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**SC Court of Appeals**

**THE STATE OF SOUTH CAROLINA**

**In The Court of Appeals**

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APPEAL FROM BERKELEY COUNTY

COURT OF COMMON PLEAS

The Honorable Jennifer McCoy, Circuit Court Judge

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Case No. 2021-CP-08-00087

Appellate Case No. 2024-002032

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Tunc Eren .....Respondent,

v

AKPA Chemicals US, Inc.....Appellant

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**RESPONDENT’S INITIAL BRIEF**

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## **TABLE OF AUTHORITIES**

### **Cases:**

Townes Assocs., Ltd. v. City of Greenville, 266 S.C. 81, 221 S.E.2d 773 (1976)

Pinckney v. Warren, 344 S.C. 382, 544 S.E.2d 620 (2001)

Straight v. Goss, 383 S.C. 180, 678 S.E.2d 443 (Ct. App. 2009)

## **STATEMENT OF ISSUES**

1. Whether the trial court correctly found that Appellant failed to meet its burden of proof on its claims for breach of contract, unjust enrichment, and conversion.

## **STATEMENT OF THE CASE**

This appeal arises from a bench trial before the Honorable Jennifer McCoy in the Berkeley County Court of Common Pleas. Appellant AKPA Chemicals US, Inc. filed ten causes of action against Respondent, all of which were denied by the trial court due to Appellant's failure to meet its burden of proof. The court also denied Respondent's counterclaims. Appellant now appeals only the dismissal of its claims. Respondent seeks affirmance of the trial court's ruling.

## **STATEMENT OF FACTS**

Respondent, Tunc Eren, served as General Manager for AKPA Chemicals US, Inc. pursuant to an employment arrangement beginning in 2019. A Durable Power of Attorney signed on April 22, 2019, by the owner of AKPA Chemicals US, INC granted Respondent full financial decision-making authority, including during any period of incapacitation.

During his employment, Appellant agreed to pay all Respondent's vehicle and housing expenses. The original vehicle title and finance agreement, which Respondent provided to Appellant and can be found in exhibits, confirm that the vehicle was lawfully titled in his name. The vehicle finance document submitted by Appellant during trial is a fabrication; neither Respondent nor the dealership recognizes it.

Appellant also claims that Respondent retained a company-issued laptop after his resignation. However, Appellant has produced no documentation — such as a receipt, inventory record, or assignment form — showing that Respondent was ever issued a laptop. Respondent denies ever receiving one

Similarly, Appellant's submitted lease agreement for the apartment is unsigned and does not list AKPA as a tenant or lessee. In contrast, the apartment management provided the

original lease, which omits any reference to AKPA and confirms Respondent's personal leasehold.

## **STANDARD OF REVIEW**

On appeal from a bench trial, the trial court's findings of fact will not be disturbed unless they are wholly unsupported by the evidence or influenced by an error of law. See *Townes Assocs., Ltd. v. City of Greenville*, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976). In equitable matters, the appellate court may take its own view of the preponderance of the evidence but should give deference to the trial court's credibility determinations. *Pinckney v. Warren*, 344 S.C. 382, 387-88, 544 S.E.2d 620, 623 (2001); *Straight v. Goss*, 383 S.C. 180, 192, 678 S.E.2d 443, 449 (Ct. App. 2009).

## **ARGUMENT**

### **I. THE TRIAL COURT CORRECTLY FOUND THAT APPELLANT FAILED TO PROVE BREACH OF CONTRACT**

Appellant's breach of contract claim was based on alleged misuse of funds and retention of property. However, the trial court properly found that Appellant failed to provide credible evidence of such a breach. Respondent acted under a valid Durable Power of Attorney. The vehicle and apartment were not company-owned assets as alleged. Appellant failed to present credible evidence that the laptop or cell phone were solely Appellant's property or that they were not part of the employment benefits lawfully provided to Respondent. No provision of the employment agreement was proven by Appellant to have been violated. The trial court, having observed the witnesses and assessed their credibility, reasonably concluded that Appellant failed to prove the existence of a breach of contract and that damages were caused by such a breach.

### **II. THE TRIAL COURT CORRECTLY FOUND THAT APPELLANT FAILED TO PROVE UNJUST ENRICHMENT**

Appellant failed to show that any benefit conferred on Respondent was unjustly retained. Respondent held legal title to the vehicle and the apartment lease was in Respondent's personal name. The security deposit was part of a personal lease not involving AKPA. Furthermore, Appellant submitted a purported lease that lacked signatures and legal effect, which undermined their claim. Regarding the laptop and cell phone, Appellant did not present sufficient evidence to prove that these items were provided. The trial court was correct to reject AKPA's attempt to reframe lawful employment benefits as unjust enrichment, as the retention was not under unjust conditions. The court, as the finder of fact in this equitable matter, was entitled to weigh the credibility of the evidence, and its finding should be given deference.

### III. THE TRIAL COURT CORRECTLY FOUND THAT APPELLANT FAILED TO PROVE CONVERSION

Conversion requires the unauthorized assumption and exercise of the right of ownership over another's property. The trial court found no credible evidence that Respondent wrongfully retained property owned by AKPA. The vehicle was legally titled in Respondent's name, not Appellant's. The lease deposit was tied to a personal contract to which AKPA was not a party. Appellant also presented documentation regarding the vehicle financing that Respondent disputes and the trial court found insufficient, further undermining Appellant's credibility on this claim. Crucially, Appellant also failed to provide sufficient evidence to demonstrate that the laptop and cell phone were their exclusive property unlawfully retained by Respondent. These findings are supported by the trial record and are entitled to deference on appeal, as the trial court was in the best position to judge the credibility of the evidence presented.

### **CONCLUSION**

For the foregoing reasons, the judgment of the trial court should be affirmed in its entirety.

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**CERTIFICATE OF SERVICE**

I certify that I have served this Respondent's Brief by U.S. Mail and/or electronic mail on July 1, 2025, to the following:

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Tunc Eren

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Tunc Eren  
Respondent  
July 1, 2025