STATE OF SOUTH CAROLINA **COUNTY OF DORCHESTER**	**IN THE COURT OF COMMON PLEAS** **CASE NO. 2025-CP-18-01305**
Shontea Jones Taylor, **Plaintiff,** **vs.** **Sandra Forsythe and Claude Forsythe,** **Defendants.**	**ORDER DENYING PLAINTIFF TAYLOR'S MOTIONS FOR RELIEF FROM JUDGMENT AND TO CONFIRM OR EXTEND STAY**

This matter came before me in the above-captioned action at a specially set and duly noticed hearing conducted by WebEx on February 25, 2026, of motions made by the Plaintiff ("Taylor") for relief from the ejectment judgment issued by order of the Honorable Christopher D. Taylor on November 24, 2025, and to confirm that the stay on appeal issued by the Honorable Charles J. McCutchen by his order filed on December 5, 2025, remains in effect. The hearing was attended by Taylor, *pro se*, and by the Defendants, Sandra and Claude Forsythe ("the Forsythes"), and their counsel. As explained below, after reviewing the record and hearing arguments from the parties, both of Taylor's motions are denied.

Taylor brought this action against the Forsythes concerning property at 4201 Buck Creek Court, North Charleston, South Carolina, in Dorchester County, which the Forsythes lease from the property's owner. Taylor, in turn, occupies the property under a sublease from Sandra Forsythe, as shown by the sublease document that is an exhibit to Taylor's complaint.

On the Forsythe's motion to dismiss, Taylor's claims against the Forsythes were dismissed by order of Judge McCutchen for failure of her complaint to state facts sufficient to constitute a cause of action.

On July 9, 2025, the same date they served their motion to dismiss, the Forsythes served an answer and counterclaim on Taylor. To date, Taylor has not served a responsive pleading to the Forsythes' counterclaim. Since she allowed her time to serve a responsive pleading to expire without one being served, the Forsythes sought and obtained an order that granted default judgment against Taylor on the Forsythes' ejectment claim and directed that a later hearing be held to establish the damages judgment against Taylor on the claim for breach of the sublease contract.

During the process of the Forsythes seeking that order, Taylor was advised of her default of the counterclaims and the effect of that default by numerous communications and documents that were served and otherwise provided, such as by email, to Taylor by the Forsythes' counsel. Taylor did not seek relief from default even after being expressly informed of her default and its effect.

The ejectment order directed a later hearing on damages because the Forsythes need to evaluate the condition of the property in order to know what damage Taylor may have done to it. The process contemplated by the ejectment order was that Taylor would be ejected from the property as soon as five days from the issuance of the order, the Forsythes would go back into possession of it, and the Forsythes would then be in a position to assess the condition of the property and provide a fuller picture of their damages to the court.

Before the five days after which the ejectment judgment could be enforced had run, Taylor filed a notice of appeal. She followed it shortly with a motion for a stay on appeal, since there is no automatic stay on the appeal of an ejectment order. Rule 241(b)(10), SCACR; S.C. Code Ann. § 27-40-800. Judge McCutchen granted Taylor a stay during the pendency of the appeal, on the condition that she scrupulously meet rent payment requirements.

The Forsythes moved to dismiss Taylor's appeal, since there is ordinarily no appeal from a default judgment; rather, the more appropriate process to challenge a default judgment is by motion for relief from the judgment. Winesett v. Winesett, 287 S.C. 332, 334, 338 S.E.2d 340 (1985). The Court of Appeals granted that motion, dismissed the appeal, and has now issued the remittitur that ended the appeal.

After the issuance of the remittitur, the Forsythes sought for the sheriff's department to assist them in enforcing the judgment and carrying out the eviction. The sheriff's department, understandably confused about whether enforcement could go forward, directed the Forsythes to the clerk of court, and, because of the pendency of Taylor's motions subject of this order, I advised the clerk of court that enforcement should wait until the court's decision on the motions. The court set Taylor's motions for the specially scheduled hearing, resulting in the issuance of this order.

Motion for relief from judgment. First, the court examines the motion for relief from the judgment.

Rule 60(b), SCRCP, provides that:

> On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:
>
> (1) mistake, inadvertence, surprise, or excusable neglect;
> (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
> (3) fraud, misrepresentation, or other misconduct of an adverse party;
> (4) the judgment is void;
> (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.

Taylor's motion cites subsections 1, 3, 4, and 6 [sic: 5] as the authority for the relief from the judgment she seeks. Substantively, her motion states as follows:

> Plaintiff did not receive proper notice and was deprived of a meaningful opportunity to be heard. The default judgment resulted from procedural irregularities and enforcing it without review would result in manifest injustice.
>
> Plaintiff has acted promptly, in good faith, and has complied with all court-ordered bond requirements under the stay of eviction.

Taylor has not filed any affidavits in support of the motion. She has, indeed, not filed any affidavit at any point during the pendency of this case.

Taking the grounds set out in this motion in turn, the court first must note that there is no supporting evidence for the contention that Taylor was not provided with the required notice of the hearing that produced the ejectment judgment, nor is there any evidence for the idea that she was deprived of a meaningful opportunity to be heard. As the record on file reflects, Taylor was given ample notice of that hearing. As her own filings note, Taylor attended the hearing and argued against the Forsythes' motion. Taylor was certainly entitled to notice of the hearing, an opportunity to be heard, and a fair hearing. E.g., Blanton v. Stathos, 351 S.C. 534, 542, 570 S.E.2d 565, 569 (Ct. App. 2002). The record indicates she was provided with all those things, and Taylor has offered no evidence tending to indicate otherwise. Further, Taylor did not argue this ground at the hearing on her motions, thus abandoning it.

The record also contradicts Taylor's claim that the default judgment resulted from procedural irregularities. The judgment was not the product of procedural irregularities; it was the product of Taylor's default of the Forsythes' ejectment counterclaim.

As for Taylor's contention that "enforcing [the judgment] without review would result in manifest injustice[,]" the court notes the lack of support for that proposition. First, there is nothing to review: Taylor has put no affidavits before the court. Second, there is no evidence before the court indicating something unjust about enforcing the ejectment judgment. All indications from

the record are that the Forsythes are entitled to Taylor's eviction from their property, where she has lived for roughly a year after her uncured default in paying rent.

Taylor asserts that "Plaintiff has acted promptly, in good faith, and has complied with all court-ordered bond requirements under the stay of eviction." Whether Taylor complied with bond requirements for the appellate stay does not speak to any issue relevant to whether to grant her relief from the judgment.

Taylor's written motion does not offer anything as excusable neglect to explain her failure to serve a reply to the counterclaim in August of 2025, when she was required to do so. Rule 12(a), SCRCP. The record also does not contain evidence of excusable neglect. After Judge Taylor heard the motion for partial default judgment on November 19, Plaintiff Taylor filed a document labeled with "Subject: Clarification Regarding Ejectment Order Presented on November 19, 2025." In it, she states she did not respond to "the notice that was sent" – presumably, the Forsythes' answer and counterclaim – because she believed it was from another, dismissed magistrate court action Mr. Forsythe had brought. This was not a reasonable thing to believe. The answer and counterclaim's first page sets forth the circuit court case number, case name (informing Taylor that it was served in the case brought by her, this case, not in a magistrate's court proceeding brought by Mr. Forsythe), and that the case in which the document was served is in the court of common pleas, not the magistrate's court. Further, after being informed in multiple ways and multiple times of her default of the counterclaim and the effect of that default, she never made a motion seeking for her default to be set aside. Only after judgment was rendered and her appeal of it was dismissed has she sought any relief, and she still has not served or filed any document she proposes to serve as her reply to the counterclaim. All that may amount to neglect on Taylor's

part, but it is not the sort of *excusable* neglect, inadvertence, or mistake that allows relief from a judgment. Rule 60(b)(1), SCRCP.

Relief from a judgment is available where it has been procured by extrinsic fraud, such as lying to a party about whether an answer was needed or keeping a hearing secret from the party, but not for intrinsic fraud, such as the judgment-obtaining party presenting incorrect factual material to the court. Raby Constr., LLP v. Orr, 358 S.C. 10, 20-21, 594 S.E.2d 478, 484 (2005). Fraud is extrinsic when it is collateral to the issues tried in a case and effectively deprives the litigant of a fair hearing or the opportunity to present its case. Id. (citing Hilton Head Ctr. of S.C., Inc. v. Pub. Serv, Comm'n of S. C., 294 S.C. 9, 362 S.E.2d 176 (1987); Mr. G. v. Mrs. G., 320 S.C. 305, 465 S.E.2d 101 (Ct. App. 1995). "Relief is granted for extrinsic fraud on the theory that because the fraud prevented a party from fully exhibiting and trying his case, there has never been a real contest before the court on the subject matter of the action." Chewning v. Ford Motor Co., 354 S.C. 72, 81, 579 S.E.2d 605, 610 (2003) (citing Hilton Head, 294 S.C. at 11, 362 S.E.2d at 177).

Here, there is no evidence of any fraud or misrepresentation, extrinsic or intrinsic, having been perpetrated on Taylor or on the court. The closest the record comes to a showing of this by Taylor falls well short. In her November 24 filing, Taylor attached a copy of the lease the Forsythes entered into with Lina M. Costanzo. Taylor stated in that filing that Ms. Costanzo has been deceased for many years, and Bank of America is the party with legal authority to grant occupancy." Her filing went on to say that "Bank of America removed the Forsythes from the property in July 2024, and the property was then illegally rented to me without proper authority. Therefore, the claim that the Forsythes had the owner's consent to sublease is not accurate."

The lease between Ms. Costanzo and the Forsythes states it automatically renews if not cancelled. No showing has been made indicating it was cancelled; thus, no showing has been made indicating that lease is not presently in effect. The Forsythes acknowledge that Ms. Costanzo has died; however, that does not mean the lease made with the Forsythes is not in effect. Per S.C. Code Ann. § 27-35-50, after Ms. Costanzo's death, the person or persons who inherited the property from her simply became the Forsythes' landlords in her place. Rivers v. Smith, 446 S.C. 293, 306, 919 S.E.2d 545, 552 (2025). Taylor has also put no evidence before the court indicating that the Forsythes actually did not obtain the property owner's consent to sublease, whether the relevant owner was Ms. Costanzo or the person who inherited the property from her. Taylor's argument, rather, incorrectly assumes that it was impossible for the Forsythes to have obtained such consent.

In addition, as Taylor agreed at the hearing on her motions, Bank of America is a mortgagee of the property in question, not an owner, and it would not have been the entity from which the Forsythes needed any consent to sublease. "In South Carolina, a mortgage is a mere security for a debt." Blackwell v. Blackwell, 289 S.C. 470, 472, 346 S.E.2d 731, 732 (Ct. App. 1986). "A mortgage is a lien on real property." Resolution Trust Corp. v. Eagle Lake and Golf Condominiums, 310 S.C. 473, 476, 427 S.E.2d 646, 648 (1993).

Taylor did not advance any argument at the hearing on her motions that the ejectment judgment is void. She has abandoned this argument, which seems to have been based on the lack-of-due-process contention which the record shows to be incorrect, as discussed above.

Taylor did not advance any argument, in writing or orally, tending to indicate that subsection 5 of Rule 60(b) is or could be applicable to the situation before the court. The ejectment judgment was not based on some other order that has been undone, nor is there anything before

the court to the effect that some event has happened that makes enforcement of the ejectment judgment unfair. In any event, no argument concerning this subsection was advanced.

Further, to prevail on a Rule 60(b) motion, a party must demonstrate a meritorious defense to the claim adjudicated in the judgment. See Mictronics, Inc. v. S.C. Dept. of Revenue, 345 S.C. 506, 511, 548 S.E.2d 223 (Ct. App. 2001); Bowers v. Bowers, 304 S.C. 65, 67, 403 S.E.2d 127 (Ct. App. 1991). As noted above, what Taylor contends shows a defense to the Forsythes' claim – the Forsythe's lease document with Ms. Costanzo – does not show any such defense. Statutory landlord-tenant law provides that "[t]he tenant may be ejected upon application of the landlord or his agent when (1) the tenant fails or refuses to pay the rent when due or when demanded, (2) the term of tenancy or occupancy has ended, or (3) the terms or conditions of the lease have been violated." S.C. Code Ann. § 27-37-10(A). Taylor has put nothing before the court, argument or evidence, that would support the idea that she was current on her rent when the Forsythes brought their counterclaim against her. Taylor has put no evidence of any defense to ejectment before the court, whether presented in proper form or otherwise.

Taylor's motion does not appear specifically directed at gaining relief from default as to the breach of contract counterclaim on which judgment has not yet been granted; however, she has not shown good cause for such relief in any event. Per our state Supreme Court in Sundown Operating Co., Inc. v. Intedge Industries, Inc., 383 S.C. 601, 681 S.E.2d 885, 888 (2009), the required first step in analysis of a motion seeking relief from default "requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice." Id. For reasons already discussed above, Taylor has not met that initial burden and has not demonstrated good cause for relief from default.

Motion to confirm or extend stay. The stay previously granted in this case was for the purpose of preserving the status quo while Taylor's appeal was pending. Taylor's appeal is no longer pending. The stay is no longer in effect. Taylor has not argued any basis on which she would be entitled to a further stay.

Enforcement of ejectment judgment. Taylor's appeal and motions practice has delayed the enforcement of the ejectment judgment for months, prejudicing the Forsythes with regard to possession of the property and delaying the occurrence of the damages hearing on their breach of contract counterclaim. Accordingly, this order directs that the ejectment previously ordered by the court be carried out forthwith.

It is therefore hereby ORDERED as follows:

1) Taylor's motion for relief from the judgment is denied;
2) To the extent Taylor's motion sought relief from default as to the breach of contract counterclaim, it is also denied;
3) Taylor's motion to confirm or extend the stay in this case is denied;
4) The Sheriff of Dorchester County, himself or through a deputy or deputies, is hereby directed upon presentation of a copy of this order to act with all reasonable speed to eject Shontea Jones Taylor from the property at 4201 Buck Creek Court, North Charleston, South Carolina, and to assist the Forsythes in peaceably taking possession of the said property and removing Taylor's belongings from the said property in accordance with law, as already ordered previously in this case; and
5) The clerk of court shall set a default damages hearing on an upcoming motions roster, for a term at least two weeks after the filing of this order, to ascertain the amount of the

judgment to be rendered against Taylor on the breach of contract counterclaim against her in this case, as already ordered previously.

And IT IS SO ORDERED.

(Signature on attached page)
The Honorable R. Kirk Griffin
Circuit Judge

Dorchester Common Pleas

Case Caption: Shontea Jones Taylor VS Sandra Forsythe , defendant, et al

Case Number: 2025CP1801305

Type: Order/Other

So Ordered

s/ R. Kirk Griffin 2768