

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

The Honorable Benjamin H. Culbertson, Presiding Circuit Court Judge
The Honorable William H. Seals, Jr., Presiding Circuit Court Judge
The Honorable William P. Keesley, Presiding Circuit Court Judge

Circuit Court Case No. 2022-CP-22-00650
Court of Appeals Case No. 2026-000265

Frank Henderson and Antioch Group.....Appellants,

v.

Abundance Home Care and Tyrhonda Priest.....Respondents,

REQUEST FOR CLARIFICATION

Appellants Frank Henderson and Antioch Group hereby respectfully ask this Court for clarification as to the circuit court's jurisdiction following this Court's Order, filed May 27, 2026, in which this Court granted Appellants leave to pursue relief in the circuit court pursuant to Rule 60(b) of the South Carolina Rules of Civil Procedure.

After attempting unsuccessfully to mediate this matter, during which time this Court held deadlines in abeyance, Appellants filed their Rule 60 Motion with the circuit court on August 7, 2026. (Exhibit 1, Motion). The circuit court scheduled that Motion, along with several other pending motions, for a hearing to be held on September 10, 2026. Specifically, the court scheduled a hearing on Appellants' *Rule 60 Motion*, Appellants' *Motion to Vacate the*

Receivership and to Stay Execution of Judgment, and Respondents' Motion to Quash and for Protection as to certain subpoenas served by Appellants.

At the September 10, 2026 hearing, the parties disagreed whether this Court's May 27 Order permitted the circuit court to decide the pending motion to quash and related matters necessary to adjudicate the Rule 60(b) motion. The circuit court continued the hearing and directed Appellants to obtain clarification from this Court. It issued this Order shortly after the hearing:

This case is on appeal to the S.C. Court of Appeals. The S.C. Court of Appeals held the appeal in abeyance pending this court's hearing and ruling on the plaintiffs'/appellants' Motion to Vacate Judgment pursuant to Rule 60(b), SCRPC. The parties disagree on what this court has jurisdiction to hear as numerous motions have been filed and remain pending. Therefore, the motions scheduled for hearing on 9/10/2026 are CONTINUED, over the objection of the defendants/respondents, so the plaintiffs/appellants can get clarification from the S.C. Court of Appeals on what motion(s) are to be heard and ruled upon by the Circuit Court.

See Exhibit 2, Order filed Sept. 10, 2026.

Appellants respectfully request clarification that the circuit court may hear and decide the Rule 60(b) Motion and other proceedings necessarily incident to the motion's adjudication, including Respondents' pending Motion to Quash and for Protective Order, as well as the other motions pending in the circuit court – which were the subject of Appellants' March 4, 2026 Request to this Court. *See*, March 4 Request, p. 1 (requesting “remand without prejudice for a hearing before the circuit court on their post-trial motions”).

Appellants do not ask this Court to decide the merits of the Rule 60(b) Motion, the subpoenas, any asserted privilege, or Respondents' motion to quash. Those matters should be resolved in the first instance by the circuit court. The requested clarification concerns only whether the circuit court may exercise its ordinary authority to develop and adjudicate the Rule 60(b) Motion this Court authorized Appellants to file.

ARGUMENT

This Court should clarify that jurisdiction currently resides with the circuit court for hearing pending motions pertinent to Appellants' Rule 60 Motion and Motion to Vacate Receivership, including for deciding the question of whether Appellants are entitled to the discovery sought within the attached subpoenas to their former attorney and Respondents' attorney. (Exhibit 3a, 3b, Subpoenas). A movant under Rule 60(b) "has the burden of presenting evidence proving the facts essential to entitle him to relief." *Bowers v. Bowers*, 304 S.C. 65, 67, 403 S.E.2d 127, 129 (Ct. App. 1991).

Appellants' Rule 60(b) motion alleges, among other things, lack of notice of the default-damages hearing, attorney abandonment, and circumstances alleged to support relief based on fraud and due process concerns. Respondents oppose the Rule 60(b) Motion in part by asserting that Appellants had notice through former counsel and that former counsel did not abandon Appellants. The subpoenas at issue seek evidence directly bearing on those disputed items, including:

- Notices for the default-damages hearing;
- The circumstances of Appellants' former counsel withdrawal on the cusp of the default damages hearing;
- Communications and documents bearing on whether the withdrawal orders were prepared, revised, and submitted with Appellants' informed knowledge and consent; and
- The factual basis for the parties' competing assertions concerning notice, abandonment, and the procurement of the default judgment.

Appellants seek discovery from their own former attorney and, to the extent appropriate,

from Respondents' attorneys (*see* Subpoenas, Exhibits 3a, 3b), concerning contemporaneous communications relevant to those factual assertions. Respondents have moved to quash or limit those subpoenas.

Whether the subpoenas should issue, whether requested materials are relevant or discoverable, and whether any privilege, protection, or limitation applies are matters for the circuit court to decide. But if the circuit court lacks authority from this Court to resolve the pending motion to quash, it cannot determine what evidentiary record is properly available for adjudication of the Rule 60(b) Motion. Appellants' allegation that former counsel abandoned them is material to the Rule 60(b) issues, and Respondents have moved to quash Appellants' request to her for their file. Although an attorney's ordinary negligence may be imputed to the client, that principle does not control where counsel abandons or withdraws from the case. *Tobias v. Rice*, 386 S.C. 306, 311, 688 S.E.2d 552, 554 n.5 (2010). The circuit court should be permitted to determine the proper evidentiary record relevant to the issues.

Appellants respectfully request that this Court clarify its May 27 Order to permit the circuit court to decide ancillary proceedings necessary to resolve the Rule 60(b) motion.

The requested clarification also harmonizes with Rule 60(b)'s express preservation of the circuit court's power to entertain an independent action for relief from a judgment or to set aside a judgment for fraud upon the court. Appellants elected to seek Rule 60(b) relief within the existing action for efficiency and economy. If Appellants instead filed an independent action for relief from the judgment, the circuit court would *necessarily* have authority to manage that action and decide the discovery issues incident to it. The Rule 60(b) procedure authorized by this Court should not be construed to place Appellants in a less workable position merely because they pursued relief in the existing action rather than

through a separate action.

Finally, there is currently pending in the circuit court Appellants' Motion pursuant to Rules 52, 54, 55, 59, and 60, filed January 14, 2026¹. This Motion has not yet been not scheduled for a hearing, and presumably Respondents would take the position that the circuit court lacks authority to consider the grounds raised therein. Appellants respectfully request clarification that the lower court is permitted to hear and decide that motion, as well. *See Otten v. Otten*, 287 S.C. 166, 337 S.E.2d 207 (1985) (remanding to circuit court for consideration of party's motions made pursuant to Rule 59 and Rule 60, SCRCF).

CONCLUSION

Appellants respectfully ask this Court to clarify that the circuit court has authority to hear and decide all pending motions in this case, including Appellants' Rule 60 Motion, Motion to Vacate Receivership, and proceedings necessarily incident to adjudication of those motions, including Respondents' pending Motion to Quash and for Protective Order concerning subpoenas directed to evidence that is material to the Rule 60(b) issues. Appellants further request that this Court would continue to hold this appeal in abeyance until such time that the circuit court resolves Appellants' Rule 60 Motion.

[signature appears on the next page]

¹ See Plaintiffs' Motion For Relief Under Rules 52, 54, 55, 59, And 60 Of Orders Filed Oct. 24, 2025 (Form 4), and Jan. 5, 2026, and Opposition To Emergency Motion For Receivership, filed with the trial court on Jan. 14, 2026. A full hearing on this Motion has not been set by the trial, and Appellants respectfully request that this Court permit it to be heard on remand.

Respectfully submitted,

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Attorneys for Appellants

Frank Henderson and Antioch Group

September 18, 2026

Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

IN THE COURT OF COMMON PLEAS

Case No: 2022-CP-22-00650

Frank Henderson and Antioch Group,
Plaintiffs/Counterclaim Defendants,

**PLAINTIFFS FRANK HENDERSON
AND ANTIOCH GROUP'S MOTION
PURSUANT TO RULE 60(b), SCRCP**

v.

Abundance Home Care and
Tyrhonda Priest,

Defendants/Counterclaim Plaintiffs.

Pursuant to Rule 60(b), SCRCP, by and through their undersigned counsel, Plaintiffs/Counterclaim Defendants Frank Henderson and Antioch Group ("Plaintiffs") hereby respectfully move for an order vacating the judgment entered in favor of Defendants Abundance Home Care and Tyrhonda Priest ("Defendants") on January 5, 2026, and the orders that produced same, on the grounds that the judgments and orders are void for failure of due process, and error as to the rules of court and the law.¹ Plaintiffs reserve the right to set forth the bases for this Motion in more detail in a Memorandum (or Memoranda) in Support, as well as supporting exhibits and affidavits, to be filed in advance of the hearing of this Motion.

The principal basis for this Motion is not complicated: neither Frank Henderson nor Antioch Group was properly served with notice of the December 15, 2025, damages hearing as required by Rules 5 and 55(b)(2), SCRCP. Plaintiffs further seek relief from the June 16,

¹ Plaintiffs also incorporate by reference the arguments made within their *Motion Pursuant to Rules 52, 54, 55, 59, and 60, SCRCP*, which was filed with the court on January 14, 2026, and which has not yet been heard. Plaintiffs respectfully request that it would be scheduled for a hearing contemporaneously with the hearing on this motion. Plaintiffs further incorporate herein all previously-filed Affidavits and Exhibits, as well as the transcripts of record for the hearings underlying the orders for which relief is sought.

2025, order striking their pleadings for the reason that Defendants never served Plaintiff Antioch with discovery requests despite representing to the court that they had, and because the order is based in the failure of a non-party to respond to a subpoena, making the relief granted error of law under Rules 37 and 45, SCRCP. Moreover, Plaintiffs seek relief from the October 24, 2025, order entering default on Defendants' counterclaims, and the January 15, 2026 order appointing a receiver, for the reasons set forth below and within their Motion to Vacate Appointment of Receiver.

PROCEDURAL BACKGROUND

Although this case has a lengthy procedural history, with numerous orders that are the subject of Plaintiffs' Notice of Appeal, Plaintiffs will discuss in this Motion only those procedural events that are pertinent to this motion:

1. On August 3, 2022, Plaintiffs filed this action for breach of partnership agreement.
2. On March 16, 2023, Defendants filed an Answer and Counterclaims, asserting nine counterclaims. Importantly, the Counterclaims on their face allege claims only against Antioch Group, LLC; they expressly state, "Plaintiff Henderson is the managing member of Plaintiff Antioch who acted on behalf of Plaintiff Antioch in all allegations set forth below" and "Plaintiff Henderson at all times acted on behalf of and as an agent of Plaintiff Antioch." (Counterclaims, ¶ 4, 30). Further, the Counterclaims make "General Allegations," in which 16 out of the 27 numbered paragraphs are alleged "upon information and belief." Many more of the allegations contain legal conclusions and vague unsupported statements referring to non-parties and extrinsic documents. No exhibits are attached to the counterclaim pleadings. Within the counterclaims asserted, the key elements of the claims are conclusively alleged, without factual basis, and "upon

information and belief.”²

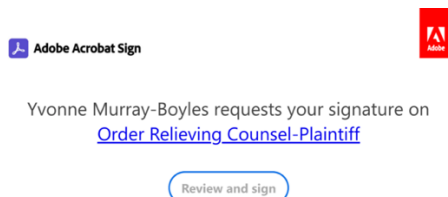
3. On March 16, 2023, contemporaneously with the service of the Counterclaims, Defendants served discovery requests to Plaintiff Frank Henderson. Plaintiff Antioch is not aware of any discovery requests directed to Antioch, and the record shows none.³
4. On March 20, 2024, Defendants filed a Motion to Compel discovery responses from Antioch, notwithstanding that the exhibit to the motion does not include any discovery requests served on Antioch – because there were none ever served.
5. On March 20, 2024, Defendants filed a Motion to Compel Subpoenas from non-parties, seeking relief pursuant to Rule 45, SCRCP.
6. On May 3, 2024, the parties mediated this case, as indicated by Proof of ADR filed May 13, 2024. Despite the noted 5.7 hours spent at mediation, the Defendants never mentioned that Plaintiffs had not filed a reply to the Counterclaims, nor that they perceived them to be in default. *See* Henderson Affidavit.
7. On April 25, 2025, Defendants filed a “Rule to Show Cause and Request for Contempt Sanctions” pursuant to Rule 37, SCRCP. A key basis for sanctions asserted in the motion was the alleged failure by Antioch to respond to discovery requests (which in reality did not exist), and the failure by a non-party, Heart of the Carolinas, LLC, to respond to a subpoena pertaining to its bank statements.
8. On June 16, 2025, the court entered an order striking Plaintiffs’ pleadings. Although the order identifies Rule 37, SCRCP, as the grounds for this “drastic result,” the order’s

² See, e.g., Counterclaim Para. 34, reciting: “Upon information and belief, Plaintiffs have breached, violated, or failed to abide by or uphold multiple provisions of the Operating Agreement, including but not limited to Provisions Nos. 13, 14, 16, 18, 21, 36, 39, 40, 51, 52, 53, 54, 55, 56, 57, 58, 60, 61, and 62.”

³ **Defendants’ own filings reveal that they never served discovery on Antioch Group, LLC.** *See* Ex. 1 to Defendants’ Motion to Compel, filed March 20, 2025.

factual recitations center around unproduced bank records by non-party Heart of the Carolinas, LLC, which Defendants had sought by subpoena.⁴

9. On September 3, 2025, Defendants moved for entry of default on their counterclaims.
10. On October 9, 2025, Plaintiffs' prior attorney sent plaintiff Frank Henderson a Proposed "Consent Order Relieving Counsel," with only this message:



11. On October 23, 2025, the parties' attorneys argued Defendants' motions for default. At the hearing, Plaintiffs' prior attorney made clear to the court and opposing counsel that she was going to request to be relieved as counsel, *via* a yet-to-be-filed motion, in which she "would definitely ask the Court to allow Mr. Henderson to find alternate counsel" prior to any damages hearing:

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 1 so I would definitely ask the Court to allow Mr. Henderson to
 2 find alternate counsel. So I don't know if that could be done
 3 before December, because now, I've requested to be relieved.
 4 So I'm going to have to file a motion with the Court to be
 5 heard to be relieved from this case, and I'd ask the Court to
 6 allow time for that to happen, Your Honor.

(Hearing Transcript, p. 7: 1-6).

12. On October 24, 2025, the court granted Defendants' Motion for Entry of Default and Motion for Default.⁵

⁴ Plaintiffs' prior counsel did not tell Plaintiffs that their pleadings had been stricken. *See* Henderson Aff., ¶ 23, filed Jan. 14, 2026.

⁵ Plaintiffs' prior counsel did not tell Plaintiffs that they had been put in default. *See* Henderson Aff., ¶ 21, filed Jan. 14, 2026.

13. On October 28, 2025, rather than inform her clients that they had been put in default, Plaintiffs' attorney submitted, without making an underlying motion, the "Proposed Consent Order Relieving Counsel," for which she had previously procured the signature of one Plaintiff, Frank Henderson.
14. On October 29, 2025, the court entered the proposed Order Relieving Counsel, notwithstanding that no Motion to Withdraw was ever filed by Plaintiffs' attorney, nor was a hearing ever held, at which a court surely would have discerned that the attorney's final-hour withdrawal would have a material adverse effect on Plaintiffs' interests, among other problems. *See* Rule 11(b), SCRCP ("An attorney may be changed by consent, or upon cause shown, and upon such terms as shall be just, upon application, by order of the Court, and not otherwise." (emphasis added); *see also* Rule 407, SCACR at Rule 1.16.⁶ For example, the order makes no finding that Plaintiff Antioch Group, LLC (which did not consent) was informed that it could not proceed *pro se*.
15. On November 24, 2025, according to the public index, the court issued notice that the damages hearing was on the roster for December 15, 2025.
16. On November 25, 2025, alarmingly, Plaintiffs' prior counsel, in collaboration with Defendants' attorneys who apparently objected to her withdrawal without their consent, even though their consent was not necessary, filed an "Amended Consent Order Relieving Counsel," drafted in part by counsel for Defendants, to the deep prejudice of

⁶ *See also*, Elizabeth Scott Moise, *Gone but Not Forgotten: Motions to Withdraw as Counsel*, SC Lawyer (Jan. 8, 2015), explaining: "When a lawyer has made a formal appearance in a federal or state court proceeding, the withdrawing lawyer must obtain court approval by filing a motion to withdraw." *citing* Local Civ. Rule 83.I.07 (D.S.C.); SCRCP 11(b), (c); SCACR 407 (Rule 1.16(b)); *see also* *Culbertson v. Clemens*, 322 S.C. 20, 24, 471 S.E.2d 163, 165 (1996).

Available at:

<https://www.nelsonmullins.com/storage/5a49bcc4633a6b15c9c2b9f46c26fcfb.pdf>

Plaintiffs, in which language was added stating:

That opposing counsel does not object to Yvonne Murray-Boyles being relieved as counsel, so long as the Plaintiffs are aware that this shall not constitute grounds for any delays or continuances to be granted in this matter, and the damages hearing set for December 15, 2025, shall proceed as scheduled. . . . **Further, there shall be no delays or continuances granted for the damages hearing set for December 15, 2025, and it shall proceed as scheduled regardless of if or when Plaintiffs retain new counsel prior to the damages hearing.**

(emphasis added). The court entered this proposed Amended Order, notwithstanding that Plaintiffs' attorney had already been relieved by the prior order and was patently not acting in her former clients' best interests, nor was a hearing ever held, at which a court surely would have discerned that the attorney's final-hour withdrawal would have a material adverse effect on Plaintiffs' interests, including because not permitting a corporation to obtain counsel prior to a damages hearing rendered it unable even to appear to defend itself. *See* Rule 11(b), SCRCPP; *Renaissance Enterprises, Inc. v. Summit Teleservices, Inc.*, 334 S.C. 649, 515 S.E.2d 257 (1999) (clarifying corporation's inability to appear *pro se* in circuit court).

17. On December 8, 2025, Defendants filed what they captioned "Notice/Notice of Hearing." It's just a letter. There is no affidavit or sworn certificate of service. There is no postmarked envelope. No green card from the post office indicating certified mail. The letter was apparently addressed to one Plaintiff, Frank Henderson, at an address at which he does not now – and has never – resided. There is no attempt indicated to separately serve corporate Plaintiff Antioch Group, LLC, including through the address for its registered agent which is readily available on the South Carolina Secretary of State's website. The letter says nothing about default or default judgment or an unliquidated damages hearing:

Frank Henderson, Individually and on behalf of
 Antioch Group
 14 Antioch Drive
 Greenville, SC 29605

RE: Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
 Civil Action No. 2022-CP-22-00650

Dear Mr. Henderson & Antioch Group:

Please be advised that a non-jury trial is set in Georgetown County on Monday,
 December 15, 2025 beginning at 9:30 a.m.

Thank you for your consideration of this letter.

18. The hearing on Defendants' unliquidated damages was conducted on December 15, 2025, without Plaintiffs, or counsel for either Plaintiff, present. At the hearing, the Defendants introduced new alleged facts, exhibits, and grounds for relief that were not asserted within their Counterclaims. The Court subsequently entered judgment against Plaintiffs, jointly and severally, for \$195,574.62 in actual damages, \$1,892,187.81 in lost profits, and \$782,298.48 in punitive damages, for a total judgment of Two Million, Eight Hundred Seventy Thousand, Sixty Dollars and Ninety-One Cents (\$2,870,060.91).
19. On January 5, 2026, this Court issued its Order of Judgment, entering default judgment against the Plaintiffs. The order goes well beyond merely accepting the counterclaim allegations as true: it makes factual findings and awards categories and amounts of damages that are not grounded in the pleadings alone, and it also grants relief against non-parties. Rather than reciting the allegations of the Counterclaims as the basis for the damages award, the Order makes five (5) pages of new "Findings of Fact," incorporating 21 factual exhibits that were not exhibits to the Counterclaims, as well as three (3) more pages of new findings purportedly supporting punitive damages. The Order then states that "the testimony and evidence presented by Defendants [at the hearing] establishes all the necessary elements supporting Defendants' [Nine] Counterclaims." (Order, p.

- 15).
20. On January 15, 2026, Defendants thereafter obtained an order appointing a receiver, including over ten (10) non-parties, which order is the subject of Plaintiffs' Motion to Vacate Receivership, filed May 29, 2026.
 21. On February 5, 2026, Plaintiffs filed a Notice of Appeal in the Court of Appeals, in which they respectfully appealed the final judgment and the numerous interlocutory orders leading up to it, including the orders striking Plaintiffs' pleadings, placing plaintiffs in default, relieving counsel, and appointing a receiver.
 22. On March 4, 2026, Plaintiffs filed a Motion with the Court of Appeals for its leave to file a Rule 60 Motion with the circuit court. Defendants vehemently opposed this request.
 23. On March 17, 2026, the clerk of court for Georgetown County e-filed a returned envelope containing the Notice of Hearing for the default judgment – addressed to Frank Henderson – which was stamped by the Postal Service:



24. On April 10, 2026, after the Receiver had taken possession of and secured the assets of non-party Heart of the Carolinas, LLC (*inter alia*), and required that \$2,870,060.91 of that non-party's assets to be deposited with the Court pursuant to Rule 67, SCRCF, to secure the default judgment, for which the non-party was not a judgment debtor, the Defendants consented to a Consent Order Confirming Termination of Receivership.

25. On May 27, 2026, the Court of Appeals issued its Order, granting Plaintiffs' request for leave to file a motion pursuant to Rule 60(b), SCRCPP with the circuit court. The Order further states that, "Nothing in this order prevents the circuit court from hearing [Plaintiffs'] pending motion to stay execution."
26. On August 4, 2026, the parties participated in a mediation of this matter, which concluded in an impasse.
27. This motion is now ripe to be filed and heard.

INTRODUCTION

This case is troubling, on multiple levels. That the Order of Judgment is void for failure of due process is the most simple and straightforward grounds for relief. But the other reasons that this court should grant relief to Plaintiffs are equally legitimate, if more complex and disturbing. Essentially, the underlying orders in this case are corrupted by error of law, violation of the rules, and attorney abandonment – all of which (improperly) culminated to leave Plaintiffs effectively *pro se*, defenseless, without notice, and flying blind in the midst of a complex commercial dispute.

For one thing, Defendants moved for "the harshest of punishments" against Plaintiff Antioch Group, LLC, on the premise that it ostensibly failed to respond to discovery requests, notwithstanding that *Defendants were fully aware they had never served discovery requests on Antioch Group*. Defendants nonetheless characterized Antioch's non-existent "discovery violations" as being in "bad faith and willful and deliberate," urging the court to strike Antioch's pleadings for its "willful and continued disobedience." Defendants then disregarded the legal distinction between Rules 37 and 45, and unlawfully blurred the line between parties and non-parties, further urging the court to strike both Plaintiffs' pleadings

due to the failure by a non-party to fully respond to a subpoena. The proper remedy against a non-party is contempt under Rule 45, not the most severe of sanctions under Rule 37, SCRCP.

Defendants then went on to use these purported but legally inaccurate discovery “violations” as a basis for punitive damages in the default judgment award. *See* Order of Judgment, filed Jan. 5, 2026. The Judgment awards \$782,298.48 in punitive damages because “[t]he totality of Plaintiffs’ actions when viewed in the context of this litigation and Plaintiffs’ egregious discovery abuses which led to their pleadings being struck reveals a clear pattern of willful conduct demonstrating a complete disregard for Defendants’ and their rights. This level of culpability meets the clear and convincing standard for punitive damages, and Plaintiffs’ willful, fraudulent, and bad-faith conduct compels the imposition of punitive damages to achieve justice and prevent recurrence.” Judgment, at p. 20.

Moreover, Plaintiff Henderson’s Affidavit, filed Jan. 14, 2026 and incorporated herein, attests to the failures of communication by his original attorney in this case, which surpass simple negligence and rise to the level of abandonment. Tellingly, after she withdrew as counsel on the eve of a default judgment hearing about which she did not inform her clients, Plaintiffs requested that their prior attorney send to them a copy of their file. Not only did their prior attorney ignore this request, but she also failed to respond to a subpoena from her own clients requesting the file.⁷ Disturbingly, counsel for Defendants has moved to quash that subpoena, as well as a subpoena to himself that requests all his communications with

⁷ A client should never have to send a subpoena to his own attorney to obtain a copy of his file and opposing counsel should never move to quash such access, nor assert grounds for “protection” as to non-privileged communications between himself and another party’s attorney.

Plaintiffs' former attorney.⁸ At the time that she withdrew as counsel, Plaintiffs were unaware that they were in default and unaware that their pleadings had been stricken as a sanction for failure by a non-party to respond to a subpoena. Worse, after she withdrew and was apparently no longer representing Plaintiffs, Defendants collaboratively drafted the Amended Consent Order Relieving Counsel—and they designed it to deprive Plaintiffs of any meaningful opportunity to retain new counsel prior to the damages hearing (of which Plaintiffs were unaware).

Defendants then proceeded to obtain a multi-million dollar default judgment award on theories, evidence, and allegations outside of those made in their counterclaims, at a hearing for which they failed to provide legally sufficient notice.

In the interest of justice, and pursuant to Rule 60(b), SCRCPP, the Plaintiffs respectfully ask this Court to unwind the errors of law, mistakes, neglect, and fraud that together resulted in an invalid and void Judgment.

ARGUMENT

Initially, the Order of Judgment is void for lack of due process. Not only did Defendants fail to serve Plaintiff Henderson properly, and at the correct address, but they failed to serve Plaintiff Antioch altogether, under the rules. Moreover, the Order of Judgment improperly awards relief not supported by the pleadings, it is tainted by fraud, and it should be vacated as corrupted by injustice and error of law. The Order Granting Defendants' Motion for Sanctions Pursuant to SCRCPP 37 takes the exceptionally drastic measure of

⁸ See Defendants' Motion to Quash and for Protection, filed March 18, 2026, moving for relief from, *inter alia*, a subpoena sent to Plaintiffs' former counsel and to Defendants' attorney. Respectfully, this motion should be heard, denied, and the requested discovery permitted prior to any hearing or decision on this motion. Defendants have no basis whatsoever to block Plaintiffs from their own file, nor to communications with their prior attorney.

striking Plaintiffs' pleadings based on error of law: Defendants represented to the court that they had served discovery requests on Plaintiff Antioch Group, and that Antioch acted in bad faith in failing to respond. This representation was false: Defendants never served Antioch with discovery requests. Moreover, the order striking pleadings commits error of law by imposing sanctions per Rule 37 on a party, for failure of a non-party to respond to a subpoena; Defendants' remedy against a non-party is found exclusively in Rule 45, SCRCP. Beyond that, as set forth below and in Plaintiffs' other filings with this Court, the orders and judgment at issue were irreparably tainted by error, mistake, fraud, and attorney abandonment.

I. The January 5, 2026, Judgment Is Void Because Plaintiffs Were Not Properly Served with Notice of the Damages Hearing.

As stated above, Rule 60(b)(4), SCRCP, authorizes relief where "the judgment is void." A judgment is void when the proceedings failed to provide proper due process or when the court lacked jurisdiction. *McDaniel v. U.S. Fidelity & Guaranty Co.*, 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996); *Tobias v. Rice*, 386 S.C. 306, 311, 688 S.E.2d 552, 554 (2010). Procedural due process requires, at a minimum, adequate notice and a meaningful opportunity to be heard. *Moore v. Moore*, 376 S.C. 467, 657 S.E.2d 743 (2008).

Rule 55(b)(2) expressly requires that notice of a hearing on unliquidated damages be provided to a party in default by first-class mail to that party's last known address. When service is made by mail, Rule 5(b) requires mailing to the party's last known address. Further, the Rule incorporates Rule 5(a), which requires that every written notice and similar paper be served "upon each of the parties." (emphasis added). These requirements were not satisfied as to either Plaintiff.

First, the notice directed to Henderson was mailed to 14 Antioch Drive, Greenville, South Carolina. See Purported Notice, attached hereto as Exhibit 1. As Henderson attests, he

has never resided at that address; rather, he grew up at 16 Antioch Drive, where his mother continues to reside. Henderson Aff. ¶ 28. Henderson therefore did not receive notice of the hearing and did not learn of the default proceedings until a neighbor of his mother delivered papers received from Defendants' counsel. *Id.* ¶ 38. Because the notice was mailed to an address that was never Henderson's address, it did not comply with Rule 5(b) or Rule 55(b)(2), SCRCP.

Second, Antioch Group was not separately served. Rule 5(a) requires service upon "each" party, and Antioch Group and Henderson are distinct litigants. A mailing to Henderson—even one purporting to name both Plaintiffs—could not substitute for separate service upon Antioch Group. That is the holding of *McCall v. Ikon*, 363 S.C. 646, 655, 611 S.E.2d 315, 319 (2005). There, the Supreme Court held that mailing a single letter addressed to two separate parties did not comply with Rules 5(a) and 55(b)(2), explaining that the Rules require each party to be served separately. The same defect exists here. No separate notice was mailed to Antioch Group even though the address of its registered agent was readily available.⁹ Further, the Amended Consent Order Relieving Counsel—which Defendants drafted—deprives Antioch as a corporation of any meaningful opportunity to be heard, considering that it lacks legal ability to appear *pro se*.

Because the default judgment was entered against Plaintiffs without the notice required by Rule 55(b)(2), and without due process of law, it is void. *Dymon, Inc. v. Hyman*, 305 S.C. 170, 172, 406 S.E.2d 388, 389 (Ct. App. 1991) (holding a default judgment void where the requisite written notice was not provided); *Stark Truss Co. v. Superior Construction Corp.*,

⁹ See, e.g., <https://businessfilings.sc.gov/BusinessFiling/Entity/Search> (S.C. Secretary of State's website providing the registered agent for Antioch Group).

360 S.C. 503, 511, 602 S.E.2d 99, 103 (Ct. App. 2004) (“Because no notice was given and no hearing was held, the default judgment was void. The circuit court erred in refusing to relieve Appellants from the void judgment.”); *see also Cruz v. Arete Wyndham Property Owner*, Op. No. 2026-UP-224, at 3 (S.C. Ct. App. filed May 13, 2026) (“Because the record lacks evidence supporting the finding that Casa Bahari received notice of the damages hearing, we must hold the circuit court abused its discretion in declining to set the default judgment aside.”).

Because neither Henderson nor Antioch Group was served in the manner required by Rules 5 and 55(b)(2), neither Plaintiff received the notice or opportunity to be heard required by due process. Accordingly, the January 5, 2026 judgment is void and must be vacated under Rule 60(b)(4), SCRCF.

II. As an additional basis to void the judgment, Plaintiffs were entitled to due process, including Rule 4 service, as to the manifold new allegations against them—far exceeding the rote, unsupported allegations in the Counterclaims—which improperly served as the basis for the default judgment.

Rule 5(a), SCRCF, requires “that pleadings asserting new or additional claims for relief against [parties in default] shall be served upon them in the manner provided for serving of summons in Rule 4.” That did not happen here. The relief sought by Defendants at the default damages hearing went far beyond the allegations in the counterclaims, and Plaintiffs Henderson and Antioch Group LLC were “each” entitled to service pursuant to Rule 4, SCRCF.

For example, the Counterclaims plainly allege that Henderson “acted on behalf of Plaintiff Antioch in all allegations set forth below,” and that “Plaintiff Henderson at all times acted on behalf of and as an agent of Plaintiff Antioch.” (Counterclaims, ¶¶ 4, 30). However, at the damages hearing, Defendants claimed they were entitled to relief against Henderson, including for the purported actions of Antioch Group, LLC. For this additional reason,

Henderson was deprived of due process—he was entitled under Rule 5(b) to Rule 4 service of previously unalleged claims for relief against him. Likewise, as discussed below, the claims and allegations made at the default damages hearing were new and previously unasserted, as against both Plaintiffs – entitling Antioch to Rule 4 service, as well.

Moreover, default does not convert “information and belief” allegations into proven liability, and the allegations of the Counterclaims were insufficient to support the massive default judgments awarded—which is why the Order of Judgment cites to Defendants’ testimony at the hearing in order to establish the elements of Defendants’ claims, rather than the deficient allegations of the Counterclaims. This was error of law, and it deprived Plaintiffs of due process.

South Carolina law strictly limits the admissions created by default to “well-pleaded” factual allegations. As the South Carolina Supreme Court held over a century ago, in a principle that remains binding today, “default does not admit that the facts pleaded are sufficient to constitute a cause of action, as the effect of the confession is limited to the material issuable facts well pleaded in the complaint.” *Gadsden v. Home Fertilizer & Chem. Co.*, 89 S.C. 483, 488, 72 S.E. 15, 17 (1911) (*quoting Gillian v. Gillian*, 65 S.C. 129, 43 S.E.386 (1903)). Rule 8, SCRCF, requires pleadings to contain “ultimate facts”, not bare legal conclusions, to state a cause of action. *Rotec Servs. v. Encompass Servs.*, 359 S.C. 467, 597 S.E.2d 881 (Ct. App. 2004); *Watts v. Metro Sec. Agency*, 346 S.C. 235, 550 S.E.2d 869 (Ct. App. 2001). The purpose of this requirement is straightforward; it is to provide fair notice to the opponent and the court. *Watts* at 238. **Defendants’ Counterclaim pleadings deprived both Plaintiffs of fair notice of the facts underlying the elements of Defendants’ claims.**

Defendants’ counterclaims are replete with allegations framed “upon information and

belief” rather than based on personal knowledge. For example, Defendants repeatedly preface core assertions of fraud, misappropriation, and loan activity with “upon information and belief,” including: the creation and use of Abundance Home Care 2, LLC, Henderson’s control over accounts, the destination of loan proceeds, and the alleged misappropriation of funds. Those allegations are not based on Priest’s personal knowledge; they expressly acknowledge uncertainty and lack of evidentiary support. Allegations pled “upon information and belief” are not “properly pleaded” facts because Plaintiff expressly disclaims the direct knowledge required under South Carolina’s fact pleading standard. By definition, such allegations rest on secondhand information rather than personal knowledge. Where Plaintiff herself acknowledges insufficient knowledge to state a fact directly, that “fact” cannot qualify as a well-pleaded allegation entitled to admission. *See United States of America et al v. Health Screening Services LLC et al*, No. 0:18-cv-02341-JDA (D.S.C. Mar. 24, 2026)(Finding information-and-belief allegations were not well pleaded under Rule 9(b) and could not support the sought relief); *see also J&J Sports Prods., Inc. v. Ramsey*, 57 F. App’x 93, 97–98 (3d Cir. 2018) (affirming denial of default judgment against an individual defendant where the plaintiff relied predominantly on allegations made “on information and belief”); *Carlisle v. Nat’l Commercial Servs., Inc.*, 722 F. App’x 864, 868 (11th Cir. 2018); *Balt. Line Handling Co. v. Brophy*, 771 F.Supp.2d 531, 545 (D.Md. 2011) (“An allegation made ‘on information and belief’ does not serve as a reliable foundation upon which to predicate a final judgment,”); *see, e.g., Oceanic Trading Corp. v. Vessel Diana*, 423 F.2d 1, 4-5 (2d Cir. 1970) (vacating default judgment that was based on factual assertions made “on information and belief”).

The Order’s damages awards rest on extra-pleading, “information and belief”-laden assertions and not on admitted, proven facts. For example, the lost-profits award of

\$1,892,187.81 is based entirely on a “Projected” 2021 Annual Budget and Exhibit 21’s internal calculations. The counterclaims, however, do not plead any specific profit figure or budget as a contractual benchmark, any allegation that Abundance was reasonably certain to earn \$33,444/month (\$401,328/year), or any factual connection between that projected figure and the years 2020–2025. Instead, the pleading states, “upon information and belief,” that Plaintiffs would increase revenue and assist with finances, and that misconduct caused unspecified “lost profits.” The exact dollar amount and time span are supplied only by internal spreadsheets.

Further, by building a six-year, seven-figure lost-profits award on a budget and a financial model that appear nowhere in the pleadings, the Order grants relief on factual grounds that go beyond the admitted allegations of the counterclaims. The \$195,574.62 “actual damages” figure derives from Exhibit 20 and Priest’s testimony, not from any specific, non-speculative factual allegations in the counterclaims. That exhibit aggregates rent obligations, checks to Henderson and Harrison, transfers to Heart of the Carolinas and other non-party entities, and loan repayments allegedly attributable to Henderson. But in the counterclaims, much of this is pled vaguely, and “upon information and belief” (e.g., that funds from loans “were disbursed to accounts that Henderson has exclusive control over” and that Henderson “converted those funds for his own benefit and for the benefit of Antioch.”

The punitive-damages award of \$782,298.48 relies not only on the barely pleaded allegations of fraud and fiduciary breach, but also on assumptions about “significant monetary assets” in “other business entities including but not limited to Heart of the Carolinas, LLC,” and Plaintiffs’ discovery conduct, which is not part of the counterclaims and

is, at best, collateral litigation behavior for which sanction have already been imposed. These considerations—especially asset-based assumptions and discovery conduct—are not pleaded as part of any cause of action and are neither quantified nor proven in the manner default law requires.

The “information and belief” problem is compounded by the Order’s treatment of non-party entities and individuals. The Order of Judgment repeatedly finds that Henderson “funneled” funds to Heart of the Carolinas, Sherman Residential Care, Palmetto Breakfast Club, Faith Hope and Charity Residential Care, and Edward Andre Harrison, and then uses those findings to support both compensatory and punitive damages. Yet: Heart of the Carolinas and the other entities are not parties; many of the allegations concerning them are explicitly pled “upon information and belief” and without identifying them; and the forensic accountant’s review of those entities’ accounts is admittedly incomplete due to lack of access.

Ultimately, this Court should vacate the Final Judgment because of failure of due process and error of law and fact. *Brophy*, 771 F.Supp.2d at 543 (“An allegation made “on information and belief” does “not serve as a reliable foundation upon which to predicate a final judgment.”), citing *Oceanic Trading Corp. v. Vessel Diana*, 423 F.2d 1, 4–5 (2d Cir. 1970) (vacating default judgment that was based on factual assertions made “on information and belief”).

III. As additional grounds, the January 5, 2026 Order of Judgment Should Be Vacated Because It Was Procured Through Fraud Upon the Court.

Pursuant to SCRCRCP Rule 60(b)(3), the Court may relieve a party from a judgment for “fraud, misrepresentation, or other misconduct of an adverse party.” “[I]n order to obtain equitable relief from a judgment based on fraud, the fraud must be extrinsic.” *Raby Const.*,

LLP v. Orr, 358 S.C. 10, 19, 594 S.E.2d 478 (2004). “Extrinsic fraud is ‘fraud that induces a person not to present a case or deprives a person of the opportunity to be heard.’” *Chewning v. Ford Motor Co.*, 354 S.C. 72, 80, 579 S.E.2d 605, 610 (2003).

The court in *Chewning* recognized that “the subornation of perjury by an attorney and/or the intentional concealment of documents by an attorney” constitutes extrinsic fraud. *Id.* at 82, 579 S.E.2d at 610. And in *Ray v. Ray*, the Supreme Court made clear that attorney participation is not necessary. 374 S.C. 79, 85–86, 647 S.E.2d 237, 240–41 (2007). Rather, “an act of perjury or concealment of a document coupled with an intentional scheme to defraud the court” justifies setting aside a judgment under Rule 60(b) for extrinsic fraud. *Id.* at 86, 647 S.E.2d at 241.

Here, Plaintiffs do not seek Rule 60 relief merely because they dispute Priest’s testimony. They seek relief because the alleged falsehoods were presented in an unopposed damages hearing after procedural acts that deprived Plaintiffs of the notice and opportunity necessary to test that evidence. The evidence supports a finding that Defendants-Counterclaimants engaged in an “intentional scheme to defraud the court” warranting vacatur of the January 5, 2026 judgment. *Id.* Specifically, Defendants-Counterclaimants’ narrative at the damages hearing constituted the “intentional scheme to defraud the court.” The evidence shows that the following material assertions were untrue: that Priest was unaware Henderson had created Abundance Home Care 2, LLC; that she lacked knowledge of and access to the accounts associated with that entity; that Henderson secretly obtained fraudulent loans in her name and diverted the proceeds; and that Priest first learned of Henderson’s alleged fraud when CCNB alerted her in November 2021.

To start, at the December 15, 2025 damages hearing, Priest testified that she had “no

knowledge” of Abundance Home Care 2, LLC until Justin Lee supposedly presented her with documentation in November 2021. Dec. 15, 2025 Tr. 21:1–10. That testimony cannot be reconciled with Priest’s own conduct years earlier. On September 27, 2018, Priest wrote a check for \$3,000.00 to herself from an Abundance Home Care 2, LLC account ending in 5532. More significantly, on May 20, 2020, Priest personally signed a check for \$130,000.00 from the Abundance Home Care 2, LLC TD Bank account ending in 5459. *See* Looper Aff. ¶ 14(c), filed Feb. 5, 2026. Despite the fact that she signed the check, she testified at the damages hearing that the \$130,000.00 transfer was used by Henderson to skim money. *See* Damages Hearing Transcript, at 36-38; Looper Aff. ¶¶ 13–22.

Priest further testified at the December 15, 2025 hearing that she only knew of two of the Abundance accounts. Tr. 23:15–17; 31:2–4. However, Marshall Looper attested that Priest had access to all six Abundance bank accounts, that she wrote checks from those accounts, and in November 2021, she revoked Looper’s access to all Abundance accounts. *See* Looper Aff. ¶¶ 13–22.

Moreover, Priest represented that she did not learn of Abundance Home Care 2, LLC until after CCNB allegedly alerted her to fraudulent activity in November 2021. Counterclaims ¶¶ 17, 19. The January 5, 2026 judgment expressly relied upon this testimony, finding that Plaintiffs were effectively removed from the partnership when Priest purportedly received notice of fraud from CCNB. *See* January 5, 2026 Order, at 21. However, Justin Lee, CCNB’s Executive Vice President, attests that those communications concerned routine SBA requests made before any PPP loans were forgiven and that the subject PPP loan was, in fact, forgiven. *See* Justin Lee Aff. ¶¶ 5–15.

This series of falsehoods constituted an intentional scheme to defraud the court at a

hearing where Plaintiffs were not present, by design of Defendants.¹⁰ It is not a scenario like in *Raby Construction, L.L.P. v. Orr*, where the alleged fraud consisted of false testimony and concealed evidence concerning matters the movant had an opportunity to discover and counter. 358 S.C. 10, 21–22, 594 S.E.2d 478, 484 (2004). Here, Plaintiffs had no opportunity at the damages hearing to confront Priest with the contradictory bank records, challenge her account of the \$130,000 transfer, or rebut her representation that she first learned of the alleged fraud through CCNB in November 2021. Priest knew that Plaintiffs could not counter her falsehoods so she lied repeatedly to the Court and these unchallenged falsehoods operated together to create the factual narrative upon which the Court imposed millions of dollars in unjustified damages. Under *Ray*, such perjury and concealment, when coupled with an intentional scheme to defraud the court, constitutes extrinsic fraud warranting relief under Rule 60(b)(3). 374 S.C. at 85–86, 647 S.E.2d at 240–41.

Accordingly, the Court should vacate the January 5, 2026 Order of Judgment under Rule 60(b)(3), SCRCP.

IV. The Court Should Also Vacate the Orders Striking Plaintiffs’ Pleadings and Entering Default on Defendants’ Counterclaims.

Although the service defect and lack of due process each independently require that the judgment be vacated, the antecedent orders striking Plaintiffs’ pleadings and entering default should also be set aside under SCRCP Rule 60(b), SCRCP.

A. Because Defendants never served discovery on Plaintiff Antioch Group, LLC, there was no basis to strike its pleadings, as a matter of law.

¹⁰ See, e.g. Section IV.A, discussing Defendants’ actions to impose sanctions on Plaintiff Antioch Group, LLC, for discovery requests that did not exist, as well as the procedural background discussing Defendants’ collaborative drafting of the Order Relieving Plaintiffs’ Counsel in a manner that was deeply prejudicial and deprived them of a fair and necessary opportunity to obtain new counsel.

As discussed above, despite complaining to the court within their Motion to Compel that “Defendants have received no discovery responses from Plaintiff Antioch Group, LLC,” the Defendants’ own exhibits show that they failed to serve any discovery requests on Antioch at all. Indeed, the items served by Defendants on Plaintiffs are itemized by Defendants in Exhibit 1 of their Motion to Compel as:

- Defendants’ Answer and Counterclaims
- Defendant Abundance Home Care, LLC’s First Set of Interrogatories and Requests for Production to Plaintiff Frank Henderson
- Letter and Subpoena to Coastal Carolina National Bank
- Letter and Subpoena to Still Water Accounting, LLC, et. al.
- Letter and Subpoena to Heart of the Carolinas, LLC
- Certificate of Service

As a matter of law, a party simply cannot be sanctioned for failure to respond to discovery requests that were never served upon it, and which do not even exist. The submission of discovery requests to a party is a legal prerequisite for moving to compel responses. *See* Rule 37(a)(2) (permitting a motion to compel only where “a party fails to answer an interrogatory submitted under Rule 33, or if a party, in response to a request for inspection submitted under Rule 34, fails to respond that inspection will be permitted as requested or fails to permit inspection as requested.”). Moreover, it is patently unfair and improper to accuse a party of “bad faith” and “willful disobedience” in failing to respond to non-existent discovery.

At a minimum, the Defendants’ Motion to Compel against Plaintiff Antioch Group, LLC—and the subsequent imposition of sanctions stemming from the motion—were the product of mistake or negligent misrepresentation to the court. The extraordinarily severe, death-sentence remedy of stricken pleadings may only be administered in furtherance of justice. *See* Rule 37(b)(2) (permitting the court to “make such orders in regard to the failure as are just.”). Likewise, this court has the power to unwind such an order “upon such terms as are just.” Rule 60(b), SCRCP. Because there was never a basis for sanctions against Antioch

Group, LLC, this Court should vacate its June 16, 2025 Order Granting Defendants' Motion for Sanctions Pursuant to SCRCP 37, relieve Antioch of the sanctions, and restore Antioch's pleadings in the interest of justice and as a matter of law.

B. The sanction striking Plaintiffs' pleadings was improperly imposed because the alleged discovery noncompliance involved a separate nonparty, not Plaintiffs.

The Court's June 16, 2025, Order struck Plaintiffs' pleadings based upon Heart of the Carolinas, LLC's failure to comply with Defendants' subpoena and the Court's July 30, 2024 Order compelling compliance with same. However, Heart of the Carolinas, LLC, is a legally distinct nonparty in this case. Thus, Plaintiffs' pleadings were improperly stricken based upon a nonparty entity's noncompliance of a subpoena.

The June 16, 2025 Order granted Defendants' Motion for Sanctions pursuant to SCRCP Rule 37. Subsection (b)(2)(C) of that rule allows the Court to issue "[a]n order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the **disobedient party**" *if* "a **party** or an officer, director, or managing agent of a **party** or a person designated under Rule 30(b)(6) or 31(a) to testify on **behalf of a party** fails to obey an order to provide or permit discovery, including an order made under subdivision (a) of this rule or Rule 35, or **if a party** fails to obey an order entered under Rule 26(f)." (emphasis added).

Accordingly, SCRCP Rule 37 only permitted the Court to strike Plaintiffs' pleadings if the noncompliance at issue was committed *by* the Plaintiffs (whom are parties to the action). The proper mechanism for addressing noncompliance of a subpoena by a nonparty such as Heart of the Carolinas is instead SCRCP Rule 45(e). Thus, the appropriate remedy for Heart of the Carolinas' alleged noncompliance was relief directed to that entity under SCRCP Rule

45—not the striking of Plaintiffs’ pleadings under SCRCP Rule 37. *See Moore v. BPS Direct, LLC*, No. 2:17-cv-03228-RMG, ECF No. 148, at 6 (D.S.C. July 8, 2019) (explaining that the proper mechanism for obtaining the documents from a nonparty “would have been a third-party subpoena under Rule 45”).

This is well-supported by the case law. In *McNair v. Fairfield County*, the South Carolina Court of Appeals stated “[u]nder Rule 37(b)(2)(C), SCRCP, when a **party** fails to comply with a discovery order, the trial court has the discretion to impose a sanction it deems just, including an order dismissing the action.” 379 S.C. 462, 466, 665 S.E.2d 830, 832 (Ct. App. 2008) (emphasis added). The court further noted that “severe sanctions” should “only be imposed in cases involving bad faith, willful disobedience, or gross indifference to the **opposing** party’s rights.” *Id.* at 466, 832 (emphasis added). *See also Barnette v. Adams Bros. Logging, Inc.*, 355 S.C. 588, 595, 586 S.E.2d 572, 576 (2003) (holding it improper to strike three plaintiffs’ complaints where the sanction was largely premised upon a fourth plaintiff’s refusal to sign a medical authorization form ordered to be signed by the court); *Karppi v. Greenville Terrazzo Co.*, 327 S.C. 538, 543–44, 489 S.E.2d 679, 682–83 (Ct. App. 1997) (holding that it was improper, *inter alia*, for the trial court to strike a defendant’s crossclaim—against another defendant—for the defendant’s violation of an order granting the plaintiff’s motion to compel requiring the defendant to make a witness available for deposition by the plaintiff).

Accordingly, the Court’s June 16, 2025 Order striking Plaintiffs’ pleadings based on Heart of the Carolinas, LLC’s failure to comply with Defendants’ subpoena was improper and should be vacated pursuant to Rule 60, SCRCP, because it is void or was entered as a result of mistake.

V. Plaintiffs' default on Defendants' counterclaims resulted from their former counsel's abandonment.

The October 24, 2025 default was not the product of a single inadvertent filing error. It arose from Plaintiffs' former counsel's sustained abandonment of Plaintiffs. Former counsel failed to file the reply to Defendants' counterclaims, failed to advise Plaintiffs of the counterclaims or their significance, and failed to inform Plaintiffs that they faced default as a result of counsel's omission. Henderson Aff. ¶¶ 21-24, filed Jan. 14, 2026. Even after Defendants moved for entry of default, former counsel neither informed Henderson nor Antioch Group of the motion nor took meaningful action to protect them from the consequences of counsel's own error. *Id.*

In fact, after May 27, 2025, Plaintiffs did not receive another email from their prior attorney until October 9, 2025, when they were asked to sign a document relieving her as counsel, which was sent to Frank Henderson without explanation from adobesign@adobesign.com. *Id.* ¶ 25.

The timing and manner of former counsel's withdrawal demonstrates the abandonment at issue. Default was entered on October 24, 2025—the same date former counsel submitted her Proposed Order ostensibly permitting herself to be relieved. *Id.* ¶¶ 26–27; see *Procedural Background, supra*. The court entered the Proposed Order on October 29th. Counsel then submitted an Amended Consent Order, collaboratively drafted with Defendants, on November 25, 2025, shortly before the December 15, 2025 damages hearing, without having meaningfully informed Henderson or Antioch of the default or the hearing or the need to obtain new counsel. *Id.* ¶¶ 27–29. Henderson attests that, had he known of the damages hearing, he would have retained new counsel, as he did immediately after learning of the default. *Id.* ¶ 29. Former counsel therefore did not merely mishandle a

deadline; she effectively withdrew from the representation while continuing to leave Plaintiffs exposed to dispositive proceedings.

Although an attorney's ordinary negligence is generally imputed to the client, that rule does not apply when counsel willfully and unilaterally abandons the representation. *See Tobias*, 386 S.C. at 311 n.5, 688 S.E.2d at 554 n.5 ("[T]he rule that an attorney's negligence may be imputed to his client and prevent the latter from relying on that ground for opening or vacating a judgment does not prevail where, as here, the attorney abandons or withdraws from the case.").

The court in *Graham v. Town of Loris* recognized that withdrawal at a crucial stage without reasonable notice constituted willful abandonment and that the consequences of such abandonment should not be imposed upon an innocent client. 272 S.C. 442, 452–53, 248 S.E.2d 594, 599 (1978). Former counsel's prolonged cessation of communication, failure to disclose dispositive orders and proceedings, failure to protect Plaintiffs from a default caused by counsel's own omission, and withdrawal immediately before the damages hearing constitute abandonment under *Graham*. *See generally id.*

Because the October 24, 2025 default was the direct product of Plaintiffs' former counsel's willful abandonment rather than any knowing or willful failure by Plaintiffs to defend the counterclaims, the Order entering default should be vacated under SCRCP Rule 60 as void. *See Stearns Bank Nat. Ass'n v. Glenwood Falls*, 373 S.C. 331, 342, 644 S.E.2d 793, 799 (Ct. App. 2007) ("Our law thus instructs that an exception to the general rule applies when the attorney's inaction was the consequence of willful abandonment or withdrawal from the case. Where an attorney is merely neglectful, the general rule applies and relief from judgment is unavailable; where an attorney's conduct transcends mere neglect and the party

seeking relief establishes willful abandonment or withdrawal from the case, relief from judgment is available.”), *rev’d on other grounds*, 375 S.C. 423, 653 S.E.2d 274.

VI. The Receivership Order Must Be Vacated with the Underlying Judgment.

In addition to the reasons set forth in Plaintiffs’ Motion to Vacate Receivership, the order appointing a receiver was entered to enforce or preserve assets in satisfaction of the January 5, 2026 Order of Judgment. Once that judgment is declared void, the receivership has no valid judgment upon which to operate and must likewise be dissolved.

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court:

1. Vacate the January 5, 2026 Order of Judgment;
2. Vacate the December 16, 2025 judgment;
3. Vacate the October 24, 2025 order entering default on Defendants’ counterclaims;
4. Vacate the June 16, 2025 order striking Plaintiffs’ pleadings;
5. Vacate the January 15, 2026 Receivership Order;
6. Restore Plaintiffs’ claims and defenses to the active trial roster; and
7. Grant such other and further relief as the Court deems just and proper.

Plaintiffs reserve the right to file additional memorandum of law and exhibits in further support of this Motion.

[signature block appears on the next page]

Respectfully submitted,

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Attorneys for Plaintiffs

Frank Henderson and Antioch Group

August 7, 2026

Charleston, South Carolina

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

JUDGMENT IN A C

CASE NO. 2022CP2200650

Frank Henderson et al
 PLAINTIFF(S)

Tyrhonda Priest et al
 DEFENDANT(S)

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.
- ☐ **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 (formal order to follow) ☒ Statement of Judgment by the Court:

This case is on appeal to the S.C. Court of Appeals. The S.C. Court of Appeals held the appeal in abeyance pending this court's hearing and ruling on the plaintiffs'appellants' Motion to Vacate Judgment pursuant to Rule 60 (b), SCRCP. The parties disagree on what this court has jurisdiction to hear as numerous motions have been filed and remain pending. Therefore, the motions scheduled for hearing on 9/10/2026 are CONTINUED, over the objection of the defendants/respondents, so the plaintiffs'appellants can get clarification from the S.C. Court of Appeals on what motion(s) are to be heard and ruled upon by the Circuit Court.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/10/2026 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: 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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF GREENVILLE

Frank Henderson and Antioch Group, Plaintiffs,

v.

SUBPOENA IN A CIVIL CASE

Abundance Home Care and Tyrhonda Priest,
Defendants.

Case Number: 2022-CP-22-00650

Pending in GEORGETOWN County

TO: Law Office of Yvonne Murray Boyles, 1930 Henderson St, Columbia, SC 29203, yvonne@murrayboyleslaw.com

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM
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☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

See attached Exhibit A.

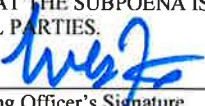
PLACE Wesley D. Few, LLC 416 E. North St., 2 nd Floor Greenville, SC 29601	DATE AND TIME March 31, 2026, 4:00 PM
--	---------------------------------------

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM
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ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.


Attorney/Issuing Officer's Signature
Indicate if Attorney for Plaintiff or Defendant
Attorney's Address and Telephone Number:
Wesley D. Few, Attorney for Plaintiffs
416 E. North Street, 2nd Floor
Greenville, SC 29601
864-527-5906

3/17/26
Date

Print Name

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and Telephone Number ;

Date

Print Name

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a

person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit A

- (1) All communications, by or between Law Office of Yvonne Murray-Boyles and/or Yvonne Murray-Boyles, Esq., and the following people or entities:
 - i. R. Mills Ariail, Jr. or anyone at his law firm from Nov. 18, 2021 to Mar. 17, 2026;
 - ii. Justin D. Mihalic or anyone at his law firm employer, Ariail Law Firm, from Nov. 18, 2021 to Mar. 17, 2026;
 - iii. Frank L. Henderson since Nov. 1, 2021;
 - iv. Any member or representative of Antioch Group, LLC, a/k/a Antioch Group;
 - v. Tyrhonda Priest, a/k/a Tyrhonda C. Livingston, a/k/a Tyrhonda Charlette Livingston since Nov. 18, 2021;
 - vi. Georgetown County, including its officers, employees, and/or agents, including without limitation its clerks of court, since May 22, 2025; and
 - vii. any judge, including without limitation: (i) The Honorable Benjamin H. Culbertson or (ii) The Honorable Alex B. Hyman (see three (3) attached emails, Jan. 14, 2026) since May 22, 2025;
- (2) All documents and communications related to your representation of the Plaintiffs in the above-captioned lawsuit, including but not limited to pleadings, discovery requests, discovery responses, witness interviews, depositions, deposition notices, motions, or any documents stored in your electronic or hard copy files;
- (3) To the extent not provided in response to one of the preceding requests, with regard to the matters and parties in the above-captioned lawsuit, all:
 - i. representation agreements,
 - ii. invoices and billing statements,
 - iii. collections reports,
 - iv. accounting records,
 - v. professional liability insurance policies, in effect since Jan. 1, 2021; and
 - vi. correspondence.



Wes Few <wesfewsc@gmail.com>

Henderson v Priest 2022-CP-22-00650

1 message

Yvonne Murray-Boyles <yvonne@murrayboyleslaw.com>

Wed, Jan 14, 2026 at 11:46 AM

To: "dculbertsonsc@sccourts.org" <dculbertsonsc@sccourts.org>

Cc: "wes@wesleyfew.com" <wes@wesleyfew.com>, Mills Ariail <mills@rmalawoffice.com>, Marcia Foy <Marcia@murrayboyleslaw.com>, Laurrinda Barrentine <Laurrinda@murrayboyleslaw.com>

Good morning Judge Culbertson,

I am in receipt of an Affidavit presented to the Court on behalf of Frank Henderson. I am requesting an in camera hearing on the statements in the affidavit presented to the Court.

If you have any questions or concerns, please do not hesitate to contact me.

With kindest regards, I am



Yvonne Murray-Boyles, Esquire
Law Office of Yvonne Murray-Boyles
1930 Henderson Street
P. O. Box 7592
Columbia, South Carolina 29202
Office: 803-764-7463
Facsimile: 803-764-7467
yvonne@murrayboyleslaw.com
www.murrayboyleslaw.com

****CERTIFIED FAMILY COURT MEDIATOR****

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Due to attorney court scheduling if you require an immediate response within twenty four (24) hours you MUST copy and/or write directly to Office Manager and Paralegal Marcia Foy (marcia@murrayboyleslaw.com). You will consider this your constructive notice that I have not received your message timely if my paralegal has not been sent a copy of your message, and any email that does not comply with this notice shall be returned when I am so able, and will be responded to in the order received.

NOTICE TO CLIENTS: Do not share this email or its attachments with anyone except this law firm because doing so may result in the loss of attorney-client privilege.

A#-1

ELECTRONICALLY FILED - 2026 Mar 18 8:37 AM - GEORGETOWN - COMMON PLEAS - CASE#2022CP2200650

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Wes Few <wesfewsc@gmail.com>

RE: Henderson v Priest 2022-CP-22-00650

1 message

Wed, Jan 14, 2026 at 11:49 AM

Yvonne Murray-Boyles <yvonne@murrayboyleslaw.com>

To: "bculbertsonsc@sccourts.org" <bculbertsonsc@sccourts.org>

Cc: "wes@wesleyfew.com" <wes@wesleyfew.com>, Mills Ariail <mills@rmalawoffice.com>, Marcia Foy <Marcia@murrayboyleslaw.com>, Laurinda Barrentine <Laurinda@murrayboyleslaw.com>

Good morning Judge Culbertson,

I am in receipt of an Affidavit presented to the Court on behalf of Frank Henderson. I am requesting an in camera hearing on the statements in the affidavit presented to the Court.

If you have any questions or concerns, please do not hesitate to contact me.

With kindest regards, I am



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Att-3

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Wes Few <wesfewsc@gmail.com>

RE: Henderson v Priest 2022-CP-22-00650

1 message

Yvonne Murray-Boyles <yvonne@murrayboyleslaw.com>

Wed, Jan 14, 2026 at 12:38 PM

To: Mills Ariail <mills@rmalawoffice.com>, "wes@wesleyfew.com" <wes@wesleyfew.com>

Cc: "B. Alex Secretary Hyman" <bhyman@sccourts.org>, "bculbertson@sccourts.org" <bculbertson@sccourts.org>, "dculbertson@sccourts.org" <dculbertson@sccourts.org>, Marcia Foy <Marcia@murrayboyleslaw.com>, Laurinda Barrentine <Laurinda@murrayboyleslaw.com>, Ryan Lewis Beasley <rlb@ryanbeasleylaw.com>, Justin Mihalic <justin@rmalawoffice.com>, "Cassy G. Young" <cassy@wesleyfew.com>, Denise LaBeck <denise@rmalawoffice.com>, "wes@wesleyfew.com" <wes@wesleyfew.com>

Good afternoon Judge Culbertson and Judge Hyman,

I am highly concerned about the allegations in the affidavit of Mr. Henderson, which bears directly on the status of this case. I am deeply troubled by this affidavit. I believe that an in-camera hearing is absolutely necessary regardless of the motions filed by either party. This affidavit has been notarized and filed with the Court and I cannot sit idly and not speak up on this matter. Thank you for your consideration.

If you have any questions or concerns, please do not hesitate to contact me.

With kindest regards, I am



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1930 Henderson Street
P. O. Box 7592
Columbia, South Carolina 29202
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Aa-5

ELECTRONICALLY FILED - 2026 Mar 18 8:37 AM - GEORGETOWN - COMMON PLEAS - CASE#2022CP2200650

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From: Mills Ariail <mills@rmalawoffice.com>

Sent: Wednesday, January 14, 2026 12:28 PM

To: wes@wesleyfew.com

Cc: Yvonne Murray-Boyles <yvonne@murrayboyleslaw.com>; B. Alex Secretary Hyman <bhyman@sccourts.org>; bculbertson@sccourts.org; dculbertson@sccourts.org; Marcia Foy <Marcia@murrayboyleslaw.com>; Laurrinda Barrentine <Laurrinda@murrayboyleslaw.com>; Ryan Lewis Beasley <rlb@ryanbeasleylaw.com>; Justin Mihalic <justin@rmalawoffice.com>; Cassy G. Young <cassy@wesleyfew.com>; Denise LaBeck <denise@rmalawoffice.com>; wes@wesleyfew.com

Subject: Re: Henderson v Priest 2022-CP-22-00650

Judge Culbertson and Judge Hyman, We have filed a response in opposition to the request for continuance and request that the motion for appointment of a receiver proceed tomorrow. We are extremely concerned about new information we have learned today regarding the actions of the Plaintiffs. The attempt to delay this hearing is extremely troubling to the Defendants and we believe that the Defendants will be prejudiced by any delay. Thank you and I am leaving Greenville to travel to Georgetown for the hearing tomorrow.

May God bless you and your family.

R. Mills Ariail, Jr.

Attorney at Law

Law Office of R. Mills Ariail, Jr.

114-C Poinsett Highway

Greenville, SC 29609

864-232-9390

God has given us eternal life and this life is in his Son. Whoever has the Son has life; whoever does not have the Son of God does not have life.

1 John 5:11-12

AH-6

On Jan 14, 2026, at 12:17 PM, Wes Few <wesfewsc@gmail.com> wrote:

Your Honors,

In follow up to the email below from former counsel to Plaintiffs Frank Henderson and Antioch Group in this action, I am adding Chief Judge Hyman, and all counsel of record in the matter to include Mr. Mihalic and Mr. Beasley.

My clients Plaintiffs Frank Henderson and Antioch Group filed a Motion to Continue (filed Jan. 7, 2026, attached) the Defendants' Emergency Motion for a Receivership, filed Dec. 17, 2025.

The Emergency Motion for Receivership is set to be heard tomorrow at 9:30 AM, as no. 10 on the roster before Judge Culbertson.

Defendants filed an Opposition to the Motion to Continue on Jan. 8, which is also attached.

Attached is a filed copy of the Affidavit of Frank Henderson, with Exhibits A-C, which was filed earlier this morning.

This Motion to Continue and Affidavit in Support of it will be supplemented with a lengthy Motion for Relief from Judgment under Rules 55, 59 and 60, which we are preparing to file today.

Based on the Order of Judgment entered on Jan. 5, 2026, a Rule 59 Motion is due 10 days thereafter, which is tomorrow.

In addition, we have ordered the default damages hearing transcript on Dec. 15, 2025.

The Court Reporter has advised the expedited transcript order will be / should be available Jan. 20, 2026.

We believe the Court need not move fwd on these matters unless and until a complete record can be put before the Court, including the default damages / trial transcript.

We also believe the testimony in the default damages / trial transcript from Dec. 15 2025 will be highly relevant to the Motion for Relief from Judgment referenced above.

It had been my intention to follow up on these matters later today with Your Honors' chambers once the Motion for Relief was filed and of record.

Upon receipt of the email below from former counsel to Plaintiffs, it seemed best to go ahead and put all this information before the Court now.

It is our hope to get all these matters heard by the Court as soon as reasonably possible and at a time when they are ripe and fully briefed.

We will, of course, plan to be present tomorrow to oppose the Motion for Receivership unless and until we are advised otherwise.

I am also attaching the proposed Order for the Motion for Continuance (in MS Word format), as I do not see where it appears on the online docket.

If anything further is needed from counsel, please let us know.

Most Respectfully,

-Wes Few

Counsel to Plaintiffs Frank Henderson and Antioch Group

A#-7

WES FEW | 864-527-5906 - phone | 864-404-7792 - mobile | wes @ wesleyfew com | Wesley D. Few, LLC
 | Mail: P.O. Box 9398, Greenville, SC 29604 | Deliveries: 416 East North Street, 2nd Floor, Greenville, SC
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 00383-002

On Wed, Jan 14, 2026 at 11:47 AM Yvonne Murray-Boyles <yvonne@murrayboyleslaw.com> wrote:

Good morning Judge Culbertson,

I am in receipt of an Affidavit presented to the Court on behalf of Frank Henderson. I am requesting an in camera hearing on the statements in the affidavit presented to the Court.

If you have any questions or concerns, please do not hesitate to contact me.

With kindest regards, I am

<image001.png>

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<2026-01-07__FILED Motion for Continuance of Hearing - WDF SAVED.pdf>

<2026-01-08__FILED Defendants' Response in Opp of Plaintiffs' Motion for Continuance.pdf>

<2026-01-07__FILED Ex 1 - Oct. 2024 Return on Mtion for Default - Mf Continuance WDF SAVED.pdf>

<2026-01-07__FILED Ex 2 - Docket Report w 7 Orders for Protection WDF SAVED.pdf>

<2026-01-14__FILED Ex C - June of 2024 mediation invoice paid.pdf>

<2026-01-14__FILED Ex A - Partnership Agreement.pdf>

<2026-01-14__FILED Affidavit of Frank Henderson.pdf>

<2026-01-14__FILED Ex B - Oct. 9, 2025 Adobe sign consent to relieve.pdf>

<2026-01-07__FINAL Proposed Order for Continuance of Hearing.docx>

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF GREENVILLE

Frank Henderson and Antioch Group, Plaintiffs,

v.

SUBPOENA IN A CIVIL CASE

Abundance Home Care and Tyrhonda Priest,
Defendants.

Case Number: 2022-CP-22-00650

Pending in GEORGETOWN County

TO: Law Office of R. Mills Ariail, Jr., 114-C Poinsett Highway, Greenville, SC 29609, mills@rmalawoffice.com☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM
---------------------	--------------------

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:See attached Exhibit A.

PLACE Wesley D. Few, LLC 416 E. North St., 2 nd Floor Greenville, SC 29601	DATE AND TIME March 31, 2026, 4:00 PM
--	---------------------------------------

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM
----------	--------------------

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.


 Attorney/Issuing Officer's Signature
 Indicate if Attorney for Plaintiff or Defendant
 Attorney's Address and Telephone Number:
Wesley D. Few, Attorney for Plaintiffs
416 E. North Street, 2nd Floor
Greenville, SC 29601
864-527-5906

Date

March 17, 2026

Print Name

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and Telephone Number :

Date

Print Name

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

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person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit A

- (1) All communications with Yvonne Murray-Boyles or anyone at her law firm from Nov. 18, 2021 to Feb. 13, 2026.
- (2) All communications with the damages expert identified in the Dec. 15, 2025 hearing transcript at page 23, lines 7 to 17 as Stephanie West or anyone at her place of employment relating to the matters put at issue in this Civil Action No. 2022-CP-22-00650 from Nov. 18, 2021 to Feb. 13, 2026. (see transcript below).

7 Q. And you also contacted a forensic accountant; is
8 that correct?
9 A. That's correct. Ms. Stephanie West.
10 Q. And she was -- was she able to complete a forensic
11 analysis on the bank accounts?
12 A. No, because there were accounts that she didn't
13 have any knowledge to and I didn't have any knowledge to as
14 well.
15 Q. Is it correct to say that you only had access to
16 two of the at least five Abundance Home Care accounts?
17 A. Yes, sir.

- (3) Any and all returned mail items received by your office in this action since Sept. 3, 2025. For example, as is shown on the attached document (page 5 of 5) filed by the Clerk's Office today at 10:10 A.M.



ALMA Y. WHITE

Georgetown County Clerk of Court
Common Pleas Court
PO Box 479 Georgetown, SC 29442

3/13

RETURN RECEIPT
REQUESTED

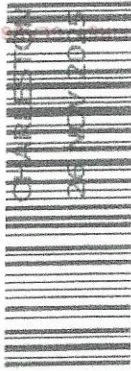
Frank Henderson
14 Antioch Dr
Greenville, SC

not-5 of 5

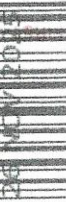
CERTIFIED MAIL™



SC 294



ANP3



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7011 0470 0003 4637 9754

295 55 1 0105/11/25
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
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SC: 2944204793 *2927-04912-26-21
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For delivery information visit our website at www.usps.com .	
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Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
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Total Postage & Fees \$	USPS 29-CP-1050
Sent To: <u>Frank Henderson</u> Street, Apt. No., or PO Box No.: <u>14 Antioch Drive</u> City, State, ZIP+4: <u>Greenville, SC 29605</u>	
PS Form 3800, August 2006 See Reverse for Instructions	

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Sep 18 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

The Honorable Benjamin H. Culbertson, Presiding Circuit Court Judge
The Honorable William H. Seals, Jr., Presiding Circuit Court Judge
The Honorable William P. Keesley, Presiding Circuit Court Judge

Circuit Court Case No. 2022-CP-22-00650
Court of Appeals Case No. 2026-000265

Frank Henderson and Antioch Group.....Appellants,

v.

Abundance Home Care and Tyrhonda Priest.....Respondents,

PROOF OF SERVICE

I certify that on September 18, 2026, I served Appellants' *Request for Clarification* on Respondents by sending the same to the below-listed attorneys of record at their email addresses of record with the AIS:

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864-232-9390 | mills@rmalawoffice.com

and

Justin D. Mihalic
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Respectfully submitted,

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s/Ainsley F. Tillman

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