

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

IN THE COURT OF COMMON PLEAS

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

Plaintiff,

Case No.: 2025-CP-23-

v.

SUMMONS

Adam Matthew Steinberger,

Defendants.

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer to the Complaint upon the undersigned subscriber at their office at 800 E. North Street, Greenville, SC 29601, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted this Tuesday, August 12,
2025.

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/W. Christopher Schwartz

M. Stokely Holder (SC Bar #73892)

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**STATE OF SOUTH CAROLINA
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Linhart Realty Group, LLC d/b/a RE/MAX
Results,

Plaintiff,

v.

Adam Matthew Steinberger,

Defendant.

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COMPLAINT
(Jury Trial Requested)

COMES NOW, Plaintiff Linhart Realty Group, LLC d/b/a RE/MAX Results, by and through his undersigned counsel, complaining of the above-named Defendant, would respectfully show unto this Honorable Court as follows:

PARTIES, JURISDICTION, and VENUE

1. Plaintiff Linhart Realty Group, LLC d/b/a RE/MAX Results d/b/a RE/MAX Results is a North Carolina limited liability company which maintains an office and conducts business in Greenville County, South Carolina.
2. Defendant Adam Mathew Steinberger is an individual residing in a state other than the State of South Carolina.
3. The real property which is the subject of this action is located in Greenville County, South Carolina.
4. Jurisdiction is proper in this Court pursuant to the South Carolina Code of Laws and the South Carolina Rules of Civil Procedure. Furthermore, venue is proper in this Court because Plaintiff maintains an office and conducts business in Greenville County, South Carolina, and a substantial part of the events giving rise to this lawsuit occurred in Greenville County, South Carolina.

FACTUAL ALLEGATIONS

5. Defendant is the owner of certain real property located at 236 Tippin Trail, Travelers Rest, South Carolina 29690 (the “Property”).

6. On or about February 18, 2025, Plaintiff and Defendant entered into an Exclusive Right to Sell Agreement/Listing Agreement to list the Property for sale (the “Listing Agreement”), with brokerage firm Linhart Realty Group, LLC d/b/a RE/MAX Results, and R. Jackson Batson, as listing agent.

7. A true and accurate copy of the Listing Agreement is attached as **Exhibit A** to this Complaint and is hereby incorporated by reference.

8. On February 22, 2025, at 12:10 AM the MLS listing for the Property went live; officially offering the Property for sale pursuant to the Listing Agreement.

9. Later that same day, February 22, 2025, Plaintiff’s listing agent was contacted by potential buyer Jim Sakorafos and Nickoletta Sakorafos (the “Sakorafos” or the “Buyers”) concerning the listing for the Property.

10. Plaintiff scheduled a showing of the Property for the Sakorafos at noon on February 22, 2025, and informed Defendant of the same.

11. Later that same day Plaintiff’s listing agent conveyed an offer from the Sakorafos to Defendant for the sale of the Property (the “Buyers’ Offer”). Plaintiff’s agent informed Defendant that the Buyers’ Offer included the following terms:

- a. Cash buyer;
- b. Willing to pay just below Defendant’s requested asking price (\$299,000.00);
- c. A seven (7) day due diligence period;
- d. A thirty (30) day closing deadline; and

- e. Notice to Defendant that in this offer Plaintiff would be acting in a dual agency capacity.

12. After Plaintiff's listing agent conveyed the Buyers' Offer to Defendant, Defendant replied "Yes, let's do it!" Defendant's response constitutes acceptance of the Buyers' Offer. Plaintiff's acceptance was later memorialized by his signature on the Purchase Contract.

13. On February 22, 2025, the Sakorafos and Defendant initiated a Dual Agency Agreement with Plaintiff, whereby the parties agreed that Plaintiff would act as a dual agent for the Sakorafos, as the buyers, and Defendant, as the seller.

14. Pursuant to the Dual Agency Agreement, R. Jackson Batson, as a licensed associate of the Plaintiff, showed the Property to the Sakorafos.

15. On February 22, 2025, Defendant, as seller, and James Sakorafos and Nickoleta Sakorafos (the "Buyers"), as buyer, entered into an "Agreement/Contract to Buy and Sell Real Estate (Residential)" for the real property located at 236 Tippin Trail, Travelers Rest, South Carolina 29690 ("Purchase Contract"). A true and accurate copy of the Purchase Contract is attached as **Exhibit B** to this Complaint and is hereby incorporated by reference.

16. Pursuant to the terms of the Dual Agency Agreement, both to the Sakorafos, as buyers, and Defendant, as the seller, were represented by Plaintiff, as dual agent, in the negotiation of the Purchase Contract and throughout the transaction.

17. The Listing Agreement states in part: "The brokerage fee shall be earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner."

18. Defendant is the "Owner" under the Listing Agreement.

19. Plaintiff, acting through its associated licensee, R. Jackson Batson, introduced the Buyers to the Property, negotiated the Purchase Contract, documented the transaction, facilitated

and negotiated inspections and facilitated other pre-closing duties on behalf of the parties. Pursuant to the express terms of the Listing Agreement, Plaintiff earned the brokerage commissions when Defendant signed the Purchase Contract with the Buyers.

20. On March 7, 2025 all parties to the Purchase Contract agreed to schedule the closing date for the sale of the Property for March 14, 2025.

21. On March 13, 2025, the day prior to the anticipated closing, Defendant abruptly informed Plaintiff and the Buyers that he would not close on the Property.

22. Plaintiff's right to its commission was not defeated by Defendant's failure or refusal to consummate the Purchase Contract.

23. The full amount of commission earned by Plaintiff under the Listing Agreement is 6.00% of the gross sales price, or \$17,400.00.

24. Despite demand by Plaintiff, Defendant has failed to pay the balance of commission due and owing under the Listing Agreement in the amount of \$17,400.00.

25. Pursuant to the Listing Agreement, Defendant agreed to pay all costs, including reasonable attorneys' fees, which may be incurred by Plaintiff in the collection of fees owed under the Agreement.

26. Following the dispute at the heart of this action, Defendant made numerous false allegations, complaints, and reports regarding Plaintiff's performance of its business duties ("Allegations").

27. Defendant knew that these false Allegations were untrue at the time of making said representations.

28. Despite Defendants knowledge of the falsity of the Allegations, he proceeded to publicize these Allegations to numerous sources causing untold damage to Plaintiffs reputation in the community.

29. Plaintiff has been damaged as a direct and proximate result of Defendant's making of the above-described false Allegations.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

30. Plaintiff incorporates the preceding paragraphs as if fully repeated herein.

31. Defendant has breached its obligation under the Listing Agreement to pay a commission of 6.00% commission to Plaintiff.

32. Plaintiff fully performed its obligations under the Listing Agreement.

33. Plaintiff has been damaged as a result of Defendant's breach.

34. As a result of Defendant's breach of the Listing Agreement, Plaintiff is entitled to recover actual damages, costs, and reasonable attorneys' fees.

FOR A SECOND CAUSE OF ACTION
(Unjust Enrichment)

35. Plaintiff incorporates the preceding paragraphs as if fully repeated herein.

36. Plaintiff conferred a benefit on Defendant by marketing the Property and obtaining a buyer for the Property, negotiating the Purchase Contract, and assisting the buyer and sellers in meeting contract terms and conditions pre-closing.

37. Defendant realized the benefit of having a buyer for the Property.

38. Defendant has retained such benefits under circumstances that make it inequitable for them to retain such benefit without paying for the value of such benefit.

39. Plaintiff is therefore entitled to recover from Defendant on the equitable theory of quantum meruit.

WHEREFORE, Plaintiff prays for the following relief:

- i. For actual damages in the amount of commission due to Plaintiff under the Listing Agreement;
- ii. Alternatively, for equitable monetary relief as a result of Defendant's unjust enrichment;
- iii. For pre-judgment interest from the date of the Purchase Contract to the date of judgment;
- iv. For an Order of this Court enjoining Defendant from engaging in the dissemination of the above-described defamatory statements; and requiring Defendant retract and/or resend any and all such statement(s) made to third parties, to the fullest extent possible;
- v. Costs of this action, including reasonable attorney's fees; and
- vi. Such other and further relief as this Court deems just and proper.

(Signature Page Follows)

Respectfully submitted this Tuesday, August 12, 2025.

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/W. Christopher Schwartz

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