

- e. Engaging in any transaction that is unnecessary for the normal operations of the school during school year 2022-2023.
2. Appointment of a Receiver for the remainder of the revocation process until the decision to revoke CAA's charter was reversed or the assets were transferred to the District as part of the closure process.
3. Issuance of a Writ of Mandamus directing CAA to immediately comply with closure protocol and to continue to comply until the decision to revoke CAA's charter was stayed, reversed, or the assets were transferred to the District as part of the closure process.

To address the Amended Petition, the Court held a hearing on April 24, 2023, at its offices in Columbia, South Carolina. At the hearing, the parties were able to come to an agreement (Agreement) substantially resolving the issues in the petition, and the Agreement was read into the Record. As part of the Agreement, the District withdrew its request for a receiver and writ of mandamus. The parties also agreed they would thereafter submit a proposed order to the Court memorializing the Agreement that was read into the Record. However, the parties could not reach an agreement on the wording for an Order to memorialize the Agreement, and the District requested a second hearing to enforce the Agreement that was put on the Record on April 24, 2023.

A second hearing was held before this Court on May 5, 2023, during which the parties came to the following amended agreement (Amended Agreement), which grants the District's petition for injunctive relief according to the following terms:

1. This Amended Agreement shall be in effect from the time of filing of this Order until June 30, 2023 (Injunction Period).
2. CAA, either through its administrators, employees, attorneys, or board of directors, is enjoined from, and may not directly or indirectly, spend, transfer, disburse, commit, or encumber any funds from the following bank accounts or sources:
 - a. Pinnacle Bank account ending -281 with a balance of \$1,820,646.07 as of April 24, 2023;
 - b. Bank of South Carolina account ending -1606 with a balance of \$501,601.89 as of April 24, 2023.
 - c. Any other bank accounts or sources holding CAA funds except the CAA Wells Fargo bank account ending -2499 (Operating Account) with a balance of \$625,853.14 as of April 24, 2023.

3. CAA may retain \$200,000 in the IOLTA account of Turner and Caudell, LLC, to be used by CAA to pay its reasonable legal fees as described in S.C. Rule of Professional Conduct 1.5, at the rates charged by the firm to CAA as of January 1, 2023, following the revocation of CAA's charter, if CAA's charter is revoked. CAA shall direct Turner and Caudell, LLC, to transfer the remaining CAA funds in its IOLTA accounts to the CAA account at Pinnacle Bank with account number ending -281 on or before close of business on May 8, 2023. The Court makes no finding regarding whether any transfer from CAA to the IOLTA account of Turner and Caudell, LLC, was appropriate.
4. CAA may retain \$200,000 in the IOLTA account of Pritchard Law Group, LLC, to be used by CAA to pay its reasonable legal fees as described in S.C. Rule of Professional Conduct 1.5, at the rates charged by the firm to CAA as of January 1, 2023, following the revocation of CAA's charter, if CAA's charter is revoked. CAA shall direct Pritchard Law Group to transfer the remaining CAA funds in its IOLTA accounts to the CAA account at Pinnacle Bank with account number ending -281 on or before close of business on May 8, 2023. The Court makes no finding regarding whether any transfer from CAA to the IOLTA account of Pritchard Law Group, LLC, was appropriate.
5. CAA shall make all expenditures for the school during the Injunction Period from the Operating Account pursuant to all applicable laws and regulations applicable to the school's operations. CAA expenditures from the Operating Account during the Injunction Period shall not exceed \$625,853.14 plus any deposits into the Operating Account from the District. The District shall disburse funds received to date and to be received during the Injunction Period from the State Department of Education allocated to CAA in the CAA Wells Fargo Operating Account within ten (10) days of this Order or ten (10) days of receipt, as applicable.
6. Further, CAA, either through its administrators or board of directors, is enjoined from, and may not directly or indirectly:
 - a. Open or close any bank accounts without consent of District or permission from the Court;
 - b. Add, remove, or modify signatories to any bank accounts without consent of District or permission from the Court; and

c. Purchase any real property without consent of the District or permission from the Court.

7. This Order is without precedential value or prejudicial effect as to either party.

Having reviewed the above Amended Agreement, I find it should be approved and the District's petition for injunctive relief should be granted according to terms of the Amended Agreement. Therefore,

IT IS HEREBY ORDERED that the District's petition for injunctive relief is **GRANTED** pursuant to the terms of the Amended Agreement memorialized in body of this Order.

AND IT IS SO ORDERED.

Ralph King Anderson, III
Chief Administrative Law Judge

May 8, 2023
Columbia, South Carolina

CERTIFICATE OF SERVICE

I, Stephanie Perez, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).



Stephanie Perez
Judicial Law Clerk

May 8, 2023
Columbia, South Carolina