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Jul 25 2023

SC Court of Appeals

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Honorable Lawton McIntosh
Circuit Court Judge

Appellate Case No. 2023-000133

Donald Eaton, Kristy Drees, and Logan Drees,

Plaintiffs,

v.

DBC Anderson Cove LP,

Respondent,

Of Whom Donald Eaton is the Appellant

RECORD ON APPEAL

Donald Eaton
201 Miracle Mile Dr 13C
Anderson, South Carolina 29621
(864) 540-3035
Appellant (Pro Se)

John H. Scully, S.C. Bar # 100744
TONNSEN BACH, LLC
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Attorney for Respondent

July 25, 2023

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022-CP-04-02285

DONALD EATON ET AL.
PLAINTIFF(S)

DBC ANDERSON COVE LP
DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or
	<input type="checkbox"/> Self-Represented Litigant

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. See Page 2 for additional information.
- 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

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:

ORDER INFORMATION

THE MAGISTRATE'S ORDER IS AFFIRMED. NO FORMAL ORDER IS REQUESTED UNLESS REQUESTED BY EITHER PARTY.

This order ends does not end the case.

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge
SCRPC Form 4C (02/2017)

2155
Judge Code

Date

Record On Appeal Page 2

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Anderson Common Pleas

Case Caption: Donald Eaton , plaintiff, et al VS Dbc Anderson Cove Lp

Case Number: 2022CP0402285

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2023-01-23 11:32:04 page 3 of 3

22 DEC 7 PM 4:14:59
Anderson, SC COC, CP/SS

STATE OF SOUTH CAROLINA

ANDERSON SUMMARY COURT

COUNTY OF ANDERSON

C.A. No. 2022-CV-04-10101574

DBC Anderson Cove LP,

Plaintiff,

ORDER

SUMMARY COURT

v.

OCT 31 2022

Kristy Drees, Logan Drees,
and Donald Eaton,

Defendants.

Hearing Date:	September 29, 2022
Presiding Judge:	Honorable Carey B. Murphy
Plaintiff's Attorney:	John H. Scully
Defendants (<i>Pro Se</i>):	Kristy Drees, Logan Drees, and Donald Eaton

A hearing was held before me on September 29, 2022 to consider: (i) Defendants' Motion for Dismissal; (ii) Defendants' Motion for Summary Judgment; (iii) Plaintiff's Motion for Judgment on the Pleadings; and (iv) Plaintiff's Motion for Summary Judgment. Present at the hearing were Plaintiff's attorney, John H. Scully, and the Defendants, who appeared *pro se*.

This Court has reviewed the motions, the pleadings, an affidavit and memorandum of law submitted by Plaintiff's counsel, and a copy of the lease addendum presented by Defendants. Based upon the pleadings, oral arguments, and applicable law, this Court makes the following findings of fact and conclusions of law.

I. Defendants' Motion for Dismissal

On June 3, 2022, Defendants filed a "Motion for Dismissal" that seeks to dismiss the Plaintiff's eviction claim. At the onset of the motion hearing on September 29, 2022, Defendants informed the Court that they were withdrawing their Motion for Dismissal. Accordingly, said motion is dismissed with prejudice.

II. Defendants' Motion for Summary Judgment

On July 26, 2022, Defendants filed a "Motion for Summary Judgment" which sought judgment in favor of Defendants' with respect to Plaintiff's eviction claim and the Defendants' counterclaim for breach of contract. Several days before the motion hearing, Plaintiff's counsel filed a memorandum of law in opposition to the Defendants' motions along with an affidavit from Josette Anderson, who is the Plaintiff's property manager. In response to questions from the Court, Defendants waived the notice requirements regarding these filings. Accordingly, the Plaintiff's memorandum, the affidavit of Josette Anderson, and the pleadings, all of which are incorporated herein by reference, were considered for the purpose of adjudicating the parties' motions.

Summary judgment is appropriate where "there is no genuine issue as to any material fact" and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." *Hancock v. Mid-South Management Co., Inc.*, 381 S.C. 326, 673 S.E.2d 801, 802 (2009). For a "preponderance of the evidence" claim, "the non-moving party is only required to submit a mere scintilla of evidence to withstand a motion for summary judgment." *Id.* at 803.

In this case, there is more than a scintilla of evidence to support Plaintiff's eviction claim. Plaintiff's affidavit states that Defendants' lease term expired prior to the initiation of this action, that Plaintiff provided written notice to Defendants to vacate the premises, and that Defendants have refused to vacate the premises. This affidavit and the pleadings, "viewed in the light most favorable to" Plaintiff, establish enough facts to withstand a motion for summary judgment. *Id.* at 802. Therefore, Defendants are not entitled to summary judgment on Plaintiff's eviction claim.



With respect to Defendants' counterclaim for breach of contract, the Court finds that there are disputed factual matters which preclude Defendants from obtaining summary judgment in their favor. Specifically, the Plaintiff's responsive pleadings denied the Defendants' allegations regarding the purported contract and the Plaintiff's motion and memorandum of law raised several legal defenses to the enforceability of the alleged contract, such as lack of consideration. Based on the evidence before the Court, Defendants are not entitled to "judgment as a matter of law" with respect to their counterclaim for breach of contract. Rule 56(c), SCRCP.

For the reasons discussed above, Defendants' Motion for Summary Judgment is DENIED.

III. Plaintiff's Motion for Judgment on the Pleadings

On September 1, 2022, Plaintiff filed a Motion for Judgment on the Pleadings pursuant to Rule 12, SCRCP which seeks judgment in favor of Plaintiff with respect to Defendants' three counterclaims: (i) civil conspiracy; (ii) breach of contract; and (iii) fraud. For the reasons discussed below, Plaintiff's motion is GRANTED in its entirety.

a. Defendants' First Counterclaim – Civil Conspiracy

Plaintiff asserts that Defendants' civil conspiracy claim fails as a matter of law because Plaintiff is a corporate entity that "cannot conspire with itself." *McMillan v. Oconee Memorial Hosp., Inc.*, 367 S.C. 599, 626 S.E.2d 884, 887 (2006). At the motion hearing on September 29, 2022, Defendants informed the Court that they were withdrawing their civil conspiracy claim. Accordingly, Defendants' counterclaim for civil conspiracy is dismissed.

b. Defendants' Second Counterclaim – Breach of Contract

Defendants' breach of contract claim is based on the allegation that the parties "established a verbal contract during their discussion on March 9, 2022, that Defendants would make a reasonable attempt to secure rental payment on their behalf from charitable organizations [...] and



that Plaintiff would not begin any further legal proceedings in the matter of eviction.” Defs.’ Am. Countercl., ¶ 36. Plaintiff avers that, even if Defendants’ factual allegations were true, the parties never entered into a binding agreement. *See* Pl.’s MJOP, pages 4–5.

“The required elements of a contract are an offer, acceptance, and valuable consideration.” *Armstrong v. Collins*, 366 S.C. 204, 621 S.E.2d 368, 377 (2005). When there is an existing contract between the parties, any subsequent modification of the parties’ existing rights and obligations “must be supported by” separate consideration. *Mathis v. Brown & Brown of South Carolina, Inc.*, 389 S.C. 299, 698 S.E.2d 773, 779 (2010).

In this case, the parties executed a written lease agreement in July 2019. *See* Defs.’ Am. Countercl., ¶ 8. By Defendants’ own allegations, the original term of the lease expired and Plaintiff refused to sign a new lease. *See id.* at ¶¶ 8–12. Based on these allegations, the Defendants were “holdover” tenants as of March 2022. S.C. Code § 27-40-770(c). As holdover tenants, Defendants had an obligation to pay rent to Plaintiff on a “monthly” basis. S.C. Code § 27-40-310(c).

Based on my review of the pleadings, oral arguments, and applicable law, I find that the alleged verbal agreement at issue in Defendants’ counterclaim is unenforceable due to a lack of consideration. Because Defendants were already obligated to pay rent to Plaintiff as of March 2022, the Defendants’ promise to find ways to pay their rent is neither valuable nor sufficient consideration to bind Plaintiff to the terms of the purported agreement. *See Seven Lakes Inv. Group, Inc. v. Crowe*, 297 S.C. 534, 536, 377 S.E.2d 576, 577 (1988) (“In this case, Ms. Crowe’s \$10,000 payment did not constitute new consideration since she was already legally bound to pay the note.”) *citing Rabon v. State Finance Corp.*, 203 S.C. 183, 26 S.E.2d 501, 502 (1943) (reasoning that there is no consideration when the debtor only “agreed to do something that he was

cam

legally bound to do”). As an additional matter, I also find that Defendants’ factual allegations do not specify the terms of a binding offer which was accepted by the Plaintiff.

Even when assuming that Defendants’ factual allegations were true, I find that the verbal agreement at issue is unenforceable as a matter of law. *See Brown v. United Ins. Co. of America*, 268 S.C. 254, 233 S.E.2d 298, 300 (1977) (reasoning that judgment on the pleadings is proper if the facts alleged by the non-moving party would entitle the moving party to judgment as a matter of law). For these reasons, Plaintiff’s Motion for Summary on the Pleadings with respect to Defendants’ counterclaim for breach of contract is GRANTED.

c. Defendants’ Third Counterclaim – Fraud

Defendants’ third counterclaim for fraud is based on the allegations that Plaintiff breached the verbal agreement discussed above and that “Plaintiff intended for Defendants to follow through with attempts to secure payment to [Plaintiff] with no intent to sign a new lease agreement.” Defs.’ Am. Countercl., ¶ 42. Plaintiff argues that, even if Defendants’ allegations were true, Plaintiff’s alleged conduct does not constitute actionable fraud. *See Pl.’s MJOP*, pages 5–6.

A mere breach of contract or a broken promise to do something in the future does not constitute fraud unless it was part of a general scheme to do induce the aggrieved party to act “as he otherwise would not have acted, to his injury.” *Bishop Logging Co. v. John Deere Indus. Equipment Co.*, 317 S.C. 520, 455 S.E.2d 183, 187 (S.C. App. 1994). In this case, Defendants were already obligated to pay rent to Plaintiff at the time of the alleged verbal agreement. Even if Plaintiff made a misrepresentation to induce Defendants to obtain rental assistance, the Defendants did not rely upon this representation to do something they would not otherwise have done to their detriment. As such, Defendants’ Amended Counterclaims do not establish a viable cause of action for fraud and the Plaintiff’s Motion for Judgment on the Pleadings is GRANTED.

As stated above, Plaintiff's Motion for Judgment on the Pleadings is GRANTED and the Court renders judgment in favor of Plaintiff with respect to Defendants' counterclaims.

IV. Plaintiff's Motion for Summary Judgment.

On September 16, 2022, Plaintiff filed a Motion for Summary Judgment with respect to Plaintiff's eviction claim. In support of such Motion, Plaintiff submitted an affidavit from Josette Anderson and Defendants waived the notice requirements regarding the service of the affidavit and the motion. Defendants did not file any affidavits to oppose Plaintiff's motion, but the Defendants did show the Court what appears to be an addendum to the parties' written lease from 2019. Based upon my review of these submissions, the pleadings, oral arguments, and other applicable law, this Court makes the following findings.

There is no dispute between these parties that the term of the parties' written lease expired prior to March 2022. *See* Defs.' Am. Countercl., ¶¶ 8–12. Since the written lease had expired, Defendants had a periodic, month-to-month tenancy that was governed by the South Carolina Residential Landlord and Tenant Act. S.C. 27-40-310(d). Under the Act, Plaintiff could terminate the "month-to-month tenancy by a written notice given to the [tenant] at least thirty days before the termination date specified in the notice." S.C. Code § 27-40-770(b). Based on Defendants' own allegations, Plaintiff posted a "30-Day Notice to Vacate" on Defendants' door on April 21, 2022 prior to initiating these eviction proceedings on May 23, 2022. Defs.' Am. Countercl., ¶ 23.

The parties disagree about many things, but there are at least three undisputed facts: (1) the written lease expired before March 2022; (2) Plaintiff provided Defendants 30-days written notice to vacate the premises in April 2022; and (3) Defendants are still residing in the premises without Plaintiff's consent as of September 2022. Based on these undisputed facts, Plaintiff "is entitled to a judgment as a matter of law" with respect to their eviction claim. Rule 56(c), SCRPC.

Based on my review of the pleadings and the affidavits and other documents submitted by the parties, there is no evidence that Plaintiff provided improper notice or that Plaintiff is evicting Defendants in an unlawful manner. Even when weighing all reasonable factual inferences in favor of the Defendants, the undisputed factual matters addressed above demonstrate that Plaintiff is entitled to judgment as a matter of law with respect to their eviction claim. For the reasons stated above, the Plaintiff's Motion for Summary Judgment is GRANTED.

V. Writ of Ejectment.

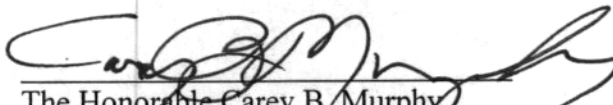
Having granted judgment in favor of Plaintiff with respect to Defendants' counterclaims and Plaintiff's eviction claim, the Plaintiff may petition this Court for a writ of ejectment and this lawsuit may be removed from the jury trial docket.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. Defendants' Motion for Dismissal is DISMISSED.
2. Defendants' Motion for Summary Judgment is DENIED.
3. Plaintiffs' Motion for Judgment on the Pleadings is GRANTED.
4. Plaintiff's Motion for Summary Judgment is GRANTED.
5. Judgment is rendered in favor of Plaintiff with respect to all claims and counterclaims.
6. Plaintiff may petition this Court for a writ of ejectment.
7. This matter shall be removed from the jury trial roster.

SO ORDERED.

October 31, 2022
Anderson, South Carolina


The Honorable Carey B. Murphy
Presiding Judge, Anderson Summary Court

Motion Hearing

DBC Anderson Cove
Plaintiff

2022-1574
Case Number

22 DEC 7 PM 4:15:08
Anderson, SC CCC, CP/GS

vs

Kristy + Logan Drees + Donald Eaton
Defendant

Plaintiff Present Plaintiff not Present Plt Atty Present

Defendant Present Defendant not Present

Ejectment Granted Pick up Granted

Find for Plaintiff for the Summons & Complain
\$ _____ + \$80 or \$70 court cost, total amount \$ _____

Find for plaintiff in the amount of _____
 Find for Defendant.

Find for defendant on the counterclaim for \$ _____

Counterclaim Denied/ Dismissed

Case dismissed with prejudice Case

Motion Granted Motion Denied

Restraining Order Granted Restraining Order Denied

Settlement Agreement

Notes

Pl. Motion For Dismissal voluntarily
withdrawn. Pl. SJ Motion denied
Pl withdrawing Civil Conspiracy claim.
Pl Motion For Judgment on the (Counterclaim)
Pleadings is granted. Pl SJ Motion granted

Date 9/29/22

Judge Cary M. [Signature]

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

Donald Eaton, Kristy Drees, Logan Drees
Plaintiff(s))

vs.)

DBC Anderson Cove LP
Defendant(s))

Submitted By: Donald Eaton
Address: 201 Mirabelle Mile Dr 13C
Anderson, SC 29621

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2022-CP-04-02285

22 NOV 4 PM 4:24:03
Anderson, SC COC, CP/68

SC Bar #: _____
Telephone #: 864-540-3035
Fax #: _____
Other: _____
E-mail: _____

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) _____ <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) _____ <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) _____ <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20____-NI-____-_____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture—Consent Order (850) <input type="checkbox"/> Other (899) _____ | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Label (380) <input type="checkbox"/> Other (399) _____ <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) _____ | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) _____ <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input checked="" type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) _____ |
|--|---|---|---|

Submitting Party Signature: 

Date: November 4, 2022

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Record On Appeal Page 13

22 NOV 4 PM 4:24:08
Anderson, SC CCC, CP/GS

STATE OF SOUTH CAROLINA

COUNTY OF Anderson

Donald Eaton, Kristy Drees, Logan Drees APPELLANT(S)

VS.

DBC Anderson Cove LP RESPONDENT(S)

2022 CP 04 02285

COMMON PLEAS CASE NUMBER

2022-CV-04-10101574

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

The plaintiff/defendant (circle one), Donald Eaton, et al. hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Anderson.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 4 day of November, 2022.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

The Magistrate judged erred in finding that there was not consideration to constitute a contract that included terms for tenancy and a covenant not to sue. Because of that finding, defenses and counterclaims were dismissed by summary judgement. The plaintiff's judgement and defendants' dismissals are all predicated on the finding that there was no consideration. Defendants have presented evidence that consideration was present, an enforceable contract was formed, and that such consideration was not an issue of an existing legal obligation.

Logan Drees
Donald Eaton
Kristy Drees *sm/om*
Kristy Drees

Dated: November 4, 2022

Appellant (or his attorney)
864-540-3035

STATE OF SOUTH CAROLINA)	IN THE MAGISTRATE’S COURT OF
)	ANDERSON COUNTY
COUNTY OF ANDERSON)	
)	CIVIL ACTION NO. 2022CV0410101574
DBC ANDERSON COVE LP,)	
Plaintiff)	
)	
-vs-)	AMENDED COUNTERCLAIM
)	JURY TRIAL REQUESTED
KRISTY DRESS, LOGAN DREES,)	
AND DONALD EATON,)	
Defendants)	

This amended counterclaim is filed under Rule 15(a), SCRPC. The formatting of the document has been changed for improved readability. The substance of this Counterclaim remains largely unchanged except for the changes described herein.

The caption has been updated to address the Counterclaimants’ request for a jury trial in this matter.

Paragraph 33 has been updated to clarify that Defendants’ injuries include that to their reputation.

The prayer section has been updated for clarity and to more accurately reflect South Carolina law. Specifically:

- a. Item (A) has been updated to clarify that non-economic damages are requested as relief in this matter.
- b. Item (B) has been updated to more accurately reflect South Carolina’s laws regarding punitive damages.

- c. Item (D) has been updated to clarify that injunctive relief, should this Court deem it the proper remedy, should disallow further filings as to any balance that the Plaintiff claims is owed at the conclusion of this action, effectively providing for a “clean slate” and avoiding further frivolous filings by the Plaintiff.

Additionally, two minor typographical errors have been corrected. These changes do not alter the material facts or allegations.

- d. In Paragraph 29, “And” has been correct to “and” as capitalization was not necessary.
- e. In Paragraphs 8 and 16, commas were added following the year portion of mentioned dates.

Other than the above listed changes, the document that follows is the same as the original Counterclaim.

Defendants Donald Eaton, Kristy Drees, and Logan Drees, would allege and show unto the court as follows:

I. PARTIES

1. Defendants Donald Eaton, Kristy Drees, and Logan Drees, henceforth collectively referred to as “Defendants,” are residents of the residential apartment complex located at 201 Miracle Mile Dr. Anderson, SC 29621.

2. Plaintiff DBC Anderson Cove LP, henceforth referred to as “DBC,” is a Limited Partnership with its principal place of business located at 51 Pennwood Pl., Warrendale, PA 15086 and is the primary owning entity of the residential complex at 201 Miracle Mile Dr., Anderson, SC 29621
3. DBC operates the residential complex at 201 Miracle Mile Dr from an office located at 200 Country Club Ln., Anderson, SC 29621.
4. Josette Anderson is an employee of DBC, or one of its partners, and is the primary property manager for the residential complex located at 201 Miracle Mile Dr., Anderson, SC.

II. JURISDICTION

5. This Court has jurisdiction in this matter pursuant to Article V § 26 of the South Carolina Constitution.
6. This Court has jurisdiction as a landlord/tenant relationship exists between the Plaintiff and Defendants and this counterclaim is response to a claim brought by Plaintiff, exempting this counterclaim from the normal jurisdictional limit of seven-thousand five hundred dollars in accordance with S.C Code Ann. § 22-3-10.
7. This Venue is appropriate as 201 Miracle Mile Dr. and 200 Country Club Ln. are both within Anderson County and are the primary locations where the causes of action occurred.

III. FACTS

8. Defendants entered into a lease agreement with DBC Anderson Cove LP on July 30, 2019, for a residence within the complex located at 201 Miracle Mile Dr. Anderson, SC 29621 (“Hartwell Cove”). The initial term for the lease agreement, drafted by Plaintiff DBC, was one year with a clause creating perpetuity following the initial expiration date. Included with the lease was an addendum drafted by the Anderson Housing Authority.
9. On April 21, 2020, Plaintiff DBC, or an agent thereof, notified Defendants of its intent to renew the lease for an additional term and requested that the renewal be completed by June 24, 2020.
10. For the month of June of 2020, Plaintiff DBC assessed a late fee in the amount of \$100.00 to the Plaintiff’s ledger. Following the fee being assessed, Defendants contacted DBC’s previous property manager, Kat Butler, and informed Ms. Butler that such a fee was in violation of the CARES Act. Ms. Butler removed the fee from the ledger on June 16, 2020.
11. In the weeks that followed, Defendants made attempts to contact Ms. Butler regarding completing the signing of a new or extension lease agreement, including a final email on June 23, 2020. On June 24, Ms. Butler requested that she be called. During that call, Ms. Butler informed Defendants that there was no longer any intent to renew or extend the lease agreement. Ms. Butler stated that it was the intent of Plaintiff DBC to convert the property to a “conventional property.”

12. Following a number of attempts on behalf of Defendants to resolve the change of intent to renew or extend the lease agreement, Plaintiff DBC filed its first Rule to Vacate action on December 12, 2020.
13. Plaintiff DBC's action was subsequently dismissed by this Court as a matter of law on July 19, 2021, owing to Plaintiff DBC's failure to comply with S. C. Code § 33-40-1670, which requires foreign limited partnerships to register with the Secretary of State in order to conduct business in South Carolina.
14. During the months of July, August, and September of 2021, property management within DBC changed with Kat Butler exiting and Plaintiff Josette Anderson assuming the role of property manager for Hartwell Cove.
15. On September 24, 2021, Plaintiff DBC, by way of agent Josette Anderson, filed another action for a Rule to Vacate.
16. Plaintiff DBC's action was voluntarily dismissed by their attorney on March 4, 2022, as a result of significant disparities within documents of their own submission to the Court as well as an affidavit from Josette Anderson that contained hearsay and material misstatement of fact.
17. On March 8, 2022, Defendant Kristy Drees was approached by Josette Anderson in the parking lot of Hartwell Cove. During the brief interaction, Defendant Drees agreed to meet Anderson at the office for Hartwell Cove.
18. On March 9, 2022, Defendants Donald Eaton and Kristy Drees went to the office and spoke with Josette Anderson. Defendants made an agreement

with Anderson that reasonable efforts would be made in an attempt to obtain rental assistance from a charitable organization in order to alleviate Plaintiffs' Perception of debt. Additionally, Defendants and Anderson agreed that no form of legal action would be taken by either party in the matter of eviction. Finally, it was also agreed that after such efforts regarding payment assistance were made on behalf of the Defendants that a new lease agreement would be signed.

19. Defendants did not, and do not at this time, agree that Plaintiff's alleged debts are valid.
20. On April 5, 2022, Defendants deposited a money order in the night drop box at the office of Hartwell Cove in the amount of \$124.13, total for the cost of the Defendants' portion of the rent, utilities, and administration fee.
21. Following efforts to identify a charitable organization willing to make a payment in the matter, Defendants submitted an application on April 5, 2022, to Sunbelt Human Advancement Resources ("SHARE").
22. On April 15, 2022, Josette Anderson, accompanied by three other individuals, visited the Defendants' residence to inform them that the "property owner" was unwilling to sign a new lease as part of an effort to convert both Hartwell Cove and nearby residential complex Hartwell Pointe to "conventional properties." Anderson expressed a desire to aid Defendants in finding a new residence. Anderson also claimed to have spoken with the Anderson Housing Authority ("AHA") and that, in the event

that Defendants were unable or unwilling to vacate, she would take action to invalidate Defendants' housing assistance voucher.

23. On April 21, 2022, Josette Anderson posted a document titled "30-Day Notice to Vacate" on Defendants' door, supplying no information regarding a reason for the notice beyond a marked box for "Other" followed by a blank line.
24. On May 4, 2022, a representative from SHARE informed Defendants that the organization was unable to offer assistance after contacting Josette Anderson.
25. On May 7, 2022, Defendants deposited a money order into the overnight drop box at the office for Hartwell Cove in the amount of \$236.44, total for the cost of the Defendants' portion of the rent, utilities, and administration fee, as well as the \$100.00 late fee provided for in the perpetual lease agreement.
26. On May 19, 2022, Defendants were notified by e-mail that Duke Energy, the electric utility company for the residence, had received a request to terminate service at the Defendants' residence. This request was not made by any of the residents of the home.

IV. FIRST CAUSE OF ACTION (Civil Conspiracy)

27. Defendants reaffirm all previously pled statements as if fully repeated here.

28. Plaintiff DBC and Josette Anderson are two separate entities. Josette Anderson is not a partner within DBC.
29. Plaintiff and Josette Anderson have attempted to utilize multiple, frivolous, and unlawful actions within the Court in an attempt to deprive Defendants of peaceful enjoyment of their home.
30. Plaintiff, or agents thereof, and Josette Anderson have engaged in intimidation tactics to deprive Defendants of their peaceful enjoyment of their home.
31. Plaintiff DBC and Josette Anderson have attempted to utilize their status as two separate entities to conceal each of their own actions and involvement within the course of their efforts to displace Defendants from their home.
32. Plaintiff, or agents thereof, have attempted to begin the process of what is colloquially referred to as a “self-help eviction”
33. Defendants have suffered significant emotional and mental harm as a result of an influx of legal proceedings filed by the Plaintiff and Josette Anderson where Defendants’ ability to live in peace and safety has been under constant threat of attack at the hands of the Plaintiff and its cohorts. Defendants have also had their reputation as renters significantly damaged by a number of bad faith proceedings at the hands of the Plaintiff and its agents.

34. Defendants have additionally suffered significant emotional and mental harm as a result of the Plaintiff's and Josette Anderson's underhanded business practices including physical and economic intimidation and an intentional effort to obscure the culpable parties within those practices.

V. SECOND CAUSE OF ACTION (Breach of Contract)

35. Defendants reaffirm all previously pled statements as if fully repeated here.
36. Plaintiff, by way of Josette Anderson, and Defendants established a verbal contract during their discussion on March 9, 2022, that Defendants would make a reasonable attempt to secure rental payment on their behalf from charitable organizations offering rental assistance and that Plaintiff would not begin any further legal proceedings in the matter of eviction.
37. Defendants fulfilled their obligation to attempt to secure rental assistance in applying to SHARE.
38. Plaintiff has actively failed to meet their obligation by filing this Rule to Vacate action.
39. If Plaintiff DBC were granted their requested relief, Defendants would suffer unquantifiable damages due to their vulnerable status of being reliant on the Housing Choice Voucher assistance program.

VI. THIRD CAUSE OF ACTION (Fraud)

40. Defendants reaffirm all previously pled statements as if fully repeated here.
41. Plaintiff, by way of Josette Anderson, agreed in the verbal contract on March 9, 2022, that a new lease agreement would be signed, and that no further legal action would be taken on their behalf; this is a material misrepresentation that demonstrates itself by the very existence of this action.
42. Plaintiff intended for Defendants to follow through with attempts to secure payment to DBC with no intent to sign a new lease agreement.
43. Defendants, as intended by Plaintiff, made reasonable efforts to secure payment to DBC as prescribed in the verbal contract of March 9, 2022.
44. As a direct result of Plaintiff's, or its agents', intentional misrepresentation of intent, Defendants are embattled once again in a frivolous legal action brought at the behest of the Plaintiff and suffer further emotional and mental distress as their home and right to peaceful enjoyment thereof is brought into contest.

VII. RELIEF

45. As a direct and proximate result of the actions taken by the Plaintiff and its agents, Defendants have suffered losses in the form of emotional distress, time, and the inability to peacefully enjoy their home.

Wherefore, Defendants pray for judgment against Plaintiff as follows:

- (A) For compensatory and noneconomic damages as permitted by law as this Court deems fair and just.
- (B) For punitive damages, as allowed by law.
- (C) For attorney's fees, should the Defendants have need to retain counsel in this matter
- (D) For this Court's order for the Plaintiff to perform their duty under the verbal contract of March 9, 2022; or failing that, an Order of injunctive relief, barring Plaintiff from further filings of "no cause," "end of tenancy," or other similar ejectment actions such as have already been raised, not to include "nonpayment of rent" accrued after this action, for a term of not less than one year.
- (E) For any other such relief as the Court may see fit.

Respectfully Submitted,

DATED: August 1, 2022

Kristy Drees
Logan Drees
Donald Eaton
Defendants
(864) 540-3035

Page **11** of **12**

<p>STATE OF SOUTH CAROLINA</p> <p>COUNTY OF ANDERSON</p> <p>DBC Anderson Cove LP Plaintiffs</p> <p>v.</p> <p>Donald Eaton, Kristy Drees, and Logan Drees Defendants</p>	<p>In The Magistrate's Court</p> <p>Case No: 2022CV0410101574</p> <p>COUNTERCLAIM</p>
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Defendants Donald Eaton, Kristy Drees, and Logan Drees, would allege and show unto the court as follows:

I. PARTIES

1. Defendants Donald Eaton, Kristy Drees, and Logan Drees, henceforth collectively referred to as "Defendants," are residents of the residential apartment complex located at 201 Miracle Mile Dr. Anderson, SC 29621.
2. Plaintiff DBC Anderson Cove LP, henceforth referred to as "DBC," is a Limited Partnership with its principal place of business located at 51 Pennwood Pl., Warrendale, PA 15086 and is the primary owning entity of the residential complex at 201 Miracle Mile Dr., Anderson, SC 29621
3. DBC operates the residential complex at 201 Miracle Mile Dr from an office located at 200 Country Club Ln., Anderson, SC 29621.
4. Josette Anderson is an employee of DBC, or one of its partners, and is the primary property manager for the residential complex located at 201 Miracle Mile Dr., Anderson, SC.

II. JURISDICTION

5. This Court has jurisdiction in this matter pursuant to Article V § 26 of the South Carolina Constitution.
6. This Court has jurisdiction as a landlord/tenant relationship exists between the Plaintiff and Defendants and this counterclaim is response to a claim brought by Plaintiff, exempting this counterclaim from the normal jurisdictional limit of seven-thousand five hundred dollars in accordance with S.C Code Ann. § 22-3-10.
7. This Venue is appropriate as 201 Miracle Mile Dr. and 200 Country Club Ln. are both within Anderson County and are the primary locations where the causes of action occurred.

III. FACTS

8. Defendants entered into a lease agreement with DBC Anderson Cove LP on July 30, 2019 for a residence within the complex located at 201 Miracle Mile Dr. Anderson, SC 29621 (“Hartwell Cove”). The initial term for the lease agreement, drafted by Plaintiff DBC, was one year with a clause creating perpetuity following the initial expiration date. Included with the lease was an addendum drafted by the Anderson Housing Authority.
9. On April 21, 2020, Plaintiff DBC, or an agent thereof, notified Defendants of its intent to renew the lease for an additional term and requested that the renewal be completed by June 24, 2020.
10. For the month of June of 2020, Plaintiff DBC assessed a late fee in the amount of \$100.00 to the Plaintiff’s ledger. Following the fee being assessed, Defendants contacted DBC’s previous property manager, Kat Butler, and informed Ms. Butler

that such a fee was in violation of the CARES Act. Ms. Butler removed the fee from the ledger on June 16, 2020.

11. In the weeks that followed, Defendants made attempts to contact Ms. Butler regarding completing the signing of a new or extension lease agreement, including a final email on June 23, 2020. On June 24, Ms. Butler requested that she be called. During that call, Ms. Butler informed Defendants that there was no longer any intent to renew or extend the lease agreement. Ms. Butler stated that it was the intent of Plaintiff DBC to convert the property to a “conventional property.”
12. Following a number of attempts on behalf of Defendants to resolve the change of intent to renew or extend the lease agreement, Plaintiff DBC filed its first Rule to Vacate action on December 12, 2020.
13. Plaintiff DBC’s action was subsequently dismissed by this Court as a matter of law on July 19, 2021, owing to Plaintiff DBC’s failure to comply with S. C. Code § 33-40-1670, which requires foreign limited partnerships to register with the Secretary of State in order to conduct business in South Carolina.
14. During the months of July, August, and September of 2021, property management within DBC changed with Kat Butler exiting and Plaintiff Josette Anderson assuming the role of property manager for Hartwell Cove.
15. On September 24, 2021, Plaintiff DBC, by way of agent Josette Anderson, filed another action for a Rule to Vacate.
16. Plaintiff DBC’s action was voluntarily dismissed by their attorney on March 4, 2022 as a result of significant disparities within documents of their own

submission to the Court as well as an affidavit from Josette Anderson that contained hearsay and material misstatement of fact.

17. On March 8, 2022, Defendant Kristy Drees was approached by Josette Anderson in the parking lot of Hartwell Cove. During the brief interaction, Defendant Drees agreed to meet Anderson at the office for Hartwell Cove.

18. On March 9, 2022, Defendants Donald Eaton and Kristy Drees went to the office and spoke with Josette Anderson. Defendants made an agreement with Anderson that reasonable efforts would be made in an attempt to obtain rental assistance from a charitable organization in order to alleviate Plaintiffs' Perception of debt. Additionally, Defendants and Anderson agreed that no form of legal action would be taken by either party in the matter of eviction. Finally, it was also agreed that after such efforts regarding payment assistance were made on behalf of the Defendants that a new lease agreement would be signed.

19. Defendants did not, and do not at this time, agree that Plaintiff's alleged debts are valid.

20. On April 5, 2022, Defendants deposited a money order in the night drop box at the office of Hartwell Cove in the amount of \$124.13, total for the cost of the Defendants' portion of the rent, utilities, and administration fee.

21. Following efforts to identify a charitable organization willing to make a payment in the matter, Defendants submitted an application on April 5, 2022, to Sunbelt Human Advancement Resources ("SHARE").

22. On April 15, 2022, Josette Anderson, accompanied by three other individuals, visited the Defendants' residence to inform them that the "property owner" was

unwilling to sign a new lease as part of an effort to convert both Hartwell Cove and nearby residential complex Hartwell Pointe to “conventional properties.”

Anderson expressed a desire to aid Defendants in finding a new residence. Anderson also claimed to have spoken with the Anderson Housing Authority (“AHA”) and that, in the event that Defendants were unable or unwilling to vacate, she would take action to invalidate Defendants’ housing assistance voucher.

23. On April 21, 2022, Josette Anderson posted a document titled “30-Day Notice to Vacate” on Defendants’ door, supplying no information regarding a reason for the notice beyond a marked box for “Other” followed by a blank line.

24. On May 4, 2022, a representative from SHARE informed Defendants that the organization was unable to offer assistance after contacting Josette Anderson.

25. On May 7, 2022, Defendants deposited a money order into the overnight drop box at the office for Hartwell Cove in the amount of \$236.44, total for the cost of the Defendants’ portion of the rent, utilities, and administration fee, as well as the \$100.00 late fee provided for in the perpetual lease agreement.

26. On May 19, 2022, Defendants were notified by e-mail that Duke Energy, the electric utility company for the residence, had received a request to terminate service at the Defendants’ residence. This request was not made by any of the residents of the home.

IV. FIRST CAUSE OF ACTION (Civil Conspiracy)

27. Defendants reaffirm all previously pled statements as if fully repeated here.

28. Plaintiff DBC and Josette Anderson are two separate entities. Josette Anderson is not a partner within DBC.
29. Plaintiff And Josette Anderson have attempted to utilize multiple, frivolous, and unlawful actions within the Court in an attempt to deprive Defendants of peaceful enjoyment of their home.
30. Plaintiff, or agents thereof, and Josette Anderson have engaged in intimidation tactics to deprive Defendants of their peaceful enjoyment of their home.
31. Plaintiff DBC and Josette Anderson have attempted to utilize their status as two separate entities to conceal each of their own actions and involvement within the course of their efforts to displace Defendants from their home.
32. Plaintiff, or agents thereof, have attempted to begin the process of what is colloquially referred to as a “self-help eviction”
33. Defendants have suffered significant emotional and mental harm as a result of an influx of legal proceedings filed by the Plaintiff and Josette Anderson where Defendants’ ability to live in peace and safety has been under constant threat of attack at the hands of the Plaintiff and its cohorts.
34. Defendants have additionally suffered significant emotional and mental harm as a result of the Plaintiff’s and Josette Anderson’s underhanded business practices including physical and economic intimidation and an intentional effort to obscure the culpable parties within those practices.

V. SECOND CAUSE OF ACTION (Breach of Contract)

35. Defendants reaffirm all previously pled statements as if fully repeated here.

36. Plaintiff, by way of Josette Anderson, and Defendants established a verbal contract during their discussion on March 9, 2022, that Defendants would make a reasonable attempt to secure rental payment on their behalf from charitable organizations offering rental assistance and that Plaintiff would not begin any further legal proceedings in the matter of eviction.
37. Defendants fulfilled their obligation to attempt to secure rental assistance in applying to SHARE.
38. Plaintiff has actively failed to meet their obligation by filing this Rule to Vacate action.
39. If Plaintiff DBC were granted their requested relief, Defendants would suffer unquantifiable damages due to their vulnerable status of being reliant on the Housing Choice Voucher assistance program.

VI. THIRD CAUSE OF ACTION (Fraud)

40. Defendants reaffirm all previously pled statements as if fully repeated here.
41. Plaintiff, by way of Josette Anderson, agreed in the verbal contract on March 9, 2022, that a new lease agreement would be signed and that no further legal action would be taken on their behalf; this is a material misrepresentation that demonstrates itself by the very existence of this action.
42. Plaintiff intended for Defendants to follow through with attempts to secure payment to DBC with no intent to sign a new lease agreement.
43. Defendants, as intended by Plaintiff, made reasonable efforts to secure payment to DBC as prescribed in the verbal contract of March 9, 2022.

44. As a direct result of Plaintiff's, or its agents', intentional misrepresentation of intent, Defendants are embattled once again in a frivolous legal action brought at the behest of the Plaintiff and suffer further emotional and mental distress as their home and right to peaceful enjoyment thereof is brought into contest.

VII. RELIEF

45. As a direct and proximate result of the actions taken by the Plaintiff and its agents, Defendants have suffered losses in the form of emotional distress, time, and the inability to peacefully enjoy their home.

Wherefore, Defendants pray for judgment against Plaintiff as follows:

- A. For compensatory damages as permitted by law as this Court deems fair and just.
- B. For punitive damages, not to exceed treble the amount of compensatory damages awarded.
- C. For attorney's fees, should the Defendants have need to retain counsel in this matter
- D. For this Court's order for the Plaintiff to perform their duty under the verbal contract of March 9, 2022; or failing that, an Order of injunctive relief, barring Plaintiff from further filings of "no cause," "end of tenancy," or other similar ejectment actions such as have already been raised, not to include "nonpayment of rent," for a term of not less than one year.
- E. For any other such relief as the Court may see fit.

Respectfully Submitted,

DATED: June 3, 2022

Donald Eaton
Kristy Drees
Logan Drees
Defendants
(864) 540-3035

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)
)
)
)
)

2022CV0410101574
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
ANSWER

Dbc Anderson Cove LP
200 Country Club Ln
Anderson, SC 29625
(864) 225-3283

SUMMARY COURT

JUN 3, 2022

PLAINTIFF(S)

Vs

PM 1:17:54

Kristy Drees
201 Miracle Mile Apt 13 C
Anderson, SC 29621

Logan Drees
201 Miracle Mile Dr Unit 13C
Anderson, SC 29621

Donald Eaton
201 Miracle Mile Dr Unit 13C
Anderson, SC 29621

DEFENDANT(S)

On May 26, 2022 ^{we were} served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **Anderson Summary Court**, is as follows:

CHECK ONE:

A. I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. I admit everything in the complaint and do not want a trial.

C. I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. I deny that I am responsible at all because: (use additional pages if necessary)

see Attached

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

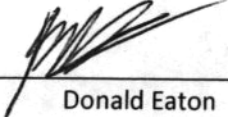
DATED: June 3, 2022

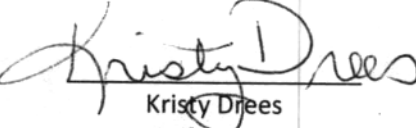
Kristy Drees gm/om
SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

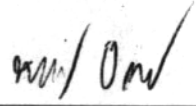
IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER

PLEASE RETURN TO:
Anderson Summary Court
2404 N. Main Street
Anderson, SC 29621
Phone: (864) 260-4156
Fax: (864) 260-4144

We deny responsibility for the action in question at all because we have made numerous attempts to resolve this matter outside of legal proceedings, up to and including entering into a verbal contract with the Property Manager for Hartwell Cove apartment homes regarding signing a new lease; a verbal contract that they are now violating by the very act of filing this action. This latest attempt at an eviction is nothing more than another effort to antagonize and torment us as peaceful residents of the community who simply wish to live in peaceful enjoyment of our home. As per requirement, our collective phone number of (864) 540-3035.


Donald Eaton
Defendant


Kristy Drees
Defendant


Logan Drees
Defendant

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF ANDERSON)
)
)
)

2022CV0410101574
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ANSWER TO COUNTERCLAIM

Dbc Anderson Cove LP
200 Country Club Ln
Anderson, SC 29625
(864) 225-3283

SUMMARY COURT
JUL 1, 2022
10:15:31

PLAINTIFF(S)

Vs

Kristy Drees
201 Miracle Mile Apt 13 C
Anderson, SC 29621

Logan Drees
201 Miracle Mile Dr Unit 13C
Anderson, SC 29621

Donald Eaton
201 Miracle Mile Dr Unit 13C
Anderson, SC 29621

DEFENDANT(S)

On _____ I was served with a Counterclaim. My Answer to Counterclaim which is hereby filed with the Anderson Summary Court, is as follows:

CHECK ONE:

- A. I admit everything in the complaint and do not want a trial.
- B. I admit that I am responsible, but not for the total amount claimed because: (use additional pages if necessary) _____
- C. I deny that I am responsible at all because: (use additional pages if necessary):
See Attached Paper

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER TO COUNTERCLAIM IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: 07/01/22
Josette Anderson Property Manager
SIGNATURE OF DEFENDANT(S)/PLAINTIFF(S)/ATTORNEY

PLEASE RETURN TO:
Anderson Summary Court
2404 N. Main Street
Anderson, SC 29621
Phone: (864) 260-4156
Fax: (864) 260-4144

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

DBC Anderson Cove LP

Plaintiff,

vs.

Kristy Drees, Logan Drees and Donald Eaton,

Defendant(s),

IN THE MAGISTRATE'S COURT

C/A No.: 2022-CV-04-10101574

**REPLY TO COUNTERCLAIM OF
DEFENDANT(S) KRISTY DREES, LOGAN
DREES, AND DONALD EATON**

COMES NOW THE PLAINTIFF, DBC Anderson Cove LP, ("*Plaintiff*"), replying to the Answer and Counterclaim ("*Counterclaim*") of Defendant(s) Kristy Drees, Logan Drees, and Donald Eaton ("*Defendants*"), and alleges and states as follows:

FOR A FIRST DEFENSE

General Denial

1. Each and every allegation of the Counterclaim not specifically admitted, explained or qualified is denied and strict proof is demanded thereof.

FOR A SECOND DEFENSE

Specific Denial

2. Plaintiff admits the allegations of Paragraph 1 to the extent that Defendants were tenants of the residential apartment complex located at 201 Miracle Mile Dr., Anderson, SC 29621. All other inferences and allegations contained in Paragraph 1 are denied.

3. Plaintiff admits the allegations of Paragraph 2.

4. Plaintiff admits the allegations of Paragraphs 3.

5. Plaintiff admits only so much of the allegations of Paragraph 4 to the extent that Josette Anderson is an employee of DBC operating as the property manager for DBC Anderson Cove LP. All other inferences and allegations therein are denied.

6. The allegations of Paragraphs 5, 6 and 7 call for legal conclusions, and no response is required. To the extent that a response is required, the allegations are denied.

7. Plaintiff admits only so much of the allegations of Paragraph 8 to the extent that the initial term for the lease agreement was one-year, thereafter, continuing as a month-to-month tenancy which could be ended by either party. All other inferences and allegations therein are denied.

8. Plaintiff admits only so much of the allegations of Paragraph 9 to the extent that conversations were had about potentially renewing the lease. All other inferences and allegations therein are denied.

9. Plaintiff denies the allegations of Paragraph 10, and strict proof is demanded thereof.

10. Plaintiff admits only so much of the allegations of Paragraph 11 to the extent that the one-year lease had ended, and the lease then operated as a month-to-month tenancy per the terms of the lease, and Plaintiff did not wish to renew or extend the lease. All other inferences and allegations therein are denied.

11. Plaintiff admits only so much of the allegations of Paragraph 12 to the extent that Plaintiff filed its first Rule to Vacate (Eviction) action on December 12, 2020. All other inferences and allegations therein are denied.

12. The allegations of Paragraph 13 state a legal conclusion, and no response is required. To the extent that a response is required, the allegations are denied, except that Plaintiff admits its action was dismissed.

13. Plaintiff admits only so much of the allegations of Paragraph 14 to the extent that Josette Anderson assumed the role of property manager in September 2021. All other inferences and allegations therein are denied.

14. Plaintiff admits only so much of the allegations of Paragraph 15 to the extent that a new Rule to Vacate action was filed. All other inferences and allegations therein are denied.

15. Plaintiff admits only so much of the allegations of Paragraph 16 to the extent that Plaintiff did voluntarily dismiss the action after an amended affidavit was filed with the court to clear up any confusion between the parties. All other inferences and allegations therein are denied.

16. Plaintiff lacks sufficient knowledge to admit or deny the allegations of Paragraph 17.

17. Plaintiff lacks sufficient knowledge to admit or deny the allegations of Paragraph 18. To the extent that a response is required, the allegations are denied.

18. Plaintiff denies the allegations of Paragraph 19. The current balance is clearly posted on each tenant's portal, as well as on monthly statements sent to tenants which reflect any past due balance. Current action is seeking eviction only.

19. Plaintiff admits only so much of the allegations of Paragraph 20 to the extent that it is admitted that an amount of \$124.13 was credited towards the total cost of Defendants' utilities (water bill), pest, trash, and pet fee. All other inferences and allegations therein are denied.

20. Plaintiff lacks sufficient knowledge to admit or deny the allegations of Paragraph 21, and therefore denies those allegations.

21. Plaintiff admits only so much of the allegations of Paragraph 22 to the extent that a conversation was had regarding the non-renewal of the lease. All other inferences and allegations therein are denied.

22. Plaintiff admits only so much of the the allegations of Paragraph 23 to the extent that 30-day written notice to vacate was posted on Defendant's door. All other inferences and allegations therein are denied.

23. Plaintiff lacks sufficient knowledge to admit or deny the allegations of Paragraph 24, and therefore denies those allegations.

24. Plaintiff admits only so much of the allegations in Paragraph 25 to the extent that (1) an amount of \$136.44 was credited towards the total cost of Defendants' utilities (water bill), pest, trash, and pet fee; and (2) an amount of \$100 was credited towards the Late Fee due to late payment. All other inferences and allegations therein are denied.

25. Plaintiff denies the allegations of Paragraph 26. Tenants are responsible for setting up power with Duke Energy, and Plaintiff has no access to tenants' private account nor any authority to terminate that service.

IV. FIRST CAUSE OF ACTION (CIVIL CONSPIRACY)

26. The allegations of Paragraph 27 is an incorporation by reference of earlier allegations, and no additional response is required.

27. Plaintiff denies the allegations of Paragraph 28. Josette Anderson is an employee of DBC operating as property manager of DBC Anderson Cove LP and is therefore an agent of Plaintiff.

28. Plaintiff denies the allegations of Paragraphs 29, 30, 31, 32, 33 and 34, and strict proof is demanded thereof.

V. SECOND CAUSE OF ACTION (BREACH OF CONTRACT)

29. The allegations of Paragraph 35 is an incorporation by reference of earlier allegations, and no additional response is required.

30. Plaintiff denies the allegations of Paragraph 36. Pursuant to S.C. Code Ann. §32-3-10 (4), any contract or sales of lands, tenements or hereditaments or any interest in or concerning them must be in a signed writing to meet the Statute of Frauds. Therefore, no contract was formed between the parties, as alleged by Defendants, as there is no signed writing of terms.

31. Plaintiff denies the allegations of Paragraph 37. Defendants did not fulfill their obligation to make required payments.

32. Plaintiff denies the allegations of Paragraph 38. No contract was formed between the parties and Plaintiff is under no obligation to refrain from the current action it has filed. Defendants are holdover tenants, and pursuant to S.C. Code Ann. §27-40-770 (b) and (c), Plaintiff is entitled to (1) terminate the month-to-month tenancy by 30-day written notice, which was given on May 21, 2022 ; and (2) bring an action for possession if the tenant remains in possession without the landlord's consent after the expiration of the term of the rental agreement or its termination, which is the current case. As such, this action is valid.

33. Plaintiff denies the allegations of Paragraph 39.

VI. THIED CAUSE OF ACTION (FRAUD)

34. The allegations of Paragraph 40 is an incorporation by reference of earlier allegations, and no additional response is required.

35. Plaintiff denies the allegations of Paragraph 41. Pursuant to S.C. Code Ann. §32-3-10 (4), any contract or sales of lands, tenements or hereditaments or any interest in or concerning them must meet the Statute of Frauds in the form of a signed writing. No signed writing was made by the parties agreeing to such terms as alleged by Defendants, so no contract was formed as a matter of law.

36. Plaintiff denies the allegations of Paragraphs 42, 43 and 44.

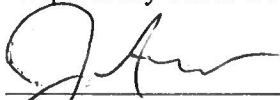
VII.RELIEF

37. The allegations of Paragraph 45 constitute a request for relief, and to the extent that a response is required, the allegations are denied.

WHEREFORE, Plaintiff DBC Anderson Cove LP pray that this Honorable Court inquire into the matters alleged and grant him relief as follows:

- A. Judgment in favor of Plaintiff on all claims herein;
- B. Dismissal of the Counter-claim brought by Defendants;
- C. This Court order Defendants to abide by the 30-Day Notice to Vacate which was given on May 21, 2022; and
- D. And any further relief as this Honorable Court may deem just and proper.

Respectfully Submitted,



DBC Anderson Cove LP
Josette Anderson
Property Manager

DATED: JULY 1, 2022

2022-1574

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

STATE OF SOUTH CAROLINA

COUNTY OF Anderson

DBC Anderson Cove

PLAINTIFF(S)

VS.

Kristy Drees, Logan Drees,
Donald Eaton

DEFENDANT(S)

APPLICATION FOR
EJECTMENT
(Eviction)

I, Josette Anderson, plaintiff in this action, state that I am the landlord-lessor of premises within the jurisdiction of Magistrate _____ which is described as: (address and description of premises - apartment, house, etc.)

200 Miracle Mile Pr. Anderson sc 29621
I further state that, with regard to the above-described premises, a landlord-tenant relationship exists between myself and the defendant, _____, the tenant-lessee, as evidenced by the following: (Attach lease papers or other written proof.) unit 13C

Grounds for this ejectment are one or more of the following:

- The tenant fails or refuses to pay the rent when due or when demanded in the amount of \$ _____; or
- The term of tenancy or occupancy has ended; or
- The terms or conditions of the lease have been violated as follows: _____

Sworn to before me
this 23 day of May, 2022

D. Creamer
Magistrate or Notary Public for South Carolina

My Commission expires 1.30.27

Josette Anderson
PLAINTIFF (or his attorney/agent)
200 Country Club IN
Address
Anderson sc 29625
City/State/Zip
864-225-3283
Phone Number

STATE OF SOUTH CAROLINA)	IN THE CIRCUIT COURT OF THE
)	TENTH JUDICIAL CIRCUIT
COUNTY OF ANDERSON)	CASE NO: 2022-DR-04-02285
)	
Donald Eaton, et al,)	
)	
APPELLANT,)	
)	
-vs-)	TRANSCRIPT OF RECORD
)	
Dbc Anderson Cove Lp,)	
)	
RESPONDENT.)	
)	
_____)	

JANUARY 18, 2023
ANDERSON, SOUTH CAROLINA

B E F O R E:

THE HONORABLE LAWTON MCINTOSH

A P P E A R A N C E S:

Donald Eaton
Pro Se Appellant

Kristy Drees
Pro Se Appellant

John Scully, Esquire
Attorney for Respondent

LESA D. TAYLOR
Court Reporter

I N D E X

		Direct	Cross	Redirect	Recross
Colloquy	4				

Certificate of Reporter 10

E X H I B I T S

Page

None

PROCEEDINGS

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THE COURT: This is an appeal from Magistrate's Court, is that correct?

MR. SCULLY: Yes, Your Honor.

THE COURT: Who is the Appellant?

MR. SCULLY: The tenants, Your Honor.

THE COURT: All right, sir, you are the Appellant?

MR. EATON: Yes, sir, Donald Eaton.

THE COURT: You're Mr. Eaton?

MR. EATON: Yes, sir.

THE COURT: All right, Mr. Eaton, I'll be glad to hear from you.

MR. EATON: Very simply put, we are appealing the summary judgment and judgment on the pleadings that were awarded by Judge Murphy in Summary Court. We feel that his ruling, as far as what constitutes consideration, as well as a failure to consider all evidence in light of the non-moving party, was incorrect.

THE COURT: Okay. Could you tell me why you feel like it's incorrect?

MR. EATON: The rules for consideration are relatively cut and dry. And one of the big ones, as far back as restatement of contracts says that unliquidated or disputed obligations are our consideration for purposes of the contract. Additionally, we would argue that because the

1 nature of the consideration we offered for the contract in
2 that matter was not, you know, by the letter, the same legal
3 obligation that existed under the lease, that that should also
4 be consideration on his grounds.

5 THE COURT: Okay, sir. And what specifically did Judge
6 Murphy rule?

7 MR. EATON: Judge Murphy ruled that because there was no
8 consideration in the contract established on March the 9th of
9 2022, that there was no enforceable contract and therefore,
10 summary judgment was appropriate on their claim and the
11 judgment on the pleadings was appropriate for both of ours, as
12 with no contract, the Court should not be able to accept those
13 claims.

14 THE COURT: All right, sir.

15 MR. EATON: All right.

16 THE COURT: Anything further?

17 MR. EATON: Yeah, I suppose to clarify the amount that
18 they are claiming as far as the legal obligation, even under
19 the lease was a disputed amount.

20 THE COURT: I'm sorry?

21 MR. EATON: The amount that they are claiming as a legal
22 obligation was a disputed amount, at the very least.

23 THE COURT: All right, sir. Thank you very much. All
24 right?

25 MR. SCULLY: Your Honor, may it please the Court? John

1 Scully, on behalf of the Respondent. Just by way of a little
2 background, this is a residential eviction matter where the
3 landlord sued for possession. They are not suing for any
4 amount of rent, so any dispute about the amount of rent is not
5 before the Court today. What is before the Court today is a
6 ruling that was issued by Judge Murphy.

7 Judge Murphy basically did two things. He granted
8 summary judgment in favor of the landlord, and he dismissed
9 the tenant counterclaims under Rule 12. This matter has been
10 briefed pretty extensively in the Return, and just for the
11 sake of the Court's time, I'll highlight a few of these
12 issues. I'm happy to elaborate on anything you'd like me to,
13 but -- the three undisputed facts in this case are the written
14 lease between these parties had expired prior to the time
15 these proceedings were initiated. They were initiated under
16 the lease -- or the tenancy has expired. He'd been given 30
17 days' written notice in April 2022, but he did not vacate the
18 premises, so we filed an Application for Ejectment.

19 They filed counterclaims for civil conspiracy, breach of
20 contract, and fraud. A bunch of different dispositive motions
21 were filed and they ended up in front of Judge Murphy. Of the
22 undisputed facts, the lease is expired, so they are month-to-
23 month tenants. My clients undisputedly gave them written
24 notice 30 days ahead of time, and they refused to vacate the
25 premises.

1 Based on those undisputed facts, we'd say there's no
2 triable issues for a jury trial in this matter with respect to
3 the eviction claim. Kind of the basis for this appeal, from
4 what I can tell through the Appellant's briefs, is whether a
5 verbal conversation between -- that reportedly took place
6 between my clients and the tenants to modify the lease, is a
7 binding agreement. If you look clearly just at the
8 allegations in the pleadings -- their pleadings -- and assume
9 they're true for Rule 12 purposes, they made a promise to try
10 to pay rent when they were already obligated to pay rent at
11 that time.

12 I think Judge Murphy got it right when he ruled that
13 there is no consideration as a matter of law, meaning that
14 there is no basis for a breach of contract claim, no
15 detrimental reliance in support of a fraud claim, and the
16 tenants withdrew their civil conspiracy claim at the motion
17 hearing.

18 THE COURT: All right. Thank you, sir.

19 MR. SCULLY: Sure.

20 THE COURT: Any response?

21 MRS. DREES: Yes.

22 MR. EATON: Yes, sir. As far as the expiration of the
23 lease, the discussion that happened on March 9th of 2022, first
24 of all, the terms were not -- we were trying to pay rent.
25 That's a gross oversimplification. What was actually agreed

1 to was that we would make reasonable efforts to secure a grant
2 from a charitable organization, as we did not believe that
3 their alleged damages -- obligation -- was correct. But in an
4 effort to establish a clean slate, we agreed to a --- effort.

5 Specifically, those were the --- obligations were
6 actually the subject of a prior action brought by the
7 landlord, that they themselves dismissed, I believe, owing to
8 an inability to actually prove that those charges were in any
9 way, shape, or form valid. After their dismissal, we had the
10 conversation where we agreed to make reasonable efforts. They
11 agreed that they would not evict us as we did so, and
12 following those applications, we would establish a new written
13 lease.

14 We have made a reasonable effort to complete those
15 applications. Frankly, they were uncooperative, is our
16 understanding from a counselor at some of these charitable
17 organizations. And then, following that, of course, they are
18 attempting to evict us now, claiming that that contract is
19 invalid. But I would argue that because it establishes a
20 covenant not to sue to evict us, they would supplant the
21 original lease, at least in that aspect.

22 MRS. DREES: It was not rent.

23 THE COURT: All right, anything further?

24 MR. EATON: I don't believe so.

25 THE COURT: All right, thank you. I'll go through and

1 read your submissions, and I'll issue an order by the end of
2 the week, okay? Thank you very much.

3 MR. EATON: Thank you, Your Honor.

4 End of Transcript.

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

CERTIFICATE OF REPORTER

I, THE UNDERSIGNED LESA D. TAYLOR, OFFICIAL COURT REPORTER FOR THE TENTH JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF ALL REQUESTED PROCEEDINGS RECORDED AND EVIDENCE INTRODUCED IN THE TRIAL OF THE CAPTIONED CASE, RELATIVE TO APPEAL, IN THE CIRCUIT COURT OF ANDERSON COUNTY, SOUTH CAROLINA, ON THE 18TH DAY OF JANUARY, 2023.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL NOR INTEREST TO ANY PARTY HERETO.

April 19, 2023

s/Lesa D. Taylor

LESA D. TAYLOR
COURT REPORTER

Income:

Please provide actual monthly dollar amount for all that apply.

Income Source	Income Total	Income Source	Income Total
Alimony or other Spousal Support		Public Assistance	
Black Lung		Rental Income	
Child Support		Retirement Income from Social Security	
Earnings		Royalties	
Educational Assistance		Short Term Disability	
EITC		Social Security Disability Income (SSDI)	
Estate/Trust		State Assistance (IS General)	
Interest/Dividends		Supplemental Security Income (SSI)	
Long Term Disability		TANF	
Non Cash Benefits		Unemployment Insurance	
Other Income Source		VA Non-Service Connected Disability	
Outside Assistance		VA Service Connected Disability	
Pension/Retirement		Veteran's Benefits	
Private Disability Insurance		Worker's Compensation	

Food Stamps _____

I have no income to report based on the sources above, but have been meeting my basic living needs (food, shelter, utilities) with contributions from:

Family member Friend Church Nonprofit Other



Residence

Structure	<input type="checkbox"/> Wood	<input type="checkbox"/> Brick	<input checked="" type="checkbox"/> Masonary	<input type="checkbox"/> Mobile Home
Multi-Unit	<input type="checkbox"/> Multi-Unit	<input type="checkbox"/> Vinyl Siding	<input type="checkbox"/> RV	<input type="checkbox"/> Boat

Home # of Stories _____

Dwelling Type

Site Built (Single Family)	<input type="checkbox"/> Multi-Unit	<input checked="" type="checkbox"/> Mobile Home Owner	<input type="checkbox"/> Doublewide Owner
Modular Home (No wheels)	<input type="checkbox"/> Duplex	<input type="checkbox"/> Triplewide Owner	<input type="checkbox"/> Mobile home Renter
Doublewide Renter	<input type="checkbox"/> Triplewide Renter		

Do you live in? City/Town Rural Area Suburb

Year of home construction If unknown, approximate age _____ 1980s Monthly Rent/Mortgage \$ _____

Smokers in household? Yes _____ if so how many _____¹

Was dwelling previously Weatherized? _____ If so when _____

Other Contact

Name _____ Phone _____ Relationship _____

Other Household Members – complete for each member

Name Donald Eaton Last 4 of Social Security # ██████ Date of Birth 1989-██████

Demographics

Gender: M F

Disabling Condition: Yes No Unknown

Marital Status: Divorced Legally Separated Married Partner Separated Single Widowed

Primary Language: English

Household Type:

Multigenerational Household	<input checked="" type="checkbox"/>	Single Person	<input type="checkbox"/>
Non-related Adults with children	<input type="checkbox"/>	Two Adults No Children	<input type="checkbox"/>
Other		Two Parent Household	<input type="checkbox"/>
Single Parent Female	<input type="checkbox"/>	Unknown / not reported	<input type="checkbox"/>
Single Parent Male	<input type="checkbox"/>		

Housing Type: Homeless Homeless by Choice Living with friends or family Other Permanent Housing Own Rent Subsidized (Hud, Section 8, etc.) Rent Unsubsidized Transitional/Shelter

Education Highest Grade Completed: Some College

Military Status: Active Never Served in Military Veteran

Health Insurance	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Employment Based	<input type="checkbox"/> No <input type="checkbox"/> Yes
Direct Purchase	<input type="checkbox"/>	Medicaid	<input type="checkbox"/>
		Medicare	<input type="checkbox"/>
		Military Health Care	<input type="checkbox"/>
		State Children's Health Insurance	<input type="checkbox"/>
		State Health Insurance Adult	<input type="checkbox"/>

Race:

Asian	<input type="checkbox"/>	Bi-racial or Multi-racial	<input type="checkbox"/>
Black or African American	<input type="checkbox"/>	Caucasian or White	<input checked="" type="checkbox"/>
Hispanic	<input type="checkbox"/>	Native American	<input type="checkbox"/>
Pacific Islander	<input type="checkbox"/>	Unknown	<input type="checkbox"/>

Ethnicity

Hispanic, Latin or Spanish Origin	<input type="checkbox"/>	Not Hispanic, Latin or Spanish Origin	<input checked="" type="checkbox"/>	Unknown	<input type="checkbox"/>
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Tribe

Blackfoot	<input type="checkbox"/>	Catawba	<input type="checkbox"/>	Cherokee	<input type="checkbox"/>
Choctaw	<input type="checkbox"/>	None	<input type="checkbox"/>	Pawnee	<input type="checkbox"/>
Pima	<input type="checkbox"/>	Other			

Income:

Please provide actual monthly dollar amount for all that apply.

Income Source	Income Total	Income Source	Income Total
Alimony or other Spousal Support		Public Assistance	
Black Lung		Rental Income	
Child Support		Retirement Income from Social Security	
Earnings		Royalties	
Educational Assistance		Short Term Disability	
EITC		Social Security Disability Income (SSDI)	
Estate/Trust		State Assistance (IS General)	
Interest/Dividends		Supplemental Security Income (SSI)	
Long Term Disability		TANF	
Non Cash Benefits		Unemployment Insurance	
Other Income Source		VA Non-Service Connected Disability	
Outside Assistance		VA Service Connected Disability	
Pension/Retirement		Veteran's Benefits	
Private Disability Insurance		Worker's Compensation	

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. By signing this application, I authorize the Community Action Agency and South Carolina Office of Economic Opportunity access to my household's fuel/utility/energy records pertaining to the eligibility of the applicant and for the purpose of any reporting required under Federal, State and local statutes, regulations and ordinances.

I, Kristy Drees,

certify that all the above information is correct and may be used for household and income verification as well as zero income verification for statistical purposes. I authorize agency employees to contact any former employees and/or social services agencies to verify household income for the past thirty (30) days. I further certify that documentation to verify the same is included in the Applicant's official file/record.

2022-04-05

Date

Customer Signature

Kristy Drees

Date

Signature of CAA Staff Member

Re CAA, its agent, partners and funding sources do not discriminate on the basis of race, color, sex, age, religion, national origin, disability, or marital status. If you, the applicant, feel you were treated unfairly or denied service(s), please notify the agency in your county of residence to appeal and request a fair hearing. Your application will be properly reviewed to determine eligibility based on the required documents provided.

Other Household Members – complete for each member

Name	Logan Drees	Last 4 of Social Security #	█	Date of Birth	
Demographics					
Gender:	<input checked="" type="checkbox"/> M	<input type="checkbox"/> F			
Disabling Condition:	Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>				
Marital Status:	Divorced <input type="checkbox"/> Legally Separated <input type="checkbox"/> Married <input type="checkbox"/> Partner <input type="checkbox"/> Separated <input type="checkbox"/> Single <input checked="" type="checkbox"/> Widowed <input type="checkbox"/>				
Primary Language:	English				
Household Type:					
	Multigenerational Household	<input checked="" type="checkbox"/>	Single Person	<input type="checkbox"/>	
	Non-related Adults with children	<input type="checkbox"/>	Two Adults No Children	<input type="checkbox"/>	
	Other	<input type="checkbox"/>	Two Parent Household	<input type="checkbox"/>	
	Single Parent Female	<input type="checkbox"/>	Unknown / not reported	<input type="checkbox"/>	
	Single Parent Male	<input type="checkbox"/>			
Housing Type:	<input type="checkbox"/> Homeless <input type="checkbox"/> Homeless by Choice <input type="checkbox"/> Living with friends or family <input type="checkbox"/> Other Permanent Housing <input type="checkbox"/> Own <input type="checkbox"/>				
	<input checked="" type="checkbox"/> Rent Subsidized (Hud, Section 8, etc.) <input type="checkbox"/> Rent Unsubsidized <input type="checkbox"/> Transitional/Shelter				
Education Highest Grade Completed	Some College				
Military Status:	<input type="checkbox"/> Active <input checked="" type="checkbox"/> Never Served in Military <input type="checkbox"/> Veteran				
Health Insurance	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
<input type="checkbox"/> Direct Purchase	<input type="checkbox"/> Employment Based	<input type="checkbox"/> Medicaid	<input type="checkbox"/> Medicare	<input type="checkbox"/> Military Health Care	<input type="checkbox"/> State Children's Health Insurance <input type="checkbox"/> State Health Insurance Adult

Race:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asian		Bi-racial or Multi-racial	<input type="checkbox"/>
Black or African American	<input type="checkbox"/>	Caucasian or White	<input checked="" type="checkbox"/>
Hispanic	<input type="checkbox"/>	Native American	<input type="checkbox"/>
Pacific Islander	<input type="checkbox"/>	Unknown	<input type="checkbox"/>

Ethnicity	
Hispanic, Latin or Spanish Origin	<input type="checkbox"/> Not Hispanic, Latin or Spanish Origin <input checked="" type="checkbox"/> Unknown <input type="checkbox"/>

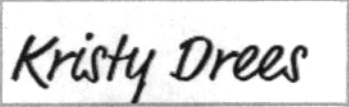
Tribe	
Blackfoot	<input type="checkbox"/> Catawba <input type="checkbox"/> Cherokee <input type="checkbox"/>
Choctaw	<input type="checkbox"/> None <input type="checkbox"/> Pawnee <input type="checkbox"/>
Pima	<input type="checkbox"/> Other <input type="checkbox"/>

Income:
Please provide actual monthly dollar amount for all that apply.

Income Source	Income Total	Income Source	Income Total
Alimony or other Spousal Support		Public Assistance	
Black Lung		Rental Income	
Child Support		Retirement Income from Social Security	
Earnings		Royalties	
Educational Assistance		Short Term Disability	
EITC		Social Security Disability Income (SSDI)	
Estate/Trust		State Assistance (IS General)	
Interest/Dividends		Supplemental Security Income (SSI)	
Long Term Disability		TANF	
Non Cash Benefits		Unemployment Insurance	
Other Income Source		VA Non-Service Connected Disability	
Outside Assistance		VA Service Connected Disability	
Pension/Retirement		Veteran's Benefits	
Private Disability Insurance		Worker's Compensation	

Signature Certificate

Reference number: BPJNF-G4LDP-E3QDM-YVKEV

Signer	Timestamp	Signature
Kristee Dress Email: [REDACTED] Sent: 31 Mar 2022 13:47:06 UTC Viewed: 05 Apr 2022 23:29:58 UTC Signed: 05 Apr 2022 23:40:39 UTC		 IP address: [REDACTED] Location: Anderson, United States

Document completed by all parties on:
05 Apr 2022 23:40:39 UTC

Page 1 of 1

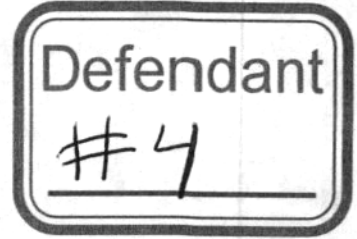


Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



[REDACTED]
From: Josette Anderson <hartwellpm@dbcliving.com>
Sent: Tuesday, May 3, 2022 10:32 AM
To: [REDACTED]
Subject: Hartwell Cove Pool (Opening)



Greeting Residents,

I am happy to make this announcement, Hartwell Cove pool will be opening up on May 27, 2022.

Hours: Monday- Sunday 9:00a.m. -8:00pm.

Thank you,

Management

SUMMARY COURT

JUL 26, 2022

PM3:18:55

[REDACTED]

From: Josette Anderson, Property Manager <hartwellpm@dbcliving.cojm>
Sent: Monday, March 28, 2022 3:04 AM
To: [REDACTED]
Subject: Rent Policy

Dear Valued Residents,

Rent Policy as followed:

*Rent is due on the 1st of EVERY MONTH. Grace period is given to the 5th of EVERY MONTH.

* IF YOU HAVE A PERVIOUS SMALL BALANCE YOU WILL NEED TO ADD THAT AMOUNT INTO YOUR CURRENT RENT AMOUNT. NO MORE PARTIAL PAYMENTS IF YOU DO NOT HAVE ALL YOUR RENT PLEASE CALL OFFICE AND SPEAK WITH PROPERTY MANAGER.

*Tenant shall be subject to a late charge in the amount of \$100 for any payment received by landlord after the fifth (5th) day of the calendar month in which such payment is due, and will be deemed to be in default and subject to charge for those additional costs and expenses of Landlord. (this is on the first page at the bottom of your lease).

* IF YOU DO NOT PAY YOUR RENT ON TIME, THIS IS YOUR NOTICE (listed on the second page of your lease at the top) .Rent is due within five (5) days of the due date. After the due date, Landlord may begin eviction proceedings if amount is still unpaid. No other notice will be provided during your lease term. (this information is listed on page two of your lease).

* On the 10th day of every month Evictions will be filed if rent is not paid in full and \$250 will be charged to your ledger. NO EXCEPTIONS. THAT'S \$350.00 ADDED TO YOUR LEDGER AFTER THE 10TH.

This is a general email that is sent out to all tenants making aware of what is taken place now.

Thank you,

Josette Anderson, Property Manager

R

<p>STATE OF SOUTH CAROLINA</p> <p>COUNTY OF ANDERSON</p> <p>DBC Anderson Cove LP</p> <p>Plaintiff</p> <p>v.</p> <p>Kristy Drees, Donald Eaton, and Logan Drees</p> <p>Defendants</p>	<p>Magistrate Court</p> <p>Case No: 2022CV0410101574</p> <p>MOTION FOR DISMISSAL</p>
--	---

SUMMARY COURT

JUN 3, 2022

PM 1:18:59

Defendants Kristy Drees, Donald Eaton, and Logan Drees, come now before the Court requesting its Order to dismiss, with prejudice, the claim in this matter. Under S.C. Code § 15-36-10, the Plaintiff's pleading in this matter is improper and is the latest in a series of actions that shows an abject disregard for the authority of this Court, makes a mockery of the time and energy of the judges and staff present therein, and demonstrates an inclination to ignore the laws of our state. A summation of those actions are as follows:

1. The Plaintiff's first action against the Defendants, case number 2020CV0410103307, was filed on December 4, 2020.
2. Plaintiff's first action was dismissed as a matter of law by this Court as a result of the Plaintiff's failure to comply with S.C. Code § 33-40-1670, which requires foreign limited partnerships to register with the Secretary of State in order to conduct business in South Carolina. Plaintiff further attempted to justify this violation by claiming it to be an oversight despite having their registration rejected multiple times.
3. The Plaintiff's second action in this matter was filed on September 24, 2021 as case number 2021CV0410102375.
4. During the proceedings of their second action, the Plaintiff and an agent thereof intentionally and maliciously attempted to conceal a portion of the lease agreement between the two parties in an attempt to rob this Court of its ability to properly adjudicate the matter.
5. During the proceedings of their second action, Plaintiff's agent, Josette Anderson, submitted a sworn affidavit to this Court in support of a Motion for Summary Judgment. This affidavit offered hearsay and statements in direct contradiction to the Plaintiff's own priorly submitted evidence. At that time, the Plaintiff's counsel and agent were informed that deception of the court would not be tolerated.
6. During the proceedings of their second action, during the Plaintiff's Motion Hearing for Summary Judgement on February 10, 2022, both parties were instructed to provide specific documentation relevant to the matter from the Anderson Housing Authority ("AHA"). At that time, Plaintiff made concerted effort to gather that documentation and received it that same day. Despite clear instructions to provide those documents to this Court, the Plaintiff failed to do so. Upon Defendants' acquisition and submission of that same documentation, it was found that the documentation from the AHA was in direct contradiction of statements made in Josette Anderson's affidavit.
7. On March 2, 2022, Plaintiff's counsel filed to voluntarily dismiss their second action as well as an amended affidavit from Josette Anderson, alleging that her blatant misrepresentation of

22 DEC 7 PM 4:14:23
Anderson, SC COC, CP/68

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

IN THE COURT OF COMMON PLEAS

DBC ANDERSON COVE, LP (APPELLEE))

Plaintiff)

RETURN OF THE CIVIL APPEAL

Vs.)

2022 CP 04 02285
2022 CV 04 10101574

DONALD EATON, KRISTY DREES, AND LOGAN DREES (APPELLANTS))

Defendant(s))

This matter is on appeal from the Magistrate Court of Anderson County South Carolina,
the Honorable Carey B. Murphy Presiding Judge.

The Plaintiff filed a (an) Rule To Vacate on May 23, 2022,

against the Defendant(s) alleging the following:

That the prior lease of the Defendants had expired and the parties were operating on a month-to-month lease and that Plaintiff had given Defendants a 30-day notice that the month-to-month tenancy was being terminated and that the Defendants had 30 days to vacate the premises.

The Plaintiff served the Defendant on May 26, 2022

by Serving Kristy Drees. The Defendant answered on June 3, 2022 and counterclaimed

stating: That although there was a month-to-month tenancy after the termination of the written lease, the apartment manager had agreed to enter into a new written lease agreement with the Defendants if they agreed to apply for government funded assistance to pay for the past-due rent and, if possible, some of the future rent. Defendants claimed causes of action for Civil Conspiracy, Breach Of Contract and Fraud seeking damages and injunctive relief requiring Plaintiff to enter into a new lease.

The Defendant filed a counterclaim on June, 2022 (amended) . The matter was heard At a Motion Hearing

on September 29, 2022 . The ruling was issued in favor of the Plaintiff

on the claim the Court awarded the following: The right for the Plaintiff to apply for a Writ of Ejectment

The Court ruled for the Plaintiff on the counterclaim, the Court awarded the following
(see the Order attached)

The proceedings were (Check Appropriate Box)

- Recorded electronically.
- Recorded by a court reporter.
- Recorded in writing by the judge.

The Notice of Appeal was served upon the Court by Transmittal on November 4, 2022 and received on November 8, 2022
Form from the Clerk of
Court

The jury list was prepared pursuant to S.C. Code Ann. (Check Appropriate Box)(Answer if Applicable)

- § 22-2-80. Selection of jury list for a single trial.
- § 22-2-90. Selection of jury list for scheduled terms of jury trials.

and the Plaintiff and Defendant(s) were given an opportunity to exercise challenges on

The Plaintiff called the following witnesses, and a summary of their testimony is attached.

1. N/A
2. _____
3. _____
4. _____
5. _____
6. _____

7. _____ 8. _____

9. _____ 10. _____

The Defendant called the following witnesses and a summary of their testimony is attached.

1. N/A 2. _____

3. _____ 4. _____

5. _____ 6. _____

7. _____ 8. _____

9. _____ 10. _____

The Plaintiff made the following motions. A summary of the Plaintiff's and Defendant's position on each motion and the Court's ruling is attached.

1. N/A 2. _____

3. _____ 4. _____

5. _____ 6. _____

7. _____ 8. _____

9. _____ 10. _____

The Defendant made the following motions. A summary of the Plaintiff's and Defendant's position on each motion and the Court's ruling is attached.

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

7. _____ 8. _____

9. _____ 10. _____

The Plaintiff offered the following items into evidence.

1. Affidavit of Property Manager _____

3. _____

5. _____ 6. _____

7. _____ 8. _____

9. _____ 10. _____

This appeal is from the Court's ruling of the Defendants' Motion For Dismissal and Motion For Summary Judgment and Plaintiff's Motion For Judgment On The Pleadings and Motion For Summary Judgment. The Pleadings, Motions, and Memorandum of Law accurately state the positions of the parties, and I believe that a review of those documents is better for an understanding of this Court's actions than attempting to provide a short summary (which I don't think can be done well).

All Motions were heard on September 29, 2022. The Plaintiff submitted an already filed affidavit from the property manager along with a Memorandum Of Law addressing the issues. The Defendants did not submit any evidence at this hearing in opposition to the Plaintiff's Motion For Summary Judgment. The Defendants stated that they had a recording of the property manager agreeing not to evict them and to enter into a written lease if they applied for financial aid to pay their past-due rent, but acknowledged that they did not had not submitted a copy of that recording previously nor had a copy of that recording at the hearing. At approximately 4:00PM on the day AFTER the Court's ruling, the Defendants did drop off recordings alleged to be of such a conversation or conversations, but filed no Motion, and there was no indication that Plaintiff's attorney was served with that submittal. Accordingly, the Court did not review the recordings, and since they were not submitted to the Court at the hearing, the copies of the recordings are not a part of this Return.

The Court's ruling on the Motions was set forth in a written Order presented by the Plaintiff as directed by the Court. Hearing nothing from Defendants concerning the contents of the Order, it was signed on October 31, 2022. That Order contains all of the findings of the Court during the Motion Hearing after reviewing any evidence submitted and after hearing arguments from counsel for Plaintiff and from the Defendant Donald Eaton on behalf of all three Defendants and further states the basis for the Court's ruling on all of the Motions presented. Based upon the ruling of the Court, there was no jury trial.

Attached are copies of the items which are checked.

- | | | | |
|-------------------------------------|---|--------------------------|--------|
| <input type="checkbox"/> | Summons and Complaint | <input type="checkbox"/> | Other: |
| <input type="checkbox"/> | Summons and Claim and Delivery | | |
| <input checked="" type="checkbox"/> | Landlord-Tenant Rule to Show Cause | | |
| <input checked="" type="checkbox"/> | Answer | | |
| <input checked="" type="checkbox"/> | Counterclaim | | |
| <input checked="" type="checkbox"/> | Judgment | | |
| <input type="checkbox"/> | Writ of Ejectment | | |
| <input checked="" type="checkbox"/> | Order | | |
| <input type="checkbox"/> | Jury List | | |
| <input type="checkbox"/> | List of witnesses and a summary of their testimony. | | |
| <input type="checkbox"/> | List of motions, a summary of the parties positions and this court's ruling. | | |
| <input type="checkbox"/> | List of items offered into evidence, a summary of objections, and court's ruling. | | |
| <input type="checkbox"/> | Documents and exhibits put into the record. | | |
| <input type="checkbox"/> | Notice of Appeal. | | |



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SC Court of Appeals

**FORM 16
CERTIFICATE OF COUNSEL**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Honorable Lawton McIntosh
Circuit Court Judge

Appellate Case No. 2023-000133

Donald Eaton, Kristy Drees, and Logan Drees,

Plaintiffs,

v.

DBC Anderson Cove LP,

Respondent,

Of Whom Donald Eaton is the Appellant

CERTIFICATE OF COUNSEL

The undersigned certifies that this Record on Appeal contains all matter designated to be included by both parties and contains no other material.

July 25, 2023

s/Donald Eaton

Donald Eaton
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Anderson, South Carolina 29621
(864) 540-3035
Appellant (Pro Se)