

From: [Deaton, Rad S](#)
To: [Nataliya Matejka](#); [McCoy, Jennifer B. Law Clerk \(Katelyn Simmons\)](#)
Cc: [Valita Goodman](#); [Jackie Williamson](#); mireillemasbanji46@gmail.com; [Courtney Sanchez](#); [Court Of Appeals Filings](#)
Subject: Re: 512 Purple Finch LLC v. Mireille Masbanjii
Date: Wednesday, December 4, 2024 4:23:20 PM
Attachments: [image001.png](#)
[image002.png](#)

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. *******

Ms. Matejka,

It is my understanding that Courtney did not speak with you via telephone today, but simply provided you with two (2) emails: 1) at 11:44 am indicating that you could pick up the writ; and 2) providing you with the email sent by the tenant to our court.

Neither of Courtney's emails indicated that there was a stay based on the appeal.

Please let me know if this is incorrect.

Rad Deaton

RECEIVED
Dec 04 2024
SC Court of Appeals

Get [Outlook for iOS](#)

From: Nataliya Matejka <nataliya@matejkalaw.com>
Sent: Wednesday, December 4, 2024 4:08:28 PM
To: Rad Deaton <rad.deaton@berkeleycountysc.gov>; McCoy, Jennifer B. Law Clerk (Madeline Fletcher) <jmccoyle@sccourts.org>
Cc: Valita Goodman <valita.goodman@berkeleycountysc.gov>; Jackie Williamson <jackie.williamson@berkeleycountysc.gov>; mireillemasbanji46@gmail.com <mireillemasbanji46@gmail.com>; Courtney Sanchez <courtney.sanchez@berkeleycountysc.gov>; Court Of Appeals Filings <ctappfilings@sccourts.org>
Subject: Re: 512 Purple Finch LLC v. Mireille Masbanjii

***** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. *****

Thank you Judge Deaton,

I was in receipt of the writ but then advised by Courtney that there was a stay based on the appeal. We do have the put out scheduled so if we are permitted to proceed

we will do so.

Kind Regards,

**Nataliya Matejka, Esq.,
Managing Attorney**
Matejka Law, LLC
810 Travelers Blvd Ste C2
Summerville SC 29485
PH: 843.300.8147
FX:843-285-5454
nataliya@matejkalaw.com
www.matejkalaw.com

Schedule a [consultation](#) today!

From: Rad Deaton <rad.deaton@berkeleycountysc.gov>
Date: Wednesday, December 4, 2024 at 4:05 PM
To: Nataliya Matejka <nataliya@matejkalaw.com>, McCoy, Jennifer B. Law Clerk (Madeline Fletcher) <jmccoyle@sccourts.org>
Cc: Valita Goodman <valita.goodman@berkeleycountysc.gov>, Jackie Williamson <jackie.williamson@berkeleycountysc.gov>, mireillemasbanji46@gmail.com <mireillemasbanji46@gmail.com>, Courtney Sanchez <courtney.sanchez@berkeleycountysc.gov>, Court Of Appeals Filings <ctappfilings@sccourts.org>
Subject: Re: 512 Purple Finch LLC v. Mireille Masbanjii

Judge McCoy and Ms. Matejka,

I hate to chime in, but I wanted all parties to be aware that a certified copy of the Writ of Ejectment was provided to a runner (Jake Brinson) for Matejka Law Firm this morning.

It is the Magistrate Court's understanding that the landlord would be proceeding with the the put-out.

Whether that has any bearing on Ms. Matejka's email or the Circuit Court's actions I'll leave that to you to determine.

Rad Deaton

Get [Outlook for iOS](#)

From: Nataliya Matejka <nataliya@matejkalaw.com>
Sent: Wednesday, December 4, 2024 3:54:22 PM

To: McCoy, Jennifer B. Law Clerk (Madeline Fletcher) <jmccoyle@sccourts.org>
Cc: Valita Goodman <valita.goodman@berkeleycountysc.gov>; Jackie Williamson <jackie.williamson@berkeleycountysc.gov>; mireillemasbanji46@gmail.com <mireillemasbanji46@gmail.com>; Courtney Sanchez <courtney.sanchez@berkeleycountysc.gov>; Court Of Appeals Filings <ctappfilings@sccourts.org>; Rad Deaton <rad.deaton@berkeleycountysc.gov>
Subject: Re: 512 Purple Finch LLC v. Mireille Masbanjii

***** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. *****

Dear Honorable Judge McCoy,

I am writing to address a pressing matter regarding the case currently on appeal to the Court of Appeals from the Berkeley County Circuit Court. I was advised by Tina to take this matter up with the Administrative Judge and so I am hoping you will provide guidance and ensure timely adherence to court rules and statutes. This case was dismissed at the Circuit Court level due to the appellant's failure to comply with statutory requirements, specifically signing an undertaking at the Magistrate Court as mandated by law.

After consulting with Tina, the Circuit Court Clerk, I was informed that the Circuit Court refuses to hold a bond hearing or issue a bond in this matter, citing the jurisdiction of the Court of Appeals.

Upon speaking with Shelby at the Court of Appeals, it has been confirmed that no stay has been issued in this matter. Rule 241(b) clearly states:

“Exceptions. The exceptions to the general rule are found in statutes, court rules, and case law. Where specific conditions must be met before the exception applies, those conditions must be strictly complied with. A list of some, but not all, of the exceptions to the general rule is: ... (10) Ejectment orders as provided in S.C. Code Ann. § 27-37-130 and S.C. Code Ann. § 27-40-800.”

Further, S.C. Code Ann. § 27-40-800(f)(1) outlines:

“Upon appeal to the Supreme Court or to the court of appeals, it is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered. The judge of the court having jurisdiction shall order stay of execution upon the undertaking.”

The continued refusal to issue a bond or writ in this matter not only constitutes a failure to uphold the law but also severely prejudices my client, who has fulfilled all

legal obligations to reclaim their property. This inaction is causing my client significant harm, with damages now exceeding \$12,000. Such delays undermine the integrity of the judicial process.

I respectfully request your immediate attention to this matter to ensure compliance with the statute. My client has endured wrongful possession of their property for far too long due to these delays, and further inaction will only compound the damages and injustice. I would appreciate a bond be set to continue the appeal immediately or a writ be executed so that my client may regain rightful possession of his property. If the Circuit Court refuses to issue a bond then at the minimum advise that the Magistrate Court does so.

Thank you for your prompt consideration.

Kind Regards,

**Nataliya Matejka, Esq.,
Managing Attorney**
Matejka Law, LLC
810 Travelers Blvd Ste C2
Summerville SC 29485
PH: 843.300.8147
FX:843-285-5454
nataliya@matejkalaw.com
www.matejkalaw.com

Schedule a [consultation](#) today!

From: Rad Deaton <rad.deaton@berkeleycountysc.gov>
Date: Tuesday, December 3, 2024 at 5:34 PM
To: Nataliya Matejka <nataliya@matejkalaw.com>
Cc: Valita Goodman <valita.goodman@berkeleycountysc.gov>, Jackie Williamson <jackie.williamson@berkeleycountysc.gov>, McCoy, Jennifer B. Law Clerk (Madeline Fletcher) <jmccoyle@sccourts.org>, mireillemasbanji46@gmail.com <mireillemasbanji46@gmail.com>, Courtney Sanchez <courtney.sanchez@berkeleycountysc.gov>
Subject: Re: 512 Purple Finch LLC v. Mireille Masbanjii

Ms. Matejka,

I am not the judge that heard this case or signed the Writ of Ejectment. However, because I am the Chief Magistrate and you specifically directed your email to me, I will respond in kind.

I am unsure as to who you spoke with at the Court of Appeals or the Circuit Court, but it is my understanding that S.C. Code Section 27-40-800 controls.

As you should be aware, S.C. Code Section 27-40-800 (f) provides as follows:

"(1) Upon appeal to the Supreme Court or to the court of appeals, it is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, **determined by order of the judge of the circuit court**, as it becomes due periodically after judgment was entered. The judge of the court having jurisdiction shall order stay of execution upon the undertaking.

(2) The tenant's failure to comply with the terms of the undertaking entitles the landlord to execution of the judgment for possession in accordance with the provisions of subsection (e) of this section." [emphasis added].

On November 20, 2024, we received from the tenant a copy of a Notice of Appeal dated November 19, 2024, purportedly submitted to the South Carolina Court of Appeals.

We received the Form 4 signed by Judge McCoy on November 22, 2024, and state law requires us to wait ten (10) days prior to issuing the Writ of Ejectment. The first day that the certified copy of the Writ of Ejectment could have been provided to you was today, December 3, 2024.

As you are aware, the Magistrate Court staff contacted the Circuit Court to ascertain whether the Circuit Court was A) aware of the appeal; and B) whether the tenant signed an undertaking determined by order of the judge of the circuit court as required by the above-referenced statute.

As the statute clearly indicates, the tenant's **FAILURE TO COMPLY WITH THE TERMS OF THE UNDERTAKING** entitles the landlord to execution of the judgment for possession. I cannot foresee any circumstances by which the tenant can fail to comply with the undertaking without the Circuit Court having determined the amount of rent. Due process requires a hearing to determine the amount of rent if the appeal was properly perfected.

As such, until it is confirmed by the Circuit Court whether the Court determined the amount of rent as required by the statute, I don't see how the Magistrate Court can allow the execution of the judgment. This Court is doing all possible to grant all parties in this matter due process and uphold the law, particularly the laws as set forth in the aforementioned statute.

If the Circuit Court determines that the appeal was improperly perfected, and it is not required to or declines to determine the amount of rent, the Magistrate Court will provide the certified Writ of Ejectment and allow the execution of its original judgment.

Sincerely,

Rad S. Deaton

From: Courtney Sanchez <courtney.sanchez@berkeleycountysc.gov>
Sent: Tuesday, December 3, 2024 4:46 PM
To: Rad Deaton <rad.deaton@berkeleycountysc.gov>
Cc: mireillemasbanji46@gmail.com <mireillemasbanji46@gmail.com>; Valita Goodman <valita.goodman@berkeleycountysc.gov>; Nataliya Matejka <nataliya@matejkalaw.com>; Jackie Williamson <jackie.williamson@berkeleycountysc.gov>; McCoy, Jennifer B. Law Clerk (Madeline Fletcher) <jmccoyle@sccourts.org>
Subject: RE: 512 Purple Finch LLC v. Mireille Masbanjii

Judge Deaton,

I am forwarding the below email to you.

Thank you,



Courtney L. Sanchez
Magistrate Court: Administrative Supervisor
T: 843-471-2453
courtney.sanchez@berkeleycountysc.gov
www.berkeleycountysc.gov
303 B. North Goose Creek Blvd.
Goose Creek, SC 29445

From: Nataliya Matejka <nataliya@matejkalaw.com>
Sent: Tuesday, December 3, 2024 4:26 PM
To: Courtney Sanchez <courtney.sanchez@berkeleycountysc.gov>; McCoy, Jennifer B. Law Clerk (Madeline Fletcher) <jmccoyle@sccourts.org>; Jackie Williamson <jackie.williamson@berkeleycountysc.gov>
Cc: mireillemasbanji46@gmail.com; Valita Goodman <valita.goodman@berkeleycountysc.gov>
Subject: Re: 512 Purple Finch LLC v. Mireille Masbanjii

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are

confident it is from a trusted source. ***

Dear Honorable Judge Deaton,

I have now spoken with both Court of Appeals and Circuit Court. This case has been dismissed and the Magistrate Court is required by law to grant the writ and move forward with the put out. Refusal to issue the certified writ is a blatant disregard for the law by the Magistrate Court which is gravely prejudicial to my client. The Magistrate Court's unlawful refusal to issue the certified writ required to proceed with the put out in this case is a blatant violation of the South Carolina Landlord-Tenant Act, which mandates that the Magistrate Court grant the writ under these circumstances.

As confirmed by both the Court of Appeals and the Circuit Court, jurisdiction over this matter lies exclusively with the Magistrate Court. The appeal has been dismissed, and there is no stay on this case. Consequently, the Magistrate Court has no legal basis to withhold the writ and is actively denying my client their statutory right to possession of their property.

The continued refusal to issue the certified writ represents not only a failure to uphold the law but also gravely prejudices my client, who has complied with every legal requirement to reclaim their property. This unlawful inaction undermines the integrity of the judicial process and exposes the Court to potential further legal action.

I demand that the certified writ be issued immediately, as required by law, so my client may exercise their legal rights without further undue delay. Please confirm compliance and issuance of the certified writ.

Kind Regards,

Nataliya Matejka, Esq.,

Managing Attorney

Matejka Law, LLC

810 Travelers Blvd Ste C2

Summerville SC 29485

PH: 843.300.8147

FX:843-285-5454

nataliya@matejkalaw.com

www.matejkalaw.com

Schedule a [consultation](#) today!

From: Courtney Sanchez <courtney.sanchez@berkeleycountysc.gov>

Date: Tuesday, December 3, 2024 at 3:25 PM

To: McCoy, Jennifer B. Law Clerk (Madeline Fletcher) <jmccoyle@sccourts.org>, Jackie Williamson <jackie.williamson@berkeleycountysc.gov>

Cc: mireillemasbanji46@gmail.com <mireillemasbanji46@gmail.com>, Nataliya Matejka <nataliya@matejkalaw.com>, Valita Goodman <valita.goodman@berkeleycountysc.gov>

Subject: 512 Purple Finch LLC v. Mireille Masbanjii

Good afternoon,

I hope that you are doing well. The judge here wanted me to reach out to you regarding the attached Notice of Appeal filed on 11-19-2024 in the Court of Appeals from Mireille Masbanjii. Pursuant to section 27-40-800(f)(1) a circuit court judge is to determine the undertaking amount that the defendant is to pay to the landlord pending the appeal to stay the execution of the judgment. Was the undertaking amount set and signed by the defendant or, is the hearing for it to be set during already scheduled?

The landlord requested the certified copy of the Writ of Ejectment from us to remove the tenant/appellant from the property however, we were waiting for the copy of the undertaking. Per the judge here, if we have not received the signed undertaking within 10 days we will have to issue the Writ of Ejectment to the plaintiff.

Thank you,



Courtney L. Sanchez
Magistrate Court: Administrative Supervisor
T: 843-471-2453
courtney.sanchez@berkeleycountysc.gov
www.berkeleycountysc.gov
303 B. North Goose Creek Blvd.
Goose Creek, SC 29445

--CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

--CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

--CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

--CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

--CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.