



5 Medical Ct • Sumter, SC 29150 • Office (803) 774-2111
southern.touch.pmic@gmail.com • <https://southern-touch-properties.managebuilding.com>

Columbia Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED
May 04 2023
SC Court of Appeals

RE: Appellate Case No. 2023-000630

This letter serves as the Respondent's response to Appellant's letter requesting appeal dated April 20, 2023 (see **EXHIBIT 1**).

RESPONDENT ANSWER:

1. The signed lease (see **EXHIBIT 2**) states that rent payments are due on the first of the month. The SC Residential Landlord and Tenant Act SECTION 27-40-710 states: "If rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section 27-40-540, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period."

There is no evidence of "harm" caused by the Respondent nor Judge Kristi Curtis following the guidelines of the SC Residential Landlord and Tenant Act.

2. Appellant(s) were habitually late paying rent (see **EXHIBIT 3**). November 2022, payment was received eighteen (18) days after the due date. Appellant(s) did not contact Respondent until December 5, 2022 to request a payment to be accepted on December 16, 2022 and stated "we anticipate this being the last month we are behind." No other communication received regarding additional months being paid late (see **EXHIBIT 4**). On January 9, 2023 Respondent representative, Rebecca Woolever contacted Appellant and left a voicemail stating that rent had not been received and Respondent would be filing for eviction. Appellant called the office to inform that they did not have the rent payment. A partial payment was made by the Appellant on January 9, 2023.
3. No contract was made other than the signed lease.
4. No record of agreement to accept payment on January 10, 2023.
5. No record of agreement to accept payment arrangement.
6. No record of agreement to accept payment arrangement.
7. No record of agreement to accept payment arrangement; no evidence to support conversation with Respondent.

8. No record of agreement for payment arrangement. The Respondent representative referred to by Appellant (Kristen) denies the claims made by the Appellant.
9. Respondent denies other contracts.
10. Respondent representative Shawn Schneider was not aware of a contract because there is no additional contract.
11. EXHIBIT 2 is the text message thread referred to by Appellant.
12. Respondent denies other contracts.
13. This Notice of Appeal to the SC Court of Appeals is the first that the Respondent is aware of a "contract" issue.
14. This statement is not in the return provided by Judge Keith Griffin (see **EXHIBIT 5**).

Additionally, Respondent would like to point out that the first claim for appeal to lower court was Appellant claiming Respondent failed to make any repairs. This appeal is based on a contract that the Respondent denies. Appellant failure to make timely rent payments has cause harm to the Respondent and the property owner that has designated Respondent to act as their agent to manage their property.

Respondent has remained fully compliant with the SC Residential Landlord and Tenant Act and requests that the court reject the Appellant claims.

Respectfully,

Southern Touch Property Management, LLC
RESPONDENT
5 Medical Court
Sumter, SC 29150
803-774-2111

CC: Jamar Stark, Tyla McNeill

EXHIBIT 1

RECEIVED

APR 20 2023

SC Court of Appeals

Official Appeal

April 19, 2023

Columbia Court of Appeals

1220 Senate St

Columbia SC 29201

RE: Jamar Stark and Tyla McNeill, Appellant, v. Southern Touch Properties, Respondent Case No. 2023CP4300148

Dear Sir / Madam:

Jamar Stark and Tyla McNeill respectfully request an appeal in the case No. 2023CP4300148. This case was heard on April 17, 2023 by the honorable Kristi F. Curtis. In this hearing, Judge Curtis made a legal mistakes that caused them harm.

1. Judge Curtis stated in her decision, "The lease provides that payment is due on the 1st of each month. Appellant argues they should have had until the 10th of the month to pay rent before Landlord could file for eviction. This court disagrees" This critical misunderstanding of the lease vs contract under South Carolina Law, on the honorable Kristi F. Curtis's part caused major harm to their complaint.
2. In November 2022, the appellants made representative (Kristian) from Southern Touch Properties know they had just had a baby who was hospitalized with meningitis, lost Mr Starks mother, and Ms McNeill has contracted Covid 19 all within a matter of 2 weeks. Because of these unfortunate circumstances, they requested a payment arrangement for December 2022, and January 2023. They were confident by February 2023, they would be back on track and able to pay rent without the payment arrangement. To this, Southern Touch Properties (Kristian) agreed.
3. The contract was fulfilled in December 2022.
4. January 2023, the appellants spoke with Southern Touch Properties (Kristian) and came to the following agreement, "\$700 plus fee January 9th 2023, remaining balance the following day January 10th" Thus, entering into a legal contract.
5. The appellants paid the first half of the agreement (\$700.00 plus fees) on January 9th as agreed.
6. On January 10, 2023, the appellants attempted to pay the remaining balance at 10:00 am and was told by Southern Touch Properties (Krisitan) "We actually decided to file the eviction, we will not be accepting rent at this time"

EXHIBIT 1

7. When questioned further by the appellants, Southern Touch Properties (Kristian) agreed there was a contract in place, but Southern Touch Properties just decided to file "in this case".
8. A contract is created when there has been an offer identifying a "bargained for exchange," acceptance of that offer, and an exchange or promise to exchange valuable consideration. *Sauner v. Public Serv. Auth. of S.C.*, 581 S.E.2d 161, 166 (S.C. 2003). Once a contract has been created, both parties are bound by their duties thereunder.
9. Southern Touch Properties is in clear violation and Breach of Contract under South Carolina Law.
10. The Honorable Kristi F. Curtis questioned Souther Touch Representative (Shawn Sneider) in the hearing regarding the contract, where he said "I umm, I had no knowledge". The continuous miscommunication between Southern Touch Properties and their staff, should not affect the appellants.
11. The Honorable Kristi Curtis was also provided with the text message conversation between Southern Touch Properties (Kristian) and Tyla McNeill.
12. The blatant disregard of the contract that was set in place to protect the appellants caused major harm to the case.
13. The appellants are requesting an appeal be heard, and consideration of the contract be upheld in the Columbia SC appeal court.
14. Original documentation from a hearing held on February 2,2023 with the honorable Keith Griffin states "Notified Souther Touch that rent would be late...testified he had the funds available to pay past due rent and february, but they refused to accept it".

Jamar Stark & Tyla McNeill

6195 Fish Rd

Dalzell SC 29040

803-468-7220

Cc. Southern Touch Properties

5 Medical Court

Sumter SC

803-774-2111

EXHIBIT 2**RENTAL/LEASE AGREEMENT
THAT REVERTS TO MONTH TO MONTH
AGREEMENT AT END OF TERM OF LEASE**

THIS AGREEMENT is made, and entered into, on **Dec 30, 2021**, by and between “**Jillian Clamor**” Owner,” herein known as Landlord and **Jamar Stark and Tyla McNeill** herein known as Tenant.

1. **AGENT:** Tenant understands Southern Touch Property Management, LLC is the acting agent of the “Owner,” Landlord. This Rental/Lease Agreement shall be binding if management of the property is transferred to the “Landlord” or any agent procured by the Landlord.
2. **PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the premises known as **6195 Fish Rd, Dalzell SC 29040**.
3. **TERM OF TENANCY:** Tenant agrees to rent for a minimum of 24 months from **January 20, 2022** to **January 31, 2024** at a rental rate of **\$1450** per month. Thereafter, this Rental/Lease agreement will become a month-to-month tenancy, based upon the same terms and conditions stated herein, unless modified in writing.
4. **NOTICE:** The Tenant can serve notice on Landlord and/or Landlord’s Agent at Southern Touch Property Management, LLC, 5 Medical Ct, Sumter, SC 29150, or any address designated by Landlord or Landlord’s Agent. Notice begins on the day notice is received by Landlord or Landlord’s agent and must be in writing. Tenant can give notice by postal service, personal delivery, email, and/or facsimile. Except as prohibited by law, either party may cancel this Agreement after 23 months, by service upon the other, with a written **30 Day Notice to Vacate**. Any holding over thereafter shall result in Tenant being liable to Landlord for “rental damage” at the fair rental value of **\$48.33** per day. Tenant is responsible for payment of rent during the **30 day** notice period.
5. **Tenant agrees** to allow Southern Touch Property Management, LLC to send out notifications by email.
6. **JOINT AND SEVERAL LIABILITY:** The undersigned Tenant, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental/Lease Agreement, and shall indemnify Landlord for liability arising prior to the termination of the Rental/Lease Agreement for personal injuries or property damage, caused or permitted by Tenant(s), their guests and invitees. This does not waive Landlord’s “duty of care” to prevent personal injury or property damage where that duty is imposed by law.
7. **RENT:** Rent is due in advance, on the first (1st) day of each month, *no exceptions*.
8. **PAYMENT OF RENT:** Rent is payable to Southern Touch Property Management, 5 Medical Ct, Sumter, SC 29150, or online at <https://southern-touch-properties.managebuilding.com>. The tenant is to pay rent by check, cashier’s check, or money order, to any agent or address designated by Landlord. No cash is to be paid. The Landlord, and/or agent for Landlord, does not accept post dated checks, two or three party checks. If payment is by check, the check must be from one of the Tenant(s) signed on this Rental/Lease Agreement. If the Tenant(s) submits a Non Sufficient Fund check, the Landlord, and or Landlord’s Agent, has the option to require Tenant to pay all future payments in cashier’s check or money order.
9. **LATE RENTS & FEES:** Rents are due on the **first (1st)** day of each month and Southern Touch Property Management, LLC does not consider rent paid unless **RECEIVED** by the office of Southern Touch Property Management, LLC or any other agent assigned by Landlord. This includes any prorated rents, which are due during any time of tenancy. The Landlord, and/or Landlord’s agent, does not consider depositing rent in the mail after the **second (2nd)** of the month timely payment, nor is postage delays and delays due to holidays, which are still considered the Tenant’s responsibility. Tenants must pay rent after the **fifth (5)** of the month by cashier’s check or money order. Late rent can incur the following fees:
 - **Late fee:** If Landlord, and/or Landlord’s agents, does not receive rent by the **fifth (5th)** of the month, a **\$30.00** late fee is due. After the **fifth (5th)**, an **additional \$10.00 late fee is due each day**.
 - **NSF Fee:** If tenant’s rent, or any tenant funds, does not clear the bank, the Tenant is required to reimburse the funds **in cashier’s check or money order**. There will be a **\$30.00** Non-Sufficient Fund fee as well as a **\$30.00** late fee due totaling **\$60.00**. The Landlord and/or Landlord’s Agent will not accept another personal check for a non-sufficient funds check; there are no exceptions to this policy.
10. **SECURITY DEPOSIT:** The Tenant(s) shall deposit with the **property manager** as a security deposit, the sum of **\$1450**, payable prior to occupancy. Tenant cannot use the security deposit during the occupancy, or term of the lease for rent. Tenant must pay rent in full during the occupancy and lease of the property. The **property manager** shall furnish, no later than **30 days** after the Tenant has vacated the Premises, an itemized written statement for the security deposit. This statement shall contain the amount of any security deposit received, the disposition of such security deposit, and shall return any remaining portion of such security deposit to the tenants. The **property manager** may withhold from security deposit only such amounts as are reasonably necessary to remedy tenant

The following Tenant initials acknowledge receipt and review of this page

Handwritten signature and initials in blue ink, enclosed in a blue rectangular box.

EXHIBIT 2

damages/defaults. This can include, but is not limited to: any property damage; cleaning; legal expenses; costs of collection; loss of property owners or Landlord's personal property included in Rental/Lease Agreement; loss of rents; late fees; service fees; non-sufficient fund fees; tenant caused billings; photographs of damage; pest control treatments; change of locks if keys are not returned; or if tenant provides an unauthorized person with any key to the property.

11. **TENANT ACKNOWLEDGES** the property manager holds the security deposit, listed in this Rental/Lease Agreement. Tenant acknowledges & agrees the Tenant cannot use the security deposit for rent at any time during occupancy. Tenant also acknowledges they do not receive any security deposit refund until *after vacancy* and the Landlord and/or Landlord's agent issues the existing security deposit to all *current* tenants on the Rental/Lease Agreement at the time of vacancy. Landlord and/or Landlord's agents does not refund any portion of the security deposit if one or more parties give notice to vacate, prior to vacancy and are no longer listed on the Rental/Lease Agreement. The Landlord and/or Landlord's agent only refunds the security deposit when the tenants completely vacate the property.
12. **UTILITIES:** Tenant shall pay for all utilities such as electric, gas, cable, telephone, or any other services desired by tenant. Tenant must immediately notify all utility companies for which they are responsible, of their occupancy and responsibility for payment.
13. **PAYMENTS PRIOR TO OCCUPANCY: Security deposit: \$1450; First month's rent: \$483 (prorated)**
14. **OCCUPANTS:** The premises shall be occupied by only the following named persons: **Jamar Stark and Tyla McNeill** and family (not to exceed 5 occupants);
15. **OTHER OCCUPANTS:** Occupancy by anyone other than the persons named in Paragraph 14, for more than 14 nights shall constitute a breach of this Agreement, unless, prior consent is obtained in writing by Landlord.
16. **CONDITION:** The tenant has examined the premises, including any furnishing and appliances, if any, and the tenant accepts the premises as being in acceptable and operative condition.
17. _____ Tenant authorizes Southern Touch Property Management, LLC to send notifications to their email address, Tylamcneill2016@gmail.com and tenant agrees to notify Southern Touch Property Management, LLC when their email addresses change.
18. **VERIFICATION OF DRIVERS LICENSE OR ID, write in at time of signing:**

DL#	State of	For	
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19. **ASSIGNMENT AND SUBLETTING:** The undersigned Tenant agrees and understands they are NOT to sublet any portion of the property in which they have entered into agreement under the terms of this Rental/Lease Agreement. If the Tenant wishes to have another person or persons reside in the property, they must abide by the following:
 - They must first contact the Landlord or Agent for the Landlord, and submit in "writing" any request for another person or persons to reside in the property. If the person desired is eighteen (18) years of age or older, they must complete a Rental Application and complete the processing of the application. The Landlord approves or denies the application.
 - The Tenant(s) agrees to abide by Landlord's decision whether to allow another person to reside in property.
 - If Landlord approves the proposed applicant, they must then complete the necessary forms for addition to the Rental/Lease Agreement. The original walk through inspection of this Rental/Lease Agreement will prevail.
 - The Landlord or Agent of the Landlord can request a walk though inspection of the property.
20. **APPLICATION OF FUNDS:** Monies paid by Tenant shall be applied to charges in the following order: 1) Tenant caused billings; 2) Non sufficient fund fees, late fees and/or service fees; 3) Past Due Utilities; 4) Attorneys fees; 5) Tenant caused property damage; 6) Past due rent, oldest month to newest, and as set forth previously in this Rental/Lease Agreement.
21. **KEYS AND CONTROLS:** The Landlord and/or Landlord's Agent is to retain keys to the property. If the Tenant causes a lock change, Tenant shall furnish within five (5) working days, a new set of keys, or pay for the cost of the lock change. The tenant is to re-key the locks on the property with the same type of lockset. If the tenant does not furnish the keys when vacating, the Tenant agrees to pay the cost of re-keying of the property, the cost of any lost keys or controls listed below which have been furnished to tenant. The tenant upon occupancy has been given the following keys and controls: **2 house keys**
22. **VEHICLES:** Tenant shall not perform any business connected with vehicles on the property, in the garage, and/or carport. Tenant is not to park vehicles of any kind on any area other than the driveway, designated RV access, if applicable, or the street. Tenant is to remove any vehicles leaking oil, or gasoline, from the premises until repaired. Tenant and/or tenant's guests are not to park inoperative or unregistered vehicles on or in front of the property. All vehicles not listed below must have the approval of Southern Touch Property Management or agent of the Landlord. The vehicles which are permitted on this property are the following:
23. **PETS:** The Tenant shall not have any animals, birds, or pets of any nature, on or about the premises, with no exception. This also includes the animals, birds, or pets of any kind of any guests, relatives, or invited parties to

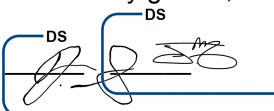
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EXHIBIT 2

- the premises. There is to be “no baby-sitting or care-taking” of any other person(s) animals, birds or pets of any nature.
24. **INSURANCE:** Tenant is to provide their own insurance for their possessions both inside and outside of the residence. Tenant is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord’s insurance will not cover their personal possessions or vehicles. Tenant is also aware the Agent’s insurance will not cover their personal possessions or vehicles losses; this includes flood, fire, wind, rain, roof leaks, water seepage, and any other cause.
 25. **USE OF PREMISES:** Tenant must use premises only as a residence. The tenant is prohibited from operating a business in this property, unless with consent of Landlord. Tenant shall not violate any governmental law in the use of the Premises, commit waste or nuisance, annoy, molest, or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulations (CC&R’s) of Record.
 26. **ENTRY AND INSPECTION:** Landlord or Landlord’s Agent has the right to enter the Premises to make necessary repairs, alterations, to show to prospective Landlords, and to inspect the premises with **24** hour notice. The Landlord/Agent reserves the right to visit the property on a semi-annual basis (every six months) to determine any needed maintenance or review any issues related to the property and/or it’s Tenant. The Landlord/Agent will notify the Tenant in advance of the necessity to visit the property for this purpose. During the last thirty-days of occupancy, Tenant authorizes Landlord to place a FOR RENT sign on the property and to show property to prospective tenants.
 27. **TELEPHONE NUMBERS AND EMPLOYMENT.** Tenant agrees to furnish to Landlord, or Landlord’s Agent, a home telephone number within two weeks of occupancy and any change in employment and employment telephone numbers.
 28. **BREACH OF CONTRACT:** In the event the Tenant moves out prior to the end of the lease, or Landlord evicts tenant due to a lease violation, Tenant agrees to reimburse Landlord for all costs incurred because of the breach. These costs may include, but are not limited to attorneys’ fees, lost rents, and other damages.
 29. **BREACH WITHIN LEASE PERIOD:** In the event Tenant breaches any part of this Agreement, within the lease period of the Agreement, then Landlord can withhold from any funds paid by tenant, the costs of re-renting the premises, including, but not limited to, advertising fees, utilities and the rent-up fee paid by Landlord to the Landlord’s agent. Tenant understands this agreement contains a lease period, and if Tenant defaults prior to the end of the lease period, Tenant will be obligated to reimburse the Landlord for the remaining costs of the lease period. Landlord can deduct these costs from any tenant paid funds.
 30. **WATER FILLED FURNITURE;** Tenant will not have water-filled furniture.
 31. **RULES AND REGULATIONS:** Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decision of Landlords’ association or Landlord, posted on the premises, given, and/or delivered to Tenant. Tenant shall pay any fines or charge imposed by Landlords’ association or other authorities due to any violation by tenant, or the guests of Tenant. The guests of Tenant shall not disturb, annoy, endanger, or interfere with other Tenants and neighbors, or use the Premises for any unlawful purposes, including but not limited to using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises.
 32. **OUTSIDE AND YARD MAINTENANCE:** Tenant understands, at all times, Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and or any other unsightly items. Tenant is also responsible for maintaining and watering the landscaping at all times.
 33. _____ Tenant is responsible for maintenance of **all** landscape. This includes mowing, weeding, trimming, watering of landscape, setting of any automatic timers for irrigation/sprinkler system, and report problems to Landlord/Agent. If tenant does not care for landscape as required and disregards notice to correct landscape by Landlord/Agent, Landlord or Landlord’s Agent reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance.
 34. **ALTERATIONS:** Tenant shall not add or change locks, or make any other alterations to the Premises without Landlord's prior written consent except as provided by law. Tenant, without Landlord or Landlord’s Agent prior written consent, shall do no repairs, decorating, or alterations. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, and hanging of murals or posters. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceeding caused by Tenant and agrees to indemnify Landlord and/or Landlord’s Agent in the event of any such claim or proceeding.
 35. **MOLD: The Tenant agrees to report immediately any evidence of mold to the Landlord and/or Landlord’s Agent and to maintain a clean environment that discourages mold.**
 36. **DRUG FREE HOUSING: The tenant agrees to provide drug free housing in and on the property.**
 37. **POSSESSION:** If tenant abandons or vacates the Premises, Landlord or Landlord’s Agent, may terminate this agreement and gain lawful possession.

The following Tenant initials acknowledge receipt and review of this page

EXHIBIT 2

- 38. **CREDIT REPORTING:** The tenant understands and acknowledges that if the Tenant fails to fulfill the terms of their obligations within this Rental/Lease Agreement, Southern Touch Property Management and/or Landlord can submit a negative credit report reflecting the Tenant's credit to a credit-reporting agency.
- 39. **CONFIDENTIALITY:** All tenant records remain confidential in the Southern Touch Property Management office.
- 40. **TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES:** Tenant shall be responsible for the following:
 - NO SMOKING IN HOME AT ANY TIME and replace HVAC filters every 30 to 60 days.
 - Pest Control
 - Keeping the property clean and sanitary inside and out, and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises. Repair any wall damage and repaint with matching paint color (ask landlord for proper color code).
 - Obtain professional carpet cleaning upon vacating.
 - Reporting to Southern Touch Property Management items needing repair.
 - To pay for damage to property because of failure to report a problem in a timely manner.
 - To pay upon demand for costs to repair, replace or rebuild any portion of the premises damaged, whether through act or negligence, by the Tenant, Tenant's guests, or invitees.
 - To replace any broken or cracked GLASS, no matter what the circumstances of breakage, unless the tenant provides a police report to Landlord/Agent detailing the circumstances of breakage. In the event of a "break in", supply Landlord/Agent with a copy of the police report at Tenant's expense; should Tenant fail to do so, Tenant agrees to pay repair costs.
 - Payment of any unnecessary repair calls, for service calls caused by Tenant's negligence, and for extra service calls because of failure to keep appointments with repair people.
 - Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
 - Under no circumstances is Tenant to perform any electrical repairs.
- 41. **LEAD BASED PAINT.** Property was built before January 1, 1978 and does require a lead based paint addendum.
- 42. **MILITARY CLAUSE:**
 The Tenants in this Agreement are not members of the military and do not require a military clause.
- 43. **ENTIRE CONTRACT:** Time is of the essence for this contract. This agreement incorporates all prior agreements between Landlord and Tenant and constitutes the entire contract, with the intention as a final expression of their agreement with respect to the general subject matter covered, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no external evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.
- 44. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 45. **INTERPRETATION OF CONTRACT:**
 I do not need an interpreter and can understand the Rental/Lease Agreement in its entirety.

46. **ATTACHMENTS:** The undersigned Tenant acknowledges, by initialing the following attachments to this Rental/Lease Agreement, the attachments are incorporated herein: Check in/Check-out Sheet

DocuSigned by: <i>Jamar Stark</i>	12/31/2021
Jamar Stark <small>CADE2B49275740A...</small>	Date
DocuSigned by: <i>Tyla McNeill</i>	12/31/2021
Tyla McNeill <small>CADE2B49275740A</small>	Date
DocuSigned by: <i>Shawn Schneider</i>	12/31/2021
Shawn Schneider, PMIC <small>902A7BEF22894EA...</small>	Date

Southern Touch Property Management, LLC

The following Tenant initials acknowledge receipt and review of this page _____

Created date	Id	Event name	Comment	Building name	People	Charge	Payment	Balance	Memo
12/30/21	20344775	Email sent	Welcome to your new Resident Center with Southern Touch Property Management, LLC!	6195 Fish Road	Jamar Stark				
12/30/21	20344770	Lease created	Lease created from January 20, 2022 to January 31, 2023	6195 Fish Road	Jamar Stark & Tyla McNeill				
12/30/21	20344771	Rent proration created	Lease created with first month proration amount: \$483.00	6195 Fish Road	Jamar Stark & Tyla McNeill	483		483	
12/30/21	20344772	Moved in	Jamar Stark moved in January 20, 2022	6195 Fish Road	Jamar Stark & Tyla McNeill			483	
1/7/22		Security Deposit				1450		1933	
1/6/22	20435211	Email sent	Payment confirmed: For 6195 Fish Road - 1 on 1/6/2022	6195 Fish Road	Jamar Stark		1933	0	
1/25/22	20550764	Email sent	Lease statement for 6195 Fish Road - 1 as of 1/25/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark			0	
2/1/22		Rent Due				1450		1450	
2/2/22	20672845	Email sent	Payment confirmed: For 6195 Fish Road - 1 on 2/2/2022	6195 Fish Road	Jamar Stark		1450	0	
2/14/22	20760857	Email sent	Request updated - "Broken Bedroom Window"	6195 Fish Road	Jamar Stark			0	
2/16/22	20773850	Email sent	Request updated - "Roaches & Mice Extermination Needed"	6195 Fish Road	Jamar Stark			0	
2/22/22	20807857	Email sent	Lease statement for 6195 Fish Road - 1 as of 2/22/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark			0	
3/1/22		Rent Due				1450		1450	
3/1/22	20915158	Email sent	Payment confirmed: For 6195 Fish Road - 1 on 3/1/2022	6195 Fish Road	Jamar Stark		1450	0	
3/14/22	21020309	Email sent	New maintenance request - "shelves in closet"	6195 Fish Road	Jamar Stark			0	
3/22/22	21068947	Email sent	Request updated - "shelves in closet"	6195 Fish Road	Jamar Stark			0	
3/25/22	21089250	Email sent	Lease statement for 6195 Fish Road - 1 as of 3/25/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark			0	
4/1/22		Rent Due				1284		1284	
4/4/22	21214848	Email sent	Payment receipt for 6195 Fish Road - 1 on 4/4/2022	6195 Fish Road	Jamar Stark		952	332	
4/6/22	21242261	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark	30		362	
4/10/22		Payment			Jamar Stark	-30	332	0	Courtesy Late Fee Removed
4/13/22	21294224	Email sent	Request updated - "Mast bathroom pipe burst"	6195 Fish Road	Jamar Stark			0	
4/14/22	21304587	Email sent	Lease statement for 6195 Fish Road - 1 as of 4/14/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark			0	
4/15/22	21312775	Email sent	Documents have been shared with you from Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark			0	
4/15/22	21312774	Email sent	Lease statement for 6195 Fish Road - 1 as of 4/15/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark			0	
4/15/22		Email Received	8:43pm from TM to Michelle Schneider						
4/15/22		Email Sent	9:14pm from Michelle Schneider to TM: Good evening, we are not harassing or retaliating - we are following the signed lease agreement. I compiled what you owe based on missed appointments that you have been involved with. I wanted to send that out without delay. Since you have already missed three repair appointments you have scheduled, we won't be sending anyone else out until those charges are paid. Please read the lease agreement particularly the part where it states that you will be responsible for missed appointments and unnecessary repair calls. As stated before please pay this by Monday otherwise your account will be disabled due to the eviction filing. The eviction will be based on not paying the full rent, violation of lease and willful destruction of property.						
4/19/22	21327425	Eviction pending	Status changed to eviction pending	6195 Fish Road	Jamar Stark & Tyla McNeill			0	

Created date	Id	Event name	Comment	Building name	People	Charge	Payment	Balance	Memo
4/24/22	21358303	Email sent	Lease statement for 6195 Fish Road - 1 as of 4/24/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark			0	
5/1/22		Rent Due				1450		1450	
5/6/22	21521534	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark	30		1480	
5/7/22	21533433	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark	10		1490	
5/8/22	21536707	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark	10		1500	
5/9/22	21542246	Email sent	Payment receipt for 6195 Fish Road - 1 on 5/9/2022	6195 Fish Road	Jamar Stark	-60	1450	-10	Eviction Denied; Fees removed
5/9/22	21541868	Eviction lifted	Eviction pending flag removed	6195 Fish Road	Jamar Stark & Tyla McNeill			-10	
5/9/22	21540061	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark	10		0	
5/25/22	21649644	Email sent	Lease statement for 6195 Fish Road - 1 as of 5/25/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark			0	
6/1/22		Rent Due				1450		1450	
6/3/22	21773875	Email sent	Payment receipt for 6195 Fish Road - 1 on 6/3/2022	6195 Fish Road	Jamar Stark		1450	0	
6/24/22	21934196	Email sent	Lease statement for 6195 Fish Road - 1 as of 6/24/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
7/1/22		Rent Due				1450		1450	
7/6/22	22082612	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	30		1480	
7/6/22		Email Sent	1:04pm from Nanci Avery to TM & JS: Pay or Quit						
7/7/22	22104923	Email sent	Payment confirmed: For 6195 Fish Road - 1 on 7/7/2022	6195 Fish Road	Jamar Stark & Tyla McNeill	-10	1480	-10	Fee removed for same day payment
7/7/22	22098327	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		0	
7/8/22	22115039	Email sent	Request updated - "Requested Home Repairs From Several Months Ago"	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
7/25/22	22221535	Email sent	Lease statement for 6195 Fish Road - 1 as of 7/25/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
7/26/22	22238438	Email sent	Request updated - "Requested Home Repairs From Several Months Ago"	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
8/1/22		Rent Due				1450		1450	
8/5/22	22386515	Email sent	Payment confirmed: For 6195 Fish Road - 1 on 8/5/2022	6195 Fish Road	Jamar Stark & Tyla McNeill		1450	0	
8/25/22	22530574	Email sent	Lease statement for 6195 Fish Road - 1 as of 8/25/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
10/1/22		Rent Due				1450		1450	
9/6/22	22686474	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	30		1480	
9/7/22	22702870	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1490	
9/8/22	22718042	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1500	
9/8/22		Letter Sent	Pay or Quit Notice						
9/8/22		Email Sent	2:04pm from Rebecca Woolever to TM: Pay or Quit						

Created date	Id	Event name	Comment	Building name	People	Charge	Payment	Balance	Memo
9/8/22		Email Received	<p>6:07pm from TM to Rebecca Woolever: Hello, We have absolutely no problem paying the rent. However, we have been requesting repairs that have still yet to be done. The most important being there is NO AIR and NO HEAT in the entire back half of the house, which we notified you guys of months ago, a window that still falls out, amongst a list of other things that we have previously discussed with you all. We have small children, and with temperatures in the high 90's they can't even sleep in their rooms. THE colder months are amongst us and we are certain it will then be freezing temperatures in the entire back half of the home. The rooms we pay \$1,450.00 a month for with not hesitation. There was one thing that has been fixed and it's because Southern Touch was forced to, the faucet we complained about for months completely burst and we were left without water. Even then, that was the only faucet fixed when we informed you all every faucet on the outside of the home needs repairs! We are requesting that these repairs be fixed immediately, before we hand over anymore money to this rental company. If not, we will gladly go back to court with Southern Touch and request the repairs from a judge.</p>						
9/9/22	22728333	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1510	
9/10/22	22736296	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1520	
9/11/22	22739493	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1530	
9/12/22	22743863	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1540	
9/13/22	22752962	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1550	
9/15/22	22773482	Eviction pending	Status changed to eviction pending	6195 Fish Road	Jamar Stark & Tyla McNeill			1550	
9/15/22		Email Received	<p>7:47pm from TM to STPM: Southern Touch Property Management, As per the conversation with Kristen yesterday it is understood that neither Southern Touch or the owner of 6195 Fish Rd, plan to fix any of the hazards or necessities that a landlord is required by law to fix. We understand that the process to have our case heard in court for the 2nd time in 9 months will be filed today, September 15,2022. Per Kristen's statement yesterday of "if you don't like it, you have every right to break your lease" we understand that although that might be what Southern Touch and the owner of the home might prefer, we will absolutely NOT being do so. We have the rent for September, as I have stated multiple times, however, due to the unfortunate circumstance of: •only having use of the master bedroom and bathroom for months •a sky rocketed electric bill and water bill that has been spiking every month due to leaking faucets, and having to work overtime to cool down the home •the window that falls out still not repaired •Exposed wires from outlets •Closet shelves not installed from when they collapsed months ago •Doors will not close due to incorrect lock placement we do not feel comfortable making another rent payment to a management company or owner of a home who does not take the Landlord Tenant Act seriously, or the ruling of a judge seriously. We have tried a tremendous amount of times to maintain a cordial relationship with you all even after our initial court date, to which you guys have made a complete mockery of. The sour intentions of Southern Touch Properties have come to the forefront on many different occasions and to be honest is very unfortunate because we have had nothing but pure intentions from the moment we signed this lease you all keep referring to but are not upholding. We intend to continue paying rent once the necessary repairs are made. We look forward to seeing you and your Lawyer in court, or the representative you sent last time. Either will do just fine.</p>						

Created date	Id	Event name	Comment	Building name	People	Charge	Payment	Balance	Memo
9/17/22	22788340	Lease dates changed	Lease changed to January 20, 2022 to September 16, 2022	6195 Fish Road	Jamar Stark & Tyla McNeill			1550	
9/17/22	22788341	Renewal canceled	Scheduled renewals after September 16, 2022 were deleted.	6195 Fish Road	Jamar Stark & Tyla McNeill			1550	
10/1/22		Rent Due				1450		3000	
10/9/22	23049940	Lease dates changed	Lease changed to January 20, 2022 to October 09, 2022	6195 Fish Road	Jamar Stark & Tyla McNeill			3000	
10/9/22	23049941	Renewal canceled	Scheduled renewals after October 09, 2022 were deleted.	6195 Fish Road	Jamar Stark & Tyla McNeill			3000	
10/10/22	23054323	Eviction lifted	Eviction pending flag removed	6195 Fish Road	Jamar Stark & Tyla McNeill			3000	
10/10/22	23054321	Lease dates changed	Lease changed to January 20, 2022 to January 31, 2024	6195 Fish Road	Jamar Stark & Tyla McNeill			3000	
10/10/22	23054322	Renewal canceled	Scheduled renewals after January 31, 2024 were deleted.	6195 Fish Road	Jamar Stark & Tyla McNeill			3000	
10/10/22	23050656	Lease expired	Lease expired on October 09, 2022	6195 Fish Road	Jamar Stark & Tyla McNeill			3000	
10/11/22	23069272	Email sent	Payment confirmed: For 6195 Fish Road - 1 on 10/11/2022	6195 Fish Road	Jamar Stark & Tyla McNeill		2900	100	
10/11/22	23068463	Email sent	Lease statement for 6195 Fish Road - 1 as of 10/11/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark & Tyla McNeill			100	
10/11/22	23068072	Email sent	Payment receipt for 6195 Fish Road - 1 on 10/11/2022	6195 Fish Road	Jamar Stark & Tyla McNeill		100	0	
10/11/22	23062137	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
10/12/22	23073434	Email sent	Request updated - "Electrical Outlet"	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
10/12/22	23073180	Email sent	New maintenance request - "Electrical Outlet"	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
10/25/22	23167199	Email sent	Lease statement for 6195 Fish Road - 1 as of 10/25/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
11/1/22		Rent Due				1450		1450	
11/6/22	23335326	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	30		1480	
11/7/22	23341021	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1490	
11/8/22	23354342	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1500	
11/9/22	23365268	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1510	
11/10/22	23373876	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1520	
11/11/22	23383926	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1530	
11/12/22	23391267	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1540	
11/13/22	23393609	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1550	
11/18/22	23438366	Email sent	Payment receipt for 6195 Fish Road - 1 on 11/18/2022	6195 Fish Road	Jamar Stark & Tyla McNeill		1550	0	
11/24/22	23472454	Email sent	Lease statement for 6195 Fish Road - 1 as of 11/24/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark & Tyla McNeill			0	
12/1/22		Rent Due				1450		1450	
12/5/22		Text Received	1:45pm from TM to Kristen Yardley: Rent w/b paid 12/16. Anticipate last month late.						
12/6/22	23633836	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	30		1480	
12/7/22	23649834	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1490	
12/8/22	23660830	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1500	
12/9/22	23670152	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1510	
12/10/22	23678599	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1520	
12/11/22	23682191	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1530	
12/12/22	23685443	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1540	
12/13/22	23694474	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1550	
12/16/22	23724295	Email sent	Payment confirmed: For 6195 Fish Road - 1 on 12/16/2022	6195 Fish Road	Jamar Stark & Tyla McNeill		1000	550	
12/21/22	23753996	Email sent	Payment confirmed: For 6195 Fish Road - 1 on 12/21/2022	6195 Fish Road	Jamar Stark & Tyla McNeill		500	50	

Created date	Id	Event name	Comment	Building name	People	Charge	Payment	Balance	Memo
12/21/22	23753314	Email sent	Action requested: Update renters insurance for 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill			50	
12/22/22	23765293	Email sent	Freezing temps and freezing pipes!	6195 Fish Road				50	
12/25/22	23774464	Email sent	Lease statement for 6195 Fish Road - 1 as of 12/25/2022 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark & Tyla McNeill			50	
12/28/22	23818982	Email sent	Action requested: Update renters insurance for 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill			50	
1/1/22		Rent Due				1450		1500	
1/4/23	23906479	Email sent	Action requested: Update renters insurance for 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill			1500	
1/6/23	23930955	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	30		1530	
1/7/23	23944461	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1540	
1/8/23	23959908	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		1550	
1/9/22		Phone Call	Rebecca Woolever called JS; no answer. Left voicemail stating payment not received, eviction filing if not paid.						
1/9/22		Phone Call	JS called Kristen Yardley. Re: they do not have the rent. Informed of eviction filing.						
1/9/23	23973025	Email sent	Payment confirmed: For 6195 Fish Road - 1 on 1/9/2023	6195 Fish Road	Jamar Stark & Tyla McNeill		700	850	
1/9/23	23964441	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		860	
1/10/23	23976284	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		870	
1/11/23	23991443	Email sent	Action requested: Update renters insurance for 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill			870	
1/11/23	23987849	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		880	
1/12/23	23997500	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		890	
1/13/23	24005214	Email sent	PAST DUE NOTICE: For 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill	10		900	
1/18/23	24040921	Email sent	Action requested: Update renters insurance for 6195 Fish Road - 1	6195 Fish Road	Jamar Stark & Tyla McNeill			900	
1/25/23	24089303	Email sent	Lease statement for 6195 Fish Road - 1 as of 1/25/2023 Southern Touch Property Management, LLC	6195 Fish Road	Jamar Stark & Tyla McNeill			900	
2/1/22		Rent Due				1450		\$2,350.00	

EXHIBIT 4

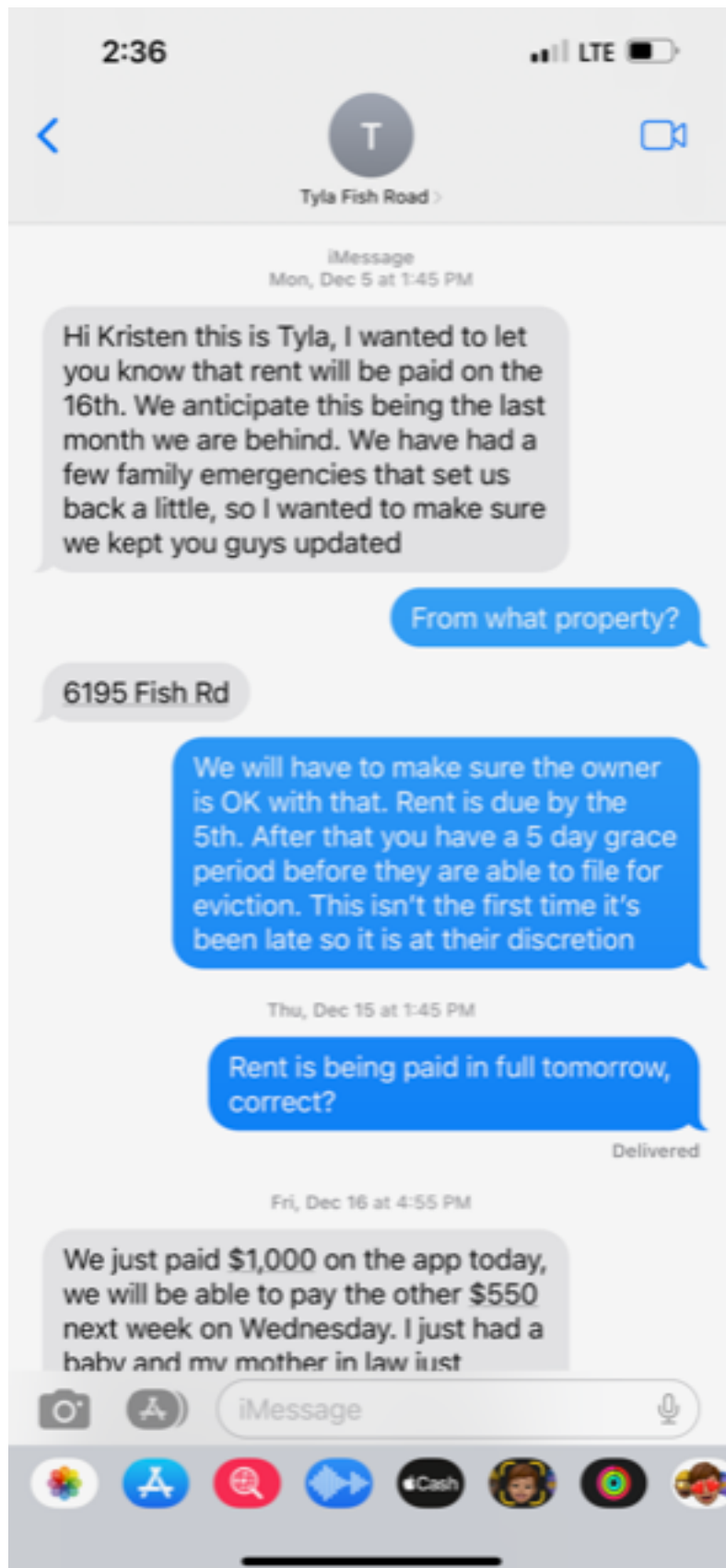


EXHIBIT 4

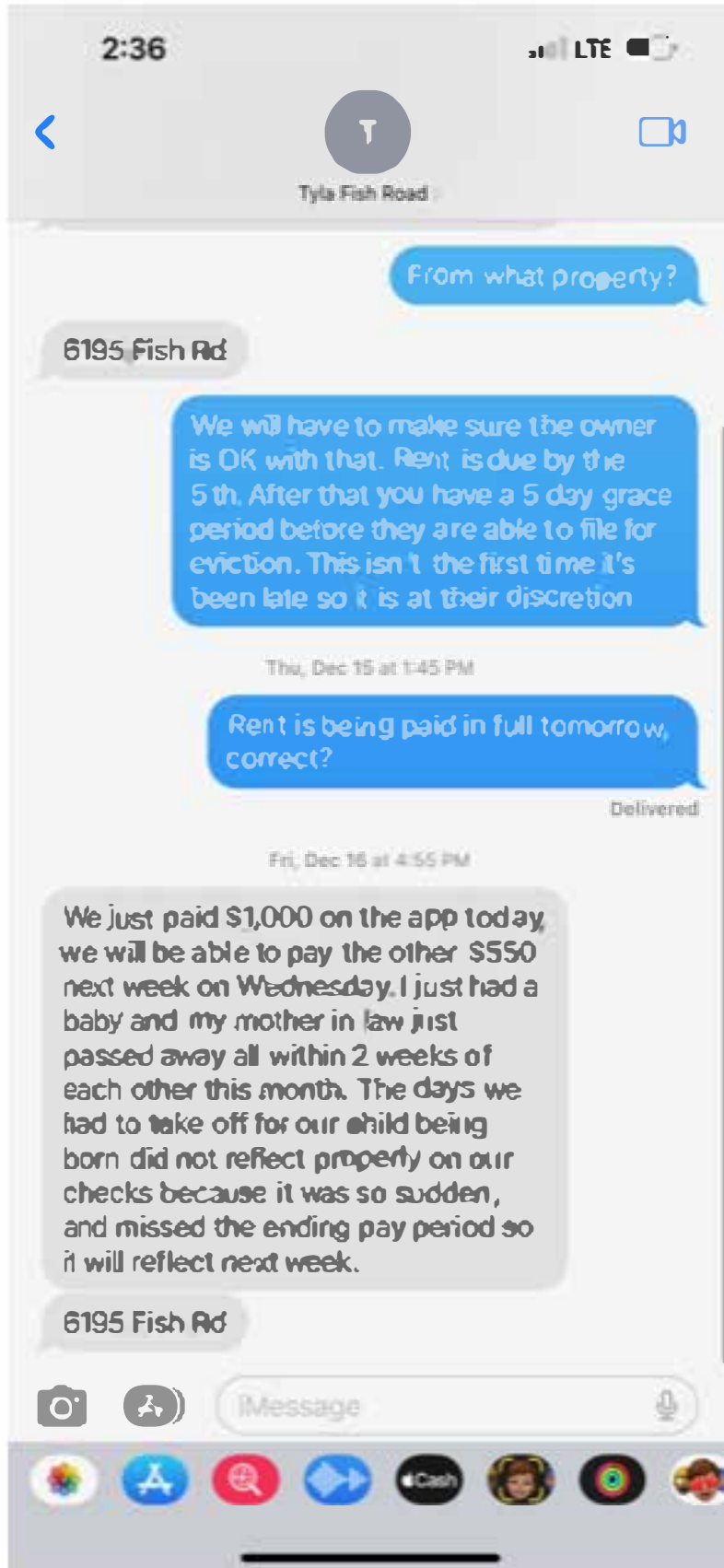


EXHIBIT 5

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
)
Jamar Stark and Tyla McNeill,)
Appellants,)
 v.)
)
Southern Touch Property)
Management,)
)
Respondent.)
)
_____)

COURT OF COMMON PLEAS
C/A No. 2023-CP-43-148

MAGISTRATE'S RETURN

RECORDED
2023 MAR 24 A 8:51
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

On February 2, 2023, I conducted an eviction hearing involving the appellants, Jamar Stark and Tyla McNeill, and respondent Southern Touch Property Management. After swearing in the witnesses, I first took testimony from Southern Touch's non-lawyer representative, Sean Schneider. Schneider testified that the eviction was based solely on nonpayment of rent and presented the court a ledger outlining prior payments and any late fees assessed against the defendant. As of the hearing date, the amount owed was eight hundred sixty dollars. The ledger presented to the court is attached to this return and incorporated herein by reference. When asked by me if any further testimony would be provided, Schneider also testified that February rent was due on the fifth of the month pursuant to the rental agreement. No further testimony was given by the plaintiff before resting its case.

The court then took testimony from Jamar Stark. Stark acknowledged that the rent was owed and unpaid, and that the reason the rent was late was due to financial and medical



EXHIBIT 5

hardships he and his family had endured. He testified that he notified Southern Touch's secretary that the rent would be late. Further, he testified that he had the funds available to pay Southern Touch for the past due rent and for February, but they refused to accept it. Stark further alleged that the matter was personal in that Southern Touch just did not want them there anymore, and they had appeared in this court on prior hearings with Southern Touch. Stark further stated that there were air conditioning issues with the residence and that Southern Touch refused to fix those issues. He even stated he had a video of the Southern Touch stating that they would not fix anything, although it was not presented to the court for review. He further expressed concern that because Southern Touch had filed several evictions against them that it would be impossible for them to find another residence to rent. He stated that "there was no one here to protect us" from Southern Touch's conduct, and expressed concern they would be homeless if convicted. He also referenced a prior hearing with Judge Gamble in which Judge Gamble apparently dismissed the case. In reply, Southern Touch denied any retaliatory conduct. After giving both parties all opportunities to testify or present evidence, I proceeded with my ruling.

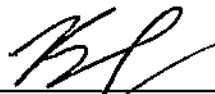
In granting the eviction in favor of Southern Touch, I went to some length to explain to the parties that the court could not act as an advocate for any of the parties in the case, and could not advance legal arguments or claims for either party. I further stated that my ruling would be based solely on the testimony and evidence presented and could not consider the prior filings. When the defendants filed their answer to the eviction, no counterclaim was filed against Southern Touch. There was no pleading of any of the tenant's remedies as

BS
2/8/3

EXHIBIT 5

outlined in the South Carolina Residential Landlord and Tenant Act which may have been applicable in the case. If they had retained counsel, legal arguments would have been made which may have changed the outcome of the case if **proven**. Because there was a past due rental arrearage exceeding five days, I ruled that Southern Touch could legally evict the defendants. Candidly speaking, this was a difficult case in which to rule as it was apparent to me that both parties would have been well served to have had legal representation. After the eviction was granted, the defendants have posted bond as required by previous court order.

Respectfully Submitted,



B. Keith Griffin
Summary Court Judge
County of Sumter

March 23, 2023

208
3/23

EXHIBIT 5

IN THE SUMMARY COURT

CASE NO. 2023CV4310100153

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

190 EAST CANAL STREET
SUMTER, SOUTH CAROLINA 29150

Southern Touch Property
Management

VS

Tamar Stark
Tyler McNeil

PLAINTIFF

DEFENDANT

JUDGMENT

PLAINTIFF (S) DID NOT APPEAR IN COURT.
DEFENDANT () / DID NOT APPEAR IN COURT.

()
()

THE ISSUES IN THIS ACTION WERE TRIED IN THE SUMMARY COURT

BEFORE JUDGE Gaiter ON 2/2/2023 2023;

AT WHICH TIME, A VERDICT FOR THE PLAINTIFF / DEFENDANT WAS RENDERED AS

STATED BELOW:

() \$ _____ IN ADDITION TO COURT COST OF \$ _____.

() \$ _____ TO INCLUDE COURT COSTS.

() OTHER RELIEF AS STATED BELOW:

Eviction granted. Rent has gotten behind to the point
where lease allows termination. Court will sign writ
5 days in accordance with South Carolina Residential
Landlord and Tenant Act.

AND IT IS SO ORDERED!

2/2/2023
DATE

[Signature]
SUMMARY COURT JUDGE

RECEIVED

May 04 2023

SC Court of Appeals

**FORM 7
PROOF OF SERVICE OF RESPONDENT
ANSWER TO NOTICE OF APPEAL**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Kristi F. Curtis, Circuit Court Judge No. 2762

Case No. 2023-CP-43-00148

Southern Touch
Property Management, LLC

Respondent,

v.

Jamar Stark,
Tyla McNeill

Appellant.

PROOF OF SERVICE

I certify that I have served the Respondent Answer to Appeal on Jamar Stark and Tyla McNeill by depositing a copy of it in the United States Mail, postage prepaid, on May 4, 2023, addressed to 6195 Fish Road, Dalzell, South Carolina 29040.

May 4, 2023

s/ Southern Touch Property
Management, LLC
5 Medical Court
Sumter, SC 29150
(803) 774-2111
Respondent