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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Dale Van Slambrook, Circuit Court Judge

Appellate Case No. 2024-001734

Olga Teslenko, Appellant,

v.

Joe Kocsis and Carpet King & Flooring, Respondents.

**APPELLANT'S EMERGENCY MOTION FOR LEAVE TO FILE AMENDED INITIAL
BRIEF TO CORRECT ERRONEOUS FOUNDATIONAL TERMINOLOGY AND ADJUST
BRIEFING SCHEDULE**

NOW COMES Appellant, acting *pro se*, and respectfully moves this Honorable Court pursuant to Rules 208, 210, 211, and 240, SCACR, Article V, § 5 and Article I, § 3 of the South Carolina Constitution, and the Fourteenth Amendment to the United States Constitution, for leave to amend her accepted Initial Brief to correct erroneous foundational terminology and to adjust the briefing schedule accordingly.

This motion is submitted on an emergency basis in light of the October 13, 2026 final briefing deadline set by the Court's September 21, 2026 letter. Because Appellant used erroneous legal terminology, the Initial Brief's argumentation is grounded on inaccurate legal premises. Because the Final Brief must be identical in text and argumentation to the Initial Brief under Rule 211, SCACR, leave to correct this erroneous foundational terminology is necessary prior to final brief submission to prevent an unintended forfeiture of the appeal or an improper waiver of substantive claims.

In support of this Motion, Appellant states the following:

I. FACTS.

1. Trial Exhibits Reviewed, Examined, and Retained by the Magistrate. At trial in the magistrate court, Appellant presented a package of physical paper exhibits and a flash drive, proffering each with specificity (Exhibit 1). The magistrate reviewed, examined, and retained these exhibits without objection, treating them as part of the trial record. The trial record confirms the exhibits and reflects no objection, notice of deficiency, or ruling to strike (Exhibit 2).
2. Induced Reliance. The magistrate's review, examination, and retention of Appellant's exhibits without objection induced Appellant's reasonable, good-faith reliance that they were properly admitted in evidence (Exhibit 3).
3. Corrective Exhibits Filed to Cure Omission in Return. The magistrate's return to the circuit court omitted key exhibits. On July 22, 2024, Appellant re-filed the omitted exhibits as "evidence which I submitted to the Magistrate...and which has been omitted in the return documents...I would like to propose to include this evidence in the Record on Appeal as the evidence omitted in the Magistrate return" (Exhibit 4).
4. Continued Reliance on Proper Admission. When the corrective filing was miscaptioned on the docket by court staff, Appellant moved to correct the miscaptioning, clarifying that the July 22, 2024 filing constituted original trial evidence, which was reviewed during the magistrate trial (Exhibit 5 & 6).
5. Corrective Exhibits Uncontested at Circuit Court Hearing. At the circuit court hearing, Appellant testified under oath that the magistrate reviewed and retained the exhibits at trial without objection (Exhibit 7, p. 5, lines 22–25; p.6, lines 2–14; p. 7, lines 3–23; p. 8, lines 2–13) and that the return omitted some of these materials (Exhibit 7, p. 9, line 20–p. 10, line 6). Respondent did not appear and no objection to the corrective exhibits was ever raised (Exhibit 7, pp. 4–13).
6. Corrective Exhibits Acknowledged by Presiding Judge. The Presiding Judge acknowledged Appellant's corrective filing as a motion to admit (Exhibit 7, p. 4, line 12) and took the case under advisement, intending to "review all of those documents that are in that return and, and find the summary portion of it as well" (Exhibit 7, p. 10, line 10–12; p. 12, line 7–9).

7. Identity of Corrective Exhibits Confirmed by Logical Necessity. Appellant's motion for reconsideration demonstrated that the corrective exhibits are of necessity identical in content and substance to the trial exhibits, submitted at trial (Horry County Circuit Court Docket Entry, 9/20/2024).
8. Corrective Exhibits Transmitted. On November 26, 2025, this Court granted Appellant's third motion to compel transmission in the alternative relief and permitted transmission of the corrective exhibits to complete the record (Exhibits 8 & 9). The Order omitted a critical part of the requested relief which requested that the transmitted exhibits were received *nunc pro tunc* as of July 22, 2024, leading to ongoing procedural ambiguity (Exhibit 9, COA Docket Entries 8/10/2026, 8/12/2026, 8/17/2026, 9/02/2026, 9/11/2026, 9/21/2026).
9. **Corrective Exhibits Designated and Accepted.** On December 1, 2025, the corrective exhibits were transmitted. On February 12, 2026, Appellant filed an amended Initial Brief and Designation of Matter conforming to the newly transmitted record, which this Court accepted as filed on April 21, 2026 (COA Docket Entries 1/13/2026, 2/12/2026, 4/21/2026).
10. **Erroneous Foundational Terminology in Accepted Initial Brief:** As a *pro se* litigant not formally trained in legal procedure, Appellant did not realize that evidence physically reviewed and retained by a magistrate without objection must be accompanied by an explicit, formal ruling stating "admitted into evidence." Relying on the physical, unconditional retention of her exhibits at trial, Appellant used legal terms such as "admitted evidence," "authenticated," and "admitted in evidence" throughout all appellate filings, including the accepted Initial Brief.

II. LEGAL BASIS AND ARGUMENT.

A. Corrective Exhibits are Part of the Record on Appeal.

Rule 210(c), SCACR, mandates that the Record on Appeal include all matter presented to the lower court and designated by a party. The corrective exhibits meet both of these requirements and have now been accepted into the Record on Appeal under Rule 210(c).

B. Initial Brief Uses Erroneous Terminology to Reference Record.

While the accepted Initial Brief correctly references the substance of these exhibits, it incorrectly employs precise legal terms such as "admitted evidence", "authenticated," and "admitted in evidence." Because no formal order marked these exhibits as "admitted," the use of

these legal terms is erroneous. These erroneous terms are foundational to the brief's arguments; their use degraded or erased the argumentation and created internal inconsistencies with the record that could be exploited to erase the merits and exclude uncontested trial exhibits from appellate review.

C. Legal Necessity of Amendment Prior to Final Brief Submission

Leave to amend the accepted Initial Brief is a strict legal necessity to avoid procedural forfeiture and preserve appellate review. Under Rule 211, SCACR, the Final Brief must be identical in text and argumentation to the Initial Brief. Because the accepted Initial Brief inadvertently relied on erroneous legal terminology, referring to trial exhibits as "admitted in evidence" rather than "reviewed, examined, and retained by the magistrate," the brief's core arguments currently rely on unsupported assertions. If Appellant is forced to file a Final Brief that is identical to the current Initial Brief, those unsupported arguments will remain locked into the final record, thereby foreclosing review on the actual merits of the appeal.

D. Good and Sufficient Cause Under Rule 240, SCACR

Good cause exists under Rule 240, SCACR, to grant the requested relief and adjust the briefing schedule. Appellant is a pro se litigant managing documented health impairments who acted at all times in good-faith reliance on the magistrate's physical review, examination, and unconditional retention of her trial exhibits. Appellant only recently recognized the formal procedural distinction between physical retention by a trial court and an explicit ruling marking exhibits as "admitted." Upon discovering this legal technicality, Appellant acted with utmost diligence by immediately bringing this Emergency Motion. Granting leave to correct this foundational terminology causes zero prejudice to Respondents, who have not yet appeared or filed a brief, and who will be granted equal time to respond. Equity, judicial efficiency, and the strong public policy of South Carolina courts favor resolving appeals on their substantive merits rather than enforcing procedural forfeiture against a diligent pro se litigant.

E. Constitutional Due Process and Right to Meaningful Appellate Review

Article V, § 5, and Article I, § 3 of the South Carolina Constitution, along with the Fourteenth Amendment to the U.S. Constitution, guarantee due process and equal protection, including a meaningful opportunity to be heard on an accurate record. South Carolina Code § 18-7-130 requires appellate courts to consider all essential trial exhibits. Denying or restricting appellate review based on a *pro se* litigant's technical misapplication of foundational legal terms

violates fundamental due process.

III. SCOPE OF PROPOSED AMENDMENT.

1. **Correction of Erroneous Foundational Terminology:** The sole purpose of the proposed amendment is to substitute erroneous foundational terminology (such as "admitted evidence" or "authenticated") with accurate terminology (such as "exhibits reviewed, examined, and retained by the trial court") and to conform the existing arguments to this accurate terminology.
2. **No New Claims or Issues:** The amendment introduces no new claims, issues, facts, allegations, or citations of authority.
3. **No Prejudice to Respondents:** Respondents will suffer no prejudice, as the substantive arguments and factual references remain identical. Appellant fully consents to granting Respondents an equivalent extension to respond to the amended brief.

IV. PRAYER FOR RELIEF.

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

1. VACATING the current October 13, 2026 Final Brief deadline set by the Court's September 21, 2026 letter;
2. GRANTING Appellant leave to file an Amended Initial Brief strictly for the purpose of correcting erroneous foundational terminology and conforming existing arguments to accurate terminology;
3. ESTABLISHING a revised briefing schedule following the entry of this Order as follows:
 - a. Appellant shall serve and file her Amended Initial Brief within fifteen (15) days of the entry of this Order;
 - b. Respondents shall have thirty (30) days from service of the Amended Initial Brief to serve and file a Response Brief, should they choose to appear; and
 - c. Appellant's Final Brief pursuant to Rule 211, SCACR, shall be served and filed within twenty (20) days following this Court's formal acceptance of the Amended Initial Brief (or following the deadline for Respondent's Brief); and
4. GRANTING such other and further relief as the Court deems just and proper.

Enclosed:

Exhibit 1 – Appellant’s trial opening statement, Return Document 3;
Exhibit 2 – Magistrate’s Summary of Findings; Return Document 3;
Exhibit 3 – Appellant’s Notice of Appeal to the Circuit Court;
Exhibit 4 – Appellant’s July 22, 2024 Motion to Admit, first page;
Exhibit 5 – Appellant’s August 14, 2024 Motion to Correct Data Entry Error;
Exhibit 6 – Circuit Court August 15, 2024 Order Correcting Data Entry Error;
Exhibit 7 – Circuit Court August 21, 2024 Hearing Transcript;
Exhibit 8 – Appellant’s August 28, 2025 Third Motion to Compel;
Exhibit 9 – Court of Appeals November 26, 2025 Order Granting Transmission.

Respectfully submitted,
s/ Olga Teslenko
Olga Teslenko, Appellant, Pro Se
100 Fountain Pointe Ln, Unit 103
Myrtle Beach, South Carolina 29579
Email: osenochen@gmail.com
Tel: (510) 388-2780

Dated: October 5, 2026

Exhibit 1
Appellant's trial opening statement,
Return Document 3.

Civil Case #: 2023CV261093695

Olga Tesleno's Statement.

Your Honor, a flooring contractor, Mr. Joe Kocsis, who I paid \$3400 to install direct glue vinyl plank flooring in two rooms in my condo, did not carry out his contract (please see **Folder #1** for contract and payments).

I am aware of the SC law which provides the contractor with the Right to Cure a defect. However, this is not a situation of a construction defect. On November 9, 2023, Mr. Kocsis violated all of the industry requirements for the installation of direct glue LVP flooring, and thus failed to carry out his contract. Nearly all of the planks Mr. Kocsis layed on the concrete slab in my condo, have lifted off within the first ten days after the installation (please see **Folder #2** for my date-stamped pictures and videos, as well as the two videos from the NFCA Reference Manual showing a failed bond test and a passed bond test, for comparison). I informed Mr. Kocsis of these problems, and on Novemebtr 16, a week after his installation, he came to inspect it. During his inspection, Mr. Kocsis said that "this is normal", and admitted that they didn't prepared the concrete subfloor (please see **Folder #3** for my date-stamped pictures of the concrete slab before and after the installation, as well as a photo from the NFCA Reference Manual showing a properly prepared concrete slab, for comparison). During his inspection, Mr. Kocsis addmitted that they didn't roll the installation, which is why he finally agreed to return my money (please see **Folder #4** for the enclosed audio record of Mr. Kocsis' inspection and admissions). The following day Mr. Kocsis changed his mind and tried to bully me into accepting his installation and into dealing with strange unknown people. I consulted the SC Residential Construction Standards for Resilient Flooring (please see **Folder #5** for the enclosed SC Residential Construction Standads, which are also included in your printed package), as well as Shaw installation instructions (please see **Folder #6** for Shaw installation instructions, adhesive specifications, and material specifications, which are combined in a single document **All Instructions.PDF** and included in your printed package), all of which confirmed that this is not a defect but a complete breach of contract. The SC Residential Construction Standards define loosening of the resilient flooring to be a defect **only** if it occurs after the

normal warranty period of one year: **"Resilient flooring should not loosen during the normal warranty period"**. As you could see in my date-stamped photos and videos, these planks not only loosened but came off (please see Folder #1 again). Normally, a bonded vinyl plank will not come off easily or in one piece (please see the Bond Test videos and photo taken from the NFCA Reference Manual, which is enclosed in **Folder #7**). I therefore filed a complaint with the SC department of LLR (**Folder #8**), and hired an independent flooring inspector, recommended by the manufacturer and certified by FCITS (**Folder #9**). The Shaw-recommended, FCITS-certified independent inspector found that **"all the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. The installers did not follow the required protocol and guidelines set forth by the manufacturers"**. The complete inspection report is enclosed in Folder #9 on the flashdrive.

In addition, there was a strong smell of marijuana present on the day of the installation in my family room. This, and some other evidence discovered later (enclosed in **Folder #10**), suggest Mr. Kocsis acted in bad faith from the beginning and his negligence is intentional. The fact remains that all of the area described in his offer E176 has not been installed (please see **Folder #1** again for contract and payments). I ask that Mr. Kocsis return the money I paid him for this failed installation and the money I paid to hire an independent inspector, \$3830 in total, as soon as possible. I am disabled, my disability benefit is small, I need to recover this money in order to install flooring on the bare slab in my condo.

Let me elaborate.

In October of last year, I collected bids to install glue-down LVP flooring, manufactured by Shaw, in two rooms in my condo. Half of my condo was already done in this same vinyl plank installed the same way (direct glue-down) several years ago by the previous owners. So I saved up enough money, and called several flooring contractors requesting bids to install the same model flooring in the rest of my condo. On 10/31, Mr. Joe Kocsis came to my home and presented himself the owner of Carpet King and Flooring. He conducted the necessary measurements and discussed with

me my need to install this flooring correctly. He assured me he has the expertise, and the following day emailed me his offer #E176 for this LVP glue-down installation. I enclose here the Shaw Floors "Installation Guidelines For Residential Resilient Direct Glue" installation method to show what is defined as LVP glue-down installation. Please see the All Instructions document in Folder #6 for this definition. I accepted to Mr. Kocsis' offer, and asked Mr. Kocsis if it needed to be signed. He said he only needed my first payment, and the following day I delivered to Carpet King and Flooring my first payment of \$1700 (see Folder #1 again).

On the day of the installation, on November 9 of last year, the LVP material was brought in at noon and installed immediately. At the end of the day Mr. Kocsis reported the installation to be completed, and requested that I write out my second check to his name personally, which I did. Mr. Kocsis said he will come by the following day to install the end cap for the sliding door, which in his words was the only remaining part of the contract. The following day he reported ill and requested a week to get better. During that week all of the planks in my family room started to peel and lift off, as well as most of the planks in my master bedroom. I tripped over them, they squelched under foot, or they gaped in sight. I reported these problems to Mr. Kocsis, who came to inspect them on November 16, a week after the installation. Mr. Kocsis came bearing an end cap for the sliding door which he said needed to be installed to completely finish the contract. In the flashdrive, in Folder #4, I enclose a complete audio record of his inspection. with short characteristic segments copied for convenience. During his inspection, Mr. Kocsis said that the peeling and lifting was the adhesive's fault, or that it was due to the old carpet glue which was on the subfloor, that this is normal and an easy fix, and that they can patch up the peeling spots, and they may need to bring a roller this time, which they didn't have before, but it looks like it would help, and if I insist they would even bring a straightedge, but that I shouldn't look for more peeling planks or collect them. I disagreed on all counts, pointing out that it looks like too little glue has been used for this installation area, and that nearly every plank is peeling fully off. At that point Mr. Kocsis admitted he is not the owner of Carpet King & Flooring, and asked if I would please give him a second chance. I explained that I am not in the position to give second chances, unfortunately. At which point Mr. Kocsis agreed to return my money. We agreed. However later

that day, Mr. Kocsis sent me a text in which he asked for the opportunity to "fix this". In the following few days, most planks lifted off with no glue on the back, while some planks had faint trowel marks which showed to be half of the required size and not rolled, yet other planks showed patches of old paint or old glue. I researched, and discovered that the concrete subfloor in my condo has not been prepared to the Shaw instructions, that the wrong trowel size has been used, which dispersed too little glue, and that the installed planks were not rolled, as required by the installation instructions. All of this failed to create adhesive transfer to the back of the planks. Since none of the installation has been done according to the industry guidelines and Shaw instructions, and since Mr. Kocsis knowingly acted in bad-faith from the beginning, I refused to give Mr. Kocsis a second chance. This was a case of a completely breached installation, not a defect. I filed a complaint with the SC department of LLR, and filed a claim with this court. I sought the manufacturer's instructions and contacted Shaw customer support to obtain clarifications. Finally, I hired a Shaw-recommended certified flooring inspector to conduct an independent inspection. The inspection found the following:

- All the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. The installers did not follow the required protocol and guidelines set forth by the manufacturers.
- The substrate was not smooth, clean, and free from all foreign materials such as dust, old adhesive, old paint, etc. The porous and cracked concrete sub floor has absorbed the glue and the subfloor was not properly prepared for the luxury vinyl plank.
- The sub floor has depressions, dips, and valleys over 5/16" in a 6'7" radius. Pictures indicate the major floor deviations and dips that needed to be corrected prior to the install. All the perimeter tackstrip holes, cracks, and deviations were not appropriately patched, prepared, or primed.
- No bond testing was performed. Set a minimum of three planks in the adhesive overnight. If the planks are stuck, or the plank has adhesive transfer onto the back, this indicates a good bond.
- Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.

•Substrate porosity was not determined. Wrong-size trowel was used. The installers did not determine the porosity of the concrete subfloor and used the wrong trowel size in one room. The water drop test indicates this is a porous substrate. Vinyl tile and plank to be installed over a porous substrate require a 1/16" sq. notch trowel. This installer used a 1/32" trowel in the family room. This led to insufficient adhesive transfer to the backs of the planks.

•This installation was not rolled. The trowel or glue did not appear pressed or smudged which would indicate that the products were not rolled with a 100lbs. roller to create transfer, as required by the manufacturer's instructions. After the installation of floor covering, roll floor covering with a 75-100lbs. roller. These installers did not roll the installed floor covering with a required roller. The installed planks did not have glue transfer on the back. The planks in the full length of the install were lifting and peeling up. The edges are continuously lifting throughout the installed areas and creating a severe tripping hazard.

•The previously installed vinyl planks in the foyer were glued down using a 1/16" trowel, and rolled, and these planks are not peeling or lifting.

I have provided this court with several physical vinyl planks which were used in that installation, and which contain some traces of old paint, or wrong trowel marks, which can be ascertained with the two trowels included.

I have a neurological disability which makes it impossible for me to earn money now. I can only save money month to month but my Disability pension is small, which is why I moved to the state of SC.. I must recover the money I paid Mr. Kocsis in order to install flooring in my condo. Your Honor, I am asking not only for the \$3400 I paid Mr. Kocsis, but also for the \$430 inspection fee, and I am asking you to include provisions for this money to be repaid promptly and definitely.

Thank you very much for your time and consideration,
Olga Teslenko

FILED
HORRY COUNTY
2024 MAY 23 P 4:19
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Exhibit 2
Magistrate's Summary of Findings,
Return Document 3.

MAGISTRATE RETURN ON APPEAL

CASE NUMBERS: 2023CV261093695
2024CP2602983

PLAINTIFF: OLGA TESLENTE

DEFENDANT: CARPET KING AND FLOORING

CASE TYPE: SUMMONS AND COMPLAINT

FILED
HORRY COUNTY
2024 MAY 23 PM 4:16
RENEE N. ELMS
CLERK OF COURT
HORRY COUNTY, SC

ORIGINAL

On November 22nd, 2023 the plaintiff filed a COMPLAINT against the defendant at the Myrtle Beach Magistrate Office. The defendant was personally served notice of said complaint on December 4th, 2023. The defendant notified the Court with his ANSWER on December 21st, 2023, denying the plaintiffs claims. The plaintiff claimed \$3,394.75 in damages against the defendant. All parties appeared at the Myrtle Beach Magistrate Office on March 27th, 2024. The parties were Pro Se, the Court swore all parties, the Court received all evidence and testimony offered.

The plaintiff stated she entered into a contract with the defendant on or around October 31st, 2023 where the defendant would take out her carpet and replace it with shaw prime plank. The plaintiff stated she paid \$1,700.00 on November 2nd, 2023 to the defendant, and the remaining balance upon completion, totaling \$3,394.75. The plaintiff stated the installed flooring was not done to industry standards, and began to peel up 10 days after installation. The plaintiff stated she could peel the flooring up with her bare hands. The plaintiff stated she has a 1-year warrant given to her by the defendant on the installation of her floor. The plaintiff stated she contacted another flooring company, and they stated the defendant installed the flooring incorrectly. The plaintiff stated the defendant admitted to installing her floor incorrectly and agreed to refund her money.

The defendant stated his company did install flooring for the plaintiff at her residence. The defendant stated the contracted price for the install was \$3,394.75. The defendant stated once the installation was complete, the plaintiff was very happy and paid the remainder of the balance. The defendant stated he was contacted by the plaintiff a few days later, who stated the floor was peeling up and wanted him to come and inspect the newly installed floor. The defendant stated when he arrived at the plaintiff's residence, it was very obvious the plaintiff had intentionally pulled up multiple floor planks. The defendant stated he attempted to correct the issue, however the plaintiff would not allow his company access to her residence. The defendant stated the only prep-work his company did before installation was scrap and sweep the slab.

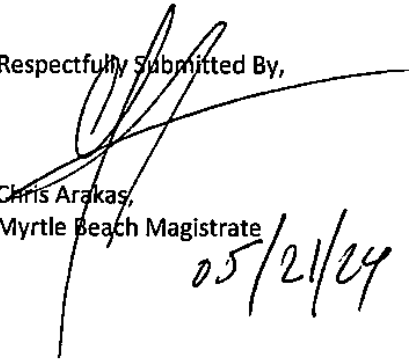
FINDING OF FACT BY THE COURT:

- 1) The plaintiff and the defendant entered into a contract where the plaintiff would pay the defendant \$3,354.75 and the defendant would remove the plaintiffs carpet and replace the carpet with shaw prime plank.
- 2) The defendant performed and completed the agreed upon work and was fully paid by the plaintiff.

- 3) The plaintiff contacted the defendant and complained about the performance of his work due to some of the planks not adhering to the subfloor. The plaintiff pulled multiple planks up before notifying the defendant, possibly causing more damage than was necessary.
- 4) The defendant responded to the plaintiff's complaint, however was not fully allowed by the plaintiff to perform warranty work.
- 5) The evidence the plaintiff entered into evidence was largely hearsay, and could not be considered by the Court.
- 6) The Court believes the flooring product was not installed 100% correct, however the plaintiff did not allow the defendant to perform or cure the issue as the contractual warranty dictates.
- 7) The Court calculated the total cost to the plaintiff to include all materials, Court cost and taxes to be \$2,000.00.

In conclusion it is the Court's beliefs the plaintiff did not get a properly installed floor. However, the plaintiff did not give the defendant an opportunity to perform under the full contract by denying him access, and not allowing him to complete repair work covered by the warranty.

Respectfully Submitted By,


Chris Arakas,
Myrtle Beach Magistrate

05/21/24

 ORIGINAL

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2024 MAY 23 P 4:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Exhibit 3
Appellant's Notice of Appeal
to the Circuit Court.

STATE OF SOUTH CAROLINA

COUNTY OF Horry

Olga Teslenko

APPELLANT(S)

VS.

Carpet King & Flooring, Joe Kocsis

RESPONDENT(S)

COMMON PLEAS CASE NUMBER

2023CV261093695

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

The plaintiff/defendant (circle one), Olga Teslenko hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Horry.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 06 day of April, 2024.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

I disagree with the amount of the judgment rendered for me by the Myrtle Beach Magistrate Court in the above case, and I am convinced that the amount ordered to be recovered to me from the Defendants should be \$4064.75, for the following reasons:

1. This was a case of a complete material breach of contract, and the Magistrate Court recognized it as such.
2. The amount of the breached contract, as well as the amount I paid for it, is \$3394.75
3. The entire installation was botched, as fully evidenced and confirmed by an independent certified inspection, and no portion of the used LVP may be re-used, as stipulated by the the installation instructions.
4. It therefore follows that the entire amount of the breached contract, \$3394.75, should be recovered to me from the Defendant.
5. The need for an independent inspection was forced upon me by the Defendant breaching this contract, and then reneging on his agreement to return my money, given to me during his inspection of the botched installation. It therefore follows that the inspection fee of \$430 should also be recovered to me from the Defendant.
6. Lastly, the need to file a complaint with the local Magistrate Court (\$90), and then the need to file this appeal (\$150) was forced upon me only because the Defendant breached our contract. It therefore follows that these filing fees should be recovered to me from the Defendant.

4/29/2024

Dated: _____

[Signature]
Appellant (or his attorney)

Exhibit 4
Appellant's July 22, 2024 Motion to Admit,
first page.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Olga Teslenko
APPELLANT

VS.

Carpet King & Flooring, Joe Kocsis
RESPONDENTS

2024CP2602983
COMMON PLEAS CASE NUMBER

2023CV261093695
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

LETTER TO THE
CLERK OF COURT

July 22, 2024

Mme. Rene N. Elvis,
Horry County Clerk of Court
P.O. Box 677
1301 2nd Avenue
Conway, South Carolina 29526

FILED
HORRY COUNTY
2024 JUL 22 P 2:16
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY SC

RE: Olga Teslenko, Appellant, VS. Carpet King & Flooring, Joe Kocsis,
Respondent,

Dear Madame Clerk of Court,

I would like the Judge in my case to review the evidence which I submitted to the Magistrate, Honorable Judge Christopher Arakas, at my court hearing in the Magistrate Court, and which has been omitted in the return documents, returned by the Magistrate. Without this evidence, the matter of my appeal cannot be ascertained, and therefore a risk of miscarriage of justice exists. This evidence is included in a flash drive and printed documents the same way I submitted it to the Magistrate court originally. I would like to propose to include this evidence in the Record of Appeal as the evidence omitted in the Magistrate Return.

Sincerely,


Olga Teslenko, Appellant,
100 Fountain Pointe Ln, Unit 103,
Myrtle Beach, SC, 28578

July 22, 2024

Enclosed:

Flash drive

Olga Teslenko's Magistrate Court statement and supporting documents

Exhibit 5

**Appellant's August 14, 2024 Motion
to Correct Data Entry Error.**

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Olga Teslenko

APPELLANT

VS.

Carpet King & Flooring,

Joe Kocsis

RESPONDENT(S)

2024CP2602983

COMMON PLEAS CASE NUMBER

2023CV261093695

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

REQUEST TO CORRECT

DATA ENTRY ERROR

Appellant hereby requests the electronic data in this matter be corrected because there is an error in the electronic data maintained by the clerk of court.

1. The data entry error is the description of the exhibits Appellant filed on July 22, 2024, as "Exhibits Not Reviewed in Lower Court". In a letter to the Clerk of Court, on 07/22/2024, Appellant filed evidence, which has been omitted in the return documents, returned by the Magistrate, but which was originally submitted to the Magistrate court, and which constitutes the original record on the Magistrate civil case number above. On Magistrate's court day this evidence was in fact reviewed in court.

2. Appellant hereby requests the following correction to the data:
Appellant's filing on 07/22/2024 described as "Exhibits Omitted in Lower Court's Return".

Date: August 14, 2024

Appellant Signature

Olga Teslenko,
100 Fountain Pointe Ln
Unit 103,
Myrtle Beach, SC, 29578
(510) 388-2780
osenochen@gmail.com
Appellant

FILED
HORRY COUNTY
2024 AUG 14 P 2:47
RENEE M. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Exhibit 6

**Circuit Court August 15, 2024 Order
Correcting Data Entry Error.**

STATE OF SOUTH CAROLINA

Olga Teslenko

PLAINTIFF(S)

VS.

Carpet King & Flooring, et al

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS OF
THE 15th JUDICIAL CIRCUIT

CASE NO. 2024CP2602983

**RESPONSE TO REQUEST
TO CORRECT DATA ENTRY ERROR**

Original Request filed by: Olga Teslenko

On: August 14, 2024

- ☒ The requested correction was made.
- ☐ Referred to Chief Administrative Judge
- ☐ Referred to Other Judge (MIE, Business Court, etc.):
- ☐ Correction Not Made.

Reason:

FILED
HORRY COUNTY
2024 AUG 16 A 10:52
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Exhibit 7
Circuit Court August 21, 2024
Hearing Transcript.

1 STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 15
2 COUNTY OF HORRY) COURT C.A NO. 2024-CP-26-02983
3
4 Ogla Teslenko,)
5 Plaintiff,)
6 Versus)
7 Carpet King & Flooring, Joe Kocsis)
8 Defendant.)
9
10 H E A R I N G
11
12 DATE: August 21, 2024
13
14 LOCATION: South Carolina Circuit Court 15
15
16 JUDGE: Dale Van Slambrook
17
18 TRANSCRIBED BY: ERIN REILLY
19
20 LEGAL EAGLE
21 Post Office Box 5682
22 Greenville, South Carolina 29606
23 864-467-1373
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25

APPEARANCES:

Attorney for Plaintiff:

Olga Teslenko (Pro Se)

Attorney for Defendant:

Joe Kocsis (Pro Se)

INDEX OF PROCEEDINGS

Certificate of Transcriber 13

EXHIBITS

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDINGS

2 THE COURT: The next matter I had was Olga Teslenko
3 versus Carpet King & Flooring. Ms. Teslenko or some
4 representative of Carpet King & Flooring present in our virtual
5 courtroom today?

6 MS. TESLENKO: Your Honor, my name is Olga Teslenko.
7 I don't represent Carpet King & Flooring and I represent only
8 myself. I'm the appellant

9 THE COURT: All right. Is there any representative
10 here from Carpet King that has joined us? All right. Let me
11 find this file as well. All right. I'm looking at the public
12 index, I see the motion that you'd filed Ms. Teslenko. All
13 right. Ms. Keeling maybe you can help me out on this one as
14 well. Is there a return that's filed from the magistrate on
15 this? I see an appeal returned E-D on the end, and that looks
16 like just the appeal documents. Is there a return in this that
17 I'm overlooking?

18 THE CLERK: Let me look. The appeal returned
19 received is the return, if you look there are 30 pages.

20 THE COURT: Is that just the documents or is there an
21 actual summary with an outline of information signed by the
22 magistrate? I'm not sure if I -- because I scrolled through it,
23 I'm just not --

24 THE CLERK: Yes, it's from Judge Arrakis.

25 THE COURT: Where is that at?

1 THE CLERK: The return is the first two pages and
2 then the rest is documents.

3 THE COURT: All right. And are you saying that
4 that's under the caption where it says appeal/appeal return
5 received?

6 THE CLERK: Yes, sir.

7 THE COURT: And is it the first or second document
8 identified?

9 THE CLERK: I believe it's the first.

10 THE COURT: Okay. Well, I'm trying to get this thing
11 pulled up, Ms. Teslenko?

12 MS. TESLENKO: Yes, judge.

13 THE COURT: Tell me what you're asking for. What are
14 you appealing and why should I -- and what relief are you
15 asking for and why should I grant it?

16 MS. TESLENKO: Sir, I'm appealing the judgment by the
17 magistrate's judge that ruled in my favor and I claimed a
18 complete material breach of contract. So, the judge ruled in
19 my favor but somehow discounted the amount of money that was
20 supposed to be return -- recovered to me from the Defendant by
21 \$1,825 without any explanation. I actually felt unsafe when I
22 received that judgment because at the magistrate court hearing,
23 I have provided a flash drive that contained all of the
24 documents that support my claim as well as an immense amount of
25 video and photo evidence that this is indeed a complete

1 material breach of contract. The flooring for which I paid Mr.
2 Kocsis \$3,395 was not even pretended to be installed. The
3 flash drive also contained the independent inspection report by
4 National Foundation certified inspector, independent inspector
5 recommended by the manufacturer.

6 THE COURT: Were all of those documents submitted to
7 the magistrate?

8 MS. TESLENKO: Yes, not only did they submit the
9 flash drive at the hearing.

10 THE COURT: Okay.

11 MS. TESLENKO: But I also printed out some distinct
12 or distinctly critical documents were also printed out and
13 submitted in a printed package. The printed package also
14 contained my Plaintiff's statement. Your Honor, one side note
15 that I must add is this is the very first time in my entire
16 life that I have to interact with the judicial system. I
17 understand the importance of having -- a functioning judicial
18 system in society.

19 A society can't function without a set of laws and a way
20 to abide by them, to enforce these laws are abided by. But my
21 own personal tendencies and also, you know, the culture of
22 where I come from, they kind of kept me away from any
23 interaction with courts. In other words, I don't even know how
24 courts interact.

25 It was my hope that in the United States courts work

1 properly and at this point. So, I didn't know that I was
2 supposed to maybe file my evidence prior to appearing in the
3 magistrates court hearing. So, when I came to the magistrates
4 court hearing, I had a flash drive which I submitted to the
5 Judge. I had a packet of printed documents, which I have also
6 submitted to the Judge.

7 And also, I had several physical of vinyl planks that
8 contained the trial marks and other evidence which were
9 physical proof of what the inspector has found and put in his
10 inspection report of the physical proof of the contractor Mr.
11 Joe Kocsis having violated all the essential requirements for
12 the installation of this product and adhesive requirements for
13 the adhesive that he used. So, that was submitted to the
14 Court. And at the court hearing, I was able to read through my
15 statement entirely.

16 And in my statement, it's explicitly stated that I am
17 aware of the South Carolina law that provides the contractor
18 with the right to cure a defect, but that this situation is not
19 a construction defect. This situation is a complete material
20 breach of contract. And at the end of my statement, I asked
21 the Court to review the evidence and order that the full amount
22 of the contract be returned or recovered to me as well as the
23 inspection fee, which was \$430.

24 So, the total amount of money that I specifically
25 asked for to be recovered to me was \$3,825. The Magistrate's

1 court somehow ruled in my favor. Well, I understand how it was
2 ruled in my favor. Let me back up for a second. At the
3 magistrate hearing at my court date, the magistrate judge has
4 actually had the flash drive reviewed and several videos were
5 reviewed in the courtroom and showed explicitly that this
6 installation was not at all actually installed.

7 The planks were simply laid over the concrete not
8 rolled, not pressed. So, my videos show me lifting off each
9 plank with one hand only hold in the telephone with camera in
10 the other hand. This is not even a mockery of installation;
11 this is zero installation. So, the judge did have to rule in
12 my favor, the amount of the judgment was what actually made me
13 deadly concerned. The judge ruled only \$2,000 to be recovered
14 to me from the Defendant was the actual amount of the contract
15 plus the inspection fee were \$3,825.

16 There was no explanation provided for why \$1,825 were
17 decided to not be recovered to me. And the reason I felt very
18 unsafe at this judgment was that it in center hide Mr. Kocsis
19 in the -- his line of operation. In other words, Mr. Kocsis
20 earned \$1,800 per day's work of salvaging half from my condo.

21 He earned money to salvage somebody else's property.
22 I have experience of being ripped off ever since I've relocated
23 into this community, three years ago because of my disability,
24 I have to retire. So, I had to find a place where life is a
25 little less expensive. I bought this condo and then an immense

1 amount of collusion started happening to where initially for
2 the longest time I thought I was just being imaginative. I
3 thought things were just something as fantastic as that
4 couldn't be true. So, I started to collect evidence and is the
5 evidence of the objective facts that I had been collecting that
6 showed me that collusion indeed happens in this community,
7 people are indeed ripping me off and so I thought - I felt very
8 unsafe.

9 THE COURT: Let me interrupt you for a minute, I want
10 to make sure I understand. The amount of the prayer, which is
11 the amount you requested was 3,825, is that right, but the
12 amount of the award was 2000?

13 MS. TESLENKO: Correct.

14 THE COURT: Okay. And I don't have the benefit of
15 the order. I see the documents that were filed but I still
16 don't see the return.

17 MS. TESLENKO: I can actually see the return.

18 THE COURT: Explaining it. So -- I'm sorry, say that
19 again for me?

20 MS. TESLENKO: It was after I reviewed the return --
21 returned by the magistrate court that I discovered that the
22 magistrate's court omitted my flash drive and preprinted
23 documents were also omitted from the printed documents package
24 that it turned in to the magistrate's court. One was my
25 statement, which outlined exactly that there was a complete

1 bridge of contract and that I was requesting or praying for
2 \$3,825. The second document -- the second category of
3 documents were all the manufacturer's instructions. And third
4 document omitted in the magistrate return was a copy of my
5 check paying the inspections fee. The judgment itself contains
6 not ---

7 THE COURT: Let me do this. Ms. Teslenko and I
8 appreciate you sharing that. I think I understood essentially
9 what was going on before you explained it, but after you
10 explained it, I understand it better. I need the opportunity
11 to review all of those documents that are in that return and,
12 and find the summary portion of it as well to see if there is a
13 sufficient legal explanation for that reduction.

14 Okay. If there is a sufficient legal explanation for that
15 reduction then the award may have to stay at the \$2,000. Okay?
16 If there's not a sufficient explanation then I'll have to sort
17 out how to handle that. It wouldn't necessarily mean that I
18 would change the award. It may very well require that the
19 matter be reconsidered or reviewed by the magistrate after
20 being remanded or returned to them. Okay?

21 MS. TESLENKO: Could I ask you a few questions, two
22 questions. I don't know how to -- can I ask you a question,
23 Your Honor.

24 THE COURT: I can't give you any legal advice but I
25 might be able to share some explanation.

1 MS. TESLENKO: No, about what you just said.

2 THE COURT: All right. Go ahead.

3 MS. TESLENKO: Question number 1, as of this morning,
4 the magistrate's return contained no summary. Okay. Or the
5 magistrate's judgment contain no summary. I have copies of
6 everything that was filed by the magistrate in their return.

7 THE COURT: All right. And that's what I'm saying.

8 MS. TESLENKO: Do you think there's --

9 THE COURT: I need to look at the -- I need to look
10 at that document and if it's not there then I'll consider that
11 as well. Okay.

12 MS. TESLENKO: And Question Number 2, can I ask you a
13 second question about what you just said?

14 THE COURT: Certainly.

15 MS. TESLENKO: I understand that you may have to
16 remit or return this case back to the magistrate's court.
17 However, I have evidence of the -- of that particular
18 magistrate court doing something very incomprehensible for me.
19 For instance, when I asked them about the rules to appeal, they
20 told me that I was being ungrateful. It's incomprehensible,
21 second instance when I asked them --

22 THE COURT: Whether they would handle it or not, I
23 mean, that's a -- that's something that would have to be dealt
24 with down the road. I can't answer that question today.

25 MS. TESLENKO: Okay. Could I -- at which point can I

1 ask for this case to be returned back to some other magistrate
2 court not Myrtle Beach?

3 THE COURT: I'm not sure if I can address that. If I
4 can I will in my order. If I can't you may have to deal with
5 that once it gets sent back to them. Okay?

6 MS. TESLENKO: Thank you very much. Thank you.

7 THE COURT: Okay. All right. And so, the way we're
8 gonna leave it right now Ms. Teslenko is I'm taking this matter
9 under advisement. I will prepare a written order that will be
10 filed and a copy will be sent to you. Okay?

11 MS. TESLENKO: Thank you Judge.

12 THE COURT: Okay. Yes ma'am. Good luck to you.

13 MS. TESLENKO: Thank you very much. Have a good day.

14 THE COURT: You too.

15

16 [END OF HEARING]

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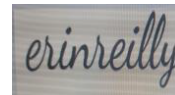
1 CERTIFICATE OF TRANSCRIBER

2 I, ERIN REILLY, a court-approved transcriber, do hereby certify
3 that the foregoing is a true, accurate and complete Transcript
4 of Record of the proceedings had and evidence introduced in the
5 trial of the captioned case, relative to appeal, in the South
6 Carolina Circuit Court 15, South Carolina, on the 21st day of
7 August, 2024.

8
9 I do further certify that I am neither of kin, counsel, nor
10 interest to any party hereto.

11 September 4th, 2024

12 ERIN REILLY

13 A rectangular box containing a handwritten signature in cursive script that reads "erinreilly".

14 TRANSCRIBER
15
16
17
18

Exhibit 8
Appellant's August 28, 2025 Third
Motion to Compel.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Dale Van Slambrook, Circuit Court Judge

Appellate Case No. 2024-001734

Olga Teslenko, Appellant,

v.

Joe Kocsis and Carpet King & Flooring,
Respondents.

APPELLANT’S MOTION UNDER RULE 240, SCACR, TO COMPEL TRANSMISSION OF ORIGINAL
EXHIBITS

Appellant, appearing pro se, respectfully moves this Court pursuant to Rule 240, SCACR, for an order compelling transmission of the original exhibits filed in the trial court.

GROUNDS FOR RELIEF.

1. At trial in magistrate court, Appellant introduced a package of exhibits, including paper exhibits and a flashdrive containing video evidence. These exhibits were reviewed, authenticated, and admitted into evidence without objection.
2. Upon appeal to the circuit court, the magistrate’s return omitted these exhibits. On July 22, 2024, pursuant to the county clerk’s instruction, Appellant submitted a corrective package of identical copies of the omitted exhibits, both paper and flashdrive. See Exhibit B – Letter Submitting Exhibits Omitted in Lower Court’s Return (July 22, 2024).
3. At the circuit court hearing, Appellant confirmed under oath that the exhibits she re-filed on July 22, 2024 were identical to those admitted at trial. There were no objections. See Exhibit A – Transcript of Circuit Court Hearing (Aug. 21, 2024), title page and pp. 5–10 (highlighted).

4. The circuit court scanned the paper exhibits in a manner that rendered them illegible and excluded the flashdrive entirely.
5. Rule 240, SCACR, requires that this Court be provided with all matters material to the appeal. The original exhibits are essential; their omission completely denies meaningful appellate review.

RELIEF REQUESTED.

For the foregoing reasons, Appellant respectfully requests that this Court grant this Rule 240 motion and:

- A. Order the Clerk of Court for Horry County to transmit the original paper exhibits and the original flashdrive filed July 22, 2024; or, in the alternative,
- B. Permit Appellant to substitute her copies, including the flashdrive, to be received into the record as of July 22, 2024; and
- C. Grant such other and further relief as may be just and proper to ensure that this appeal is decided on a complete and accurate record.

Respectfully submitted,

Dated: August 28, 2025

/s/ Olga Teslenko
Olga Teslenko, Appellant, Pro Se
100 Fountain Pointe Ln, Unit 103
Myrtle Beach, South Carolina 29579
Email: osenochen@gmail.com
Tel: (510) 388-2780

Enclosures:

Exhibit A – Transcript of Circuit Court Hearing (excerpt, Aug. 21, 2024, pp. 5–10).

Exhibit B – Letter Submitting Exhibits Omitted in Lower Court’s Return (July 22, 2024).

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Dale Van Slambrook, Circuit Court Judge

Appellate Case No. 2024-001734

Olga Teslenko, Appellant,

v.

Joe Kocsis and Carpet King & Flooring,
Respondents.

**PROOF OF SERVICE OF APPELLANT'S MOTION UNDER RULE 240, SCACR, TO COMPEL
TRANSMISSION OF ORIGINAL EXHIBITS**

Appellant hereby certifies that she has served her Motion Under Rule 240, SCACR, to Compel Transmission of Original Exhibits on Respondent, Mr. Joe Kocsis, who at all relevant times represented himself to be the owner of Carpet King & Flooring. Service was made by depositing a true copy thereof with Federal Express, postage prepaid, on August 28 2025, addressed to: Mr. Joe Kocsis, Carpet King & Flooring, 532 Broadway Street, Myrtle Beach, SC 29577.

Respectfully submitted,

/s/ Olga Teslenko
Olga Teslenko, Appellant, Pro Se
100 Fountain Pointe Ln, Unit 103
Myrtle Beach, South Carolina 29579
Email: osenochen@gmail.com
Tel: (510) 388-2780

Dated: August 28, 2025

Exhibit 9
Court of Appeals
November 26, 2025 Order
Granting Transmission

The South Carolina Court of Appeals

Olga Teslenko, Appellant,

v.

Joe Kocsis and Carpet King & Flooring, Respondents.

Appellate Case No. 2024-001734

ORDER

On August 28, 2025, Appellant filed a motion "to compel transmission of original exhibits." Specifically, Appellant moved this court to compel the transmission of original documents and a flash drive that she filed with the circuit court on July 22, 2024, to this court for consideration as part of her appeal. Appellant stated the circuit court scanned the paper documents in a manner that rendered them illegible; thus, Appellant asserted the original paper documents are necessary. Alternatively, Appellant moved to allow her "to substitute her copies, including the flash drive." No return was filed. After careful consideration, we grant Appellant's motion for alternative relief. Within ten days of the date of this order, Appellant shall provide this court with copies of the paper exhibits and flash drive that she provided to the circuit court on July 22, 2024.



J.

FOR THE COURT

Columbia, South Carolina

cc:

Olga Teslenko

Carpet King & Flooring

Joe Kocsis

FILED
Nov 26 2025

RECEIVED

Oct 05 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Dale Van Slambrook, Circuit Court Judge

Appellate Case No. 2024-001734

Olga Teslenko, Appellant,

v.

Joe Kocsis and Carpet King & Flooring, Respondents.

PROOF OF SERVICE

Appellant hereby certifies that she has served her Emergency Motion for Leave to File Amended Initial Brief to Correct Erroneous Terminology and Adjust Briefing Schedule upon Respondent, Mr. Joe Kocsis, who at all relevant times represented himself to be the owner of Carpet King & Flooring. Service was made by depositing a true copy thereof with United States Mail, postage prepaid, on October 5, 2026, addressed to: Joe Kocsis, Carpet King & Flooring, 532 Broadway Street, Myrtle Beach, SC 29577.

Respectfully submitted,

s/ Olga Teslenko

Olga Teslenko, Appellant, Pro Se

100 Fountain Pointe Ln, Unit 103

Myrtle Beach, South Carolina 29579

Email: osenochen@gmail.com

Tel: (510) 388-2780

Dated: October 5, 2026.