

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
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O. Stanley Smith, III, Acre Plus, LLC and Constan Gervais Street Car Wash, Inc., Plaintiffs, v. City of Columbia, Defendant.	C/A No.: 2023-CP-40-05555 EXECUTION AGAINST PROPERTY
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TO THE SHERIFF OF THE COUNTY OF RICHLAND COUNTY:

WHEREAS, Judgment was rendered in the above-entitled action on July 25, 2025 in favor of the Plaintiff against the Defendant for the sum of \$4.2 million as appears to us by the Judgment Roll, filed in the office of the aforesaid Court:

AND WHEREAS, there is actually now due on the said judgment thus docketed in your County on July 28, 2025, the principal sum aforesaid, with interest thereon from the date of the said judgment. (See attached exhibit).

THEREFORE, WE COMMAND YOU, that you satisfy the said judgment, including principal, interest, costs and your fees out of the personal property of the said judgment debtor in your county belonging if sufficient personal property cannot be found, then out of the real property in your county belonging to the said judgment debtor on the day when the said judgment was docketed in your county, or at any time thereafter, in whosever hands the same maybe, and that you duly return this execution according to law to this Clerk of the said Court.

WITNESS, Jeanette W. McBride as Clerk of aforesaid County, this the ____ day of _____, 20____.

ATTEST:

Clerk of Court

s/Richard A. Harpootlian
Attorney for Plaintiff



Common Pleas

Case Caption: O Stanley Smith III , plaintiff, et al vs City Of Columbia , defendant,
et al
Case Number: 2023CP4005555
Type: Execution/Issued

So Ordered

s/Jeanette W. McBride, Richland County Clerk of
Court by Alix Smith, Common Pleas Court Clerk

Electronically signed on 2026-02-03 15:43:24 page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

O. Stanley Smith, III, Acre Plus, LLC and
Constan Gervais Street Car Wash, Inc.,

C/A No.: 2023-CP-40-05555

Plaintiffs,

v.

**NOTICE OF MOTION AND MOTION
FOR ORDER DIRECTING CLERK TO
ISSUE EXECUTION AND SHERIFF TO
LEVY ON PROPERTY OF DEFENDANT**

City of Columbia,

Defendant.

TO: DEFENDANT CITY OF COLUMBIA AND ITS ATTORNEYS:

YOU WILL PLEASE TAKE NOTICE that the Plaintiffs O. Stanley Smith, III, Acre Plus, LLC, and Constan Gervais Street Car Wash, Inc. (collectively “Plaintiffs”) will move on the tenth day after notice of the within motion, or at a date and time thereafter set by the Court, for an order pursuant to Rule 241 of the South Carolina Appellate Court Rules and S.C. Code Ann. § 18-9-130 to direct the Clerk of Court for Richland County to issue an execution to the Sheriff of Richland County and for the Sheriff of Richland County to levy on Washington Square Office Building, 1136 Washington Street, Richland County TMS #09013-05-02, Washington Plaza Parking Garage, 1112 Washington Street, TMS #09013-05-01, and Washington Plaza Retail Shops, TMS #09013-05-18 (“the Property”), or if needed, the City of Columbia’s (the “City”) proceeds from the Purchase and Sale Agreement between the City and The Kessler Enterprise, Inc. for the sale of the Property.

Plaintiffs are filing this motion because of the unique nature of this case and the difficulties of procuring an execution and levy against the City by traditional means.

The basis for this motion is as follows:

1. This action went to trial on June 23 through 26, 2025. On July 28, 2025, the Court issued its Order finding that the City is liable to Plaintiffs for inverse condemnation stemming from the City's illegal demolition on March 9, 2021, of a retaining wall that Plaintiffs had constructed at 1950 Gervais Street in Columbia, South Carolina, which demolition caused significant damage to Plaintiffs' property. More specifically, the Court's order found that (1) just compensation in this matter for the City's inverse condemnation is \$4.2 million; (2) Plaintiffs are entitled to pre-judgment interest on that amount pursuant to S.C. Code Ann. § 28-2-420 at the rate of 8% per annum from March 9, 2021 until July 28, 2025 (the date of the Court's order); and (3) Plaintiffs are entitled to post-judgment interest at the rate provided by law¹ from July 28, 2025 until the judgment is paid. *See* July 28, 2025 Order at 37.² To date, the City has failed to satisfy any portion of the judgment.

2. Rule 241(a) of the South Carolina Appellate Court Rules provides that an appeal in a civil matter automatically stays matters decided in the judgment on appeal and the relief ordered in the appealed judgment. However, Rule 241(b)(1) provides that money judgments as provided in S.C. Code Ann. § 18-9-130 *are not stayed*.

3. Likewise, S.C. Code Ann. § 18-9-130 provides that notice of appeal from a judgment directing the payment of money *does not stay* the execution of the judgment.

¹ Interest on money judgments in South Carolina was set at 11.5% compounding annually for the period January 15, 2025 through January 14, 2026. *See In re: Interest Rate on Money Decrees and Judgments* (S.C. Supreme Court Order, Jan. 6, 2025), *available at* <https://www.sccourts.org/opinions-orders/court-orders/administrative/?year=2025>. For the period January 15, 2026 through January 14, 2027, the interest rate is 10.75% compounding annually. *See In re: Interest Rate on Money Decrees and Judgments* (S.C. Supreme Court Order, Jan. 7, 2026), *available at* <https://www.sccourts.org/opinions-orders/court-orders/administrative/?year=2026>.

² The Court's Order noted that, pursuant to § 28-2-420, the City had 20 days from the date of the Order to pay the full amount of the judgment before post-judgment interest would run on the judgment. The City failed to pay the judgment within that time.

4. The Plaintiffs' judgment against the City is a money judgment for an inverse condemnation. Inverse condemnation is based upon the Constitutional prohibition against taking private property without paying just compensation. *See* S.C. Const. art. I § 13. An inverse condemnation claim is thus a constitutional claim rather than a statutory one, and the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-10 *et seq.*, is not applicable to it, and does not operate to limit it. By not paying the judgment or at least securing the means for its payment by bond or otherwise, the City is ignoring a constitutional mandate and its responsibility to its citizens under the South Carolina Constitution.

5. The City's contract with Kessler Enterprises, Inc. provides for a Four Hundred Thousand (\$400,000) credit to a private developer to develop a property not actually being used by the public, and ignores the City's obligation to pay its constitutionally mandated debt to Plaintiffs. *See* Section 4.14 of the Contract for Purchase between the City and Kessler.

6. The common law immunity from execution of public buildings only extends to buildings "actually being used by the public for public purposes." *Cp.* S.C. Code Ann. § 4-17-30 (exempting from execution public property like courthouses and jails "actually used as such"). The Property set forth above is not "actually being used" by the public and indeed the City of Columbia is selling the Property. It would be unfair and unjust for the City to have a judgment awarding the Plaintiffs just compensation under the South Carolina Constitution while allowing it to sell Property not actually used by the public which can be used to satisfy in part Plaintiffs' judgment for inverse condemnation.

7. Indeed, the City has both a legal duty and an inherent responsibility to its citizens to pay its constitutional obligations, especially when those obligations are currently accruing interest at \$1,761.08 a day.

8. The Plaintiffs' judgment is a lien on the City's real property pursuant to S.C. Code Ann. § 15-35-810 and the proceeds of the City's real estate are not exempt from attachment by the Constitution. *See* S.C. Code Ann. § 15-35-820.

9. There is now due on the Plaintiffs' judgment the following amounts:

- a. \$4,200,000 principal
- b. \$336,000 interest at 8% from March 9, 2021 through March 8, 2022
- c. \$336,000 interest at 8% from March 9, 2022 through March 8, 2023
- d. \$336,000 interest at 8% from March 9, 2023 through March 8, 2024
- e. \$336,000 interest at 8% from March 9, 2024 through March 8, 2025
- f. \$129,797.26 interest at 8% from March 9, 2025 until July 28, 2025
- g. \$5,673,797.26 judgment amount with accrued interest as of July 28, 2025
- h. \$305,685.54 interest at 11.5% from July 28, 2025 through January 14, 2026
- i. \$5,979,482.80 judgment amount with accrued interest as of January 14, 2026
- j. \$1,761.08 interest per day at 10.75% from January 15, 2026 through January 14, 2027.
- k. Thus, as of the date of this filing, the total amount due on the Plaintiffs' judgment is **\$6,014,704.40** with \$1,761.08 in interest accruing thereon each day.

10. Plaintiffs observe that, besides the lien against the City's real property being provided by statute, requiring the clerk to issue an execution and the Sheriff to levy on the Property is appropriate given the uncertainty of the City's finances demonstrated by the City's own admissions in this case. Of note, on September 26, 2025, the City filed its Reply in Support of its Motion to Amend the Judgment in this case, wherein it claimed that "[t]he \$4.2 million judgment here represents a massive expenditure of taxpayer funds, with a direct impact on the City's budget and its ability to provide essential public services." The City later attempted to walk that statement

back, claiming that it maintains reserves and taxing authority that will enable it to pay this judgment, but given the City's conflicting statements on this point, Plaintiffs submit that execution and levy on property not actually being used by the City as public property is both a required and appropriate remedy to ensure the City's compliance with its obligations under the Plaintiffs' judgment.

WHEREFORE the Plaintiffs pray that this Court issue its order directing the clerk of court to issue an execution and for the Sheriff to levy on the Property to be sold in partial satisfaction of the Plaintiffs' judgment. Plaintiffs further request that the Court hold a hearing at its earliest convenience to address this motion.

s/Richard A. Harpootlian
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Columbia, South Carolina
February 3, 2026.