

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY) 2024-CP-26-00018

Willis Jowan Mitchell,)

Plaintiff,)

vs.)

Pine Cove MHP, LLC and Craig)

Warren Sturgill,)

Defendant.)

Transcript of Record

JULY 21, 2025

RECEIVED

Jan 20 2026

SC Court of Appeals

B E F O R E:

Honorable Benjamin H. Culbertson
Horry County Courthouse
Conway, South Carolina

A P P E A R A N C E S:

John C. Zilinsky, Esquire
Attorney for Defendant

Sallie Beth Todd
Official Court Reporter

1 THE COURT: All right. This is 20224-CP-26-00018, Willis
2 Jowan Mitchell versus Pine Cove MHP, LLC and others. The
3 matter is before the Court on a non-jury trial.

4 Mr. Zilinsky, you represent the defendant?

5 MR. ZILINSKY: That's correct, Your Honor.

6 THE COURT: All right. Present -- the plaintiff is pro
7 se and is not present.

8 Anything preliminary before we get started?

9 MR. ZILINSKY: Because he's not here to prosecute his
10 claims, Your Honor, I'd move that the plaintiff's complaint be
11 dismissed, and that you allow us to present our counterclaims.

12 THE COURT: All right. Due to the plaintiff's failure to
13 appear and prosecute his cause of action, I'll dismiss the
14 plaintiff's complaint.

15 MR. ZILINSKY: At this time, Your Honor, I'd like to call
16 Mr. Craig Sturgill to the witness stand.

17 THE COURT: All right. Come forward, please.

18 **CRAIG STURGILL, HAVING BEEN DULY SWORN TESTIFIES AS**

19 **FOLLOWS:**

20 THE CLERK: Please state your first and last name and
21 spell your last name.

22 MR. STURGILL: Craig Sturgill, S-T-U-R-G-I-L-L.

23 THE COURT: All right, Mr. Zilinsky.

24 MR. ZILINSKY: Thank you, Your Honor.

25 **DIRECT EXAMINATION OF MR. STURGILL BY MR. ZILINSKY:**

1 Q: Craig, would you please state your residence address?

2 A: 511 Creekview Court, Murrells Inlet, 29576.

3 Q: Okay. And are you the owner and operator of one of the
4 defendants in this case, Pine Cove Mobile Home Park?

5 A: Yes, I'm a half owner, a 50 percent owner.

6 Q: And who is your other -- who is your partner in that?

7 A: Richard Cox.

8 Q: Okay. And you have authority to act on behalf of the
9 LLC?

10 A: Yes, I do.

11 Q: Okay. Tell us -- please tell the Court about -- do you
12 have a -- how many units are present in the mobile home park
13 that's the subject of this action?

14 A: There are 37 mobile home lots on about 7.5 acres in
15 Conway.

16 Q: Okay. Do you and your partner -- does the LLC have a
17 program whereby people who might not otherwise qualify for
18 homeownership can obtain ownership of a mobile home in your
19 park?

20 A: Yes. We purchased the property in 2020 and designed a
21 rent to own program for all of the existing tenants. There
22 were 30, approximately 30, homes there at the time and we gave
23 an opportunity for all of the existing tenants to get on this
24 program and have a chance to own the title to the home after a
25 three to five year period depending on their ---

1 Q: These were -- these are mobile homes that the mobile home
2 park owns, correct?

3 A: Correct. There were 37 lots and I think there were seven
4 empty lots at the time we purchased it and 30 existing mobile
5 homes.

6 Q: Okay. And does the program involve selling the buyer the
7 mobile home on an installment sales contract and also signing
8 a lease upfront for the lot lease for that mobile home?

9 A: Correct. There were two different contracts for each
10 property, and I think most of the original tenants signed up
11 for the program.

12 Q: And have you seen that people have been able to
13 successfully complete this program and obtain ownership?

14 A: Yes, I think there's been 12 people that have completed
15 their terms of the contracts and we've handed over their
16 titles to about 12 people, including one just this past
17 Thursday.

18 Q: Okay. And that's been since 2020, I think you said?

19 A: Correct.

20 Q: Okay. I'm going to hand you what I'm going to ask to be
21 marked as Defendant's Exhibit Number 1 for identification and
22 ask if you can identify this document for me.

23 A: Yes. This is one of the two contracts that we had for
24 each lot. This is the Mobile Home Lot Lease.

25 Q: Okay.

1 A: And this for the property, the Mitchell property ---

2 Q: The -- the renter on this Mobile Home Lot Lease is Jowan
3 Mitchell Willis?

4 A: Correct.

5 Q: Listed as Jowan Mitchell Willis. And he was supposed to
6 pay \$250 per month rent at the beginning of each month?

7 A: That was the lot rent at the time in 2020.

8 Q: Uh-huh. (Affirmative response)

9 A: There was since one lot increase, a lot rent increase two
10 years ago, so the current lot rent is \$300, but this was the
11 initial term of the lot lease.

12 Q: Okay. I'm going to ask you to look at paragraph 34 of
13 the agreement, and ask you what that concerns.

14 A: Paragraph 34 is relating to attorney's fees if there's
15 any legal proceedings that come about because of the tenancy.

16 Q: The prevailing party is entitled to an award of
17 attorney's fees and costs.

18 A: Right, correct.

19 Q: Okay. We're going to get to the amount of damages in a
20 minute.

21 MR. ZILINSKY: But, Your Honor, I'm going to ask that
22 this be admitted as -- sorry for my voice -- Defendant's
23 Exhibit Number 1.

24 THE COURT: All right. Defendant's Exhibit 1 is admitted
25 into evidence without objection.

1 THE COURT: All right. Defendant's Exhibit 2 admitted
2 into evidence without objection.

3 **(DEFENDANT'S EXHIBIT NUMBER 2 IS**
4 **ADMITTED INTO EVIDENCE)**

5 MR. ZILINSKY: Thank you, Your Honor.

6 BY MR. ZILINSKY:

7 Q: Craig, the reason you made the Counterclaim in this
8 action is because we take the position that Mr. Mitchell is in
9 breach of both the Lease Agreement and the Installment Sales
10 Contract; is that correct?

11 A: That's correct.

12 Q: Okay. I'm going to ask you -- I made three copies of
13 everything just in case. I'm going to ask you to identify
14 what's being marked as Defendant's Exhibit Number 3 for
15 identification. Is this -- first, identify what this is,
16 please.

17 A: Yes. This is the ledger that we keep for each tenant
18 from the beginning until today.

19 Q: Is this the ledger that you have on file as part of your
20 business records for Mr. Mitchell?

21 A: Correct.

22 Q: Okay. Do you have a figure on that document that
23 indicates that the balance due is \$14,261.50? Does that
24 include \$3,000 as a retainer that you paid for attorney's
25 fees?

1 A: Correct. This is -- this is our actual out of pocket
2 expenses as of today.

3 Q: Okay. It also includes \$171.50 in court costs indicated.

4 A: Correct. We had initially filed for the eviction for
5 non-payment of rent, I think, in February of 2024. And that's
6 when he filed the suit against us.

7 MR. ZILINSKY: Your Honor, with your permission I'm going
8 to give him some notes that he made before the trial.

9 THE COURT: All right.

10 MR. ZILINSKY: I'll give them to him for the purpose of
11 refreshing his memory.

12 BY MR. ZILINSKY:

13 Q: In these notes you made is the amount of unpaid rent
14 \$4,630?

15 A: That's correct.

16 Q: And those figures are shown in the Resident Ledger?

17 A: Correct.

18 Q: And the amount of late fees pursuant to the contract is
19 \$6,460?

20 A: That's correct.

21 Q: That's correct. So unpaid late fees and unpaid rent
22 total \$11,090.

23 A: That's correct.

24 Q: Okay.

25 A: As of today.

1 Q: As of today.

2 MR. ZILINSKY: Your Honor, I'm going to ask that this
3 ledger be admitted to the record as Defendant's Exhibit Number
4 3.

5 THE COURT: Okay. Defendant's Exhibit Number 3 admitted
6 into evidence without objection.

7 **(DEFENDANT'S EXHIBIT NUMBER 3 IS**
8 **ADMITTED INTO EVIDENCE)**

9 MR. ZILINSKY: Thank you, Your Honor.

10 BY MR. ZILINSKY:

11 Q: Now, the lawsuit was brought against you individually and
12 Pine Cove MHP, LLC; is that correct?

13 A: That's correct.

14 Q: You individually never entered into any contractual
15 agreements of any kind with the plaintiff in this matter; did
16 you?

17 A: I did not.

18 Q: Okay. You individually have had nothing to do with --
19 everything that you've done with regard to this, the subject,
20 the events concerning this case, is acting through your
21 participation as a member of the LLC; is that correct?

22 A: Correct. Everything that I've done has been as managing
23 partner in the LLC.

24 MR. ZILINSKY: Your Honor, I'd like to move that Mr.
25 Sturgill individually be dismissed as a defendant.

1 THE COURT: All right. Motion is granted.

2 MR. ZILINSKY: Thank you, Your Honor.

3 THE COURT: All right. What all do you have -- well I
4 mean I've already -- so he's not seeking on the counterclaim,
5 okay. I'll grant that.

6 MR. ZILINSKY: Okay. We had put that in our Answer, and
7 I just wanted to do that for the record. Thank you.

8 We've got -- Your Honor, I have an Attorney's Fee
9 Affidavit that I would like to submit for attorney's fees and
10 costs. Would you like for me to hand that up, or would you
11 like for me to ask him some questions about ---

12 THE COURT: How ever you want to handle it, it doesn't
13 matter.

14 MR. ZILINSKY: Okay.

15 THE COURT: Let's get it marked as an exhibit. And
16 that's ---

17 COURT REPORTER: Four.

18 THE COURT: --- four.

19 MR. ZILINSKY: That will be number 4, yes, sir.

20 THE COURT: Defendant's Exhibit 4 is admitted into
21 evidence without objection.

22 **(DEFENDANT'S EXHIBIT NUMBER 4 IS**

23 **ADMITTED INTO EVIDENCE)**

24 BY MR. ZILINSKY:

25 Q: Craig, the affidavit that you submitted indicates that my

1 firm's fees to date are \$4,204.33. Is that to the best of
2 your knowledge an accurate figure?

3 A: That sounds correct and I think we've paid only a \$3,000
4 retainer.

5 Q: You've paid a \$3,000 retainer. Yes, sir. And the
6 affidavit also indicates that the costs for miscellaneous
7 filing fees and so forth are a total of \$275.81.

8 A: That's correct.

9 Q: Okay.

10 MR. ZILINSKY: Your Honor, that's all I have for this
11 witness.

12 Please answer any questions the Court may have.

13 THE COURT: You may step down.

14 All right. You can call your next witness.

15 MR. ZILINSKY: This is all we have, Your Honor.

16 THE COURT: All right. So what's the total amount you're
17 asking for?

18 MR. ZILINSKY: Your Honor, because the rent and fees
19 total \$11,090, and the attorney's fees and costs total
20 \$4,480.14, we are asking for a judgment in the amount of
21 \$15,570.14.

22 THE COURT: And \$4,000 -- oh, okay, all right.

23 MR. ZILINSKY: The \$4630 and \$6460 were components of the
24 rent and fees.

25 THE COURT: All right. I'll grant judgement in favor of

1 the plaintiff (sic) against the defendant (sic) for
2 \$15,570.14; is that correct?

3 MR. ZILINSKY: That's correct, Your Honor.

4 THE COURT: All right. Are you going to prepare an
5 order?

6 MR. ZILINSKY: I will. And we are asking for an Order of
7 Ejectment as well.

8 THE COURT: Okay. Is there testimony -- I guess there
9 was testimony that he hasn't paid, yes. I'll go ahead and
10 I'll grant the ejectment. If you will prepare an order.

11 MR. ZILINSKY: Thank you, Your Honor. I would also like
12 to point out that in my affidavit I made reference to the fact
13 that the Lease Agreement has a provision for attorney's fees.
14 I overlooked the fact that the Installment Sales Contract does
15 as well in Paragraph 8.

16 THE COURT: All right. But that's included in your total
17 fees?

18 MR. ZILINSKY: It is, Your Honor.

19 THE COURT: All right. Thank you very much.

20 MR. ZILINSKY: Thank you.

21 **(END OF TRIAL)**

22