

Shelby Trehus  
PLAINTIFF(S)

Santee Run Apartments  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

**RECEIVED**  
**Jul 05 2022**  
**SC Court of Appeals**

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

This matter came before the Court as Plaintiff's motion for a new trial. Plaintiff's motion for a new trial is denied.  
If the Court granted this motion, it would be prejudicial to the defense as all parties had an opportunity to review and object to the verdict form at trial. No objections were made to the verdict form at trial. Instead, Plaintiff's objections arose after an unfavorable outcome. The ends of justice would not be met by granting this motion. Therefore, Plaintiff's motion for a new trial is denied.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/04/2022 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Berkeley Common Pleas

**Case Caption:** Shelby Trehus VS Santee Run Apartments , defendant, et al

**Case Number:** 2019CP0802808

**Type:** Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

**EXHIBIT D**  
**of Appellants' Initial Brief**

3

Santee Run Apartments  
219 Bonnoitt St  
Moncks Corner, SC 29461  
843-761-0797

Month to Month  
Rental Agreement

Date: 2/12/2018 Apartment Number: 410

1 Bedroom = 2 adults  
2 Bedroom = 2 adults / 2 children (2 boys or 2 girls)

Tenant Name: Shelby Trehus SS#: 250-93-8308

Driver's license number: 102892160 Tag number: \_\_\_\_\_

Contact information:

Cell phone: 843-727-9299 Home phone: \_\_\_\_\_ Work number: \_\_\_\_\_

Place of employment: Stealth Concealments

Name of supervisor: Billy Work address: 3834 Ashley Phone: 843-207-8000  
Phosphate Charleston,

Former landlord: Village apartment Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Tenants monthly income: 2,500

Tenant Name: Jillican Smith SS#: 251-87-1407

Driver's license number: 102862115 Tag number: PBX883

Contact information:

Cell phone: 843-425-0212 Home phone: - Work number: \_\_\_\_\_  
843-875-9952

Place of employment: Circle K

Name of supervisor: Oxana Work address: 207 Trolley Phone number: \_\_\_\_\_  
843-864-5004 Road

Former landlord: N/A Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

N/A

Tenants monthly income: \$1,440/mo

Number of children: 1 Ages: 7

Name of nearest relative: Arlinda Coffel

Address: 307 Forest Circle Phone number: 843-425-0212  
Summerville, SC 29483 843-831-9612

Tenant agrees to ~~PAY IN FULL~~ <sup>PRO RATA</sup> the amount of \$ ~~2,000.00~~ 1,000.00

- First month's rent \$ 343.00 Non-Refundable Initial
- Security Deposit: \$ 1,000.00 Non-Refundable Initial SB
- Background check: \$ 25.00 Non-Refundable Initial SB
- Application fee: \$ 35.00 Non-Refundable SB Initial SB

All tenants are to read this agreement and sign that they agree to the terms with Santee Run Apartments.

Rent is due on the 1<sup>st</sup> of every month. You have until the 5<sup>th</sup> of the month to pay your rent in full. If your rent is not paid in full by the 5<sup>th</sup> you will be evicted the following day, NO EXCEPTIONS. If you are allowed to stay you will pay \$10.00 per day in late fees. If the eviction occurs, you will also have to pay the cost for the eviction to be filed and also all rent that is due at the time plus any late fees. NO OTHER NOTICES WILL BE GIVEN!

**Office Hours:**

The office is open from the 1<sup>st</sup>-5<sup>th</sup> from 1:00- 6:00 p.m.

Security Deposit: Your security deposit will only be returned to you if:

- Thirty-day notice of moving is given on the 1<sup>st</sup> of the month when that months' rent is due to be paid.
- If you DO NOT pay your rent or give the proper notice of moving out, you will forfeit your security deposit.  
Signature: Shelly Greaves William Smith
- If the apartment is cleaned including carpets and no damages have been made to our property.
- If for any reason you are asked to move out or if you are evicted, you will automatically forfeit your security deposit.  
Signature: Shelly Greaves William Smith

When you vacate your apartment the following costs will be withdrawn from your security deposit:

- Professional carpet cleaning fee
- Apartment cleaning fees
- Any needed repairs and painting
- Any electric bills that are due or other charges that have accrued
- If you do not turn in your keys to your apartment or to your mailbox you will be charged for the replacement.

DO NOT turn off your lights until your belongings are out of your apartment and you turn your keys in.

If damage has been made to our property you will be billed for the repairs.

The landlord has 30 days to return your deposit.

Renters Insurance: We suggest that all tenants gain renters insurance. We are only responsible for our property

The law states you can give a 30- day notice when you want to move it also states I can give you a 30- day notice to move for any reason or no reason at all and your rent has to be paid.

Signature: Shelley Cohen Jellison Date: 2/14/18  
Smith 4/2/18

The managers are acting on my behalf you will respect them as they're doing a job and have to answer to me. Do as you agree and there will be no problems. The maintenance staff is also employed by the owners and will only complete work that has been submitted by the office. If you have maintenance requests complete a form and submit it to the office.

All tenants are to read this agreement and sign that they agree to the terms with Santee Run Apartments.

Signature: Shelley Cohen Jellison Date: 2-14-18 4/2/18  
Smith

Managers signature: B Swan Date: 2-14-18

### Tenant Guidelines- Complex Rules

1. No alcohol containers or drinking alcohol is allowed anywhere outside of your apartment this includes your visitors and guests.
2. NO Smoking Inside your apartment. Please use ashtrays outside and keep them emptied and clean. DO NOT THROW CIGGARETTE BUTTS ON THE GROUND!

3. NO loitering in either the parking lot or in the breezeways.
- ~~4. NO partying or loud music, if the cops are called you will be evicted.  
Initial: ST JS~~
5. NO buying, selling or using of drugs. If the police are called you will be evicted. Initial: ST JS
6. NO Fighting. If the police are called you will be evicted. Initial: ST JS
7. NO working on or washing of vehicles will be permitted. NO EXCEPTIONS!
8. NO wallpaper, borders, or nail holes will be allowed. Please use picture hangers.
9. NO pets of any kind are allowed. If you are found with a pet, you will be evicted and will forfeit your security deposits. Visitors are not allowed to bring pets. Initial: ST JS
10. NO waterbeds are permitted in the aptments.
11. Children must be supervised while playing outside.
12. Keep your apartment and outside your apartment door clean and free of trash, a dumpster is provided on site. You are only allowed 2 chairs outside of your door and all furniture must be outdoor furniture.
13. When using the washers and dryers remove lint and wipe down units after every use take any trash with you are done.
14. You are responsible for your children and visitors and any damage that they may cause. If the police are called for any trouble or disturbance you will be evicted. Initial: ST JS
15. AC filters must be replaced every 30 days at your expense. Please use the correct size. If repairs need to be made and the filter is dirty or the filter is the incorrect size, you will be billed for the repairs. Keep the closet door free of dust. Do not use the closet for any storage.

16. We exterminate and do an inspection on the last Tuesday of every month starting at 9:00 a.m. If your apartment is not cleaned, you will be evicted. Initial: AB

17. We complete all repairs and fix all leaks. AC and toilet leaks are considered emergency issues. If you have a problem, please notify the managers as soon as possible to have the problem resolved. The issue will not be fixed if it doesn't go through the office. You will be notified if there was a problem while you were not at home and maintenance had to enter.

18. -You must get approval from the office manager prior to having an overnight guest as well as moving anyone into your apartment. We must have information and a background checks on all persons who live in your apartment, if you move anyone into your apartment you will be charged 1/3 of your rent for the additional person. The cost will be as followed:

- One bedroom: \$150.00 for 1 additional person
- Two bedroom: \$183.00 for 1 additional person

Tenants also must adhere to the following

- One bedroom: 2 adults, no children
- Two bedroom: 2 adults/ 2 children (must be two boys or 2 girls) children over 18 are considered extra persons.

19. Parking. ALL visitors are to park in the back lot on the second row. The front lot is first come first serve if all the spaces are occupied you must park in the back. The parking lots are not used for vehicles that are not tagged and legal. If the vehicle is not in running condition it must be moved or will be towed at your expense.

20. No grills are to be places on sidewalks or on balconies for storage violators will be fined by the Fire Marshall. Grilling is only to be done in the courtyard area and must be supervised as well as moved once

the grill is cool. You are responsible for any damaged that is caused  
when using a grill to both people and property.

21. Place all trash in the dumpster. DO NOT put furniture in the dumpster, you must take these items to the county landfill.
22. Do not install a satellite dish of any kind. Cable is provided by Home Telecom.
23. You are in charge of replacing your light bulb outside your apartment if it goes out and we have to change it there will be a \$5.00 fee.
24. IF THE POLICE ARE CALLED FOR ANY REASON, YOU WILL BE EVICTED. Initial: ST JB

Please abide by the rules that have been set forth and you should have a great stay at Santee Run Apartments. By signing below, you are agreeing to all guidelines and rules. No further notice will be given on the above guidelines.

Signature: Shelly Andrews Date: 2-14-18

Signature: Julian Smith Date: 4/2/18

Managers signature: B. Swan Date: 2/14/18

**EXHIBIT E**  
**of Appellants' Initial Brief**

**KIDDE**  
**Ionization Smoke Alarm Model 0915**

9V Battery Powered; For repair or service return to Kidde Safety, Mebane, NC 27302. (800-880-6788) Three pulse alarm pattern indicates that particles of combustion have been detected. Periodic flashing (45 sec.) of the red LED, indicates that the alarm is operating. An intermittent "CHIRP" indicates a low smoke alarm battery. See the inside of the battery door for complete battery information. Not recommended for operation at temperatures below 40°F or above 100°F, or in humidity higher than 85%, as these conditions may reduce battery life. Clean your alarm (annually) using compressed air or a vacuum cleaner hose and vacuuming or blowing air through the openings around the perimeter of the alarm. If cleaning does not restore your alarm to normal operation, the alarm should be replaced.

Sensitivity =  $1.26 \pm .38$  percent/h

This device contains 0.9 Micro curies of Americium 241, a radioactive material and is distributed under U.S. NRC NO. 32-2381

**SEE OWNER'S MANUAL FOR COMPLETE INSTRUCTIONS .. WEEKLY TESTING IS REQUIRED**

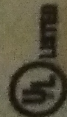
Manufactured under one or more of the following patents, 4246572, 4972181, D346981 Others pending

REPLACE IN 10 YEARS

2006 Jun. 02

MADE IN CHINA C

TO REPLACE THE BATTERY OPEN

 **UL LISTED**  
SINGLE STATION SMOKE ALARM  
NOT FOR USE IN RECREATIONAL VEHICLES  
ISSUE NO. 71622

**EXHIBIT F**  
**of Appellants' Initial Brief**

843 871 9403

Robert Gess



**Incident Report: 1900678**

**Basic Information**

**Incident Number**    **Date/Time**    **Exp #**    **Incident Type**  
1900678                    05/29/2019                    0    111 - Building fire

**Times:**

Dispatch/Alarm	Enroute	Arrival	Controlled	Last Unit Cleared
05/29/19 00:29:19	05/29/19 00:32:21	05/29/19 00:32:21	05/29/19 02:04:26	05/29/19 04:44:52

**Location:**

219 BONNOITT ST #33, MONCKS CORNER, SC 29461

**Details**

<b>Alarms:</b> 1	<b>District:</b> CTY
<b>Shift:</b> A Shift	<b>Township:</b> MONCKS CORNER
<b>Station:</b> Station 1	<b>Census Tract:</b>

**Property Use:**

429 - Multifamily dwelling

**Haz Mat Release:**

**Mixed Use Property:**

**Detector Status:**

**Estimated Dollar Value and Losses**

	PRE-INCIDENT VALUES	LOSSES
Property	\$458400	\$458400
Contents	\$100000	\$100000

**Incident Actions**

11 - Extinguishment by fire service personnel

**Mutual Aid**

*Type of Aid: 2 - Automatic aid received*

**Agency: Whitesville Rural VFD (Co 6)**

**FDID: 08222**

**Custom Department Identifier:**

**Agency's Incident Number:**

**Mutual Aid Purpose:** Automatic Aid Given

TIMES			
Notify	Arrival	Cleared	Cancel
05/29/19 00:29:19			

	Apparatus	Personnel
Fire	2	6
EMS		
Rescue		
Other	2	4

**Agency: Moncks Corner Rural FD (Co 7)**

**FDID: 08226**

**Custom Department Identifier:**

**Agency's Incident Number:**

**Mutual Aid Purpose:** Automatic Aid Given

TIMES			
Notify	Arrival	Cleared	Cancel
05/29/19 00:29:19			

	Apparatus	Personnel
Fire	1	4
EMS		
Rescue		
Other		

**Responding Apparatus and Personnel**

**E-1**

**Primary Use at this Incident:** 1 - Suppression

Dispatch	Enroute	Arrival	Cleared	In Quarters
05/29/19 00:29:19	05/29/19 00:32:21	05/29/19 00:32:21	05/29/19 04:44:52	

**Personnel Responding on: E-1**

KINSEY, WALTER K  
DENNY, COREY L

**E-3**

**Primary Use at this Incident:** 1 - Suppression

Dispatch	Enroute	Arrival	Cleared	In Quarters
05/29/19 00:29:19	05/29/19 00:32:21	05/29/19 00:32:21	05/29/19 04:44:52	

**Personnel Responding on: E-3**

POWELL, JOSEPH S

**F-1 Tahoe**

**Primary Use at this Incident:** 1 - Suppression

Dispatch	Enroute	Arrival	Cleared	In Quarters
05/29/19 00:29:19	05/29/19 00:32:21	05/29/19 00:32:21	05/29/19 04:44:52	

**Personnel Responding on: F-1 Tahoe**

GASS, ROBERT L

**SQUAD 1**

**Primary Use at this Incident:** 1 - Suppression

Dispatch	Enroute	Arrival	Cleared	In Quarters
05/29/19 00:29:19	05/29/19 00:32:21	05/29/19 00:32:21	05/29/19 04:44:52	

**Personnel Responding on: SQUAD 1**

AVINGER, TREY  
CANNON, RANDY

**Truck 1**

**Primary Use at this Incident:** 1 - Suppression

Dispatch	Enroute	Arrival	Cleared	In Quarters
05/29/19 00:29:19	05/29/19 00:32:21	05/29/19 00:32:21	05/29/19 04:44:52	

**Personnel Responding on: Truck 1**

YOUNG

**Actions Taken by Apparatus**

**Apparatus: E-3**

11 - Extinguishment by fire service personnel

**Apparatus: Truck 1**

11 - Extinguishment by fire service personnel

**Apparatus: SQUAD 1**

11 - Extinguishment by fire service personnel

**Apparatus: F-1 Tahoe**

81 - Incident command

**Apparatus: E-1**

11 - Extinguishment by fire service personnel

**Apparatus and Personnel Counts**

	Suppression	EMS	Other
Apparatus	5	0	0
Personnel	7	0	0

**Fire Details**

**Property Details**

**Total Number of Buildings Involved in Fire:** 1 **Acres Burned:**  
**Is it a Residential Property?:** True  
**If True, Number of Residential Units:** 20

**Ignition**

**Area of Origin:** 24 - Cooking area, kitchen



**Item Contributing to Spread:** 76 - Cooking materials, including edible materials  
**Material Contributing to Spread:** 27 - Cooking oil, transformer or lubricating oil

**Detectors**

**Detector Presence:** N - None present

**Detector Details**

**Type:** **Power:**  
**Operation:** **Effectiveness:**

**Detector Failure Reason:**

**AES - Automatic Extinguishing System**

**AES Presence:** N - None Present

**AES Details**

**Type:** **Number of Sprinklers**  
**Operation:**

**AES Failure Reason:**

**Narratives**

**Title:** Narrative

**Narrative:**

MCFD was dispatched to 219 Bonnoitt St for a structure fire. We were advised while en route there were flames showing. MCFD arrived to find a 2 story residential apartment complex with flames showing through the roof on the C - D sides. MCPD was on scene evacuating people from the bottom floor, they told me there was someone still in the apartment in the A - B Corner. I went on air and entered into the apartment and got the resident out. We were advised everyone was out from the top floor. Both 1 3/4 cross lays were deployed and sent to the C side of the structure to knock down the fire. The 1 3/4 front bumper line was deployed on the B side. Water supply was established and E-1 deployed the deck gun on the B side. Company 6 & 7 assisted with apparatus and manpower to extinguish the fire. The fire was turned over to MCPD for investigation.EOR/CLD

**Title:** Narrative Addendum

**Narrative:**

Findings from the preliminary report from the SLED investigation stated this was an accidental fire caused by the resident having fallen asleep while cooking. The fire was found to have originated in a pot left on the stove in the kitchen.

May 31, 2019 16:05

Page 6 of 7

**Authorization**

**Report Completed:** 5/29/2019

**Member Making Report:** DENNY, COREY L.

**Member Making Report Assignment:**

**Officer In Charge:** GASS, ROBERT L.

**Officer In Charge Assignment:**

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**Reviewed By:** GASS, ROBERT L.

**Reviewed Date:** 5/31/2019

**EXHIBIT G**  
**of Appellants' Initial Brief**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )  
 )  
Shelby Trehus )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Santee Run Apartments, a South Carolina, )  
Corporation, and Shelby Jean Colley, )  
 )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

Case No. 2019-CP-08-02808

VERDICT FORM

LEAH GUERRY DUPRE  
CLERK OF COURT  
BERKELEY COUNTY, SC  
2021 FEB 25 PM 1:52

FILED

VB

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )  
 )  
Kayden Montagna, a minor, by his guardian )  
ad Litem Shelby Trehus, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Santee Run Apartments, a South Carolina, )  
Corporation, and Shelby Jean Colley, )  
 )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

Case No. 2020-CP-08-00965

VERDICT FORM

1. As to Shelby Trehus, we the jury unanimously find the Defendant was negligent,

YES

NO

VB

If YES, we the jury unanimously find the Defendant's negligence was the proximate cause of Shelby Trehus' injuries:

\_\_\_\_\_ YES

✓ NO

2. As to Shelby Trehus, we the jury unanimously find Shelby Trehus was negligent,

\_\_\_\_\_ YES

0 NO

If YES, we the jury unanimously find Shelby Trehus' negligence was the proximate cause of Shelby Trehus' injuries:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

3. We the jury unanimously find the percentage of Defendant's negligence which proximately caused Shelby Trehus' injuries is:

0

4. We the jury unanimously find the percentage of Shelby Trehus' negligence which proximately caused her injuries is:

0

**NOTE:** Please be sure the percentages in Questions 3 and 4 add up to 100 percent.

5. Is Shelby Trehus' negligence greater than Defendant's negligence?

\_\_\_\_\_ YES

0 NO

If YES, stop here and begin questions for Kayden Montagna.

If NO, go on to question 6.

6. As to Shelby Trehus, we the jury unanimously award damages in favor for Shelby Trehus in the amount of \$ 0.

7. As to Kayden Montagna , we the jury unanimously find the Defendant was negligent,

\_\_\_\_\_ YES

✓ NO

If YES, we the jury unanimously find the Defendant's negligence was the proximate cause Kayden Montagna's injuries:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

8. As to Kayden Montagna, we the jury unanimously find Kayden Montagna was negligent,

\_\_\_\_\_ YES

✓ NO

If YES, we the jury unanimously find Kayden Montagna's negligence was the proximate cause of Kayden Montagna's injuries:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

9. We the jury unanimously find the percentage of Defendant's negligence which proximately caused Kayden Montagna's injuries is:

0

10. We the jury unanimously find the percentage of Kayden Montagna's negligence which proximately caused his injuries is:

0

**NOTE:** Please be sure the percentages in Questions 9 and 10 add up to 100 percent.

11. Is Kayden Montagna's negligence greater than Defendant's negligence?

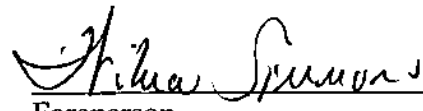
\_\_\_\_\_ YES

✓ NO

If YES, stop here.

If NO, go on to question 12.

1. As to Kayden Montagna, we the jury unanimously award damages in favor for Kayden Montagna in the amount of \$ 0.

  
Foreperson

Date: 2-25-22  
Berkeley County, SC