

The South Carolina Court of Appeals

The Oaks at Riverside South Property Owners Association, Inc.; Colette Alderson; Leland Atkins Trust; Bette Atkins Trust; Michael Dorton; Emily Dorton; James VanCampen; Celia VanCampen; Janet Fiorenza; Richard Labaudiniere; Lydie Labaudiniere; Alley Oak, LLC; Lesene Hudson; and Asbury Hudson, Plaintiffs,

v.

DI Associates, LLC; Carriage Hill Associates of Charleston, LLC; Charleston Landmark Builders, LLC; Lesco Restorations, Inc.; Mike Phillips a/k/a Michael A. Phillips d/b/a Phillips Masonry Contractors, Inc. a/k/a Mike Phillips Masonry; Benchmark Surveying and Construction of Charleston, LLC; SKA Consulting Engineers, Inc.; D&D Home Improvements, LLC; Coleman Floor Company, Inc.; Wards Waterproofing, Inc.; and John Doe Contractors and Subcontractors 10-20, Defendants,

of which The Oaks at Riverside Property Owners Association, Inc., is the Appellant,

and

SKA Consulting Engineers, Inc., is the Respondent.

Appellate Case No. 2024-002051

ORDER

On September 16, 2026, Respondent filed a motion to compel Appellant to order the trial transcript and to stay briefing deadlines. In the motion, Respondent explains that although Appellant initially ordered the trial transcript, Appellant did

not receive the entire trial transcript due to problems with the audio files. Further, Respondent notes that due to the problems with the audio files, Appellant requested only portions of the trial be transcribed and those transcribed portions have been received by Appellant. Respondent moves this court to compel Appellant to order and obtain the entire transcript of the trial proceedings to the extent available with the understanding that some portions may be inaudible or unavailable. Finally, Respondent requests this court stay all briefing deadlines pending the receipt of the trial transcript.

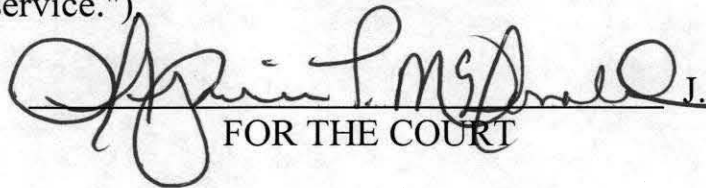
On September 29, 2026, Appellant filed a return, opposing Respondent's motion. First, Appellant contends it ordered the entire transcript as required and did not "cancel or narrow its order." Appellant argues this court should not require Appellant to "order the transcription of six additional trial days from audio the transcriber has described as missing, poor, off-microphone, muted, or, for one entire day, dead, when nothing in those six days bears on the issue on appeal." Second, Appellant requests that if this court requires it to order the remaining days, then Respondent should bear the cost of transcribing portions of the trial that have no bearing on the issue on appeal, or this court should preserve Appellant's right to seek the costs from Respondent. Finally, Appellant asks this court to stay the briefing deadline and require Appellant to serve and file its initial brief and designation of matter thirty days after delivery of the remaining transcript or receipt of reports that no further transcript can be produced, whichever is first.

On October 5, 2026, Respondent filed a reply. Respondent argues the entire trial transcript is necessary because "[d]epending upon Appellant's arguments in its appellate brief, Respondent may need to reference testimony presented at trial to the jury." Finally, Respondent states it is "agreeable to not requiring Appellant to obtain any testimony of individual homeowners as the damages awarded to such homeowners are not on appeal."

After careful consideration, we grant Respondent's motion in part. Within ten days of the date of this order, Appellant shall order and make satisfactory arrangements in writing for the furnishing of the remaining portions of the trial transcript excluding the testimony of individual homeowners. *See* Rule 207(a)(1), SCACR ("Where a transcript of the proceeding must be prepared by the court reporter, appellant shall, within the time provided for ordering the transcript, make satisfactory arrangements (including agreement regarding payment for the transcript), in writing with the court reporter for furnishing the transcript."). Appellant's ability to seek costs for having unnecessary portions transcribed is unaffected by this order. *See id.* ("If a party to the appeal unjustifiably refuses to

agree to ordering less than the entire transcript, appellant may move to be awarded costs for having unnecessary portions transcribed . . ."). Nothing in this order prevents the parties from agreeing in writing to order less than as specified in this order. *See id.* ("Unless the parties otherwise agree in writing, appellant must order a transcript of the entire proceedings below.").

Further, within thirty days of receipt of the remaining transcript, Appellant shall serve and file its initial brief and designation of matter. *See* Rule 207(a)(1), SCACR ("Appellant shall contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter."); Rule 208(a)(1), SCACR ("Within thirty (30) days after receiving the transcript . . . , appellant shall serve one copy of his brief on all parties to the appeal, and file with the clerk of the appellate court one copy of the brief with proof of service.").


FOR THE COURT

Columbia, South Carolina

FILED
Oct 13 2026

cc:

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