

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Bentley Price, Circuit Court Judge

---

Court of Appeals Case No. 2022-000775  
Civil Court Case No. 2021-CP-10-2682,  
Civil Court Case No. 2021-CP-10-2848

---

Pet Helpers, Inc.....Respondent,

v.

Janet L. Frisco.....Appellant,

v.

Melissa Susko.....Third-Party Defendant

---

**APPELLANT’S MOTION FOR LEAVE TO SUPPLEMENT  
RECORD ON APPEAL**

---

The Appellant Pro Se requests leave of this Honorable Court to supplement Record on Appeal per Rule 212 SCACR and add the *document Objection to Defendant’s Motion to Consolidate filed July 16, 2021 in Case No. 2021-CP-10-*

### BACKGROUND

Respondent filed a Motion to Strike Appellant's Record on Appeal on June 3, 2024 claiming that the adoption contract, police report and other documents were not included in Appellant's Designation of Matter, but were included in the Record of Appeal indexed as "Exhibits and Photos" pages 201-209.

### ARGUMENT

Since the police report and redacted adoption contract are essential to the Appellants appeal, Appellant is hereby requesting leave of court to supplement The Record on Appeal according to Rule 212 (b) SCACR adding the Appellant's document *Objection to Motion to Consolidate* filed July 16, 2021 which includes both the police report and the adoption contract. The police report verifies that the Appellant did not trespass on Pet Helper's property as the Respondent's legal counsel claimed in his complaint and that Melissa Susko, Third Party Defendant, tried to entrap the Appellant using two of her employees on or about June 5, 2021 and then filed a false police report. The adoption contract is dated May 8<sup>th</sup>, Susko claimed that Toby was adopted on May 7<sup>th</sup> so she deliberately misrepresented the date on *Affidavit of Melissa Susko in Support of Plaintiff's Motion for Emergency ExParte Restraining Order and Injunctive Relief* filed June 9, 2021 to conceal Pet Helpers' staging of my dog Toby's adoption.

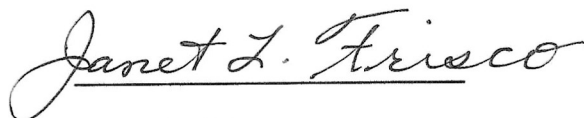
The tax map of Pet Helper's property which was included in the Appellant's Designation of Matter No.19 shows that the drive-way where Appellant was standing after the Pet Helper's employee addressed her is not on Pet Helpers'

property so the police report and the tax map must be considered together to prove the Appellant's argument that Melissa Susko, Third-Party Defendant, and the Respondent's legal counsel falsely accused Appellant of trespassing in their complaint and on other court documents in order inflict illegitimate restraining orders, a Partial Summary Judgment other punitive actions against Appellant in their abuse of civil process.

### CONCLUSION

This honorable court should allow the Appellant to supplement Record on Appeal as permitted by Rule 212 SCACR.

Respectfully submitted,



Janet L. Frisco  
203 Cardinal Drive  
Summerville, South Carolina 29485  
843-804-0875  
[janetfrisco@yahoo.com](mailto:janetfrisco@yahoo.com)  
Pro Se Appellant

Dated June 10, 2024

EXHIBIT A

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT  
CASE NO: 2021-CP-10-2848

JANET FRISCO

Plaintiff,

Vs.

PET HELPERS, INC. AND MELISSA SUSKO

Defendants,

**OBJECTION TO  
DEFENDANTS' MOTION TO  
CONSOLIDATE**

2021 JUL 16 PM 3:53  
JULIE J. ARMSTRONG  
CLERK OF COURT

FILED

I, Janet Frisco plaintiff in this case, object to the use of Rule 42(a) SCRCV, consolidating this action with Pet Helpers, Inc. v. Janet Frisco, 21-CP-10-2682 on the following grounds:

**BACKGROUND**

My actions that Pet Helpers is suing me for was facilitated by their own deception and wrongful actions after I surrendered my dog, Toby to them for adoption purposes. They misrepresented and did not give me pertinent facts concerning the surrender and his treatment afterwards. They did not inform me that there was a low-cost adoption event scheduled in approximately three weeks, or try to work with me to avoid having to surrender my dog as their website states they do. When I called and emailed them multiple times with concerns about my dog, they replied that there weren't any problems and the "dog was doing fine". (It is common knowledge that dogs suffer when abandoned at shelters by their owners.) When I said I wanted to reclaim the dog during these calls and emails (see EXHIBIT A), Katie in Intake, said I would have to discuss that with the manager, Melissa Susko, but she never contacted me. Katie sent me an adoption application on May 7<sup>th</sup> and I submitted it that evening, but when I called to follow-up on the application she lied and told me Toby had been adopted the morning of May 7<sup>th</sup>. The adoption by the other party was actually done on May 8<sup>th</sup>. (see Exhibit B). When I viewed the pictures of the adoption on their website, the adopter looked like one of their employees, John Blaine. I believe Ms. Susko ordered him to adopt the dog after I submitted my application because she didn't want to return my dog to me. If she had, Pet Helpers would not have been able to say they found him a home and solicit donations on Facebook and on their website. Ms. Susko also falsely accused me of violating the trespass notice using an employee to take pictures after another employee tried to lure me on to the property (see EXHIBIT C).

**LAW/ANALYSIS**

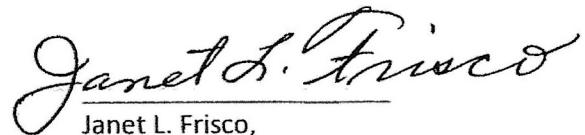
Pursuant to Rule 42(a) SCRCivP, "When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all matters in issue in the action; it may order all actions consolidated, and it may make such orders concerning proceeding therein as may tend to avoid unnecessary costs or delay." The Defendants have not acknowledged their wrongdoing or

deception in their suit so not all the "same facts and circumstances" are contained in both suits as Pet Helpers alleges. The Plaintiffs are omitting in Pet Helpers v Janet Frisco, 21-CP-10-2682 that their wrongful actions facilitated my subsequent emotional reactions in the loss of my dog and concern for his welfare. If Pet Helpers had not consistently lied to me about the condition of the dog, the date of the adoption and used an employee to stage an adoption, there would be no need for either complaint. If I had not made the matter public, I believe they would have euthanized Toby after the fake adoption. I never would have protested or assumed they euthanized my dog and said so publicly if they had not behaved in the deceptive manner they did. Pet Helpers should be held accountable for their deception and exacerbating behavior that led to my reaction. I initiated their complaint in order to conceal their wrongful actions that led to me experiencing intense emotional distress. Without my complaint going forward, the truth of their deceptions will not come to the surface and that is exactly what they intend. I contend that their suit is wrongful and that Pet Helpers and Melissa Susko, their executive manager committed breach of trust and misrepresentation in the transaction. She was dishonest, malicious and conniving and attempted to do me harm by making false statements that I violated the trespass notice that could have resulted in my arrest. Pet Helper's attorney, Stepan Futural, repeated these false charges in part to obtain the *EX PARTE INJUNCTION AND RESTRAINING ORDER* and subsequent permanent restraining order. He also stated that the adoption of the other individual was in progress when I submitted my adoption application on May 7<sup>th</sup> which was false.

### CONCLUSION

Pet Helper's complaint 21-CP-102682 should be dismissed or consolidated into Case No. 2121-CP-10-2848 and I will make that motion to the courts forthcoming. My complaint is primary and should be heard before a jury to divulge the deception and wrongdoing they perpetrated against an unsuspecting customer who trusted them with her valued property, my dog Toby.

Dated: July 16, 2021



Janet L. Frisco,  
Pro Se  
203 Cardinal Drive  
Summerville, South Carolina 29484  
843-804-0875  
[janetfrisco@yahoo.com](mailto:janetfrisco@yahoo.com)

Mail body: Fw: Received Email Re: Toby

Exhibit A

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Janet Frisco" <janetfrisco@yahoo.com>

To: "intake pethelpers" <intake@pethelpers.org>

Sent: Fri, Apr 23, 2021 at 2:06 PM

Subject: Re: Received Email Re: Toby

Katie, Could I please come there and get Toby back tomorrow. I thought I was doing the right thing for him, but he doesn't look happy at all in the pictures. He's had a rough life and I can't let him down like the hunter who previously owned him.

Janet Frisco

Sent from Yahoo Mail on Android

On Fri, Apr 23, 2021 at 2:06 AM, intake pethelpers <intake@pethelpers.org> wrote:

Thank you for contacting the Intake Department at Pet Helpers. We have received your email and are working very hard finding animals homes and will get back to you with in 24 to 48 hours. If this is an emergency, please call the shelter directly 843-795-1110.

**\*\*Note in our "peak seasons" it may take us longer to respond.\*\***

--

Intake Department

111137472/an-intimate-evening-with-trey-taylor

http://www.pethelpers.org/

http://www.pethelpers.org/

Get Trey Taylor Tickets at:

<https://charleston.boldtypetickets.com/events/111137472/an-intimate-evening-with-trey-taylor>

*The information contained in this email, and any attachments hereto, is from Pet Helpers, Inc. and is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution, copying or use of the contents of this email, and any attachments hereto, is strictly prohibited. If you have received this email in error, please immediately notify me by reply email and permanently delete the original and any copy of this e-mail and any printout thereof.*

# Exhibit B



**Pet Helpers**  
 1447 Folly Road  
 Charleston, South Carolina 29412 USA  
 msusko@pethelpers.org  
 https://www.pethelpers.org/index.html

Person ID: [REDACTED]

### Animal Information

Animal ID: A47529858	Name: Slim Jim	Types: Dog	Gender: Male
ARN: Toby	DOB: 4/13/2020	Breeds: Hound/Mix	Altered: Yes
Chip #: 982091063428429	Current Age: 1 y 0 m 25 d	Colors: Brown/White	Size: Large
Type: 24PetWatch	Age Group: Adult - 1 year and older	Pattern: Tricolor	Weight: 50.20 pound

I, [Signature] (hereinafter Adopter), acknowledge receiving from Pet  
 Helpers Adoption Center and Spay/Neuter Clinic (hereinafter Pet Helpers), custody of  
Slim Jim (microchip #: 982 091 063428429), and, in return consideration  
 to Pet Helpers hereby promise and agree to the following:

1. Use as Companion Animal: [REDACTED] Adopter Initials

a. Adopter agrees that the animal will be kept only as a companion animal. The above-named animal will not be used for fighting, breeding, racing, or experimental/research purposes.

2. Animal Care: [REDACTED] Adopter Initials

- a. Adopter will, at his/her own expense, provide the adopted animal with adequate and proper quantities of wholesome food and water, safe and adequate shelter, proper and adequate exercise, training, appropriate veterinary attention, and, in general, treatment in accordance with the humane and prudent practices of animal care.
- b. Adopter shall comply with all city, county, and state laws and regulations, including but not limited to, those relating to care, housing, licensing, ordinances, etc.
- c. The animal adopted must live indoors and cannot be tethered or kenneled outdoors.
- d. Although your adopted animal is microchipped, adopter agrees to have an ID tag and collar on adopted animals at all times.
- e. Adopter shall provide heartworm and/or flea preventative for life of animal. If a canine is returned to Pet Helpers, adopters agrees to provide current heartworm test results at time of return. If tested positive, adopter shall be financially responsible for heartworm treatment.
- f. Adopter is aware of maintenance needs of the species being adopted. Adopter agrees that he/she will not declaw, crop, dock or otherwise mutilate any animal he/she is adopting from Pet Helpers unless in cases of medical necessity.

"Slim Jim"

- g. Adopter agrees that if any behavioral issues arise after adoption, the adopter will enlist help from the Pet Helpers staff by contacting our shelter immediately.  
Adopter also agrees to work with our shelter trainer who can assist in overcoming any issues that may arise.
3. Prior Animal Care Charges or Convictions: [REDACTED] Adopter Initials
- a. Adopter represents that he/she has never been subject to legal action for cruelty to or neglect of animals. Adopter further represents that he/she has never owned an animal that has been confiscated by any animal control or humane organization for violations of state or local animal control regulations or animal adoption agreements.
4. Full Household Consent: [REDACTED] Adopter Initials
- a. Adopter represents that all household members have agreed to the adoption of the animal and will abide by the terms of this agreement.
5. Tenant and zoning: [REDACTED] Adopter Initials
- a. If the Adopter is a tenant, then Adopter agrees that he/she has permission from his/her landlord to own and possess this animal at his/her residence.
- b. It is the responsibility of adopters to check local zoning and housing communities to ensure animal/breed is acceptable to live in such community.
6. No Guarantee Given Regarding Breed, Health or Temperament: [REDACTED] Adopter Initials
- a. Adopter acknowledges and understands that Pet Helpers makes no claims as to the temperament, health, disposition, or general condition of this animal. Pet Helpers has provided the adopter, to the fullest extent possible, information about the health, history and background of the animal. The Adopter understands that animals at Pet Helpers come from a rescue environment in which little may be known about the animal's past. Hence, Pet Helpers cannot guarantee that this animal is free from all illness despite the organization's best efforts and due diligence to minimize and prevent disease transmission. The adopter accepts responsibility for the animal based on the information available and provided at the time of this agreement.
- b. Pet Helpers does not perform DNA testing to determine the breed of our animals. All breeds are 'best guessed' and opinion may vary.
7. Release of Liability: [REDACTED] Adopter Initials
- a. Adopter accepts possession of (subject to the conditions of the adoption contract), and responsibility for the animal adopted and agrees to release and discharge Pet Helpers, its agents, officers and directors, heirs or assignees forever from liability for any injury or damages to any person or property caused by the adopted animal, and from any causes of action, claims, suits, or demands whatsoever that may arise as a result of such injury or damages.
8. Transfer of Ownership: [REDACTED] Adopter Initials
- a. The Adopter agrees not to sell, trade, loan, or give away the animal without the prior written consent of Pet Helpers. This adoption agreement is non-transferable.
- b. Adopter agrees to notify Pet Helpers via email of any address or phone number changes so that we can keep our records current in case your pet gets lost and we are notified.
9. Return of Animal to Pet Helpers: [REDACTED] Adopter Initials
- a. We at Pet Helpers seek forever homes for the animals that come through our shelter and encourage adopters to adopt our philosophy. Adopter can transfer the adopted animal into another home only after notifying Pet Helpers, giving us the first option of return and providing Pet Helpers with new adopters' information. Adopter will not be eligible for any refund of adoption donation fees or expenses.

However, if Pet Helpers can accept animal back into our shelter, all intakes are scheduled through our intake coordinator by appointment only.

10. Reservation of Rights: [Redacted] Adopter Initials

a. Pet Helpers reserves the right to an ongoing review of this adoption at random, to follow up on any complaints or reports to protect the welfare of this animal. If the Adopter does not satisfactorily uphold any of the terms of this Agreement and/or if any misrepresentations have been made to Pet Helpers in order to obtain the animal, Pet Helpers reserves the right to void this Agreement and take immediate possession of the animal, wherever it is located. At such time the adopter's rights shall be terminated and adopter agrees that he/she shall have no direct cause of action or claim against Pet Helpers, its officers, directors, staff, or volunteers regarding such removal and termination of rights. In the event the Adopter fails or refuses to return such animal upon demand, he/she hereby agrees to pay Pet Helpers reasonable attorneys' fees in the event an attorney is consulted or if suit is brought for the return of the animal.

11. Copy of Contract: [Redacted] Adopter Initials

a. Adopter acknowledges that he/she has received a copy of this Animal Adoption Contract signed by both parties.

**I certify that I am over the age of 18 and lawfully competent to enter into this contract. I agree that all information provided in the Adoption Application and Adoption Contract is truthful to the best of my knowledge and belief. If it is found that any statements I have made on the Adoption Application and Contract are not true, the adopted animal can be confiscated.**

[Redacted Signature] \_\_\_\_\_ Date 05/08/21

[Redacted Signature] \_\_\_\_\_ Date 5/8/21  
Signature Agent, Pet Helpers Adoption Center



# INCIDENT/INVESTIGATION REPORT

Charleston Police Department

Case # 21-08399

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

	IBR	Status	Quantity	Type Measure	Suspected Type	
D R U G S						

Assisting Officers

Suspect Hate / Bias Motivated:

**NARRATIVE**

On June 7, 2021 at approximately 1215 hours I, Ofc. H. Burek responded to 1447 Folly Rd (Pet Helpers) in reference to Trespassing.

Upon arrival I spoke with Melissa Susko (W/F), the Executive Director of Pet Helpers/complainant. Susko stated that they have had an ongoing issue with a trespasser, Janet Frisco (W/F). On May 15, 2021 CPD Ofc. B. Gandy met with Frisco and advised her that she was on trespass notice. On June 5, 2021 around 1630 hours, Frisco violated the trespass order by coming onto the private property located at the abovementioned location. Susko provided photos to corroborate the violation.

Susko stated that in addition to trespassing, Frisco is also a safety hazard because she stands in the way of cars trying to exit the parking lot. She will also yell into the windows of cars as they pass by.

Susko stated that she wants to proceed with criminal prosecution against Frisco.

Susko was advised on the matter and provided with a CPD case number. Incident was captured on my body worn camera and uploaded to the Getac cloud per CPD policy.

# Incident Report Suspect List

Charleston Police Department

OCA: 21-08399

1 Name (Last, First, Middle) <i>FRISCO, JANET LAURENZI</i>						Also Known As				Home Address <i>203 CARDINAL DR SUMMERVILLE, SC 29485 843-804-0875</i>			
Business Address <i>UNKNOWN, UNKNOWN</i>													
DOB	Age	Race	Sex	Eth	Hgt	Wgt	Hair	Eye	Skin	Driver's License / State.			
<i>03/12/1954</i>	<i>67</i>	<i>W</i>	<i>F</i>	<i>N</i>	<i>502</i>	<i>140</i>	<i>BLN</i>	<i>BRO</i>	<i>FAR</i>	<i>0004853415 SC</i>			
Scars, Marks, Tattoos, or other distinguishing features													
<i>Reported Suspect Detail</i>		Suspect Age			Race	Sex	Eth	Height		Weight		SSN	
Weapon, Type		Feature		Make		Model		Color		Caliber		Dir of Travel	
												Mode of Travel	
Veh Yr/Make/Model			Drs	Style		Color		Lic/St			VIN		
Notes								Physical Char					

CASE SUPPLEMENTAL REPORT

Printed: 06/23/2021 14:56

Charleston Police Department

OCA: 2108399

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: PENDING INACTIVE

Case Mng Status: PENDING INACTIVE

Occurred: 06/05/2021

Offense: TRESPASS

Investigator: BROWN, Y. D. (1191)

Date / Time: 06/09/2021 11:51:05, Wednesday

Supervisor: BROWN, Y. D. (1191)

Supervisor Review Date / Time: 06/10/2021 09:13:29, Thursday

Contact:

Reference: Supplemental Report

Incident Type: Trespassing

Incident#: 21-08399

On June 9, 2021 I/O (Y. Brown) made contact with the complainant, Melissa Suscko via telephone (843-542-6292). Ms. Suscko explained that she was not on scene when the incident occurred and that another employee took the still images provided to CPD R/O Burek. I/O expressed to the complainant that there was reason to be concerned about the offender, Ms. Frisco presence at the incident location, Pet Helpers (1447 Folly Road) as this has been in an ongoing issues (Offender is also on Trespass Notice).

It should be noted that I/O along with Lt. Taylor reviewed the still images that was forwarded by Officer Burek. After the observation of the still images, there is reason to believe that the offender was not in direct violation of the Trespassing statute. The boundaries in which the offender, Ms. Frisco was standing would have to be viewed on a city property tax map as she was in the domain of the roadway and the incident location. I/O expressed this to Ms. Suscko who stated she was not certain of where she was standing but understood I/O's explanation. She was advised that CPD would continue to document all interactions requested, as this is an ongoing matter between the business and the offender. Ms. Suscko stated that she is working with the business attorney in regards to getting a restraining order in place against the offender (advised on how to obtain a copy of all incident reports).

Additionally, I/O made contact with the offender, Janet Frisco via telephone (843-804-0875) advising her of the incident report that was document on June 7, 2021. I/O expressed the above listed information to Ms. Frisco about the boundaries in which she was standing on the incident date. Ms. Frisco was advised to be certain she was not on the property while expressing herself. Ms. Frisco stated that she understood and noted that she was not on the property of Pet Helpers on June 5, 2021. She noted that she was not yelling but was only answering question(s) that an unknown man had asked of her. Additionally, Ms. Frisco contacted I/O via telephone to advise she was going to request a copy of this report from CPD Records Division.

Both conversations were audio recorded with I/O's CPD issued audio recorder. I/O will upload the still images to the CPD database. At this current, there are no additional leads in the investigation and all parties were advised of this information. This case will be placed in the pending inactive status.

Nothing Further.....

Investigator Signature

Supervisor Signature

RECEIVED

Jun 10 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Bentley Price, Circuit Court Judge

---

Court of Appeals Case No. 2022-000775  
Civil Court Case No. 2021-CP-10-2682,  
Civil Court Case No. 2021-CP-10-2848

---

Pet Helpers, Inc.....Respondent,

v.

Janet L. Frisco.....Appellant,

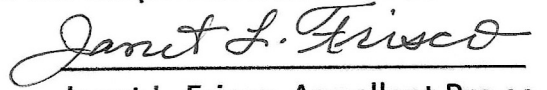
v.

Melissa Susko.....Third-Party Defendant

**PROOF OF SERVICE**

I certify that I have served the *Motion for Leave to Supplement Record on Appeal* by delivering the same via email and United States Regular Mail, postage prepaid, on June 10, 2024 addressed to the Respondent as follows:

Stephan V. Futeral  
534 Johnnie Dodds Blvd., Suite 202  
Mount Pleasant, South Carolina 29464  
[sfuteral@charlestonlaw.net](mailto:sfuteral@charlestonlaw.net)

  
Janet L. Frisco, Appellant Pro se

Attorney for Respondent and Third-Party Defendant      DATED: June 10, 2024