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JAN 03 2024

SC Court of Appeals

STATE OF SOUTH CAROLINA
In the Appellate Court

APPEAL FROM SPARTANBURG COUNTY
Shannon M. Phillips, Special Circuit Court Judge

CHRIS KLEIN, Appellant)
)
)
)
vs.)
)
)
Kay Family Investments,)
Respondent)

C/A NO: 2023-000852

APPELLANT'S RECORD ON APPEAL

APPELLANT'S RECORD ON APPEAL

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Appellant further argues this matter should not be dismissed because he is a month-to-month tenant. *See Appellant's Memorandum* (May 5, 2023). It appears from the Return from Magistrate's Court that Appellant raised this argument, and agreed he was provided the required 30-day notice to vacate the premises. This admission is dispositive. In his appeal hearing, Klein did not deny this notice was provided.

Upon review of the record and the presentation made at the hearing on appeal, this court finds that the judgment of the Magistrate Court is supported by the law and evidence appearing in the record of this case. There appearing no error of law or fact, the JUDGMENT of the magistrate court should be and IS therefore AFFIRMED and the APPEAL is DISMISSED.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____

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.

Shannon M. Phillips, Special Circuit Court Judge	3087 Judge Code	05/16/2023 Date
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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:

Chris Klein
120 Dogwood Lane Unit A
Duncan, SC 29334
APPELLANT PRO SE

Kay Family Investments
2536 Boiling Springs Road
Boiling Springs, SC 29316
RESPONDANT PRO SE

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.



Spartanburg Common Pleas

Case Caption: Chris Klein VS Kay Family Investments
Case Number: 2023CP4201229
Type: Order/Form 4

IT IS SO ORDERED.

s/ Shannon M. Phillips - 3087

Electronically signed on 2023-05-16 11:04:44 page 4 of 4

ELECTRONICALLY FILED - 2023 May 17 9:54 AM - SPARTANBURG - COMMON PLEAS - CASE#2023CP4201229

STATE OF SOUTH CAROLINA

IN THE CIRCUIT COURT

COUNTY OF SPARTANBURG

CHRIS KLEIN,

C/A NO: 2023CP4201229

Appellant,

APPELLANT'S APPEAL HEARING

vs.

MEMORANDUM

KAY FAMILY INVESTMENTS;

Respondent.

2023 MAY -5 PM 2:25
CLERK OF COURT
SPARTANBURG COUNTY
SOUTH CAROLINA

FILED

APPEAL HEARING MEMORANDUM

Appellant hereby appeals the Writ of Ejectment in this case ordered by the Magistrate's Court and motions for dismissal of this case, based upon the following grounds:

1.) The Magistrate Judge ruled in an arbitrary and capricious manner.

Remedies for Respondent were available in a separate case pertaining to this action (2022CV4210107516). The Judge even recalled the case and the details, as he presided over the trial. Yet he ignored this option.

The Judge asserted that Appellant had no legal or contractual right to live in Respondent's dwelling unit. The legal and contractual arguments and motions for Appellant's residency in Respondent's unit are being made in the original case (2022CV4210107516). The Judge falsely claimed the original case is "closed". It was not dismissed with prejudice.

The Judge proceeded to unnecessarily ask Respondent for his future plan of action post hearing. When Appellant hesitated to develop a case on the spot, the Judge unnecessarily proceeded to assume an appeal of the Writ of Ejectment would be "fraudulent".

No legal maxim, precedent, statute or justification for enforcing a settlement with a new case was provided.

2.) Ruling in favor of the Respondent and evicting Appellant would strip Appellant of rights and remedies in the original case (2022CV4210107516), while ruling in favor of Appellant and overturning the lower court's ruling and Writ of Ejectment, and dismissing this claim, would still afford Respondent rights and remedies, keeping them to the original case.

3.) It is simply unreasonable and illogical to carry out two cases about the same subject matter and cause of action (or two causes of action that are directly connected, the first resulting in the other). It runs the risk of two conflicting Court orders being issued for the same action. It would require parties to move their entire case and even reproduce evidence, if even possible.

If Respondent wants to report a violation of a settlement, they can assert rights and remedies in that claim.

Appellant is challenging the validity of the lease agreement the settlement of the original case (2022CV4210107516) stemmed from based on newly discovered evidence - thereby challenging the lease's attempted enforcement and the settlement that ensued due to the Respondent's and Judge's actions pertaining to it. Appellant maintains Respondent is at fault and the source and driving factor of all Respondent's allegations and actions against Appellant, the remedies of which are available and being worked out in the original case. Appellant is arguing in that case that recently discovered evidence proves both sides stood under a month to month agreement, which, if a jury agrees, would dispel the notion that there is no contractual reason for Appellant to be in the dwelling unit. Appellant has motioned in said case for relief of the settlement, arguing the month to month arrangement should've been in place, instead of the contract enforced against him, and continue until at least the jury trial.

4.) Respondent is at fault for all litigation between the parties. Respondent manipulated contracting to increase rent payments so high (in excess of \$3,000 per year, or the equivalent of over 3 months of rent), Plaintiff was forced to make partial payments. A partial payment is the reason for Respondent's eviction filing. In this interest of justice alone, this case should be

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CLERK OF DISTRICT COURT
SPRINGFIELD, MISSOURI

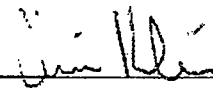
dismissed.

Furthermore, the Court may have erred in not issuing a Writ of Ejectment at the settlement of the original case (2022CV4210107516), as a legally binding move-out date constitutes an eviction.

Furthermore, pursuant to Section 27-40-310 of the Residential Landlord and Tenant Act, in absence of agreement, Appellant has attempted to pay March rent. Respondent rejected the payment. The Judge may have erred in claiming Appellant has no legal right to reside in the dwelling unit as this statute implies occupancy can exist with no agreement.

Appellant motions for the Court to overturn the lower court's ruling and dismiss this claim.

Respectfully submitted,

BY: 
Chris Klein
120 Dogwood Lane, Unit A
Duncan, SC 29334
Appellant, pro se

Spartanburg, South Carolina

May 5, 2023

2023 MAY -5 PM 2:25
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. SOX

FILED

MASTER-IN-EQUITY HEARING

COPY

CHRIS KLEIN

2023CP4201229

MAY 15, 2023

LEGAL EAGLE

Post Office Box 5682

Greenville, South Carolina 29606

864-467-1373

depos@legaleagleinc.com

1 JUDGE PHILLIPS:

2 The next case I have is case number 2023CP4201229
3 Klein versus Kay Family Investments; and I have
4 Chris Klein and Kay Family Investments.

5 MS. TORI:

6 Yes, Your Honor. This is Mr. Klein and then we have
7 someone for Kay Investments walking in.

8 JUDGE PHILLIPS:

9 Okay. Mr. Klein?

10 MR. KLEIN:

11 Yes, ma'am.

12 JUDGE PHILLIPS:

13 I have this is your appeal so whenever you're ready.

14 MR. KLEIN:

15 Oh, okay. Good morning, Your Honor. I am here to
16 appeal, I didn't write the case number down, yes,
17 that's the case number. Okay, I have supplied my
18 appeal hearing, my memorandum, and kind of to
19 summarize the first three arguments of my memo, no
20 one has provided a legal reason to enforce a
21 settlement in a separate case by filing a new case.
22 There's already a case about this matter with my
23 landlord where we settled the case and they filed a
24 new case to enforce the settlement in that case.
25 The rest is kind of -- to summarize the first three

1 arguments of my memo, and the magistrate judge just
2 in the ruling an arbitrary manner of just kind of
3 pushed the eviction forward. But even above and
4 beyond that I think it's a matter of justice to --
5 to dismiss this case for the fact that I think I
6 outlined it in my fourth argument, yeah, the
7 Respondent is at fault for all (inaudible) between
8 our parties, they -- they manipulated our contract
9 so high. They manipulated the rent payments through
10 a series of contracts so high that it exceeded the -
11 - the equivalent of three months of rent payment per
12 year, three rent payments per year or \$3,000 per
13 year, and so I think for justice -- for the sake of
14 justice so as long as it takes it needs to be
15 dismissed and arbitrated to the original case where
16 the arguments can continue, you know, to be heard
17 and they can apply for the remedies in that case.

18 JUDGE PHILLIPS:

19 Anything further, Mr. Klein?

20 MR. KLEIN:

21 I don't believe so at this point and I'll --

22 JUDGE PHILLIPS:

23 And someone from Kay Family Investments, would you
24 like to respond?

25 MS. TORI:

1 Yes, we --

2 JUDGE PHILLIPS:

3 I need you to come closer to the camera so that it
4 picks your voice up.

5 MS. TATACH:

6 Good morning, Judge. My name is Zhanna and I
7 represent Kay Family Investments.

8 JUDGE PHILLIPS:

9 Ma'am, before you get started, tell me your name
10 again?

11 MS. TATACH:

12 Zhanna, spelled Z-H-A-N-N-A, last name T-A-T-A-C-H.

13 JUDGE PHILLIPS:

14 Okay.

15 MS. TATACH:

16 And I represent Kay Family Investments. Judge, the
17 case ending in 1730 that the -- Mr. Klein was
18 talking about it was dismissed by Judge Willingham
19 and there was -- I have a dismissal it was dismissed
20 based on lack of jurisdiction, I wasn't sure if he
21 aware of it or not. And this appeal that we are
22 here on today in order to keep this appeal alive Mr.
23 Klein was supposed to be making bond payments for
24 rent to the Court, however, he failed to make May
25 payment into the Court. We received his March, we

1 received his April, today is May 15th. We do not
2 have his payment and, Judge -- I believe it was
3 Judge Willingham as well signed on April 10th that
4 Mr. Klein was supposed to make those monthly
5 payments into the Court every month. We ask, since
6 he failed to do so, that the writ of ejectment to be
7 reinstated again and he be evicted.

8 JUDGE PHILLIPS:

9 Any reply, Mr. Klein?

10 MR. KLEIN:

11 Yes.

12 JUDGE PHILLIPS:

13 I need you to step in front of the microphone,
14 please, sir.

15 MR. KLEIN:

16 On that last argument where supposedly May rent was
17 not supplied to the Court, I paid May rent. I'm
18 searching for the receipt right here right now but
19 May rent was definitely pay -- I'm not sure where
20 that allegation comes from. As far as the dismissal
21 she mentioned, she's -- that's -- that's -- the
22 dismissal was an appeal, that's not pertaining to
23 our settlement. I errantly tried to appeal a
24 settlement, found out I couldn't do it so that's why
25 the original appeal in the original case was

1 dismissed. That doesn't pertain to our settlement.
2 I'm -- I'm not sure why that's being argued. And
3 this could be my receipt for the May payment. I
4 made it very early that could be causing some --
5 some confusion. But this is the receipt I made in
6 April for May payment.

7 MS. TATACH:

8 May I have --

9 JUDGE PHILLIPS:

10 Sir, is it possible for you to hold the receipt up
11 to the camera so that I can see that, what it says?

12 MR. KLEIN:

13 You need it closer?

14 JUDGE PHILLIPS:

15 Yes. Can you get it closer? And sir, can you leave
16 a copy of that with that lady sitting behind you?
17 Tori, is there a way that we can upload that so that
18 I can view it?

19 MS. TORI:

20 Yes, Your Honor, I can make a copy and email it to
21 you.

22 JUDGE PHILLIPS:

23 Thank you. And, Ma'am, have you had an opportunity
24 to see that document?

25 MS. TATACH:

1 I did. If I may explain myself, Your Honor.

2 JUDGE PHILLIPS:

3 First, Mr. Klein, anything else you would like to
4 say?

5 MR. KLEIN:

6 Pertaining to those matters, I don't believe so.

7 JUDGE PHILLIPS:

8 Thank you, sir. Ma'am, what would you like to say?

9 MS. TATACH:

10 Judge, if we trace back a little bit we did have a
11 settlement that we settled in the Court with an
12 attorney and Mr. Klein and the Judge, and that
13 settlement was supposed to be lasting until the last
14 day of February. When Mr. Klein came in to pay rent
15 I told him personally that based on the settlement
16 he was supposed to be handing me the keys and not
17 rent. That was the settlement we got. Therefore,
18 we did not receive March rent from Mr. Klein. The
19 two checks he did make into the payment for the
20 Court it was check number 5487 in the amount of 1375
21 which we received on April the 17th. We applied
22 that for March, Ma'am, and the check number 5490
23 which was 1375 we got it on May 1st, that covered
24 his April balance. Therefore, we do not have May
25 balance, and I can leave all this -- all this with

1 the young lady here so you can look this over.

2 JUDGE PHILLIPS:

3 Was a 30-day notice sent to Mr. Klein to leave --

4 MS. TATACH:

5 Yes, ma'am.

6 JUDGE PHILLIPS:

7 -- the property?

8 MS. TATACH:

9 Yes, ma'am, we followed all the protocol. However,
10 since he did not pay the bond that he was promised
11 to pay for May we came -- we came in and we filed
12 for an eviction based on Judge's Order which I have
13 this paperwork right here, it's from Judge
14 Willingham, it's the agreement to make the bond
15 payment on the first.

16 JUDGE PHILLIPS:

17 And were those bond payments made?

18 MS. TATACH:

19 There was just two, May payment was never received
20 by us nor by the Court.

21 JUDGE PHILLIPS:

22 And would you give that document to that lady
23 sitting behind you, please?

24 MS. TATACH:

25 Yes, ma'am.

1 JUDGE PHILLIPS:

2 Thank you. All right, I will review your documents
3 and you'll be receiving an Order of the Court within
4 the next two weeks.

5 MS. TATACH:

6 Thank you.

7 MR. KLEIN:

8 Ma'am, Ma'am, may I respond to the last allegation?

9 JUDGE PHILLIPS:

10 Very briefly, sir.

11 MR. KLEIN:

12 Absolutely. I attempted to pay -- sorry, I
13 attempted -- I attempted to pay March rent in person
14 and I have video proof of that so to say -- for the
15 other party to say that they did not receive March
16 rent is a -- I don't know if it's false, but it's
17 definitely manipulative. I attempted to pay March
18 rent in person to -- because I'm required to legally
19 by law. So, March was attempted to be paid. I -- I
20 told the Judge that I attempted to pay March rent,
21 he made no mention of it. So I was told according
22 to the bond to pay rent by the first of the month.
23 I paid April rent and then when May rent came due I
24 paid it as well. No one has made one word mention
25 of March rent. I'm -- I'm gladly willing to pay

1 March rent. I attempted to pay March rent. I even
2 attempted to pay it in the original appeal that I
3 errantly filed. I've made multiple attempts. They
4 -- as I stated, I have proof that she -- this person
5 standing right here rejected the March payment when
6 I attempted to pay it in person in their office.

7 JUDGE PHILLIPS:

8 Were you supposed to pay it in person or supposed to
9 pay it to the Court?

10 MR. KLEIN:

11 By in person I mean when March rent came due at the
12 -- at the expiration of the settlement the -- the
13 next month of rent came due March, I attempted to
14 pay it in person. That -- at that point there was
15 no bond, no.

16 JUDGE PHILLIPS:

17 Okay. Okay, thank you all. I will look into this
18 and be back in touch.

19 MR. KLEIN:

20 Okay, thanks, Your Honor.

21 JUDGE PHILLIPS:

22 Thank you.
23
24
25

CERTIFICATE

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I, the undersigned, Jessica Antonucci, Notary Public in and for the State of South Carolina do hereby certify that:

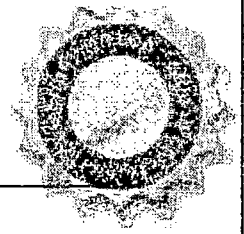
That the foregoing tape was transcribed at the request of Chris Klein;

A court reporter was not present at the proceedings and therefore cannot guarantee that every word of testimony could be heard or that the speaking parties are properly identified;

I further certify that I am neither counsel nor solicitor to any of the parties in said suit, nor interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal this 27th day of August, 2023.


Jessica Antonucci



Jessica Antonucci
Notary Public for South Carolina
My Commission expires 7/06/2025

Appellant certifies that this Record on Appeal contains all material proposed to be included and not any other material.

Respectfully submitted,

BY:  _____

Chris Klein
120 Dogwood Lane, Unit A
Duncan, SC 29334
864-505-1231
Appellant, pro se

December 29, 2023

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