

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

JANET L. FRISCO)

Plaintiff(s))

vs.)

FUTERAL AND NELSON, LLC)

Defendant(s))

Submitted By: Janet L. Frisco

Address: 203 Cardinal Drive, Summerville, SC 29485

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2024 -CP - 10 - 4891

RECEIVED

Feb 04 2025

SC Bar #: _____

Telephone #: (843) 804-0875

Fax #: _____

Other: _____

E-mail: janetfrisco@yahoo.com

SC Court of Appeals

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver/Warranty (160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20 -NI- -, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Assault/Battery (370), Slander/Libel (380), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Incapacitated Adult Settlement (790), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Sexual Predator (510), Permanent Restraining Order (680), Interpleader (690), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Pre-Suit Discovery (670)

FILED 2024 SEP 30 AM 10:58 JULIE J. FRISCO CLERK OF COURT

Submitting Party Signature: Janet L. Frisco

Date: 9-30-24

333STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2024-CP-10-4891

JANET L. FRISCO

Plaintiff,

vs.

SUMMONS

FUTERAL AND NELSON, LLC,
Defendant.

(Jury Trial Demanded)

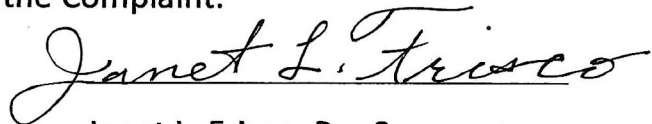
2024 SEP 30 AM 10:58
JULIE ARMSTRONG
CLERK OF COURT

FILED

TO: THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED TO ANSWER the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint on the Clerk of Court for Charleston County and upon the subscriber at her address; 203 Cardinal Drive, Summerville, South Carolina, 29485 within thirty (30) days after service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that if you fail to appear and Defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgement by default will be rendered against you for the relief demanded in the Complaint.



Janet L. Frisco, Pro Se
203 Cardinal Drive
Summerville, South Carolina 29464
Telephone (843) 804-0875
Email: janetfrisco@yahoo.com

Dated: 9-30-24

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2024-CP-10- 4891

JANET L. FRISCO

Plaintiff,

vs.

COMPLAINT

FUTERAL AND NELSON, LLC,
Defendant.

(Jury Trial Demanded)

FILED
2024 SEP 30 AM 10:38
JULIE W. HENNINGTON
CLERK OF COURT

Plaintiff would show unto this Honorable Court:

1. Plaintiff is a citizen and resident of the County of Dorchester, State of South Carolina.
2. Plaintiff is informed and believes Defendant, Stephan V. Futeral, is a citizen and has an office in County of Charleston, State of South Carolina.
3. Defendant is registered with the South Carolina Bar and practices law in the County of Charleston, State of South Carolina SC Bar ID 66427.
4. Defendant filed a complaint on behalf of Pet Helpers, Inc. on June 9, 2021 alleging Libel and Slander on the part of the Plaintiff, Pet Helpers, Inc. v. Janet Frisco Case No. 2021-CP-10-2682.
5. Defendant made false statements on the complaint alleging that Plaintiff had violated a trespass notice requested by his clients, Pet Helpers, Inc., and threatened their employees on other occasions.
6. Defendant abused civil process by implementing the lawsuit in order to conceal the crime of fraud perpetrated by Pet Helpers, Inc. in staging an adoption of Plaintiff's surrendered dog, Toby, aka Slim Jim, in order to collect donations and a subsidy from the Bissell Foundation who was sponsoring a low-cost adoption event.
7. Defendant fraudulently collected sanctions and falsely imprisoned Plaintiff by filing a Motion to Show Cause in order to force Plaintiff to pay the sanctions and cause injury to the Plaintiff.
8. Defendant refused to answer Plaintiff's requests to admit and interrogatories, but requested and was granted sanctions when the Plaintiff could not complete his burdensome interrogatories and production.

9. Defendant filed a motion for a Partial Summary Judgement on June 16, 2021 one week after filing the complaint and before discovery requests were completed by either party.
10. Evidence indicates that Defendant manufactured evidence in the form of an adoption contract of an alleged adopter which he submitted to the Court during a hearing on April 22, 2022 without verification after previously sending photographs of an alleged third-party adopter to Plaintiff in order to discredit Plaintiff's claim the adoption had been staged using an employee of Pet Helpers, Blaine John.
11. Pet Helpers sent Plaintiff an adoption application on May 6th which I submitted the evening of May 7, 2021, but when I called to follow up on it they said he had been adopted the morning of May 7th, but the redacted adoption contract sent to me by Mr. Futeral was dated May 8th so Pet Helpers lied to me about the date of the alleged adoption.
12. Melissa Susko, executive director of Pet Helpers, Inc., used two of her employees in an attempt to entrap the Plaintiff as I was legally protesting in front of their business. The police report and tax map verify that I didn't violate the no trespass notice, but Mr. Futeral included the accusation on his complaint.
13. According to a former employee, Susko had told her she had received training to euthanize which caused the Plaintiff to mistakenly conclude Toby had been killed after the staged adoption.

CONCLUSION

Stephan V. Futeral, along with his associates at Futeral and Nelson, LLC, commenced the action against the Plaintiff and pursued it to a legal termination in his client's favor, the action was brought about without probable cause and initiated with malice. (See Babb v. Superior Court, Grant v. Moore and Albertson v. Raboff). The same torts may lead to different torts of process as in Franco v. Mudford. In some jurisdictions the term "malicious use of process" denotes the wrongful initiation of civil proceedings."

Mr. Futeral abused civil process because he implemented the lawsuit

against the Plaintiff for:

(1) an ulterior purpose, that being to conceal the criminal fraud of his clients who had staged an adoption of Toby in order to collect donations and subsidies claiming he had been adopted. All indications and evidence point to the fact that the adoption was actually staged by the third-party defendant in that case, Melissa Susko, and at least one of her employees, Blaine John, who posed as the adopter in the "Going Home" adoption photo Pet Helpers posted on their website on or about May 10, 2021.

(2) willfully conducted the litigation against the Plaintiff with full knowledge that the adoption was not legitimate, and for that same purpose, manufactured evidence in the form of an alleged adoption contract and presented it to the court at the hearing April 22, 2022.

Based on the aforementioned complaint, Plaintiff requests such damages as are permitted by law, actual, consequential, compensatory, punitive damages, and the costs of previous and current suit incurred because of the Defendant's legal malpractice that resulted in financial loss, emotional pain, false imprisonment and defamation of character deliberately caused by the illicit actions of Futeral and Nelson, LLC to be determined by a jury.

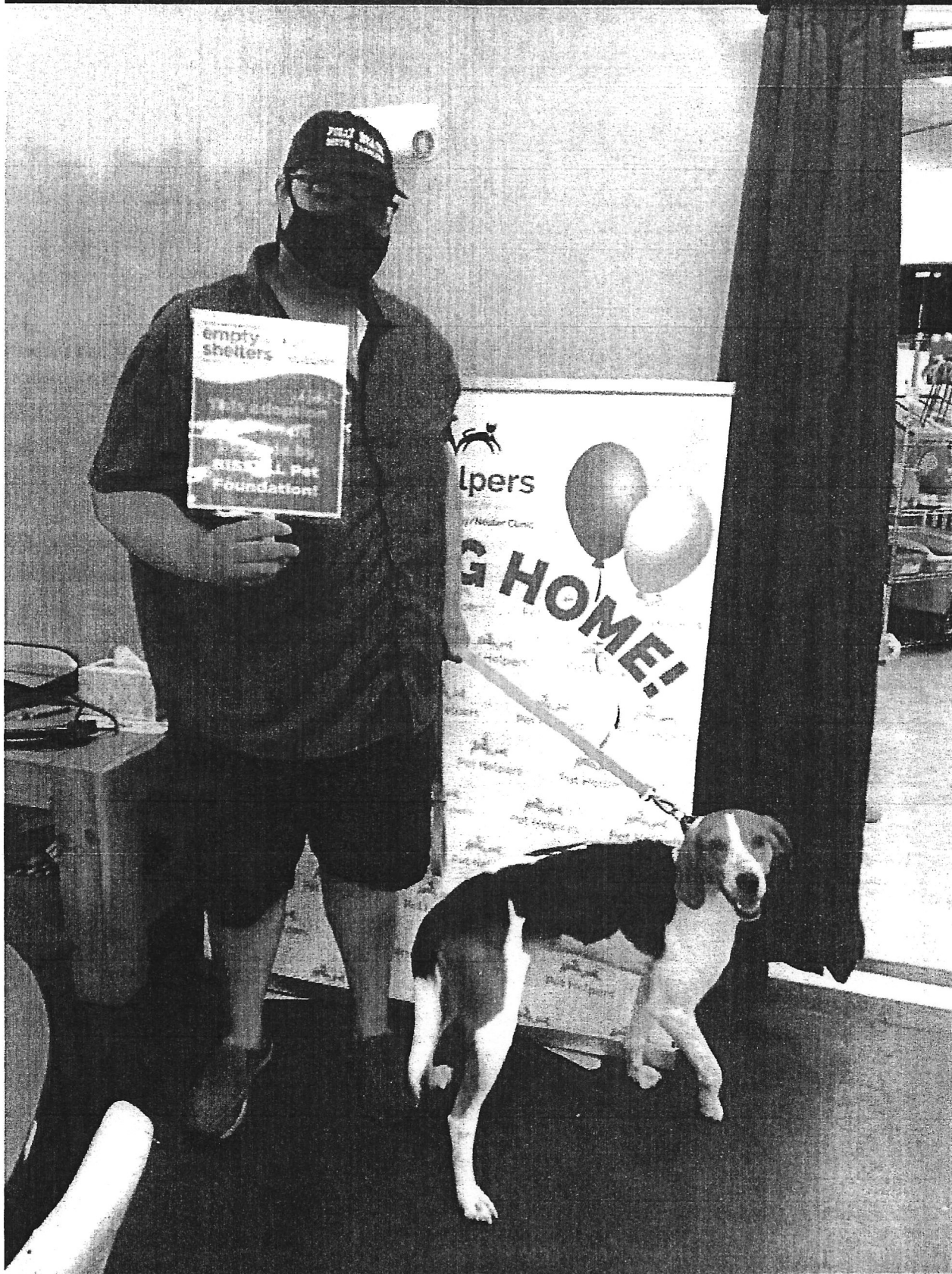


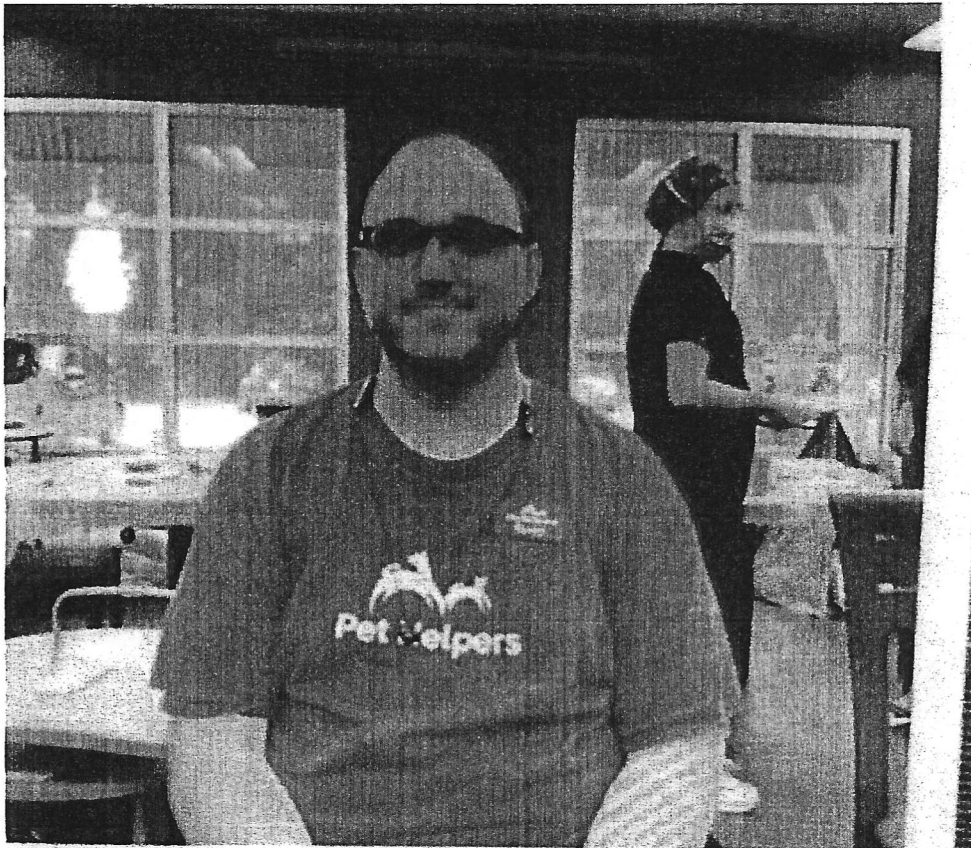
Janet L. Frisco, Pro Se
203 Cardinal Drive
Summerville, South Carolina 29464
Telephone (843) 804-0875
Email: janetfrisco@yahoo.com

Dated: 9-30-24



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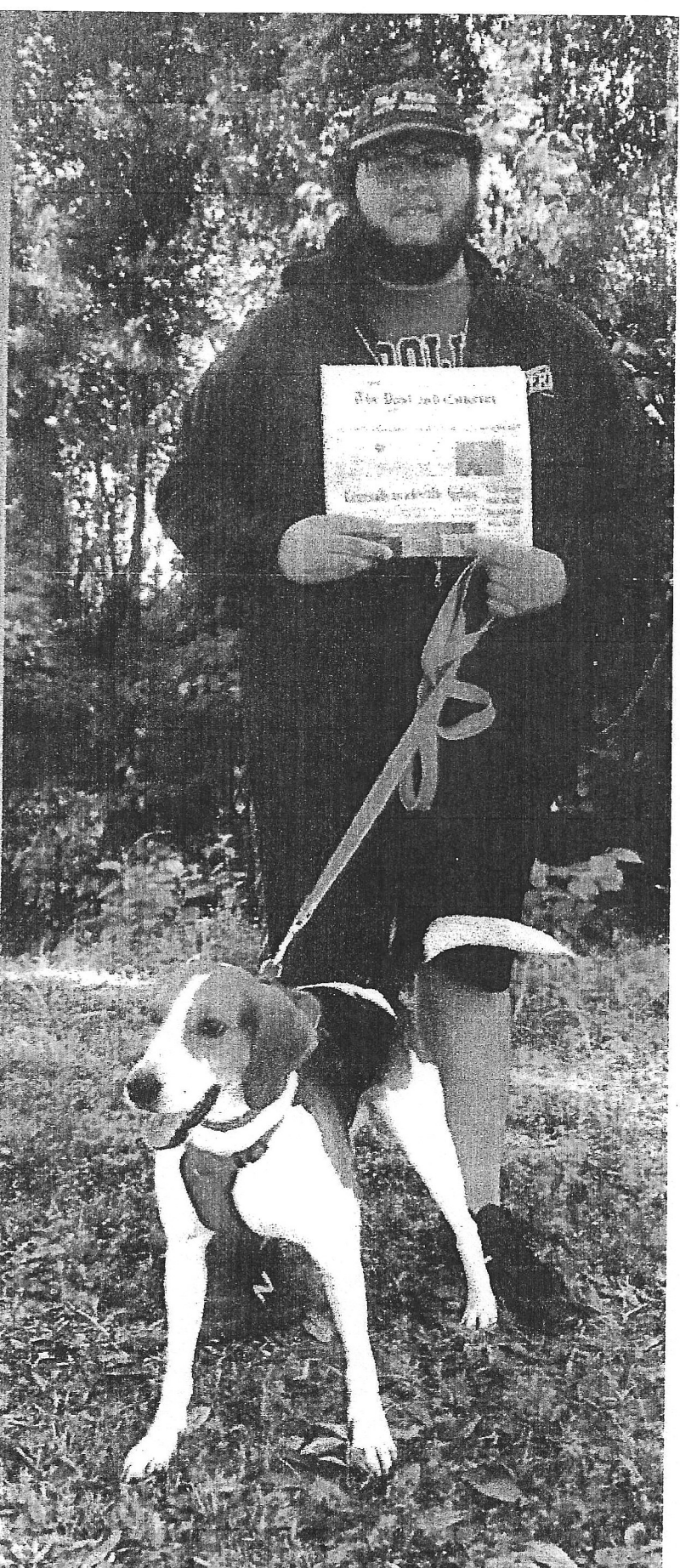


BLAINE JOHN

Animal Care Technician



Blaine John
Oct. 24, 2021



Owner
Oct. 23, 2021



Pet Helpers Adoption Shelter and Spay/Neuter Clinic
May 19 at 4:21 PM

Here's the Happy Ending Update you've all been waiting for on recently-adopted staff favorite, Slim Jim 🐶 We are thrilled to share that Slim Jim found the loving and attentive home he deserves. His new owner works from home, so Dad is always there to make sure Slim is getting all the care he needs. As an only dog, Slim Jim is the star of the show. Each day, they go on a long walk, so Slim can follow scents and explore his new neighborhood. 🌳

His adopter just can't get over how "majestic" Slim looks when the sunlight hits his shimmering coat. When these two best friends aren't working or going on mini-adventures, they like to cuddle up on the couch to watch all their favorite TV shows. Congratulations to Slim Jim and his new Dad! We know you two are going to have the best life together 🐾🐾

Share your Happy Ending Updates pictures and stories with us in our DMs! Happy endings at Pet Helpers are just new beginnings for pets and their owners 🐾🐾

Make the next happy ending at pethelpers.org today 🐾



Donate

Liked

Message



DeDe Tyler and 154 others

Like

Share

6 Shares

Pet Helpers Adoption Shelter and Spay/Neuter Clinic limited



Pet Helpers

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

Person ID: [Redacted]

Jim

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, Jim (hereinafter Adopter), acknowledge receiving from Pet Helpers Adoption Center and Spay/Neuter Clinic (hereinafter Pet Helpers), custody of Slim Jim (microchip #: 982 091063428429), 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.

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.

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

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

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 <i>[REDACTED]</i>		Age <i>67</i>	Race <i>W</i>	Sex <i>F</i>	Eth <i>N</i>	Hgt <i>502</i>	Wgt <i>140</i>	Hair <i>BLN</i>	Eye <i>BRO</i>	Skin <i>FAR</i>	Driver's License / State. <i>[REDACTED]</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							

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.....

