

**BRIEF OF APPELLANT
THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

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SC Court of Appeals

**APPEAL FROM RICHLAND COUNTY
Court of Common Pleas**

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SC Court of Appeals

Daniel Coble, Circuit Court Judge

**Appellant Case No. 2024-001242
Case No. 2023-CP-400-4408**

RECORD ON APPEAL

Kamarah Reynolds-Hall

Appellant,

v.

**Jammie Robinson, John Dixon,
Dominic Hill, Joseph Hunter, Anthony
(AJ) Lawson, Javon Benson, Jahmar
Brown, Cincere Scott, Jasmine
Alexander-Coleman, Holder
Properties, University of South
Carolina, Defendants,**

**Holder Properties
University of South Carolina**

Respondents.

[INITIAL] BRIEF OF APPELLANT

**Kamarah Reynolds-Hall
5 Alatera Court
Columbia, South Carolina
PRO SE
803-237-6057**

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Fact 2. The handling of the certified mail addressed to respondent only. The respondent had the summons and complaint in their possession for a total of 254 days;

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TABLE OF AUTHORITIES*

CASES

Courts typically favor allowing cases to proceed on their merits, so they may give plaintiffs an opportunity to correct any deficiencies in service before dismissing a case.

Brown v. Inv. Mgmt. & Research, Inc., 323 S.C. 395, 400 n. 3, 475 S.E.2d 754, 756 n. 3 (1996).

1. [U]nder our current pleading rules only ultimate facts are required to be stated in pleadings. Ultimate facts are those which the evidence upon trial will prove, and not the evidence which will be required to prove those facts.

Burnette v. New York Cent. R. Co. 380 U.S 424, 428 (1965)

A courts equitable power is not bound by cast-iron rules but exist to do fairness and may be applied where it is justifiable under all the circumstances.

Calloway v. Brownlee, 366 F.Supp.2d 43, 55 (D.D.C.2005) (Walton, J.)

(observing that "[t]his Court gives *pro se* parties the benefit of the doubt and may ignore some technical shortcomings of their filings" (citing *Haines*, 404 U.S. at 520, 92 S.Ct. 594);

Hilka v. Jones, 217 F.R.D. 16, 20 (D.D.C.2003)

- a. (holding that "the plaintiff carries the burden of establishing that he has properly affected service") (citing *Light*, 816 F.2d at 751).
- b. to do so, he must demonstrate that the procedure employed satisfied the requirements of the relevant portions of Rule 4 and any other applicable provision of law.

Judy v. Judy, 383 S.C. 1, 6, 677 S.E.2d 213, 216 (Ct. App. 2009).

An action in tort for damages is an action at law."

Moore v. Agency for Int'l Dev., 994 F.2d 874, 876 (D. C. Cir. 1993).

1. However, "[p]ro se litigants are allowed more latitude than litigants represented by counsel to correct defects in service of process and pleadings
2. Although "[d]istrict courts do not need to provide detailed guidance to pro se litigants," they should at least "supply [*pro se* plaintiffs] minimal notice of the consequences of not complying with procedural rules." *Id.*

Pelzer, 378 S.C. at 521.

- a. Plaintiff would certainly be prejudiced by harsh penalty of dismissal at this stage. As can be seen by the prompt action in the beginning. Plaintiff did not sit on its rights but diligently attempted in good faith to enforce them. *See*

Roche v. Young Bros. of Florence, 318 SC 207,210-12, 456 SE2d. 897, 899-901 (1995)

A failure to forward a summons and complaint after receiving it does not constitute inadvertence or excusable neglect sufficient to put aside a default judgment.

Sundown Operating Co. The first task of a litigant who seeks for his default to be set aside is to provide a sufficient explanation for why he did not timely plead and must also provide reasons why letting him out of default would serve the interests of justice.

STATUTES

S. C. Rules of Civil Procedure Rule 3-Commencement of Action.....23

- a. **Commencement of civil action.** A civil action is commenced when the summons and complaint are filed with the clerk of court.
- b. The summons and complaint was served within the time frame of the statute of limitations in manner prescribed by law.

SC Rules of Civil Procedure Rule 4 (a)(b)(d)(8)(g).....5, 7, 19, 23

- (a) **Summons: Issuance.** The summons shall be issued by plaintiff or plaintiff's attorney. Copies of the original summons shall be served ...

S. C. Rules of Civil Procedure Rule 12(b)(5).....7, 9, 19, 47

- A motion under Rule 12(b)(5), SCRCPP, requests the court to dismiss an action based upon insufficiency of service of process.

S. C. Rules of Civil Procedure Rule 12(d)(8) Certified Mail.....Exhibit 2

S. C. Rules of Civil Procedure Rule 55 (a) DEFAULT JUDGEMENT9, 21, 30, 47

- South Carolina Rule 55(a) of Civil Procedure governs the entry of default judgments when a defendant fails to answer a complaint or defend in court.

18 U.S.C.A Code § 1701 - Obstruction of the mail.....7, 10, 11, 27

Whoever knowingly and willfully obstructs or retards the passage of the mail, or any carrier or conveyance carrying the mail, shall be fined under this title or imprisoned not more than six months, or both.

18 U.S.C.A Code § 1702 - Obstruction of correspondence.....7, 10, 11, 28

a federal law that makes it illegal to obstruct the delivery of mail or to open, destroy, or steal mail that isn't addressed to you. This is known as "obstruction of correspondence

**18 U.S.C.A Code § 1703(b) (opening, destroying, or detaining mail without authority).... 7
10, 11, 28**

Whoever, without authority, opens, or destroys any mail or package of newspapers not directed to him, shall be fined under this title or imprisoned not more than one year, or both.

S. C. Code 16-3-210 Assault and Battery by Mob.....7, 14

S. C. Code 16-3-600 (D) Assault and Battery.....7, 14

S. C. Code 27-3-30 Duty of Care.....7, 16

1. The property owner breached the duty of care, *and* caused your injuries.

S. C. Code 27-3-60 (a) Certain Liability not limited7,16

ABA Rule 4.1: Truthfulness in Statements to Others.....7, 46

In the course of representing a client a lawyer shall not knowingly:

- (a) make a false statement of material fact

ABA Rule 8.4: Misconduct-Maintaining the Integrity of The Profession.....7

It is professional misconduct for a lawyer to:

(c) engage in conduct involving dishonesty, deceit or misrepresentation.

(SCACR) Rule 613 of the Supreme Court.....8, 12, 37, 40

The Supreme Court may promulgate an order setting forth permissible methods of electronic service in the trial courts, including by e-mail.

E-Mail Service by and On Self-Represented Litigants. A self-represented litigant who is not a lawyer admitted to practice in this state may consent in writing to be served by e-mail and designate a correct e-mail address for service.

USPS POSTAL SERVICE 602.....8, 14, 23, 25

The piece must have the address of the intended recipient, visible and legible, only on the side of the piece bearing postage.

The addressee-Intended recipient was the RESPONDENT.

Address-Physical Address. The delivery address specifies the location to which the USPS is to deliver a mail piece.

STATEMENT OF ISSUES ON APPEAL

1. THE APPELLANT FOLLOWED SOUTH CAROLINA RULES OF CIVIL PROCEDURES

2. INSUFFICIENT SERVICE OF PROCESS (RULE 12(b)(5)): The appellant states that service was affected between September 25, 2023 to October 2, 2023. The appellant states that the claim of insufficient service of process was interrupted by CMM Realty and Respondent. The respondent had the summons and complaint in their possession for a total of 261 days.

Brittany McJunkin signed for the certified mail that contained the summons and complaint. The term inadvertently is used when you have defaulted because of not answering the complaint. SC Rule of Civil Procedure Rule 55 (a)(b)(c)

Nikole Martin - CMM Realty Property Manager obstructed correspondence when she opened the certified mail that contained the summons and complaint. CMM Realty and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

Brittany Blantz- The respondent authorized agent to sign for legal documents for Columbia, South Carolina Operations who received the opened certified mail that contained the summons and complaint from Nikole Martin and forwards it to Adam Sonenshine.

Service was effected between September 25, 2023 thru September 29, 2023. The Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

The respondent had the summons and complaint in their possession for a total of 261 days of 365 days in a year.

1. September 29, 2023. Nikole Martin last day at CMM Realty.
 2. October 2, 2023. Nikole Martin employment start date for the respondent.
 3. October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz shared the same office as property managers.
 4. October 18, 2023. The respondent filed a motion to dismiss for insufficient service of process
3. PROPER SERVICE INTERRUPTED. The appellant states that Proper Service was interrupted by the Respondent and CMM Realty when Nikole Martin opened the certified mail that contained the summons and complaint that was addressed to her new employer the respondent.

18 U.S. Code § 1701 - Obstruction of the mail

18 U.S. Code § 1702 - Obstruction of correspondence

18 U.S.C. § 1703(b) (opening, destroying, or detaining mail without authority)

4. During the hearing the respondent says appellant argued that "someone" signed for the Summons and Complaint, but did not present any evidence? Or the person had any authority from respondent

1. Brittany McJunkin inadvertently signed for the certified mail un-opened that contained the summons and complaint.

2. CMM Realty Nikole Martin and the respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office

3. The respondent had the summons and complaint in their possession for a total of 261 days of 365 days in a year.

5. Obstruction of the Mail, Obstruction of Correspondence and Delaying Mail is a federal offence.

18 U.S. Code § 1701 - Obstruction of the mail

18 U.S. Code § 1702 - Obstruction of correspondence

18 U.S.C. § 1703(b) (opening, destroying, or detaining mail without authority)

6. THERE ARE FOUR (4) CLAIMS BY THE RESPONDENT THAT PROVE THEY HAD THE SUMMONS AND COMPLAINT.

Claim 1. How they were served?

Claim 2. The respondent claims there is no proof they have been served

a. CMM Realty and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

b. The respondent had the summons and complaint in their possession for a total of 261 days of 365 days in a year.

Claim 3. The respondent claimed there was no registered agent authorized to sign for the certified mail that contained the summons and complaint at CMM Realty.

Claim 4. The respondent claim suggested that the wrong property management company was served.

7. **THERE WAS NO WRITTEN AGREEMENT BETWEEN THE APPELLANT AND RESPONDENT TO BE SERVED BY EMAIL**

(SCACR) Rule 613 of the Supreme Court may promulgate an order setting forth permissible methods of electronic service in the trial courts, including by e-mail.

A self-represented litigant who is not a lawyer admitted to practice in this state may consent in writing to be served by e-mail and designate a correct e-mail address for service.

8. **WHO WAS THE REGISTERED AGENT FOR RESPONDANT COLUMBIA SOUTH CAROLINA OPERATIONS**

Brittany Blantz employee for respondent and Nikole Martin new employee shared the same office for respondent Columbia Operations as Property Manager. The respondent had the summons and complaint in their possession for a total of 261 days of 365 days in a year.

September 25, 2023 thru September 29, 2023. Service was effected.

September 29, 2023. Nikole Martin last day at CMM Realty.

October 2, 2023. Nikole Martin employment start date for the respondent.

October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz shared the same office for respondent as property managers.

9. THE STATUTE OF LIMITATION WAS NOT EXPIRED WHEN THE ORDER DECISION CAME DOWN. TWENTY-FIVE DAYS STILL REMAINED TO SERVE THE RESPONDENT.

10. DID THE COURTS ERRED BY NOT ENTERING A DEFAULT JUDGEMENT AGAINST THE RESPONDENT.

South Carolina Rule of Civil Procedure 55(a) states when a party fails to respond to a complaint, the clerk of the court must enter a default against them.

STATEMENT OF CASE

DATE OF COMMENCEMENT OF LAWSUIT: AUGUST 22, 2023

HEARING: JULY 9, 2024

CIRCUIT COURT DECISION: JULY 29, 2024

APPEAL OF CIRCUIT COURT RULING: YES

APPEALED TO APPELLATE COURT: JULY 24, 2024. The appellant states there were 25 days remaining to re-serve the respondent after the judgement.

STATUTE OF LIMITATION: AUGUST 23, 2024

THE NATURE OF THE ACTION OF MATTER

Assault and Battery by Mob S.C 16-3-210

Assault and Battery S.C 16-3-600 (D)

Premise Liability

THE ACTION OF THE COURT:

1. Dismissed for Insufficient Service of Process.

THE NATURE OF THE DEFENSE

Failure to make proof of service does not affect the validity of the service.

USPS 602

The respondent had the summons and complaint for a total of 261 days of 365 days in a year.

18 U.S.C.A Code § 1701 - Obstruction of the mail

18 U.S.C.A Code § 1702 - Obstruction of correspondence

18 U.S.C.A Code § 1703(b) (opening, destroying, or detaining mail without authority)

JURY TRIAL REQUESTED: YES

AMOUNT REQUESTED: \$300,000

SYNOPSIS

On August 23, 2020, Appellant suffered a unlawful beating after being lured by two (2) 2020 Respondent Basketball Players to be attacked by six (6) 2020 respondent Football Players at 650 Lincoln Athletic Apartments located on the campus of the respondent. Respondent is the owner of 650 Lincoln Athletic Apartments located on the campus of the respondent. The Respondent is liable for the duty of care of all students including the appellant. SC § 27-3-30. Duty of Care. Legal responsibility due to injuries caused by unsafe conditions. SC § 27-3-60 (a) Certain Liability not limited.

The appellant has always wanted to attend the respondent university as early as grade school. Due to unforeseen circumstances this opportunity was taken away because he was a victim of an aggravated assault and assault by mob by 2020 athletes of the respondent Basketball and Football programs.

In January 2020, The appellant received an football offer to play for the Respondent football team in the up-coming season.

In April 2020, The appellant was accepted in the class of 2020 based on his academic success in high school. The appellant student identification number was N52421561. The appellant received a walk-on position to play Football for the respondent in January 2020.

On August 23, 2020, the appellant was assaulted by a mob of six (6) 2020 Football Players and lured by 2020 Basketball players on August 23, 2020. The appellant suffered a beating after being lured by two (2) 2020 Respondent Basketball Players Anthony (AJ) Randolph Lawson and Javon Benson to be attacked at 650 Lincoln Athletic Apartments located on the campus of the respondent. The 2020 Respondent Football Players that attacked the appellant were Jammie

Robinson, John Dixon, Dominic Hill. Joseph Hunter, Jahmar Brown and Rashad Amos who confirmed in his statement it was the 2020 Basketball players that called them.

The appellant family had to take matters into their own hands to investigate what occurred at the respondent property 650 Lincoln Athletic Dorms on August 23, 2020. The investigations were designed to be swept under the rug to avoid responsibility, negative publicity and to protect their brand.

In October 2021, the appellant family had video evidence of the aggravated assault and the assault by mob. The appellant next went to the USCPD to have the case re-opened. The appellant emailed the Fifth Circuit Solicitor the video evidence. EXHIBIT

Part 1-Shows the Premeditated Actions https://youtu.be/w_eEsABZ9MY

Part 2-USC Coverup of Assault by Mob Aug 23, 2020 <https://youtu.be/BYHYkoe8XCw>

Part 3-Jammie Robinson lies to USC PD-University of South Carolina-Cover Up of Assault by Mob <https://youtu.be/sre9YeMeVHM>

Part-5-John Dixon Interview <https://youtu.be/TL7aotENEDw>

http://youtu.be/fQ5DSH5T_mA

LEGAL STANDARD OF REVIEW

Plaintiff would certainly be prejudiced by harsh penalty of dismissal at this stage. As can be seen by the prompt action in the beginning. Plaintiff did not sit on its rights but diligently attempted in good faith to enforce them. **Pelzer, 378 S.C. at 521.**

A courts equitable power is not bound by cast-iron rules but exist to do fairness and may be applied where it is justifiable under all the circumstances. **Burnette v, New York Cent. R. Co. 380 U.S 424, 428 (1965)**

Motions to Dismiss under Rule 12(b)(5) [T]he party on whose behalf service is made has the burden of establishing its validity when challenged; to do so, he must demonstrate that the procedure employed satisfied the requirements of the relevant portions of Rule 4 and any other applicable provision of law." **Id. (internal quotation marks and citation omitted); see also Hilska v. Jones, 217 F.R.D. 16, 20 (D.D.C.2003)**

(holding that "the plaintiff carries the burden of establishing that he has properly affected service") **(citing Light, 816 F.2d at 751)**

Notwithstanding the fact that the plaintiffs' complaint is substantially identical to those filed in numerous other *pro se* cases recently decided by other members of this Court or currently pending in the Court, *see supra* n. 3, the plaintiffs here are proceeding *pro se*, and their complaint must therefore be held to "less stringent standards than formal pleadings drafted by

lawyers." **Haines v. Kerner**, 404 U.S. 519, 520, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); see also **Sparrow v. United Air Lines, Inc.**, 216 F.3d 1111, 1113 n. 2 (D.C.Cir. 2000).

(observing that "[t]his Court gives *pro se* parties the benefit of the doubt and may ignore some technical shortcomings of their filings" (citing **Haines**, 404 U.S. at 520, 92 S.Ct. 594); **Calloway v. Brownlee**, 366 F.Supp.2d 43, 55 (D.D.C.2005) (Walton, J.)

However, "[p]ro se litigants are allowed more latitude than litigants represented by counsel to correct defects in service of process and pleadings," **Moore v. Agency for Int'l Dev.**, 994 F.2d 874, 876 (D.C.Cir. 1993).

[U]nder our current pleading rules only ultimate facts are required to be stated in pleadings. Ultimate facts are those which the evidence upon trial will prove, and not the evidence which will be required to prove those facts." **Brown v. Inv. Mgmt. & Research, Inc.**, 323 S.C. 395, 400 n. 3, 475 S.E.2d 754, 756 n. 3 (1996).

FACTS

Fact 1. Insufficient Service of Process Interrupted by Respondent

Proper Service was interrupted by the respondent and CMM Realty. CMM Realty and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

The respondent had the summons and complaint in their possession for a total of 261 days.

Fact 2. The handling of the certified mail addressed to Holder Properties only and not CMM Realty.

Brittany McJunkin signed for the certified mail that contained the summons and complaint.

The term inadvertently is used when you have defaulted because of not answering the complaint. SC Rule of Civil Procedure Rule 55 (a)(b)(c).

Nikole Martin - CMM Realty Property Manager obstructed correspondence when she opened the certified mail that contained the summons and complaint. The respondent and CMM Realty had a duty by law to return the certified mail that contained the summons and complaint to the post office.

Brittany Blantz- The respondent authorized agent to sign for legal documents for Columbia, South Carolina Operations received the opened certified mail that contained the summons and complaint from Nikole Martin. The respondent had the summons and complaint in their possession for a total of 261 days of 365 days in a year.

Adam Sonenshine is the General Counsel that received the summons and complaint from

Brittany Blantz. The respondent had the summons and complaint in their possession for a total of 261 days of 365 days in a year.

Proper Service was interrupted by the Respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office.

The respondent had the summons and complaint for a total of 261 days of 365 days in a year.

CMM Realty Nikole Martin (is the new hire for the respondent) opened the certified mail that contained the summons and complaint.

September 25, 2023. PS Form 3811 was mailed back to the sender as to having receipt of the summons and complaint.

September 25, 2023 thru September 29, 2023. Service was effected.

September 29, 2023. Nikole Martin last day at CMM Realty.

October 2, 2023. Nikole Martin Employment start date for respondent.

October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz shared the same office for respondent. Respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office.

The respondent had the summons and complaint for a total of 261 days of 365 days in a year.

October 18, 2023. The respondent filed a motion to dismiss for insufficient service of process.

ARGUMENT I. Did the Appellant follow the Rules of Civil Procedures

STANDARD OF REVIEW

South Carolina Rules of Civil Procedure

1. Rule 3
2. Rule 4 (a)(b)(d)(8)(g)

USPS POSTAL SERVICE 602

DISCUSSION-RULE 3-COMMENCEMENT OF ACTION

The appellant followed Rule 3 for Commencement of Action.

- c. **Commencement of civil action.** A civil action is commenced when the summons and complaint are filed with the clerk of court.
- d. The summons and complaint was served within the time frame of the statute of limitations in manner prescribed by law.

DISCUSSION-RULE 4-PROCESS

The appellant followed Rule 4 for Process.

- a. **Summons: Issuance.** The summons shall be issued by plaintiff or plaintiff's attorney. Copies of the original summons shall be served upon each defendant.

- (b) **Same: Form.** The summons shall be signed by the plaintiff or his attorney, contain the name of the State and county, the name of the court, the file number of the action, and

the names of the parties, be directed to the defendant, state the name and address of the plaintiff's attorney, if any, otherwise the plaintiff's address, and the time within which these rules require the defendant to appear and defend, and shall notify him that in case of his failure to do so judgment by default will be rendered against him for the relief demanded in the complaint.

Service is perfected five days after its deposit in the United States mail, as evidenced by the postmark,

1. **September 21, 2023**, all summons and complaints were mailed by certified mail.
2. **September 25, 2023**, the receipt was mailed back as for receipt on PS Form 3811
3. **September 25, 2023, through September 29, 2023. Service was effected.**
4. **October 18, 2023**, Respondent filed a motion to dismiss for insufficient service of process

(c) By Whom Served. NA

(d)(8) Service by Certified Mail. Service of a summons and complaint upon a defendant of any class by registered or certified mail, return receipt requested and delivery restricted to the addressee.

Service is effective. Service is effective upon the date of delivery as shown on the return receipt.

Service was effected September 25, 2023, through September 29, 2023.

September 25, 2023, The PS Form 3811 was mailed back as for receipt of the certified mail that contained the summons and complaint. A copy of the return receipt or returned envelope when received showing whether the mailing was accepted, refused, or otherwise returned.

(g) Proof and Return. The person serving the process shall make proof of service thereof promptly and deliver it to the officer or person who issued same,

Failure to make proof of service does not affect the validity of the service. The proof of service shall state the date, time and place of such service and, if known, the name and address of the person actually served at the address of such person, and if not known, then the date, time and place of service and a description of the person actually served.

DISCUSSION-USPS POSTAL SERVICE 602

The piece must have the address of the intended recipient, visible and legible, only on the side of the piece bearing postage.

The addressee-Intended recipient was the RESPONDENT.

Address-Physical Address. The delivery address specifies the location to which USPS is to deliver a mail piece.

DISCUSSION-PS FORM 3811

The PS Form 3811 is the green card the respondent stated the appellant father held up to prove that Obstruction of Correspondence had occurred. **Exhibit __1__**

The PS Form 3811 has 2 areas that will show who the addressee listed as the intended recipient for the certified mail that contained the summons and complaint.

Line 1 on the **PS Form 3811** is for Article Addressee.

1. The Certified Mail was addressed to Respondent as seen on **EXHIBIT_1__**
2. Line 1. The Article was addressed to Respondent listed on the Certified Mail to Holder Properties.
3. Line C. The Summons and Complaint was received and handled as other packages on September 25, 2023.
4. Line D. Is the delivery address different from Line 1. No box was selected CMM Realty Nikole Martin and the respondent should have returned the Certified mail addressed to the respondent to the post office.
5. Brittany McJunkin is an employee of CMM Realty that signed for the Certified Mail addressed to **respondent**.

Question 3. What does section D on PS Form 3811 ask?

1. Is delivery address different from line 1
 - a. **Yes**. Enter address below
 - b. Return item to the post office as wrong intended party

18 U.S. Code § 1702. There was Obstruction of correspondence by CMM Realty and the respondent. **Obstruction of Correspondence**-The Respondent and CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent. The respondent hired Nikole Martin on Oct 2, 2023) Obstructed the Correspondence and tampered with the certified mail that contained the summons and complaint when CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent.) The respondent hired Nikole Martin on Oct 2, 2023) opened the certified mail that contained the summons and complaint that was signed for September 25, 2023 as seen on the PS Form 3811. The respondent had the summons and complaint for a total of 261 days of 365 days in a year.

18 U.S.C. § 1703(b) opening, destroying, or detaining mail without authority is a federal crime. The mail was delayed by CMM Realty and the respondent. CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent.) The respondent hired Nikole Martin on Oct 2, 2023) and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office. The respondent had the summons and complaint for a total of 261 days of 365 days in a year.

ARGUMENT II. Did the Court erred in its ruling for INSUFFICIENT

SERVICE OF PROCESS

STANDARD OF REVIEW

The appellant would certainly be prejudiced by harsh penalty of dismissal at this stage. As can be seen by the prompt action in the beginning. Plaintiff did not sit on its rights but diligently attempted in good faith to enforce them. See *Pelzer*, 378 S.C. at 521.

(observing that "[t]his Court gives *pro se* parties the benefit of the doubt and may ignore some technical shortcomings of their filings" (citing *Haines*, 404 U.S. at 520, 92 S.Ct. 594);

Courts typically favor allowing cases to proceed on their merits, so they may give plaintiffs an opportunity to correct any deficiencies in service before dismissing a case.

A courts equitable power is not bound by cast-iron rules but exist to do fairness and may be applied where it is justifiable under all the circumstances. *Burnette v, New York Cent. R. Co.* 380 U.S 424, 428 (1965)

A failure to forward a summons and complaint after receiving it does not constitute inadvertence or excusable neglect sufficient to put aside a default judgment. *Roche v. Young Bros. of Florence*, 318 SC 207,210-12, 456 SE2d. 897, 899-901 (1995)

DISCUSSION-SERVICE EFFECTED

The appellant states that service was effected September 25, 2023, through September 29, 2023. The appellant states that the claim of insufficient service of process is not valid. **18 U.S.C. § 1703(b)** opening, destroying, or detaining mail without authority is a federal crime. The mail was delayed by CMM Realty and the respondent. CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent.) The respondent hired Nikole Martin on Oct 2, 2023) and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office. The respondent had the summons and complaint for a total of 261 days of 365 days in a year.

DISCUSSION

Brittany McJunkin signed for the certified mail that contained the summons and complaint. The term **inadvertently** is used when you have defaulted because of not answering the complaint. SC Rule of Civil Procedure Rule 55 (a)(b)(c)

Nikole Martin - CMM Realty Property Manager obstructed correspondence when she opened the certified mail that contained the summons and complaint. CMM Realty and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

Brittany Blantz- The respondent **authorized agent to sign for legal documents** for Columbia, South Carolina Operations who received the opened certified mail that contained the summons and complaint from **Nikole Martin** and forwards it to Adam Sonenshine.

1. September 25, 2023 thru September 29, 2023. Service was effected.
2. September 29, 2023. **Nikole Martin** last day at CMM Realty.

3. **October 2, 2023 Nikole Martin employment start date for the respondent.**
4. **October 2, 2023 to July 2024, Nikole Martin and Brittany Blantz shared the same office as property managers.**
5. **CMM Realty and the Respondent had (261 days) a duty by law to return the certified mail that contained the summons and complaint to the post office.**

DISCUSSION

A failure to forward a summons and complaint after receiving it does not constitute inadvertence or excusable neglect sufficient to put aside a default judgment. **Roche v. Young Bros. of Florence, 318 SC 207,210-12, 456 SE2d. 897, 899-901 (1995)**

The Appellant Complaint was filed on August 22, 2023. The respondent answer was due thirty days from the date of service according to SCRCP i2(a). The respondent had the summons and complaint in their possession for a total of 261 days:

DISCUSSION-PROPER SERVICE INTERRUPTED

Proper Service was interrupted by the respondent and CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent.) The respondent hired Nikole Martin on Oct 2, 2023) opened the certified mail that contained the summons and complaint. This is when the respondent makes the false statement claim that the wrong property management company was being served.

Obstruction of Correspondence-Respondent and CMM Realty Obstructed the Correspondence and tampered with the certified mail that contained the summons and complaint.

CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent.) The respondent hired Nikole Martin on Oct 2, 2023) opened the certified mail that contained the summons and complaint. The respondent had the summons and complaint in their possession for a total of 261 days of 365 days in a year.

September 25, 2023. PS Form 3811 was mailed back to the sender as to having receipt.

- 1. September 25, 2023 thru September 29, 2023.** Service was effected.
- 2. September 29, 2023.** Nikole Martin last day at CMM Realty.
- 3. October 2, 2023.** Nikole Martin employment start date for the respondent.
- 4. October 2, 2023, to July 2024.** Nikole Martin and Brittany Blantz shared the same office for the respondent. CMM Realty and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

ARGUMENT III. Obstruction of Mail, Obstruction of Correspondence and

Delay of Mail

DISCUSSION

The Proper Service was interrupted by the Respondent and CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent.)

The respondent hired Nikole Martin on Oct 2, 2023) had a duty to return the certified mail that contained the summons and complaint to the post office. The respondent had the summons and complaint in their possession for a total of 261 days of 365 days in a year.

Adam Sonenshine received the summons and complaint from Brittany Blantz. Brittany Blantz received the opened summons and complaint from CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent.) **The respondent hired Nikole Martin on Oct 2, 2023**). **Nikole Martin obstructed the correspondence when she opened the certified mail that contained the summons and complaint.**

1. September 25, 2023 thru September 29, 2023. Service was effected.
2. September 29, 2023. Nikole Martin last day at CMM Realty.
3. October 2, 2023. Nikole Martin employment start date for the respondent.
4. October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz shared the same office for respondent.

ARGUMENT IV. During the hearing the respondent says appellant argued that “someone” signed for the Summons and Complaint, but did not present any evidence? Or the person had any authority from respondent

The rules of civil procedure are designed to ensure that both parties go to trial knowing what all evidence exists, rather than being sandbagged by the opposing side by that which holds information and evidence.

Proper Service was interrupted by the Respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office. The respondent had the summons and complaint in their possession for **a total of 261 days.**

Obstruction of Correspondence-Respondent and CMM Realty obstructed the correspondence and tampered with the certified mail that contained the summons and complaint. The respondent had the summons and complaint in their possession for **a total of 261 days.**

CMM Realty Nikole Martin (new hire from Respondent) opened the certified mail that contained the summons and complaint.

1. **September 25, 2023 thru September 29, 2023. Service was effected.**
2. **September 29, 2023. Nikole Martin last day at CMM Realty.**
3. **October 2, 2023. Nikole Martin employment start date for the respondent.**
4. **October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz shared the same office for respondent.**

5. October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz shared the same office for respondent.
6. **October 18, 2023.** Respondent filed a motion to dismiss for insufficient service of process.

Brittany McJunkin inadvertently signed for the certified mail that contained the summons and complaint. **The respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office.**

CMM Realty Nikole Martin (new hire for the respondent) opened the certified mail that contained the summons and complaint. **The respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office.**

Brittany Blantz is authorized agent that signs for legal documents for Columbia, South Carolina Operations who received the opened certified mail that contained the summons and complaint from Nakole Martin. **The respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office.** The respondent had the summons and complaint in their possession for a total of 261 days.

Adam Sonenshine is the respondent general counsel that received the summons and complaint from Brittany Blantz. He has a direct professional connection with Nikole Martin (hired in **September 2023 with a start date for October 2, 2024**) previously worked for CMM Realty before starting work for the respondent. The respondent had the summons and complaint in their possession for a total of 261 days.

**ARGUMENT V. THERE WAS NO WRITTEN AGREEMENT TO SERVE
THE APPELLANT BY EMAIL**

STANDARD OF REVIEW

Purpose. Pursuant to Rule 613 of the South Carolina Appellate Courts Rules (SCACR), (d) E-Mail Service by and On Self-Represented Litigants. A self-represented litigant who is not a lawyer admitted to practice in this state may consent in writing to be served by e-mail and designate a correct e-mail address for service.

DISCUSSION-NO CONSENT TO BE SERVED BY EMAIL

Appellant states that the South Carolina Appellate Court Rule 613(d) states that a self-represented litigant who is not a lawyer admitted to practice in this state may consent in writing to be served by e-mail and designate a correct e-mail address for service.

The appellant states the affidavit by Adam Sonenshine should have been excluded because the respondent lawyer did not have written agreement to serve the appellant by email.

Affidavit/Affidavit of Adam Sonenshine Filing 07/08/2024-20:59

1. Hearing Date: July 9, 2024
2. The court should have excluded the affidavit that was noticed the next morning at such a late hour with the appellee having no time to prepared.

Griffin, Catharine G. Mon, Jul 8 at 9:05 PM

From: cgriffin@brblegal.com

To: travishall1970@yahoo.com

This is the email I have for Mr. Reynolds Hall.

I am hereby serving him by email with a copy of the Affidavit of Adam Sonenshine which I intend to use to support my motion to dismiss at the hearing tomorrow.

This affidavit was filed this evening.

Adam Sonenshine, the chief operating officer and general counsel for Respondent, averred that Holder Properties, Inc. he has never been served with the lawsuit.

CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent.) The respondent hired Nikole Martin on Oct 2, 2023) opened the certified mail that contained the summons and complaint.

3. **September 25, 2023.** PS Form 3811 was mailed back to the sender as to having receipt.
4. **September 25, 2023 thru September 29, 2023.** Service was effected.
5. **September 29, 2023.** Nikole Martin last day at CMM Realty.
6. **October 2, 2023.** Nikole Martin employment start date for the respondent.
7. **October 2, 2023, to July 2024.** Nikole Martin and Brittany Blantz shared the same office for the respondent.

**ARGUMENT VI. DID THE FOUR (4) CLAIMS PROVE RECEIPT OF THE
SUMMONS AND COMPLAINT**

The respondent claims are listed below that prove they did intentionally Obstruct Correspondence to prevent legal actions against them. Nikole Martin and Brittany Blantz shared the same office for the respondent. The Respondent and CMM Realty had a duty by law to return the certified mail that contained the summons and complaint to the post office.

Claim 1. How they were served?

CMM Realty employee Nikole Martin is the new hire that took the opened certified mail that contained the summons and complaint she opened to Brittany Blantz who now shares offices for respondent.

October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz shared the same office for respondent and had a duty by law to return the now opened certified mail that contained the summons and complaint to the post office.

Claim 2. The respondent claims there is no proof they have been served

- a. **Proper Service was interrupted** by the respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office.
- b. **CMM Realty Nikole Martin** (new hire for the respondent) opened the certified mail that contained the summons and complaint.
- c. Nikole Martin opened the certified mail containing the summons and complaint.
- d. **September 25, 2023.** PS Form 3811 was mailed back to the sender as to having receipt.

- e. **September 29, 2023.** Nikole Martin last day at CMM Realty.
- f. **October 2, 2023.** Employment start date for the respondent.
- g. October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz **shared the same office for respondent.**

Claim 3. Claimed there was no registered agent authorized to sign for the certified mail that contained the summons and complaint at CMM Realty.

- h. Obstruction of Correspondence-The respondent and CMM Realty Obstructed the Correspondence and tampered with the certified mail that contained the summons and complaint.
- i. CMM Realty Nikole Martin (new hire from Respondent) **opened the certified mail that contained the summons and complaint.**

September 29, 2023. Nikole Martin last day at CMM Realty.

October 2, 2023. Employment start date for respondent.

October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz **shared the same office for respondent.** The respondent had the summons and complaint in their possession for **a total of 261 days.**

Claim 4. The respondent deliberate misrepresentation of fact that the wrong property management company was served.

The intended recipient was the respondent only.

Proper Service was interrupted by the Respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office.

Obstruction of Correspondence-Respondent and CMM Realty Obstructed the Correspondence and tampered with the certified mail that contained the summons and complaint. The respondent had the summons and complaint in their possession for a total of 261 days.

CMM Realty Nikole Martin (new hire from Respondent) opened the certified mail that contained the summons and complaint.

8. September 25, 2023 thru September 29, 2023. Service was effected.

9. September 29, 2023. Nikole Martin last day at CMM Realty.

10. October 2, 2023. Employment start date for the respondent.

11. October 2, 2023 to July 2024. Nikole Martin and Brittany Blantz shared the same office for the respondent.

CMM Realty and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

**ARGUMENT VII. DID THE CIRCUIT COURT GIVE THE APPELLANT A
CHANCE TO RE-ISSUE THE SUMMONS AND COMPLAINT BASED ON
THE STATUTE OF LIMITATION**

Hearing date: July 9, 2024

Order Date: July 29, 2024

25 Days that remained to be served

Statute of limitation date: August 23, 2024

STANDARD OF REVIEW

However, "[p]ro se litigants are allowed more latitude than litigants represented by counsel to correct defects in service of process and pleadings," **Moore v. Agency for Int'l Dev., 994 F.2d 874, 876 (D.C.Cir. 1993)**.

A courts equitable power is not bound by cast-iron rules but exist to do fairness and may be applied where it is justifiable under all the circumstances. **Burnette v, New York Cent. R. Co. 380 U.S 424, 428 (1965)**

DISCUSSION

The appellant followed the SC Rules of Civil Procedure. The appellant was placed at a disadvantage with the handling of the certified mail that contained the summons and complaint intended for the respondent only. The appellant states he should have been allowed the opportunity to re-Serve the respondent because the statute of limitation would have allowed

enough time to re-serve the respondent. **Appellant states there were 25 days remaining to re-serve the respondent after the court ruling.**

Courts typically favor allowing cases to proceed on their merits, so they may give plaintiffs an opportunity to correct any deficiencies in service before dismissing a case. Yes, courts generally allow you to re-serve a defendant in a civil case if you were unable to properly serve them.

1. **Hearing date: July 9, 2024**
2. **Order Date: July 29, 2024**
3. **25 Days remained to be served after the order date.**
4. **Statute of limitation date: August 23, 2024**

Nikole Martin- CMM Realty Property Manager obstructed correspondence when she opened the certified mail that contained the summons and complaint. CMM Realty and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

Brittany Blantz is the authorized agent to sign for legal documents for Columbia, South Carolina Operations who received the opened certified mail that contained the summons and complaint from Nakole Martin forwards it to Adam Soneshine. The respondent had the summons and complaint in their possession for a total of 261 days.

Adam Sonenshine- Respondent General Counsel received the summons and complaint from Brittany Blantz. The respondent had the summons and complaint in their possession for a total of 261 days.

Proper Service was interrupted by the Respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office. The respondent had the summons and complaint in their possession for **a total of 261 days.**

Obstruction of Correspondence-Respondent and CMM Realty Obstructed the Correspondence and tampered with the certified mail that contained the summons and complaint when Nikole Martin opened the certified mail that contained the summons and complaint that was signed for September 25, 2023. CMM Realty had a duty to return the certified mail to the United States Postal Service to be returned to the sender which is the appellant.

ARGUMENT VIII. THE APPELLATE SHOULD HAVE BEEN ALLOWED A CHANCE TO RE-ISSUE THE SUMMONS AND COMPLAINT BASED ON THE REMAINING 25 DAYS BASED ON THE STATUTE OF LIMITATION.

STANDARD OF REVIEW

Courts typically favor allowing cases to proceed on their merits, so they may give plaintiffs an opportunity to correct any deficiencies in service before dismissing a case. Yes, courts generally allow you to re-serve a defendant in a civil case if you were unable to properly serve them.

DISCUSSION

The appellant followed the SC Rules of Civil Procedure. The appellant was placed at a disadvantage with the handling of the certified mail that contained the summons and complaint intended for the respondent only.

The appellant states the respondent **Obstructed Mail, Obstruction of Correspondence and the Delay of mail** was a deliberate action of CMM Realty Nikole Martin and the respondent to violate the law by not returning the certified mail that contained the summons and complaint to the post office.

18 U.S. Code § 1701. CMM Realty and the respondent obstructed the mail.

18 U.S. Code § 1702. Obstructed of correspondence by CMM Realty and the respondent.

18 U.S.C. § 1703(b). (opening, destroying, or detaining mail without authority). There was mail delayed by CMM Realty and the respondent.

Plaintiff will suffer substantial prejudice if relief from default is granted. The action of seasoned attorneys of the respondent knew their actions violated **ABA Rule 4.1 and Federal Law** in regard to the certified mail that contained the summons and complaint. The respondent violated the USPS rules by concealing details of **how the respondent received the summons and complaint.**

The Respondent does not have a meritorious defense or good cause exists to be relieved of responsibility for the aggravated assault and assault by mob that occurred on the property.

Proper Service was interrupted by the respondent and CMM Realty had a duty to return the certified mail that contained the summons and complaint to the post office. The respondent had the summons and complaint in their possession for a **total of 261 days.**

CMM Realty Nikole Martin (new hire for the respondent) opened the certified mail that contained the summons and complaint.

1. Nikole Martin opened the certified mail containing the summons and complaint.
2. **September 25, 2023.** PS Form 3811 was mailed back to the sender as to having receipt.
3. **September 25, 2023 thru September 29, 2023.** Service was effected.
4. **September 29, 2023.** Nikole Martin last day at CMM Realty.
5. **October 2, 2023.** Employment start date for the respondent.
6. **October 2, 2023 to July 2024.** Nikole Martin and Brittany Blantz shared the same office for respondent.

**ARGUMENT IX. DID THE COURTS ERRED BY NOT ENTERING A
DEFAULT JUDGEMENT AGAINST THE RESPONDENT**

STANDARD OF REVIEW

South Carolina Rules of Civil Procedure Rule 12(a). According to the South Carolina Rules of Civil Procedure, a defendant must serve an answer to a summons and complaint within 30 days of being served with the complaint; this is outlined in Rule 12(a) of the rules. SC Rule of Civil Procedure Rule 55 (a)(b)(c).

The first task of a litigant who seeks for his default to be set aside is to provide a sufficient explanation for why he did not timely plead and must also provide reasons why letting him out of default would serve the interests of justice. Sundown Operating Co.

DISCUSSION-DEFAULT JUDGEMENT

The appellant states the court should have issued a ruling of default judgement against the respondent for deliberately not submitting an answer to the summons and complaint. The respondent had 30 days from the date of service to file an answer and did not file an answer. The respondent does not have a meritorious defense to defend a default judgement.

There was a total 261 days that CMM Realty and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

CLOSING

The Appellant has shown throughout the brief that the respondent intentionally broke federal laws to avoid this law suit. CMM Realty Property Manger Nikole Martin who was transitioning to new employment from CMM Realty to the Respondent the following week. Exhibit 6 shows the work history of Nikole Martin with CMM Realty and the respondent.

It was Nikole Martin that opened the summons and complaint addressed to her new employer and she is the one who took it to her new employer and gave it directly to Brittany Blantz. Brittany Blantz the property manager for the respondent in the Columbia, SC area who is authorized to receive mail for the respondent.

The respondent listed the following claims to avoid the lawsuit. **Nikole Martin and Brittany Blantz shared the same office for respondent.** The respondent had the summons and complaint in their possession for a total of 261 days of 365 days of the year. CMM Realty and the Respondent had a duty by law to return the certified mail that contained the summons and complaint to the post office.

Claim 1. How they were served? The respondent obstructed correspondence

Nikole Martin is the one that opened the summons and complaint addressed to her new employer and the one who took it to her new employer and gave it directly to Brittany Blantz the authorized agent.

Claim 2. The respondent claims there is no proof they have been served.

The respondent claimed there was no registered agent authorized to sign for the certified mail that contained the summons and complaint at CMM Realty. The proof is the respondent had the summons and complaint in their possession for a total of 261 days of 365 days of the year.

Claim 3. The respondent claimed there was no registered agent authorized to sign for the certified mail that contained the summons and complaint at CMM Realty. The respondent clearly was aware of the Federal Laws in the Obstruction of Mail, Obstruction of Correspondence and the delay of the mail.

It was Nikole Martin that opened the summons and complaint addressed to her new employer (respondent) and the one who took it to her new employer and gave it directly to Brittany Blantz. Brittany Blantz is property manager for the respondent in the Columbia, SC area who is authorized to receive mail for the respondent. **Nikole Martin and Brittany Blantz shared the same office for the respondent and had a duty by law to return the certified mail that contained the summons and complaint to the post office.**

Claim 4. The respondent claim suggested that the wrong property management company was served. The respondent further admits that they were in possession of the summons and complaint in the claim. The respondent clearly was aware of the Federal Laws in the Obstruction of Mail, Obstruction of Correspondence and the delay of the mail.

In Argument VI, The Respondent claims prove that they were in receipt of the summons and complaint. The Respondent and CMM Realty Nikole Martin (she worked for CMM Realty when the certified mail arrived addressed only to the respondent. The respondent hired Nikole Martin

on Oct 2, 2023) knew that they were in direct violation of the laws of South Carolina and Federal Laws to escape legal action.

The appellant should have been allowed to re-serve the respondent as it would have been enough time and would have been within the statutes of limitation, **there were 25 days still valid to re-serve after the order. Secondly because the respondent**

The appellant states there was no written agreement for Pro Se to be served by email the affidavit that that caught the appellant off guard and not prepared to oppose. South Carolina Appellate Courts Rules (SCACR) Rule 613. E-Mail Service by and On Self-Represented Litigants not a lawyer admitted to practice in this state may consent in writing to be served by e-mail and designate a correct e-mail address for service.

Appellant prays for the following:

1. A reversal of the lower court ruling insufficient service of process.
2. For a court order **granting judgement** to the appellant in the amount of \$300,000 for economic damages, for the pain and suffering, medical expenses and loss of enjoyment of life, emotional distress, and mental anguish (past, present and future).
3. For a court order **granting default judgement** to the appellant in the amount of \$300,000.
4. Appellant is willing to negotiate a settlement.

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