

**FAX COVER SHEET**

TO	
COMPANY	
FAX NUMBER	18037341821
FROM	SCPL Copier
DATE	2023-06-21 20:02:30 EDT
RE	Messagefrom"RNP002673A21A6A"

**COVER MESSAGE**

This E-mail was sent from "RNP002673A21A6A" (MP C2003).

Scan Date: 06.21.2023 21:14:38 (-0400)

Queries to: SCPL\_Copier@infodepot.org

Scan from SCPL Copier

*Fax retrieved  
6/22/23  
Melisa McClarkin  
Office of State Court Administrator*

**RECEIVED**

JUN 22 2023

SC Court of Appeals

6/21/23, 7:57 PM

SCACRIFORM07 (1) (2).pdf

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
FORM 7  
PROOF OF SERVICE OF A NOTICE OF APPEAL  
APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

Shannon Phillips, Circuit Court Judge

---

Case No. 2023CP4201102  
Case No. 2023-000844

---

WINDSOR PALMS  
1000 pinegate dr  
Spartanburg, SC 29303

v.

DERRIUS BRYSON, Appellant

---

PROOF OF SERVICE

---

I certify that I have served the MOTION TO WAIVE FEES, MOTION TO STAY, and also A BOND TO SUPERSEDEAS on WINDSOR PALMS, SPARTANBURG MAGISTRATE, and SPARTANBURG SHERIFF DEPARTMENT. by depositing a copy of it on June 13, 2023, [by personally delivering a copy to All parties involved] I filed the proper paperwork 5 days before original due date to get issues resolved and to evaluate my case properly and fairly. I am being served unlawful evictions. I am in a legal dispute with WINDSOR PALMS and civil suit not a criminal case. I have filed proper paperwork before June 1st and before June the 5th. I was told I would be given a call to rectify the situation and I never received that call. The unit I'm staying in have violated my rights as a tenant and renter. I have the documents and evidence to prove that I have reached out and contacted and also filed the proper paperwork to SUPERSEDEAS my situation. I have a wife that's due and this process has been stressful and unjustly to me and family. No Justice at all the whole situation has been one-sided and unfair.

**FAX COVER SHEET**

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**TO**

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**COMPANY**

---

**FAX NUMBER** 18037341821

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**FROM** SCPL Copier

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**DATE** 2023-06-21 20:06:03 EDT

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**RE** Messagefrom"RNP002673A21A6A"

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**COVER MESSAGE**

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This E-mail was sent from "RNP002673A21A6A" (MP C2003).

ScanDate:06.21.202321:18:12 (-0400)

Queries to: SCPL\_Copier@infodepot.org

Scan from SCPL Copier

6/7/23, 5:20 PM

20230607\_172341\_0000.png

WINDSOR PALMS  
1000 PINEGATE DR  
SPARTANBURG SC 29303

2023 JUN 13 AM 7:30

BOND TO SUPERSEDEAS

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]  
BOND TO SUPERSEDEAS

APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

Shannon Phillips, Circuit Court Judge

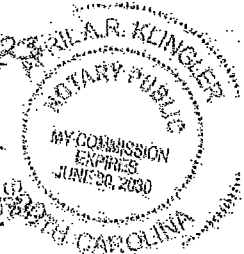
FILED  
2023 JUN -8 AM 10:25  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY M. COX

Case No. 2023CP4201102  
Case No. 2023-000844

WINDSOR PALMS  
1000 pinegate dr Spartanburg  
SC 29303,

Sworn and subscribed before me  
On this 8<sup>th</sup> day of June, 2023

v. Ariel A.R. Klingler  
Notary Public of South Carolina



DERRIUS BRYSON, Appellant:

DJB 22 Anchorage Dr  
Greenville SC  
29607

My Commission Expires 6/30/2030

BOND TO SUPERSEDEAS

I certify that I have served the BOND TO SUPERSEDEAS on WINDSOR PALMS by depositing a copy of it in person, on June 8 2023, addressed to WINDSOR PALMS 1000 pinegate dr Spartanburg, South Carolina 29303 [by personally delivering a copy of it to WINDSOR PALMS Spartanburg SC.29303

JUNE 8, 2023/DERRIUS BRYSON

Im staying in a 2bed 2bathroom unit only 1 of the bathrooms are usable and it been that way since my move in date 10/21/2022. In one bathroom the shower is backed up and the shower doesn't work which could be facing mold if not attended to. The rent should be pro rated or excused until the issue is resolved and fixed. Its not fair or right that me and my family would have to pay full price for a service and only get half of what we pay for and still face eviction that's not justice. Im asking for a MOTION TO SUPERSEDEAS BOND until my lease is up.

I don't think it's fair or legal for me to be obligated to pay any fees when we are in a legal dispute. In a contractual agreement both parties are obligated to fulfill there contractual agreements and duties. I am paying full price for a 2bedroom 2bathroom and only 1 bathroom works and the other one that is useful has problems as well with the water backing up when in use. It shouldn't be legal, right, or fair to be treated like this and it certainly shouldn't be legal. Im a hardworking citizen at UPS and I don't mine paying what I owe or paying for my obligations or responsibilities. But the way me and my family are being treated is just not right and the situation should be evaluated. The contract should be negotiated and reevaluated to be postpone until a fair trial. Im asking to the courts to reconsider and allow me to stay until my lease is up in October

My spouse is 8 months due  
that's another reason I'm asking  
courts to reconsider verdict

**FAX COVER SHEET**

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**TO**

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**COMPANY**

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**FAX NUMBER** 18037341821

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**FROM** SCPL Copier

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**DATE** 2023-06-21 20:17:09 EDT

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**RE** scan from copier

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**COVER MESSAGE**

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This E-mail was sent from "RNP002673A21A38" (MP C2003).

Scan Date: 06.21.2023 20:05:11 (-0400)

Queries to: SCPL\_Copier@infodepot.org

Scan from SCPL Copier

6/7/23, 5:26 PM

20230607\_172341\_0800.png

2023 JUN 16 AM 7:38

BOND TO SUPERSEDEAS

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]  
BOND TO SUPERSEDEAS

APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

Shannon Phillips, Circuit Court Judge

FILED  
2023 JUN -8 AM 10:25  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

Case No. 2023CP4201102  
Case No. 2023-000844

WINDSOR PALMS  
1000 pinegate dr Spartanburg  
SC 29303,

Sworn and subscribed before me  
On this 8<sup>th</sup> day of June, 2023



v. April A.R. Klingler  
Notary Public of South Carolina

DERRIUS BRYSON, Appellant.

DB 22 Anchorage Dr.  
Greenville SC  
29607

My Commission Expires 6/30/2024

BOND TO SUPERSEDEAS

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JUNE 8, 2023/DERRIUS BRYSON

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My spouse is paying due  
that's another reason I'm asking  
courts to reconsider verdict.

6/21/23, 7:57 PM

SCACRIIFORM07 (1) (2).pdf

THE STATE OF SOUTH CAROLINA  
 In The Court of Appeals  
 FORM 7  
 PROOF OF SERVICE OF A NOTICE OF APPEAL  
 APPEAL FROM SPARTANBURG COUNTY  
 Court of Common Pleas

Shannon Phillips, Circuit Court Judge

---

Case No. 2023CP4201102  
 Case No.2023-000844

---

WINDSOR PALMS  
 1000 pinegate dr  
 Spartanburg, SC 29303

v.

DERRIUS BRYSON, Appellant

---

PROOF OF SERVICE

---

I certify that I have served the MOTION TO WAIVE FEES, MOTION TO STAY, and also A BOND TO SUPERSEDEAS on WINDSOR PALMS, SPARTANBURG MAGISTRATE, and SPARTANBURG SHERIFF DEPARTMENT. by depositing a copy of it on June 13, 2023, [by personally delivering a copy to All parties involved] I filed the proper paperwork 5 days before original due date to get issues resolved and to evaluate my case properly and fairly. I am being served unlawful evictions. I am in a legal dispute with WINDSOR PALMS and civil suit not a criminal case. I have filed proper paperwork before June 1st and before June the 5th. I was told I would be given a call to rectify the situation and I never received that call. The unit I'm staying in have violated my rights as a tenant and renter. I have the documents and evidence to prove that I have reached out and contacted and also filed the proper paperwork to SUPERSEDEAS my situation. I have a wife that's due and this process has been stressful and unjustly to me and family. No Justice at all the whole situation has been one-sided and unfair.

5/17/23, 4:57 PM

20230517\_152952\_0000.png

**FORM 1  
NOTICE OF APPEAL IN A CIVIL CASE**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
(In The Supreme Court)

APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas  
Shannon Phillips, Circuit Court Judge

Case No. 2023CP4201102

DERRIUS BRYSON, as  
Personal Representative of the  
Estate of DERRIUS BRYSON,

WINDSOR  
PALMS

v.

DERRIUS BRYSON, Appellant.

**NOTICE OF APPEAL**

DERRIUS BRYSON appeals the order [judgment] of the Honorable Shannon Phillips dated  
MAY 17, 2023. Appellant received written notice of entry of this order [judgment] on  
MAY 17, 2023.

MAY 17, 2023/ DERRIUS BRYSON  
DERRIUS BRYSON

22 Anchorage drive  
Greenville, South Carolina 29607  
(864) 535-8519

Other Counsel of Record:  
WINDSOR PALMS  
1000 Pinegate dr  
Spartanburg, South Carolina  
29303  
(864) 503-9415

*I did not receive a  
copy of court date  
on MAY 15 2023*

CLERK OF COURT  
SPARTANBURG COUNTY  
APPELLATE DIVISION  
MAY 18 2023 9:12

6/1/23, 3:29 PM

20230601\_152847\_0000.png

FORM 7  
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]  
motion to stay

APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

Shannon Phillips, Circuit Court Judge

Case No. 2023CP4201102  
Case No. 2023-000844

WINDSOR PALMS  
1000 pinegate dr Spartanburg  
SC 29303

2023 JUN -1 PM 4:12  
CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

FILED

v.

DERRIUS BRYSON, Appellant.

22 Achorage drive  
Greenville S.C  
29607

PROOF OF SERVICE

I certify that I have served the Motion to Stay on WINDSOR PALMS by depositing a copy of it in person June 1 2023, addressed to WINDSOR PALMS [by personally delivering a copy of it to WINDSOR PALMS 1000 pinegate dr Spartanburg SC 29303

JUNE 1 2023  
DERRIUS BRYSON

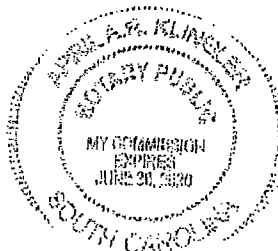


I dont think it's fair or legal for me to be obligated to pay any fees when we are in a legal dispute. In a contractual agreement both parties are obligated to fullfil there contractual agreements. I am paying full price for a 2bed and 2bathroom and only 1bathroom works and the other one that is useful has problems as well it's just not right, fair, or legal.

Sworn and subscribed before me  
On this 1st day of June 2023

April A. Klinder  
Notary Public of South Carolina

My Commission Expires Dec 30 2030



6/2/23, 12:54 PM

20230602\_091353\_0000.png

FORM 7  
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]  
motion to waive fees

APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

Shannon Phillips, Circuit Court Judge

-----  
Case No. 2023CP4201102  
Case No. 2023-000844  
-----

WINDSOR PALMS  
1000 pinegate dr Spartanburg  
SC 29303

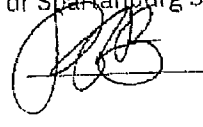
v.

DERRIUS BRYSON, Appellant.

-----  
PROOF OF SERVICE  
-----

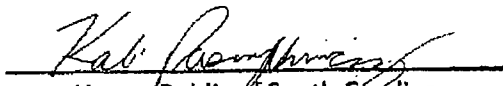
I certify that I have served the Motion to waive fees on WINDSOR PALMS by depositing a copy of it in person June 2 2023, addressed to WINDSOR PALMS [by personally delivering copy of it to WINDSOR PALMS 1000 pinegate dr Spartanburg SC 29303

JUNE 2 2023  
DERRIUS BRYSON



I dont think it's fair or legal for me to be obligated to pay any fees when we are in a legal dispute. In a contractual agreement both parties are obligated to fulfil there contractual agreements. I am paying full price for a 2bed and 2bathroom and only 1bathroom works and the other one that is useful has problems as well it's just not right, fair, or legal.

Sworn and subscribed before me  
On this 2<sup>nd</sup> day of June, 2023

  
\_\_\_\_\_  
Notary Public of South Carolina

My Commission Expires December 30, 2024

<https://mail.google.com/mail/u/0/#inbox?projector=1>

CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

2023 JUN -2 PM 1:32

FILED





## The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

CATHERINE S. HARRISON  
DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1220 SENATE STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1590  
FAX: (803) 734-1839  
[www.sccourts.org](http://www.sccourts.org)

May 25, 2023

Derrius Bryson  
22 Anchorage Drive  
Greenville SC 29607

Re: Derrius Bryson v. Windsor Palms  
Appellate Case No. 2023-000844

Dear Mr. Bryson:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at [www.sccourts.org/courtreg](http://www.sccourts.org/courtreg). Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at [www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02](http://www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02). Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review filings for redaction or to determine if materials should be sealed.



# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

CATHERINE S. HARRISON  
DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1220 SENATE STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1838  
www.sccourts.org

June 02, 2023

Derrius Bryson  
22 Anchorage Drive  
Greenville SC 29607

Re: Derrius Bryson v. Windsor Palms  
Appellate Case No. 2023-000844

Dear Mr. Bryson:

Upon reviewing your motion to stay, the following deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or your filing will not be considered:

- The required filing fee has not been submitted. The correct filing fee is \$50.00.

Very truly yours,

*Catherine Harrison, deputy*  
CLERK

cc: Windsor Palms

*My wife is 7 months  
due.*

6/1/23, 8:29 PM

20230601\_152847\_0000.png

FORM 7  
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA.  
In The Court of Appeals  
[In The Supreme Court]  
motion to stay

APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

Shannon Phillips, Circuit Court Judge

Case No. 2023CP4201102  
Case No. 2023-000844

WINDSOR PALMS  
1000 pinegate dr Spartanburg  
SC 29303

v.

DERRIUS.BRYSON, Appellant.

PROOF OF SERVICE

I certify that I have served the Motion to Stay on WINDSOR PALMS by depositing a copy of it in person June 1 2023, addressed to WINDSOR PALMS [by personally delivering a copy of it to WINDSOR PALMS 1000 pinegate dr Spartanburg SC 29303

JUNE 1 2023  
DERRIUS.BRYSON.



I dont think it's fair or legal for me to be obligated to pay any fees when we are in a legal dispute. In a contractual agreement both parties are obligated to fulfill there contractual agreements. I am paying full price for a 2bed and 2bathroom and only 1bathroom works and the other one that is useful has problems as well it's just not right, fair, or legal.

My spouse is 7 months due

Sworn and subscribed before me  
On this 1st day of June, 2023

  
Notary Public of South Carolina

My Commission Expires 06/30/2030



Lights/Mirrors		
Windows/Screens/Blinds	No screens, No blind strings	
Kitchen	( ) Ok ( ) Not Ok - see below	( ) Ok ( ) Not Ok - see below
Walls/Ceiling/Floor		
Counter Tops/Cabinets		
Oven/Stove/Microwave		
Hood/Fan/Lights		
Refrigerator		
Dishwasher		
Sink/Faucet/Disposal		
Bedroom 1	( ) Ok ( ) Not Ok - see below	( ) Ok ( ) Not ok - see below
Walls/Ceiling	Fan broken, Fan unstable	
Floor/Carpet	Paint chipped very	
Lights/Mirrors	No screws in fan	
Windows/Screens/Blinds	No screens, broken window	
Closets/Doors/Shelves	Seals No blind strings	
Bedroom 2	( ) Ok ( ) Not Ok - see below	( ) Ok ( ) Not Ok - see below
Walls/Ceiling		
Floor/Carpet		
Lights/Mirrors		
Windows/Screens/Blinds	No blind strings	
Closets/Doors/Shelves		
Bedroom 3	( ) Ok ( ) Not Ok - see below	( ) Ok ( ) Not Ok - see below
Walls/Ceiling		
Floor/Carpet		
Lights/Mirrors		
Windows/Screens/Blinds		
Closets/Doors/Shelves		
Bathroom 1	( ) Ok ( ) Not Ok - see below	( ) Ok ( ) Not Ok - see below
Walls/Ceiling		
Floor/Door		
Cabinets/Mirrors/Counters		
Faucet/Sink		
Tub/Shower		
Toilet		
Lights/Fans	Light broken	
Towel Bar/Accessories		
Bathroom 2	( ) Ok ( ) Not Ok - see below	( ) Ok ( ) Not Ok - see below
Walls/Ceiling	No power over the	
Floor/Door	sink / sockets doesn't work	
Cabinets/Mirrors/Counters		
Faucet/Sink	No hand towel rack	
Tub/Shower	Shower doesn't work,	
Toilet	shower handle not working, broken	
Lights/Fans		
Towel Bar/Accessories		
Miscellaneous	( ) Ok ( ) Not Ok - see below	( ) Ok ( ) Not Ok - see below
Heating/Air Conditioning		
Balcony/Deck/Patio/Storage		
Smoke Detectors		
Keys Issued	Apt. Bldg. Mailbox Other	Apt. Bldg. Mailbox Other
Other:	Front Door Broken light fixture	
Other:	Front Door No door seals etc	
	Added tub seals	

TOTAL: 5

In signing below, you accept this inventory as part of the lease contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out and for bringing to our attention any safety or pest-related concerns.

*[Signature]*  
Resident Signature

Date

*[Signature]*  
Resident Signature

Date

10/21/22

*[Signature]*  
Agent for Owner Signature

Date

I pay for 2 bathrooms and only one of them works.