

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS

LINHART REALTY GROUP, LLC
D/B/A RE/MAX RESULTS,

Plaintiff,

vs.

ADAM MATTHEW STEINBERGER,

Defendant/Counterclaimant.

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Case No. 2025-CP-23-05006

ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM

Defendant/Counterclaimant Adam Matthew Steinberger, proceeding pro se, hereby answers Plaintiff's Complaint, asserts affirmative defenses, and brings counterclaims against Plaintiff Jackson Batson as follows:

ANSWER

Defendant responds to the allegations in Plaintiff's Complaint as follows. Any allegation not specifically admitted is denied.

General Denial: Defendant denies each and every allegation in Plaintiff's Complaint except as specifically admitted herein.

Specific Admissions and Denials: Defendant admits that: (1) he owned the property located at 236 Tippin Trail, Travelers Rest, SC 29690; (2) Plaintiff Jackson Batson is a real estate agent with RE/MAX Results; (3) there were discussions regarding the sale of said property; (4) the parties entered into a purchase agreement; and (5) the transaction ultimately did not close. Defendant denies any liability to Plaintiff and denies all allegations of breach of contract or any other wrongdoing.

AFFIRMATIVE DEFENSES

Defendant asserts the following affirmative defenses to Plaintiff's claims:

**FIRST AFFIRMATIVE DEFENSE
(Contract Modification and Waiver)**

1. The parties entered into a purchase agreement that initially included a vehicle as part of the transaction terms.
2. Defendant subsequently requested to modify the agreement by substituting a cash payment in lieu of the vehicle. Plaintiff agreed to this modification and confirmed in

writing via text message that \$17,318.14 in cash "without car" would be sufficient to close the transaction. See Exhibit A.

3. This modification was corroborated by Plaintiff's closing attorney, Courtney Laws. See Exhibit A.
4. Based on Plaintiff's written confirmation of the modified terms, Defendant sold the vehicle to a third party in reasonable reliance on the agreed-upon modification.
5. By agreeing to the contract modification, Plaintiff waived any right to claim damages based on the original vehicle requirement. Plaintiff's subsequent claim for damages is barred by this waiver and the parties' mutual agreement to modify the contract terms.

SECOND AFFIRMATIVE DEFENSE (Estoppel)

6. Plaintiff is estopped from asserting claims against Defendant based on the failure of this transaction because Plaintiff's own representations and conduct induced Defendant's reliance. See Exhibit A.
7. Plaintiff confirmed in writing that the transaction could proceed with a cash payment of \$17,318.14 in lieu of the vehicle, and Defendant reasonably relied on this representation to his detriment by selling the vehicle to a third party. See Exhibit A.
8. Plaintiff cannot now take a position inconsistent with his prior written representations. Equitable estoppel bars Plaintiff's claims.

THIRD AFFIRMATIVE DEFENSE (Failure of Consideration / Buyers' Refusal to Perform)

9. The transaction failed due to the prospective buyers' refusal to perform under the modified contract terms, not due to any breach by Defendant. See Exhibit B.
10. Buyer Nickie Sakorafos, whom Plaintiff represented as their agent, communicated in writing: "We are no longer legally bound to continue with the purchase of the home" and "We will need to cancel our travel arrangements and move on with another property." See Exhibit B.
11. The buyers' unequivocal refusal to proceed constituted a failure of consideration that excused Defendant's performance. Any damages Plaintiff suffered resulted from his own clients' decision to refuse performance, not from any action or inaction by Defendant.

FOURTH AFFIRMATIVE DEFENSE (No Commission Owed - Buyers Refused Performance)

12. Plaintiff's commission claim fails under the express terms of the Listing Agreement (Form 220, Section 2A), which provides that commission is owed if "Owner shall fail or refuse to complete the sale."
13. Here, Defendant did not fail or refuse to complete the sale. Instead, the prospective buyers refused to perform under the modified contract terms, stating in writing: "We are no longer legally bound to continue with the purchase of the home" and "We will need to cancel our travel arrangements and move on with another property." See Exhibit B.
14. After the buyers' unequivocal refusal to proceed, Defendant released them from the contract by stating: "If you are no longer interested in the sale you are welcome to

cancel the contract." See Exhibit C. This constituted a mutual termination of the contract after the buyers had already refused performance.

15. Because the transaction failed due to the buyers' refusal to perform, not due to any refusal or failure by Defendant, no commission is owed under the Listing Agreement. The commission obligation is triggered only when the seller refuses to complete the sale, which did not occur here.
16. The buyers' subsequent attempt to rescind their refusal and proceed with closing on materially different terms (demanding \$21,999.64 instead of the agreed-upon \$17,318.14) does not revive the terminated contract or create a commission obligation. See Exhibit D.

FIFTH AFFIRMATIVE DEFENSE (Lack of Proximate Cause)

17. Plaintiff cannot establish that Defendant's conduct was the proximate cause of any damages Plaintiff allegedly suffered. See Exhibits B and C.
18. The transaction failed due to the intervening decision of the buyers to refuse performance under the modified contract terms, followed by the mutual agreement to terminate the contract. These events broke any causal chain between Defendant's actions and Plaintiff's alleged damages. See Exhibits B and C.

SIXTH AFFIRMATIVE DEFENSE (Unclean Hands)

19. Plaintiff comes to this Court with unclean hands and is therefore barred from seeking equitable relief.
20. Plaintiff used pressure tactics to induce Defendant into the transaction, including making statements about foreclosure consequences ("If it goes to foreclosure it stays on credit 8 years") that were designed to exploit Defendant's vulnerable financial situation. See Exhibit A.
21. Plaintiff served as a dual agent representing both Defendant and the buyers, creating inherent conflicts of interest that Plaintiff failed to properly manage. Plaintiff's own misconduct contributed to the transaction's failure.

SEVENTH AFFIRMATIVE DEFENSE (Fraud and Misrepresentation)

22. Plaintiff made material misrepresentations to Defendant regarding the transaction terms and the consequences of not proceeding with the sale. See Exhibit A.
23. Plaintiff engaged in pressure tactics, agreed to modify the contract to accept cash in lieu of the vehicle, then after Defendant sold the vehicle in reliance on Plaintiff's confirmation, Plaintiff's buyer clients refused to proceed and later attempted to impose new terms requiring \$21,999.64 instead of the agreed-upon \$17,318.14. See Exhibits A and D.
24. Defendant reasonably relied on Plaintiff's representations regarding the modified contract terms to his detriment. Plaintiff's conduct bars his claims and provides grounds for Defendant's counterclaims.

**EIGHTH AFFIRMATIVE DEFENSE
(Breach of Fiduciary Duty by Plaintiff)**

25. Plaintiff owed Defendant a fiduciary duty as his real estate agent and dual agent in this transaction.
26. Plaintiff breached this fiduciary duty by: (a) failing to properly advise Defendant regarding the unusual terms of the transaction; (b) failing to adequately manage the conflicts inherent in the dual agency relationship; (c) agreeing to modify the contract then allowing his buyer clients to refuse performance; and (d) using pressure tactics to induce Defendant into an agreement that was not in Defendant's best interests. See Exhibits A, B, and C.
27. Plaintiff's breach of fiduciary duty bars his claims and supports Defendant's counterclaims.

**NINTH AFFIRMATIVE DEFENSE
(Exploitation of Disability)**

28. Defendant was officially diagnosed with AuDHD (combined autism spectrum disorder and attention deficit hyperactivity disorder) on October 21, 2025. See Exhibit F.
29. At the time of the transaction, Defendant's undiagnosed and untreated condition made him particularly vulnerable to pressure tactics, rushed document signing, and complex financial arrangements that he did not fully understand.
30. Plaintiff, as a licensed real estate professional, knew or should have known that Defendant was in a vulnerable position and took advantage of this vulnerability by rushing Defendant through "a slew of paperwork" and pressuring Defendant into an unusual transaction arrangement. See Exhibit A.
31. Under principles of equity and public policy, Plaintiff should be barred from recovering damages arising from a transaction in which he exploited a vulnerable individual with a cognitive disability.

COUNTERCLAIM

Defendant/Counterclaimant Adam Matthew Steinberger brings this Counterclaim against Plaintiff/Counterdefendant Jackson Batson and alleges as follows:

BACKGROUND ALLEGATIONS

1. Counterclaimant owned the property located at 236 Tippin Trail, Travelers Rest, SC 29690 and was facing financial difficulties related to the mortgage on said property.
2. Counterdefendant Jackson Batson is a licensed real estate agent with RE/MAX Results who approached Counterclaimant regarding the sale of the property.
3. Counterdefendant served as a dual agent, representing both Counterclaimant as seller and prospective buyers in the transaction.
4. Counterdefendant used pressure tactics on Counterclaimant, including making statements such as "If it goes to foreclosure it stays on credit 8 years," to induce Counterclaimant to enter into an unusual transaction arrangement that included a "commuter car" as part of the deal. See Exhibit A.

5. Counterclaimant was rushed through signing "a slew of paperwork" and did not fully understand all the implications of the complex arrangement due to his undiagnosed cognitive disability.
6. Counterclaimant subsequently requested to modify the agreement by substituting cash payment in lieu of the vehicle. Counterdefendant agreed to this modification and confirmed in writing that "\$17,318.14 due without car" would close the transaction. See Exhibit A.
7. This modification was corroborated by Counterdefendant's closing attorney, Courtney Laws. See Exhibit A.
8. Based on Counterdefendant's written confirmation, Counterclaimant sold the vehicle to a third party.
9. When issues arose regarding the vehicle sale, Counterdefendant expressed surprise and anger ("You sold the car??"), despite having previously confirmed in writing that cash could be substituted. See Exhibit A.
10. When the buyers learned of the vehicle sale, they refused to proceed, stating "We are no longer legally bound to continue with the purchase of the home." See Exhibit B.
11. Counterclaimant responded by releasing the buyers from the contract, stating "If you are no longer interested in the sale you are welcome to cancel the contract." See Exhibit C.
12. The buyers subsequently attempted to rescind their refusal and demanded \$21,999.64 at closing: a sum significantly greater than the \$17,318.14 previously confirmed by Counterdefendant. See Exhibit D.
13. The transaction failed due to the buyers' refusal to proceed under the modified terms and their subsequent attempt to impose new, more onerous conditions, not due to any breach by Counterclaimant.
14. Counterclaimant has since been diagnosed with AuDHD (combined autism and ADHD), a cognitive disability that made him particularly vulnerable to Counterdefendant's pressure tactics and unable to fully comprehend the complex and unusual terms of the transaction. See Exhibit F.
15. As a result of Counterdefendant's misconduct, Counterclaimant has suffered damages including emotional distress, the burden of this litigation, and harm to his financial situation and credit.

COUNT I - FRAUD AND MISREPRESENTATION

16. Counterclaimant incorporates by reference all allegations set forth above.
17. Counterdefendant made material misrepresentations to Counterclaimant regarding: (a) the consequences of foreclosure; (b) the terms of the transaction; (c) the ability to modify the vehicle arrangement; and (d) the ability to close with a cash payment of \$17,318.14. See Exhibit A.
18. Counterdefendant confirmed in writing that \$17,318.14 would close the transaction, then after Counterclaimant relied on this representation by selling the vehicle, Counterdefendant failed to ensure his buyer clients honored the modified terms and later attempted to impose a \$21,999.64 cash requirement.
19. These representations were false or became false when Counterdefendant failed to honor them, and Counterdefendant knew or should have known they were false or unreliable at the time they were made.
20. Counterdefendant made these representations with the intent to induce Counterclaimant's reliance and to benefit himself through commission on the transaction.

21. Counterclaimant reasonably relied on these misrepresentations to his detriment by selling the vehicle to a third party.
22. As a direct and proximate result of Counterdefendant's fraud and misrepresentation, Counterclaimant has suffered damages.

COUNT II - BREACH OF FIDUCIARY DUTY

23. Counterclaimant incorporates by reference all allegations set forth above.
24. Counterdefendant, as Counterclaimant's real estate agent and dual agent, owed Counterclaimant a fiduciary duty of loyalty, care, disclosure, and good faith.
25. Counterdefendant breached this fiduciary duty by: (a) using pressure tactics; (b) rushing Counterclaimant through complex paperwork; (c) agreeing to modify the contract terms then failing to honor the modification; (d) failing to adequately manage conflicts in the dual agency relationship; (e) failing to ensure Counterclaimant understood the transaction; and (f) placing his own financial interests above Counterclaimant's interests. See Exhibits A, B, and C.
26. As a direct and proximate result of Counterdefendant's breach of fiduciary duty, Counterclaimant has suffered damages.

COUNT III - NEGLIGENCE AND PROFESSIONAL MALPRACTICE

27. Counterclaimant incorporates by reference all allegations set forth above.
28. As a licensed real estate professional, Counterdefendant owed Counterclaimant a duty to exercise reasonable care and skill in performing real estate services.
29. Counterdefendant breached this duty by negligently failing to: (a) properly document the contract modification; (b) clearly communicate and honor the agreed-upon cash substitution; (c) adequately advise Counterclaimant of his rights and obligations; (d) properly manage the dual agency conflicts; (e) ensure his buyer clients honored the modified terms; and (f) exercise reasonable professional judgment. See Exhibits A, B, C, D, and E.
30. As a direct and proximate result of Counterdefendant's negligence, Counterclaimant has suffered damages.

COUNT IV - UNDUE INFLUENCE AND EXPLOITATION

31. Counterclaimant incorporates by reference all allegations set forth above.
32. At the time of the transaction, Counterclaimant was in a vulnerable financial and mental state due to his undiagnosed AuDHD and financial difficulties. See Exhibit F.
33. Counterdefendant, as a professional with superior knowledge and bargaining power, exercised undue influence over Counterclaimant by using pressure tactics, rushing Counterclaimant through "a slew of paperwork," exploiting Counterclaimant's financial vulnerability, and inducing Counterclaimant to enter into an unusual transaction that Counterclaimant did not fully understand. See Exhibit A.
34. Counterdefendant's conduct constituted exploitation of a vulnerable individual with a cognitive disability who was unable to fully comprehend the complex terms and implications of the rushed transaction.
35. As a direct and proximate result of Counterdefendant's undue influence and exploitation, Counterclaimant has suffered damages.

PRAYER FOR RELIEF

WHEREFORE, Defendant/Counterclaimant Adam Matthew Steinberger respectfully requests that this Court:

- A. Dismiss Plaintiff's Complaint with prejudice;
- B. Enter judgment in favor of Defendant on Plaintiff's claims;
- C. Enter judgment in favor of Counterclaimant on all counts of the Counterclaim;
- D. Award Counterclaimant compensatory damages in an amount to be determined at trial;
- E. Award Counterclaimant punitive damages for Counterdefendant's willful and wanton misconduct;
- F. Award Counterclaimant costs and attorney's fees to the extent permitted by law;
- G. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

Adam Matthew Steinberger

Adam Matthew Steinberger, Pro Se
Defendant/Counterclaimant
236 Tippin Trail
Travelers Rest, SC 29690
(864) 517-4117
adam@matthewsteinberger.com

Dated: 11/09/2025

LINHART REALTY GROUP, LLC
D/B/A RE/MAX RESULTS,

Plaintiff,

VS.

Case No. 2025-CP-23-05006

ADAM MATTHEW STEINBERGER,

Defendant/Counterclaimant.

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of November, 2025, I served a true and correct copy of the foregoing **ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM** upon the attorney for Plaintiff by depositing the same in the United States Mail via Mailform.io, postage prepaid, addressed as follows:

W. Christopher Schwartz
HPL+P Law
P.O. Box 1804
Greenville, SC 29602

Adam Matthew Steinberger

11/09/2025

Adam Matthew Steinberger, Pro Se
Defendant/Counterclaimant
236 Tippin Trail
Travelers Rest, SC 29690
(864) 517-4117
adam@matthewsteinberger.com

EXHIBITS

Exhibit A: Text message communications with Jackson Batson, including confirmation that "\$17,318.14 due without car" would close the transaction

Exhibit B: Email from Nickie Sakorafos dated March 12, 2025, stating "We are no longer legally bound to continue with the purchase of the home"

Exhibit C: Email response from Adam Matthew Steinberger dated March 12, 2025, releasing buyers from contract

Exhibit D: Email thread dated March 13, 2025, showing buyers' attempt to proceed with different terms

Exhibit E: Email from Courtney Laws dated March 14, 2025, confirming buyers signed closing documents

Exhibit F: Psychological evaluation receipt from Comprehensive Psychological Services, LLC dated October 21, 2025, documenting AuDHD diagnosis

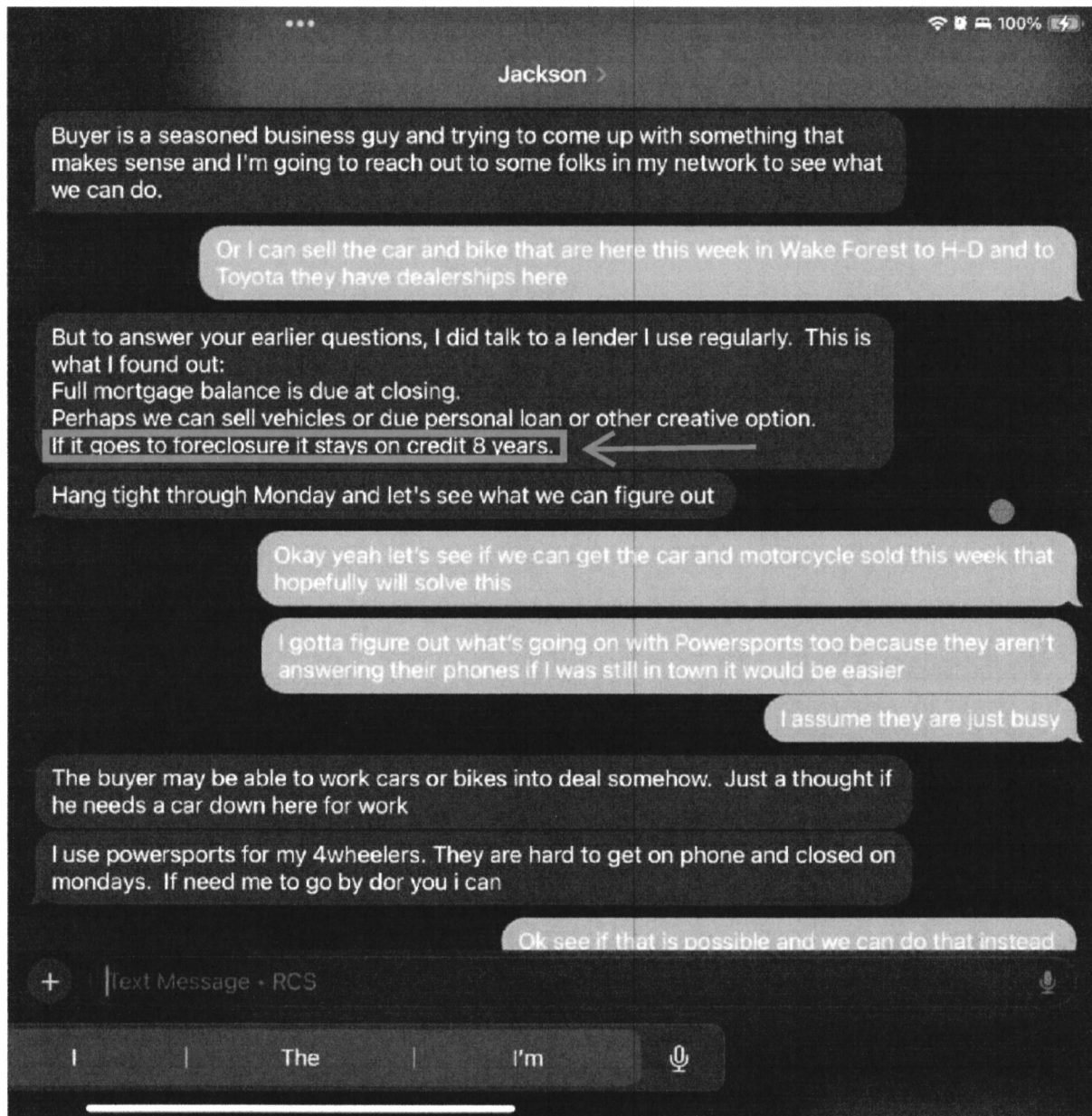


EXHIBIT A

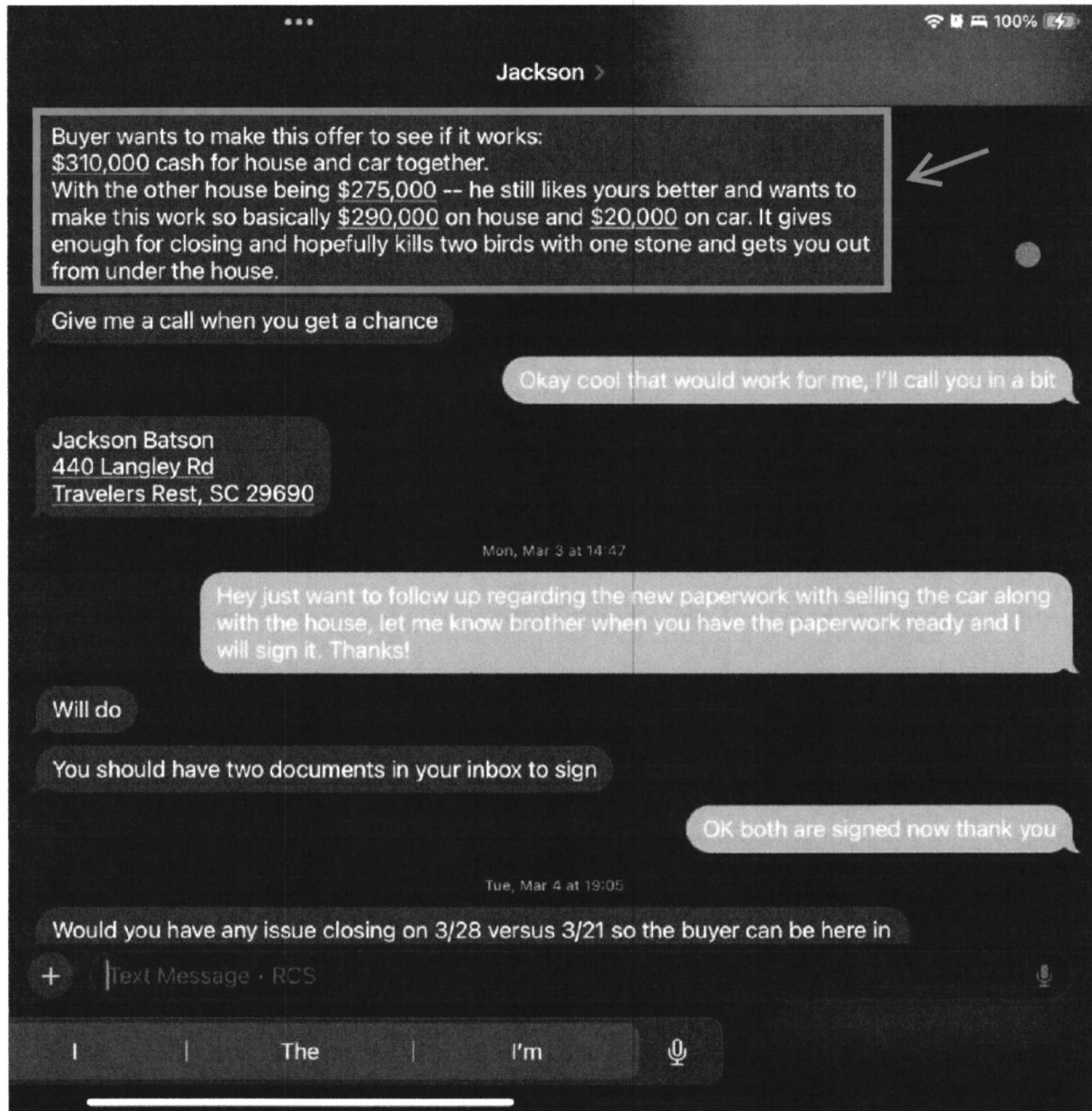


EXHIBIT A

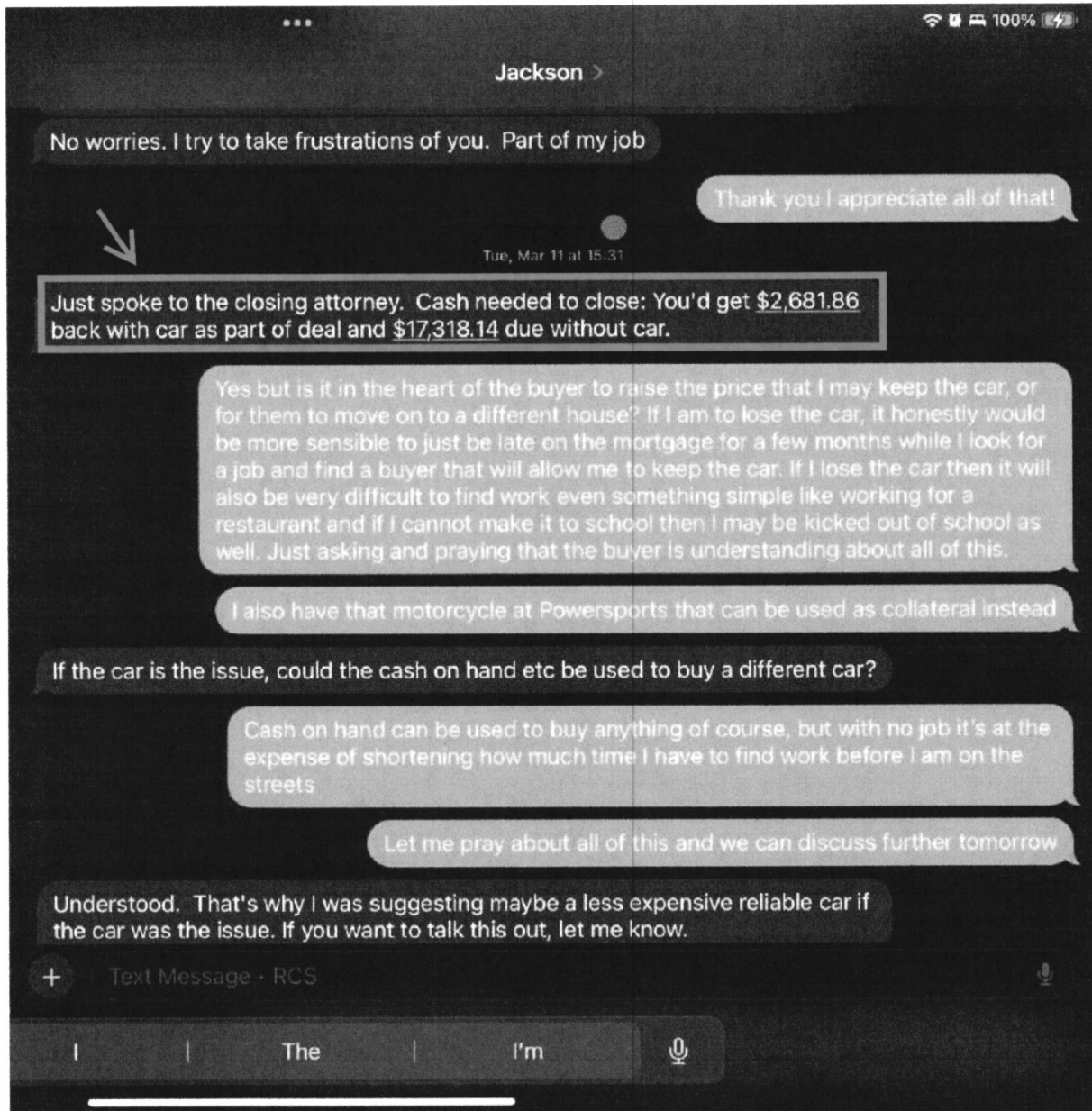


EXHIBIT A

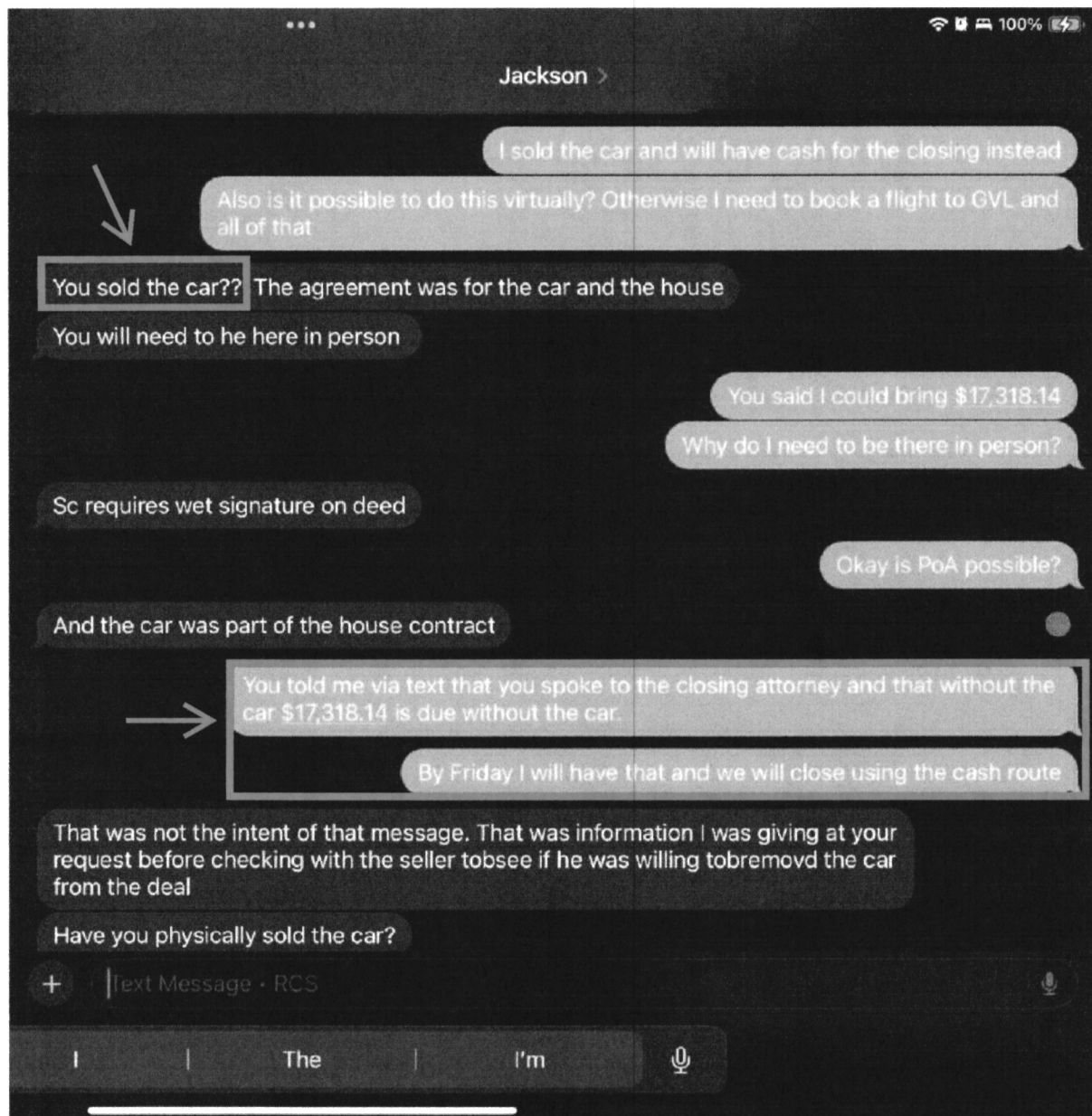


EXHIBIT A

From: Nickie Sakorafos nsakorafos@comcast.net
Subject: Re: 236 Tippin Trl Closing
Date: March 12, 2025 at 13:02
To: Adam Matthew Steinberger adam.steinberger@icloud.com
Cc: Jackson Batson jacksonbatsonrealtor@gmail.com, Sakorafos ICE Jsakorafos@gmail.com

Hi Adam,

This is Nickie Sakorafos, one of the buyers for your home and car. The deal was signed for the house and car at \$310,000. The car was not valued at \$20k for us, hence making the sale of the property \$290K. The value for us was in having the car bulked in with the sale of the house. You do understand that if you have sold the car, you have breached the contract? We are no longer legally bound to continue with the purchase of the home. We did not intend on offering \$290K for your house alone after the other listing came on the market at \$275K and continues to be available.

Please confirm this is what has transpired. We will need to cancel our travel arrangements and move on with another property.

Nickie

On Mar 7, 2025, at 4:01 PM, Adam Matthew Steinberger <adam.steinberger@icloud.com> wrote:

Hi Jackson,
11am would work well for me. Either time will work.

Thanks,
Adam Steinberger

On Mar 7, 2025, at 15:33, Nickie Sakorafos <nsakorafos@comcast.net> wrote:

Hi Jackson,

We would prefer the 11am appointment

Thank you,
Nickie

On Mar 7, 2025, at 3:31 PM, Jackson Batson <jacksonbatsonrealtor@gmail.com> wrote:

All,

We can do 11am or 1pm on the 14th. Please see below email and let me know what works best.

Thanks,

JACKSON BATSON,
REALTOR® | BROKER

RE/MAX Results

COVERING THE UPSTATE OF SOUTH CAROLINA: GREENVILLE, SPARTANBURG, ANDERSON, PICKENS, AND OCONEE COUNTIES

104 S. POINSETT HWY, TRAVELERS REST, SC 29690

864-420-4514

JACKSONBATSONREALTOR@GMAIL.COM

----- Forwarded message -----

From: **Jessica Ballew** <jessicab@lawsandlaws.com>
Date: Fri, Mar 7, 2025, 3:29 PM
Subject: Re: 236 Tippin Trl Closing
To: Jackson Batson <jacksonbatsonrealtor@gmail.com>
Cc: Courtney Laws <courtney@lawsandlaws.com>

Yes. We have an 11am or 1pm open on 3/14. What time would they prefer?

Jessica Ballew
Paralegal

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Real Estate/Sale of Business/Business Formation

8 Whitsett Street
Greenville, South Carolina 29601
Phone 864-370-9040
Fax 864-370-1281

EXHIBIT B

From: Adam Matthew Steinberger adam.steinberger@icloud.com
Subject: Re: 236 Tippin Trl Closing
Date: March 12, 2025 at 13:08
To: Nickie Sakorafos nsakorafos@comcast.net
Cc: Jackson Batson jacksonbatsonrealtor@gmail.com, Sakorafos ICE Jsakorafos@gmail.com



Yes, I did sell my car. Another buyer offered more than what you were able to provide for it and Jackson stated over text that cash could be provided instead according to the closing attorney. If you are no longer interested in the sale then you are welcome to cancel the contract and move on to another house. I will cancel my travel arrangements as well.

On Mar 12, 2025, at 13:02, Nickie Sakorafos <nsakorafos@comcast.net> wrote:

Hi Adam,

This is Nickie Sakorafos, one of the buyers for your home and car. The deal was signed for the house and car at \$310,000. The car was not valued at \$20k for us, hence making the sale of the property \$290K. The value for us was in having the car bulked in with the sale of the house. You do understand that if you have sold the car, you have breached the contract? We are no longer legally bound to continue with the purchase of the home. We did not intend on offering \$290K for your house alone after the other listing came on the market at \$275K and continues to be available.

Please confirm this is what has transpired. We will need to cancel our travel arrangements and move on with another property.

Nickie

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Thanks,
Adam Steinberger

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Hi Jackson,

We would prefer the 11am appointment.

Thank you,
Nickie

On Mar 7, 2025, at 3:31 PM, Jackson Batson <jacksonbatsonrealtor@gmail.com> wrote:

All,

We can do 11am or 1pm on the 14th. Please see below email and let me know what works best.

Thanks,

JACKSON BATSON,
REALTOR@I BROKER

RE/MAX Results

COVERING THE UPSTATE OF SOUTH CAROLINA: GREENVILLE, SPARTANBURG, ANDERSON, PICKENS, AND OCONEE COUNTIES

104 S. POINSETT HWY, TRAVELERS REST, SC 29690

864-420-4514

JACKSONBATSONREALTOR@GMAIL.COM

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To: Jackson Batson <jacksonbatsonrealtor@gmail.com>
Cc: Courtney Laws <courtney@lawsandlaws.com>

Yes. We have an 11am or 1pm open on 3/14. What time would they prefer?

Jessica Ballew
Paralegal

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Real Estate/Sale of Business/Business Formation

8 Whitsett Street

EXHIBIT C

From: Jessica Ballew jessicab@lawsandlaws.com
Subject: 236 Tippin Trail - Final HUD - 163949000
Date: March 13, 2025 at 11:12
To: adam@matthewsteinberger.com
Cc: jacksonbatson@remax.net

Hi Adam,

Please see attached two HUDs for the above property. We are under the impression that you may have sold the car. If you have not sold the car the first HUD will apply. If you have sold the car then the second HUD will apply.

→ If you bring the car to closing you will be receiving \$2,681.86 back. 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.

I know Courtney the attorney has left a message for you to give her a call back. Please call our office at (864) 370-9040 to go over this closing with her before tomorrow.

We look forward to seeing you tomorrow at 11 a.m. for the closing!

Have a great day!

Jessica Ballew
Paralegal

Real Estate/Sale of Business/Business Formation

Laws & Laws

YOUR ATTORNEYS FOR REAL ESTATE
YOUR ATTORNEYS FOR LIFE

8 Whitsett Street
Greenville, South Carolina 29601
Phone 864-370-9040
Fax 864-370-1281
jessicab@lawsandlaws.com



Please visit us at our website www.lawsandlaws.com.

*****PLEASE SEND ALL CLOSING DOCUMENT PACKAGES TO
JESSICAB@LAWSANDLAWS.COM*****

IMPORTANT NOTICE:

Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. THANK YOU!

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail and/or its attachments is strictly prohibited.

Sent from Qualia

Seller's 2010 HUD-1 - With Car
.pdf



Seller's 2010 HUD-1 - Without Car
.pdf



EXHIBIT D

From: Adam Matthew Steinberger adam.steinberger@icloud.com
Subject: Re: 236 Tippin Trail - Final HUD - 163949000
Date: March 13, 2025 at 13:30
To: nsakorafos nsakorafos@comcast.net
Cc: courtnay@lawsandlaws.com, Jackson Batson jacksonbatsonrealtor@gmail.com, Sakorafos ICE Jsakorafos@gmail.com



In response to your email I want to be clear that I responded immediately after your request for confirmation of the car being sold in which you stated you would be canceling your travel plans and moving on to another property. Per your email at 1:02PM yesterday I responded at 1:08PM confirming what had transpired as requested and you wrote that you would cancel your travel arrangements and move on with another property.

On Mar 13, 2025, at 13:10, nsakorafos <nsakorafos@comcast.net> wrote

Copying Jim.

On Mar 13, 2025, at 1:05 PM, nsakorafos <nsakorafos@comcast.net> wrote:

We appreciate you finally responding with your intentions.

We are planning to attend closing with funding, upholding our end of the legal contract.

We have sought litigation from Verner and Segura to represent us in resolving this matter. You should expect to hear from them shortly.

On Mar 13, 2025, at 12:49 PM, nsakorafos <nsakorafos@comcast.net> wrote:

Begin forwarded message:

From: Adam Matthew Steinberger <adam.steinberger@icloud.com>
Date: March 13, 2025 at 12:34:02 PM EDT
To: Jessica Ballew <jessicab@lawsandlaws.com>
Cc: jacksonbatson@remax.net, Nickie Sakorafos <nsakorafos@comcast.net>, Sakorafos ICE <jsakorafos@gmail.com>
Subject: Re: 236 Tippin Trail - Final HUD - 163949000

Per my previous emails, I have already canceled my traveled plans. I am seeking a release from representation by Jackson Batson immediately. Please return all earnest monies. I have not even signed agreement for dual representation in the first place. I do not feel that Jackson Batson's fiduciary duty to me is being upheld. False information as to the cost to close was provided via text, and I am not moving forward with the closing. I will not be present tomorrow at 11am.

The property at 39 Shager Pl is still available and is listed by Leanne Carswell (864) 895-9791. MLS #320656.

On Mar 13, 2025, at 11:12, Jessica Ballew <jessicab@lawsandlaws.com> wrote:

Hi Adam,

Please see attached two HUDs for the above property. We are under the impression that you may have sold the car. If you have not sold the car the first HUD will apply. If you have sold the car then the second HUD will apply.

If you bring the car to closing you will be receiving \$2,681.86 back. 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.

I know Courtney the attorney has left a message for you to give her a call back. Please call our office at (864) 370-9040 to go over this closing with her before tomorrow.

We look forward to seeing you tomorrow at 11 a.m. for the closing!

Have a great day!

Jessica Ballew
Paralegal
Real Estate/Sale of Business/Business Formation

Laws & Laws

YOUR ATTORNEYS FOR REAL ESTATE
YOUR ATTORNEYS FOR LIFE

8 Whitsett Street
Greenville, South Carolina 29601
Phone 864-370-9040
Fax 864-370-1281
jessicab@lawsandlaws.com



PROUDLY PROTECTED BY
CERTIFID

EXHIBIT D

From: nsakorafos nsakorafos@comcast.net
Subject: Re: 236 Tippin Trail - Final HUD - 163949000
Date: March 13, 2025 at 13:06
To: courtnay@lawsandlaws.com, Jackson Batson jacksonbatsonrealtor@gmail.com, Adam Matthew Steinberger adam.steinberger@icloud.com

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To: Jessica Ballew <jessicab@lawsandlaws.com>
Cc: jacksonbatson@remax.net, Nickie Sakorafos <nsakorafos@comcast.net>, Sakorafos ICE <jsakorafos@gmail.com>
Subject: Re: 236 Tippin Trail - Final HUD - 163949000

Per my previous emails, I have already canceled my traveled plans. I am seeking a release from representation by Jackson Batson immediately. Please return all earnest monies. I have not even signed agreement for dual representation in the first place. I do not feel that Jackson Batson's fiduciary duty to me is being upheld. False information as to the cost to close was provided via text, and I am not moving forward with the closing. I will not be present tomorrow at 11am.

The property at 39 Shager Pl is still available and is listed by Leanne Carswell (864) 895-9791. MLS #320656

On Mar 13, 2025, at 11:12, Jessica Ballew <jessicab@lawsandlaws.com> wrote:

Hi Adam,

Please see attached two HUDs for the above property. We are under the impression that you may have sold the car. If you have not sold the car the first HUD will apply. If you have sold the car then the second HUD will apply.

If you bring the car to closing you will be receiving \$2,681.86 back. 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.

I know Courtnay the attorney has left a message for you to give her a call back. Please call our office at (864) 370-9040 to go over this closing with her before tomorrow.

We look forward to seeing you tomorrow at 11 a.m. for the closing!

Have a great day!

Jessica Ballew
Paralegal
Real Estate/Sale of Business/Business Formation

Laws & Laws
YOUR ATTORNEYS FOR REAL ESTATE
YOUR ATTORNEYS FOR LIFE

8 Whitsett Street
Greenville, South Carolina 29601
Phone 864-370-9040
Fax 864-370-1281
jessicab@lawsandlaws.com



Please visit us at our website www.lawsandlaws.com.

*****PLEASE SEND ALL CLOSING DOCUMENT PACKAGES TO
JESSICAB@LAWSANDLAWS.COM*****

IMPORTANT NOTICE:

Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. THANK YOU!

EXHIBIT D

From: nsakorafos nsakorafos@comcast.net
Subject: Re: 236 Tippin Trail - Final HUD - 163949000
Date: March 13, 2025 at 15:57
To: Courtney Laws courtney@lawsandlaws.com
Cc: Adam Matthew Steinberger adam.steinberger@icloud.com, Jackson Batson jacksonbatsonrealtor@gmail.com, Sakorafos ICE jsakorafos@gmail.com

→ Jim and I intend to be there as planned. Thank you

On Mar 13, 2025, at 2:37 PM, Courtney Laws <courtney@lawsandlaws.com> wrote:

I'm advising both parties to seek legal counsel and cease communication, if we are not closing on the property tomorrow.

Warmest regards,

Courtney M. Laws
Managing Partner

Laws & Laws

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Real Estate/Sale of Business/Business Formation

8 Whitsett Street
Greenville, South Carolina 29601
Phone 864-370-9040
Fax 864-370-1281
courtney@lawsandlaws.com

Document Upload: <https://bracket.email/courtney>



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Trusted & Verified

EXHIBIT D

From: Courtney Laws courtnay@lawsandlaws.com
Subject: Closing- 236 Tippin Trail
Date: March 14, 2025 at 11:30
To: adam@matthewsteinberger.com
Cc: jacksonbatson@remax.net

Hi Adam,

I wanted to let you know that the buyers did come in and sign the closing documents. If you are able to close, I would recommend it. If you can't physically get to my office, we can send mail away documents. They would need to be wet signed in front of a notary public and a witness. We can include instructions for proper execution as well.

Please let me know.

Warmest regards,

Courtney M. Laws
Managing Partner

Laws & Laws

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8 Whitsett Street
Greenville, South Carolina 29601
Phone 864-370-9040
Fax 864-370-1281
courtnay@lawsandlaws.com

Document Upload: <https://bracket.email/courtnay>



Please visit us at our website www.lawsandlaws.com.

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are **EXHIBIT E** and sophisticated. Always independently confirm wiring instructions in a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. **THANK YOU!!**

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 F

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.

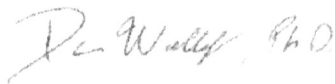
If you have any questions, please feel free to reach out to Dr. Woodlief's clinical assistant, Korinne, at the following email address:

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 F