

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

Linhart Realty Group LLC d/b/a RE/MAX
Results,

Plaintiff / Counterclaim Defendant,

v.

Adam Matthew Steinberger,

Pro Se Defendant / Counterclaimant.

IN THE COURT OF COMMON PLEAS

Case No.: 2025-CP-23-05006

**DEFENDANT'S MEMORANDUM IN
LIEU OF
VERBAL TESTIMONY****I. NOTICE OF ADA ACCOMMODATION**

Defendant Adam Matthew Steinberger respectfully submits this Memorandum in lieu of verbal testimony at the hearing scheduled for May 5, 2026. This submission is made pursuant to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Title II's mandate that state courts provide reasonable modifications to individuals with qualifying disabilities.

Defendant has been formally diagnosed with the following conditions, confirmed by Darren Woodlief, Ph.D., Comprehensive Psychological Services, LLC, Columbia, South Carolina, evaluation date October 21, 2025, report issued December 15, 2025 (Exhibit 3 / Exhibit 0 in the case file):

- Autism Spectrum Disorder, Level 1 (DSM-5-TR F84.0), without language or intellectual impairment
- Attention-Deficit/Hyperactivity Disorder, Combined Presentation (DSM-5-TR F90.2)
- Generalized Anxiety Disorder with Social Anxiety (DSM-5-TR F41.1)
- Posttraumatic Stress Disorder (DSM-5-TR F43.10), PCL-5 severity score 73/80

These diagnoses are not in dispute. Plaintiff's counsel admitted the AuDHD diagnosis "upon information and belief" in Paragraph 19 of Plaintiff's Reply to Defendant's Counterclaims, filed December 9, 2025.

The combination of AuDHD and PTSD substantially limits Defendant's ability to process real-time oral proceedings, respond verbally under time pressure, and maintain composure during adversarial examination. These are not preferences. They are documented, clinically confirmed functional limitations recognized as disabilities under both the ADA and the Fair Housing Act.

The reasonable modification requested is as follows: that this written Memorandum, together with the Chronological Testimony, be accepted as Defendant's testimony for the May 5, 2026 hearing, in lieu of or in supplement to verbal examination. This accommodation does not prejudice Plaintiff. It ensures that Defendant's account of events is presented to the Court in its complete and accurate form.

II. PURPOSE AND SCOPE OF THIS MEMORANDUM

This Memorandum serves three functions:

1. It formally places on the record Defendant's ADA accommodation request and the medical basis for it.
2. It introduces the attached Chronological Testimony as Defendant's written testimony for the May 5, 2026 hearing.
3. It preserves Defendant's right to supplement, clarify, or respond in writing to any issues raised at the hearing, consistent with ADA obligations applicable to judicial proceedings.

The Chronological Testimony documents, in strict date order, every material event in the underlying transaction from February 17, 2025 through April 17, 2026. Each event is anchored to documentary evidence on file with this Court. The testimony identifies the structural defect that runs through the entire transaction: **the executed Dual Agency Agreement required by SC Code § 40-57-350 and NAR Code of Ethics Standard of Practice 1-12, which Defendant never signed**; and tracks every subsequent event against that defect.

III. LEGAL BASIS FOR WRITTEN TESTIMONY

State courts receiving federal funds are subject to Title II of the ADA, which prohibits exclusion from participation in or denial of benefits of a public entity's services, programs, or activities on the basis of disability. *Tennessee v. Lane*, 541 U.S. 509 (2004). The South Carolina Rules of Civil Procedure and the South Carolina Code of Judicial Conduct impose parallel obligations on courts to ensure access to justice for litigants with disabilities.

The modification requested here, acceptance of written testimony in lieu of verbal testimony, is among the least burdensome accommodations available to the Court and imposes no cognizable burden on Plaintiff. Plaintiff has been on notice of Defendant's disability since at least December 9, 2025, when it admitted the AuDHD diagnosis in its own pleading. Plaintiff cannot claim surprise.

Moreover, Defendant's PTSD at its current clinical severity was caused, in material part, by the conduct underlying this action and by the litigation itself, as documented in treating provider records identified in Defendant's April 17, 2026 Memorandum on Capacity. A court proceeding that compels verbal testimony under adversarial conditions from a litigant whose PTSD was caused by the opposing party's conduct would itself constitute a barrier to access under the ADA.

IV. ATTESTATION

I, Adam Matthew Steinberger, declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct to the best of my knowledge, information, and belief, and that the Chronological Testimony submitted herewith constitutes my complete and accurate testimony regarding the matters at issue in this proceeding.

Adam Matthew Steinberger

Defendant / Counterclaimant, Pro Se

236 Tippin Trl

Travelers Rest, SC 29690

adam@matthewsteinberger.com

(864) 517-4117

Date: _____

V. CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below, a true and correct copy of the foregoing Defendant's Memorandum in Lieu of Verbal Testimony was served upon Plaintiff's counsel of record via United States Mail, first-class postage prepaid, addressed as follows:

W. Christopher Schwartz, Esq. (SC Bar #106429)
M. Stokely Holder, Esq. (SC Bar #73892)
Holder, Padgett, Littlejohn & Prickett, LLC
P.O. Box 1804
Greenville, SC 29602

Adam Matthew Steinberger

236 Tippin Trl

Travelers Rest, SC 29690

adam@matthewsteinberger.com

(864) 517-4117

Date: _____

PERSONAL TESTIMONY

Adam Matthew Steinberger

Re: Jackson Batson, RE/MAX Results, Travelers Rest, SC
Greenville County Court of Common Pleas | Breach of Contract Action

Prefatory Note

This testimony is presented in strict chronological order. Each event is anchored to the date on which it occurred and the documentary evidence that confirms it. The structural defect running through the entire transaction, the unsigned Dual Agency Agreement, is identified at the point it first became material and is tracked through every subsequent event.

All exhibit references correspond to the numbered and lettered exhibits in the case file.


I. First Contact and Initial Engagement

Monday, February 17, 2025

Adam Steinberger, acting pro se and without knowledge of real estate procedure, located Jackson Batson online and initiated contact. Mr. Batson responded the same morning at 7:45 a.m., identifying himself as a licensed Realtor and Broker with RE/MAX Results, MLS #74055, operating out of 104 S. Poinsett Hwy, Travelers Rest, SC 29690.

[Exhibit A] First recorded email from Jackson Batson, dated Feb 17, 2025, 7:45 a.m.


At the time of first contact, Mr. Steinberger was in acute emotional distress, he had lost his job, lost a tenant, relocated to Wake Forest, NC to attend seminary, and was underwater on his mortgage. He disclosed this hardship in full during the initial phone call.


 **TECHNICALITY:** A licensed agent's fiduciary duty to a prospective client attaches at first meaningful contact. At the moment Mr. Batson received disclosure of Mr. Steinberger's financial distress, disability symptoms, and religious conviction, he was obligated under NAR Article 1 to act in that client's best interest, including offering alternatives to an immediate sale. He did not do so.


Tuesday, February 18, 2025

At 9:08 PM EST on February 18, 2025, Adam Steinberger signed the Exclusive Right to Sell Agreement/Listing Agreement with Re/Max Results, Broker R. Jackson Batson (License #74055, LLR Office Code 23433). The listing price was \$299,900. The agreement ran from February 18, 2025 through August 31, 2025. Commission was set at 6.0% of gross sales price. A 60-day protection period applied post-termination. R. Jackson Batson co-signed the same document at 8:03 PM EST, notably, ten minutes before Mr. Steinberger signed, demonstrating the broker executed the agreement before the owner did.

[Original Summons] Exclusive Right to Sell Agreement/Listing Agreement, Form 220. Signed by Adam Steinberger 02/18/25 9:08 PM EST; signed by R. Jackson Batson 02/18/25 8:03 PM EST. Dotloop verified. Filed as Exhibit A in Case #2025CP2305006, electronically filed Aug 12, 2025.

 **TECHNICALITY:** An Exclusive Right to Sell Agreement creates an agency relationship the moment it is signed. From this date forward, Mr. Batson owed Mr. Steinberger the full duties of a fiduciary: loyalty, disclosure, obedience to lawful instructions, confidentiality, reasonable care, and accounting.

 **TECHNICALITY:** The Listing Agreement's Section 2-A states the commission is "earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner." This language is the entire basis for plaintiff's commission claim. However, Section 24 of the same agreement, the Mediation Clause, requires that any dispute "arising out of or relating to this Agreement" be submitted to mediation under NAR rules before any other action. The plaintiff filed a civil lawsuit on August 12, 2025 without ever offering mediation. The plaintiff cannot selectively invoke Section 2-A while ignoring Section 24 of the very same contract.


 **TECHNICALITY:** The Listing Agreement contains a Dual Agency consent section (Section 1) with four initials boxes. Mr. Steinberger initialed his consent to permit dual agency consideration, he did not sign a completed, executed Dual Agency Agreement. The initials box on the Listing Agreement grants permission to "consider" acting as dual agent at a future time "when provided with information about the other party." This is permission to consider, not executed consent. The separate SCAR Form 115 Dual Agency Agreement, the legally required executed consent, was never signed. **Initialing a box in the Listing Agreement DOES NOT substitute for the SEPARATELY REQUIRED written dual agency consent under SC Code § 40-57-350.**

THE FULCRUM: Dual Agency Agreement, NEVER SIGNED

On or around February 18, 2025, Mr. Batson sent the SC Dual Agency Agreement (SCAR 115) via Dotloop, the document that would have disclosed his intent to represent both seller and buyer in the same transaction. Mr. Steinberger did not sign it. He never signed it. Mr. Batson sent it again on March 10, and again on March 12, two days before the attempted closing. It remained unsigned on December 17, 2025, as confirmed by Dotloop metadata, and to this day still remains unsigned.

[Exhibit AJ] Dotloop email records: Dual Agency Agreement sent Mar 10 and Mar 12, 2025.

[Exhibit AK] Screenshot of Dotloop document, timestamp Dec 17, 2025, confirmed STILL UNSIGNED.


 **TECHNICALITY:** Under NAR Standard of Practice 1-12 and SC Code, a dual agent must obtain informed written consent from both parties before proceeding. Without the signed Dual Agency Agreement, Mr. Batson had no legal authority to represent both sides. Every transaction step taken after this date was executed without proper dual agency disclosure, nullifying his claim to a dual-agency commission and exposing every subsequent action to scrutiny as unauthorized practice.


Saturday, February 22, 2025, MLS Goes Live (12:10 AM); Showing Scheduled; Purchase Contract Signed


On February 22, 2025, at 12:10 AM, the MLS listing for 236 Tippin Trail went live, less than four days after the Listing Agreement was signed. Later that same day, buyers James Sakorafos and Nickoleta Sakorafos were contacted, a showing was arranged, and by 3:11 PM EST all parties had signed the Agreement/Contract to Buy and Sell Real Estate (Form 310), Purchase Price: \$299,000 (cash). Closing date was set for March 21, 2025. Earnest money: \$3,000 (check), due February 28, 2025. Due diligence period expired February 28, 2025. Termination fee: \$250.

Signature timestamps (Dotloop verified): James Sakorafos, 02/22/25 3:11 PM EST. Nickoleta Sakorafos, 02/22/25 3:12 PM EST. Adam Steinberger, 02/22/25 3:14 PM EST. Closing attorney: Laws & Laws. Buyer's agent and seller's agent: Jackson Batson, Re/Max Results.

[Exhibit B] Agreement/Contract to Buy and Sell Real Estate (Residential), Form 310. Buyers: James Sakorafos and Nickoleta Sakorafos. Seller: Adam Steinberger. Purchase Price: \$299,000 cash. Signed by all parties 02/22/25 via Dotloop. Filed as Exhibit B in Case #2025CP2305006, electronically filed Aug 12, 2025.

 **TECHNICALITY, THE FULCRUM:** The Purchase Contract was signed by both buyers at 3:11-3:12 PM EST and by Mr. Steinberger at 3:14 PM EST. Jackson Batson is listed as both Buyer's Agent and Seller's Agent on the same contract, confirmed by his name, license number, and email address appearing in both the "Buyer's Agent" and "Seller's Agent" lines of the signature page. This dual representation was already operative in the signed Purchase Contract. The executed Dual Agency Agreement, the document required by SC Code § 40-57-350 to authorize this exact arrangement, was never signed. The plaintiff's own Exhibit B thus proves the unauthorized nature of the dual agency it purports to rely upon.

 **TECHNICALITY:** The Purchase Contract (Section 7) specifies the contract is "not contingent" upon financing, a cash purchase. The original Purchase Price was \$299,000 for a property listed at \$299,900. The \$900 reduction from asking price, the seven-day due diligence period, the \$250 termination fee, and the all-cash offer structure are all terms that uniformly favor the buyer. An agent acting in the seller's interest would have countered on one or more of these terms. There is no record of any counter-offer or negotiation on the seller's behalf.


 **TECHNICALITY:** The due diligence period expired February 28, 2025, six days after signing. The earnest money check was also due February 28, 2025. There is no record in the case file that the \$3,000 earnest money was ever confirmed received by Mr. Steinberger, a question he raised explicitly in his March 10, 2025 text. An agent's failure to confirm receipt of earnest money to the seller is a breach of the duty of accounting under NAR Code of Ethics Article 8.

II. Pressure Tactics and the Panic Sale Architecture

Saturday, March 1, 2025


Mr. Batson asked via text: 'Are you ok with me sharing your situation with buyer?' Mr. Steinberger replied 'Yes', unaware that the buyer was a personal contact of Mr. Batson's, a licensed realtor and investor from Massachusetts, and that Mr. Batson was simultaneously representing that buyer. The conflict of interest was not disclosed.

[Exhibit B] Text: 'Are you ok with me sharing your situation with buyer?', Mar 1, 2025, 5:22 p.m.

 **TECHNICALITY:** Sharing a seller's confidential personal hardship, financial distress, religious conviction, job loss, emotional state, with a prospective buyer, without full dual agency disclosure, violates NAR Article 1-9 (Confidential Information Used to Client Disadvantage). The consent obtained ('Yes') was not informed consent; it was obtained without disclosing that the buyer was agent's personal contact or that agent represented both parties.

Later that same day, Mr. Batson introduced the idea of including Mr. Steinberger's personal vehicle in the real estate transaction, framing it as 'creative.' Mr. Steinberger had not suggested this. The vehicle, a 2024 Silver Toyota Corolla Hybrid, was proposed to bridge a cash shortfall at closing.

[Exhibit B] Text: 'Buyer is trying to come up with some creative ways to make this work', Mar 1, 2025, 6:52 p.m.


 **TECHNICALITY:** Inducing a seller to incorporate personal property into a real estate transaction to satisfy a cash deficit at closing, without disclosing that a cash-only alternative existed, and without advising the seller to seek independent counsel on the personal property transaction, constitutes a failure of fiduciary duty and misrepresentation of material facts under NAR Article 2.

Sunday, March 2, 2025

Mr. Batson sent the full proposed deal structure: \$310,000 total for house and car together, \$290,000 attributed to the house, \$20,000 to the car. A separate property was referenced at \$275,000. No written market analysis, no comparable sales data, and no appraisal documentation was provided for either valuation.

[Exhibit G] Text with proposed deal structure: \$290K house / \$20K car, Mar 2, 2025.


[Exhibit Q] Email records showing zero market valuation documentation received on or around Mar 2, 2025.

 **TECHNICALITY:** NAR Standard of Practice 11-1 requires that any opinion of value include: identification of the subject property, date prepared, defined value, basis for the opinion including applicable market data, and disclosure of conflicts of interest. Mr. Batson provided none of these. He also violated SP 1-3 by deliberately withholding market data in the context of facilitating a sale, a transaction from which he stood to earn \$17,400 in commission.

On this same date, Mr. Batson sent Mr. Steinberger the car insurance document request and solicited detailed vehicle information. Mr. Steinberger complied, providing insurance cards for both the car and motorcycle.


[Exhibit C] Text thread: vehicle insurance documents exchanged, Mar 2, 2025.

[Exhibit D] Text: agent redirects seller away from selling vehicle independently, toward keeping it in deal, Mar 2, 2025.

 **NOTE:** Mr. Batson actively discouraged Mr. Steinberger from selling the car independently and bringing cash, which would have been the more favorable option for the seller. He steered the transaction toward vehicle inclusion in the deal, consistent with buyer's interest, not seller's.

That same day Mr. Batson sent a text that read: 'Me and my family are praying this all works out too.' Mr. Steinberger and Mr. Batson had never met in person. There is no evidence Mr. Batson had any prior religious relationship with Mr. Steinberger.

[Exhibit E] Text: 'Me and my family are praying this all works out too', Mar 2, 2025.

 **TECHNICALITY:** Invoking shared religious identity to build trust and reduce resistance in a financially vulnerable seller, particularly one who had disclosed deep faith convictions, constitutes manipulation of confidential personal information under NAR Article 1-9 and misrepresentation under NAR Article 2.


Mr. Steinberger sent photographs of his vehicle to Mr. Batson the same day.

[Exhibit F] Vehicle photographs sent by Mr. Steinberger, Mar 2, 2025.

Monday-Tuesday, March 3-4, 2025

Mr. Batson followed up on paperwork for the vehicle inclusion. Mr. Steinberger confirmed two documents signed via Dotloop: 'OK both are signed now thank you.' These were the sales contracts for house and vehicle. **The Dual Agency Agreement was not among the signed documents, it continued to circulate unsigned.**


[Exhibit G] Text: 'You should have two documents in your inbox to sign', signed confirmation, Mar 3-4, 2025.

 **TECHNICALITY:** At this point, the seller had signed sale contracts but had NOT signed the Dual Agency Agreement. Under SC law and NAR Article 9, all agreements related to a real estate transaction must be in writing and executed before being acted upon. Proceeding to contract execution with a buyer the agent personally knew, without a signed dual agency disclosure, rendered the agency relationship legally defective from this point forward.

Friday, March 7, 2025

Mr. Batson suggested extending the closing date from March 21 to March 28 so the buyer could be present in person, and later proposed an early occupancy arrangement allowing buyer access to the property before closing. Mr. Steinberger declined early occupancy, insisting on a confirmed date first.

[Exhibit H] Texts re: closing date extension and early occupancy request, Mar 7, 2025.


 **TECHNICALITY:** Proposing early occupancy to a seller in financial distress, without disclosing the legal risks of pretextual possession, is a breach of the fiduciary duty of full disclosure. Early occupancy prior to a fully executed closing creates risk of adverse possession claims and is not standard practice without specific protections for the seller.

III. Seller Realizes the Problem, March 10-12, 2025

Monday, March 10, 2025

Mr. Steinberger identified for the first time that one of the buyers, Nickoleta Sakorafos, appeared to be a licensed real estate agent. He also discovered through Carvana that his vehicle was worth approximately \$21,800, nearly \$2,000 more than the \$20,000 attributed to it in the deal. He had not been informed of Carvana's valuation or any third-party vehicle appraisal. He questioned whether the \$3,000 earnest money had been received, whether the buyer's loan had been secured, and why he had not been informed of the buyer's realtor status.

[Exhibit I] Text: seller raises dual realtor status, Carvana valuation, earnest money, and loan status, Mar 10, 2025, 8:03 p.m.


 **TECHNICALITY:** A licensed agent acting as buyer in a real estate transaction in South Carolina is required to disclose that status to the seller. Mr. Batson did not disclose this. Additionally, the vehicle was undervalued in the deal by approximately \$1,800. Both failures constitute misrepresentation of material facts under NAR Article 2 and SP 1-5 (Informed Consent).

Also on March 10, Mr. Batson sent yet another Dotloop signature request for the Dual Agency Agreement. It remained unsigned.

[Exhibit AJ] Dotloop email: Dual Agency Agreement signature request, Mar 10, 2025.

Mr. Steinberger expresses discomfort with the deal, asking Mr. Batson if he is willing to change the deal. Mr. Steinberger expresses clearly that he is not interested in the proposed deal anymore and wishes to renegotiate.

[Exhibit J] Text: 'Just feeling a little uneasy that maybe this is not exactly the best deal', Mar 10, 2025

 **TECHNICALITY:** This is a breach in fiduciary duties on the part of Mr. Batson. If Mr. Batson was following the agreement he made with NAR, he would have made every effort possible to renegotiate the transaction from this moment exactly. This violates NAR Article 2, which requires licensed realtors to act in the fiduciary best interest of the client.

Mr. Steinberger again on the same exact day asks if the car can be removed from the deal. Twice in a single day, disabled seller expressed no longer being interested in selling under the current arrangement. **Twice in a single day.**

[Exhibit K] Text: 'just curious if there's at all any way I can keep this car', Mar 10, 2025


Mr. Steinberger again asks if the deal can be renegotiated. This is the **THIRD** time Mr. Steinberger has asked Mr. Batson for a renegotiation, stating personal hardship as the reason. **Now Mr. Batson has refused to accommodate seller's fiduciary needs THREE TIMES in a single day.**

[Exhibit L] Text: 'If there's any way at all that I can keep this car I would really appreciate we discuss this', Mar 10, 2025

Tuesday, March 11, 2025

Mr. Batson communicated with the closing attorney, Courtney Laws of Laws & Laws, and returned with a confirmed cash-to-close figure. The text read: 'Just spoke to the closing attorney. Cash needed to close: You'd get \$2,681.86 back with car as part of deal and \$17,318.14 due without car.'

[Exhibit M] Text: cash-to-close figures confirmed by agent after attorney consultation, Mar 11, 2025, 3:31 p.m.

 **TECHNICALITY:** This communication, confirmed by the closing attorney, constituted an authorized statement of an alternative deal term. Mr. Steinberger was entitled to rely on it as a valid option. Mr. Batson did not state that this option required buyer approval before Mr. Steinberger could act on it. The failure to include that material condition renders the communication a misrepresentation under NAR Article 2 and SP 9-2.

Mr. Steinberger explicitly asked **FOR THE FOURTH TIME** whether there was any way to keep his car. He proposes either dropping the car from the deal entirely or waiting to sell until peak selling season.

[Exhibit M] Text: 'is it in the heart of the buyer to raise the price that I may keep the car', Mar 11, 2025.


Wednesday, March 12, 2025

Mr. Steinberger sold his vehicle independently and informed Mr. Batson by text: 'I sold the car and will have cash for the closing instead.'

[Exhibit N] Text: 'I sold the car and will have cash for the closing instead', Mar 12, 2025.

Mr. Batson responded with: 'You sold the car??' and 'That was not the intent of that message.' He then asserted that SC law requires wet signatures on deeds and that the seller must appear in person.

[Exhibit N] Text: agent response, 'You sold the car?? ... That was not the intent of that message', Mar 12, 2025.

 **TECHNICALITY:** Mr. Batson presented two materially contradictory statements within 24 hours: (1) cash-to-close without the car is \$17,318.14, confirmed by the attorney; and (2) the car was required and selling it independently was a breach of contract. An agent cannot offer a term to a seller, allow the seller to act on that term in good faith, and then disclaim the offer as unintended. This is textbook misrepresentation and a failure to disclose a material condition, actionable under NAR Articles 1, 2, and 9.

Also on March 12, Mr. Batson sent a final Dotloop signature request for the Dual Agency Agreement, two days before the scheduled closing. It remained unsigned.

[Exhibit AJ] Dotloop email: Dual Agency Agreement request, Mar 12, 2025. Still unsigned.


IV. The Attempted Closing, March 13-14, 2025

Thursday, March 13, 2025

Buyer Nickoleta Sakorafos legally releases herself from the transaction. Mr. Steinberger then legally releases himself from the transaction. The transaction, even if it was legal, which it was not as the **DUAL AGENCY AGREEMENT was NEVER SIGNED**, is now officially twice dead.


[Exhibit S] Email from buyer releasing herself from the transaction, Mar 13, 2025.

[Exhibit T] Email from seller releasing himself from the transaction, Mar 13, 2025.

 **TECHNICALITY:** Once a seller formally requests release from a listing agreement, the agent is obligated to respond and, if disputing the release, to immediately initiate mediation under NAR Article 17. Mr. Batson did neither. He ignored the release request and proceeded toward closing, an unauthorized act under a disputed agency relationship.


Mr. Batson then advises both parties to seek legal counsel. He does not offer mediation. He does not offer arbitration. Then Mr. Batson creates a new deal with a new monetary value and convinces Nickoleta Sakorafos to reenter the transaction under the new conditions without Mr. Steinberger's consent. Mr. Steinberger refuses the new deal.

[Exhibits S-Y] Email chain with Mr. Batson advising litigation and also reopening the transaction under new terms, Mar 13, 2025.

 **TECHNICALITY:** NAR Article 17 requires that before resorting to litigation, a Realtor must offer mediation and, if unresolved, submit to arbitration. Mr. Batson did neither. Directing parties to seek legal counsel is not a substitute for the mediation and arbitration obligations imposed by the Code of Ethics. This failure is the agent's obligation, not the seller's, Mr. Steinberger was never required to initiate mediation first.

Closing attorney Courtney Laws sent an email advising both parties to seek legal counsel and cease communication.

[Exhibit Z] Email from Courtney Laws: 'I'm advising both parties to seek legal counsel and cease communication', Mar 13, 2025, 2:35 p.m.

 **TECHNICALITY:** The closing attorney's directive to cease communication effectively suspended the transaction. For the closing to proceed the following day without the seller's consent or presence constituted an unauthorized closing.

Mr. Steinberger attempts to release himself from representation, **PRIOR TO ILLEGAL CLOSING**.

[Exhibit AB] Email from seller attempting to be released from representation, Mar 13, 2025, 1:43 p.m..


Courtney Laws then confirms that they will be holding a closing the next day.

[Exhibit AC] Email from closing attorney: 'Ok. We will have the documents ready', Mar 13, 2025, 4:35 p.m.

Friday, March 14, 2025

The buyer, James and Nickoleta Sakorafos, flew in from Boston, Massachusetts and attended the closing at Laws & Laws, 8 Whitsett Street, Greenville, SC. They signed closing documents. Mr. Steinberger was not present, had not agreed to the revised terms, had **not signed the revised deal**, had **NEVER AGREED TO DUAL AGENCY**, and had formally requested release from representation the prior day. The closing proceeded without his participation.

[Exhibit AD] Email from closing attorney confirming buyers attended and signed; requesting seller sign remotely via notary, Mar 14, 2025, 11:30 a.m.

 **TECHNICALITY:** A closing cannot legally be completed on a real estate transaction without the seller's signature on the deed. SC law requires a wet signature on the deed of conveyance. The buyer signing documents does not constitute a completed closing. The closing attorney's subsequent request for Mr. Steinberger to sign remotely confirms the closing was incomplete, yet the buyer and agent treated the transaction as consummated. This was an unauthorized and legally defective closing attempt.

Mr. Steinberger replied to the closing attorney the same day: 'I am all set. I will not be signing any documents.'


[Exhibit AE] Email from Mr. Steinberger to closing attorney: 'I will not be signing any documents', Mar 14, 2025, 11:42 a.m.

V. Post-Closing Refusals and Withheld Keys, March 15-July 2025

Late March-Early April 2025 (Two-Week Silence)

Mr. Batson went silent for approximately two weeks, providing no response to any of Mr. Steinberger's requests. When he finally replied, he directed all correspondence to his attorney's office, Stokely Holder at Holder Padgett Littlejohn & Prickett, LLC, and confirmed the keys were being held at that office pending payment of the full commission.

[Exhibit AH] Email from Mr. Batson: keys held by attorney pending payment, approx. April 2025.

 **TECHNICALITY:** Conditioning the return of a seller's house keys on payment of a disputed commission is not a legitimate exercise of lien rights and has no basis in the SC listing agreement's terms. It compounds the agent's breach rather than curing it.

Saturday, March 22, 2025

Mr. Steinberger sent a follow-up text to Mr. Batson requesting return of his house keys, release from the listing agreement, and removal of the listing from the MLS and all public platforms including Zillow, Realtor.com, and Redfin.


[Exhibit P] Text: request for keys, release, and MLS removal, Mar 22, 2025.

Friday, March 28, 2025

Receiving no response, Mr. Steinberger escalated. He sent a formal email to Jerry Spearman at RE/MAX with the subject line 'Immediate Request for Release from Representation by Jackson Batson.' The email documented that Mr. Batson had refused to communicate, refused to return keys, refused to remove the listing, and was ignoring fiduciary obligations.

[Exhibit AF] Email: 'Immediate Request for Release from Representation by Jackson Batson', Mar 28, 2025.


[Exhibit AG] Follow-up email to Courtney Laws and Mr. Batson requesting release, keys, and MLS removal, Mar 28, 2025, 2:05 p.m.

 **TECHNICALITY:** An agent who refuses to return property keys to a seller while simultaneously refusing to release the seller from a listing agreement is effectively holding the property hostage. This constitutes a failure of the agent's duty under NAR SP 1-11 (Protection Against Losses) and may constitute conversion of property under South Carolina law.

Friday, April 4, 2025

Mr. Steinberger received a formal four-page demand letter from W. Christopher Schwartz, Esq. at Holder Padgett Littlejohn & Prickett, LLC. The letter demanded \$17,400, representing 6% of \$290,000, plus attorney's fees and costs. The demand letter also included a cease-and-desist on whistleblower disclosures.


[Exhibit AI] Demand letter from Holder Padgett Littlejohn & Prickett, LLC, April 4, 2025.


 **TECHNICALITY:** Commission under a listing agreement is earned only when the agent procures a ready, willing, and able buyer AND the transaction closes. The transaction did not close. Mr. Steinberger did not sign the deed. No transfer of property occurred. A commission demand for a failed closing is legally unsupportable under the terms of the listing agreement itself.

Saturday, April 5, 2025

A second communication from attorney Stokely Holder included fourteen Bible verses quoted directly at Mr. Steinberger.

[Exhibit AL] Email from Stokely Holder containing scriptural quotations directed at Mr. Steinberger, April 5, 2025.

 **NOTE:** Mr. Steinberger had disclosed his faith background and seminary enrollment to Mr. Batson during their first interaction. The use of Scripture in legal correspondence against a known vulnerable religious party constitutes weaponization of confidential personal information, an aggravated form of the Article 1-9 violation already established.

 **TECHNICALITY:** Demanding withdrawal of regulatory complaints (filed with DOJ, HUD, SCHAC, LLR, NAR, SC DCA, and the SC Attorney General) as a condition of settlement constitutes attempted obstruction of legitimate regulatory proceedings. Federal whistleblower protections under 42 U.S.C. § 3617 (Fair Housing Act) and SC consumer protection statutes protect Mr. Steinberger's right to file these complaints without retaliation.

Sunday, April 13, 2025

Mr. Steinberger tries to negotiate a mediation, something that Mr. Batson should have initiated, and this attempt fails.

[Exhibit AQ] Email from seller requesting mediation, April 13, 2025.

Friday, April 25, 2025

Mr. Batson removed the listing for 236 Tippin Trail from the MLS, and therefore from Zillow, on April 25, 2025.

[Exhibit AT] Zillow price history screenshot: removed Apr 25, relisted Jun 24, removed Jul 6, 2025.

Tuesday, June 24, 2025

Mr. Batson re-listed the property on the MLS and Zillow without Mr. Steinberger's authorization.

[Exhibit AT] Zillow price history screenshot: removed Apr 25, relisted Jun 24, removed Jul 6, 2025.

Friday, July 4, 2025


Mr. Steinberger asks Mr. Batson to sell his house again to a new buyer, Mr. Batson refuses.

[Exhibit AP] Email from seller asking Mr. Batson to sell his house instead of holding it hostage, July 4, 2025.

Sunday, July 6, 2025

The listing was removed again on July 6, 2025.

[Exhibit AT] Zillow price history screenshot: removed Apr 25, relisted Jun 24, removed Jul 6, 2025.

 **TECHNICALITY:** Re-listing a property on the MLS after a seller has formally requested release from the listing agreement, and after all communications were directed through counsel, constitutes unauthorized representation and false advertising under NAR SPs 12-8 and 12-10. The MLS is a public-facing commercial platform. Listing a property implies active seller consent to sell, which did not exist.


VI. Civil Suit Filed and Diagnosis Confirmed


Tuesday, August 12, 2025


On August 12, 2025 at 2:53 PM, Linhart Realty Group LLC d/b/a RE/MAX Results filed a Summons and Complaint in Greenville County Court of Common Pleas (Case #2025CP2305006) through attorneys Holder, Padgett, Littlejohn & Prickett, LLC. The complaint was signed by W. Christopher Schwartz (SC Bar #106429). Two causes of action were alleged: (1) Breach of Contract, failure to pay 6% commission of \$17,400.00; and (2) Unjust Enrichment. The complaint additionally alleged that Mr. Steinberger made “numerous false allegations, complaints, and reports” which “damaged Plaintiff’s reputation in the community,” and sought an injunction requiring retraction of all such statements. Mr. Steinberger discovered this filing while searching his name online in connection with employment applications.


[Complaint / Summons] Summons and Complaint, Linhart Realty Group LLC v. Adam Matthew Steinberger. Case #2025CP2305006. Filed August 12, 2025, 2:53 PM, Greenville County Court of Common Pleas. Attorneys: Holder, Padgett, Littlejohn & Prickett, LLC.


[Exhibit AR] Greenville County court docket: Linhart Realty Group LLC v. Steinberger, filed August 12, 2025.

 **TECHNICALITY:** Filing suit without first offering mediation and arbitration, as required by NAR Article 17 and SP 17-1 and 17-2, and as contractually required by Section 24 of the listing agreement itself, constitutes a breach of the Code of Ethics and a breach of the listing agreement. The filing of litigation is explicitly defined by NAR SP 17-1 as a refusal to arbitrate.

 **TECHNICALITY:** The complaint alleges in Paragraph 23 that the commission amount is “6.00% of the gross sales price, or \$17,400.00.” Six percent of \$299,000 (the Purchase Contract price) is \$17,940.00, not \$17,400.00. Six percent of \$290,000 (the revised deal price with the vehicle) is \$17,400.00. The plaintiff’s own damages calculation uses the vehicle-inclusive deal price, a deal that never closed and whose terms were disputed, rather than the signed Purchase Contract price. This arithmetic error exposes an inconsistency in the plaintiff’s own theory of damages.

 **TECHNICALITY:** The complaint alleges at Paragraph 12 that Mr. Steinberger’s verbal response, “Yes, let’s do it!”, constituted acceptance of the Buyers’ Offer. South Carolina contract law requires that acceptance of a real estate offer be in writing to be enforceable under the Statute of Frauds (SC Code § 27-30-10). An oral “Yes” relayed through the agent does not constitute a binding written acceptance. The subsequently signed Purchase Contract is the legally operative acceptance, and its terms, including the closing date of March 21, 2025, govern, not the verbal exchange.


 **TECHNICALITY:** The complaint’s Second Cause of Action (Unjust Enrichment / Quantum Meruit) alleges at Paragraph 37 that “Defendant realized the benefit of having a buyer for the Property.” This is legally insufficient for quantum meruit recovery. Mr. Steinberger did not close the transaction, did not receive the purchase price, and did not transfer title. He received no monetary benefit from the transaction. The “benefit” the plaintiff claims, introduction to a buyer who did not complete a purchase, is not a realized, retainable benefit that triggers restitution. The quantum meruit claim fails on its face.

 **TECHNICALITY:** The complaint seeks an injunction at Paragraph iv requiring Mr. Steinberger to “retract and/or resend any and all” statements made to third parties and to be enjoined from further dissemination. The complaints, reports, and communications at issue were filed with state and federal regulatory agencies, SC LLR, SC HUD, NAR, DOJ, and the SC Attorney General. Compelled

retraction of statements made to government regulatory agencies implicates the First Amendment and 42 U.S.C. § 3617's anti-retaliation provisions under the Fair Housing Act. The injunctive relief sought is constitutionally and statutorily overbroad.

Monday, October 6, 2025, Mr. Steinberger Served with Summons and Complaint


Mr. Steinberger was personally served with the Summons and Complaint on October 6, 2025. The 30-day period to respond under SC Rules of Civil Procedure established a response deadline of November 6, 2025. The complaint had been filed August 12, 2025, meaning nearly two months elapsed between filing and service. Mr. Steinberger had not been notified of the lawsuit at any point during that interval.

 **TECHNICALITY:** The lawsuit was filed August 12, 2025 but Mr. Steinberger was not served until October 6, 2025, a gap of 55 days. During this interval, Mr. Steinberger was actively seeking employment and was unaware that a civil action bearing his name had been filed in Greenville County. He discovered the lawsuit's existence only by searching his name online during employment applications. The plaintiff chose when to serve; the 55-day delay is the plaintiff's strategic decision, not Mr. Steinberger's negligence.

Tuesday, October 14, 2025, Mr. Steinberger Files Motion for Extension of Time (Pro Se)

Eight days after being served, Mr. Steinberger filed a handwritten Answer/Motion for Extension of Time with the Greenville County Court of Common Pleas. The motion requested the maximum extension allowed by law in order to secure legal counsel. It was served on plaintiff's counsel W. Christopher Schwartz via certified mail the same day (USPS Tracking #9207190132473400271947198). The motion fee of \$25 was paid. The court clerk filed the motion on October 15, 2025.

[Motion] Answer/Motion for Extension of Time. Signed by Adam Matthew Steinberger, Pro Se. Submitted October 14, 2025. Court clerk date filed: October 15, 2025. Motion fee \$25 paid. Certificate of Service via Certified Mail to W. Christopher Schwartz, HPL+P Law.

 **NOTE:** This motion was filed within eight days of service, timely, proper, and served by certified mail with tracked delivery. It was not made for purposes of delay, as stated explicitly in the motion. This is the conduct of a defendant acting in good faith, not one attempting to evade the court's jurisdiction.

Tuesday, October 21, 2025

Mr. Steinberger was formally evaluated by Darren Woodlief, Ph.D. at Comprehensive Psychological Services, LLC, 1816 Bull Street, Columbia, SC 29201. Testing date: October 21, 2025.

[Exhibit 0] Receipt from neuropsychological evaluation, October 21, 2025.

Thursday, November 6, 2025, Plaintiff Consents to Extension; New Deadline December 6, 2025


On November 6, 2025, the original response deadline, plaintiff's counsel W. Christopher Schwartz filed Plaintiff's Consent to Extend Deadline with the court at 3:17 PM. The filing acknowledged that Mr. Steinberger had been served October 6, 2025, confirmed the original deadline of November 6, 2025, and consented to a 30-day extension pursuant to SC Rules of Civil Procedure Rule 6(b). The new deadline was set as December 6, 2025.


[Answer] Plaintiff's Consent to Extend Deadline. Signed by W. Christopher Schwartz (SC Bar #106429). Electronically filed November 6, 2025, 3:17 PM. Case #2025CP2305006.

Sunday, November 9, 2025, Mr. Steinberger Files Answer, Affirmative Defenses, and Counterclaim (Pro Se)

On November 9, 2025, three weeks before the extended deadline, Mr. Steinberger signed and served his Answer, Affirmative Defenses, and Counterclaim upon plaintiff's counsel via Mailform.io. The document was received by the court and filed. Mr. Steinberger appeared as Defendant/Counterclaimant, pro se. The counterclaim named Jackson Batson as Counterdefendant.

[Counterclaim] Answer, Affirmative Defenses, and Counterclaim. Adam Matthew Steinberger, Pro Se, Defendant/Counterclaimant. Signed November 9, 2025. Served on W. Christopher Schwartz, HPL+P Law, via Mailform.io, postage prepaid. Case #2025CP-23-05006.

 **TECHNICALITY, BUYERS' WRITTEN REFUSAL:** The counterclaim identifies Exhibit B as buyer Nickie Sakorafos's email dated March 12, 2025 at 13:02, which states: "We are no longer legally bound to continue with the purchase of the home." This is a written, timestamped, unequivocal repudiation of the purchase contract by the buyers, not by the seller. The Listing Agreement's commission trigger requires the owner to "fail or refuse to complete the sale." The buyers' written repudiation on March 12, 2025 is the proximate cause of the failed transaction. Defendant's release of the buyers the same day, "If you are no longer interested in the sale you are welcome to cancel the contract", was a response to the buyers' prior breach, not an independent act of refusal.


 **TECHNICALITY, \$21,999.64 DEMAND:** The closing attorney's paralegal (Jessica Ballew, Laws & Laws) sent an email on March 13, 2025 at 11:12 AM stating: "If you do not bring the car to closing your cash to close that you will need to either wire or bring a cashier's check will be \$21,999.64." This figure is \$4,681.50 more than the \$17,318.14 previously confirmed by Batson via text on March 11, 2025. The sudden \$4,681.50 escalation, issued the day before the attempted closing, after the seller had already sold his vehicle, constitutes a material change in terms that the seller never agreed to. The counterclaim's Exhibit D documents this escalation and its legal consequence: the contract was effectively repudiated by the buyers' side before defendant declined to close.


Tuesday, December 9, 2025, Plaintiff Files Reply to Counterclaims (25 Defenses)

On December 9, 2025 at 7:18 PM, plaintiff filed its Reply to Defendant's Counterclaims through counsel Holder, Padgett, Littlejohn & Prickett, LLC. The reply denied the substance of the counterclaims and asserted twenty-five affirmative defenses in response. Among the specific admissions: plaintiff admitted (Paragraph 3 of counterclaim) that "there were discussions

regarding the sale of said property” and admitted (Paragraph 28) the allegations relating to the AuDHD diagnosis.

[Doc 008] Plaintiff’s Reply to Defendant’s Counterclaims. Signed by W. Christopher Schwartz (SC Bar #106429), M. Stokely Holder (SC Bar #73892), Ra’na Heidari (SC Bar #104501). Electronically filed December 9, 2025, 7:18 PM. Case #2025CP2305006.

 **TECHNICALITY, ADMISSION RE: AUDHD:** In its Reply (Paragraph 19), the plaintiff admitted “upon information and belief” the allegations of Paragraph 28 of the counterclaim, the paragraph that states defendant was officially diagnosed with AuDHD on October 21, 2025. This is a judicial admission by a represented party that the AuDHD diagnosis is not in dispute. Combined with the formal psychological evaluation (Exhibit F / Exhibit 3), the diagnosis is now the subject of a party admission in the case record. The plaintiff cannot simultaneously admit the diagnosis and argue that the defendant’s cognitive disability is irrelevant to the fairness of the transaction.

 **TECHNICALITY, 25 DEFENSES:** The plaintiff’s Reply to a four-count counterclaim asserts twenty-five separate affirmative defenses, including: Failure to State a Claim, Accord and Satisfaction, Assumption of Risk, Contributory Negligence, Unclean Hands, Laches/Estoppel/Waiver, Statute of Limitations, No Standing, No Proximate Cause, Failure to Mitigate, Bad Faith, Absence of Breach, Condonation and Consent, Statute of Frauds, Setoff, Parol Evidence Rule, Substantial Performance, Misrepresentation, and the right to add additional defenses. The sheer volume, twenty-five defenses against four counterclaim counts, is not a sign of legal strength. It is a comprehensive defensive hedge by a party that cannot predict which of the counterclaim’s theories will survive. A plaintiff confident in its position does not need twenty-five escape routes.

Friday, December 12, 2025

Mr. Batson’s legal team attempts to extort Mr. Steinberger for \$17,000 and a public retraction of whistleblower activities.


[Exhibit AS] Stokely Holder attempts to extort Mr. Steinberger in order to force a public retraction of his complaints to regulatory agencies, December 12, 2025.

Monday, December 15, 2025

Dr. Woodlief issued the formal psychological evaluation report, confirming the following DSM-5-TR diagnoses: Autism Spectrum Disorder, Level 1 (F84.0), without language or intellectual impairment; Attention-Deficit/Hyperactivity Disorder, Combined Presentation (F90.2); Generalized Anxiety Disorder with Social Anxiety (F41.1); and Posttraumatic Stress Disorder (F43.10). Full-Scale IQ of 122 (93rd percentile) confirmed.

[Exhibit 0] Receipt from Comprehensive Psychological Services, LLC, October 21, 2025.


[Exhibit 3] Formal psychological evaluation report, December 15, 2025.

 **TECHNICALITY:** The confirmed AuDHD diagnosis retroactively establishes that Mr. Steinberger was a disabled person within the meaning of the Americans with Disabilities Act and the Fair Housing Act at the time of the transaction in February-March 2025. Observable symptomology, panic disclosures, emotional dysregulation, information oversharing, inability to fully comprehend transaction mechanics, was present from first contact. An agent who identifies a vulnerable party and proceeds to use that vulnerability to advance a transaction benefits no defense in ignorance: the duty to accommodate and the duty to avoid exploitation attach regardless of formal diagnosis.

Wednesday, December 17, 2025


Mr. Steinberger confirmed via Dotloop that the **Dual Agency Agreement**, originally sent February 18, 2025, **remained unsigned as of this date**. The document status was captured via screenshot with ImageMagick-verified metadata confirming the timestamp. This document continues to **REMAIN UNSIGNED** even as of today's date.


[Exhibit AK] Dotloop screenshot with ImageMagick metadata: date:create 2025-12-17T17:47:56, STILL UNSIGNED.

 **TECHNICALITY:** The Dual Agency Agreement remained unsigned from February 18, 2025 through at least December 17, 2025, a period of approximately ten months spanning first contact, both contract signings, the attempted closing, the release requests, the demand letter, and the civil suit filing. There was no point in this transaction at which Mr. Batson had legal authority to act as a dual agent. Every action taken in his purported dual capacity was taken without the consent required by NAR SP 1-12, NAR Article 9, SC Code § 40-57-350, and the terms of the listing agreement itself.

Tuesday, January 20, 2026, Amendment to Counterclaim Filed and Served


Mr. Steinberger signed and served the Amendment to Answer, Affirmative Defenses, and Counterclaim on January 20, 2026 via USPS upon W. Christopher Schwartz at HPL+P Law, P.O. Box 1804, Greenville, SC 29602. The amendment amends the original filing dated November 9, 2025.

 **TECHNICALITY:** The Tenth Affirmative Defense is not advisory. NAR Code of Ethics violations by a licensed South Carolina Realtor® constitute violations of the professional standards required for licensure under SC Code § 40-57-135 and the regulations of the SC Real Estate Commission. Violations are grounds for disciplinary action up to and including license revocation. The Tenth Defense both supports the counterclaim and undermines the commission claim: an agent who violated no fewer than nineteen provisions of his professional code cannot claim clean hands while seeking equitable enforcement of a commission agreement.

 **TECHNICALITY, REFERRAL REQUEST:** The Prayer for Relief now includes a formal request that the Court refer Counterdefendant to the SC Department of Labor, Licensing and Regulation (LLR) and to NAR for investigation of the Code of Ethics violations documented herein. SC Code § 40-57-135 authorizes the Real Estate Commission to investigate licensed agents for unprofessional conduct. The documented violations, nineteen or more, across Articles 1, 2, 9, 17, and multiple Standards of Practice, are precisely the conduct the Commission's disciplinary authority exists to address.

Thursday, February 26, 2026, SC LLR Formally Forwards Complaint to Office of Disciplinary Counsel


On February 26, 2026, J. Watson Wharton, III of the South Carolina Labor, Licensing and Regulation Division notified Mr. Steinberger that LLR Complaint No. 2025-167, filed April 10, 2025 and re-engaged December 14, 2025, had been reviewed by the LLR commission and formally forwarded to the Office of Disciplinary Counsel for further action. Contact in that office: Alice Douglas, (803) 896-4479.


 **TECHNICALITY:** Forwarding to the Office of Disciplinary Counsel represents formal escalation by the LLR: the initial complaint review is complete, and the matter has been referred to the body empowered to pursue license suspension or revocation against a licensed real estate agent. This is the outcome Mr. Batson's litigation has been designed, from its filing on August 12, 2025, to prevent. The LLR's escalation on February 26, 2026 is the precise event that makes every subsequent filing in this civil action intelligible as coordinated suppression.

Monday, March 2, 2026, Plaintiff Files Motion to Dismiss Defendant's Amendment

Four days after the LLR forwarded the complaint to Disciplinary Counsel, Plaintiff's counsel filed a Motion to Dismiss Defendant's Amendment to Answer, Affirmative Defenses, and Counterclaim. The motion was electronically filed on March 2, 2026 at 2:33 PM by Holder, Padgett, Littlejohn & Prickett, LLC (M. Stokely Holder, SC Bar #73892; Ra'ford W. Bussey, SC Bar #103943; Ra'na Heidari, SC Bar #104501; W. Christopher Schwartz, SC Bar #106429). The motion alleged that the Amendment was filed in violation of Rule 15(a) of the South Carolina Rules of Civil Procedure and requested dismissal of the Amended Counterclaims.


The Amendment Plaintiff seeks to dismiss contains the complete factual testimony of what occurred in the underlying transaction, the same record now before the LLR's Office of Disciplinary Counsel.

 **TECHNICALITY:** Rule 15(a) of the South Carolina Rules of Civil Procedure commands that leave to amend "shall be freely given when justice so requires." South Carolina courts follow the federal framework established in *Foman v. Davis*, 371 U.S. 178 (1962), which holds that outright refusal to grant leave to amend, absent undue delay, bad faith, dilatory motive, repeated failure to cure deficiencies, or futility, constitutes an abuse of discretion. Plaintiff's motion did not allege any of these factors. It alleged only a procedural violation of Rule 15(a), without engaging the substance or materiality of the Amendment. A motion to exclude the factual record is not the same as a motion with merit.

 **TECHNICALITY, TIMING:** The Amendment was filed January 20, 2026. Plaintiff waited 41 days, until four days after the LLR forwarded the complaint to Disciplinary Counsel on February 26, to file this motion. The motion targets the document that contains the eyewitness testimony underlying both this civil action and the LLR disciplinary matter. The timing is not procedural housekeeping. It is an attempt to strip the record of the factual basis that caused the LLR to escalate.


Wednesday, March 4, 2026, Defendant Files Opposition to Motion to Dismiss Amendment


On March 4, 2026, Mr. Steinberger filed his Response in Opposition to Plaintiff's Motion to Dismiss Amended Answer, Affirmative Defenses, and Counterclaim. The opposition was served on Plaintiff's counsel W. Christopher Schwartz via USPS on the 4th day of March, 2026.


 **TECHNICALITY:** An amendment is considered "futile" under Rule 15(a) only if the proposed amended pleading could not survive a motion to dismiss. Plaintiff's motion made no such argument. The opposition correctly identified that dismissing the amendment solely on procedural grounds, without any consideration of the materiality and relevance of its contents, would be contrary to the spirit and mandate of Rule 15(a). The default rule under South Carolina and federal procedure strongly favors allowing amendments. Any doubt is resolved in favor of granting leave.

Thursday, March 5, 2026, Defendant Files Motion to Dismiss for Abuse of Process and Lawfare

On March 5, 2026, Mr. Steinberger filed a Motion to Dismiss for Abuse of Process and Unlawful Use of Litigation as Lawfare with the Greenville County Court of Common Pleas. The motion was filed with a motion hearing request and a \$25.00 motion fee paid on March 5, 2026, as confirmed by the Clerk's verification. The motion was served on Plaintiff's counsel W. Christopher Schwartz at P.O. Box 1804, Greenville, SC 29602 via United States Mail, first-class postage prepaid, on the 5th day of March, 2026.


 **TECHNICALITY, ABUSE OF PROCESS:** South Carolina recognizes the tort of abuse of process, which requires: (1) an ulterior purpose; and (2) a willful act in the use of process not proper in the regular conduct of the proceeding. *Hainer v. American Medical International, Inc.*, 328 S.C. 128 (1997). Both elements are present: Plaintiff's ulterior purpose is to suppress the LLR complaint and avoid disciplinary proceedings; the willful improper act is the demand, embedded in settlement negotiations, for a public retraction of federally and state-protected whistleblower communications as a condition of dismissal. No legitimate civil plaintiff demands that a defendant lie to the public as a term of settlement.


 **TECHNICALITY, WHISTLEBLOWER PROTECTIONS:** Federal whistleblower protections under 18 U.S.C. § 1513 (retaliation against witnesses, victims, and informants) and applicable South Carolina public policy protections prohibit using legal process to compel the retraction of truthful reports made to government authorities. Plaintiff's demand for retraction is not incidental to this lawsuit, it is the lawsuit. The \$17,000 money demand is the mechanism. The retraction of LLR Complaint No. 2025-167 is the goal. A court order, express or implicit, requiring a disabled whistleblower to recant truthful testimony submitted to a state licensing authority is constitutionally and statutorily impermissible.

 **TECHNICALITY, MALICIOUS PROSECUTION COUNTERCLAIM:** The motion placed on record that upon termination of this action in Defendant's favor, the facts of this case will support a claim for malicious prosecution under South Carolina law. The six required elements under *Gibson v. Brown*, 245 S.C. 547, 141 S.E.2d 653 (1965) are: (1) institution of judicial proceedings; (2) by or at the instance of the defendant; (3) termination in plaintiff's favor; (4) malice in instituting such proceedings; (5) want of probable cause; and (6) resulting injury or damage. Elements (1), (2), (4), (5), and (6) are already established. Probable cause is absent: the \$17,318.14 figure represents a commission and closing shortfall from a transaction that (a) never lawfully closed, (b) was engineered through manipulation of a disabled individual, and (c) depended on a dual agency arrangement Defendant never signed. Defendant reserves all rights to assert this claim upon favorable termination of the present action.

Wednesday, March 11, 2026, Arguendo Memorandum: Mandatory Mediation Defect


On March 11, 2026, Mr. Steinberger filed a Supplemental Memorandum of Law in Support of Motion to Dismiss for Abuse of Process. It was served on W. Christopher Schwartz at HPL+P Law via USPS on the 11th day of March, 2026. The memorandum proceeds as a purely arguendo proposition: even accepting, for the sake of argument only, that the underlying contract was legally valid and enforceable, and even accepting that Defendant bore any responsibility for the alleged breach, both of which Defendant expressly denies, Plaintiff would still have violated the very contract it seeks to enforce by filing this action without first attempting mediation as expressly required by Section 24 of the parties' Purchase Contract.


 **TECHNICALITY, CONTRACT VIOLATION BY THE PLAINTIFF:** It is a foundational principle of equity that a party who seeks to enforce a contract must itself have complied with the material obligations of that contract. A party cannot invoke a contract's remedial provisions while simultaneously disregarding the contract's procedural prerequisites to those remedies. Under the unclean hands doctrine, "he who comes into equity must come with clean hands." Plaintiff's failure to comply with Section 24 is a breach of the same instrument on which Plaintiff's entire claim rests. This arguendo argument is independent of Defendant's primary position and provides an additional, self-contained basis for dismissal or for a stay pending mandatory mediation.

 **TECHNICALITY, MEDIATION BYPASS AS FURTHER EVIDENCE OF LAWFARE:** A party genuinely seeking to resolve a contractual dispute would have availed itself of the contractually-specified mediation process: a low-cost, private, and expedient remedy specifically designed to address exactly the kind of dispute Plaintiff characterizes its claim as. The NAR Dispute Resolution System referenced in Section 24 exists precisely for this purpose. Plaintiff made no attempt to invoke it. Instead, Plaintiff raced directly to court, incurring and imposing the maximum burden, cost, and public exposure, within a time frame that is explicable only as a response to Defendant's regulatory complaint. Where litigation is employed not as a last resort after good-faith dispute resolution, but as a first strike designed to intimidate and burden the opposing party, it satisfies the definition of abuse of process.

Thursday, March 12, 2026, Chronology Memorandum: Plaintiff's Missed Opportunities and Failure to Substantively Defend

On March 12, 2026, Mr. Steinberger filed a Memorandum of Law in Support of Motion to Dismiss addressing Plaintiff's Failure to Mount Any Substantive Defense and the Chronology of Missed Opportunities to Avoid This Litigation. It was served on W. Christopher Schwartz at HPL+P Law via USPS on March 12, 2026. The memorandum addressed a fundamental and dispositive deficiency in Plaintiff's conduct throughout these proceedings: at no stage has Plaintiff offered any substantive factual defense against Defendant's counterclaims, affirmative defenses, or amended pleadings. Plaintiff's entire response to Defendant's detailed factual record consists of bare denials, boilerplate legal labels, and a motion to suppress the most materially significant testimony in the proceeding.


 **TECHNICALITY, BUYERS' PROOF OF FUNDS (\$478,000+):** Buyer Nickoleta Sakorafos was herself a licensed real estate agent. Her husband is the CEO of a plastics engineering company. Their documented proof of funds exceeded \$478,000 as of January 2025, more than sufficient to close the entire transaction without the inclusion of any personal property. Plaintiff disclosed none of this to Defendant. An agent acting in the seller's interest would have disclosed that the buyers had ample funds to close without requiring the seller to surrender his vehicle. The suppression of this information is not a professional oversight. It is the deliberate concealment of a material fact that, had it been disclosed, would have eliminated the vehicle component of the deal entirely and removed the mechanism by which Defendant was subsequently harmed.

 **TECHNICALITY, BARE DENIALS ARE NOT A DEFENSE:** Plaintiff's Reply to Defendant's Counterclaims filed December 9, 2025 consists of twenty-five defenses. Without exception, each is either a bare denial ("Plaintiff denies the allegations") or a one-sentence legal label with no supporting facts. Not a single defense contains a factual allegation that rebuts, challenges, or even engages with the substance of Defendant's counterclaims. South Carolina courts have consistently recognized that a denial without factual support does not constitute a substantive defense. A denial preserves an issue for proof; it does not constitute proof. Plaintiff has had ample time and opportunity

to present his version of the facts. He has not done so. The inference this Court may draw from that silence is significant.


Tuesday, April 14, 2026, SCR Grievance Committee Communications


On April 14, 2026 at 13:44 EDT, Defendant received an email from Lindsey Pittman, VP of Professional Services, South Carolina Association of REALTORS® (SCR), stating that the SCR Grievance Committee had met to review Defendant's prior ethics complaint and was requesting additional information: specifically, a specific timeline for each alleged Article, with a deadline of May 4, 2026, exactly one day before the civil hearing before this Court on May 5, 2026. The same underlying real estate transaction is the subject of both the SCR ethics complaint and this civil action.

 **TECHNICALITY, SCR IS NOT A NEUTRAL REGULATOR:** SCR is a trade association whose membership includes the Plaintiff. It is not a neutral regulator. SC LLR is the licensing regulator; SCR is a private professional association. A decision by the SCR Grievance Committee on Defendant's ethics complaint, issued the day before the May 5 hearing, would be immediately usable by the Plaintiff as exhibit material at the hearing, whether that use was intended by the Committee or not. The asymmetric information environment (Plaintiff is represented; Defendant is not; Plaintiff is a member of SCR; Defendant is not) means that any Committee decision on any timeline becomes an asymmetric input into these proceedings. Defendant has preserved the communications, formally objected in writing, and formally requested postponement of any SCR decision until this litigation concludes. The memorandum asks the Court to receive this communication pattern into the record and to be aware of it when evaluating any argument or exhibit offered at the May 5 hearing that derives from or references SCR processes.


Friday, April 17, 2026, Valuation Memorandum: Capacity, Counterclaim Damages, and SCR Third-Party Communications

On April 17, 2026, Mr. Steinberger filed a Memorandum on Capacity to Participate, Counterclaim Valuation, and Third-Party Influence in advance of the May 5, 2026 hearing. It was served on W. Christopher Schwartz at HPL+P Law via USPS on April 17, 2026. The memorandum addresses three subjects bearing directly on the Court's consideration of the hearing.

 **TECHNICALITY, PTSD CAUSED BY THIS LITIGATION:** This is not a case in which a disabled person with pre-existing PTSD happens to find himself in court. The Defendant's PTSD at its current PCL-5 severity of 73/80 was produced by the conduct that gives rise to this action and by the litigation itself. The contemporaneous clinical documentation from Defendant's treating providers identifies the precipitating stressors as: (a) the real estate transaction and the conduct of Plaintiff's agent; (b) the foreclosure-and-scripture pressure campaign conducted by Plaintiff's counsel; and (c) the ongoing civil proceeding and its effects on housing, finances, and daily executive function. Under *Bragg v. Hi-Ranger, Inc.*, 319 S.C. 531, 462 S.E.2d 321 (Ct. App. 1995), and *Doe v. Greenville Hospital System*, 323 S.C. 33, 448 S.E.2d 564 (Ct. App. 1994), severe emotional distress that is the foreseeable result of a breach of duty is compensable. The PTSD trajectory is causally linked to Plaintiff's conduct and to the continuation of this litigation.

 **TECHNICALITY, SCUTPA TREBLING AND TIER 2 PUNITIVE EXPOSURE:** Under S.C. Code § 39-5-140(a), on a finding of willful or knowing violation, the Court "shall award three times the actual damages sustained" plus mandatory reasonable attorney's fees and costs. Applying trebling to the

\$299,293.44 traceable economic floor alone yields approximately \$897,880 in trebled economic damages, before non-economic damages and before attorney fees. Additionally, South Carolina punitive damages under S.C. Code § 15-32-530 are structured in three tiers. Tier 2 (elevated to greater of 4× compensatory or \$2,000,000) is already established on the pleadings: S.C. Code § 43-35-85(D) classifies knowing and willful exploitation of a vulnerable adult as a felony, and the alleged conduct, induced reliance on false financial representations, unauthorized dual agency, and foreclosure-pressure tactics against a known-to-be-disabled seller, “could subject” Plaintiff to felony conviction. No actual conviction is required; Tier 2 activates on the “could.” Tier 3 (no cap) is within reach if a trier of fact finds intent to harm from the continuation of pressure tactics after the disability was known, the explicit retraction demand, and the scripture-pressure campaign documented in the demand-letter record.

 **TECHNICALITY, COUNTERCLAIM SURVIVES DISMISSAL OF PLAINTIFF’S CLAIM:** The Plaintiff has moved under S.C. Rule 12(b)(6) to dismiss. The relief the Plaintiff seeks goes only to the Plaintiff’s own Complaint. It is well-settled South Carolina and federal procedure that dismissal of a plaintiff’s claim has no automatic effect on a defendant’s properly pled counterclaim. See SCRCP 13; Baker v. Chavis, 306 S.C. 203, 410 S.E.2d 600 (Ct. App. 1991); Federal Rule 41(a)(2) (parallel federal rule requiring a pending counterclaim to be independently resolved). If the Plaintiff’s claim is dismissed, Defendant’s Amended Counterclaim for fraud, breach of fiduciary duty, negligence per se, exploitation of a vulnerable adult, undue influence, and violation of the South Carolina Unfair Trade Practices Act proceeds. The Plaintiff cannot walk away from a lawsuit it filed in order to extinguish the claims filed in response.

VII. Closing Statement

Every element of this testimony is supported by timestamped documentary evidence, text messages, emails, Dotloop records, Zillow data, court filings, closing attorney correspondence, a formal psychological evaluation issued by a licensed clinical psychologist, and the court record of Case No. 2025-CP-23-05006 through March 5, 2026.

The transaction failed for one reason that every other failure flows from: Jackson Batson proceeded as a dual agent without ever obtaining the signed Dual Agency Agreement required by South Carolina law and the NAR Code of Ethics. That unsigned document, confirmed still unsigned on December 17, 2025, is not a technicality. It is the foundation of Mr. Batson's authority to act. Without it, he had none.

Mr. Steinberger respectfully requests that this Court take judicial notice of the complete and unbroken evidentiary record presented herein.

Adam Matthew Steinberger

Date: _____

1. NAR Code of Ethics Standard of Practice 10-1. *Panic Selling.*

When involved in the sale or lease of a residence, Realtors® shall not volunteer information regarding the racial, religious or ethnic composition of any neighborhood nor shall they engage in any activity which may result in panic selling, however, Realtors® may provide other demographic information.

Background

Disabled seller approached agent in early 2025 (earliest email records indicate 17 Feb 2025, see Exhibit A) **that he found online that he had never met before and did not know personally in any way in a panic due to disability and personal hardship and divulged personal hardship to agent, also due to disability.** These included details about **deep personal religious convictions, wholesale rejection from friends and family, a recent job loss and the loss of a tenant for his house** for which perceived disability was the main cause. Disabled seller indicates to agent that he moved from his house in Travelers Rest, SC to Wake Forest, NC **to attend seminary studies** and was experiencing these hardships as a result of this decision. Disabled seller also communicates to agent that **he is under water on the mortgage.** Agent then communicates to disabled seller that **additional funds must be available in some way in order to cover the combined note and closing costs.** Disabled seller is unaware **due to disability** that he may have had enough in savings at the time to either cover the mortgage and wait to sell until peak selling season or move back to his home and convert his studies into online learning. Disabled seller engaged with agent several times via phone call **yelling in extreme panic and making extreme statements.** These included statements like, **“I’m just going to buy a ticket to Israel”.** As a **trained and licensed real estate agent, agent should have known** that these tactics (encouraging disabled seller to produce additional funds to complete a sale instead of offering alternative options) **would induce further panic in disabled seller.** As a **trained and licensed real estate agent, agent should have known** that a **materially significant amount** of these closing costs **includes his own commission** and that **disabled seller would be responsible for producing these funds** if the sale were to push through to completion. Disabled seller **unknowingly walked into a dangerous environment** from which this information **could be used against him to his detriment.** As a **trained and licensed real estate agent, agent should have known** that **engaging in pressure tactics in order to induce a panic sale is against the NAR Code of Ethics** that **he agreed to** in order to complete his licensing and engage in active realtorship in South Carolina and the United States of America.

Evidence

Agent offers to **share seller’s personal hardship to a prospective buyer.** As a **trained and licensed real estate agent, agent should have known** that the **emotional distress and divulgence of personal hardship** and religious convictions **to a complete and total stranger** was a **clear indicator of disability** and that **this information could and should not be used unethically against disabled seller to disabled seller’s detriment.** As a **trained and licensed real estate agent, agent should have known** that **this individual was vulnerable and prepared to engage with disabled seller appropriately.** Agent is not explicitly made aware of seller’s disability, as seller himself was not aware of disability either, however disability on part of seller given the circumstances should have been assumed by agent. **Agent then introduces creative sale option to disabled seller** by offering to **add a personal vehicle into the sale.** Text messages on 1 Mar 2025 **prompted by agent ask, “Are you okay with me sharing your situation with buyer?”**, to which disabled seller responds, **“Yes”.** Later that same day **agent prompts disabled seller again.** This time agent prompts, **“Do you have a car you are going to be selling? Buyer is trying to come up with some creative ways to make this work”**, to which disabled seller responds, **“Yes I can sell my car, also have a motorcycle I need to sell.”** Disabled seller was **not made fully aware of the unusual nature** of this kind of transaction. Disabled seller **does not prompt this himself**, the **unusual arrangement is suggested by agent and not by disabled seller.** Agent **does not offer alternative options.** Agent should have sought to **calm down disabled seller appropriately and offered options favorable to disabled seller, not attempt to insight further emotional distress in disabled seller in order to exercise a panic sale.** As stated above, these option **should have included waiting until peak selling season** to sell in order

to cover the note and closing costs in full at time of closing and an option to **move back home and continue studies online**. (See Exhibit B)

Disabled seller then unknowingly follows along, providing **detailed information** about his **personal vehicle** to agent. **Agent then prompts disabled seller for details about the additional personal vehicle mentioned prior**. Disabled seller then **unknowingly** offers **detailed information** regarding the **additional personal vehicle**. **Agent encourages behavior of disabled seller under the grounds of being creative**. As a **trained and licensed real estate agent**, **agent should have known** that this was **engaging in the exercise of a panic sale** by using **deception or manipulation** to put seller at ease **instead of offering favorable alternatives to sale**. (See Exhibit C)

Agent then uses disabled seller's disability symptomology of active emotional distress and panic to engage in pressure tactics in order to start forcing a panic sale. Agent seeks to **earn unwarranted trust** in disabled seller by **easing concerns** through **deception or manipulation**, making claims that **buyer is a person of some kind of authority** and therefore can be trusted. Agent also **induces unwarranted trust** by making claims about being **well connected**. This includes making the following statements, **"Buyer is a seasoned business guy,"** followed by **"I'm going to reach out to some folks in my network,"** then by **"Full mortgage balance is due at closing. Perhaps we can sell vehicles or due personal loan or other creative option. If it goes to foreclosure it stays on credit 8 years."** Disabled seller is **not made aware at this time** that prospective buyer is a **personal contact of agent**. Disabled seller at this time is **not made aware of the full nature of dual agency** in real estate transactions. Agent may have had prospective buyer already lined up ready to buy, waiting for the opportunity to force a sale. **Disabled seller first offers to sell personal property separately** and bring cash to the deal by stating, **"Okay yeah let's see if we can get the car and motorcycle sold this week that hopefully will solve this."** Agent then responds by **prompting disabled seller not to do this**, but instead to add personal property into the deal. Agent prompts this by stating, **"The buyer may be able to work cars or bikes into deal somehow. Just a thought if he needs a car down here for work"**. Disabled seller **does not realize due to disability** that selling personal property separately and bringing cash to deal **would have been a better option**, and that agent **may have been lying** about buyer's intentions. **Buyer may have been attempting to buy in order to flip both car and house after the exercise of a panic sale**. Disabled seller is **not made aware by agent of these intentions** if they did exist, is **not made aware by agent that this was real risk to consider when exercising this option** and is **not made aware by agent that including this property in the sale was an unusual and not a favorable option** for his own fiduciary needs. Disabled seller is **not made aware by agent that moving home to his house in Travelers Rest would have allowed him to keep his car and get back into an industry job and complete his degree online**. Agent even offers to acquire disabled seller's motorcycle, by stating **"I use powersports... If need me to go by dor you i can."** (See Exhibit D)

Agent then uses **religious manipulation against disabled seller** stating, **"Me and my family are praying this all works out too,"** in order to manipulate disabled seller into **further exercising the panic sale**. As stated above, **disabled seller has never met agent before and has no evidence** to suggest that agent is actually in fact religious in any way. Disabled seller is **unaware that he may be falling for a form of coercion** regarding an usual transaction and that **his actual instincts towards removing personal property from the deal are correct and are being redirected** (possibly intentionally) **by agent into more unfavorable terms** for disabled seller. (See Exhibit E)

Disabled seller then **sends pictures of his car to agent**. (See Exhibit F)

Agent then **sends disabled seller his outline for the panic sale** he has just engineered. The deal was to include, **"\$310,000 cash for house and car together. With the other house being \$275,000 -- he still likes yours better and wants to make this work so basically \$290,000 on house and \$20,000 on car. It gives you enough for closing and hopefully kills two birds with one stone and gets you out from under the house."** Agent even

includes his own personal address in an exchange with disabled seller. Disabled seller is given **zero justification by agent as to why his house has valued at \$290K**, and **zero justification by agent as to why another house that was introduced into the conversation was valued at \$275K**. As a **trained and licensed real estate agent**, **agent should have known** that he is **required to produce this information** in order to **properly inform disabled seller** of the decision he is making. (See Exhibit G)

Agent then introduces disabled seller of **an option to extend the closing date and allow the buyer to gain occupancy to disabled seller's house prior to closing**. Disabled seller is starting to realize that he may be **falling for a scam**. Agent suggests, **"Would you have any issue closing on 3/28 versus 3/21 so the buyer can be here in person?"** Agent then continues to engineer an early occupancy by later suggesting, **"Instead of extending, they may be able to close as early as the 14th if the attorney gets everything reviewed in time. Would that work?"** Then later agent asks disabled seller, **"if for some reason they cannot close on the 14th the seller was curious if you could let them do an early occupancy because they will be down here the week of the 14th anyway visiting family."** Disabled seller realizes that this is a **bad idea**, as **this would allow buyer to engage in a bad faith pretextual possession of the house**, and responds to request from agent with, **"I want to get this date set in stone. If I can get a date setup and confirmed we can talk about early occupancy."** Disabled seller follows this up with, **"I appreciate your help with this by the way, I look forward to getting to meet y'all in person. God is good!"** Disabled seller is still wanting to assume buyer and agent are acting in good faith and is pushing early occupancy options in order to protect himself. (See Exhibit H)

On 10 Mar 2025, disabled seller has realized by now that this may be a scam he has fallen for. Disabled seller sends message to agent stating, **"I am a little confused, it appears that one of the buyers is a real estate agent and also Carvana says my car is worth \$21,800. Was the \$3000 earnest money received? Also the contract says the buyers have to prove the securing of a loan which I'm confused about as I thought this was a cash deal, can they confirm the loan has been secured? Also it looks like agents acting as buyers have to disclose this information during the sale, why was I not informed about this?"** Disabled seller is trying to see where agent and buyer may have had gaps in due diligence so he can safely try and back out of the deal. (See Exhibit I)

Disabled seller then expressed his concern explicitly, **"Just feeling a little uneasy that maybe this is not exactly the best deal even given the situation that we discussed and if we can get out and sell at a higher price to someone else maybe a few months down the road then I can keep the car which would be ideal, maybe it's best we back out of the current deal and then your friend can buy the house down the street and we can find someone to buy for higher when the markets go up in a few months? What are your thoughts?"** Disabled seller realizes this deal is unfavorable to himself, and also realizes that at least monetarily it is unfavorable to the buyer as well. Disabled seller realizes that **he would be better off selling his car to a third party and bringing cash to the table instead**. Disabled seller offers this as an alternative option to agent. Disabled seller then responds with more details, **"Before we speak can you provide me with written documentation for those two items please? That will affect the conversation and I don't want to waste anyone's time in the meantime. Also, I'm still not sure why I was not made aware of the realtor status of [buyer] but we can discuss after I get those docs please and thank you."** Also there is **still clearly misunderstanding around how buyer is paying for this transaction**, further suggestion disability in seller and **blatant lack of appropriate accommodations on the part of agent**. As a **trained and licensed real estate agent**, **agent should not be in a position where buyer is still unaware of the exact details of the transaction** scheduled to close only four days out. Seller should never have been in a position where he was still unaware of these actual details of the sale of his own house and was actively being coerced into the sale without this knowledge. Disabled seller states, **"Oh okay that makes sense then."** **Agent should have been aware that disabled seller was not clear on the mechanics of the sale**. Agent does not realize that disabled seller is gifted in specific ways, including but not limited to critical thinking skills enabling him to acquire a 3.7 GPA at a world renown seminary. Agent does not realize that disabled seller is also gifted in high levels of pattern recognition and

is able to spot inconsistencies that non-disabled people often do not. Disabled seller has now realized he may have been scammed. (See Exhibit J)

Disabled seller then communicates to agent that this remains an unfavorable deal to him and his current situation, asking how to remove his car from the deal while outlining hardship as the reason. Disabled seller writes, **“just curious if there’s anyway I can keep this car otherwise things are difficult post-sale as im sure you can understand.”** Disabled seller also continues by requesting cash be brought to the table instead of his car, **“Well how much \$ exactly is required for the sale? If I have that much in my account maybe it would be better to just pay it out of pocket.”** (See Exhibit K)

Disabled seller then again requests that the car be replace with cash to close the deal due to ongoing personal hardship. Disabled seller states, **“If there’s any way at all that I can keep this car I would really appreciate we discuss this. There is way more than enough funding for these people [buyer] to buy this house without the car involved. If I lose the car then I won’t be able to get to classes or to a job. This will make things way worse for me. Please I am praying for some grace here, I will be unemployable without transportation. And I have no note on the car, it is free, I just have insurance to pay for it.”** (See Exhibit L)

Disabled seller then is surprised by agent who provides disabled seller with a cash option for the sale, confirmed by closing attorney. Agent states, **“Just spoke to the closing attorney. Cash needed to close: You’d get \$2,681.86 back with car as part of deal and \$17,318.14 due without car.”** Agent may have assumed disabled seller would not act on this option and likely offered \$17K in cash thinking disabled seller did not have enough outside of selling his car to close the deal with cash. Agent may have been trying to force the sale so buyer could flip both house and car for profit. Disabled seller then pressed further, asking that both car and cash options be exchanged for a sale at a higher price. Agent previously sent proof of fund from buyer to disabled seller and disabled seller knew buyer had enough in cash to buy at a higher price that would cover all cost both principle and closing. Disabled seller states, **“is it in the heart of the buyer to raise the price that I may keep the car, or for them to move on to a different house? If I am to lose the car, it honestly would be more sensible to just be late on the mortgage for a few months while I look for a job and find a buyer that will allow me to keep the car. If I lose the car then it will also be very difficult to find work even something simple like working for a restaurant and if I cannot make it to school then I may be kicked out of school as well. Just asking and praying that the buyer is understanding about all of this.”** Again, disabled seller is expressing **personal hardship** that would be exacerbated by closing on the originally proposed deal. Disabled seller realizes at this point that **agent was not acting in good faith** and was exercising this transition in way that **did not uphold agent’s obligations to disabled seller’s fiduciary needs**. Disabled seller even explains to agent that closing on this deal exactly could result in disabled seller becoming homeless. Disabled seller writes, **“with no job it’s at the expense of shortening how much time I have to find work before I am on the streets.”** This is an **extreme abuse of power** that **should not in any way have been exercised by agent**. (See Exhibit M)

Disabled seller decides to **take the cash offer in good faith** as confirmed by agent and closing attorney. Disabled seller writes, **“I sold the car and will have cash for the closing instead,”** and **“Also is it possible to do this virtually? Otherwise I need to book a flight to GVL and all of that.”** Agent then responds to this **in protest and shock**. Agent writes, **“You sold the car??”** and **“You will need to be here in person,”** and **“Sc requires wet signature on deed,”** and **“And the car was part of the house contract,”** and **“That was not the intent of that message.”** Agent made a claim that the newly proposed option was allowed, disabled seller acted on it in good faith, and had no reason to believe that agent was providing him this information with any other intention aside from providing disabled seller with a second option upon which to act if he so chose to. Disabled seller exercised this option **in good faith** assuming that agent was **telling the truth**. **Agent did not disclose** to disabled seller that **this new deal that he had given disabled seller the authority to exercise** as confirmed by closing attorney **would need to be confirmed with buyer**. Disabled seller exercised this option **assuming in good faith that buyer was made aware that a second option was made available as is the obligation of agent to perform**

when agreeing to new terms. Agent failed to perform his legal duties as a trained and licensed real estate agent. Agent's response came as a complete surprise to disabled seller. (See Exhibits N, W, X, Y, Z)

Disabled seller then supports his decision by reminding agent that **buyer had enough cash to close** on this transaction **even without his car** added to the deal. Disabled seller states, **"Also, mind you, the document you sent with proof of funds has a balance of \$478,320.42 as of 1/24/25. Your buyer clearly has more than enough, or did at least, to pay for this deal car or not car, and also enough to move on and get the other house if that is what they prefer."** Disabled seller is **still unsure if agent ever offered any of these other options to buyer at all**, as this request was made **multiple times** by disabled seller and either alternative option may also have been **more advantageous to buyer as well**. Disabled seller then requests that **all communications via phone call moving forward be recorded** in order to protect himself. Disabled seller writes, **"Only if you're comfortable that I record the phone call otherwise text or email only please."** (See Exhibits O, R)

Text communication between agent and disabled seller ends with **agent requesting that disabled seller contact an attorney. Agent does not offer mediation. Agent also does not offer arbitration.** As a trained and licensed real estate agent, **agent should have known** that he is **legally bound to offer mediation and arbitration before resorting to litigation.** Agent writes, **"I recommend you contact an attorney."** Agent also is already **fully aware that disabled seller is going through financial hardship** and that **litigation is an expensive option that disabled seller is not able to afford** while in his current position. **Agent may have taken this route in order to transition the now defunct transaction into an extortion scenario where agent is now about to try and force financial gain from the situation without even having to sell disabled seller's house.** Disabled seller is at risk of homelessness and have no financial ability to obtain material legal support in this now failed transaction. As a trained and licensed real estate agent, **agent should have known that it is both deeply unethical and a criminal offense to extort anyone for such a large sum, let alone a vulnerable disabled person at risk of homelessness and now without a car.** (See Exhibits P, U)

Disabled seller then made **several attempts to be released from representation by agent**, for which **two weeks went by without any communications.** At this time, also **buyer was now re-entered the newest deal without agreed consent from disabled seller and flew in to Greenville, South Carolina from Boston, Massachusetts in order to close.** After signing at the illegal closing, **closing attorney then reached out to disabled seller requesting that he sign the documents from his Wake Forest address remotely via notary.** This is in **direct contradiction to previous statements made by agent claiming disabled seller's presence was required for closing.** Disabled seller then replies to closing attorney **confirming he will not be signing the documents** (as he did not agree to the new terms). (See Exhibits AA, AB, AC, AD, AE, AF, AG, AH)

Also while all this was happening, **agent continued to send disabled seller requests to sign agent's Dual Agency Agreement up into the week of the illegal closing,** of which **disabled seller has still not signed it and continues to refuse to do so.** (See Exhibits AJ, AK)

Later when agent turned to litigation, agent performed the following blunders: he **failed to release disabled seller from exclusive rights to sell**, he **failed to return disabled seller's keys** so that disabled seller was **unable to regain possession of his own property**, and he **continued to demand that disabled seller seek legal counsel** instead of mediation or arbitration. (See Exhibits AA, AF, AG, AH)

Disabled seller, **unable to afford a lawyer** at this point, had **no choice but to engage in whistleblower activities.** Disabled seller saw **no other choice made available to him.** Disabled seller approached a combination of **government agencies, non-government agencies** (including LLR and NAR), **free legal services** (which were declined due to complexity and disabled seller's inability to correctly convey the gravity of his situation due to being disabled), and **churches under a pseudonym** he used for his missionary work in order to **protect himself from damage to his professional reputation** as an **unemployed software engineer.** Disabled seller was then

sent demand letters by agent's new legal team to cease and desist under false allegations of slander. Copy from the litigation lawyer included **spiritual abuse** in the form of **Scripture quotations** making **false claims about the situation and disabled seller's personal character**. The verses used were:

"The integrity of the upright guides them, but the unfaithful are destroyed by their duplicity." Proverbs 11:3.

"Those who consider themselves religious and yet do not keep a tight rein on their tongues deceive themselves, and their religion is worthless." James 1:26

"Therefore each of you must put off falsehood and speak truthfully to your neighbor, for we are all members of one body." Ephesians 4:25

"The Lord is near to all who call on him, to all who call on him in truth." Psalm 145:18

"The integrity of the upright guides them, but the crookedness of the treacherous destroys them." Proverbs 11:3

"Truthful lips endure forever, but a lying tongue is but for a moment." Proverbs 12:19

"Righteous lips are the delight of a king, and he loves him who speaks what is right." Proverbs 16:13

"Little children, let us not love in word or talk but in deed and in truth." 1 John 3:18

"Having put away falsehood, let each one of you speak the truth with his neighbor, for we are members one of another." Ephesians 4:25

"Whoever speaks the truth gives honest evidence, but a false witness utters deceit." Proverbs 12:17

"These are the things that you shall do: Speak the truth to one another; render in your gates judgments that are true and make for peace." Zechariah 8:16

"You shall not bear false witness against your neighbor." Exodus 20:16

"If we say we have fellowship with him while we walk in darkness, we lie and do not practice the truth." 1 John 1:6

"Love does not rejoice at wrongdoing, but rejoices with the truth." 1 Corinthians 13:6

"Repay no one evil for evil, but give thought to do what is honorable in the sight of all. If possible, so far as it depends on you, live peaceably with all. Beloved, never avenge yourselves, but leave it to the wrath of God, for it is written, 'Vengeance is mine, I will repay, says the Lord.' To the contrary, 'if your enemy is hungry, feed him; if he is thirsty, give him something to drink; for by so doing you will heap burning coals on his head.' Do not be overcome by evil, but overcome evil with good." Romans 12:17-21

(See Exhibits AI, AL, AN, AO)

Disabled seller did at one point **hire a lawyer for \$3,500** who agreed to **send demand letters for an agreement that disabled seller pay agent \$3,500 to have agent's representation released**. Agent and his legal team **would not agree to a payment plan of anything under \$15K** (their initial request was \$17K) and were also **demanding that disabled seller publish a public retraction of all whistleblower activities, a forced lie to the public that would necessarily cause person and professional damage** to a now **underemployed software professional and seminary student living in extreme poverty** with no foreseeable way out. (See Exhibits AM)

After selling his car, disabled seller had **no other option** due to under/unemployment but to **replace his car with a 49-cc moped** for \$2,000. This caused innocent disabled seller **extreme mental, emotional, social and spiritual harm** (including public humiliation in front of his peers at seminary) for which disabled seller is **still recovering**. Recovery is projected to take **2-3 years**. Disabled seller has **no material way to speed this process up**, it is an unavoidable part of his disability. Disabled seller also found out quickly after purchasing this moped that **the vehicle would only operate in warm, dry weather**. This led to **serious mobility instability**, and when **combined with extreme poverty** also lead to his **going without food twice for 24 hour stretches**. Disabled seller **lived too far from grocery stores, his poverty job and his classes** to enable him to get around on foot (an hour's walk), and his **limited income prevented him from being able to order food online**. Disabled seller was **justifiably worried that his life was about to end**. Disabled seller **disclosed this information to agent and his legal team**,

offering to exchange a payment plan for free (slave) labor, which was declined. Disabled seller even **informed agent and legal team that they were not following proper NAR/LLR protocol**, and this information was dismissed. Plans for mediation, **initiated by disabled seller**, eventually failed. As a **trained and licensed real estate agent**, **agent should have initiated mediation first** and this mediation **should have been conducted formally** through NAR/LLR. Agent's failure to both initiate mediation himself and failure to conduct mediation through the proper channels **leaves disabled seller without blame** in this regard. Due to disabled seller's **extreme hardship caused directly by agent's illegal actions**, disabled seller **shifted focus from documentation to obtaining food, obtaining closer living arrangements to food, and saving up or borrowing to get back into a car.** Due to disabled seller's no longer owning a car, **disabled seller was unable to move back into his home in Travelers Rest**, which was what he was wanting to do at this point **but was prevented from doing.** (See Exhibit AP, AQ)

On a mission trip to NYC in July 2025, **disabled seller realized his condition was worse than he imagined and tried applying for another car loan.** He had applied for several already, **all of which were declined.** He also spend a great deal of time **trying to fund raise** to get back into a car, for which he **only received \$200** in donations. **Disabled seller was finally approved for a car loan, at which point he started making plans to move back to his home in Travelers Rest.** While also searching his name only in order to make sure his public image online was amicable for finding work back in industry, **disabled seller discovered that agent and his legal team had officially filed for a civil suit against him.** This caused yet another disability panic, leading him to **expedite the process of moving back home where he now resides.** (See Exhibit AR)

Disabled seller was later **officially diagnosed AuDHD** (combined **autism** and ADHD) on **21 Oct 2025** by **Comprehensive Psychological Services, LLC**, confirming seller **was in fact a vulnerable disabled person.** Full paperwork for confirmed diagnosis received 15 Dec 2025. (See Exhibits 0, 1, 2, 3)

Agent and his legal team **continue to perform illegal extortion** in order to **close this case** and **receive a sum of \$17K** along with an **illegal public retraction** from disabled seller. Disabled seller is under the impression that **agent and his legal team may be concerned** mostly at this point that **agent is at risk of losing his real estate license both statewide and federally**, for which disabled seller believes **this would be a warranted and just action** that SC LLR and NAR should necessarily perform in order to have **proper justice served** for this slew of **unfortunate and illegal events on the part of agent and his legal team.** Disabled seller also is under the impression that **agent also did not act in the best fiduciary interest of buyer**, and **buyer should also have the right to sue agent in criminal court** and send agent and possibly even agent's legal team to prison. (See Exhibit AS)

2. NAR Code of Ethics Standard of Practice 11-1. *Duty to Prepare Opinions of Real Property Value.*

When an opinion of value or price is prepared other than in pursuit of a listing or to assist a potential purchaser in formulating a purchase offer, **the opinion shall include the following** unless the party requesting the opinion requires a specific type of report or different data set:

- 1) **identification of the subject property**
- 2) **date prepared**
- 3) **defined value or price**
- 4) **limiting conditions, including statements of purpose(s) and intended user(s)**
- 5) **any present or contemplated interest, including the possibility of representing the seller/landlord or buyers/tenants**
- 6) **basis for the opinion, including applicable market data**
- 7) **if the opinion is not an appraisal, a statement to that effect**
- 8) **disclosure of whether and when a physical inspection of the property's exterior was conducted**

- 9) disclosure of whether and when a physical inspection of the property's interior was conducted
- 10) disclosure of whether the Realtor® has any conflicts of interest

Background

Agent never provided disabled seller with **any justification as to the valuations** of both **disabled seller's own residence** he was trying to sell nor a **separate residence that was brought into the conversation by agent**.

Evidence

Agent outlined a transaction involving disabled seller's home **valued at \$290K** and personal automobile valued at \$20K, citing a separate property purportedly **valued at \$275K** via text message on 2 Mar 2025. (See Exhibit G)

Disabled seller **never received any justification at all via text or email justifying these valuations**. You can see **no emails were received by disabled seller** with this information on 2 Mar 2025 confirming the valuations and their justifications. (See Exhibit Q)

3. NAR Standard of Practice 1-3. *Deliberate Misleading of Market Value.*

Realtors®, in attempting to secure a listing, **shall not deliberately mislead the owner as to market value**.

Background

Disabled seller was misled as to the **market value of his home** by **agent**, possibly with the intent to **force a panic sale**.

Evidence

The text message from 2 Mar 2025 **sent by agent to disabled seller** gave **market values for two properties**. **No justification by agent was provided**. Agent may have used this to **mislead** in order to **force a panic sale**. (See Exhibits G, Q)

4. NAR Code of Ethics Article 2. *Misrepresentation and Exaggeration.*

Realtors® shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction.

Background

Not only did agent likely **mislead disabled seller** in order to **force a panic sale**. Agent also exercised **exaggeration, misrepresentation and concealment** of pertinent facts.

Evidence

Agent **exaggerated** the conditions of the sale by **choosing not to offer alternative options** that were **more favorable** to disabled seller's **fiduciary needs**. (See Exhibits E, G, I, J, K, L, M)

Agent **misrepresented himself** to be a **Christian** and his **buyer** as a **"seasoned business guy"** in order to **earn unwarranted trust** in disabled seller so agent could **force a panic sale**. (See Exhibits D)

Agent **misrepresented the true nature of the transaction**, which was likely to **force a panic sale**. (See Exhibits B-P)

Agent **misrepresented the true nature of dual agency**, which lead to him likely trying to **force a panic sale**. (See Exhibit J)

Agent **concealed pertinent facts** regarding the **need for buyer to agree to new terms**. (See Exhibit N)

Agent **misrepresented himself** by giving disabled seller **confirmation that cash to close was an acceptable alternative** to offering his car at closing. Disabled seller **later discovered** as communicated by agent that this was “**not the intent of that message**” after having **performed his right to exercise this option in good faith**. (See Exhibits M, N)

Agent **concealed pertinent facts** by **failing to disclose that buyer had enough funds to close on disabled seller’s house without the car**. (See Exhibits O, R)

Agent **misrepresented the actual market value of the car** that agent consistently offered as **the only option to close the transaction**, despite disabled seller’s **multiple legitimate attempts to have the deal changed**. Disabled seller only **later found out** that Carvana would purchase his car separately for **almost \$2K more than buyer was asking**. (See Exhibits G, I, J, K, L, M)

Agent also **misrepresented the nature of the transaction’s legally acceptable and agreed upon rejection of the transaction by both parties**, and then **encouraged buyer to re-enter the deal with a new negotiated price** that was **not agreed to by disabled seller**. (See Exhibits S, T, V, W, X, Y, Z, AA, AB, AC, AD, AE)

Agent also **misrepresented the actual need to seek mediation or arbitration before resorting to litigation**. (See Exhibits P, U, Z)

Agent also **misrepresented the truth** by **falsely claiming that disabled seller signed the Dual Agency Agreement** that was sent to him. Records show that **agent continued to send this document to disabled seller multiple times up into the week of closing**, and **disabled seller still has not signed this document** as he refused to sign it. (See Exhibit Q, AJ, AK)

Agent and legal team engaged in **extortion by sending demand letters to disabled seller which included false statements on the matter along with spiritual abuse from lawyer**. (See Exhibits AI, AL, AS)

5. NAR Code of Ethics Standard of Practice 1-12. *Dual Agency Disclosure*.

When entering into listing contracts, Realtors® must advise sellers/landlords of:

- 1) the Realtor®’s company policies regarding cooperation and the amount(s) of any compensation that will be offered to subagents, buyer/tenant agents, and/or brokers acting in legally recognized non-agency capacities;
- 2) the fact that buyer/tenant agents or brokers, even if compensated by listing brokers, or by sellers/landlords may represent the interests of buyers/tenants; and
- 3) **any potential for listing brokers to act as disclosed dual agents, e.g., buyer/tenant agents.**

Background

Disabled seller showed **signs of disability** from the start, the condition of which is **confirmed by diagnostic paperwork**. Agent should have been **trained** to identify this and provide proper **accommodations**.

Evidence

Disabled seller **confirmed diagnosed AuDHD**, October 2025. (See Exhibits 0, 1, 2, 3)

Disabled seller **divulges personal details** that **agent should not have had access to**, prompted by agent, showing **clear signs of autism**. (See Exhibits B, C, D, E, F, I, J, K, L, M, N, O, P)

Agent sends Dual Agency Agreement to disabled seller, **even up to week of closing, still unsigned**, with **closing documents already signed** and **buyers at the closing table**, suggesting **disabled seller was not properly made aware of the ramifications of dual agency**. (See Exhibits AA, AC, AD, AJ, AK)

6. NAR Code of Ethics Article 9. *Signed and Initialed Agreements.*

Realtors®, for the protection of all parties, **shall assure** whenever possible **that all agreements related to real estate transactions** including, but not limited to, listing and representation agreements, purchase contracts, and leases **are in writing in clear and understandable language** expressing the specific terms, conditions, obligations and commitments of the parties. **A copy of each agreement shall be furnished to each party to such agreements upon their signing or initialing.**

Background

Dual Agency Agreement **remains unsigned** by disabled seller.

Evidence

Agent sends Dual Agency Agreement to disabled seller, **even up to week of closing** with **closing documents already signed** and **buyers at the closing table**. Dual Agency Agreement **remains unsigned** by disabled seller. (See Exhibits AA, AC, AD, AJ, AK)

7. NAR Code of Ethics Article 17. *Failure to Mediate/Arbitrate.*

In the event of contractual disputes or specific non-contractual disputes as defined in Standard of Practice 17-4 between Realtors® (principals) associated with different firms, arising out of their relationship as Realtors®, the **Realtors® shall mediate the dispute if the Board requires its members to mediate. If the dispute is not resolved through mediation, or if mediation is not required, Realtors® shall submit the dispute to arbitration** in accordance with the policies of the Board rather than litigate the matter.

In the event **clients of Realtors® wish to mediate or arbitrate contractual disputes arising out of real estate transactions, Realtors® shall mediate or arbitrate those disputes in accordance with the policies of the Board**, provided the clients agree to be bound by any resulting agreement or award.

Background

Agent **does not offer** mediation or arbitration **prior** to initiating litigation. Disabled seller **discovers this** and even **offers mediation himself**, disabled seller is **not legally obligated** to discover this information and offer it as an option as the seller in this matter. **Agent is the responsible party for this.**

Evidence

Agent encourages disabled seller and buyer to **seek litigation**. (See Exhibits U, Z)

Disabled seller **later makes a failed attempt at mediation**. Disabled seller is not legally obligated to initiate this. **Agent is responsible for offering this option first. Agent never offers mediation to disabled seller.** (See Exhibit AQ)

8. NAR Code of Ethics Standard of Practice 17-1. *Refusal to Arbitrate.*

The filing of litigation and refusal to withdraw from it by Realtors® in an arbitrable matter constitutes a refusal to arbitrate.

Background

Agent **does not offer** mediation or arbitration **prior** to initiating litigation. Disabled seller **discovers this** and even **offers mediation himself**, disabled seller is **not legally obligated** to discover this information and offer it as an option as the seller in this matter. **Agent is the responsible party for this.**

Evidence

Agent encourages disabled seller and buyer to **seek litigation**. (See Exhibits U, Z)

Disabled seller **later makes a failed attempt at mediation**. Disabled seller is not legally obligated to initiate this. **Agent is responsible for offering this option first. Agent never offers mediation to disabled seller.** (See Exhibit AQ)

Disabled seller is **never offered** an option to **avoid litigation** that **does not also include** a demand for **monetary value** in exchange for an **illegal action** to be taken by disabled seller. (See Exhibits AI, AL, AM, AP, AS)

9. NAR Code of Ethics Standard of Practice 17-2. *Duty to Arbitrate.*

The fact that all parties decline to participate in mediation does not relieve Realtors® of the duty to arbitrate.

Background

Agent **does not offer** mediation **at all** to disabled seller. Disabled seller **does attempt to mediate**, but this **does not relieve agent's responsibility to pursue arbitration regardless.**

Evidence

Disabled seller **does make a failed attempt at mediation**. Disabled seller is **not legally obligated** to initiate this. **Agent is responsible for offering this option first. Agent never offers mediation to disabled seller. Agent never offers arbitration.** (See Exhibit AQ)

10. NAR Code of Ethics Standard of Practice 1-5. *Informed Consent.*

Realtors® may represent the seller/landlord and buyer/tenant in the same transaction only after full disclosure to and with informed consent of both parties.

Background

Disabled seller is **confirmed AuDHD** (combined **autism** and **ADHD**). Agent **should have known this** at time of initial engagement, due to **observable symptomology**. Agent pressures disabled seller into a failed **possible panic sale**. Disabled seller is **not properly informed by agent before proceeding with sale.**

Evidence

Disabled seller **confirmed diagnosed AuDHD**, October 2025. (See Exhibits 0, 1, 2, 3)

Disabled seller **divulges personal details** that **agent should not have had access to, prompted by agent**, showing **clear signs of autism**. (See Exhibits B, C, D, E, F, I, J, K, L, M, N, O, P)

Disabled seller shows **clear signs of not being properly informed** on the mechanics of sale, **after a series of documents have already been signed** by disabled seller. (See Exhibits G, I, J)

11. NAR Code of Ethics Standard of Practice 9-2. *Reasonable Efforts to Explain.*

When assisting or enabling a client or customer in establishing a contractual relationship (e.g., listing and representation agreements, purchase agreements, leases, etc.) electronically, **Realtors® shall make reasonable efforts to explain the nature and disclose the specific terms of the contractual relationship** being established **prior to it being agreed to by a contracting party**.

Background

Disabled seller is **confirmed AuDHD** (combined **autism** and ADHD). Agent **should have known this** at time of initial engagement, due to **observable symptomology**. Agent pressures disabled seller into a failed **possible panic sale**. Disabled seller is **not properly informed by agent before proceeding with sale**.

Evidence

Disabled seller **confirmed diagnosed AuDHD**, October 2025. (See Exhibits 0, 1, 2, 3)

Disabled seller **divulges personal details** that **agent should not have had access to, prompted by agent**, showing **clear signs of autism**. (See Exhibits B, C, D, E, F, I, J, K, L, M, N, O, P)

Disabled seller shows **clear signs of not being properly informed** on the mechanics of sale, **after a series of documents have already been signed** by disabled seller. (See Exhibits G, I, J)

12. NAR Code of Ethics Standard of Practice 1-6. *Objectivity.*

Realtors® shall **submit offers and counter-offers objectively** and as quickly as possible.

Background

Disabled seller **makes multiple attempts at renegotiating the sale while being pressured by agent to conform to the original offer** that **agent offered to disabled seller**. Agent cannot claim that this transaction was performed objectively.

Evidence

Agent offers disabled seller an **initial deal** for sale of house. (See Exhibit B, C, D, E, F, G)

Agent uses **possible manipulation**, possibly in order to **coerce disabled seller into agent's preferred option**. (See Exhibit B, C, D, E)

Disabled seller makes **multiple failed attempts** at renegotiating the transaction. (See Exhibits I, J, K, L, M)

Agent responds with **emotional intensity in protest** after disabled seller takes **alternative cash option in earnest**. (See Exhibits M, N)

13. NAR Code of Ethics Standard of Practice 1-9. Confidential Information used to Client Disadvantage.

Realtors® shall not knowingly, during or following the termination of professional relationships with their clients:

- 1) reveal confidential information of clients; or
- 2) **use confidential information of clients to the disadvantage of clients**

Background

Disabled seller is **confirmed AuDHD** (combined **autism** and ADHD). Agent **should have known this** at time of initial engagement, due to **observable symptomology**. Also hardship is described to agent **early on** by disabled seller involving **religious convictions**. This information is later **used against disabled seller** by agent and legal team, **possibly in order to force a panic sale**.

Evidence

Disabled seller **confirmed diagnosed AuDHD**, October 2025. (See Exhibits 0, 1, 2, 3)

Disabled seller **divulges personal details** that **agent should not have had access to**, prompted by agent, showing **clear signs of autism**. (See Exhibits B, C, D, E, F, I, J, K, L, M, N, O, P)

Religious conviction can be found **throughout much of the correspondence** coming from **disabled seller**. (See Exhibits E, H, I, L, M, AN, AP, AQ)

This **religious conviction** was **used by agent's legal team against him**, possibly in order to **extort disabled seller for \$17K in monetary value** and a **false and illegal public retraction** covered by **federal whistleblower protections**. (See Exhibits AI, AL, AP, AQ, AS)

14. NAR Code of Ethics Article 1. Fiduciary Duties.

When representing a buyer, seller, landlord, tenant, or other client as an agent, Realtors® pledge themselves to protect and promote the interests of their client.

Background

Disabled seller **makes multiple attempts at renegotiating the sale while being pressured by agent to conform to the original offer that agent offered to disabled seller**. Agent cannot claim that this transaction was performed in disabled seller's best interest.

Evidence

Agent offers disabled seller an **initial deal** for sale of house. (See Exhibits B, C, D, E, F, G)

Agent uses **possible manipulation**, possibly in order to **coerce disabled seller into agent's preferred option**. (See Exhibits B, C, D, E)

Disabled seller makes **multiple failed attempts at renegotiating the transaction** in order to **uphold disabled seller's personal financial needs**. Disabled seller **should not have to defend his own personal financial needs against** his agent's desire for a **specific transaction to be performed** by disabled seller. (See Exhibits I, J, K, L, M)

Agent responds with **emotional intensity in protest** after disabled seller takes **alternative cash option in earnest**. (See Exhibits M, N)

15. NAR Code of Ethics Standard of Practice 1-11. *Protection Against Losses.*

Realtors® who are **employed to maintain** or manage a **client's property** shall exercise due diligence and **make reasonable efforts to protect it against reasonably foreseeable contingencies and losses.**

Background

Agent **refused to release disabled seller from Exclusive Rights to Representation Agreement**, causing disabled seller to **default on his mortgage.**

Evidence

Agent **refuses to release** disabled seller from **Exclusive Rights to Representation Agreement multiple times.**
(See Exhibits AB, AF, AG, AH)

16. NAR Code of Ethics Standard of Practice 12-10. *Misleading Consumers.*

Realtors®' obligation to present a true picture in their advertising and representations to the public includes Internet content, images, and the URLs and domain names they use, **and prohibits Realtors® from:**

- 1) engaging in deceptive or unauthorized framing of real estate brokerage websites;
- 2) manipulating (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- 3) deceptively using metatags, keywords or other devices/ methods to direct, drive, or divert Internet traffic; or
- 4) presenting content developed by others without either attribution or without permission; or
- 5) **otherwise misleading consumers**, including use of misleading images.

Background

Agent **maintained false advertisement online** listing disabled seller's house for sale while **actively refusing to sell.**

Evidence

Agent made **multiple changes on Zillow** (fed automatically from the MLS) listing, removing and then relisting disabled seller's house **while actively refusing to sell.** (See Exhibit AT)

17. NAR Code of Ethics Standard of Practice 12-8. *Assurance of Current Information Online.*

Realtors® shall use reasonable efforts to ensure that information on their websites is current. When it becomes apparent that information on a Realtor®'s website is no longer current or accurate, Realtors® shall promptly take corrective action.

Background

Agent **maintained false advertisement online** listing disabled seller's house for sale while **actively refusing to sell.**

Evidence

Agent made **multiple changes on Zillow** (fed automatically from the MLS) listing, removing and then relisting disabled seller's house **while actively refusing to sell.** (See Exhibit AT)

18. NAR Code of Ethics Standard of Practice 1-1. *Obligation to the Code of Ethics.*

Realtors®, when acting as principals in a real estate transaction, **remain obligated by the duties imposed by the Code of Ethics.**

Evidence

The sum total of all evidence contained in this case file suggest agent failed to perform his obligated duties as a licensed real estate agent.

19. NAR Standard of Practice 1-2. *All Encompassing.*

The duties imposed by the Code of Ethics **encompass all real estate-related activities and transactions** whether conducted in person, electronically, or through any other means.

Evidence

Due to this case involving a real estate transaction, agent is not able to avoid the obligations that must be met in order to maintain licensure as a registered real estate agent.

Exhibits

Exhibit A: Disabled seller's first recorded interaction with agent, dated 17 Feb 2025.

On Feb 17, 2025, at 07:45, Jackson Batson <jacksonbatsonrealtor@gmail.com> wrote:

Hey Adam,

I look forward to chatting at 10:30. Please give me a call at 864-420-4514 or I can call you if you'll provide your number.

Thanks,

JACKSON BATSON,
REALTOR® | BROKER

RE/MAX Results

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[104 S. POINSETT HWY, TRAVELERS REST, SC 29690](#)

864-420-4514

JACKSONBATSONREALTOR@GMAIL.COM

Exhibit B: Agent introduces offering personal hardship details of disabled seller to prospective buyer, then offers to include creative options including a personal vehicle in the deal.

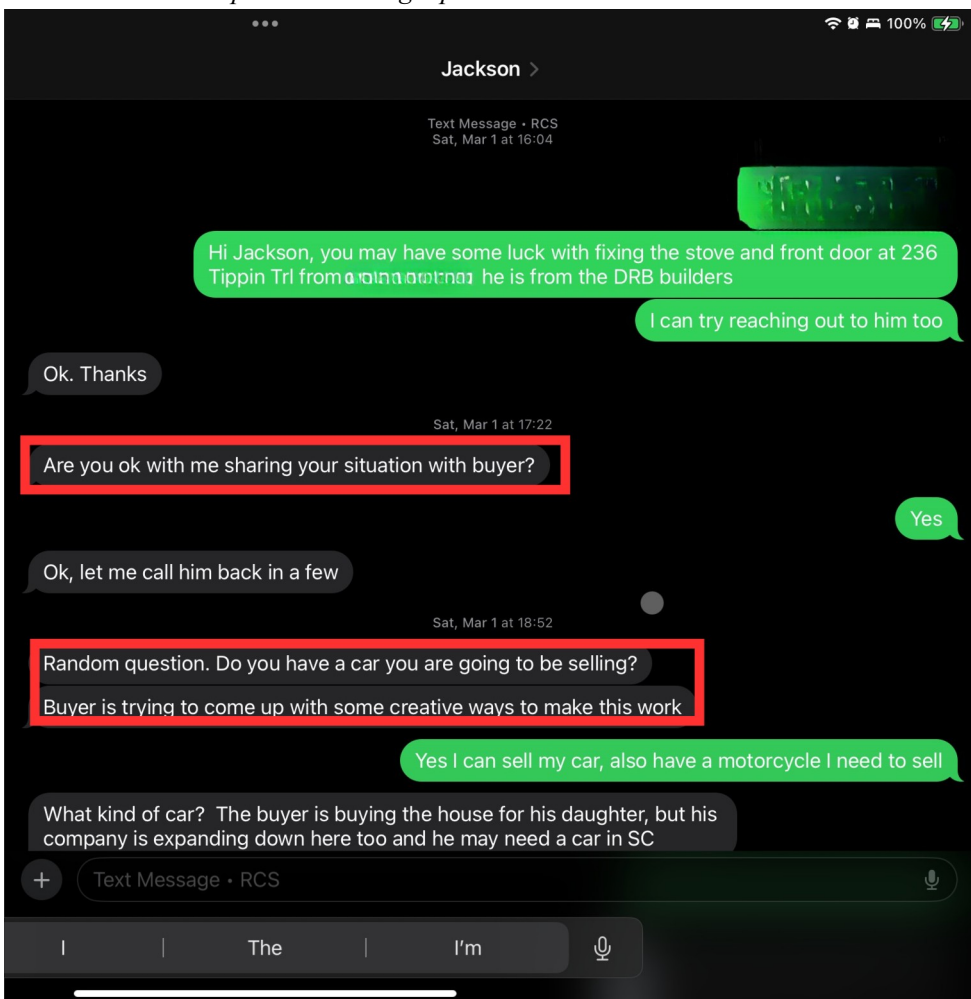


Exhibit C: Disabled seller divulging personal details to agent regarding personal non-real property, prompted by agent.

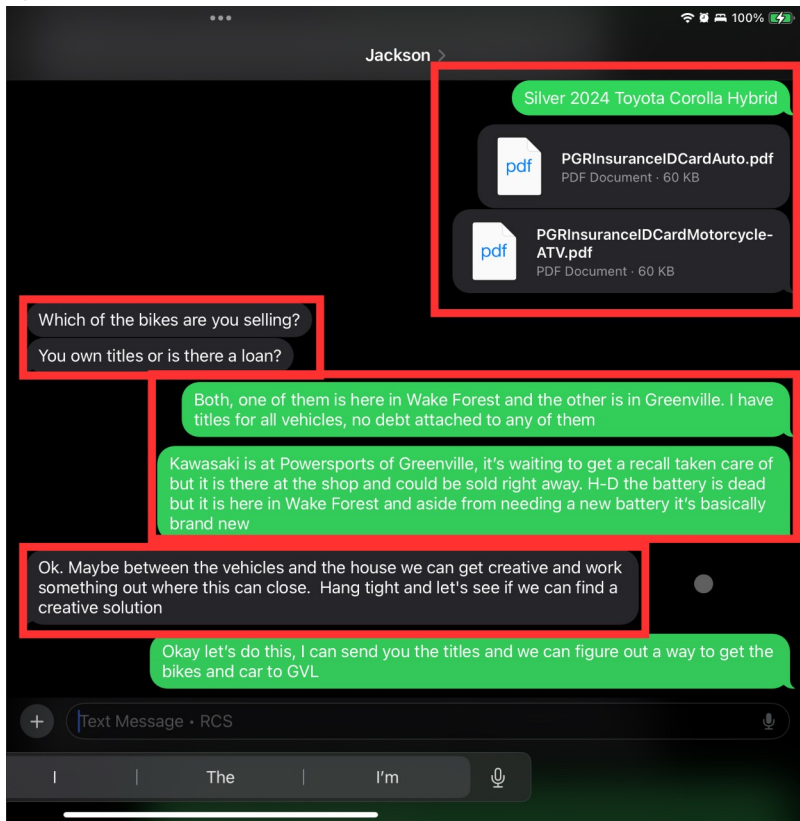


Exhibit D: Agent actively encouraging disabled seller to exercise panic sale against disabled seller's own best interest.

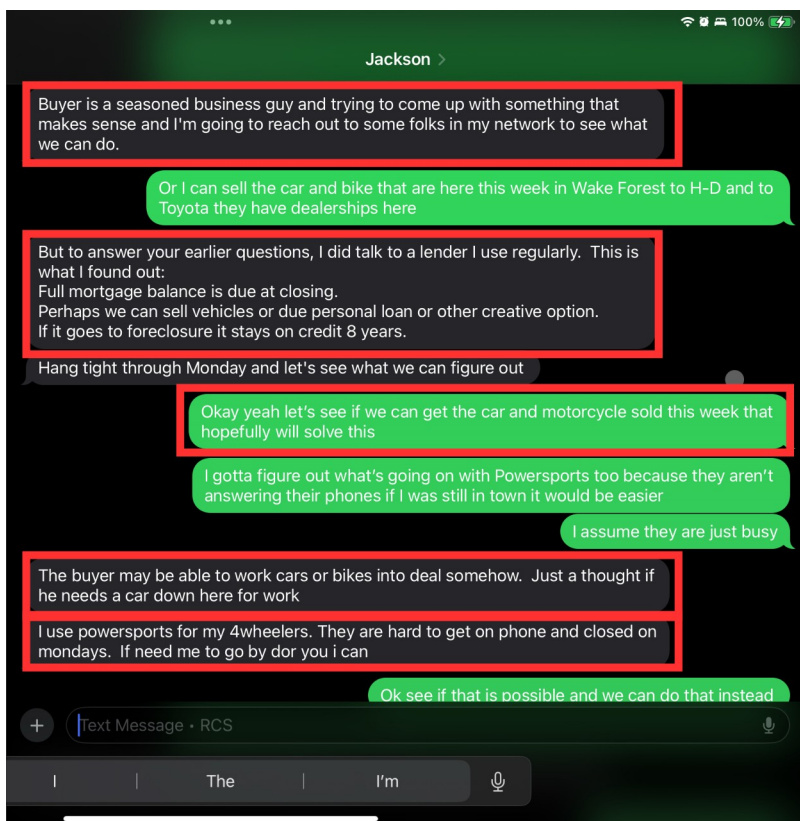


Exhibit E: Agent actively engaging in religious manipulation of vulnerable disabled seller to force a panic sale.

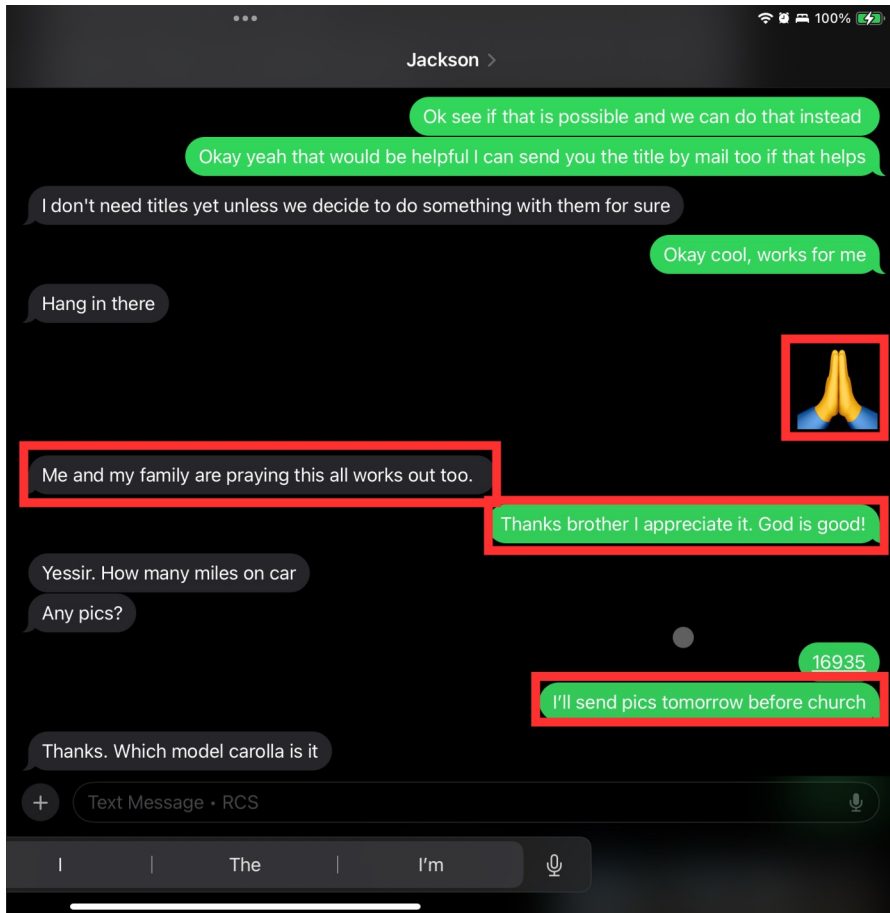


Exhibit F: Disabled seller sends picture of car to agent, unknowingly falling for a panic sale.

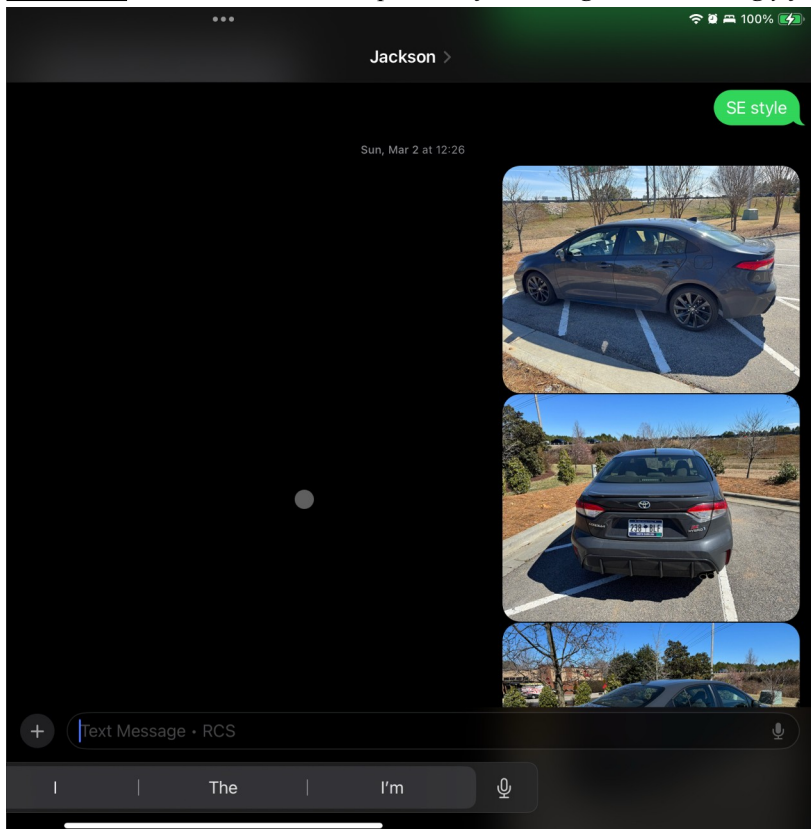


Exhibit G: Agent then provides the full outline to buyer of the panic sale that he has so far successfully created.

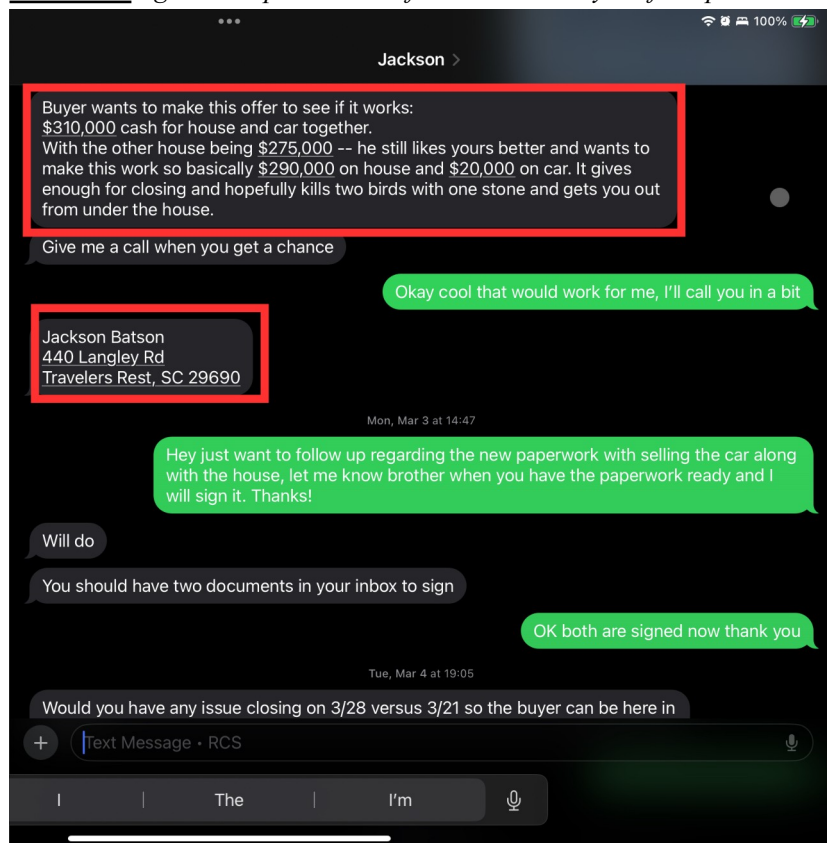


Exhibit H: Agent suggest early occupancy for buyer, disabled seller declines.

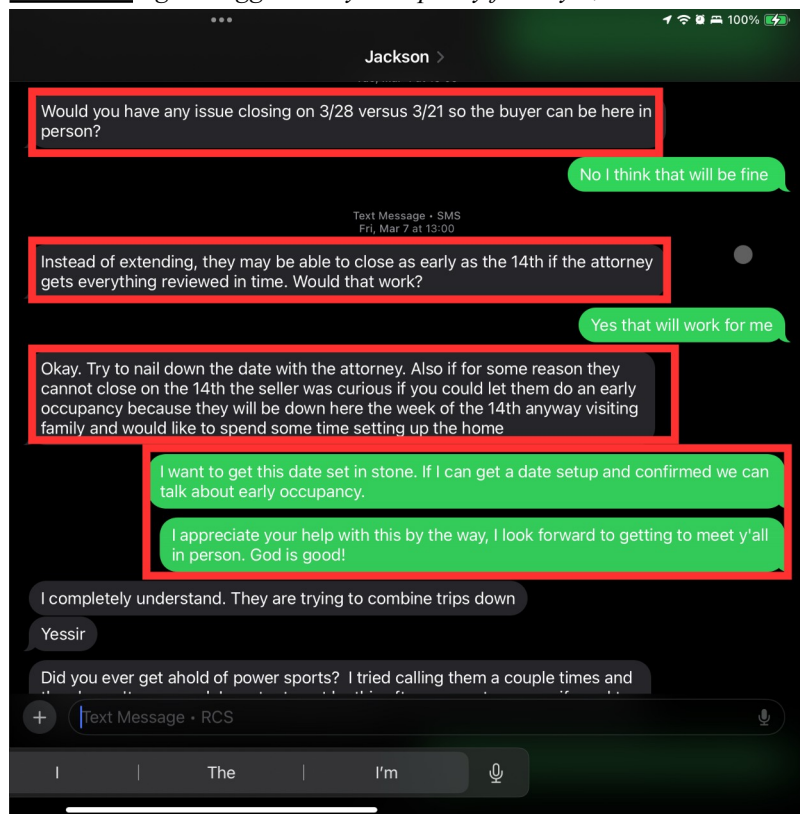


Exhibit I: Disabled seller is starting to realize he may have fallen for a scam, and is starting to find ways to back out of the deal.

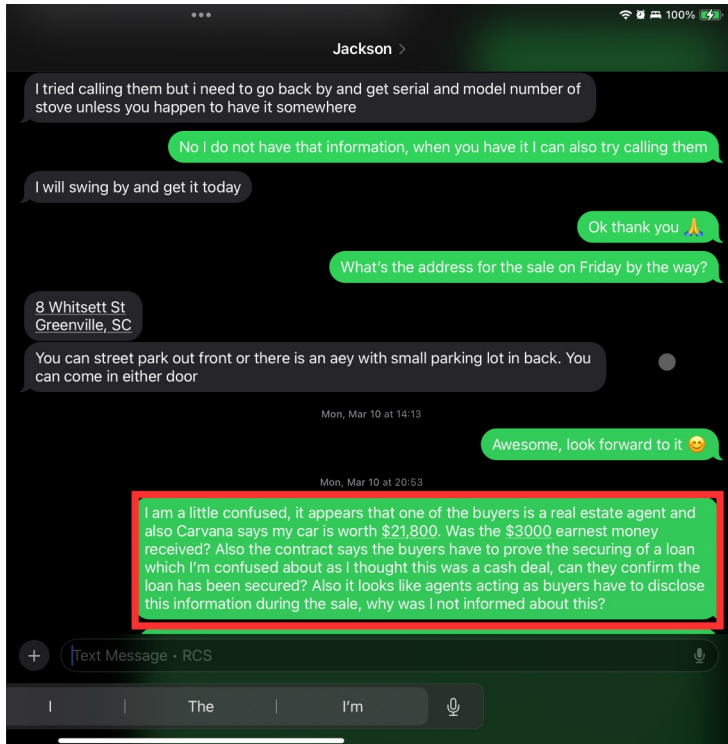


Exhibit J: Disabled seller is trying to actually determine if this truly is a scam or not, and is showing signs days away from closing of still not understanding the full nature of this transaction.

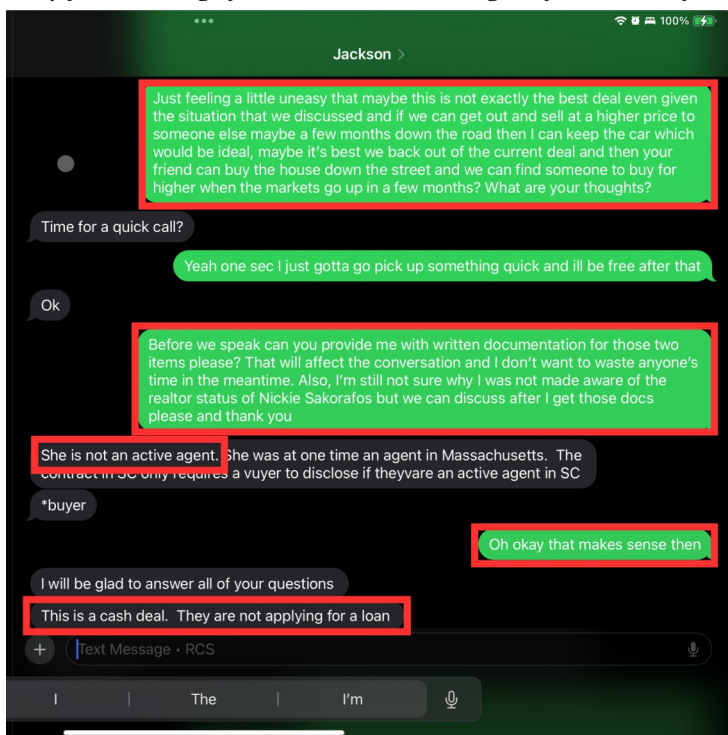


Exhibit K: Disabled seller requests that cash be brought to closing instead of the car.

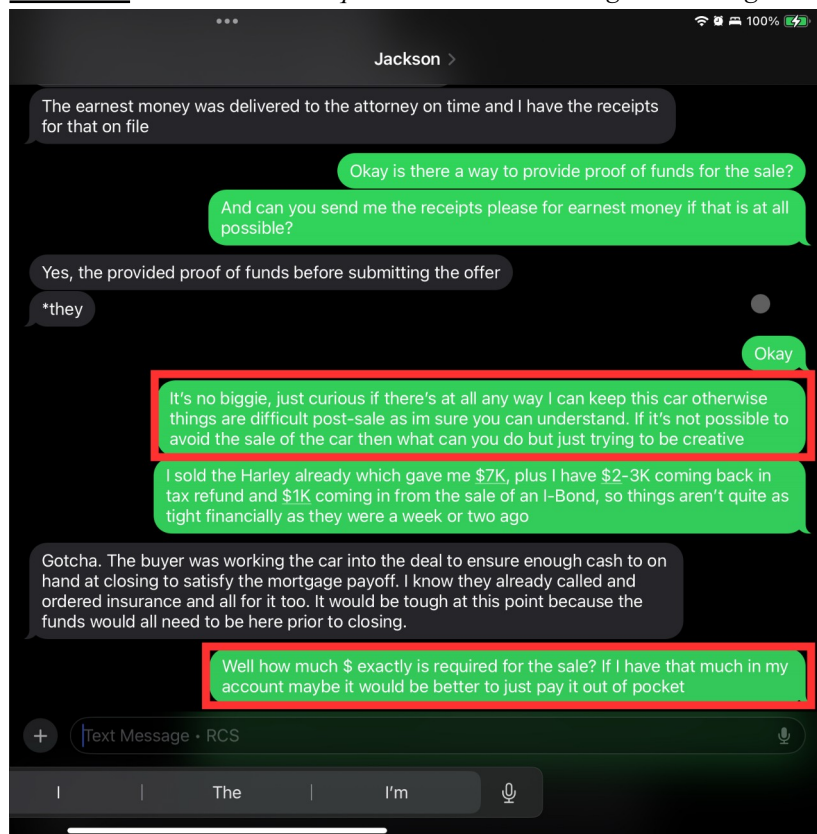


Exhibit L: Disabled seller requests again that his car be removed from the deal and exchanged for a cash option.

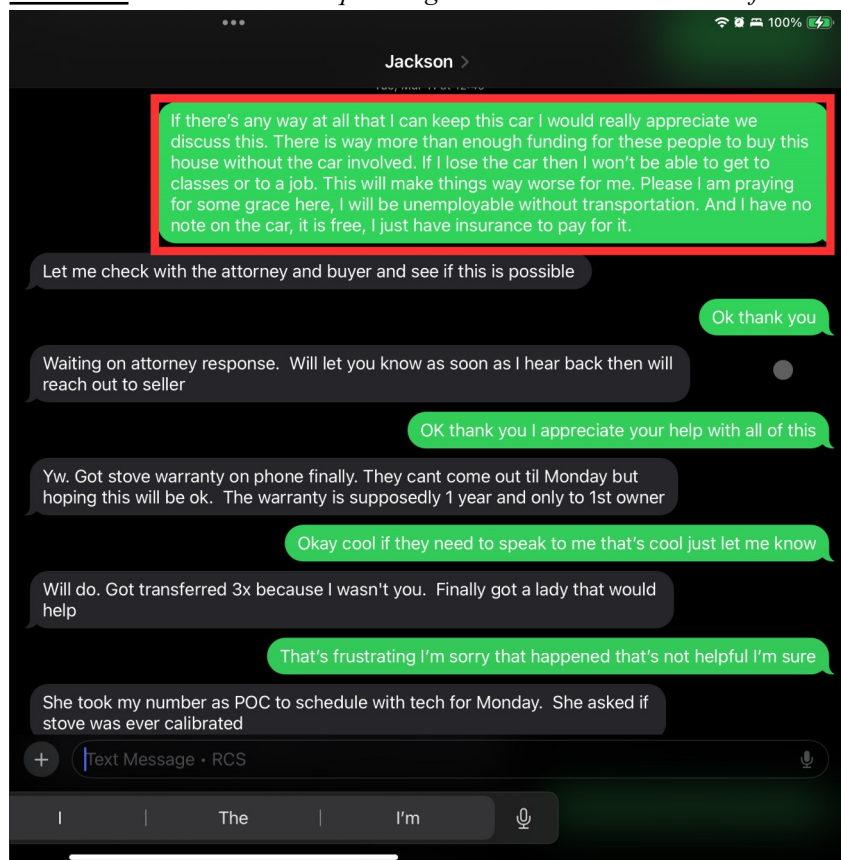


Exhibit M: Disabled seller receives cash offer from agent, confirmed by closing attorney, and requests further reasonable accommodations in order to avoid the possibility of becoming homeless if his unemployment did not turn around and he was left without a car to get to/from school and job interviews or an actual job.

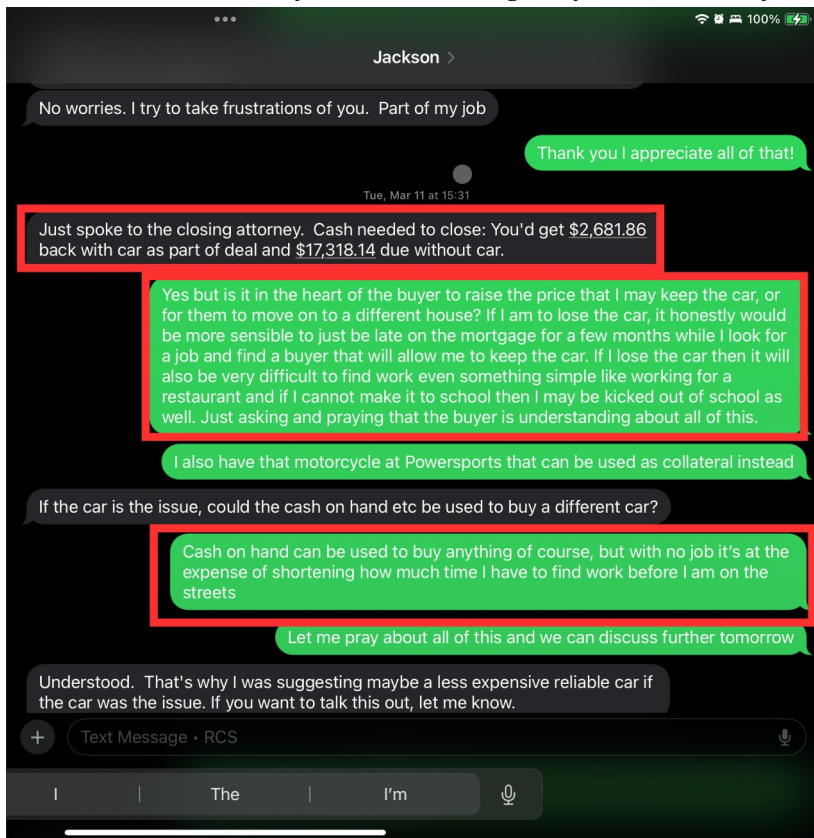


Exhibit N: Disabled seller informs agent that he exercised his approved cash option, agent responds in protest.

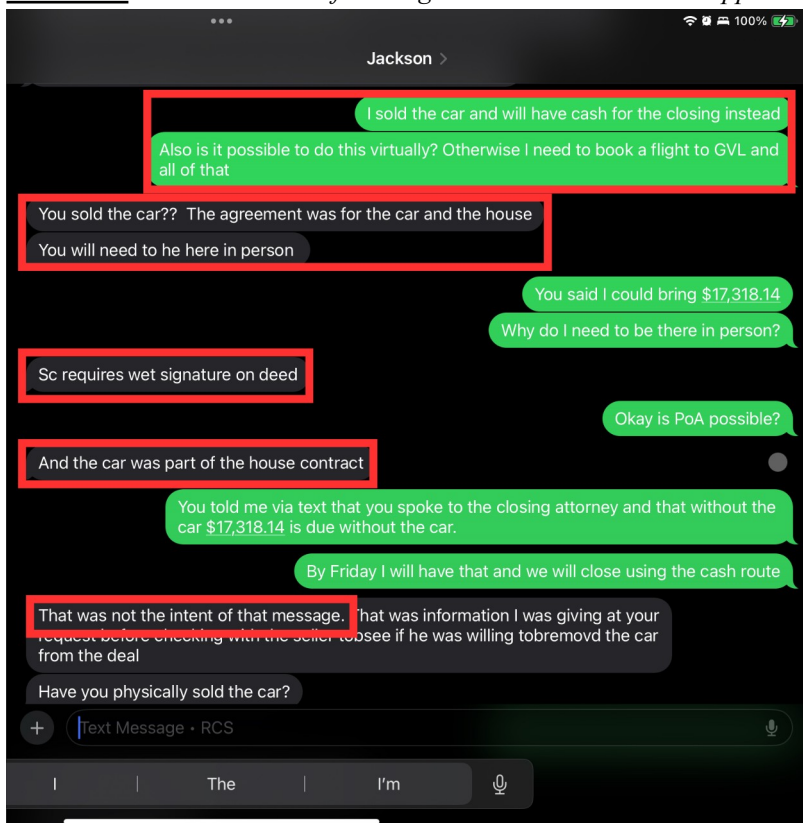


Exhibit O: Disabled seller defends his position and requests future communications are recorded moving forward.

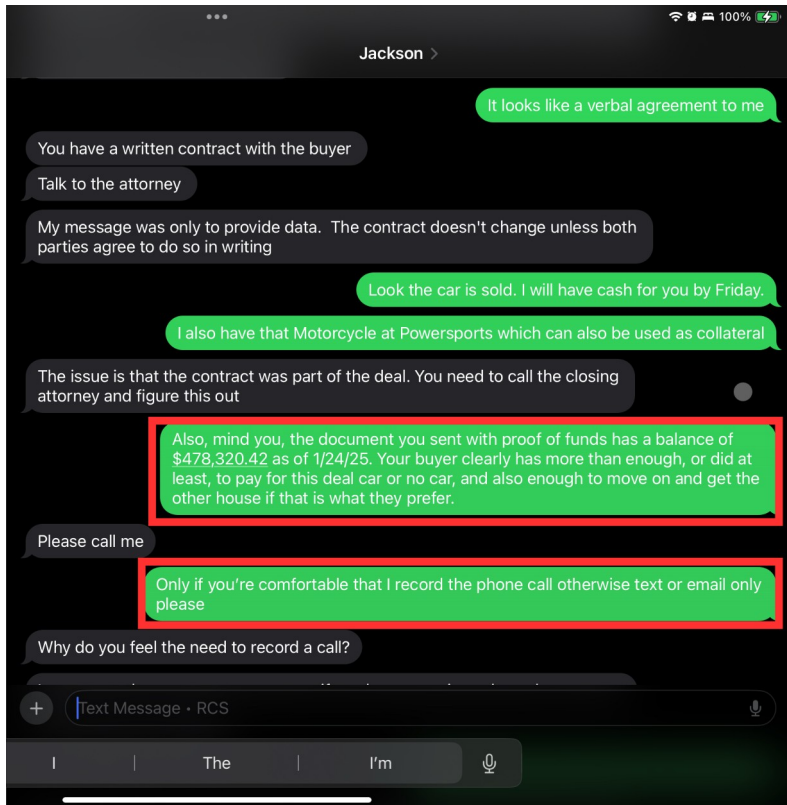


Exhibit P: Agent requests disabled seller seek legal counsel, despite knowing that mediation and arbitration must be entertained before litigation can commence.

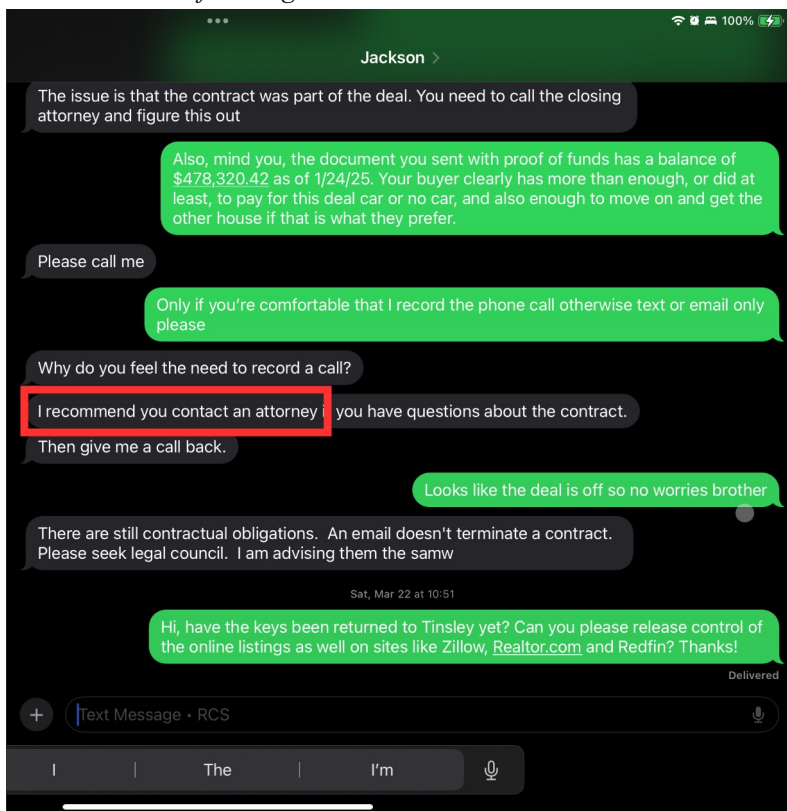



Exhibit Q: Disabled seller has no email records of any justification of market value for either properties mention in the deal.

Q Can't find what you're looking for? Include Spam/Trash.			
JD	☆ Jackson Batson (via dotloop)	You have signed Agreement_290,000_Plus Bill of Sale in B - 236 Tippin Trail, So... ...Jackson Batson Re/Max Results Lic. #74055 8644204514 IN LOOP B - 236 Tip...	Mar 3
JD	☆ Jackson Batson (via dotloop)	Please review Bill of Sale - 20,000 Jackson has shared a document with you for loop: 236 Tippin Trail, South Carolina,...	Mar 3
JD	☆ Jackson Batson (via dotloop)	Please review Agreement_290,000_Plus Bill of Sale Jackson has shared a document with you for loop: 236 Tippin Trail, South Carolina,...	Mar 3
MO	☆ Martha Odel	RE: 236 Tippin Trl ...Jackson Batson <jacksonbatsonrealtor@gmail.com> Subject: 236 Tippin Trl Dea...	Feb 27
CH	☆ Candy Hinson	RE: 236 Tippin Trl ...Jackson Batson <jacksonbatsonrealtor@gmail.com> Subject: 236 Tippin Trl Dea...	Feb 27
JD	☆ Jackson Batson (via dotloop)	You have signed Wire Fraud Warning (SCR 610) in 236 Tippin Trail, South Carol... ...Jackson Batson Re/Max Results Lic. #74055 8644204514 IN LOOP 236 Tippin...	Feb 22
		You have signed Wire Fraud Warning (SCR 610) in 236 Tippin Trail, Travelers B	

Exhibit R: Proof of funds from buyer.



BCK-305 - Post Office Box 291, Lynn, MA 01903-0491

NICKOLETA M SAKORAFOS
JAMES G SAKORAFOS
8 DAVEY LANE
WINCHESTER MA 01890-3170

Customer Statement Pg 1 of 3

Statement Period: Dec 25, 2024 thru Jan 24, 2025
Account Number: [REDACTED]

Summary - All Accounts

Type	Account #	Ending Balance
PREMIER MONEY MARKET	00066634903	1478,320.42
TOTAL BALANCE		1478,320.42
Total Balance		1478,320.42

PREMIER MONEY MARKET - 00066634903

Date	Transaction Description	Withdrawal	Deposit	Balance
STARTING BALANCE				\$ 151,461.68
Dec 30	Transfer Credit Transfer From Deposit Account 00021617554		50.00	
Jan 07	Transfer Credit Transfer From Deposit Account 00057695695		170,000.00	
Jan 07	Transfer Credit Transfer From Deposit Account 00005763800		130,000.00	
Jan 07	Transfer Credit Transfer From Deposit Account 00601890931		100,000.00	
Jan 08	Transfer Credit Transfer From Deposit Account 00057756678		34,000.00	
Jan 08	Transfer Debit Transfer To Deposit Account 00021617554	106,000.00		
Jan 10	Transfer Debit Transfer To Deposit Account 00601890931	2,000.00		
Jan 24	Interest Credit		808.74	
Starting Balance: \$151,461.68				Number of Days in Period: 31
Ending Balance: \$1478,320.42				Total Deposits/Credits: \$1434,858.74
Average Collected Balance: \$343,310.00				Total Withdrawals/Debits: \$108,000.00


Interest Rate Summary

Interest Earned This Period	Year to Date Interest Paid	Annual Percentage Yield Earned	Interest Rate	
			Date	Rate
\$808.74	\$808.74	2.81%	12/24/24	2.00%
			01/07/25	2.95%

Balance Summary

Date	Balance	Date	Balance	Date	Balance	Date	Balance
01/07	551,511.68	01/08	479,511.68	01/10	477,511.68	01/24	478,320.42

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Exhibit S: Buyer providing confirmation of legally rejecting the transaction before closing.

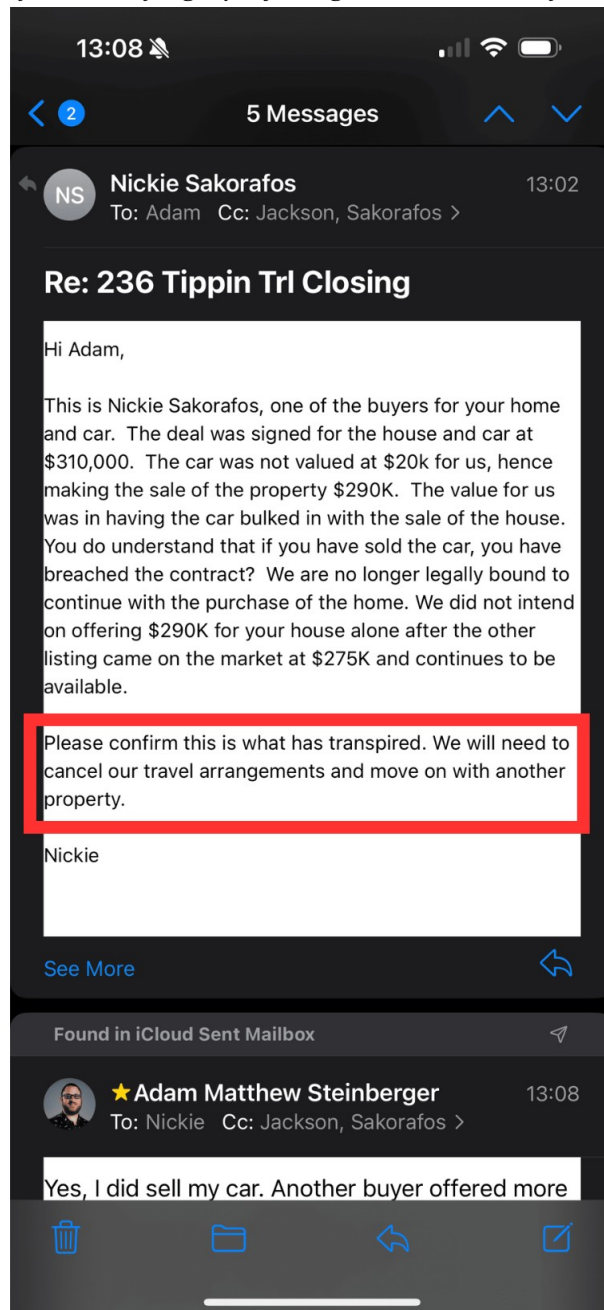


Exhibit T: Disabled seller providing confirmation of legally rejecting the transaction before closing.

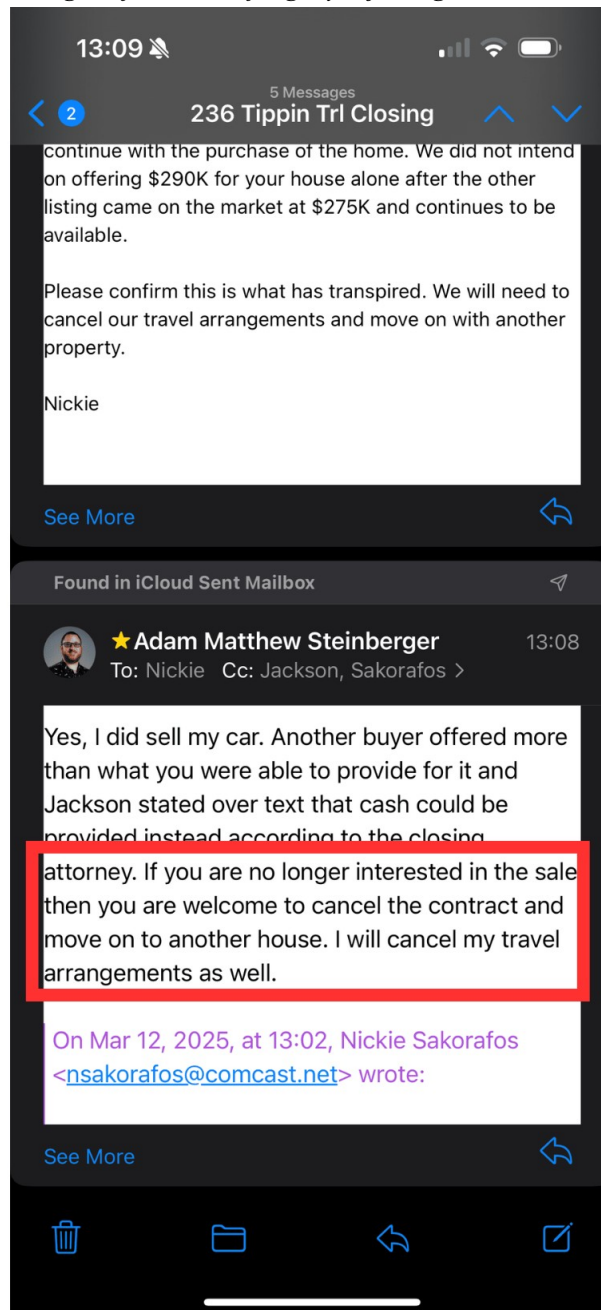


Exhibit U: Agent advising disabled seller and buyer to seek legal counsel (litigation) rather than mediation or arbitration.

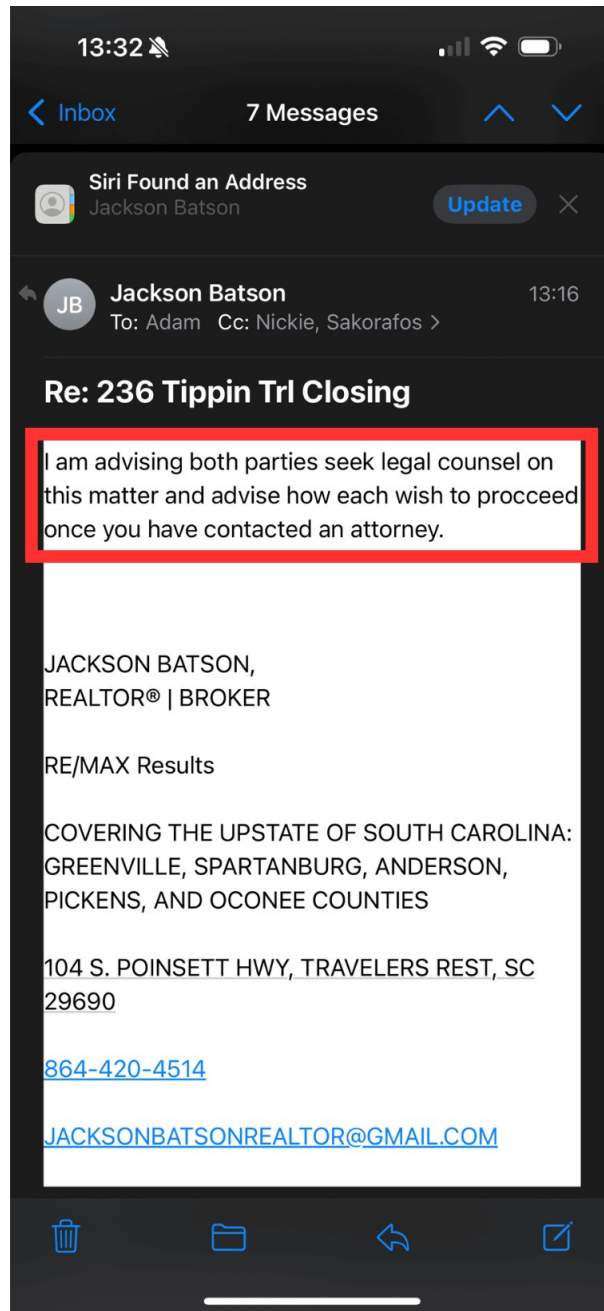


Exhibit W: Agent re-engaging buyer to go through with the transaction under new terms.

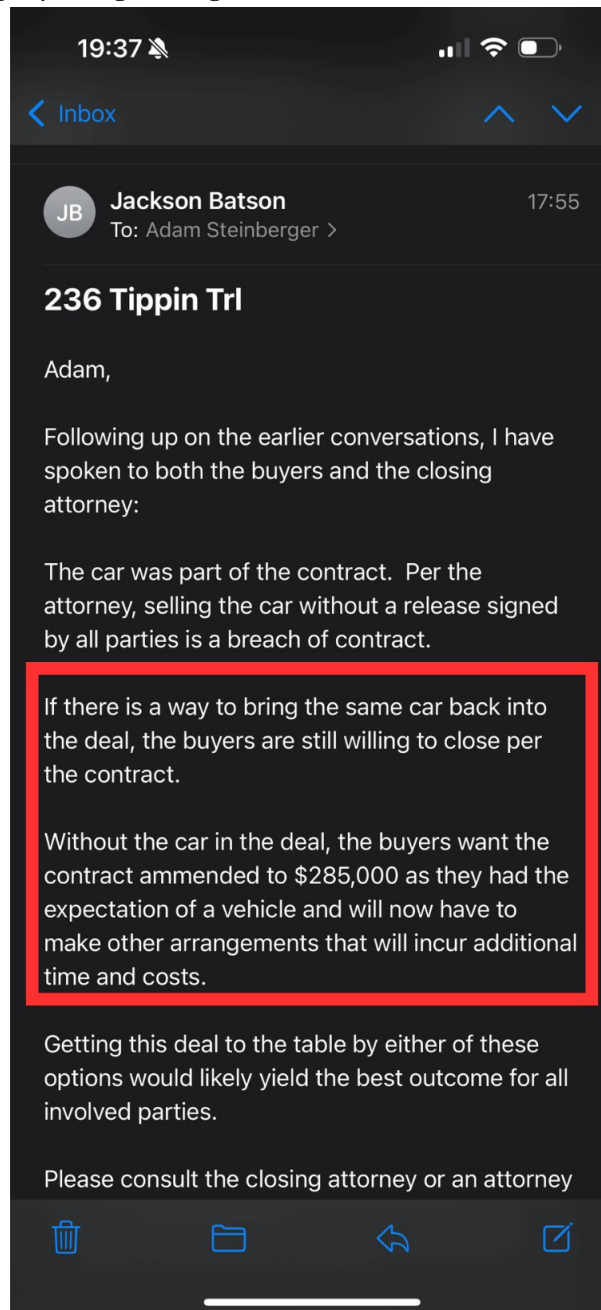


Exhibit X: Closing attorney changing terms again after terms were changed already.

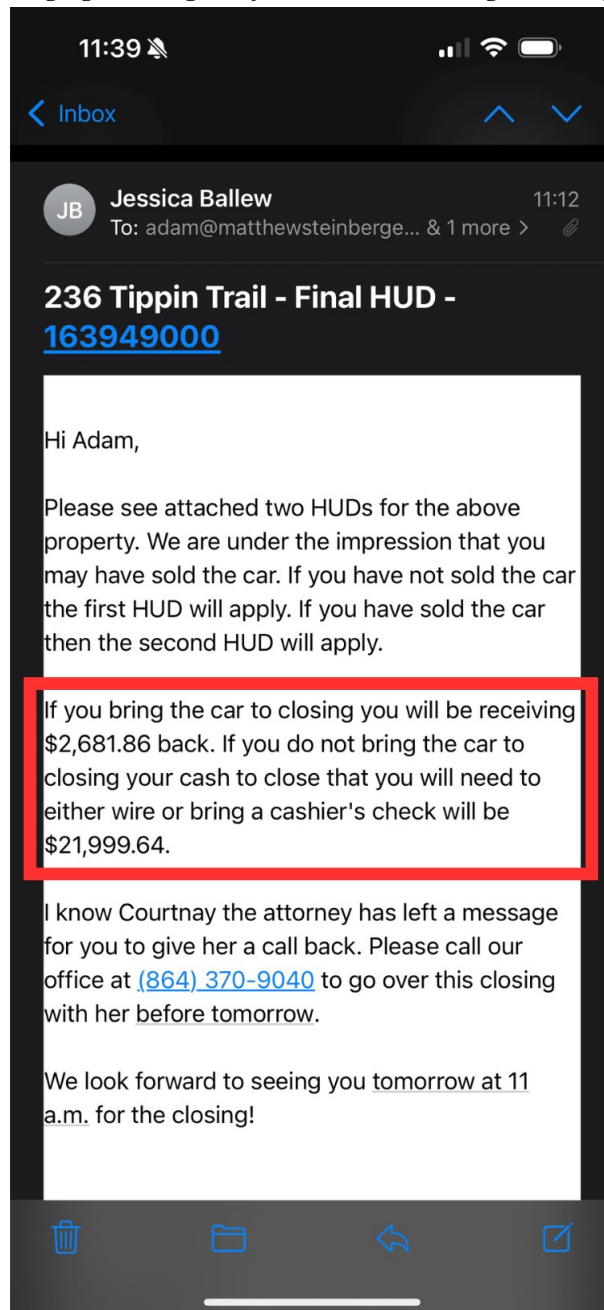


Exhibit Y: Buyer agreeing to re-enter the transaction with the newly agreed upon deal and stating they sought legal counsel.

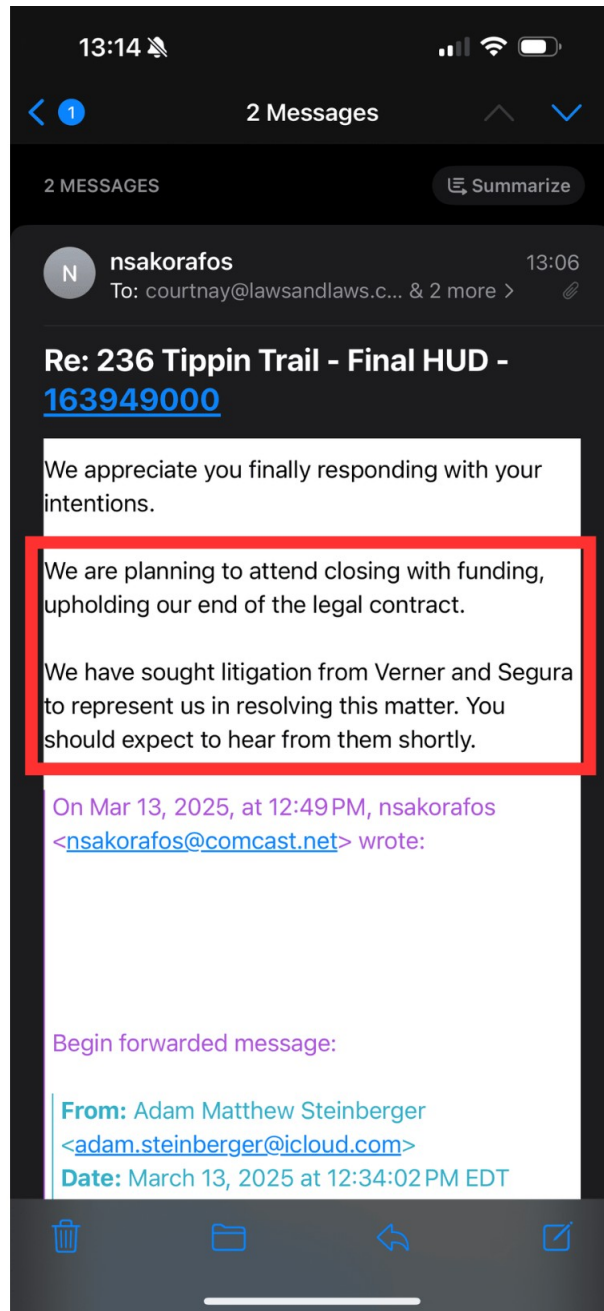


Exhibit Z: Closing attorney advising both parties (buyer, seller) to seek legal counsel, instead of offering mediation or arbitration.

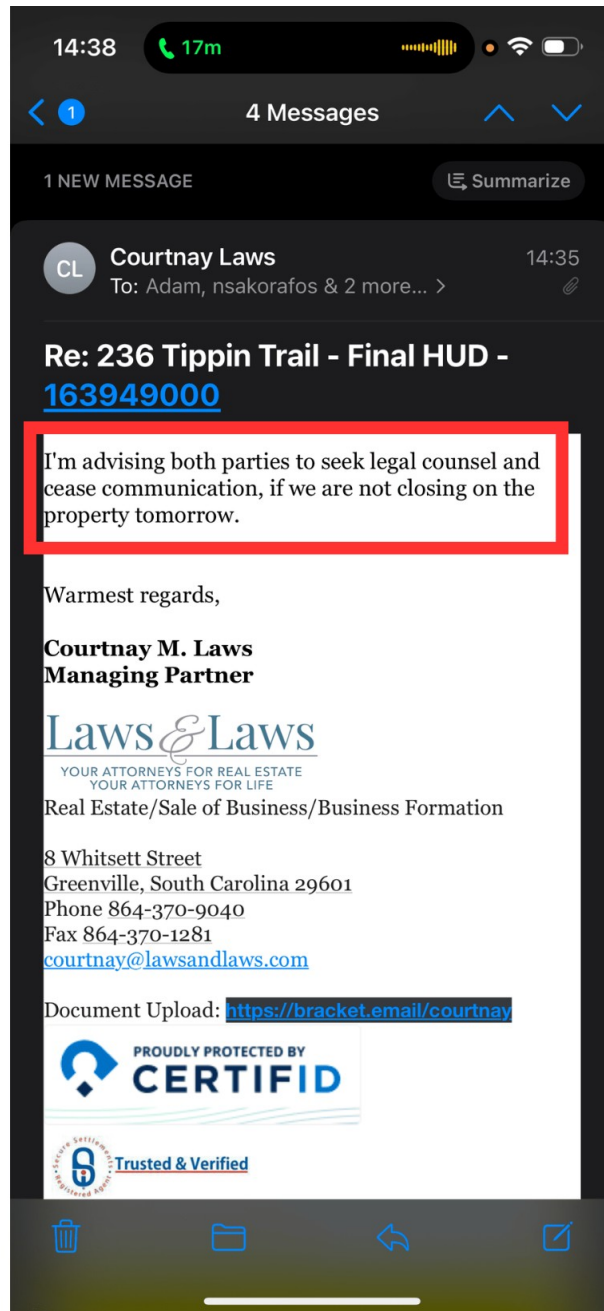


Exhibit AA: Buyer confirming they agree to the newest terms and are planning to close, disabled seller did not confirm agreement to new terms and buyer still decided to re-enter the transaction and travel by flight to the closing.

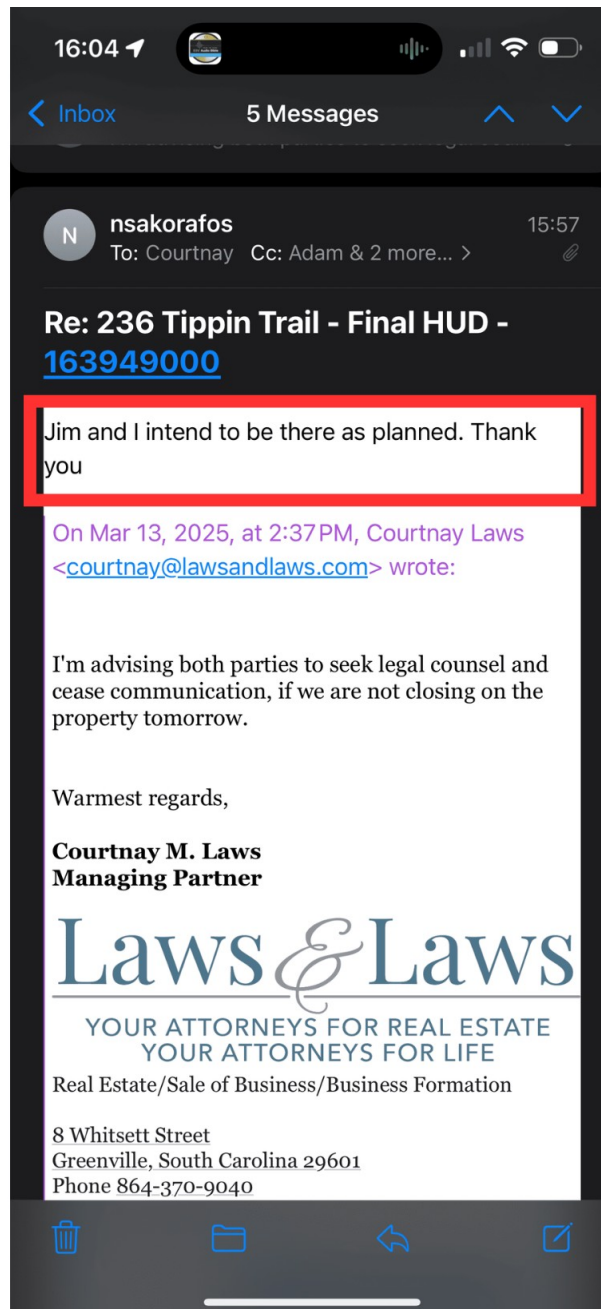


Exhibit AB: Disabled Seller sends first request to be release from representation by agent.



Exhibit AC: Closing attorney confirming that the new illegal transaction was going to close regardless of disabled seller's consent.

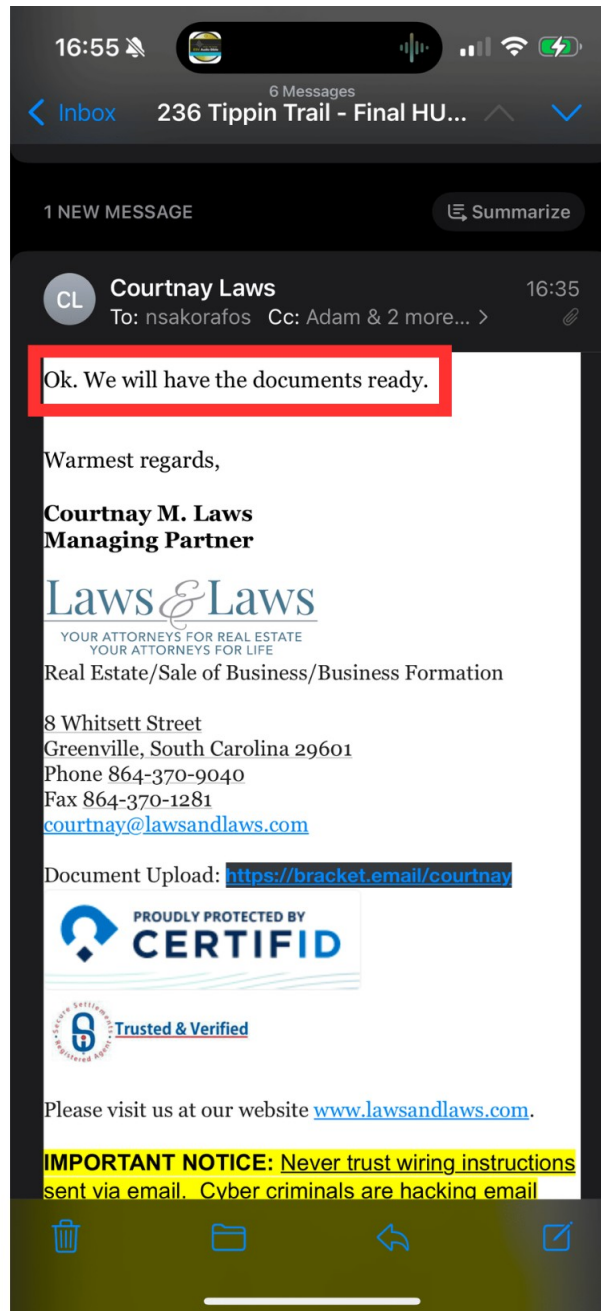


Exhibit AD: Closing attorney confirming that buyer, closing attorney and agent did in fact attend the illegal closing despite disabled seller's lack of consent to the new terms and requesting that disabled seller have the documents shipped to my Wake Forest addressed and signed by a notary.

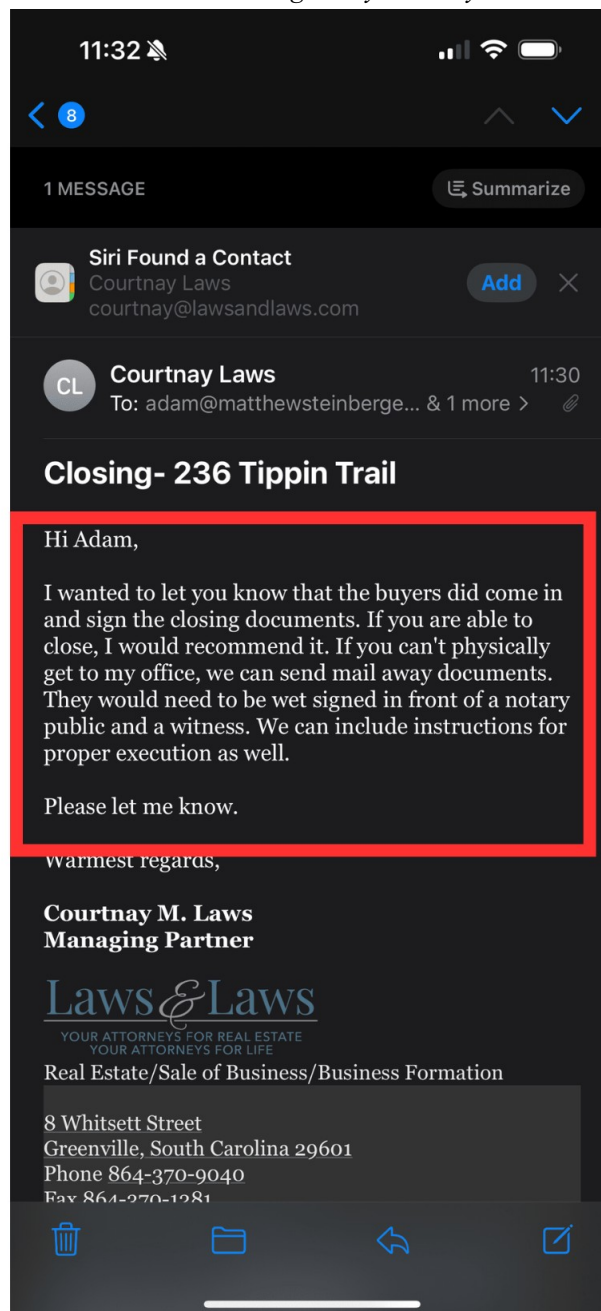


Exhibit AE: Disabled seller confirm he will not be signing the illegal closing documents, as he did not agree to the new terms.

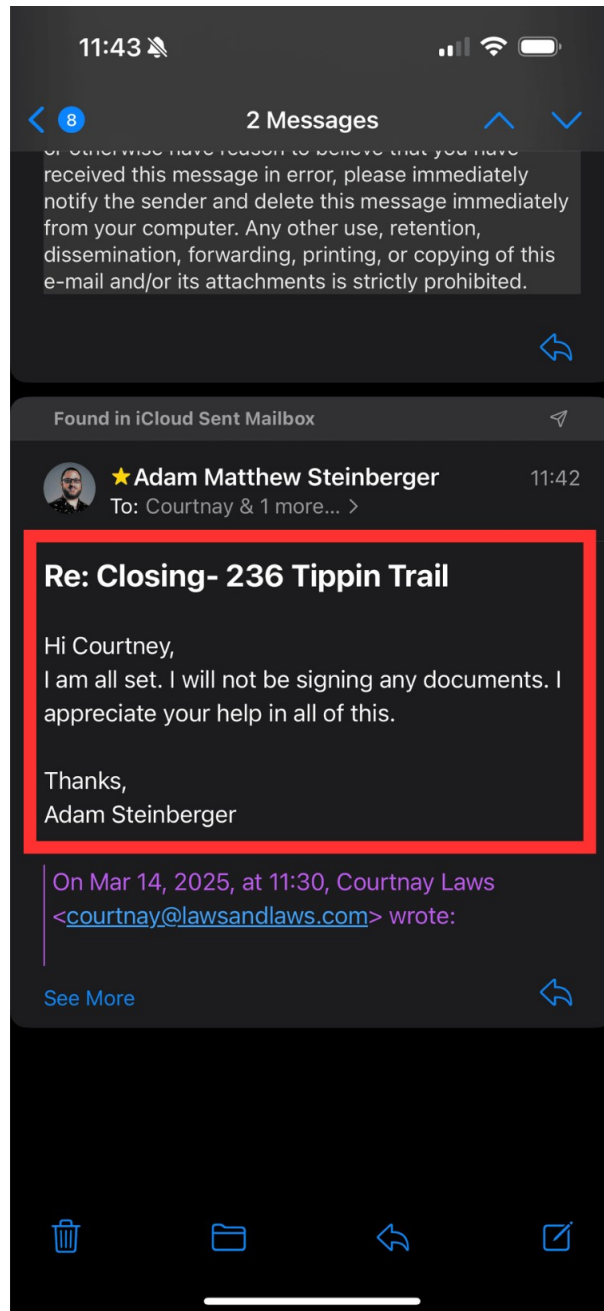


Exhibit AF: Another request from disabled seller requesting to be release from representation and his keys returned.

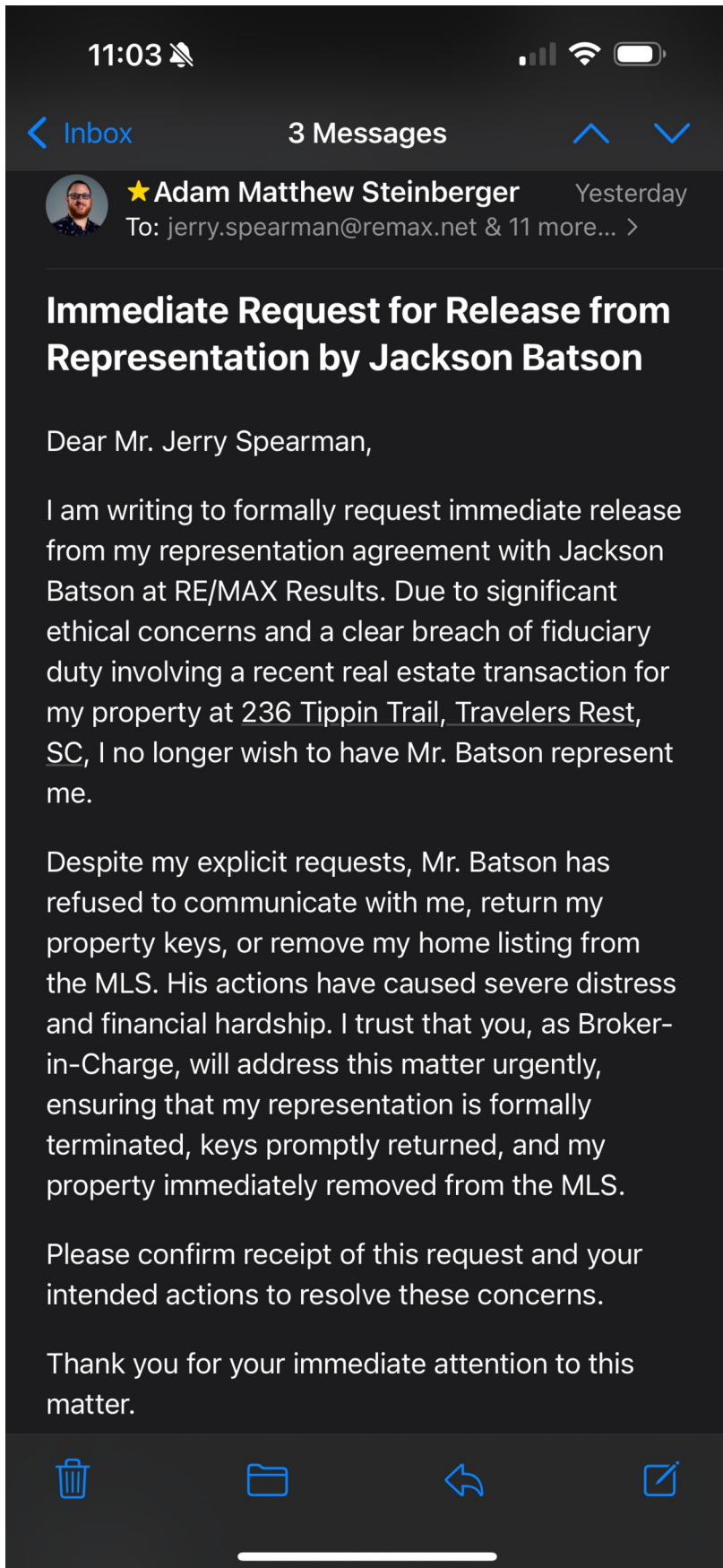


Exhibit AG: *Yet another request from disabled seller requesting to be release from representation and his keys returned.*

From: Adam Matthew Steinberger adam.steinberger@icloud.com
Subject: 236 Tippin Trl
Date: Mar 28, 2025 at 14:05:22
To: Courtney Laws courtnay@lawsandlaws.com
Cc: Jackson Batson jacksonbatsonrealtor@gmail.com
Bcc: Steven DeLisle steven@delisleinc.com

Hi Courtney,

I am reaching out because Jackson Batson is not answering any of my emails or texts and I am requesting an update as to the status of what is going with 236 Tippin Trl and Jackson Batson. I have requested already that I be released from representation. No response from Jackson. I have requested my keys are returned. No response from Jackson. I was told an attorney would be contacting me. Nothing has come of that either. I have asked that the listing for the property be taken down. No response from Jackson. His fiduciary duties to me are being outright ignored and now also my requests for answers and for actions to be removed from this situation so that I can actually move forward with someone else that is interested in actually helping me sell my house with my best interests in mind instead of my deliberately being taken advantage of are being ignored. I need to speak to the owner of Re/max in Travelers Rest. My demand to be released from contract with Jackson Batson is being ignored and I am requesting that this unethical behavior be stopped immediately. If this email isn't responded to with an update as to exactly what is going on and how to get in touch with Re/max to put all of this to an end I will be seeking legal counsel and request that representation not only demand that these issues be addressed but that I receive some kind of reparation for damages as my house being used in this manner and being held captive by a rogue agent is costing me valuable time and money that I do not have at my disposal. Please respond ASAP.

Thanks,
Adam Steinberger

Exhibit AH: Agent two weeks later finally responding to existing requests from disabled seller to be release from representation. Agent state keys were being willfully withheld from disabled seller, no agreement accepted for disabled seller's representation to be released and that disabled seller must seek legal counsel. Agent was required to offer mediation and arbitration first, which he did not.

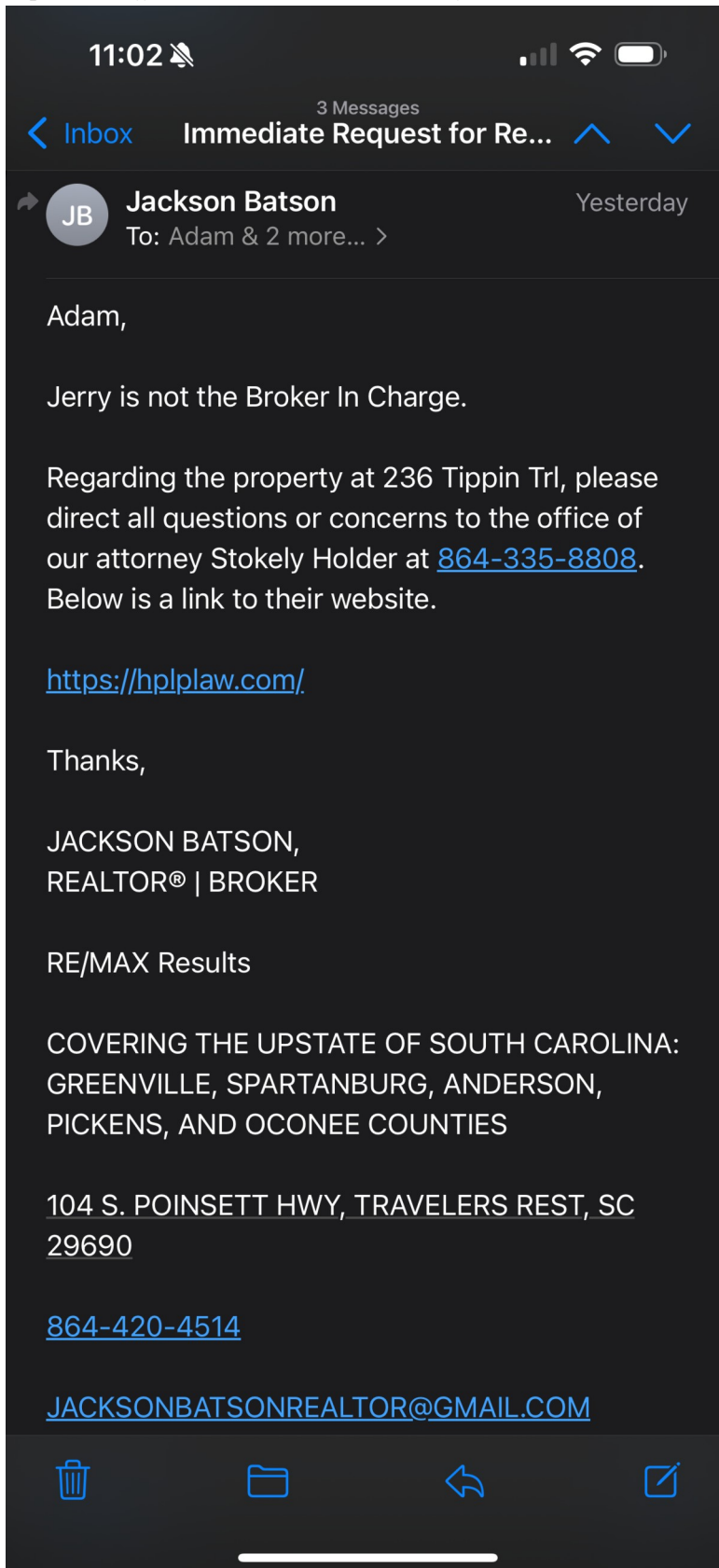
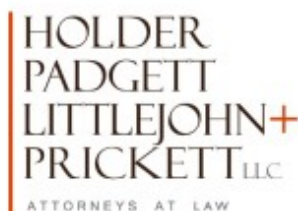


Exhibit AI: Demand letter from agent's legal team.



Mr. W. Christopher Schwartz

Reply to: Greenville
office: 864.335.8808
fax: 864.248.4090
cschwartz@hplplaw.com

April 4, 2025

**Via US First Class Mail and E-Mail: (adam.steinberger@icloud.com) and
(adam@matthewsteinberger.com)**

Adam Steinberger
1151 Thornrose Way
Wake Forest, NC 27587
Certified Mailing No.: 9589 0710 5270 2967 5328 81

RE: Breach of Contract for 236 Tippin Trail, Travelers Rest, South Carolina
29690
Our Client: RE/MAX Results

Dear Mr. Steinberger,

Please be advised that this firm represents RE/MAX Results, as listing broker, and Jackson Batson, as listing agent, for 236 Tippin Trail, Travelers Rest, South Carolina 29690 (the "Property").

On February 18, 2025, you agreed to an Exclusive Right to Sell Agreement Listing Agreement with my client. (the "Listing Agreement"). According to the terms of the Listing Agreement, my client agreed to employ his "best efforts to sell or secure a contract for the sale of the property for a price of 299,900.00 and in return [you] agreed to pay a commission of 6.0%."

Breach of Contract

According to the Listing Agreement, my client's "brokerage fee shall be earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by [you]." Further, under the Listing Agreement, if you "refuse to sell the described property . . . or refused to complete the sale of such property under any written Agreement to Buy and Sell Real Estate to which [you have] agreed, [then] Broker's full fee shall be due and payable by [you]." Finally, under the terms of the Listing Agreement, you are responsible for reasonable attorneys' fees, as well as other associated costs, fees, and damages incurred due to your breach of this agreement. See ¶¶ 2 & 25.

As you know, my client procured, on your behalf, buyers who were willing and able to close. On February 22, 2025, you entered into an Agreement to Buy/Sell Real Estate with James Sakorafos and Nickoleta Sakorafos to sell the Property for Two Hundred and Ninety-Nine Thousand and No/100 Dollars (\$299,000.00) (the "Sales Agreement"). According to the terms of

CHARLESTON

945 Houston Northcutt Blvd.
Mount Pleasant, SC 29464

COLUMBIA

1201 Main St., Ste. 1430
Columbia, SC 29201

GREENVILLE

P.O. Box 1804, Greenville, SC 29602
800 E. North St. (29601)

RALEIGH

3737 Glenwood Ave., Ste. 270
Raleigh, NC 27612



the Listing Agreement described above, at the moment of signing, you were legally obligated to pay my clients' full commission.

On March 1, 2025 – despite having already agreed to a legally binding agreement to sell the Property – you contacted my client, expressing your concerns about being unable to bring sufficient cash to closing. As a result, you agreed to work your car, a 2024 Silver Toyota Corolla Hybrid (VIN JTDBCMFE0R3043999), into the agreement (the “Vehicle”). On March 2, 2025, a new agreement was reached for the sale of the Property and the Vehicle for a total price of Three Hundred and Ten Thousand and no/100 dollars (\$310,000.00). The closing date for this agreement was set to be Friday, March 14, 2025. At this point, again, my client fulfilled his contractual obligations and, as such, was entitled to payment by you.

On Wednesday, March 12, 2025, you abruptly notified my client via text message that you had sold the Vehicle, which was part of the Sales Agreement. This notice came as a complete surprise to my client – as it makes it impossible for you to fulfill the Sales Agreement as agreed upon. By selling the Vehicle, you violated the express terms of the Sales Agreement with the buyers and the Listing Agreement with my client.

When the time came for closing on March 14, 2025, my client and the prospective buyers, who had flown in from Boston, appeared at the closing attorney's office with the intent of closing on the Sales Agreement. Their extraordinary efforts were met with a no-show on your behalf. At this point, not only had you frustrated my client's attempts at fulfilling his contractual obligations, but you also caused substantial damages due to the wasted efforts of all parties involved. These actions only further demonstrate your unethical and illegal conduct in this transaction.

As my client fulfilled their contractual obligations by producing a willing, ready and able buyer, you owe the commission amount of 6% of the sales price of \$290,000.00, which amounts to a total of Seventeen-Thousand and Four-Hundred and no/100th Dollars (\$17,400.00), in addition to legal fees and costs.

Defamation

(Cease and Desist and Immediate Retraction)

Further, our office has received your March 31, 2025, email, subject line “Formal Notice of Media Disclosures and Pending Escalation.” A copy of this correspondence is enclosed for your reference and incorporated herein.



Under South Carolina law, defamatory statements that harm an individual's professional reputation are actionable *per se*. See *Fountain v. First Reliance Bank*, 398 S.C. 424, 442, 730 S.E.2d 305, 309 (2012). Where statements are actionable *per se*, the defendant "is presumed to have acted with common law malice and the plaintiff is presumed to have suffered general damages." *Id.* (quoting *Erickson v. Jones Street Publishers, LLC*, 368 S.C. 444, 465, 629 S.E.2d 653, 664 (2006)).

Your email describes multiple defamatory, disparaging, and inaccurate allegations regarding my clients' professional performance. To that end, my client **demands that you immediately cease and desist from making any further false or defamatory statements about them.** Defamatory statements include both verbal defamation – slander – and written defamation – libel.

Additionally, **you must immediately issue a written retraction of any false and defamatory information provided to the organizations described in your above email.** You must provide such written retractions to all organizations described in your correspondence **immediately upon your receipt of this letter.** Failure to make such retractions or to provide copies thereof to our office will be considered in direct violation of this demand and will be pursued to the fullest extent permissible under law.

Release of Agency

Your email falsely alleges that my client is keeping you "trapped in an agency relationship." My client is only your agent with respect to the Listing Agreement. To that end, my clients have fully fulfilled their obligations by producing a ready, willing and able buyer as previously discussed. Should you fulfill your obligations under the Listing Agreement – which you are legally required to – by paying my client the commission earned under the Listing Agreement, any agency relationship will cease to exist.

Our clients are willing to release you from the Listing Agreement when you fulfill your contractual obligations by paying the total amount owed. To that end, we have enclosed a proposed release of agency agreement to be completed upon receipt of the commission earned. Please provide the prompt payment of this obligation to our Greenville office.

Further, our Greenville office has possession of, and is holding in trust, the keys to the Property given to my client. Upon completion of the above obligations, we will make your keys available to pick up at our Greenville office.



The terms of the Listing Agreement make clear that, because of your breach of the Listing Agreement, you are liable for commission, and any damages suffered by my client as a result – including actual consequential damages, legal fees, etc. In the event that you fail to resolve this matter to my client's satisfaction and pay the total amount owed **by the end of business on April 10, 2025**, my client will be left with no other choice but to take legal action, in which case we will file an action seeking monetary damages against you together with attorneys' fees, interest, costs, and expenses.

I trust that you will give this matter the attention it deserves and take immediate steps to resolve it. I look forward to your timely response. Please direct your correspondence to me at my firm's Greenville, South Carolina office.

Sincerely,

HOLDER PADGETT LITTLEJOHN + PRICKETT, LLC

A handwritten signature in blue ink, appearing to read 'W.C. Schwartz', is written over a horizontal line. Below the line, the name 'W. Christopher Schwartz, Esq.' is printed in a black, serif font.

W. Christopher Schwartz, Esq.

WCS/

cc: Client

Exhibit AJ: Email records indicating agent continued to send disabled seller requests from dotloop for a signature on the Dual Agency Agreement up until 12 Mar 2025, two days before illegal closing.

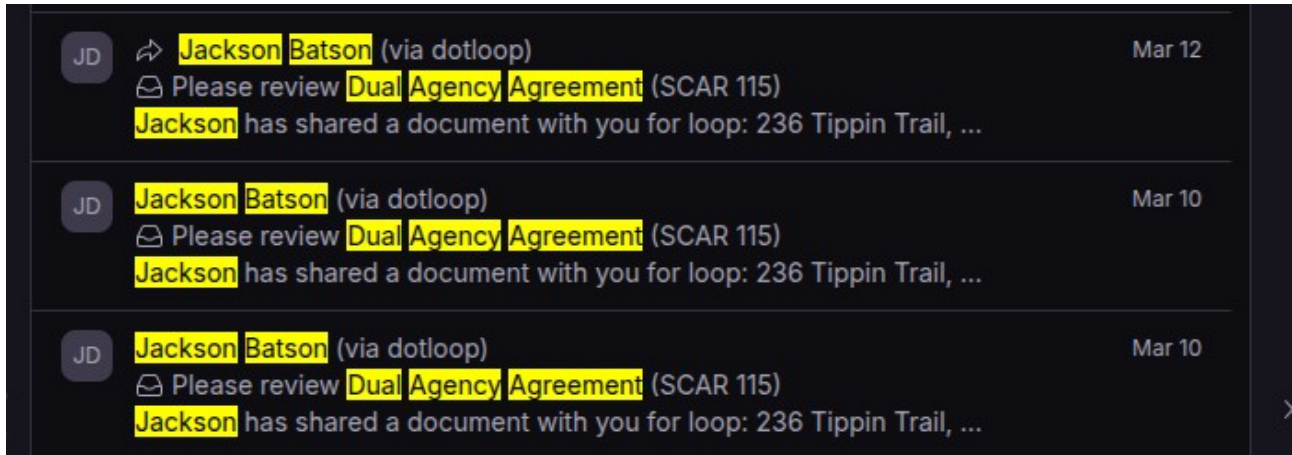
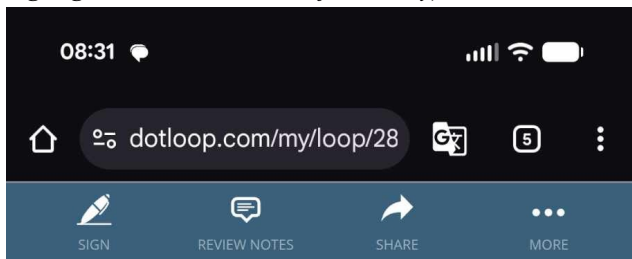


Exhibit AK: Screenshot of the state of the Dual Agency Agreement as hosted on dotloop dated 17 Dec 2025, confirmed still to this date unsigned (sourced from Google Pixel 9a, timestamp provided by ImageMagick, red highlights added via Canva for clarity).



DUAL AGENCY AGREEMENT

THIS DOCUMENT IS A M... REPRESENTATION AGREEMENT... AND THE BUYER'S AGENCY

This Dual Agency Agreement is entered into between James Sakorafos and Nikolaeta Sakorafos, Buyer, and Re/Max Results, Real Estate Company, Seller, and Adam Steinberger, Seller, and Re/Max Results, Real Estate Company, for Property located at 236 Tippin Trail, SC 29690

DUAL AGENCY AGREEMENT

The term "Broker" includes the real estate firm, broker-in-charge and associated licensees.

- DUAL AGENCY:** Seller and Buyer agree that Broker shall serve as both Seller's agent and Buyer's agent in the sale of Seller's property to Buyer in accordance with Section 40-57-350(1) of the South Carolina Code of Laws, which provides in part that "...in acting as a dual agent, a licensee represents clients whose interest may be adverse and that agency duties are limited." The parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:
 - That a party may agree to a price, terms, or any conditions of sale other than those offered;
 - The motivation of a party for engaging in the transaction, unless disclosure is otherwise provided by state law or regulation; and
 - Any information about a party which that party has identified as confidential unless disclosure is otherwise required by state law or regulation.
- BROKER'S DUAL AGENCY ROLE:** Because Broker is serving as both Seller and Buyer in this transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and Buyer understand and acknowledge that:
 - Prior to the time this agreement was entered into, Broker acted as the exclusive Agent of Seller and acted as exclusive Agent of Buyer.
 - In those separate roles Broker may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker.
 - Broker is required by law to disclose to Seller and Buyer any known material adverse facts concerning the property or the transaction. Seller and Buyer agree that Broker shall not be liable to either party for (1) disclosing known material facts concerning the property required by law to be disclosed and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.
- SELLER'S AND BUYER'S ROLES:** Because of Broker's Dual Agency relationship, Seller and Buyer understand and acknowledge that:
 - Seller and Buyer have determined that the advantages of entering into this Dual Agency Agreement, with Broker acting as Agent for both, outweigh the disadvantages.
 - Seller and Buyer each have the responsibility of making their own decisions as to what terms are to be included in any agreement to buy and sell between the Seller and Buyer.
 - Seller and Buyer are fully aware of, and understand, the implications and consequences of Broker's Dual Agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage communication between Seller and Buyer rather than acting as an advocate or exclusive agent.
 - Seller and Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses, or liabilities, other than violations of the South Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent.
 - Seller and Buyer may seek independent legal counsel to assist them with the negotiation and preparation of a buy and sell agreement or with any matter relating to the transaction which is the subject matter of a buy and sell agreement.
- PREVIOUS AGENCY AGREEMENTS:** The parties agree that this Agreement shall modify any agency agreements previously entered into by Seller and Broker or between Buyer and Broker. If those previous agency agreements contain expiration or termination dates prior to the termination date for this Agreement as set forth below, the expiration or termination dates of the previous agency agreements are hereby extended until the termination of this Agreement. If this Agreement terminates prior to the termination date of any previous agency agreement, the previous agency agreement shall remain in force and effect in accordance with its terms. In any areas where this Agreement contradicts or conflicts with those agency agreements, this Dual Agency Agreement shall control.
- DURATION OF DUAL AGENCY:** The term of this Agreement shall commence when this document is executed by Seller, Buyer and Broker, and unless extended by written agreement of all parties, shall terminate upon the closing of the sale of the property.

(Rev. 2/21) 1

STILL UNSIGNED AS OF 2025-12-17

6. **FAIR HOUSING:** The Broker shall conduct all brokerage activities in regard to this Agreement without regard to race, color, religion, sex, handicap, familial status, or national origin and shall conduct business in full compliance with local, state, and federal fair housing laws.

7. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the execution of this dual agency agreement or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and internet, and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

8. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same agreement, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

CONTENTS ARE NOT UNDERSTOOD, BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A SIGNED COPY OF THIS DUAL AGENCY AGREEMENT

ADAM CLICK HERE

Seller _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Privacy - Terms

Identify -verbose

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_n.jpg

Image:

Filename:

597360510_869628692216909_7820905208876788957
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Permissions: rw-rw-r--

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Mime type: image/jpeg

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icc:description: uRGB

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Elapsed time: 0:01.028

Version: ImageMagick 6.9.12-98 Q16 x86_64 18038

<https://legacy.imagemagick.org>

Exhibit AL: Email sent from agent's lawyer containing spiritual abuse and false statements of deception against disabled seller, possibly used by agent's lawyer in an attempt to extort \$17K in cash from disabled seller along with a forced false public retraction in order to get out of agent's active investigations at NAR and SC LLR.

RE: 236 Tippin Train, Travelers Rest, SC - RE/MAX Results

From Stokely Holder <sholder@hplplaw.com>
To Adam Matthew Steinberger<adam.steinberger@icloud.com>
Date Saturday, April 5th, 2025 at 08:38

Mr. Steinberger,

Please direct your correspondence to me or attorney Chris Schwartz going forward.

You need to understand that you are in clear breach of multiple contracts. Continue as you might to ignore those obvious facts by trying to damage an innocent party will only serve to underscore the improprieties of your action.

This has nothing to do with your purported vocation, nor does it have anything to do with what you so cavalierly allege to others what Mr. Batson and/or his agency has done or failed to do. It is all to do with the legal obligations you owe based on the contracts that you signed, and your actions/inactions in clearly breaching those contracts. You need to cease and desist from misrepresenting facts. Again, it is just serving to make matters worse for you.

If you are truly the 'Christian minister-in-training' that you describe, then it would seem only proper for you to inform all of these 3rd parties you have allegedly contacted of the full set of facts.

As a fellow Christian, I leave you with these Bible verses to consider:

"The integrity of the upright guides them, but the unfaithful are destroyed by their duplicity." Proverbs 11:3.

"Those who consider themselves religious and yet do not keep a tight rein on their tongues deceive themselves, and their religion is worthless." James 1:26

"Therefore each of you must put off falsehood and speak truthfully to your neighbor, for we are all members of one body." Ephesians 4:25

"The Lord is near to all who call on him, to all who call on him in truth." Psalm 145:18

"The integrity of the upright guides them, but the crookedness of the treacherous destroys them." Proverbs 11:3

"Truthful lips endure forever, but a lying tongue is but for a moment." Proverbs 12:19

"Righteous lips are the delight of a king, and he loves him who speaks what is right." Proverbs 16:13

"Little children, let us not love in word or talk but in deed and in truth." 1 John 3:18

"Having put away falsehood, let each one of you speak the truth with his neighbor, for we are members one of another." Ephesians 4:25

"Whoever speaks the truth gives honest evidence, but a false witness utters deceit." Proverbs 12:17

"These are the things that you shall do: Speak the truth to one another; render in your gates judgments that are true and make for peace." Zechariah 8:16

"You shall not bear false witness against your neighbor." Exodus 20:16

"If we say we have fellowship with him while we walk in darkness, we lie and do not practice the truth." 1 John 1:6

"Love does not rejoice at wrongdoing, but rejoices with the truth." 1 Corinthians 13:6

"Repay no one evil for evil, but give thought to do what is honorable in the sight of all. If possible, so far as it depends on you, live peaceably with all. Beloved, never avenge yourselves, but leave it to the wrath of God, for it is written, 'Vengeance is mine, I will repay, says the Lord.' To the contrary, 'if your enemy is hungry, feed him; if he is thirsty, give him something to drink; for by so doing you will heap burning coals on his head.' Do not be overcome by evil, but overcome evil with good." Romans 12:17-21

I hope and pray that you consider an amicable resolution to these issues.

Regards,

Stokely Holder

M. Stokely Holder

Office: 800 F., North Street | Greenville, SC 29601

Mailing: P.O. Box 1804 | Greenville, SC 29602

o. [864.335.8808](tel:864.335.8808) | **d.** [864.335.8818](tel:864.335.8818) | **f.** [864.248.4090](tel:864.248.4090)

www.hplplaw.com | sholder@hplplaw.com




CHARLESTON | COLUMBIA | GREENVILLE | RALEIGH

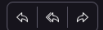
CONFIDENTIALITY NOTICE: This message is sent by the law firm of Holder Padgett Littlejohn + Prickett, L.L.C. and may be confidential and privileged legal communication to the named recipient(s). If you receive this message in error or are not the named recipient(s), please notify the sender and delete this email. Thank you.

Exhibit AM: Disabled seller contacts an attorney to seek resolution for this, this attempt eventually fails.

[3] BBB & Other Complaints RE RE/MAX Results

From  Adam Matthew Steinberger <adam.steinberger@icloud.com>
To Alexander Paterra

☆ Apr 16



Hi Mr. Paterra,
I hope you are doing well. I got this letter from RE/MAX forwarded to me in regard to the BBB complaint (#23132751) that I filed against Jackson Batson:

> To Whom It May Concern:

>

> We are aware of the complaint filed by Adam Steinberger and appreciate the opportunity to respond.

>

> We respectfully disagree with the allegations made in the complaint. The claims presented are factually inaccurate and do not reflect the actual events or circumstances. We strongly dispute Mr. Steinberger's allegations regarding "unethical behavior, negligence, and breach of fiduciary duty."

>

> Additionally, not only do we deny Mr. Steinberger's complaints but also believe that he has acted unlawfully in violation of contract, and with retaliatory actions, as reflected in this complaint. We have consulted with legal counsel and are currently attempting to resolve this dispute via mediation and/or potential legal action. Due to the severity and outrageous nature of Mr. Steinberger's complaint and the fact that this matter is currently the subject of ongoing litigation in Greenville County, South Carolina, we are unable to provide detailed commentary at this time.

>

> Should you wish to discuss the facts of this case further, please direct all questions to our legal counsel, W. Christopher Schwartz, Esq., Associate Attorney, Holder Padgett Littlejohn + Prickett. Mr. Schwartz can be reached at their Greenville, SC office or via office phone at (864) 413-0580.

>

> We are confident that the legal process will result in a fair and just resolution. In the meantime, REMAX remains committed to ethical business practices and providing high-quality service to all our customers.


>

> We appreciate your understanding and will provide further updates if and when appropriate, once the legal proceedings have concluded.

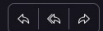
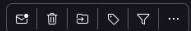
>

> Sincerely,
> Jackson Batson
> RE/MAX Results

I am wondering what your thoughts are in how to handle this and the other complaints that I made against Jackson Batson? For the BBB complaint specifically I have the following options:

From  Adam Matthew Steinberger <adam.steinberger@icloud.com>
To Alexander Paterra

☆ Apr 28



Hi Mr. Paterra,

I hope you are doing well. I just wanted to follow up on our last communication regarding the \$3,500 settlement and the agreement to remove the complaints within 30 days of signing.

Please let me know if there is anything you need from me at this time to move forward. I look forward to hearing from you and finalizing the settlement.

Thank you again for your help.

Blessings,
Adam Matthew Steinberger
(864) 517-4117
adam.steinberger@icloud.com

From: Christopher Schwartz <cschwartz@hplplaw.com>
Date: Thursday, May 1, 2025 at 6:35 PM
To: Alex Pattera <alex.pattera@paterrallaw.com>
Cc: Carolyn Denney <cddenney@hplplaw.com>
Subject: Batson/Steinberger Matter

You don't often get email from cschwartz@hplplaw.com. [Learn why this is important](#)

Good evening Alex,

Thanks for speaking with me today. I've conveyed your settlement offer to my client. My client has decided to reject your initial offer.

In response to our discussion of Dual Agency, I have attached four documents that help demonstrate your client's knowledge of the representation. A brief explanation of the documents is helpful.

The first document attached is Dual Agency Agreement (SCAR 115).pdf. This version is signed by all parties except your client.

While not signed by your client, as shown in the attached Agency History, was presented on multiple occasions your client for his review and signature.

The third and fourth attachment reflect text messages between my client and your client on Saturday February 22, 2025, where my client informed your client of his dual representation status. One attachment shows the full conversation for that day, and the other shows the specific message where my client discloses the representation status and your client assents to it.

Please let me know if you have any questions on the documents provided.

Finally, considering my client's rejection of your settlement offer and the additional evidence provided, we would greatly appreciate if your client would consider an increased offer. A reasonable offer may limit overall legal expenses. Please let me know your thoughts.

Best,

Adam

Let me know if how much you would like to counter with-. I would think we should go up to 5,000.

Alex

...

From: Christopher Schwartz <cschwartz@hplplaw.com>
Date: Monday, June 2, 2025 at 1:26 PM
To: Alex Pattera <alex.pattera@paterrallaw.com>
Cc: Carolyn Denney <cddenney@hplplaw.com>, Jeanne Keenan <jeanne.keenan@paterrallaw.com>
Subject: RE: Batson/Steinberger Matter

Some people who received this message don't often get email from cschwartz@hplplaw.com. [Learn why this is important](#)

Good afternoon Alex,

I've spoken with my client, and he's authorized me to make a counter offer of \$15,000.00 to resolve this dispute. This counter offer also includes the previously discussed written retraction by your client.

Please let me know if your client is amenable to this.

Thank you,

Chris

W. CHRISTOPHER SCHWARTZ

Exhibit AN: Disabled seller's letter to the press, whistleblower activities performed as no other accessible options were presented to him (protected by federal law).

Subject: Seminary Student Forced from Job, Then Exploited by RE/MAX Agent in Alleged Anti-Christian Discrimination

Dear Journalist,

My name is **Daniel J. Cross** — a pseudonym I use to protect my identity as a Christian missionary-in-training. I'm writing to share a true story of **religious discrimination, real estate misconduct, and ongoing harm**, which I've reported to more than a dozen federal, state, and civil rights agencies.

In late 2024, I made the decision to follow a full-time call into Christian missions and theological training at a world-renowned seminary. That choice cost me more than peace of mind — it **forced me to leave my job** and made it necessary to sell my home quickly.

That's when I hired **Jackson Batson of RE/MAX Results** — hoping for help but instead finding myself drawn into a deeply unethical and predatory situation.

Mr. Batson introduced a buyer who was not only a personal contact, but also a licensed realtor and investor. He acted as a **dual agent** without adequate protection of my interests, **pressured me to include my car** in the deal under market value, and **misrepresented closing costs**, shifting the target from \$17K to \$22K — despite knowing I only had limited funds.

When I refused to hand over my car and sold it independently, the buyer walked — and Mr. Batson **ceased communication entirely**. He has since:

- Refused to release me from representation
- Withheld my house keys
- Left my property listed on the MLS without consent

This buyer was married to a CEO who moved nearly \$500K in one week — yet they still pressured me, a seminary student with no income, to part with my car just to make their deal easier.

His treatment changed when I disclosed that I had left my job to follow a calling to Christian ministry. I believe I was **seen as vulnerable** and **targeted because of my faith**.

So far, I've filed complaints with:

- U.S. Department of Justice Civil Rights Division

- HUD, SCHAC, SC DCA, LLR, BBB, SC REALTORS®, NAR
- ACLU, ADL, ADF, Becket Fund, and the SC Attorney General

Yet to date, no one has taken meaningful action. I'm still contractually trapped, my listing remains active, and my keys have not been returned.

This is not just a real estate dispute. It's a story of a Christian who chose obedience over comfort — and was exploited for it. I'm willing to provide documentation, complaint records, and communications on background or under my pseudonym.

Thank you for your time and consideration.

Sincerely,

Daniel J. Cross

daniel.j.cross@icloud.com

(864) 362-5154

(Pseudonym used for privacy due to missionary status)

Daniel J. Cross *exploited* by Jackson Batson due to *Religious Discrimination*

Summary Timeline of Events

Background

In late 2024, I made the decision to pursue **full-time Christian missions and theological training** at a **world-renowned seminary**. I was then **forced** by my employer to **quit my job**, which resulted in immediately making it necessary for me to **sell my house**.

Timeline of Events

January-February 2025 — Initial Outreach & Misrepresentation

- **Forced to resign from my job** to begin ministry and seminary studies.
- **Began working with Jackson Batson** of RE/MAX Results to list and sell my home.

Mid-February — Pressure, Misconduct & Dual Agency

- Jackson Batson presents a buyer **represented by himself** (dual agency).
- Buyer turns out to be a **licensed realtor/investor** personal contact of Batson.
- **Deal requires me to include my vehicle** in the transaction **under market value**, despite my protest.
- Buyer is married to a **plastics engineering CEO**, showing **nearly \$500K** in account activity during a **single week**.
- Batson initially **misrepresents** the cash required at closing (\$17K), later **increasing** it to \$22K, despite knowing I have **limited funds**.

Late February — Collapse of Deal

- I **sell my vehicle** independently for more than the buyer offered.
- The deal **collapses**.
- Mr. Batson **ceases communication**.

March 2025 — Demands for Release Rejected

- I **formally demand** release from representation, return of property keys, and MLS delisting.
- **All demands are ignored**.
- Batson **refuses communication** and refers me to his attorney.

March–April 2025 — Legal Action Begins

- I **file complaints** with multiple agencies including:
 - U.S. Department of Justice Civil Rights Division (DOJ)
 - U.S. Department of Housing and Urban Development (HUD)
 - South Carolina Human Affairs Commission (SCHAC)
 - South Carolina Department of Consumer Affairs (DCA)
 - South Carolina Real Estate Commission (LLR)
 - Better Business Bureau (BBB)
 - South Carolina REALTORS® (Ethics Complaint)
 - National Association of REALTORS® (via Code of Ethics process)
 - ACLU (Religious discrimination report)
 - ADL (Religious bias incident report)
 - Alliance Defending Freedom (ADF)
 - Becket Fund for Religious Liberty
 - SC Attorney General (consumer-related complaint)

Current Status

- I still have **no car**.
- I still have **no way to re-list** the property.
- I am still **contractually trapped**.
- My keys have **not been returned**.
- Listing **remains active**.
- **No action has been taken** by RE/MAX corporate or the Broker-in-Charge.

Summary

This is not just a *real estate issue* — it is a case of **religious discrimination**, *fiduciary abuse*, and *ongoing harm*. The agent's treatment of me changed after I disclosed my calling to Christian ministry. I was not just failed — I was **targeted**. This story deserves public attention and accountability.

Contact: daniel.j.cross@icloud.com or (864) 362-5154
(Pseudonym used for privacy due to missionary status)

Exhibit AO: *Disabled seller's seeks support from South Carolina Legal Society, a valid and needed request denied twice due to complexity.*

Re: Follow Up on Real Estate Dispute, Received Demand Letter from Jackson Batson

From Adam Matthew Steinberger <adam.steinberger@icloud.com>

To susaningles@sclegal.org

Date Saturday, April 5th, 2025 at 02:54

Dear Ms. Ingles,

I hope this message finds you well. Thank you again for your time and the voicemail you left previously.

I am writing to provide an important update to my situation involving Jackson Batson and RE/MAX Results. I've compiled additional documentation that consolidates the text message and email communications relevant to the case, particularly illustrating how my status as a seminary student and minister-in-training was known and used in a way that I believe amounts to religious discrimination and predatory behavior.

The attached document, titled "Text and Email Threads Combined 4-5-25," includes a timeline of interactions, expressions of financial hardship related to ministry, and other critical context that may be useful in evaluating this case further.

I would be grateful if this could be added to my file for review. Please let me know if any additional information is needed.

With appreciation,
Adam Matthew Steinberger
(864) 517-4117
adam.steinberger@icloud.com

Dear Ms. Ingles,

I hope this message finds you well.

As requested, and in light of the escalating legal situation I'm facing, I am submitting the following formal rebuttal to preserve on file at South Carolina Legal Services. This statement is intended to address any accusations—explicit or implied—of libel or slander regarding the factual claims I have made concerning Jackson Batson and related parties.

REBUTTAL TO CLAIMS OF DEFAMATION (LIBEL OR SLANDER)

Prepared by: Adam Matthew Steinberger

Date: April 4, 2025

This is a formal rebuttal to any implied or explicit accusations of libel or slander concerning the public or private statements I have made regarding the conduct of real estate agent Jackson Batson and associated parties.

1. Factual Basis of All Statements

All statements made to date—whether in emails, media tips, legal complaints, social media posts, or correspondence with third-party organizations—are rooted in firsthand experience, supported by written documentation, and consistent with the evidence I have submitted to federal and state agencies. These include:

- Email and text records of Batson's communication breakdown and abandonment of representation.
- Signed and dated notices requesting termination of representation.
- Written notices regarding the withholding of property keys.

-
- Screenshots and MLS listings showing the unauthorized continuation of the listing.
 - Formal complaints submitted to multiple regulatory and civil rights agencies.

2. Substantial Truth Doctrine

In matters of defamation law, truth is a complete defense. Even if minor details were disputed, the core of every statement made is substantially true. The events described are supported by timelines, documents, and corroborating facts that have already been submitted to:

- The U.S. Department of Justice Civil Rights Division
- The U.S. Department of Housing and Urban Development (HUD)
- South Carolina Human Affairs Commission (SCHAC)
- South Carolina Department of Labor, Licensing and Regulation (LLR)
- Better Business Bureau (BBB)
- National Association of REALTORS® (NAR)
- South Carolina REALTORS® (SCR)
- South Carolina Department of Consumer Affairs (DCA)
- Massachusetts Division of Occupational Licensure (for related parties)

3. Personal Testimony is Not Defamation

The public sharing of personal experience, even when critical, does not constitute libel or slander. I have shared my story to bring attention to a matter of public concern: the potential abuse of fiduciary power by licensed professionals, and the discriminatory treatment of individuals on the basis of religious conviction.

4. No Malicious Intent

There is no malicious intent behind any of my statements. My motive has been to seek justice, transparency, accountability, and protection—not only for myself, but for others who may be vulnerable to similar treatment.

5. Public Interest and Whistleblower Protections

As this case involves potential discrimination on the basis of religion and exploitation of a financially vulnerable party, it is protected under the principles of free speech, press inquiry, and whistleblower advocacy. I have acted

in good faith at all times.

Please keep this on record in conjunction with my other submitted materials. Let me know if you need any additional documentation or clarification.

Thank you again for your time and support.

Warm regards,
Adam Steinberger
adam.steinberger@icloud.com
(864) 517-4117

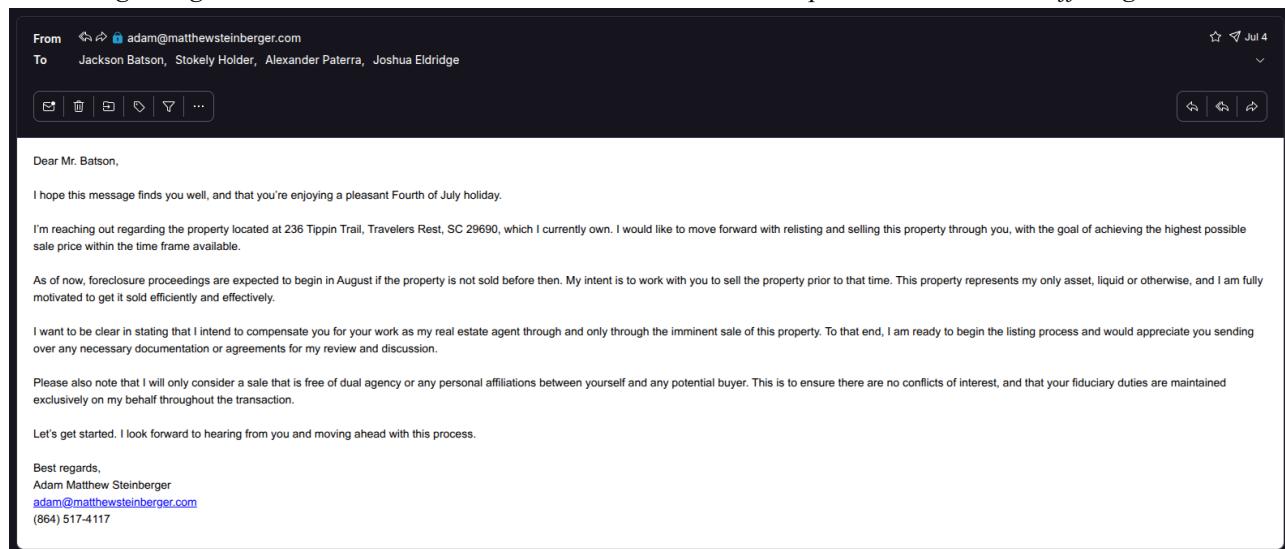
On Apr 4, 2025, at 14:28, Adam Matthew Steinberger <adam.steinberger@icloud.com> wrote:

Hi Susan,
I hope you are doing well, I got this demand letter a few moments ago from Jackson Batson's lawyer. I will be calling the SCLS office in just a few moments as well. I will need representation for this matter, if you are able to provide that that would be very helpful please and thank you.

Thanks,
Adam Steinberger
adam.steinberger@icloud.com
(864) 517-4117

<4.4.25 Demand Letter.pdf>

Exhibit AP: Disabled seller requests that agent try to sell house to a new buyer instead of holding house hostage under illegal litigation, under creative terms due to limited accessible options. This includes offering slave labor:



Hi Jackson,

Just following up on my message from earlier — I'm really looking forward to working together to get 236 Tippin Trail sold. I'm eager to hit the ground running and appreciate your help in making this happen as efficiently and successfully as possible.

Please let me know what you need from me to get started. I'm ready to move forward and will make myself fully available for anything you need to get the listing process underway.

Thanks again — looking forward to hearing from you soon!

Warmly,
Adam Matthew Steinberger
adam@matthewsteinberger.com
(864) 517-4117

Hi Jackson,

I need to be completely direct with you: **please let me know right now if you are actually interested in selling this house**, or if this is going to turn into yet another argument about the March fallout. I cannot afford to wait for your trip to conclude while my house continues to sit in limbo. This property has been effectively held hostage for months, the mortgage is unpaid, and **you** are the listing agent I hired to get it sold.

If you are not going to move forward with the sale, I need to know **immediately**. And if that is the case, **I am formally requesting that we initiate mediation through the South Carolina REALTORS® Mediation Program at 803-772-5206, per the terms of the contract.**

To be clear, **Section 24 (Mediation)** of the contract **explicitly states** that all parties agree to **attempt mediation for any dispute** or breach related to this transaction. I'm unsure why this path wasn't pursued originally, but if we're heading toward continued conflict instead of resolution, then let's proceed with mediation now: professionally, efficiently, and per the agreement.

That said, I'm still willing and ready to get this property sold through you, and I fully expect you to be compensated for your time and efforts — if you're still committed to doing the job I hired you for.

Please respond as soon as possible with a clear answer.

Regards,
Adam Matthew Steinberger
adam@matthewsteinberger.com
(864) 517-4117

Good morning Mr. Steinberger,

We are in receipt of your July 4th, 2025, email regarding your request to relist and sell the Property.

To begin, as previously stated, we would request that all correspondence with Mr. Batson be directed to our office, and made through legal counsel. We appreciate your willingness to attempt to resolve this matter with our Client, however, please direct all future communications to our office.

With that being said, we would next like to address your request to relist the Property. While Mr. Batson is potentially willing to relist the Property, we do have some concerns regarding your ability to pay Mr. Batson's commission should the sale of the Property be effectuated. To that end, we are requesting a statement from your bank showing the equity you currently have in the Property, or other substantially similar documentation.

Should you have sufficient equity in the Property, or other assets sufficient to pay Mr. Batson's potential commission, we can further discuss relisting the Property.

Please provide us with the requested information by or before end of day Wednesday July 9th, 2025.

Thank you,

Chris

RE: Let's Get Started - Selling 236 Tippin Trl

From Adam Matthew Steinberger <adam.steinberger@proton.me>
To Christopher Schwartz<cschwartz@hplplaw.com>
CC Adam Matthew Steinberger<adam.steinberger@icloud.com>,
Jackson Batson<jacksonbatsonrealtor@gmail.com>, Stokely Holder<sholder@hplplaw.com>,
Alexander Pattera<alex.pattera@patteralaw.com>
Date Tuesday, July 8th, 2025 at 09:38

Hi Chris,

I hope you are enjoying your week so far and having a good morning.

I am not comfortable providing personal financial information. I have nothing right now, and without a car I am actually going without food some days. Food insecurity has been a very real problem for me, and I am trying to get back on my feet after everything that happened this last six months. It takes time, and the longer I go without industry work the harder it is to get back into it. Being in school has caused a tremendous amount of opposition from the world - leading to breakdowns in employment, family relations and also this real estate scenario. I'd honestly be open to moving back to Greenville if I have a job to go back to. The world definitely does not want me in ministry - at least not in the traditional sense, and if it's between a warm meal and no food at all I'm OK with non-traditional ministry opportunities instead. Realistically, I have a couple thoughts all of which are meant to be creative alternatives.

What I really need is a job, something that pays more than federal poverty. The important part is to get back into a car or get into a city so that food stability can be re-established. If three meals a day can become again a guaranteed reality than this would be a huge win for everyone. So my thoughts are mostly on that: either find a way to get back into this house and have a job to go back to in Greenville that will support the mortgage or produce value equivalent to the funds needed to sell via my own time and expertise and then again get back to focusing on food stability. I am fully comfortable with either of these options. If you are at all interested or if your client is at all interested in these options let me know. I want to make sure we are all comfortable with a decision as to how to move forward.

You can find more information on what I do for a living at the following links:

<https://hire.adam.matthewsteinberger.com/novice-to-navigator/> - All about AI and what it is that I do

<https://hire.adam.matthewsteinberger.com/> - My professional landing page

<https://chat.adam.matthewsteinberger.com/> - A live demo of the kind of work that I do (it's a sample using free backend tools since I do not have the resources for something a little bit more cutting edge, but nonetheless it still does some pretty cool stuff! And aside from limited resources I do have the expertise required to make the enterprise version as well.)

<https://tidycal.com/realadammatthew> - My calendar for scheduling

<https://hire.adam.matthewsteinberger.com/sitemap> - More details on different ways AI services can be rendered to customers or employers

<https://github.com/realadammatthew> - My github account, it's not much yet as all of the software I've produced in industry so far has been closed-source (I'm not legally allowed to share it) but I am working on building out a portfolio of more sample work to show employers I know what I'm doing, just takes time!

<https://github.com/realadammatthew/resume> - My actually current professional resume that I keep up to date as well can be found here!

<https://x.com/realadammatthew> - My X/Twitter in case you are wondering (I'm not really active on social, but some people like to see that I have it)

<https://www.linkedin.com/in/realadammatthew/> - My LinkedIn page (again, not a social media guy, but some employers won't even hire you unless you have one, so unfortunately I had to make one anyways so here it is.)

<https://buymeacoffee.com/realadammatthew> - Just for fun I made a "buy me a coffee" site, not really important but it does exist!

<https://humbleberger.org/> - If you want to see another example of website development that I've done, you can check this site out as well. All custom software that I wrote, fully multi-lingual, with a full blog series (4 hour audio/video version to be release later this morning) and AI chatbot included (the chatbot itself I am running through another project called the Apologist project as they have paying customers right now and so they have access to the cutting-edge AI tools that I do not due to resource limitations and due to the evangelistic nature of the content they are happy to provide access for free).

Just a note if this is something you would be willing to consider: My focus is in AI, backend and cloud. Anything that you are seeing as front-end material (like the look and feel of the website) is generated by bots and I am only able to do so much before I've reached the limit of my own expertise in this area. But learning and automation are very real options!

I also build APIs, Webhooks, basically anything that sits in the cloud and can integrate with other systems. My main "vibe" if you will is software architecture, specifically RAG architectures for AI and Onion architectures for backend integrations like APIs and webhooks.

Please think this over, and let me know. Unfortunately due to the massive backlash in a Jewish person pursuing traditional Christian ministry routes I have been unwillingly placed in a position where I do not have a lot of options. And I completely understand if this is a hard no. I just want to throw this out there before completely giving up.

Also, if you are wondering, you may notice that I have some gaps in social awareness and that kind of thing, I have been navigating the very real likelihood that I qualify under the postmodern definition of neurodiversity - particularly under the umbrella that used to be called Aspergers and is among people my own age typically called adult autism these days. It has gone undiagnosed for decades and at this point is not really diagnosable without large capital or a huge time investment that I just don't have available to make.

I apologize that this has not been the most pleasant experience for anyone involved, I am not great at handling these kinds of situations and also have a history of childhood trauma (so when I am under pressure sometimes my reactions are not ideal and I am trying to work on fixing that). Ideally in the future I would like to get out of real estate and any entrepreneurial endeavors entirely as the social gaps in my day-to-day walk are sometimes so severe that it's just not worth the heartache to deal with it. For some who may be more socially savvy maybe this may be good, but for me I find that I usually just end up in bad situations and end up regretting it later.

Anyways, hopefully this isn't too long of an email, I really appreciate your time reading this and any help you are able to offer. Please let me know what you think!

Best regards,
Adam Matthew Steinberger

Good morning Mr. Steinberger –

Thank you for your patience on my response to your email. Additionally, I appreciate your efforts in putting together a sincere and creative offer. Thank you for that. However, with that being said, I don't think my client can accept your offer.

I think our opposition to your proposal is more of a practical one. While my client and I feel for your difficult situation, I don't think its realistic for us to agree to a plan that is contingent upon your completion of such monumental hurdles (job, car, food stability, etc.).

Again, we truly feel for your situation and appreciate the uphill battle it appears you may be facing. While that is true, even considering the circumstances, it would be unwise for us to agree to a settlement offer under the terms you proposed.

Please let us know if you have any additional offers to settle or have any questions.

Again, as a reminder, please direct all correspondence to our office and not to our client.

Thank you.

Exhibit AQ: Disabled seller attempts to initiate mediation, something agent should have been responsible for initiating himself, not disabled seller.

Dear Mr. Holder,

Grace and peace to you.

I've taken time to reflect prayerfully on our correspondence and the broader implications of this situation. I believe we would both agree that this matter is regrettable and complex, and that at the heart of it lies not only legal questions, but also deeper matters of trust, integrity, and human dignity. For my part, I have no desire for conflict or escalation. I would much rather see resolution achieved in a manner that upholds peace, mutual respect, and the values we both profess to hold dear.

Because of this, I would like to humbly propose that we consider handling this matter through the oversight and care of a local church, or a mutually agreed upon panel of spiritually mature individuals—such as elders, pastors, or Christian mediators—rather than through the civil legal system.

This approach is deeply rooted in Scripture:

"If one of you has a grievance against another, does he dare go to law before the unrighteous instead of the saints?"
— 1 Corinthians 6:1

"Blessed are the peacemakers, for they shall be called sons of God."
— Matthew 5:9

What I am proposing is not to evade responsibility, but rather to seek reconciliation in a way that is both Christ-honoring and holistic. This could involve mediation through a local church, with both parties agreeing to submit to a fair and prayerful review of the matter, and to seek resolution in a way that values restoration over retribution.

I understand the seriousness of the contractual concerns at play. I am willing to compromise and am not seeking to "win" at someone else's expense, but rather to find a just and merciful outcome. If Mr. Batson is willing to meet in good faith—ideally under pastoral oversight or with the help of an impartial Christian mediator—I would be glad to begin such a conversation.

My hope is not only for a resolution to this dispute, but that in the end, Christ's name would be honored in how we walk through this.

Please prayerfully consider this proposal. I am open to suggestions as to how such a process could be structured if there is willingness to move in this direction.

In Christ and with respect,
Adam Matthew Steinberger
adam.steinberger@icloud.com
(864) 517-4117

Dear Mr. Paterra,

Thank you for taking the time to consider reviewing my case. I'm writing to request your help in evaluating a complex real estate dispute involving Jackson Batson of RE/MAX Results in Travelers Rest, SC. The situation has escalated into legal and financial hardship, and I'm currently seeking resolution through mediation. Below is a summary of the relevant details for your review:

Overview of the Situation:

- I am in a dispute with Jackson Batson and RE/MAX Results over a failed real estate transaction at 236 Tippin Trail, Travelers Rest, SC.
- I signed an Exclusive Right to Sell Agreement on February 18, 2025, expiring August 31, 2025. The property was listed at \$299,900.
- The initial deal was structured for \$290,000 (amended to \$310,000 with my car included). When I sold the car independently in March 2025, the deal collapsed.
- RE/MAX is demanding a \$17,400 commission (6% of \$290,000) plus legal fees, citing breach of contract (April 4, 2025, demand letter).
- I allege fiduciary misconduct including misrepresentation of closing costs (initially \$17,318.14, later just under \$22,000), pressure to include my car at a below-market rate, and failure to provide informed consent regarding dual agency.
- I also believe Batson engaged in religious discrimination after I disclosed my status as a Jewish Christian seminary student pursuing ministry. I've filed formal complaints with DOJ, HUD, SCHAC, and the SC LLR.
- Despite repeated requests, Batson has refused to release me from representation, return my house keys, or delist the property.

My Financial Hardship:

- I currently have \$17,900 in savings, projected to deplete by late October 2025 due to increased costs.
- My monthly income is \$1,600 (20 hours/week at \$20/hour). From May–July 2025, I will earn \$2,320/month (29 hours/week), but will return to 20 hours/week in August due to seminary.
- My monthly expenses are \$3,805: \$2,205 to maintain 236 Tippin Trail (mortgage, property taxes, HOA fees, and insurance), and \$1,600 for housing and living expenses in Wake Forest, NC.
- This results in a current deficit of \$2,205/month (rising again in August), increasing the urgency to resolve this issue quickly.

Mediation Context:

- RE/MAX has agreed to court-certified mediation (April 13, 2025, email from attorney Chris Schwartz).
- I anticipate a settlement in the range of \$4,000–\$5,500, ideally with a lump-sum payment following a house sale in May–June 2025.
- I am seeking a mutual release of all claims, release from the listing agreement, return of house keys, and removal of the MLS listing.

My Goals:

- Settle for a reduced amount, ideally \$4,000–\$4,500, paid in a lump sum or limited payment plan.
- Relist the property immediately and sell during the spring market peak (May 2025), targeting a \$310,000–\$350,000 sale.
- Eliminate the \$2,205/month burden and use sale proceeds to stabilize my finances and ministry work.
- Recoup losses incurred due to the dispute, which forced me to sell my car and limited my transportation options for school.

Key Questions:

- Is a \$4,000–\$4,500 settlement reasonable given my financial hardship and the contract terms?
- Do my allegations of fiduciary misconduct provide leverage to contest the full commission demand?
- How should I handle my discrimination claims within the context of mediation while preserving my rights in agency investigations?
- What legal risks should I be aware of regarding defamation, based on my whistleblowing efforts and public complaints?
- Could you represent me in mediation, either on a limited scope basis or full representation?
- Are there any contractual risks (e.g., extension clauses or buyer protection periods) that could impact my ability to relist?
- Should I make minor home repairs (e.g., stove and door) prior to resale to maximize sale price?

I've attached key documentation for your review. Please let me know if this is a case you'd be willing to take on, or if additional information is needed to make that determination.

Exhibit AR: Disabled seller discover agent has filed suit against him in county court, expediting his push to get back into a car and move back home.

Linhart Realty Group Llc , Plaintiff, Et Al Vs. Adam Matthew Steinberger

Linhart Realty Group LLC, Re Max Results, filed a(n) **Breach of Contract** - Commercial case represented by **Bussey, Raford W Jr., Heidari, Ra'Na, Holder, M. Stokely, Schwartz, William Christopher**, against **Steinberger, Adam Matthew**, in the jurisdiction of **Greenville County, SC** . Greenville County, SC Superior Courts with Clerk Of Court C P, G S, And Family Court presiding.

Case Details for Linhart Realty Group Llc v. Steinberger, Adam Matthew , et al.

CASE NUMBER (Subscribe to View)	JUDGE Clerk Of Court C P, G S, And Family Court
FILING DATE August 12, 2025	COURT CATEGORY Common Pleas
LAST REFRESHED August 13, 2025	PRACTICE AREA Commercial
FILING LOCATION Greenville County, SC	MATTER TYPE Breach of Contract

Exhibit AS: *Agent's legal team attempts to extort disabled seller for \$17K and a false/illegal public retraction after discovering disabled seller has re-entered the workforce.*

Good Morning,

Thank you for your time in discussing a resolution to this matter. After speaking with my client, he remains upset but is willing to set aside his emotions in hopes of reaching a compromise. Please understand, however, that he has incurred more than \$13,000 in legal fees (which we would be allowed to recover in court), he is owed a commission, and he has damages associated with the attempts to disparage his character. My client is willing to forego the vast majority of those damages in an effort to reach a good faith resolution.

Accordingly, my client will accept the following in exchange for my client dismissing the claims filed against Adam Steinberger:

1. A dismissal by Adam Steinberger of all complaints lodged against Jackson Batson and/or RE/MAX Results, to include, without limitation, the BBB Complaint and the LLR Complaint;
2. A removal by Adam Steinberger of all reviews posted on any public or private forum against Jackson Batson and/or RE/MAX Results;
3. A dismissal with prejudice of the counterclaims filed by Adam Steinberger;
4. A publication of a retraction, correction and apology statement regarding the prior statements, comments, emails, messages, publications, and/or communications – written, verbal, electronic or otherwise – by Mr. Steinberger that alleged or suggested that Jackson Batson and/or RE/MAX Results did anything improper in their dealings with Adam Steinberger, to include, without limitation, the following:
 - a. Jackson Batson and/or RE/MAX Results engaged in fraud, misrepresentation, dishonesty, or unethical conduct;
 - b. Jackson Batson and/or RE/MAX Results pressured, manipulated, exploited, threatened, or took advantage of Adam Steinberger;
 - c. Jackson Batson and/or RE/MAX Results misled Adam Steinberger about the contract terms or caused Adam Steinberger to lack an understanding of the contract terms;
 - d. Jackson Batson and/or RE/MAX Results used any disability status of Adam Steinberger against him or allowed it to contribute to the decisions made by Adam Steinberger related to the execution of any contract; and
 - e. Jackson Batson and/or RE/MAX Results acted illegally, wrongfully or outside professional standards.
5. A Non-disparagement provision;
6. A full release and covenant not to sue; and
7. Payment to Jackson Batson of \$17,000 which can be paid on terms (i.e., payment plan) to be agreed upon, with a Confession of Judgment provided for full amount with covenant not to file unless/until any payment is not made. This \$17,000 amount is comprised of the prior \$4,000 offered by Mr. Steinberger together with \$13,000 of the legal fees incurred by my client to date (understanding he has incurred more than that, and will continue to incur more until this is finalized).

Please let me know if you have any questions. I remain hopeful we can get this all sorted out, but time remains of the essence now that counterclaims have been filed.

Regards,

Stokely

Exhibit AT: Zillow listing shows disabled seller's house listing remove 25 Apr 2025, then relisted 24 Jun 2025, then removed again 6 Jul 2025. All activities are imported directly from MLS by agent. This is false advertising.

Back to search

Zillow

Save

Share

More

Home value

Cost calculator

Home details

Neighborhood

Price history

Date	Event	Price
8/18/2025	Listings removed	\$1,700 \$1/sqft
Source: Zillow Rentals Report		
8/8/2025	Listed for rent	\$1,700 -5.3% \$1/sqft
Source: Zillow Rentals Report		
7/6/2025	Listings removed	\$299,900 \$186/sqft
Source: Greater Greenville AOR #1548820 Report		
6/24/2025	Listed for sale	\$299,900 \$186/sqft
Source: Greater Greenville AOR #1548820 Report		
4/25/2025	Listings removed	\$299,900 \$186/sqft
Source: Greater Greenville AOR #1548820 Report		
<div>Show more</div>		

Get a cash offer in 3 minutes

Find out how much your home could sell for in as little as 3 minutes with a no-obligation cash offer.

Estimated market value

\$294,700

What is this number?

Start now

Claim home

68

Exhibit 0: Receipt from Comprehensive Psychological Services, LLC from neuropsych evaluation for confirmed AuDHD diagnosis.

COMPREHENSIVE PSYCHOLOGICAL SERVICES, LLC.

Marc Harari, Ph.D. - Owner
Nevelyn Trumpeter, Ph.D. - Associate
Darren Woodlief, Ph.D. - Associate
1816 Bull Street
Columbia, SC 29201
E-Mail: comppsyhsc@gmail.com
Website: www.comppsyhsc.com
Phone: 803-422-0017
Fax: 803-799-5596

Client: Adam Steinberger
Services Provided: evaluation
Time: Tuesday 10/21/25
Method of Payment: Cash
Fee Received: \$1538.00

Organizational Mission:

With strict adherence to the American Psychological Association (APA) ethical guidelines and standards, Comprehensive Psychological Services' (CPS) primary goal is to provide a broad range of objective psychological evaluations in a thorough and expedient manner that serve both individuals and organizations in the private and public sectors. Secondary goals of CPS are to provide expert witness testimony, supervision for professional therapists and evaluators, and psychotherapy services.

Exhibit 1: Paperwork deadline for neuropsych evaluation performed by Comprehensive Psychological Services, LLC for AuDHD diagnosis.

Comprehensive Psychological Services, LLC

Darren Woodlief, Ph.D.

What to Expect Following Your Evaluation Appointment

Congratulations! You made it through your appointment. Hopefully it was not as intimidating as you may have expected. I'm sure you still have questions, especially about what to do next...

1) Breathe ☺

Your report will take some time to be completed, finalized, and on its way to you.

Dr. Woodlief's typical timeline for completion is about **6 weeks from the appointment date**. If you have not heard from us within that time frame, that is TO BE EXPECTED. We are hard at work.

If you have any questions, please feel free to reach out to Dr. Woodlief's clinical assistant, Korinne, at the following email address:

assistant@comppsyhsc.com

Please do NOT contact Dr. Harari or the main office with report-related questions, they do not have the information you seek.

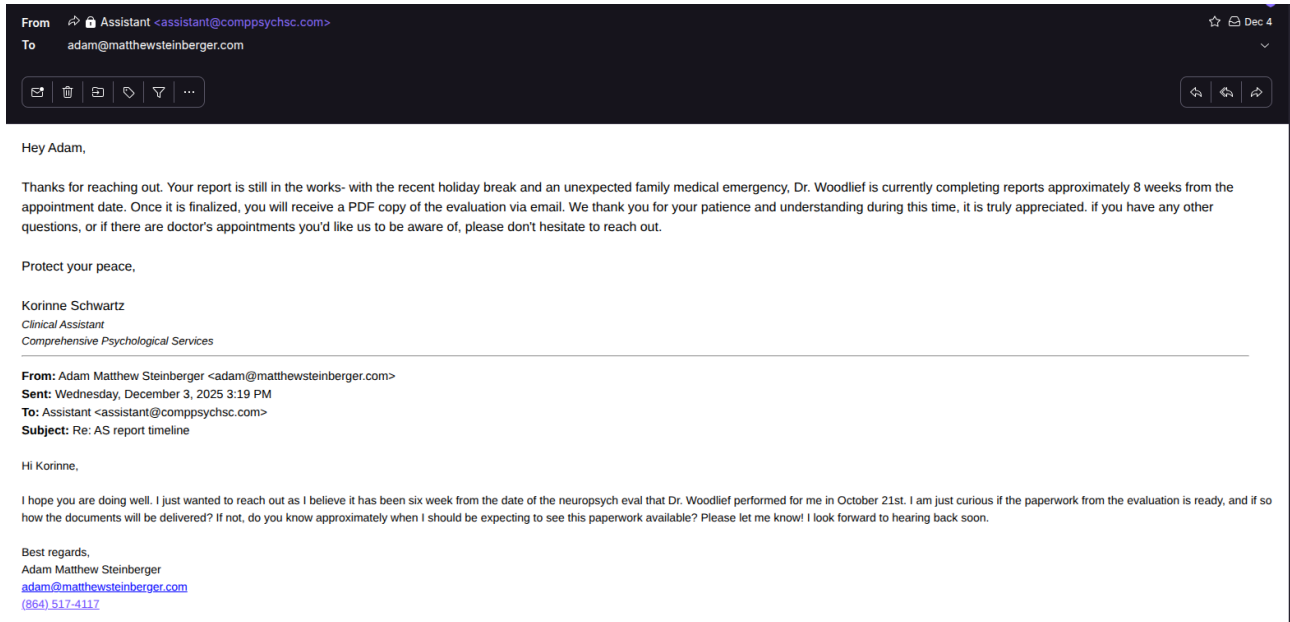
Thank you for your patience and understanding, it allows our team to serve you to the best of our abilities. We sincerely appreciate the opportunity to work with you on your mental wellness journey.

Thank you for your cooperation,



Darren Woodlief, Ph.D.
Licensed Clinical Psychologist (#1534)

Exhibit 2: *Deadline extension for neuropsych evaluation performed by Comprehensive Psychological Services, LLC for AuDHD diagnosis.*



PSYCHOLOGICAL EVALUATION

Darren Woodlief, Ph.D.
1816 Bull Street
Columbia, SC 29201
(803) 422-0017

Date of Testing: 10/21/2025
Date of Report: 12/15/2025

Client: Adam Steinberger

DOB: 8/17/1990

REASON FOR REFERRAL

Adam Steinberger requested this psychological evaluation to assess his psychological, cognitive, and social functioning. Specifically, the present evaluation investigated possible diagnoses of autism spectrum disorder (ASD) and attention-deficit/hyperactivity disorder (ADHD). This report concludes with recommendations to address his psychological needs.

NOTICE

This report is confidential and meant for use by those who have received written authorization from Adam Steinberger. No unauthorized disclosure of this report or data contained in this report is allowed. Any person who, without proper authorization, discloses information contained in this report assumes all liability associated therewith.

SOURCES OF INFORMATION

Clinical Interview with Adam Steinberger

Psychological Testing:

- Barkley Adult ADHD Rating Scale – Fourth Edition: Self-Report (BAARS-IV:SR)
- Barkley Deficits in Executive Functioning Scale – LF: Self-Report (BDEFS-LF:SR)
- Barkley Functional Impairment Scale – Long Form: Self-Report (BFIS-LF:SR)
- Conners Continuous Performance Test – 3rd Edition (CPT-3)
- Patient Health Questionnaire (PHQ-9)
- PTSD Checklist for DSM-5 (PCL-5)
- Personality Assessment Inventory (PAI)
- Screen for Adult Anxiety Related Disorders (SCAARED)
- Social Responsiveness Scale – 2nd Edition: Self-Report (SRS-2: Self)
- Symptom Assessment – 45 Questionnaire (SA-45)
- Wechsler Abbreviated Scale of Intelligence – 2nd Edition (WASI-II)

BEHAVIORAL OBSERVATIONS

Adam is a 35-year-old, White man who was dressed casually, had good hygiene, and appeared commensurate with his chronological age. He wore glasses. Adam presented in a positive manner with a broad expression of affect, though he expressed some anxiety throughout the day, and engaged in sustained eye contact. He produced a typical quantity of speech, often speaking in an animated manner and occasionally exhibiting difficulty with regulating his volume. Adam appeared to be oriented to all spheres, have good insight into his functioning, and respond in a candid manner during his interview and on most of the norm-referenced inventories, though some caution is necessary due to a negative response style on the PAI.

During testing, Adam was cooperative and engaged and established positive rapport with the psychologist. He was eager to speak, asking questions as needed for clarification, elaborating on his responses to survey and test items, and sharing personal anecdotes. He also talked to himself while working. He was not tangential in speech and redirected easily back to his tasks. Adam exhibited some low frustration tolerance, including making self-deprecating remarks when he was unsure of or having difficulty with an item. He engaged in some restless behaviors, including adjusting his posture and shuffling his feet, as well as self-soothing behaviors, including humming, rocking in his seat, and "fist bumping" the psychologist; following the latter, he often stated, "It's my stim, man." Overall, he appeared to sustain his attention and concentration well, be motivated to do well, and to put forth good effort. The present testing can be considered interpretable, with some caution.

RELEVANT BACKGROUND

Adam was born and raised in Albany, New York by his biological parents alongside three siblings, 38M, 35F (his twin), and 33F. He endorsed a history of abuse and trauma in childhood, stating, "Dad was an alcoholic with narcissistic personality disorder," adding, "He was emotionally abusive and neglectful." Adam endorsed a more positive relationship with his mother, stating, "She's very helpful and loving," though he noted codependent tendencies. His parents divorced when he was 21 years old, and his father passed away in 2018 after fighting brain cancer. Family psychiatric history includes ADHD, depression, anxiety, and bipolar disorder. He opined that his father may have been autistic.

Adam and his twin were born via c-section about 6 weeks premature and spent approximately 3-4 weeks in the NICU to allow their lungs to fully develop; they required lung surfactant and a respirator to get adequate oxygen. Adam did not report delays in his motor or speech milestones; he was delayed in toilet training, not completing this milestone until he was 4 years old. There was no report of concussions, head injuries, seizures, or major accidents or illnesses. His medical history includes wisdom teeth extraction, anal fissure corrective surgery, and removal of cancerous growths on his skin. He also participated in physical therapy following a car crash. He denied any current medical concerns. With respect to his appetite and eating behaviors, he endorsed a "chronically irregular appetite." Regarding his sleep, he endorsed chronic problems falling asleep and getting enough rest, noting insomniac tendencies.

Adam graduated from high school in a timely manner with no report of repeated grades. He received academic accommodations for ADHD, endorsing difficulties with focus, staying on task, restlessness, talkativeness, and distractibility. He took Ritalin throughout his scholastic career. Major behavioral concerns, such as expulsions or suspensions, were denied, though he stated, "I had issues sitting still on the bus, and annoyed people." After high school, he attended Skidmore College and the Rensselaer Polytechnic Institute, earning his bachelor's degree in computer science. He endorsed a history of employment in software engineering; he is presently self-employed. His future goals include increasing his stability.

Adam presently resides independently. In his free time, he enjoys learning about AI. Adam endorsed a history of social difficulties, stating, "I've experienced rejection since childhood." He described a history of failing to pick up on "unwritten social cues and rules," adding, "I have no social awareness." Adam had formed some friendships in his

adulthood, though he described a traumatic series of events in January 2025 that caused him to “lose all support from family and friends.” He described compounding stressors including being “forced to quit his job, losing the tenant to his house, and losing his car” that lead to him “panicking and falling for a real estate scam.” He said, “I had to start going without food... I thought I was going to die.” Adam is currently pursuing a civil suit against the perpetrators of the scam. There was no report of any alcohol or substance abuse or encounters with law enforcement.

MENTAL HEALTH HISTORY

Adam reported a history of mental health treatment beginning in childhood. He was diagnosed with ADHD in childhood, which was managed with medication for many years. He also received therapeutic services in childhood. He reported that he was hospitalized for suicidal ideation on three occasions in his twenties and later diagnosed with anxiety and bipolar II. He reported that “unipolar” antidepressants did not work for him and described 1-2-week-long periods of hypomania, characterized by “feeling more intensely,” an increased sex drive, and impulsivity. He has trialed many psychiatric medications, including stimulants, antidepressants, anti-anxieties, and antipsychotics. He is not presently participating in therapy or receiving psychiatric services.

Adam endorsed issues with inattention, hyperactivity, impulsivity, and other deficits in executive functioning that are present and impairing across settings. He reported that he often has trouble getting started on his work and following through with and finishing things he starts. He also has difficulty managing, organizing, and prioritizing tasks. Adam further described impairment due to difficulty sustaining concentration, being easily distracted, and forgetfulness. He reported that he has issues with hyperactivity and impulsivity, including being impatient and having a low tolerance for frustration. He further endorsed impairment due to excessive talking, blurting out, interrupting others, difficulty staying seated and being quiet when he needs to do so, and being fidgety, restless, and “on the go”.

Adam reported a long history of impairment due to anxiety and related symptoms. He said that he has difficulty controlling his worries about how things are going to work out, how well he does things, and what is going to happen. He described having trouble relaxing and enjoying himself due to feeling anxious, along with associated physical tension, restlessness, irritability, and being easily fatigued. Adam also acknowledged marked anxiety about doing or saying the wrong thing around unfamiliar people and when others are watching him do things. He said that fears of embarrassing himself often keep him from doing things that he would otherwise want to and described feeling self-conscious around others due to fears of saying or doing the wrong thing. This self-consciousness leads to him feeling uneasy in such settings and, sometimes, avoiding them.

Reviewing symptoms associated with his history of trauma, including abuse in childhood and the series of events described above, Adam stated that he is regularly impacted by related intrusive thoughts and nightmares and has trouble remembering important details of the traumatic events. He further endorsed being very upset by and having strong physical reactions to reminders of these traumas, avoiding talking or thinking about them, and avoiding external reminders whenever possible. He described persistent, negative feelings about himself, others, and the world in general; some self-blame; and strong, negative emotions (e.g., anxiety, shame). Adam described marked

difficulty connecting with and trusting others and with experiencing positive emotions, as well as having issues with sleep and concentration. Adam also endorsed often being “on guard” for possible danger, easily startled, and irritable.

AUTISM

Adam endorsed a number of past and/or present behaviors that are consistent with the *DSM-5-TR* criteria for diagnosing autism spectrum disorder (ASD). While these criteria are the basis for diagnosing ASD, they are significantly deficit-based in their language and descriptors. This approach is completely out of step with the current understanding of autistic experiences from a neuro-affirmative perspective. The *DSM-5-TR* criteria hold neurotypical communication and engagement as the default standard to be measured against rather than appreciating the natural variation between neurotypes as being equal. The examiner's goal is to relate Adam's behaviors and experiences to the *DSM-5-TR* criteria while using language that is more affirmative of autism as a neurotype.

Adam endorsed past and present behaviors consistent with *DSM-5-TR* Criteria A, including those related to:

Social/emotional reciprocity, including:

- Not building on others' words in reciprocal conversation
- Not often showing curiosity about others
- Not being aware of and able to understand others' points of view (i.e., cognitive empathy)
- Not showing affective empathy (i.e., showing concern in behavior)
- Difficulty with greeting others and responding to greetings
- Tending to disengage when not interested in conversation
- Tending to not share personal information, experiences, or emotions
- Having an unusually direct communication style
- Difficulty engaging in groups/having a lot harder time communicating if there is more than one other person
- Misunderstanding others' intentions or expectations

Nonverbal communication, including:

- Engaging in atypical eye contact
- Not being aware of their volume or failing to adapt to the situation/setting
- Less changes in vocal inflection or unusual pauses
- Difficulty noticing and/or correctly interpreting others' expressions
- Exhibiting restricted or mismatched facial expressions
- Missing jokes told by others, especially if deadpan or sarcastic

Relationship management, including:

- Difficulty making new friends
- Difficulty maintaining friendships
- Having low social motivation
- Having limited social energy
- Looking to others around them or in books, movies, tv, etc. for examples of how to speak and act in order to 'appear more normal'
- Having difficulty with casual social encounters (i.e., “small talk”)

Adam endorsed past and present behaviors consistent with *DSM-5-TR* Criteria B, including those related to:

Repetitive or Idiosyncratic Behavior/Speech, including:

- Frequent engaging in stimming behaviors to manage stress and other emotions (e.g., boredom)

Flexibility, including:

- Having more difficulty (strong reactions) than others with changes in routine
- Difficulty coping with having to change how they do things
- Getting “stuck” in their thinking
- Rigidly adhering to moral compass and/or rules

Intense or atypical interests, including:

- Having interests that are limited in extent, number, scope, or action
- Having abnormally intense or fixated interests

Sensory differences, including:

- Aversions to specific sounds, types of sounds, or noise in general
- Significant discomfort with textures
- Overwhelm in crowds due to combined sensory input
- Little awareness of physiological sensations of emotions and subsequent lack of awareness of emotional state

PSYCHOLOGICAL TEST RESULTS

Note to the Reader about the Interpretation of Psychological Tests

The interpretations of psychological tests presented in this report are hypotheses and should not be used in isolation from other information in this matter. The interpretative statements are primarily computer-generated, actuarial, and expert predictions based on the test patterns. The interpretations reflect characteristics of persons who have provided test response patterns that are similar to those of the current individual. Test results are probabilistic in nature and should be interpreted cautiously when incorporating other data. Therefore, the reader should examine the test interpretations for general trends and not put too much weight on one specific statement. In the integration and presentation of the test data, when the results were unclear or in conflict, this examiner selected the most likely hypotheses for presentation here.

Norm-Referenced Inventories

Symptom Assessment – 45 Questionnaire (SA-45)

Adam was first administered the SA-45, a self-report measure designed to screen for symptoms of various psychological conditions experienced within the past week. This multidimensional instrument provides both a global scale index (GSI) and nine subscales (anxiety, depression, concentration difficulties, somatic complaints, phobic fears, hostility, interpersonal sensitivity, suspicion of others, and unusual thoughts). Adam endorsed significant levels of distress during the past week (GSI = 70T). He rated significant elevations on the scales related to concentration difficulties, anxiety, phobic

fears, and interpersonal sensitivity. Additionally, his ratings suggested a need for further investigation into symptoms related to suspicion of others, hostility, and depression.

Personality Assessment Inventory (PAI)

Adam also completed the PAI, a self-report measure designed to provide diagnostic information of adults regarding their personality tendencies and clinical syndromes. It is noted that this examiner utilized a computerized report to facilitate the interpretation of this inventory. The validity indices suggested a tendency to endorse items that present an unfavorable impression, including an exaggeration of complaints and problems. Although this pattern does not necessarily indicate a level of distortion that would render the test results uninterpretable, the interpretive hypotheses presented in this report could overrepresent the extent and degree of significant test findings because of this tendency and should be reviewed with caution.

Adam's profile included significant elevations on scales related to interpersonal difficulties (suspicion, hostility, paranoia, hypervigilance, resentment); anxiety (cognitive and affective features); phobic fears; difficulties concentrating; and concerns about health and physical functioning. He endorsed mild concerns related to depression; history of negative relationships; and elevated and variable mood. He did not describe significant concerns with antisocial behavior or problems with empathy. Also, he reported NO significant problems with alcohol or drug abuse or dependence.

Barkley Adult ADHD Rating Scale – Fourth Edition: Self-Report (BAARS-IV:SR)

Adam next completed the BAARS-IV, an assessment of an individual's self-reported symptoms of inattention, hyperactivity, and impulsivity. In this exercise, the client is asked to rate both their childhood and present symptoms of ADHD. Ratings at the marginal and minimal ranges are not indicative of clinically significant issues. Ratings of mild, moderate, and/or severe indicate the severity of clinically significant impairment. Rating his childhood, Adam reported severe symptoms of inattention and hyperactivity/impulsivity. Rating his current functioning, he endorsed severe symptoms of hyperactivity and impulsivity and moderate symptoms of inattention. These results suggest that Adam has experienced impairment related to inattention, hyperactivity, and impulsivity since early childhood.

Barkley Deficits in Executive Functioning Scale – Long Form: Self-Report (BDEFS-LF:SR)

Adam next completed the BDEFS-LF:SR, a scale for evaluating dimensions of executive functioning, including capacities involved in time management, organization and problem solving, self-restraint, self-motivation, and self-regulation of emotions. Ratings at the marginal and minimal ranges are not indicative of clinically significant issues. Ratings of mild, moderate, and/or severe indicate the severity of clinically significant impairment. On the overall ADHD-EF Index, Adam rated symptoms in the moderate range. Reviewing the individual scales on the BDEFS, he endorsed severe deficits in time management, moderate deficits in self-organization/problem solving, and mild deficits in self-restraint. Adam endorsed minimal deficits in emotional self-regulation and marginal deficits in self-motivation.

Social Responsiveness Scale – Second Edition: Self-Report (SRS-2: Self)

Adam completed the SRS-2: Self, a checklist of 65 questions that assesses social characteristics and skills. The SRS-2: Self provides an overall total score and scores on five subscales: social awareness (the ability to recognize social cues), social cognition (the interpretive aspects of reciprocal social behavior as well as sensory sensitivities), social communication (the expressive aspects of social interactions), social motivation (the desire to interact with others), and repetitive mannerisms (stereotypical or restricted behaviors/interests). Scores in the mild range are indicative of clinically significant deficiencies that may be associated with mild autism spectrum disorder (ASD), attention-deficit/hyperactivity disorder (ADHD), anxiety disorders, or cognitive limitations. Scores in the moderate to severe range are indicative of more substantial social difficulties suggestive of ASD, a social communication disorder, or other developmental/intellectual/learning disorders.

Adam rated himself in the severe range on the overall SRS-2 scale (Total = $\geq 90T$). On the individual scales, he reported severe elevations related to repetitive mannerisms (RRB = $\geq 90T$), social communication (COM = 87T), social cognition (COG = 84T), and social motivation (MOT = 74T), along with a moderate elevation related to social awareness (AWR = 72T).

Barkley Functional Impairment Scale – LF: Self-Report (BFIS-LF:SR)

The BFIS-LF:SR is a rating scale designed to measure perceptions of an individual's functional effectiveness in meeting the demands of daily life. Specific areas of daily life assessed by this measure include homemaking, employment, social functioning, community activities, education, intimate relationships, money management, driving abilities, daily responsibilities, self-care routines, health maintenance, and child-rearing. In scoring the BFIS-LF:SR, there is a Mean Impairment Score (MIS) that indicates a percentile of global impairment. Additionally, each of the items is scored to assess specific areas of greater or lesser impairment.

Adam responded to 11 of the 15 items. His overall MIS's (7.9, 99th percentile) suggests that he perceives severe impairment in functioning. He rated severe impairment related to vocational performance, community activities, friendships, general social functioning, education, and financial management and moderate impairment related to household management, driving, management of daily responsibilities, health maintenance, and self-care. He did not rank: child-rearing responsibilities, sexual functioning, romantic relationships, or home life.

Screen for Adult Anxiety Related Disorders (SCAARED)

Adam completed the SCAARED, a 44-item, self-report measure that screens for generalized anxiety, social anxiety, somatic symptoms of anxiety (or panic), and separation anxiety. His total score of 50 was above the cutoff score (≥ 23) that is indicative of the possible presence of one or more anxiety disorders. Adam rated significant elevations on the subscales for generalized anxiety, social anxiety, and somatic symptoms/panic.

Patient Health Questionnaire (PHQ-9)

Adam also completed the PHQ-9, a 9-item, self-report instrument for screening, diagnosing, monitoring, and/or measuring the severity of depression. His total score of 8 is indicative of the presence of mild symptoms of depression.

PTSD Checklist for DCM-5 (PCL-5)

The PCL-5 is a 20-item self-report measure that assesses the presence and severity of posttraumatic stress disorder (PTSD) symptoms in the past month. Items on the PCL-5 correspond with DSM-5 criteria for PTSD. Respondents are asked to rate how bothered they have been by each of the items in the past month on a 5-point Likert scale ranging from 0-4. Items are summed to provide a total severity score (range = 0-80). Research suggests that a PCL-5 score between 31-33 is indicative of probable PTSD across samples. Adam's total severity score on this measure was 73, which is well above the cutoff and indicates that he likely meets the criteria for PTSD.

Cognitive Measures

Wechsler Abbreviated Scale of Intelligence – Second Edition (WASI-II)

		Composite	
	<u>T-Score</u>	<u>Score</u>	<u>Percentile</u>
Vocabulary	64	119	90
Similarities	60	120	91
Block Design	69	122	93
Matrix Reasoning	60		

The WASI-II is an abbreviated version of a "full scale IQ test" and is designed to provide a broad screen of intellectual functioning. On this administration, Adam obtained a Full-4 IQ of 122, which falls in the Very High range of overall cognitive ability. This score is a composite of his Verbal Comprehension and Perceptual Reasoning scores of 119 and 120, respectively. His perceptual abilities fell in the Very High range, and his verbal abilities fell in the High Average range. Examining the individual subtests, Adam displayed no relative strengths or weaknesses.

Conners Continuous Performance Test – Third Edition (CPT-3)

Adam was administered the CPT-3. This computerized inventory assesses variables pertaining to an individual's attentiveness, impulsivity, sustained attention, and vigilance. Adam's profile contained one atypical t-scores (out of nine). Specifically, his profile of scores and response pattern gave some indication of inattentiveness, based on his high rate of incorrect responses to non-target items (Commissions).

DSM-5-TR DIAGNOSTIC IMPRESSIONS

F84.0	Autism Spectrum Disorder, Level 1 Without language impairment Without intellectual impairment
F90.2	Attention-Deficit/Hyperactivity Disorder, Combined Presentation
F41.1	Generalized Anxiety Disorder, with Social Anxiety
F43.10	Posttraumatic Stress Disorder

CONCLUSIONS/RECOMMENDATIONS

Adam participated in this evaluation to obtain objective psychological data regarding his mental health functioning. He appeared to give good effort during the cognitive tasks. He also seemed to respond in a candid and reasonable manner during the interview and on most of the norm-referenced inventories, though he responded negatively on the PAI. The accumulated testing data can be considered interpretable, with some caution.

- Regarding test validity, it is emphasized that the following conclusions are based on information obtained solely from Adam. This examiner did not collect collateral information. Therefore, as with any evaluation based on self-reported data, these conclusions and recommendations may be subject to change in the future based on new information.
- The accumulation of testing data indicates that Adam appears to meet the criteria for a diagnosis of autism spectrum disorder (ASD), level one. Adam rated himself in the moderate or severe range on the overall SRS-2: Self scale and all of the individual scales. Adam described a history of experiencing social-emotional reciprocity, social communication, and friendships in a manner consistent with autism. He also endorsed a history of repetitive/stereotypical speech or behaviors, strongly preferring or needing familiarity and/or adherence to routines and certain ways of doing things, having hyper- or hypo-reactivity to sensory input, having intense, specific interests, and engaging in masking behaviors.
- The accumulation of testing data indicates that Adam meets the criteria for a diagnosis of attention-deficit hyperactivity disorder (ADHD), combined presentation. He reported notable concerns indicative of inattention, hyperactivity, impulsivity, and other deficits in executive functioning during his interview. Though he performed well on the CPT-3 in a quiet setting with minimal distractions, his performance still gave some indication of inattention. Adam's report on the surveys and presentation during testing were also consistent with this diagnosis.
 - Adam is encouraged to seek out information regarding the behavioral management of ADHD through readings such as Dr. Russell Barkley's "Taking Charge of Adult ADHD" or through CHADD's National Resource Center on ADHD (<http://www.chadd.org/NRC.aspx>).
- The accumulation of testing data also indicates that Adam appears to meet the criteria for a diagnosis of generalized anxiety disorder, with social anxiety. He endorsed impairment related to elevated anxiety that has been present for years, including associated symptoms of irritability, restlessness and difficulty focusing, disturbed sleep, low energy, and physical tension. He further endorsed significant

social anxiety that leads to avoidance behaviors. His profiles on the norm-referenced inventories were generally consistent with these diagnoses.

- Adam's report during his clinical interview and on the norm-referenced inventories indicates a history of trauma beginning in childhood, as well as a series of acute traumas in January 2025. He reported continued distress due to the cascade of events set in motion by losing his job, including losing friendships and experiencing housing/food insecurity. Adam endorsed symptoms of intrusion and negative alterations in cognition and mood. Overall, he appears to meet the criteria for a diagnosis of posttraumatic stress disorder (PTSD). Adam's other difficulties must be viewed through a trauma-sensitive lens, and he will need trauma-focused therapy to address his difficulties.
 - It is also noted that the experience of reaching adulthood with unidentified autism creates a particular type of trauma that creates a cascading impact on someone's perception of the world, their expectations of and ways of relating to others, and their views of themselves and their future.
- Adam's overall cognitive abilities fell in the Very High range on the WASI-II. He demonstrated High Average abilities in Verbal Comprehension and Very High abilities in Perceptual Reasoning.
- Recommendations to address Adam's difficulties are as follows:
 - Adam should review the present evaluation with his primary care provider. These results should be utilized to facilitate treatment planning.
 - Adam is strongly encouraged to resume participating in therapy. If needed, suitable referrals include the providers at Carolina Behavioral Treatment (803-393-5420), Post Trauma Resources (803-765-0700), and LifeStance Health (803-699-8887). These results should be shared with future providers to facilitate case conceptualization and treatment planning.
- Adam may also wish to consider services specifically available for adults with autism, such as those offered and recommended by the SC Autism Society (803-750-6988). He and his loved ones are strongly encouraged to learn as much as possible about ASD through resources such as the book, *NeuroTribes* by Steve Silberman. Resources can be found through the Autistic Self-Advocacy Network (<https://autisticadvocacy.org>) such as a free, downloadable book called *Welcome to the Autistic Community*, or through the community found at <https://neurospicycommunity.com>. Another great book for newly diagnosed autistic adults is *Knowing Why: Adult-Diagnosed Autistic People on Life and Autism*, an anthology published by The Autistic Press. Finally, the following guide (from <https://autismwales.org>) provides advice and tips for managing autism in everyday life, from autistic folks: [Autism: A Guide for Adults Following Diagnosis](#)



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