

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

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

Plaintiff,

v.

Adam Matthew Steinberger,

Defendant.

Case No: 2025-CP-23-05006

**DEFENDANT'S MEMORANDUM OF
LAW IN SUPPORT OF MOTION TO
DISMISS: PLAINTIFF'S FAILURE TO
MOUNT ANY SUBSTANTIVE DEFENSE
AND CHRONOLOGY OF MISSED
OPPORTUNITIES TO AVOID THIS
LITIGATION**

FILED: 26MAR12AM9:13
COC JAY GREENHAM OCL SC

I. INTRODUCTION

Defendant Adam Matthew Steinberger respectfully submits this memorandum to address a fundamental and dispositive deficiency in Plaintiff's conduct throughout these proceedings: at no stage has Plaintiff, Robert Jackson Batson, acting through the corporate vehicle of Linhart Realty Group, LLC d/b/a RE/MAX Results, 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 this proceeding.

This memorandum proceeds in two parts. Part I catalogs the complete chronological record of missed opportunities, each a documented juncture at which Plaintiff could have avoided this litigation, mitigated harm to Defendant, and satisfied his professional obligations under South Carolina law and the NAR Code of Ethics. Part II addresses the legal significance of Plaintiff's failure to substantively defend against Defendant's counterclaims and the inferences this Court may properly draw from that failure.

The record does not depict a career criminal engaged in a sophisticated scheme. It depicts a licensed real estate professional who identified what appeared to be an easy transaction with a vulnerable client, made a series of escalating professional errors and misrepresentations, and then, rather than accept responsibility and walk away, chose to weaponize the civil court system to suppress the consequences. That choice, and every choice Plaintiff made thereafter, is documented. And Plaintiff has answered none of it.

**II. CHRONOLOGICAL RECORD OF PLAINTIFF'S MISSED OPPORTUNITIES TO
AVOID THIS LITIGATION**

The following is a complete chronological account of every juncture at which Plaintiff could have acted consistent with his professional obligations, Defendant's interests, and basic

ethical conduct, and chose not to. Each item represents a decision point. Collectively, they constitute a pattern that is not the product of innocent professional error but of escalating choices, each of which compounded Defendant's harm and deepened Plaintiff's own legal exposure.

A. Before and During the Listing Agreement (February 2025)

1. Plaintiff could have **suggested Defendant wait for peak selling season**. Defendant contacted Plaintiff in mid-February 2025, the dead of winter. Plaintiff knew or should have known that listing in late spring would have yielded a materially higher sale price. Plaintiff did not suggest waiting. Plaintiff signed a listing agreement within days.

2. Plaintiff could have **advised Defendant to consider moving home, finding new employment, and attending seminary online**. Defendant disclosed acute financial distress, job loss, and educational obligations to Plaintiff at the outset. A fiduciary acting in a client's genuine interest would have explored all available options. Plaintiff offered none.

3. Plaintiff could have **declined a dual agency arrangement entirely**. Dual agency, in which a single agent represents both buyer and seller, is broadly regarded as taboo in the real estate profession precisely because of the irreconcilable conflict of interest it creates. Plaintiff had a personal contact available as the buyer. He proceeded with dual agency anyway, without prior written consent.

4. Plaintiff could have **disclosed the full identity and financial profile of the buyers**. The 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.

5. Plaintiff could have **obtained a signed Dual Agency Agreement before proceeding with any representation of both parties**. South Carolina law and NAR standards require prior written consent for dual agency. The Dual Agency Agreement was transmitted to Defendant unsigned. It was never executed. Plaintiff proceeded with the dual representation regardless.

6. Plaintiff could have **provided a lockbox to enable showings by other licensed agents**. The absence of a lockbox limits the property's exposure to other buyers and other agents, effectively protecting the exclusivity of a single buyer relationship. No lockbox was provided.

B. During the Transaction (February-March 2025)

7. Plaintiff could have **honored Defendant's original request to sell his vehicle independently**. Defendant asked to sell his car on his own terms and bring cash to closing. Plaintiff initially appeared to confirm this option in writing before repudiating it.

8. Plaintiff could have **provided written market justification for every asset valued in the transaction**. Plaintiff offered \$290,000 for the house and \$20,000 for Defendant's vehicle, without a single written appraisal, comparative market analysis, or valuation document for any of the three assets discussed (Defendant's property, the comparable property at \$275,000, or the

vehicle). Carvana had independently offered approximately \$21,800 for the vehicle at the same time. No justification was ever provided.

9. Plaintiff could have **confirmed the cash-to-close figure with the closing attorney before transmitting it to Defendant.** On March 11, 2025, Plaintiff transmitted a cash-to-close figure of \$17,318.14 to Defendant by text message. The closing attorney's HUD statement issued the same day showed the actual figure was \$21,999.64, a discrepancy of \$4,681.50, or 21.3%. Defendant sold his vehicle in direct reliance on Plaintiff's figure before the correct amount was known. Plaintiff later admitted in writing: "That was not the intent of that message."

10. Plaintiff could have **obtained the buyers' agreement to a modified cash-to-close arrangement before confirming it with Defendant.** When Defendant asked about bringing cash to close instead of the vehicle, Plaintiff transmitted a shortfall figure without confirming whether the buyers had agreed to modified terms. They had not. Plaintiff then expressed shock when Defendant relied on the figure and sold his vehicle.

11. Plaintiff could have **not asked Defendant to allow the buyers to move into the property before closing.** This request, that a seller permit buyers to take possession of a property before a closing that the seller was actively contesting, is irregular in the extreme and reflects a consistent pattern of prioritizing buyers' interests over those of Defendant.

C. After the Transaction Collapsed (March 2025)

12. Plaintiff could have **allowed the deal to fold cleanly once the buyers themselves confirmed they were no longer legally bound.** On March 12, 2025 at 1:02 PM, buyer Nickoleta Sakorafos sent a written email stating: "We are no longer legally bound to continue with the purchase of the home." Six minutes later, Defendant released the buyers. The buyers terminated first. Plaintiff never acknowledged this sequence and proceeded as though Defendant had unilaterally broken a valid contract.

13. Plaintiff could have **invoked the contractual mediation mechanism at the first sign of dispute.** Both the Exclusive Right to Sell Listing Agreement (Section 22) and the Purchase Contract (Section 24) contain express mandatory mediation provisions requiring the parties to attempt resolution through the NAR Dispute Resolution System before resorting to litigation. Plaintiff did not offer mediation. Plaintiff told Defendant to "contact an attorney" while fully aware that Defendant was in financial distress and could not afford legal representation.

14. Plaintiff could have **not arranged to fly the buyers from Boston to Greenville for a closing that Defendant had refused to attend.** Plaintiff told Defendant that in-person attendance at closing was required. The closing attorney subsequently contacted Defendant about completing a remote notarized signature from his address in Wake Forest, North Carolina, directly contradicting Plaintiff's earlier representation. Despite Defendant's refusal to attend, Plaintiff arranged for the buyers to travel to Greenville anyway.

15. Plaintiff could have **released Defendant from the Listing Agreement when requested.** Defendant made multiple requests to be released from representation after the transaction collapsed. Plaintiff refused. A fiduciary whose client no longer wishes to be

represented has an obligation to honor that wish, particularly when the refusal to release is accompanied by a continued failure to market the property effectively.

16. Plaintiff could have **returned Defendant's keys**. To date, Defendant has never received his keys back. Plaintiff retained possession of Defendant's property keys while simultaneously refusing to sell the property, refusing to release Defendant from representation, and allowing the mortgage to default.

17. Plaintiff could have **actively marketed the property to new buyers after the original sale collapsed**. Instead, Plaintiff continued listing and delisting the property while reportedly telling prospective buyers over the phone that the property was not available due to litigation, which was false, as no litigation had yet been filed at that point, only demand letters. Plaintiff held Defendant's property in a state of suspended marketing while simultaneously denying Defendant the ability to seek another agent.

18. Plaintiff could have **not suggested to the buyers that they pursue litigation against Defendant**. The buyers had themselves terminated the transaction in writing. Plaintiff's apparent encouragement of adversarial posture toward a seller who had been his own fiduciary client, and who had relied on him throughout the transaction, reflects a fundamental inversion of the agent's obligations.

D. After the LLR Complaint Was Filed (April 2025 Onward)

19. Plaintiff could have **cooperated with the SC LLR investigation rather than retaliating against it**. Defendant filed LLR Complaint No. 2025-167 on April 10, 2025. Rather than cooperate with the regulatory process designed to address exactly this kind of professional misconduct, Plaintiff filed a civil lawsuit four months later. The timing is documented. The sequence is not ambiguous.

20. Plaintiff could have **not demanded a public retraction of federally protected whistleblower communications as a condition of settlement**. Plaintiff's Prayer for Relief, paragraph (iv), contains an explicit demand that this Court order Defendant to retract all complaints filed against him. This demand is not a legitimate legal remedy. It is the use of civil litigation to extort the silence of a regulatory complainant. It implicates 18 U.S.C. § 1512(b)(3), 42 U.S.C. § 1985(2), and 42 U.S.C. § 3617.

21. Plaintiff could have **filed this action in his own name rather than behind a corporate entity**. Plaintiff filed this lawsuit under the name Linhart Realty Group, LLC d/b/a RE/MAX Results, while naming Defendant, a private individual, by his full legal name. This asymmetry serves the purpose of limiting Plaintiff's personal public exposure at precisely the moment his individual licensure is under disciplinary review. The Court should not permit a licensed agent to exploit his LLC as a shield against public accountability for his personally performed professional conduct.

22. Plaintiff could have **not used Defendant's religious identity and disability status as instruments of coercion in demand letters**. Plaintiff's counsel's demand letters incorporated religious content and references to Defendant's personal circumstances. These are not legal

arguments. They are social engineering tactics, the same tactics Plaintiff employed during the transaction itself.

23. Plaintiff could have **walked away from this litigation entirely**. At any point from August 2025 to the present, Plaintiff could have dismissed this action, offered mediation, or acknowledged the deficiencies in his conduct. He has done none of these things.

III. THE LEGAL SIGNIFICANCE OF PLAINTIFF'S FAILURE TO SUBSTANTIVELY DEFEND

A. Bare Denials Are Not a Defense

Plaintiff's Reply to Defendant's Counterclaims, filed December 9, 2025, consists of twenty-five numbered defenses. Without exception, each defense is either a bare denial ("Plaintiff denies the allegations") or a one-sentence legal label with no supporting facts whatsoever. 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 now 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.

B. The Motion to Suppress Testimony Is Itself Evidence of Lawfare

On March 2, 2026, four days after the SC LLR escalated LLR Complaint No. 2025-167 to its Office of Disciplinary Counsel on February 26, 2026, Plaintiff filed a motion to dismiss Defendant's most recent amendment to this Court. That amendment contains the complete eyewitness testimony of the events underlying both this civil action and the regulatory proceeding.

The timing of this motion is not coincidental. The LLR reviewed the same factual testimony Plaintiff now seeks to strike from this Court's record and found it sufficient to escalate to disciplinary proceedings. Plaintiff is asking this Court to purge from the record the very facts that caused a state regulatory body to advance toward discipline. That request is the definition of lawfare: the use of civil procedure not to advance a legitimate legal theory, but to shape the evidentiary landscape in a parallel proceeding where Plaintiff's license is at risk.

C. The Commission Claim Is Factually Unsustainable

Plaintiff's entire civil case rests on a claim for \$17,400 in commission (6% of \$290,000) on a transaction that never closed. The predicate for that claim fails on multiple independent grounds: the buyers terminated first in writing; the Dual Agency Agreement was never signed; the contractual mediation requirement was bypassed; and Plaintiff's own false cash-to-close representation was the proximate cause of the transaction's collapse. Plaintiff's commission calculation in the complaint itself (computing 6% of \$290,000 rather than \$310,000) constitutes a judicial admission that the vehicle was a separate component of the deal and that the real estate commission was calculated on the house alone.

In twenty-five affirmative defenses spanning ten pages, Plaintiff does not explain how a commission arises from a transaction that did not close, was not caused to fail by Defendant, and was preceded by buyers' written repudiation of their own legal obligations. Substantial performance, Plaintiff's Twenty-Second Defense, is not a theory that survives buyers' written termination, agent misrepresentation, and a mandatory mediation clause that was never invoked.

D. The Unclean Hands Defense Belongs to Defendant, Not Plaintiff

Plaintiff asserts unclean hands as his Eighth Defense against Defendant's counterclaims. This assertion inverts the equitable record. It is Plaintiff who: transmitted a materially false financial figure; engineered an undisclosed dual agency without written consent; retained Defendant's property keys after the transaction failed; refused to release Defendant from representation; held the property in suspended marketing; and filed a civil lawsuit demanding court-ordered retraction of regulatory complaints. The party who comes to equity must come with clean hands. Plaintiff's hands are not clean.

IV. CONCLUSION

The record before this Court is one-sided not because Defendant has overstated his case, but because Plaintiff has answered none of it. Twenty-three documented junctures at which Plaintiff could have acted consistent with his professional obligations. Twenty-five affirmative defenses containing no facts. A motion to suppress testimony filed four days after the LLR escalated a disciplinary proceeding based on that same testimony. A commission claim built on a transaction that never closed, buyers who terminated first, and a mandatory mediation process that was never invoked.

Defendant does not ask this Court to assume the worst about Plaintiff's intentions. The record speaks for itself. What the record shows is a licensed professional who made a series of compounding errors, chose retaliation over accountability at every available juncture, and has offered this Court nothing: not a fact, not a rebuttal, not a single substantive response to the question of why any of this happened the way it did.

This Court has the authority and the obligation to draw appropriate inferences from that silence. Defendant respectfully requests that this Court deny Plaintiff's pending motions, permit Defendant's amended pleadings to stand, and proceed toward dismissal of Plaintiff's complaint as an abuse of process brought for purposes other than the legitimate vindication of any contractual right.

Respectfully submitted,

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a long, sweeping horizontal line that ends in a small upward flick.

Adam Matthew Steinberger

Pro Se Defendant/Counterclaimant

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Date: 3/12/26

CERTIFICATE OF SERVICE

I hereby certify that on this 12 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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