

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 M. Phillips, Circuit

Court Judge

Case No. 2023-CP-42-01755

Civil Case No. 2023CV4210102987

River Run and Greystar  
Management  
901 Meridian River Run  
Spartanburg, SC 29301

Respondent,

v.

Shaneka Flournoy  
2301 Meridian River Run  
Spartanburg, SC 29301

Appellant.

Motion to Stay

Shaneka Flournoy appeals the order [judgment of Ejection/Eviction ] of the Honorable Shannon Phillips dated July 3, 2023. Appellant received written notice of entry of this order [judgment of Ejection/Eviction] on July 3, 2023. I am filing a motion to stay because my landlord has breached my contract and I have unresolved issues. My landlord had no right to file an eviction when they were in breach. The judge in Spartanburg was bias to the landlord and didn't consider any of my concerns and didn't hold the landlord accountable for breaking the law of my contract.

July 5, 2023

*Shaneka Flournoy*

Shaneka  
Flournoy  
(864) 577-5080  
Attorney for Appellant Is Pending

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SC Court of Appeals

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SC Court of Appeals

CLERK OF COURT  
SPARTANBURG COUNTY  
AMY W. COX

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Spartanburg, SC 29301

Respondent,

v.

Shaneka Flournoy  
2301 Meridian River Run  
Spartanburg, SC 29301

Appellant.

NOTICE OF APPEAL

Shaneka Flournoy appeals the order [judgment] of the Honorable Shannon M. Phillips dated June 21, 2023. Appellant received written notice of entry of this order [judgment] on June 26, 2023.

Judge Shannon M. Phillips dismissed my case when I had evidence that my landlord breached my contract. She also made false statements that I stated I agreed that I didn't pay and that is inaccurate. I stated to the courts that my landlord refused payment from

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government assistance that I was approved for from Piedmont Community Action and Total Ministries. Both agencies agreed to pay \$500 a piece. Since my landlord at Greystar Management breached my contract, they are suppose to refund my deposit in the amount of \$1300. Judge Shannon Phillips is being bias by taking the side of the landlord when they have broken the law of my contract. Therefore the judge and my landlord are not following the statues of limitations of my contract; they both have broken the law.

I would like to ask the courts to dismiss the eviction that was filed against me. My Landlord has been in breach of my contract since January. On January 1, 2023 two days after I moved in, my sprinkler system busted flooding my bedroom with water. The maintenance men at River Run came out to knock out my wall, vacuum up the water and I haven't seen them since. I reached out to management for months and they failed to fix my wall. River Run/ Greystar Management have been charging me for services that I have not received. Neglecting to fix my wall has exposed my health to insulation which has airborne fiberglass and asbestos. I have been having symptoms of redness of the skin, shortness of breath, and chest pains; medical assistance is needed. And years from now, I am at risk of developing lung cancer.

I would like to countersue for my own damages. Based on my contracted, it states that if request are not fixed within 2 weeks, River Run is supposed to refund my deposit in the amount of \$1300. I also had got approved for rental assistance from Total Ministries and Piedmont Community Action both pledging to pay \$500 a piece and the landlord refuse the money. I had the eviction balance covered but the landlord refused the money and just wanted to throw me out on the streets. Since Greystar management is in breach of my contract, they were in no position to file an eviction notice because they weren't holding up there end of the contract either and they were already in breach of my contract.

I am asking the courts to reward me my deposit and dismiss the eviction. I am also countersuing in the amount of \$150,000.00 for breaching my contracting and having me living in a hazardous environment for 6 months. I have been having symptoms and I am at

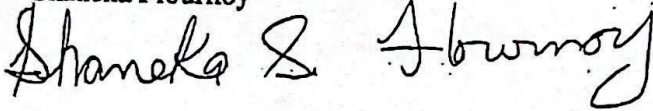
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MAY 11, 2023

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risk having lung cancer in the future. The amount I'm suing for is negotiable because I am seeking legal advice. The earliest consultation I could get scheduled is on July 10, 2023. My Landlord is in breach of my contract/ lease which makes it voidable and the landlord owes me liquid damages so that I am able to move instead of evicting me and throwing me out on the streets like a dog. My landlord has no morals and has been treating me very inhumane. I pray that you consider my concerns and hold the landlord at Greystar Management accountable for their actions also. I have been paying my rent to the courts for May and June. The eviction amount is inaccurate because according to the law of my contract, my landlord owes me by deposit which will take care of one month and I only owe for one month.

Sincerely,

Shaneka Flournoy



July 3, 2023

Shaneka  
Flournoy  
2301 Meridian River Run  
Spartanburg, SC 29301  
(864) 577-5080  
Appellant

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