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Mar 24 2025

SC Court of Appeals

The State Of South Carolina

In The Court Of Appeals

Appeal From Horry County

Court of Common Pleas

B. Alex Hyman, Circuit Court Judge

Appellant Case No. 2025-000343

Case No. 2025-CP-26-00230

Answer to Respondent Motion to Dismiss Appeal

I Djuan Holland the Appellant is responding to the Respondent Motion to Dismiss my Appeal. This Court granted me a Stay of Eviction based upon the evidence that I provide. Not once have I abused or had any intentions to abuse or waste the court time or mine time in filing appeals. The law is set up and written for people to file appeals if they feel that something isn't right in the court system, workplace etc. I didn't write the South Carolina Law for appeals. I filed Motion to Reinstate when I had called the Circuit Court to see if my case had been scheduled because I needed to provide the Appeal Court a copy of it. The Appeal court dismissed my case because I didn't have an Order from the Circuit Court which didn't allow the Appeal Court to have Jurisdiction over my case. I then filed a Motion to Stay Eviction once I received the order from the Circuit Court which now allows the Appeal Court Jurisdiction over my case which at that time, they Granted me a Temporary Stay. I didn't fail to provide the Appeal Court a disposing order from the Court of Common Pleas because I didn't have one at that time to provide I sent over what the Court of Common Pleas provide me and that was a copy of the court hearing which I emailed to the Appeal Court but that wasn't what they needed at that time so the case was dismissed for that reason. I would like to know where I was complaining of what appears to be a misunderstanding of the legal process, I am requesting that the Respondent provide me those exact words in any of my Appeal Filings. If there is any abuse going on it's the Respondent lying to the Court to gain a win. I haven't violated anyone rights as the

Respondent have stated, when the court sends me back deficiency letters for me to make corrections in my filings that's what I do I make the corrections. I think it's unprofessional and unacceptable to basically be called a liar saying that I didn't send Moorland Reserve a copy of my Motion which is disrespectful when I mailed all copies and also Emailed Ms. Jen Dixon the Property Manager of Moorland Reserve on Feb 28, 2025 and also emailed her a copy of Order of Stay. Once I put something in the mail system it's out of my hands, the court didn't require me to send anything Certified. See Attachment of email sent. I didn't have to mention anything about my Appeal because the Circuit Court already had the Order from the Appeal Court that's why a hearing scheduled. The Circuit Court never held any duplicate hearings because the first hearing never took place because it was dismissed. I'm not creating a backlog as I'm being accused of doing the court is already backlogged. If this level of disrespect and constant lying on me from Respondent, I will be contacting the Bar Association and filing a formal complaint against Morgan R. Dunn the Respondent. I've also did some google reviews about this Law Firm and the rating are bad, see attachment. Also, I have addressed with the Magistrate, Moorland office on site about the different amounts that keep showing up also and when I had my hearing on March 10, 2025, that the Resident Portal has different amounts see attachments. When I had my hearing on Jan 11, 2025 in Magistrate Court the Bond was set for 15, 942.75 even though that wasn't the amount that the initial filing was filed for in Nov 2024, Feb 19, 2025 the amount was quoted for 19, 424.25 on my appeal that when back in front of Judge Arakas, so when you subtract 19, 424.25 from 15, 942.75 you get 3481.50 over the rent is 2665.00 plus 100.00 for utility pack plus 266.00 late fees that comes up to 3031.00 where is the extra 450.00 coming from. Now same thing again when had Bond hearing in Court of Common Pleas bond was set on March 10, 2025, in the amount of 22, 905.75 now subtract 22, 905.75 from 19, 424.25 from Feb 2025, it comes out to the same where is the extra 450.00 coming from. On March 16, 2025 I checked the Resident Portal two amounts came up at different times of the day which I did call Abby about it she was working in the office that day she didn't know why it was doing that the first amount was 9879.75, then the later it was 16, 412.75. See attachment. In the Appeal Court Order in was ordered for me to sign an Undertaking Order which didn't happened never bought up only a Bond set for 22, 905.75, where is my right to have given to me that a Higher Court has put in an Order to be done. See attach Order from Circuit Court it's not an Undertaking form at all. See Attachments. In conclusion I the Appellant with all due respect is asking the Court of Appeals to DENY the Respondent Motion to Dismiss my appeal until I get the true amount of what is owed broken down as you can clearly see from dates and times that there is a calculation issue. And I am also requesting that Morgan R. Dunn be removed from this case as surely, she's not a good Representative for this company, I will let the Bar Association handle her after I make my formal complaint again her.

Thank You for Your Time

/s/ Djuan Holland

139A Moorland Reserve Pl

Myrtle Beach, Sc 29579

843-385-8098

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
Moorland BTR LLC)
)
Plaintiff(s)/Respondent,)
)
vs.)
)
Djuan Holand,)
)
)
)
Defendant(s)/Appellant.)

**IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-26-00230**

**ORDER SETTING BOND TO STAY
EXECUTION ON APPEAL FOR
APPELLATE CASE NO. 2025-000343**

This matter came before this Court on March 10, 2025, after Plaintiff(s)/Respondent(s) (hereinafter “Respondent”) filed an application for ejection (eviction) action against Defendant/Appellant (hereinafter “Appellant”) (2024CV261094268), resulting in the magistrate court ruling in favor of Respondent, thereafter Appellant appealed said magistrate court ruling to the circuit court (2025CP2600230), thereafter Appellant defaulted on the bond payments ordered by the magistrate court on February 13, 2025 resulting in the magistrate court ruling/ordering the dismissal of said appeal. Thereafter Appellant appealed said magistrate court ruling to the court of appeals (2025-000343) resulting in the Court of Appeals issuing an order on or about February 27, 2025, which ordered that “After careful consideration, we grant a temporary stay and remand this case to the circuit court for an expedited hearing on Appellant’s motion to stay and determination of any appeal bond. We remand this case to the circuit court for a hearing on whether to grant Appellant an appeal bond.” Respondent appeared with counsel, Morgan R. Dunn. Appellant also appeared for the hearing.

After hearing from Respondent’s counsel and Appellant, I find the following:

1. Appellant shall pay Respondent an appeal bond in the amount of \$22,905.75, payable via certified funds, to Respondent by or before April 1, 2025; and

2. If Appellant shall fail to comply with these terms of appeal bond, this Court shall dismiss the appeal(s) of Appellant and facilitate issuance of a warrant of ejectment so Respondent shall be placed in full possession of the premises for which the eviction has been sought.

IT IS SO ORDERED.



Horry Common Pleas

Case Caption: Djuan Holland VS Moorland BTR LLC , defendant, et al

Case Number: 2025CP2600230

Type: Order/Other

15th Circuit Resident Judge

s/ B. Alex Hyman

§ 42-34. Undertaking on appeal and order staying execution.

(a) Upon appeal to the district court, either party may demand that the case be tried at the first session of the court after the appeal is docketed, but the presiding judge, in his discretion, may first try any pending case in which the rights of the parties or the public demand it. If the case has not been previously continued in district court, the court shall continue the case for an appropriate period of time if any party initiates discovery or files a motion to allow further pleadings pursuant to G.S. 7A-220 or G.S. 7A-229, or for summary judgment pursuant to Rule 56 of the Rules of Civil Procedure.

(b) During an appeal to district court, it shall be sufficient to stay execution of a judgment for ejectment if the defendant appellant pays to the clerk of superior court any rent in arrears as determined by the magistrate and signs an undertaking that he or she will pay into the office of the clerk of superior court the amount of the tenant's share of the contract rent as it becomes due periodically after the judgment was entered and, where applicable, comply with subdivision (c) below. For the sole purpose of determining the amount of rent in arrears pursuant to a judgment for possession pursuant to G.S. 42-30(iii), the magistrate's determination shall be based upon (i) the available evidence presented to the magistrate or (ii) the amounts listed on the face of the filed Complaint in Summary Ejectment. Provided however, when the magistrate makes a finding in the record, based on evidence presented in court, that there is an actual dispute as to the amount of rent in arrears that is due and the magistrate specifies the specific amount of rent in arrears in dispute, in order to stay execution of a judgment for ejectment, the defendant appellant shall not be required to pay to the clerk of superior court the amount of rent in arrears found by the magistrate to be in dispute, even if the magistrate's judgment includes this amount in the amount of rent found to be in arrears. If a defendant appellant appeared at the hearing before the magistrate and the magistrate found an amount of rent in arrears that was not in dispute, and if an attorney representing the defendant appellant on appeal to the district court signs a pleading stating that there is evidence of an actual dispute as to the amount of rent in arrears, then the defendant appellant shall not be required to pay the rent in arrears alleged to be in dispute to stay execution of a judgment for ejectment pending appeal. Any magistrate, clerk, or district court judge shall order stay of execution upon the defendant appellant's paying the undisputed rent in arrears to the clerk and signing the undertaking. If either party disputes the amount of the payment or the due date in the undertaking, the aggrieved party may move for modification of the terms of the undertaking before the clerk of superior court or the district court. Upon such motion and upon notice to all interested parties, the clerk or court shall hold a hearing within 10 calendar days of the date the motion is filed and determine what modifications, if any, are appropriate. No writ of possession or other execution of the magistrate's judgment shall take place during the time the aggrieved party's motion for modification is pending before the clerk of court.

(c) In an ejectment action based upon alleged nonpayment of rent where the judgment is entered more than five business days before the day when the next rent will be due under the lease, the appellant shall make an additional undertaking to stay execution pending appeal. Such additional undertaking shall be the payment of the prorated rent for the days between the day that the judgment was entered and the next day when the rent will be due under the lease.

(c1) Notwithstanding the provisions of subsection (b) of this section, an indigent defendant appellant, as set forth in G.S. 1-110, who prosecutes his or her appeal as an indigent and who meets the requirement of G.S. 1-288 shall pay the amount of the contract rent as it becomes periodically due as set forth in subsection (b) of this section, but shall not be required to pay rent in arrears as set forth in subsection (b) of this section in order to stay execution pending appeal.

(d) The undertaking by the appellant and the order staying execution may be substantially in the following form:

"State of North Carolina,
"County of _____

" _____, Plaintiff
vs.
" _____, Defendant

Bond to
Stay Execution
On Appeal to
District Court

"Now comes the defendant in the above entitled action and respectfully shows the court that judgment for summary ejection was entered against the defendant and for the plaintiff on the ____ day of ____, ____, by the Magistrate. Defendant has appealed the judgment to the District Court.

"Pursuant to the terms of the lease between plaintiff and defendant, defendant is obligated to pay rent in the amount of \$ ____ per ____, due on the ____ day of each ____.

"Where the payment of rent in arrears or an additional undertaking is required by G.S. 42-34, the defendant hereby tenders \$ ____ to the Court as required.

"Defendant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid terms of the lease and moves the Court to stay execution on the judgment for summary ejection until this matter is heard on appeal by the District Court.

"This the ____ day of ____, ____.

Defendant

"Upon execution of the above bond, execution on said judgment for summary ejection is hereby stayed until the action is heard on appeal in the District Court. If defendant fails to make any rental payment to the clerk's office within five business days of the due date, upon application of the plaintiff, the stay of execution shall dissolve and the sheriff may dispossess the defendant.

"This ____ day of ____, ____.

Assistant Clerk of Superior Court."

(e) Upon application of the plaintiff, the clerk of superior court shall pay to the plaintiff any amount of the rental payments paid by the defendant into the clerk's office which are not claimed by the defendant in any pleadings.

(f) If the defendant fails to make a payment within five business days of the due date according to the undertaking and order staying execution, the clerk, upon application of the plaintiff, shall issue execution on the judgment for possession.

(g) When it appears by stipulation executed by all of the parties or by final order of the court that the appeal has been resolved, the clerk of court shall disburse any accrued moneys of the undertaking remaining in the clerk's office according to the terms of the stipulation or order. (1868-9, c. 156, s. 25; 1883, c. 316; Code, s. 1772; Rev., s. 2008; C.S., s. 2373; 1921, c. 90; Ex. Sess., 1921, c. 17; 1933, c. 154; 1937, c. 294; 1949, c. 1159; 1971, c. 533, s. 8; 1979, c. 820, ss. 1-6; 1998-125, s. 1; 1999-456, s. 59; 2005-423, s. 11; 2009-279, s. 2; 2019-243, s. 16.)

I declare under penalty of perjury that the foregoing is true and correct.

(Signature of Surety)

(Signature of Surety)

ORDER

The above undertaking by surety(ies) is hereby approved by this court.

Dated: _____

MAGISTRATE



Brownlee Whitlow & Praet, PLLC

2.3 ★★☆☆☆ (47) · Real estate attorney · 7+ years ...

Closed · Opens 8:30 AM Mon · Cary, NC · (919) 863-...

Onsite services



Website



Directions



Call



Share



Brownlee Whitlow & Praet

1.0 ★☆☆☆☆ (1) · Real estate attorney

Closed · Opens 8 AM Mon · North Charleston, SC · (8...



Website



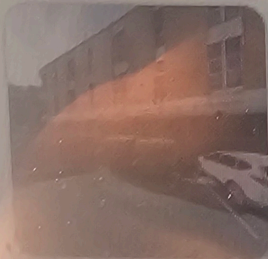
Directions



Call



Share



Brownlee Whitlow & Praet, PLLC

1.8 ★★☆☆☆ (5) · Real estate attorney

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rp

Home

Unit139A

Change My Lease

Home

Payments

Messages & Alerts

Community

Lease Options

Contact Property

Amount Due
\$12,644.75 ⓘ

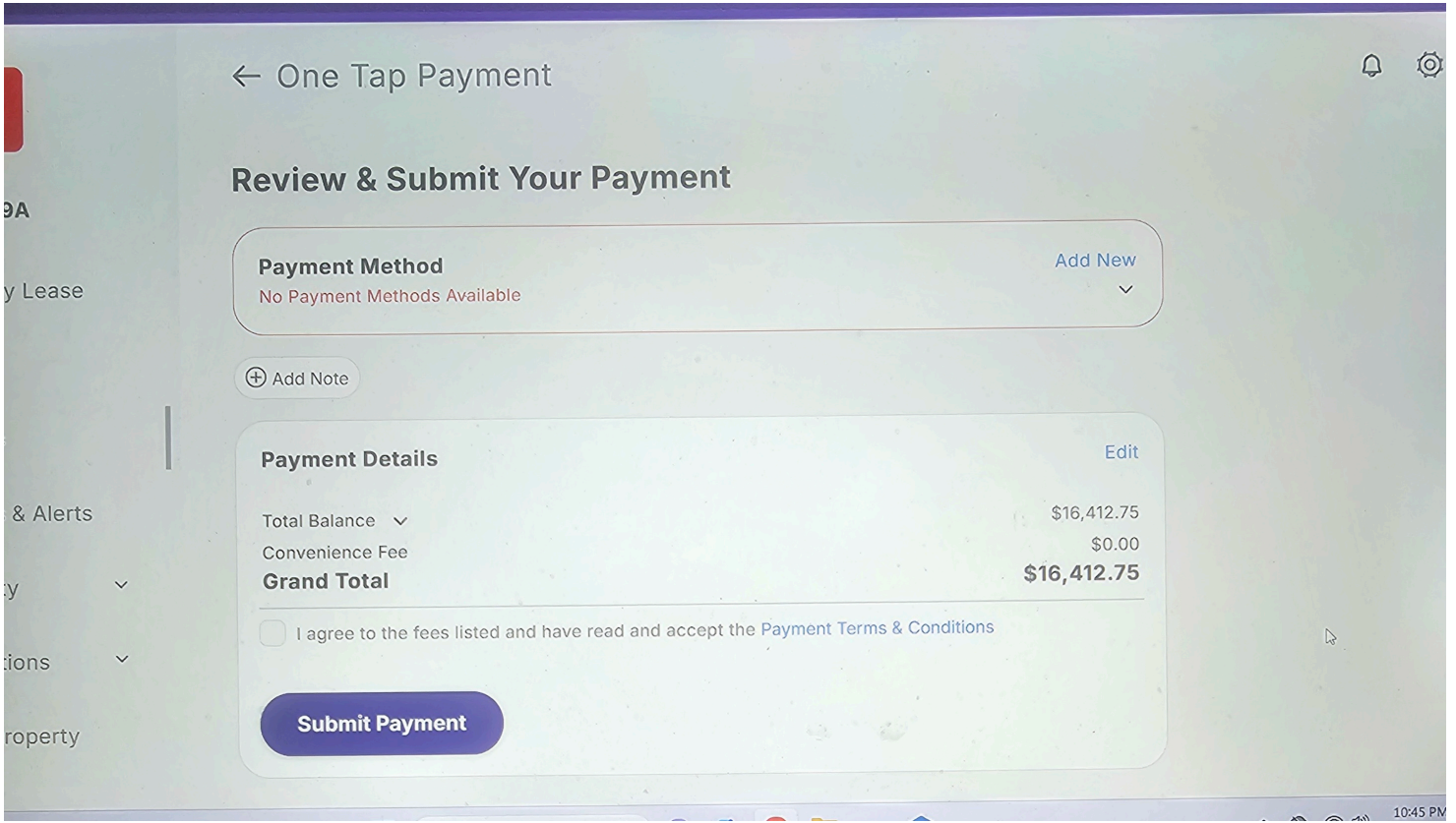
Pay Now.

Automatic Payments: **Off** ● [Set Up](#)

[Manage Wallet](#)

To view our resident services go to www.lincolnapts.com/residents. The notes field in your payment screen is only for your records. This is not a proper way to communicate with your leasing office for any resident related issues. Notice to vacate, maintenance requests and/or payment issues will not be seen by the community; therefore no response will be given. **If you enter a wrong routing number or account number your payment will be returned NSF from the bank and you will be responsible. CORT Furniture - Lincoln Residents get a discount. Go to this link - <https://www.cort.com/lincoln>

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The screenshot shows a mobile application interface for a 'One Tap Payment' screen. The page title is 'One Tap Payment' with a back arrow on the left and notification and settings icons on the right. The main heading is 'Review & Submit Your Payment'. Under 'Payment Method', a VISA card ending in 5537 is selected, with an 'Add New' link. An 'Add Note' button is present. The 'Payment Details' section shows a total balance of \$9,879.75, a convenience fee of \$7.95, and a grand total of \$9,887.70. A checkbox for terms and conditions is unchecked. A large blue 'Submit Payment' button is at the bottom. The left sidebar contains navigation options like 'Unit139A', 'Change My Lease', 'Payments', 'Messages & Alerts', 'Community', 'Lease Options', and 'Contact Property'. The bottom of the screen shows a Windows taskbar with a search bar and various application icons, and a system tray with the time 7:32 PM and date 3/16/2025.

Jan 11

Balance Details

pestfee	\$5.00
rent	\$2,665.00
cablechg	\$35.00
cablechg	\$35.00
pestfee	\$5.00
rent	\$2,665.00
cablechg	\$35.00
rent	\$2,665.00
pestfee	\$5.00
cablechg	\$35.00
rent	\$1,303.25
Total	\$15,942.75

[Close](#)

moorlandreserve.residentportal.com/app/home

Home

rp

Unit139A

Amount Due **\$4,008.25**

Automatic Payments: **Off**

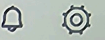
[Manage Wallet](#)

To view our resident services go to www.lincolnaps.com only for your records. This is not a proper way to contact us for related issues. Notice to vacate, maintenance requests, etc. are posted to the community; therefore no response will be given. **If you do not make your payment will be returned NSF from the bank and you will be responsible for the fee.

CORT Furniture - Lincoln Residents get a discount. Go to [CORT Furniture](#)

[Quick Links Dashboard](#) [Announcements](#)

Home



Amount Due

\$9,879.75 ⓘ

Pay Now

Automatic Payments: **Off** ●

Set Up

[Manage Wallet](#)

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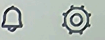


Q Search



7:26 PM
3/16/2025

Home



Amount Due

\$9,879.75 ⓘ

Pay Now

Automatic Payments: **Off** ●

Set Up

[Manage Wallet](#)

To view our resident services go to www.lincolnaps.com/residents. The notes field in your payment screen is only for your records. This is not a proper way to communicate with your leasing office for any resident related issues. Notice to vacate, maintenance requests and/or payment issues will not be seen by the community; therefore no response will be given. **If you enter a wrong routing number or account number your payment will be returned NSF from the bank and you will be responsible. CORT Furniture - Lincoln Residents get a discount. Go to this link - <https://www.cort.com/lincoln>

Quick Links Dashboard

Announcements



Q Search



7:26 PM
3/16/2025

Your Payment

le Add New
▼

Edit

\$19,424.25
\$0.00
\$19,424.25

and have read and accept the [Payment Terms & Conditions](#)



Home

Amount Due


\$6,783.25 ⓘ


Automatic Payments: **Off** ●

[Manage Wallet](#)

To view our resident services go to www.lincolnapts.com/residents. The notes field in your pay only for your records. This is not a proper way to communicate with your leasing office for related issues. Notice to vacate, maintenance requests and/or payment issues will not be communicated to the community; therefore no response will be given. **If you enter a wrong routing number or a wrong account number your payment will be returned NSF from the bank and you will be responsible.

CORT Furniture - Lincoln Residents get a discount. Go to this link - <https://www.cort.com/lincoln>

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 **Announcements**



Q Search



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Mar 24 2025

SC Court of Appeals

The State Of South Carolina

In The Court Of Appeals

Appeal From Horry County

Court of Common Pleas

Appellant Case No. 2025-00034

Case No. 2025-CP-26-00230

Proof Of Service

Djuan Holland

Appellant

Morgan R. Dunn

vs

Attorney for Respondent

Certificate of Service

I certify that I have served the Attorney for Respondent Morgan R Dunn my Answer to Motion to Dismiss my Appeal by depositing a copy of it in the United states Mail, Postage prepaid, on March 22, 2025 to Morgan R, Dunn c/o Brownlee Whitlow & Pracet , PLLC to said address PO Box 62975, North Charleston SC 29419

/s/ Djuan Holland

139A Moorland Reserve Pl

Myrtle Beach SC 29579

843-385-8098

