

THE STATE OF SOUTH CAROLINA  
In the Appellate Court

105545

APPEAL FROM HORRY COUNTY  
David P. Caraker, Circuit Court Judge

RECEIVED

Circuit Court Judge

AUG 18 2025

SC Court of Appeals

Sam Investment Properties, LLC, n/k/a Archangel Investments LLC,  
Respondent,

v.

Stephanie Hatton and Brandon Deubell, Appellants.

Appellate Case No. 2025-000445

Motion to amend Appellants' initial Brief

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6/11/2025

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In the Court of Appeals

Appeal from Horry County

Court of Common Pleas

Honorable David P. Caraker/ Circuit Court Judge

Appellate Case No. 2025-000445

Sam Investment Properties, LLC, n/k/a Archangel Investments, LLC,

Respondent,

v.

Stephanie Hatton and Brandon Deubell,

Appellants.

Appellate Case No. 2025-000445

**MOTION TO AMMEND APPELLANTS' INITIAL BRIEF**

To the Honorable South Carolina Court of Appeals:

COME NOW Stephanie Hatton and Brandon Deubell, Pro Se Appellants, pursuant to Rules 211(c) and 240 of the South Carolina Appellate Court Rules (SCACR), and respectfully move to amend their Initial Brief of Appellants, previously filed with this Court, to correct clerical, editorial, and typographical errors. The amendments are

necessary to ensure accuracy, clarity, and professionalism without altering the substantive arguments or issues presented.

### **Grounds for the Motion**

Upon review, Appellants identified several clerical, editorial, and typographical errors in the Initial Brief that, if uncorrected, could cause confusion or detract from its clarity and professionalism. These errors are non-substantive but critical to accurately reflect the involvement of both Appellants, Stephanie Hatton and Brandon Deubell, and the case's procedural and factual context. The corrections are detailed in the attached redlined version of the brief (Exhibit A) and incorporated into the clean amended brief (Exhibit B), and include the following:

#### **1. Incorrect Use of Singular "Appellant" Instead of Plural "Appellants":**

The brief inadvertently uses "Appellant" or "Appellant's" instead of "Appellants" or "Appellants'" when referring to both Appellants, potentially misrepresenting the parties. Corrections include:

- **Page 6:** In the Statement of Issues on Appeal, "prejudiced Appellant, violating S.C. Code Ann. § 27-40-410(a)(b)" corrected to "prejudiced Appellants, violating S.C. Code Ann. § 27-40-410(a)(b)."
- **Page 6:** "pre-existed Appellant's tenancy" corrected to "pre-existed Appellants' tenancy" in the Statement of Issues on Appeal for Painting and Cleaning.
- **Page 17** Appellants'" to "Appellants" The landlord evicted Appellants'

- **Page 31:** “pre-existed Appellant’s tenancy” corrected to “pre-existed Appellants’ tenancy” in the Argument section for Painting and Cleaning, under “Normal Wear and Tear.”
- **Page 35:** “prejudiced Appellant” corrected to “prejudiced Appellants” in the Argument section for Painting and Cleaning, under “Non-Itemized and Undisclosed Awards Lack Credible Evidence.”
- **Page 38:** “Appellant respectfully requests” corrected to “Appellants respectfully request” and “attributed... to Appellant” corrected to “attributed... to Appellants” in the Conclusion for Painting and Cleaning.
- **Page 39:** “Appellant further requests an award of triple the withheld security deposit” corrected to “Appellants further request an award of triple the withheld security deposit” in the Conclusion.

## 2. **Incorrect Citation References:**

The brief contains an error in a transcript citation, corrected to align with the trial record:

- Page 19: Testimony citation “Tr. 9:5–12” corrected to “Tr. 10:5–12” in the Statement of Facts for the AC/Heater Unit section, regarding the Respondent’s claim for replacement costs of two Koldfront AC/heater units.

## 3. **Formatting and Structural Errors:**

The brief includes inconsistent formatting, revised for clarity and consistency:

- **Page 13:** Argument points in the rent award section restructured from numbered points (1, 2, 3) to lettered subheadings “A, B, C” to improve readability and organization.
- **Page 35:** Heading “Non-Itemized and Undisclosed Awards Lack Credible Evidence and Prejudiced the Appellant’s” corrected to “Non-Itemized and Undisclosed Awards Lack Credible Evidence and Prejudiced the Appellants” to remove the misplaced apostrophe.

#### 4. Clarity and Redundancy Issues:

Certain phrases were revised or removed for clarity:

- **Page 16:** In the double recovery argument, the phrase “and \$730.72 covers July’s use” deleted to streamline the argument that re-rental proceeds fully mitigated the July rent obligation, avoiding potential confusion.
- **Page 17:** In the Argument section for Rent Award, under Simon v. Kirkpatrick, “absolves” corrected to “tenants are not liable for” to enhance clarity regarding the legal effect of lease termination (139 S.E. at 618).

#### 5. Incorrect Wording:

- **Page 23:** In the AC/Heater Unit Argument section, “\$495.72 for one unit” corrected to “\$495.72 for each unit” to accurately reflect the Respondent’s claim seeking \$991.44 for two AC/heater units, consistent with testimony (Tr. 10:5–12).

These amendments, as shown in Exhibit A (redlined brief) and Exhibit B (clean amended brief), do not alter the substantive legal arguments, introduce new issues, or expand the scope of the appeal. They are necessary to correct inaccuracies, ensure proper representation of both Appellants, and align the brief with the trial record and applicable legal authorities. The amendments will not prejudice the Respondent, as they refine existing arguments and evidence already presented in the trial court proceedings, ensuring a clear and accurate presentation for this Court's review.

### **Legal Basis for Amendment**

Rule 211(c), SCACR, permits amendments to appellate briefs to correct errors or clarify arguments, provided the amendments do not prejudice the opposing party or unduly delay the proceedings. Similarly, Rule 240, SCACR, allows motions for relief in the interests of justice. The proposed changes are minor, corrective in nature, and aimed at ensuring the Court's consideration of an accurate and complete brief. The corrections enhance the clarity and accuracy of Appellants' position without altering the fundamental issues on appeal, consistent with the standard for appellate review. See *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 37–39, 691 S.E.2d 135, 142–143 (2010) (emphasizing the importance of accurate evidentiary records in appellate review).

### **Request for Relief**

Appellants respectfully request that this Court grant leave to file the amended brief, incorporating the corrections detailed in Exhibit A and presented in Exhibit B, The Amended Initial Brief, and accept the amended brief for consideration in this appeal. Appellants have attached a redlined version of the brief (Exhibit A) and a clean

amended brief (Exhibit B) for the Court's review. Appellants further request any additional instructions regarding the submission process or deadlines for filing the amended brief. If required, Appellants are prepared to serve a copy of this motion and the amended brief on the Respondent's counsel and certify such service to the Court.

Respectfully submitted

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**Exhibit A:**

**Redlined Brief Excerpts**

Below are the redlined excerpts from the Initial Brief of Appellants, exactly as provided in your input, showing the corrections for court submission. Page 6: Statement of Issues on Appeal (Painting and Cleaning)

- Did the Circuit Court err in awarding Respondent \$1,500 for painting and \$300 for cleaning, as both awards rely on non-itemized invoices not disclosed until trial, lack credible evidence under the “any evidence” standard, include un-awarded and double-billed charges, and prejudiced Appellant **Appellants**, violating S.C. Code Ann. § 27-40-410(a)(b)?
- Did the Circuit Court err in awarding Respondent \$1,500 for painting and \$300 for cleaning when substantial evidence shows the apartment’s deteriorated condition, including mold, warped walls, and filth, pre-existed Appellant’s **Appellants’** tenancy and was not caused by tenant damage, violating S.C. Code Ann. § 27-40-410(a)?

Page 13: Argument (Rent Award)

The Circuit Court erred in awarding \$1,300 for July 2022 rent, as (1) **A.** the Respondent’s re-rental proceeds fully mitigated all post-eviction rent losses, including the July period, per U.S. Rubber Co. v. White Tire Co., 231 S.C. 84, 95, 97 S.E.2d 403, 408–409 (1956); (2) **B.** the June 2022 eviction terminated the lease, negating future rent obligations, under Simon v. Kirkpatrick, 141 S.C. 251, 139 S.E. 614 (1927); and (3) **C.** the \$1,300 award constitutes double recovery, as re-rental proceeds and repair

damages exceed the lease obligation, violating *Collins Entertainment Corp. v. Coats & Coats Rental Amusements*, 355 S.C. 125, 584 S.E.2d 120 (Ct. App. 2003), and S.C. Code Ann. §§ 27-40-30, 27-40-50 (2024).

1. Full Mitigation Under U.S. Rubber. **A. Full Mitigation Under U.S. Rubber.**
2. Lease Termination Under *Simon v. Kirkpatrick*. **B. Lease Termination Under *Simon v. Kirkpatrick*.**
3. Double Recovery Violates *Collins Entertainment* and §§ 27-40-30, 27-40-50. **C. Double Recovery Violates *Collins Entertainment* and §§ 27-40-30, 27-40-50.**

**Page 16:** Argument (Rent Award, Double Recovery)

...as the Respondent was compensated for July rental, awarding the \$1,300.00 violated the mitigation duty implicit in § 27-40-50. Even if July was un-rentable due to repairs, *U.S. Rubber*, 231 S.C. at 95, 97 S.E.2d at 408-409, and S.C. Code Ann. § 27-40-730(c) credit re-rental proceeds across the term, and \$730.72 covers July's use. The \$1,300 award violates *Collins Entertainment* and §§ 27-40-30, 27-40-50, and must be reversed.

**Page 17:** Argument (Rent Award, *Simon v. Kirkpatrick*)

139 S.E. at 618. [~~Corrected "absolves" to "tenants are not liable for" for clarity.~~] The landlord evicted Appellants' Appellants in June 2022,

**Page 19:** Statement of Facts (AC/Heater Unit)

Respondent Katy Seabrook, the property manager, claimed two Koldfront AC/heater units (model WAC8001W) (Respondent Check Exhibit 2; p. 4) in the rental property were damaged and required replacement, seeking \$991.44 for both units (Tr. 9:5–12 Tr.

10:5–12). **Page 23:** Argument (AC/Heater Unit)

The Respondent sought \$495.72 for one **each** unit but provided only an advertisement,

not a receipt, to substantiate costs (Tr. 10:5–12; 13:22–24) S.C. Code Ann. § 27-40-710(c); S.C. Code Ann. § 27-40-750; S.C. Code Ann. § 27-40-50(a).

**Page 31:** Argument (Painting and Cleaning, Normal Wear and Tear)

The Trial Court erred in awarding Respondent \$1,500 for painting and \$300 for cleaning, as substantial evidence shows the apartment's deteriorated condition—mold, warped walls, dirt, and un-cleaned AC units—pre-existed Appellant's **Appellants'** tenancy and was not caused by tenant damage, violating S.C. Code Ann. § 27-40-410(a)...

**Page 35:** Argument (Painting and Cleaning, Non-Itemized Awards)

Header

III. Non-Itemized and Undisclosed Awards Lack Credible Evidence and Prejudiced the Appellant **Appellants**

The Trial Court erred in awarding Respondent \$1,500 for painting and \$300 for cleaning, as both awards rely on non-itemized invoices not disclosed until trial, lack credible evidence, include un-awarded and double-billed charges, and prejudiced Appellant **Appellants**, violating S.C. Code Ann. § 27-40-410(a) and (b).Page 38:

**Conclusion** (Painting and Cleaning)

Appellant **Appellants** respectfully requests request that this Court reverse the Trial Court's awards of \$1,500 for painting and \$300 for cleaning, as the Trial Court abused its discretion by attributing pre-existing conditions, normal wear and tear, and non-itemized charges to Appellant **Appellants**, violating S.C. Code Ann. §§ 27-40-410(a) and (b)...

Page 39: Conclusion (Security Deposit)

Appellant **Appellants** further requests request an award of triple the withheld security deposit under S.C. Code Ann. § 27-40-410(b) for Respondent's failure to provide itemized notice within thirty days, as Respondent's uncorroborated claims of cat urine odor and excessive filth are contradicted by three witnesses (Tr. 39:11-18; 61:9-11; 69:4-12).

Certificate of Service

THE STATE OF SOUTH CAROLINA

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Appellate Case No. 2025-000445

We do certify that the Motion for extension of time to file Appellants' Brief was put in the USPS mail and sent to Respondents Counsel Jay G. Anderson, 4447 Highway 17 Business, PO Box 969, Murrells Inlet, South Carolina, 29576 August 14, 2025.

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