

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

Plaintiff,

v.

Adam Matthew Steinberger,

Defendant.

IN THE COURT OF COMMON PLEAS

Case No: 2025-CP-23-05006

DEFENDANT'S SUPPLEMENTAL  
MEMORANDUM OF LAW IN SUPPORT  
OF MOTION TO DISMISS FOR ABUSE OF  
PROCESS

FILED: 26MAY11AM10:12  
COC JAY GRESHAM GVL SC



**DEFENDANT'S SUPPLEMENTAL MEMORANDUM OF LAW IN SUPPORT OF  
MOTION TO DISMISS FOR ABUSE OF PROCESS**

Defendant Adam Steinberger respectfully submits this supplemental argument in further support of his Motion to Dismiss for Abuse of Process. This argument proceeds in the alternative and is framed as a purely arguendo proposition: even accepting, for the sake of argument only, that the underlying contract was legally valid and enforceable, which Defendant expressly denies, and even accepting that Defendant bore any responsibility for the alleged breach, which Defendant likewise denies, Plaintiff's own conduct in bringing this lawsuit without first attempting mediation as expressly required by the parties' contract constitutes an independent violation of the very instrument Plaintiff seeks to enforce. This failure further demonstrates the retaliatory and procedurally improper character of this litigation.

**I. THE CONTRACT IMPOSED A MANDATORY DUTY TO ATTEMPT MEDIATION  
BEFORE SUIT**

Section 24 of the parties' Agreement/Contract to Buy and Sell Real Estate (Exhibit attached) states in relevant part:

*"Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or [www.NAR.REALTOR/policy/mediation](http://www.NAR.REALTOR/policy/mediation) or [www.screaltors.org/mediation](http://www.screaltors.org/mediation)."*

*"Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding."*

The plain language of this provision is unambiguous. It applies to "any dispute, claim, breach"; precisely the categories of grievance Plaintiff now asserts before this Court. The duty to attempt mediation survived closing. Compliance with this provision was a condition precedent to the commencement of adversarial legal proceedings.

## **II. NONE OF THE CONTRACTUAL EXCEPTIONS TO MEDIATION APPLY HERE**

Section 24 does enumerate a narrow set of circumstances in which a party may proceed to court without first attempting mediation. These exceptions are:

*“foreclosure, action to enforce a mortgage or deed of trust or ‘rent to own’ agreement, unlawful detainer action, file/enforce mechanic’s lien, probate issues, interpleader action on earnest money”*

*“filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies.”*

Plaintiff’s lawsuit fits none of these categories. Plaintiff filed a straightforward breach of contract and damages claim seeking monetary relief. This is not a foreclosure action, a mortgage enforcement proceeding, a rent-to-own dispute, an unlawful detainer action, a mechanics lien enforcement, a probate matter, or an interpleader on earnest money. Nor did Plaintiff seek any provisional remedy: no temporary restraining order, no injunction, no attachment, no receivership was requested or obtained. Plaintiff cannot credibly invoke the provisional remedies exception to justify bypassing mediation when the complaint itself seeks only compensatory damages on a breach of contract theory.

The contractual exceptions to mediation are listed exhaustively and must be read narrowly. Where parties have agreed to resolve disputes through a specified alternative process, courts enforce that agreement. Plaintiff chose litigation over mediation not because any applicable exception permitted it, but because litigation (with its attendant costs, public exposure, and procedural burdens) served a different purpose than dispute resolution.

## **III. PLAINTIFF’S BYPASS OF MEDIATION IS FURTHER EVIDENCE OF LAWFARE, NOT LEGITIMATE DISPUTE RESOLUTION**

Defendant has argued throughout these proceedings that this lawsuit constitutes lawfare: retaliatory litigation designed not to vindicate any genuine contractual right, but to punish Defendant for filing a regulatory complaint with the South Carolina Department of Labor, Licensing and Regulation (LLR Complaint No. 2025-167) against Plaintiff’s agent, Robert Jackson Batson of Linhart Realty Group LLC d/b/a RE/MAX Results. The mediation failure is consistent with and further confirms that characterization.

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 now characterizes its claim as. The National Association of REALTORS® mediation 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 difficult to explain except as a response to Defendant’s regulatory complaint rather than as genuine pursuit of a contract remedy. Where litigation is employed not as a last resort after good-faith dispute resolution efforts, but as a first strike intended to intimidate and burden the opposing party, it satisfies the definition of abuse of process.

#### **IV. THE ARGUENDO FRAMEWORK: PLAINTIFF VIOLATED THE CONTRACT PLAINTIFF SEEKS TO ENFORCE**

Defendant reiterates that the underlying contract is void and unenforceable as argued in his primary motion, and that Defendant bears no liability for any alleged breach. However, even if this Court were to accept Plaintiff's entire framing as true (that the contract was valid, that Defendant breached it, and that Plaintiff had a cognizable claim) Plaintiff would still have violated the very contract it seeks to enforce by filing this action without first attempting mediation.

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 alternative argument stands independently of Defendant's primary position and provides an additional, self-contained basis for dismissal or for a stay pending mandatory mediation.

#### **CONCLUSION**

For all of the foregoing reasons, in addition to the arguments set forth in Defendant's primary Motion to Dismiss for Abuse of Process, this Court should dismiss Plaintiff's Complaint. In the alternative, this Court should stay this action pending Plaintiff's compliance with the contractual mediation obligation set forth in Section 24 of the parties' agreement — the very contract Plaintiff purports to enforce.

Respectfully submitted,



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Date: 3/11/26

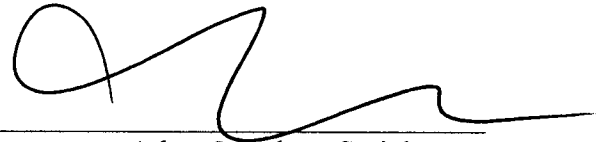
**CERTIFICATE OF SERVICE**

I hereby certify that on this 11 day of March, 2026, a true and correct copy of the foregoing Motion to Dismiss was served upon Plaintiff's counsel of record by depositing a copy thereof in the United States Mail, first-class postage prepaid, or by such other means as permitted by the South Carolina Rules of Civil Procedure, as addressed as follows:

W. Christopher Schwartz

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## EXHIBIT: DIRECT COPY/PASTE OF MEDIATION CLAUSE ON ILLEGAL CONTRACT

**24. MEDIATION:** To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party, Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or [www.NAR.REALTOR/policy/mediation](http://www.NAR.REALTOR/policy/mediation) or [www.screaltors.org/mediation](http://www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).