

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Mark Hayes, II, Circuit Court Judge

Case No. 2018-CP-42-03579
Appellate Case No. 2025-000020

Charna Henson, as Trustee of the Lewis
C. Mason Revocable Trust Dated
September 6, 2001, as Amended and
Restated June 19, 2008, d/b/a/ L.C.
Mason Enterprises

Appellant,

v.

Nabil E. Saleh, Amanda
Shadon Miller and Sparkle
City Motors

Respondents.

FINAL BRIEF OF RESPONDENT AMANDA SHADON MILLER

/s/ Scott F. Talley

Scott F. Talley
TALLEY LAW FIRM, P.A.
1001 N. Fraser Street,
Georgetown, SC 29440
(843) 604-2397
Attorney for Respondent Amanda
Shadon Miller

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SC Court of Appeals

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STATEMENT OF ISSUES ON APPEAL

- I. THE TRIAL COURT DID NOT ERR IN LIMITING DAMAGES AWARDED TO THE APPELLANT TO THE AMOUNT OF \$358,465.98.**

- II. THE TRIAL COURT DID NOT ERR IN FINDING THAT RESPONDENT MILLER DID NOT SIGN A PERSONAL GUARANTEE OR OTHER AGREEMENT SUPPORTED BY VALUABLE CONSIDERATION, THEREFORE SHE WAS NOT JOINTLY AND SEVERALLY LIABLE FOR THE DEBTS OWED TO APPELLANT BY RESPONDENTS NABIL E. SALEH AND SPARKLE CITY MOTORS.**

STATEMENT OF FACTS

Respondent Nabil E. Saleh d/b/a Sparkle City Motors began doing business with the Appellant in or around 2007. (R, p. 1). Over a period of almost seven and one-half years, Appellant floor planned cars for Respondent Saleh; this line of credit type financing increased from \$350,000 in early 2008 to \$940,000 in July 2015. (R. p. 2). Respondent Saleh experienced some troubles during that time period, and as a result, due to his personal relationship with Respondent Amanda Shadon Miller, he added her to the business such that it could continue to operate. (R p. 3 and p. 7). In 2016, Appellant approached Respondent Miller and requested that Miller grant Appellant a mortgage against property owned by Miller. Miller declined to do so. Appellant alleges that Miller did sign a Personal Guarantee in March 2016. (R p. 838-839). At that time, Appellant's Promissory Note agreement with Respondent Saleh was still the July 7, 2015 Note for \$940,000. (R p. 835). At the time Miller allegedly signed a Personal Guarantee in March 2016, no increase in the line of credit was entered between Appellant and Saleh and no consideration was paid to or given to Miller for allegedly agreeing to sign the Personal Guarantee. On the same March 2016 date, Miller allegedly signed a floor plan agreement with a credit limit of \$940,000. (R p. 852). Testimony and evidence at the trial was offered by both Appellant and Respondent Miller as to the time and funding of certain improvement projects conducted on property owned by Miller. (R p. 515-519, 78-781). Miller submitted photographs of a pool and other improvements as well as documents regarding the construction of a shop on her property that pre-dated the alleged loans for such projects by the Appellant. (R p. 1813-1816)

ARGUMENT

I. THE TRIAL COURT DID NOT ERR IN LIMITING DAMAGES AWARDED TO THE APPELLANT TO THE AMOUNT OF \$358,465.98

Respondent Miller asks the Court to affirm the award of damages to Appellant as set forth in the Final Order of the trial court for the reasons set forth therein and as argued below.

II. THE TRIAL COURT DID NOT ERR IN FINDING THAT RESPONDENT MILLER DID NOT SIGN A PERSONAL GUARANTEE OR OTHER AGREEMENT SUPPORTED BY VALUABLE CONSIDERATION, THEREFORE SHE WAS NOT JOINTLY AND SEVERALLY LIABLE FOR THE DEBTS OWED TO APPELLANT BY RESPONDENTS NABIL E. SALEH AND SPARKLE CITY MOTORS.

The trial court found that Miller was not liable for the damages awarded to Appellant against Respondent Saleh since no new consideration existed for the 2016 documents Miller allegedly signed as they were identical to the floor plan documents signed by Respondent Saleh in July 2015. (R. p. 7). Even Appellant sets forth case law that supports the order of the trial court as to Respondent Miller. As set forth in the brief of the Appellant, “a guaranty must be supported by sufficient legal consideration, which can consist of either a benefit to the principal obligor or guarantor, or some detriment to the obligee.” *Hope Petty Motors of Columbia, Inc. v. Hyatt*, 310 S.C. 171, 178, 425 S.E.2d 786, 791 (Ct. App. 1992). Consideration that is wholly past is not in valuable consideration. *Future Group II v. NationsBank*, 324 S.C. 89, 97, 478 S.E.2d 45, 49 (1996). Appellant cites no evidence in the record of any amount of new consideration lent or paid by Appellant after the July 2015 Promissory Note was entered by Respondent Saleh. Appellant cites *Branch Banking & Trust Co. of S.C. v. Carolina Crank & Core*, 262 S.C. 647, 653, 608 S.E.2d 896 (Ct. App. 2005) for the incorrect proposition that since the note and guaranty were signed on the same date, the consideration of the note functions as the consideration for the guaranty.

However, the record clearly reflects that the Note was entered by Saleh in July 2015 for which Miller allegedly signed a Personal Guaranty in March 2016. When the guaranty is made after the contract is completed, and is not for the benefit of the guarantor. In such case, the original consideration being exhausted, there must be some new and sufficient consideration to support it, otherwise it will be void. And when it is shown that the guaranty was made after the completion of the note or other contract, there is no presumption of consideration, but the contrary; and the plaintiff must prove a new and express consideration in order to enforce it.” *Lowndes v. McCabe Fertilizer Co. et al*, 157 S.C. 371, 154 S.E. 641, 644 (1930).

Appellant’s arguments that without Miller signing documents in 2016, she would not have continued to do business with Saleh fail also. Saleh was already indebted to the Appellant for monies loaned to him through 2015 as evidenced by the notes he signed. (R p. 822-835). Appellant continued doing business with Saleh because her failure to do so would have yielded an even less favorable financial outcome for her. The arguments of Appellant at trial that Miller used loan funds for improvements to her real property were found to be without merit based on “loan documents”, photographs and testimony submitted. (R p. 7-8, 30). “The broad scope of review applicable to appeals in equity actions does not, however, require an appellate court to disregard the findings below or ignore the fact that the trial judge is in the better position to assess the credibility of the witnesses.” *Mid-S. Mgt. Co. Inc. v. Sherwood Dev. Corp.*, 374 S.C. 588, 596, 649 S.E.2d 135, 140 (Ct. App. 2007) (quoting *Hunting v. Elders*, 359 S.C. 217, 223, 597 S.E.2d 803, 806 (Ct.App.2004)).

Appellant seems to further her argument against Miller by asking this Court to pierce the corporate veil, in essence, of Sparkle City Motors. The trial court correctly found that the Appellant’s dealings were with Saleh, and that such dealings, with high points and low points along

the way, had been the way they conducted business with each other long before Miller ever entered Saleh's life.

CONCLUSION

For the reasons argued herein and presented in the Record on Appeal, Respondent Miller believes that this Court should affirm the Final Order of the Trial Court.

/s/ *Scott F. Talley*

Scott F. Talley
TALLEY LAW FIRM, P.A.
1001 N. Fraser Street,
Georgetown, SC 29440
(843) 604-2397
Attorney for Respondent Amanda
Shadon Miller

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PROOF OF SERVICE

The undersigned hereby certifies that on September 25, 2026, Respondent Amanda Shadon Miller's Motion for Extension of Time to File Final Brief and Final Brief were served on all counsel of record via email containing the above referenced documents to counsel's individual AIS email address as follows:

Gary L. Compton, Esquire
296 S. Daniel Morgan Avenue
Spartanburg, SC 29306
gary@garylcompton.com

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Sep 25 2026
SC Court of Appeals

David Alan Wilson, Esquire
200 Whitsett Street
Suite 100-B
Greenville, SC 29601
dwilson@greenvillesclaw.com

Andrew J. Johnston, Esquire
PO Box 3252
Spartanburg, SC 29304
AJOHNSTON@SPARTANBURGLEGAL.COM

/s/ *Scott F. Talley*
Scott F. Talley
TALLEY LAW FIRM, P.A.
1001 N. Fraser Street
Georgetown, South Carolina 29440
(843) 604-2397
Attorney for Respondent Amanda Shadon
Miller