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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM BERKELEY COUNTY

COURT OF COMMON PLEASE

The Honorable Jennifer McCoy, Circuit Court Judge

Case No. 2021-CP-08-00087

Appellate Case No. 2024-002032

Tunc Eren …….Respondent,

v

AKPA Chemicals US, Inc……..Appellant

AMENDED SUPPLEMENTAL MOTION TO DISMISS APPEAL

/s/Tunc Eren

2966 Scout Street

Saint Cloud FL 34771

Telephone: (843) 642-9334

Email: tunceren283@gmail.com

Pro Se Respondent

Other Party of Record:

Michael E. Patterson, Jr.

Mingledorff & Patterson, LLC

245 Seven Farms Dr., Ste. 310, Box 13

Charleston, SC 29492

Telephone: (843) 471-1015

Email: michael@mptrial.com

Attorney for Appellant

AMENDED SUPPLEMENTAL MOTION TO DISMISS APPEAL FOR APPELLANT'S KNOWING USE OF FORGED EVIDENCE AND VIOLATION OF ETHICAL DUTIES

COMES NOW the Respondent, Tunc Eren, pro se, and respectfully files this Amended Supplemental Motion to Dismiss in the above-captioned appeal. This motion supplements the Respondent's initial Motion to Dismiss filed on June 10, 2025, and is grounded in the Appellant's continued and knowing reliance on a forged lease agreement during trial and throughout this appellate proceeding. Appellant has persisted in using this document despite having actual notice of its falsity and being provided with the genuine lease by the Respondent. Such conduct constitutes a violation of Rule 3.3 of the South Carolina Rules of Professional Conduct, and directly undermines the integrity of the judicial process.

I. FACTUAL BACKGROUND

- Appellant's Initial Brief, filed June 25, 2025, explicitly relies on the forged lease and vehicle documents as central evidence to support its claims for conversion, breach of contract, and unjust enrichment.

- These forged documents include: (a) a fabricated lease agreement that Respondent identified as a forgery under oath at deposition and (b) a falsified vehicle document that purports to include a co-buyer—both of which were proven false by authentic documents from Central Island Square and Crews Subaru, respectively.

- Despite having received the authentic lease and vehicle documentation directly from Respondent via email on March 23, 2024, Appellant continues to assert the validity of the forged materials before this Court.

- By relying on these documents in the Initial Brief—after actual notice and supporting evidence to the contrary—Appellant's counsel has knowingly misrepresented facts to the Court, in violation of Rule 3.3 of the South Carolina Rules of Professional Conduct.

- This continued pattern of misconduct heightens the need for dismissal, sanctions, and referral to the Office of Disciplinary Counsel.

- In addition to the forged lease agreement, Appellant has relied upon a second forged document related to the purchase of a vehicle.

- Respondent provided a scanned document directly from the dealership, Crews Subaru, which confirms that there was no co-buyer listed on the vehicle purchase agreement.

- This dealership document was emailed to Appellant's counsel on March 23, 2024, along with a statement by Respondent identifying the document Appellant relied on as a forgery.

- Despite this notice and the dealership-supplied evidence, Appellant has continued to rely upon the falsified vehicle document in their filings.

- This represents a second, independent act of reliance on forged material by Appellant and further supports Respondent's request for dismissal and sanctions.

- Appellant relied on a lease agreement during trial proceedings which is unsigned, inauthentic, and does not originate from the apartment complex where Respondent resided.

- During discovery and specifically at Respondent's deposition, Respondent clearly identified the document as a forgery, and it had not been signed by either party.

- Respondent subsequently provided the authentic lease agreement, obtained directly from the apartment complex and containing valid signatures and accurate terms.

- Respondent also informed Appellant's counsel via email that the Community Manager, Rachel Duncan, confirmed the authenticity of the lease Respondent produced and was willing to testify.

- Despite this, Appellant has continued to rely on the forged lease, including in appellate filings such as the Reply Brief dated July 11, 2025.

- As of the date of this filing, Appellant has not withdrawn the forged lease or attempted to correct the record, and continues to use it as a basis for argument.

- This continued reliance on falsified evidence constitutes an intentional effort to mislead both the trial and appellate courts.

II. LEGAL AND ETHICAL AUTHORITY

- Rule 3.3(a)(3) of the South Carolina Rules of Professional Conduct prohibits an attorney from offering evidence the lawyer knows to be false.

- Upon learning that material evidence is false, the attorney is required to take reasonable remedial measures, including disclosure to the tribunal.

- Appellant and counsel were placed on actual notice of the falsity of the lease through deposition testimony and direct correspondence containing the authentic lease and witness verification.

- Continued reliance on the forged lease—despite this notice—violates Rule 3.3, constitutes bad faith litigation conduct, and impairs the administration of justice.

- This pattern of deception justifies appellate sanctions and dismissal under the Court's inherent authority and pursuant to Rule 207(b), SCACR.

- Courts may also impose sanctions or refer attorneys to disciplinary authorities when a party knowingly relies on falsified or fraudulent evidence. See Chambers v. NASCO, Inc., 501 U.S. 32 (1991).

III. CONCLUSION AND REQUEST FOR RELIEF

Appellant's continued reliance on known forged evidence constitutes a severe breach of ethical duties, disrupts the fairness of these proceedings, and burdens the Court with falsified filings. The Respondent has acted in good faith by producing authentic documents and alerting both the trial and appellate courts to the misconduct. This Court has both the authority and the obligation to act decisively to protect the integrity of the appellate process.

1. Dismiss the appeal based on Appellant's use of forged evidence and failure to comply with ethical obligations;

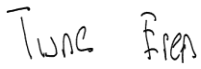
2. Take judicial notice that the lease agreement relied on by Appellant is a forgery, based on the unrefuted evidence and witness verification provided by Respondent;

3. Strike any filings or references that rely on the forged lease agreement;

4. Refer the conduct of Appellant's counsel to the South Carolina Office of Disciplinary Counsel for investigation under Rule 3.3;

5. Grant such other and further relief as this Court deems appropriate.

This **21st day of July, 2025.**



Signed using Scriptel
2025-06-10 11:45:59

Tunc Eren

2966 Scout Street

St. Cloud, FL 2966

(843) 642-9334

tunceren283@gmail.com

Respondent *Pro Se*

Exhibit List – Amended Supplemental Motion to Dismiss

Exhibit A: Authentic lease agreement provided by Central Island Square, including confirmation from Community Manager Rachel Duncan.

Exhibit B: Appellant's Reply Brief dated July 11, 2025, continuing to rely on the forged lease despite actual notice of its falsity.

Exhibit C: Scanned document from Crews Subaru confirming that no co-buyer was listed on the vehicle purchase agreement.

Exhibit D: Email from Respondent to Appellant's counsel dated March 23, 2024, identifying the forged vehicle document and submitting the dealership-supplied version.

Exhibit E: Initial Brief of Appellant, filed June 25, 2025, which continues to rely on both forged lease and vehicle documents as central to Appellant's claims.

Rachel Duncan Mon, Feb 26, 2024, 2

Please find your lease agreement attached. Let us know if you need anything else. Warm regards, RACHEL DUNCAN, NALP | COMMUNITY MANAGER Central Island

T Eren <tunceren283@gmail.com> Sat, Mar 23, 2024, 5:52 PM

to Michael, Melissa

Mr. Patterson,

As we discussed, I will be sending my discovery findings.

My last email will be the settlement offer.

I will be sending the original documents which I had been trying to prove forgery.

Spoke with Ms. Duncan on the phone she will testify if needed for the forged document.

Best Regards,
Tunc Eren

One attachment • Scanned by Gmail

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APPEAL FROM THE BERKELEY COUNTY
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The Honorable Jennifer McCoy, Circuit Court Judge

Appellate Case No. 2024-002032
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REPLY BRIEF OF APPELLANT

Michael E. Patterson, Jr.
Christopher C. Mingledorff
Mingledorff & Patterson, LLC
245 Seven Farms Drive
Suite 310, Box 13
Charleston, South Carolina 29492
(843) 471-1015
michael@mptrial.com
Attorneys for Appellant

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ARGUMENT

1. RESPONDENT CANNOT TAKE A POSITION INCONSISTENT WITH OR CONTRADICTORY TO HIS PLEADINGS.

In Postal v. Mann, 308 S.C. 385, 387, 418 S.E.2d 322, 323 (Ct. App. 1992), quoting Elrod v. All, 243 S.C. 425, 134 S.E.2d 410 (1964), this Court explained the following,

> "It is well settled that parties are judicially bound by their pleadings unless withdrawn, altered or stricken by amendment or otherwise. The allegations, statements, or admissions contained in a pleading are conclusive as against the pleader and a party cannot subsequently take a position contradictory of, or inconsistent with, his pleadings and the facts which are admitted by the pleadings are taken as true against the pleader for the purpose of the action."

Paragraph 12(c), p. 2, of Appellant's Complaint states the following,

> "In order to aid Defendant in his role as General Manager, Plaintiff provided him with resources and corporate benefits, including, but not limited to: (c) Rent payments on a monthly basis for Defendant's apartment (hereinafter the "Rent Payments"). A copy of the lease agreement has been attached hereto as Exhibit 3."

Paragraph 12, p. 1, of Respondent's Answer states the following, "Defendant admits the allegations contained in paragraph 12-C."

At no point, did Respondent withdraw, alter, strike, or amend his Answer. At no point did Respondent ask leave from the trial court to amend his Answer. Likewise, Claimant did not take any other affirmative action to change his Answer in anyway. Therefore, under the well settled case law contained in both Postal and Elrod, Respondent's "pleadings and the facts which are admitted by [Respondent's] pleadings are taken as true against [Respondent] for the purpose of the action." Id.

At trial, and in his Initial Brief, Respondent has put forth allegations that are inconsistent and contradictory to Paragraph 12(c) of Appellant's Complaint, which Respondent admitted in his Answer. Specifically, in his Initial Brief, Section II, p. 4, Respondent stated, "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."

Respondent's statements are inconsistent and contradictory to the admission contained within his Answer. The Lease referred to in Paragraph 12(c) of Appellant's Complaint, was attached to the Complaint as Exhibit 3, and later admitted at trial as Respondent's Exhibit 1. See Transcript p. 37. Therefore, when Respondent takes the position in his Initial Brief that "Appellant submitted a purported lease that lacked signatures and legal effect," he is taking a position that is contradictory and inconsistent with the admission contained in his Answer. See Section II, p. 4 of Respondent's Initial Brief. Moreover, the Lease admitted by Respondent's Answer and admitted as Appellant's Exhibit 1 at trial, contains Appellant's name (AKPA Chemicals US, Inc.) on the first page of the Lease. See Appellant's Trial Exhibit 1. Therefore, Respondent is precluded from now taking the position that "[t]he security deposit was part of a personal lease not involving AKPA."

Respondent's admission, contained in Paragraph 12, p. 1 of his Answer, is an admission that the factual allegations contained within Paragraph 12(c), p. 2, of Appellant's Complaint are true, accurate and correct. Therefore, as it relates to the Respondent's lease, there is only one lease that should have been admitted at trial, and only one lease the trial court should have considered. Nonetheless, over Appellant's objections, see Transcript p. 106, lines 6-9, the trial court allowed Respondent to admit a second lease, which is materially different from the lease introduced as Appellant's Exhibit 1. See Transcript pp. 106-107.

CONCLUSION

For all of the foregoing reasons, the Circuit Court's decision should be reversed as stated herein.

July 11, 2025

/s/ Michael E. Patterson, Jr.
Michael E. Patterson, Jr.
Christopher C. Mingledorff
245 Seven Farms Drive
Suite 310, Box 13
Charleston, SC 29492
(843) 471-1015
Attorney for Appellant

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PROOF OF SERVICE

I certify that I have served the *Reply Brief of Appellant* by forwarding via electronic mail and electronic filing and/or U.S. mail on July 11, 2025, addressed to the Respondent, Tunc Eren, to the South Carolina Court of Appeals, and to the Berkeley County Court of Common Pleas at the following:

Tunc Eren
2966 Scout St.
Saint Cloud, FL 34771
Telephone: (843) 642-9334
tunceren283@gmail.com
Respondent

Berkeley County Court of Common Pleas
c/o Clerk of Court
300-B California Ave.
Moncks Corner, SC 29461
Case No. 2021-CP-08-00087

South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211
ctappfilings@sccourts.org

s/Michael E. Patterson, Jr.
S.C. Bar No.: 78437
Mingledorff & Patterson, LLC
245 Seven Farms Dr., Ste. 310, Box 13
Charleston, SC 29492
Telephone: (843) 471-1015
E-mail: michael@mptrial.com
Attorney for Appellant

July 11, 2025
Charleston, South Carolina

CREWS SUBARU of CHARLESTON

SUBARU

8261 Rivers Avenue
Charleston, South Carolina 29406
Phone: 843.820.4200 Fax: 843.820.7807
crewssubaru.com

BUYER'S ORDER AND INVOICE

BUYER TUNC EREN SALESPERSON 1 ROBERT CHARLES KOZAKL BUYER B-DAY 01/31/1987

CO-BUYER _____ SALESPERSON 2 _____ CO-BUYER B-DAY _____

STREET 50 CENTRAL ISLAND ST # 338 TEL. H. (843) 642-9773 TEL. W. _____

CITY & STATE DANIEL ISLAND SC 29492 CUST. E-MAIL ADDRESS tunceren283@gmail.com

I hereby offer to purchase from you under the terms and conditions specified.

STOCK NO. 484318A **MILEAGE** 13190

New	Used	Year Model	No. Cyl.	Make/Trade Name	Model Number of Series	Manufacturer's Serial No.
	XX	2018	4	NISSAN	ROGUE	5N1AT2MT8JC762063

TRADE-IN INFORMATION

YEAR _____ MAKE _____ MODEL _____

VEH. I.D. NO.: _____

COLOR _____ DOORS _____ MILES _____

TAG# _____ MONTH _____ STICKER# _____

LIEN HELD BY _____

ADDRESS _____

CITY, STATE _____ ZIP _____

CONFIRMED PAYOFF | GOOD UNTIL | BY

QUOTED BY | DATE

I AGREE TO PAY ON DEMAND THE DIFFERENCE (IF ANY) ON MY TRADE PAYOFF IF IT EXCEEDS THE AMOUNT OF $ N/A

SIGNATURE _____

RECORD LIEN AMOUNT OF $ 14309.75

WITH ALLY FINANCIAL

STREET PO BOX 8132

CITY, STATE COCKEYSVILLE MD ZIP 21030

SALE PRICE	16497.00
	N/A
	N/A
TRADE ALLOWANCE	N/A
TRADE DIFFERENCE	16497.00
CVR FEE	2.50
TOTAL	16499.50
IMF/TAXES	500.00
PAYOFF ON TRADE-IN	N/A
EXTENDED SERVICE AGREEMENT	1866.25
	N/A
LISC, TAG & TITLE FEE	55.00
CLOSING FEE	389.00
	N/A
PARTIAL PAYMENT	5000.00
TOTAL DUE OR FINANCED AT DELIVERY	14309.75

I authorize _____ to verify employment and credit history.

Buyer hereby acknowledges the receipt of a copy of this Retail Buyers Order and Invoice and certifies that the price label was affixed to the above described automobile on delivery.

"The information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale."

THIS CONTRACT IS NOT BINDING UPON DEALER WITHOUT AUTHORIZED MANAGEMENT SIGNATURE.

Dealer's new car warranty is shown in owner's manual. It is agreed that there are no other warranties, either expressed or implied, including any implied warranty of merchantability or fitness. In the event the car sold hereunder is a used car, it is agreed that the dealer assumes only such warranty obligations to Buyer as are set forth on the face of this order, or in a separate written instrument, if any.

I have read the terms and conditions above, and it is understood and agreed that all of such terms and conditions are a part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that the terms and conditions on the front comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized.

BUYER Signs in Ink	DATE 05/15/2019
MANAGER Signs in Ink	DATE 05/15/2019

Gmail Tunc Eren <tunceren283@gmail.com>

"Subaru of Chas." Scanned File

2 messages

salesprinter@crewschevrolet.com <salesprinter@crewschevrolet.com> Fri, Mar 1, 2024 at 9:22 AM
To: tunceren283@gmail.com

This E-mail was sent from "BDCLanierCopier" (IM C3000).

Scan Date: 03.01.2024 09:22:21 (-0500)
Queries to: salesprinter@crewschevrolet.com

20240301092223914.pdf
93K

T Eren <tunceren283@gmail.com> Sat, Mar 23, 2024 at 5:52 PM
To: Michael Patterson <michael@mptrial.com>
Cc: Melissa Pocock <melissa@mptrial.com>

Mr. Patterson,

I
Please see attached email below. This document is from Crews Subaru dealership which the vehicle was bought from, as you can see there is no Co-Buyer. This is the second form of forgery.

If you have any questions please let me know.

Thank you,
Tunc Eren
[Quoted text hidden]

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Michael E. Patterson, Jr.
Christopher C. Mingledorff
Mingledorff & Patterson, LLC
245 Seven Farms Drive
Suite 310, Box 13
Charleston, South Carolina 29492
(843) 471-1015
michael@mptrial.com
Attorneys for Appellant

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CASES

STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE RESPONDENT BREACHED HIS CONTRACT?

2. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE ITS ACTION AGAINST RESPSONDENT FOR QUANTUM MERUIT/UNJUST ENRICHMENT?

3. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE RESPONDENT CONVERTED APPELLANT'S PROPERTY?

STATEMENT OF THE CASE

Appellant is asking the Court of Appeals to reverse the decision of the Honorable Judge Jennifer McCoy (hereinafter the "Circuit Court" or "Judge McCoy"). .

On October 17, 2024, a bench trial was held before Judge McCoy. Appellant brought forth ten (10) causes of action, and Respondent brought forth a counterclaim. On October 29, 2024, Judge McCoy entered a verdict for Respondent as to all ten of Appellant's causes of action, stating that Appellant "failed to meet the burden of proof on any claims by a preponderance of the evidence." Regarding Respondent's counterclaim, Judge McCoy found for Appellant and stated that "the court finds [Respondent] failed to meet his burden of proof as to the requisite elements."

STANDARD OF REVIEW

This case was heard by the Circuit Court Judge at a bench trial without a jury. However, Appellant alleged various causes of action, which have different standards of review.

"When legal and equitable actions are maintained in one suit, each retains its own identity as legal or equitable for purposes of the applicable standard of review on appeal." Corley v. Ott, 326 S.C. 89, 92 n.1, 485 S.E.2d 97, 99 n.1 (1997); See also Consignment Sales, LLC v. Tucker Oil Co., 391 S.C. 266, 270, 705 S.E.2d 73, 75 (Ct. App. 2010).

Appellant's Complaint contained a cause of action for "Quantum Meruit/Unjust Enrichment". See p. 7-8 of the Complaint. "A proceeding in quantum meruit is equitable." See Columbia Wholesale Co. v. Scudder May N.V., 312 S.C. 259 n.1, 262, 440 S.E.2d 129, 131 n.1 (1994); QHG of Lake City, Inc. v. McCutcheon, 360 S.C. 196, 202, 600 S.E.2d 105, 107-08 (Ct. App. 2004) (applying an equitable standard of review to an action in quantum meruit).

"In an action at equity, tried by a judge alone, an appellate court may find facts in accordance with its own view of the preponderance of the evidence." Inlet Harbour v. S.C. Dep't of Parks, Rec. & Tourism, 377 S.C. 86, 91, 659 S.E.2d 151, 154 (2008). "We review factual findings and legal conclusions in an equitable action de novo." Lewis v. Lewis, 392 S.C. 381, 388–89, 709 S.E.2d 650, 653–54 (2011). "However, we are not required to disregard the findings of the trial judge who saw and heard the witnesses and was in a better position to judge their credibility." Straight v. Goss, 383 S.C. 180, 192, 678 S.E.2d 443, 449 (Ct. App. 2009). "Moreover, the appellant is not relieved of his burden of convincing the appellate court the trial judge committed error in his findings." Pinckney v. Warren, 344 S.C. 382, 387-88, 544 S.E.2d 620, 623 (2001). "[W]hen an appellate court chooses to find facts in accordance with its own view of the evidence, the court

must state distinctly its findings of fact and the reason for its decision." Dearybury v. Dearybury, 351 S.C. 278, 283, 569 S.E.2d 367, 369 (2002).

"An action for breach of contract seeking money damages is an action at law." Eldeco, Inc. v. Charleston County Sch. Dist., 372 S.C. 470, 476, 642 S.E.2d 726, 729 (2007); See also Electro Lab of Aiken, Inc. v. Sharp Constr. Co. of Sumter, Inc., 357 S.C. 363, 367, 593 S.E.2d 170, 172 (Ct.App.2004). "An action for conversion is an action at law." Blackwell v. Blackwell, 289 S.C. 470, 471, 346 S.E.2d 731, 732 (Ct.App.1986). "On appeal of an action at law tried without a jury, the findings of fact of the trial court will not be disturbed unless found to be without evidence which reasonably supports the trial court's findings." Townes Assocs., Ltd. v. City of Greenville, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976). "Stated another way, the trial court's findings of fact will not be disturbed on appeal unless wholly unsupported by the evidence or unless it clearly appears the findings were influenced or controlled by an error of law." Butler Contracting, Inc. v. Court St., LLC, 369 S.C. 121, 127, 631 S.E.2d 252, 255 (2006). "In such a case, the trial court's findings are equivalent to a jury's findings in a law action." Id. "Of course, we review de novo the trial court's legal conclusions in an action at law." Temple v. Tec-Fab, Inc., 381 S.C. 597, 599-600, 675 S.E.2d 414, 415 (2009). However, "[Q]uestions concerning credibility and the weight to be accorded evidence are exclusively for the trial court." Ward v. West Oil Co., 379 S.C. 225, 238, 665 S.E.2d 618, 625 (Ct.App.2008).

STATEMENT OF FACTS

Appellant is engaged in the chemical manufacture and supply business. On or about February 26, 2018, Respondent began working for a company affiliated with Appellant in Turkey. On or about March or April of 2019, Respondent was offered a position with Appellant in South Carolina. Appellant then paid for Respondent's travel from Turkey to Berkeley County, South Carolina.

Once Claimant relocated to Berkeley County, South Carolina, on or about May 1, 2019, Appellant and Respondent entered into and executed an employment contract (hereinafter the "Contract"). Pursuant to the Contract, Respondent was employed by Appellant as General Manager for Appellant's facility in South Carolina. Respondent was the highest-ranking employee for Appellant in South Carolina. In order to aid Respondent in his role as General Manager, Appellant provided him with resources and corporate benefits, including, but not limited to:

a. A laptop computer (hereinafter the "Laptop") containing proprietary and confidential information.

b. A cellular mobile phone (hereinafter the "Cell Phone").

c. Rent payments on a monthly basis for Respondent's apartment (hereinafter the "Rent Payments").

d. Payment of the security deposit for Respondent's apartment (hereinafter the "Security Deposit") in the amount of $2,239.08.

e. A motor vehicle (hereinafter the "Vehicle") for which Appellant paid $5,000.00 as a down payment. Additionally, Appellant made all of the monthly payments ($465.65 per month) for the Vehicle and also paid for the insurance on the on the Vehicle. However, unbeknownst to Appellant, Respondent titled the Vehicle in his name only.

On February 12, 2020, Appellant advised Respondent it would not be renewing Respondent's Contract once it expired on May 1, 2020. On March 9, 2020, Respondent made an unauthorized and unapproved withdrawal from Appellant's bank account in the amount of $21,042.57. The very next day, on March 10, 2020, knowing his employment with Appellant would not be renewed, Respondent resigned from his employment with Appellant. After Respondent's March 10, 2020 resignation, without authorization or approval from Appellant, Respondent made an unauthorized payment out of Appellant's bank account in the amount of $10,730.61 to pay off the Vehicle.

In the days after Respondent's resignation, Appellant learned Respondent withdrew and/or caused to be paid to a third party the sum of $31,773.18, which is the sum of the March 9, 2020, $21,042.57 withdrawal and the $10,730.61 payment for the Vehicle. After Respondent resigned from Appellant's employ, he also collected the Security Deposit and has not returned it to Appellant.

As General Manager, Respondent was in charge of numerous day-to-day tasks, including setting up the phone lines for Appellant's facility in South Carolina. Upon information and belief, rather than set up the phone lines in Appellant's corporate name, Respondent set up the phone lines in his own personal name (hereinafter the "Phone Account"). Following Respondent's resignation, Appellant learned it was unable to access important Phone Account information as a result of Respondent's actions. Appellant was required to set up an entirely new account with new phone numbers, which cost time and money. Moreover, Appellant spent time and money on marketing materials which contained the old phone number. As a result of Respondent's actions, these marketing materials with the old phone number could no longer be utilized and Appellant had to pay for new marketing materials that would contain the new phone number.

Since Respondent's resignation, Appellant has made numerous attempts to contact Respondent to recover the Laptop, the Cell Phone, the Security Deposit, the Vehicle, and the $31,773.18, all of which Respondent has either illegally taken and/or withheld from Appellant. Additionally, following his resignation, Respondent filed a frivolous and malicious claim with the South Carolina Department of Labor ("SCDOL"). As a result of this claim, Appellant was required to spend unnecessary time and money defending itself against Respondent's allegations. Ultimately, Respondent's claim was unfounded by the SCDOL investigator. Moreover, the SCDOL investigator agreed Respondent has improperly retained the Vehicle, and the investigator also determined Respondent improperly withdrew $21,042.57 from Appellant's bank account. On November 2, 2020, Appellant served Respondent with a letter demanding return of the Laptop, the Cell Phone, the Security Deposit, the Vehicle, and the $31,773.18, which the Respondent took from Appellant without authorization.

To date, Respondent has not returned the Laptop, the Cell Phone, the Security Deposit, the Vehicle, and/or the $31,773.18 to Appellant.

ARGUMENTS

1. RESPONDENT WAS UNJUSTLY ENRICHED WHEN HE USED APPELLANT'S FUNDS FOR UNAUTHORIZED PURPOSES, RETAINED APPELLANT'S FUNDS HE WAS NOT ENTITLED TO, AND WHEN HE RETAINED AND SOLD APPELLANT'S COMPANY VEHICLE THAT WAS PAID FOR ENIRELY BY APPELLANT.

Under South Carolina law, a party may be unjustly enriched when it has and retains benefits or money which in justice and equity belong to another. Ellis v. Smith Grading and Paving, Inc., 294 S.C. 470, 473, 366 S.E.2d 12, 14 (Ct.App.1988). Unjust enrichment is an equitable doctrine which permits the recovery of that amount the defendant has been unjustly enriched at the expense of the plaintiff. Id.

Furthermore, a party can be unjustly enriched when it has and retains benefits or money which belong to another. Dema v. Tenet Physician Servs.-Hilton Head, Inc., 383 S.C. 115, 678 S.E.2d 430, 434 (2009).

To recover for unjust enrichment, a plaintiff must show: (1) a benefit conferred upon the defendant by plaintiff; (2) realization of that benefit by the defendant; and (3) retention by the defendant of the benefit under conditions that make it unjust for it to retain the benefit. Brooks v. GAF Materials Corp., 41 F. Supp. 3d 474, 485 (D.S.C. 2014) (citing Ellis v. Smith Grading & Paving, Inc., 294 S.C. 470, 366 S.E.2d 12, 15 (S.C.Ct.App.1988)).

Appellant and Respondent maintained an employee and employer relationship that began on May 1, 2019, and ended on March 10, 2020, when Respondent resigned from AKPA. See Appellant's Exhibit 7.

Furthermore, the Appellant provided Respondent with the Laptop, the Cell Phone, the Vehicle, the Rent Payments, and the Security Deposit, pursuant to the employee and employer relationship.

During his employment, Respondent knowingly and voluntarily accepted the company property provided by Appellant. However, following Respondent's resignation, Respondent took actions to unjustly retain Appellant's property without paying any value to Appellant whatsoever; including, but not limited to, the following:

a. Failing to return the laptop;

b. Failing to return the Cell Phone;

c. Taking the Security Deposit; (See Appellant's Exhibits 1 & 8).

d. Failing to return the Vehicle; (See Appellant's Exhibits 4 & 5)

e. Taking $10,730.61 from Appellant's bank account to pay off the balance of the Vehicle without Appellant's authorization or approval; (See Appellant's Exhibit 3)

f. Taking $21,042.57 from Appellant's bank account without Appellant's authorization or approval; and (See Appellant's Exhibit 3)

g. Failing to properly set up the Phone Account in Appellant's name.

Respondent was employed by Appellant as General Manager for Appellant's facility in South Carolina. Respondent was the highest-ranking employee for Appellant in South Carolina. In order to aid Respondent in his role as General Manager, Appellant provided him with resources and corporate benefits, including, but not limited to a vehicle, an apartment, a laptop and a cell phone with the intention that these items would be used to further the Appellant's business.

Appellant provided Respondent with a vehicle and paid for the down payment, each monthly lease payment, as well as for the insurance for the vehicle.

Appellant provided Respondent with a cell phone and laptop containing proprietary and confidential information for the use in operations of the Appellant's business in South Carolina.

The Appellant provided Respondent with access to their bank account so that Respondent could purchase items necessary for the running of Appellant's business.

As Respondent was acting as the sole representative of the Appellant in South Carolina, the Appellant purchased and provided Respondent with an Apartment for him to live in. Appellant paid the down payment, the security deposit, as well as the monthly lease payments on the apartment.

On February 12, 2020, Appellant advised Respondent it would not be renewing Respondent's Contract once it expired on May 1, 2020.

On March 9, 2020, Respondent made an unauthorized and unapproved withdrawal from Appellant's bank account in the amount of $21,042.57. (See Appellant's Exhibit 3) This amount has been retained by Respondent and not returned to Appellant.

The very next day, on March 10, 2020, knowing his employment with Appellant would not be renewed, Respondent resigned from his employment with Appellant.

After Respondent's March 10, 2020, resignation, without authorization or approval from Appellant, Respondent made an unauthorized payment out of Appellant's bank account in the amount of $10,730.61 to pay off the Vehicle. (See Appellant's Exhibit 3)

Despite the fact the down payment for the vehicle, each monthly payment, and the insurance was paid by the appellants, Respondent, without the knowledge or approval of the Appellants, titled the vehicle in his name. Accordingly, once Respondent used Appellants bank account to pay off the vehicle, the vehicle was then retained by the Respondent.

Appellant paid for an apartment for the Respondent and paid the security deposit and each month's rent. Despite that, after his resignation, Respondent retained the security deposit and did not return it to the Appellants.

The benefits conferred upon the Respondent by the Appellant were not for his own personal use or for his financial benefit, but were conferred upon Respondent in order to help facilitate the operations of Appellant's business in South Carolina. Furthermore, the respondent was unjustly enriched to the expense of the Appellant through his retention of the Appellants property and money.

Accordingly, the trial court erred in determining that there was insufficient evidence to prove that Respondent had been unjustly enriched.

2. RESPONDENCT CONVERTED APPELLANT'S PROPERTY WHEN, WITHOUT AUTHORIZATION, HE USED APPELLANT'S FUNDS TO PAY FOR HIS RENT, RETAINED SECURITY DEPOSIT PAID WITH APPELLANT'S FUNDS, AND WHEN HE RETAINED APPELLANT'S COMPANY VEHICLE THAT WAS PAID FOR ENTIRELY BY APPELLANT.

Under South Carolina law, "[c]onversion is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights." Crane v. Citicorp Nat'l Servs., Inc., 313 S.C. 70, 437 S.E.2d 50, 52 (1993). Additionally, "[m]oney may be the subject of conversion when it is capable of being identified." SSI Med. Serv's, Inc. v. Cox, 301 S.C. 493, 392 S.E.2d 789, 792 (1990).

The Appellant provided Respondent with access to their bank account so that Respondent could purchase items necessary for the running of Appellant's business.

As Respondent was acting as the sole representative of the Appellant in South Carolina, the Appellant purchased and provided Respondent with an Apartment for him to live in. Appellant paid the down payment, the security deposit, as well as the monthly lease payments on the apartment.

On February 12, 2020, Appellant advised Respondent it would not be renewing Respondent's Contract once it expired on May 1, 2020.

On March 9, 2020, Respondent made an unauthorized and unapproved withdrawal from Appellant's bank account in the amount of $21,042.57. (See Appellant's Exhibit 3) This amount has been retained by Respondent and not returned to Appellant.

The very next day, on March 10, 2020, knowing his employment with Appellant would not be renewed, Respondent resigned from his employment with Appellant.

After Respondent's March 10, 2020, resignation, without authorization or approval from Appellant, Respondent made an unauthorized payment out of Appellant's bank account in the amount of $10,730.61 to pay off the Vehicle. (See Appellant's Exhibit 3)

Despite the fact the down payment for the vehicle, each monthly payment, and the insurance was paid by the appellants, Respondent, without the knowledge or approval of the Appellants, titled the vehicle in his name. Accordingly, once Respondent used Appellants bank account to pay off the vehicle, the vehicle was then retained by the Respondent. Appellants asked numerous times to get the vehicle back and Respondent refused. Respondent then sold the vehicle and moved to Florida. Respondent never returned the company vehicle to Appellant and then sold the vehicle without Appellant's authorization. Respondent then never provide Appellant with the proceeds from the sale of the company vehicle.

Appellant paid for an apartment for the Respondent and paid the security deposit and each month's rent. Despite that, after his resignation, Respondent retained the security deposit and did not return it to the Appellants.

Accordingly, the trial court erred in determining that there was insufficient evidence to prove that Respondent converted Appellant's property.

3. RESPONDENT BREACHED HIS CONTRACT WHEN HE USED APPELLANT'S FUNDS FOR UNAUTHORIZED PURPOSES.

In South Carolina, in order to prove a breach of contract, a Plaintiff must show: (1) the existence of a contract, (2) a breach of that contract, and (3) damages caused by the breach. Austin v. Orangeburg Homes, LLC, No. 5:20-CV-3406-SAL, 2021 WL 4227498, at (D.S.C. Sept. 16, 2021) (citing S. Glass & Plastics Co. v. Kemper, 399 S.C. 483, 491–92, 732 S.E.2d 205, 209 (Ct. App. 2012)).

Pursuant to the Contract, Appellant provided Respondent with an apartment, paid all rent payments and paid the security deposit.

Pursuant to the Contract, Appellant provided Respondent with a vehicle and paid for the down payment, each monthly lease payment, as well as for the insurance for the vehicle.

Pursuant to the Contract, Appellant provided Respondent with a cell phone and laptop containing proprietary and confidential information for the use in operations of the Appellant's business in South Carolina.

The Appellant provided Respondent with access to their bank account so that Respondent could purchase items necessary for the running of Appellant's business.

As Respondent was acting as the sole representative of the Appellant in South Carolina, the Appellant purchased and provided Respondent with an Apartment for him to live in. Appellant paid the down payment, the security deposit, as well as the monthly lease payments on the apartment.

On February 12, 2020, Appellant advised Respondent it would not be renewing Respondent's Contract once it expired on May 1, 2020.

On March 9, 2020, Respondent made an unauthorized and unapproved withdrawal from Appellant's bank account in the amount of $21,042.57. (See Appellant's Exhibit 3) This amount has been retained by Respondent and not returned to Appellant.

The very next day, on March 10, 2020, knowing his employment with Appellant would not be renewed, Respondent resigned from his employment with Appellant.

After Respondent's March 10, 2020, resignation, without authorization or approval from Appellant, Respondent made an unauthorized payment out of Appellant's bank account in the amount of $10,730.61 to pay off the Vehicle. (See Appellant's Exhibit 3)

Despite the fact the down payment for the vehicle, each monthly payment, and the insurance was paid by the appellants, Respondent, without the knowledge or approval of the Appellants, titled the vehicle in his name. Accordingly, once Respondent used Appellants bank account to pay off the vehicle, the vehicle was then retained by the Respondent.

Appellant paid for an apartment for the Respondent and paid the security deposit and each month's rent. Despite that, after his resignation, Respondent retained the security deposit and did not return it to the Appellants.

The benefits conferred upon the Respondent by the Appellant were not for his own personal use or for his financial benefit, but were conferred upon Respondent in order to help facilitate the operations of Appellant's business in South Carolina.

Accordingly, the trial court erred in determining that there was insufficient evidence to prove that Respondent breached the Contract

CONCLUSION

For all of the foregoing reasons, the Circuit Court's decision should be reversed as stated herein.

June 25, 2025

/s/ Michael E. Patterson, Jr.
Michael E. Patterson, Jr.
Christopher C. Mingledorff
245 Seven Farms Drive
Suite 310, Box 13
Charleston, SC 29492
(843) 471-1015
Attorney for Appellant

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE BERKELEY COUNTY
COURT OF COMMON PLEAS

The Honorable Jennifer McCoy, Circuit Court Judge

Appellate Case No.: 2024-002032
Case No.: 2021-CP-08-00087

PROOF OF SERVICE

I certify that I have served the *Initial Brief of Appellant* by forwarding via electronic mail and electronic filing and/or U.S. mail on June 25, 2025 addressed to the Respondent, Tunc Eren, to the South Carolina Court of Appeals, and to the Berkeley County Court of Common Pleas at the following:

Tunc Eren
2966 Scout St.
Saint Cloud, FL 34771
Telephone: (843) 642-9334
tunceren283@gmail.com
Respondent

Berkeley County Court of Common Pleas
c/o Clerk of Court
300-B California Ave.
Moncks Corner, SC 29461
Case No. 2021-CP-08-00087

South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211
ctappfilings@sccourts.org

s/Michael E. Patterson, Jr.
S.C. Bar No.: 78437
Mingledorff & Patterson, LLC
245 Seven Farms Dr., Ste. 310, Box 13
Charleston, SC 29492
Telephone: (843) 471-1015
E-mail: michael@mptrial.com
Attorney for Appellant

June 25, 2025
Charleston, South Carolina

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM BERKELEY COUNTY

COURT OF COMMON PLEASE

The Honorable Jennifer McCoy, Circuit Court Judge

Case No. 2021-CP-08-00087

Appellate Case No. 2024-002032

Tunc Eren …….Respondent,

AKPA Chemicals US, Inc……..Appellant

CERTIFICATE OF SERVICE

I hereby certify that on this **21st day of July, 2025,** a true and correct copy of the foregoing AMENDED SUPPLEMENTAL MOTION TO DISMISS APPEAL was served via **U.S. Mail and/or electronic mail** all parties mentioned below.

JULY 21, 2025

Tunc Eren

Tunc Eren
2966 Scout Street
Saint Cloud FL 34771
Telephone: (843) 642-9334

Email: tunceren283@gmail.com

Pro Se Respondent

Other Party of Record:

Michael E. Patterson, Jr.

Mingledorff & Patterson, LLC

245 Seven Farms Dr., Ste. 310, Box 13

Charleston, SC 29492

Telephone: (843) 471-1015

Email: michael@mptrial.com

Attorney for Appellant