IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2023-001598

Karen Oliver — Appellant,

v.

Charleston County Housing and Redevelopment Authority — Respondent,

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REPLY BRIEF OF APPELLANT

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Issues on Appeal

1. The Respondent did not address the foundational issues on appeal at the magistrate and circuit level by using avoidance and distractions to take away from the illegal eviction by using admissibility as being the sole issue on appeal from the magistrate court level. Magistrate Judge Laura Waring's actions further caused the Respondent to violate the then Defendant now Appellant's rights to due process while the Respondent's attorney makes the case (for the Appellant) with the same argument in his illegal motion to dismiss appeal in circuit court that the then Defendant now Appellant should have called witnesses. The magistrate would not allow questioning or cross-examination of the then witnesses (the Plaintiff's representatives). The Respondents are now bringing before the Court of Appeals a frivolous and dishonest defense. The Appellant will be able to show the violation of due process on all levels (i.e., by the Respondent (with an illegal eviction), at the magistrate level then, at the circuit level along with a frivolous, dishonest defense by the Respondents that maintenance of essential services has been done.

Arguments

The Respondent did not address the foundational issues on appeal at the magistrate and circuit level by using avoidance and distractions to take away from the illegal eviction by using admissibility as being the sole issue on appeal from the magistrate court level. Magistrate Judge Laura Waring's actions further caused the Respondent to violate the then Defendant now Appellant's rights to due process while the Respondent's attorney makes the case (for the Appellant) with the same argument in his illegal motion to dismiss appeal in circuit court that the then Defendant now Appellant should have called witnesses. The magistrate would not allow questioning or cross-examination of the then witnesses (the Plaintiff's representatives). The Respondents are now bringing before the Court of Appeals a frivolous and dishonest defense. The Appellant will be able to show the violation of due process on all levels (i.e., by the Respondent (with an illegal eviction), at the magistrate level then, at the circuit level along with a frivolous, dishonest defense by the Respondents that maintenance of essential services has been done.

Under respondeat superior the agents' actions are the responsibility of the employer. The willful, wanton, fraudulent misrepresentation by scienter, gross negligence and perjury all were committed by agents of the Respondent along with the violation of the right to due process of the Appellant. Even to date the callousness shown by not righting the ship due to their unrepentant spirits and a frivolous dishonest defense continues to violate the public policy they have been commissioned to uphold with integrity including the providing of the essential services. The Respondents would rather abuse the process with a frivolous dishonest defense while continuing to punitively inflict emotional distress with physical and mental anguish to the Appellant whom they know has been in recovery from an accident with a drunk driver. All while showing

disregard to public policies through but not limited to retaliation, defamation (libel and slander), intimidation and gross negligence. The following will even show a lay person these occurrences by addressing the elephant in the room and those trying to enter through res ipsa loquitur. The Respondent's attorney, Carlton Bowers, argued in his illegal motion to dismiss appeal to the circuit court that the Appellant could have called witnesses instead of trying to use a recording of the chairman of the board of commissioners (B.O.C. hereafter). *Motion to dismiss appeal Exhibit 1.* The Appellant wholeheartedly agrees because that is what the Appellant tried to do when Magistrate Judge Laura Waring refused to allow the questioning or cross-examination or rebuttal of the Plaintiff's representatives who had personal knowledge and even after one, agent Stephanie Gladden, lied under oath by informing the court that the hearing procedures were followed. It is fundamental in the area of due process. It was in contradiction to page 12 of the *What happens at the trial*? Section of the http://www.sccourts.org/selfHelp/faqmagistrate.pdf that is provided by S.C. Courts. A blatant violation of the then Defendant now Appellant's rights to due process. It was a violation of the then Plaintiff's now Respondent's own regulated guidelines for due process via 24 Code of Federal Regulations §966.53 (c)(3)(4) *Definitions*. Due Process: Elements of Due Process shall mean an eviction action or a termination of tenancy in the State or local court in which the following procedural safeguards are required: ... (3) Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have; (4) A decision on the merits. Therefore, by the magistrate judge's actions of denying questioning or cross-examination Magistrate Judge Laura Waring helped the Respondent's to violate their own mandated federal regulations which in turn violated the

Appellant's right to due process. Also, the magistrate's action did not allow for a decision on the merits.

According to the Code of Federal Regulations (CFR) which governs Public Housing Authorities (PHA hereinafter) hence the Respondents: 24 CFR §966.4 *Lease Requirements* §966.4(m) clearly states: *Eviction: Right to examine PHA documents before hearing or trial.* The PHA shall provide the tenant a reasonable opportunity to examine, at the tenant's request, before a PHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the PHA, and which are directly relevant to the termination of tenancy or eviction. The tenant shall be allowed to copy any such document at the tenant's expense.

Additionally, *A notice of lease termination* pursuant to § 966.4(l) (3) shall inform the tenant of the tenant's right to examine PHA documents concerning the termination of tenancy or eviction. If the PHA does not make documents available for examination upon request by the tenant (in accordance with this §966.4(m)), the PHA may not proceed with the eviction.

The Respondent violated these mandated measures by not providing the documents for examination or copy prior to the proposed hearing. The Appellant made various requests to the then hearing officer/agent – Ms. Mazyck who also had to be told to provide the hearing procedures by the Appellant via email on 6/14/22 which were not provided as prescribed by HUD and CFRs. *Exhibit 2.* The hearing procedures provided were not for evictions, it was just for grievances. *Exhibit 3.* Another example of fraudulent misrepresentation by scienter and refusal to do so is gross negligence and retaliatory . The hearing procedures entered into evidence at the circuit court level did not comply with the aforementioned CFRs and §966.56 The right to examine before the grievance hearing any PHA documents, including records and

regulations that are directly relevant to the hearing. (For a grievance hearing concerning a termination of a tenancy or eviction, see also §966.4(m).) The tenant shall be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing. The Respondents again did not follow the CFRs governing termination of tenancy or eviction only those governing regular grievances. Consequently, more requests were made, one that included the agent/property manager, Stephanie Gladden, and agent Bryant Sanders due to it not being met by the hearing officer. *Exhibit 4.* None of the documents were supplied for examination or copying before the hearing. Emails to and from the Respondent shows proof of the Respondent not providing the items requested. Again, no eviction. Therefore, it was an illegal eviction, and this is a continued abuse of process- tortious behavior. If not for the Appellant fighting for the constitutional right to due process, the Appellant would have been wrongfully dispossessed of the residence as in S.C. Code § 27-37-140. The intentional infliction of emotional distress caused by the willful, wanton actions by continuing this process is punitive in nature against the Appellant who is exercising her constitutional rights to due process.

Further, § 966.51(a)(1) clearly informs: the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed. Given that the hearing after being requested by the Appellant never took place as outline tenancy shall not terminate. On May 19, 2022, then CEO, Franklin Scott, informed agents Stephanie Gladden and Bryant Sanders via a telephone call that the Appellant was a party to that they must have the hearing. *Exhibit 4.* Months later they refused to follow their own supervisor's directive which is negligent supervision, gross negligence and negligent

hiring which is punitive and retaliatory. The Appellant had given the Respondent over 3 (three) opportunities to meet the hearing requests. The Appellant faced intimidation tactics (raising, yelling of voice totally unprofessional) along with their staff member being directed to commit a federal offense at the Appellant's residence. These aforementioned laws and instances answer the Respondent's issue #2 on whether or not the Appellant's right to due process has been violated. The Appellant contacted the B.O.C. chairman prior to contacting HUD emails *Exhibit 5*, to which 7.0 of the hearing procedure could not be implemented. Effectively still violating the Appellant's right to due process. Later, the Appellant issued a Cease and Desist to rectify the situation to try to stop the injurious conduct of the Respondent's agents. By taking the matter to the judicial level without following the mandated Code of Federal Regulations it further violated the Appellant's constitutional right to due process and an abuse of process. It showed a total disregard for the truth. Now the agents have compromised the Respondent and others to further claims while agent Stephanie Gladden continues retaliatory tortious and non-tortious acts against the Appellant violating § 27-40-910 *Retaliatory conduct prohibited.* To date the cleanup of the wastewater from the septic tank has not been done since reported in magistrate court on 9/7/22. Agent Stephanie Gladden sent them to the wrong address, and was too arrogant, unrepentant, incompetent, dishonest, and bent on retaliation to make the matter right. Wrongful, fraudulent misrepresentation by scienter in the information that has been provided to others including the Courts that the work was completed when in fact there was no landscaper nor soil testing done at the residence of the Appellant now over 1.5 years has passed. Gross negligence, negligent misrepresentation resulting in the Appellant having to step on boards to access the washing machine, dryer, and hot water heater etc., to not step on the wastewater affected area (health, life, and safety hazard). The area is now thickly covered in leaves and a couple of snakes have been

in the area. Agent Stephanie Gladden continues to lie about the work having been done at the Appellant's residence. The only completed work was by Knights who did the drain line away from the affected wastewater drenched area. Negligence and retaliation at its worst. Emails about septic tank wastewater not cleaned up at residence. *Exhibit 6.* The agent Stephanie Gladden refused to allow the Appellant a repayment plan promoted by HUD which is retaliatory § 27-40-910. The repayment plan has been allotted to other residents to avoid eviction after the Appellant contacted HUD for assistance with the roof leaking, the ceiling falling down in every room except one, also with mold/mildew along with holes that allowed animals to enter into the walls. It was after the proceedings at Magistrates Court that the malfunctioning refrigerator and stove were replaced. The agents would not believe the Appellant about the septic tank overflowing, even though pictures were submitted in magistrate court. It took 2 (two) months to get the drain line done. The lack of cooperation made the residence go further back on the list to be served. Resulting in increased wastewater covering the immediate backyard area which has still not been properly treated and remedied. Emails to the then CEO will show that the matter escalated to a greater coverage area, but no resolution even with a request for an investigation. Also, emails that will corroborate no cleanup except for pouring of lime while the wastewater was still coming out and drain line had not yet been laid. Pictures were included that will show how the coverage area grew to the immediate backyard in comparison to the 9/7/22 condition reported at Magistrates Court to Judge Laura Waring and the Respondent. *Exhibit 7.* The Appellant was/is in recovery from a drunk driver accident and the stress induced by the continued dishonesty and gross negligence has had a negative effect on the Appellant and others. Negligent supervision took place even after an investigation was requested by the Appellant to the CEO, Franklin Scott, to remedy the lack of wastewater cleanup. The request was not met.

Otherwise, the Respondents would have known Stephanie Gladden sent them to the wrong address. However, this has led to further tortious and non-tortious consequences. The retaliatory behavior is in violation of state statute § 27-40-910. The Respondent's attorney falsely claimed all essential services completed, but that is not true.

One of the matters the Appellant sought to have discussed at the hearing in accordance with public policy due to it being numerous years with no real action being taken to remedy the issues, the adverse effect to health, loss of educational opportunity, and enjoyment among other things in accordance with: S.C. Code§ 27-40-630 *Wrongful Failure to Provide Essential Services; 24CFR* § 966.4 (h) Lease requirements. (h) *Defects hazardous to life, health, or safety.* The lease shall set forth the rights and obligations of the tenant and the PHA if the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants and shall provide that:

(1) The tenant shall immediately notify project management of the damage;

(2) The PHA shall be responsible for repair of the unit within a reasonable time: *Provided*, That if the damage was caused by the tenant, tenant's household or guests, the reasonable cost of the repairs shall be charged to the tenant;

(3) The PHA shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and

(4) Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph (h)(2) of this section or alternative accommodations not provided in accordance with

paragraph (h)(3) of this section, except that no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests.

This runs in accordance with § 27-40-640. However, the Appellant did not withhold rent. The rent that was being asked was $0.00. The retroactive rent is what is under discussion. The hearing would have been able to address that following the above measure. The current rent was paid in accordance with the paperwork provided. The retroactive rent involved going retroactively into the conditions in accordance with § 966.4 (h) Lease requirements. (h) *Defects hazardous to life, health, or safety.* Even prior to covid.

In the illegal motion to dismiss the appeal the Respondent's attorney informed the court that all work had been completed at the home which is a dishonest, frivolous defense that deserves a reprimands or sanctions. §15-36-10 (c) (1) (a) (b) (c) *Frivolous lawsuit; signing pleadings; imposition of sanctions; notice and opportunity to respond; reporting violations.* The signing of that illegal motion that he did not ensure was truthful is a rules of professional conduct issue. An officer of the court should endure their submissions are not untruthful and don't contain falsities.

At the Bond to Stay the agent Stephanie Gladden told the court that in 2019 the flat rate rent was increased, but the flat rate increase could only take place on a unit that is up to industry standards. Even prior to 2019 the residence was not up to industry standards so how could the flat rental rate increase on a unit that was not up to industry standards for health, safety, and life for so long? The roof was leaking then, the ceilings were hanging in rooms and there were areas of mold/mildew and water stains, holes were in the outer structure allowing animals in the walls amongst other issues. Consequently, in 2016 or 2017 painters came to paint the ceilings, but

when they found out the roof still leaked, they did not do any work and were going to contact the agents of the Respondent who never remedied the matter. The Appellant also let the Respondent's agent, Stephanie Gladden know. It was not sustainable to do the work with the roof still leaking – common sense. Even on 9/27/2021 an independent agency- Cardinal Home Inspections was contracted to do inspections and reported to the Respondent the same longstanding issues. Therefore, if the claim that the flat rate was raised 2019 when the unit was definitely not up to industry standards it was fraudulent misrepresentation by scienter and fraud. *Again, not operating in good faith.* The former CEO, Franklin Scott, has been quoted in various media outlets confirming this fact that numerous units were in disrepair. It was reported, but not remedied until the Appellant contacted HUD about some of the conditions of the home and any rental increase on a structure that was in such conditions for the length of time that had elapsed (at least 5 years) making it fraudulent misrepresentation. The Appellant inquired then would HUD's policy allowed for it to take place. The policy that would allow for the flat rate to be increased on units that were not up to industry standards was requested by the Appellant to the hearing officer, but never provided. Nor the policy guideline for flat rate increases (which would have been only for units up to industry standards) was provided. Even so, there were still other areas that have not been addressed that are a health and safety risk that are in violation of these codes along with state statutes §§ 27-40-440 *Essential Services, maintain premises,* 27-40-220 *Operating in Good Faith.* Therefore, as outlined in the aforementioned mandated public policy § 966.4 (h) (2) (4) Lease requirements #4 <u>any claim to back rent should be abated along with any current rent</u>. <u>Reasonable time for repairs was not continues to be not adhered to #2</u>. The hearing would have addressed most of these issues.

The Respondent claims the Appellant refused to sign a new lease. Another example violation of state law § 27-40-220 *Operating in Good Faith.* It shows either incompetence or fraudulent misrepresentation by scienter. How can a person sign a new lease with a notice for lease termination having been implemented? You can't have it both ways. Another very dishonest frivolous defense. The Respondents and their attorney are in violation of the state law §15-36-10 (c) (1) (a) (b) (c) *Frivolous lawsuit; signing pleadings; imposition of sanctions; notice and opportunity to respond; reporting violations.* The Respondent and their attorney are in blatant direct violation of this statute. The Respondent has actually done this throughout this entire process. First, the agents of the Respondents now along with their attorney who should know better. Both are continuing injurious actions to the Appellant and abusing the process. There was no rightful claim to an eviction due to the continued violation of public policies. Essential services were not being met with the continued risk to the life, health and safety of the Appellant and others. The Appellant is asking the court for sanctions for the Respondent's attorneys because they clearly know that bringing these frivolous dishonest defenses is not allowed and are waste the court of appeals time and effort. Also, a continued blatant violation of public policy has already been established. Their attorney, Carlton Bowers, was even present at the B.O.C. meeting during which the chairman conned the others to put to vote not to communicate with the tenants about CCHRA's business. This is in contradiction to the hearing procedures 7.0 that allows tenants to come to the board when dissatisfied about a hearing decision made. *Exhibit 5* reiterates this policy. However, tenants have not been officially notified of the changes in these policies/procedures. Neither have they been provided access to the B.O.C. meeting notes as told by HUD that they should be made available to tenants. Nor, after requesting to be put on the agenda to speak has the tenants (Appellant) been allowed to speak. Contrary to 7.0 again.

The aforementioned matters show by a preponderous amount of evidence that the eviction was illegal and should never have been brought before the magistrate then, having to be appealed at the circuit level. At the magistrate level with the refusal to allow the questioning of the then Plaintiff now Respondent who had committed perjury (agent Stephanie Gladden) by informing the magistrate that the hearing process had taken place as prescribed when the Appellant informed the magistrate that it had not been. If the magistrate would have not violated http://www.SCCourts.org/selfHelp/FAQMagistrate.pdf p. 12 *What happens at trial? section* as it relates to the Defendant's rights to the questioning of witnesses, questioning of the Plaintiffs, the judge's questioning. The Plaintiffs were witnesses with relevant personal knowledge.

1. *Due process requires (1) adequate notice; (2) adequate opportunity for a hearing; (3) the right to introduce evidence; and (4) the right to confront and cross-examine witnesses.* In re Vora, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).
2. *Not allowing the cross-examination of witnesses doesn't provide meaningful opportunity to be heard.* Clear Channel Outdoor v. City of Myrtle Beach, 372 S.C. 230, 235, 642 S.E.2d 565, 567 (2007).

In the recording of the proceedings that was in the Supplemental Exhibits for the Circuit Court, and now here *Exhibit 8*, you will find Judge Laura Waring not only refused to accept the relevant evidence, but she further refused to allow the Appellant then Defendant to question the then Plaintiff's representatives who had personal knowledge of the matter. The judge even refused to follow Rule 13. The Appellant is guaranteed under § 966.53 (c) Definitions. Due Process: Elements of Due Process shall mean an eviction action or a termination of tenancy in the State or local court in which the following procedural safeguards are required: (1)Adequate notice to the

tenant of the grounds for terminating the tenancy and for eviction; (2) Right of the tenant to be represented by counsel; (3) Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have; (4) A decision on the merits. Judge Laura Waring did not provide for this: the right to confront and cross-examine the witnesses then Plaintiffs, who had personal knowledge. The judge wouldn't allow this very important component to take place. Nor would she after admitting to not knowing the hearing process allow any further questioning of the Plaintiffs by herself on the matter. Who does that? It is all on the recordings. Another clear violation of the Appellant's constitutional rights to due process and of the CFRs, a meaningful participation in the due process with a right to cross-examine as already established via In re Vora, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003) and Clear Channel v. City of Myrtle Beach 372.S.C. 230, 235, 642, S.E.2d 565, 567 (2007), and http://www.SCCourts.org/selfHelp/FAQMagistrate.pdf P.12. The judge had already shown prejudice by refusing to review the evidence being presented and relied on the dishonesty of the Plaintiff to determine its relevancy by refusing to ascertain whether the evidence was relevant to the subject matter as outline in the aforementioned FAQ. In addition to rushing the proceedings for the court's closure for lunch. Therefore, it was not only about the recording of the chairman of the Board of Commissioners claiming no evictions during covid (Respondent still was operating under the covid protocols) and that they were not in the business of putting families on the street, but we are also a family. The chairman claimed to have an open-door policy but refused to talk to the Appellant then tenant about the hearing procedures not being followed. Going so far as to change the bylaws not to communicate with tenants which violates 7.0 of their hearing procedures further violating the Appellant's right to due process. Tenants have no way to

gain resolution if the matter isn't resolved before a grievance or at the grievance hearing level. It becomes longstanding issues of essential services like the Appellant's that are not immediately or timely mitigated as the Appellant tried to report and is still experiencing now. It was relevant yet, the magistrate refused to listen or view it, but allowed agents Stephanie Gladden and Bryant Sanders to do so. Agent Stephanie Gladden told the judge it didn't do as the Defendant claimed to exonerate Defendant from the eviction. How can the judge make an informed decision if she doesn't know what she was ruling on? If there's an impasse shouldn't the judge be informed about what the judge is ruling about to make an informed decision? Further, the magistrate tried to make the Appellant pay a rental amount that was not the subject matter of the eviction or the lease in question for the hearing and notice of termination of lease in violation of § 27-37-150 *Accrual of rent after institution of proceeding*. Judge Laura Waring was prejudiced and biased at the Bond to Stay hearing. She made comments unbecoming of a judge and tried to manipulate a higher amount when the judge was informed by the Plaintiff that the higher amount had not yet been agreed upon in the lease agreement. "She'll just appeal it," the judge snidely said in court. It is on the recording. Again, it was ludicrous to have a notice of termination of lease then try to implement another lease. Unconscionable. The agents Stephanie Gladden and Bryant Sanders were willfully fraudulent again while in violation of public policy §27-37-150. Even the judge was until she stopped abusing her discretion through manipulation and violation of public policy due to the Defendant not bending on paying an amount that was not agreed upon in the lease. The notice provided at the time of the last renewal stated the flat fee was $583.00 not what the agents were trying to claim. Again, the place was not up to industry standards as discussed above. It was a fraudulent intentional attempt in retaliation that violated SC. Code of Laws. But GOD.

When the appeal for the illegal eviction reached the circuit level the Respondent made an illegal motion to deny an appeal for the Appellant who is guaranteed (one appeal) by the 14th and 5th amendments to due process. Had it not been for this guaranteed right to one appeal an illegal eviction would have taken place § 27-37-140 *Wrongful dispossession* due to the negligence, fraud, negligent misrepresentation, fraudulent misrepresentation by scienter, perjury, and the continued violation of the Appellant's rights. Also, at the circuit level the judge should have provided notification before the proceedings if he was going to turn it into <u>just</u> an appeal not a motion to dismiss so the Appellant could have a meaningful part in the due process. *The purpose of a summons is to acquire jurisdiction of the defendant and give him notice of action and an opportunity to appear and defend.* WL5944276 (S.C. Ct. App 2023). <u>Admissibility was not the only issue on appeal</u>, but Judge Bentley Price was already prejudiced. The Respondent's attorney never had to speak on the motion they brought before the court except to introduce themselves. *Transcript p. 1 lines 12-14. "It was a motion and denial of her appeal, so it was all in one. I thought we were here today to argue against her appeal."* The Respondent's attorney or the Respondent never spoke another word. Who does that? What judge would competently think that is fair without the court hearing from the initiator of the motion about the motion's content. Due process requires a meaningful participation in the process. The judge stopped the Appellant when she tried to speak on the essential services which would have led to other matters such as the mandated hearing procedures not being followed, wastewater not being cleaned up, judge not allowing witness questioning, etc., but the judge stopped the proceedings. As the transcript shows on page 9. *Transcript p. 9.* It was already an illegal motion for an illegal eviction. It is unconscionable that the prohibited clause in the lease mandated in the Code of Federal Regulation was being used in a motion in court by the Respondent clearly in conflict. Also,

violating state statute §27-40-220 *Operating in Good Faith.* If it is not allowed in the lease, it is reasonable expectation that it will not be used against the tenant in any proceedings. *§966.6(g) Prohibited Lease Items* (g) Waiver of right to appeal judicial error in legal proceeding. Authorization to the landlord's lawyer to waive the right to appeal for judicial error in any suit or to waive the right to file a suit in equity to prevent the execution of a judgment. It is essentially the same move. Clever? No, clearly a violation of §27-40-220. Every person is due at least one appeal as guaranteed by the 14th and 5th amendment of the Constitution. If the Appellant would have been allowed to continue to speak at the unconscionable illegal motion hearing that was changed without proper notice/notification initiated by the Respondent's attorney for the illegal eviction. Judge Bentley Price would have learned more about their illegal, fraudulent actions as they pertained to essential services, hearing procedures, etc. The illegal motion contained that all repairs were done when essential services were not completed as mentioned earlier. The illegal motion contained knowingly false misleading information by an officer of the court, Carlton Bowers, and his client CCHRA. Carlton Bowers also provided that admissibility was the only matter up for appeal. Again, in violation of §15-16-10 (c) (1) (a) (b) (c) for intentionally misleading the court. The magistrate appeal addresses more than admissibility. *Magistrate Appeal p. 2.* Along with not providing the Appellant's right to due process at both the grievance and magistrate, and the perjury taken place at the magistrate level. A presentation of the magistrate's further violation of not allowing the questioning and cross-examination of those with personal knowledge.

In conclusion, the frivolous dishonest defense made by the Respondent does not outweigh the probative value of the proven lack of adherence to state and federal laws and regulations by the

Respondent. The Respondent did not follow the public policies that govern the way their business entity should operate. The Respondent's attorney, an officer of the court, has knowingly provided a false, untrue, and a misleading pleading to the court in the illegal motion. The magistrate judge committed errors in the application of the laws and did not allow the witnesses to be questioned and cross-examination. The circuit judge did not provide proper notification of changing the proceeding from the motion to dismiss appeal to the appeal itself violates the Appellant's right to due process while not allowing the Appellant to speak about essential services. The Respondent's agents are at fault for extensive retaliatory violations due to their unrepentant, punitively intentional infliction of emotional distress with negative effects physically and mentally. Otherwise, with everything confirmed above, the Respondent should have never taken it to this level. They should submit and admit their faults and not bring further implications to others who entrusted this entity to carry forth their duties within the laws and regulations with this frivolous dishonest defense amounting to no defense. If it wasn't for the dishonesty of the agents of the Respondent, it would be borderline malpractice for their attorney. Again, if a lay person reviewed this reply and the Appellant's initial brief the findings would find res ispa loquitur. The Appellant requests that all judgment rendered from the magistrate and the circuit court be vacated. The actions of this magistrate are why today the public is excoriating some magistrates who do not adhere to the rules of law and act as renegades to the rights of citizens. Even when there's a chance to make it right like in this instance, Judge Laura Waring could have made it right before sending her magistrates' return to the circuit court. The Appellant reaffirms all that was alleged in the Amend a Judgement, initial brief and reasserts that which is alleged continue to be incorporated within to be allowed for later judicial proceedings. THOU preparest a table before me in the presence of mine enemies. GOD IS FAITHFUL!!!

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IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2023-001598

Karen Oliver — Appellant,

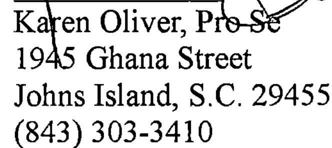
v.

Charleston County Housing and Redevelopment Authority — Respondent,

PROOF OF SERVICE

I certify that I have served the Reply Brief on Charleston County Housing and Redevelopment Authority by depositing a copy of it in the United States Mail, postage prepaid, on April 18, 2024, addressed to Attorneys Carlton Bowers and a copy mailed to Theodore Parker III of Parker Nelson and Associates, CTHD 320 Broad Street/Suite 240 Charleston, SC 29401.

April 18, 2024



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IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2023-001598

Karen Oliver — Appellant,

v.

Charleston County Housing and Redevelopment Authority — Respondent,

PROOF OF SERVICE

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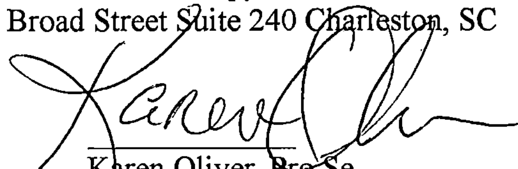

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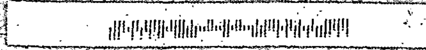

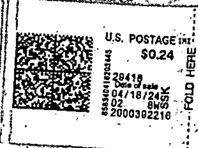

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