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**Nov 29 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

Case No. 2022-CP-22-00176

KEVIN PENLAND,

Appellant,

v.

KEY LARGO MOBILE HOME PARK,

Respondent.

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**RESPONDENT'S REPLY TO APPELLANT'S MOTION FOR SECOND  
EXTENSION**

Respondent respectfully replies to Appellant's Motion for Extension as follows:

1. The Appellant inaccurately asserts that this extension would not prejudice either party where the continuation and delay have unreasonably and unnecessarily deprived the Respondent property owner of their rights associated with the property. This is an Appeal of an eviction based on the termination of a term of Lease and other grounds that began on November 21, 2021.

2. This is the Appellant's third counsel of record involved in the Appeal and this same third counsel's second request for an extension to file an initial Brief.

3. The Respondent would respectfully show unto this Court that the Appellant's counsel has had sufficient time to discover any errors of any prior counsel

and cure them. Appellant further has had sufficient time to file an 88 paragraph Complaint in the Court of Common Pleas for Georgetown County involving these same identical parties under the caption, Kevin Penland and Taylor Keefer v. Key Largo Mobile Home Park, Britt Ware and Charlene Baldwin Ware, Civil Action #2022-CP-22-00990. A copy is attached as Exhibit 1.

4. Respondents will respectfully show unto the Court that if the Appellant's counsel has had sufficient time to investigate and file an action in the Court of Common Pleas involving the same parties, then he has had sufficient time to discover and cure any defect associated with a transcript that was received in excess of three months ago. There was not a pressing deadline or statute of limitations on this civil action unlike the deadlines set forth in the S.C. Appellate Court Rules.

5. Respondents respectfully request this Court deny the Appellant's Motion for a second extension.

Respectfully submitted,

s/ Jason P. Boan

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ATTORNEY FOR THE RESPONDENTS

November 29, 2022  
Surfside Beach, SC

**RESPONDENTS' EXHIBIT #1**

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )  
 )  
Kevin Penland and Keefer Taylor, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
Charlene Baldwin Ware, Britt Ware, and )  
Key Largo Mobile Home Park, LLC, )  
 )  
Defendant. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT

C/A: 2022-CP-22-\_\_\_\_\_

**SUMMONS**

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the Plaintiff's attorney, Tucker S. Player, at the Player Law Firm, LLC, 512 Village Church Drive, Chapin, South Carolina 29036, within thirty (30) days after the service hereof, exclusive of the date of such service and if you fail to answer the Complaint within the time aforesaid, Plaintiffs in this action will apply to the Court for the relief demanded in the Complaint.

PLAYER LAW FIRM, LLC  
s/Tucker S. Player, Esq.  
SC Bar No. 16217  
512 Village Church Drive  
Chapin, SC 29036  
(803) 315-6300  
Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )  
 )  
Kevin Penland and Taylor Keefer, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
Charlene Baldwin Ware, Britt Ware, )  
and Key Largo Mobile Home )  
Park, LLC )  
 )  
Defendants. )  
 )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
Civil Action No.: 2022-CP-22-

**VERIFIED**  
**COMPLAINT**  
**(JURY TRIAL DEMANDED)**

Plaintiffs, complaining of Defendants, would respectfully show unto this  
Honorable Court and allege as follows:

JURISDICTION

1. Plaintiffs are residents of Georgetown County, South Carolina.
2. Defendant, Charlene Baldwin Ware, a/k/a Charlene Ware (hereafter referred to as "Ms. Ware"), upon information and belief, is a resident of Georgetown County, South Carolina.
3. Defendant, Britt E. Ware, a/k/a Britt Ware (hereafter referred to as "Mr. Ware"), upon information and belief is Ms. Ware's son, and a resident of Georgetown County, South Carolina.
4. Defendant Key Largo Mobile Home Park, LLC ("Key Largo"), upon information and belief, is a limited liability company organized and existing pursuant to the laws of the State of South Carolina, with its principal place of business located in Georgetown County, South Carolina.

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5. Upon further information and belief, Ms. Ware is the Property Manager, and Mr. Ware is the Owner/Manager, of the defendant Key Largo Mobile Home Park, LLC.

6. The property which forms the subject matter of this action is located in Georgetown County, South Carolina, and is known and identified as a 1995 Horton "Mirage" mobile home, bearing Vehicle ID #1132895G, and Title #770220414195366D (hereinafter the "Home"), and the lot upon which it is situate, being Lot #27, 510 Key Largo Avenue, Murrells Inlet, South Carolina (the "Lot"), are in Georgetown County, South Carolina. Further, all acts and omissions complained of herein, occurred and transpired within the County of Georgetown, State of South Carolina.

7. Venue and jurisdiction are proper before this Court.

FACTUAL BACKGROUND

*Defrauding the Plaintiffs*

8. Plaintiffs affirm and reallege each and every allegation set forth above as fully as if repeated herein verbatim:

9. Plaintiffs are engaged to be married, and, at all times relevant hereto, conducted negotiations for the purchase and lease of the property described herein, as full and equal partners-in-fact.

10. Mr. Penland was formerly a member of the United States Army Rangers, and was engaged in active duty as a Medic, when Plaintiffs first became aware of and negotiated the purchase of the Home with Ms. Ware.

11. Mr. Penland's mother, Cynthia ("Chudy") Rosanna Sapp ("Ms. Sapp"), is Ms. Ware's daughter, and Mr. Ware's sister. At the time Plaintiffs negotiated for and

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purchased the Home, Ms. Sapp had also been employed by Defendants for approximately five (5) years, as an assistant in most aspects of their businesses, including, but not limited to, the management and operations of the Defendant Key Largo.

12. Due to these circumstances, Plaintiff's mother acted as the intermediary between Ms. Ware and Plaintiffs, in the negotiation and purchase of the Home.

13. As a result of these negotiations, Ms. Ware agreed to sell the subject Home to Plaintiffs for the sum of \$30,000.00. Ms. Ware agreed to accept a \$5,000 down payment, and to finance the \$25,000.00 balance, as set forth more fully below.

14. The terms of Plaintiffs' and Ms. Ware's agreement for the sale and purchase of the subject Home, were as follows:

(a) Ms. Ware agreed to sell the Home to Plaintiffs for the sum of \$30,000.00;

(b) Mr. Penland agreed to pay, and Ms. Ware agreed to accept a down payment of \$5,000.00;

(c) Ms. Ware agreed to finance the remaining \$25,000.00 purchase price balance for Plaintiffs, with interest at the rate of 10% per annum, for a period of 10 years;

(d) Because Mr. Penland was still on active duty with the Army Rangers, and was planning on returning to South Carolina and moving into the Home within five to six months from the date of the parties' agreement; and in consideration (Mr. Penland believed at the time) of the fact that Mr. Penland is Ms. Ware's Grandson, and was going to (and did) make a \$5,000.00 down payment in March of 2020; and also based on Ms. Ware's need for Mr. Penland to conduct substantial repairs and renovations to three (3) other mobile homes owned by her in Key Largo, which he did at no charge to her; Ms. Ware agreed to "hold" this Home for Plaintiffs until Mr. Penland returned to live there.

15. In accordance with Mr. Penland's and Ms. Ware's agreement, Mr. Penland paid his Grandmother the \$5,000.00 down payment, on or about March 3, 2020. Plaintiffs have fully and timely performed all obligations and conditions required of them by the

parties' agreement and have acted in good faith at all times regarding the Home and Lot at issue in this case.

16. Also in accordance with the parties' agreement, both Plaintiffs moved into the Home in late August or early September 2020. Mr. Penland immediately began repairing and renovating Ms. Ware's other three mobile homes, at her request.

17. Immediately upon entering into the purchase agreement with his Grandmother, Mr. Penland requested that the agreement be put in writing. Ms. Ware ignored both Plaintiffs' requests for a written agreement, although she promised to deliver such written agreement to them several times.

18. Defendants acted in bad faith with fraudulent and deceitful motives from the outset of the parties' agreement.

19. Ms. Ware strung Plaintiffs along, telling Mr. Penland not to worry so much about a written agreement with his own Grandmother, and to concentrate instead on getting her other three mobile homes repaired and renovated so she could sell them.

20. In a good faith effort to help his Grandmother, and in exchange for her "holding" Plaintiffs' Home on Lot #27, at 510 Key Largo Avenue, Plaintiff undertook substantial repairs and remodeling to Ms. Ware's other homes, which were situate at 511, 513 and 517 Key Largo Avenue, in the Key Largo Mobile Home Park. Plaintiff worked five to seven days per week on these repairs, for a period of approximately six weeks. Plaintiff was not paid for his performance of this substantial work for his Grandmother.

21. Despite Plaintiffs' repeated requests for a written agreement for the purchase of the Home, Ms. Ware steadfastly failed and refused to provide any such written agreement. In December of 2020, Plaintiff decided that it was in his best interest

to conclude this purchase by paying off the \$30,000.00 purchase price as soon as possible.

To this end, Plaintiff began making payments to Ms. Ware and/or Defendant Key Largo

Mobile Home Park, LLC as follows:

(a)	1/4/21	\$3,000.00
(b)	1/29/21	\$1,000.00
(c)	2/3/21	\$1,000.00
(d)	2/28/21	\$2,500.00
(e)	3/13/21	\$1,000.00
	Total Payments	\$8,500.00

22. Plaintiff knew that the substantial work he was performing for Ms. Ware's benefit on the other three mobile homes she owned, without charge, was worth far more than the Plaintiffs' \$375.00 lot rent, and the \$303.38 financing payments on the Home (\$25,000.00 financed at 10% per annum, for a period of 10 years), for the period of time he and his fiancée had lived in the Home. Plaintiff received absolutely no notification nor requests from his Grandmother, either verbally or in writing, for any payments of any nature, either for the lot or the Home, during this time.

23. Plaintiffs' \$5,000.00 down payment and the \$8,500.00 payments made as recited above, Plaintiff reasonably believed that the balance owed by Plaintiffs on the Home was approximately \$16,500.00 (\$30,000.00 - \$13,500.00).

24. In April of 2021, Plaintiff asked his Grandmother for a payoff figure for the Home, to include his lot rent payment through December 31, 2021 (Lot rent at \$375.00 per month, from May through December, was \$3,000.00). Several days later, Ms. Ware told Plaintiff that his payoff was \$23,000.00. Despite Plaintiff's belief that his payoff should have been only \$16,500.00, Plaintiff accepted his Grandmother's \$23,000.00 payoff figure and delivered a check to her for this amount in approximately mid-April of 2021.

25. At the time he delivered this check, Plaintiff informed his Grandmother that his bank was then being purchased by another bank, and that she needed to deposit the check immediately. Instead, Ms. Ware waited approximately six weeks to deposit the check, and it was declined because Plaintiff's account had been cancelled.

26. Ms. Ware notified Plaintiff that her bank had charged her a fee of \$15.00 due to the Plaintiff's check being declined, and Plaintiff therefore wire transferred the sum of \$23,015.00 into his Grandmother's Key Largo Mobile Home account on June 1, 2021.

27. Between August of 2020 and August of 2021 and thereafter, in addition to remodeling and repairing the three mobile homes for Ms. Ware, Plaintiff also undertook substantial repairs and renovations to his and Taylor's Home, for which Plaintiff expended more than \$45,000 for materials alone.

28. After paying off the Home in June of 2021, Plaintiff did not hear from or talk to his Grandmother again until August of 2021. During this conversation, Ms. Ware informed Mr. Penland that she was preparing to turn over control of Key Largo to Mr. Ware. She then advised Mr. Penland that Mr. Ware was angry at him because of a dispute that had arisen between them about some of Mr. Penland's tools and equipment. As a result Mr. Ware was planning to evict Mr. Penland from Key Largo. Ms. Ware, therefore, recommended that Mr. Penland sell his Home before the eviction could take place.

29. In response to this, Mr. Penland told his Grandmother that he had been planning to live in the Home, but that he would talk with Ms. Ware's realtor, Dawn Holland, to see what the Home could be sold for. After walking through the Plaintiffs' Home, Ms. Holland informed Mr. Penland that his Home had a fair market value of approximately \$100,000.00 at that time.

30. Plaintiffs are informed and believe that when Ms. Ware discovered the actual market value of their Home from Ms. Holland, she began attempting to block the sale of the Home in order to keep it for herself.

31. Within a few days after Ms. Holland gave Mr. Penland her opinion of the value of the Plaintiffs' Home, Ms. Ware confronted Mr. Penland and showed him three pages of her handwritten notes, which she claimed constituted a record of the sale and purchase of the Home by Plaintiffs. Ms. Ware told Mr. Penland that he could not sell the Home unless and until he had paid everything that he owed her for it, as allegedly established by her handwritten "accounting." Ms. Ware did not even provide Plaintiff with a copy of this document, so Mr. Penland took pictures of these three pages with his telephone, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

32. As will more fully appear by reference to Exhibit A, Ms. Ware was attempting to charge Plaintiffs an additional \$19,684.00, for rent, late fees, and electric charges, over and above the \$23,000.00 payoff figure she had previously given them, and which Ms. Ware's record confirms, Mr. Penland had already paid. It also appears that Ms. Ware was attempting to charge Plaintiffs \$10,500.00 more for the Home than she had agreed to sell it to them for, and was also attempting to charge Plaintiffs \$10,430.00 for lot rent and home payments, during the period of time Ms. Ware had agreed to "hold" this Home for her grandson, and during the time that Mr. Penland was performing substantial renovations and repairs to three of Ms. Ware's mobile homes, at no charge to her. Again, Ms. Ware had made no mention of, nor requested any payment for any such charges.

during the time she was then claiming they had accrued, along with "late fees" that she contended were due on every payment.

33. In response to Mr. Penland telling Ms. Ware that he had no intention of paying her these additional charges for the Home he had already paid off, Plaintiffs were sent a notice of termination letter on August 20, 2021, and were thereafter served with a Rule to Vacate on September 30, 2021, bearing Case No. 2021CV221060079.

34. In response to this Rule, and Plaintiffs' request for a Jury Trial, Plaintiffs were scheduled to appear before Judge James K. McKenzie (hereinafter "Judge McKenzie"), on October 14, 2021. At Mr. Penland's request, the case was continued until October 28, 2021. Ms. Ware testified on the record at this hearing, that Plaintiffs had paid her approximately \$38,000.00, all for the Home which was situate on Lot #27, in Key Largo Mobile Home Park, from which she was attempting to evict them. Upon hearing this, Judge McKenzie immediately dismissed the eviction action, and informed Ms. Ware that the case was not just an "eviction," and that the value of the Plaintiffs' ownership interest exceeded his \$7,500.00 amount in controversy limit, and would have to be heard in "big court." The "Order of Final Disposition" of this case was filed on October 28, 2021.

35. Three (3) weeks later, even though there were never any legitimate grounds to evict Plaintiffs from this Lot, Ms. Ware subsequently filed an identical action for Eviction and Ejectment in the same Magistrate's Court, on or about November 21, 2021, as will more fully appear by reference to the "Rule to Vacate/Writ of Ejectment" (not signed or dated); and the "Summons and Application for Ejectment," which are

attached hereto as Exhibit B. Ms. Ware did not send or serve Plaintiffs with another notice of termination letter.

36. As of this date, Plaintiffs had paid Ms. Ware the sum of \$36,500.00 for the Home, which Ms. Ware had agreed to sell them for \$30,000.00. Plaintiff's \$36,500.00 payments included the \$23,015.00 payoff figure Ms. Ware had given them in response to their request for the payoff amount, plus lot rent through December 2021 (\$3,000.00). Plaintiffs had also performed substantial renovations and improvements to the Home, including the installation of more than \$45,000.00 worth of materials, and had done most of the work themselves. Mr. Penland had also performed substantial repairs and renovations to Ms. Ware's other three (3) homes, at no charge to Ms. Ware.

37. At the time Ms. Ware filed this second action, Plaintiffs' lot rent was current through December 31, 2021, and the Home was fully paid for, and had a market value of at least \$100,000.00. The only reason that the Plaintiffs pursued this second action, therefore, was to attempt to force Plaintiffs out of their Home in order to steal Plaintiffs' substantial equity in the Home, and convert such equity to their own use and benefit. As will further appear by reference to Exhibit B, the only difference in this action and the previous action, was that the Plaintiff in this second action was "Key Largo Mobile Home Park, ELC," instead of "Charlene Ware," who had been the Plaintiff in the first action.

*Common Scheme or Plan*

38. Defendants have been operating Key Largo in violation of South Carolina and federal law for decades. Essentially, Defendants are running a motor vehicle repossession scheme with mobile homes. The problem for Defendants is that there are

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very specific regulatory requirements that they have completely ignored in their scheme to defraud the "owners" of mobile homes in Key Largo.

39. In addition to Defendants' rampant violations of these regulatory requirements, Defendants have habitually and repeatedly disregarded and trampled their tenants' fundamental property rights of peaceful possession and quiet enjoyment; have persistently ignored their obligations to their tenants and mobile home purchasers under the South Carolina Residential landlord-Tenant Act, and the Manufactured Home Park Tenancy Act; and have denied and deprived their tenants and homeowners (collectively referred to herein as "Defendants' residents," or "the residents") of fundamental State and federal Constitutional rights of Due Process and Freedom of Speech. Defendants' abuses of their tenants' and homeowners' rights were perpetrated in a generically self-centered and practiced manner, including but not limited to the following:

- A. Charlene Ware has frequently trespassed on residents' property, uninvited and unannounced, for inappropriate "inspections" of the property, to instruct the resident(s) about repairs or improvements she deemed necessary or desirable, or to collect or demand payment for non-existent expenses or arrearages;
- B. In the course of engaging in the foregoing conduct, Charlene Ware frequently knocked on residents' doors and banged on their windows, yelling at them through their doors and walls, threatening to evict them if they didn't clean up or repair whatever condition she was arbitrarily complaining about, or pay whatever sum she had decided they owed;
- C. With respect to residents who were attempting to sell their homes, often because Ms. Ware had groundlessly threatened to evict them, Ms. Ware invariably imposed "conditions" on their right to sell their property, including requiring them to repair or replace windows, roofs, decking, underpinning, re-sod their yard, replace flooring or other interior features of their homes, all before she would "allow" them to sell their homes;
- D. In most cases, Ms. Ware knew that the residents were on limited or fixed incomes, and could not afford to perform whatever repairs or improvements she was imposing on them;
- E. It was of no consequence to Ms. Ware that she had absolutely no right, power or authority whatsoever to impose these conditions; if the resident

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failed or refused to comply, she would proceed to illegally evict them from their lot, thus depriving them of their ability to sell their home; and,  
F. Defendants rarely, if ever, provided residents with the Notice of Default/Violation, and fourteen (14) day Right to Cure the residents were specifically entitled to under the Manufactured Home Park Tenancy Act. Plaintiffs are informed and believe that the vast majority of Eviction/Ejection actions pursued by Defendants, including Plaintiffs, were illegal and malicious, and operated to unjustly enrich Defendants at the enormous damage and loss of their residents.

40. At least five times every year, Defendants' sell a mobile home to a potential buyer in which they finance the transaction through an owner held mortgage on the mobile home.

41. Defendants not only fail to give any mandatory disclosures upon offering financing, but they also actively avoid putting any agreements or terms on paper.

42. Defendants repeatedly sell these mobile homes without possession of the motor home title, in violation of S.C. Code Section 56-19-210.

43. Defendants also engage in "title skipping" in which the previous owner remains on the SCDMV Title to the mobile home even though Defendants offer it for sale and eventually receive the proceeds from the sale of the mobile home. Upon titling the mobile home in the new owner's name, it appears the previous owner transferred the mobile home to the new customer, skipping the Defendants in the chain of title. This is a per se violation of the South Carolina Unfair Trade Practices Act.

44. Once Defendants get a buyer on the hook, they enter a separate "rental agreement" for the actual real estate in Key Largo. This creates an additional obligation for the buyer in monthly rent due to Defendants. However, these rental agreements do not comply with the South Carolina Manufactured Home Park Tenancy Act, S.C. Code Section 27-47-310.

45. Defendants then actively attempt to cause the buyer to default on either the owner held mortgage or the rental agreement.

46. As Defendants did with Plaintiffs, they create fraudulent charges and fees that were never agreed to by the buyer to manufacture grounds for an eviction.

47. Defendants also repeatedly violated the South Carolina Manufactured Home Park Tenancy Act by failing to give a notice of violations and 14 days to cure prior to moving for eviction.

48. Defendants also engaged in a scheme in which Defendants would claim mobile homes that they sold to park tenants were abandoned, in as little as 20 days, to repossess and resell the home out from under the owner.

49. Pursuant to South Carolina law, Defendants are required to be registered and licensed as a motor vehicle dealer, S.C. Code Section 56-15-10(b)(4).

50. Defendants never registered with, nor have they ever been licensed motor vehicle dealers in the State of South Carolina.

51. Defendants were required to be licensed mortgage originators before offering owner financing for the mobile homes in Key Largo. They failed to do so in violation of TILA, 15 U.S.C. §1602 (cc)(2)(a).

52. At all times relevant hereto, Defendants regularly extended or offered to extend consumer credit for which a finance charge is or may be imposed, or which, by written agreement, is payable in more than four installments, and Defendants are the persons to whom the transactions which are the subject of this action are immediately payable, making them a creditor within the meaning of TILA, 15 U.S.C. § 1602 (f), and Regulation Z, §226.2 (a) (17).

53. Defendants, jointly and severally, have therefore committed fraud against Plaintiffs and the Courts; materially breached their contract with Plaintiffs; have willfully and maliciously violated the provisions of the Manufactured Home Park Tenancy Act, the South Carolina Unfair Trade Practice Act, and the laws pertaining to motor vehicles in South Carolina; and the Federal Truth-in-Lending Law requirements, all in an effort to deprive Plaintiffs of their peaceful use and enjoyment of their home, and their financial equity therein.

FOR A FIRST CAUSE OF ACTION  
(BREACH OF CONTRACT)

54. Plaintiffs affirm and reallege each and every allegation set forth hereinabove as fully as if repeated herein verbatim, and further allege:

55. Defendants, jointly and/or severally, entered into a contract with Plaintiffs for the sale of the 1995 Horton "Mirage" mobile home, as fully and more completely identified hereinabove, and the purchase of such Home by Plaintiffs for the sum of \$30,000.00, to be financed by Defendants in accordance with terms recited above.

56. As also alleged more fully hereinabove, Plaintiffs fully paid and satisfied all indebtedness on the Home in accordance with their Agreement with Defendants, and were entitled to have the title for their Home promptly and timely delivered to them upon completion of such payments.

57. Defendants, jointly and/or severally, materially breached and violated their obligations to Plaintiffs under the Agreement, in the following particulars:

- (a) In failing to timely and promptly deliver the unencumbered title for Plaintiffs' Home to Plaintiffs, upon the completion of all payments therefor by Plaintiffs;

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- (b) In recklessly, purposely and deceitfully creating, perpetrating and allegedly relying upon inaccurate records, in an effort to deny that Plaintiffs had fully paid for and satisfied all debt owed by them for the Home, attempting to coerce and overreach Plaintiffs to require them to pay more for the Home than Defendants had agreed to sell it to Plaintiffs for, or to forfeit their interest and equity in the Home altogether; and
- (c) In denying Plaintiffs their rights of quiet enjoyment and peaceful possession of their Home, situate upon their rental lot, free of harassment, vexation, threats, bullying, and the overall interference with their property rights by Defendants.

58. Plaintiffs are informed and believe that they are entitled to judgment against Defendants, jointly and/or severally, for all actual and consequential damages sustained herein. Plaintiffs are further informed and believe that they are entitled to the following Declaratory Judgment against Defendants, jointly and/or severally, as follows:

- (a) Directing and requiring Defendants to immediately deliver clear, unencumbered, and marketable title to the Home to Plaintiffs; and
- (b) Restraining and Enjoining Defendants:
  - (i) From pursuing any further actions to evict or eject Plaintiffs, their heirs, successors, or assigns, from Lot #27, Key Largo Mobile Home Park, without having proper and legitimate grounds for eviction, and without giving proper notice thereof, and a right to cure, in accordance with the laws of this State; and
  - (ii) From engaging in any acts or practices which may have the tendency to, or which in fact, disturb or interfere in any way with Plaintiffs' quiet enjoyment and peaceful possession of their Home; and,
- (c) Awarding Plaintiffs such other and further relief as the Court may deem just and proper.

**FOR A SECOND CAUSE OF ACTION**  
**(FRAUD IN THE INDUCEMENT, AND BREACH OF**  
**CONTRACT ACCOMPANIED BY FRAUDULENT ACTS)**

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59. Plaintiffs affirm and reallege each and every allegation set forth hereinabove as fully as if repeated herein verbatim, and further allege:

60. That Defendants, jointly and/or severally, represented to Plaintiffs that they were the owners of the Home identified hereinabove, situated upon the Lot identified hereinabove, that they had full legal right and authority to sell the Home to Plaintiffs, and to lease the Lot upon which it was situate to Plaintiffs.

61. Defendants further represented that they were in agreement with selling the Home to Plaintiffs for the sum of \$30,000.00, even though Ms. Ware had allegedly paid \$35,000.00 for the Home; that they would accept a \$5,000.00 down payment, and would finance the remaining \$25,000.00 balance for Plaintiffs at the rate of 10% per annum, for a period of ten (10) years.

62. Defendants also represented, by operation of law, that they would enter into a lease and agree to allow Plaintiffs to keep their Home situate upon Lot #27 in Key Largo Mobile Home Park, for so long as they were in compliance with the terms of the property lease for such Lot, and provided that they cured any alleged defaults or violations within fourteen (14) days from date of notice; and, that Plaintiffs would be entitled to sell their Home to a third party of their choosing, with the home remaining situate on Lot #27, subject only to Defendants' approval, which approval could not be unreasonably withheld, in accordance with the South Carolina Manufactured Home Park Tenancy Act (S.C. Code Ann., Sections 27-47-10, et seq. (1991 as amended)).

63. That Defendants, jointly and/or severally, intended to deceive Plaintiffs, to take advantage of Plaintiffs' goodwill, to induce Plaintiff Penland to perform substantial repairs to Ms. Ware's other three (3) homes free of charge, to further take advantage of

Plaintiffs' trust in Defendants as members of Plaintiff Penland's family, and to deprive Plaintiffs of their substantial equity in the Home, and possessory rights in the Lot, at the time they induced Plaintiffs to enter into the agreement for the purchase of the Home and lease of the Lot.

64. Plaintiffs reasonably believed and relied upon such representations, which were material, and were false in the following particulars:

- (a) In that Defendants attempted to deprive Plaintiffs of their ownership rights, and equity in the Home altogether;
- (b) In that Defendants attempted to double the price of the Home, by charging Plaintiffs approximately \$30,114.00 more for the Home than they had agreed to sell it to Plaintiffs for;
- (c) In that Defendants, in pursuit of each of the foregoing scenarios, refused to deliver unencumbered title for the Home to Plaintiffs; and
- (d) In pursuing two (2) separate eviction actions against Plaintiffs for which there were no grounds, and for which Defendants failed to even allege any grounds, and therefore failed to provide Plaintiffs with Fourteen (14) days to cure any such alleged default, thereby depriving Plaintiffs of their right to the peaceful possession and enjoyment of their home;
- (e) In falsely, maliciously, and fraudulently representing to the Summary Court that Plaintiffs had no ownership interest in the Home whatsoever, that they were "squatters" in the Home, and that Ms. Ware was merely offering to pay Plaintiff money to leave the Home, "out of the goodness of her heart"; and
- (f) Defendants, jointly and/or severally, tortiously interfered with two (2) contracts for the sale of the Home by Plaintiffs; one for \$97,900.00 and the other for \$124,900.00. Under the terms of the parties' agreement and the laws of this State, Plaintiffs were entitled to receive unencumbered title to their Home immediately upon satisfaction of the indebtedness thereon, and were entitled to sell the Home to a third party of their choosing. Defendants' approval of whom could not be withheld unreasonably, in accordance with Section 27-47-440 of the South Carolina Manufactured Home Park Tenancy Act (1991), as amended.

65. The Plaintiffs did, in fact, rely upon the truth of Defendants' representations as recited hereinabove, and were entitled to rely thereon, inasmuch as Defendants were and continue to be the owners of Key Largo Mobile Home Park; and, at all times relevant hereto, the Defendant Charlene Ware was the putative or actual legal title owner of the 1995 Horton "Mirage" Mobile Home at issue in this case; and, in further consideration of the fact that Defendants are Mr. Penland's Grandmother and Uncle; and, in further consideration of the fact that good faith and fair dealing are required in the performance of every contract in this State; and, in consideration of the fact that these acts and conduct are all otherwise required by the law of this State.

66. Further, Defendants breached their contract with Plaintiffs, and such breaches were accompanied by fraudulent acts, as follows:

- (a) The Defendant sold Plaintiffs the Home at a time when title to the Home was not in any of their names;
- (b) Defendants breached the contract by failing to deliver unencumbered title to Plaintiffs upon completion of all payment obligations therefor;
- (c) Defendants breached their agreement to honor Plaintiffs' lease of Lot #27, allowing them to remain thereon in quiet possession and enjoyment of the Home, for so long as they were in compliance with the terms of the lease;
- (d) Defendants breached their agreement as fully set forth above, thereby tortiously interfering with and depriving Plaintiffs of the recovery of their equity in the Home, by virtue of two valid contracts for the sale of the Home which Plaintiffs lost as a direct and proximate result of Defendants' conduct; and
- (e) Defendants' fraudulent intent related to the breaching of the contract, not merely to its making, in that Defendants falsely and fraudulently represented to the Summary Court that Plaintiffs were "squatters" upon Lot #27, had no ownership interest in the Home whatsoever, and that Plaintiff Penland's Grandmother was merely paying him money to leave the property "out of the goodness of her heart." By perpetrating such fraud upon the Court, Defendants intended to deprive Plaintiffs of their

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substantial equity in the Home, and of their substantial possessory rights and interest in Lot #27 of Key Largo Mobile Home Park.

67. That as a direct and proximate result of Defendants' false and material representations as alleged hereinabove, Plaintiffs have been injured in the loss of the quiet enjoyment of their property; in the interference with and/or loss of Plaintiffs' ability to maintain their Home on the subject Lot in a peaceful and dignified manner, absent unwarranted and unlawful harassment and interference by Defendants; in the consequent loss of Plaintiffs' ability to resell the Home to third parties, in order to preserve some or all of their equity in this property; in the expense and emotional turmoil incurred by the Plaintiffs in having to defend their rights to the purchase of the Home and the lease of the lot upon which it is situate; and such other and further particulars as may be proved during the discovery phase of this action.

68. Plaintiffs are therefore informed and believe that they are entitled to judgment against Defendants, jointly and/or severally, for actual, consequential, and punitive damages, together with Declaratory Relief as follows:

- (a) Directing and requiring Defendants to immediately deliver clear, unencumbered, and marketable title to the Home to Plaintiffs; and
- (b) Restraining and Enjoining Defendants
  - (i) From pursuing any further actions to evict or eject Plaintiffs, their heirs, successors, or assigns, from Lot #27, Key Largo Mobile Home Park, without having proper and legitimate grounds for eviction, and without giving proper notice thereof, and a right to cure, in accordance with the laws of this State; and
  - (ii) From engaging in any acts or practices which may have the tendency to, or which in fact, disturb or interfere in any way with Plaintiffs' quiet enjoyment and peaceful possession of their Home; and

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- (c) Awarding Plaintiffs such other and further relief as the Court may deem just and proper.

**FOR A THIRD CAUSE OF ACTION**  
**(VIOLATION OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICE ACT)**

69. Plaintiffs affirm and reallege each and every allegation set forth hereinabove as fully as if repeated herein verbatim, and further allege:

70. Defendants, jointly and severally, are now the sole and exclusive Owners and Managers of Key Largo Mobile Home Park, LLC.

71. That, as alleged more fully hereinabove, Defendants, jointly and/or severally, have engaged in unfair, deceptive, immoral, unethical and oppressive acts and practices in the conduct of their trade and commerce, as described in the South Carolina Unfair Trade Practice Act, S.C. Code, Sections 39-5-10 et seq., in their business of selling mobile homes and leasing mobile homes and/or mobile home lots in the Key Largo Mobile Home Park, including specifically their sale of the Home, and lease of the Lot identified and described herein, to Plaintiffs.

72. The actions of Defendants, described herein as having been perpetrated by them against Plaintiffs, are capable of repetition and have in fact been replicated many times in the 51 years Defendants have owned Key Largo Mobile Home Park. Plaintiffs are informed and believe that Defendants have engaged in similar conduct in the past against many of the park residents and homeowners, and that such conduct will be repeated again against future residents and homeowners in the Key Largo Mobile Home Park, in the absence of appropriate orders sanctioning and deterring such conduct.

73. Defendants either know, or should know, that their conduct as described hereinabove, violates the South Carolina Unfair Trade Practice Act.

74. Further, Plaintiffs are informed and believe that the conduct of Defendants as described hereinabove, was willful and deliberate, the product of an illicit and larcenous scheme to defraud and deprive tenants and homeowners in the Key Largo Mobile Home Park, including Plaintiffs, of their rightful property rights and interests. Plaintiffs are informed and believe that Defendants have engaged in such practices throughout their ownership of Key Largo Mobile Home Park, to Plaintiffs' great and unlawful profit, and to the enormous damage and loss of their tenants and property owners.

75. As a direct and proximate result of the unfair and deceptive conduct of Defendants as set forth and described hereinabove, Plaintiffs are informed and believe that they are entitled to judgment against Defendants, jointly and/or severally, for all actual, direct, incidental, consequential, and special damages resulting therefrom, including all costs and attorneys' fees associated with this action, and for punitive/treble damages in an amount to be determined by the Court.

FOR A FOURTH CAUSE OF ACTION  
(Violation of the Truth in Lending Act)

76. Plaintiffs affirm and reallege each and every allegation set forth hereinabove, as fully as if repeated herein verbatim. The contract of sale for Plaintiffs mobile home was a consumer credit transaction that violated the requirements of the federal Truth in Lending Act and Regulation Z in the following and other respects:

77. By failing to provide the required disclosures prior to consummation of the transactions in violation of 15 U.S.C. § 1638 (b) and Regulation Z, § 226.17 (b);

78. By failing to make required disclosures clearly and conspicuously in writing in violation of 15 U.S.C. § 1632 (a) and Regulation Z, § 226.17 (a);

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79. By failing to disclose the "amount financed" using that term, in violation of 15 U.S.C. § 1638 (2) (A) and Regulation Z, § 226.18 (b);

80. By failing to disclose the "finance charge" using that term, in violation of 15 U.S.C. § 1638 (3) and Regulation Z, § 226.18 (d);

81. By failing to disclose the "annual percentage rate" using that term, in violation of 15 U.S.C. § 1638 (4) and Regulation Z, § 226.18 (e);

82. By failing to disclose the "total of payments" using that term, in violation of 15 U.S.C. § 1638 (5) and Regulation Z, § 226.18 (h);

83. By failing to disclose the "total sale price" using that term, in violation of 15 U.S.C. § 1638 (7) and Regulation Z, § 226.18 (j);

84. By failing to disclose whether the consumer is entitled to a rebate upon prepayment of any finance charge upon prepayment in violation of 15 U.S.C. § 1638 (a) (11) and Regulation Z, § 226.18 (k);

85. By failing to make disclosures required by Regulation Z § 226.18 (c) (1) grouped together and segregated from other contract terms, in violation Regulation Z, § 226.17 (a) (1); and

86. By contracting for and receiving late charges in excess of amounts allowable for such charges under South Carolina law, thereby failing to make such disclosures on the basis of the legal obligations of the parties, in violation of Regulation Z, § 226.17 (c) (1) and 226.18 (l);

87. By engaging in unlawful "steering incentives" as defined in Section 129B of the Truth in Lending Act.

88. As a direct and proximate result of Defendants violations of the Truth in Lending Act, Plaintiffs suffered actual, special, and consequential damages. In addition, Plaintiffs are entitled to treble damages, interest, and reimbursement of all costs incurred in bringing this action, including attorney fees.

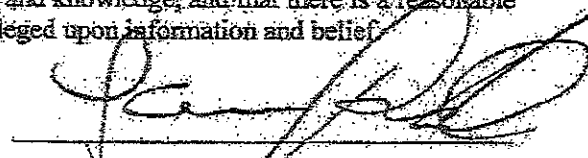
WHEREFORE, Plaintiffs having fully set forth their Complaint against Defendants, pray that Plaintiffs be awarded all actual, consequential, and special damages sustained herein, as well as punitive damages and the declaratory relief as recited herein, together with such treble damages, attorneys' fees, costs, and any other or further relief as this Court may deem just and proper.

PLAYER LAW FIRM, LLC

s/ Tucker S. Player, Esq.  
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512 Village Church Drive  
Chapin, SC 29036  
803-315-6300  
Attorney for Plaintiff

VERIFICATION

Personally appeared before me, Kevin Penland, Plaintiff, who being first duly sworn, deposes and states that he has thoroughly read the foregoing Complaint, consisting of the preceding 24 pages, and that the matters of fact alleged therein are true and accurate according to his own personal observations and knowledge, and that there is a reasonable basis to believe the truth of those matters alleged upon information and belief.



Kevin Lee Penland, Plaintiff