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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM BERKELEY COUNTY

COURT OF COMMON PLEAS

The Honorable Jennifer McCoy, Circuit Court Judge

Case No. 2021-CP-08-00087

Appellate Case No. 2024-002032

Tunc Eren .....Respondent,

v

AKPA Chemicals US, Inc.....Appellant

FINAL BRIEF OF RESPONDENT

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## **TABLE OF AUTHORITIES**

Townes Assocs., Ltd. v. City of Greenville, 266 S.C. 81, 221 S.E.2d 773 (1976)

Pinckney v. Warren, 344 S.C. 382, 544 S.E.2d 620 (2001)

Straight v. Goss, 383 S.C. 180, 678 S.E.2d 443 (Ct. App. 2009)

## **STATEMENT OF THE ISSUES**

Whether the trial court correctly found that Appellant failed to meet its burden of proof on its claims for breach of contract, unjust enrichment, and conversion.

## **STATEMENT OF THE CASE**

This appeal arises from a bench trial before the Honorable Jennifer McCoy in the Berkeley County Court of Common Pleas. Appellant AKPA Chemicals US, Inc. filed ten causes of action against Respondent, all of which were denied by the trial court due to Appellant's failure to meet its burden of proof. The court also denied Respondent's counterclaims. Appellant now appeals only the dismissal of its claims. Respondent seeks affirmance of the trial court's ruling.

## **STATEMENT OF FACTS**

Respondent, Tunc Eren, served as General Manager for AKPA Chemicals US, Inc. pursuant to an employment arrangement beginning in 2019. A Durable Power of Attorney signed on April 22, 2019, granted Respondent full financial decision-making authority (ROA p. 416).

During his employment, Appellant agreed to pay Respondent's vehicle and housing expenses. The vehicle title and finance agreement confirm that the vehicle was lawfully titled in Respondent's name (ROA pp. 528–530). The vehicle finance document submitted by Appellant during trial is disputed and was not credited by the trial court.

Appellant also claims that Respondent retained a company-issued laptop after his resignation. However, Appellant produced no documentation—such as a receipt or assignment record—showing that Respondent was ever issued a laptop (ROA pp. 59–60). Respondent denies ever receiving one.

Similarly, Appellant's submitted lease agreement is unsigned and does not list AKPA as a tenant or lessee. In contrast, the apartment lease identifies Respondent as the tenant (ROA p. 416).

### **STANDARD OF REVIEW**

On appeal from a bench trial, the trial court's findings of fact will not be disturbed unless they are wholly unsupported by the evidence or influenced by an error of law. See *Townes Assocs., Ltd. v. City of Greenville*, 266 S.C. 81, 221 S.E.2d 773 (1976).

In equitable matters, the appellate court may take its own view of the preponderance of the evidence but should give deference to the trial court's credibility determinations. *Pinckney v. Warren*, 344 S.C. 382, 544 S.E.2d 620 (2001); *Straight v. Goss*, 383 S.C. 180, 678 S.E.2d 443 (Ct. App. 2009).

### **ARGUMENT**

#### **I. THE TRIAL COURT CORRECTLY FOUND THAT APPELLANT FAILED TO PROVE BREACH OF CONTRACT**

Appellant's breach of contract claim was based on alleged misuse of funds and retention of property. However, the trial court properly found that Appellant failed to provide credible evidence of such a breach.

Respondent acted under a valid Durable Power of Attorney (ROA p. 416). The vehicle and apartment were not company-owned assets as alleged. Appellant failed to present credible evidence that the laptop or cell phone were solely Appellant's property or that they were not part of employment benefits lawfully provided to Respondent (ROA pp. 59–60).

No provision of the employment agreement was proven to have been violated. The trial court, having observed the witnesses and assessed their credibility, reasonably concluded that Appellant failed to prove breach or resulting damages.

#### **II. THE TRIAL COURT CORRECTLY FOUND THAT APPELLANT FAILED TO PROVE UNJUST ENRICHMENT**

Appellant failed to show that any benefit conferred on Respondent was unjustly retained.

Respondent held legal title to the vehicle (ROA pp. 528–530), and the apartment lease was in Respondent's personal name (ROA p. 416). The security deposit was part of a personal lease not involving AKPA.

Regarding the laptop and cell phone, Appellant did not present sufficient evidence to prove that these items were provided (ROA pp. 59–60).

The trial court was correct to reject Appellant’s attempt to recharacterize lawful employment benefits as unjust enrichment. The retention was not unjust, and the trial court’s findings are entitled to deference.

### **III. THE TRIAL COURT CORRECTLY FOUND THAT APPELLANT FAILED TO PROVE CONVERSION**

Conversion requires the unauthorized assumption and exercise of ownership over another’s property.

The trial court found no credible evidence that Respondent wrongfully retained property owned by AKPA. The vehicle was legally titled in Respondent’s name (ROA pp. 528–530). The lease deposit was tied to a personal contract to which AKPA was not a party (ROA p. 416).

Appellant also failed to provide sufficient evidence to demonstrate that the laptop and cell phone were its property or were unlawfully retained (ROA pp. 59–60).

These findings are supported by the record and are entitled to deference on appeal.

### **CONCLUSION**

For the foregoing reasons, the judgment of the trial court should be affirmed in its entirety.

Tunc Eren

Signed using Scribble  
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Tunc Eren

Pro Se Respondent