THE SOUTH CAROLINA COURT OF APPEALS

RECEIVED
Sep 10 2026
SC Court of Appeals

Sylecia McIntyre,
Appellant, v.
Westwood Town Homes, Respondent.
Appellate Case No. 2025-002087

APPELLANT'S RETURN TO SEPTEMBER 8, 2026 ORDER AND DIRECTIVE REGARDING TRANSCRIPT STATUS

Appellant Sylecia McIntyre, appearing pro se, files this Return in direct response to the Court's September 8, 2026 directive requiring Appellant to update the Court regarding the status of the transcript within ten (10) days.

The transcript is complete. On July 28, 2026, Appellant transmitted the transcript together with Appellant's Initial Brief and Record on Appeal to Respondent's counsel and separately to the South Carolina Court of Appeals.

The shipment to Respondent's counsel was sent by UPS Ground to counsel's physical office at 1032 N. Church Street, Greenville, South Carolina 29601-1639, under Tracking No. 1ZE73A230388232461. UPS records reflect delivery in Greenville on July 29, 2026, at 2:24 P.M., received by D HUFF.

The separate shipment to the South Carolina Court of Appeals was sent by UPS Ground to 1220. Senate Street, Columbia, South Carolina 29201-3769, under Tracking No. 1ZE73A230388230945. UPS records reflect delivery in Columbia on July 30, 2026, at 10:41 A.M., received by SUMPTER.

Accordingly, Appellant respectfully submits that the requested transcript-status update is that the transcript has been completed, transmitted, and delivered, together with the Initial Brief and Record on Appeal, to both Respondent's counsel and this Court. The attached exhibits are submitted to document those shipments and deliveries.

CORRECTION TO CERTIFICATE OF SERVICE FOR INITIAL BRIEF

Appellant further corrects the Certificate of Service appearing on page 24 of the Initial Brief. That Certificate listed Respondent's counsel at P.O. Box 10529, Greenville, South Carolina 29603. The Initial Brief was actually served on July 28, 2026, by UPS Ground at counsel's physical office:

Ross B. Plyler, Esq.
Cassidy Coates Price, P.A.
1032 N. Church Street
Greenville, South Carolina 29601-1639

This correction concerns the service address only. The July 28, 2026 date and UPS Ground service remain unchanged, and the attached UPS documentation reflects actual delivery to counsel's office.

EXHIBIT LIST

Exhibit A: Page 24 of Appellant's Initial Brief showing the original Certificate of Service.

Exhibit B: UPS shipment record for the July 28, 2026 shipment to Respondent's counsel.

Exhibit C: UPS proof of delivery to Respondent's counsel on July 29, 2026.

Exhibit D: UPS shipment record for the July 28, 2026 shipment to the Court of Appeals.

Exhibit E: UPS proof of delivery to the Court of Appeals on July 30, 2026.

Respectfully submitted,

/s/Sylecia McIntyre
Appellant, Pro Se
1855 E. Main Street, Suite 14-219
Spartanburg, South Carolina 29307
syleciamcintyre@gmail.com | 864-266-5077
Date: September 10, 2026

CERTIFICATE OF FILING AND PROOF OF SERVICE

I certify that on September 10, 2026, I electronically filed the foregoing Appellant's Return to September 8, 2026 Order and Directive Regarding Transcript Status, together with the attached exhibits, with the South Carolina Court of Appeals by e-mail at ctappfilings@sccourts.org.

I further certify and provide proof of service that on September 10, 2026, I served a true and correct copy of this foregoing filing of Transcript Update with Completed Service Clarification and attached exhibits upon counsel for Respondent by depositing the same in the United States Mail, first-class postage prepaid, addressed as follows:

Ross Buchanan Plyler, Esquire
Cassidy Coates Price, P.A.
P.O. Box 10529
Greenville, South Carolina 29603

RECEIVED
Sep 10 2026
SC Court of Appeals

Service by mail is complete upon mailing.

/s/Sylecia McIntyre
Appellant, Pro Se
1855 E. Main St. Ste14-219
Spartanburg, South Carolina
29307

Date: September 10, 2026

Exhibit A

6. direct consideration of Appellant's preserved defenses and requests for injunction against retaliation, harassment, unreasonable access, and landlord noncompliance under S.C. Code Ann. §§ 27-40-530, 27-40-610, 27-40-640, 27-40-780, and 27-40-910;

7. maintain or restore appropriate stay protection pending the required determination and final disposition of the reinstated appeal; and

8. grant such other relief as this Court considers just and proper.

Respectfully submitted,

Mcintyre, Sylecia.

Sylecia McIntyre
Appellant, Pro Se
1855 E. Main Street, Suite 14-219
Spartanburg, South Carolina 29307
syleciamcintyre@gmail.com
864-266-5077
Date: July 28, 2026

CERTIFICATE OF SERVICE

I certify that on 07-28-2026, I served a true and correct copy of the foregoing Initial Brief of Appellant upon counsel for Respondent by UPS at the following address: P.O Box 10529 Greenville, South Carolina 29603
Ross B. Plyler, Esq.
Cassidy Coates Price, P.A.

Mcintyre, Sylecia

Sylecia McIntyre
Appellant, Pro Se

Exhibit B

cel Shipping Order (PSO) Terms and Conditions: Page 1 of 2

The UPS Store #3502

SHIP DATE	ESTIMATED DELIVERY	SHIPMENT INFORMATION	DESCRIPTION OF GOODS
Tue 28 Jul 2026	Wed 29 Jul 2026 *Not Guaranteed*	UPS Ground Com: 1 package Total Declared Value: $100 USD	PAPERWORK

SENDER	RECIPIENT	PKG	TRACKING NUMBER	PACKED	DECL VAL
SYLECIA MCINTYRE 1855 E MAIN ST STE 14 Spartanburg, SC 29307 Tel: (864) 266-5077	CASSIDY COATES ROSS PLYLER 1052 N CHURCH ST GREENVILLE, SC 29601-1639	1	1ZE73A230388232461	C	$100.00

Packed By: S = Store C = Customer

Subject to these terms and conditions, this The UPS Store® center (**"We"**, **"Us"**, or **"Our"**) will receive, forward and/or pack parcels for you the customer (**"You"** or **"Your"**). The carrier for Your parcel(s) accepted by Us will be UPS® (**"Carrier"**). The Carrier may refuse to ship Your parcel(s) accepted by Us. You represent Your true name and address appear as sender above.

We do not accept hazardous material, illegal items, or articles of unusual value, including but not limited to cash. In addition, the Carrier's tariff, service guide, or terms and conditions (**"Carrier's Terms and Conditions"**) may specify other restricted items. Parcels containing **"food"** (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the applicable terms and conditions in the Carrier's Terms and Conditions in effect on the date of shipment.

We do not transport Your parcel(s). The Carrier transports Your parcel(s) subject to the UPS/Tariff Terms and Conditions of Service (**"UPS Terms"**) in effect on the date of shipment, which are available at www.ups.com/terms. The Carrier's Terms and Conditions set forth the Carrier's rights, responsibilities, and limitations of liability with respect to the transportation of Your parcel(s) and are hereby incorporated in full into this Parcel Shipping Order (**"PSO"**). The UPS Terms contain a **MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, which apply to any controversy or claim, whether at law or equity, arising out of or relating to provision of services by UPS, regardless of the date of accrual of such dispute, except for claims that may be filed in courts of limited jurisdiction such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes. You agree that the MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER in the UPS Terms also applies to any controversy or claim against Us arising out of or relating to the provision of goods or services by UPS or Us.**

We are Your agent for receiving and forwarding Your parcel(s) to the Carrier. We are not the Carrier's agent. You agree that We will be deemed the shipper of Your parcel(s) with the Carrier and that You are not the shipper under the Carrier's Terms and Conditions. You therefore have no rights directly against the Carrier. Any rights You may have to recover damages or other compensation with respect to the transportation of Your parcel(s) (including for loss, damage, or the Carrier's failure to timely deliver) are limited to those rights described in the Carrier's Terms and Conditions or in this PSO. You agree that We, as the shipper of Your parcel(s), are solely entitled to any discounts or adjustments to the charges that We pay the Carrier for transporting Your parcel(s).

Except as expressly set forth in this PSO, We assume no liability for the delivery of Your parcel(s) or for loss or damage by any cause to the parcel(s) or their contents that occurs after We tender Your parcel (s) to the Carrier. The Carrier's driver may deliver Your parcel(s) without a signature unless You request a signature on delivery and pay any applicable charge. You agree that the Carrier is not liable for loss or damage occurring after the delivery of Your parcel(s). You also agree to all terms and conditions in this PSO, including all terms and conditions related to Your participation in the optional Declared Value Program.

Any statement by Us regarding a probable date and (if applicable) time of delivery is only an estimate and it is not warranted in any manner. **We are not liable for any consequential, indirect, special, incidental, or punitive damages, or any loss or damage resulting from delays in shipping or delivery.** Our responsibility for damage to items caused by improper packing by Us is limited to any applicable Declared Value Program or other program that We may offer and for which You have paid any applicable charge.

Limitations of Liability and Exceptions. Our liability and the Carrier's liability for loss or damage to Your parcel(s) is strictly limited to the amounts set forth in this PSO and the Carrier's Terms and Conditions (in the event of conflict, the Carrier's Terms and Conditions govern the Carrier's liability for loss or damage). **Liability for loss or damage is limited to Your actual damages or $100 per parcel, whichever is less, unless You declare a higher value and pay the applicable charge for a higher authorized value (under the Declared Value Program)** . We and the Carrier are not liable or responsible for items of unusual value, precious metals, negotiable instruments, or items prohibited from shipment, or for which the Carrier's liability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the Carrier's Terms and Conditions.

Declared Value Program. UPS offers a declared value program providing declared value limits for loss or damage, subject to terms and conditions (including monetary limits) (" **Declared Value Program** "). The declared value product will be available only if You have complied with all terms and conditions of the applicable Declared Value Program. We surcharge the cost of this product. If You elect to participate in the Declared Value Program and You pay any applicable charge, We will declare value for Your eligible parcel(s) through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You list as the "Declared Value" and that is stated on the shipment receipt. **If You do not list a "Declared Value" amount, You agree that the value of each parcel does not exceed $100. If You do not declare value above $100 and pay an additional charge for a parcel containing items of greater value than $100, You will not be entitled to recover more than $100 for loss or damage to the items in that parcel.** The Carrier's Terms and Conditions, including monetary limits, for its Declared Value Program are located in the Carrier's Terms and Conditions.

Filing Claims. If You or the consignee has a claim for loss or damage to Your parcel(s), You agree to submit Your claim through Us, except as provided herein. If You make Your claim through Us, We will submit a claim to the Carrier as the shipper of parcels, and We will remit to You any recovery on the claim paid to Us by the Carrier for Your parcel(s). In the event that UPS Capital accepts claims in the UPS Capital Claims Portal, however, You agree to submit Your claim electronically through the UPS Capital Claims Portal. Notwithstanding the foregoing, at Our election, and without obligating Us to do so, where available, (i) You may request that We submit a claim to the Carrier through the UPS Capital Claims Portal on Your behalf, and, (ii) You grant Us the authority to initiate a claim to the Carrier through the UPS Capital Claims Portal on Your behalf. The UPS Capital Claims Portal is here at **https://online.upscapital.com/tccp** . You hereby agree to be bound by the Terms and Conditions of Service in effect on the date of shipment, which are available at https://online.upscapital.com/tccp , for any claims You submit or have been submitted on Your behalf via the UPS Capital Claims Portal.

You expressly agree that We have no liability if any claim is denied or paid only in part by the Carrier or other declared value provider. In the event You make a Guaranteed Service Refund (GSR) request to UPS, You agree to provide to UPS (and hereby authorize Us to provide to UPS) Your name and address to be used by UPS to process the request.

Any and all claims must be filed within the Carrier's required time frame as set forth in the Carrier's Terms and Conditions. Claims not made within the prescribed time frame are waived and will not be paid. For all damage claims, the original packaging materials must be made available for the Carrier's inspection prior to reshipment. All claims for loss or damage must be supported by the shipping documents, including but not limited to this PSO and a copy of the shipment receipt, and proof of the value of the lost or damaged items for any declaration of value over $100

Filing a UPS Guaranteed Service Refund (GSR) request. If UPS is the Carrier for Your parcel(s) and if You believe any parcel is eligible for a refund under the UPS Service Guarantee as set forth in the UPS Terms, You must contact Us at the location that shipped the parcel(s) within 15 calendar days of the date of scheduled delivery. If You do not contact Us within the prescribed time frame, any claim to a refund under the UPS Service Guarantee is waived and will not be paid.

We may be an independently owned and operated franchisee of The UPS Store, Inc., in which case, (i) We are solely responsible for all aspects of Our operations (ii) We are the exclusive employer of employees of Our business, and (iii) You acknowledge and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employer or joint employer of the employees of Our business. However, certain The UPS Store locations may be owned or operated by The UPS Store, Inc. or its subsidiary. In such limited cases only, the terms We, Us, Our, as used herein refer to The UPS Store, Inc. or its subsidiary, as applicable, and not to an unaffiliated franchisee.

This PSO constitutes the entire agreement between You and Us, and supersedes all prior, subsequent and contemporaneous agreements, understandings, and representations, written or oral, relating to the subject matter hereof.

By signing below, You acknowledge that (i) You confirm the Ship To address is accurate for each parcel (ii) You confirm the Declared Value for each parcel, if any, is correct (iii) You have read and reviewed the terms and conditions described above in their entirety, (iv) You agree to be bound by all such terms and conditions, (v) in the event that a claim is filed in connection with Your parcel (by Us, You, or anyone else permitted to file a claim), You hereby agree to be bound by all Terms and Conditions of Service of the UPS Capital Claims Portal **https://online.upscapital.com/tccp** , and (vi) by so

Exhibit C

Proof of Delivery

Dear Customer,
This notice serves as proof of delivery for the shipment listed below.

Tracking Number
1ZE73A230388232461

Service
UPS Ground

Delivered On
07/29/2026 2:24 P.M.

Delivered To
GREENVILLE, SC, US

Shipped / Billed On
07/28/2026

Received By
D HUFF

Delivery Location
Receiver

Sincerely,
UPS

Tracking results provided by UPS as of 09/09/2026 6:55 P.M. EST

Exhibit D

Parcel Shipping Order (PSO) Terms and Conditions: Page 1 of 2

The UPS Store #3502

SHIP DATE	ESTIMATED DELIVERY	SHIPMENT INFORMATION	DESCRIPTION OF GOODS
Tue 28 Jul 2026	Wed 29 Jul 2026 *Not Guaranteed*	UPS Ground Com: 1 package Total Declared Value: $100 USD	PAPERWORK

SENDER	RECIPIENT	PKG	TRACKING NUMBER	PACKED	DECL VAL
SYLECIA MCINTYRE 1855 E MAIN ST STE 14 Spartanburg, SC 29307 Tel: (864) 266-5077	COURT OF APPEALS OF COLUMBIA 1220 SENATE ST COLUMBIA, SC 29201-3769	1	1ZE73A230388230945	C	$100.00

Packed By: S = Store C = Customer

Subject to these terms and conditions, this The UPS Store® center (**"We"**, **"Us"**, or **"Our"**) will receive, forward and/or pack parcels for you the customer (**"You"** or **"Your"**). The carrier for Your parcel(s) accepted by Us will be UPS® (**"Carrier"**). The Carrier may refuse to ship Your parcel(s) accepted by Us. You represent Your true name and address appear as sender above.

We do not accept hazardous material, illegal items, or articles of unusual value, including but not limited to cash. In addition, the Carrier's tariff, service guide, or terms and conditions (**"Carrier's Terms and Conditions"**) may specify other restricted items. Parcels containing **"food"** (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the applicable terms and conditions in the Carrier's Terms and Conditions in effect on the date of shipment.

We do not transport Your parcel(s). The Carrier transports Your parcel(s) subject to the UPS/Tariff Terms and Conditions of Service (**"UPS Terms"**) in effect on the date of shipment, which are available at www.ups.com/terms. The Carrier's Terms and Conditions set forth the Carrier's rights, responsibilities, and limitations of liability with respect to the transportation of Your parcel(s) and are hereby incorporated in full into this Parcel Shipping Order (**"PSO"**). **The UPS Terms contain a MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, which apply to any controversy or claim, whether at law or equity, arising out of or relating to provision of services by UPS, regardless of the date of accrual of such dispute, except for claims that may be filed in courts of limited jurisdiction such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes. You agree that the MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER in the UPS Terms also applies to any controversy or claim against Us arising out of or relating to the provision of goods or services by UPS or Us.**

We are Your agent for receiving and forwarding Your parcel(s) to the Carrier. We are not the Carrier's agent. You agree that We will be deemed the shipper of Your parcel(s) with the Carrier and that You are not the shipper under the Carrier's Terms and Conditions. You therefore have no rights directly against the Carrier. Any rights You may have to recover damages or other compensation with respect to the transportation of Your parcel(s) (including for loss, damage, or the Carrier's failure to timely deliver) are limited to those rights described in the Carrier's Terms and Conditions or in this PSO. You agree that We, as the shipper of Your parcel(s), are solely entitled to any discounts or adjustments to the charges that We pay the Carrier for transporting Your parcel(s).

Except as expressly set forth in this PSO, We assume no liability for the delivery of Your parcel(s) or for loss or damage by any cause to the parcel(s) or their contents that occurs after We tender Your parcel (s) to the Carrier. The Carrier's driver may deliver Your parcel(s) without a signature unless You request a signature on delivery and pay any applicable charge. You agree that the Carrier is not liable for loss or damage occurring after the delivery of Your parcel(s). You also agree to all terms and conditions in this PSO, including all terms and conditions related to Your participation in the optional Declared Value Program.

Any statement by Us regarding a probable date and (if applicable) time of delivery is only an estimate and it is not warranted in any manner. **We are not liable for any consequential, indirect, special, incidental, or punitive damages, or any loss or damage resulting from delays in shipping or delivery.** Our responsibility for damage to items caused by improper packing by Us is limited to any applicable Declared Value Program or other program that We may offer and for which You have paid any applicable charge.

Limitations of Liability and Exceptions. Our liability and the Carrier's liability for loss or damage to Your parcel(s) is strictly limited to the amounts set forth in this PSO and the Carrier's Terms and Conditions (in the event of conflict, the Carrier's Terms and Conditions govern the Carrier's liability for loss or damage). **Liability for loss or damage is limited to Your actual damages or $100 per parcel, whichever is less, unless You declare a higher value and pay the applicable charge for a higher authorized value (under the Declared Value Program)** . We and the Carrier are not liable or responsible for items of unusual value, precious metals, negotiable instruments or items prohibited from shipment, or for which the Carrier's liability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the Carrier's Terms and Conditions.

Declared Value Program. UPS offers a declared value program providing declared value limits for loss or damage, subject to terms and conditions (including monetary limits) (**" Declared Value Program "**). The declared value product will be available only if You have complied with all terms and conditions of the applicable Declared Value Program. We surcharge the cost of this product. If You elect to participate in the Declared Value Program and You pay any applicable charge, We will declare value for Your eligible parcel(s) through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You list as the "Declared Value" and that is stated on the shipment receipt. **If You do not list a "Declared Value" amount, You agree that the value of each parcel does not exceed $100. If You do not declare value above $100 and pay an additional charge for a parcel containing items of greater value than $100, You will not be entitled to recover more than $100 for loss or damage to the items in that parcel.** The Carrier's Terms and Conditions, including monetary limits, for its Declared Value Program are located in the Carrier's Terms and Conditions.

Filing Claims. If You or the consignee has a claim for loss or damage to Your parcel(s), You agree to submit Your claim through Us, except as provided herein. If You make Your claim through Us, We will submit a claim to the Carrier as the shipper of parcels, and We will remit to You any recovery on the claim paid to Us by the Carrier for Your parcel(s). In the event that UPS Capital accepts claims in the UPS Capital Claims Portal, however, You agree to submit Your claim electronically through the UPS Capital Claims Portal. Notwithstanding the foregoing, at Our election, and without obligating Us to do so, where available, (i) You may request that We submit a claim to the Carrier through the UPS Capital Claims Portal on Your behalf, and, (ii) You grant Us the authority to initiate a claim to the Carrier through the UPS Capital Claims Portal on Your behalf. The UPS Capital Claims Portal is here at **https://online.upscapital.com/tccp** . You hereby agree to be bound by the Terms and Conditions of Service in effect on the date of shipment, which are available at https://online.upscapital.com/tccp , for any claims You submit or have been submitted on Your behalf via the UPS Capital Claims Portal.

You expressly agree that We have no liability if any claim is denied or paid only in part by the Carrier or other declared value provider. In the event You make a Guaranteed Service Refund (GSR) request to UPS, You agree to provide to UPS (and hereby authorize Us to provide to UPS) Your name and address to be used by UPS to process the request.

Any and all claims must be filed within the Carrier's required time frame as set forth in the Carrier's Terms and Conditions. Claims not made within the prescribed time frame are waived and will not be paid. For all damage claims, the original packaging materials must be made available for the Carrier's inspection prior to reshipment. All claims for loss or damage must be supported by the shipping documents, including but not limited to this PSO and a copy of the shipment receipt, and proof of the value of the lost or damaged items for any declaration of value over $100

Filing a UPS Guaranteed Service Refund (GSR) request. If UPS is the Carrier for Your parcel(s) and if You believe any parcel is eligible for a refund under the UPS Service Guarantee as set forth in the UPS Terms, You must contact Us at the location that shipped the parcel(s) within 15 calendar days of the date of scheduled delivery. If You do not contact Us within the prescribed time frame, any claim to a refund under the UPS Service Guarantee is waived and will not be paid

We may be an independently owned and operated franchisee of The UPS Store, Inc., in which case, (i) We are solely responsible for all aspects of Our operations (ii) We are the exclusive employer of employees of Our business, and (iii) You acknowledge and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employer or joint employer of the employees of Our business. However, certain The UPS Store locations may be owned or operated by The UPS Store, Inc. or its subsidiary. In such limited cases only, the terms We, Us, Our, as used herein refer to The UPS Store, Inc. or its subsidiary, as applicable, and not to an unaffiliated franchisee

This PSO constitutes the entire agreement between You and Us, and supersedes all prior, subsequent and contemporaneous agreements, understandings, and representations, written or oral, relating to the subject matter hereof.

By signing below, You acknowledge that (i) You confirm the Ship To address is accurate for each parcel (ii) You confirm the Declared Value for each parcel, if any, is correct (iii) You have read and reviewed the terms and conditions described above in their entirety, (iv) You agree to be bound by all such terms and conditions, (v) in the event that a claim is filed in connection with Your parcel (by Us, You, or anyone else permitted to file a claim), You hereby agree to be bound by all Terms and Conditions of Service of the UPS Capital Claims Portal **https://online.upscapital.com/tccp** , and (vi) by so

Exhibit E

close

Proof of Delivery

Dear Customer,
This notice serves as proof of delivery for the shipment listed below.

Tracking Number
1ZE73A230388230945

Service
UPS Ground

Delivered On
07/30/2026 10:41 A.M.

Delivered To
COLUMBIA, SC, US

Shipped / Billed On
07/28/2026

Received By
SUMPTER

Delivery Location
Inside Delivery

Sincerely,
UPS

Tracking results provided by UPS as of 09/09/2026 6:52 P.M. EST