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SC Court of Appeals

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM GREENVILLE
COUNTY
Court of Common Pleas

Alex Kinlaw, Circuit Court Judge

AppellateCase No. 2024-001914

J. Mereinda Fisher, Individually, and as Respondent,
Member of Fisher and Reid. LLC,

V.

Respondent

Cynthia J. Glenn, individually, and as
Member of Fisher and Reid. LLC, and
Carolina Birth Center, LLC d/b/a
- Carolina Water Birth, Defendants,

,

Of which Cynthia J. Glenn, individually, and as
Member of Fisher and Reid, LLC is the Appellant

Cynthia-J: Glenn ™ Su Juris
411 West Main Street, ICO Unit 87
Gray Court, South Carolina 29645
864.350.2830
Appealing

Daniel R. Hughes
dhughes@dugganhughes.com
457-B Pennsylvania Avenue (29650)
Greer, SC 29652
Tel: (864) 334-2500
Attorney for Respondent

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-_____
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**SUMMONS**
	)	
vs.	)	(Jury Trial Demanded)
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you, and to serve a copy of your Answer to the Complaint on the undersigned at 457-B Pennsylvania Avenue (29650), P.O. Box 449, Greer, South Carolina, 29652-0449, within thirty (30) days after the date of service of the Complaint, exclusive of the day of service. If you fail to answer the Complaint within Thirty (30) Days, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes

Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
Post Office Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149
ATTORNEY FOR PLAINTIFF

Date: April 6, 2022
Greer, South Carolina

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-_____
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**COMPLAINT**
	)	
vs.	)	(Jury Trial Demanded)
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

TO THE DEFENDANTS NAMED ABOVE:

The Plaintiff, J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC (hereinafter "Plaintiff"), complaining of the Defendants, Cynthia J. Glenn ("Glenn"), individually, and as Member of Fisher and Reid, LLC ("F&R"), and Carolina Birth Center, LLC ("CBC") (collectively, hereinafter the "Defendants"), by and through her undersigned counsel, would respectfully show unto this Honorable Court as follows:

INTRODUCTION

1. This action arises out of a joint venture between Plaintiff and Glenn to establish a birth center known as Carolina Birth Center, Glenn's misrepresentations to Plaintiff regarding the joint venture, and Glenn's efforts to exclude and alienate Plaintiff from the joint venture. The known actions of Glenn as outlined in this lawsuit constitute, among other things, a breach of her fiduciary duty to Glenn, breach of contract, negligent misrepresentation, and the improper

exclusion of Plaintiff from property owned by F&R, a LLC in which both Plaintiff and Glenn are equal members. The foregoing acts, among others, entitle the Plaintiff to recover actual, compensatory, and punitive damages, and other equitable relief.

THE PARTIES

2. Plaintiff is a citizen and resident of the State of South Carolina, County of Spartanburg.

3. F&R is a South Carolina limited liability company existing and operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. Plaintiff and Glenn are equal Members of F&R.

4. Glenn is citizen and resident of the State of South Carolina, County of Laurens.

5. CBC is a South Carolina limited liability company operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. CBC is in the business of providing a birthing center by licensed midwives.

JURISDICTION AND VENUE

6. The Court has jurisdiction over this action and venue is proper in Greenville County, South Carolina.

FACTUAL BACKGROUND

7. Plaintiff has been a licensed midwife ("LM") since 1993 and a certified professional midwife ("CPM") since the mid-1990s. In February 2021, Glenn approached Plaintiff and asked if Plaintiff was interested in establishing a birth center known as Carolina Birth Center (hereinafter "the Business"). Plaintiff agreed and they began to search for a location for the birth center. Plaintiff left her job as a property manager to devote her time and attention to developing the Business.

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8. Glenn is also a LM and had previously operated a birth center under CBC d/b/a Carolina Water Birth.

9. On June 11, 2021, Plaintiff and Glenn purchased property for the birth center located at 111 Commons Way, Greenville, SC 29611 ("the facility") under F&R for a purchase price of $140,000.00. Plaintiff and Glenn paid an equal amount for the facility. In addition, Plaintiff paid an additional $15,561.03 for improvements to the facility and her husband, a sub-contractor, made additional improvements at a cost of $4,230.00. Including her closing costs, Plaintiff incurred $90,621.09 in expenses for the facility.

10. Birthing centers by midwifes are licensed through the Department of Health and Environmental Control (DHEC). Therefore, upon the purchase of the facility, it was necessary for Plaintiff and Glenn to obtain a DHEC license to operate the birth center. Glenn pursued the license under Carolina Birth Center, LLC, but promised to the Plaintiff that she would add Plaintiff as a Member to the LLC so that Plaintiff could deliver babies under the DHEC license.

11. Between February 2021 and December 2021, Plaintiff and Glenn held themselves out as a joint venture for the Business. The existence of the joint venture is supported by the following acts and events:

a. Plaintiff and Glenn opened a bank account identified as *Fisher & Reid, LLC d/b/a Carolina Birth Center,* which was used by both Plaintiff and Glenn as the operating account for the Business.

b. Between June 2021 and December 2021 all of the births at the facility were performed together and the profits split equally with the exception of Plaintiff's and Glenn's respective clients they had prior to starting the Business.

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c. Plaintiff's and Glenn's names were on the company business card and both were listed on the Business website at www.carolinawaterbirth.com.

d. Between June and December 2021, Plaintiff asked Glenn repeatedly to add her to the address change application for CBC through DHEC. Initially, Glenn's response was that adding her to the license would create additional requirements for the license to be approved, but that she would be added once the license was approved. Plaintiff justifiably relied on Glenn's position at that time. However, when the new license was finally issued on December 23, 2021, Glenn advised Plaintiff that they had to enter into a written partnership agreement before she would add the Plaintiff to the DHEC license. According to Plaintiff's conversations with DHEC, adding her as a member of your existing LLC would not affect the license issued to the facility.

e. In December 2021, Glenn demanded that the parties have a written Partnership Agreement, and Glenn's proposed partnership agreement describes the Business as a "joint venture."

12. Initially, Plaintiff was willing to enter into a partnership agreement with acceptable terms to protect the rights of both Plaintiff and Glenn. However, as soon as Plaintiff began negotiations regarding the agreement, Glenn resisted, ramped up her efforts to exclude and alienate Plaintiff from the Business, and even alleged that the parties never formed a joint venture. Glenn's efforts to exclude Plaintiff from the joint venture included the following:

a. Removing Plaintiff's name and information from the website on or about March 1, 2022;

b. Changing the phone provider for the Business from Charter to Vonage and causing all phone calls to the Business to be routed to Glenn's cell phone;

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c. Removing the original business card identifying Plaintiff and Glenn as employees/partners of the Business;

d. Refusing to engage Plaintiff in discussions regarding the Business;

e. By illegally placing Plaintiff on trespass notice from the facility on or about March 21, 2022 and then changing the locks to the facility.

f. By excluding Plaintiff from all client appointments by blocking Plaintiff from viewing the Business' calendar.

13. As a result of the above-described events, and others that will be shown at trial, Plaintiff has been damaged in the form of lost profits from the Business, lost wages, loss of use of the facility, loss of goodwill and opportunity, and the costs, fees and expenses associated with the investigation and prosecution of this action.

FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty and S.C. Code Ann. §33-44-409 (1976))

14. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

15. There is a fiduciary relationship among joint venturers and misrepresentations among joint venturers are a breach of the duty to act in good faith.

16. Additionally, every member of a LLC has a fiduciary duty of care and loyalty, and a duty of good faith and fair dealing to act only in the best interests of the LLC and the members of the LLC as a whole as required by S.C. Code Ann. §33-44-409.

17. As set forth more fully herein, Glenn breached her fiduciary duties to Plaintiff in the Business by the following:

(a) Misrepresenting to the Plaintiff that she would add the Plaintiff as a Member to CBC so that she could operate under the DHEC license issued to the facility;

(b) By taking steps to exclude her from participating in the Business set forth above;

(c) By depriving Plaintiff of access to records of the Business;

(d) By not paying Plaintiff her share of the profits of the Business;

(e) By failing to account to Plaintiff and to hold as trustee for it any property, profit, or benefit derived by Glenn in the conduct of the Business; and,

(f) By excluding her from access to Business property.

18. Furthermore, Glenn breached her fiduciary duties to Plaintiff as a Member of F&R and the requirements of S.C. Code §33-44-409 by intentionally preventing Plaintiff from access to the facility owned by F&R.

19. As a direct and proximate result of the breach of the duties imposed upon a joint venture and by S.C. Code Ann. §33-44-409 by Glenn described above, Plaintiff has suffered actual, incidental and consequential damages for which Glenn and CBC are jointly and severally obligated to repay to the Plaintiff.

FOR A SECOND CAUSE OF ACTION
(Accounting)

20. Each and every allegation set forth above is hereby reasserted and realleged as fully as set forth herein verbatim, where not inconsistent with this cause of action.

21. Defendants, Glenn and/or CBC have received money, a portion of which is due to the Plaintiff, which amount represents Plaintiff's share of the profits from the Business.

22. The amount of the money due from Defendants Glenn and CBC to the Plaintiff is unknown and cannot be ascertained without an accounting by the Defendants.

23. Therefore, Plaintiff is entitled to an accounting from the Defendants, Glenn and CBC.

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FOR A THIRD CAUSE OF ACTION
(Negligent Misrepresentation)

24. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

25. Glenn represented to Plaintiff that they had entered a joint venture and that Plaintiff could become a member of CBC so that Plaintiff could work under the DHEC license issued to the facility.

26. Glenn owed a duty to the Plaintiff to make sure those representations were truthful, but she breached those duties by not using due care when she made the representations.

27. Plaintiff justifiably relied on Glenn's representations.

28. As a direct and proximate result of the representations by Glenn described above, the Plaintiff has suffered actual and consequential damages for which Defendants are obligated to compensate the Plaintiff.

29. Therefore, Plaintiff is entitled to recover actual, consequential and punitive damages in an amount to be determined by a jury.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract)

30. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

31. Glenn offered and Plaintiff accepted the formation of a joint venture for the Business and Glenn offered Plaintiff the right to be added as member to CBC so that Plaintiff could work under the DHEC license issued to the facility.

32. Good and sufficient consideration was given for the acceptance of the offers.

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33. Glenn breached the contract by excluding Plaintiff from the Business and refusing to add her as a member to CBC.

34. As a direct and proximate result of these breaches of contract, Plaintiff has suffered actual and consequential damages for which the Defendant is obligated to pay the Plaintiff.

FOR A FIFTH CAUSE OF ACTION
(Quantum Meruit)

35. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

36. Plaintiff spent $15,561.03 for improvements to the facility and her husband made $4,230.00 in improvements to the facility for which the Defendants have realized and retained the benefit.

37. Under the circumstances, it would be unjust for Defendants to retain the benefit of costs of improvements provided by the Plaintiff and Plaintiff's husband without compensating them for their efforts.

38. As a direct and proximate result of the actions taken by the Defendants, Plaintiff is entitled to payment from the Defendants in the amount of 19,791.03.

FOR A SIXTH CAUSE OF ACTION
(Promissory Estoppel)

39. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

40. In order to induce the Plaintiff to enter into the joint venture, Glenn promised to name the Plaintiff as Member of CBC and to operate the Business as a joint venture.

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41. In reliance upon that promise, Plaintiff quit her job as a property manager and devoted her full attention and resources to developing the Business.

42. It was foreseeable for Glenn to expect that Plaintiff would rely upon the promise by Glenn to make her an equal partner in the joint venture and to add her to the DHEC license.

43. As a direct and proximate result of Glenn's and CBC's failure to honor their promise, Plaintiff has suffered actual and compensatory damages for which they are obligated to repay to the Plaintiff.

FOR A SEVENTH CAUSE OF ACTION
(Dissociation of Glenn from Fisher and Reid, LLC)

44. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

45. Pursuant to S.C. Code 33-44-601, a member of a limited liability company may be expelled because the Member "(i) engaged in wrongful conduct that adversely or materially affected the company's business; (ii) willfully or persistently committed a material breach of the operating agreement or of a duty owed to the company or the other members under Section 33-44-409; or (iii) engaged in conduct relating to the company's business which makes it not reasonably practicable to carry on the business with the member."

46. Based upon Glenn's wrongful conduct alleged herein, the Plaintiff is entitled for Glenn to be disassociated from F&R. Upon her disassociation, the Plaintiff further requests for for the business of F&R to be wound up, and the facility sold at fair market value.

47. The property owned by F&R is more particularly described as follows:

> ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 9, as shown on a plat entitled "Group Development for White Horse Professional Park" prepared by Precision Land Surveying Inc., dated March 28, 2005 and recorded in Plat Book 49-Z at Page 2 in the ROD Office for Greenville County,

South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed unto Fisher and Reid, LLC by RAD Investments LLC by Deed recorded June 16, 2021 in Book 2626, Page 5816, in the Register of Deeds Office for Greenville County, South Carolina

TMS NO.: 0237.04-01-009.00

FOR AN EIGHTH CAUSE OF ACTION
(Injunctive Relief)

48. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

49. The exclusion of the Plaintiff from the facility and from the business as alleged above will result in irreparable harm to the Plaintiff.

50. Based upon the facts alleged herein, Plaintiffs are likely to succeed on the merits of the litigation as it pertains to Glenn's exclusion of the Plaintiff from the facility and the Business. Furthermore, the Plaintiffs have an inadequate remedy at law for the Glenn's deprivation of Plaintiff's rights.

51. Therefore, Plaintiffs are entitled a temporary restraining order, ordering a hearing on the temporary relief requested and restraining the Defendants from further violations and to an order for a preliminary and permanent injunction requiring Defendants to allow her access to the facility and to return all property belonging to the Plaintiff.

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WHEREFORE, Plaintiffs pray as follows:

(1) For an award of actual and consequential damages from the Defendants, jointly and severally, including lost profits, lost wages, lost business, lost opportunity, and lost goodwill in an amount to be determined by the finder of fact; and,

(2) For declaratory judgment that the actions of the Defendant Glenn violated her fiduciary duty to the Plaintiff and the provisions of S.C. Code 33-44-409; and,

(3) For a temporary restraining order and an immediate hearing ordered on the temporary relief requested and restraining Glenn from preventing Plaintiff's access to the property located at 111 Commons Way, Greenville, SC 29611; and,

(4) For declaratory judgment to disassociate Glenn from Fisher and Reid, LLC and for the business of Fisher and Reid, LLC to be wound up and the property owned by the company to be sold; and,

(5) For attorney's fees and costs; and,

(6) For punitive damages in an amount to be determined by a jury or other finder of fact; and,

(7) For such other and further relief as this Court may deem just and reasonable.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes

Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
Post Office Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149

ATTORNEY FOR PLAINTIFFS

April 6, 2022

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC Plaintiff, vs. Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth Defendant(s),	C. A. NO. 2022-CP-23-1799 **AFFIDAVIT OF SERVICE**

PERSONALLY appeared before me the undersigned, who, being duly sworn, says that (s)he served a **Summons** and **Complaint** in the above-entitled matter on Cynthia J. Glenn, Member of Fisher and Reid, LLC by delivery to Cynthia J. Glenn, personally, and leaving with her one copy of the same at the following address: 111 Commons Way, Greenville, South Carolina 29645 on the 4th day of May, 2022 at 12:02 p.m. The deponent is not a party to nor interested in this action.

Travis Watson

SWORN to before me this the
4th day of May, 2022.

(LS)
Notary Public for South Carolina
My commission expires: 02/07/2023

Description of Person Receiving Documents:
SEX: female; SKIN COLOR: white; AGE: 55-60; FACIAL HAIR: none; HEIGHT: 5'-6"; WEIGHT: 220

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
J. Mereinda Fisher, individually, and as	)	2022-CP-23- 01799
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
Vs.	)	**REPLY/COUNTERCLAIM**
Cynthia J. Glenn, individually, and as	)	
Member of Fisher and Reid, LLC, and	)	
Carolina Birth Center, LLC d^/a Carolina	)	
Water Birth	)	
Defendants.	)	

The case was filed April 6, 2022. The Plaintiff has granted an exhaustive number of extensions via her attorney and despite Defendant believing that a resolution had been reached on at least three occasions, two of which times my signature was affixed to contracts, Plaintiff continues to deny her signature and change her settlement requests.

FOR A FIRST DEFENSE

1. The above named Defendant denies each and every allegation of the Complaint not hereinafter specifically admitted and demands strict proof thereof.
2. The above named Defendant vehemently denies the allegations in paragraph one (1) INTRODUCTION and demands strict proof thereof.
3. The above named Defendant admits that the parties appear to be correct in paragraphs two (2) through four (4) of the Plaintiff's Complaint.
4. The above named Defendant vehemently denies the allegations in Paragraph five (5) of the Plaintiff's Complaint and demands strict proof thereof.
5. The above named Defendant vehemently denies the allegations in Paragraphs seven (7) through thirteen (13) of the Plaintiff's Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE (Abuse of Process)

1. The Causes of Action do not state A COGNIZANT claim of relief as a matter of law, the true intent of the case which is to force this business owner into a liable situation and absolve the Plaintiff of gross malpractice, neglect and fraud and continues to submit settlement agreements unrelated and fundamentally flawed as a matter of law as to this litigation.
2. Plaintiff is abusing the system and process. The case action has an ulterior purpose and is willfully acting outside of the proper and regular conduct of the proceedings. The defendant has attempted to negotiate to purchase the building she now rents from the Plaintiff, but the claim was brought with bad intentions. This claim is a form of coercion by the Plaintiff to obtain a collateral advantage, not properly involved in the proceeding itself, by attempting to force the defendant's business to absorb a significant liability from an incident that occurred at the hands of the Plaintiff while acting as a contractor for the Defendant. Negotiations have been a form of extortion rather than a resolution should be the proper process.
3. While the Plaintiff alleges that the conflict arose out of a business dispute, the reality is that the defendant had already accepted Plaintiff's verbal offer to purchase the building at the current negotiated rate prior to the filing of this complaint.
4. Gross neglect by Plaintiff caused significant harm to a patient during one of only a few jobs that she was contracted to assist. While not mentioned in the complaint, the negotiations focus primarily on forcing the Defendant to assume her liability from potential future lawsuits.
5. Many charting incompetences and failure to perform basic required testing were observed throughout Plaintiff's short contract. Each of these errors can be met with a $3,000 fine from regulatory agencies. Though not mentioned in the complaint, Plaintiff now demands the CBC absorb responsibility for any repercussions caused by her actions.

FOR A THIRD DEFENSE (Counterclaim Maturing or Acquired After Pleading)

1. A loan was procured for the settlement many months ago that would have allowed the Defendant to purchase Plaintiff's portion of the building at the asking price as verbally agreed upon and that Plaintiff had agreed to accept all liability that might arise for her action or lack of action while contracted at CBC. Although Defendant has agreed to the purchase terms on several occasions, Plaintiff now changes the terms to demand that

Defendant absorb Plaintiff's liability and has worded the contract in a way that is not acceptable to the bank for securing a loan.

2. If the Plaintiffs intentions were true, she would have allowed the Defendant to get the loan to purchase the building at the agreed upon sum. However, the latest agreement draft removed the tax map numbers which is a requirement from the bank. She is not presenting true offers and has made a settlement request that is unattainable. Such actions by the Plaintiff are not in good faith and have polluted the timeline for a proper defense.
3. Parties verbally agreed to the settlement request many months ago, yet all written offers contradict and/or expand upon verbal agreements. In addition to the liability mentioned above, Plaintiff also agreed to return stolen business receipts/property to the Defendant, yet all written contracts neglect to reflect this agreement.

FOR A FOURTH DEFENSE (Motion to Dismiss)

1. More than 13 months have passed without a filing within the court. The plaintiff has failed to prosecute and comply with the rules of the court. Plaintiff has caused intentional delays and has corrupted the timeline and interfered with Defendants due process counterclaims timeline. The case should be dismissed to prevent prejudice in case towards the Defendant.
2. The Plaintiff has granted an exhaustive number of extensions via her attorney and despite Defendant believing that a resolution had been reached on at least three occasions, Plaintiff continues to deny her signature and change her settlement requests.
3. The latest counter offer was unattainable as it removed all bank-required language and thereby removed the ability for this Defendant to get a loan. Plaintiff then demanded money immediately despite intentionally removing Plaintiff's ability to obtain funds.
4. This complaint is not in good faith and is being used as a form of extortion to obtain an alternate advantage not mentioned in Causes of Action.

FOR A FIFTH DEFENSE

1. Defendant acted in good faith and fair dealings with Plaintiff. Defendant offered clear guidelines into the services being provided by Plaintiff as a private contractor and landlord and compiled contracts for those services. Plaintiff agreed and signed these

contracts but now alleges that verbal agreements were in place and denies the legally binding written agreements.

2. It was the Plaintiff who redacted her offer to participate in the business begging to be relieved of responsibility stating her fearfulness and physical weakness as her excuse for not continuing with patient care thus violating her contract with CBC.
3. It was the Plaintiff who violated her admitting privileges contracts by failing to follow state regulations and professional minimal standards.

COUNTERCLAIMS

Plaintiff has caused substantive damage to the longstanding business of this Plaintiff. Plaintiff will show:

1. Counterclaim Maturing or Acquired After Pleading: Plaintiff intentionally delayed signing a settlement agreement in this case that caused the Defendant to lose a secured loan at a low interest rate. Even though the purchase price has not changed in the delay, the interest rates have more than doubled which cost the Defendant more than $113,000 during the pendency of the loan This claim matured or was acquired by the pleader during the process of negotiations.
2. LOST CUSTOMERS: An immediate audit into patient charts in which Plaintiff assisted revealed that she had lost many customers for the business, had not scheduled mandatory followup care and that these clients had left the business to seek care elsewhere.
3. STATE VIOLATIONS: Despite many warnings, Plaintiff did not document or perform required licensure procedures on patients and on at least one occasion falsified tests in a chart and predated test results months in advance. Negligence of these required tests could result in physical harm as well as DHEC fines as high as $3,000 per incident or closure of the facility and legal cost.
4. INJURED A PATIENT: Plaintiff's callous disregard for patient care resulted in an injured baby. Timely filing for any lawsuit has not yet passed.
5. MEDICAL MALPRACTICE:Coverage quotes quadrupled for the Plaintiff and for the center because of the injured baby.
6. REPUTATION: As the year has passed many repeat customers have expressed their distaste for Plaintiff's care during her short time assisting with clients and have made it clear that they would not be returning if she was responsible for any care. CBC has had

to live with this reputation and struggles to rebuild the trust that had been established during their 18 years of licensure.

7. THEFT: Plaintiff has stolen tax receipts for expenses levied against this defendant's tax ID number, she has vandalized the building and plaintiff property, used the company card for her own purchases and eventually stole all of the funds from the LLC bank account. Her actions have made it impossible to file accurate tax returns or get the write-offs expected for a newly opened business location.
8. THREATS: Plaintiff threatened this Defendant on more than one occasion. Stating that she would intentionally cause a DHEC investigation and harm her business with consumers if she did not receive a large payoff. She fulfilled these threats by calling DHEC to report an infraction that she herself had caused and on another occasion spent the entire day ignoring patient needs and being mean to customers while she was in the office.
9. ALTERED DOCUMENTS: Plaintiff wrote on company documents attempting to alter them in her favor. She also altered the DBA of the F&R LLC account to mimic the legal accounts of Plaintiff's business in an attempt to misrepresent her involvement.
10. VANDALISM: Plaintiff was caught trying to break into the building around midnight on the evening of March 26,2022. She and her husband then vandalized the building and stole video surveillance equipment owned by this Defendant.
11. UNCLEAN HANDS: Plaintiff asked to join this Defendant in her new location offering to help with duties but then refused to sign any binding arrangements, stating that she was close to retirement and could not decide if she wanted full or part time responsibilities. She signed a lease with CBC and a contract for admitting privileges, but quickly violated her admitting privileges contracts.

    Only after this defendant had co-signed an earnest agreement to purchase the building with Plaintiff did she reveal that prior surgeries made it physically impossible for her to attend to clients alone or take any substantive role in operations.

    Upon further investigation, it was also revealed that Plaintiff had not been working in the profession as she had claimed.
12. MISREPRESENTATION: She misrepresented her continuing educational status and her client load. She stated that she would have clients because she had worked for many years at another facility and that she was a part of the Hispanic community that desired to have access to CBC facility service. In six months time, she never produced one single client.

13. PATTERN OF FRAUD: Plaintiff has sought to deceive and manipulate another facility where she would have also been able to extort money without providing a service.

Plaintiff's malicious and intentional actions costs the Defendant in excess of $250,000.00 not including the potential for yet undisclosed lawsuits and fines. Plaintiff is entitled to and seeks retribution.

Cynthia J Glenn

8/12/23

Cynthia Glenn, Defendant
111 Commons Way
Greenville, South Carolina [29611]
info@carolinawaterbirth.com
864-329-0010

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-_____
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**SUMMONS**
	)	
vs.	)	(Jury Trial Demanded)
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.	)	

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you, and to serve a copy of your Answer to the Complaint on the undersigned at 457-B Pennsylvania Avenue (29650), P.O. Box 449, Greer, South Carolina, 29652-0449, within thirty (30) days after the date of service of the Complaint, exclusive of the day of service. If you fail to answer the Complaint within Thirty (30) Days, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes

Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
Post Office Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149
ATTORNEY FOR PLAINTIFF

Date: April 6, 2022
Greer, South Carolina

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
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COUNTY OF GREENVILLE	)	2022-CP-23-_____
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J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
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Plaintiff,	)	**COMPLAINT**
	)	
vs.	)	(Jury Trial Demanded)
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.	)	

TO THE DEFENDANTS NAMED ABOVE:

The Plaintiff, J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC (hereinafter "Plaintiff"), complaining of the Defendants, Cynthia J. Glenn ("Glenn"), individually, and as Member of Fisher and Reid, LLC ("F&R"), and Carolina Birth Center, LLC ("CBC") (collectively, hereinafter the "Defendants"), by and through her undersigned counsel, would respectfully show unto this Honorable Court as follows:

INTRODUCTION

1. This action arises out of a joint venture between Plaintiff and Glenn to establish a birth center known as Carolina Birth Center, Glenn's misrepresentations to Plaintiff regarding the joint venture, and Glenn's efforts to exclude and alienate Plaintiff from the joint venture. The known actions of Glenn as outlined in this lawsuit constitute, among other things, a breach of her fiduciary duty to Glenn, breach of contract, negligent misrepresentation, and the improper

exclusion of Plaintiff from property owned by F&R, a LLC in which both Plaintiff and Glenn are equal members. The foregoing acts, among others, entitle the Plaintiff to recover actual, compensatory, and punitive damages, and other equitable relief.

THE PARTIES

2. Plaintiff is a citizen and resident of the State of South Carolina, County of Spartanburg.

3. F&R is a South Carolina limited liability company existing and operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. Plaintiff and Glenn are equal Members of F&R.

4. Glenn is citizen and resident of the State of South Carolina, County of Laurens.

5. CBC is a South Carolina limited liability company operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. CBC is in the business of providing a birthing center by licensed midwives.

JURISDICTION AND VENUE

6. The Court has jurisdiction over this action and venue is proper in Greenville County, South Carolina.

FACTUAL BACKGROUND

7. Plaintiff has been a licensed midwife ("LM") since 1993 and a certified professional midwife ("CPM") since the mid-1990s. In February 2021, Glenn approached Plaintiff and asked if Plaintiff was interested in establishing a birth center known as Carolina Birth Center (hereinafter "the Business"). Plaintiff agreed and they began to search for a location for the birth center. Plaintiff left her job as a property manager to devote her time and attention to developing the Business.

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8. Glenn is also a LM and had previously operated a birth center under CBC d/b/a Carolina Water Birth.

9. On June 11, 2021, Plaintiff and Glenn purchased property for the birth center located at 111 Commons Way, Greenville, SC 29611 ("the facility") under F&R for a purchase price of $140,000.00. Plaintiff and Glenn paid an equal amount for the facility. In addition, Plaintiff paid an additional $15,561.03 for improvements to the facility and her husband, a sub-contractor, made additional improvements at a cost of $4,230.00. Including her closing costs, Plaintiff incurred $90,621.09 in expenses for the facility.

10. Birthing centers by midwifes are licensed through the Department of Health and Environmental Control (DHEC). Therefore, upon the purchase of the facility, it was necessary for Plaintiff and Glenn to obtain a DHEC license to operate the birth center. Glenn pursued the license under Carolina Birth Center, LLC, but promised to the Plaintiff that she would add Plaintiff as a Member to the LLC so that Plaintiff could deliver babies under the DHEC license.

11. Between February 2021 and December 2021, Plaintiff and Glenn held themselves out as a joint venture for the Business. The existence of the joint venture is supported by the following acts and events:

a. Plaintiff and Glenn opened a bank account identified as *Fisher & Reid, LLC d/b/a Carolina Birth Center*, which was used by both Plaintiff and Glenn as the operating account for the Business.

b. Between June 2021 and December 2021 all of the births at the facility were performed together and the profits split equally with the exception of Plaintiff's and Glenn's respective clients they had prior to starting the Business.

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c. Plaintiff's and Glenn's names were on the company business card and both were listed on the Business website at www.carolinawaterbirth.com.

d. Between June and December 2021, Plaintiff asked Glenn repeatedly to add her to the address change application for CBC through DHEC. Initially, Glenn's response was that adding her to the license would create additional requirements for the license to be approved, but that she would be added once the license was approved. Plaintiff justifiably relied on Glenn's position at that time. However, when the new license was finally issued on December 23, 2021, Glenn advised Plaintiff that they had to enter into a written partnership agreement before she would add the Plaintiff to the DHEC license. According to Plaintiff's conversations with DHEC, adding her as a member of your existing LLC would not affect the license issued to the facility.

e. In December 2021, Glenn demanded that the parties have a written Partnership Agreement, and Glenn's proposed partnership agreement describes the Business as a "joint venture."

12. Initially, Plaintiff was willing to enter into a partnership agreement with acceptable terms to protect the rights of both Plaintiff and Glenn. However, as soon as Plaintiff began negotiations regarding the agreement, Glenn resisted, ramped up her efforts to exclude and alienate Plaintiff from the Business, and even alleged that the parties never formed a joint venture. Glenn's efforts to exclude Plaintiff from the joint venture included the following:

a. Removing Plaintiff's name and information from the website on or about March 1, 2022;

b. Changing the phone provider for the Business from Charter to Vonage and causing all phone calls to the Business to be routed to Glenn's cell phone;

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c. Removing the original business card identifying Plaintiff and Glenn as employees/partners of the Business;

d. Refusing to engage Plaintiff in discussions regarding the Business;

e. By illegally placing Plaintiff on trespass notice from the facility on or about March 21, 2022 and then changing the locks to the facility.

f. By excluding Plaintiff from all client appointments by blocking Plaintiff from viewing the Business' calendar.

13. As a result of the above-described events, and others that will be shown at trial, Plaintiff has been damaged in the form of lost profits from the Business, lost wages, loss of use of the facility, loss of goodwill and opportunity, and the costs, fees and expenses associated with the investigation and prosecution of this action.

FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty and S.C. Code Ann. §33-44-409 (1976))

14. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

15. There is a fiduciary relationship among joint venturers and misrepresentations among joint venturers are a breach of the duty to act in good faith.

16. Additionally, every member of a LLC has a fiduciary duty of care and loyalty, and a duty of good faith and fair dealing to act only in the best interests of the LLC and the members of the LLC as a whole as required by S.C. Code Ann. §33-44-409.

17. As set forth more fully herein, Glenn breached her fiduciary duties to Plaintiff in the Business by the following:

(a) Misrepresenting to the Plaintiff that she would add the Plaintiff as a Member to CBC so that she could operate under the DHEC license issued to the facility;

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(b) By taking steps to exclude her from participating in the Business set forth above;

(c) By depriving Plaintiff of access to records of the Business;

(d) By not paying Plaintiff her share of the profits of the Business;

(e) By failing to account to Plaintiff and to hold as trustee for it any property, profit, or benefit derived by Glenn in the conduct of the Business; and,

(f) By excluding her from access to Business property.

18. Furthermore, Glenn breached her fiduciary duties to Plaintiff as a Member of F&R and the requirements of S.C. Code §33-44-409 by intentionally preventing Plaintiff from access to the facility owned by F&R.

19. As a direct and proximate result of the breach of the duties imposed upon a joint venture and by S.C. Code Ann. §33-44-409 by Glenn described above, Plaintiff has suffered actual, incidental and consequential damages for which Glenn and CBC are jointly and severally obligated to repay to the Plaintiff.

FOR A SECOND CAUSE OF ACTION
(Accounting)

20. Each and every allegation set forth above is hereby reasserted and realleged as fully as set forth herein verbatim, where not inconsistent with this cause of action.

21. Defendants, Glenn and/or CBC have received money, a portion of which is due to the Plaintiff, which amount represents Plaintiff's share of the profits from the Business.

22. The amount of the money due from Defendants Glenn and CBC to the Plaintiff is unknown and cannot be ascertained without an accounting by the Defendants.

23. Therefore, Plaintiff is entitled to an accounting from the Defendants, Glenn and CBC.

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FOR A THIRD CAUSE OF ACTION
(Negligent Misrepresentation)

24. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

25. Glenn represented to Plaintiff that they had entered a joint venture and that Plaintiff could become a member of CBC so that Plaintiff could work under the DHEC license issued to the facility.

26. Glenn owed a duty to the Plaintiff to make sure those representations were truthful, but she breached those duties by not using due care when she made the representations.

27. Plaintiff justifiably relied on Glenn's representations.

28. As a direct and proximate result of the representations by Glenn described above, the Plaintiff has suffered actual and consequential damages for which Defendants are obligated to compensate the Plaintiff.

29. Therefore, Plaintiff is entitled to recover actual, consequential and punitive damages in an amount to be determined by a jury.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract)

30. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

31. Glenn offered and Plaintiff accepted the formation of a joint venture for the Business and Glenn offered Plaintiff the right to be added as member to CBC so that Plaintiff could work under the DHEC license issued to the facility.

32. Good and sufficient consideration was given for the acceptance of the offers.

33. Glenn breached the contract by excluding Plaintiff from the Business and refusing to add her as a member to CBC.

34. As a direct and proximate result of these breaches of contract, Plaintiff has suffered actual and consequential damages for which the Defendant is obligated to pay the Plaintiff.

FOR A FIFTH CAUSE OF ACTION
(Quantum Meruit)

35. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

36. Plaintiff spent $15,561.03 for improvements to the facility and her husband made $4,230.00 in improvements to the facility for which the Defendants have realized and retained the benefit.

37. Under the circumstances, it would be unjust for Defendants to retain the benefit of costs of improvements provided by the Plaintiff and Plaintiff's husband without compensating them for their efforts.

38. As a direct and proximate result of the actions taken by the Defendants, Plaintiff is entitled to payment from the Defendants in the amount of 19,791.03.

FOR A SIXTH CAUSE OF ACTION
(Promissory Estoppel)

39. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

40. In order to induce the Plaintiff to enter into the joint venture, Glenn promised to name the Plaintiff as Member of CBC and to operate the Business as a joint venture.

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41. In reliance upon that promise, Plaintiff quit her job as a property manager and devoted her full attention and resources to developing the Business.

42. It was foreseeable for Glenn to expect that Plaintiff would rely upon the promise by Glenn to make her an equal partner in the joint venture and to add her to the DHEC license.

43. As a direct and proximate result of Glenn's and CBC's failure to honor their promise, Plaintiff has suffered actual and compensatory damages for which they are obligated to repay to the Plaintiff.

FOR A SEVENTH CAUSE OF ACTION
(Dissociation of Glenn from Fisher and Reid, LLC)

44. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

45. Pursuant to S.C. Code 33-44-601, a member of a limited liability company may be expelled because the Member "(i) engaged in wrongful conduct that adversely or materially affected the company's business; (ii) willfully or persistently committed a material breach of the operating agreement or of a duty owed to the company or the other members under Section 33-44-409; or (iii) engaged in conduct relating to the company's business which makes it not reasonably practicable to carry on the business with the member."

46. Based upon Glenn's wrongful conduct alleged herein, the Plaintiff is entitled for Glenn to be disassociated from F&R. Upon her disassociation, the Plaintiff further requests for for the business of F&R to be wound up, and the facility sold at fair market value.

47. The property owned by F&R is more particularly described as follows:

> ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 9, as shown on a plat entitled "Group Development for White Horse Professional Park" prepared by Precision Land Surveying Inc., dated March 28, 2005 and recorded in Plat Book 49-Z at Page 2 in the ROD Office for Greenville County,

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South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed unto Fisher and Reid, LLC by RAD Investments LLC by Deed recorded June 16, 2021 in Book 2626, Page 5816, in the Register of Deeds Office for Greenville County, South Carolina

TMS NO.: 0237.04-01-009.00

FOR AN EIGHTH CAUSE OF ACTION
(Injunctive Relief)

48. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

49. The exclusion of the Plaintiff from the facility and from the business as alleged above will result in irreparable harm to the Plaintiff.

50. Based upon the facts alleged herein, Plaintiffs are likely to succeed on the merits of the litigation as it pertains to Glenn's exclusion of the Plaintiff from the facility and the Business. Furthermore, the Plaintiffs have an inadequate remedy at law for the Glenn's deprivation of Plaintiff's rights.

51. Therefore, Plaintiffs are entitled a temporary restraining order, ordering a hearing on the temporary relief requested and restraining the Defendants from further violations and to an order for a preliminary and permanent injunction requiring Defendants to allow her access to the facility and to return all property belonging to the Plaintiff.

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WHEREFORE, Plaintiffs pray as follows:

(1) For an award of actual and consequential damages from the Defendants, jointly and severally, including lost profits, lost wages, lost business, lost opportunity, and lost goodwill in an amount to be determined by the finder of fact; and,

(2) For declaratory judgment that the actions of the Defendant Glenn violated her fiduciary duty to the Plaintiff and the provisions of S.C. Code 33-44-409; and,

(3) For a temporary restraining order and an immediate hearing ordered on the temporary relief requested and restraining Glenn from preventing Plaintiff's access to the property located at 111 Commons Way, Greenville, SC 29611; and,

(4) For declaratory judgment to disassociate Glenn from Fisher and Reid, LLC and for the business of Fisher and Reid, LLC to be wound up and the property owned by the company to be sold; and,

(5) For attorney's fees and costs; and,

(6) For punitive damages in an amount to be determined by a jury or other finder of fact; and,

(7) For such other and further relief as this Court may deem just and reasonable.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes

Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
Post Office Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149

ATTORNEY FOR PLAINTIFFS

April 6, 2022

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-_____
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**SUMMONS**
	)	
vs.	)	(Jury Trial Demanded)
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.		

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you, and to serve a copy of your Answer to the Complaint on the undersigned at 457-B Pennsylvania Avenue (29650), P.O. Box 449, Greer, South Carolina, 29652-0449, within thirty (30) days after the date of service of the Complaint, exclusive of the day of service. If you fail to answer the Complaint within Thirty (30) Days, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes
Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
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ATTORNEY FOR PLAINTIFF

Date: April 6, 2022
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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
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J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
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Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.	)	

TO THE DEFENDANTS NAMED ABOVE:

The Plaintiff, J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC (hereinafter "Plaintiff"), complaining of the Defendants, Cynthia J. Glenn ("Glenn"), individually, and as Member of Fisher and Reid, LLC ("F&R"), and Carolina Birth Center, LLC ("CBC") (collectively, hereinafter the "Defendants"), by and through her undersigned counsel, would respectfully show unto this Honorable Court as follows:

INTRODUCTION

1. This action arises out of a joint venture between Plaintiff and Glenn to establish a birth center known as Carolina Birth Center, Glenn's misrepresentations to Plaintiff regarding the joint venture, and Glenn's efforts to exclude and alienate Plaintiff from the joint venture. The known actions of Glenn as outlined in this lawsuit constitute, among other things, a breach of her fiduciary duty to Glenn, breach of contract, negligent misrepresentation, and the improper

exclusion of Plaintiff from property owned by F&R, a LLC in which both Plaintiff and Glenn are equal members. The foregoing acts, among others, entitle the Plaintiff to recover actual, compensatory, and punitive damages, and other equitable relief.

THE PARTIES

2. Plaintiff is a citizen and resident of the State of South Carolina, County of Spartanburg.

3. F&R is a South Carolina limited liability company existing and operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. Plaintiff and Glenn are equal Members of F&R.

4. Glenn is citizen and resident of the State of South Carolina, County of Laurens.

5. CBC is a South Carolina limited liability company operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. CBC is in the business of providing a birthing center by licensed midwives.

JURISDICTION AND VENUE

6. The Court has jurisdiction over this action and venue is proper in Greenville County, South Carolina.

FACTUAL BACKGROUND

7. Plaintiff has been a licensed midwife ("LM") since 1993 and a certified professional midwife ("CPM") since the mid-1990s. In February 2021, Glenn approached Plaintiff and asked if Plaintiff was interested in establishing a birth center known as Carolina Birth Center (hereinafter "the Business"). Plaintiff agreed and they began to search for a location for the birth center. Plaintiff left her job as a property manager to devote her time and attention to developing the Business.

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8. Glenn is also a LM and had previously operated a birth center under CBC d/b/a Carolina Water Birth.

9. On June 11, 2021, Plaintiff and Glenn purchased property for the birth center located at 111 Commons Way, Greenville, SC 29611 ("the facility") under F&R for a purchase price of $140,000.00. Plaintiff and Glenn paid an equal amount for the facility. In addition, Plaintiff paid an additional $15,561.03 for improvements to the facility and her husband, a sub-contractor, made additional improvements at a cost of $4,230.00. Including her closing costs, Plaintiff incurred $90,621.09 in expenses for the facility.

10. Birthing centers by midwifes are licensed through the Department of Health and Environmental Control (DHEC). Therefore, upon the purchase of the facility, it was necessary for Plaintiff and Glenn to obtain a DHEC license to operate the birth center. Glenn pursued the license under Carolina Birth Center, LLC, but promised to the Plaintiff that she would add Plaintiff as a Member to the LLC so that Plaintiff could deliver babies under the DHEC license.

11. Between February 2021 and December 2021, Plaintiff and Glenn held themselves out as a joint venture for the Business. The existence of the joint venture is supported by the following acts and events:

a. Plaintiff and Glenn opened a bank account identified as *Fisher & Reid, LLC d/b/a Carolina Birth Center*, which was used by both Plaintiff and Glenn as the operating account for the Business.

b. Between June 2021 and December 2021 all of the births at the facility were performed together and the profits split equally with the exception of Plaintiff's and Glenn's respective clients they had prior to starting the Business.

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c. Plaintiff's and Glenn's names were on the company business card and both were listed on the Business website at www.carolinawaterbirth.com.

d. Between June and December 2021, Plaintiff asked Glenn repeatedly to add her to the address change application for CBC through DHEC. Initially, Glenn's response was that adding her to the license would create additional requirements for the license to be approved, but that she would be added once the license was approved. Plaintiff justifiably relied on Glenn's position at that time. However, when the new license was finally issued on December 23, 2021, Glenn advised Plaintiff that they had to enter into a written partnership agreement before she would add the Plaintiff to the DHEC license. According to Plaintiff's conversations with DHEC, adding her as a member of your existing LLC would not affect the license issued to the facility.

e. In December 2021, Glenn demanded that the parties have a written Partnership Agreement, and Glenn's proposed partnership agreement describes the Business as a "joint venture."

12. Initially, Plaintiff was willing to enter into a partnership agreement with acceptable terms to protect the rights of both Plaintiff and Glenn. However, as soon as Plaintiff began negotiations regarding the agreement, Glenn resisted, ramped up her efforts to exclude and alienate Plaintiff from the Business, and even alleged that the parties never formed a joint venture. Glenn's efforts to exclude Plaintiff from the joint venture included the following:

a. Removing Plaintiff's name and information from the website on or about March 1, 2022;

b. Changing the phone provider for the Business from Charter to Vonage and causing all phone calls to the Business to be routed to Glenn's cell phone;

c. Removing the original business card identifying Plaintiff and Glenn as employees/partners of the Business;

d. Refusing to engage Plaintiff in discussions regarding the Business;

e. By illegally placing Plaintiff on trespass notice from the facility on or about March 21, 2022 and then changing the locks to the facility.

f. By excluding Plaintiff from all client appointments by blocking Plaintiff from viewing the Business' calendar.

13. As a result of the above-described events, and others that will be shown at trial, Plaintiff has been damaged in the form of lost profits from the Business, lost wages, loss of use of the facility, loss of goodwill and opportunity, and the costs, fees and expenses associated with the investigation and prosecution of this action.

FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty and S.C. Code Ann. §33-44-409 (1976))

14. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

15. There is a fiduciary relationship among joint venturers and misrepresentations among joint venturers are a breach of the duty to act in good faith.

16. Additionally, every member of a LLC has a fiduciary duty of care and loyalty, and a duty of good faith and fair dealing to act only in the best interests of the LLC and the members of the LLC as a whole as required by S.C. Code Ann. §33-44-409.

17. As set forth more fully herein, Glenn breached her fiduciary duties to Plaintiff in the Business by the following:

(a) Misrepresenting to the Plaintiff that she would add the Plaintiff as a Member to CBC so that she could operate under the DHEC license issued to the facility;

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(b) By taking steps to exclude her from participating in the Business set forth above;

(c) By depriving Plaintiff of access to records of the Business;

(d) By not paying Plaintiff her share of the profits of the Business;

(e) By failing to account to Plaintiff and to hold as trustee for it any property, profit, or benefit derived by Glenn in the conduct of the Business; and,

(f) By excluding her from access to Business property.

18. Furthermore, Glenn breached her fiduciary duties to Plaintiff as a Member of F&R and the requirements of S.C. Code §33-44-409 by intentionally preventing Plaintiff from access to the facility owned by F&R.

19. As a direct and proximate result of the breach of the duties imposed upon a joint venture and by S.C. Code Ann. §33-44-409 by Glenn described above, Plaintiff has suffered actual, incidental and consequential damages for which Glenn and CBC are jointly and severally obligated to repay to the Plaintiff.

FOR A SECOND CAUSE OF ACTION
(Accounting)

20. Each and every allegation set forth above is hereby reasserted and realleged as fully as set forth herein verbatim, where not inconsistent with this cause of action.

21. Defendants, Glenn and/or CBC have received money, a portion of which is due to the Plaintiff, which amount represents Plaintiff's share of the profits from the Business.

22. The amount of the money due from Defendants Glenn and CBC to the Plaintiff is unknown and cannot be ascertained without an accounting by the Defendants.

23. Therefore, Plaintiff is entitled to an accounting from the Defendants, Glenn and CBC.

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FOR A THIRD CAUSE OF ACTION
(Negligent Misrepresentation)

24. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

25. Glenn represented to Plaintiff that they had entered a joint venture and that Plaintiff could become a member of CBC so that Plaintiff could work under the DHEC license issued to the facility.

26. Glenn owed a duty to the Plaintiff to make sure those representations were truthful, but she breached those duties by not using due care when she made the representations.

27. Plaintiff justifiably relied on Glenn's representations.

28. As a direct and proximate result of the representations by Glenn described above, the Plaintiff has suffered actual and consequential damages for which Defendants are obligated to compensate the Plaintiff.

29. Therefore, Plaintiff is entitled to recover actual, consequential and punitive damages in an amount to be determined by a jury.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract)

30. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

31. Glenn offered and Plaintiff accepted the formation of a joint venture for the Business and Glenn offered Plaintiff the right to be added as member to CBC so that Plaintiff could work under the DHEC license issued to the facility.

32. Good and sufficient consideration was given for the acceptance of the offers.

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33. Glenn breached the contract by excluding Plaintiff from the Business and refusing to add her as a member to CBC.

34. As a direct and proximate result of these breaches of contract, Plaintiff has suffered actual and consequential damages for which the Defendant is obligated to pay the Plaintiff.

FOR A FIFTH CAUSE OF ACTION
(Quantum Meruit)

35. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

36. Plaintiff spent $15,561.03 for improvements to the facility and her husband made $4,230.00 in improvements to the facility for which the Defendants have realized and retained the benefit.

37. Under the circumstances, it would be unjust for Defendants to retain the benefit of costs of improvements provided by the Plaintiff and Plaintiff's husband without compensating them for their efforts.

38. As a direct and proximate result of the actions taken by the Defendants, Plaintiff is entitled to payment from the Defendants in the amount of 19,791.03.

FOR A SIXTH CAUSE OF ACTION
(Promissory Estoppel)

39. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

40. In order to induce the Plaintiff to enter into the joint venture, Glenn promised to name the Plaintiff as Member of CBC and to operate the Business as a joint venture.

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41. In reliance upon that promise, Plaintiff quit her job as a property manager and devoted her full attention and resources to developing the Business.

42. It was foreseeable for Glenn to expect that Plaintiff would rely upon the promise by Glenn to make her an equal partner in the joint venture and to add her to the DHEC license.

43. As a direct and proximate result of Glenn's and CBC's failure to honor their promise, Plaintiff has suffered actual and compensatory damages for which they are obligated to repay to the Plaintiff.

FOR A SEVENTH CAUSE OF ACTION
(Dissociation of Glenn from Fisher and Reid, LLC)

44. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

45. Pursuant to S.C. Code 33-44-601, a member of a limited liability company may be expelled because the Member "(i) engaged in wrongful conduct that adversely or materially affected the company's business; (ii) willfully or persistently committed a material breach of the operating agreement or of a duty owed to the company or the other members under Section 33-44-409; or (iii) engaged in conduct relating to the company's business which makes it not reasonably practicable to carry on the business with the member."

46. Based upon Glenn's wrongful conduct alleged herein, the Plaintiff is entitled for Glenn to be disassociated from F&R. Upon her disassociation, the Plaintiff further requests for for the business of F&R to be wound up, and the facility sold at fair market value.

47. The property owned by F&R is more particularly described as follows:

> ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 9, as shown on a plat entitled "Group Development for White Horse Professional Park" prepared by Precision Land Surveying Inc., dated March 28, 2005 and recorded in Plat Book 49-Z at Page 2 in the ROD Office for Greenville County,

South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed unto Fisher and Reid, LLC by RAD Investments LLC by Deed recorded June 16, 2021 in Book 2626, Page 5816, in the Register of Deeds Office for Greenville County, South Carolina

TMS NO.: 0237.04-01-009.00

FOR AN EIGHTH CAUSE OF ACTION
(Injunctive Relief)

48. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

49. The exclusion of the Plaintiff from the facility and from the business as alleged above will result in irreparable harm to the Plaintiff.

50. Based upon the facts alleged herein, Plaintiffs are likely to succeed on the merits of the litigation as it pertains to Glenn's exclusion of the Plaintiff from the facility and the Business. Furthermore, the Plaintiffs have an inadequate remedy at law for the Glenn's deprivation of Plaintiff's rights.

51. Therefore, Plaintiffs are entitled a temporary restraining order, ordering a hearing on the temporary relief requested and restraining the Defendants from further violations and to an order for a preliminary and permanent injunction requiring Defendants to allow her access to the facility and to return all property belonging to the Plaintiff.

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WHEREFORE, Plaintiffs pray as follows:

(1) For an award of actual and consequential damages from the Defendants, jointly and severally, including lost profits, lost wages, lost business, lost opportunity, and lost goodwill in an amount to be determined by the finder of fact; and,

(2) For declaratory judgment that the actions of the Defendant Glenn violated her fiduciary duty to the Plaintiff and the provisions of S.C. Code 33-44-409; and,

(3) For a temporary restraining order and an immediate hearing ordered on the temporary relief requested and restraining Glenn from preventing Plaintiff's access to the property located at 111 Commons Way, Greenville, SC 29611; and,

(4) For declaratory judgment to disassociate Glenn from Fisher and Reid, LLC and for the business of Fisher and Reid, LLC to be wound up and the property owned by the company to be sold; and,

(5) For attorney's fees and costs; and,

(6) For punitive damages in an amount to be determined by a jury or other finder of fact; and,

(7) For such other and further relief as this Court may deem just and reasonable.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes

Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
Post Office Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149

ATTORNEY FOR PLAINTIFFS

April 6, 2022

ELECTRONICALLY FILED - 2022 Apr 06 4:53 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-_____
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**SUMMONS**
	)	
vs.	)	(Jury Trial Demanded)
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you, and to serve a copy of your Answer to the Complaint on the undersigned at 457-B Pennsylvania Avenue (29650), P.O. Box 449, Greer, South Carolina, 29652-0449, within thirty (30) days after the date of service of the Complaint, exclusive of the day of service. If you fail to answer the Complaint within Thirty (30) Days, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes

Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
Post Office Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149
ATTORNEY FOR PLAINTIFF

Date: April 6, 2022
Greer, South Carolina

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-_____
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**COMPLAINT**
	)	
vs.	)	(Jury Trial Demanded)
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

TO THE DEFENDANTS NAMED ABOVE:

The Plaintiff, J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC (hereinafter "Plaintiff"), complaining of the Defendants, Cynthia J. Glenn ("Glenn"), individually, and as Member of Fisher and Reid, LLC ("F&R"), and Carolina Birth Center, LLC ("CBC") (collectively, hereinafter the "Defendants"), by and through her undersigned counsel, would respectfully show unto this Honorable Court as follows:

INTRODUCTION

1. This action arises out of a joint venture between Plaintiff and Glenn to establish a birth center known as Carolina Birth Center, Glenn's misrepresentations to Plaintiff regarding the joint venture, and Glenn's efforts to exclude and alienate Plaintiff from the joint venture. The known actions of Glenn as outlined in this lawsuit constitute, among other things, a breach of her fiduciary duty to Glenn, breach of contract, negligent misrepresentation, and the improper

exclusion of Plaintiff from property owned by F&R, a LLC in which both Plaintiff and Glenn are equal members. The foregoing acts, among others, entitle the Plaintiff to recover actual, compensatory, and punitive damages, and other equitable relief.

THE PARTIES

2. Plaintiff is a citizen and resident of the State of South Carolina, County of Spartanburg.

3. F&R is a South Carolina limited liability company existing and operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. Plaintiff and Glenn are equal Members of F&R.

4. Glenn is citizen and resident of the State of South Carolina, County of Laurens.

5. CBC is a South Carolina limited liability company operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. CBC is in the business of providing a birthing center by licensed midwives.

JURISDICTION AND VENUE

6. The Court has jurisdiction over this action and venue is proper in Greenville County, South Carolina.

FACTUAL BACKGROUND

7. Plaintiff has been a licensed midwife ("LM") since 1993 and a certified professional midwife ("CPM") since the mid-1990s. In February 2021, Glenn approached Plaintiff and asked if Plaintiff was interested in establishing a birth center known as Carolina Birth Center (hereinafter "the Business"). Plaintiff agreed and they began to search for a location for the birth center. Plaintiff left her job as a property manager to devote her time and attention to developing the Business.

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8. Glenn is also a LM and had previously operated a birth center under CBC d/b/a Carolina Water Birth.

9. On June 11, 2021, Plaintiff and Glenn purchased property for the birth center located at 111 Commons Way, Greenville, SC 29611 ("the facility") under F&R for a purchase price of $140,000.00. Plaintiff and Glenn paid an equal amount for the facility. In addition, Plaintiff paid an additional $15,561.03 for improvements to the facility and her husband, a sub-contractor, made additional improvements at a cost of $4,230.00. Including her closing costs, Plaintiff incurred $90,621.09 in expenses for the facility.

10. Birthing centers by midwifes are licensed through the Department of Health and Environmental Control (DHEC). Therefore, upon the purchase of the facility, it was necessary for Plaintiff and Glenn to obtain a DHEC license to operate the birth center. Glenn pursued the license under Carolina Birth Center, LLC, but promised to the Plaintiff that she would add Plaintiff as a Member to the LLC so that Plaintiff could deliver babies under the DHEC license.

11. Between February 2021 and December 2021, Plaintiff and Glenn held themselves out as a joint venture for the Business. The existence of the joint venture is supported by the following acts and events:

a. Plaintiff and Glenn opened a bank account identified as *Fisher & Reid, LLC d/b/a Carolina Birth Center*, which was used by both Plaintiff and Glenn as the operating account for the Business.

b. Between June 2021 and December 2021 all of the births at the facility were performed together and the profits split equally with the exception of Plaintiff's and Glenn's respective clients they had prior to starting the Business.

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c. Plaintiff's and Glenn's names were on the company business card and both were listed on the Business website at www.carolinawaterbirth.com.

d. Between June and December 2021, Plaintiff asked Glenn repeatedly to add her to the address change application for CBC through DHEC. Initially, Glenn's response was that adding her to the license would create additional requirements for the license to be approved, but that she would be added once the license was approved. Plaintiff justifiably relied on Glenn's position at that time. However, when the new license was finally issued on December 23, 2021, Glenn advised Plaintiff that they had to enter into a written partnership agreement before she would add the Plaintiff to the DHEC license. According to Plaintiff's conversations with DHEC, adding her as a member of your existing LLC would not affect the license issued to the facility.

e. In December 2021, Glenn demanded that the parties have a written Partnership Agreement, and Glenn's proposed partnership agreement describes the Business as a "joint venture."

12. Initially, Plaintiff was willing to enter into a partnership agreement with acceptable terms to protect the rights of both Plaintiff and Glenn. However, as soon as Plaintiff began negotiations regarding the agreement, Glenn resisted, ramped up her efforts to exclude and alienate Plaintiff from the Business, and even alleged that the parties never formed a joint venture. Glenn's efforts to exclude Plaintiff from the joint venture included the following:

a. Removing Plaintiff's name and information from the website on or about March 1, 2022;

b. Changing the phone provider for the Business from Charter to Vonage and causing all phone calls to the Business to be routed to Glenn's cell phone;

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c. Removing the original business card identifying Plaintiff and Glenn as employees/partners of the Business;

d. Refusing to engage Plaintiff in discussions regarding the Business;

e. By illegally placing Plaintiff on trespass notice from the facility on or about March 21, 2022 and then changing the locks to the facility.

f. By excluding Plaintiff from all client appointments by blocking Plaintiff from viewing the Business' calendar.

13. As a result of the above-described events, and others that will be shown at trial, Plaintiff has been damaged in the form of lost profits from the Business, lost wages, loss of use of the facility, loss of goodwill and opportunity, and the costs, fees and expenses associated with the investigation and prosecution of this action.

FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty and S.C. Code Ann. §33-44-409 (1976))

14. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

15. There is a fiduciary relationship among joint venturers and misrepresentations among joint venturers are a breach of the duty to act in good faith.

16. Additionally, every member of a LLC has a fiduciary duty of care and loyalty, and a duty of good faith and fair dealing to act only in the best interests of the LLC and the members of the LLC as a whole as required by S.C. Code Ann. §33-44-409.

17. As set forth more fully herein, Glenn breached her fiduciary duties to Plaintiff in the Business by the following:

(a) Misrepresenting to the Plaintiff that she would add the Plaintiff as a Member to CBC so that she could operate under the DHEC license issued to the facility;

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(b) By taking steps to exclude her from participating in the Business set forth above;

(c) By depriving Plaintiff of access to records of the Business;

(d) By not paying Plaintiff her share of the profits of the Business;

(e) By failing to account to Plaintiff and to hold as trustee for it any property, profit, or benefit derived by Glenn in the conduct of the Business; and,

(f) By excluding her from access to Business property.

18. Furthermore, Glenn breached her fiduciary duties to Plaintiff as a Member of F&R and the requirements of S.C. Code §33-44-409 by intentionally preventing Plaintiff from access to the facility owned by F&R.

19. As a direct and proximate result of the breach of the duties imposed upon a joint venture and by S.C. Code Ann. §33-44-409 by Glenn described above, Plaintiff has suffered actual, incidental and consequential damages for which Glenn and CBC are jointly and severally obligated to repay to the Plaintiff.

FOR A SECOND CAUSE OF ACTION
(Accounting)

20. Each and every allegation set forth above is hereby reasserted and realleged as fully as set forth herein verbatim, where not inconsistent with this cause of action.

21. Defendants, Glenn and/or CBC have received money, a portion of which is due to the Plaintiff, which amount represents Plaintiff's share of the profits from the Business.

22. The amount of the money due from Defendants Glenn and CBC to the Plaintiff is unknown and cannot be ascertained without an accounting by the Defendants.

23. Therefore, Plaintiff is entitled to an accounting from the Defendants, Glenn and CBC.

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FOR A THIRD CAUSE OF ACTION
(Negligent Misrepresentation)

24. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

25. Glenn represented to Plaintiff that they had entered a joint venture and that Plaintiff could become a member of CBC so that Plaintiff could work under the DHEC license issued to the facility.

26. Glenn owed a duty to the Plaintiff to make sure those representations were truthful, but she breached those duties by not using due care when she made the representations.

27. Plaintiff justifiably relied on Glenn's representations.

28. As a direct and proximate result of the representations by Glenn described above, the Plaintiff has suffered actual and consequential damages for which Defendants are obligated to compensate the Plaintiff.

29. Therefore, Plaintiff is entitled to recover actual, consequential and punitive damages in an amount to be determined by a jury.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract)

30. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

31. Glenn offered and Plaintiff accepted the formation of a joint venture for the Business and Glenn offered Plaintiff the right to be added as member to CBC so that Plaintiff could work under the DHEC license issued to the facility.

32. Good and sufficient consideration was given for the acceptance of the offers.

33. Glenn breached the contract by excluding Plaintiff from the Business and refusing to add her as a member to CBC.

34. As a direct and proximate result of these breaches of contract, Plaintiff has suffered actual and consequential damages for which the Defendant is obligated to pay the Plaintiff.

FOR A FIFTH CAUSE OF ACTION
(Quantum Meruit)

35. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

36. Plaintiff spent $15,561.03 for improvements to the facility and her husband made $4,230.00 in improvements to the facility for which the Defendants have realized and retained the benefit.

37. Under the circumstances, it would be unjust for Defendants to retain the benefit of costs of improvements provided by the Plaintiff and Plaintiff's husband without compensating them for their efforts.

38. As a direct and proximate result of the actions taken by the Defendants, Plaintiff is entitled to payment from the Defendants in the amount of 19,791.03.

FOR A SIXTH CAUSE OF ACTION
(Promissory Estoppel)

39. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

40. In order to induce the Plaintiff to enter into the joint venture, Glenn promised to name the Plaintiff as Member of CBC and to operate the Business as a joint venture.

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41. In reliance upon that promise, Plaintiff quit her job as a property manager and devoted her full attention and resources to developing the Business.

42. It was foreseeable for Glenn to expect that Plaintiff would rely upon the promise by Glenn to make her an equal partner in the joint venture and to add her to the DHEC license.

43. As a direct and proximate result of Glenn's and CBC's failure to honor their promise, Plaintiff has suffered actual and compensatory damages for which they are obligated to repay to the Plaintiff.

FOR A SEVENTH CAUSE OF ACTION
(Dissociation of Glenn from Fisher and Reid, LLC)

44. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

45. Pursuant to S.C. Code 33-44-601, a member of a limited liability company may be expelled because the Member "(i) engaged in wrongful conduct that adversely or materially affected the company's business; (ii) willfully or persistently committed a material breach of the operating agreement or of a duty owed to the company or the other members under Section 33-44-409; or (iii) engaged in conduct relating to the company's business which makes it not reasonably practicable to carry on the business with the member."

46. Based upon Glenn's wrongful conduct alleged herein, the Plaintiff is entitled for Glenn to be disassociated from F&R. Upon her disassociation, the Plaintiff further requests for for the business of F&R to be wound up, and the facility sold at fair market value.

47. The property owned by F&R is more particularly described as follows:

> ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 9, as shown on a plat entitled "Group Development for White Horse Professional Park" prepared by Precision Land Surveying Inc., dated March 28, 2005 and recorded in Plat Book 49-Z at Page 2 in the ROD Office for Greenville County,

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South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed unto Fisher and Reid, LLC by RAD Investments LLC by Deed recorded June 16, 2021 in Book 2626, Page 5816, in the Register of Deeds Office for Greenville County, South Carolina

TMS NO.: 0237.04-01-009.00

FOR AN EIGHTH CAUSE OF ACTION
(Injunctive Relief)

48. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

49. The exclusion of the Plaintiff from the facility and from the business as alleged above will result in irreparable harm to the Plaintiff.

50. Based upon the facts alleged herein, Plaintiffs are likely to succeed on the merits of the litigation as it pertains to Glenn's exclusion of the Plaintiff from the facility and the Business. Furthermore, the Plaintiffs have an inadequate remedy at law for the Glenn's deprivation of Plaintiff's rights.

51. Therefore, Plaintiffs are entitled a temporary restraining order, ordering a hearing on the temporary relief requested and restraining the Defendants from further violations and to an order for a preliminary and permanent injunction requiring Defendants to allow her access to the facility and to return all property belonging to the Plaintiff.

ELECTRONICALLY FILED - 2022 Apr 06 4:53 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

WHEREFORE, Plaintiffs pray as follows:

(1) For an award of actual and consequential damages from the Defendants, jointly and severally, including lost profits, lost wages, lost business, lost opportunity, and lost goodwill in an amount to be determined by the finder of fact; and,

(2) For declaratory judgment that the actions of the Defendant Glenn violated her fiduciary duty to the Plaintiff and the provisions of S.C. Code 33-44-409; and,

(3) For a temporary restraining order and an immediate hearing ordered on the temporary relief requested and restraining Glenn from preventing Plaintiff's access to the property located at 111 Commons Way, Greenville, SC 29611; and,

(4) For declaratory judgment to disassociate Glenn from Fisher and Reid, LLC and for the business of Fisher and Reid, LLC to be wound up and the property owned by the company to be sold; and,

(5) For attorney's fees and costs; and,

(6) For punitive damages in an amount to be determined by a jury or other finder of fact; and,

(7) For such other and further relief as this Court may deem just and reasonable.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes

Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
Post Office Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149

ATTORNEY FOR PLAINTIFFS

April 6, 2022

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
J. Mereinda Fisher, individually, and as	)	2022-CP-23- 01799
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
Vs.	)	**MOTION TO DISMISS**
Cynthia J. Glenn, individually, and as	)	
Member of Fisher and Reid, LLC, and	)	
Carolina Birth Center, LLC d^/a Carolina	)	
Water Birth	)	
Defendants.	)	

FILED
23 JUN 2 PM 12:10
PAM HICKENSMITH
GREENVILLE SC

1. More than 13 months have passed without a filing within the court. The plaintiff has failed to prosecute and comply with the rules of the court. Plaintiff has caused intentional delays and have clouded the timeline and interfered with Defendants due process counterclaims timeline. The case should be dismissed to prevent prejudice of the case towards the Defendant.
2. The Plaintiff has granted an exhaustive number of extensions via her attorney and despite Defendant believing that a resolution had been reached on at least three occasions, Plaintiff continues to deny her signature and change her mind and has produced written drafts that contradict and expand the verbal agreements (compare Exhibit 1 with Exhibit 2).
3. The Causes of Action do not state A COGNIZANT claim of relief as a matter of law, the true intent of the case which is to force this business owner into a liable situation and absolve the Plaintiff of gross malpractice, neglect and fraud and continues to submit settlement agreements unrelated and fundamentally flawed as a matter of law as to this litigation.
4. Plaintiff is abusing the system and process. The case action has an ulterior purpose and is willfully acting outside of the proper and regular conduct of the proceedings. The

defendant has attempted to negotiate to purchase the building she now rents from the Plaintiff, but the claim was brought with bad intentions. This claim is a form of coercion by the Plaintiff to obtain a collateral advantage, not properly involved in the proceeding itself, by attempting to force the defendant's business to absorb a significant liability from an incident that occurred at the hands of the Plaintiff while acting as a contractor for the Defendant. Negotiations have been a form of extortion rather than a resolution should be the proper process.

5. While the Plaintiff alleges that the conflict arose out of a business dispute, the reality is that the defendant had already accepted Plaintiff's verbal offer to purchase the building at the current negotiated rate prior to the filing of this complaint.
6. Gross neglect by Plaintiff caused significant harm to a patient during one of only a few jobs that she was contracted to assist. While not mentioned in the complaint, the negotiations focus primarily on forcing the Defendant to assume her liability from potential future lawsuits.
7. Many charting incompetences and failure to perform basic required testing were observed throughout Plaintiff's short contract. Each of these errors can be met with a $3,000 fine from regulatory agencies. Though not mentioned in the complaint, Plaintiff now demands the CBC absorb responsibility for any repercussions caused by her actions.
8. A loan was procured and ready many months ago that would allow the Defendant to purchase Plaintiff's portion of the building at the asking price, but the Plaintiff's unwillingness to cooperate exceeded the bank's extension deadlines and the secured interest rate was lost.
9. The latest counter offer was unattainable as it removed all bank-required language and thereby removed the ability for this Defendant to get a loan. Plaintiff then demanded money immediately despite intentionally removing Plaintiff's ability to obtain funds (Exhibit 2, strikethrough portions created by Plaintiff sections five (5) and six (6)).

WHEREAS, Plaintiff has failed to prosecute, Abused the Process and not acted in good faith.

THEREFORE, Defendant prays of The Court that this case be dismissed.

Cynthia Glenn

Cynthia Glenn, Defendant
111 Commons Way
Greenville, South Carolina [29611]
info@carolinawaterbirth.com
864-329-0010

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
J. Mereinda Fisher, individually, and as	)	2022-CP-23- 01799
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
Vs.	)	**SERVICE**
Cynthia J. Glenn, individually, and as	)	
Member of Fisher and Reid, LLC, and	)	
Carolina Birth Center, LLC d^/a Carolina	)	
Water Birth	)	
Defendants.	)	

FILED
11:12:21 AM
Greenville County
SC

REPLY/COUNTERCLAIMS, MOTION TO DISMISS were served to Plaintiff's attorney Daniel Hughes via USPS, prepaid mail to Duggan & Hughes, LLC 457-B Pennsylvania Avenue (29650) P.O. Box 449 Greer, SC 29652 on 6/2/23.

Cynthia J Glenn

Cynthia Glenn, Defendant
111 Commons Way
Greenville, South Carolina [29611]
info@carolinawaterbirth.com
864-329-0010

 Exhibit 1

Subject **We have Settlement in Principal**

From John Reckenbeil <john@johnreckenbeillaw.com>

To Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>, Keri Armstrong <keri@johnreckenbeillaw.com>

Date 2022-11-01 15:21

Sandy,

I think we have a settlement in the case. I think in my last email I made a typo. Back on Oct 5th I wrote you email with Plaintiff counsel own words inserted, that credit card was taken care of, and the Ms. Fisher's final offer was $74,000. Then What I did was I sent you an email on Oct 12th saying that "Ms. Fisher was stuck at $72,000", when It should have read "stuck at $74,000". So that's my fault on the type"o" ; it's not Fisher attempting to squeeze any more. But the amount would be $74,000.

I have reached out to a real estate attorney, he estimates the documents to get Fisher off the property deed and disassociate her from the Corporation should be about $350-$425. If you are doing a mortgage on property as a result of buying out Fisher, the real estate attorney may have to coordinate with the Bank to make sure our documents reflect everything properly. (I know enough that I'm no expert in real estate law).

I will be drawing up all the rest of the settlement documents (Release and stipulation of dismissal, which will include all that we discussed.

Please let me know if you have any questions.

John

John G. Reckenbeil, Esq.

LAW OFFICE OF JOHN G. RECKENBEIL, LLC

Physical Address:

114 Renaissance Circle

Mauldin, SC 29662

Mailing Address:

P.O. Box 314

Mauldin, SC 29662

Phone (864) 248-0436

Fax (864) 326-5940

Website: www.johnreckenbeillaw.com

Exhibit 1

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the personal and confidential use of the designated recipient(s) named above and may contain work product and/or attorney-client information, which is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not a named recipient, **YOU ARE HEREBY NOTIFIED** that any review, dissemination, distribution, disclosure or copying of this message and/or attachments is **STRICTLY PROHIBITED**. If you have received this e-mail message in error, please notify us immediately at the telephone number listed above to arrange for the return and/or deletion of the original message. Thank you for your cooperation.

Exhibit 2

~~MUTUAL~~SETTLEMENT AGREEMENT AND GENERAL RELEASE

This ~~Mutual~~Settlement Agreement and General Release ("Agreement") is entered into by and between J. Mereinda Fisher, individually and as a Member of Fisher and Reid, LLC ("Fisher" or "Plaintiff") on the one part and Cynthia J. Glenn, ("Glenn") individually and as a Member of Fisher and Reid, LLC and Carolina Birth Center, LLC d/b/a Carolina Water Birth (collectively the "Defendants") on the other part.

As appropriate, each of the foregoing may be referred to as a "Party" and collectively, as the "Parties".

RECITALS

This Agreement is made with reference to the following:

A. **WHEREAS,** Fisher filed a lawsuit in the Greenville County, South Carolina Court of Common Pleas on April 6, 2022, where the action is now pending and styled *J. Mereinda Fisher, individually and as a Member of Fisher and Reid, LLC ("F & R LLC") v. Cynthia J. Glenn, individually and as a Member of Fisher and Reid, LLC and Carolina Birth Center, LLC d/b/a Carolina Water Birth,* Case No. 2022-CP-23-01799 (the "Lawsuit"); and

B. **WHEREAS**, Plaintiff's Complaint sets forth allegations that: Plaintiff and Glenn were equal members of F & R LLC, (the "F&R"); in that Plaintiff alleges that she contributed financial funds to the purchase of a ~~building unit~~Building that is located at 111 Commons Way, Greenville, SC 29611, ("the Building"); and alleges she was improperly dissociated from F & R and Carolina Birth Center, LLC d/b/a Carolina Water Birth ("CBC"), and deprived personal property as well as her financial interest in both F&R and CBC and the Building; and

C. **WHEREAS,** ~~Glenn alleges that Fisher still maintains full access to F&R and has never been an owner of any portion of Carolina Birth Center, LLC or the d/b/a association. That Fisher, as a contractor with admitting privileges, defaulted on her duties and in so doing nullified her agreement and access to CBC. Fisher's only remaining association with CBC is as a partial landlord due to her partial ownership of F&R. That Fisher was reimbursed for all services rendered and additionally was pre-paid for services to which Fisher defaulted and did not provide. That Fisher's default cost CBC business losses and jeopardized their ability to provide effective customer care operations.~~ ¶

~~D. **WHEREAS,** Glenn fully denies all allegations made by the Fisher, to include all allegations set forth in her Lawsuit; and¶~~

E. ~~**WHEREAS,** Fisher also fully denies all allegations made by Glenn~~Defendants fully deny all allegations made by the Plaintiff, to include all allegations set forth in her Lawsuit; and

F. WHEREAS, Defendants have also asserted claims through discussions with Plaintiff and Plaintiff's attorney, which Plaintiff denies, regarding certain acts and omissions of the Plaintiff during the time they worked together at CBC.

G. **WHEREAS**, the Parties have agreed to resolve any and all issues surrounding their respective claims, including ~~Fisher's sale of her interest in the Building to Glenn, and Fisher's dissociation of~~dissociation, as well any alleged business relationship with Defendants and the termination of that relationship (including, but not limited to, the allegations contained in the Lawsuit or that could have been contained in the Lawsuit) and to set forth their respective rights and obligations so related in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions, which constitute full ~~resolution~~settlement of any and all disputes between them:

1. **Recitals:** The Parties acknowledge that the "WHEREAS" clauses preceding Paragraph 1 are true and correct and are incorporated herein as material parts to this Agreement.

2. **Definitions:** Throughout this Agreement, the following terms shall be defined as follows:

(A) "Defendants" shall include the following:

(1) Cynthia J. Glenn, individually and as a Member of Fisher and Reid, LLC, as well as her spouse, respective agents, investigators, attorneys, owned, or affiliated business entities, relatives, heirs, executors, administrators, successors, and assigns.

(2) Carolina Birth Center, LLC d/b/a Carolina Water Birth, together with any and all affiliated or related entities, subsidiaries, or divisions, and the shareholders, members, directors, plans, administrators, committee members, officers, employees, insurers and agents thereof.

(B) "Fisher" shall include the Plaintiff, J. Mereinda Fisher, individually and as a Member of Fisher and Reid, LLC as well as her spouse, respective agents, investigators, attorneys, her other owned or affiliated business entities, spouse, relatives, heirs, executors, administrators, successors, and assigns.

3. **Effective Date:** This Agreement is not enforceable and effective until ~~Fisher and Glenn~~Plaintiffs and Defendants receive a copy of this Agreement executed by Fisher and Glenn.~~¶~~

~~4. **Agreement**~~

5. **Settlement Sum:** As consideration for Fisher's execution of and compliance with the terms and conditions of this ~~agreement~~Agreement, including Fisher: A) fully executing all required real estate transaction paperwork transferring ~~and/or divesting~~ any and all ~~Property~~ interests Fisher may or does have in the ~~building unit~~Building that is located at 111 Commons Way, Greenville, ~~South Carolina, 29611, tax map # 0237040100900~~SC 29611; B) fully executing all required paperwork to fully disassociate from the Corporation F & R LLC (both A) and B) shall be referred herein to the "Closing"); and C) fully executing this document as a full waiver and release of claims ~~listed herein, Glenn agrees~~in Paragraph 7(A) and its subparts, the Defendants agree upon Closing to pay the following monies to which Fisher is not otherwise entitled:

(A) A total payment in the gross amount of SEVENTY-FOUR THOUSAND AND 00/100 DOLLARS ($74,000.00) (the "Settlement Payment"). ~~Glenn~~Defendants shall cause one check to be issued as follows:

(i) one check made payable to J. Mereinda Fisher in the amount of SEVENTY-FOUR THOUSAND and 00/100 Dollars ($74,000.00), representing full payment to Fisher for ~~which an IRS Form 1099 may be timely issued to Fisher by the closing attorney representing the sales proceeds for her interest in the real property. The payment shall be made immediately upon completion of all terms and conditions set forth above. Upon payment, Fisher shall immediately file a voluntary dismissal with prejudice of the above referenced lawsuit.~~all disputed claims known and unknown compensation in the Lawsuit. Glenn pay all closing costs associated with the real estate transaction. The Settlement Payment shall be made immediately upon completion of all terms and conditions set forth above.

The Parties stipulate and agree that the ~~payment~~Settlement Payment is a fair and reasonable settlement of Fisher's claims, including all of ~~named~~her listed claims, as well as any and all other claims for relief or damages Fisher may have or claim to have against ~~Glenn~~Defendants, whether known or unknown, asserted or unasserted, accrued or unaccrued, up to and including the date Fisher executes this Agreement.

6. ~~**Agreement Transaction Details:** Property interest of the 111 unit of Commons Way, Greenville, South Carolina, tax map # 0237040100900 shall be fully relinquished to Glenn upon the exchange of sums described in 4.(A)(i). Fisher acknowledges that financing is being acquired and that this arrangement is valid for sixty (60) days from~~

~~execution. Fisher agrees to pay the recording fee pursuant to S.C. Code Ann. §12-24-10, the deed preparation fee and costs to record the deed. Glenn shall be responsible for all other closing costs. ¶~~

~~7. **Personal Items Returned**: Following the pre-conditions occurring as set forth in, Fisher shall be granted thirty (30) days after the Closing contemplated above to request the following abandoned personal items. Glenn shall provide reasonable opportunity for Fisher or representative to retrieve items located at a storage facility in Taylor, South Carolina. ¶~~

~~8. PERSONAL ITEMS – Copy of Fisher's QuantiFERON laboratory result; Hemoglobin Meter; Large Picture; White Chairs; Copier/~~**Personal Items Returned:** Following the pre-conditions occurring as set forth in Paragraphs 3 and 4, Fisher shall be granted thirty (30) days after the Closing contemplated above to access the storage facility located at _____, which houses the following items to be returned to Fisher as part of this settlement. Glenn shall provide reasonable access to the storage facility upon request by Fisher.

(A) ITEMS RETURNED - Copy of Fisher's staff folder which is her (admitting privileges application/agreement, privacy statement TB, CPR, CEUs); Hemoglobin Meter; Large Picture; Front Waiting room Chairs; Copy & Fax Machine; Flower Arrangement in Waiting Room; Roll Top Desk; Dresser; Teaching Aids model of baby, placenta and pelvis; Framed License; and Notary certificate.

It is understood that no other Debts or Obligations are owed by ~~Glenn~~Defendants. Except as specifically set forth in this ~~agreement~~Agreement, Fisher represents that following ~~Glenns~~Defendants' tender of the ~~payment~~Settlement Payment and access to retrieve personal items, ~~Glenn has~~Defendants have no outstanding debts or other obligations towards Fisher under any applicable statute, law or under contract.

9. **Taxes:** The amounts set forth in Paragraph 4 "Settlement Payment" may be subject to applicable income taxes under applicable law. If it shall be determined that said ~~payment~~Settlement Payment is taxable, Fisher agrees she shall be solely responsible for such taxes and will indemnify, defend, and hold ~~Glenn and Glenn~~Defendants and Defendants' counsel harmless in the event there is any claim against any of the ~~Glenn~~Defendants for such taxes. Fisher agrees and acknowledges that neither ~~Glenn~~Defendants nor its counsel have made any representations to her or her counsel regarding the tax consequences of any payments or amounts received by her pursuant to this ~~agreement~~Agreement.

10. **Mutual Release of Claims:**

(A) *General and Full Release of All Claims.* Subject to the rights enumerated ~~herein~~in Paragraph 7 below, in exchange for, and in consideration of, the payments, benefits, and other commitments described above, Fisher and Glenn, for

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themselves and for each of their heirs, executors, administrators, and assigns, and on behalf of F&R and CBC, hereby fully release, acquit, and forever discharge each other and F&R and CBC and each of their predecessors, successors and assigns, parent corporations, subsidiary corporations, affiliated entities, insurers or re-insurers, and the officers, directors, shareholders, partners, employees, attorneys and agents, past and present, of each of the aforesaid entities ("Released Parties") of and from any and all claims, liabilities, causes of action, personal injuries, losses, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that Fisher and Glenn may now have or has ever had relating directly or indirectly to the Lawsuit allegations and the relationship between the parties hereto that exists or may exist as a result of acts or omissions by either party concerning F&R and CBC occurring at any time prior to and up to and including the date on which Fisher and Glenn execute this ~~agreement~~Agreement (the "Claims"). Without limiting the forgoing, the Claims include, but are not limited to, any alleged violation of any federal, state, or local laws (including statutes, regulations, other administrative guidance, and common law doctrines) including, but not limited to: the Fair Labor Standards Act ("FLSA"); the Age Discrimination in Employment Act ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); Title VII of the Civil Rights Act of 1964 ("Title VII"); Sections 1981 and 1983 of the Civil Rights Act of 1866; the Americans With Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Workers Adjustment and Retraining Notification Act ("WARN"); the Employee Retirement Income Security Act ("ERISA"); the Occupational Safety and Health Act ("OSHA"); the National Labor Relations Act ("NLRA"); the Genetic Information Non Discrimination Act ("GINA"); the Equal Pay Act ("the EPA"); the Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the South Carolina Human Affairs Law, S.C. Code Ann. §§ 1-13-30 and 1-13-80; S.C. Code Ann. § 16-17-560; the South Carolina Payment of Wages Act, all as amended, and any other federal, state, or local laws relating to restricting an employer's right to terminate employees or otherwise regulating employment; regarding unpaid wages, including without limitation, unpaid compensation, bonuses, commissions, overtime, minimum wage, expenses, meal period premiums, shift premiums, and rest period premiums; enforcing express or implied employment contracts; requiring an employer to deal with employees fairly or in good faith; prohibiting retaliation or retaliatory actions; providing recourse for alleged wrongful discharge, demotion, failure to promote or transfer, or loss of seniority; providing recourse for any tort, physical or personal injury, intentional and negligent infliction of emotional distress, fraud or false promise, negligent misrepresentation, promissory estoppel, interference with contract or prospective economic advantage, or defamation; providing compensatory damages, punitive damages, interest, costs or attorneys' fees; and/or allowing similar or related claims. All common law, statutory and contractual obligations

owed by any of the ~~Glenn~~Defendants to Fisher are released, waived, discharged, and of no further effect.

(B) *Unknown Claims.* Other then set forth below in (~~8~~7)(C), Fisher and Glenn represent that they know of no pending or active claim(s) that has/have not been released by Paragraph ~~8~~7(A). Fisher and Glenn acknowledge that they may have sustained or may yet sustain damages, costs, or expenses that are presently unknown to them and therefore, understand that they are releasing Claim(s) that may be unknown between the Released Parties. Fisher and Glenn expressly waive and relinquish all rights and benefits which they may have under any state or federal statute or common law principles that would otherwise limit the effect of this ~~agreement~~Agreement to Claims known or suspected prior to the date she signs this ~~agreement~~Agreement, and they do so understanding and acknowledging the significance and consequences of such specific waiver. Thus, for the purpose of implementing a full and complete release and discharge of the Released Parties by this ~~agreement~~Agreement, Fisher and Glenn expressly acknowledge that this ~~agreement~~Agreement is intended to include in its effect, without limitation, all Claims which they~~-~~ do not known or suspect to exist in their~~-~~ favor at the time they~~-~~ sign this ~~agreement~~Agreement, and that this ~~agreement~~Agreement contemplates the extinguishment of any such Claims.

(C) *Non-released Claims.* Nothing in this ~~agreement~~Agreement is intended to waive Claims: (a) regarding and/or for or by any third-party administrative agency who has oversight responsibility for the field that ~~CBC~~Carolina Water Birth partakes, to include but ~~not~~ limited to, DHEC. Thus, should any third-party agency undertake an audit or investigation into ~~Fisher or Glenn~~Carolina Water Birth and/or Defendants that encompasses the time frame to which Fisher provided ~~Midwifery~~Midwife services at ~~CBC~~Carolina Water Birth, Fisher shall be duty bound to fully cooperate with Glenn or such third-party, to include ~~providing~~provide either Glenn or the Third-Party Agency with any requested or necessary documentation to comply and/or respond to said audit. Each Party shall be solely responsible for their own past compliance of all applicable ~~midwifery~~"Midwifery" laws and regulations to include SC Code of Regulation 61-24. Glenn or CBC shall provide Fisher with access records needed by Fisher in order to comply with any such audit ~~or investigation.~~ ¶

¶

¶

(D) *Certification.* As an additional, material condition of this Agreement, Fisher shall timely execute the Certification attached hereto as **Exhibit A** and made part and parcel with this Agreement.

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11. **No Interference With Rights:** Nothing in this Agreement shall be construed to prevent Fisher, and/or Glenn in good faith, responding to a lawfully issued ~~subpoena~~Subpoena OR from filing a charge of discrimination with, reporting – without prior notice to or consent from ~~either party~~Plaintiff or Defendants – possible waste, fraud, abuse, occupational injury or illness, or violations of any law or regulation to, providing supporting information or documents to, and/or participating in an investigation or testifying in any proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, Department of Health and Environmental Control Occupational Safety and Health Administration, the United States Department of Labor, and/or any other similar local, state, or federal administrative agency charged with the enforcement of any laws or regulations. However, in accordance with Fisher's release of claims in Paragraph 7 of this Agreement, Fisher waives her right to recover any individual relief (excluding the consideration provided to her under this Agreement, but including backpay, front pay, reinstatement, or other monetary, legal or equitable relief) in any charge, complaint, lawsuit or other proceeding brought by her or on her behalf by any third party, except where such a waiver of individual relief is prohibited by law and except for any right she may have to receive a bounty payment or other award from a government agency (and not from the Released Parties) for information provided to the government agency.

12. **Representations:** Fisher and Glenn specifically represent, warrant, and confirm that they:

(A) have not filed ~~nor shall not file~~ any claims, charges, complaints, or actions of any kind against any of the Released Parties with any court of law, or local, state, or federal government or agency except the Lawsuit referenced above; and,

(B) have not engaged in ~~and shall not engage in~~, nor are they aware of, any unlawful conduct relating to F&R or CBC of any of the Released Parties.

13. **Affirmations:** Fisher represents and affirms that she has been paid and/or received all leave (paid or unpaid), compensation, wages, expenses, bonuses, commissions, monies and/or benefits to which she may be entitled and that no other leave (paid or unpaid), compensation, wages, expenses, bonuses, commissions, and/or benefits are due her, except as provided for in this Agreement. Fisher affirms that she has reported all work-related injuries suffered during her ~~time working at CBC or Glenn~~alleged employment with Defendants and any and all concerns regarding suspected ethical and compliance issues or violations on the part of ~~Glenn~~any of the Defendants or any released person or entity.

14. **Confidentiality:** Subject to the rights enumerated ~~above~~in Paragraph 8, in consideration of the obligations under this Agreement, Fisher ~~and Glenn agree~~agrees that this Agreement and the terms and conditions hereof, the events leading up to this Agreement and any conversations or correspondence relating thereto are strictly, and shall forever remain, confidential, and that neither Fisher nor ~~Glenn nor their~~ her heirs,

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agents, executors, administrators, attorneys, legal representatives or assigns shall disclose or disseminate, directly or indirectly, any information concerning any such terms to any third person(s), unless under legal process.

15. **Non-Disparagement:** Subject to the rights enumerated in Paragraph 8, Fisher and Glenn agree that they will not make any statements, representations, provide information, issue statements, or take any action regarding any of the ~~parties~~any of the Plaintiffs' or Defendants' products or services that would cause the respective person or entity embarrassment or humiliation or otherwise cause or contribute to the same being held in disrepute.

16. **No Assignment:** The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this Agreement, that the Parties have the sole right and exclusive authority to execute this Agreement, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this Agreement.

17. **Governing Law and Enforcement:** This Agreement shall be governed by and construed in accordance with the laws of the state of South Carolina without regard to its conflicts of law provisions. Should any Party to this Agreement be required to pursue a claim in law or equity to enforce any provision of this Agreement, the prevailing party shall be entitled to recover, in addition to any and all other relief, an award of reasonable costs and attorneys' fees so incurred.

18. **No Admission of Liability:** The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by ~~either party~~any of the Defendants or Plaintiffs of any liability or unlawful conduct of any kind. The Parties agree that neither Fisher nor Glenn shall be considered a prevailing party for any purpose.

19. **Headings:** The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.

20. **Modification of Agreement:** This Agreement may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. Fisher and Glenn agree not to make any claim at any time or place that this Agreement has been orally modified in any respect whatsoever. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the Party against whom such waiver is charged. The Parties acknowledge that only an authorized representative of each of the parties have the authority to modify this Agreement on behalf of the same.

21. **Interpretation:** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of

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the Parties. This Agreement has been negotiated by and between the Parties and shall not be construed against the "drafter" of the Agreement.

22. **Severability:** The Parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, if any portion or provision of this Agreement (including, without implication of limitation, any portion or provision of any section of this Agreement) is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this Agreement.

23. **Binding Nature of Agreement:** This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each Party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

24. **Understanding and Acknowledgement:** Fisher ~~and Glenn acknowledge that they have~~acknowledges that she has carefully read this Agreement, ~~are~~is advised of, and ~~agree~~agrees to the following:

(A) the consideration provided to ~~either party~~Fisher under this Agreement may exceed the nature and scope of any consideration to which ~~they~~Fisher may otherwise have been legally entitled to receive absent her execution of this Agreement;

(B) Fisher and Glenn are hereby advised to consult with an attorney prior to executing this Agreement, and ~~have~~she has taken advantage of this right;

(C) Fisher and Glenn have read and fully understands the terms of this Agreement; and

(D) nothing contained in this Agreement purports to release any of Fisher's rights or claims under the ADEA that may arise from acts occurring after the date of the execution of this Agreement.

25. **Performance:** ~~Glenns' and Fishers~~Defendants' obligation to perform under this Agreement is conditioned upon Fisher's agreements and promises to Defendants as set forth herein, including, without limitation, Fisher's release of claims and certification set forth in ~~Sections 4 and 8~~Section 7, as well as Fisher's promises and affirmations set forth in Sections ~~9 and 10~~: 7(C) and (D), 8 and 9 of this Agreement.

26. **Entire Agreement:** This Agreement sets forth the entire Agreement between the Parties hereto, and fully supersedes any prior obligation of ~~Glenn~~the Defendants to Fisher.

Fisher acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept this Agreement, except for those set forth in this Agreement.

27. **Counterparts; Electronic Signatures:** This Agreement may be executed in counterparts that may be delivered by electronic transmission, each of which will be deemed to be an original and together will constitute one and the same instrument. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. ~~Additionally, a properly notarized, raised seal, color, wet-ink original shall be provided to each party at closing.~~ ¶

~~28.~~

THE PARTIES HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND FISHER TO RECEIVE THE SUMS AND BENEFITS IN PARAGRAPH 4 ABOVE, FISHER AND GLENN FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS THEY HAVE S OR MIGHT PRESENTLY HAVE AGAINST THE ~~EITHER PARTY.~~DEFENDANTS AND PLAINTIFFS

[SIGNATURES ON FOLLOWING PAGE]

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J. Mereinda Fisher

_____
Signature

_____
Printed Name

_____
Date

Cynthia J. Glenn

_____
Signature

_____
Printed Name

_____
Date

J. Mereinda Fisher for F & R LLC

_____
Signature

_____
Printed Name

_____
Date

Cynthia J. Glenn for F & R LLC, and Carolina Birth Center d/b/a Carolina Water Birth

_____
Signature

_____
Printed Name/Title

_____
Date

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)
J. Mereinda Fisher et al.)
Plaintiff,)
vs.)
Cynthia J. Glenn et al.)
Defendant.)

IN THE COURT OF COMMON PLEAS
____JUDICIAL CIRCUIT

CASE NO.: 2022-CP-23-01799

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
Daniel Hughes, Bar No. ____	Cynthia Glenn, Bar No Sui Juris
Address: PO Box 449 Greer 29650	Address: 111 Commons Way Greenville SC 29611
Phone: 864-334-2500 Fax 864-879-0149	Phone: 864-329-0010 Fax 864-373-9063
E-mail: dhughes@dugganhughes.com	E-mail: CarolinaBirthCenter@gmail.com Other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☒ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Dismissal
Estimated Time Needed: ____ Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Cynthia Glenn
Signature of Attorney for ☐ Plaintiff / ☒ Defendant

6/2, 2023
Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $ ____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: ____
- ☐ Other: ____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: ____

JUDGE CODE ____

Date: ____, 20____

CLERK'S VERIFICATION

Collected by: ____ Date Filed: ____, 20____

☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	NOTICE OF MOTION AND MOTION TO DISMISS
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.	)	

TO: DEFENDANTS NAMED ABOVE:

PLEASE TAKE NOTICE that ten (10) days after the date of service hereof, or at such other further time and place as the Court deems appropriate, the Plaintiff named above, by and through their undersigned counsel, will move before this Court, pursuant to pursuant to Rules 12(b)(5) and 12(b)(6), SCRCP, to dismiss the Defendants' counterclaims for insufficiency of process and for failure to state a cause of action for which relief can be granted.

Defendants failed to include a summons with their counterclaims as required by Rules 3 and 4, *SCRCP*. Furthermore, Defendants' counterclaims fail to state facts sufficient to constitute any cause of action against the Plaintiffs.

Based upon the foregoing, Plaintiffs request, pursuant to Rule 12(b)(5) and 12(b)(6), *SCRCP*, that Defendants' counterclaims be dismissed.

ELECTRONICALLY FILED - 2023 Jul 10 8:45 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

I hereby certify that these Motions are meritorious and not intended merely for delay.

Respectfully submitted,

DUGGAN & HUGHES, LLC

s/Daniel R. Hughes

July 10, 2023

Daniel R. Hughes (SC Bar #72547)
457-B Pennsylvania Ave.
Post Office Box 449
Greer, SC 29652-0449
Tel: (864) 334-2500
Fax: (864) 879-0149
dhughes@dugganhughes.com
ATTORNEY FOR DEFENDANTS

ELECTRONICALLY FILED - 2023 Jul 10 8:45 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	REPLY TO COUNTERCLAIMS
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

TO: DEFENDANTS NAMED ABOVE:

Comes now the Plaintiffs and replying to the Defendants' Counterclaims as follows:

1. Each and every allegation of Defendants' Counterclaims not specifically admitted herein is denied.

FIRST DEFENSE
(General Denial)

2. The Plaintiffs deny each and every allegation contained in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 which are captioned by the Defendants as counterclaims.

FOR A SECOND DEFENSE
(Failure to State Facts Sufficient to Constitute a Cause of Action)

3. All allegations of the foregoing defenses are incorporated herein and made a part hereof by reference where not inconsistent with this defense.

4. Pursuant to Rule 12(b)(6) of the *South Carolina Rules of Civil Procedure*, Plaintiffs asserts that the Defendants have failed to state facts sufficient to constitute a cause of action under

the laws of South Carolina and the United States of America, and therefore, request for this Court to dismiss this case in its entirety.

FOR A THIRD DEFENSE
(Insufficiency of Process)

5. All allegations of the foregoing Defenses are incorporated herein and made a part hereof by reference where not inconsistent with this defense.

6. Defendants failed to include a summons with their counterclaims, and therefore, Defendants counterclaims should be dismissed for failure to comply with Rules 3 and 4, *SCRCP*.

7. Defendant reserves the right to amend this Answer to more fully respond to the Defendants' counterclaims as allowed by Rule 15, *SCRCP*, and to assert additional defenses as may arise during discovery and Plaintiffs' investigation of the allegations of Defendants' counterclaims.

WHEREFORE, Plaintiffs, having fully answered the counterclaims of Defendants, pray as follows:

1. That this Court dismiss Defendants' counterclaims with prejudice;

2. That this Court award Plaintiffs their costs and attorney's fees for the cost of defending the counterclaims; and,

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3. For such and other further relief as this Court may deem just and equitable.

Respectfully submitted,

DUGGAN & HUGHES, LLC

s/Daniel R. Hughes

Daniel R. Hughes (S.C. Bar #72547)
457-B Pennsylvania Ave. (29650)
Post Office Box 449 *(mailing)*
Greer, SC 29652-0449
Telephone (864) 334-2500
Facsimile (864) 879-0149
ATTORNEYS FOR DEFENDANTS

Dated: July 10, 2023
Greer, South Carolina

ELECTRONICALLY FILED - 2023 Jul 10 8:45 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
Mereinda Fisher, individually, and as	)	2022-CP-23- 01799
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
Vs.	)	**DEFENDANT'S MOTION**
Cynthia J. Glenn, individually, and as	)	**FOR SANCTIONS**
Member of Fisher and Reid, LLC, and	)	
Carolina Birth Center, LLC d^/a Carolina	)	
Water Birth	)	
Defendants.	)	

'23 JUL 17 PM3:51
Brice Garrett COC GVL SC

The actions by attorney Daniel Hughes only increase hourly billing without advancing the case or working towards a resolution. They do not serve the best interest of parties and are overly burdensome for The Court and violate SCRCP 11(a) with recommended sanctions as deemed appropriate by The Court. Additionally attorney for Plaintiff Fisher has violated SCRCP Rules 5,7 and 8 by not acting in good faith to resolve the matter when he has refused to communicate with Defendant Glenn, has filed Frivolous Claims, and has Failed to serve all parties (Exhibits 1,2,3) and violations of SCRCP Rules 5, 7 and 8:

1. SCRCP 11(a) "Signature. Every pleading, motion or other paper of a party represented by an attorney shall be signed in his individual name ..." Glenn is being represented as the Plaintiff and as the Defendant in these filings in at least two incidences but has not given her authority or signature for such filings:
    a. Cynthia Glenn is partial owner of Fisher and Reid, LLC and has not authorized nor retained an attorney to sue her own entity.
    b. COMPLAINT states that Glenn has breached a duty to Glenn, yet Glenn has not authorized this claim on her behalf. Glenn is of legal age and capable of managing her own affairs and has not authorized or given her signature to pursue these claims as stated in COMPLAINT paragraph number one (1.) *"INTRODUCTION 1... The known actions of Glenn as outlined in this lawsuit constitute, among other things, a breach of her fiduciary duty to Glenn, breach of contract..."*

2. Plaintiff Fisher has filed pleadings for improper purposes and outside of rules to coerce Defendant into agreement conditions outside of the stated claims. All matters stated in the case filings have been resolved, yet Plaintiff Fisher is withholding her signature unless she is fully absolved of her wrongdoing while acting as a contractor for Carolina Birth Center, LLC; an issue not raised in pleadings. Plaintiff Fisher is abusing the system and process. The case action has an ulterior purpose and is willfully acting outside of the proper and regular conduct of the proceedings (Exhibit 5).
3. Despite Plaintiff Fisher's assertions in REPLY TO MOTION and NOTICE OF MOTION AND MOTION TO DISMISS, Defendant is acting according to process and does not seek to delay litigation. In REPLY TO MOTION and NOTICE OF MOTION AND MOTION TO DISMISS, attorney for Plaintiff Fisher willfully misrepresents Rules by alleging that Defendant failed to file a Summons, according to SCRCP Rules 3 and 4 and asserts that Defendant did not state a proper claim (Exhibit 4). Such assertions are erroneous and malicious in intent and are intended to void legitimate counterclaims;.
4. Plaintiff Fisher has not properly served Defendants and is refusing to communicate with them regarding this case. Despite full knowledge that the attorney hired by Defendant Glenn never filed notice of representation or made an appearance in this case and is no longer contracted for services; Plaintiff Fisher's attorney has also failed to serve the Defendant. He has made electronic filings and notified the absentee attorney despite full knowledge that the filings are not reaching the Defendants (Exhibits 1,2,3). Defendant discovered the filings in the public index only by happenstance.
5. Only one Complaint and Summons was served in these original filings and they were served to Cynthia Glenn personally. Glenn is named as a Defendant and also represents the other entities named as Defendants and one entity named as a Plaintiff. All parties have identical claims against them in the case. By refusing to

communicate with Glenn regarding her personal stake in this issue or as a representative of other parties, Plaintiff Fisher and representing counsel have violated Rules and the rights of parties in this case. If Glenn can be personally served in this case, then Glenn is entitled to communicate regarding the claims against her. If Glenn is not entitled to communicate and she was only served as a representative of the LLC, then two Defendants have not yet been served the original Complaint and Summons in this case and all filings are void.

WHEREAS, Attorney for Plaintiff Fisher has made Frivolous Filings, Abused the Process, filed pleadings with improper purposes, acted outside of rules as a means of harassing defendant, caused unnecessary delays and needlessly increased the cost of litigation; And whereas Defendant has complied fully with the process, has invested considerable time, has suffered business delays and has spent $8953.76 on attorney consultation/mediation fees; Defendant prays as follows:

1. That this Court issue sanctions against Plaintiff Fisher's attorney;
2. That this Court award Defendant their costs, financial reimbursement for time spent/lost and attorney's fees for the cost occurred during the course of these actions; and
3. For such and other further relief as this Court may deem just and equitable.

Respectfully submitted,

Cynthia Glenn

Cynthia Glenn, Defendant
111 Commons Way
Greenville, South Carolina [29611]
info@carolinawaterbirth.com
864-329-0010

Exhibit 1

roundcube
open source webmail software

Subject **Fisher v Glenn**
From Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
To Daniel Hughes <dhughes@dugganhughes.com>
Date 2023-06-09 10:16

Mr. Hughes,

At your earliest convenience, could you please contact me with the progress of this case. I have been receiving conflicting information from Mr. Reckenbeil and have discovered that he never made an appearance as the attorney of record so you will be contacting me directly from here out.

Thank you,

Sandy

864-329-0010

Subject **Delivered: Fisher v Glenn**
From <postmaster@dugganhughes.com>
To <sandy@carolinawaterbirth.com>
Date 2023-06-09 10:16

roundcube open source webmail software

Your message has been delivered to the following recipients:

Daniel Hughes (dhughes@dugganhughes.com)

Subject: Fisher v Glenn

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Arrival-Date: Fri, 9 Jun 2023 14:16:41 +0000

Final-Recipient: rfc822;dhughes@dugganhughes.com
Action: delivered
Status: 2.0.0
Diagnostic-Code: smtp;250 2.0.0 OK
X-Display-Name: Daniel Hughes
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Date: Fri, 09 Jun 2023 10:16:36 -0400
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To: Daniel Hughes <dhughes@dugganhughes.com>
Subject: Fisher v Glenn
Message-ID: <4345dc187686808f91a2599291c17982@carolinawaterbirth.com>
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X-SpamExperts-Username: 35.212.5.215
Authentication-Results-Original: mailspamprotection.com; auth=pass
 smtp.auth=35.212.5.215@gvam1299.siteground.biz
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X-SpamExperts-Outgoing-Evidence: Combined (0.43)
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carolinawaterbirth.com
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X-MS-Exchange-Organization-AVScannedByV2: true
X-MS-Exchange-Organization-AVScanComplete: true
X-MS-Exchange-Organization-ExternalRoutingTopologyAnalysis:
X-MS-Exchange-Organization-Recipient-Limit-Verified: True
X-MS-Exchange-Organization-TotalRecipientCount: 1
X-MS-Exchange-Organization-ASDirectionalityType: 1
X-MS-Exchange-Organization-HVERecipientsForked: 1.0
X-MS-Exchange-Organization-SafeAttachmentPolicy-Enable: 0
X-MS-Exchange-Organization-SafeLinksPolicy-EnableSafeLinksForEmail: 0
X-MS-Exchange-Organization-SafeLinksPolicy-EnableSafeLinksForInternalSenders:
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X-MS-Exchange-Organization-Boomerang-Verdict: None
X-MS-Exchange-Organization-MetadataFeatureTable:
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X-MS-Exchange-Organization-CommunicationStateSummary: FC
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1030:carolinawaterbirth.com 1034:1E53097B@dugganhughes.com
1035:carolinawaterbirth.com
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<sandy@carolinawaterbirth.com>
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(UTC)
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X-MS-Exchange-Organization-DelayAnalysis-Summary: Processed

Subject **Read: Re: Fisher v Glenn**
From Daniel Hughes <dhughes@dugganhughes.com>
To Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
Date 2023-06-19 21:17

Your message

To: Daniel Hughes
Subject: Re: Fisher v Glenn
Sent: Monday, June 19, 2023 9:07:05 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, June 19, 2023 9:17:58 PM (UTC-05:00) Eastern Time (US & Canada).

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Final-recipient: RFC822; dhughes@dugganhughes.com
Disposition: automatic-action/MDN-sent-automatically; displayed
X-MSExch-Correlation-Key: CjReYuRTCkmn1B89tJnpYw==
Original-Message-ID: <4c160dfd1b7073f8dc375862070b2188@carolinawaterbirth.com>
X-Display-Name: Daniel Hughes
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Exhibit 2

Certificate of Electronic Notification

Recipients

Daniel Hughes - Notification transmitted on 07-10-2023 08:46:15 AM.

ELECTRONICALLY FILED - 2023 Jul 10 11:35 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

ELECTRONICALLY FILED - 2023 Jul 10 11:35 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2022CP2301799

Official File Stamp:	07-10-2023 08:45:01 AM
Court:	CIRCUIT COURT
	Common Pleas
	Greenville
Case Caption:	J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al
Document(s) Submitted:	Reply/Reply to Counterclaim
	Motion/Dismiss
Filed by or on behalf of:	Daniel Roper Hughes

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Daniel Roper Hughes for J Mereinda Fisher et al

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Cynthia J Glenn for Cynthia J Glenn

Carolina Water Birth

Fisher And Reid LLC

Carolina Birth Center LLC

Cynthia J Glenn for Cynthia J Glenn

Exhibit 3

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC Plaintiff, vs. Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth Defendant(s),	C. A. NO. 2022-CP-23-1799 **AFFIDAVIT OF SERVICE**

PERSONALLY appeared before me the undersigned, who, being duly sworn, says that (s)he served a **Summons** and **Complaint** in the above-entitled matter on Cynthia J. Glenn, Member of Carolina Birth Center, LLC d/b/a Carolina Water Birth by delivery to Cynthia J. Glenn, personally, and leaving with her one copy of the same at the following address: 111 Commons Way, Greenville, South Carolina 29645 on the 4th day of May, 2022 at 12:02 p.m. The deponent is not a party to nor interested in this action.

Travis Watson

SWORN to before me this the
4th day of May, 2022.

(LS)
Notary Public for South Carolina
My commission expires: 02/07/2023

Description of Person Receiving Documents:
SEX: female; SKIN COLOR: white; AGE: 55-60; FACIAL HAIR: none; HEIGHT: 5'-6"; WEIGHT: 220

ELECTRONICALLY FILED - 2022 May 06 11:54 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Exhibit 4

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	NOTICE OF MOTION AND MOTION TO DISMISS
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.	)	

TO: DEFENDANTS NAMED ABOVE:

PLEASE TAKE NOTICE that ten (10) days after the date of service hereof, or at such other further time and place as the Court deems appropriate, the Plaintiff named above, by and through their undersigned counsel, will move before this Court, pursuant to pursuant to Rules 12(b)(5) and 12(b)(6), SCRCP, to dismiss the Defendants' counterclaims for insufficiency of process and for failure to state a cause of action for which relief can be granted.

Defendants failed to include a summons with their counterclaims as required by Rules 3 and 4, *SCRCP*. Furthermore, Defendants' counterclaims fail to state facts sufficient to constitute any cause of action against the Plaintiffs.

Based upon the foregoing, Plaintiffs request, pursuant to Rule 12(b)(5) and 12(b)(6), *SCRCP*, that Defendants' counterclaims be dismissed.

ELECTRONICALLY FILED - 2023 Jul 10 8:45 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

I hereby certify that these Motions are meritorious and not intended merely for delay.

Respectfully submitted,

DUGGAN & HUGHES, LLC

s/Daniel R. Hughes

July 10, 2023

Daniel R. Hughes (SC Bar #72547)
457-B Pennsylvania Ave.
Post Office Box 449
Greer, SC 29652-0449
Tel: (864) 334-2500
Fax: (864) 879-0149
dhughes@dugganhughes.com
ATTORNEY FOR DEFENDANTS

ELECTRONICALLY FILED - 2023 Jul 10 8:45 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Exhibit 5

~~execution. Fisher agrees to pay the recording fee pursuant to S.C. Code Ann. §12-24-10, the deed preparation fee and costs to record the deed. Glenn shall be responsible for all other closing costs. ¶~~

~~7. Personal Items Returned: Following the pre-conditions occurring as set forth in, Fisher shall be granted thirty (30) days after the Closing contemplated above to request the following abandoned personal items. Glenn shall provide reasonable opportunity for Fisher or representative to retrieve items located at a storage facility in Taylor, South Carolina. ¶~~

~~8. PERSONAL ITEMS Copy of Fisher's QuantiFERON laboratory result, Hemoglobin Meter, Large Picture, White Chairs, Copier~~/**Personal Items Returned:** Following the pre-conditions occurring as set forth in Paragraphs 3 and 4, Fisher shall be granted thirty (30) days after the Closing contemplated above to access the storage facility located at _____, which houses the following items to be returned to Fisher as part of this settlement. Glenn shall provide reasonable access to the storage facility upon request by Fisher.

(A) ITEMS RETURNED - Copy of Fisher's staff folder which is her (admitting privileges application/agreement, privacy statement TB, CPR, CEUs); Hemoglobin Meter; Large Picture; Front Waiting room Chairs; Copy & Fax Machine; Flower Arrangement in Waiting Room; Roll Top Desk; Dresser; Teaching Aids model of baby, placenta and pelvis; Framed License; and Notary certificate.

It is understood that no other Debts or Obligations are owed by ~~Glenn~~Defendants. Except as specifically set forth in this ~~agreement~~Agreement, Fisher represents that following ~~Glenns~~Defendants' tender of the ~~payment~~Settlement Payment and access to retrieve personal items, ~~Glenn has~~Defendants have no outstanding debts or other obligations towards Fisher under any applicable statute, law or under contract.

9. **Taxes:** The amounts set forth in Paragraph 4 "Settlement Payment" may be subject to applicable income taxes under applicable law. If it shall be determined that said ~~payment~~Settlement Payment is taxable, Fisher agrees she shall be solely responsible for such taxes and will indemnify, defend, and hold ~~Glenn and Glenn~~Defendants and Defendants' counsel harmless in the event there is any claim against any of the ~~Glenn~~Defendants for such taxes. Fisher agrees and acknowledges that neither ~~Glenn~~Defendants nor its counsel have made any representations to her or her counsel regarding the tax consequences of any payments or amounts received by her pursuant to this ~~agreement~~Agreement.

10. **Mutual Release of Claims:**

(A) *General and Full Release of All Claims.* Subject to the rights enumerated ~~herein~~in Paragraph 7 below, in exchange for, and in consideration of, the payments, benefits, and other commitments described above, Fisher and Glenn, for

themselves and for each of their heirs, executors, administrators, and assigns, and on behalf of F&R and CBC, hereby fully release, acquit, and forever discharge each other and F&R and CBC and each of their predecessors, successors and assigns, parent corporations, subsidiary corporations, affiliated entities, insurers or re-insurers, and the officers, directors, shareholders, partners, employees, attorneys and agents, past and present, of each of the aforesaid entities ("Released Parties") of and from any and all claims, liabilities, causes of action, personal injuries, losses, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that Fisher and Glenn may now have or has ever had relating directly or indirectly to the Lawsuit allegations and the relationship between the parties hereto- that exists or may exist as a result of acts or omissions by either party concerning F&R and CBC occurring at any time prior to and up to and including the date on which Fisher and Glenn execute this ~~agreement~~Agreement (the "Claims"). Without limiting the forgoing, the Claims include, but are not limited to, any alleged violation of any federal, state, or local laws (including statutes, regulations, other administrative guidance, and common law doctrines) including, but not limited to: the Fair Labor Standards Act ("FLSA"); the Age Discrimination in Employment Act ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); Title VII of the Civil Rights Act of 1964 ("Title VII"); Sections 1981 and 1983 of the Civil Rights Act of 1866; the Americans With Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Workers Adjustment and Retraining Notification Act ("WARN"); the Employee Retirement Income Security Act ("ERISA"); the Occupational Safety and Health Act ("OSHA"); the National Labor Relations Act ("NLRA"); the Genetic Information Non Discrimination Act ("GINA"); the Equal Pay Act ("the EPA"); the Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the South Carolina Human Affairs Law, S.C. Code Ann. §§ 1-13-30 and 1-13-80; S.C. Code Ann. § 16-17-560; the South Carolina Payment of Wages Act, all as amended, and any other federal, state, or local laws relating to restricting an employer's right to terminate employees or otherwise regulating employment; regarding unpaid wages, including without limitation, unpaid compensation, bonuses, commissions, overtime, minimum wage, expenses, meal period premiums, shift premiums, and rest period premiums; enforcing express or implied employment contracts; requiring an employer to deal with employees fairly or in good faith; prohibiting retaliation or retaliatory actions; providing recourse for alleged wrongful discharge, demotion, failure to promote or transfer, or loss of seniority; providing recourse for any tort, physical or personal injury, intentional and negligent infliction of emotional distress, fraud or false promise, negligent misrepresentation, promissory estoppel, interference with contract or prospective economic advantage, or defamation; providing compensatory damages, punitive damages, interest, costs or attorneys' fees; and/or allowing similar or related claims. All common law, statutory and contractual obligations

owed by any of the ~~Glenn~~Defendants to Fisher are released, waived, discharged, and of no further effect.

(B) *Unknown Claims.* Other then set forth below in (~~8~~7)(C), Fisher and Glenn represent that they know of no pending or active claim(s) that has/have not been released by Paragraph ~~8~~7(A). Fisher and Glenn acknowledge that they may have sustained or may yet sustain damages, costs, or expenses that are presently unknown to them and therefore, understand that they are releasing Claim(s) that may be unknown between the Released Parties. Fisher and Glenn expressly waive and relinquish all rights and benefits which they may have under any state or federal statute or common law principles that would otherwise limit the effect of this ~~agreement~~Agreement to Claims known or suspected prior to the date she signs this ~~agreement~~Agreement, and they do so understanding and acknowledging the significance and consequences of such specific waiver. Thus, for the purpose of implementing a full and complete release and discharge of the Released Parties by this ~~agreement~~Agreement, Fisher and Glenn expressly acknowledge that this ~~agreement~~Agreement is intended to include in its effect, without limitation, all Claims which they~~-~~ do not known or suspect to exist in their~~-~~ favor at the time they~~-~~ sign this ~~agreement~~Agreement, and that this ~~agreement~~Agreement contemplates the extinguishment of any such Claims.

(C) *Non-released Claims.* Nothing in this ~~agreement~~Agreement is intended to waive Claims: (a) regarding and/or for or by any third-party administrative agency who has oversight responsibility for the field that ~~CBC~~Carolina Water Birth partakes, to include but ~~not~~ limited to, DHEC. Thus, should any third-party agency undertake an audit or investigation into ~~Fisher or Glenn~~Carolina Water Birth and/or Defendants that encompasses the time frame to which Fisher provided ~~Midwifery~~Midwife services at ~~CBC~~Carolina Water Birth, Fisher shall be duty bound to fully cooperate with Glenn or such third-party, to include ~~providing~~provide either Glenn or the Third-Party Agency with any requested or necessary documentation to comply and/or respond to said audit. Each Party shall be solely responsible for their own past compliance of all applicable ~~midwifery~~"Midwifery" laws and regulations to include SC Code of Regulation 61-24. Glenn or CBC shall provide Fisher with access records needed by Fisher in order to comply with any such audit~~ or investigation.~~ ¶

¶

¶

(D) *Certification.* As an additional, material condition of this Agreement, Fisher shall timely execute the Certification attached hereto as **Exhibit A** and made part and parcel with this Agreement.

J. Mereinda Fisher

_____
Signature

_____
Printed Name

_____
Date

Cynthia J. Glenn

_____
Signature

_____
Printed Name

_____
Date

J. Mereinda Fisher for F & R LLC

_____
Signature

_____
Printed Name

_____
Date

Cynthia J. Glenn for F & R LLC, and Carolina Birth Center d/b/a Carolina Water Birth

_____
Signature

_____
Printed Name/Title

_____
Date

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

Mereinda Fisher et al.)
Plaintiff,)
vs.)
Cynthia Glenn et al.)
Defendant.)

IN THE COURT OF COMMON PLEAS
____JUDICIAL CIRCUIT

CASE NO.: 2022-CP-23-01799

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

'23 JUL 17 PM 3:51
Brice Garrett COC GVL SC

Plaintiff's Attorney:	Defendant's Attorney:
Daniel Hughes, Bar No.	Pro Se, Bar No
Address: 29652	Address:
457-B Pennsylvania Ave Greer	111 Commons Way Greenville 29611
Phone: 864-334-2500	Phone: 8643290010 Fax
E-mail: DHughes@DugganHughes.com Other:	E-mail: info@CarolinaWaterBirth.com Other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☒ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Sanction
Estimated Time Needed: _____ Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Cynthia Glenn — 7/17, 2023
Signature of Attorney for ☐ Plaintiff / ☒ Defendant — Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____
Date: _____, 20____

CLERK'S VERIFICATION

Collected by: KM Date Filed: July 17, 2023

☒ MOTION FEE COLLECTED: $ 25.00
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
Mereinda Fisher, individually, and as	)	2022-CP-23- 01799
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
Vs.	)	**DEFENDANT'S MOTION TO**
Cynthia J. Glenn, individually, and as	)	**STRIKE/DISMISS THE CASE**
Member of Fisher and Reid, LLC, and	)	**OR ELSE FOR SUMMARY JUDGMENT**
Carolina Birth Center, LLC d^/a Carolina	)	
Water Birth	)	
Defendants.		

'23 JUL 17 PM 3:52
Brice Garrett CGC GVL SC

For filing claims without proper authority or signature, Under Rule 11 (a) of South Carolina Rules for Civil Procedure, Defendants are entitled to have this case stricken from the record. Additionally, Plaintiff Fisher has failed to properly serve all parties, has failed to prosecute / abandoned the case, made frivolous filings, is deficient in filing deadlines, and has abused the process by failing to accurately state the true nature of the claim.

1. SCRCP 11(a) "Signature. Every pleading, motion or other paper of a party represented by an attorney shall be signed in his individual name ..." Glenn is being represented as both the Plaintiff and as the Defendant in these filings in at least two incidences but has not given her authority or signature for such filings:
    c. Cynthia Glenn is partial owner of Fisher and Reid, LLC and has not authorized nor retained an attorney to sue her own entity.
    d. COMPLAINT states that Glenn has breached a duty to Glenn, yet Glenn has not authorized this claim on her behalf. Glenn is of legal age and capable of managing her own affairs and has not authorized or given her signature to pursue these claims as stated in COMPLAINT paragraph number one (1.) *"INTRODUCTION 1... The known actions of Glenn as outlined in this lawsuit constitute, among other things, a breach of her fiduciary duty to Glenn, breach of contract..."*
2. More than 13 months passed without a filing within the court. Plaintiff Fisher has failed to prosecute and comply with the rules of the court. Plaintiff Fisher has caused

intentional delays and has clouded the timeline and interfered with Defendants due process.

3. By refusing to properly serve defendants, discuss the case or acknowledge Defendant Glenn's inquiries; Plaintiff Fisher has abandoned the case and violated Glenn's Due Process rights(Exhibits 1,2,3):
    a. Plaintiff Fisher had served one complaint to the office of Cynthia Glenn, despite listing four defendants in the case. The four (4) defendants have identical claims. Defendant Cynthia Glenn personally reached out to the attorney for Plaintiff Fisher, Daniel Hughes, in May of 2022, after receiving the Complaint. A few conversations occurred along with a demand letter.
    b. Defendant Glenn then hired an attorney to represent her but that attorney never made an appearance in the case. Despite several notifications from the contracted attorney that a resolution had occurred, Glenn was given conflicting paperwork to sign without explanation. After a year, Defendant's attorney never answered the Complaint as requested and Glenn was forced to proceed Su Juris.
    c. Glenn notified Hughes that she is currently the only contact and requested updates on the case. Hughes has refused to respond to Glenn, but has attempted to send messages through the former attorney who is no longer involved.
    d. It appears as though Hughes is refusing to discuss the case with Glenn because one of the Defendants is an LLC. However, Glenn is personally named in this case and is fully capable and entitled to manage her own affairs.
4. Plaintiff Fisher has failed to make proper service/summons of the original complaint:
    a. Only one complaint and summons were served in these original filings and they were served to Cynthia Glenn personally (Exhibit 3). Glenn is named as a Defendant and also represents the other entities named as Defendants. All

parties have identical claims against them in the case. By refusing to communicate with Glenn regarding her personal stake in this issue or as a representative of other parties, Plaintiff Fisher and representing counsel have violated Rules and the rights of parties in this case.

b. If Defendant Glenn can be personally served in this case, then Glenn is entitled to communicate regarding the claims against her.

c. If Glenn is not entitled to communicate with Plaintiff Fisher's attorney, then she was only served as a representative of the LLCs and two Defendants, including Cynthia Glenn, have not yet been served a Complaint or Summons and according to SCRCP Rules 3 and 4, this case and all filings are void.

5. Plaintiff Fisher has made frivolous filings with full knowledge of the errors in an attempt to further damage the Defendant and void legitimate counterclaims. Plaintiff Fisher willfully misrepresents Rules by alleging that Defendant failed to files a Summons in her answer, according to SCRCP Rules 3 and 4. Such an assertion is erroneous and malicious in intent (Exhibit 4).

6. Despite Plaintiff Fisher's assertions; Defendant is acting according to process and does not seek to delay litigation and Defendant Glenn has not violated Rules for Summons or Counterclaims (Exhibit 4).

7. Plaintiff Fisher has filed a Demurrer with full knowledge these actions are not allowed (SCRCP Rule 7(c));

8. By alleging that Defendant has failed to "state facts sufficient to constitute any cause of action", Plaintiff Fisher has incorrectly stated the intent of Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. According to SCRCP Rule 8(a) Defendant has provided a plain statement of facts showing that the pleader is entitled to relief and a prayer for judgment. Answer and Counterclaim explain that Plaintiff Fisher entered into contracts with the Defendant and not only misrepresented her experience and ability but then violated the terms of the contract and her license which gave her

legal standing to enter into the contracts. Defendant is entitled to relief based upon these violations.

9. Plaintiff Fisher is abusing the system and process. The case action has an ulterior purpose and is willfully acting outside of the proper and regular conduct of the proceedings. The defendant has attempted to resolve this issue, but the claim was brought with bad intentions. This claim is a form of coercion by Plaintiff Fisher to obtain a collateral advantage, not properly involved in the proceeding itself, by attempting to force the defendant's business to absorb a significant liability from an incident that occurred at the hands of the Plaintiff Fisher while acting as a contractor for the Defendant (Exhibit 5). Negotiations have been a form of extortion rather than a resolution as intended by proper process.
10. The Causes of Action do not state A COGNIZANT claim of relief as a matter of law. A resolution via the sale of the Plaintiff Fisher's half of the building to Defendant was agreed upon prior to the filing of claims. The true intent of the case is to force the business owner into a liable situation and absolve Plaintiff Fisher of gross malpractice, negligence and fraud while acting as a contractor for the business (Exhibit 5). In truth, Plaintiff Fisher is claiming to own a business by means of a verbal contract but then demands that she be absolved of all liability from the actual written contracts as well as from her alleged business ownership.
11. The attorney for Plaintiff Fisher has granted an exhaustive number of extensions and despite Defendant believing that a resolution had been reached on at least three occasions, Plaintiff Fisher continues to deny her signature, change her mind and has produced written drafts that contradict and expand the verbal agreements (compare Exhibit 1 with Exhibit 2).
12. Plaintiff Fisher's claims are fanciful and not worthy of belief. She alleges that without contributing anything to a longstanding and thriving business that she was "gifted" half of that business. Yet she has produced no written proof whatsoever and cannot

justify why her claims contradict the signed agreements with the business including admitting privileges contracts, lease agreement and licensure applications.

South Carolina Rules for Civil Procedure 11(a) "...If a pleading, motion, or other paper is signed in violation of this Rule, the court, upon motion or upon its own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading, motion or other paper, including a reasonable attorney's fee..."

WHEREAS, Plaintiff Fisher and her attorney have misrepresented their authority to file claims for every Plaintiff, have not made proper service/summons, abandoned the case, made Frivolous Filings, Failed to Prosecute, Abused the Process and have not acted in good faith. And whereas Defendant has complied fully with the process but has been confronted with intentional malice, purposeful delays and harassment by Plaintiff Fisher and has invested considerable time, has suffered business delays and has spent $8953.76 on attorney consultation/mediation fees; Defendant prays as follows:

1. That this Court issue dismissal with prejudice or else Summary Judgement and;
2. That this Court award Defendant costs and attorney's fees for the cost of defending the claims and,
3. For such and other further relief as this Court may deem just and equitable.

Respectfully submitted,

Cynthia Glenn

Cynthia Glenn, Defendant
111 Commons Way
Greenville, South Carolina [29611]
info@carolinawaterbirth.com
864-329-0010

Exhibit 1

roundcube
open source webmail software

Subject **Fisher v Glenn**
From Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
To Daniel Hughes <dhughes@dugganhughes.com>
Date 2023-06-09 10:16

Mr. Hughes,

At your earliest convenience, could you please contact me with the progress of this case. I have been receiving conflicting information from Mr. Reckenbeil and have discovered that he never made an appearance as the attorney of record so you will be contacting me directly from here out.

Thank you,

Sandy

864-329-0010

Subject **Delivered: Fisher v Glenn**
From <postmaster@dugganhughes.com>
To <sandy@carolinawaterbirth.com>
Date 2023-06-09 10:16

Your message has been delivered to the following recipients:

Daniel Hughes (dhughes@dugganhughes.com)

Subject: Fisher v Glenn

```
Reporting-MTA: dns;PH0PR11MB7562.namprd11.prod.outlook.com
Received-From-MTA: dns;delivery19.mailspamprotection.com
Arrival-Date: Fri, 9 Jun 2023 14:16:41 +0000

Final-Recipient: rfc822;dhughes@dugganhughes.com
Action: delivered
Status: 2.0.0
Diagnostic-Code: smtp;250 2.0.0 OK
X-Display-Name: Daniel Hughes
```

```
X-MS-Exchange-Organization-InternalOrgSender: False
Received: from BN6PR17CA0056.namprd17.prod.outlook.com (2603:10b6:405:75::45)
 by PH0PR11MB7562.namprd11.prod.outlook.com (2603:10b6:510:287::22) with
 Microsoft SMTP Server (version=TLS1_2,
 cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.6455.42; Fri, 9 Jun
 2023 14:16:41 +0000
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 (2603:10b6:405:75:cafe::7b) by BN6PR17CA0056.outlook.office365.com
 (2603:10b6:405:75::45) with Microsoft SMTP Server (version=TLS1_2,
 cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.6477.27 via Frontend
 Transport; Fri, 9 Jun 2023 14:16:40 +0000
Authentication-Results: spf=none (sender IP is 185.56.85.137)
 smtp.mailfrom=carolinawaterbirth.com; dkim=fail (no key for signature)
 header.d=carolinawaterbirth.com;dmarc=none action=none
 header.from=carolinawaterbirth.com;compauth=pass reason=116
Received-SPF: None (protection.outlook.com: carolinawaterbirth.com does not
 designate permitted sender hosts)
Received: from delivery19.mailspamprotection.com (185.56.85.137) by
 BN1NAM02FT050.mail.protection.outlook.com (10.13.2.158) with Microsoft SMTP
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 15.20.6477.27 via Frontend Transport; Fri, 9 Jun 2023 14:16:39 +0000
Received: from 215.5.212.35.bc.googleusercontent.com ([35.212.5.215] helo=gvam1299.siteground.biz)
    by se19.mailspamprotection.com with esmtps (TLSv1.2:AES128-GCM-SHA256:128)
    (Exim 4.92)
    (envelope-from <sandy@carolinawaterbirth.com>)
    id 1q7cur-000ME3-DS
    for dhughes@dugganhughes.com; Fri, 09 Jun 2023 09:16:38 -0500
DKIM-Signature: v=1; a=rsa-sha256; q=dns/txt; c=relaxed/relaxed;
    d=carolinawaterbirth.com; s=default; h=Subject:To:From:Date:cc:list-help:
    list-unsubscribe:list-subscribe:list-post:list-owner:list-archive;
    bh=0BaGjq767t2APoadyiQ/xJwjcYuUPplzqnIldv0YO8s=; b=XIHltnkF26Err4OlXOjP2ubDbg
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Received: from [127.0.0.1] (port=60860 helo=gvam1299.siteground.biz)
    by gvam1299.siteground.biz with esmtpa (Exim 4.96)
    (envelope-from <sandy@carolinawaterbirth.com>)
    id 1q7cuq-0004dJ-3B
    for dhughes@dugganhughes.com;
    Fri, 09 Jun 2023 14:16:36 +0000
MIME-Version: 1.0
Date: Fri, 09 Jun 2023 10:16:36 -0400
From: "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com>
To: Daniel Hughes <dhughes@dugganhughes.com>
Subject: Fisher v Glenn
Message-ID: <4345dc187686808f91a2599291c17982@carolinawaterbirth.com>
X-Sender: sandy@carolinawaterbirth.com
Organization: Carolina Birth Center, LLC
Content-Type: multipart/alternative;
 boundary="=_3dd845037247af09dc8200d583a99f8c"
X-Originating-IP: 35.212.5.215
X-SpamExperts-Domain: gvam1299.siteground.biz
X-SpamExperts-Username: 35.212.5.215
Authentication-Results-Original: mailspamprotection.com; auth=pass
 smtp.auth=35.212.5.215@gvam1299.siteground.biz
X-SpamExperts-Outgoing-Class: unsure
X-SpamExperts-Outgoing-Evidence: Combined (0.43)
X-Recommended-Action: accept
X-Filter-ID: Pt3MvcO5N4iKaDQ5O6lkdGlMVN6RH8bjRMzItlySaT8JFB/iMcgcaoj0OKnbnn46PUtbdvnXkggZ
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 D/LD/ERpcI48Wa9yWn6YbwFmNo0+2Utlp1pfphEZykibsWCY1rIgR+nZQWLvDDkGNHOEwyXhZ9Df
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 4XqdewA1cDxseWMz3GFD6TqjkBHDfDA=
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Return-Path: sandy@carolinawaterbirth.com
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X-MS-Exchange-Organization-OriginalArrivalTime: 09 Jun 2023 14:16:39.4539
(UTC)
X-MS-Exchange-Organization-ExpirationStartTime: 09 Jun 2023 14:16:39.5008
(UTC)
X-MS-Exchange-Organization-ExpirationStartTimeReason: OriginalSubmit
X-MS-Exchange-Organization-ExpirationInterval: 1:00:00:00.0000000
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X-MS-Exchange-Organization-Network-Message-Id:
f5c21241-ab35-483a-a990-08db68f42465
X-MS-Exchange-Organization-OriginalClientIPAddress: 185.56.85.137
X-MS-Exchange-Organization-OriginalServerIPAddress: 10.13.2.158
X-MS-Exchange-Organization-MessageScope: 828accc0-c09b-4135-a03e-1e377305f2c7
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X-EOPTenantAttributedMessage: b10321e9-858f-4a62-9bc9-c02750f1975c:0
X-MS-Exchange-Organization-TargetResourceForest: namprd11.prod.outlook.com
X-MS-Exchange-Organization-OrgEopForest: NAM02
X-MS-Exchange-Organization-MessageDirectionality: Incoming
X-MS-Exchange-Organization-Id: b10321e9-858f-4a62-9bc9-c02750f1975c
X-MS-Exchange-Organization-FFO-ServiceTag: NAM02B
X-MS-Exchange-Organization-Cross-Premises-Headers-Processed:
BN1NAM02FT050.eop-nam02.prod.protection.outlook.com
X-MS-Exchange-Organization-ConnectingIP: 185.56.85.137
X-MS-Exchange-Organization-ConnectingEHLO: delivery19.mailspamprotection.com
X-MS-Exchange-Organization-AS-LastExternalIp: 185.56.85.137
X-MS-Exchange-Organization-Originating-Country: US
X-MS-Exchange-Organization-OriginalEnvelopeRecipients:
dhughes@dugganhughes.com
X-MS-Exchange-Organization-PtrDomains: delivery19.mailspamprotection.com
X-MS-Exchange-Organization-EhloAndPtrDomain:
delivery19.mailspamprotection.com;delivery19.mailspamprotection.com
X-MS-Exchange-Organization-MxPointsToUs: true
X-MS-Exchange-Organization-RecipientDomainMxRecord-PFAFD:
dugganhughes.com#dugganhughes-com.mail.protection.outlook.com
X-MS-Exchange-Organization-RecipientDomainMxInfo:
dugganhughes.com#Office365#dugganhughes-com.mail.protection.outlook.com
X-MS-Exchange-Organization-CompAuthRes: pass
X-MS-Exchange-Organization-CompAuthReason: 116
X-MS-Exchange-Organization-SpoofDetection-Frontdoor-DisplayDomainName:
carolinawaterbirth.com
X-MS-Exchange-Organization-SenderRep-Score: 3
X-MS-Exchange-Organization-SenderRep-Data:
IpClassLargeGrayOther_GrayOther_unknown
X-MS-Exchange-Organization-VBR-Class: GrayOther
X-MS-Exchange-Organization-HMATPModel-Spf: S
X-MS-Exchange-Organization-HMATPModel-Recipient:
<PII:H101(UJjSGaKc2U0M6BJL0SSuQ8SrmK6cPvtxwmmM2K0+q/c=)>@dugganhughes.com
X-MS-Exchange-Organization-TransportTrafficType: Email
X-MS-PublicTrafficType: Email
X-MS-TrafficTypeDiagnostic: BN1NAM02FT050:EE_|PH0PR11MB7562:EE_
X-MS-Exchange-Organization-OrderedPrecisionLatencyInProgress:
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Filter Agent=0.049
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Agent=0.126 |CATSM-DC Pre Content Filter Agent=0.194|CATSM-Mip Labels
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Filter Agent=0.173 |CATRS-DC Content Filter Agent=0.386|CATRS-Spam Filter
Agent=0.350|CATRS-Tenant Outbound Connector Agent=0.056
))|CATORT=0.093(CATRT=0.093(CATRT-Supervisory Review Agent=0.054|CATRT-RMS
Encryption Agent=0.032))|CATOC=0.048(CATCM=0.048(CATCM-DC Post Content
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))|REOH=0.256(SMREH=0.253(SMREH-Protocol Filter
Agent=0.251))|SMRPROXY-PEN=0.027(SMS-PEN=0.025))
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SRV=BN6PR17CA0056.namprd17.prod.outlook.com:TOTAL-FE=1.276|SMR-PEN=0.028(RENV=0.025)|SMS=1.261(SMSC=0.393)
X-MS-Exchange-Forest-ArrivalHubServer: PH0PR11MB7562.namprd11.prod.outlook.com
X-MS-Exchange-Organization-AuthSource:
BN1NAM02FT050.eop-nam02.prod.protection.outlook.com
X-MS-Exchange-Organization-AuthAs: Anonymous
X-MS-Exchange-Organization-FromEntityHeader: Internet
X-MS-Exchange-Forest-MessageScope: 828accc0-c09b-4135-a03e-1e377305f2c7
X-MS-Exchange-Organization-Antispam-ProtocolFilterHub-ScanContext:
ProtocolFilterHub:SmtpOnEndOfData;
X-MS-Office365-Filtering-Correlation-Id: f5c21241-ab35-483a-a990-08db68f42465
X-MS-Exchange-Organization-P2SenderDisplayNamePII:
H101(oyjGNa/i3Eg9c+QxxqtjObzqdPl2y4rU4h09lfumEQo=)
X-MS-Exchange-Organization-P2SenderPII:
<PII:H101(BtqBOA8XenwZ+kysfRYtj+crc9ZnVBTtI/djCKXTslA=)>@carolinawaterbirth.com
X-MS-Exchange-Organization-Antispam-AuthResults:
{"SpfDomain":"carolinawaterbirth.com","SpfAuthStatus":"None","DkimAuthStatus":"Fail","DkimSubStatus":"NoPublicKeyRecord","DmarcAuthStatus":"None","DmarcAction":"N
X-MS-Exchange-Organization-PFAHub-Total-Message-Size: 10979
X-MS-Exchange-Organization-OriginalSize: 10979
X-MS-Exchange-Organization-HygienePolicy: Premium
X-MS-Exchange-Organization-ReplicationInfo:
ReplicaId=116b6b61-3faa-85f0-390e-de25f468db08;ReplicatingServerFqdn=SA3PR11MB7554.namprd11.prod.outlook.com
X-MS-Exchange-Organization-Antispam-PreContentFilter-PolicyLoadTime:
PSOSUB:55;PSOSUBLOAD:54;PSOSUBRUN:0;PSOSUBCOUNT:0;SMORES:55;SMORESLOAD:54;SMORESRUN:0;SMORESCOUNT:0;SAORES:163;SAORESLOAD:54;SLORES:54;APORES:54;APORESLOAD:54;RSO
X-MS-Exchange-Organization-MessageFingerprint:
AC2BFA53.82DC13.61E037AB.44E1E99A.200DC
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X-MS-Exchange-Organization-Antispam-PreContentFilter-ScanContext:
CategorizerOnSubmitted;CategorizerOnResolved;
X-MS-Exchange-Organization-AVScannedByV2: true
X-MS-Exchange-Organization-AVScanComplete: true
X-MS-Exchange-Organization-ExternalRoutingTopologyAnalysis:
X-MS-Exchange-Organization-Recipient-Limit-Verified: True
X-MS-Exchange-Organization-TotalRecipientCount: 1
X-MS-Exchange-Organization-ASDirectionalityType: 1
X-MS-Exchange-Organization-HVERecipientsForked: 1.0
X-MS-Exchange-Organization-SafeAttachmentPolicy-Enable: 0
X-MS-Exchange-Organization-SafeLinksPolicy-EnableSafeLinksForEmail: 0
X-MS-Exchange-Organization-SafeLinksPolicy-EnableSafeLinksForInternalSenders:
0
X-MS-Exchange-Organization-Boomerang-Verdict: None
X-MS-Exchange-Organization-MetadataFeatureTable:
{756:0,757:0,1010:0,1011:"FCB0DD4E|4765359F|63E24412|595C3117|",1022:"35.212.5.215",1036:"396982",1037:"15169"}
X-MS-Exchange-Organization-HMATPModel-DkimAuthStatus: 2
X-MS-Exchange-Organization-HMATPModel-DmarcAuthStatus: 4
X-MS-Exchange-Organization-SenderIntelligence-P2Sender:
{"stringProperties":{"Watermark":"2023/06/05","ListDisplayNames_30D":"","FirstSeen_30D":"2023-05-06","LastSeen_30D":"2023-06-
04","AvgInbound_1D":"0.77","AvgOutbound_1D":"0","VolumeBucket":"","_STATUS":"Success"},"numericProperties":
{"TotalEmailsSent_30D":23,"TotalDaysSent_30D":10,"SenderScore":1000,"MoveToJunkCount":0,"P2SenderReputation":0,"TotalCountSum24h":2,"TotalCountSum1h":1,"EntityFound":
X-MS-Exchange-Organization-Antispam-AnalystFeatureFilter-ScanContext:
CategorizerOnResolved;
X-MS-Exchange-Organization-SenderRecipientCommunicationState: FC
X-MS-Exchange-Organization-Antispam-ContentFilter-ScanContext:
CategorizerOnResolved;
X-MS-Exchange-Organization-CommunicationStateSummary: FC
X-MS-Exchange-Organization-FirstContactSummary:
ST=3;MRG=0;EXT=0;UN=1;ORCT=1;EV=1;FC=1;NESI=0;NES=0;ESTI=0;EST=0;INS=0;MP=0;UD=0;QE=0;ERR=0
X-MS-Exchange-Organization-CFA-UserOption: 0
X-MS-Exchange-Organization-CompAuth-Eop: compauth=pass reason=116
X-MS-Exchange-Organization-Feature-Long: 0 201:560 202:329 203:1 205:3 208:26
215:556 235:2 236:2 238:4 239:1 241:1 243:1 244:3 245:1 246:1 247:1 248:5
252:1 255:1 1006:contact 1007:Latn 1014:carolinawaterbirth.com
1015:carolinawaterbirth.com 1020:carolinawaterbirth.com
1030:carolinawaterbirth.com 1034:1E53097B@dugganhughes.com
1035:carolinawaterbirth.com
X-MS-Exchange-Organization-ExtractionTagsSubject: Fisher v Glenn
X-MS-Exchange-Organization-ExtractionTagsFrom: "Sandy Glenn, LM MBC"
<sandy@carolinawaterbirth.com>
X-MS-Exchange-Organization-ExtractionTagsSubjectNormalized: flsher v glen
X-MS-Exchange-Organization-ExtractionTags: SUB64;
X-MS-Exchange-Organization-ATPDetonationContext: Email_Enterprise_Mailflow
X-MS-Exchange-Organization-Antispam-SpamFilter-ScanContext:
CategorizerOnResolved;
X-MS-Exchange-Organization-Antispam-AnalystRuleHits:
(13230028)(62800002)(451199021)(7116003)(336012)(5660300002)(9786002)(8676002)(1096003)(22186003)(108616005)(36756003)(6916009)(6966003)(58800400005)
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X-MS-Exchange-Organization-Antispam-ScanContext: DIR:Incoming;SFV:NSPM;SKIP:0;
X-MS-Exchange-Organization-Antispam-PostContentFilter-ScanContext:
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X-MS-Exchange-Organization-GroupForkPerf: VCL=0;VL=0
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X-MS-Exchange-Forest-EmailMessageHash: 55593658
X-MS-Exchange-Organization-Processed-By-Gcc-Journaling: Journal Agent
X-MS-Exchange-Organization-Processed-By-Journaling: Journal Agent
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Subject **Read: Re: Fisher v Glenn**
From Daniel Hughes <dhughes@dugganhughes.com>
To Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
Date 2023-06-19 21:17

Your message

To: Daniel Hughes
Subject: Re: Fisher v Glenn
Sent: Monday, June 19, 2023 9:07:05 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, June 19, 2023 9:17:58 PM (UTC-05:00) Eastern Time (US & Canada).

Final-recipient: RFC822; dhughes@dugganhughes.com
Disposition: automatic-action/MDN-sent-automatically; displayed
X-MSExch-Correlation-Key: CjReYuRTCkmn1B89tJnpYw==
Original-Message-ID: <4c160dfd1b7073f8dc375862070b2188@carolinawaterbirth.com>
X-Display-Name: Daniel Hughes

Exhibit 2

Certificate of Electronic Notification

Recipients

Daniel Hughes - Notification transmitted on 07-10-2023 08:46:15 AM.

ELECTRONICALLY FILED - 2023 Jul 10 11:35 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

ELECTRONICALLY FILED - 2023 Jul 10 11:35 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2022CP2301799

Official File Stamp:	07-10-2023 08:45:01 AM
Court:	CIRCUIT COURT
	Common Pleas
	Greenville
Case Caption:	J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al
Document(s) Submitted:	Reply/Reply to Counterclaim
	Motion/Dismiss
Filed by or on behalf of:	Daniel Roper Hughes

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Daniel Roper Hughes for J Mereinda Fisher et al

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Cynthia J Glenn for Cynthia J Glenn

Carolina Water Birth

Fisher And Reid LLC

Carolina Birth Center LLC

Cynthia J Glenn for Cynthia J Glenn

Exhibit 3

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC

Plaintiff,

vs.

Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth

Defendant(s),

C. A. NO. 2022-CP-23-1799

AFFIDAVIT OF SERVICE

PERSONALLY appeared before me the undersigned, who, being duly sworn, says that (s)he served a **Summons** and **Complaint** in the above-entitled matter on Cynthia J. Glenn, Member of Carolina Birth Center, LLC d/b/a Carolina Water Birth by delivery to Cynthia J. Glenn, personally, and leaving with her one copy of the same at the following address: 111 Commons Way, Greenville, South Carolina 29645 on the 4th day of May, 2022 at 12:02 p.m. The deponent is not a party to nor interested in this action.

Travis Watson

SWORN to before me this the
4th day of May, 2022.

(LS)
Notary Public for South Carolina
My commission expires: 02/07/2023

Description of Person Receiving Documents:
SEX: female; SKIN COLOR: white; AGE: 55-60; FACIAL HAIR: none; HEIGHT: 5'-6"; WEIGHT: 220

ELECTRONICALLY FILED - 2022 May 06 11:54 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Exhibit 4

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	NOTICE OF MOTION AND MOTION TO DISMISS
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.	)	

TO: DEFENDANTS NAMED ABOVE:

PLEASE TAKE NOTICE that ten (10) days after the date of service hereof, or at such other further time and place as the Court deems appropriate, the Plaintiff named above, by and through their undersigned counsel, will move before this Court, pursuant to pursuant to Rules 12(b)(5) and 12(b)(6), SCRCP, to dismiss the Defendants' counterclaims for insufficiency of process and for failure to state a cause of action for which relief can be granted.

Defendants failed to include a summons with their counterclaims as required by Rules 3 and 4, *SCRCP*. Furthermore, Defendants' counterclaims fail to state facts sufficient to constitute any cause of action against the Plaintiffs.

Based upon the foregoing, Plaintiffs request, pursuant to Rule 12(b)(5) and 12(b)(6), *SCRCP*, that Defendants' counterclaims be dismissed.

ELECTRONICALLY FILED - 2023 Jul 10 8:45 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

I hereby certify that these Motions are meritorious and not intended merely for delay.

Respectfully submitted,

DUGGAN & HUGHES, LLC

s/Daniel R. Hughes

July 10, 2023

Daniel R. Hughes (SC Bar #72547)
457-B Pennsylvania Ave.
Post Office Box 449
Greer, SC 29652-0449
Tel: (864) 334-2500
Fax: (864) 879-0149
dhughes@dugganhughes.com
ATTORNEY FOR DEFENDANTS

ELECTRONICALLY FILED - 2023 Jul 10 8:45 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Exhibit 5

~~execution. Fisher agrees to pay the recording fee pursuant to S.C. Code Ann. §12-24-10, the deed preparation fee and costs to record the deed. Glenn shall be responsible for all other closing costs. ¶~~

~~7. Personal Items Returned: Following the pre-conditions occurring as set forth in, Fisher shall be granted thirty (30) days after the Closing contemplated above to request the following abandoned personal items. Glenn shall provide reasonable opportunity for Fisher or representative to retrieve items located at a storage facility in Taylor, South Carolina. ¶~~

~~8. PERSONAL ITEMS - Copy of Fisher's Quanti FERON laboratory result, Hemoglobin Meter, Large Picture, White Chairs, Copier,~~**Personal Items Returned:** Following the pre-conditions occurring as set forth in Paragraphs 3 and 4, Fisher shall be granted thirty (30) days after the Closing contemplated above to access the storage facility located at _____, which houses the following items to be returned to Fisher as part of this settlement. Glenn shall provide reasonable access to the storage facility upon request by Fisher.

(A) ITEMS RETURNED - Copy of Fisher's staff folder which is her (admitting privileges application/agreement, privacy statement TB, CPR, CEUs); Hemoglobin Meter; Large Picture; Front Waiting room Chairs; Copy & Fax Machine; Flower Arrangement in Waiting Room; Roll Top Desk; Dresser; Teaching Aids model of baby, placenta and pelvis; Framed License; and Notary certificate.

It is understood that no other Debts or Obligations are owed by ~~Glenn~~Defendants. Except as specifically set forth in this ~~agreement~~Agreement, Fisher represents that following ~~Glenns~~Defendants' tender of the ~~payment~~Settlement Payment and access to retrieve personal items, ~~Glenn has~~Defendants have no outstanding debts or other obligations towards Fisher under any applicable statute, law or under contract.

9. **Taxes:** The amounts set forth in Paragraph 4 "Settlement Payment" may be subject to applicable income taxes under applicable law. If it shall be determined that said ~~payment~~Settlement Payment is taxable, Fisher agrees she shall be solely responsible for such taxes and will indemnify, defend, and hold ~~Glenn and Glenn~~Defendants and Defendants' counsel harmless in the event there is any claim against any of the ~~Glenn~~Defendants for such taxes. Fisher agrees and acknowledges that neither ~~Glenn~~Defendants nor its counsel have made any representations to her or her counsel regarding the tax consequences of any payments or amounts received by her pursuant to this ~~agreement~~Agreement.

10. **Mutual Release of Claims:**

(A) *General and Full Release of All Claims.* Subject to the rights enumerated ~~herein~~in Paragraph 7 below, in exchange for, and in consideration of, the payments, benefits, and other commitments described above, Fisher and Glenn, for

themselves and for each of their heirs, executors, administrators, and assigns, and on behalf of F&R and CBC, hereby fully release, acquit, and forever discharge each other and F&R and CBC and each of their predecessors, successors and assigns, parent corporations, subsidiary corporations, affiliated entities, insurers or re-insurers, and the officers, directors, shareholders, partners, employees, attorneys and agents, past and present, of each of the aforesaid entities ("Released Parties") of and from any and all claims, liabilities, causes of action, personal injuries, losses, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that Fisher and Glenn may now have or has ever had relating directly or indirectly to the Lawsuit allegations and the relationship between the parties hereto that exists or may exist as a result of acts or omissions by either party concerning F&R and CBC occurring at any time prior to and up to and including the date on which Fisher and Glenn execute this ~~agreement~~Agreement (the "Claims"). Without limiting the forgoing, the Claims include, but are not limited to, any alleged violation of any federal, state, or local laws (including statutes, regulations, other administrative guidance, and common law doctrines) including, but not limited to: the Fair Labor Standards Act ("FLSA"); the Age Discrimination in Employment Act ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); Title VII of the Civil Rights Act of 1964 ("Title VII"); Sections 1981 and 1983 of the Civil Rights Act of 1866; the Americans With Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Workers Adjustment and Retraining Notification Act ("WARN"); the Employee Retirement Income Security Act ("ERISA"); the Occupational Safety and Health Act ("OSHA"); the National Labor Relations Act ("NLRA"); the Genetic Information Non Discrimination Act ("GINA"); the Equal Pay Act ("the EPA"); the Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the South Carolina Human Affairs Law, S.C. Code Ann. §§ 1-13-30 and 1-13-80; S.C. Code Ann. § 16-17-560; the South Carolina Payment of Wages Act, all as amended, and any other federal, state, or local laws relating to restricting an employer's right to terminate employees or otherwise regulating employment; regarding unpaid wages, including without limitation, unpaid compensation, bonuses, commissions, overtime, minimum wage, expenses, meal period premiums, shift premiums, and rest period premiums; enforcing express or implied employment contracts; requiring an employer to deal with employees fairly or in good faith; prohibiting retaliation or retaliatory actions; providing recourse for alleged wrongful discharge, demotion, failure to promote or transfer, or loss of seniority; providing recourse for any tort, physical or personal injury, intentional and negligent infliction of emotional distress, fraud or false promise, negligent misrepresentation, promissory estoppel, interference with contract or prospective economic advantage, or defamation; providing compensatory damages, punitive damages, interest, costs or attorneys' fees; and/or allowing similar or related claims. All common law, statutory and contractual obligations

owed by any of the ~~Glenn~~Defendants to Fisher are released, waived, discharged, and of no further effect.

(B) *Unknown Claims.* Other then set forth below in (~~8~~7)(C), Fisher and Glenn represent that they know of no pending or active claim(s) that has/have not been released by Paragraph ~~8~~7(A). Fisher and Glenn acknowledge that they may have sustained or may yet sustain damages, costs, or expenses that are presently unknown to them and therefore, understand that they are releasing Claim(s) that may be unknown between the Released Parties. Fisher and Glenn expressly waive and relinquish all rights and benefits which they may have under any state or federal statute or common law principles that would otherwise limit the effect of this ~~agreement~~Agreement to Claims known or suspected prior to the date she signs this ~~agreement~~Agreement, and they do so understanding and acknowledging the significance and consequences of such specific waiver. Thus, for the purpose of implementing a full and complete release and discharge of the Released Parties by this ~~agreement~~Agreement, Fisher and Glenn expressly acknowledge that this ~~agreement~~Agreement is intended to include in its effect, without limitation, all Claims which they~~-~~ do not known or suspect to exist in their~~-~~ favor at the time they~~-~~ sign this ~~agreement~~Agreement, and that this ~~agreement~~Agreement contemplates the extinguishment of any such Claims.

(C) *Non-released Claims.* Nothing in this ~~agreement~~Agreement is intended to waive Claims: (a) regarding and/or for or by any third-party administrative agency who has oversight responsibility for the field that ~~CBC~~Carolina Water Birth partakes, to include but ~~not~~ limited to, DHEC. Thus, should any third-party agency undertake an audit or investigation into ~~Fisher or Glenn~~Carolina Water Birth and/or Defendants that encompasses the time frame to which Fisher provided ~~Midwifery~~Midwife services at ~~CBC~~Carolina Water Birth, Fisher shall be duty bound to fully cooperate with Glenn or such third-party, to include ~~providing~~provide either Glenn or the Third-Party Agency with any requested or necessary documentation to comply and/or respond to said audit. Each Party shall be solely responsible for their own past compliance of all applicable ~~midwifery~~"Midwifery" laws and regulations to include SC Code of Regulation 61-24. Glenn or CBC shall provide Fisher with access records needed by Fisher in order to comply with any such audit~~ or investigation.~~ ¶

¶

¶

(D) *Certification.* As an additional, material condition of this Agreement, Fisher shall timely execute the Certification attached hereto as **Exhibit A** and made part and parcel with this Agreement.

J. Mereinda Fisher

_____
Signature

_____
Printed Name

_____
Date

Cynthia J. Glenn

_____
Signature

_____
Printed Name

_____
Date

J. Mereinda Fisher for F & R LLC

_____
Signature

_____
Printed Name

_____
Date

Cynthia J. Glenn for F & R LLC, and Carolina Birth Center d/b/a Carolina Water Birth

_____
Signature

_____
Printed Name/Title

_____
Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF Greenville)

Mereinda Fisher et al.)
Plaintiff,)
vs.)
Cynthia Glenn et al.)
Defendant.)

IN THE COURT OF COMMON PLEAS
____JUDICIAL CIRCUIT

CASE NO.: 2022-CP-23-01799

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

'23 JUL 17 PM3:52
Brice Garrett COC GVL SC

Plaintiff's Attorney:	Defendant's Attorney:
Daniel Hughes, Bar No. 29652	Pro Se, Bar No
Address: 457-B Pensylvania Ave Greer	Address: 111 Commons Way Greenville 29611
Phone: 864-334-2500	Phone: 8643290010 Fax
E-mail: Dhughes@DugganHughes.com Other:	E-mail: info@CarolinaWaterBirth.com Other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☒ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Dismissal
Estimated Time Needed: Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

Cynthia Glenn — Signature of Attorney for ☐ Plaintiff / ☒ Defendant
7/17, 2023 — Date submitted

SECTION III: Motion Fee

☑ PAID – AMOUNT: $ 25
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE _____
Date: _____, 20____

CLERK'S VERIFICATION

Collected by: LM
Date Filed: July 17, 2023

☑ MOTION FEE COLLECTED: $ 25
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

NOTICE OF RESCISSION OF SIGNATURE
Fisher v. Glenn et al 2022CP2301799

'24 FEB 14 PM1:13
Brice Garrett COC GVL SC

February 11, 2024

From: Cynthia-Jane: Glenn, ben
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645]

To: Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

NOTICE TO PRINCIPAL IS NOTICE TO AGENT
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

I, Cynthia-Jane:Glenn, a living woman, non-resident of Greenville and non-resident of South Carolina, hereby extinguish, rescind[1], revoke, cancel, abrogate, annul, nullify, discharge, and make void ab initio all signatures, belonging to me, on all previously filed documents in regard to case Fisher v. Glenn et al 2022CP2301799 and all powers of attorneys, real and implied, connected thereto, on the grounds that my purported consent was not voluntarily and freely obtained, but was made through mistake, duress, fraud, and undue influence, and having first-hand knowledge of the facts contained herein, state as follows:

1. I make this rescission voluntarily and without prejudice,
2. A contract must be entered into knowingly, intelligently, intentionally, and with fully informed consent. Otherwise, there is no contract,
3. That when I placed my signature on documents, I was unaware of the ramifications and that said act was without prior notice to me of any forfeiture of God given rights would occur by way of said act, including, but not limited to forfeiture of rights secured by the Organic Laws of the United States of America.
4. I was induced by fraud and duress to sign such forms and I was denied full disclosure. I was mislead by those who knew, or should have known,

---

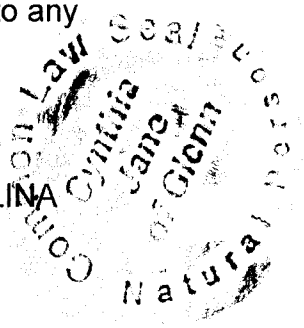
[1] Rescission: (Black's 6th Edition Law Dictionary) "To abrogate, annul, avoid, or cancel a contract; particularly, nullifying a contract by the act of a party. The right of rescission is the right to cancel (rescind) a contract upon the occurrence of certain kinds of default by the contracting party. To declare a contract void in its inception and to put an end to it as though it never were. Russel v. Stephens, 191 Wash. 314, 71 P.2d 3031...A rescission amounts to the unmaking of a contract, or an undoing of it from the beginning. It necessarily involves a repudiation of the contract and a refusal of the moving party to be bound by it..."

into believing that filing such forms was necessary and applied to my situation.

5. That in placing my signature on documents I was never informed that said act would forfeit my de jure status as one of the people or their posterity and place me under Rule as a citizen, person or resident: or that I could be considered a "citizen of the UNITED STATES" subject to the jurisdiction thereof, as defined in the 14th Amendment to the Federal Constitution.

I hereby withdraw and rescind any and all signatures and do not consent to any jurisdiction implied by those signatures,

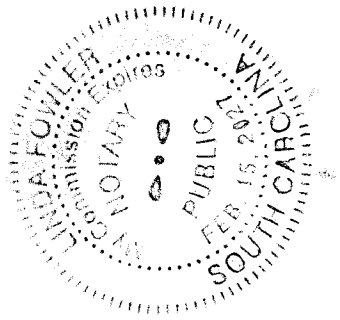
Cynthia-jane:glenn ben without Seal
Cynthia-Jane:Glenn, *sui juris*
Without the STATE OF SOUTH CAROLINA



ACKNOWLEDGEMENT

Subscribed and sworn to before me, Linda Fowler **the undersigned notary public,**
this date: February 12th 2024
by Cynthia-Jane:Glenn, whose autograph I witnessed on this date on the landmass known as Greenville, South Carolina.

Notary Public **My Commission Expires:** 2-15-2027



STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	2022-CP-23- 01799
Plaintiff,	
Vs.	**NOTICE OF RESOLUTION**
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d^/a Carolina Water Birth	
Defendants.	

NOTICE OF RESOLUTION TO THE COURT

NOTICE TO AGENT IS NOTICE TO PRINCIPAL,
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

FROM: Cynthia-Jane: Glenn, ben
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645-0087]

To: Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

I, Cynthia-Jane of the family Glenn, a non-resident of Greenville County and non-citizen, am a living woman and act now sui juris, inpropria persona.

No dispute is current or active involving Fisher v. Glenn et al 2022CP2301799. Resolution has occurred as follows:

On October 05, 2022 Fisher offered to voluntarily dismiss Fisher v. Glenn et al 2022CP2301799 with prejudice and to sell her portion of the building for $74,000. This contract was affirmed by attorney of record, Daniel Hughes, on October 6, 2023 and again on November 29, 2023.

Payment for property was mailed certified mail, return receipt to Cogdill Law Firm, the agreed upon closing attorney on February 12, 2024.

I require that response confirming correction of status be sent to:

Cynthia-Jane:Glenn, beneficiary Without Prejudice
ICO 411 West Main Street

Grey Court, South Carolina [29645—0087] (united states of America)
ALL RIGHTS RESERVED

Cynthia-Jane: Glenn with Seal

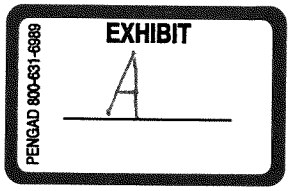
Cynthia-Jane: Glenn, sui juris
Without the STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this date: February 19th 2024
Greenville County, SOUTH CAROLINA

My Commission Expires: 3-15-2027

Notary Public



From: Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
Sent: Friday, February 23, 2024 6:39 PM
To: Daniel Hughes <dhughes@dugganhughes.com>
Subject: Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discovery requests

Mr. Hughes,

I do not believe that you are entitled to the requested information. As a personal favor to Mereinda (just in case she has lost it) I am attaching her statement regarding our agreements.

Also, it's possible that I mistakenly returned a letter from your office. If you did not send a letter, please disregard.

Sandy

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799



DUGGAN & HUGHES, LLC
ATTORNEYS AND COUNSELORS AT LAW

457-B Pennsylvania Avenue
Greer, South Carolina 29650
Telephone: (864) 879-0144 or (864) 334-2500
Facsimile: (864) 879-0149

Mailing Address
Post Office Box 449
Greer, S.C. 29652

Daniel R. Hughes
Evan C. Bramhall
J. Alexander Zimmerman

February 5, 2024

Via E-mail to sandy@carolinawaterbirth.com and Regular Mail
Cynthia J. Glenn, individually and as Member of Fisher and Reid, LLC,
and Carolina Birth Center, LLC d/b/a Carolina Water Birth
111 Commons Way
Greenville, SC 29611

Re: J. Mereinda Fisher, individually, and Member of Fisher and Reid, LLC. v. Cynthia J. Glenn, et al.
C.A. No.: 2022-CP-23-01799
File No.: DH22.0053

Dear Sandy:

Please find enclosed Plaintiff's Interrogatories and Request for Production along with a Certificate of Service.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

DUGGAN & HUGHES, LLC

Daniel R. Hughes

DRH/tab

cc: Mereinda Fisher (via email)

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	CERTIFICATE OF SERVICE
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

I, the undersigned, hereby certify that on the date below, I served upon the Defendants named above, by electronic mail and regular mail Plaintiff's Interrogatories and Requests for Production to on the person(s) listed below by enclosing a copy of same in an envelope with sufficient postage thereon prepaid in the United States mail, addressed as follows:

Cynthia J. Glenn, individually and as Member of Fisher and Reid, LLC, and
Carolina Birth Center, LLC d/b/a Carolina Water Birth
111 Commons Way
Greenville, SC 29611

and

sandy@carolinawaterbirth.com

By: Tilda A. Burgess

Tilda A. Burgess
Legal Assistant to Daniel R. Hughes, Esquire
457-B Pennsylvania Avenue (29650)
Post Office Box 449
Greer, South Carolina 29652-0449
Telephone: (864) 334-2500
Fax: (864) 879-0149

Dated: February 6, 2024
Greer, South Carolina

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**PLAINTIFF'S REQUESTS FOR PRODUCTION TO DEFENDANT**
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

TO: DEFENDANTS, CYNTHIA J. GLENN, INDIVIDUALLY, AND AS MEMBER OF FISHER AND REID, LLC, AND CAROLINA BIRTH CENTER, LLC D/B/A CAROLINA WATER BIRTH:

Plaintiff J. Mereinda Fisher, by and through her undersigned attorneys, requests Defendant to produce the documents listed below for inspection and copying at the offices of DUGGAN & HUGHES, 457-B Pennsylvania Avenue, Greer, South Carolina, at 10:00 a.m. thirty (30) days from the date of service herein or at such reasonable time and place as the requesting party shall specify.

The term "documents", when used herein, means all originals of any nature whatsoever, identical copies, and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody or control, regardless of where located; including, without limitation, the generality of the foregoing, printout sheets, records, microfilm, notes, letters, memoranda, ledgers, worksheets, books, notebooks, diaries, calendars, appointment book registers, charts, papers, agreements, contracts, purchase orders, acknowledgments, invoices, authorizations, budgets, analysis, projections, transcripts, minutes of

meetings of any kind, correspondence, drafts, and price lists. In all cases where originals and/or non-identical copies of original documents and copies of non-identical copies.

The documents to be produced are the following:

REQUESTS FOR PRODUCTION

1. Any and all documents which are identified by your answers to Plaintiff's First Set of Interrogatories or to which Defendant referred to, or relied upon, in responding to Plaintiff's Interrogatories.

2. Each and every document in possession of Defendant which Defendant intends to introduce, or use, in any manner, at the trial of this case.

3. Each and every document in possession of the Defendant, or under Defendant's control, custody, or dominion, whose subject matter is in any way related to or concerning the claims asserted in this action.

4. Each and every writing, document, compilation, correspondence, letter, and record of any sort which was provided to any expert for the purpose of formulating an opinion as to any issue in this case, and please provide any writing, document, correspondence, letter of opinion, or writing of any sort produced by any person retained to be an expert witness at the trial of this case.

5. All photographs, diagrams, drawings, sketches, or other similar material, concerning or in any way related to your defense.

6. All statements of possible witnesses, whether written, oral, summarized, or otherwise reproduced in any manner, concerning or in any way relating to your defense.

7. A list of any and all parties or individuals with whom you have discussed the contents of this matter, the approximate date and time of the discussion, type of communication (in person, telephone, written, etc.) and the contents of each discussion.

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8. A copy of a current *Curriculum Vitae* of each and every expert the Defendant intends to call or list as a witness to testify concerning the standard of care, proximate cause or damages.

9. All bank statements for Carolina Birth Center, LLC since February 2021 to present.

10. Profit and loss statements for Carolina Birth Center, LLC since February 2021 to present.

11. Copies of all appraisals or real estate evaluations for the property located at 111 Commons Way, Greenville, SC 29611.

12. Copies of all loan applications made, and proof loans were obtained, as alleged in Paragraph of the Third Defense in your Reply/Counterclaim filed June 2, 2023.

13. Copies of all written agreements or contracts between any Defendant and the Plaintiff.

14. Copies of all lease agreements signed by Fisher & Reid, LLC.

15. Copies of all complaints against any Defendant received by DHEC since February 2021.

16. Copies of all falsified tests you refer to in Paragraph 3 of your Counterclaim filed June 2, 2023.

17. Copies of all documents showing that the Defendants incurred the damages alleged in Defendants' Counterclaims.

18. Copes of the altered documents referred to in Paragraph 9 of the Counterclaim filed June 2, 2023.

This Request for Production shall be deemed to continue from the time of service until the trial of the case, and any further information obtained by any party to this action shall be promptly submitted to the undersigned.

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Respectfully submitted,

DUGGAN & HUGHES, LLC

DANIEL R. HUGHES
South Carolina Bar No. 72547
457-B Pennsylvania Avenue (29650)
P. O. Box 449
Greer, SC 29652-0449
Telephone (864) 334-2500
Facsimile (864) 879-0149
ATTORNEYS FOR PLAINTIFF

Dated: 2/6, 2024

Greer, South Carolina

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mercinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**PLAINTIFF'S INTERROGATORIES TO DEFENDANT**
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

TO: DEFENDANTS, CYNTHIA J. GLENN, INDIVIDUALLY, AND AS MEMBER OF FISHER AND REID, LLC, AND CAROLINA BIRTH CENTER, LLC D/B/A CAROLINA WATER BIRTH:

YOU ARE HEREBY NOTIFIED to answer under oath, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following Interrogatories, and to serve your answers to these Interrogatories upon the undersigned attorneys for Plaintiff, within the time allotted in said Rule.

YOU ARE FURTHER NOTIFIED that the below Interrogatories shall be deemed to continue from the time of service until the time of the trial of this case so that, if your answers should change, or need alteration or modification, from knowledge or information which you or your representative or attorney should acquire after the service of your answers, such new or amended answers shall be promptly transmitted by service of a copy thereof upon the undersigned.

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INSTRUCTIONS

A. Plaintiff (hereinafter referred to as "Plaintiff") request Defendant to answer in writing, under oath in accordance with Rule 33 of the Rules of this Court, the Interrogatories attached hereto.

B. In answering these Interrogatories, furnish all information in the possession of the Party, his/her officers, agents and employees, and his attorney and investigators for his attorney.

C. If Defendant cannot answer the following Interrogatories in full after exercising due diligence to secure the information to do so, state the answer to the extent possible specifying your inability to answer the remainder and state whatever information or knowledge they have concerning the unanswered portion.

D. Each Interrogatory is considered continuing, and if Defendant obtain information which renders his/her answers, or one of them, incomplete or inaccurate, he/she is obligated to serve amended answers on Plaintiff.

E. Insofar as may be applicable, and except as otherwise indicated, the term **"document"** or **"documents"** shall refer to any and all writings and recorded materials, of any kind whatsoever, that is or has been in the possession, control or custody of the Party or of which the Party has knowledge, whether originals or copies, including but not limited to contracts, documents, notes, rough drafts, interoffice memoranda, memoranda for the files, letters, research materials, correspondence, logs, diaries, forms, bank statements, card files, books of account, journals, ledgers, invoices, blueprints, diagrams, drawings, computer print-outs or tapes, reports surveys, statistical computations, studies, pictures, maps, graphs, charts, minutes, manuals, pamphlets, or books of any nature or kind whatsoever; and all other materials handwritten, printed, typed, mimeographed, photocopied or otherwise reproduced; and slides or motion pictures.

television tapes; all mechanical tape recordings or other written or printed matter or tangible things on which words or phrases are affixed.

F. A request to "**Describe**" any oral statement or communication is a request to state:

1. The name and present address of each individual making such statement or communication.

2. The name and present address of the individual or individuals to whom the oral statement or communication was made.

3. The names and present addresses of any other individuals present when such oral statement or communication was made or who heard or acknowledged hearing the same.

4. The place where such oral statement or communication was made.

5. A brief description of the contents of such oral statement or communication.

G. A request to "**cite**" portions or provisions of any document is a request to state, insofar as applicable with reference to such portion or provisions, the title, date, division, page, sheet, change order number, and such other information as may be necessary to accurately locate the portions or provision referenced.

H. The term "**person**" shall include a natural person, partnership, corporation, association, or other group however organized.

I. Whenever a request is made to "**identify**" a natural person, it shall mean to supply all of the following information:

1. His/her name.

2. His/her employer and the position at the time.

3. His/her last known address and telephone number.

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

4. His/her last known employer if current employer is unknown.

J. A request to "**explain fully**" any answer, denial, contention or claim is a request, as applicable, to:

1. State fully and specifically each fact and/or contention in support of your answer, denial or claim; and

2. For each such fact or contention, to identify each person who has knowledge relative to that fact or contention, each document that tends to support that fact or contention; and each document that tends to dispute that fact or contention.

PLEASE TAKE NOTICE that a copy of the answers to the attached Interrogatories and the requested documents must be served upon the undersigned within thirty (30) days after receipt of these Interrogatories.

INTERROGATORIES

1. Please state the names, current addresses, telephone numbers, and occupations of all persons known by you to be witnesses to the facts involved in this case, and with respect to each person identified, please state, in narrative form, the facts which you believe to be within the knowledge of each such witness, and indicate whether a written or recorded statement has been taken from these witnesses and who has possession of such statements.

2. State the names and last known addresses of any persons who have been interviewed by you or by anyone on your behalf in regard to the facts involved in this case and indicate whether a written or recorded statement or a recorded interview was obtained from the person interviewed.

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3. State the names and addresses of all experts who have been consulted by you or on your behalf in connection with this case and, with respect to each, state:

(a) The date of all reports or memoranda made by each such expert;

(b) The area of expertise or specialization of each such expert and a brief chronological resume of each such expert's educational and professional background; and,

(c) Whether each such expert will testify as an expert at the trial of this case.

4. With respect to each expert named in answer to the preceding interrogatory who will testify as an expert at the trial of this case, please state:

(a) The subject matter on which the expert is expected to testify;

(b) The substance of the facts and opinions as to which the expert is expected to testify; and,

(c) A summary of the grounds for each such opinion.

5. Please identify each written document, memorandum, or other writing in your possession or subject to your custody or control which pertains to the facts involved in this case and provide a summary of the information contained in each such document.

6. Please identify all photographs, plats, sketches, charts, diagrams or other prepared documents in your possession or subject to your custody or control, which pertain to the facts of this case.

7. Other than this lawsuit, have you ever been involved in a civil lawsuit as either a plaintiff or a Defendant? If so, please state the caption of the legal action in which you were

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

involved, the court in which the action was filed, the date the action was filed, the subject matter of the action, and the disposition or outcome of the case.

8. Have you ever been arrested and/or convicted of any crime, and if so, please list the charge and date on which each charge occurred, as well as the disposition of that charge.

9. State your mobile phone number; wireless provider; and, account number associated with your mobile number.

10. Please provide an itemization of all damages that you claim you are entitled to recover in this lawsuit.

11. Please identify each and every written agreement you reference in the 2nd paragraph of your Fifth Defense in your Reply/Counterclaim filed June 2, 2023.

12. Please identify customers that you claim to have lost in Paragraph 2 of your Counterclaim filed June 2, 2023.

13. Please state specifically how the Plaintiff misrepresented her educational status and client load as alleged in Paragraph 12 of your Counterclaim filed June 2, 2023 These Interrogatories shall be deemed to continue from the time of service until the trial of the case, and any further information obtained by any party to this action shall be promptly submitted to the undersigned.

14. Please state how much rental income has been paid for the property at 111 Commons Way, Greenville, SC 29611 since June 11, 2021 and state to whom the rent was paid.

15. Please state what date Carolina Birth Center, LLC obtained its DHEC license.

16 Please state whether your placed the Plaintiff on trespass notice from the property at 111 Commons Way, Greenville, SC 29611.

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17. Please state whether you removed Plaintiff's name and information from the Carolina Birth Center, LLC website, and if so, what date you took such action.

18. Please state whether your changed the phone provider for Carolina Birth Center, LLC to Vonage, and if so, what date you took such action.

19. Please state whether you blocked the Plaintiff from viewing Carolina Birth Center's calendar, and if so, what date you took such action.

Respectfully submitted,

DUGGAN & HUGHES, LLC

DANIEL R. HUGHES
South Carolina Bar No. 72547
457-B Pennsylvania Avenue (29650)
P. O. Box 449
Greer, SC 29652-0449
Telephone (864) 334-2500
Facsimile (864) 879-0149
ATTORNEYS FOR PLAINTIFF

Dated: 2/6, 2024
Greer, South Carolina

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	MOTION TO COMPEL
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.		

TO: DEFENDANTS NAMED ABOVE:

COMES NOW, the Plaintiff, J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC, through their undersigned counsel, and moves this Honorable Court pursuant to Rule 37 of the *South Carolina Rules of Civil Procedure* for an Order compelling Defendants to answer Interrogatories and Requests for Production that were served on Defendants on February 6, 2024.

Plaintiff has not received any response to those discovery requests even though requests have been made to produce the discovery. On February 23, 2024, Defendants sent Plaintiff's counsel an email stating that Defendants were not required to answer Plaintiff's discovery, a copy of which is attached hereto as **Exhibit A**. A copy of the Interrogatories and Requests for Production along with the Certificate of Service are attached hereto as **Exhibit B**.

I hereby certify that this Motion is meritorious and not intended merely for delay.

Respectfully submitted,

DUGGAN & HUGHES, LLC

s/Daniel R. Hughes

Daniel R. Hughes (S.C. Bar # 72547)
457-B-Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652-0449
Telephone (864) 334-2500
Facsimile (864) 879-0149
ATTORNEYS FOR PLAINTIFF

Dated: April 22, 2024
Greer, South Carolina

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	MOTION TO STRIKE AND MOTION
Plaintiff,	)	TO DISMISS
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.		

TO: DEFENDANTS NAMED ABOVE:

COMES NOW, the Plaintiff, J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC, through their undersigned counsel, and moves this Honorable Court pursuant to Rule 12(f), *SCRCP*, to strike the Answer and Counterclaims of the Defendants on behalf of Fisher and Reid, LLC and Carolina Birth Center LLC d/b/a Carolina Water Birth and Rule 12(b)(6) to dismiss Defendants' Counterclaims for failure to plead facts sufficient to constitute a cause of action.

(1) Motion to Strike: Cynthia J. Glenn, a non-lawyer, filed an Answer and Counterclaims on behalf of Fisher and Reid, LLC and Carolina Birth Center, LLC. In *Renaissance Enter. v. Summit Teleservices*, 334 SC 649, 515 S.E.2d 257 (1999), the Court held that a non-lawyer cannot represent a corporation in South Carolina circuit and appellate courts. Defendants, Fisher & Reid, LLC and Carolina Birth Center, LLC are corporate entities, and therefore, the Answer & Counterclaims are defective and must be struck pursuant to Rule 12(f), *SCRCP*.

(2) Motion to Dismiss: The counterclaims filed by the Defendants fail to state any cause of action for which relief can be granted. Therefore, pursuant to Rule 12(b)(6), *SCRCP*, the counterclaims should be dismissed as a matter of law.

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

I hereby certify that this Motion is meritorious and not intended merely for delay.

Respectfully submitted,

DUGGAN & HUGHES, LLC

s/Daniel R. Hughes

Daniel R. Hughes (S.C. Bar # 72547)
457-B-Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652-0449
Telephone (864) 334-2500
Facsimile (864) 879-0149
ATTORNEYS FOR PLAINTIFF

Dated: April 22, 2024

Greer, South Carolina

ELECTRONICALLY FILED - 2024 Apr 22 10:37 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF GREENVILLE	)	**2022-CP-23-** 01799
J. Mereinda Fisher, individually, and as	)	
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
vs.	)	**NOTICE TO THE COURT OF**
Cynthia J. Glenn, individually, and as	)	**LACK OF JURISDICTION, IMPROPER FILING and**
Member of Fisher and Reid, LLC, and	)	**DISMISSAL**
Carolina Birth Center, LLC d/b/a Carolina	)	
Water Birth	)	
Defendants.	)	

'24 APR 24 AM 9:48
Brice Garrett CGC GVL SC

I, Cynthia-Jane of the family Glenn, sui juris, in propria persona[1] now submit my testimony in the form of an Affidavit regarding notice of lack of personal and subject matter jurisdiction [2]and Dismissal.

Cynthia has not been contacted regarding a docket date, she has not agreed to toll the statute of limitations nor has she received a motion to restore per SC Rule 40(j). She is not a U.S. citizen, not a Greenville County resident and does not domicile therein.

THERE IS A LACK OF CONTROVERSY - Plaintiff has full knowledge that an offer and acceptance has been made prior to any filings of this case and another amended offer and acceptance on October 12, 2022 and reaffirmed on Oct 6, 2023 and November 29, 2023; therefore, no controversy exist. Without a controversy, the court lacks subject matter jurisdiction. These agreements are within the statement of truth and remain facts. Likewise, we cannot resort to an inferior remedy nor burden the court or fellow man[kind] when a resolution has occurred in the private.[3] [4] In South Carolina, jurisdiction, or the basic

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[1] In pleading that pleas to the jurisdiction of the court must be plead in propria persona, because if pleaded by attorney they admit the jurisdiction, as an attorney is an officer of the court, and he is presumed to plead after having obtained leave, which admits the jurisdiction. Lawes, Pl. 91.

[2] Once jurisdiction is challenged, it must be proven. Basso v. Utah Power & Light Co . 395 F 2d 906, 910 (10thCir. 1974); Merritt v. Hunter, 170 F2d 739 (10th Cir. Kansas1948)

[3] A SUMMO REMEDIO AD INFERIOREM ACTIONEM NON HABETUR REGRESSUS, NEQUE AUXILIUM. From (after using) the highest remedy, there can be no recourse (going back) to an inferior action, nor assistance, (derived from it.) Fleta, lib. 6, c. 1, § 2. A maxim in the old law of real actions, when there were grades in the remedies given; the rule being that a party who brought a writ of right, which was the highest writ in the law, could not afterwards resort or descend to an inferior remedy. Bract. 112b; 3 Bl.Comm. 193, 194.

[4] SC Code of Laws SECTION 14-1-50. Common law of England continues in effect. All, and every part, of the common law of England, where it is not altered by the Code or inconsistent with the Constitution or laws of this State, is hereby continued in full force and effect in the same manner as before the adoption of this section.

authority of a judge to hear and exercise judgment of a matter, is based upon three considerations: territorial jurisdiction, subject matter jurisdiction, and the amount in controversy (Magistrate Law in Civil Actions 1. Jurisdiction). Controversy or dispute must exist in order for jurisdiction to exist (*Where...there is no controversy, no dispute, and therefore no case... Keith v. Levi, C.C.Mo., 2 F. 745; Ft. Pitt Gas Co. v. Borough of Sewickley, 198 Pa. 201, 47 A. 957.*)

On February 12, 2024, Cynthia-Jane presents payment and fulfills contracts to Fisher (see TRUTH A). She acts in honor, good faith and fair dealings and has acted upon the offer and acceptance and has thereby canceling all debt and obligation to Fisher. Truth is sovereign (Exodus 20:16; Ps. 117:2).[5]

As recently as November 29, 2023, Plaintiff inquires about a potential closing date for the sale of the building (see TRUTH B). This is additional proof that the case is without controversy.

THIS CASE IS ABANDONED. The case was filed in March 2021 and is abandoned, in entirety, because there is an agreement in place and time limits have expired.

Plaintiff makes no attempt at mediation as is required within 300 days of filing and does not preserve the case or the limitations.

Plaintiff continues to represent to Cynthia-Jane that the agreement to sell the property and withdraw the complaint with prejudice is acceptable. Plaintiff requests proof of funds and they are produced via emails and signature from banking institutions (see TRUTH G). Plaintiff continues to contact Cynthia-Jane regarding closing dates and Cynthia-Jane has even supplied funds to the agreed upon closing attorney (see TRUTH A).

Cynthia now discovers but does not understand why attorney for plaintiff has sent an email to the court notifying them that negotiations have failed. These claims are without merit.

THERE ARE NO TRUE DEFENDANTS IN THIS CASE. The attorney of record for Plaintiff files this case with full knowledge that this case is without merit or jurisdiction, that offer and acceptance occurs prior to case filing and there are no true defendants:

> Carolina Water Birth is a fiction. I am unaware of any such organization and it is not the d/b/a for Carolina Birth Center LLC; therefore, there is no such defendant as Carolina Birth Center LLC d/b/a Carolina Water Birth.
>
> Additionally, even without the d/b/a entitled Carolina Water Birth; Carolina Birth Center LLC also does not exist now or during any context of this case:
>
> > Carolina Birth Center, LLC ceases to function on May 22, 2021 when the last baby is born in the former Simpsonville location. Carolina Birth Center continues business on

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HISTORY: 1962 Code Section 1-19; 1972 (57) 2775.

[5] TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12). An affidavit is your solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and stated, "this is true, correct, complete and not meant to mislead." AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet. 1:25; Heb. 6:13-15;) Claims made in your affidavit, if not rebutted, emerge as the truth of the matter.

December 22, 2021 in its current location as a private membership association (PMA). After a time of public notice, Carolina Birth Center, LLC is officially terminated.

Fisher and Reid, LLC cannot be both a Plaintiff and a Defendant[6] and the Plaintiff's attorney cannot represent both sides. Plaintiff is creating a disqualifying conflict of interest without the consent from all parties.

"Cynthia J. Glenn," as captioned, is a different person/entity/corporation than Cynthia-Jane, see section "THERE IS NO PERSONAL JURISDICTION."

THERE IS NO PROPER SERVICE FOR THIS CASE. Service has not been established for a legal person or corporate entity known as Cynthia J. Glenn. Nor is service established for Carolina Birth Center, LLC or Fisher and Reid LLC. Service has only occurred to the living woman, Cynthia-Jane, and she is not the intended Defendant in this case (see section PERSONAL JURISDICTION AND IMPROPER COURT).

COMMUNICATION IS ONGOING. Attorney of Record for Plaintiff, refuses to update Cynthia-Jane or discuss the case for many months at a time. He takes a break in communication to falsely notify the court that there had been a breakdown in negotiations when he is well aware that a contractual agreement is accepted. Over the last few months, the attorney of record only speaks with Cynthia-Jane if she agrees to drive over an hour to meet personally in his office. Because it is not possible for Cynthia-Jane to travel to his office, he is again ceasing communication (see TRUTH C, E).

In the accepted offer, Plaintiff agrees to sell the property and voluntarily withdraw the complaint with prejudice, yet the attorney accuses Cynthia-Jane of "practicing law without a license" when she attempts to move forward with closing arrangements and he then ceases productive communication (see TRUTH C, D).

DEFENDANT REVOKES HER SIGNATURES. Without knowledge or understanding and under duress from failures of a hired consultant attorney, Cynthia-Jane improperly filed an Answer and Motions in this case. Now having a better understanding of parties, jurisdiction and consent; she has revoked signatures and consent for jurisdiction. Being a non-citizen and non-corporation, Cynthia-Jane is entitled to equal standing in court to prevent bias and prejudice. Jurisdiction can be challenged at any time.[7]

THERE IS NO PERSONAL JURISDICTION. I am Cynthia-Jane, a human, living woman and not a legal or artificial person, individual[8], entity or corporation.

Although Cynthia-Jane originally believed she was one of the Defendant of record, counsel for Plaintiff repeatedly refuses to speak with her or return her emails for many months at a time (see TRUTH C, E), claiming that he does not have to speak with her because she is not an attorney, claiming that the

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[6] Bryan v. Kales, (1892), 3 Ariz. 423, the court said that the presence of adversary parties was so fundamental that if it appeared that the plaintiff was suing personally in a suit against himself as administrator, any judgment entered would be "utterly void."

[7] Once challenged, jurisdiction cannot be 'assumed,' it must be proved to exist!

[8] INDIVIDUAL. As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons. State v. Bell Telephone Co., 36 Ohio St. 310, 38 Am.Rep. 583.

settlement is confidential and accusing her of practicing law without a license (see TRUTH D). Since living humans are entitled to speak sui juris, the attorney of record's refusal to speak to Cynthia-Jane along with his accusation that she is practicing law without a license are his own admission that this case is against a legal individual or corporation entitled CYNTHIA J. GLENN. On December 18, 2023, Plaintiff's attorney Daniel Hughes states, "You cannot represent yourself in this case because the claims are against a corporate entity" (see TRUTH D).

In the December 18th statement, Hughes clarifies that the case is entirely against a corporate entity. Since it is established that Cynthia-Jane is a living woman, she therefore cannot be a defendant in this case.

THIS CASE IS NOT FILED IN THE CORRECT COURT. If Plaintiff wishes to properly file a case against Cynthia-Jane, a non-citizen, such filings can only be claimed in an Article III Court which provides for Diversity of Citizenship, controversy against non-US citizens (Equality before the law[9]). Since Plaintiff alleges that the amount of suit is greater than $75,000, qualification is established.

Born in South Carolina to the parents of non-U.S. Citizens, the status of Cynthia-Jane is that of a state national, denizen[10] or sojourn[11]. Cynthia-Jane is neither resident nor citizen. Being a living woman, she is protected by the Fifth Amendment to the Constitution against self-incrimination, guaranteed a set of basic inalienable rights, including life, liberty, and the pursuit of happiness and she has committed no crime[12]. Cynthia-Jane has voided all known contracts as a U.S. citizen including residency, voter's registration and driver's license. She has noticed the correction of status in the public record. She is neither a U.S. Citizen nor a Municipal citizen; not a dependent of any District or Agency Personnel or employee or citizen of any Federal Corporation; not a slave, criminal, pauper, bankrupt person or Felon. Cynthia-Jane is not a Bar Attorney or Lawyer, not a public trust nor representing a public trust, does not use the name "DEFENDANT" or "CYNTHIA JANE GLENN" and does not wave her birthright estate/Estate.

WHEREAS; the court is without Subject Matter or Personal Jurisdiction, service has not been accomplished, the case is abandoned and no controversy exist upon which the court can rule; the court cannot hear these claims without the consent of this affiant, which she is denying;

THEREFORE, the case is dismissed.

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[9] EQUAL PROTECTION. The fourteenth amendment provides that "no State shall make or enforce any law which shall deny person within its jurisdiction the equal protection of the law." Equal protection means that the government must treat similarly situated individuals in the same manner.

[10] DENIZEN In American law. A dweller; a stranger admitted to certain rights in a foreign country or as one who lives habitually in a country but is not a native born citizen; one holding a middle state between an alien and a natural born subject. United States ex rel. Zdunic v. Uhl, D.C. N.Y., 46 F.Supp. 688, 691. The word is also used in this sense in South Carolina. See McClenaghan v. McClenaghan, 1 Strob.Eq., S.C., 319, 47 Am. Dec. 532.

[11] SOJOURNING. This term means something more than "traveling," and applies to a temporary, as contradistinguished from a permanent, residence. Henry v. Ball, 1 Wheat. 5, 4 L.Ed. 21; In re Gahn's Will, 110 Misc. 96, 180 N.Y.S. 262, 266

[12] Personal liberty allows affiant to live in pursuit of happiness provided there is no harm/injury to another living man or woman. The Affiant's personal liberty protects him from being forced to appear and unwittingly give implied consent to contract with any state agency.

Sworn as the truth and the whole truth,

Cynthia-Jane: Glenn, ben. 4/22/24

Cynthia-Jane: Glenn, ben., Without Prejudice
Without the STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this date: April 22, 2024
Greenville County, SOUTH CAROLINA.

Notary Public My Commission Expires: 05/05/2024

Second Witness: Isaiah Glenn 4/21/24

Any use by me of a corporate notary public is for identification purpose only and confers no subject matter or personal jurisdiction on anyone.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL,

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

-TRUTH A

February 1, 2024

From: Cynthia-Jane: Glenn
ICO 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: Janet-Mereinda: Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com

Dear Mrs. Fisher,

Per our agreement, I am preparing to finalize the purchase of your portion of the property located at 111 Commons Way, Greenville South Carolina.

Despite many delays in the paperwork process, I have continued to possess and maintain all fees and cost associated with the property. Enclosed please find details of the closing.

Thank you,

Cynthia-Jane: glenn

Cynthia-Jane: Glenn

February 1, 2024

Notice to agent is notice to principal, notice to principal is notice to agent.

Conditional Acceptance and Property Closing

From: Cynthia-Jane: Glenn
ICO 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: J. Mereinda Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com
~~Certified mail~~, return receipt requested # Registered Mail

With Completion of Service and designation of Witnesses To:

1. Merrick E Garland, United States Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001
Certified mail, return receipt requested # 9589 0710 5270 0784 0168 98

3. Chris Cogdill
Cogdill Law Firm
1318 Haywood Road, Bldg E
Greenville SC 29615
Certified mail, return receipt requested # 9589 0710 5270 0784 0168 81

REGARDING: Agreement of the sell portions of property owned by J. Mereinda Fisher ("Fisher") at 111 Commons Way, Greenville South Carolina (Tax Map # 0237040100900); hereafter termed "Property" currently jointly owned by Fisher and Cynthia-Jane:Glenn ("Glenn").

No dispute is current or active involving your offer and acceptance is contingent on the conditions in this affidavit. Cynthia-Jane: Glenn does not wish to abandon previous agreements and hereby proceeds with honor and good faith by submitting payment to finalize the purchase.

Be It Known: The Conditional Acceptance to your offer establishes a Common Law- Contract between us and also under the Postal rule.[1]

Section A – Fact and Events:

1. J. Mereinda Fisher and Cynthia-Jane: Glenn purchased Property at 111 Commons way in June 2021 each contributing $70,000.00 and half of closing cost.

2. Fisher was the representative for Fisher-Reid, LLC; a corporation created to for the purpose of maintaining the building and any future for-profit ventures; "Fisher" and "Reid" being the maiden names of Cynthia-Jane: Glenn and J. Mereinda Fisher, this LLC was maintained by both Fisher and Glenn.

3. Cynthia-Jane: Glenn was the sole owner of Carolina Birth Center (CBC), a birth center licensed by The Department of Health since 2005. Fisher and Reid each maintained their own separate home birth practices.

4. CBC leased the Property from Fisher-Reid, LLC and Mereinda Fisher contracted with CBC for her professionally licensed services. Since CBC could not function as a birth center while awaiting an inspection from the Department of Health, Fisher used her professional license to assist Glenn with home births.

5. Fisher and Reid, LLC began improvements on the Property in preparation for use by the new tenant.

6. In January, 2022, Fisher began expressing that she was unsure of her level of commitment about being a full time contractor at CBC. In a phone conversation on March 6, 2022 Fisher offered three times to "i promise I will sell you the property for exactly what I put in to it." Glenn accepted the offer by agreeing to pay Fisher $80,000 which she estimated was Fisher's investment minus the prepayment to Fisher for services she did not render.

7. In March 2022, Glenn was served SUMMONS and COMPLAINT Fisher v. Glenn et al 2022CP2301799. Glenn hired a consulting attorney to negotiate and Glenn proceeded to do a full accounting of funds exchanged during the short joint venture of the participants. Glenn was able to verify that Fisher's actual investment minus prepayment for services not rendered was $62,191.00 and that Fisher was paid 47,260 over the six months in which she functioned as a subcontractor.

8. On October 05, 2022 Fisher offered to voluntarily dismiss Fisher v. Glenn et al 2022CP2301799 with prejudice and to sell her portion of the building for $74,000. Glenn accepted the offer and it was decided that the Cogdill Law Firm should be used for the closing of the sale because they were the closing attorneys for the original purchase.

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[1] "The postal rule (also known as the mailbox rule or "deposited acceptance rule") is a term of common law-contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The mailbox rule is an exception to the general principle. The mailbox rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. One rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeror. The main effect of the mailbox rule is that the risk of acceptance being delivered late or lost in the post is placed upon the offeree. If the offeror is reluctant to accept the risk, he can always require actual receipt before being legally bound."

9. On October 6, 2023, Glenn met personally with Daniel Hughes, attorney of record for Fisher. At this meeting Hughes confirmed that Fisher had agreed to the sale her of her portion of the Property for $74, 000 and the conditions of voluntary dismissal with prejudice. Hughes requested a timeline for funds available and was informed that closing could happen immediately. It was explained that the funds were immediately available via $35,000 HELOC, $35,000 personal savings and $4,000 cash. Hughes demanded proof thereof which was provided on October 23, 2023 by letters of confirmation from Truist and Spero financial institutions. On November 29, 2023 Hughes again asked when closing could occur and Glenn again verified that she was willing to proceed as soon as Cogdill Law Firm had an opening.

10. Since Fisher's departure in March 2022, Glenn has exercised dominion and remains in possession of the Property as evidenced by paying of all expenses associated with the Property including improvements, maintenance, insurance, property management fees and taxes without the assistance of Fisher or Fisher and Reid, LLC. Fisher has completely abandoned all responsibility associated with the property.

11. Glenn has previously paid Fisher cash as prepaid for rent on the property for 2021, paid by check for the year 2022 and applied a credit towards on her 1099 for rent in 2023. Glenn is including payment for the settlement of the lease for the dates 1/1/2024-1/1/2027.

Section B – Fulfillment of Agreement

Per the agreement between Glenn and Fisher and the contract created by this registered signature, a payment in the amount of $74,000.00 is being sent to Cogdill Law Firm via indorsed 1099-A which can be processed with forms 1099-OID, 1096, 1040V accordingly and filed with the United States Treasury OR Cogdill Law Firm may return the 1099-A to Glenn after a closing date is set and request a replacement payment from Glenn in the form of a cashier's checks or money order.

An additional cashier's check is being sent to Fisher-Reid LLC to cover rent for the remainder of rental agreement.

At the time of closing, Fisher and Glenn shall each pay half of closing attorney fees for standard closing services lawfully required by the State of South Carolina. The fees and costs related to the Closing shall include a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property. At that time, Fisher shall also present Glenn with an original clerk-of-court, time-stamped and notarized affidavit of voluntary dismissal and consent letter to dismiss all accusations with prejudice.

If given a one week notice, Glenn is usually available on Monday, Thursday or Friday for closing procedures and can be contacted directly by email or telephone.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

All correspondence sent back must be from a notarized affidavit of truth by an individual human swearing under oath the truth and accuracy of each point.

As this matter is outstanding, FAILURE TO RESPOND WILL CONSTITUTE AQUIESCENCE at which time Glenn may place a claim of ownership, right and title and/or claim of lien[2] upon Fisher or any of her properties until such time as the terms of this agreement are fulfilled.

Section C – Limitations of Time

From the point of signature of receipt of this Conditional Acceptance, as per the postal code listed above, all matters in this contract must be addressed and fully dispatched within 60 days, otherwise this matter will be considered settled.[3]

Closing procedures may be rescheduled for conflicts up to 21 days after the expiration of Limitations of Time in Section C provided that an initial closing date has been scheduled prior to the expiration of limitations described in Section C.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

Avouchment

I, Cynthia-Jane: Glenn, do hereby avow that based upon my firsthand knowledge and information relayed to me from research, this Conditional Acceptance, is true, accurate and correct to the best of my knowledge, information and belief and conveys the conditions set forth as intended by me.

~~Cynthia-Jane: Glenn, ben~~ without prejudice, Date: 2/11/24

Cynthia-Jane: Glenn

Sworn before me, Linda Fowler,

this 12 day of February, 2024.

In the state of South Carolina. My commission expires 2-15-2027.

[seal]

LINDA FOWLER NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES FEB. 15, 2027

[2] Sniadach v. Family Finance Corp., 395 U.S. 337 (1969) *"The ability to place a lien upon a man's property such as to temporarily deprive him of its beneficial use without any judicial determination of probable cause dates back not only to medieval England, but also to Roman times."*

[3] UCC § 3-603. TENDER OF PAYMENT (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract. (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

END

OF

FILING

Section D – Definitions:

ACQUIESCENCE. Acquiescence from which assent: may be reasonably inferred. Frank v. Wilson & Co., 24 Del.Ch. 237, 9 A.2d 82, 86. Equivalent to assent inferred from silence with knowledge or from encouragement and presupposes knowledge and assent. Andrew v. Rivers, 207 Iowa 343, 223 N.W. 102, 105. Failure to make any objections. Scott v. Jackson, 89 Cal. 258, 26 P. 898. Submission to an act of which one had knowledge. See Pence v. Langdon, 99 U.S. 578, 25 L.Ed. 420. Knowledge without objection. Indiana Harbor Belt R. Co. v. Jones, 220 Ind. 139, 41 N.E.2d 361, 363. It arises where a person who knows that he is entitled to impeach a transaction or enforce a right neglects to do so for such a length of time that, under the circumstances of the case, the other party may fairly infer that he has waived or abandoned his right. Norfolk & W. R. Co. v. Perdue, 40 W.Va. 442, 21 S.E. 755. Acquiescence and laches are cognate but not equivalent terms. The former is a submission to, or resting satisfied with, an existing state of things, while laches implies a neglect to do that which the party ought to do for his own benefit or protection. Hence laches may be evidence of acquiescence. Laches Imports a merely passive assent, while acquiescence implies active assent. In re Wilbur's Estate, 334 Pa. 45, 5 A.2d 325, 331. "Acquiescence" is synonymous with "abandonment" ; Sclawr v. City of St. Paul, 132 Minn. 238, 156 N.W. 283, 284, and is distinguished from "admission" ; Saunders v. BuschEverett Co., 138 La. 1049, 71 So. 153, 154;

OFFER. An act on the part of one person whereby he gives to another the legal power of creating the obligation called contract. In re Larney's Estate, 148 Misc. 871, 266 N.Y.S. 564. An offer, as an element of a contract, is a proposal to make a contract. It must be made by the person who is to make the promise, and it must be made to the person to whom the promise is made. It may be made either by words or by signs, either orally or in writing, and either personally or by a messenger; but in whatever way it is made, it is not in law an offer until it comes to the knowledge of the person to whom it is made; Langd.Contr. 151; 6 H.L.Cas. 112. See Sunburst Oil & Gas Co, v. Neville, 79 Mont. 550, 257 P. 1016, 1019.

ACCEPT. Admit and agree to; accede to or consent to; receive with approval; adopt; agree to. Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482, 483. Street committee's and city engineer's reports. City of Morehead v. Blair, 243 Ky. 84, 47 S.W.2d 741, 742. Means something more than to receive, meaning to adopt, to agree to carry out provisions.

ACCEPTANCE. The act of a person to whom a thing is offered or tendered by another, whereby he receives the thing with the intention of retaining it, such intention being evidenced by a sufficient act. JEtna Inv. Corporation v. Chandler Landscape & Floral Co., 227 Mo.App. 17, 50 S.W.2d 195, 197. The exercise of power conferred by an offer by performance of some act. In re Larney's Estate, 266 N.Y.S. 564, 148 Misc. 871. A "conditional acceptance" is in effect a statement that the offeree is willing to enter into a bargain differing in some respects from that proposed in the original offer. The conditional acceptance is, therefore, itself a counter offer. Hoskins v. Michener, 33 Idaho, 681, 197 P. 724. Morris F. Fox & Co. v. Lisman, 208 Wis. 1, 237 N.W. 267, 271. Worley v. Holding Corporation, 348 Ill. 420, 181 N.E. 307, 309.

AGREEMENT. in law a concord of understanding and intention between two or more parties with respect to the effect upon their relative rights and duties, of certain past or future facts or performances; the consent of two or more persons concurring respecting the transmission of some property, right, or benefits, with the view of contracting an obligation, a mutual obligation. Bac.Abr.; 'Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482. A compact between parties who are thereby subjected to the obligation or to whom the contemplated right is thereby secured. People v. Mills, 160 Misc. 730, 290 N.Y.S. 48, 52.

BAD FAITH. The opposite of "good faith," generally implying or involving actual or constructive fraud, or a design to mislead or deceive another, or a neglect or refusal to fulfill some duty or some contractual obligation, not prompted by an honest mistake as to one's rights or duties, but by some interested or sinister motive. State v. Grif fin, 100 S.C. 331, 84 S.E. 876, 877; Penn Mut. L. Ins. Co. v. Mechanics' Savings Bank & Trust Co., C.C.A.Tenn., 73 F. 653, 19 C.C.A. 316, 38 L.R.A. 33, 70; Spiegel v. Beacon Participations, 297 Mass. 398, 8 N.E.2d 895, 907

LIEN. obligation, tie, duty or claim annexed to or attaching upon property by the common law, equity, contract or statute, without satisfying which such property cannot be lawfully demanded by another, Landis Mach. Co. v. Omaha Merchants Transfer Co., 142 Neb. 389, 9 N.W.2d 198, 203; right to enforce charge upon property of another for payment or satisfaction of debt or claim, Vaughan v. John Hancock Mut. Life Ins. Co., Tex.Civ.App., 61 S.W.24 189, 190; Day v. Ostergard, 146 Pa.Super. 27, 21 A.2d 586, 588. Right to retain property for payment of debt or demand, Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1006; Huie v. Soo Hoo, 132 Cal.App.Supp., 787, 22 P.2d 808. Security for a debt, duty or other obligation, Hurley v. Boston R. Holding Co., 315 Mass. 591, 54 N.E.2d 183, 193; A "lien" is not a property in or right to the thing itself, but constitutes a charge or security thereon. Koenig v. Leppert-Roos Fur Co., Mo.App., 260 S.W. 756, 758; Steagall-Cheairs Fertilizer Co. v. Bethume Mule Co., 181 Ala. 250, 61 So. 274, 275; Powers v. Fidelity & Deposit Co. of Maryland, 180 S.C. 501, 186 S.E. 523, 530.

Claim of Lien: LIEN. right to enforce charge upon property of another for payment or satisfaction of debt or claim, Vaughan v. John Hancock Mut. Life Ins. Co., Tex.Civ.App., 61 S.W.24 189, 190; Day v. Ostergard, 146 Pa.Super. 27, 21 A.2d 586, 588. Right to retain property for payment of debt or demand, Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1006; Huie v. Soo Hoo, 132 Cal.App.Supp., 787, 22 P.2d 808. Security for a debt, duty or other obligation, Hurley v. Boston R. Holding Co., 315 Mass. 591, 54 N.E.2d 183, 193;

CLAIM OF OWNERSHIP, RIGHT AND TITLE. As regards adverse possession, claim of land as one's own to hold it for oneself. Peters v. Gillund, Tex.Civ.App., 186 S.W.2d 1019, 1020. Claim of right, claim of title and claim of ownership are synonymous. Ewing v. Tanner, 193 S.E. 243, 247, 184 Ga. 773; City of Rock Springs v. Sturm, 39 Wyo. 494, 273 P. 908, 911.

EXERCISED DOMINION. Open acts and conduct relative to land as evidence claim of the right of absolute possession, use, and ownership. Whelan v. Henderson, Tex.Civ.App., 137 S.W.2d 150, 153 150, 153 DOMINION. Ownership, or right to property or perfect or complete property or ownership. Whelan v. Henderson, Tex.Civ.App., 137 S.W 2d 150, 153. Title to an article of property which arises from the power of disposition and the right of claiming it. Baker v. Westcott, 73 Tex. 129, 11 S.W. 157, 8 East, 579. See, also, State v. Johnson, 34 S.D. 601, 149 N.W. 730, 734.

ABANDON. To desert, surrender, forsake, or cede. To relinquish or give up with intent of never again resuming one's right or interest. Burroughs v. Pacific Telephone & Telegraph Co., 220 P. 152, 155, 109 Or. 404. To give up or to cease to use. Southern Ry. Co. v. Commonwealth, 105 S.E. 65, 67, 128 Va. 176. To give up absolutely; to forsake entirely; to renounce utterly; to relinquish all connection with or concern in; to

desert. Commonwealth v. Louisville & N. R. Co., 258 S.W. 101, 102, 201 Ky. 670. It includes the intention, and also the external act by which it is carried into effect.

ABANDONMENT. The surrender, relinquishment, disclaimer, or cession of property or of rights. Stephens v. Mansfield, 11 Cal. 363 (land) ; Munsey v. Marnet Oil & Gas Co. (Tex.Civ.App.) 199 S.W. 686, 689 (oil lease) ; Shepard v. Alden, 201 N.W. 537, 539, 161 Minn. 135, 39 A.L.R. 1094 (bowling alleys) ; Union Grain & Elevator Co. v. McCammon Ditch Co., 240 P. 443, 445, 41 Idaho 216 (water rights).

GOOD FAITH. Honesty of intention, and freedom from knowledge of circumstances which ought to put the holder upon inquiry. Siano v. Helvering, D.C.N.J., 13 F.Supp. 776, 780. An honest intention to abstain from taking any unconscientious advantage of another, even through technicalities of law, together with absence of all information, notice, or benefit or belief of facts which render transaction unconscientious. Warfield Natural Gas Co. v. Allen, 248 Ky. 646, 59 S. W.2d 534, 91 A.L.R. 890; Crouch v. First Nat. Bank, 156 Ill. 342, 40 N.E. 974; Waugh v. Prince, 121 Me. 67, 115 A. 612, 614.

HONOR. To accept or pay (a negotiable instrument) when presented. To accept a bill of exchange, or to pay a note, check, or accepted bill, at maturity and according to its tenor. Peterson v. Hubbard, 28 Mich. 199; Clarke v. Cock, 4 East, 72; Lucas v.Groning, 7 Taunt. 168. .

PROMISE. A declaration which binds the person who makes it, either in honor, conscience, or law, to do or forbear a certain specific act, and which gives to the person to whom made a right to expect or claim the performance of some particular thing. Hoskins v. Black, 190 Ky. 98, 226 S.W. 384, 385. A declaration, verbal or written, made by one person to another for a good or valuable consideration, in the nature of a covenant by which the promisor binds himself to do or forbear some act, and gives to the proniisee a legal right to demand and enforce a fulfillment. Scott v. S. H. Kress & Co., Tex.Civ.App., 191 S.W. 714, 716. An express undertaking, or agreement to carry a purpose into effect. E. I. Du Pont De Nemours & Co. v. Claiborne-Reno Co., C.C.A.Iowa, 64 F.2d 224, 89 A.L.R. 238.

CONTRACT. A promissory agreement between two or more persons that creates, modifies, or destroys a legal relation. Buffalo Pressed Steel Co. v. Kirwan, 138 Md. 60, 113 A. 628, 630; Mexican Petroleum Corporation of Louisiana v. North German Lloyd, D.C.La., 17 F.2d 113, 114. An agreement between two or more parties, preliminary step in making of which is offer by one and acceptance by other, in which minds of parties meet and concur in understanding of terms. Lee v. Travelers' Ins. Co. of Hartford, Conn., 173 S.C. 185, 175 S.E. 429. A contract or agreement is either where a promise is made on one side and assented to on the other; or where two or more persons enter into engagement with each other by a promise on either side. 2 Steph.Comm. 54.

ALERT: SEVERE WEATHER CONDITIONS ACROSS THE U.S. MAY DELAY FINAL DELIVERY OF Y...

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

RE640617693US

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was picked up at the post office at 12:55 pm on February 14, 2024 in LYMAN, SC 29365.

Delivered

Delivered, Individual Picked Up at Post Office
LYMAN, SC 29365
February 14, 2024, 12:55 pm

Notice Left (No Authorized Recipient Available)
LYMAN, SC 29365
February 13, 2024, 1:40 pm

Out for Delivery
LYMAN, SC 29365
February 13, 2024, 7:13 am

Arrived at Post Office
LYMAN, SC 29365
February 13, 2024, 7:02 am

Arrived at USPS Regional Facility
GREENVILLE SC DISTRIBUTION CENTER
February 13, 2024, 2:27 am

Departed Post Office
SIMPSONVILLE, SC 29680
February 12, 2024, 4:57 pm

USPS in possession of item
SIMPSONVILLE, SC 29680
February 12, 2024, 1:13 pm

Hide Tracking History

What Do USPS Tracking Statuses Mean? **(https://faq.usps.com/s/article/Where-is-my-package)**

Text & Email Updates

Select what types of updates you'd like to receive and how. Send me a notification for:

Text	Email	
☐	☐	All Below Updates
☐	☐	Expected Delivery Updates ⓘ
☐	☐	Day of Delivery Updates ⓘ
☐	☐	Package Delivered ⓘ
☐	☐	Available for Pickup ⓘ
☐	☐	Delivery Exception Updates ⓘ
☐	☐	Package In-Transit Updates ⓘ

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

TRUTH B

roundcube
open source webmail software

Subject **We have Settlement in Principal**
From John Reckenbeil <john@johnreckenbeillaw.com>
To Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>, Keri Armstrong <keri@johnreckenbeillaw.com>
Date 2022-11-01 15:21

Sandy,

I think we have a settlement in the case. I think in my last email I made a typo. Back on Oct 5th I wrote you email with Plaintiff counsel own words inserted, that credit card was taken care of, and the Ms. Fisher's final offer was $74,000. Then What I did was I sent you an email on Oct 12th saying that "Ms. Fisher was stuck at $72,000", when It should have read "stuck at $74,000". So that's my fault on the type"o" ; it's not Fisher attempting to squeeze any more. But the amount would be $74,000.

I have reached out to a real estate attorney, he estimates the documents to get Fisher off the property deed and disassociate her from the Corporation should be about $350-$425. If you are doing a mortgage on property as a result of buying out Fisher, the real estate attorney may have to coordinate with the Bank to make sure our documents reflect everything properly. (I know enough that I'm no expert in real estate law).

I will be drawing up all the rest of the settlement documents (Release and stipulation of dismissal, which will include all that we discussed.

Please let me know if you have any questions.

John

John G. Reckenbeil, Esq.

LAW OFFICE OF JOHN G. RECKENBEIL, LLC

Physical Address:

114 Renaissance Circle

Mauldin, SC 29662

Mailing Address:

P.O. Box 314

Mauldin, SC 29662

Phone (864) 248-0436

Fax (864) 326-5940

Website: www.johnreckenbeillaw.com

Sandy

On 2023-10-06 11:07, Daniel Hughes wrote:

> Sandy,
>
> To recap our conversation, you are going to provide me proof of the funds you have available to purchase Mereinda's interest in the building as follows:
>
> - $40,000 in savings,
> - $4,000 in cash, and,
> - $0.00 balance on HELOC. Attached is the HELOC mortgage showing a credit limit of $35,000.00.
>
> Please provide to me by October 11, 2023.
>
> Thank you,
>
> Daniel

Daniel R. Hughes

Duggan & Hughes, LLC

457-B Pennsylvania Avenue (29650)

P.O. Box 449

Greer, SC 29652

(864) 334-2500 (main)

Contacts

Search...

Personal Addresses

Collected Recipients

Trusted Senders

From "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com> Edit identities

To

Add Cc | Add Bcc | Add Reply-To | Add Followup-To

Subject Fwd: Re: meeting today

B I U | Verdana | 10pt | A | •••

-------- Original Message --------

Subject: Re: meeting today
Date: 2023-11-29 15:07
From: "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com>
To: Daniel Hughes <dhughes@dugganhughes.com>

As soon as the lawyer can get a closing date.

On 2023-11-29 14:21, Daniel Hughes wrote:

> How soon can you close?
>
> Daniel R. Hughes
> Duggan & Hughes, LLC
> 457-B Pennsylvania Avenue (29650)
> P.O. Box 449
> Greer, SC 29652
> (864) 334-2500 (main)
> (864) 879-0149 (fax)

To » Cc » Bcc »

Send message | Cancel | Editor type HTML

RE: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discove...	Daniel Hughes	2024-02-24 09:26
Read: Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs ...	Daniel Hughes	2024-02-23 19:10
Delivered: Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaint...	postmaster@dugganhughes.co...	2024-02-23 18:39
Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discove...	Sandy Glenn, LM MBC	2024-02-23 18:38
Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discove...	Mereinda Fisher	2024-02-09 13:07
J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discovery r...	Tilda Burgess	2024-02-06 10:34
Re: meeting today	Sandy Glenn, LM MBC	2023-12-18 22:55
Re: meeting today	Daniel Hughes	2023-12-18 21:34
Re: meeting today	Sandy Glenn, LM MBC	2023-12-18 21:17

59 days

TRUTH C

From Sandy Glenn, LM MBC
To Daniel Hughes
Date 2023-12-14 21:17

I really don't have time to go to your office, but I'm happy to respond to email inquiries.

Thank you,

Sandy

On 2023-12-13 09:39, Daniel Hughes wrote:

> Could you come back in to see me so we can finalize a settlement agreement and contract to end this matter? Thanks.
>
> Daniel R. Hughes
> Duggan & Hughes, LLC
> 457-B Pennsylvania Avenue (29650)
> P.O. Box 449
> Greer, SC 29652
> (864) 334-2500 (main)

From Daniel Hughes

To Sandy Glenn, LM MBC

Date 2023-12-18 21:34

Sandy,

You cannot represent yourself in this case because the claims are against a corporate entity. That's a fact. It's not being rude. Call the SC bar if you need to verify my license. Carolina Birth Center LLC was dissolved 3.5 months ago. I'll be in touch. Daniel

Sent from my iPhone

Subject **Re: meeting today**
From Daniel Hughes
To Sandy Glenn, LM MBC
Date 2023-12-18 21:34

TRUTH D

Sandy,

You cannot represent yourself in this case because the claims are against a corporate entity. That's a fact. It's not being rude. Call the SC bar if you need to verify my license. Carolina Birth Center LLC was dissolved 3.5 months ago. I'll be in touch. Daniel

Sent from my iPhone

From Sandy Glenn, LM MBC

To Daniel Hughes

Date 2023-12-18 21:17

Negotiating on my behalf is practicing law, is it? Do you know what you're doing? Can I see your license (not a bar membership)?

Being rude to me isn't really helpful.

Ps- that LLC has been closed for years.

Subject **RE: meeting today**
From Daniel Hughes
To Sandy Glenn, LM MBC
Date 2023-12-18 15:21

Sandy,

It's a confidential agreement. Respectfully, Sandy, you are trying to practice law (which you cannot do on behalf of a LLC without a license to practice law) and you do not understand what you are doing.

Daniel R. Hughes
Duggan & Hughes, LLC
457-B Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652
(864) 334-2500 (main)
(864) 879-0149 (fax)
www.dugganhughes.com

NOTICE: This e-mail is confidential and may contain information which is legally privileged or otherwise exempt from disclosure. If you received this message in error, please delete this message from your device.

Subject **Re: meeting today**
From Sandy Glenn, LM MBC
To Daniel Hughes
Date 2023-12-18 14:48

Agreeing to sell the building and agreeing to a voluntary dismissal with prejudice is all that needs to be stated. I can not sign something that is detrimental to the business or makes it look like she was some kind of employee. I believe we can accomplish that is one page.

TRUTH E

From: Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
Sent: Monday, June 19, 2023 9:07 PM
To: Daniel Hughes <dhughes@dugganhughes.com>
Subject: Re: Fisher v Glenn

Mr Hughes,

You have been asked not to contact Mr. Reckenbeil regarding this case. He is not the attorney of record and my personal and business information should not be shared with him or his representatives.

I thank you for understanding.

Sandy

On 2023-06-09 10:16, Sandy Glenn, LM MBC wrote:

> Mr. Hughes,
>
> At your earliest convenience, could you please contact me with the progress of this case. I have been receiving conflicting information from Mr. Reckenbeil and have discovered that he never made an appearance as the attorney of record so you will be contacting me directly from here out.
>
> Thank you,
>
> Sandy
>
> 864-329-0010

166

RE: Fisher v Glenn	Daniel Hughes	2023-09-18 10:03	186 KB
RE: Case 2022CP2301799-J Mereind...	Coker, Lyndall	2023-06-20 08:24	10 KB
RE: Case 2022CP2301799-J Mereind...	Daniel Hughes	2023-06-20 08:19	13 KB
Read: Re: Fisher v Glenn	Daniel Hughes	2023-06-19 21:17	11 KB
Re: Fisher v Glenn	Sandy Glenn, LM MBC	2023-06-19 21:07	3 KB
Delivered: Fisher v Glenn	postmaster@dugganhughes.co...	2023-06-09 10:16	33 KB
Fisher v Glenn	Sandy Glenn, LM MBC	2023-06-09 10:16	2 KB

92 days

Contacts

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Trusted Senders

From "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com> Edit identities

To

Add Cc | Add Bcc | Add Reply-To | Add Followup-To

Subject Fwd: RE: Client Mereinda Fisher

B I U Times New R... 12pt A ...

-------- Original Message --------

Subject: RE: Client Mereinda Fisher
Date: 2022-04-01 08:39
From: "Daniel Hughes" <dhughes@dugganhughes.com>
To: "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com>

Sandy,

I need to hear from you or your attorney by the close of business today. Otherwise, we will have to move forward with legal action next week.

Daniel

Daniel R. Hughes
Duggan & Hughes, LLC
457-B Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652
(864) 334-2500 (main)

To » **Cc »** **Bcc »**

Send message Cancel **Editor type** HTML

Subject **Re: meeting today**
From Sandy Glenn, LM MBC
To Daniel Hughes
Date 2023-10-23 12:55

20231021_083256.jpg(~2.6 MB) 20231021_083216.jpg(~2.7 MB)

TRUTH G

Attached

On 2023-10-19 10:02, Sandy Glenn, LM MBC wrote:

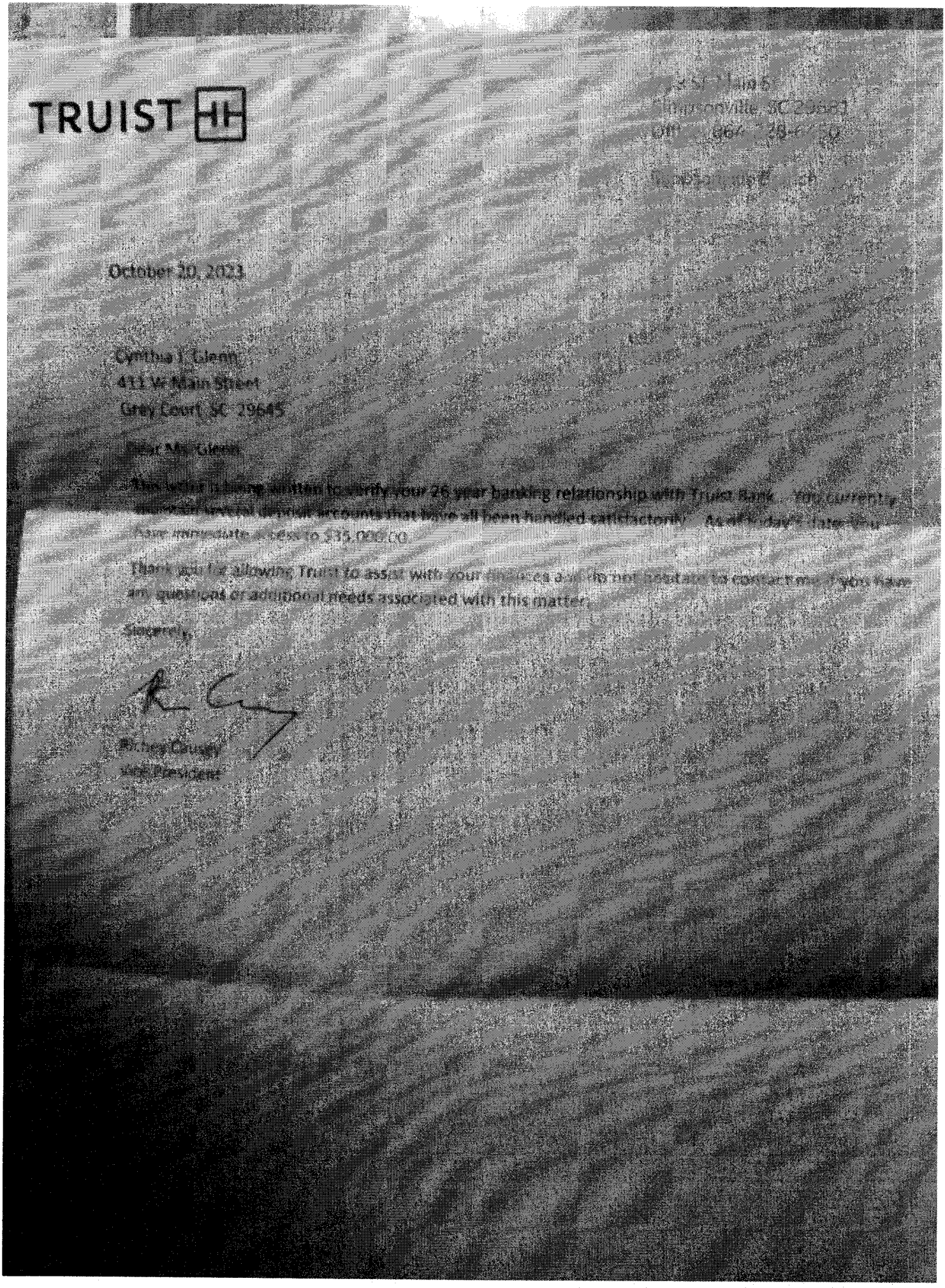
> I haven't heard back. I don't have a lot of time to drive to these banks so I need confirmation.

On 2023-10-07 07:49, Sandy Glenn, LM MBC wrote:

> I'm happy to do this as long as Mereinda is willing to move forward with the $74k as previously agreed upon.
>
> Thanks,
>
> Sandy

On 2023-10-06 11:07, Daniel Hughes wrote:

> Sandy,
>
> To recap our conversation, you are going to provide me proof of the funds you have available to purchase Mereinda's interest in the building as follows:
> - $40,000 in savings,
> - $4,000 in cash, and,
> - $0.00 balance on HELOC. Attached is the HELOC mortgage showing a credit limit of $35,000.00.



TRUIST

October 20, 2023

Cynthia F Glenn
433 W Main Street
Grey Court, SC 29645

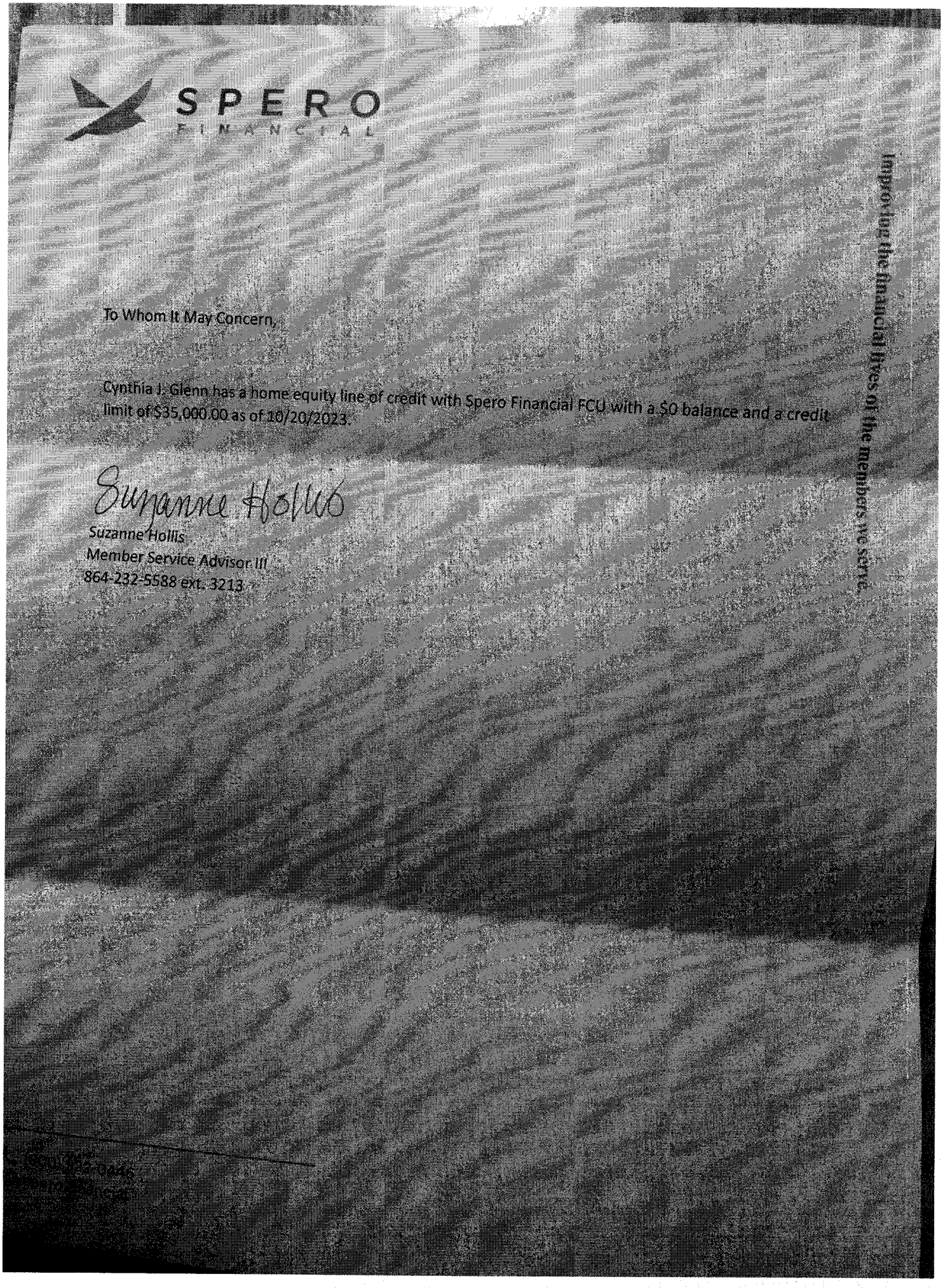
Dear Ms. Glenn

This letter is being written to verify your 26 year banking relationship with Truist Bank. You currently have personal checking accounts that have all been handled satisfactorily. As of today's date you have immediate access to $35,000.00.

Thank you for allowing Truist to assist with your financial needs. Please do not hesitate to contact me if you have any questions or additional needs associated with this matter.

Sincerely,

Richey Causey
Vice President


SPERO
FINANCIAL
Improving the financial lives of the members we serve.
To Whom It May Concern,
Cynthia J. Glenn has a home equity line of credit with Spero Financial FCU with a $0 balance and a credit limit of $35,000.00 as of 10/20/2023.
Suzanne Hollis
Suzanne Hollis
Member Service Advisor III
864-232-5588 ext. 3213

FROM: Cynthia-Jane: Glenn
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645-0087]

To: Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

April 21, 2024

Please find notice of lack of personal and subject matter jurisdiction and dismissal.

In good faith,

Cynthia-Jane: Glenn

Cynthia-Jane: Glenn

cc: Daniel Hughes, attorney of record for J. Mereinda Fisher.
A copy of 'Notice to the Court of Lack of Jurisdiction, Improper Filing & Dismissal in the form of an affidavit of truth was sent to Mr Hughes via postage paid USPS on 4/22/24.
457-B Pennsylvania Ave (29650) Cynthia-J: glenn w/o preg, 4/22/24
PO Box 449
Greer, SC 29652

May 3, 2024

'24 MAY 9 AM 9:01
Brice Garrett COC GVL SC

Cynthia-Jane: Glenn
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645-0087]
(Notice: this address cannot receive certified receipt mail without an attached signature card)

Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

SUBJECT: In regards to CAPTIONED case: "2022CP2301799-J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al"

This letter is to correct an error of the court.

I have received an email from the court with the subject "Motion "MCOMPL-Plt's/Motion to Compel" for Case "2022CP2301799-J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al" was added to a Motions Roster for 7/18/2024 at 9:30 AM "

I have received no service regarding any hearing.

The only case regarding these parties has long been resolved and any new filings would be outside of timelines.

The attorney of record states that the case is confidential and will not discuss it with me.

I do not reside in Greenville County, am not a US citizen and am not subject to this court.

Additionally, as a former representative of the dissolved LLC, Carolina Birth Center, neither I nor the corporation have been served.

Attached, please find Notice of Lack of Jurisdiction, Improper Filing and Dismissal (April 21, 2024) which contains unrebutted Testimony in the form of an Affidavit within the Conditional Acceptance and Property Closing (February 1, 2024); Notice of Rescission of Signature (February 11, 2024); Notice of Resolution (February 19, 2024) and additional email proof of offer and acceptance as well as Plaintiff's admission that Cynthia-J:Glenn is not the correct Plaintiff in this case. All of these documents should already be on record with the court.

In honor and truth,
Cynthia-J: Glenn
Without Prejudice

Cynthia-J

ENTERED COMPUTER

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF GREENVILLE	)	**2022-CP-23-**
J. Mereinda Fisher, individually, and as	)	
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
vs.	)	**NOTICE TO THE COURT OF**
Cynthia J. Glenn, individually, and as	)	**LACK OF JURISDICTION, IMPROPER FILING and**
Member of Fisher and Reid, LLC, and	)	**DISMISSAL**
Carolina Birth Center, LLC d/b/a Carolina	)	
Water Birth	)	
Defendants.	)	

I, Cynthia-Jane of the family Glenn, sui juris, in propria persona[1] now submit my testimony in the form of an Affidavit regarding notice of lack of personal and subject matter jurisdiction [2]and Dismissal.

Cynthia has not been contacted regarding a docket date, she has not agreed to toll the statute of limitations nor has she received a motion to restore per SC Rule 40(j). She is not a U.S. citizen, not a Greenville County resident and does not domicile therein.

THERE IS A LACK OF CONTROVERSY - Plaintiff has full knowledge that an offer and acceptance has been made prior to any filings of this case and another amended offer and acceptance on October 12, 2022 and reaffirmed on Oct 6, 2023 and November 29, 2023; therefore, no controversy exist. Without a controversy, the court lacks subject matter jurisdiction. These agreements are within the statement of truth and remain facts. Likewise, we cannot resort to an inferior remedy nor burden the court or fellow man[kind] when a resolution has occurred in the private.[3] [4] In South Carolina, jurisdiction, or the basic

[1] In pleading that pleas to the jurisdiction of the court must be plead in propria persona, because if pleaded by attorney they admit the jurisdiction, as an attorney is an officer of the court, and he is presumed to plead after having obtained leave, which admits the jurisdiction. Lawes, Pl. 91.

[2] Once jurisdiction is challenged, it must be proven. Basso v. Utah Power & Light Co . 395 F 2d 906, 910 (10thCir. 1974); Merritt v. Hunter, 170 F2d 739 (10th Cir. Kansas1948)

[3] A SUMMO REMEDIO AD INFERIOREM ACTIONEM NON HABETUR REGRESSUS, NEQUE AUXILIUM. From (after using) the highest remedy, there can be no recourse (going back) to an inferior action, nor assistance, (derived from it.) Fleta, lib. 6, c. 1, § 2. A maxim in the old law of real actions, when there were grades in the remedies given; the rule being that a party who brought a writ of right, which was the highest writ in the law, could not afterwards resort or descend to an inferior remedy. Bract. 112b; 3 Bl.Comm. 193, 194.

[4] SC Code of Laws SECTION 14-1-50. Common law of England continues in effect. All, and every part, of the common law of England, where it is not altered by the Code or inconsistent with the Constitution or laws of this State, is hereby continued in full force and effect in the same manner as before the adoption of this section.

authority of a judge to hear and exercise judgment of a matter, is based upon three considerations: territorial jurisdiction, subject matter jurisdiction, and the amount in controversy (Magistrate Law in Civil Actions 1. Jurisdiction). Controversy or dispute must exist in order for jurisdiction to exist (*Where...there is no controversy, no dispute, and therefore no case... Keith v. Levi, C.C.Mo., 2 F. 745; Ft. Pitt Gas Co. v. Borough of Sewickley, 198 Pa. 201, 47 A. 957.*)

On February 12, 2024, Cynthia-Jane presents payment and fulfills contracts to Fisher (see TRUTH A). She acts in honor, good faith and fair dealings and has acted upon the offer and acceptance and has thereby canceling all debt and obligation to Fisher. Truth is sovereign (Exodus 20:16; Ps. 117:2).[5]

As recently as November 29, 2023, Plaintiff inquires about a potential closing date for the sale of the building (see TRUTH B). This is additional proof that the case is without controversy.

THIS CASE IS ABANDONED. The case was filed in March 2021 and is abandoned, in entirety, because there is an agreement in place and time limits have expired.

Plaintiff makes no attempt at mediation as is required within 300 days of filing and does not preserve the case or the limitations.

Plaintiff continues to represent to Cynthia-Jane that the agreement to sell the property and withdraw the complaint with prejudice is acceptable. Plaintiff requests proof of funds and they are produced via emails and signature from banking institutions (see TRUTH G). Plaintiff continues to contact Cynthia-Jane regarding closing dates and Cynthia-Jane has even supplied funds to the agreed upon closing attorney (see TRUTH A).

Cynthia now discovers but does not understand why attorney for plaintiff has sent an email to the court notifying them that negotiations have failed. These claims are without merit.

THERE ARE NO TRUE DEFENDANTS IN THIS CASE. The attorney of record for Plaintiff files this case with full knowledge that this case is without merit or jurisdiction, that offer and acceptance occurs prior to case filing and there are no true defendants:

> Carolina Water Birth is a fiction. I am unaware of any such organization and it is not the d/b/a for Carolina Birth Center LLC; therefore, there is no such defendant as Carolina Birth Center LLC d/b/a Carolina Water Birth.
>
> Additionally, even without the d/b/a entitled Carolina Water Birth; Carolina Birth Center LLC also does not exist now or during any context of this case:
>
> > Carolina Birth Center, LLC ceases to function on May 22, 2021 when the last baby is born in the former Simpsonville location. Carolina Birth Center continues business on

---

HISTORY: 1962 Code Section 1-19; 1972 (57) 2775.

[5] TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12). An affidavit is your solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and stated, "this is true, correct, complete and not meant to mislead." AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet. 1:25; Heb. 6:13-15;) Claims made in your affidavit, if not rebutted, emerge as the truth of the matter.

December 22, 2021 in its current location as a private membership association (PMA). After a time of public notice, Carolina Birth Center, LLC is officially terminated.

Fisher and Reid, LLC cannot be both a Plaintiff and a Defendant[6] and the Plaintiff's attorney cannot represent both sides. Plaintiff is creating a disqualifying conflict of interest without the consent from all parties.

"Cynthia J. Glenn," as captioned, is a different person/entity/corporation than Cynthia-Jane, see section "THERE IS NO PERSONAL JURISDICTION."

THERE IS NO PROPER SERVICE FOR THIS CASE. Service has not been established for a legal person or corporate entity known as Cynthia J. Glenn. Nor is service established for Carolina Birth Center, LLC or Fisher and Reid LLC. Service has only occurred to the living woman, Cynthia-Jane, and she is not the intended Defendant in this case (see section PERSONAL JURISDICTION AND IMPROPER COURT).

COMMUNICATION IS ONGOING. Attorney of Record for Plaintiff, refuses to update Cynthia-Jane or discuss the case for many months at a time. He takes a break in communication to falsely notify the court that there had been a breakdown in negotiations when he is well aware that a contractual agreement is accepted. Over the last few months, the attorney of record only speaks with Cynthia-Jane if she agrees to drive over an hour to meet personally in his office. Because it is not possible for Cynthia-Jane to travel to his office, he is again ceasing communication (see TRUTH C, E).

In the accepted offer, Plaintiff agrees to sell the property and voluntarily withdraw the complaint with prejudice, yet the attorney accuses Cynthia-Jane of "practicing law without a license" when she attempts to move forward with closing arrangements and he then ceases productive communication (see TRUTH C, D).

DEFENDANT REVOKES HER SIGNATURES. Without knowledge or understanding and under duress from failures of a hired consultant attorney, Cynthia-Jane improperly filed an Answer and Motions in this case. Now having a better understanding of parties, jurisdiction and consent; she has revoked signatures and consent for jurisdiction. Being a non-citizen and non-corporation, Cynthia-Jane is entitled to equal standing in court to prevent bias and prejudice. Jurisdiction can be challenged at any time.[7]

THERE IS NO PERSONAL JURISDICTION. I am Cynthia-Jane, a human, living woman and not a legal or artificial person, individual[8], entity or corporation.

Although Cynthia-Jane originally believed she was one of the Defendant of record, counsel for Plaintiff repeatedly refuses to speak with her or return her emails for many months at a time (see TRUTH C, E), claiming that he does not have to speak with her because she is not an attorney, claiming that the

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[6] Bryan v. Kales, (1892), 3 Ariz. 423, the court said that the presence of adversary parties was so fundamental that if it appeared that the plaintiff was suing personally in a suit against himself as administrator, any judgment entered would be "utterly void."

[7] Once challenged, jurisdiction cannot be 'assumed,' it must be proved to exist!

[8] INDIVIDUAL. As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons. State v. Bell Telephone Co., 36 Ohio St. 310, 38 Am.Rep. 583.

settlement is confidential and accusing her of practicing law without a license (see TRUTH D). Since living humans are entitled to speak sui juris, the attorney of record's refusal to speak to Cynthia-Jane along with his accusation that she is practicing law without a license are his own admission that this case is against a legal individual or corporation entitled CYNTHIA J. GLENN. On December 18, 2023, Plaintiff's attorney Daniel Hughes states, "You cannot represent yourself in this case because the claims are against a corporate entity" (see TRUTH D).

In the December 18th statement, Hughes clarifies that the case is entirely against a corporate entity. Since it is established that Cynthia-Jane is a living woman, she therefore cannot be a defendant in this case.

THIS CASE IS NOT FILED IN THE CORRECT COURT. If Plaintiff wishes to properly file a case against Cynthia-Jane, a non-citizen, such filings can only be claimed in an Article III Court which provides for Diversity of Citizenship, controversy against non-US citizens (Equality before the law[9]). Since Plaintiff alleges that the amount of suit is greater than $75,000, qualification is established.

Born in South Carolina to the parents of non-U.S. Citizens, the status of Cynthia-Jane is that of a state national, denizen[10] or sojourn[11]. Cynthia-Jane is neither resident nor citizen. Being a living woman, she is protected by the Fifth Amendment to the Constitution against self-incrimination, guaranteed a set of basic inalienable rights, including life, liberty, and the pursuit of happiness and she has committed no crime[12]. Cynthia-Jane has voided all known contracts as a U.S. citizen including residency, voter's registration and driver's license. She has noticed the correction of status in the public record. She is neither a U.S. Citizen nor a Municipal citizen; not a dependent of any District or Agency Personnel or employee or citizen of any Federal Corporation; not a slave, criminal, pauper, bankrupt person or Felon. Cynthia-Jane is not a Bar Attorney or Lawyer, not a public trust nor representing a public trust, does not use the name "DEFENDANT" or "CYNTHIA JANE GLENN" and does not wave her birthright estate/Estate.

WHEREAS; the court is without Subject Matter or Personal Jurisdiction, service has not been accomplished, the case is abandoned and no controversy exist upon which the court can rule; the court cannot hear these claims without the consent of this affiant, which she is denying;

THEREFORE, the case is dismissed.

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[9] EQUAL PROTECTION. The fourteenth amendment provides that "no State shall make or enforce any law which shall deny person within its jurisdiction the equal protection of the law." Equal protection means that the government must treat similarly situated individuals in the same manner.

[10] DENIZEN In American law. A dweller; a stranger admitted to certain rights in a foreign country or as one who lives habitually in a country but is not a native born citizen; one holding a middle state between an alien and a natural born subject. United States ex rel. Zdunic v. Uhl, D.C. N.Y., 46 F.Supp. 688, 691. The word is also used in this sense in South Carolina. See McClenaghan v. McClenaghan, 1 Strob.Eq., S.C., 319, 47 Am. Dec. 532.

[11] SOJOURNING. This term means something more than "traveling," and applies to a temporary, as contradistinguished from a permanent, residence. Henry v. Ball, 1 Wheat. 5, 4 L.Ed. 21; In re Gahn's Will, 110 Misc. 96, 180 N.Y.S. 262, 266

[12] Personal liberty allows affiant to live in pursuit of happiness provided there is no harm/injury to another living man or woman. The Affiant's personal liberty protects him from being forced to appear and unwittingly give implied consent to contract with any state agency.

Sworn as the truth and the whole truth,

Cynthia-Jane: Glenn, ben. 4/22/24

Cynthia-Jane: Glenn, ben., Without Prejudice
Without the STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this date: April 22, 2024
Greenville County, SOUTH CAROLINA.

Notary Public My Commission Expires: 05/05/2024

Second Witness: Isaiah Glenn 4/21/24

Any use by me of a corporate notary public is for identification purpose only and confers no subject matter or personal jurisdiction on anyone.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL,

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

FROM: Cynthia-Jane: Glenn
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645-0087]

To: Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

April 21, 2024

Please find notice of lack of personal and subject matter jurisdiction and dismissal.

In good faith,

Cynthia-Jane: Glenn

Cynthia-Jane: Glenn

cc: Daniel Hughes, attorney of record for J. Mereinda Fisher,
A copy of 'Notice to the Court of Lack of Jurisdiction, Improper Filing & Dismissal in the form of an affidavit of truth was sent to Mr Hughes via postage paid USPS on 4/22/24.
457-B Pennsylvania Ave (29650) Cynthia-J: glenn w/o prej, 4/22/24
PO Box 449
Greer, SC 29652

February 1, 2024

Notice to agent is notice to principal, notice to principal is notice to agent.

Conditional Acceptance and Property Closing

From: Cynthia-Jane: Glenn
ICO 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: J. Mereinda Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com
~~Certified mail~~, return receipt requested # Registered Mail

With Completion of Service and designation of Witnesses To:

1. Merrick E Garland, United States Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001
Certified mail, return receipt requested # 9589 0710 5270 0784 0168 98

3. Chris Cogdill
Cogdill Law Firm
1318 Haywood Road, Bldg E
Greenville SC 29615
Certified mail, return receipt requested # 9589 0710 5270 0784 0168 81

REGARDING: Agreement of the sell portions of property owned by J. Mereinda Fisher ("Fisher") at 111 Commons Way, Greenville South Carolina (Tax Map # 0237040100900); hereafter termed "Property" currently jointly owned by Fisher and Cynthia-Jane:Glenn ("Glenn").

No dispute is current or active involving your offer and acceptance is contingent on the conditions in this affidavit. Cynthia-Jane: Glenn does not wish to abandon previous agreements and hereby proceeds with honor and good faith by submitting payment to finalize the purchase.

Be It Known: The Conditional Acceptance to your offer establishes a Common Law- Contract between us and also under the Postal rule.[1]

Section A – Fact and Events:

1. J. Mereinda Fisher and Cynthia-Jane: Glenn purchased Property at 111 Commons way in June 2021 each contributing $70,000.00 and half of closing cost.

2. Fisher was the representative for Fisher-Reid, LLC; a corporation created to for the purpose of maintaining the building and any future for-profit ventures; "Fisher" and "Reid" being the maiden names of Cynthia-Jane: Glenn and J. Mereinda Fisher, this LLC was maintained by both Fisher and Glenn.

3. Cynthia-Jane: Glenn was the sole owner of Carolina Birth Center (CBC), a birth center licensed by The Department of Health since 2005. Fisher and Reid each maintained their own separate home birth practices.

4. CBC leased the Property from Fisher-Reid, LLC and Mereinda Fisher contracted with CBC for her professionally licensed services. Since CBC could not function as a birth center while awaiting an inspection from the Department of Health, Fisher used her professional license to assist Glenn with home births.

5. Fisher and Reid, LLC began improvements on the Property in preparation for use by the new tenant.

6. In January, 2022, Fisher began expressing that she was unsure of her level of commitment about being a full time contractor at CBC. In a phone conversation on March 6, 2022 Fisher offered three times to "i promise I will sell you the property for exactly what I put in to it." Glenn accepted the offer by agreeing to pay Fisher $80,000 which she estimated was Fisher's investment minus the prepayment to Fisher for services she did not render.

7. In March 2022, Glenn was served SUMMONS and COMPLAINT Fisher v. Glenn et al 2022CP2301799. Glenn hired a consulting attorney to negotiate and Glenn proceeded to do a full accounting of funds exchanged during the short joint venture of the participants. Glenn was able to verify that Fisher's actual investment minus prepayment for services not rendered was $62,191.00 and that Fisher was paid 47,260 over the six months in which she functioned as a subcontractor.

8. On October 05, 2022 Fisher offered to voluntarily dismiss Fisher v. Glenn et al 2022CP2301799 with prejudice and to sell her portion of the building for $74,000. Glenn accepted the offer and it was decided that the Cogdill Law Firm should be used for the closing of the sale because they were the closing attorneys for the original purchase.

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[1] "The postal rule (also known as the mailbox rule or "deposited acceptance rule") is a term of common law-contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The mailbox rule is an exception to the general principle. The mailbox rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. One rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeror. The main effect of the mailbox rule is that the risk of acceptance being delivered late or lost in the post is placed upon the offeree. If the offeror is reluctant to accept the risk, he can always require actual receipt before being legally bound."

9. On October 6, 2023, Glenn met personally with Daniel Hughes, attorney of record for Fisher. At this meeting Hughes confirmed that Fisher had agreed to the sale her of her portion of the Property for $74, 000 and the conditions of voluntary dismissal with prejudice. Hughes requested a timeline for funds available and was informed that closing could happen immediately. It was explained that the funds were immediately available via $35,000 HELOC, $35,000 personal savings and $4,000 cash. Hughes demanded proof thereof which was provided on October 23, 2023 by letters of confirmation from Truist and Spero financial institutions. On November 29, 2023 Hughes again asked when closing could occur and Glenn again verified that she was willing to proceed as soon as Cogdill Law Firm had an opening.

10. Since Fisher's departure in March 2022, Glenn has exercised dominion and remains in possession of the Property as evidenced by paying of all expenses associated with the Property including improvements, maintenance, insurance, property management fees and taxes without the assistance of Fisher or Fisher and Reid, LLC. Fisher has completely abandoned all responsibility associated with the property.

11. Glenn has previously paid Fisher cash as prepaid for rent on the property for 2021, paid by check for the year 2022 and applied a credit towards on her 1099 for rent in 2023. Glenn is including payment for the settlement of the lease for the dates 1/1/2024-1/1/2027.

Section B – Fulfillment of Agreement

Per the agreement between Glenn and Fisher and the contract created by this registered signature, a payment in the amount of $74,000.00 is being sent to Cogdill Law Firm via indorsed 1099-A which can be processed with forms 1099-OID, 1096, 1040V accordingly and filed with the United States Treasury OR Cogdill Law Firm may return the 1099-A to Glenn after a closing date is set and request a replacement payment from Glenn in the form of a cashier's checks or money order.

An additional cashier's check is being sent to Fisher-Reid LLC to cover rent for the remainder of rental agreement.

At the time of closing, Fisher and Glenn shall each pay half of closing attorney fees for standard closing services lawfully required by the State of South Carolina. The fees and costs related to the Closing shall include a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property. At that time, Fisher shall also present Glenn with an original clerk-of-court, time-stamped and notarized affidavit of voluntary dismissal and consent letter to dismiss all accusations with prejudice.

If given a one week notice, Glenn is usually available on Monday, Thursday or Friday for closing procedures and can be contacted directly by email or telephone.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

All correspondence sent back must be from a notarized affidavit of truth by an individual human swearing under oath the truth and accuracy of each point.

As this matter is outstanding, FAILURE TO RESPOND WILL CONSTITUTE AQUIESCENCE at which time Glenn may place a claim of ownership, right and title and/or claim of lien[2] upon Fisher or any of her properties until such time as the terms of this agreement are fulfilled.

Section C – Limitations of Time

From the point of signature of receipt of this Conditional Acceptance, as per the postal code listed above, all matters in this contract must be addressed and fully dispatched within 60 days, otherwise this matter will be considered settled.[3]

Closing procedures may be rescheduled for conflicts up to 21 days after the expiration of Limitations of Time in Section C provided that an initial closing date has been scheduled prior to the expiration of limitations described in Section C.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

Avouchment

I, Cynthia-Jane: Glenn, do hereby avow that based upon my firsthand knowledge and information relayed to me from research, this Conditional Acceptance, is true, accurate and correct to the best of my knowledge, information and belief and conveys the conditions set forth as intended by me.

Cynthia-Jane: Glenn, ben without prejudice, Date: 2/11/24

Cynthia-Jane: Glenn

Sworn before me, Linda Fowler,

this 12 day of February, 2024.

In the state of South Carolina. My commission expires 2-15-2027.

[seal]

LINDA FOWLER NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES FEB. 15, 2027

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[2] Sniadach v. Family Finance Corp., 395 U.S. 337 (1969) *"The ability to place a lien upon a man's property such as to temporarily deprive him of its beneficial use without any judicial determination of probable cause dates back not only to medieval England, but also to Roman times."*

[3] UCC § 3-603. TENDER OF PAYMENT (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract. (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

Section D – Definitions:

ACQUIESCENCE. Acquiescence from which assent: may be reasonably inferred. Frank v. Wilson & Co., 24 Del.Ch. 237, 9 A.2d 82, 86. Equivalent to assent inferred from silence with knowledge or from encouragement and presupposes knowledge and assent. Andrew v. Rivers, 207 Iowa 343, 223 N.W. 102, 105. Failure to make any objections. Scott v. Jackson, 89 Cal. 258, 26 P. 898. Submission to an act of which one had knowledge. See Pence v. Langdon, 99 U.S. 578, 25 L.Ed. 420. Knowledge without objection. Indiana Harbor Belt R. Co. v. Jones, 220 Ind. 139, 41 N.E.2d 361, 363. It arises where a person who knows that he is entitled to impeach a transaction or enforce a right neglects to do so for such a length of time that, under the circumstances of the case, the other party may fairly infer that he has waived or abandoned his right. Norfolk & W. R. Co. v. Perdue, 40 W.Va. 442, 21 S.E. 755. Acquiescence and laches are cognate but not equivalent terms. The former is a submission to, or resting satisfied with, an existing state of things, while laches implies a neglect to do that which the party ought to do for his own benefit or protection. Hence laches may be evidence of acquiescence. Laches imports a merely passive assent, while acquiescence implies active assent. In re Wilbur's Estate, 334 Pa. 45, 5 A.2d 325, 331. "Acquiescence" is synonymous with "abandonment" ; Sclawr v. City of St. Paul, 132 Minn. 238, 156 N.W. 283, 284, and is distinguished from "admission" ; Saunders v. BuschEverett Co., 138 La. 1049, 71 So. 153, 154;

OFFER. An act on the part of one person whereby he gives to another the legal power of creating the obligation called contract. In re Larney's Estate, 148 Misc. 871, 266 N.Y.S. 564. An offer, as an element of a contract, is a proposal to make a contract. It must be made by the person who is to make the promise, and it must be made to the person to whom the promise is made. It may be made either by words or by signs, either orally or in writing, and either personally or by a messenger; but in whatever way it is made, it is not in law an offer until it comes to the knowledge of the person to whom it is made; Langd.Contr. 151; 6 H.L.Cas. 112. See Sunburst Oil & Gas Co, v. Neville, 79 Mont. 550, 257 P. 1016, 1019.

ACCEPT. Admit and agree to; accede to or consent to; receive with approval; adopt; agree to. Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482, 483. Street committee's and city engineer's reports. City of Morehead v. Blair, 243 Ky. 84, 47 S.W.2d 741, 742. Means something more than to receive, meaning to adopt, to agree to carry out provisions.

ACCEPTANCE. The act of a person to whom a thing is offered or tendered by another, whereby he receives the thing with the intention of retaining it, such intention being evidenced by a sufficient act. JEtna Inv. Corporation v. Chandler Landscape & Floral Co., 227 Mo.App. 17, 50 S.W.2d 195, 197. The exercise of power conferred by an offer by performance of some act. In re Larney's Estate, 266 N.Y.S. 564, 148 Misc. 871. A "conditional acceptance" is in effect a statement that the offeree is willing to enter into a bargain differing in some respects from that proposed in the original offer. The conditional acceptance is, therefore, itself a counter offer. Hoskins v. Michener, 33 Idaho, 681, 197 P. 724. Morris F. Fox & Co. v. Lisman, 208 Wis. 1, 237 N.W. 267, 271. Worley v. Holding Corporation, 348 Ill. 420, 181 N.E. 307, 309.

AGREEMENT. In law a concord of understanding and intention between two or more parties with respect to the effect upon their relative rights and duties, of certain past or future facts or performances; the consent of two or more persons concurring respecting the transmission of some property, right, or benefits, with the view of contracting an obligation, a mutual obligation. Bac.Abr.; 'Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482. A compact between parties who are thereby subjected to the obligation or to whom the contemplated right is thereby secured. People v. Mills, 160 Misc. 730, 290 N.Y.S. 48, 52.

BAD FAITH. The opposite of "good faith," generally implying or involving actual or constructive fraud, or a design to mislead or deceive another, or a neglect or refusal to fulfill some duty or some contractual obligation, not prompted by an honest mistake as to one's rights or duties, but by some interested or sinister motive. State v. Grif fin, 100 S.C. 331, 84 S.E. 876, 877; Penn Mut. L. Ins. Co. v. Mechanics' Savings Bank & Trust Co., C.C.A.Tenn., 73 F. 653, 19 C.C.A. 316, 38 L.R.A. 33, 70; Spiegel v. Beacon Participations, 297 Mass. 398, 8 N.E.2d 895, 907

LIEN. obligation, tie, duty or claim annexed to or attaching upon property by the common law, equity, contract or statute, without satisfying which such property cannot be lawfully demanded by another, Landis Mach. Co. v. Omaha Merchants Transfer Co., 142 Neb. 389, 9 N.W.2d 198, 203; right to enforce charge upon property of another for payment or satisfaction of debt or claim, Vaughan v. John Hancock Mut. Life Ins. Co., Tex.Civ.App., 61 S.W.24 189, 190; Day v. Ostergard, 146 Pa.Super. 27, 21 A.2d 586, 588. Right to retain property for payment of debt or demand, Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1006; Huie v. Soo Hoo, 132 Cal.App.Supp., 787, 22 P.2d 808. Security for a debt, duty or other obligation, Hurley v. Boston R. Holding Co., 315 Mass. 591, 54 N.E.2d 183, 193; A "lien" is not a property in or right to the thing itself, but constitutes a charge or security thereon. Koenig v. Leppert-Roos Fur Co., Mo.App., 260 S.W. 756, 758; Steagall-Cheairs Fertilizer Co. v. Bethume Mule Co., 181 Ala. 250, 61 So. 274, 275; Powers v. Fidelity & Deposit Co. of Maryland, 180 S.C. 501, 186 S.E. 523, 530.

Claim of Lien: LIEN. right to enforce charge upon property of another for payment or satisfaction of debt or claim, Vaughan v. John Hancock Mut. Life Ins. Co., Tex.Civ.App., 61 S.W.24 189, 190; Day v. Ostergard, 146 Pa.Super. 27, 21 A.2d 586, 588. Right to retain property for payment of debt or demand, Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1006; Huie v. Soo Hoo, 132 Cal.App.Supp., 787, 22 P.2d 808. Security for a debt, duty or other obligation, Hurley v. Boston R. Holding Co., 315 Mass. 591, 54 N.E.2d 183, 193;

CLAIM OF OWNERSHIP, RIGHT AND TITLE. As regards adverse possession, claim of land as one's own to hold it for oneself. Peters v. Gillund, Tex.Civ.App., 186 S.W.2d 1019, 1020. Claim of right, claim of title and claim of ownership are synonymous. Ewing v. Tanner, 193 S.E. 243, 247, 184 Ga. 773; City of Rock Springs v. Sturm, 39 Wyo. 494, 273 P. 908, 911.

EXERCISED DOMINION. Open acts and conduct relative to land as evidence claim of the right of absolute possession, use, and ownership. Whelan v. Henderson, Tex.Civ.App., 137 S.W.2d 150, 153 150, 153 DOMINION. Ownership, or right to property or perfect or complete property or ownership. Whelan v. Henderson, Tex.Civ.App., 137 S.W 2d 150, 153. Title to an article of property which arises from the power of disposition and the right of claiming it. Baker v. Westcott, 73 Tex. 129, 11 S.W. 157, 8 East, 579. See, also, State v. Johnson, 34 S.D. 601, 149 N.W. 730, 734.

ABANDON. To desert, surrender, forsake, or cede. To relinquish or give up with intent of never again resuming one's right or interest. Burroughs v. Pacific Telephone & Telegraph Co., 220 P. 152, 155, 109 Or. 404. To give up or to cease to use. Southern Ry. Co. v. Commonwealth, 105 S.E. 65, 67, 128 Va. 176. To give up absolutely; to forsake entirely; to renounce utterly; to relinquish all connection with or concern in; to

desert. Commonwealth v. Louisville & N. R. Co., 258 S.W. 101, 102, 201 Ky. 670. It includes the intention, and also the external act by which it is carried into effect.

ABANDONMENT. The surrender, relinquishment, disclaimer, or cession of property or of rights. Stephens v. Mansfield, 11 Cal. 363 (land); Munsey v. Marnet Oil & Gas Co. (Tex.Civ.App.) 199 S.W. 686, 689 (oil lease); Shepard v. Alden, 201 N.W. 537, 539, 161 Minn. 135, 39 A.L.R. 1094 (bowling alleys); Union Grain & Elevator Co. v. McCammon Ditch Co., 240 P. 443, 445, 41 Idaho 216 (water rights).

GOOD FAITH. Honesty of intention, and freedom from knowledge of circumstances which ought to put the holder upon inquiry. Siano v. Helvering, D.C.N.J., 13 F.Supp. 776, 780. An honest intention to abstain from taking any unconscientious advantage of another, even through technicalities of law, together with absence of all information, notice, or benefit or belief of facts which render transaction unconscientious. Warfield Natural Gas Co. v. Allen, 248 Ky. 646, 59 S. W.2d 534, 91 A.L.R. 890; Crouch v. First Nat. Bank, 156 Ill. 342, 40 N.E. 974; Waugh v. Prince, 121 Me. 67, 115 A. 612, 614.

HONOR. To accept or pay (a negotiable instrument) when presented. To accept a bill of exchange, or to pay a note, check, or accepted bill, at maturity and according to its tenor. Peterson v. Hubbard, 28 Mich. 199; Clarke v. Cock, 4 East, 72; Lucas v.Groning, 7 Taunt. 168. .

PROMISE. A declaration which binds the person who makes it, either in honor, conscience, or law, to do or forbear a certain specific act, and which gives to the person to whom made a right to expect or claim the performance of some particular thing. Hoskins v. Black, 190 Ky. 98, 226 S.W. 384, 385. A declaration, verbal or written, made by one person to another for a good or valuable consideration, in the nature of a covenant by which the promisor binds himself to do or forbear some act, and gives to the promisee a legal right to demand and enforce a fulfillment. Scott v. S. H. Kress & Co., Tex.Civ.App., 191 S.W. 714, 716. An express undertaking, or agreement to carry a purpose into effect. E. I. Du Pont De Nemours & Co. v. Claiborne-Reno Co., C.C.A.Iowa, 64 F.2d 224, 89 A.L.R. 238.

CONTRACT. A promissory agreement between two or more persons that creates, modifies, or destroys a legal relation. Buffalo Pressed Steel Co. v. Kirwan, 138 Md. 60, 113 A. 628, 630; Mexican Petroleum Corporation of Louisiana v. North German Lloyd, D.C.La., 17 F.2d 113, 114. An agreement between two or more parties, preliminary step in making of which is offer by one and acceptance by other, in which minds of parties meet and concur in understanding of terms. Lee v. Travelers' Ins. Co. of Hartford, Conn., 173 S.C. 185, 175 S.E. 429. A contract or agreement is either where a promise is made on one side and assented to on the other; or where two or more persons enter into engagement with each other by a promise on either side. 2 Steph.Comm. 54.

February 1, 2024

From: Cynthia-Jane: Glenn
ICO 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: Janet-Mereinda: Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com

Dear Mrs. Fisher,

Per our agreement, I am preparing to finalize the purchase of your portion of the property located at 111 Commons Way, Greenville South Carolina.

Despite many delays in the paperwork process, I have continued to possess and maintain all fees and cost associated with the property. Enclosed please find details of the closing.

Thank you,

Cynthia-Jane: glenn

Cynthia-Jane: Glenn

ALERT: SEVERE WEATHER CONDITIONS ACROSS THE U.S. MAY DELAY FINAL DELIVERY OF Y...

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Latest Update

Your item was picked up at the post office at 12:55 pm on February 14, 2024 in LYMAN, SC 29365.

Delivered
Delivered, Individual Picked Up at Post Office
LYMAN, SC 29365
February 14, 2024, 12:55 pm

Notice Left (No Authorized Recipient Available)
LYMAN, SC 29365
February 13, 2024, 1:40 pm

Out for Delivery
LYMAN, SC 29365
February 13, 2024, 7:13 am

Arrived at Post Office
LYMAN, SC 29365
February 13, 2024, 7:02 am

Arrived at USPS Regional Facility
GREENVILLE SC DISTRIBUTION CENTER
February 13, 2024, 2:27 am

Departed Post Office
SIMPSONVILLE, SC 29680
February 12, 2024, 4:57 pm

USPS in possession of item

SIMPSONVILLE, SC 29680
February 12, 2024, 1:13 pm

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What Do USPS Tracking Statuses Mean? **(https://faq.usps.com/s/article/Where-is-my-package)**

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Select what types of updates you'd like to receive and how. Send me a notification for:

Text	Email	
☐	☐	All Below Updates
☐	☐	Expected Delivery Updates ⓘ
☐	☐	Day of Delivery Updates ⓘ
☐	☐	Package Delivered ⓘ
☐	☐	Available for Pickup ⓘ
☐	☐	Delivery Exception Updates ⓘ
☐	☐	Package In-Transit Updates ⓘ

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

From: Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
Sent: Monday, June 19, 2023 9:07 PM
To: Daniel Hughes <dhughes@dugganhughes.com>
Subject: Re: Fisher v Glenn

Mr Hughes,

You have been asked not to contact Mr. Reckenbeil regarding this case. He is not the attorney of record and my personal and business information should not be shared with him or his representatives.

I thank you for understanding.

Sandy

On 2023-06-09 10:16, Sandy Glenn, LM MBC wrote:

> Mr. Hughes,
>
> At your earliest convenience, could you please contact me with the progress of this case. I have been receiving conflicting information from Mr. Reckenbeil and have discovered that he never made an appearance as the attorney of record so you will be contacting me directly from here out.
>
> Thank you,
>
> Sandy
>
> 864-329-0010

RE: Fisher v Glenn	Daniel Hughes	2023-09-18 10:03	186 KB
RE: Case 2022CP2301799-J Mereind...	Coker, Lyndall	2023-06-20 08:24	10 KB
RE: Case 2022CP2301799-J Mereind...	Daniel Hughes	2023-06-20 08:19	13 KB
Read: Re: Fisher v Glenn	Daniel Hughes	2023-06-19 21:17	11 KB
Re: Fisher v Glenn	Sandy Glenn, LM MBC	2023-06-19 21:07	3 KB
Delivered: Fisher v Glenn	postmaster@dugganhughes.co...	2023-06-09 10:16	33 KB
Fisher v Glenn	Sandy Glenn, LM MBC	2023-06-09 10:16	2 KB

92 days

Contacts

Search...

Personal Addresses

Collected Recipients

Trusted Senders

From "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com> Edit identities

To

Add Cc | Add Bcc | Add Reply-To | Add Followup-To

Subject Fwd: RE: Client Mereinda Fisher

B I U Times New R... 12pt

-------- Original Message --------

Subject: RE: Client Mereinda Fisher
Date: 2022-04-01 08:39
From: "Daniel Hughes" <dhughes@dugganhughes.com>
To: "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com>

Sandy,

I need to hear from you or your attorney by the close of business today. Otherwise, we will have to move forward with legal action next week.

Daniel

Daniel R. Hughes
Duggan & Hughes, LLC
457-B Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652
(864) 334-2500 (main)

To » Cc » Bcc »

Send message Cancel

Editor type HTML

Subject: Re: meeting today
From: Sandy Glenn, LM MBC
To: Daniel Hughes
Date: 2023-10-23 12:55

20231021_083256.jpg(~2.6 MB) 20231021_083216.jpg(~2.7 MB)

TRUTH 6

Attached

On 2023-10-19 10:02, Sandy Glenn, LM MBC wrote:

> I haven't heard back. I don't have a lot of time to drive to these banks so I need confirmation.
>
> On 2023-10-07 07:49, Sandy Glenn, LM MBC wrote:
>
> > I'm happy to do this as long as Mereinda is willing to move forward with the $74k as previously agreed upon.
> >
> > Thanks,
> >
> > Sandy
> >
> > On 2023-10-06 11:07, Daniel Hughes wrote:
> >
> > > Sandy,
> > >
> > > To recap our conversation, you are going to provide me proof of the funds you have available to purchase Mereinda's interest in the building as follows:
> > >
> > > - $40,000 in savings,
> > > - $4,000 in cash, and,
> > > - $0.00 balance on HELOC. Attached is the HELOC mortgage showing a credit limit of $35,000.00.

TRUIST

October 20, 2023

Cynthia J. Glenn
411 W Main Street
Gray Court, SC 29645

Dear Ms. Glenn,

[illegible]

[illegible]

Richard Cuttino
Vice President

SPERO
FINANCIAL

To Whom It May Concern,

Cynthia J. Glenn has a home equity line of credit with Spero Financial FCU with a $0 balance and a credit limit of $35,000.00 as of 10/20/2023.

Suzanne Hollis

Suzanne Hollis
Member Service Advisor III
864-232-5588 ext. 3213

Information that matters to the members we serve.

END

OF

FILING

NOTICE OF RESCISSION OF SIGNATURE
Fisher v. Glenn et al 2022CP2301799

February 11, 2024

From: Cynthia-Jane: Glenn, ben
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645]

To: Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

NOTICE TO PRINCIPAL IS NOTICE TO AGENT
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

I, Cynthia-Jane:Glenn, a living woman, non-resident of Greenville and non-resident of South Carolina, hereby extinguish, rescind[1], revoke, cancel, abrogate, annul, nullify, discharge, and make void ab initio all signatures, belonging to me, on all previously filed documents in regard to case Fisher v. Glenn et al 2022CP2301799 and all powers of attorneys, real and implied, connected thereto, on the grounds that my purported consent was not voluntarily and freely obtained, but was made through mistake, duress, fraud, and undue influence, and having first-hand knowledge of the facts contained herein, state as follows:

1. I make this rescission voluntarily and without prejudice,
2. A contract must be entered into knowingly, intelligently, intentionally, and with fully informed consent. Otherwise, there is no contract,
3. That when I placed my signature on documents, I was unaware of the ramifications and that said act was without prior notice to me of any forfeiture of God given rights would occur by way of said act, including, but not limited to forfeiture of rights secured by the Organic Laws of the United States of America.
4. I was induced by fraud and duress to sign such forms and I was denied full disclosure. I was mislead by those who knew, or should have known,

[1] Rescission: (Black's 6th Edition Law Dictionary) "To abrogate, annul, avoid, or cancel a contract; particularly, nullifying a contract by the act of a party. The right of rescission is the right to cancel (rescind) a contract upon the occurrence of certain kinds of default by the contracting party. To declare a contract void in its inception and to put an end to it as though it never were. Russel v. Stephens, 191 Wash. 314, 71 P.2d 3031...A rescission amounts to the unmaking of a contract, or an undoing of it from the beginning. It necessarily involves a repudiation of the contract and a refusal of the moving party to be bound by it..."

into believing that filing such forms was necessary and applied to my situation.

5. That in placing my signature on documents I was never informed that said act would forfeit my de jure status as one of the people or their posterity and place me under Rule as a citizen, person or resident: or that I could be considered a "citizen of the UNITED STATES" subject to the jurisdiction thereof, as defined in the 14th Amendment to the Federal Constitution.

I hereby withdraw and rescind any and all signatures and do not consent to any jurisdiction implied by those signatures,

Cynthia-jane:glenn ben with Seal
Cynthia-Jane:Glenn, *sui juris*
Without the STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

Subscribed and sworn to before me, Linda Fowler **the undersigned notary public,**
this date: February 12th 2024
by Cynthia-Jane:Glenn, whose autograph I witnessed on this date on the landmass known as Greenville, South Carolina.

Notary Public **My Commission Expires:** 2-15-2027

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	
J. Mereinda Fisher, individually, and as)	2022-CP-23- 01799
Member of Fisher and Reid, LLC)	
Plaintiff,)	
Vs.)	**NOTICE OF RESOLUTION**
Cynthia J. Glenn, individually, and as)	
Member of Fisher and Reid, LLC, and)	
Carolina Birth Center, LLC d^/a Carolina)	
Water Birth)	
Defendants.)	

NOTICE OF RESOLUTION TO THE COURT

NOTICE TO AGENT IS NOTICE TO PRINCIPAL,
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

FROM: Cynthia-Jane: Glenn, ben
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645-0087]

To: Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

I, Cynthia-Jane of the family Glenn, a non-resident of Greenville County and non-citizen, am a living woman and act now sui juris, inpropria persona.

No dispute is current or active involving Fisher v. Glenn et al 2022CP2301799. Resolution has occurred as follows:

On October 05, 2022 Fisher offered to voluntarily dismiss Fisher v. Glenn et al 2022CP2301799 with prejudice and to sell her portion of the building for $74,000. This contract was affirmed by attorney of record, Daniel Hughes, on October 6, 2023 and again on November 29, 2023.

Payment for property was mailed certified mail, return receipt to Cogdill Law Firm, the agreed upon closing attorney on February 12, 2024.

I require that response confirming correction of status be sent to:

Cynthia-Jane:Glenn, beneficiary Without Prejudice
ICO 411 West Main Street

Gray Court, South Carolina [29645—0087] (united states of America)
ALL RIGHTS RESERVED

Cynthia-Jane: Glenn without prejudice
Cynthia-Jane: Glenn, sui juris
Without the STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this date: February 19th 2024
Greenville County, SOUTH CAROLINA.

My Commission Expires: 2.15.2027

Notary Public

From: Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
Sent: Wednesday, November 29, 2023 3:08 PM
To: Daniel Hughes <dhughes@dugganhughes.com>
Subject: Re: meeting today

11/29/23

As soon as the lawyer can get a closing date.

On 2023-11-29 14:21, Daniel Hughes wrote:

> How soon can you close?

Daniel R. Hughes

Duggan & Hughes, LLC

457-B Pennsylvania Avenue (29650)

P.O. Box 449

Greer, SC 29652

(864) 334-2500 (main)

(864) 879-0149 (fax)

www.dugganhughes.com

NOTICE: This e-mail is confidential and may contain information which is legally privileged or otherwise exempt from disclosure. If you received this message in error, please delete this message from your device.

From: Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
Sent: Monday, December 18, 2023 2:48 PM
To: Daniel Hughes <dhughes@dugganhughes.com>
Subject: Re: meeting today

Agreeing to sell the building and agreeing to a voluntary dismissal with prejudice is all that needs to be stated. I can not sign something that is detrimental to the business or makes it look like she was some kind of employee. I believe we can accomplish that is one page.

On 2023-12-18 15:21, Daniel Hughes wrote:

> Sandy,
>
> It's a confidential agreement. Respectfully, Sandy, you are trying to practice law (which you cannot do on behalf of a LLC without a license to practice law) and you do not understand what you are doing.
>
> Daniel R. Hughes
> Duggan & Hughes, LLC
> 457-B Pennsylvania Avenue (29650)
> P.O. Box 449
> Greer, SC 29652
> (864) 334-2500 (main)
> (864) 879-0149 (fax)
> www.dugganhughes.com
>
> NOTICE: This e-mail is confidential and may contain information which is legally privileged or otherwise exempt from disclosure. If you received this message in error, please delete this message from your device.

-------- Original Message --------

Subject: Re: meeting today
Date: 2023-12-18 21:17
From: "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com>
To: Daniel Hughes <dhughes@dugganhughes.com>

Negotiating on my behalf is practicing law, is it? Do you know what you're doing? Can I see your license (not a bar membership)?

Being rude to me isn't really helpful.

Ps- that LLC has been closed for years.

EXHIBIT 2

roundcube
open source webmail software

Subject **We have Settlement in Principal**
From John Reckenbeil <john@johnreckenbeillaw.com>
To Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>, Keri Armstrong <keri@johnreckenbeillaw.com>
Date 2022-11-01 15:21

Sandy,

I think we have a settlement in the case. I think in my last email I made a typo. Back on Oct 5th I wrote you email with Plaintiff counsel own words inserted, that credit card was taken care of, and the Ms. Fisher's final offer was $74,000. Then What I did was I sent you an email on Oct 12th saying that "Ms. Fisher was stuck at $72,000", when It should have read "stuck at $74,000". So that's my fault on the type"o" ; it's not Fisher attempting to squeeze any more. But the amount would be $74,000.

I have reached out to a real estate attorney, he estimates the documents to get Fisher off the property deed and disassociate her from the Corporation should be about $350-$425. If you are doing a mortgage on property as a result of buying out Fisher, the real estate attorney may have to coordinate with the Bank to make sure our documents reflect everything properly. (I know enough that I'm no expert in real estate law).

I will be drawing up all the rest of the settlement documents (Release and stipulation of dismissal, which will include all that we discussed.

Please let me know if you have any questions.

John

John G. Reckenbeil, Esq.

LAW OFFICE OF JOHN G. RECKENBEIL, LLC

Physical Address:

114 Renaissance Circle

Mauldin, SC 29662

Mailing Address:

P.O. Box 314

Mauldin, SC 29662

Phone (864) 248-0436

Fax (864) 326-5940

Website: www.johnreckenbeillaw.com

Sandy

On 2023-10-06 11:07, Daniel Hughes wrote:

> Sandy,
>
> To recap our conversation, you are going to provide me proof of the funds you have available to purchase Mereinda's interest in the building as follows:
>
> - $40,000 in savings,
> - $4,000 in cash, and,
> - $0.00 balance on HELOC. Attached is the HELOC mortgage showing a credit limit of $35,000.00.
>
> Please provide to me by October 11, 2023.
>
> Thank you,
>
> Daniel

Daniel R. Hughes

Duggan & Hughes, LLC

457-B Pennsylvania Avenue (29650)

P.O. Box 449

Greer, SC 29652

(864) 334-2500 (main)

Contacts

Search...

Personal Addresses

Collected Recipients

Trusted Senders

From "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com> Edit identities

To

Add Cc | Add Bcc | Add Reply-To | Add Followup-To

Subject Fwd: Re: meeting today

B I U Verdana 10pt

-------- Original Message --------

Subject: Re: meeting today
Date: 2023-11-29 15:07
From: "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com>
To: Daniel Hughes <dhughes@dugganhughes.com>

As soon as the lawyer can get a closing date.

On 2023-11-29 14:21, Daniel Hughes wrote:

> How soon can you close?
>
> Daniel R. Hughes
> Duggan & Hughes, LLC
> 457-B Pennsylvania Avenue (29650)
> P.O. Box 449
> Greer, SC 29652
> (864) 334-2500 (main)
> (864) 879-0149 (fax)

To » Cc » Bcc »

Send message Cancel

Editor type HTML

Subject	From	Date
RE: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discove...	Daniel Hughes	2024-02-24 09:26
Read: Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs ...	Daniel Hughes	2024-02-23 19:10
Delivered: Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaint...	postmaster@dugganhughes.co...	2024-02-23 18:39
Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discove...	Sandy Glenn, LM MBC	2024-02-23 18:38
Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discove...	Mereinda Fisher	2024-02-09 13:07
J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discovery r...	Tilda Burgess	2024-02-06 10:34
Re: meeting today	Sandy Glenn, LM MBC	2023-12-18 22:55
Re: meeting today	Daniel Hughes	2023-12-18 21:34
Re: meeting today	Sandy Glenn, LM MBC	2023-12-18 21:17

59 days

TRUTH C

Subject **Re: meeting today**
From Sandy Glenn, LM MBC
To Daniel Hughes
Date 2023-12-14 21:17

I really don't have time to go to your office, but I'm happy to respond to email inquiries.

Thank you,

Sandy

On 2023-12-13 09:39, Daniel Hughes wrote:

> Could you come back in to see me so we can finalize a settlement agreement and contract to end this matter? Thanks.
>
> Daniel R. Hughes
> Duggan & Hughes, LLC
> 457-B Pennsylvania Avenue (29650)
> P.O. Box 449
> Greer, SC 29652
> (864) 334-2500 (main)

Subject **Re: meeting today**
From Daniel Hughes
To Sandy Glenn, LM MBC
Date 2023-12-18 21:34

Sandy,

You cannot represent yourself in this case because the claims are against a corporate entity. That's a fact. It's not being rude. Call the SC bar if you need to verify my license. Carolina Birth Center LLC was dissolved 3.5 months ago. I'll be in touch. Daniel

Sent from my iPhone

Subject **Re: meeting today**
From Daniel Hughes
To Sandy Glenn, LM MBC
Date 2023-12-18 21:34

TRUTH D 210

Sandy,

You cannot represent yourself in this case because the claims are against a corporate entity. That's a fact. It's not being rude. Call the SC bar if you need to verify my license. Carolina Birth Center LLC was dissolved 3.5 months ago. I'll be in touch. Daniel

Sent from my iPhone

Subject: **Re: meeting today**
From: Sandy Glenn, LM MBC
To: Daniel Hughes
Date: 2023-12-18 21:17

Negotiating on my behalf is practicing law, is it? Do you know what you're doing? Can I see your license (not a bar membership)?

Being rude to me isn't really helpful.

Ps- that LLC has been closed for years.

Subject **RE: meeting today**
From Daniel Hughes
To Sandy Glenn, LM MBC
Date 2023-12-18 15:21

Sandy,

It's a confidential agreement. Respectfully, Sandy, you are trying to practice law (which you cannot do on behalf of a LLC without a license to practice law) and you do not understand what you are doing.

Daniel R. Hughes
Duggan & Hughes, LLC
457-B Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652
(864) 334-2500 (main)
(864) 879-0149 (fax)
www.dugganhughes.com

NOTICE: This e-mail is confidential and may contain information which is legally privileged or otherwise exempt from disclosure. If you received this message in error, please delete this message from your device.

From Sandy Glenn, LM MSC
To Daniel Hughes
Date 2023-12-18 14:48

Agreeing to sell the building and agreeing to a voluntary dismissal with prejudice is all that needs to be stated. I can not sign something that is detrimental to the business or makes it look like she was some kind of employee. I believe we can accomplish that is one page.

EXHIBIT "A"

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**AMENDED COMPLAINT**
	)	
vs.	)	(Jury Trial Demanded)
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

TO THE DEFENDANTS NAMED ABOVE:

The Plaintiff, J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC (hereinafter "Plaintiff"), complaining of the Defendants, Cynthia J. Glenn ("Glenn"), individually, and as Member of Fisher and Reid, LLC ("F&R"), and Carolina Birth Center, LLC ("CBC") (collectively, hereinafter the "Defendants"), by and through her undersigned counsel, would respectfully show unto this Honorable Court as follows:

INTRODUCTION

1. This action arises out of a joint venture between Plaintiff and Glenn to establish a birth center known as Carolina Birth Center, Glenn's misrepresentations to Plaintiff regarding the joint venture, and Glenn's efforts to exclude and alienate Plaintiff from the joint venture. The known actions of Glenn as outlined in this lawsuit constitute, among other things, a breach of her fiduciary duty to Glenn, breach of contract, negligent misrepresentation, and the improper

ELECTRONICALLY FILED - 2024 May 28 3:58 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

exclusion of Plaintiff from property owned by F&R, a LLC in which both Plaintiff and Glenn are equal members. The foregoing acts, among others, entitle the Plaintiff to recover actual, compensatory, and punitive damages, and other equitable relief.

THE PARTIES

2. Plaintiff is a citizen and resident of the State of South Carolina, County of Spartanburg.

3. F&R is a South Carolina limited liability company existing and operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. Plaintiff and Glenn are equal Members of F&R.

4. Glenn is citizen and resident of the State of South Carolina, County of Laurens.

5. CBC is a South Carolina limited liability company operating pursuant to the laws of the State of South Carolina with its primary place of business in Greenville County, South Carolina. CBC is in the business of providing a birthing center by licensed midwives.

JURISDICTION AND VENUE

6. The Court has jurisdiction over this action and venue is proper in Greenville County, South Carolina.

FACTUAL BACKGROUND

7. Plaintiff has been a licensed midwife ("LM") since 1993 and a certified professional midwife ("CPM") since the mid-1990s. In February 2021, Glenn approached Plaintiff and asked if Plaintiff was interested in establishing a birth center known as Carolina Birth Center (hereinafter "the Business"). Plaintiff agreed and they began to search for a location for the birth center. Plaintiff left her job as a property manager to devote her time and attention to developing the Business.

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ELECTRONICALLY FILED - 2024 May 28 3:58 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

8. Glenn is also a LM and had previously operated a birth center under CBC d/b/a Carolina Water Birth.

9. On June 11, 2021, Plaintiff and Glenn purchased property for the birth center located at 111 Commons Way, Greenville, SC 29611 ("the facility") under F&R for a purchase price of $140,000.00. Plaintiff and Glenn paid an equal amount for the facility. In addition, Plaintiff paid an additional $15,561.03 for improvements to the facility and her husband, a sub-contractor, made additional improvements at a cost of $4,230.00. Including her closing costs, Plaintiff incurred $90,621.09 in expenses for the facility.

10. Birthing centers by midwifes are licensed through the Department of Health and Environmental Control (DHEC). Therefore, upon the purchase of the facility, it was necessary for Plaintiff and Glenn to obtain a DHEC license to operate the birth center. Glenn pursued the license under Carolina Birth Center, LLC, but promised to the Plaintiff that she would add Plaintiff as a Member to the LLC so that Plaintiff could deliver babies under the DHEC license.

11. Between February 2021 and December 2021, Plaintiff and Glenn held themselves out as a joint venture for the Business. The existence of the joint venture is supported by the following acts and events:

a. Plaintiff and Glenn opened a bank account identified as *Fisher & Reid, LLC d/b/a Carolina Birth Center*, which was used by both Plaintiff and Glenn as the operating account for the Business.

b. Between June 2021 and December 2021 all of the births at the facility were performed together and the profits split equally with the exception of Plaintiff's and Glenn's respective clients they had prior to starting the Business.

ELECTRONICALLY FILED - 2024 May 28 3:58 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

c. Plaintiff's and Glenn's names were on the company business card and both were listed on the Business website at www.carolinawaterbirth.com.

d. Between June and December 2021, Plaintiff asked Glenn repeatedly to add her to the address change application for CBC through DHEC. Initially, Glenn's response was that adding her to the license would create additional requirements for the license to be approved, but that she would be added once the license was approved. Plaintiff justifiably relied on Glenn's position at that time. However, when the new license was finally issued on December 23, 2021, Glenn advised Plaintiff that they had to enter into a written partnership agreement before she would add the Plaintiff to the DHEC license. According to Plaintiff's conversations with DHEC, adding her as a member of your existing LLC would not affect the license issued to the facility.

e. In December 2021, Glenn demanded that the parties have a written Partnership Agreement, and Glenn's proposed partnership agreement describes the Business as a "joint venture."

12. Initially, Plaintiff was willing to enter into a partnership agreement with acceptable terms to protect the rights of both Plaintiff and Glenn. However, as soon as Plaintiff began negotiations regarding the agreement, Glenn resisted, ramped up her efforts to exclude and alienate Plaintiff from the Business, and even alleged that the parties never formed a joint venture. Glenn's efforts to exclude Plaintiff from the joint venture included the following:

a. Removing Plaintiff's name and information from the website on or about March 1, 2022;

b. Changing the phone provider for the Business from Charter to Vonage and causing all phone calls to the Business to be routed to Glenn's cell phone;

ELECTRONICALLY FILED - 2024 May 28 3:58 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

c. Removing the original business card identifying Plaintiff and Glenn as employees/partners of the Business;

d. Refusing to engage Plaintiff in discussions regarding the Business;

e. By illegally placing Plaintiff on trespass notice from the facility on or about March 21, 2022 and then changing the locks to the facility.

f. By excluding Plaintiff from all client appointments by blocking Plaintiff from viewing the Business' calendar.

13. As a result of the above-described events, and others that will be shown at trial, Plaintiff has been damaged in the form of lost profits from the Business, lost wages, loss of use of the facility, loss of goodwill and opportunity, and the costs, fees and expenses associated with the investigation and prosecution of this action.

FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty and S.C. Code Ann. §33-44-409 (1976))

14. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

15. There is a fiduciary relationship among joint venturers and misrepresentations among joint venturers are a breach of the duty to act in good faith.

16. Additionally, every member of a LLC has a fiduciary duty of care and loyalty, and a duty of good faith and fair dealing to act only in the best interests of the LLC and the members of the LLC as a whole as required by S.C. Code Ann. §33-44-409.

17. As set forth more fully herein, Glenn breached her fiduciary duties to Plaintiff in the Business by the following:

(a) Misrepresenting to the Plaintiff that she would add the Plaintiff as a Member to CBC so that she could operate under the DHEC license issued to the facility;

(b) By taking steps to exclude her from participating in the Business set forth above;

(c) By depriving Plaintiff of access to records of the Business;

(d) By not paying Plaintiff her share of the profits of the Business;

(e) By failing to account to Plaintiff and to hold as trustee for it any property, profit, or benefit derived by Glenn in the conduct of the Business; and,

(f) By excluding her from access to Business property.

18. Furthermore, Glenn breached her fiduciary duties to Plaintiff as a Member of F&R and the requirements of S.C. Code §33-44-409 by intentionally preventing Plaintiff from access to the facility owned by F&R.

19. As a direct and proximate result of the breach of the duties imposed upon a joint venture and by S.C. Code Ann. §33-44-409 by Glenn described above, Plaintiff has suffered actual, incidental and consequential damages for which Glenn and CBC are jointly and severally obligated to repay to the Plaintiff.

FOR A SECOND CAUSE OF ACTION
(Accounting)

20. Each and every allegation set forth above is hereby reasserted and realleged as fully as set forth herein verbatim, where not inconsistent with this cause of action.

21. Defendants, Glenn and/or CBC have received money, a portion of which is due to the Plaintiff, which amount represents Plaintiff's share of the profits from the Business.

22. The amount of the money due from Defendants Glenn and CBC to the Plaintiff is unknown and cannot be ascertained without an accounting by the Defendants.

23. Therefore, Plaintiff is entitled to an accounting from the Defendants, Glenn and CBC.

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FOR A THIRD CAUSE OF ACTION
(Negligent Misrepresentation)

24. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

25. Glenn represented to Plaintiff that they had entered a joint venture and that Plaintiff could become a member of CBC so that Plaintiff could work under the DHEC license issued to the facility.

26. Glenn owed a duty to the Plaintiff to make sure those representations were truthful, but she breached those duties by not using due care when she made the representations.

27. Plaintiff justifiably relied on Glenn's representations.

28. As a direct and proximate result of the representations by Glenn described above, the Plaintiff has suffered actual and consequential damages for which Defendants are obligated to compensate the Plaintiff.

29. Therefore, Plaintiff is entitled to recover actual, consequential and punitive damages in an amount to be determined by a jury.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract)

30. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

31. Glenn offered and Plaintiff accepted the formation of a joint venture for the Business and Glenn offered Plaintiff the right to be added as member to CBC so that Plaintiff could work under the DHEC license issued to the facility.

32. Good and sufficient consideration was given for the acceptance of the offers.

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33. Glenn breached the contract by excluding Plaintiff from the Business and refusing to add her as a member to CBC.

34. As a direct and proximate result of these breaches of contract, Plaintiff has suffered actual and consequential damages for which the Defendant is obligated to pay the Plaintiff.

FOR A FIFTH CAUSE OF ACTION
(Quantum Meruit)

35. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

36. Plaintiff spent $15,561.03 for improvements to the facility and her husband made $4,230.00 in improvements to the facility for which the Defendants have realized and retained the benefit.

37. Under the circumstances, it would be unjust for Defendants to retain the benefit of costs of improvements provided by the Plaintiff and Plaintiff's husband without compensating them for their efforts.

38. As a direct and proximate result of the actions taken by the Defendants, Plaintiff is entitled to payment from the Defendants in the amount of 19,791.03.

FOR A SIXTH CAUSE OF ACTION
(Promissory Estoppel)

39. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

40. In order to induce the Plaintiff to enter into the joint venture, Glenn promised to name the Plaintiff as Member of CBC and to operate the Business as a joint venture.

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41. In reliance upon that promise, Plaintiff quit her job as a property manager and devoted her full attention and resources to developing the Business.

42. It was foreseeable for Glenn to expect that Plaintiff would rely upon the promise by Glenn to make her an equal partner in the joint venture and to add her to the DHEC license.

43. As a direct and proximate result of Glenn's and CBC's failure to honor their promise, Plaintiff has suffered actual and compensatory damages for which they are obligated to repay to the Plaintiff.

FOR A SEVENTH CAUSE OF ACTION
(Dissociation of Glenn from Fisher and Reid, LLC)

44. Each and every allegation set forth above is hereby reasserted and realleged as fully as if set forth herein verbatim, where not inconsistent with this cause of action.

45. Pursuant to S.C. Code 33-44-601, a member of a limited liability company may be expelled because the Member "(i) engaged in wrongful conduct that adversely or materially affected the company's business; (ii) willfully or persistently committed a material breach of the operating agreement or of a duty owed to the company or the other members under Section 33-44-409; or (iii) engaged in conduct relating to the company's business which makes it not reasonably practicable to carry on the business with the member."

46. Based upon Glenn's wrongful conduct alleged herein, the Plaintiff is entitled for Glenn to be disassociated from F&R. Upon her disassociation, the Plaintiff further requests for for the business of F&R to be wound up, and the facility sold at fair market value.

47. The property owned by F&R is more particularly described as follows:

> ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 9, as shown on a plat entitled "Group Development for White Horse Professional Park" prepared by Precision Land Surveying Inc., dated March 28, 2005 and recorded in Plat Book 49-Z at Page 2 in the ROD Office for Greenville County,

South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed unto Fisher and Reid, LLC by RAD Investments LLC by Deed recorded June 16, 2021 in Book 2626, Page 5816, in the Register of Deeds Office for Greenville County, South Carolina

TMS NO.: 0237.04-01-009.00

FOR AN EIGHTH CAUSE OF ACTION
(Injunctive Relief)

48. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

49. The exclusion of the Plaintiff from the facility and from the business as alleged above will result in irreparable harm to the Plaintiff.

50. Based upon the facts alleged herein, Plaintiffs are likely to succeed on the merits of the litigation as it pertains to Glenn's exclusion of the Plaintiff from the facility and the Business. Furthermore, the Plaintiffs have an inadequate remedy at law for the Glenn's deprivation of Plaintiff's rights.

51. Therefore, Plaintiffs are entitled a temporary restraining order, ordering a hearing on the temporary relief requested and restraining the Defendants from further violations and to an order for a preliminary and permanent injunction requiring Defendants to allow her access to the facility and to return all property belonging to the Plaintiff.

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FOR AN NINTH CAUSE OF ACTION
(Judicial Dissolution of Fisher and Reid, LLC)

52. Each and every allegation set forth above is hereby realleged and reasserted as if set forth verbatim where not inconsistent with this cause of action.

53. Pursuant to S.C. Code §33-44-801, a limited liability company may be dissolved upon for a variety of reasons, including, but not limited to, that "(a) the economic purpose of the company is likely to be unreasonably frustrated; (b) another member has engaged in conduct relating to the company's business that makes it not reasonably practicable to carry on the company's business with that member; or (c) it is not otherwise reasonably practicable to carry on the company's business in conformity with the articles of organization and the operating agreement;…"

54. F&R was formed to hold title to the facility to operate CBC. Due to the actions by Glenn outlined above, including, but not limited to, excluding Fisher from the facility and from the business of CBC; not paying rent to Fisher; refusing to appraise the property and purchase the value of Fisher's one-half (1/2) interest in the property owned by F&R; and violating her fiduciary duties to Fisher, judicial dissolution of the F&R is an appropriate remedy.

55. Therefore, Fisher is entitled to have F&R dissolved and fpr the facility owned by F&R to be appraised and sold for its fair market value.

WHEREFORE, Plaintiffs pray as follows:

(1) For an award of actual and consequential damages from the Defendants, jointly and severally, including lost profits, lost wages, lost business, lost opportunity, and lost goodwill in an amount to be determined by the finder of fact; and,

(2) For declaratory judgment that the actions of the Defendant Glenn violated her fiduciary duty to the Plaintiff and the provisions of S.C. Code 33-44-409; and,

(3) For a temporary restraining order and an immediate hearing ordered on the temporary relief requested and restraining Glenn from preventing Plaintiff's access to the property located at 111 Commons Way, Greenville, SC 29611; and,

(4) For declaratory judgment to disassociate Glenn from Fisher and Reid, LLC; for Fisher and Reid, LLC to be dissolved; and, for the business of Fisher and Reid, LLC to be wound up and the property owned by the company to be sold; and,

(5) For attorney's fees and costs; and,

(6) For punitive damages in an amount to be determined by a jury or other finder of fact; and,

(7) For such other and further relief as this Court may deem just and reasonable.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes

Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
Post Office Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149

ATTORNEY FOR PLAINTIFFS

May 28, 2024

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**SUMMONS**
vs.	)	
	)	(Jury Trial Demanded)
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is served upon you, and to serve a copy of your Answer to the Amended Complaint on the undersigned at 457-B Pennsylvania Avenue (29650), P.O. Box 449, Greer, South Carolina, 29652-0449, within thirty (30) days after the date of service of the Amended Complaint, exclusive of the day of service. If you fail to answer the Amended Complaint within Thirty (30) Days, judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

Respectfully submitted,

DUGGAN & HUGHES, LLC

By: s/Daniel R. Hughes

Daniel R. Hughes, SC Bar #72547
457-B Pennsylvania Ave. (29650)
Post Office Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149
ATTORNEY FOR PLAINTIFF

Date: May 28, 2024
Greer, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	2022-CP-23-01799
J. Mereinda Fisher, individually, and as	)	
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
vs.	)	WRIT OF NOTICE OF
Cynthia J. Glenn, individually, and as	)	ERROR
Member of Fisher and Reid, LLC, and	)	
Carolina Birth Center, LLC d/b/a Carolina	)	
Water Birth	)	
Defendants.	)	

24 JUN 24 AM 8:46
Bruce Barnett COC GVL SC

I, Cynthia-J:Glenn, have become aware that a docket date has been set for a case that is without jurisdiction. Having twice noticed the court of the error, this serves as a notice that jurisdiction must be proven once challenged. The Court can not move forward until the matter of jurisdiction is resolved. I do not waive rights to due process, proper venue, fair trial or any relief to which I am entitled. I submit now sui juris and without prejudice.

Among many other failures, this matter has been settled. Since the "plaintiff" has on two separate occasions made offers that are accepted as a resolution to these complaints, there is no statutory or common law basis for a remedy. The case has also been abandoned and is outside time limits for new filings. I do not consent to move forward outside of limits nor do I waive any rights or statute of limitations.

Parties are unknown or either unrecognized by the plaintiff's attorney, thereby a Defective Petition has also been filed and subject matter jurisdiction is lost. Brown v. VanKeuren, 340 Ill.

118, 122 (1930), Hook v. Wright, 329 Ill. 299; Musselman v. Paragnik, 317 id. 597; Keal v. Rhydderck, 317 id. 231.

State v. Batdorf, 293 N.C. 486 (1977) ("[J]urisdiction is a matter which, when contested, should be proven by the prosecution as a prerequisite to the authority of the court to enter judgment." Therefore, allowance of other motions or Docket dates by the court are not allowed as they indicate that the court has ignored the challenge of jurisdiction. Such presumptions are a violation of due process of law under the Fifth and Fourteenth Amendments. *"No judicial process, whatever form it may assume, can have any lawful authority outside of the limits of the jurisdiction of the court or judge by whom it is issued; and an attempt to enforce it beyond these boundaries is nothing less than lawless violence." [Ableman v. Booth, 21 Howard 506 (1859)]. "We (judges) have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the Constitution." [Cohen v. Virginia, (1821), 6 Wheat. 264 and U.S. v. Will, 449 U.S. 200].*

The defendant may assert a lack of jurisdiction at any time. See Wayne R. LaFave, Criminal Procedure § 16.4(d) (3d ed. 2007). In any judicial proceeding, the moving party has the burden of proof of demonstrating that the court has subject matter jurisdiction over the matters and parties before it.[1]

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[1] Scott v. Sandford, 60 U.S. 393 (1856), Security Trust Co. v. Black River National Bank, 187 U.S. 211 (2002), McNutt v. General Motors Acceptance Corp., 298 U.S. 178, 189 (1936), Hague v. Committee for Industrial Organization Et. Al., 307 U.S. 496 (59 S.Ct. 954, 83 L.Ed. 1423 (1939), United States v. New York Telephone Co., 434 U.S. 159, 98 S.Ct. 36454 L.Ed. 2d 376 (1977), Chapman v. Houston Welfare Rights Organization Et. Al., 441 U.S. 600, 99 S.Ct. 1905, 60 L.Ed. 2d 508 (1979), Cannon v. University Chicago Et. Al., 441 U.S. 677, 99 S.Ct. 1946, 60 L.Ed. 2d 560 (1979), Patsy v. Board Regents State Florida, 457 U.S. 496, 102 S.Ct. 2557, 73 L.Ed.2d 172 (1982), Merrill Lynch v. Curran Et Al., 456 U.S. 353, 102 S.Ct. 1825, 72 L.Ed.2d 182, 50 U.S.L.W. 4457 (1982), Insurance Corporation Ireland v. Compagnie Des Bauxites De Guinee, 456 U.S. 694, 102 S.Ct. 2099, 72 L.Ed.2d 492, 50 U.S.L.W. 4553 (1982), Matt T. Kokkonen v. Guardian Life Insurance Company America, 128 L.Ed.2d 391, 62 U.S.L.W. 4313 (1994).

Additionally, attorney for the plaintiff has refused to recognize myself as a party to the case and other captioned parties are nonexistent; therefore service has not been possible.

cynthia-j:glenn w/o prejudice
6/21/24

Cynthia-J: Glenn, Sui Juris
111 Commons Way
Greenville, South Carolina [29611]
carolinabirthcenter@gmail.com

cc via USPS prepaid mail on June 21,2024 to:
Daniel Hughes
457 Pennsylvania Ave # B,
Greer, SC 29650

J. Mereinda Fisher
409 Madison Creek Court
Lyman. SC 29365

cynthia-j:glenn Date: 6/21/24
Cynthia-J:Glenn

FROM: Cynthia-Jane: Glenn
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645-0087]

To: Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

April 21, 2024

Please find notice of lack of personal and subject matter jurisdiction and dismissal.

In good faith,

Cynthia-Jane: Glenn

Cynthia-Jane: Glenn

cc: Daniel Hughes, attorney of record for J Meredith Fisher,
A copy of "Notice to the Court of Lack of Jurisdiction,
Improper Filing & Dismissal in the form of an
affidavit of truth was sent to Mr Hughes
via postage paid USPS on 4/22/24.
457-B Pennsylvania Ave (29682) Cynthia-j:glenn w/o prej, 4/22/24
PO Box 449
Greer, SC 29652

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	2022-CP-23-
J. Mereinda Fisher, individually, and as	)	
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
vs.	)	NOTICE TO THE COURT OF
Cynthia J. Glenn, individually, and as	)	LACK OF JURISDICTION, IMPROPER FILING and
Member of Fisher and Reid, LLC, and	)	DISMISSAL
Carolina Birth Center, LLC d/b/a Carolina	)	
Water Birth	)	
Defendants.	)	

I, Cynthia-Jane of the family Glenn, sui juris, in propria persona[1] now submit my testimony in the form of an Affidavit regarding notice of lack of personal and subject matter jurisdiction [2]and Dismissal.

Cynthia has not been contacted regarding a docket date, she has not agreed to toll the statute of limitations nor has she received a motion to restore per SC Rule 40(j). She is not a U.S. citizen, not a Greenville County resident and does not domicile therein.

THERE IS A LACK OF CONTROVERSY - Plaintiff has full knowledge that an offer and acceptance has been made prior to any filings of this case and another amended offer and acceptance on October 12, 2022 and reaffirmed on Oct 6, 2023 and November 29, 2023; therefore, no controversy exist. Without a controversy, the court lacks subject matter jurisdiction. These agreements are within the statement of truth and remain facts. Likewise, we cannot resort to an inferior remedy nor burden the court or fellow man[kind] when a resolution has occurred in the private.[3] In South Carolina, jurisdiction, or the basic

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[1] In pleading that pleas to the jurisdiction of the court must be plead in propria persona, because if pleaded by attorney they admit the jurisdiction, as an attorney is an officer of the court, and he is presumed to plead after having obtained leave, which admits the jurisdiction. Lawes, Pl. 91.

[2] Once jurisdiction is challenged, it must be proven. Basso v. Utah Power & Light Co., 395 F 2d 906, 910 (10thCir. 1974); Merritt v. Hunter, 170 F2d 739 (10th Cir. Kansas1948)

[3] A SUMMO REMEDIO AD INFERIOREM ACTIONEM NON HABETUR REGRESSUS, NEQUE AUXILIUM. From [after using] the highest remedy, there can be no recourse [going back] to an inferior action, nor assistance, (derived from it.) Fleta, lib. 6, c. 1, § 2. A maxim in the old law of real actions, when there were grades in the remedies given; the rule being that a party who brought a writ of right, which was the highest writ in the law, could not afterwards resort or descend to an inferior remedy. Bract. 112b; 3 B. Comm. 193, 194.

[4] SC Code of Laws SECTION 14-1-50. Common law of England continues in effect. All, and every part, of the common law of England, where it is not altered by the Code or inconsistent with the Constitution or laws of this State, is hereby continued in full force and effect in the same manner as before the adoption of this section.

authority of a judge to hear and exercise judgment of a matter, is based upon three considerations: territorial jurisdiction, subject matter jurisdiction, and the amount in controversy (Magistrate Law in Civil Actions 1. Jurisdiction). Controversy or dispute must exist in order for jurisdiction to exist (*Where...there is no controversy, no dispute, and therefore no case... Keith v. Levi, C.C.Mo., 2 F. 745; Ft. Pitt Gas Co. v. Borough of Sewickley, 198 Pa. 201, 47 A. 957.*)

On February 12, 2024, Cynthia-Jane presents payment and fulfills contracts to Fisher (see TRUTH A). She acts in honor, good faith and fair dealings and has acted upon the offer and acceptance and has thereby canceling all debt and obligation to Fisher. Truth is sovereign (Exodus 20:16; Ps. 117:2).[5]

As recently as November 29, 2023, Plaintiff inquires about a potential closing date for the sale of the building (see TRUTH B). This is additional proof that the case is without controversy.

THIS CASE IS ABANDONED. The case was filed in March 2021 and is abandoned, in entirety, because there is an agreement in place and time limits have expired.

Plaintiff makes no attempt at mediation as is required within 300 days of filing and does not preserve the case or the limitations.

Plaintiff continues to represent to Cynthia-Jane that the agreement to sell the property and withdraw the complaint with prejudice is acceptable. Plaintiff requests proof of funds and they are produced via emails and signature from banking institutions (see TRUTH G). Plaintiff continues to contact Cynthia-Jane regarding closing dates and Cynthia-Jane has even supplied funds to the agreed upon closing attorney (see TRUTH A).

Cynthia now discovers but does not understand why attorney for plaintiff has sent an email to the court notifying them that negotiations have failed. These claims are without merit.

THERE ARE NO TRUE DEFENDANTS IN THIS CASE. The attorney of record for Plaintiff files this case with full knowledge that this case is without merit or jurisdiction, that offer and acceptance occurs prior to case filing and there are no true defendants:

> Carolina Water Birth is a fiction. I am unaware of any such organization and it is not the d/b/a for Carolina Birth Center LLC; therefore, there is no such defendant as Carolina Birth Center LLC d/b/a Carolina Water Birth.
>
> Additionally, even without the d/b/a entitled Carolina Water Birth; Carolina Birth Center LLC also does not exist now or during any context of this case:
>
> > Carolina Birth Center, LLC ceases to function on May 22, 2021 when the last baby is born in the former Simpsonville location. Carolina Birth Center continues business on

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HISTORY: 1962 Code Section 1-19; 1973 (57) 2775.

[5] TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-12; Num. 30:2; Mat. 5:33; James 5:12) An affidavit is your solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and stated, "this is true, correct, complete and not meant to mislead." AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (2 Pet. 1:20; Heb. 6:13-15;) Claims made in your affidavit, if not rebutted, emerge as the truth of the matter.

December 22, 2021 in its current location as a private membership association (PMA). After a time of public notice, Carolina Birth Center, LLC is officially terminated.

Fisher and Reid, LLC cannot be both a Plaintiff and a Defendant and the Plaintiff's attorney cannot represent both sides. Plaintiff is creating a disqualifying conflict of interest without the consent from all parties.

"Cynthia J. Glenn," as captioned, is a different person/entity/corporation than Cynthia-Jane, see section "THERE IS NO PERSONAL JURISDICTION."

THERE IS NO PROPER SERVICE FOR THIS CASE. Service has not been established for a legal person or corporate entity known as Cynthia J. Glenn. Nor is service established for Carolina Birth Center, LLC or Fisher and Reid LLC. Service has only occurred to the living woman, Cynthia-Jane, and she is not the intended Defendant in this case (see section PERSONAL JURISDICTION AND IMPROPER COURT).

COMMUNICATION IS ONGOING. Attorney of Record for Plaintiff, refuses to update Cynthia-Jane or discuss the case for many months at a time. He takes a break in communication to falsely notify the court that there had been a breakdown in negotiations when he is well aware that a contractual agreement is accepted. Over the last few months, the attorney of record only speaks with Cynthia-Jane if she agrees to drive over an hour to meet personally in his office. Because it is not possible for Cynthia-Jane to travel to his office, he is again ceasing communication (see TRUTH C, F).

In the accepted offer, Plaintiff agrees to sell the property and voluntarily withdraw the complaint with prejudice, yet the attorney accuses Cynthia-Jane of "practicing law without a license" when she attempts to move forward with closing arrangements and he then ceases productive communication (see TRUTH C, D).

DEFENDANT REVOKES HER SIGNATURES. Without knowledge or understanding and under duress from failures of a hired consultant attorney, Cynthia-Jane improperly filed an Answer and Motions in this case. Now having a better understanding of parties, jurisdiction and consent; she has revoked signatures and consent for jurisdiction. Being a non-citizen and non-corporation, Cynthia-Jane is entitled to equal standing in court to prevent bias and prejudice. Jurisdiction can be challenged at any time.[7]

THERE IS NO PERSONAL JURISDICTION. I am Cynthia-Jane, a human, living woman and not a legal or artificial person, individual[8], entity or corporation.

Although Cynthia-Jane originally believed she was one of the Defendant of record, counsel for Plaintiff repeatedly refuses to speak with her or return her emails for many months at a time (see TRUTH C, E), claiming that he does not have to speak with her because she is not an attorney, claiming that the

[6] Bryan v. Kales, (1907), 3 Ariz. 423, the court said that the presence of adversary parties was so fundamental that if it appeared that the plaintiff was suing personally in a suit against himself as administrator, any judgment entered would be "utterly void."

[7] Once challenged, jurisdiction cannot be 'assumed,' it must be proved to exist!

[8] INDIVIDUAL. As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons. State v. Bell Telephone Co., 36 Ohio St. 310, 38 Am.Rep. 583.

settlement is confidential and accusing her of practicing law without a license (see TRUTH D). Since living humans are entitled to speak sui juris, the attorney of record's refusal to speak to Cynthia Jane along with his accusation that she is practicing law without a license are his own admission that this case is against a legal individual or corporation entitled CYNTHIA J. GLENN. On December 18, 2023, Plaintiff's attorney Daniel Hughes states, "You cannot represent yourself in this case because the claims are against a corporate entity" (see TRUTH D).

In the December 18th statement, Hughes clarifies that the case is entirely against a corporate entity. Since it is established that Cynthia-Jane is a living woman, she therefore cannot be a defendant in this case.

THIS CASE IS NOT FILED IN THE CORRECT COURT. If Plaintiff wishes to properly file a case against Cynthia Jane, a non-citizen, such filings can only be claimed in an Article III Court which provides for Diversity of Citizenship, controversy against non-US citizens (Equality before the law[9]). Since Plaintiff alleges that the amount of suit is greater than $75,000, qualification is established.

Born in South Carolina to the parents of non-U.S. Citizens, the status of Cynthia-Jane is that of a state national, denizen[10] or sojourn[11]. Cynthia-Jane is neither resident nor citizen. Being a living woman, she is protected by the Fifth Amendment to the Constitution against self-incrimination, guaranteed a set of basic inalienable rights, including life, liberty, and the pursuit of happiness and she has committed no crime[12]. Cynthia-Jane has voided all known contracts as a U.S. citizen including residency, voter's registration and driver's license. She has noticed the correction of status in the public record. She is neither a U.S. Citizen nor a Municipal citizen; not a dependent of any District or Agency Personnel or employee or citizen of any Federal Corporation; not a slave, criminal, pauper, bankrupt person or Felon. Cynthia-Jane is not a Bar Attorney or Lawyer, not a public trust nor representing a public trust, does not use the name "DEFENDANT" or "CYNTHIA JANE GLENN" and does not wave her birthright estate/Estate.

WHEREAS; the court is without Subject Matter or Personal Jurisdiction, service has not been accomplished, the case is abandoned and no controversy exist upon which the court can rule; the court cannot hear these claims without the consent of this affiant, which she is denying;

THEREFORE, the case is dismissed.

---

[9] EQUAL PROTECTION. The fourteenth amendment provides that "no State shall make or enforce any law which shall deny person within its jurisdiction the equal protection of the law." Equal protection means that the government must treat similarly situated individuals in the same manner.

[10] DENIZEN In American law. A dweller; a stranger admitted to certain rights in a foreign country or as one who lives habitually in a country but is not a native born citizen; one holding a middle state between an alien and a natural born subject. United States ex rel. Zdunic v. Uhl, D.C. N.Y., 46 F.Supp. 688, 691. The word is also used in this sense in South Carolina. See McClenaghan v. McClenaghan, 1 Strob.Eq., S.C., 319, 47 Am. Dec. 532.

[11] SOJOURNING. This term means something more than "traveling," and applies to a temporary, as contradistinguished from a permanent, residence. Henry v. Ball, 1 Wheat. 5, 4 L.Ed. 21; In re Gahn's Will, 110 Misc. 96, 180 N.Y.S. 262, 266

[12] Personal liberty allows affiant to live in pursuit of happiness provided there is no harm/injury to another living man or woman. The Affiant's personal liberty protects him from being forced to appear and unwittingly give implied consent to contract with any state agency.

Sworn as the truth and the whole truth.

Cynthia-Jane: Glenn, ben. 4/22/24

Cynthia-Jane: Glenn, ben., Without Prejudice
Without the STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this date: April 22, 2024
Greenville County, SOUTH CAROLINA

My Commission Expires: 05/05/2026

Notary Public

Second Witness: Isaiah Glenn 4/22/24

Any use by me of a corporate notary public is for identification purpose only and confers no subject matter or personal jurisdiction on anyone.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

February 1, 2024

From: Cynthia-Jane: Glenn
ICO 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: Janet Mereinda: Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com

Dear Mrs. Fisher,

Per our agreement, I am preparing to finalize the purchase of your portion of the property located at 111 Commons Way, Greenville South Carolina.

Despite many delays in the paperwork process, I have continued to possess and maintain all fees and cost associated with the property. Enclosed please find details of the closing.

Thank you,

Cynthia-Jane: Glenn

Cynthia-Jane: Glenn

February 1, 2024

Notice to agent is notice to **principal, notice** to principal is notice to agent. 15 AM

Conditional **Acceptance and Property Closing**

From: **Cynthia**-Jane: Glenn
ICO 411 West Main **Street**
Gray **Court, South** Carolina [29645-0087]
(864) 350-2930
Cynthia@waterbirth.com

To: J. Mereinda Fisher
409 Madison **Creek** Court
Lyman, South Carolina 29365
Phone: **(864)** 354-8166
mereinda23@gmail.com
~~Certified mail~~, return receipt requested # Registered Mail

With **Completion of Service** and designation of Witnesses To:

1. **Merrick** B Garland, **United States Attorney** General
U.S. Department **of Justice**
950 **Pennsylvania** Avenue, NW
Washington, DC 20530-0001
Certified mail, return **receipt** requested # 9589 0710 5270 0184 0168 98

3. Chris Cogdill
Cogdill **Law** Firm
1318 Haywood Road, Bldg F
Greenville SC 29615
Certified **mail, return** receipt requested # 9589 0710 5270 0784 0168 81

REGARDING: Agreement of the sale portions **of property** owned by J. Mereinda Fisher **("Fisher") at 111 Commons** Way, Greenville South **Carolina** (Tax Map # 0387000100900); **hereafter termed** "Property" **currently** jointly owned by Fisher **and** Cynthia-Jane Glenn **("Glenn").**

No dispute **is current** or active involving your **offer and acceptance** is contingent on the **conditions in this** affidavit. **Cynthia**-Jane Glenn **does not wish to abandon** previous agreements **and hereby** proceeds with honor **and** good faith by **submitting** payment to finalize the purchase.

Be It Known: The Conditional Acceptance to your offer establishes a Common Law- Contract between us and also under the Postal rule.[1]

Section A – Fact and Events:

1. J. Mereinda Fisher and Cynthia-Jane: Glenn purchased Property at 111 Commons way in June 2021 each contributing $70,000.00 and half of closing cost.

2. Fisher was the representative for Fisher Reid, LLC; a corporation created to for the purpose of maintaining the building and any future for-profit ventures; "Fisher" and "Reid" being the maiden names of Cynthia-Jane: Glenn and .. Mereinda Fisher, this LLC was maintained by both Fisher and Glenn.

3. Cynthia-Jane: Glenn was the sole owner of Carolina Birth Center (CBC), a birth center licensed by The Department of Health since 2005. Fisher and Reid each maintained their own separate home birth practices.

4. CBC leased the Property from Fisher Reid, LLC and Mereinda Fisher contracted with CBC for her professionally licensed services. Since CBC could not function as a birth center while awaiting an inspection from the Department of Health, Fisher used her professional license to assist Glenn with home births.

5. Fisher and Reid, LLC began improvements on the Property in preparation for use by the new tenant.

6. In January, 2022, Fisher began expressing that she was unsure of her level of commitment about being a full time contractor at CBC. In a phone conversation on March 6, 2022 Fisher offered three times to "I promise I will sell you the property for exactly what I put in to it." Glenn accepted the offer by agreeing to pay Fisher $50,000 which she estimated was Fisher's investment minus the prepayment to Fisher for services she did not render.

7. In March 2022, Glenn was served SUMMONS and COMPLAINT Fisher v. Glenn et al 2022CP2301799. Glenn hired a consulting attorney to negotiate and Glenn proceeded to do a full accounting of funds exchanged during the short joint venture of the participants. Glenn was able to verify that Fisher's actual investment minus prepayment for services not rendered was $62,191.00 and that Fisher was paid 47,260 over the six months in which she functioned as a subcontractor.

8. On October 05, 2022 Fisher offered to voluntarily dismiss Fisher v. Glenn et al 2022CP2301799 with prejudice and to sell her portion of the building for $74,000. Glenn accepted the offer and it was decided that the Cogdil Law Firm should be used for the closing of the sale because they were the closing attorneys for the original purchase.

---

[1] The postal rule (also known as the mailbox rule or "deposit acceptance rule") is a term of common law-contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The mailbox rule is an exception to the general principle. The mailbox rule provides that the contract is formed when a properly addressed and properly addressed letter of acceptance is posted. One rationale given for the rule is that the offeror nominates the post office as authorized agent and thus receipt of the acceptance by the post office is regarded as that of the offeror. The main effect of the mailbox rule is that the risk of acceptance being delayed late or lost in the post is placed upon the offeror. If the offeror is reluctant to accept the risk, he can always require acceptance to be received before being legally bound."

9. On October 6, 2023, Glenn met personally with Daniel Hughes, attorney of record for Fisher. At this meeting Hughes confirmed that Fisher had agreed to the sale her of her portion of the Property for $74, 000 and the conditions of voluntary dismissal with prejudice. Hughes requested a timeline for funds available and was informed that closing could happen immediately. It was explained that the funds were immediately available via $35,000 HELOC, $35,000 personal savings and $4,000 cash. Hughes demanded proof thereof which was provided on October 23, 2023 by letters of confirmation from Truist and Spero financial institutions. On November 29, 2023 Hughes again asked when closing could occur and Glenn again verified that she was willing to proceed as soon as Cogdill Law Firm had an opening.

10. Since Fisher's departure in March 2022, Glenn has exercised dominion and remains in possession of the Property as evidenced by paying of all expenses associated with the Property including improvements, maintenance, insurance, property management fees and taxes without the assistance of Fisher or Fisher and Reid, LLC. Fisher has completely abandoned all responsibility associated with the property.

11. Glenn has previously paid Fisher cash as prepaid for rent on the property for 2021, paid by check for the year 2022 and applied a credit towards on her 1099 for rent in 2023. Glenn is including payment for the settlement of the lease for the dates 1/1/2024-1/1/2027.

Section B – Fulfillment of Agreement

Per the agreement between Glenn and Fisher and the contract created by this registered signature, a payment in the amount of $74,000.00 is being sent to Cogdill Law Firm via indorsed 1099-A which can be processed with forms 1099-OID, 1096, 1040V accordingly and filed with the United States Treasury OR Cogdill Law Firm may return the 1099-A to Glenn after a closing date is set and request a replacement payment from Glenn in the form of a cashier's checks or money order.

An additional cashier's check is being sent to Fisher-Reid LLC to cover rent for the remainder of rental agreement.

At the time of closing, Fisher and Glenn shall each pay half of closing attorney fees for standard closing services lawfully required by the State of South Carolina. The fees and costs related to the Closing shall include a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property. At that time, Fisher shall also present Glenn with an original clerk-of-court, time-stamped and notarized affidavit of voluntary dismissal and consent letter to dismiss all accusations with prejudice.

If given a one week notice, Glenn is usually available on Monday, Thursday or Friday for closing procedures and can be contacted directly by email or telephone.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

All correspondence sent back must be from a notarized affidavit of truth by an individual human swearing under oath the truth and accuracy of each point.

As this matter is outstanding, FAILURE TO RESPOND WILL CONSTITUTE AQUIESCENCE at which time Glenn may place a claim of ownership, right and title and/or claim of lien[2] upon Fisher or any of her properties until such time as the terms of this agreement are fulfilled.

Section C – Limitations of Time

From the point of signature of receipt of this Conditional Acceptance, as per the postal code listed above, all matters in this contract must be addressed and fully dispatched within 60 days, otherwise this matter will be considered settled.[3]

Closing procedures may be rescheduled for conflicts up to 21 days after the expiration of Limitations of Time in Section C provided that an initial closing date has been scheduled prior to the expiration of limitations described in Section C.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

Avouchment

I, Cynthia-Jane: Glenn, do hereby avow that based upon my firsthand knowledge and information relayed to me from research, this Conditional Acceptance is true, accurate and correct to the best of my knowledge, information and belief and conveys the conditions set forth as intended by me.

Cynthia-Jane: Glenn per without prejudice, Date: 2/11/24

Cynthia-Jane: Glenn

Sworn before me, Lucia Fowler

this 12 day of February, 2024.

In the state of South Carolina. My commission expires 2-15-2027

[seal]

[2] Sniadach v. Family Finance Corp., 395 U.S. 337 (1969) "*The ability to place a lien upon a man's property, such as to temporarily deprive him of its benefit or use without any judicial determination of probable cause dates back not only to medieval England, but also to Roman times.*"

[3] UCC § 3-603. TENDER OF PAYMENT. (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract. (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

Section D – Definitions:

ACQUIESCENCE. Acquiescence from which assent may be reasonably inferred. Frank v. Wilson & Co., 27 Del.Ch. 337, 9 A.2d 81, 86. Equivalent to assent inferred from silence with knowledge of facts and presupposes knowledge and assent. Andrew v. Rivers, 207 Iowa 343, 223 N.W. 302, 305. Failure to make any objections. Scott v. Jackson, 80 Cal. 258, 26 P. 898. Submission to an act of which one had knowledge. See Pence v. Langdon, 99 U.S. 578, 25 L.Ed. 420. Knowledge without objection. Indiana Harbor Belt R. Co. v. Jones, 220 Ind. 139, 41 N.E.2d 361, 363. It arises where a person who knows that he is entitled to impeach a transaction or enforce a right neglects to do so for such a length of time that, under the circumstances of the case, the other party may fairly infer that he has waived or abandoned his right. Norfolk & W. R. Co. v. Perdue, 40 W.Va. 442, 21 S.E. 755. Acquiescence and laches are cognate but not equivalent terms. The former is a submission to, or resting satisfied with, an existing state of things, while laches implies a neglect to do that which the party ought to do for his own benefit or protection. Hence laches may be active as well as acquiescence. Laches imports a merely passive assent, while acquiescence implies active assent. In re Wilbur's Estate, 334 Pa. 65, 5 A.2d 325, 331. "Acquiescence" is synonymous with "abandonment". Schaer v. City of St. Paul, 152 Minn. 238, 188 N.W. 282, 284, and is distinguished from "admission". Saunders v. Busch Furnit Co., 138 La. 1043, 71 So. 155, 151.

OFFER. An act on the part of one person whereby he gives to another the legal power of creating the obligation called contract. In re Larney's Estate, 148 Misc. 871, 266 N.Y.S. 564. An offer, as an element of a contract, is a proposal to make a contract, it must be made by the person who is to make the promise, and it must be made to the person to whom the promise is made. It may be made either by words or by signs, either orally or in writing, and either personally or by a messenger; but in whatever way it is made it is not an offer unless it conveys the knowledge of the person to whom it is made; Langel Contr. 151, 6 N.E. Gas. 112. Iron Sunburst Oil & Gas Co. v. Neville, 79 Mont. 550, 257 P. 1016, 1019.

ACCEPT. Admit and agree to; accede to or consent to; receive with approval; adopt; agree to. Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482, 483. Street committee's and city engineer's reports. City of Morehead v. Blair, 248 Ky. 84, 57 S.W.2d 741, 742. Means something more than to receive, meaning to adopt, to agree to carry out provisions.

ACCEPTANCE. The act of a person to whom a thing is offered or tendered by another, whereby he receives the thing with the intention of retaining it, such intention being evidenced by a sufficient act. Ittna Inv. Corporation v. Chandler Landscape & Floral Co., 227 Va.App. 17, 50 S.W.2d 1105, 1107. The exercise of power conferred by another by performance of some act. In re Larney's Estate, 266 N.Y.S. 564, 148 Misc. 871. A "conditional acceptance" is in effect a statement that the offeree is willing to enter into a bargain differing in some respects from that proposed in the original offer. The conditional acceptance is, therefore, itself a counter offer. Hoskins v. Michener, 33 Idaho, 681, 197 P. 724. Morris & Fox B. Co. v. Lucas, 218 Wis. 1, 237 N.W. 267, 271. Worley v. Holding Corporation, 348 Ill. 420, 181 N.E. 207, 209.

AGREEMENT. In law a concord of understanding and intention between two or more parties with respect to the effect upon their relative rights and duties, of certain past or future facts or performances, the consent of two or more persons concurring respecting the transmission of some property, right, or benefits, with the view of constituting an obligation, a mutual obligation. Bac. Abr.; Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482. A compact between parties who are thereby subjected to the obligation to do or not to do a particular thing. People v. Mills, 160 Misc. 730, 290 N.Y.S. 48, 52.

BAD FAITH. The opposite of "good faith," generally implying or involving actual or constructive fraud, or a design to mislead or deceive another, or a neglect or refusal to fulfill some duty or some contractual obligation, not prompted by an honest mistake as to one's rights or duties, but by some interested or sinister motive. State v. Gill Ins. Co., 100 S.C. 391, 84 S.E. 976, 977; Penn Mut. Life Ins. Co. v. Mechanics Savings Bank & Trust Co., Civ.A.Tenn., 73 F. 653, 19 C.C.A. 316, 38 L.R.A. 33, 70; Spiegel v. Beacon Participations, 297 Mass. 398, 8 N.E.2d 895, 907

LIEN. An obligation, tie, duty or claim annexed to or attaching upon property by the common law, equity, contract or statute, without satisfying which such property cannot be levied upon or attached by another, Landis Mach. Co. v. Omaha Merchants Transfer Co., 142 Neb. 389, 9 N.W.2d 198, 203; right to enforce charge upon property of another for payment or satisfaction of debt or claim, Vaughan v. John Hancock Mut. Life Ins. Co., Tex.Civ.App., 61 S.W.2d 188, 190; Day v. Ostergard, 146 Pa.Super. 27, 21 A.2d 586, 588. Right to retain property for payment of debt or demand, Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1005; Hale v. Sea Hoe, 132 Cal.App.Supp., 787, 22 P.2d 808. Security for a debt, duty or other obligation, Hurley v. Boston R. Holding Co., 315 Mass. 591, 54 N.E.2d 183, 198; A "lien" is not a property in or right to the thing itself, but constitutes a charge or security thereon. Koenig v. Leppert-Roos Fur Co., Mo.App., 200 S.W. 756, 758, Steegat-Chearn Fertilizer Co. v. Bethune Mule Co., 181 Ala. 250, 61 So. 274, 275; Powers v. Fidelity & Deposit Co. of Maryland, 180 S.C. 501, 186 S.E. 523, 530

Claim of Lien: LIEN. right to enforce charge upon property of another for payment or satisfaction of debt or claim, Vaughan v. John Hancock Mut. Life Ins. Co., Tex.Civ.App., 61 S.W.2d 188, 190; Day v. Ostergard, 146 Pa.Super. 27, 21 A.2d 586, 588. Right to retain property for payment of debt or demand, Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1006; Hale v. Sea Hoe, 132 Cal.App.Supp., 787, 22 P.2d 808. Security for a debt, duty or other obligation, Hurley v. Boston R. Holding Co., 315 Mass. 591, 54 N.E.2d 183, 198;

CLAIM OF OWNERSHIP, RIGHT AND TITLE. As regards adverse possession, claim of land as one's own to hold it for oneself, Jones v. Gilland, Tex.Civ.App., 186 S.W.2d 1019, 1020. Claim of right, claim of title and claim of ownership are synonymous. Craig v. Tanner, 198 S.E. 243, 247, 184 Ga. 773; City of Park Springs v. Sturm, 39 Wyo. 404, 273 P. 908, 911

EXERCISED DOMINION. Open acts and conduct relative to land as evidence claim of the right of absolute possession, use, and ownership. Whelan v. Henderson, Tex.Civ.App., 137 S.W.2d 150, 153 150, 155 DOMINION. Ownership, or right to property or perfect or complete property or ownership. Whelan v. Henderson, Tex.Civ.App., 137 S.W.2d 150, 151. Title to an article of property which arises from the power of disposition and the right of owning it. Baker v. Westcott, 72 Tex. 129, 11 S.W. 157, 6 East, 573. See, also, State v. Johnson, 34 S.D. 601, 149 N.W. 730, 734.

ABANDON. To desert, surrender, forsake, or cease. To relinquish or give up with intent of never again resuming one's right or interest. Burroughs v. Pacific Telephone & Telegraph Co., 200 P. 152, 155, 109 Or. 404. To give up or to cease to use. Southern Ry. Co. v. Commonwealth, 106 S.E. 65, 67, 128 Va. 176. To give up absolutely; to forsake entirely; to renounce utterly; to relinquish all connection with or concern in; to

desert. Commonwealth v. Louisville & N. R. Co., 258 S.W. 101, 107, 201 Ky. 570. It includes the intention, and also the external act by which it is carried into effect.

ABANDONMENT. The [illegible] relinquishment, disclaimer, or cession of property or of rights. Stephens v. Mansfield, 11 Cal. 363 (land); Murray v. Mid-Kan Oil & Gas Co. (Tex.Civ.App.) 199 S.W. 686, 689 (oil lease); Shepard v. Alden, 201 N.W. 537, 538, 161 Minn. 135, 39 A.L.R. 1264 (bowling alleys); Union Grain & Elevator Co. v. McCammon Ditch Co., 240 P. 443, 445, 41 Idaho 216 (water rights).

GOOD FAITH. Honesty of intention, and freedom from knowledge of circumstances which ought to put the holder upon inquiry. State v. Hetvering, D.C.N.J., 12 F.Supp. 775, 780. An honest intention to abstain from taking any unconscientious advantage of another, even through technicalities of law, together with absence of all information, notice, or benefit or belief of facts which render transaction unconscientious. Warfield Natural Gas Co. v. Allen, 248 Ky. 646, 59 S.W.2d 634, 91 A.L.R. 890; Crouch v. First Nat. Bank, 156 Ill. 342, 40 N.E. 974; Waugh v. Price, 121 Me. 67, 115 A. 612, 614.

HONOR. To accept or pay (a negotiable instrument) when presented. To accept a bill of exchange, or to pay a note, check, or accepted bill, at maturity and according to its tenor. Peterson v. Hubbard, 28 Mich. 199; Clarke v. Cock, 4 East, 72; Lucas v. Groning, 7 Taunt. 168.

PROMISE. A declaration which binds the person who makes it either in honor, conscience, or law, to do or forbear a certain specific act, and which gives to the person to whom made a right to expect or claim the performance of some particular thing. Haskins v. Allen, 130 Ky. 58, 106 S.W. 384, 385. A declaration, verbal or written, made by one person to another for a good or valuable consideration, in the nature of a covenant by which the promisor binds himself to do or forbear some act, and gives to the promisee a legal right to demand and enforce a fulfillment. Scott v. S. H. Kress & Co., Tex.Civ.App., 101 S.W.2d 1[illegible]. An engagement made [illegible] or agreement to carry a purpose into effect. E. I. Du Pont De Nemours & Co. v. Claiborne-Renfro Co., C.C.A.Iowa, 64 F.2d 224, 89 A.L.R. 256.

CONTRACT. A promissory agreement between two or more persons that creates, modifies, or destroys a legal relation. Buffalo Pressed Steel Co. v. Kirwan, 128 Md. 60, 113 A. 628, 630; Mexican Petroleum Corporation of Louisiana v. North German Lloyd, D.C.La., 17 F.2d 113, 114. An agreement between two or more parties, [illegible] by which [illegible] assumption by other, in which minds of parties meet and concur in understanding of terms. Lee v. Travelers' Ins. Co. of Hartford, Conn., 173 S.C. 165, 175 S.E. 435. A contract or agreement is either where a promise is made on one side and assented to on the other; or where two or more persons enter into engagements with each other by a promise on either side. 2 Steph.Comm. 54.

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Delivered
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LYMAN, SC 29365
February 14, 2024, 12:55 pm

Notice Left (No Authorized Recipient Available)
LYMAN, SC 29365
February 13, 2024, 1:40 pm

Out for Delivery
LYMAN, SC 29365
February 13, 2024, 7:13 am

Arrived at Post Office
LYMAN, SC 29365
February 13, 2024, 7:02 am

Arrived at USPS Regional Facility
GREENVILLE SC DISTRIBUTION CENTER
February 13, 2024, 2:27 am

Departed Post Office
SIMPSONVILLE, SC 29680
February 12, 2024, 4:57 pm

USPS in possession of item
SIMPSONVILLE, SC 29680
February 12, 2024, 1:13 pm

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☐	☐	Day of **Delivery** Updates ⓘ
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☐	☐	Available for Pickup ⓘ
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Subject We have **Settlement** in **Principal**
From John Reckenbeil <john@johnreckenbeillaw.com>
To Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>, Keri Armstrong <keri@johnreckenbeillaw.com>
Date 2022-11-01 15:21

Sandy,

I think we have a settlement in the case. I think in my last email I made a typo. Back on Oct 5th I wrote you email with Plaintiff counsel own words inserted, that credit card was taken care of, and the Ms. Fisher's final offer was $74,000. Then What I did was I sent you an email on Oct 12th saying that "Ms. Fisher was stuck at $72,000", when It should have read "stuck at $74,000". So that's my fault on the type"o" ; It's not Fisher attempting to squeeze any more. But the amount would be $74,000.

I have reached out to a real estate attorney, to estimates the documents to get Fisher off the property deed and disassociate her from the Corporation should be about $420-$425. If you are doing a mortgage on property as a result of buying out Fisher, the real estate attorney may have to coordinate with the Bank to make sure our documents reflect everything properly. (I know enough that I'm no expert in real estate law).

I will be drawing up all the rest of the settlement documents (Release and stipulation of dismissal, which will include all that we discussed.

Please let me know if you have any questions.

John

John G. Reckenbeil, Esq

LAW OFFICE OF JOHN G. RECKENBEIL, LLC

Physical Address:

114 Renaissance Circle

Mauldin, SC 29662

Mailing Address:

P.O. Box 314

Mauldin, SC 29662

Phone (864) 248-0436

Fax (864) 326-5540

Website: www.johnreckenbeillaw.com

245

https://mail.google.com/mail/u/0/?ui=2&view=btop&ver=1ba4fxwan1295.zip.zip#inbox/FMfcgzGwHVsqrrdcqrdcvbdrcqrdcvbdrcqrdcvbdr

Sandy

On 2023-10-06 11:07, Daniel Hughes wrote:

> Sandy,
>
> To recap our conversation, you are going to provide me proof of the funds you have available to purchase Mereinda's interest in the building as follows:
>
> - $40,000 in savings,
> - $4,000 in cash, and,
> - $0.00 balance on HELOC. Attached is the HELOC mortgage showing a credit limit of $35,000.00.
>
> Please provide to me by October 11, 2023.
>
> Thank you,
>
> Daniel

Daniel R. Hughes

Duggan & Hughes, LLC

457-B Pennsylvania Avenue (29650)

P.O. Box 449

Greer, SC 29652

(864) 334-2500 (main)

Contacts

Search...

Personal Addresses

Collected Recipients

Trusted Senders

From "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com>

To

Add Bcc | Add Reply To | Add Follow-up-To

Subject Re: meeting today

Verdana 10pt

---------- Original Message ----------

Subject: Re: meeting today
Date: 2023-11-29 15:07
From: "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com>
To: Daniel Hughes <dhughes@dugganhughes.com>

As soon as the lawyer can get a closing date.

On 2023-11-29 14:21, Daniel Hughes wrote:

> How soon can you close?
>
> Daniel R. Hughes
> Duggan & Hughes, LLC
> 457-B Pennsylvania Avenue (29650)
> P.O. Box 449
> Greer, SC 29652
> (864) 334-2500 (main)
> (864) 879-0149 (fax)

To » Cc » Bcc »

Send message | Cancel

Editor type: HTML

Subject	From	
RE: J. Mereinda Fisher v. Cynthia Gle[illegible] et al. /Plaintiffs d[illegible]ove...	Daniel Hughes	2024-02-24 09:26
Read: Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs ...	Daniel Hughes	2024-02-23 19:10
Delivered: Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaint...	postmaster@duggar[illegible]ghes.co...	2024-02-23 18:39
Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discove...	Sandy Glenn, LM MBC	2024-02-23 18:38
Re: J. Mereinda Fisher v. Cynthia Glenn, et al. /Plaintiffs discov...	Mereinda Fisher	2024-02-09 13:07
J. Mereinda Fisher v. Cynthia Glenn, et al. Plaintiffs discovery ...	Tilda Burgess	2024-02-06 10:34
Re: meeting today	Sandy Glenn, LM MBC	2023-12-18 22:55
Re: meeting today	Daniel Hughes	2023-12-18 21:34
Re: meeting today	Sandy Glenn, LM MBC	2023-12-18 21:17

59 days

TRUTH C

Subject: Re: meeting today
From: Sandy Glenn, LM MBC 2
To: Daniel Hughes
Date: 2023-12-14 21:17

I really don't have time to go to your office, but I'm happy to respond to email inquiries.

Thank you,

Sandy

On 2023-12-13 09:39, Daniel Hughes wrote:

> Could you come back in to see me so we can finalize a settlement agreement and contract to end this matter? Thanks.
>
> Daniel R. Hughes
> Duggan & Hughes, LLC
> 457-B Pennsylvania Avenue (29650)
> P.O. Box 449
> Greer, SC 29652
> (864) 334-2500 (main)

Subject: Re: meeting today

From: Daniel Hughes

To: Sandy Glenn LM MBC

Date: 2023-12-18 21:34

Sandy,

You cannot represent yourself in this case because the claims are against a corporate entity. That's a fact. It's not being rude. Call the SC bar if you need to verify my license. Carolina Birth Center LLC was dissolved 3.5 months ago. I'll be in touch. Daniel

Sent from my iPhone

Subject **Re: meeting today**

From Daniel Hughes

To Sandy Glenn, LM MBC

Date 2023-12-18 21:34

TRUTH D

Sandy,

You cannot represent yourself in this case because the claims are against a corporate entity. That's a fact. It's not being rude. Call the SC bar if you need to verify my license. Carolina Birth Center LLC was dissolved 3.5 months ago. I'll be in touch. Daniel

Sent from my iPhone

Subject Re: **meeting today**
From Sa[illegible] Glenn, LM MBC
To Dan + Hughes
Date 2023-12-16 21:37

Negotiating on my **behalf** is practicing law, **is** it? Do you know what you're doing? Can I **see** your license (not a bar **membership**)?

Being **rude to** me isn't **really helpful.**

Ps- that LLC has **been** closed for years.

ect: RE: meeting today
om: Daniel Hughes
To: Sandy Glenn, LM M
Date: 2023-12-18 15:21

Sandy,

It's a confidential agreement. Respectfully, Sandy, you are trying to practice law (which you cannot do on behalf of a LLC without a license to practice law) and you do not understand what you are doing.

Daniel R. Hughes
Duggan & Hughes, LLC
457-B Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652
(864) 334-2500 (main)
(864) 879-0149 (fax)
www.dugganhughes.com

NOTICE: This e- attached contains confidential or legally privileged or other exempt from disclosure information intended only for the use of the individual or entity named in error, please delete this message from your system.

Subject: Re: meeting today
From: Sandy Glenn, UH MBC
To: Daniel Hughes
Date: 2023-12-18 14:48

Agreeing to sell the building and agreeing to a voluntary dismissal with prejudice is all that needs to be stated. I can not sign something that is detrimental to the business or makes it look like she was some kind of employee. I believe we can accomplish that is one page.

END

OF

FILING

Misc

From: Sandy Glenn, LM MBC <sandy@carolinawaterbirth.com>
Sent: Monday, June 19, 2023 9:07 PM
To: Daniel Hughes <dhughes@dugganhughes.com>
Subject: Re: Fisher v Glenn

Mr Hughes,

You have been asked not to contact Mr. Reckenbeil regarding this case. He is not the attorney of record and my personal and business information should not be shared with him or his representatives.

I thank you for understanding.

Sandy

On 2023-06-09 10:16, Sandy Glenn, LM MBC wrote:

> Mr. Hughes,
>
> At your earliest convenience, could you please contact me with the progress of this case. I have been receiving conflicting information from Mr. Reckenbeil and have discovered that he never made an appearance as the attorney of record so you will be contacting me directly from here out.
>
> Thank you,
>
> Sandy
>
> 864-329-0010

Re: Fisher v Glenn	Daniel Hughes	2023-09-19 10:03	186 KB
RE: Case 2022[illegible]301799 [illegible]ereinend...	Colleen Lyndell	2023-06-20 08:24	10 KB
RE: Case 2022[illegible]301799 [illegible]ereinend...	Daniel Hughes	2023-06-20 08:19	13 KB
Read: Re: Fisher v Glenn	Daniel Hughes	2023-06-19 21:17	11 KB
Re: Fisher v Glenn	Sandy Glenn, LM MBC	2023-06-19 21:07	0 KB
Delivered: Fisher v Glenn	postmaster@duoganhughes[illegible]	2023-06-09 10:15	37 KB
Fisher v Glenn	Sandy Glenn, LM MBC	2023-06-09 10:15	2 KB

92 days

Contacts

Search...

Personal Addresses

Collected Recipients

Trusted Senders

From "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com> Edit identities

To

Add Cc | Add Bcc | Add Reply-To | Add Followup-To

Subject Fwd: RE: Client Merenda Fisher

B I U Times New R... 12pt

-------- Original Message --------

Subject: RE: Client Merenda Fisher
Date: 2022-04-01 08:39
From: "Daniel Hughes" <dhughes@duggannughes.com>
To: "Sandy Glenn, LM MBC" <sandy@carolinawaterbirth.com>

Sandy,

I need to hear from you or your attorney by the close of business today. Otherwise, we will have to move forward with legal action next week.

Daniel

Daniel R. Hughes
Duggan & Hughes, LLC
4747-B Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652
(864) 334-2500 (main)

To » Cc » Bcc » Send message Cancel Editor type: HTML

Subject Re: meeting today
From Sandy Glenn, LM MBC &
To Daniel Hughes &
Date 2023-10-20 12:55

20231021_083220.jpg (2.6 MB) 20231021_083216.jpg (2.7 MB)

TRUTH G

Attached

On 2023-10-19 10:02, Sandy Glenn, LM MBC wrote:

I haven't heard back. I don't have a lot of time to drive to these banks so I need confirmation.

On 2023-10-07 07:49, Sandy Glenn, LM MBC wrote:

I'm happy to do this as long as Mr. Linde is willing to move forward with the 574k as previously agreed upon.

Thanks,

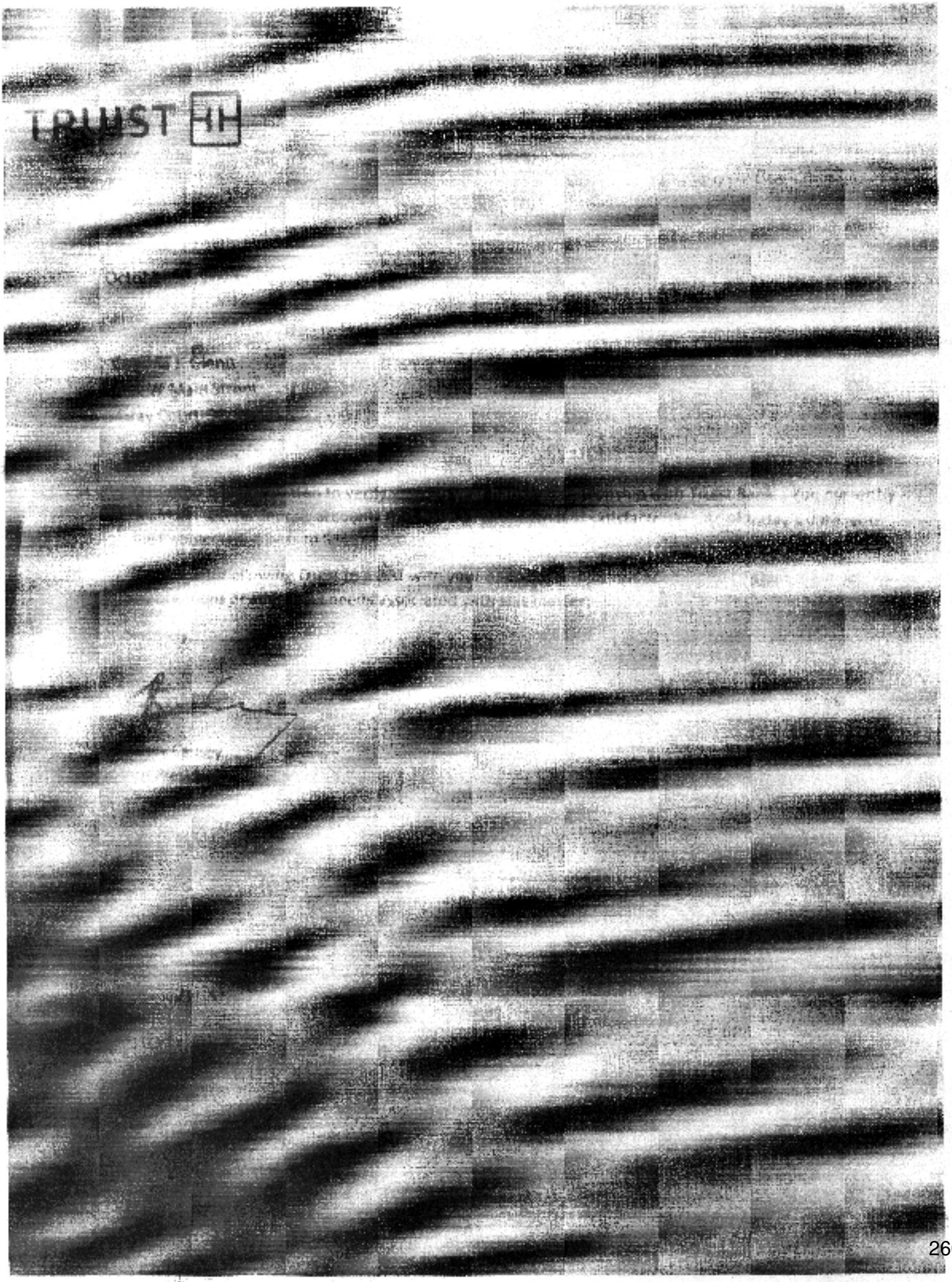
Sandy

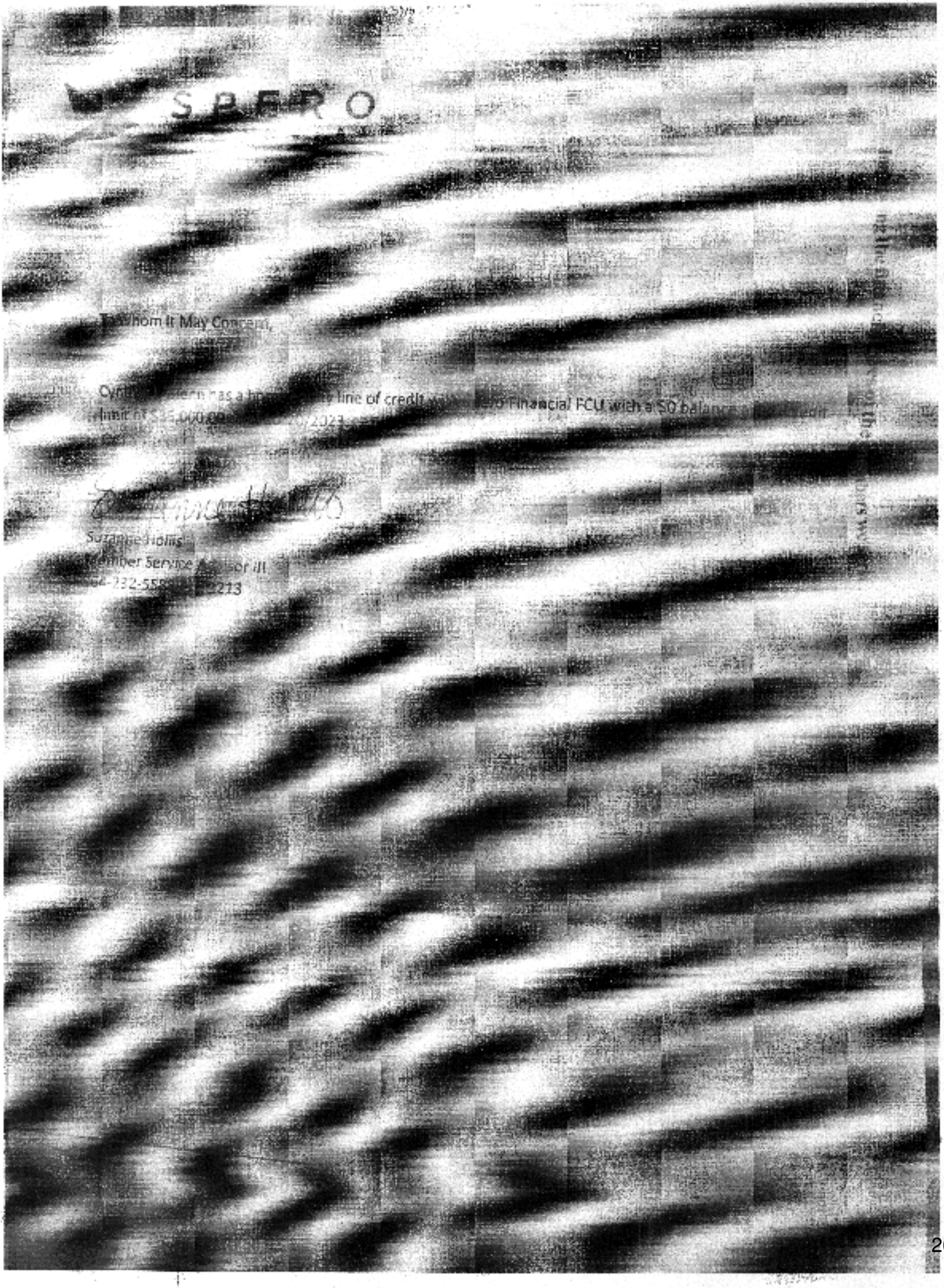
On 2023-10-06 11:17, Daniel Hughes wrote:

Sandy,

To recap our conversation, you are going to provide me proof of the funds you have available to purchase Mr. Linde's interest in the building as follows.

- $40,000 in savings,
- $4,000 in cash, and,
- $0.00 balance on HELOC. Attached is the HELOC mortgage showing a credit limit of $75,000.00.


TRUST


To Whom It May Concern,
Financial FCU with a $0 balance
Suzanne Hollis
Member Service Advisor III
2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	NOTICE OF MOTION AND MOTION TO AMEND COMPLAINT
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.	)	

TO: DEFENDANTS NAMED ABOVE:

PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned counsel, will move before this Court, at a time and place to be designated by the Court, but no sooner than ten (10) days after the service hereof, for an Order granting the Plaintiff leave to amend its Complaint pursuant to Rule 15, of the *South Carolina Rules of Civil Procedure*. Plaintiff seeks to amend its Answer to add a cause of action for judicial dissolution of Fisher and Reid, LLC pursuant to S.C. Code Ann. § 33-44-801(1976, as amended). Attached hereto as **Exhibit "A"** is Plaintiff's proposed Amended Complaint.

I hereby certify that this Motion is meritorious and not intended merely for delay.

DUGGAN & HUGHES, LLC

s/Daniel R. Hughes
Daniel R. Hughes, Esq. (SC Bar #72547)
457-B Pennsylvania Ave. (299650)
Post Office Box 449 *(mailing)*
Greer, South Carolina 29652
Tel: 864-334-2500 or 864-879-0144
Fax: 864-879-0149

ATTORNEYS FOR PLAINTIFF

Dated: May 28, 2024
Greer, South Carolina

ELECTRONICALLY FILED - 2024 May 28 3:58 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

From Public Index

ELECTRONICALLY FILED - 2024 May 30 11:13 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

DUGGAN & HUGHES, LLC
ATTORNEYS AND COUNSELORS AT LAW

Daniel R. Hughes
Evan C. Bramhall
J. Alexander Zimmerman

457-B Pennsylvania Avenue
Greer, South Carolina 29650
Telephone: (864) 879-0144 or (864) 334-2500
Facsimile: (864) 879-0149

Mailing Address
Post Office Box 449
Greer, S.C. 29652

May 29, 2024

Via E-mail to sandy@carolinawaterbirth.com and Regular Mail
Cynthia J. Glenn, individually and as Member of Fisher and Reid, LLC,
and Carolina Birth Center, LLC d/b/a Carolina Water Birth
111 Commons Way
Greenville, SC 29611

Re: J. Mereinda Fisher, individually, and Member of Fisher and Reid, LLC. v. Cynthia J. Glenn, et al.
C.A. No.: 2022-CP-23-01799
File No.: DH22.0053

NOTICE OF HEARING

Dear Sandy:

Please find enclosed the following:

1. Motion to Strike, Motion to Dismiss and Motion to Amend.
2. Motion to Compel.
3. Certificate of Service.

A hearing has been scheduled for the Motions on July 18, 2024 at 9:30AM before the Honorable Perry H. Gravely, Greenville County Courthouse, 305 E. North Street, Greenville, SC 29601.

Sincerely,

DUGGAN & HUGHES, LLC

Daniel R. Hughes

DRH/tab

cc: Mereinda Fisher (via email)

ELECTRONICALLY FILED - 2024 May 30 11:13 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	CERTIFICATE OF SERVICE
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.	)	

I, the undersigned, hereby certify that on the date below, I served upon the Defendants named above, by electronic mail and regular mail Motion to Strike and Motion to Dismiss, Motion to Amend, Motion to Compel and Notice of Hearing to on the person(s) listed below by enclosing a copy of same in an envelope with sufficient postage thereon prepaid in the United States mail, addressed as follows:

Cynthia J. Glenn, individually and as Member of Fisher and Reid, LLC, and
Carolina Birth Center, LLC d/b/a Carolina Water Birth
111 Commons Way
Greenville, SC 29611

and

sandy@carolinawaterbirth.com

By: Tilda A. Burgess

Tilda A. Burgess
Legal Assistant to Daniel R. Hughes, Esquire
457-B Pennsylvania Avenue (29650)
Post Office Box 449
Greer, South Carolina 29652-0449
Telephone: (864) 334-2500
Fax: (864) 879-0149

Dated: May 29, 2024
Greer, South Carolina

ELECTRONICALLY FILED - 2024 Aug 05 3:13 PM - GREENVILLE - COMMON PLEAS - CASE#2024LP2300640

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	LIS PENDENS
Plaintiff,	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
	)	
Defendants.	)	

NOTICE IS HEREBY GIVEN that an action has commenced, and is pending, in this Court, upon a petition of the above-named Plaintiff against the above-named Defendants for the sale of real estate of said premises affected by the aforesaid action were at the time of the commencement of this action, and at the time of filing this Notice, are situated in the State and County aforesaid, and are described as follows, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 9, as shown on a plat entitled "Group Development for White Horse Professional Park" prepared by Precision Land Surveying, Inc. dated March 28, 2005 and recorded in Plat Book 49-Z at page 2 in the ROD Office for Greenville County, South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed to Fisher and Reid, LLC by RAD Investments, LLC by deed dated June 11, 2021 and recorded on June 16, 2021 in Deed Book 2626 at Page 5816 in the ROD Office, Greenville, SC.

TMN: 0237.04-01-009.00 (111 Commons Way, Greenville, SC 29611)

DUGGAN & HUGHES, LLC

/s/ Daniel R. Hughes

Daniel R. Hughes
South Carolina Bar No. 72547
dhughes@dugganhughes.com
457-B Pennsylvania Avenue (29650)
P.O. Box 449
Greer, SC 29652
Tel: (864) 334-2500
(864) 879-0149 (facsimile)
Attorney for Plaintiff

July 29, 2024
Greer, SC

ELECTRONICALLY FILED - 2024 Aug 05 3:13 PM - GREENVILLE - COMMON PLEAS - CASE#2024LP2300640

September 13, 2024

Motion

Case# 2022CP2301799
LP# 2024LP2300640

Cynthia-Jane: Glenn
411 West Main Street, ICO Unit 87
Gray Court, South Carolina 29645

Brice Garret
Greenville County Clerk of Court
305 East North St
Greenville, SC 29601-2121

'24 SEP 16 AM10:26
Brice Garrett CGC GVL SC

Dear Ms. Garrett,

I am resubmitting my filings originally mailed on September 4, 2024. I was not served but I found a Lis Pendens against me in the public index under case number 2024LP2300640. You have suggested that I submit the motion under the case number of an affiliated case. I do not wish to request a hearing regarding the other case only for the Lis Pendens as I believe it is in error.

I have noticed that the rules for Clerk of Court do allow you to accept filings and call or email me regarding deficiencies so that I can make an expedient repair. Considering the great detail used in your reply, I believe it would have been easier for both of us if you had contacted me directly as this would not have clouded the timeline of my response. I could have also remedied the payment by submitting a credit card by phone. Since the date and time can be important to subsequent events and all papers filed with the Clerk of Court must be file stamped to provide a record of when the document was received, I'm sure you can understand my concern about my records/filing being concealed.

You stated,

> *"The proposed order that was submitted was sent in between the order coversheet and the notice. There are also enclosed exhibits and since the documents are mixed together, it was not clear if you intended to file the exhibits with the order or the notice. Please separate documents as to how you are wanting them filed"*

However, when you returned my filing the proposed order was after the proof of service and before the exhibits, which I believe to be the correct sequence. As there was only one coversheet, it seemed clear that the proposed order is part of the motion and not an order directed by the judge. I can find no Rule for the sequence of the filings that expresses where the proposed order should be located within the filing. I am returning the filings with the proposed order now as the last page. If a proposed order is not a required attachment for a motion, please disregard the proposed order.

The exhibits go with the filing captioned "Administrative Notice of Special Appearance by affidavit and Demand" as does the proposed order. As there was only one captioned page with titled caption that could be filed, that is the where I would like for the exhibits to be filed;

ENTERED COMPUTER

basically everything in the envelope you returned is the one filing. If the Court of Common Pleas does not require a proposed order, please disregard that one page.

I am attaching the filing fee as a cashier's check.

Please also take notice that my name is Cynthia-Jane: Glenn ™ .

Have a wonderful day,

Cynthia-Jane: Glenn
w/o Prejudice
Cynthia-Jane: Glenn

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR GREENVILLE COUNTY, STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA	)
IN THE COURT OF COMMON PLEAS	
COUNTY OF GREENVILLE	)
J. Mereinda Fisher, individually, and as	)
Member of Fisher and Reid, LLC	)
Plaintiff,	)
vs.	)
Cynthia J. Glenn, individually, and as	)
Member of Fisher and Reid, LLC, and	)
Carolina Birth Center, LLC d/b/a Carolina	)
Water Birth	)
~~**Defendants in Error,**~~	

CASE 2024LP2300640 / affiliated case 2022-CP-23-01799

Administrative Notice of Special Appearance by Affidavit and Demand

By invitation :Cynthia-Jane; Reid-Glenn: ™ One of we the people, Petitioner, in Fact Sui Juris, Jus Soli

Cynthia has not been served and only has knowledge of these filings from a public index search. Plaintiff has full knowledge of Cynthia's status as a non-citizen and has failed to file in the proper court, follow proper service process or use correct names thereby making service impossible since Cynthia can not accept mailing to an incorrect name.[1] Cynthia has informed the attorney for Plaintiff that email service is not accepted.[2]

Notice of Special Appearance

Comes Now, :Cynthia-Jane; Reid-Glenn: ™ , a non-corporate, natural born, living breathing being, sui juris, with clean hands is filing this Notice of Special Appearance and NOT General Appearance regarding my status and notices the court of Fatal Defects and Errors. Cynthia is not a UNITED STATES Corporate or Federal citizen, not a resident of Greenville or any SOUTH CAROLINA County and does not domicile therein. Respondent hereby Demands that the above captioned case be withdrawn and expunged for lack of jurisdiction.

Therefore there shall not be any presumption of my status as is my right of self determination. Juris is hereby a settled matter. Jurisdiction is hereby challenged. Bring forth the contract or dismiss with extreme

[1] SCRCP RULE 5(b)(1) Service upon the attorney or upon a party shall be made by delivering a copy to him or by mailing it to him ... Delivery of a copy within this rule means: handing it to the attorney or **to the party**;

[2] 2022-05-06-04 SCOSC Order RE: Service by E-Mail in the Trial Courts Appellate Case No. 2022-000029
(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. A lawyer may consent in writing to accept service by e-mail from a self-represented litigant.

3 Cynthia J Glenn ™ patent pending U.S. Patent and Trademark Office serial number '98727973'

prejudice.

Copyright Notice

CYNTHIA J GLENN ™ , Cynthia J Glenn ™ as well as maiden name and all variations thereof are patent pending U.S. Patent and Trademark Office serial number '98727973'. The above-mentioned non corporate entity is quoting citations as purported in context to copyrighted case law, statutes, rules of court and court decision material as found in books published with Federal or state funding supplied by the Citizens of the united States of America. §32 (15 U.S.C. §1114) Any person who shall, without the consent of the registrant— reproduce, counterfeit, copy or colorably imitate a registered mark …shall be liable in a civil action by the registrant. Also this Respondent is going to refer to the term of Rectum Rogare -"to do right; to petition the judge to do right." --Black's Law Dictionary 4th edition.

THIS CASE IS NOT FILED IN THE CORRECT COURT[3]

If Plaintiff wishes to properly file a case against Cynthia-Jane: Glenn ™ , a non-citizen, such filings can only be claimed in an Article IV Court which provides for Diversity of Citizenship, controversy against non-US citizens (Equality before the law). Since Plaintiff alleges that the amount of suit is greater than $75,000, qualification is established.

CHALLENGE NEGATES JURISDICTION

By this Affidavit, Respondent challenges the subject-matter and in personam jurisdiction of this court. Therefore, this court now is without jurisdiction.

JURISDICTION IS NOT WITHIN THE DISCRETION OF COURT

Respondent reminds this court that the matter of jurisdiction is not a matter within the discretion of this court. "A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance," Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409.

JURISDICTION CANNOT BE WAIVED

The principles of waiver, consent, and estoppel do not apply to jurisdictional issues—the actions of the litigants cannot vest a district court with jurisdiction above the limitations provided by the Constitution and

---

[3] A court "generally may not rule on the merits of a case without first determining that it has jurisdiction over the category of claim in the suit (subject-matter jurisdiction) . . . ." Sinochem Int'l Co. Ltd. v. Malaysia Int'l Shipping Corp., 549 U.S. 422, 430–31 (2007). "The burden shifts to the court to prove jurisdiction" Rosemond v. Lambert, 469 F2d 416. "The proponent of the rule has the burden of proof.."
Title 5 U.S.C. §556(d).

Congress. "If the record does not show upon its face the facts necessary to give jurisdiction, they will be presumed not to have existed" Norman v. Zieber, 3 Orat202-03.

JURISDICTION CAN BE RAISED AT ANY TIME[4]

Federal Rule 12(h)(3) states that, "if the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action" Fed. R. Civ. P. 12(h)(3).

ACTS BY COURT A NULLITY[5]

Respondent notices this court that any action taken by the court absent proof of is a nullity. "A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property," Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732.

WHEREAS; the facts and the law contained herein are before this court; and Whereas, the facts and the law contained herein are the Truth; and Whereas, we hold said Truths to be self-evident; and, Whereas, self-evident Truths are undisputed and incontrovertible.

THEREFORE; this court must perform its duty under the Rule of Law, do Justice, Rectum Rogare[6], and dismiss and expunge the above captioned case for lack of jurisdiction without delay for Justice delayed is Justice denied. Respondent hereby Demands that the above captioned case be withdrawn and expunged for lack of jurisdiction.

Declaration of Status and Right of Avoidance

The above-mentioned "real party in interest" hereby declares the status of a "foreign state" as defined in 28 USC Section 1331(b)(1), as "a separate legal person, corporate or otherwise," (in the instant case, "otherwise"), (b)(2),

---

[4] "Jurisdiction can be challenged at any time." and "Jurisdiction, once challenged, cannot be assumed and must be decided" Basso v. Utah Power & Light Co., 495 F2d 906, 910. "Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal" Hill Top Developers v. Holiday Pines Service Corp., 478 So. 2d. 368 (Fla 2nd DCA 1985). "The objection that a federal court lacks subject-matter jurisdiction may be raised by a party, or by a court on its own initiative, at any stage in the litigation, even after trial and the entry of judgment" Arbaugh v. Y & H Corp., 546 U.S. 500, 506 (2006) (citations omitted) (jurisdiction upheld); see also Kontrick v. Ryan, 540 U.S. 443, 455 (2004). On appeal—even for the first time at the Supreme Court—a party may attack jurisdiction after the entry of judgment in the district court, Arbaugh v. Y & H Corp., 546 U.S. 500, 514 (2006). Even the party that had invoked the district court's jurisdiction can argue on appeal, to avoid an adverse judgment, that the district court lacked jurisdiction, 13 Wright & Miller § 3522, pp. 122–23. "Where the question of jurisdiction in the court of the person, the subject matter, or the place where the crime was committed can be raised, in any stage of a criminal proceeding; it is never presumed, but must always be proved; and it is never waved by the respondent," U.S. v. Rogers, District Court Ark.,23 Fed 658 1855.

[5] "Where there is absence of jurisdiction, all administrative and judicial proceedings are a nullity and confer no right, offer no protection, and afford no justification, and may be rejected upon direct collateral attack."
Thompson v. Tolmie, 2 Pet. 157, 7 L.Ed. 381; Griffith v. Frazier, 8 Cr. 9, 3L. Ed. 471. "Jurisdiction is fundamental and a judgment rendered by a court that does not have jurisdiction to hear is void ab initio" In Re Application of Wyatt, 300 P. 132; Re Cavitt, 118 P2d 846. "Thus, where a judicial tribunal has no jurisdiction of the subject matter on which it assumes to act, its proceedings are absolutely void in the fullest sense of the term" Dillon v. Dillon, 187 P 27.

[6] Rectum Rogare - "to do right; to petition the judge to do right." --Black's Law Dictionary 4th edition.

"an organ (a vital part) of a foreign state" and (b)(3), "neither a citizen of a State of the United States as defined in section 1332(c)" (a corporation, an insurer, or the legal representative of a decedent, an infant or an incompetent), "nor created under the laws of any third country."

Furthermore, the above-mentioned "real party in interest" is not an artificial, corporate "person"[7] or **individual**[8] as defined and created by Public Statutes, and is not a juristic person which may be "affected" by Public Statutes; but, is invested with and bears the status, condition and character of "a sovereign without subjects." The above- mentioned "real party in interest" is always and at all times present in his [her] "asylum home state." which is "the common case of the place of birth, domicilium originis," also referred to as Natural Domicile, which is "the same as domicile of origin or domicile by birth," (See Johnson v. Twenty-One Bales, 13 Fed.Cas. 863; Blacks Law Dictionary, 4th edition), which is the source and the seat of his [her] sovereignty and immunity.

Accordingly, the above-mentioned "real party in interest" exercises his [her] Right of Avoidance and hereby rejects the offered commercial venture and declines to fuse with or to animate the above-mentioned Defendant in Error, or to stand as Strawman [Person/**Individual**], which is defined in Barrons Law Dictionary, 4th edition, (1996), as "a term referred to in commercial and property contexts when a transfer is made to a third party, the strawman [person/**individual**], simply for the purpose of retransferring to the transferror in order to accomplish some purpose not otherwise permitted," i.e., obtaining jurisdiction over the above-mentioned "real party in interest" or relying upon the rebuttable presumption that the above-mentioned "real party in interest" is a corporation.

This Declaration of Status constitutes a conclusive presumption, of which the court is bound to take Notice, that the "real party in interest" is Not a corporation; and, the court can exercise no jurisdiction whatsoever over the "real party in interest" or in the above-captioned case, but is duty bound according to the due process of the law, to which the above-mentioned "real party in interest" is a belligerent claimant, and by the Rule of Law to Dismiss it.

Other Case Law and Jurisdictional Challenges

In regard to courts of inferior jurisdiction, "if the record does not show upon its face the facts necessary to give jurisdiction, they will be presumed not to have existed."Norman v. Zieber, 3 Or at 202-03

"Where a person is not at the time a licensee, neither the agency, nor any official has any jurisdiction of said person to consider or make any order. One ground as to want of jurisdiction was, accused was not a licensee and it was not claimed that he was." O'Neil v. Dept Prof. & Vocations 7 CA 2d 398; Eiseman v. Daugherty 6 CA 783

"A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well established law that a void order can be challenged in any court" OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

"Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." Latana v. Hopper, 102 F. 2d 188; Chicago v. New York 37 F Supp. 150

"Where the question of jurisdiction in the court of the person, the subject matter, or the place where the crime was committed can be raised, in any stage of a criminal proceeding; it is never presumed, but must always be proved; and it is never waved by the respondent." U.S. v. Rogers, District Court Ark.,23 Fed 658 1855

"Therefore, it is necessary that the record present the fact establishing the jurisdiction of the tribunal" Lowe v. Alexander 15C 296; People v. Board of Delegates of S.F. Fire Dept 14 C 279

"It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for

---

[7] Genesis 1:26-28 & 2:7, Job 32:21-22, Deuteronomy 1:17, Proverbs 28:21, Mathew 22:16, Galatians 2:6, in the Maccabees, in Ecclesiastes 4:22, 4:27, 10:5, 35:13. It is in any case a sin unto Mighty One to accept the Person. Therefore, it is absolutely against my beliefs and my faith.

[8] **INDIVIDUAL** - Some courts have reasoned that a restrictive signification of the word "individual" is not necessarily inherent, and that it may, in proper cases, include artificial persons. Black's Law Dictionary 913 (4th ed. 1951) (citing State v. Bell Telephone Co., 36 Ohio St. 310, 38 Am. Rep. 583). See Morris v. St. Joseph Medical Center Inc. (In re Fisher), 1996 WL 695401 at *5 (D.Kan. Nov. 27, 1996); In re Mallard Pond, 113 B.R. at 423. Other courts have extended the term "individual" to mean "entity." which is defined at 11 U.S.C. §101(15) to include, among others, persons and governmental units. See, e.g., In re Bair Island Marina & Office Center, 116 B.R. 180, 185 n.2 (Bankr. N.D. Cal. 1990) ("individual" means "entity" as defined in the Bankruptcy Code).

it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him." Endicott v. Perkins, 317 US 501.

"If the court is not in the exercise of its general jurisdiction, but of some special statutory jurisdiction, it is as to such preceding an inferior court, and not aided by presumption in favor of jurisdiction." 1 Smith's Leading Cases, 816

"Inferior courts" are those whose jurisdiction is limited and special and whose proceedings are not according to the course of the common law." Ex Parte Kearny, 55 Cal. 212; Smith v. Andrews, 6 Cal. 652

Statement of Purpose

"...where any state proceeds against a private individual in a judicial forum it is well settled that the state, county, municipality, etc. waives any immunity to counters, cross claims and complaints, by direct or collateral means regarding the matters involved." --Luckenback v. The Thekla, 295 F 1020, 226 U.S. 328; Lyders v. Lund, 32 F2d 308; Dexter v. Kunglig J., 43 F2d 705, 282 US 896; U.S. v. N.C.B.N.Y., 83 F2d 236, 106 ALR 1235, affirmed; Russia v. BTC, 4 F Supp 417, 299 U.S. 563.

This doctrine includes, but is not limited to, challenges to personal, subject matter and territorial jurisdiction, as well as to claims that the forum is not judicial in nature but merely administrative or that the court is proceeding, improperly, against a private individual under the rebuttable presumption that the private individual is a corporate entity or an artificial person upon which the Public Statutes operate, apply or affect.

Furthermore, it is undisputed that the state is acting in its capacity as a commercial entity and is liable for damages according to the following definition of "Sovereign Immunity."

"The state may nevertheless be held liable where the injurious activity was 'proprietary' rather than 'governmental', i.e., where the injury was caused by the state acting in its capacity as a commercial entity rather than that of sovereign." --Barrons Law Dictionary, 4th edition (1996)

Notice of Foreign State Status of the Court

This court, pursuant to the Federal Rules of Civil Procedure (FRCP) Rule 4 (j), is, in fact and at law, a Foreign State as defined in 28 USC Section 1602, et. seq., the Foreign Sovereign Immunity Act of 1976, Pub. L. 94-583 (hereafter FSIA), and, therefore, lacks jurisdiction in the above captioned case. The above-mentioned "real party in interest" hereby demands full disclosure of the true and limited jurisdiction of this court.

Any failure or refusal to disclose the true jurisdiction is a violation of 15 Statutes at Large, Chapter 249 (section 1), enacted July 27, 1868.

Chap. CCXLIX - - An Act concerning the rights of American Citizens in foreign States.[9]

Preamble - Rights of American citizens in foreign states.

Whereas the right of expatriation is a natural and inherent right of all people, indispensable to the enjoyment of the rights of life, liberty, and the pursuit of happiness; and whereas in the recognition of this principle this government has freely received emigrants from all nations, and invested them with the rights of citizenship; and whereas it is claimed that such American citizens, with their descendants, are subjects of foreign states, owing allegiance to the governments thereof; and whereas it is necessary to the maintenance of public peace that this claim of foreign allegiance should be promptly and finally disavowed.

Section I - Right of expatriation declared.

Therefore, Be it enacted by the Senate of the and House of Representatives of the United States of America in Congress assembled, That any declaration, instruction, opinion, order, or decision of any officers of this government which denies, restricts, impairs, or questions the right of expatriation, is hereby declared inconsistent with the fundamental principles of this government.

Section II - Protection to naturalized citizens in foreign states.

And it is further enacted, That all naturalized citizens of the United States, while in foreign states, shall be

[9] Capital Felony Treason by any actor of a foreign state, acting as a public servant, pretending to be government, who denies or deprives, One of we the people of any right given by the Mighty One, listed or written in any international treaty or any constitution of the United States or of any one of the States of the republic.

entitled to, and shall receive from this government, the same protection of persons and property that is accorded to native born citizens in like situations and circumstances.

Section III - Citizens or Subjects of any Foreign State.

As an American, I hereby claim the right of immunity inherent in the 11th amendment. The judicial power shall not be construed to extend to any suit in law or equity, commenced or prosecuted by a Foreign State. This court, by definition a Foreign State, is misusing the name of this Sovereign America Citizen by placing it in all capital letters, misusing my last name, and referring to me, erroneously, as a person[10], which is a term of art meaning a creature of the law, an artificial being, and a Corporation or an ens legis:

Ens Legis. L. Lat. A creature of the law; an artificial being, as contrasted with a natural person. Applied to corporations, considered as deriving their existence entirely from the law. --Blacks Law Dictionary, 4th Edition, 1951.

All complaints and suits against such Corporation or ens legis fall under the aforementioned FSIA and service of process must be made by the clerk of the court, under section 1608(a)(4) of title 28, United States Code, 63 Stat. 111, as amended (22 U.S.C. 2658) [42 FR 6367, Feb. 2, 1977, as amended at 63 FR 16687, Apr. 6, 1998], to the Director of the Office of Special Consular Services in the Bureau of Consular Affairs, Department of State, in Washington, D.C., exclusively, pursuant to 22 CFR Sections 93.1 and 93.2. A copy of the FSIA must be filed with the complaint along with "a certified copy of the diplomatic note of transmittal;" and, "the certification shall state the date and place the documents were delivered." The foregoing must be served upon the Chief Executive Officer and upon the Registered Agent of the designated Corporation or Foreign State.

Municipal, County, or State Courts lack jurisdiction to hear any case under the definition of Foreign State and under all related definitions below. Said jurisdiction lies with the "district court of the United States," established by Congress in the states under Article III of the Constitution, which are "constitutional courts" and has not included the territorial courts created under Article IV, Section 3, Clause 2, which are "legislative" courts. Hornbuckle v. Toombs, 85 U.S. 648, 21 L.Ed. 966 (1873), (See Title 28 USC, Rule 1101), exclusively, under the FSIA Statutes pursuant to 28 USC Section 1330.

It is an undisputed, conclusive presumption that the above-mentioned real party in interest is a not a Corporation who is not registered with any Secretary of State as a Corporation. Pursuant to Rule 12(b)(6), the Prosecuting Attorney has failed to state a claim for which relief can be granted. This is a Fatal Defect, and, therefore, the instant case and all related matters must be Dismissed With Prejudice for lack of in personam, territorial and subject matter jurisdiction, as well as for improper Venue; and, pursuant to the 11th amendment.

Moreover, the process in the above-captioned case is not "regular on its face:"

Regular on its Face -- "Process is said to be 'regular on its face' when it proceeds from the court, officer, or body having authority of law to issue process of that nature, and which is legal in form, and contains nothing to notify, or fairly apprise any one that it is issued without authority,"

Table of Authorities--Person/Individual

"This word 'person' and its scope and bearing in the law, involving, as it does, legal fictions and also apparently natural beings, it is difficult to understand; but it is absolutely necessary to grasp, at whatever cost, a true and proper understanding to the word in all the phases of its proper use . . . A person is here not a physical or individual person, but the status or condition with which he is invested . . . not an individual or physical person, but the status, condition or character borne by physical persons . . . The law of persons is the law of status or condition." --American Law and Procedure, Vol 13, page 137, 1910.

The following case citation declares the undisputed distinction in fact and at law of the distinction between the term "persons", which is the plural form of the term "person," and the word "People" which is Not the plural

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[10] Person

In general usage, a human being (i.e. natural person) though by statute the term may include a firm, labor organizations, partnerships, associations, corporations, legal representative, trusts, trustees in bankruptcy, or receivers. National Labor Relations Act, Section 2(1).

A corporation is a "person" within meaning of equal protection and due process provisions of the United States Constitution.

form of the term person. The above-mentioned real party in interest is Not a subordinate "person," "subject," or "agent," but is a "constituent," in whom sovereignty abides, a member of the Posterity of "We, the People," in whom sovereignty resides, and from whom the government has emanated:

"The sovereignty of a state does not reside in the persons who fill the different departments of its government, but in the People, from whom the government emanated; and they may change it at their discretion. Sovereignty, then in this country, abides with the constituency, and not with the agent; and this remark is true, both in reference to the federal and state government." (Persons are not People). --Spooner v. McConnell, 22 F 939, 943:

"Our government is founded upon compact. Sovereignty was, and is, in the people" --Glass v. Sloop Betsey, supreme Court, 1794.

"People of a state are entitled to all rights which formerly belong to the King, by his prerogative." --supreme Court, Lansing v. Smith, 1829.

"The United States, as a whole, emanates from the people ... The people, in their capacity as sovereigns, made and adopted the Constitution ..." --supreme Court, 4 Wheat 402.

"The governments are but trustees acting under derived authority and have no power to delegate what is not delegated to them. But the people, as the original fountain might take away what they have delegated and entrust to whom they please. The sovereignty in every state resides in the people of the state and they may alter and change their form of government at their own pleasure."--Luther v. Borden, 48 US 1, 12 LEd 581.

"While sovereign powers are delegated to ... the government, sovereignty itself remains with the people " -- Yick Wo v. Hopkins, 118 U.S. 356, page 370.

"There is no such thing as a power of inherent sovereignty in the government of the United States In this country sovereignty resides in the people, and Congress can exercise no power which they have not, by their Constitution entrusted to it: All else is withheld." -- Julliard v. Greenman, 110 U.S. 421.

"In common usage, the term 'person' does not include the sovereign, and statutes employing the word are ordinarily construed to exclude it." -- Wilson v. Omaha Indian Tribe 442 US 653, 667 (1979).

"Since in common usage the term 'person' does not include the sovereign, statutes employing that term are ordinarily construed to exclude it." -- U.S. v. Cooper, 312 US 600,604, 61 SCt 742 (1941).

"In common usage, the term 'person' does not include the sovereign and statutes employing it will ordinarily not be construed to do so." --U.S. v. United Mine Workers of America, 330 U.S. 258, 67 SCt 677 (1947).

"Since in common usage, the term 'person' does not include the sovereign, statutes employing the phrase are ordinarily construed to exclude it." --US v. Fox 94 US 315.

"In common usage the word 'person' does not include the sovereign, and statutes employing the word are generally construed to exclude the sovereign." --U.S. v. General Motors Corporation, D.C. Ill, 2 F.R.D. 528, 530:

The following two case citations declare the undisputed doctrine, in fact and at law, that the word (term of art) "person" is a "general word," and that the "people," of whom the above-mentioned "real party in interest" is one, "are Not bound by general words in statutes." Therefore, statutes do not apply to, operate upon or affect the above-mentioned "real party in interest:"

"The word 'person' in legal terminology is perceived as a general word which normally includes in its scope a variety of entities other than human beings., --Church of Scientology v. US Department of Justice 612 F2d 417, 425 (1979).

"The people, or sovereign are not bound by general words in statutes, restrictive of prerogative right, title or

interest, unless expressly named. Acts of limitation do not bind the King or the people. The people have been ceded all the rights of the King, the former sovereign It is a maxim of the common law, that when an act is made for the common good and to prevent injury, the King shall be bound, though not named, but when a statute is general and prerogative right would be divested or taken from the King (or the People) he shall not be bound." --The People v. Herkimer, 4 Cowen (NY) 345, 348 (1825):

"In the United States, sovereignty resides in people. --Perry v. U.S. (294 US 330).

"A Sovereign is exempt from suit, not because of any formal conception or obsolete theory, but on the logical and practical ground that there can be no legal Right as against the authority that makes the law on which the Right depends." --Kawananakoa v. Polyblank, 205 U.S. 349, 353, 27 S. Ct. 526, 527, 51 L. Ed. 834 (1907).

Table of Authorities--Subject Matter Jurisdiction

In a court of limited jurisdiction, whenever a party denies that the court has subject-matter jurisdiction, it becomes the duty and the burden of the party claiming that the court has subject matter jurisdiction to provide evidence from the record of the case that the court holds subject-matter jurisdiction. Bindell v City of Harvey, 212 Ill.App.3d 1042, 571 N.E.2d 1017 (1st Dist. 1991) ("the burden of proving jurisdiction rests upon the party asserting it.").

Until the plaintiff submits uncontroversial evidence of subject-matter jurisdiction to the court that the court has subject-matter jurisdiction, the court is proceeding without subject-matter jurisdiction. Loos v American Energy Savers, Inc., 168 Ill.App.3d 558, 522 N.E.2d 841(1988)("Where jurisdiction is contested, the burden of establishing it rests upon the plaintiff.").

The law places the duty and burden of subject-matter jurisdiction upon the plaintiff. Should the court attempt to place the burden upon the defendant, the court has acted against the law, violates the defendant's due process rights, and the judge under court decisions has immediately lost subject-matter jurisdiction. In a court of limited jurisdiction, the court must proceed exactly according to the law or statute under which it operates. Flake v Pretzel, 381 Ill. 498, 46 N.E.2d 375 (1943) ("the actions, being statutory proceedings, ...were void for want of power to make them.") ("The judgments were based on orders which were void because the court exceeded its jurisdiction in entering them. Where a court, after acquiring jurisdiction of a subject matter, as here, transcends the limits of the jurisdiction conferred, its judgment is void."); Armstrong v Obucino, 300 Ill. 140, 143, 133 N.E. 58 (1921) ("The doctrine that where a court has once acquired jurisdiction it has a right to decide every question which arises in the cause, and its judgment or decree, however erroneous, cannot be collaterally assailed, is only correct when the court proceeds according to the established modes governing the class to which the case belongs and does not transcend in the extent and character of its judgment or decree the law or statute which is applicable to it." In Interest of M.V., 288 Ill.App.3d 300, 681 N.E.2d 532 (1st Dist. 1997) ("Where a court's power to act is controlled by statute, the court is governed by the rules of limited jurisdiction, and courts exercising jurisdiction over such matters must proceed within the strictures of the statute."); In re Marriage of Milliken, 199 Ill.App.3d 813, 557 N.E.2d 591 (1st Dist. 1990) ("The jurisdiction of a court in a dissolution proceeding is limited to that conferred by statute."); Vulcan Materials Co. v. Bee Const. Co., Inc., 101 Ill.App.3d 30, 40, 427 N.E.2d 797 (1st Dist. 1981) ("Though a court be one of general jurisdiction, when its power to act on a particular matter is controlled by statute, the court is governed by the rules of limited jurisdiction.").

"There is no discretion to ignore that lack of jurisdiction." Joyce v. US, 474 F2d 215.

"A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732.

"Jurisdiction is fundamental and a judgment rendered by a court that does not have jurisdiction to hear is void ab initio." In Re Application of Wyatt, 300 P. 132; Re Cavitt, 118 P2d 846.

"Thus, where a judicial tribunal has no jurisdiction of the subject matter on which it assumes to act, its proceedings are absolutely void in the fullest sense of the term." Dillon v. Dillon, 187 P 27.

"A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409.

"A departure by a court from those recognized and established requirements of law, however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction." Wuest v. Wuest, 127 P2d 934, 937.

"Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of juris." Merritt v. Hunter, C.A. Kansas 170 F2d 739. "the fact that the petitioner was released on a promise to appear before a magistrate for an arraignment, that fact is circumstance to be considered in determining whether in first instance there was a probable cause for the arrest." Monroe v. Papa, DC, Ill. 1963, 221 F Supp 685.

"Jurisdiction, once challenged, is to be proven, not by the court, but by the party attempting to assert jurisdiction. The burden of proof of jurisdiction lies with the asserter." See McNutt v. GMAC, 298 US 178. The origins of this doctrine of law may be found in Maxfield's Lessee v. Levy, 4 US 308.

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"Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action." Melo v. US, 505 F2d 1026.

"The law provides that once State and Federal jurisdiction has been challenged, it must be proven." --Main v. Thiboutot, 100 S. Ct. 2502 (1980).

"Once jurisdiction is challenged, it must be proven." --Hagens v. Lavine, 415 U.S. 533.

"Where there is absence of jurisdiction, all administrative and judicial proceedings are a nullity and confer no right, offer no protection, and afford no justification, and may be rejected upon direct collateral attack." --Thompson v. Tolmie, 2 Pet. 157, 7 L.Ed. 381; Griffith v. Frazier, 8 Cr. 9, 3L. Ed. 471.

"No sanctions can be imposed absent proof of jurisdiction." --Standard v. Olsen, 74 S. Ct. 768; Title 5 U.S.C., Sec. 556 and 558 (b).

"The proponent of the rule has the burden of proof." --Title 5 U.S.C., Sec. 556 (d).

"Jurisdiction can be challenged at any time, even on final determination." --Basso v. Utah Power & Light Co., 495 2nd 906 at 910.

"Mere good faith assertions of power and authority (jurisdiction) have been abolished. --Owens v. The City of Independence,

"A departure by a court from those recognized and established requirements of law, however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction." --Wuest v. Wuest, 127 P2d 934, 937.

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Table of Authorities--Lack of Judicial Immunity

Thus, neither Judges nor Government attorneys are above the law. See United States v. Isaacs, 493 F. 2d 1124, 1143 (7th Cir. 1974). In our judicial system, few more serious threats to individual liberty can be imagined than a corrupt judge or judges acting in collusion outside of their judicial authority with the Executive Branch to deprive a citizen of his rights.

In The Case of the Marshalsea, 77 Eng. Rep. 1027 (K.B. 1613), Sir Edward Coke found that Article 39 of the Magna Carta restricted the power of judges to act outside of their jurisdiction such proceedings would be void, and actionable.

When a Court has (a) jurisdiction of the cause, and proceeds inverso ordine or erroneously, there the party who sues, or the officer or minister of the Court who executes the precept or process of the Court, no action lies against them. But (b) when the Court has not jurisdiction of the cause, there the whole proceeding is before a person who is not a judge, and actions will lie against them without any regard of the precept or process . . . Id. 77 Eng. Rep. at 1038-41.

A majority of states including Virginia (see, Va. Code 8.01-195.3(3)), followed the English rule to find that a judge had no immunity from suit for acts outside of his judicial capacity or jurisdiction. Robert Craig Waters, 'Liability of Judicial Officers under Section 1983' 79 Yale L. J. (December 1969), pp 326-27 and 29-30).

Also as early as 1806, in the United States there were recognized restrictions on the power judges, as well as the placing of liability on judges for acts outside of their jurisdiction. In Wise v. Withers, 7 U.S. (3 Cranch) 331 (1806), the Supreme Court confirmed the right to sue a judge for exercising authority beyond the jurisdiction authorized by statute.

In Stump v. Sparkman, 435 U.S. 349 at 360 (1978), the Supreme Court confirmed that a judge would be immune from suit only if he did not act outside of his judicial capacity and/or was not performing any act expressly prohibited by statute. See Block, Stump v Sparkman and the History of Judicial Immunity, 4980 Duke L.J. 879 (1980).

Judicial immunity may only extend to all judicial acts within the courts jurisdiction and judicial capacity, but it does not extend to either criminal acts, or acts outside of official capacity or in the 'clear absence of all jurisdiction.' see Stump v. Sparkman 435 U.S. 349 (1978).

"When a judge knows that he lacks jurisdiction, or acts in the face of clearly valid Constitutional provisions or valid statutes expressly depriving him of jurisdiction or judicial capacity, judicial immunity is lost." --Rankin v. Howard 633 F.2d 844 (1980), Den Zeller v. Rankin, 101 S.Ct. 2020 (1981).

As stated by the United States Supreme Court in Piper v. Pearson, 2 Gray 120, cited in Bradley v. Fisher, 13 Wall. 335, 20 L.Ed. 646 (1872), 'where there is no jurisdiction, there can be no discretion, for discretion is incident to jurisdiction.'

The constitutional requirement of due process of the law is indispensable:
"No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived or life, liberty or property, without due process of law; nor shall private property be taken for public use without just compensation." Article V, National Constitution.

"A judgment can be void . . . where the court acts in a womanner contrary to due process." --Am Jur 2d, Section 29 Void Judgments, p. 404.

"Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of juris." --Merritt v. Hunter, C.A. Kansas 170 F2d 739.

"Moreover, all proceedings founded on the void judgment are themselves regarded as invalid." --Olson v. Leith 71 Wyo. 316, 257 P.2d 342.

"In criminal cases, certain constitutional errors require automatic reversal," see State v. Schmit, 273 Minn. 78, 88, 139 N.W.2d 800, 807 (1966).

Table of Authorities--Reciprocal Immunity and Foreign Agent Registration

United States International Organizations Immunities Act,
Public Law 79-291, 29 December 1945
(Public Law 291-79th Congress)

Title I
Section 2.

(b) International organizations, their property and their assets, wherever located and by whomsoever held, shall enjoy the same immunity from suit and every form of Judicial process as is enjoyed by foreign governments, except to the extent that such organizations may expressly waive their immunity for the purpose of any proceedings or by the terms of any contract.

(d) In so far as concerns customs duties and internal-revenue taxes imposed upon or by reason of importation, and the procedures in connection therewith; the registration of foreign agents; and the treatment of official communications, the privileges, exemptions, and immunities to which international organizations shall be entitled shall be those accorded under similar circumstances to foreign governments.

Section 9.

The privileges, exemptions, and immunities of international organizations and of their officers and employees, and members of their families, suites, and servants, provided for in this title, shall be granted notwithstanding the fact that the similar privileges, exemptions, and immunities granted to a foreign government,

its officers, or employees, may be conditioned upon the existence of reciprocity by that foreign government: Provided, That nothing contained in this title shall be construed as precluding the Secretary of State from withdrawing the privileges, exemptions, and immunities herein provided from persons who are nationals of any foreign country on the ground that such country is failing to accord corresponding privileges, exemptions, and immunities to citizens of the United States.

Also see 22 USC Section 611 - Foreign Relations and Intercourse, and, 22 USC Section 612, Registration statement, concerning the absolute requirement of registration with the Attorney General as a "foreign principal," due to the undisputed status of the court and its alleged officers and employees as Foreign Agents, described supra. This requirement shall be deemed to include, but is not limited to, an affidavit of non-communist association.

by _____
Cynthia-Jane; Reid-Glenn: ™
Without Prejudice
Sui Juris, Jus Soli, a living soul

And witnessed as an Affidavit of Truth

Signed before me this 4th Day of September 2024. Notary for the State of SOUTH CAROLINA, County of Anderson.

_____ (seal)

GAYLING W. FOX
Notary Public, State of South Carolina
My Commission Expires
January 31, 2034

Exhibit 1

February 1, 2024

From: Cynthia-Jane: Glenn
ICO 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: Janet-Mereinda: Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com

Dear Mrs. Fisher,

Per our agreement, I am preparing to finalize the purchase of your portion of the property located at 111 Commons Way, Greenville South Carolina.

Despite many delays in the paperwork process, I have continued to possess and maintain all fees and cost associated with the property. Enclosed please find details of the closing.

Thank you,

Cynthia-jane: glenn

Cynthia-Jane: Glenn

February 1, 2024

Notice to agent is notice to principal, notice to principal is notice to agent.

Conditional Acceptance and Property Closing

From: Cynthia-Jane: Glenn
c/o 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: J. Mereinda Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com
~~Certified mail~~, return receipt requested # Registered Mail

With Completion of Service and designation of Witnesses To:

1. Merrick E Garland, United States Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001
Certified mail, return receipt requested # 9589 0710 5270 0784 0168 98

3. Chris Cogdill
Cogdill Law Firm
1318 Haywood Road, Bldg E
Greenville SC 29615
Certified mail, return receipt requested # 9589 0710 5270 0784 0168 81

REGARDING: Agreement of the sell portions of property owned by J. Mereinda Fisher ("Fisher") at 111 Commons Way, Greenville South Carolina (Tax Map # 0237040100900); hereafter termed "Property" currently jointly owned by Fisher and Cynthia-Jane:Glenn ("Glenn").

No dispute is current or active involving your offer and acceptance is contingent on the conditions in this affidavit. Cynthia-Jane: Glenn does not wish to abandon previous agreements and hereby proceeds with honor and good faith by submitting payment to finalize the purchase.

Be It Known: The Conditional Acceptance to your offer establishes a Common Law- Contract between us and also under the Postal rule.[1]

Section A – Fact and Events:

1. J. Mereinda Fisher and Cynthia-Jane: Glenn purchased Property at 111 Commons way in June 2021 each contributing $70,000.00 and half of closing cost.

2. Fisher was the representative for Fisher-Reid, LLC; a corporation created to for the purpose of maintaining the building and any future for-profit ventures; "Fisher" and "Reid" being the maiden names of Cynthia-Jane: Glenn and J. Mereinda Fisher, this LLC was maintained by both Fisher and Glenn.

3. Cynthia-Jane: Glenn was the sole owner of Carolina Birth Center (CBC), a birth center licensed by The Department of Health since 2005. Fisher and Reid each maintained their own separate home birth practices.

4. CBC leased the Property from Fisher-Reid, LLC and Mereinda Fisher contracted with CBC for her professionally licensed services. Since CBC could not function as a birth center while awaiting an inspection from the Department of Health, Fisher used her professional license to assist Glenn with home births.

5. Fisher and Reid, LLC began improvements on the Property in preparation for use by the new tenant.

6. In January, 2022, Fisher began expressing that she was unsure of her level of commitment about being a full time contractor at CBC. In a phone conversation on March 6, 2022 Fisher offered three times to "I promise I will sell you the property for exactly what I put in to it." Glenn accepted the offer by agreeing to pay Fisher $80,000 which she estimated was Fisher's investment minus the prepayment to Fisher for services she did not render.

7. In March 2022, Glenn was served SUMMONS and COMPLAINT Fisher v. Glenn et al 2022CP2301799. Glenn hired a consulting attorney to negotiate and Glenn proceeded to do a full accounting of funds exchanged during the short joint venture of the participants. Glenn was able to verify that Fisher's actual investment minus prepayment for services not rendered was $62,191.00 and that Fisher was paid 47,260 over the six months in which she functioned as a subcontractor.

8. On October 05, 2022 Fisher offered to voluntarily dismiss Fisher v. Glenn et al 2022CP2301799 with prejudice and to sell her portion of the building for $74,000. Glenn accepted the offer and it was decided that the Cogdill Law Firm should be used for the closing of the sale because they were the closing attorneys for the original purchase.

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[1] "The postal rule (also known as the mailbox rule or 'deposited acceptance rule") is a term of common law-contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The mailbox rule is an exception to the general principle. The mailbox rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. One rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeror. The main effect of the mailbox rule is that the risk of acceptance being delivered late or lost in the post is placed upon the offeree. If the offeror is reluctant to accept the risk, he can always require actual receipt before being legally bound."

9. On October 6, 2023, Glenn met personally with Daniel Hughes, attorney of record for Fisher. At this meeting Hughes confirmed that Fisher had agreed to the sale her of her portion of the Property for $74,000 and the conditions of voluntary dismissal with prejudice. Hughes requested a timeline for funds available and was informed that closing could happen immediately. It was explained that the funds were immediately available via $35,000 HELOC, $35,000 personal savings and $4,000 cash. Hughes demanded proof thereof which was provided on October 23, 2023 by letters of confirmation from Truist and Spero financial institutions. On November 29, 2023 Hughes again asked when closing could occur and Glenn again verified that she was willing to proceed as soon as Cogdill Law Firm had an opening.

10. Since Fisher's departure in March 2022, Glenn has exercised dominion and remains in possession of the Property as evidenced by paying of all expenses associated with the Property including improvements, maintenance, insurance, property management fees and taxes without the assistance of Fisher or Fisher and Reid, LLC. Fisher has completely abandoned all responsibility associated with the property.

11. Glenn has previously paid Fisher cash as prepaid for rent on the property for 2021, paid by check for the year 2022 and applied a credit towards on her 1099 for rent in 2023. Glenn is including payment for the settlement of the lease for the dates 1/1/2024-1/1/2027.

Section B – Fulfillment of Agreement

Per the agreement between Glenn and Fisher and the contract created by this registered signature, a payment in the amount of $74,000.00 is being sent to Cogdill Law Firm via indorsed 1099-A which can be processed with forms 1099-OID, 1096, 1040V accordingly and filed with the United States Treasury OR Cogdill Law Firm may return the 1099-A to Glenn after a closing date is set and request a replacement payment from Glenn in the form of a cashier's checks or money order.

An additional cashier's check is being sent to Fisher-Reid LLC to cover rent for the remainder of rental agreement.

At the time of closing, Fisher and Glenn shall each pay half of closing attorney fees for standard closing services lawfully required by the State of South Carolina. The fees and costs related to the Closing shall include a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property. At that time, Fisher shall also present Glenn with an original clerk-of-court, time-stamped and notarized affidavit of voluntary dismissal and consent letter to dismiss all accusations with prejudice.

If given a one week notice, Glenn is usually available on Monday, Thursday or Friday for closing procedures and can be contacted directly by email or telephone.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

All correspondence sent back must be from a notarized affidavit of truth by an individual human swearing under oath the truth and accuracy of each point.

As this matter is outstanding, FAILURE TO RESPOND WILL CONSTITUTE AQUIESCENCE at which time Glenn may place a claim of ownership, right and title and/or claim of lien[2] upon Fisher or any of her properties until such time as the terms of this agreement are fulfilled.

Section C – Limitations of Time

From the point of signature of receipt of this Conditional Acceptance, as per the postal code listed above, all matters in this contract must be addressed and fully dispatched within 60 days, otherwise this matter will be considered settled.[3]

Closing procedures may be rescheduled for conflicts up to 21 days after the expiration of Limitations of Time in Section C provided that an initial closing date has been scheduled prior to the expiration of limitations described in Section C.

If Cogdill Law Firm does not accept this assignment, Fisher shall be given a 14 day extension to find an attorney to conduct the closing.

Avouchment

I, Cynthia-Jane: Glenn, do hereby avow that based upon my firsthand knowledge and information relayed to me from research, this Conditional Acceptance, is true, accurate and correct to the best of my knowledge, information and belief and conveys the conditions set forth as intended by me.

Cynthia-Jane: Glenn, ben without prejudice, Date: 2/11/24

Cynthia-Jane: Glenn

Sworn before me, Linda Fowler,

this 12 day of February, 2024.

In the state of South Carolina. My commission expires 2.15.2027.

[seal]

[2] Shadach v. Family Finance Corp., 395 U.S. 337 (1969) *"The ability to place a lien upon a man's property such as to temporarily deprive him of its beneficial use without any judicial determination of probable cause dates back not only to medieval England, but also to Roman times."*

[3] UCC § 3-603. TENDER OF PAYMENT (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract. (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

Section D – Definitions:

ACQUIESCENCE. Acquiescence from which assent may be reasonably inferred. Frank v. Wilson & Co., 24 Del.Ch. 237, 9 A.2d 82, 86. Equivalent to assent inferred from silence with knowledge or from encouragement and presupposes knowledge and assent. Andrew v. Rivers, 207 Iowa 343, 223 N.W. 102, 105. Failure to make any objections. Scott v. Jackson, 89 Cal. 258, 26 P. 898. Submission to an act of which one had knowledge. See Pence v. Langdon, 99 U.S. 578, 25 L.Ed. 420. Knowledge without objection. Indiana Harbor Belt R. Co. v. Jones, 220 Ind. 139, 41 N.E.2d 361, 363. It arises where a person who knows that he is entitled to impeach a transaction or enforce a right neglects to do so for such a length of time that, under the circumstances of the case, the other party may fairly infer that he has waived or abandoned his right. Norfolk & W. R. Co. v. Perdue, 40 W.Va. 442, 21 S.E. 755. Acquiescence and laches are cognate but not equivalent terms. The former is a submission to, or resting satisfied with, an existing state of things, while laches implies a neglect to do that which the party ought to do for his own benefit or protection. Hence laches may be evidence of acquiescence. Laches imports a merely passive assent, while acquiescence implies active assent. In re Wilbur's Estate, 334 Pa. 45, 5 A.2d 325, 331. "Acquiescence" is synonymous with "abandonment". Sclawr v. City of St. Paul, 132 Minn. 238, 156 N.W. 263, 264, and is distinguished from "admission". Saunders v. BuschEverett Co., 138 La. 1049, 71 So. 153, 154;

OFFER. An act on the part of one person whereby he gives to another the legal power of creating the obligation called contract. In re Larney's Estate, 148 Misc. 871, 266 N.Y.S. 564. An offer, as an element of a contract, is a proposal to make a contract. It must be made by the person who is to make the promise, and it must be made to the person to whom the promise is made. It may be made either by words or by signs, either orally or in writing, and either personally or by a messenger; but in whatever way it is made, it is not in law an offer until it comes to the knowledge of the person to whom it is made; Langd.Contr. 151; 6 H.L.Cas. 112. See Sunburst Oil & Gas Co. v. Neville, 79 Mont. 550, 257 P. 1016, 1019

ACCEPT. Admit and agree to; accede to or consent to; receive with approval; adopt; agree to. Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482, 483. Street committee's and city engineer's reports. City of Morehead v. Blair, 243 Ky. 84, 47 S.W.2d 741, 742. Means something more than to receive, meaning to adopt, to agree to carry out provisions.

ACCEPTANCE. The act of a person to whom a thing is offered or tendered by another, whereby he receives the thing with the intention of retaining it, such intention being evidenced by a sufficient act. JEtna Inv. Corporation v. Chandler Landscape & Floral Co., 227 Mo.App. 17, 50 S.W.2d 195, 197. The exercise of power conferred by an offer by performance of some act. In re Larney's Estate, 266 N.Y.S. 564, 148 Misc. 871. A "conditional acceptance" is in effect a statement that the offeree is willing to enter into a bargain differing in some respects from that proposed in the original offer. The conditional acceptance is, therefore, itself a counter offer. Hoskins v. Michener, 33 Idaho, 681, 197 P. 724. Morris F. Fox & Co. v. Lisman, 208 Wis. 1, 237 N.W. 267, 271. Worley v. Holding Corporation, 348 Ill. 420, 181 N.E. 307, 309.

AGREEMENT. In law a concord of understanding and intention between two or more parties with respect to the effect upon their relative rights and duties, of certain past or future facts or performances; the consent of two or more persons concurring respecting the transmission of some property, right, or benefits, with the view of contracting an obligation, a mutual obligation. Bac.Abr.; Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482. A compact between parties who are thereby subjected to the obligation or to whom the contemplated right is thereby secured. People v. Mills, 160 Misc. 730, 290 N.Y.S. 48, 52.

BAD FAITH. The opposite of "good faith," generally implying or involving actual or constructive fraud, or a design to mislead or deceive another, or a neglect or refusal to fulfill some duty or some contractual obligation, not prompted by an honest mistake as to one's rights or duties, but by some interested or sinister motive. State v. Griffin, 100 S.C. 331, 84 S.E. 876, 877; Penn Mut. L. Ins. Co. v. Mechanics' Savings Bank & Trust Co., C.C.A.Tenn., 73 F. 653, 19 C.C.A. 316, 38 L.R.A. 33, 70; Spiegel v. Beacon Participations, 297 Mass. 398, 8 N.E.2d 895, 907

LIEN. obligation, tie, duty or claim annexed to or attaching upon property by the common law, equity, contract or statute, without satisfying which such property cannot be lawfully demanded by another, Landis Mach. Co. v. Omaha Merchants Transfer Co., 142 Neb. 389, 9 N.W.2d 198, 203, right to enforce charge upon property of another for payment or satisfaction of debt or claim, Vaughan v. John Hancock Mut. Life Ins. Co., Tex.Civ.App., 61 S.W.2d 189, 190; Day v. Ostergard, 146 Pa.Super. 27, 21 A.2d 586, 588. Right to retain property for payment of debt or demand. Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1006; Hule v. Soo Hoo, 132 Cal.App.Supp., 787, 22 P.2d 808. Security for a debt, duty or other obligation, Hurley v. Boston R. Holding Co., 315 Mass. 591, 54 N.E.2d 183, 193. A "lien" is not a property in or right to the thing itself, but constitutes a charge or security thereon. Koenig v. Leppert-Roos Fur Co., Mo.App., 260 S.W. 756, 758; Steagall-Chealrs Fertilizer Co. v. Bethume Mule Co., 181 Ala. 250, 61 So. 274, 275; Powers v. Fidelity & Deposit Co. of Maryland, 180 S.C. 501, 186 S.E. 523, 530.

Claim of Lien: LIEN. right to enforce charge upon property of another for payment or satisfaction of debt or claim, Vaughan v. John Hancock Mut. Life Ins. Co., Tex.Civ.App., 61 S.W.2d 189, 190; Day v. Ostergard, 146 Pa.Super. 27, 21 A.2d 586, 588. Right to retain property for payment of debt or demand. Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1006; Hule v. Soo Hoo, 132 Cal.App.Supp., 787, 22 P.2d 808. Security for a debt, duty or other obligation, Hurley v. Boston R. Holding Co., 315 Mass. 591, 54 N.E.2d 183, 193;

CLAIM OF OWNERSHIP, RIGHT AND TITLE. As regards adverse possession, claim of land as one's own to hold it for oneself. Peters v. Gillund, Tex.Civ.App., 136 S.W.2d 1015, 1020. Claim of right, claim of title and claim of ownership are synonymous. Ewing v. Tanner, 193 S.E. 243, 247, 184 Ga. 773. City of Rock Springs v. Sturm, 39 Wyo. 494, 273 P. 908, 911.

EXERCISED DOMINION. Open acts and conduct relative to land as evidence claim of the right of absolute possession, use, and ownership. Whelan v. Henderson, Tex.Civ.App., 137 S.W.2d 150, 153 150, 153 DOMINION. Ownership, or right to property or perfect or complete property or ownership. Whelan v. Henderson, Tex.Civ.App., 137 S.W.2d 150, 153. Title to an article of property which arises from the power of disposition and the right of claiming it. Baker v. Westcott, 73 Tex. 129, 11 S.W. 157, 8 East. 579. See, also, State v. Johnson, 34 S.D. 601, 149 N.W. 730, 734

ABANDON. To desert, surrender, forsake, or cede. To relinquish or give up with intent of never again resuming one's right or interest. Burroughs v. Pacific Telephone & Telegraph Co., 220 P. 152, 155, 109 Or. 404. To give up or to cease to use. Southern Ry. Co. v. Commonwealth, 105 S.E. 65, 67, 128 Va. 176. To give up absolutely; to forsake entirely; to renounce utterly; to relinquish all connection with or concern in; to

desert. Commonwealth v. Louisville & N. R. Co., 258 S.W. 101, 102, 201 Ky. 670. It includes the intention, and also the external act by which it is carried into effect.

ABANDONMENT. The surrender, relinquishment, disclaimer, or cession of property or of rights. Stephens v. Mansfield, 11 Cal. 363 (land); Munsey v. Marnet Oil & Gas Co. (Tex.Civ.App.) 199 S.W. 686, 689 (oil lease); Shepard v. Alden, 201 N.W. 537, 539, 161 Minn. 135, 39 A.L.R. 1094 (bowling alleys). Union Grain & Elevator Co. v. McCammon Ditch Co., 240 P. 443, 445, 41 Idaho 216 (water rights).

GOOD FAITH. Honesty of intention, and freedom from knowledge of circumstances which ought to put the holder upon inquiry. Siano v. Helvering, D.C.N.Y., 13 F.Supp. 776, 780. An honest intention to abstain from taking any unconscientious advantage of another, even through technicalities of law, together with absence of all information, notice, or benefit or belief of facts which render transaction unconscientious. Warfield Natural Gas Co. v. Allen, 248 Ky. 646, 59 S.W.2d 534, 91 A.L.R. 890; Crouch v. First Nat. Bank, 156 Ill. 342, 40 N.E. 974; Waugh v. Prince, 121 Me. 57, 115 A. 612, 614.

HONOR. To accept or pay (a negotiable instrument) when presented. To accept a bill of exchange, or to pay a note, check, or accepted bill, at maturity and according to its tenor. Peterson v. Hubbard, 28 Mich. 199; Clarke v. Cock, 4 East, 72; Lucas v.Groning, 7 Taunt. 168.

PROMISE. A declaration which binds the person who makes it, either in honor, conscience, or law, to do or forbear a certain specific act, and which gives to the person to whom made a right to expect or claim the performance of some particular thing. Hoskins v. Black, 190 Ky. 98, 226 S.W. 384, 385. A declaration, verbal or written, made by one person to another for a good or valuable consideration, in the nature of a covenant by which the promisor binds himself to do or forbear some act, and gives to the promisee a legal right to demand and enforce a fulfillment. Scott v. S. H. Kress & Co., Tex.Civ.App., 191 S.W. 714, 716. An express undertaking, or agreement to carry a purpose into effect. E. I. Du Pont De Nemours & Co. v. Claiborne-Reno Co., C.C.A.Iowa, 64 F.2d 224, 89 A.L.R. 238.

CONTRACT. A promissory agreement between two or more persons that creates, modifies, or destroys a legal relation. Buffalo Pressed Steel Co. v. Kirwan, 138 Md. 60, 113 A. 628, 630; Mexican Petroleum Corporation of Louisiana v. North German Lloyd, D.C.La., 17 F.2d 113, 114. An agreement between two or more parties, preliminary step in making of which is offer by one and acceptance by other, in which minds of parties meet and concur in understanding of terms. Lee v. Travelers' Ins. Co. of Hartford, Conn., 173 S.C. 185, 175 S.E. 429. A contract or agreement is either where a promise is made on one side and assented to on the other; or where two or more persons enter into engagement with each other by a promise on either side. 2 Steph.Comm. 54.

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Delivered
Delivered, Individual Picked Up at Post Office
LYMAN, SC 29365
February 14, 2024, 12:55 pm

Notice Left (No Authorized Recipient Available)
LYMAN, SC 29365
February 13, 2024, 1:40 pm

Out for Delivery
LYMAN, SC 29365
February 13, 2024, 7:13 am

Arrived at Post Office
LYMAN, SC 29365
February 13, 2024, 7:02 am

Arrived at USPS Regional Facility
GREENVILLE SC DISTRIBUTION CENTER
February 13, 2024, 2:27 am

Departed Post Office
SIMPSONVILLE, SC 29680
February 12, 2024, 4:57 pm

USPS in possession of item

SIMPSONVILLE, SC 29680
February 12, 2024, 1:13 pm

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☐	☐	Package In-Transit Updates ⓘ

Product Information

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Exhibit 2

April 16, 2024

From: Cynthia-Jane: Glenn
ICO 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: Janet-Mereinda: Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com

Dear Mrs. Fisher,

As of April 14, 2024, you have not responded to nor complied with the limitations of time set out in my former notification; therefore you are now in default.

Please find the UCC process enclosed.

Thank you,

C-J Glenn w/o Prej

Cynthia-Jane: Glenn

AFFIDAVIT
U.S. S.E.C. TRACER FLAG
NOT A POINT OF LAW
READ attached APPENDIX A
STATE OF SOUTH CAROLINA
COUNTY OF LAURENS

NOTICE OF DISHONOR AND DEMAND FOR IMMEDIATE FULFILLMENT OF ACCEPTED PROPERTY AGREEMENT

NOTICE OF INTENT IN THE FORM OF AN AFFIDAVIT

NOTICE TO PRINCIPAL IS NOTICE TO AGENT
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

From: Cynthia-Jane: Glenn
ICO 411 West Main Street
Gray Court, South Carolina [29645-0087]
(864) 350-2830
sandy@carolinawaterbirth.com

To: J. Mereinda Fisher
409 Madison Creek Court
Lyman, South Carolina 29365
Phone: (864) 354-8166
mereinda23@gmail.com
United States Post Office Registered Mail, Certified receipt requested
9589071052700575006411

STATEMENT OF FACTS
REGARDING: Agreement of the sell portions of property owned by J. Mereinda Fisher ("Fisher") at 111 Commons Way, Greenville South Carolina (Tax Map # 0237040100900); hereafter termed "Property" currently jointly owned by Fisher and Cynthia-Jane:Glenn ("Cynthia").

Fisher has been provided a letter of Conditional Acceptance and Property Closing via registered mail # RE640617 6440545. Fisher accepts the Registered Mail but does not respond by the limitations set forth.

The agreement created by Fisher's accepted offer to sell Property is in default and Fisher continues to retain the title rights to the Property by not responding to the agreement and by not setting a closing date during the allotted time from despite Cynthia's offer of payment, her availability for a closing date and her continued maintenance of the Property without rights of ownership.

Cynthia has remained in honor and good faith[1] and has fully complied with all contracts and agreements. Cynthia has continued to maintain and upgrade Property without any compensation from Fisher and has promised to pay the agreed upon sum for the Property. Fisher acts in dishonor[2] and retains rights to Property despite the mutual agreement[3].

Additionally, FISHER fails to remain in communication or proceed with the finalization of the agreements.

On February 15, Fisher did receive testimony in the form of affidavit to which she did not contest. Failure to respond constituted acquiescence and the unrebutted testimony stands as facts and truth becoming the judgment in Commerce.

Fisher is now being put on notice that fines are being placed upon FISHER until there is a resolution (see LEDGER APPENDIX A). Satisfaction of these fines shall be made by direct payment to Glenn or in the event of default, liens[4] shall be placed upon personal and business properties owned or executed by Fisher.

Cynthia now presents these statement of facts for a Claim of Lien against Fisher's property at 409 Madison Creek Court, Spartanburg MAP# 5-15-01-033.03 and any other discovered properties until such time as she fulfills her responsibilities per the agreement to Property on Commons Way. A 30 day grace period begins upon completion of service from "Notice of Dishonor and Demand for Immediate Fulfillment of Accepted Property Agreement & Notice of Intent in the Form of an Affidavit."

This action is taken in accordance pursuant to the First and Fourteenth Amendments to the United States Constitution , 42 U.S.C. § 1983, 42 U.S. Code § 1981[5] , Equal rights under the law, 42 U.S. Code §

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[1] UCC § 1-304. Obligation of Good Faith. Every contract or duty within the Uniform Commercial Code imposes an obligation of good faith in its performance and enforcement.

[2] UCC§ 3-503. NOTICE OF DISHONOR. (b) Notice of dishonor may be given by any person; may be given by any commercially reasonable means, including an oral, written, or electronic communication; and is sufficient if it reasonably identifies the instrument and indicates that the instrument has been dishonored or has not been paid or accepted.

[3] Dishonor (UCC Article 5) Failure to timely honor or to take an interim action, such as acceptance of a draft, that may be required by the letter of credit.

[4] Right to retain property for payment of debt or demand, Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1006; Huie v. Soo Hoo, 132 Cal.App.Supp., 787, 22 P.2d 808.

[5] 42 U.S. Code § 1981 - Equal rights under the law (a)Statement of equal rights
All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b)"Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship. (c)Protection against impairment The rights protected by this section are protected against impairment by nongovernmental discrimination and impairment under color of State law.

1983 - Civil action for deprivation of rights,[6] 42 U.S. Code § 1985, and Uniform Commercial Code common law of negotiable instruments (a.k.a. Commercial Law).

I, Cynthia-J:Glenn, the Undersigned, do solemnly swear, declare, and depose:

1. THAT I am competent to state to the matters set forth herein.
2. THAT I have personal knowledge of the facts stated herein.
3. THAT all the facts stated herein are true, correct, and certain, admissible as evidence, and if called upon as a witness, I will testify to their veracity.
4. THAT the eternal, unchanged principles of Commercial Law are:
    a) A workman is worthy of his hire. (thou shalt not steal)
    b) All are equal under the law. (no one is above the law)
    c) In Commerce, truth is sovereign. (thou shalt not bear false witness)
    d) Truth is expressed in the form of an affidavit.
    e) An unrebutted affidavit stands as truth in Commerce.
    f) An unrebutted affidavit becomes the judgment in Commerce.
    g) All matters must be expressed to be resolved.
    h) He who leaves the battlefield first loses by default.
    i) Sacrifice is the measure of credibility (no willingness to sacrifice = no liability, responsibility, authority or measure of conviction)
    j) A lien or claim can be satisfied only through an affidavit by a point-for-point rebuttal, resolution by jury or payment.
5. THAT Commercial processes (including this Affidavit and the required responses to it) ARE NON-JUDICIAL and pre-judicial because:
    a) No judge, court, government or any agencies thereof, or any other third parties whatsoever, can abrogate anyone's testimony in the form of an affidavit of truth;
    and
    b) Only a party affected by an affidavit can speak and act for himself and is solely responsible for responding with his own affidavit of truth, which no one else can do for him.
6. THAT the lawful seizure, collection, and transfer of ownership of money or property must be effected by a valid Commercial Lien which must contain certain elements in order to be Commercially valid, to wit:
    a) The lien instrument must obviously, patently, and evidently be a LIEN by being clearly and explicitly titled "LIEN," "CLAIM OF LIEN," or "DECLARATION OF LIEN," and mandatorily, by its exhaustive Commercial content (full disclosure) as follows in b), c) and d);
    b) The lien instrument MUST CONTAIN a notarized hand-signed affidavit, for which the issuer is commercially liable, containing a plain statement of fact disclosing how the obligation of the lien was created, attesting that the commercial condition is true, correct, and certain;
    c) The lien instrument MUST CONTAIN a ledger or bookkeeping statement connecting purchases, services rendered, and/or injuries sustained, with a claim of obligation such that

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[6] 42 U.S. Code § 1983 - Civil action for deprivation of rights
Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress,...

each purchase, service, and/or injury is presented in a one-to-one correspondence with its partial claim of obligation. The partial obligations are then totaled to obtain the total obligation. This is called a "True Bill in Commerce."

d) The lien instrument MUST CONTAIN a statement, either specific or general, of the property being seized from the lien debtor to satisfy, or to guarantee satisfaction of, the obligation of the lien.

e) A NOTICE OF LIEN to be valid MUST CONTAIN a clear statement as to where the lien is filed, where it can be found and how a copy can be obtained.

7. THAT I am not the creation or chattel property of any person or any government agency whatsoever
8. THAT any and all of the various papers, documents, adhesion contracts, or "agreements" I may have signed with any government agency or entity or any others that might be construed to indicate a conclusion contrary to my herein-below assertions were made, signed by me on the basis of mistake due to lack of full disclosure creating a deliberate lack of full knowledge, a deliberate action of fraud, non-disclosure, concealment of material fact, and misrepresentation. Such action thereby creates a stressful situation of duress and intimidation, vitiating all documents by such action of fraud.
9. THAT it is the sincerest belief, religious and spiritual conviction of this Affiant that slavery and peonage are immoral, are violations of the First Precept of Commercial Law (a workman is worthy of his hire, "Thou shalt not steal"), that fraud, misrepresentation, nondisclosure, intimidation, deceit, concealment of material fact, lying, and treachery are morally wrong.
10. THAT NO COMMERCIAL PAPERWORK or COMMERCIAL AFFIDAVITS have been furnished or supplied to me, Cynthia, by any aforementioned party or any others that created any liability.

Cynthia-J:Glenn, a living woman, now proceeds to resolve these issues in the private. FISHER abuses Cynthia's unalienable rights. Such actions have caused Glenn much hardship and emotional distress. Cynthia now demands just compensation for damages if the condition for restoration are not met within the allotted 30 day grace period.

The only one who can rebut a Commercial Affidavit is the Accused who alone, by his own affidavit, must speak for himself and only for himself. If the Accused uses someone else to speak for him, the third party must speak for and in behalf of the Accused as if he were the Accused; and the Accused still stands completely liable as if he himself were speaking. If however, the third party is identified as separated from the Accused, he also becomes a co-party with the Accused as an accomplice, thus a co-conspirator having no immunity whatsoever.

Sworn to be true and the whole truth.

Autographs of Cynthia-Jane: Glenn

[illegible] ben, without prejudice Date: 4/22/24

Cynthia-Jane: Glenn, ben, without prejudice Date: 4/22/24

State of South Carolina
County of Laurens
Signed and sworn to [or affirmed] before me on April 22, 2024
by Cynthia Glenn (name(s) of individual(s) making statement).

Gaylen F. Lyders
(Notary's official signature and seal)

05/05/2026
(Commission Expiration)

SECOND WITNESS

Signed before me on this date: 4/21/24

Autograph of Isaiah Glenn

State of South Carolina
County of Laurens

4/21/24

GAYLING W. FOX
Notary Public, State of South Carolina
My Commission Expires
January 31, 2034

LEDGER APPENDIX A

TRUE BILL IN COMMERCE

The lien instrument MUST CONTAIN a ledger or bookkeeping statement connecting purchases, services rendered, and/or injuries sustained, with a claim of obligation such that each purchase, service, and/or injury is presented in a one-to-one correspondence with its partial claim of obligation.

Cynthia has remained in honor and has fully complied with all contracts and agreements. Cynthia continues to maintain and upgrade Property without any compensation from Fisher because Fisher has continued to maintain that the agreement fulfillment is imminent yet habitually fails to finalize agreements. Fisher unlawfully retains rights to Property that both parties agreed would belong to Cynthia per the settlement payable to Fisher in the amount of $74,000. The settlement amount encompassed property of map # 0237040100900 (herein Property), less service paid to Fisher that were not rendered with the added condition that case #2022-CP-23- 01799 would be voluntarily dismissed without prejudice.

Cynthia exclusively maintains the Property at great expense but cannot sell, advance or relocate her business until the Fisher settlement is finalized.

On February 12, 2024, Glenn sent payment for closing to the attorney approved by both parties as fulfillment of the offer and acceptance agreement, but to Cynthia's knowledge the funds were not accepted by Fisher. Fisher did accept and sign for the 'Conditional Acceptance and Property Closing' letter which was delivered via Registered mail by the United States Post. Beyond the former offer and acceptance agreement, the postal rule[7] and UCC § 3-603. TENDER OF PAYMENT rule then came in to effect and the debt is discharged.[8]

---

[7] "The postal rule (also known as the mailbox rule or "deposited acceptance rule") is a term of common law-contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The mailbox rule is an exception to the general principle. The mailbox rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. One rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeror. The main effect of the mailbox rule is that the risk of acceptance being delivered late or lost in the post is placed upon the offeree. If the offeror is reluctant to accept the risk, he can always require actual receipt before being legally bound."

[8] UCC § 3-603. TENDER OF PAYMENT (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract. (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

Additionally, FISHER continues to verify the agreements but fail to remain in communication or proceed with the finalization of the agreements. Fisher uses the judicial system to harass Cynthia and conspire against her rights, despite having already agreed to a resolution and been given a tender of payment.

These repeated actions by FISHER and participants constitute Conspiracy against rights, Fraud, Breach of Contract, Breach of Trust with fraudulent intent and Grand Larceny. The specified penalty damages for crimes committed are as listed on the TABLE OF CRIMES BELOW, drawn from the civil penalties as specified in the Criminal Codes. Undefined crimes (Constitutional violations not listed in the Criminal Code) are set by Title 18, United States Criminal Code Sections 3571. Felonies are set at $250,000 and misdemeanors at $100,000 for each offense by each officer or official.

ACCOUNTING OF DAMAGES SUSTAINED PARTIAL TABLE OF CRIMES

Nature of crime	Additional authority of damages
Conspiracy against rights	18 U.S. Code § 241
FRAUD	8 USC 1001
Breach of Contract	SC 32-1-290
Breach of trust with fraudulent intent (value $10,000 or more)	SC 16-13-240(1)
Breach / Breach of trust with fraudulent intent, value $10,000 or more	SC 16-13-230(A), (B)(3)
Grand Larceny	SC 16-13-30

Nature of crime	Penalties of damages
Conspiracy against rights	$100,000
FRAUD	$100,000
Breach of Contract	$100,000
Breach of trust with fraudulent intent (value $10,000 or more)	$100,000
Grand Larceny	$250,000
DAMAGES on April 15, 2024	$650,000
Minus settlement agreement funds	- 74,000
TOTAL DAMAGES	$576,000.00

Avouchment

I, Cynthia-Jane: Glenn, do hereby avow that based upon my firsthand knowledge and information relayed to me from research, this ledger and True Bill in Commerce, is true, accurate, complete, not meant to mislead, and conveys the conditions set forth as intended by me.

Cynthia-jane: Glenn, bcm, Date: 4/22/24

Cynthia-Jane: Glenn, without prejudice

Sworn before me,

GAYLING W. FOX
Notary Public, State of South Carolina
My Commission Expires
January 31, 2034

this 22 day of April, 2024.
In the state of South Carolina. My commission expires 1/31/34.
[seal]

SECOND WITNESS

Signed before me on this date: 4/21/24.

Autograph of Isaiah Glenn

4/21/24

State of [illegible]
County of [illegible]

GAYLING W. FOX
Notary Public, State of South Carolina
My Commission Expires
January 31, 2034

Attached: Conditional Acceptance and Property Closing, February 1, 2024

EXHIBIT 5 (600)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	2022-CP-23-01799
J. Mereinda Fisher, individually, and as	)	
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
vs.	)	WRIT OF NOTICE OF
Cynthia J. Glenn, individually, and as	)	ERROR
Member of Fisher and Reid, LLC, and	)	
Carolina Birth Center, LLC d/b/a Carolina	)	
Water Birth	)	
Defendants.	)	

I, Cynthia-J:Glenn, have become aware that a docket date has been set for a case that is without jurisdiction. Having twice noticed the court of the error, this serves as a notice that jurisdiction must be proven once challenged. The Court can not move forward until the matter of jurisdiction is resolved. I do not waive rights to due process, proper venue, fair trial or any relief to which I am entitled. I submit now sui juris and without prejudice.

Among many other failures, this matter has been settled. Since the "plaintiff" has on two separate occasions made offers that are accepted as a resolution to these complaints, there is no statutory or common law basis for a remedy. The case has also been abandoned and is outside time limits for new filings. I do not consent to move forward outside of limits nor do I waive any rights or statute of limitations.

Parties are unknown or either unrecognized by the plaintiff's attorney, thereby a Defective Petition has also been filed and subject matter jurisdiction is lost, Brown v. VanKeuren, 340 Ill.

118, 122 (1930), Hook v. Wright, 329 Ill. 299; Musselman v. Paragnik, 317 id. 597; Keal v. Rhydderck, 317 id. 231.

State v. Batdorf, 293 N.C. 486 (1977) ("[J]urisdiction is a matter which, when contested, should be proven by the prosecution as a prerequisite to the authority of the court to enter judgment." Therefore, allowance of other motions or Docket dates by the court are not allowed as they indicate that the court has ignored the challenge of jurisdiction. Such presumptions are a violation of due process of law under the Fifth and Fourteenth Amendments. *"No judicial process, whatever form it may assume, can have any lawful authority outside of the limits of the jurisdiction of the court or judge by whom it is issued: and an attempt to enforce it beyond these boundaries is nothing less than lawless violence." [Ableman v. Booth, 21 Howard 506 (1859)]. "We (judges) have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the Constitution." [Cohen v. Virginia, (1821), 6 Wheat. 264 and U.S. v. Will, 449 U.S. 200].*

The defendant may assert a lack of jurisdiction at any time. See Wayne R. LaFave, Criminal Procedure § 16.4(d) (3d ed. 2007). In any judicial proceeding, the moving party has the burden of proof of demonstrating that the court has subject matter jurisdiction over the matters and parties before it.[1]

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[1] Scott v. Sandford, 60 U.S. 393 (1856), Security Trust Co. v. Black River National Bank, 187 U.S. 211 (2002). McNutt v. General Motors Acceptance Corp., 298 U.S. 178, 189 (1936), Hague v. Committee for Industrial Organization Et. Al., 307 U.S. 496 (59 S.Ct. 954, 83 L.Ed. 1423 (1939), United States v. New York Telephone Co., 434 U.S. 159, 98 S.Ct. 36454 L.Ed. 2d 376 (1977), Chapman v. Houston Welfare Rights Organization Et. Al., 441 U.S. 600, 99 S.Ct. 1905, 60 L.Ed. 2d 508 (1979), Cannon v. University Chicago Et. Al., 441 U.S. 677, 99 S.Ct. 1946, 60 L.Ed. 2d 560 (1979), Patsy v. Board Regents State Florida, 457 U.S. 496, 102 S.Ct. 2557, 73 L.Ed.2d 172 (1982), Merrill Lynch v. Curran Et Al., 456 U.S. 353, 102 S.Ct. 1825, 72 L.Ed.2d 182, 50 U.S.L.W. 4457 (1982), Insurance Corporation Ireland v. Compagnie Des Bauxites De Guinee, 456 U.S. 694, 102 S.Ct. 2099, 72 L.Ed.2d 492, 50 U.S.L.W. 4553 (1982), Matt T. Kokkonen v. Guardian Life Insurance Company America, 128 L.Ed.2d 391, 62 U.S.L.W. 4313 (1994),

Additionally, attorney for the plaintiff has refused to recognize myself as a party to the case and other captioned parties are nonexistent: therefore service has not been possible.

Cynthia-J: Glenn, Sui Juris
111 Commons Way
Greenville, South Carolina [29611]
carolinabirthcenter@gmail.com

cc via USPS prepaid mail on June 21,2024 to:
Daniel Hughes
457 Pennsylvania Ave # B,
Greer, SC 29650

J. Mereinda Fisher
409 Madison Creek Court
Lyman, SC 29365

_____ Date:
Cynthia-J:Glenn

FROM: Cynthia-Jane: Glenn
ICO 411 West Main Street, Unit 87
Gray Court, South Carolina [29645-0087]

To: Clerk of Court
Brice Garrett
Greenville County Courthouse
305 East North Street
Greenville, SC 29601

April 21, 2024

Please find notice of lack of personal and subject matter jurisdiction and dismissal.

In good faith,

Cynthia-Jane: Glenn

cc. Donald Hughes, attorney of record for J Mereinda Fisher.
A copy of "Notice to the Court of Lack of Jurisdiction, Improper Filing & Dismissal in the form of an affidavit of truth was sent to Mr Hughes via postage paid USPS on 4/22/24.
457-B Pennsylvania Ave (29658) Cynthia-J: Glenn w/o prej, 4/22/24
PO Box 449
Creek, SC 29652

1 |

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	2022-CP-23-
J. Mereinda Fisher, individually, and as	)	
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
vs.	)	NOTICE TO THE COURT OF
Cynthia J. Glenn, individually, and as	)	LACK OF JURISDICTION, IMPROPER FILING and
Member of Fisher and Reid, LLC, and	)	DISMISSAL
Carolina Birth Center, LLC d/b/a Carolina	)	
Water Birth	)	
Defendants.	)	

I, Cynthia-Jane of the family Glenn, sui juris, in propria persona[1] now submit my testimony in the form of an Affidavit regarding notice of lack of personal and subject matter jurisdiction [2]and Dismissal.

Cynthia has not been contacted regarding a docket date, she has not agreed to toll the statute of limitations nor has she received a motion to restore per SC Rule 40(j). She is not a U.S. citizen, not a Greenville County resident and does not domicile therein.

THERE IS A LACK OF CONTROVERSY - Plaintiff has full knowledge that an offer and acceptance has been made prior to any filings of this case and another amended offer and acceptance on October 12, 2022 and reaffirmed on Oct 6, 2023 and November 29, 2023; therefore, no controversy exist. Without a controversy, the court lacks subject matter jurisdiction. These agreements are within the statement of truth and remain facts. Likewise, we cannot resort to an inferior remedy nor burden the court or fellow man[kind] when a resolution has occurred in the private.[3] [4] In South Carolina, jurisdiction, or the basic

---

[1] In pleading that pleas to the jurisdiction of the court must be plead in propria persona, because if pleaded by attorney they admit the jurisdiction, as an attorney is an officer of the court, and he is presumed to plead after having obtained leave, which admits the jurisdiction. Lawes, Pl. 91.

[2] Once jurisdiction is challenged, it must be proven. Basso v. Utah Power & Light Co., 395 F 2d 906, 910 (10thCir. 1974); Merritt v. Hunter, 170 F2d 739 (10th Cir. Kansas1948)

[3] A SUMMO REMEDIO AD INFERIOREM ACTIONEM NON HABETUR REGRESSUS, NEQUE AUXILIUM. From (after using) the highest remedy, there can be no recourse (going back) to an inferior action, nor assistance, (derived from it.) Fleta, lib. 6, c. 1, § 2. A maxim in the old law of real actions, when there were grades in the remedies given; the rule being that a party who brought a writ of right, which was the highest writ in the law, could not afterwards resort or descend to an inferior remedy. Bract. 112b; 3 Bl.Comm. 193, 194.

[4] SC Code of Laws SECTION 14-1-50. Common law of England continues in effect. All, and every part, of the common law of England, where it is not altered by the Code or inconsistent with the Constitution or laws of this State, is hereby continued in full force and effect in the same manner as before the adoption of this section.

authority of a judge to hear and exercise judgment of a matter, is based upon three considerations: territorial jurisdiction, subject matter jurisdiction, and the amount in controversy (Magistrate Law in Civil Actions 1. Jurisdiction). Controversy or dispute must exist in order for jurisdiction to exist (*Where...there is no controversy, no dispute, and therefore no case... Keith v. Levi, C.C.Mo., 2 F. 745; Ft. Pitt Gas Co. v. Borough of Sewickley, 198 Pa. 201, 47 A. 957.*)

On February 12, 2024, Cynthia-Jane presents payment and fulfills contracts to Fisher (see TRUTH A). She acts in honor, good faith and fair dealings and has acted upon the offer and acceptance and has thereby canceling all debt and obligation to Fisher. Truth is sovereign (Exodus 20:16; Ps. 117:2).[5]

As recently as November 29, 2023, Plaintiff inquires about a potential closing date for the sale of the building (see TRUTH B). This is additional proof that the case is without controversy.

THIS CASE IS ABANDONED. The case was filed in March 2021 and is abandoned, in entirety, because there is an agreement in place and time limits have expired.

Plaintiff makes no attempt at mediation as is required within 300 days of filing and does not preserve the case or the limitations.

Plaintiff continues to represent to Cynthia-Jane that the agreement to sell the property and withdraw the complaint with prejudice is acceptable. Plaintiff requests proof of funds and they are produced via emails and signature from banking institutions (see TRUTH G). Plaintiff continues to contact Cynthia-Jane regarding closing dates and Cynthia-Jane has even supplied funds to the agreed upon closing attorney (see TRUTH A).

Cynthia now discovers but does not understand why attorney for plaintiff has sent an email to the court notifying them that negotiations have failed. These claims are without merit.

THERE ARE NO TRUE DEFENDANTS IN THIS CASE. The attorney of record for Plaintiff files this case with full knowledge that this case is without merit or jurisdiction, that offer and acceptance occurs prior to case filing and there are no true defendants:

> Carolina Water Birth is a fiction. I am unaware of any such organization and it is not the d/b/a for Carolina Birth Center LLC; therefore, there is no such defendant as Carolina Birth Center LLC d/b/a Carolina Water Birth.
>
> Additionally, even without the d/b/a entitled Carolina Water Birth; Carolina Birth Center LLC also does not exist now or during any context of this case:
>
> > Carolina Birth Center, LLC ceases to function on May 22, 2021 when the last baby is born in the former Simpsonville location. Carolina Birth Center continues business on

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HISTORY: 1962 Code Section 1-19; 1972 (57) 2775.

[5] TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12). An affidavit is your solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and stated, "this is true, correct, complete and not meant to mislead." AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet. 1:25; Heb. 6:13-15;) Claims made in your affidavit, if not rebutted, emerge as the truth of the matter.

December 22, 2021 in its current location as a private membership association (PMA). After a time of public notice, Carolina Birth Center, LLC is officially terminated.

Fisher and Reid, LLC cannot be both a Plaintiff and a Defendant[6] and the Plaintiff's attorney cannot represent both sides. Plaintiff is creating a disqualifying conflict of interest without the consent from all parties.

"Cynthia J. Glenn," as captioned, is a different person/entity/corporation than Cynthia-Jane, see section "THERE IS NO PERSONAL JURISDICTION."

THERE IS NO PROPER SERVICE FOR THIS CASE. Service has not been established for a legal person or corporate entity known as Cynthia J. Glenn. Nor is service established for Carolina Birth Center, LLC or Fisher and Reid LLC. Service has only occurred to the living woman, Cynthia-Jane, and she is not the intended Defendant in this case (see section PERSONAL JURISDICTION AND IMPROPER COURT).

COMMUNICATION IS ONGOING. Attorney of Record for Plaintiff, refuses to update Cynthia-Jane or discuss the case for many months at a time. He takes a break in communication to falsely notify the court that there had been a breakdown in negotiations when he is well aware that a contractual agreement is accepted. Over the last few months, the attorney of record only speaks with Cynthia-Jane if she agrees to drive over an hour to meet personally in his office. Because it is not possible for Cynthia-Jane to travel to his office, he is again ceasing communication (see TRUTH C, E).

In the accepted offer, Plaintiff agrees to sell the property and voluntarily withdraw the complaint with prejudice, yet the attorney accuses Cynthia-Jane of "practicing law without a license" when she attempts to move forward with closing arrangements and he then ceases productive communication (see TRUTH C, D).

DEFENDANT REVOKES HER SIGNATURES. Without knowledge or understanding and under duress from failures of a hired consultant attorney, Cynthia-Jane improperly filed an Answer and Motions in this case. Now having a better understanding of parties, jurisdiction and consent; she has revoked signatures and consent for jurisdiction. Being a non-citizen and non-corporation, Cynthia-Jane is entitled to equal standing in court to prevent bias and prejudice. Jurisdiction can be challenged at any time.[7]

THERE IS NO PERSONAL JURISDICTION. I am Cynthia-Jane, a human, living woman and not a legal or artificial person, individual[8], entity or corporation.

Although Cynthia-Jane originally believed she was one of the Defendant of record, counsel for Plaintiff repeatedly refuses to speak with her or return her emails for many months at a time (see TRUTH C, E), claiming that he does not have to speak with her because she is not an attorney, claiming that the

---

[6] Bryan v. Sales, (1892), 3 Ariz. 423, the court said that the presence of adversary parties was so fundamental that if it appeared that the plaintiff was suing personally in a suit against himself as administrator, any judgment entered would be "utterly void."

[7] Once challenged, jurisdiction cannot be 'assumed,' it must be proved to exist!

[8] INDIVIDUAL. As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons. State v. Bell Telephone Co., 36 Ohio St. 310, 38 Am.Rep. 583.

settlement is confidential and accusing her of practicing law without a license (see TRUTH D). Since living humans are entitled to speak sui juris, the attorney of record's refusal to speak to Cynthia-Jane along with his accusation that she is practicing law without a license are his own admission that this case is against a legal individual or corporation entitled CYNTHIA J. GLENN. On December 18, 2023, Plaintiff's attorney Daniel Hughes states, "You cannot represent yourself in this case because the claims are against a corporate entity" (see TRUTH D).

In the December 18th statement, Hughes clarifies that the case is entirely against a corporate entity. Since it is established that Cynthia-Jane is a living woman, she therefore cannot be a defendant in this case.

THIS CASE IS NOT FILED IN THE CORRECT COURT. If Plaintiff wishes to properly file a case against Cynthia-Jane, a non-citizen, such filings can only be claimed in an Article III Court which provides for Diversity of Citizenship, controversy against non-US citizens (Equality before the law[9]). Since Plaintiff alleges that the amount of suit is greater than $75,000, qualification is established.

Born in South Carolina to the parents of non-U.S. Citizens, the status of Cynthia-Jane is that of a state national, denizen[10] or sojourn[11]. Cynthia-Jane is neither resident nor citizen. Being a living woman, she is protected by the Fifth Amendment to the Constitution against self-incrimination, guaranteed a set of basic inalienable rights, including life, liberty, and the pursuit of happiness and she has committed no crime[12]. Cynthia-Jane has voided all known contracts as a U.S. citizen including residency, voter's registration and driver's license. She has noticed the correction of status in the public record. She is neither a U.S. Citizen nor a Municipal citizen; not a dependent of any District or Agency Personnel or employee or citizen of any Federal Corporation; not a slave, criminal, pauper, bankrupt person or Felon. Cynthia-Jane is not a Bar Attorney or Lawyer, not a public trust nor representing a public trust, does not use the name "DEFENDANT" or "CYNTHIA JANE GLENN" and does not wave her birthright estate/Estate.

WHEREAS; the court is without Subject Matter or Personal Jurisdiction, service has not been accomplished, the case is abandoned and no controversy exist upon which the court can rule; the court cannot hear these claims without the consent of this affiant, which she is denying;

THEREFORE, the case is dismissed.

---

[9] EQUAL PROTECTION. The fourteenth amendment provides that "no State shall make or enforce any law which shall deny person within its jurisdiction the equal protection of the law." Equal protection means that the government must treat similarly situated individuals in the same manner.

[10] DENIZEN In American law. A dweller; a stranger admitted to certain rights in a foreign country or as one who lives habitually in a country but is not a native born citizen; one holding a middle state between an alien and a natural born subject. United States ex rel. Zdunic v. Uhl, D.C. N.Y., 46 F.Supp. 688, 691. The word is also used in this sense in South Carolina. See McClenaghan v. McClenaghan, 1 Strob.Eq., S.C., 319, 47 Am. Dec. 532.

[11] SOJOURNING. This term means something more than "traveling," and applies to a temporary, as contradistinguished from a permanent, residence. Henry v. Ball, 1 Wheat. 5, 4 L.Ed. 21; In re Gahn's Will, 110 Misc. 96, 180 N.Y.S. 262, 266

[12] Personal liberty allows affiant to live in pursuit of happiness provided there is no harm/injury to another living man or woman. The Affiant's personal liberty protects him from being forced to appear and unwittingly give implied consent to contract with any state agency.

Sworn as the truth and the whole truth,

Cynthia-Jane: Glenn 4/22/24
Cynthia-Jane: Glenn, ben., Without Prejudice
Without the STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this date: April 22, 2024
Greenville County, SOUTH CAROLINA.

[signature] My Commission Expires: 05/05/2026

Notary Public

Second Witness: Isaiah Glenn 4/22/24

Any use by me of a corporate notary public is for identification purpose only and confers no subject matter or personal jurisdiction on anyone.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL,

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Exhibit 4

Office of the Clerk of Court

Brice Garrett
Clerk of Court for Greenville County
Greenville, South Carolina

www.greenvillecounty.org

To: _Cynthia Glenn_____

From: CLERK OF COURT, GREENVILLE

RE: _Notice and Proof of Service_____

The above-referenced document is being returned for the following reason(s):

☐ Filing must be E-Filed pursuant to *South Carolina Supreme Court Order 2016-03-10-01.*

☐ Instrument not signed/dated.

☐ Must include Civil cover Sheet SCCA234 with all original pleadings.
(Downloadable file available at www.sccourts.org - Select FORM & Choose COMMON PLEAS, then SUBMIT)

☐ Motion Fee of $25 is required for all Motions and proposed Orders (unless exemption claimed)

☐ Must have Motion and Order Information Form SCCA233 for all Motions and proposed Orders.
(Downloadable file available at www.sccourts.org - Select FORM & Choose COMMON PLEAS, then SUBMIT)

☐ Insufficient amount of filing fee. Correct amount fee: $_____.

☐ Copy. Must file original.

☐ Not a Greenville County Case.

☐ Magistrate Court Case.

☐ Venue change to: _____ County.

☐ Check or money order must be payable to **Greenville County Clerk of Court.**

☐ Case ended: Date: _____Reason ended: _____.

☐ Check not signed.

☒ Incorrect Caption. _Correct case number to 2022CP2301799 on filings. Notice has the Lis Pendens number. Please put a case number on the Proof of Service. Please do not put Defendants in Error in the case caption, as it should state Defendants.

☒ Other_Our accounting department does not accept personal checks. Please submit a money order or cashier's check made payable to Greenville Clerk of Court. The proposed order that was submitted was sent in between the order coversheet and the notice. There are also enclosed exhibits and since the documents are mixed together, it was

not clear if you intended to file the exhibits with the order or the notice. Please separate documents as to how you are wanting them filed. Thank you.

DATE: _09/09/2024_____

Greenville County
13th Judicial Circuit
Public Index

Switch View

2024LP2300640	Greenville County Common Pleas	08/05/2024
Lis Pendens	Lis Pendens ($10)	Non-Jury
Pending	Clerk Of Court C P, G S, And Family Court	

Case Parties | Judgments | Tax Map Information | Associated Cases | Actions | Financials

Click the icon to show associated parties.

Name	Address	Bar #	Seq	Date of Birth	Party Type	Party Number	Date Entered
Carolina Birth Center Llc					Defendant		08/05/2024
[illegible]	[illegible]				[illegible]		[illegible]
Fisher, J Merienda					Plaintiff		08/05/2024
[illegible]	[illegible]				[illegible]		[illegible]
Fisher and Reid LLC					Plaintiff		08/05/2024
[illegible]	[illegible]				[illegible]		[illegible]
Hughes, Daniel Roper	Duggan & Hughes, LLC 457 Pennsylvania Ave, Suite B Greer SC 29650				Plaintiff Attorney		08/05/2024

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296 296 29645 N1-21

4040240910-151030506

2

PRSRT FIRST-CLASS MAIL
U.S. POSTAGE PAID
GREENVILLE SC
PERMIT# 113

RETURN SERVICE REQUESTED

29645

AFTER FIVE DAYS RETURN TO

Brice Garrett
Greenville County Clerk Of Court
305 East North St
Greenville SC 29601-2121

Cynthia J. Glenn
411 West Main Street Unit 87
Gray Court, SC 29645-0087

September 13, 2024

Cynthia-Jane: Glenn
411 West Main Street, ICO Unit 87
Gray Court, South Carolina 29645

Brice Garret
Greenville County Clerk of Court
305 East North St
Greenville, SC 29601-2121

Dear Ms. Garrett,

I am resubmitting my filings originally mailed on September 4, 2024. I was not served but I found a Lis Pendens against me in the public index under case number 2024LP2300640. You have suggested that I submit the motion under the case number of an affiliated case. I do not wish to request a hearing regarding the other case only for the Lis Pendens as I believe it is in error.

I have noticed that the rules for Clerk of Court do allow you to accept filings and call or email me regarding deficiencies so that I can make an expedient repair. Considering the great detail used in your reply, I believe it would have been easier for both of us if you had contacted me directly as this would not have clouded the timeline of my response. I could have also remedied the payment by submitting a credit card by phone. Since the date and time can be important to subsequent events and all papers filed with the Clerk of Court must be file stamped to provide a record of when the document was received, I'm sure you can understand my concern about my records/filing being concealed.

You stated,

> *"The proposed order that was submitted was sent in between the order coversheet and the notice. There are also enclosed exhibits and since the documents are mixed together, it was not clear if you intended to file the exhibits with the order or the notice. Please separate documents as to how you are wanting them filed"*

However, when you returned my filing the proposed order was after the proof of service and before the exhibits, which I believe to be the correct sequence. As there was only one coversheet, it seemed clear that the proposed order is part of the motion and not an order directed by the judge. I can find no Rule for the sequence of the filings that expresses where the proposed order should be located within the filing. I am returning the filings with the proposed order now as the last page. If a proposed order is not a required attachment for a motion, please disregard the proposed order.

The exhibits go with the filing captioned "Administrative Notice of Special Appearance by affidavit and Demand" as does the proposed order. As there was only one captioned page with titled caption that could be filed, that is the where I would like for the exhibits to be filed;

basically everything in the envelope you returned is the one filing. If the Court of Common Pleas does not require a proposed order, please disregard that one page.

I am attaching the filing fee as a cashier's check.

Please also take notice that my name is Cynthia-Jane: Glenn ™ .

Have a wonderful day,

Cynthia-Jane: Glenn
w/o Prejudice
Cynthia-Jane: Glenn

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF GREENVILLE	)	
J. Mereinda Fisher, individually, and as	)	**CASE 2024LP2300640**
Member of Fisher and Reid, LLC	)	**C.A. No.: 2022-CP-23-01799**
Plaintiff,	)	
vs.	)	
Cynthia J. Glenn ™ , individually, and as	)	**ORDER**
Member of Fisher and Reid, LLC, and	)	
Carolina Birth Center, LLC d/b/a Carolina	)	
Water Birth	)	
Defendants.	)	

Based upon the findings of this court, LIS PENDENS CASE# 2024LP2300640 of the above caption is without merit and shall is therefore expunged from the record.

It is so ordered,

_____ Date: _____

Copy sent to Plaintiff(s) (initials): _____ Copy sent to Defendant(s) (initials): _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
J. Mereinda Fisher et al)
Plaintiff,)
vs.)
"Cynthia J Glenn™ ® et al)
Defendant.)

IN THE COURT OF COMMON PLEAS
____ JUDICIAL CIRCUIT
Case 2024LP2300640 affiliated case
CASE NO.: 2022-CP-23-01799

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

'24 SEP 16 AM10:26
Brice Garrett COC GVL SC

Plaintiff's Attorney:	Defendant's Attorney:
Dan Hughes, Bar No. 72547 Address: PO BOX 449, GREER, SC 29652 Phone: 864-334-2500Fax 864-879-0149 E-mail: DHUGHES@dugganhughes.comOther: ____	cynthia-j: glenn, Bar No. Sui Juris Address: 411 West Main St, ICO Unit 87 Gray Court, South Carolina 29645 Phone: 864-350-2830 Fax____ E-mail: ____Other: ____

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Dismiss and Expunge Lis Pendens
Estimated Time Needed: 30 Court Reporter Needed: ☒ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ 09/04/2024
Signature of Attorney for ☐ Plaintiff /☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: ____
☐ Other: ____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE ____
Date: ____

CLERK'S VERIFICATION

Collected by: KM Date Filed: 9/16/24
☒ MOTION FEE COLLECTED: $ 25.00
☐ CONTESTED – AMOUNT DUE: $ ____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF GREENVILLE	)	
J. Mereinda Fisher, individually, and as	)	**CASE 2024LP2300640** affiliated case 2022-CP-23-01799
Member of Fisher and Reid, LLC	)	
Plaintiff,	)	
vs.	)	**Notice of Appearance,**
Cynthia J. Glenn ™ , individually, and as	)	**Dispute to Fraudulent Lis Pendens,**
Member of Fisher and Reid, LLC, and	)	**Demand for Expungement**
Carolina Birth Center, LLC d/b/a Carolina	)	
Water Birth	)	
Defendants.	)	

'24 SEP 16 AM 10:02
Brice Barrett CDC BVL SC

NOTICE OF APPEARANCE

COMES NOW Cynthia-Jane; Reid-Glenn ™ , as a Special Appearance, by invitation, on behalf of Carolina Birth Center, PMA; a private membership association/organization that is being harmed by the frivolous Lis Pendens filing. And on behalf of dissolved entity Carolina Birth Center LLC, and CYNTHIA J GLENN ™ hereinafter called "Respondent" or "Cynthia" attorney in-fact or next friend, for Lawful Counsel, having full power to act in the same manner as the Principle, giving notice as Agent/Attorney in fact acting on behalf of the Principles.

Cynthia is qualified as she is Executor for CYNTHIA J GLENN ESTATE for whom CYNTHIA JANE GLENN ™ is the responsible party. CYNTHIA GLENN ™ was the registered agent for the dissolved CYNTHIA GLENN LLC who was the registered agent for the dissolved Carolina Birth Center LLC. Cynthia is now the member entrusted to fulfill services of Carolina Birth Center PMA, the organization being harmed by Lis Pendens.

Respondent became aware of this action on September 2, 2024 after doing a public index search. Service of process has not occurred as Plaintiff in this action continues to feign service with errors of title with full knowledge that service can not be accepted under incorrect names. Cynthia can not accept

mailing to incorrect names and Defendants in error.[1] Cynthia has informed the attorney for Plaintiff that email service is not acceptable.[2]

Respondent comes now to make a claim of fraudulent filing and request IMMEDIATE REMOVAL of Lis Pendens and expungement of the record.

1. **THE UNDERLYING ACTION DOES NOT INVOLVE A REAL PROPERTY CLAIM**

   Fisher has sold her portion of Property to Cynthia as is evidenced by her complete abandonment of the Property and all responsibilities as an owner and as also evidenced by Facts of the Case of Unrebutted Affidavit of Truth EXHIBIT 1.

2. **NO LAWSUIT EXISTS OR CAN BE FILED BY FISHER THAT WOULD HOLD A CLAIM ON THE PROPERTY**

   In 2022 Fisher filed a suit against unknown/deficient parties, Defendants in error (CP-23-01799). The suit was abandoned with no filings for over a year. During that year Fisher offered to sell her portion of the building to Cynthia and withdraw the filing with prejudice and Cynthia accepted.

   Cynthia honored the agreement and relinquished funds as agreed yet Fisher has not relinquished the property or dismissed the case and is in default. (EXHIBIT 2).

   Despite default, Fisher continues to file motions in the abandoned case with full knowledge that a valid challenge of jurisdiction has been made. Fisher canceled the latest court date that would have addressed jurisdiction.

   The burden of proof to show by a preponderance of the evidence that the underlying claim against the real property subject to the lis pendens is valid is upon Fisher and I demand immediate proof thereof.

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[1] SCRCP RULE 5(b)(1) Service upon the attorney or **upon a party** shall be made by delivering a copy to him or by mailing it to him ... Delivery of a copy within this rule means: handing it to the attorney or **to the party**;

[2] 2022-05-06-04 SCOSC Order RE: Service by E-Mail in the Trial Courts Appellate Case No. 2022-000029
(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. A lawyer may consent in writing to accept service by e-mail from a self-represented litigant.

3. **DISMISSAL WITH PREJUDICE** Fisher has agreed to a voluntary dismissal of the 2022 suit with prejudice. Since there have been no interactions between Cynthia and Fisher, a new suit can not be filed using the same causes of action and the same parties.
4. **LEASE TO RESPONDENT EXTENDS UNTIL 2027 AND IS NOT IN DEFAULT** Even prior to the agreement for the sale of the building to Cynthia, a lease agreement existed between Cynthia and Fisher that does not expire until January 2027. There has been no default of the lease contract as Cynthia pre-paid the lease in its entirety. [Facts of the Case EXHIBIT 1]
5. **VOID OR INVALID LIS PENDENS RECORDING**

Filing is within the wrong Court Cynthia-Jane: Glenn ™ is not a US Citizen nor a resident of SOUTH CAROLINA. Plaintiff has been apprised of this status and has again filed in the incorrect court. (NOTICE TO THE COURT EXHIBIT 3)

There is no Proper Service for this case Service has not been established for a legal person or corporate entity known as "Cynthia J Glenn, individually", for Carolina Birth Center LLC d/b/a Carolina Water Birth, Fisher and Reid LLC or for the living woman Cynthia-Jane. Plaintiff continues to feign service with errors of title with full knowledge that service can not be accepted under incorrect names or fictitious entities.

There are no True Defendants in the case The attorney of record for Plaintiff files this case with full knowledge that this case is without merit or jurisdiction. Such action is barratry and falls subject to the conditions of 42 U.S. Code § 1985 - Conspiracy to interfere with civil rights.

Professional services between Fisher and Respondent were conducted under the names of their home birth practices, not listed in Caption. Additionally, Carolina Birth Center reorganized as a PMA when it reestablished in the new location at 111 Commons Way, the property in question. Any true party related to the subject matter is not captioned or a party to the case.

Carolina Water Birth is a fiction. Respondent is unaware of any such organization and it was not the d/b/a for Carolina Birth Center LLC; therefore, there is no such defendant as Carolina Birth Center LLC d/b/a Carolina Water Birth.

Additionally, even without the d/b/a entitled Carolina Water Birth; Carolina Birth Center LLC has been dissolved and did not function during the context of this case or during the time of any subject matter of pleadings.

Fisher and Reid, LLC cannot be both a Plaintiff and a Defendant and the Plaintiff's attorney cannot represent both sides. Plaintiff is creating a disqualifying conflict of interest without the consent from all parties.

"Cynthia J Glenn, individually" as captioned, is a different person/entity/corporation than Cynthia-Jane: Glenn ™ . Attorney for Plaintiff concedes that Cynthia is not the party in question and refuses to discuss the case with her stating that the case is "confidential." It is my belief that "Cynthia J Glenn, individually" is a fiction and does not exists.

6. **FILING IS FRIVOLOUS AND A PATTERN OF MALICIOUS HARASSMENT**

Lis Pendens does not protect any 3rd party but instead only harms Carolina Birth Center PMA, a separate organization from the parties and cynthia-jane: Reid-Glenn, a non-citizen outside of the jurisdiction of this court. Lis Pendens inhibits the PMA's ability to contract or entice new members as any new providers fear for the stability of the membership association.

Even prior to any filings, Fisher threatens Cynthia stating that she will harm her endeavors if all frivolous demands are not met. Fisher harassesses Cynthia's members and inflames her relationship with the licensing organization; South Carolina Department of Health. Fisher and her husband were even caught on camera damaging the property and stealing the PMA's property.

While Fisher intentionally defaults on the agreement thus preventing Cynthia from establishing a solid membership foundation, competitors have taken advantage of the weakness and have opened another center in the service area and greatly harming Cynthia and Carolina Birth Center PMA.

7. **COPYRIGHT NOTICE**[3] The above-mentioned non corporate entity is quoting citations as

[3] 17 USC Section 107. Limitations on exclusive rights: Fair use

Not withstanding the provisions of sections 106 and 106A, the fair use of a copyrighted work, including such use by reproduction in copies or phono-records or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include:

(1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;

(2) the nature of the copyrighted work;

(3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and

(4) the effect of the use upon the potential market for or value of the copyrighted work.

The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.

purported in context to copyrighted case law, statutes, rules of court and court decision material as found in books published with Federal or state funding supplied by the Citizens of the united States of America. §32 (15 U.S.C. §1114) Any person who shall, without the consent of the registrant— reproduce, counterfeit, copy or colorably imitate a registered mark ...shall be liable in a civil action by the registrant. Also this Respondent is going to refer to the term of Rectum Rogare -"to do right; to petition the judge to do right." --Black's Law Dictionary 4th edition.

8. **PAYMENT FOR THE PROPERTY IN QUESTION HAS BEEN FULFILLED**

   On Feb 12, 2024 Fisher accepts "Conditional Acceptance and Property Closing." Cynthia's payment to Fisher at the agreed upon price is sent to the agreed upon Closing Attorney that same day. Fisher does not respond to the Closing request and dismisses the payment. Additionally, Fisher acts in dishonor by failing to relinquish the property to Cynthia as agreed nor does she voluntarily withdraw the lawsuit or produce and pledge that her withdrawal is with prejudice.

9. **FISHER'S 2022 LAWSUIT IS IN DEFAULT**

   Fisher's claim in the 2022 lawsuit has long been in default and abandoned going more than a year without any filings and all time limits lapsed. Cynthia, a non-citizen acting in common law, has challenged jurisdiction without a response from the Court of opposing Cancel and having paid Fisher the agreed upon amount has FULFILLED ANY POSSIBLE REAL OR PRESUMED OBLIGATIONS IN THIS MATTER.

10. **CYNTHIA NOW SEEKS REMEDY WITHIN THE UNIVERSAL COMMERCIAL CODES**

    Cynthia has exhausted all known lawful and honorable remedies. Fisher has received four Notices of Default with an Opportunity to remedy under the U.S. S.E.C. TRACER FLAG and notice is recorded.

FACTS OF THE CASE

Cynthia and Fisher purchase a building together 06/2021, each owning 50 % OF THE BUILDING ONLY. They leased the building to Cynthia for the use of Carolina Birth Center PMA. This lease in good standing is prepaid until January 2027.

Fisher resigns as a contractor for Cynthia at Carolina Birth Center PMA after being unable to physically or mentally perform her duties.

In March of 2022, Fisher offers to sell her portion of the property to Cynthia at cost and Cynthia accepts.

Being disgruntled, Fisher then retains counsel and begins to harass Cynthia and members and Cynthia is forced to put Fisher on Trespass Notice for all functions other than her landlord duties when proper

notice is given. Fisher abandons all ownership responsibilities since February 2021, leaving Cynthia to shoulder the entire burden including all Ownership Association fees, all taxes, all maintenance and all repairs.

Fisher again offers to sell Cynthia the building at a set amount and voluntarily withdraw the lawsuit with prejudice. Cynthia accepts the offer and secures a loan for the purchase but Fisher does not agree upon a closing date (07/2022-10/2022)

A year passes (10/2023 - 1/2024) and Fisher's attorney contacts Cynthia directly to fulfill the contract. Cynthia again retains funds. Fisher demands proof of funds which Cynthia provides. Fisher again does not settle on a closing date and does not honor her agreement.

By failures of the filing and filing of a frivolous claim, I assert that this case be expunged and that the court take note of the malicious nature of these actions.

Sworn as the truth and the whole truth,

autograph by: _____

Cynthia-Jane: Glenn, Without Prejudice
for Carolina Birth Center, LLC
and for Carolina Birth Center, PMA
Without the US and the STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this date: September 4, 2024
Greenville County, SOUTH CAROLINA.

_____ My Commission Expires: January 31, 2034

Notary Public

GAYLING W. FOX
Notary Public, State of South Carolina
My Commission Expires
January 31, 2034

September 13, 2024

Cynthia-Jane: Glenn
411 West Main Street, ICO Unit 87
Gray Court, South Carolina 29645

Brice Garret
Greenville County Clerk of Court
305 East North St
Greenville, SC 29601-2121

Dear Ms. Garrett,

I am resubmitting my filings originally mailed on September 4, 2024. I was not served but I found a Lis Pendens against me in the public index under case number 2024LP2300640. You have suggested that I submit the motion under the case number of an affiliated case. I do not wish to request a hearing regarding the other case only for the Lis Pendens as I believe it is in error. Therefore I am resubmitting with the Lis Pendens case number and referencing the affiliated case.

I have noticed that the rules for Clerk of Court do allow you to accept filings and call or email me regarding deficiencies so that I can make an expedient repair. Considering the great detail used in your reply, I believe it would have been easier for both of us if you had contacted me directly as this would not have clouded the timeline of my response. Since the date and time can be important to subsequent events and all papers filed with the Clerk of Court must be file stamped to provide a record of when the document was received, I'm sure you can understand my concern about my records/filing being concealed.

Please also take notice that my name is Cynthia-Jane: Glenn ™ .

Have a wonderful day,

Cynthia-Jane:glenn
W/o Prejudice

Cynthia-Jane: Glenn

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2301799

J Mereinda Fisher et al
PLAINTIFF(S)

Cynthia J Glenn et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

At the call of the case, Attorney Daniel Roper Hughes was present on behalf of the Plaintiff. The Plaintiff was also present. A woman appeared who stated that she was not Cynthia J Glenn, the defendant in the matter and that she is not a citizen and does not have a driver's license, or a birth certificate identifying her to be the defendant in the matter before the court. The court then heard arguments from Plaintiff's Counsel regarding his motion to amend the complaint filed and would therefore grant the motion filed. A formal order is to be submitted by Counsel within 10 days.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/11/2024 .

Cynthia J Glenn for Cynthia J Glenn
Carolina Water Birth
Fisher And Reid LLC
Carolina Birth Center LLC
Cynthia J Glenn for Cynthia J Glenn

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2024 Oct 11 11:29 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2024 Oct 11 11:29 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

ELECTRONICALLY FILED - 2024 Oct 11 11:29 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Greenville Common Pleas

Case Caption: J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al

Case Number: 2022CP2301799

Type: Order/Electronic Form 4

So Ordered

s/Alex Kinlaw, Jr., #2763

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

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J Mereinda Fisher et al
PLAINTIFF(S)

Cynthia J Glenn et al
DEFENDANT(S)

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☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

The matter before the Court is a motion filed by the Defendant in the matter. The Plaintiff was present with her attorney Daniel Roper Hughes. The Defendant, Cynthia J. Glenn was not present to move forward with the motion filed, therefore the motion filed is dismissed.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

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Cynthia J Glenn for Cynthia J Glenn
Carolina Water Birth
Fisher And Reid LLC
Carolina Birth Center LLC
Cynthia J Glenn for Cynthia J Glenn

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2024 Oct 11 11:25 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2024 Oct 11 11:25 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

ELECTRONICALLY FILED - 2024 Oct 11 11:25 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Greenville Common Pleas

Case Caption: J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al

Case Number: 2022CP2301799

Type: Order/Electronic Form 4

So Ordered

s/Alex Kinlaw, Jr., #2763

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IT IS ORDERED AND ADJUDGED: ☑ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

At the call of the case, Attorney Daniel Roper Hughes was present on behalf of the Plaintiff. Plaintiff was also present. A woman appeared who stated that she was not Cynthia J Glenn, the named defendant and that she is not a citizen and does not have a driver's license or a birth certificate. The court is satisfied that proper notice of the hearing was sent to the named defendant. The Court proceeded to hear the Plaintiff's Motion to Compel Discovery and orders compliance by the Defendant within 30 days from the date of this order.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/11/2024 .

Cynthia J Glenn for Cynthia J Glenn
Carolina Water Birth
Fisher And Reid LLC
Carolina Birth Center LLC
Cynthia J Glenn for Cynthia J Glenn

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2024 Oct 11 11:31 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Greenville Common Pleas

Case Caption: J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al

Case Number: 2022CP2301799

Type: Order/Electronic Form 4

So Ordered

s/Alex Kinlaw, Jr., #2763

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COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

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Cynthia J Glenn et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

At the call of the case, Attorney Daniel Roper Hughes was present on behalf of the Plaintiff .The Plaintiff was also present. A woman appeared who stated that she was not Cynthia J Glenn, the named defendant and that she is not a citizen, and does not have a driver's license, or a birth certificate. The court is satisfied that proper notice was sent to the named defendant in the matter. The Court proceeded to hear Plaintiff Counsel's Motion to Strike/ Motion to Dismiss and would respectfully grant the same. A detailed formal order is to be submitted to the court by Counsel within ten (10) days.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/11/2024 .

Cynthia J Glenn for Cynthia J Glenn
Carolina Water Birth
Fisher And Reid LLC
Carolina Birth Center LLC
Cynthia J Glenn for Cynthia J Glenn

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2024 Oct 11 11:32 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2024 Oct 11 11:32 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

ELECTRONICALLY FILED - 2024 Oct 11 11:32 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Greenville Common Pleas

Case Caption: J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al

Case Number: 2022CP2301799

Type: Order/Electronic Form 4

So Ordered

s/Alex Kinlaw, Jr., #2763

ELECTRONICALLY FILED - 2024 Oct 22 11:51 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	**ORDER**
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

THESE MATTERS CAME before the Court on October 10, 2024 at a regularly scheduled term of Non-Jury Motions upon the Plaintiff's Motion to Strike pursuant to Rule 12(f), *SCRCP*; Motion to Dismiss Defendants' Counterclaims pursuant to Rule 12(b)(6), *SCRCP*; Plaintiff's Motion to Compel Discovery; Plaintiff's Motion to Amend its Complaint pursuant to Rule 15, *SCRCP*; and, Defendant's Motion filed September 16, 2024, which the Defendant characterizes as a motion for a special appearance to challenge jurisdiction, dispute of the Lis Pendens filed under file number 2024LP2300640, and, demand for expungement (hereinafter "Defendants' Motions').

Present at the hearing were the Plaintiff, J. Mereinda Fisher, and attorney for the Plaintiffs, Daniel R. Hughes. A woman also appeared who identified herself as Cynthia Jane Glenn[1]. After considering the arguments made at the hearing and the pleadings, this Court grants Plaintiff's Motion to Dismiss the Defendant's Counterclaims; Plaintiff's Motion to Strike Defendants'

[1] Defendant's pleadings identify her name as Cynthia-Jane: Glenn or Cynthia-J: Glenn.

Counterclaims; Plaintiffs' Motion to Compel Defendants' discovery responses; and, Plaintiffs' Motion to Amend its Complaint. The Court further denies Defendants' Motion(s) filed September 16, 2024. The Court makes the following findings of fact and conclusions of law:

NOTICE TO DEFENDANTS

At the outset of the hearing a woman appeared who stated that she was not the named Defendant, Cynthia J. Glenn, but rather that her name was Cynthia Jane Glenn. She stated that she was present to make a "special appearance" and did state that she "may" be the Defendant. She further stated that she was a non-citizen and did not have a driver's license or a birth certificate. This woman voluntarily appeared before the Court and has submitted voluminous filings to the Court upon receipt of notices from the Court. The Court has reviewed the Plaintiffs' notice of hearing to the Defendants and finds it to be proper. The Court is satisfied that proper notice of the hearing was provided to the named Defendants. After the Court's determination that the hearing would proceed, the woman identifying herself as Cynthia Jane Glenn voluntarily left the courtroom and the Court proceeded to hear arguments from Plaintiffs' counsel in her absence. The Court finds that the Defendant waived her right to present arguments and evidence opposing Plaintiff's motions and to present her own arguments in support of Defendants' Motion(s). In regards to the Defendants' challenge to the Court's jurisdiction, the Court further finds that the Defendants' reply to the Plaintiff's Complaint filed June 2, 2023 did not object to personal jurisdiction over the Defendants, and therefore, those arguments have been waived. *See* Rule 12(h), *SCRCP*. The Court finds that it has personal jurisdiction over the Defendants and subject matter jurisdiction to hear this case.

ELECTRONICALLY FILED - 2024 Oct 22 11:51 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

ELECTRONICALLY FILED - 2024 Oct 22 11:51 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

I. PLAINTIFF'S MOTION TO DISMISS

STANDARD OF REVIEW

In deciding a motion to dismiss pursuant to 12(b)(6), *SCRCP*, the trial court should consider only the allegations set forth on the face of the plaintiff's complaint. *Stiles v. Onorato,* 318 S.C. 297, 300, 457 S.E.2d 601, 602 (1995). A 12(b)(6) motion should not be granted if "facts alleged and inferences reasonably deducible therefrom would entitle the plaintiff to any relief on any theory of the case." *Id.* The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief. *Toussaint v. Ham,* 292 S.C. 415, 416, 357 S.E.2d 8, 9 (1987). Further, the complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action. *Id.*

This action arises out of a joint venture between Plaintiff and Glenn to establish a birth center known as Carolina Birth Center. Plaintiff filed a lawsuit alleging breach of fiduciary duty, breach of contract, negligent misrepresentation, and a derivative action based upon the improper exclusion of Plaintiff from property owned by Fisher and Reid, LLC, a company in which both Plaintiff and Defendant Glenn are equal members. Defendant Glenn, a *pro se* litigant, filed counterclaims on June 2, 2023 on behalf of all Defendants, including Carolina Birth Center, LLC.

Plaintiff filed a motion to dismiss Defendants' counterclaims pursuant to Rule 12(b)(6), *SCRCP*. The Court has carefully reviewed the Counterclaims numbered 1 through 13 set forth on pp. 4-6 of the Defendants' Reply to the Plaintiffs' Complaint. The counterclaims read more like affirmative defenses to the Complaint as opposed to causes of action that would give rise to any relief. Therefore, even viewing the counterclaims in the light most favorable to the Defendant, none of the counterclaims plead sufficient facts to constitute a cause of action under South Carolina law.

Accordingly, this Court grants Plaintiffs' motion to dismiss Defendants' counterclaims pursuant to Rule 12(b)(6), *SCRCP*.

II. PLAINTIFF'S MOTION TO STRIKE

In *Renaissance Enter. v. Summit Teleservices*, 334 SC 649, 515 S.E.2d 257 (1999), the Court held that a non-lawyer cannot represent a corporation in South Carolina circuit and appellate courts. Defendant, Carolina Birth Center, LLC, is a corporate entity, and therefore, the Answer/Reply, including all affirmative defenses and all Counterclaims filed by Cynthia J. Glenn on behalf of Carolina Birth Center, LLC are defective and must be struck pursuant to Rule 12(f), *SCRCP*. Specifically, the Court finds that the counterclaims referenced above relate to defenses or claims Carolina Birth Center, LLC has as it relates to the operation of the joint venture under Carolina Birth Center, LLC, and therefore, in addition to being dismissed pursuant to Rule 12(b)(6), said counterclaims must also be struck pursuant to Rule 12(f), *SCRCP*.

III. PLAINTIFF'S MOTION TO COMPEL

Plaintiff filed her initial Complaint against the Defendants on April 6, 2022. After lengthy settlement discussions, Plaintiff served Plaintiff's First Set of Interrogatories and First Requests for Production upon Defendants on February 6, 2024, a copy of which was attached to the Plaintiff's Motion as **Exhibit "B."** Defendants have failed to provide responses to Plaintiff's discovery requests.

Therefore, Defendants have thirty (30) days from the date of this Order to file responses to the Plaintiff's First Set of Interrogatories and First Requests for Production. If Defendants fail to comply with this Order regarding discovery, Plaintiff shall have the right to file a motion for contempt and to seek sanctions against the Defendants.

ELECTRONICALLY FILED - 2024 Oct 22 11:51 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

ELECTRONICALLY FILED - 2024 Oct 22 11:51 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

IV. PLAINTIFF'S MOTION TO AMEND

Plaintiff filed a motion to amend her Complaint pursuant to Rule 15, *SCRCP* to add a cause of action for judicial dissolution of Fisher and Reid, LLC. It appears that the amendment would not prejudice any party to this action and that no unreasonable delay would result therefrom. Therefore, Defendant's motion to amend its Complaint is granted.

IV. DEFENDANTS' MOTION(S)

Before the Court were motion(s) filed by the Defendants, which Defendants refer to as a motion for a special appearance to challenge jurisdiction, dispute of the Lis Pendens filed under file number 2024LP2300640, and, demand for expungement. At the outset of the hearing, a woman appearing before the Court who identified herself as Cynthia Jane Glenn said she was challenging jurisdiction because she was not the same Cynthia J. Glenn identified in the case. Having found that the named Defendants received proper notice for this hearing, the Court proceeded with the hearing at which point the woman appearing before the Court voluntarily left the courtroom and chose not to pursue her motions. Therefore, said motions are dismissed for failure to prosecute.

Based upon the foregoing, IT IS HEREBY ORDERED, ADJUGED, and DECREED as follows:

1. That the Defendants' Counterclaims against the Plaintiff be dismissed *with prejudice*.
2. That the Answer, Defenses and Counterclaims submitted Cynthia J. Glenn on behalf of Carolina Birth Center, LLC are stricken from the record.
3. That the Defendants shall respond to the Plaintiff's discovery requests within thirty (30) days of the date of this Order.
4. That Plaintiff's Motion to Amend the Complaint is granted and that the Plaintiff is

allowed to file its Summons and Amended Complaint upon the filing of this Order and that the same may be served upon the Defendant by regular first class mail as allowed by the *South Carolina Rules of Civil Procedure*.

5. That the Defendants' motions are hereby denied.

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2024 Oct 22 11:51 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

ELECTRONICALLY FILED - 2024 Oct 22 11:51 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Greenville Common Pleas

Case Caption: J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al

Case Number: 2022CP2301799

Type: Order/Other

So Ordered

s/Alex Kinlaw, Jr., #2763

RECEIVED
Oct 16 2024
SC Court of Appeals

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals [In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas Alex Kinlaw, Common Pleas

Case No. 2024LP2300640 (associated case 2022CP2301799)

Respondent.

J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC

v.

Cynthia J Glenn ™ , individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth
Defendants

Appellant.

NOTICE OF APPEAL

Cynthia-J: Glenn ™ appeals the judgment of Alex Kinlaw from hearing dated October 10, 2024. Appellant received verbal notice from the judge that she was not allowed to finish her presentment by Special Appearance for the Challenge of Jurisdiction, Dispute of Fraudulent Lis Pendens and Demand for Expungement on October 10, 2024. On October 11, 2024 orders were posted stating that Cynthia J. Glenn ™ , Defendant, was not present and the matter of jurisdiction was dismissed. Appellant filed the motions under case number 2024LP2300640; however, the court has the motions listed under associated case 2022CP2301799. This appellant challenged jurisdiction on the Lis Pendens based upon lack of jurisdiction on the associated case.

Whereas this appellant raises a challenge of jurisdiction under Rule 12(b)(1),(2),(3),(4),(5)and (7) and Jurisdictional bars "may be raised at any time" and courts have a duty to consider them, WILKINS v. UNITED STATES 13 F. 4th 791 and the challenge involves the merits of the actions pursuant to section 14-3-330(1); this appellant now appeals the order of dismissal.

Cynthia-J: Glenn , 10/14/24

Cynthia-J: Glenn ™ , Sui Juris
411 West Main Street, ICO Unit 87 Gray Court,
South Carolina 29645
864.350.2830
Appellant

Other Counsel of Record:
Duggan and Hughes
Location: 457 Pennsylvania Ave # B, Greer, SC 29650
Email: info@dugganhughes.com Phone: 864.334.2500

cc: ctappfilings@sccourts.org

RECEIVED
Oct 16 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals [In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas Alex Kinlaw, Common Pleas

Case No. 2024LP2300640 (associated case 2022CP2301799)

J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC — Respondent,

v.

Cynthia J. Glenn ™ , individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth
Defendants — Appellant.

PROOF OF SERVICE

NOTICE OF APPEAL has been served via prepaid USPS mail to attorney of record on 10/14/24 : Duggan and Hughes Location: 457 Pennsylvania Ave # B, Greer, SC 29650 Email: info@dugganhughes.com Phone: 864.334.2500.

Cynthia-J: Glenn, 10/14/24

Cynthia-J: Glenn ™ , Sui Juris
411 West Main Street, ICO Unit 87 Gray Court.
South Carolina 29645
864.350.2830
Appellant

cc: ctappfilings@sccourts.org

RECEIVED
Nov 12 2024
SC Court of Appeals

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals [In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas Alex Kinlaw, Common Pleas

Case No. 2024LP2300640 (associated case 2022CP2301799)

Respondent,

J. Mereinda Fisher, individually, and
as Member of Fisher and Reid, LLC

v.

Cynthia J Glenn ™ , individually, and as
Member of Fisher and Reid, LLC, and
Carolina Birth Center, LLC d/b/a
Carolina Water Birth
Defendants

Appellant.

NOTICE OF APPEAL

Cynthia-J: Glenn ™ appeals the judgment of Alex Kinlaw from a hearing dated October 10, 2024. Appellant received verbal notice from the judge that she was not allowed to finish her presentment by Special Appearance for the Challenge of Jurisdiction, Dispute of Fraudulent Lis Pendens and Demand for Expungement during the hearing on October 10, 2024. On October 11, 2024 electronic orders were posted stating that Cynthia J. Glenn ™ , Defendant, was not present and the matter of jurisdiction was dismissed. On October 22, an electronically signed order was posted to the public index stating that Appellant chose not to pursue her motions but there was no mention of this appellant being denied access. The challenges were filed under case number 2024LP2300640; however, the court has the motions listed under associated case 2022CP2301799. This appellant challenged jurisdiction on the Lis Pendens based upon lack of jurisdiction of the associated case.

Whereas this appellant raises a challenge of jurisdiction under Rule 12(b)(1),(2),(3),(4),(5) and (7) and Jurisdictional bars "may be raised at any time", courts have a duty to consider them, (WILKINS v. UNITED STATES 13 F. 4th 791), can never be forfeited or waived." (United States

v. Cotton, 535 U. S. 625, 630 (2002)) and the challenge involves the merits of the actions pursuant to section 14-3-330(1): this appellant now appeals the order of dismissal.

Cynthia-jane: glenn / 11/9/24

Cynthia-J: Glenn ™ , Sui Juris
411 West Main Street. ICO Unit 87 Gray Court,
South Carolina 29645
864.350.2830
Appellant

Other Counsel of Record:
Duggan and Hughes
Location: 457 Pennsylvania Ave # B, Greer, SC 29650
Email: info@dugganhughes.com Phone: 864.334.2500

cc: ctappfilings@sccourts.org
and
Brice Garrett
305 E. North Street
Greenville County Courthouse
Greenville, SC 29601

RECEIVED
Nov 12 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals [In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas Alex Kinlaw, Common Pleas

Case No. 2024LP2300640 (associated case 2022CP2301799)

J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC — Respondent,

v.

Cynthia J. Glenn ™ , individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth
Defendants — Appellant.

PROOF OF SERVICE

NOTICE OF APPEAL has been served via prepaid USPS mail to attorney of record on 11/9/24: Duggan and Hughes 457 Pennsylvania Ave # B, Greer, SC 29650
Email: info@dugganhughes.com Phone: 864.334.2500.

Cynthia-Jane: Glenn / 11/9/24
Cynthia-J: Glenn ™ , Sui Juris
411 West Main Street, ICO Unit 87 Gray Court,
South Carolina 29645
864.350.2830
Appellant

cc: ctappfilings@sccourts.org

From Public Index

ELECTRONICALLY FILED - 2024 Oct 24 8:09 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	2022-CP-23-01799
	)	
J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC	)	
	)	
Plaintiff,	)	CERTIFICATE OF SERVICE
	)	
vs.	)	
	)	
Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth	)	
Defendants.	)	

I, the undersigned, hereby certify that on the date below, I served upon the Defendants named above, by electronic mail and regular mail the Order filed October 22, 22024, to on the person(s) listed below by enclosing a copy of same in an envelope with sufficient postage thereon prepaid in the United States mail, addressed as follows:

Cynthia J. Glenn, individually and as Member of Fisher and Reid, LLC, and
Carolina Birth Center, LLC d/b/a Carolina Water Birth
111 Commons Way
Greenville, SC 29611

and

sandy@carolinawaterbirth.com

By: _____

Amy MacMillan
Legal Assistant to Daniel R. Hughes, Esquire
457-B Pennsylvania Avenue (29650)
Post Office Box 449
Greer, South Carolina 29652-0449
Telephone: (864) 334-2500
Fax: (864) 879-0149

Dated: October 24, 2024
Greer, South Carolina

STATE OF SOUTH CAROLINA * COURT OF COMMON PLEAS
*
COUNTY OF GREENVILLE * TRANSCRIPT OF RECORD

----------x
J. MEREINDA FISHER, *
individually and as a Member *
of Fisher and Reid LLC, *
*
Plaintiff, *
vs. * Case No. 2024-CP-23-00640
*
CYNTHIA J. GLENN, individually*
and as Member of Fisher and *
Ried, LLC, and CAROLINA BIRTH *
CENTER, LLC, d/b/a CAROLINA *
WATER BIRTH, *
*
Defendants. *
----------x

October 10, 2024

B E F O R E:

The Honorable Alex Kinlaw, Presiding Judge

A P P E A R A N C E S:

Daniel Hughes, Esq.
Attorney for the Plaintiff

Cynthia Glenn, Pro Se Defendant

Recorded by: TEC Courtroom

Transcribed by: Bobbi Fisher, RPR
SC Official Court Reporter III

I N D E X

DESCRIPTION	PAGE
Proceedings	3

E X H I B I T S

(None.)

COURT REPORTER LEGEND

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
(ph)	Indicates phonetic word
[Verbatim]	Indicates the word is said as written
(Indiscernible)	[Transcription] Indicates word(s) is not known due to audio recording quality

P R O C E E D I N G S

THE COURT: You are Ms. --

MS. GLENN: No, sir. I am not the party. I did send a notice of special appearance, and I do have a statement that I would like to read.

THE COURT: What's your name?

MS. GLENN: I have a similar name, but I do not believe that that party in question is me.

THE COURT: Okay. Wait a minute now. What's your -- you got a similar name, Fisher?

MS. GLENN: This is Ms. Fisher.

MR. HUGHES: Your Honor, I --

THE COURT: What's your --

MS. GLENN: Cynthia-Jane.

THE COURT: Cynthia Glenn?

MS. GLENN: Cynthia-Jane Glenn. Glenn is my family name, yes, sir.

THE COURT: But you're not the Cynthia Glenn that's in here?

MS. GLENN: I do not believe so, sir. But I'm happy to read a statement; I think I can clarify it.

THE COURT: Well, we need to -- we need to get that done first. So what -- raise -- come up -- come up here a second. Come to that microphone right there.

MS. GLENN: Oh, thank you.

THE COURT: We're recording this, so you have got to speak -- all right. What I need you to do is --

MS. GLENN: We're on the record?

THE COURT: We're on the record in the interest of a J. Mereinda Fisher versus Cynthia J. Glenn.

Ma'am, would you raise your right hand for me.

Do you swear to tell the truth -- you. Because you're ready to tell me something, and I want to make sure you're telling the truth.

MS. GLENN: Yeah, but I'm not -- I'm not going to testify. I'm here under special appearance to contest the jurisdiction.

THE COURT: You're doing what now?

MS. GLENN: I'm here under special appearance, not general -- I have sent to the Court a notice of special appearance contesting jurisdiction.

THE COURT: Contesting jurisdiction. But you got to tell me who you are.

MS. GLENN: I am Cynthia-Jane of the family Glenn.

THE COURT: Cynthia-Jane what?

MS. GLENN: My family name is Glenn.

THE COURT: Uh-huh.

MS. GLENN: So it is a similar name. But Mr. Hughes has failed to recognize me as a party, so I have moved forward as a special appearance. I do think my statement will clarify

it.

THE COURT: Okay. Have you seen what she's talking about? Have you seen the statement?

MS. GLENN: He's seen the special appearance, sir, and the notice to the Court.

THE COURT: I have not -- when did you file that?

MS. GLENN: I filed this as early as April the 24th and then I think I filed again a month ago with a special appearance.

THE COURT: All right. I'm a little con- -- okay. I'm a little confused. What I need to know is are you the Cynthia Glenn that's named in these pleadings?

MS. GLENN: I do not believe so, sir.

THE COURT: And tell me why you do not believe so.

MS. GLENN: Can I read my statement?

THE COURT: Sure. Go ahead.

MS. GLENN: So I don't -- I want to be accurate.

THE COURT: Go ahead.

MS. GLENN: Thank you.

THE COURT: Go ahead.

MS. GLENN: Thank you.

THE COURT: Take your time and go ahead.

MS. GLENN: All right. So as I have already said, I'm here as special appearance, not as general appearance, in order to challenge the jurisdiction. The dispute --

THE COURT: Now, don't talk so fast because we're recording this.

MS. GLENN: I'm sorry. Thank you. I'll slow down.

THE COURT: Go ahead.

MS. GLENN: To challenge the jurisdiction and dispute the lis pendens. On April the 24th, as I said, I filed a notice of lack of jurisdiction with the Court, and that was this year and then again on May the 29th of this year and again with my notice of appearance.

I have not been served on the plaintiff's motions, which I will discuss in a moment. I filed this motion under the lis pendens case and was sent a notice by the Court under the old Common Pleas case number.

The Common Pleas case has long been resolved. I am not going to discuss the case but I do need to explain how it has been resolved. Prior to the filings of the complaint, Ms. Fisher made me an offer, which I gladly accepted. After filing --

THE COURT: Hold on a second. I thought you said that that's not you, but you're accepting something. I don't understand.

MS. GLENN: It came to me as an individual person prior to filing the complaint. And I'm going to go on to read that I did -- I did initially believe that that was me. I did.

THE COURT: Okay. Hold on -- hold on, Ms. Glenn. But if

you did acts consistent with the allegations in the complaint, how do you get to now come in and say that's not you?

MS. GLENN: I'm trying to get there. I really am.

THE COURT: Well, I want you to get there, but -- go ahead.

MS. GLENN: All right. Thank you, sir.

Prior to the filing of the complaint, Mrs. Fisher came to me personally as an individual woman with an offer, which I gladly accepted. Then she did file the complaint, and that was in 2022.

And with the assistance of Mr. Hughes, her attorney, Mrs. Fisher made a second offer, which I also accepted. When that offer was accepted and was sent back to the attorney via electronic mail, it became our contract.

When Mr. Hughes failed to do so, I did eventually send notice to the Court of resolution. I believe that was in February of this year.

I have acted in honor and discussed closing dates with the attorney many times. At their request, I produced proof of funds. I produced two loans -- I procured two loans on two separate occasions but was basically stood up when it came to a final loan -- the final closing date.

At one point, Mr. Hughes stopped discussing the closure with me, so I sent notice directly to Ms. Fisher and then sent the funds to her closing attorney, which he still retains.

But she, again, failed to honor her agreement, and the attorney still retains the funds.

I can find proof -- you can find proof of this within the unrebutted affidavit of truth entitled, "Conditional Acceptance and Notice of Dishonor," was filed with my notice of appearance.

It should have been attached to the notice of appearance on behalf of Carolina Birth Center PMA, but it's possible that there was an error and has attached the notice of appearance under my name.

Not only has this case been resolved and, therefore, there is no conflict on the Court to decide, this case was abandoned. You can see proof of abandonment based upon the emails sent from the Court rosters long after the honor and acceptance of contract was decided.

On October the 12th, 2022, I got an email from the rosters of the Court, and it said that there were too many cases being reinstated and it said that we had to -- let's see -- "Cases listed as reinstated must pick a trial date or consider filing a 40(J)" -- it seemed like a standard form -- "before the cutoff of November 1st, 2023."

And then there was a reminder that the case must be mediated within 300 days of filing. At that time, it had been 555 days had already past since the filing of the complaint.

At the same -- on the same day, I received a second email

from the Court from someone named Lindell Coker again stating that the cut-off date was November 1st, 2022, that the parties must agree on a trial term, and that attorneys are to notify pro se parties.

I never heard from Mr. Hughes. I never agreed to a trial date. I never forfeited any of my rights or any time limits or statutes of limitations.

Despite all of this, more than two years after filing the complaint and despite being almost six months beyond the Court's cut-off date, the plaintiff randomly began filing a plethora of motions.

For perspective, it has now been 888 days since the filing of this case.

Regarding the challenge of jurisdiction, originally, I did mistakenly believe, because of the word "individual" in caption, that that was me and that I was listed as a party in the case, but the attorney for the plaintiff repeatedly told me that the case was confidential and would refuse to communicate for many months at a time.

He had made it clear that I am not a party and I now realize that jurisdiction did not exist. After 421 days, I was led to believe that a summary judgment was impending. I had hired an attorney for counsel who had told me that he had heard that from Mr. Hughes. The impending judgment for -- let's see. I was led to believe that summary judgment was

impending if I did not sign a statement that I believed was perjerous unrelated to the complaint or the offer and acceptance. Regrettably, I filed an answer and replies under duress. When it became clear that I was not a party to this case and the Court, I withdrew my signature, which left the case without an answer or counterclaim. And you can see that in there with my withdrawal of signature when he had told me that I wasn't a party.

There's a lot of confusions and errors --

THE COURT: Let me ask you this, Ms. Glenn. What are you today? Who are you today? What's your name? What's your name today?

MS. GLENN: I'm going to skip ahead, which might confuse me, and I'm sorry because I'm not trying to confuse you.

THE COURT: No, but I don't -- see, here, we have got -- let me just tell you this: There are several motions filed in this case, and I can't spend all of the time with you --

MS. GLENN: We have to --

THE COURT: What I have to determine initially, ma'am, is really simple. The Cynthia Glenn that's on these pleadings, why we're here today -- this lawyer is here -- and I need -- you read a lot of information, but are you telling me that that's not -- that you're not the person involved? That's a simple yes or no.

MS. GLENN: Okay. I'm not the person involved.

THE COURT: So why did you correspond back and forth like this.

MS. GLENN: Well, he -- I thought that I was and I already read.

THE COURT: What are you today?

MS. GLENN: I am Cynthia-Jane, a living woman. I was the representative --

THE COURT: I know you're a living woman, but what's your name today?

MS. GLENN: Can I read it?

THE COURT: Yeah, tell me your name today.

MS. GLENN: I am the executor of the legal estate, the Ensley (ph), just titled Cynthia-Jane Glenn. Cynthia-Jane Glenn was the former agent for Cynthia Glenn LLC.

THE COURT: Well, who are you today? What's your name?

MS. GLENN: Cynthia-Jane. I am of the family Glenn. But I am not --

THE COURT: You're not Cynthia J. Glenn?

MS. GLENN: I am not.

THE COURT: Well, who is that?

MS. GLENN: I do not know.

THE COURT: But you were acting as Cynthia Glenn.

Ms. Glenn, let me explain something to you: None of what you said made any sense. You know, I'm hearing what you're saying. I'm listening to you.

MS. GLENN: I understand.

THE COURT: But I have got to make a determination, ma'am, whether or not you are Cynthia Glenn.

What's on your driver's license?

MS. GLENN: I do not have a driver's license.

THE COURT: Do you drive?

MS. GLENN: I am a non-citizen.

THE COURT: Okay. What are you a citizen -- where are you from?

MS. GLENN: I'm a non-citizen.

THE COURT: You're a non-citizen.

MS. GLENN: Yes, sir.

THE COURT: What's on your birth certificate? What's your name on your birth certificate?

MS. GLENN: I was not named, Your Honor.

THE COURT: You were not named on your birth certificate?

MS. GLENN: I was not. It has been a little confusing.

THE COURT: Are you a sovereign citizen?

MS. GLENN: I am not a sovereign citizen.

THE COURT: So you're not a sovereign citizen. You're not a United States citizen. You don't have a driver's license. You don't have a birth certificate. So do you have anything that has your name on it?

MS. GLENN: I have a passport.

THE COURT: What is the name on your passport?

MS. GLENN: The passport does say Cynthia Glenn as a state national.

THE COURT: But you had to give them that name; right?

MS. GLENN: Um...

THE COURT: How would they get it unless they got it from you?

MS. GLENN: Well, I don't -- I don't really understand your question.

THE COURT: I'm just trying to --

MS. GLENN: But it's as a state national.

THE COURT: Well --

MS. GLENN: So there's -- there's some LLCs. Let me read this next sentence to you.

THE COURT: Well, I -- just for a second, but I've got to go forward with these motions that are filed. If you're -- I need to hear from counsel whether or not -- here's the thing: I can't spend all the afternoon determining who you are when you won't tell me who you are. I need to know who you are. If you're not Cynthia Glenn, then you shouldn't be in here.

MS. GLENN: I'm challenging -- well --

THE COURT: And you're saying you're challenging jurisdiction. You're saying you're not Cynthia Glenn. So if you're not Cynthia Glenn, who are you? And if you're somebody else that's not involved in this case, then you shouldn't be reading me anything.

MS. GLENN: I'm challenging jurisdiction --

THE COURT: How could you challenge jurisdiction when you're not Cynthia Glenn?

MS. GLENN: I understand.

THE COURT: The only person that can challenge jurisdiction is Cynthia Glenn.

MS. GLENN: Well, I gave notice of special appearance, but --

THE COURT: You don't even -- you don't even know what that means.

MS. GLENN: He doesn't want to speak to me because he said --

THE COURT: My point, ma'am, is the only person that can challenge jurisdiction is Cynthia Glenn. If you're saying you're not Cynthia Glenn, then you don't have standing to challenge jurisdiction.

MS. GLENN: Okay. That does make sense to me, Your Honor. I don't --

THE COURT: We're going to move forward -- if you're not Cynthia Glenn, then we're going to move forward with these motions. I'm going to put on the record that a young lady came in who read pleadings in this case who indicated on the record that she had corresponded with the other side. But even though she did all that, she is not Cynthia Glenn. She says she doesn't have a driver's license that says Cynthia

Glenn. She doesn't have a birth certificate that says Cynthia Glenn. She says she's not a citizen of the United States. She says she's a non-citizen, even though she admitted on the record that her passport does say Cynthia Glenn.

Cynthia Glenn is the only person that can challenge jurisdiction. If you're not Cynthia Glenn, then you don't have standing to challenge jurisdiction.

MS. GLENN: I am a Cynthia Glenn. But if you're going to put that on there, could I finish reading the statement?

THE COURT: No, ma'am, if you're not Cynthia Glenn.

MS. GLENN: Thank you, sir.

THE COURT: You're saying you're not Cynthia Glenn.

MS. GLENN: Yes, sir.

(Cynthia Glenn exited the courtroom.)

THE COURT: All right. Go move forward, sir. What's your motions?

MR. HUGHES: Thank you, Your Honor. If I could first just address -- if you deem that an issue --

THE COURT: What do you deem it as?

MR. HUGHES: I don't --

THE COURT: Let me ask you: Have you ever seen this woman?

MR. HUGHES: That's Cynthia Glenn, who has been in my office. And my client, Mereinda Fisher, could testify -- I could put her under oath today that that's Cynthia Glenn, if

you want to do that. But I thought I would address the fact that I filed a complaint, served this lady, and she entered into a -- in a reply to my answer on June 2nd, 2023, and the standard allegation as identifying the parties, in paragraphs 4 of my complaint, and she admitted that she was a citizen and resident of Greenville County -- or State of South Carolina, County of Laurens.

THE COURT: Well, you know, and I'll be honest with you. I have read all your motions, and we can spend, like, the rest of the afternoon here doing them, but if she's not Cynthia -- I'm inclined to grant all your motions and everything that you asked for, and you find who the real Cynthia Glenn is and then you serve them with the -- with the orders, unless you just want to talk to me for the next 30 minutes.

MR. HUGHES: Well, can I -- as you -- I appreciate that, Your Honor. Let me just --

THE COURT: Okay. I'll give you some time. Go ahead. Go ahead.

MR. HUGHES: Okay. You're familiar with the case. This is a joint venture between the parties that fell apart based on a joint venture to establish a midwifery in Greenville County. They purchased property together under a company, Fisher and Reid, LLC.

The agreement was that they would form a partnership in Carolina Birth Center, LLC. Subsequently, based on

Ms. Glenn's actions alienating Mrs. Fisher from the business, that joint venture fell apart.

When I initially -- I filed the lawsuit, Ms. Glenn actually hired an attorney, John Reckenbeil, and John and I worked together for quite a long period of time trying to work out an agreement.

Ultimately, because Ms. Glenn torpedoed the agreement by making a bunch of unilateral changes to it, the agreement never came to fruition, so we proceeded to commence litigation.

I have served her with discovery requests on February 5th, 2024, interrogatories and requests for production. She wrote me an email -- sent me an email on February 23rd, 2024, saying, "I do not believe you're entitled to the requested information."

I have received -- everything that I have tried to serve her with, she writes on the envelope, "Return to sender." She's done that for my requests for production, she's done that for the notice of hearing for today's hearing, and she did that for my motion to strike, motion to dismiss, and motion to amend.

So before you are three motions: One, the motion to compel discovery requests, but she's failed to comply with answering the discovery. I need those answered. If the Court grants it, I would like those to be answered within 30 days,

and then, if she doesn't answer it, then I'm going to move forward with relief.

THE COURT: That's the motion to compel; right?

MR. HUGHES: Yes, sir.

THE COURT: All right.

MR. HUGHES: Motion to strike her answer and motion to dismiss --

THE COURT: I'm granting the motion to compel and give her 30 days to respond. Then on the motion to strike --

MR. HUGHES: Motion to strike is based on the fact that she is a pro se litigant filing responsive pleadings on behalf of two LLCs. And as the Court is well aware, as a non-lawyer, she cannot represent the corporate entity as a non-lawyer, so I'm asking the Court to strike all of her counterclaims that she filed June 2nd of 2023.

As a secondary basis to end the counterclaims, if the Court takes a look at the counterclaim she filed in that pleading, numbered 1 through 13, none of these allegations state claim for which relief can be granted. They are more -- they read more like affirmative defenses, not causes of action. So, on that basis, Your Honor, the plaintiff is entitled to a motion to dismiss all of her supposed or so-called counterclaims in the case.

THE COURT: All right. On the Form 4, as it relates to that particular motion, I'm going to make you send me some

stuff, because I think you're going to have to put some stuff on paper, a formal order.

MR. HUGHES: I will.

THE COURT: So as to that motion, the Form 4 will say, "The motion to strike and motion to dismiss is granted. Formal order to follow." Okay?

And then, as on the motion to compel, that's granted, and we'll give her 30 days to respond.

And then Plaintiff's motion to alter or amend the complaint, what do you want to say on -- what do you want to tell me on that?

MR. HUGHES: Yeah, Your Honor, I added an additional proposed cause of action in an amended complaint that I filed on May 28, 2024. I filed one cause of action originally for disassociation of Glenn from the LLC and asking the Court to disassociate her from Fisher and Reid, LLC, and to order the property to be sold, liquidated. And that's the property located at 111 Commons Way in Greenville.

And thinking back on it, I believe that an alternative cause of action that I would like available to the Court is for judicial dissolution of Fisher and Reid, LLC, in which the Court dissolves the company and then orders the property to be sold.

THE COURT: I'll grant your motion to amend, and you'll send me a formal order within ten days.

MR. HUGHES: Yes, sir.

THE COURT: Now, that other motion was a motion filed by her, which is that next one. It's the defendant's motion; I don't know what it is. But I'm dismissing that motion because she alleges that it's not her. Because she can't come in and say she's not Cynthia Glenn and then files a motion to be heard by the Court and then comes in and says that's not her. So I'm going to dismiss that one.

MR. HUGHES: I agree with that.

THE COURT: All right. Okay.

All right. Send that to me within ten days.

MR. HUGHES: Okay. Thank you, Judge.

(The above matter concluded.)

CERTIFICATE OF TRANSCRIBER

CASE NAME/NUMBER: Fisher v. Glenn

2024-CP-23-00640

DATE OF HEARING: 10/10/24

COURT REPORTER/MONITOR: TEC Courtroom

****

I, Bobbi Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information, and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.



_/s/ Bobbi Fisher_____

Bobbi Fisher, RPR and Certified Transcriber

Date Submitted: 10/21/24

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals [In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas Alex Kinlaw, Common Pleas

Appellate Case No. 2024-001914

J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC, Respondent,

v.

Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth, Defendants,

Of which Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC is the Appellant.

Response to Transcript

Deficiency Letter AND

Notice of Pro Se Rights

Attached please find this appellants stamped request for transcript Oct 11 2024 11: 25 AM on form SCCA 800 and then again on Nov 12, 2024 as instructed in an email from transcripts@sccourts.org. I have been informed that the transcript is ready but have not yet received a copy. I am currently waiting on a response to my request for the court audio/video recordings from Greenville County Clerk of Court, Custodian of Records. Attached, you will see that they were requested on October 17, 2024 and again on November 29, 2024.

Cynthia-J: Glenn, 12/4/24

Cynthia-J: Glenn ™, Sui Juris
411 West Main Street, ICO Unit 87 Gray Court,
South Carolina 29645
864.350.2830
Appealing

Notice of Nonlawyer Rights

I, Cynthia-J: Glenn™, a living woman, agent for CYNTHIA GLENN, the registered agent for the dissolved CYNTHIA GLENN LLC which was the registered agent for the dissolved Carolina Birth Center LLC, have petitioned the court Sui Juris and have full power to act in the same manner as the principle. Having given notice as Agent/Attorney in-fact or next friend, for Lawful Counsel, acting on behalf of the Principles come now to give further notice that I retain all rights afforded to nonlawyer representatives.

1. Conley v. Gibson, 355 U.S. 41 at 48 (1957). "Following the simple guide of rule 8(f) that all pleadings shall be so construed as to do substantial justice"... "The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." The court also cited Rule 8(f) FRCP, which holds that all pleadings shall be construed to do substantial justice. And SCRCP Rule 8(f) Construction of Pleadings. All pleadings shall be so construed as to do substantial justice to all parties.

2. Haines v. Kerner, 404 U.S. 519 (1972). "Allegations such as those asserted by petitioner, however inartfully pleaded, are sufficient"... "which we hold to less stringent standards than formal pleadings drafted by lawyers.

3. Maty v. Grasselli Chemical Co., 303 U.S. 197 (1938), "Pleadings are intended to serve as a means of arriving at fair and just settlements of controversies between litigants... They should not raise barriers which prevent the achievement of that end. Proper pleading is important, but its importance consists in its effectiveness as a means to accomplish the end of a just judgment."

4. NAACP v. Button, 371 U.S. 415); United Mineworkers of America v. Gibbs, 383 U.S.715; and Johnson v. Avery, 89 S. Ct. 747 (1969) Members of groups who are competent nonlawyers can assist

other members of the group achieve the goals of the group in court without being charged with "unauthorized practice of law."

5. Sherar v. Cullen, 481 F. 2d 946 (1973) "There can be no sanction or penalty imposed upon one because of his exercise of Constitutional Rights."

6. Boyd v. United, 116 U.S. 616 at 635 (1885) Justice Bradley, "It may be that it is the obnoxious thing in its mildest form: but illegitimate and unconstitutional practices get their first footing in that way; namely, by silent approaches and slight deviations from legal modes of procedure. This can only be obviated by adhering to the rule that constitutional provisions for the security of persons and property should be liberally construed. A close and literal construction deprives them of half their efficacy, and leads to gradual depreciation of the right, as if it consisted more in sound than in substance. It is the duty of the Courts to be watchful for the Constitutional Rights of the Citizens, and against any stealthy encroachments thereon. Their motto should be Obsta Principiis."

7. Juliard v. Greeman, 110 U.S. 421 (1884) Supreme Court Justice Field, "There is no such thing as a power of inherent sovereignty in the government of the United States... In this country, sovereignty resides in the people, and Congress can exercise power which they have not, by their Constitution, entrusted to it. All else is withheld."

8. Miranda v. Arizona, 384 U.S. 426, 491; 86 S. Ct. 1603 "Where rights secured by the Constitution are involved, there can be no 'rule making' or legislation which would abrogate them."

Cynthia-J: Glenn / 12/4/24

Cynthia-J: Glenn ™ , Sui Juris
411 West Main Street, ICO Unit 87 Gray Court,
South Carolina 29645
864.350.2830
Appealing

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Requestor's Information

Full Name	Law Firm/Agency	Phone Number
Cynthia-J: Glenn ™		864-350-3830

Email Address: sandy@carolinaswaterbirth.com

Mailing Address: [illegible]

Is the requestor a party in the case? ☐ Yes ☐ No

If no, does the requestor represent a party? ☒ Yes ☐ No If yes, name of party: Cynthia J Glenn ™

Transcript Information

Docket Number	Full Case Caption (i.e. State v. John Doe or John Smith v. Jane Smith)	Circuit 21 / Family ☐
2024LP2300640	Fisher v. Glenn	

Date(s) of Proceeding	County	Appeal pending	Death Penalty
10/08/2024	Greenville	☒Yes ☐No	☐Yes ☐No

Presiding Judge: Alex Kinlaw

Opposing Counsel(s) (name and email address): Daniel Hughes

Court Reporter(s): ☒ WebEx ☐ DCRP

Special Circumstances
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☐ Adoption
☐ Any actions involving child custody/visitation

Portion of proceeding to be transcribed
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- ☐ Entire cross examination
- ☐ Entire redirect
- ☐ Examination of witness (W) by attorney (A)
  - W:
  - A:
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Requestor's Information		
Full Name Cynthia-J: Glenn ™	**Law Firm/Agency**	**Phone Number** 864-350-2830
Email Address sandy@carolinawaterbirth.com	**Mailing Address** 411 West Main Street (PO Box 97, Gray Court, South Carolina [29645]	
Is the requestor a party in the case? ☐ Yes ☐ No **If no, does the requestor represent a party?** ☒ Yes ☐ No If yes, name of party: Cynthia J Glenn ™		

Transcript Information			
Docket Number 2024LP2300640	**Full Case Caption** (i.e. State v. John Doe or John Smith v. Jane Smith) Fisher v. Glenn		**Circuit** ☑ **Family** ☐
Date(s) of Proceeding 10/08/2024	**County** Greenville	**Appeal pending** ☒ Yes ☐ No	**Death Penalty** ☐ Yes ☐ No

Presiding Judge
Alex Kinlaw

Opposing Counsel(s) (name and email address)
Daniel Hughes

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SCCA 806

South Carolina Judicial Branch

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Full Name	Law Firm/Agency	Phone Number
Cynthia-J: Glenn ™		864-350-2830

Email Address: sandy@carolinawaterbirth.com

Mailing Address: 451 West Main Street, Ste. 07, Box 207, Easley, South Carolina 29640

Is the requestor a party in the case? ☐ Yes ☐ No

If no, does the requestor represent a party? ☒ Yes ☐ No If yes, name of party: Cynthia J Glenn ™

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Presiding Judge
Alex Kinlaw

Opposing Counsel(s) (name and email address)
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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2022CP2301799

J Merainda Fisher et al
PLAINTIFF(S)

Cynthia J Glenn et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP; ☐ Rule 43(k), SCRCP (Vol. Not suit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other

☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to vacate, confirm, modify or modify arbitration award;
☐ Other

☐ STAYED DUE TO BANKRUPTCY

☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPROPRIATE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded.
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING THEIR CLIENT OF ANY ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING ON THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order (Check order to follow) ☐ Statement of Judgment by the Court.

The matter before the Court is a motion filed by the Defendant in the matter. The Plaintiff was present with her attorney Daniel Roper Hughes, The Defendant, Cynthia J. Glenn was not present to move forward with the motion filed, therefore the motion filed is dismissed.

ORDER INFORMATION

This order ☐ does ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/1/2024.

Cynthia J Glenn for Cynthia J Glenn
Carolina Water Birth
Fisher And Reid LLC
Carolina Birth Center LLC
Cynthia J Glenn for Cynthia J Glenn

NAMES OF TRADITIONAL PARTIES SERVED BY MAIL

SCRCP Form 4K E (06/11/2007)

ELECTRONICALLY FILED - 2024-09-30 11:11:25 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2301799

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in these counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2024 Oct 11 11:23 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2303725

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE (803) 734-1890
FAX (803) 734-1839
www.sccourts.org

November 25, 2024

Cynthia J. Glenn
411 West Main Street
ICO Unit 87
Gray Court SC 29645

Re: J. Mereinda Fisher v. Cynthia J. Glenn (2)
Appellate Case No. 2024-001914

Dear Ms. Glenn:

Our records reflect that the time for ordering the transcript has expired. Within ten days of the date of this letter, you must file a copy of the letter showing that you have timely ordered the transcript from the court reporter. If you have not timely ordered the transcript, you must serve and file a motion requesting permission to order the transcript outside of the filing deadlines set by Rule 207 of the SCACR, along with a copy of your letter addressed to the court reporter.

Be sure to copy the Court, the Office of Court Administration and opposing counsel with all correspondence concerning the transcript. The address for Court Administration is as follows:

South Carolina Office of Court Administration
1220 Senate Street, Suite 200
Columbia, SC 29201

You must advise the Court of the status of the transcript within ten (10) days of the date of this letter, or your appeal will be dismissed.

Very truly yours,

Catherine Hannigan, Deputy

CLERK

cc: Daniel Roper Hughes, Esquire

October 17, ~~2023~~ 2024

Cynthia-Jane: Glenn
411 West Main Street, ICO Unit 87
Gray Court, South Carolina [29645]

Brice Garrett
Clerk of Court, Custodian of Records
305 E. North Street
Greenville County Courthouse
Greenville, SC 29601

Dear Ms. Garrett,

This is a request for access to the public records listed below pursuant to the S.C. Freedom of Information Act, SC Code 30-4-10, et seq. Whereas court files are public records and anyone who makes a proper request to view or copy court files should be allowed to do so. Court recordings are not a proper exemption within the guidelines and this request does not violate federal or state privacy acts.

The South Carolina Supreme Court has repeatedly stated that the "FOIA creates an affirmative duty on the part of public bodies to disclose information. The purpose of the Act is to protect the public by providing for disclosure of information." Bellamy v. Brown; see also Campbell v. Marion County Hospt. Dist, Burton v. York City. Sheriff's Dep't. To achieve these purposes, the General Assembly provided that "[a]ny person has a right to inspect or copy any public record of a public body, except as otherwise provided by 30-4-40, in accordance with reasonable rules concerning time and place of access." Additionally, Attorney General Alan Wilson's opinion dated April 5, 2017 regarded audio tape recordings of a public body (such as the GREENVILLE COUNTY COURT) to be public record and therefore subject to disclosure under FOIA.

I am hereby requesting a copy of the webEx recording as well as any other video or audio recordings regarding the cases 2024LP2300640 and 2022CP2301799, Fisher v. Glenn, held in the presence of Alex Kinlaw on October 8,2024. I can be reached by telephone at 864-350-2830 to schedule a time to retrieve the records.

If there is a charge for providing me access, please advise me of your estimate of the charge and its basis when you contact me to arrange access. I am happy to provide a usb or other storage device if necessary.

I look forward to hearing from you within the time limits set by the law.

Sincerely,

Cynthia-Jane: Glenn

November 29, 2024

Cynthia-Jane: Glenn
411 West Main Street, ICO Unit 87
Gray Court, South Carolina [29645]
carolinabirthcenter@gmail.com
864-350-2830

Brice Garrett
Clerk of Court, Custodian of Records
305 E. North Street
Greenville County Courthouse
Greenville, SC 29601

Dear Ms. Garrett,

Dear Ms. Brice,

Attached please find a FOIA request for the recordings of cases 2024LP2300640 and 2022CP2301799, Fisher v. Glenn, held in the presence of Alex Kinlaw on October 8,2024. It has now been 43 days and I have not received any correspondence or an acknowledgement of receipt.

The year of the request appears to be incorrect in the 1st correspondence, so I am repairing that today and sending another request.

As this matter is in appeal with strict timelines, I asked that the matter be expedited.

I look forward to hearing from you promptly.

Cynthia-jane: glenn

Cynthia-j: Glenn, without prejudice

cc: South Carolina Court of Appeals

RECEIVED
Dec 05 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals [In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY

Appellate Case No. 2024-001914

J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC — Respondent,

v.

Cynthia J. Glenn ™ , individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth
Defendants — Appellant.

PROOF OF SERVICE

Response to Transcript Deficiency Letter AND Notice of pro se Rights was mailed USPS, postage paid, to Duggan and Hughes 457 Pennsylvania Ave # B, Greer, SC 29650 on ___12/4/2024__.

Cynthia-J: Glenn ™ , 12/4/24

Cynthia-J: Glenn ™ , Sui Juris
411 West Main Street, ICO Unit 87 Gray Court,
South Carolina 29645
864.350.2830
Appealing

RECEIVED
Dec 05 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals [In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas Alex Kinlaw, Common Pleas

Appellate Case No. 2024-001914

J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC, Respondent,

v.

Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth, Defendants,

Of which Cynthia J. Glenn, individually, and as Member of Fisher and Reid, LLC is the Appellant.

Response to Transcript

Deficiency Letter AND

Notice of Pro Se Rights

Attached please find this appellants stamped request for transcript Oct 11 2024 11: 25 AM on form SCCA 800 and then again on Nov 12, 2024 as instructed in an email from transcripts@sccourts.org. I have been informed that the transcript is ready but have not yet received a copy. I am currently waiting on a response to my request for the court audio/video recordings from Greenville County Clerk of Court, Custodian of Records. Attached, you will see that they were requested on October 17, 2024 and again on November 29, 2024.

Cynthia-J: Glenn, 12/4/24

Cynthia-J: Glenn ™, Sui Juris
411 West Main Street, ICO Unit 87 Gray Court,
South Carolina 29645
864.350.2830
Appealing

Notice of Nonlawyer Rights

I, Cynthia-J: Glenn™, a living woman, agent for CYNTHIA GLENN, the registered agent for the dissolved CYNTHIA GLENN LLC which was the registered agent for the dissolved Carolina Birth Center LLC, have petitioned the court Sui Juris and have full power to act in the same manner as the principle. Having given notice as Agent/Attorney in-fact or next friend, for Lawful Counsel, acting on behalf of the Principles come now to give further notice that I retain all rights afforded to nonlawyer representatives.

1. Conley v. Gibson, 355 U.S. 41 at 48 (1957). "Following the simple guide of rule 8(f) that all pleadings shall be so construed as to do substantial justice"... "The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." The court also cited Rule 8(f) FRCP, which holds that all pleadings shall be construed to do substantial justice. And SCRCP Rule 8(f) Construction of Pleadings. All pleadings shall be so construed as to do substantial justice to all parties.

2. Haines v. Kerner, 404 U.S. 519 (1972). "Allegations such as those asserted by petitioner, however inartfully pleaded, are sufficient"... "which we hold to less stringent standards than formal pleadings drafted by lawyers.

3. Maty v. Grasselli Chemical Co., 303 U.S. 197 (1938), "Pleadings are intended to serve as a means of arriving at fair and just settlements of controversies between litigants... They should not raise barriers which prevent the achievement of that end. Proper pleading is important, but its importance consists in its effectiveness as a means to accomplish the end of a just judgment."

4. NAACP v. Button, 371 U.S. 415); United Mineworkers of America v. Gibbs, 383 U.S.715; and Johnson v. Avery, 89 S. Ct. 747 (1969) Members of groups who are competent nonlawyers can assist

other members of the group achieve the goals of the group in court without being charged with "unauthorized practice of law."

5. Sherar v. Cullen, 481 F. 2d 946 (1973) "There can be no sanction or penalty imposed upon one because of his exercise of Constitutional Rights."

6. Boyd v. United, 116 U.S. 616 at 635 (1885) Justice Bradley, "It may be that it is the obnoxious thing in its mildest form: but illegitimate and unconstitutional practices get their first footing in that way; namely, by silent approaches and slight deviations from legal modes of procedure. This can only be obviated by adhering to the rule that constitutional provisions for the security of persons and property should be liberally construed. A close and literal construction deprives them of half their efficacy, and leads to gradual depreciation of the right, as if it consisted more in sound than in substance. It is the duty of the Courts to be watchful for the Constitutional Rights of the Citizens, and against any stealthy encroachments thereon. Their motto should be Obsta Principiis."

7. Juliard v. Greeman, 110 U.S. 421 (1884) Supreme Court Justice Field, "There is no such thing as a power of inherent sovereignty in the government of the United States... In this country, sovereignty resides in the people, and Congress can exercise power which they have not, by their Constitution, entrusted to it. All else is withheld."

8. Miranda v. Arizona, 384 U.S. 426, 491; 86 S. Ct. 1603 "Where rights secured by the Constitution are involved, there can be no 'rule making' or legislation which would abrogate them."

Cynthia-J: Glenn / 12/4/24

Cynthia-J: Glenn ™ , Sui Juris
411 West Main Street, ICO Unit 87 Gray Court,
South Carolina 29645
864.350.2830
Appealing

RECEIVED
Nov 12 2024
SC Court of Appeals

South Carolina Judicial Branch

TRANSCRIPT REQUEST FORM

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter/Transcriptionist and to South Carolina Court Administration at transcripts@sccourts.org. If WebEx or DCRP were used to capture the record, please indicate below and send the form to transcripts@sccourts.org.

Requestor's Information

Full Name	Law Firm/Agency	Phone Number
Cynthia-J: Glenn ™		864-350-3830

Email Address: sandy@carolinawaterbirth.com

Mailing Address: 411 West Main Street P.O. Box 87 Easley, South Carolina [illegible]

Is the requestor a party in the case? ☐ Yes ☐ No

If no, does the requestor represent a party? ☒ Yes ☐ No If yes, name of party: Cynthia J Glenn ™

Transcript Information

Docket Number	Full Case Caption (i.e. State v. John Doe or John Smith v. Jane Smith)	Circuit 21 / Family ☐
2024LP2300640	Fisher v. Glenn	

Date(s) of Proceeding	County	Appeal pending	Death Penalty
10/08/2024	Greenville	☒Yes ☐No	☐Yes ☐No

Presiding Judge: Alex Kinlaw

Opposing Counsel(s) (name and email address): Daniel Hughes

Court Reporter(s): ☒ WebEx ☐ DCRP

Special Circumstances

Is the hearing to be transcribed one of the following:

- ☐ Termination of parental rights
- ☐ Adoption
- ☐ Any actions involving child custody/visitation

Portion of proceeding to be transcribed

- X Entire hearing
- ☐ Voir dire by judge
- ☐ Jury selection
- ☐ Plaintiff's opening statement
- ☐ Defendant's opening statement
- ☐ Plaintiff's closing arguments
- ☐ Defendant's closing arguments
- ☐ Entire direct examination
- ☐ Entire cross examination
- ☐ Entire redirect
- ☐ Examination of witness (W) by attorney (A)
  - W:
  - A:
- ☐ Ruling of the court

Delivery Timeframe

(check Rule 607 for current page rates)

- ☐ Quote
- ☐ Rough Draft
- ☐ Overnight delivery
- ☐ Daily delivery
- ☐ Expedited delivery (7 days) Due on/before:
- X Regular delivery (60 days)

Delivery Method *(additional fees may apply)*

- X PDF / Email
- ☐ Hard Copy-Priority Mail ($80 + shipping)
- ☐ PDF & Hard Copy-Priority Mail ($80 + shipping)

Responsible Payor

- X Private / Self
- ☐ Court Appointed Counsel
  - *Appeals Attorney*
  - *Email*
- ☐ Other

Next Hearing Date

Requestor's Signature: _____ **Date:** _____

Typed name will serve as signature

NOTE: Requests will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party, regardless of indigent status. Please promptly submit your payment in the method of payment requested, in order for the transcript to be produced. In some cases, a deposit may be required before a transcript can be placed in the production queue. You may also request a quote before deciding to order. ***If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.***

If you are ordering a transcript pursuant to Rule 207(a)(1), SCACA, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter or transcriptionist.

Revised 03/2023
SCCA 3(d)

RECEIVED
Nov 12 2024
SC Court of Appeals

South Carolina Judicial Branch

TRANSCRIPT REQUEST FORM

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter/Transcriptionist and to South Carolina Court Administration at [illegible]. If WebEx or DCRP were used to capture the record, please indicate below and send the form to [illegible].

Requestor's Information		
Full Name Cynthia-J: Glenn ™	**Law Firm/Agency**	**Phone Number** 864-350-2830
Email Address sandy@carolinawaterbirth.com	**Mailing Address** 411 West Main Street (PO Box 97, Gray Court, South Carolina [29645]	
Is the requestor a party in the case? ☐ Yes ☐ No **If no, does the requestor represent a party?** ☒ Yes ☐ No If yes, name of party: Cynthia J Glenn ™		

Transcript Information			
Docket Number 2024LP2300640	**Full Case Caption** (i.e. State v. John Doe or John Smith v. Jane Smith) Fisher v. Glenn		**Circuit** ☑ **Family** ☐
Date(s) of Proceeding 10/08/2024	**County** Greenville	**Appeal pending** ☒ Yes ☐ No	**Death Penalty** ☐ Yes ☐ No

Presiding Judge
Alex Kinlaw

Opposing Counsel(s) (name and email address)
Daniel Hughes

Special Circumstances
Is the hearing to be transcribed one of the following:
☐ Termination of parental rights
☐ Adoption
☐ Any actions involving child custody/visitation.

Court Reporter(s)
☒ WebEx
☐ DCRP

Portion of proceeding to be transcribed
☒ Entire hearing
☐ Voir dire by Juror
☐ Jury selection
☐ Plaintiff's opening statement
☐ Defendant's opening statement
☐ Plaintiff's closing arguments
☐ Defendant's closing arguments
☐ Entire direct examination
☐ Entire cross examination
☐ Entire redirect
☐ Examination of witness (W) by attorney (A)
W:
A:
☐ Ruling of the Court

Delivery Timeframe
(check Rule 607 for current page rates)
☐ Quote
☐ Rough Draft
☐ Overnight delivery
☐ Daily delivery
☐ Expedited delivery (7 days) **Due on/before:**
☒ Regular delivery (30 days)

Delivery Method *(additional fees may apply)*
☒ PDF / Email
☐ Hard Copy/Priority Mail ($50 + shipping)
☐ PDF & Hard Copy Priority Mail ($50 + shipping)

Responsible Payor
☒ Private / Self
☐ Court Appointed Counsel
Appeals Attorney
Email
☐ Other

Next Hearing Date

Requestor's Signature: _____ **Date:** _____
(Typed name will serve as signature)

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Revised 03/2023
SCCA 806

South Carolina Judicial Branch

TRANSCRIPT REQUEST FORM

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter/Transcriptionist and to South Carolina Court Administration at [illegible]. If WebEx or DCRP were used to capture the record, please indicate below and send the form to [illegible].

Requestor's Information		
Full Name Cynthia-J: Glenn ™	**Law Firm/Agency**	**Phone Number** 864-350-2830
Email Address sandy@carolinawaterbirth.com	**Mailing Address** 451 West Main Street A, Office 87, Easley, South Carolina 29640	
Is the requestor a party in the case? ☐ Yes ☐ No **If no, does the requestor represent a party?** ☒ Yes ☐ No If yes, name of party: Cynthia J Glenn ™		

Transcript Information			
Docket Number 2024LP2300640	**Full Case Caption** (i.e. State v. John Doe or John Smith v. Jane Smith) Fisher v. Glenn		**Circuit** ☒ **Family** ☐
Date(s) of Proceeding 10/08/2024	**County** Greenville	**Appeal pending** ☒Yes ☐No	**Death Penalty** ☐Yes ☐No

Presiding Judge
Alex Kinlaw

Opposing Counsel(s) (name and email address)
Daniel Hughes

Special Circumstances
Is the hearing to be transcribed one of the following:
- ☐ Termination of parental rights
- ☐ Adoption
- ☐ Any actions involving child custody/visitation.

Court Reporter(s)

X WebEx
☐ DCRP

Portion of proceeding to be transcribed
- X Entire hearing
- ☐ Voir dire by juror
- ☐ Jury selection
- ☐ Plaintiff's opening statement
- ☐ Defendant's opening statement
- ☐ Plaintiff's closing argument
- ☐ Defendant's closing argument
- ☐ Entire direct examination
- ☐ Entire cross examination
- ☐ Entire redirect
- ☐ Examination of witness (w) by attorney (A)
  - W:
  - A:
- ☐ Ruling of the court

Delivery Timeframe
(check Rule 607 for current page rates)
- ☐ Quote
- ☐ Rough Draft
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- ☐ Expedited delivery (7 days) **Due on/before:**
- X Regular delivery (60 days)

Delivery Method *(additional fees may apply)*
- X PDF / Email
- ☐ Hard Copy (Priority Mail) **($50 + shipping)**
- ☐ PDF & Hard Copy Priority Mail **($50 + shipping)**

Responsible Payor
- X Private / Self
- ☐ Court Appointed Counsel
  - *Appeals Attorney*
  - *Email*
- ☐ Other

Next Hearing Date

Requestor's Signature: _____ **Date:** _____
(Typed name will serve as signature)

NOTE: Requests will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts which are not provided for free or at reduced rates to any party, regardless of indigent status. Please promptly submit your payment in the method of payment requested, in order for the transcript to be produced. In some cases, a deposit may be required before the transcript can be placed in the production queue. You may also request a quote before deciding to order. ***If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.***

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2022CP2301799

J Merainda Fisher et al
PLAINTIFF(S)

Cynthia J Glenn et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP; ☐ Rule 43(k), SCRCP (Voluntary Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to vacate, confirm, modify or modify confirmation award; ☐ Other

☐ STAYED DUE TO BANKRUPTCY

☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPROPRIATE BOX): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

SCCL: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING CLERK OF THE DISPOSITION OF ANY ADMINISTRATIVE AGENCY OR CIRCUIT COURT RULING ON THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order (cross out order to follow) ☐ Statement of Judgment by the Court.

The matter before the Court is a motion filed by the Defendant in the matter. The Plaintiff was present with her attorney Daniel Roper Hughes, The Defendant, Cynthia J. Glenn was not present to move forward with the motion filed, therefore the motion filed is dismissed.

ORDER INFORMATION

This order ☐ sets / ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/1/2024.

Cynthia J Glenn for Cynthia J Glenn
Carolina Water Birth
Fisher And Reid LLC
Carolina Birth Center LLC
Cynthia J Glenn for Cynthia J Glenn

NAMES OF TRADITIONAL PARTIES SERVED BY MAIL

SCRCP Form 4K E (06/11/2007)

ELECTRONICALLY FILED - 2024-09-30 11:11:25 AM - GREENVILLE - COMMON PLEAS - CASE#:2022CP2301799

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment stamp is not required in these counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2024 Oct 11 11:23 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2303725

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE (803) 734-1890
FAX (803) 734-1839
www.sccourts.org

November 25, 2024

Cynthia J. Glenn
411 West Main Street
ICO Unit 87
Gray Court SC 29645

Re: J. Mereinda Fisher v. Cynthia J. Glenn (2)
Appellate Case No. 2024-001914

Dear Ms. Glenn:

Our records reflect that the time for ordering the transcript has expired. Within ten days of the date of this letter, you must file a copy of the letter showing that you have timely ordered the transcript from the court reporter. If you have not timely ordered the transcript, you must serve and file a motion requesting permission to order the transcript outside of the filing deadlines set by Rule 207 of the SCACR, along with a copy of your letter addressed to the court reporter.

Be sure to copy the Court, the Office of Court Administration and opposing counsel with all correspondence concerning the transcript. The address for Court Administration is as follows:

South Carolina Office of Court Administration
1220 Senate Street, Suite 200
Columbia, SC 29201

You must advise the Court of the status of the transcript within ten (10) days of the date of this letter, or your appeal will be dismissed.

Very truly yours,

Catherine Hannigan, Deputy

CLERK

cc: Daniel Roper Hughes, Esquire

October 17, ~~2023~~ 2024

Cynthia-Jane: Glenn
411 West Main Street, ICO Unit 87
Gray Court, South Carolina [29645]

Brice Garrett
Clerk of Court, Custodian of Records
305 E. North Street
Greenville County Courthouse
Greenville, SC 29601

Dear Ms. Garrett,

This is a request for access to the public records listed below pursuant to the S.C. Freedom of Information Act, SC Code 30-4-10, et seq. Whereas court files are public records and anyone who makes a proper request to view or copy court files should be allowed to do so. Court recordings are not a proper exemption within the guidelines and this request does not violate federal or state privacy acts.

The South Carolina Supreme Court has repeatedly stated that the "FOIA creates an affirmative duty on the part of public bodies to disclose information. The purpose of the Act is to protect the public by providing for disclosure of information." Bellamy v. Brown; see also Campbell v. Marion County Hospt. Dist, Burton v. York City. Sheriff's Dep't. To achieve these purposes, the General Assembly provided that "[a]ny person has a right to inspect or copy any public record of a public body, except as otherwise provided by 30-4-40, in accordance with reasonable rules concerning time and place of access." Additionally, Attorney General Alan Wilson's opinion dated April 5, 2017 regarded audio tape recordings of a public body (such as the GREENVILLE COUNTY COURT) to be public record and therefore subject to disclosure under FOIA.

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I look forward to hearing from you within the time limits set by the law.

Sincerely,

Cynthia-Jane: Glenn

November 29, 2024

Cynthia-Jane: Glenn
411 West Main Street, ICO Unit 87
Gray Court, South Carolina [29645]
carolinabirthcenter@gmail.com
864-350-2830

Brice Garrett
Clerk of Court, Custodian of Records
305 E. North Street
Greenville County Courthouse
Greenville, SC 29601

Dear Ms. Garrett,

Dear Ms. Brice,

Attached please find a FOIA request for the recordings of cases 2024LP2300640 and 2022CP2301799, Fisher v. Glenn, held in the presence of Alex Kinlaw on October 8,2024. It has now been 43 days and I have not received any correspondence or an acknowledgement of receipt.

The year of the request appears to be incorrect in the 1st correspondence, so I am repairing that today and sending another request.

As this matter is in appeal with strict timelines, I asked that the matter be expedited.

I look forward to hearing from you promptly.

Cynthia-jane: glenn

Cynthia-j: Glenn, without prejudice

cc: South Carolina Court of Appeals

RECEIVED
Dec 05 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals [In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY

Appellate Case No. 2024-001914

J. Mereinda Fisher, individually, and as Member of Fisher and Reid, LLC — Respondent,

v.

Cynthia J. Glenn ™ , individually, and as Member of Fisher and Reid, LLC, and Carolina Birth Center, LLC d/b/a Carolina Water Birth
Defendants — Appellant.

PROOF OF SERVICE

Response to Transcript Deficiency Letter AND Notice of pro se Rights was mailed USPS, postage paid, to Duggan and Hughes 457 Pennsylvania Ave # B, Greer, SC 29650 on ___12/4/2024__.

Cynthia-J: Glenn ™ , Sui Juris
411 West Main Street, ICO Unit 87 Gray Court,
South Carolina 29645
864.350.2830
Appealing

Case 2022CP2301799-J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al added to Court Roster for period 2023-10-12 through 2023-11-01.

From lcoker@greenvillecounty.org
To carolinabirthcenter@gmail.com
Date 2023-10-12 07:46

Summary Headers

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

2nd of 2 E-MAILS - Status Conf. Roster
CUT-OFF DATE NOVEMBER 1, 2023
1. You MUST AGREE ON A TRIAL TERM and EMAIL THE STATUS CONF. FORM to lcoker@greenvillecounty.org DO NOT E-FILE SCHEDULING ORDERS
2. TRIAL TERMS and the STATUS CONF. FORM are found at
https://www2.greenvillecounty.org/SCJD/courtrosters/RosterSelection.aspx
3. DAY CERTAIN REQUESTS MUST be listed on the form beside the term you agree to.
Judge Morgan will set cases as Back-Up instead of Restatusing.
4. Please do not email the Judge or his staff.
5. Attorneys are to notify pro se parties.
CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Case 2022CP2301799-J Mereinda Fisher , plaintiff, et al vs. Cynthia J Glenn , defendant, et al added to Court Roster for period 2023-10-12 through 2023-11-01.

From roster@greenvillecounty.org
To carolinabirthcenter@gmail.com
Date 2023-10-12 07:14

Summary Headers

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1st of 2 E-MAILS - Status Conf. Roster
JUDGE MORGAN MEMO:
1. After reviewing the Roster, it has come to my attention that too many cases are being restatused. Cases listed as "Restatused" MUST pick a trial date. If a trial date cannot be agreed upon, then consider filing a 40j before the Nov. 1 cut-off.
2. Cases that are settled must E-file settlement documents PRIOR to Nov. 1.
3. All other cases should agree on a Trial Term listed on the Internet Roster.
4. REMINDER: Cases must be mediated within 300 days of filing
5. Detailed Notices from Lyndall Coker will follow.
CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.