

File A Motion to transfer to the jury Roster

2026-CP-42-00934

204 Arrow Wood RD Apt 102
Spartanburg SC 29301

864-325-4193

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg

Shanda Tate

APPELLANT(S)

VS.

864-580-7011

The Grove Apartments

RESPONDENT(S)

COMMON PLEAS CASE NUMBER
2026 CV 42/01 000514
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

2026-001070

315 Birchwood Dr
Spartanburg SC
29301

The plaintiff (circle one), Shanda Tate hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Spartanburg.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 23 day of February, 2026.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

I was blocked out of my residential portal to pay my rent. Every month, to month, my rent change, you I never know how much my rent will be each month. I was blocked out of my portal because I made an environmental complaint about a water leak and mold.

Case 2026-001070

RECEIVED

May 21 2026

SC Court of Appeals

Dated:

2/23/2026

Shanda Tate

Appellant (or his attorney)

CLERK OF COURT
SPARTANBURG COUNTY

2026 FEB 23 PM 4:12

FILED

REQUEST CASE(S)

DATE: 05-19-2026

CASE# 2026 CV 42101-00514 CASE NAME Spirit Grove Veridian LLC, Dba The Grove VS Bernard Logan, Shanda Tate

CASE# _____ CASE NAME _____

CASE# _____ CASE NAME _____

CASE# _____ CASE NAME _____

CASE# _____ CASE NAME _____

CASE# _____ CASE NAME _____

CASE# _____ CASE NAME _____

CASE# _____ CASE NAME _____

REQUESTED BY [Signature] NUMBER 864-325-4193
Shanda Tate

2026-001070

Shanda Tate
PLAINTIFF(S)

The Grove Apartments
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), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; 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:

This matter was before the Court on April 24, 2026 on appeal from the magistrate's court. Appellant Shanda Tate appeared pro se and Kasey Fowler, Esq. appeared for Respondent The Grove Apartments.

See below.

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 04/30/2026 .

Shanda Tate for Shanda Tate
Shanda Tate for Shanda Tate

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

2026-001070

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-Fileers or who are appearing pro se. See Rule 77(d), SCRCF.

This appeal arises out of a Writ of Ejectment. The magistrate's court conducted a rule to vacate or show cause hearing on February 23, 2026. The magistrate's court found in favor of the landlord The Grove Apartments. Appellant filed this appeal stating "I was blocked out of my residential portal to pay my rent. Every month to month my rent change. I never know how much my rent will be each month. I was blocked out of my portal because I made an environmental complaint about a water leak and mold."

STANDARD OF REVIEW

"The appeal shall be heard by the court upon all the papers in the case...without the examination of witnesses in court. The appeal shall be heard on the original papers and no copy thereof need be furnished for the use of the court." S.C. Code Ann. §18-7-130.

"Upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact." S.C. Code Ann. §18-7-170.

FINDINGS

The Court has reviewed the record before it, including the Appellant's Notice of Appeal and the Magistrate's Return.

At the hearing, Appellant argued that her rent varied from month to month and that a January rent payment was returned to her account. Respondent argued that Appellant was delinquent in January and that tenants pay a base rent, with any fluctuations attributable to additional monthly utilities. The Court finds no reversible errors on the part of the magistrate, and the judgment of the magistrate court is **AFFIRMED**.

I had a base
14 base
of She cancelled my payment
January, this is what
came to the point of an eviction.
February She blocked out of the
portal to pay my rent. On 4-30-
2026, Kasey Fowler stated I withheld
rent, but I was blocked out
of Bernard Logan
and I portal

Analysis Report prepared for

BioTek

Environmental, Inc

534 St. Andrews Road
Suite A
Columbia, SC 29210-4580
Phone: (803) 750-3994

3 - TRB - 1020526
Tate, Shaunda

Collected: February 5, 2026
Received: February 6, 2026
Reported: February 6, 2026



EPA Laboratory ID: VA01419



HAYES
MICROBIAL CONSULTING

2026-01070

#26005725

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 3 samples by FedEx in good condition for this project on February 6th, 2026.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

A handwritten signature in black ink, appearing to read "Stephen T. Hayes".

Steve Hayes, BSMIT (ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.



Lab ID: #188863



DPH License: #PH-0198

Ted Boys
BioTek Environmental, Inc

534 St. Andrews Road Suite A
 Columbia, SC 29210-4580
 (803) 750-3994

3 - TRB - 1020526
 Tate, Shaunda

2026-021070

#26005725

Direct Analysis
 SOP - HMC#102

#1	Bio-Tape (1.00 cm2*)	Organism	Spore Estimate	Mycelial Estimate
B3318940 - K Cabinet		Pithomyces	Rare	ND

		Bipolaris Drechslera	Light	ND
		Curvularia	Rare	ND
		Ascospores	Moderate	ND

#2	Bio-Tape (1.00 cm2*)	Organism	Spore Estimate	Mycelial Estimate
B4407493 - Duct		Cladosporium	Very Heavy	Many

#3	Bio-Tape (1.00 cm2*)	Organism	Spore Estimate	Mycelial Estimate
B4099140 - HVAC		Cladosporium	Very Heavy	Many

* indicates data provided by the customer



Collected: Feb 5, 2026	Received: Feb 6, 2026	Reported: Feb 6, 2026
Project Analyst: Andrew Shields		Reviewed By: Steve Hayes, BSMT
Date: 02 - 06 - 2026	Date: 02 - 06 - 2026	Date: 02 - 06 - 2026
3005 East Boundary Terrace, Suite F, Midlothian, VA. 23112	(804) 562-3435	contact@hayesmicrobial.com

3 - TRB - 1020526
 Tate, Shaunda

#26005725

Ted Borys
Bio Tek Environmental, Inc
 534 St. Andrews Road Suite A
 Columbia, SC 29210-4580
 (803) 750-3994

Direct Analysis Information

2026
601070

Spore Estimate	Percentages
ND	0%
Rare	Less than 10 spores < 1%
Light	10 - 99 spores 1-10%
Moderate	100 - 999 spores 11-25%
Heavy	1000 - 9999 spores 26-50%
Very Heavy	10000 or greater spores 51-100%

Mycelial Estimate	
ND	None Detected No active growth at site.
Trace	Very small amount of Mycelium Probably no active growth at site.
Few	Some Mycelium Possible active growth at site.
Many	Large amount of Mycelium Probable active growth at site.



Analyte Descriptions

2026-001070

Ascospores **Habitat:** A large group consisting of more than 3000 species of fungi. Common plant pathogens and outdoor numbers become very high following rain. Most of the genera are indistinguishable by spore trap analysis and are combined on the report.

Health Effects: Health affects are poorly studied, but many are likely to be allergenic.

Bipolaris/Drechslera **Habitat:** They are found in soil and as plant pathogens. Can grow indoors on a variety of substrates.
Health Effects: They may be allergenic and are very commonly involved in allergic fungal sinusitis. They are opportunistic pathogens but occasionally infect healthy individuals, causing keratitis, sinusitis and osteomyelitis.

Cladosporium **Habitat:** One of the most common genera worldwide. Found in soil and plant debris and on the leaf surfaces of living plants. The outdoor numbers are lower in the winter and often relatively high in the summer, especially in high humidity. The outdoor numbers often spike in the late afternoon and evening. Indoors, it can be found growing on textiles, wood, sheetrock, moist window sills and in HVAC supply ducts.
Health Effects: A common allergen, producing more than 10 allergenic antigens and a common cause of hypersensitivity pneumonitis.

Curvularia **Habitat:** They exist in soil and plant debris, and are plant pathogens.
Health Effects: They are allergenic and a common cause of allergic fungal sinusitis. An occasional cause of human infection, including keratitis, sinusitis, onychomycosis, mycetoma, pneumonia, endocarditis and disseminated infection, primarily in the immunocompromised.

Pithomyces **Habitat:** Common fungus isolated from soil, decaying plant material. Rarely found indoors.
Health Effects: Allergenic properties are poorly studied. No cases of infection in humans.



BIOTEK ESTIMATE

534 St Andrews Rd., Ste A
Columbia, SC 29210-4580

Date:	Proposal #:
2/10/2026	6754

Phone # (803)750-3994
Fax # (803)750-3991
Email: info@biotekenvironmental.c

Prepared for:
Shaunda Tate 204 Arrow Wood Rd Apt 102 Spartanburg, SC 29301

2826, 00/070

P.O. No.	Terms	REP	County:	Municipality	Project Name	Job Number

Description	Est. Hours/Qty.	U/M	Rate	Total
<p>BioTek Environmental, Inc. is a Green Company. Helping keep you and our environment safe.</p> <p>BioTek's work will be carried out in accordance with guidelines defined by the Institute of Cleaning and Restoration in their Standard and Reference Guide for Professional Mold & Water Damage Remediation (often referred to as the IICRC S520 & S500).</p> <p>BioTek guarantees that the work area will achieve clearance by an independent Certified Industrial Hygienist or Certified Indoor Environmentalist if you wish to engage a third party to evaluate our work. All third party clearance tests must be conducted within 12 hours of the completion of BioTek's work.</p> <p>BioTek Environmental, Inc. offers a Best Price Guarantee. BioTek Environmental, Inc. will beat or match competitor pricing on identical services outlined in our proposal. All price matching is based on full payment upon completion. BioTek Environmental, Inc. does not price match subcontracted services. Price matching based on provided written competitor estimates and must be completed prior to authorization of services.</p> <p>The BioTek Environmental, Inc. warranty is the longest, best coverage warranty in the industry. As defined in our Professional Services Agreement, our</p>				

INITIAL	Subtotal
INITIAL	Sales Tax (7.0%)
Customer Signature X	Total

Customer signature authorizes above services to be completed and accepts personal and financial responsibilities. Signature also accepts responsibility for collection, including but not limited to attorney's fees and court costs.
 Failure to remit payment in accordance with the terms set herein will result in forfeiture of all discounts, coupons, and/or credits reflected herein.
 RETURNED CHECKS ARE SUBJECT TO A \$35.00 RETURN FEE. A SERVICE FEE OF 1.5% PER MONTH (19% ANNUALLY) WILL BE CHARGED TO ALL PAST DUE ACCOUNTS.
 Payment terms - 50% deposit due upon acceptance of the proposal, with the remainder due immediately upon project completion. We accept VISA and Mastercard. A 4% Convenience Fee will be added to all credit card transactions.
 PLEASE NOTE: If payment disputes do arise and BioTek Environmental, Inc. (BioTek) goes unpaid for the work performed, BioTek will be entitled to seek payment via a Mechanic's Lien filing.

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2026-001070

Prepared for:
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P.O. No.	Terms	REP	County:	Municipality	Project Name	Job Number

Description	Est. Hours/Qty.	U/M	Rate	Total
<p>warranty is a thirty year, transferrable warranty against visible regrowth of mold on treated surfaces. Unlike other warranties that only cover the cost of the chemicals used in retreatment, the BioTek warranty covers all labor and materials. Other remediation companies' warranties only cover the cost of the chemicals used to treat the surfaces, so if warranty work is required, all labor and non-chemical costs are incurred by the homeowner. In addition, other warranties require that the relative humidity in the crawlspace be maintained below 60% Rh. In this geographic area, this is not possible unless the crawlspace is sealed and dehumidified. Our warranty simply requires that wood moisture content be maintained at or below 19% as measured by a Tramex MEP Moisture Meter and that BioTek Environmental, Inc. conduct an annual inspection of the property, which the customer is responsible for scheduling yearly. The annual cost for the inspection is currently \$175.00 per year. 19% or below wood moisture content is the same requirement that the termite companies have for maintaining a termite bond, so there is no "new" requirement.</p> <p>PAYMENT TERMS: 50% deposit due upon acceptance of the proposal, with the remainder due immediately upon project completion. We accept VISA and Mastercard. A 4% convenience fee will be added to all credit card transactions.</p>				

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Description	Est. Hours/Qty.	U/M	Rate	Total
<p>Failure to remit payment in accordance with the above terms will result in forfeiture of any and all warranties, discounts, coupons, and/or credits reflected in this proposal.</p> <p>ALL DISCOUNTS, COUPONS AND/OR CREDITS APPLIED ARE BASED UPON FULL PAYMENT UPON COMPLETION.</p> <p>Before work can begin, it will be necessary to conduct an asbestos and lead paint survey of the material that will be removed. This is a DHEC and OSHA requirement in all commercial buildings, regardless of the age of the structure.</p> <p>-----</p> <p>Residential Indoor Analysis & Air Quality Investigation - @ \$575 - PAID IN FULL 2/5/26</p> <p>Analysis/Testing/Scope of Services: Equipment that may be used for testing: Flir b150 Thermal Imaging Camera, Er-ez Hydrosensor, Milwaukee Digital Inspection Camera and Tramex Moisture Encounter Plus</p> <p>-----</p>				

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Apt 102
Spartanburg, SC 29301

P.O. No.	Terms	REP	County:	Municipality	Project Name	Job Number

Description	Est. Hours/Qty.	U/M	Rate	Total
<p>MULTIPLE AREAS HAVE BOUND WATER TRAPPED IN WALLS FLOORS AND CEILINGS, FROM UPSTAIRS DRAIN OR A SUPPLY LINE. DEMOLITION WILL BE NEEDED ONCE LEAK(S) ARE ADDRESSED. PRICING FOR DEMOLITION WILL BE GENERATED AFTER THE SOURCE IS STOPPED. PLUMBING SERVICES SHOULD BE SCHEDULED WITH A LICENSED AND INSURED PLUMBING CONTRACTOR.</p> <p>HVAC DUCTS (Sample B4407493) AND SYSTEM (Sample B4099140) TESTED VIA DIRECT LIFT. BOTH SAMPLES REPORTED BACK AS - CLADOSPORIUM - WITH THE HIGHEST LEVELS OF MYCELIUM AND SPORE COUNT THAT CAN BE REPORTED. THE REPORT SUGGESTS</p> <p>-----</p> <p>INTERIOR CLEANING AND DECONTAMINATION</p> <p>Implement hazardous materials containment and control procedures in accordance with IICRC S-520 and OSHA standards. This will include establishing and maintaining negative pressure in the work area during the remediation.</p> <p>Operate Negative Air Machines (NAM's) in accordance with ANSI 19.1-79 (local exhaust ventilation requirements) and EPA 560/5-83-002. The Negative Pressure System will be designed and utilized so as to maintain -0.02 inches of water pressure. Exhaust from</p>	1	sqft	9,620.00	9,620.00

INITIAL	<p>Customer Signature X</p>	Subtotal
INITIAL		Sales Tax (7.0%)
		Total

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2/10/2026	6754

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2026-00/070

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P.O. No.	Terms	REP	County:	Municipality	Project Name	Job Number

Description	Est. Hours/Qty.	U/M	Rate	Total
<p>the work area will be directed outside with no recirculation or, if necessary, passed through HEPA filtration devices before being exhausted into other areas of the building.</p> <p>Individually hand wipe (with PowerClean Pro cleaner and quaternary disinfectant), HEPA vacuum and/or use compressed air to clean all contents in accordance with IICRC S520 standards.</p> <p>Conduct full microparticulate interior decontamination of all surfaces (walls, floors, ceilings etc.) and all contents of all work areas in accordance with IICRC S-520 standards.</p> <p>Soft furniture will be HEPA vacuumed. It is extremely difficult to economically decontaminate soft furnishings (sofa's, bedding, soft toys, etc.) that are highly contaminated, and we cannot guarantee that these items will be successfully cleaned. It may be necessary to discard some items.</p> <p>Hard furnishings will be cleaned with PowerClean Pro cleaner and quaternary disinfectant.</p> <p>All bedding, clothing, towels and any other textiles are to be dry cleaned or professionally washed. This proposal does not include the cost of dry cleaning or washing these items. BioTek will bag and label these</p>				

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Description	Est. Hours/Qty.	U/M	Rate	Total
<p>items for the client to determine appropriate disposition. BioTek can also arrange for trained textile remediation professionals to clean these items if the client prefers that we handle that portion of the remediation.</p> <p>Air-scrub each work area using HEPA air scrubbers and hand-held air movers while monitoring air quality with laser particulate counters throughout the process. The procedure will be repeated until the air quality is restored to a level that is equal to or better than outside air at the time of the restoration.</p> <p>Provide HEPA Vacuum Systems and replacement HEPA filters for air scrubbers and HEPA vacuum cleaners.</p> <p>Provide rags, cleaning supplies and chemistry, polyethylene sheeting, tape and other consumable materials.</p> <p>BioTek guarantees that the work area will achieve clearance by an independent Certified Industrial Hygienist or Certified Indoor Environmentalist if you wish to engage a third party to evaluate our work. Should third party testing be required upon completion of BioTek's work, that testing must be completed within 24 hours of BioTek's project completion.</p> <p>2000 CFM HEPA Air Scrubber</p>	6		140.00	840.00

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2026-001070

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Shaunda Tate 204 Arrow Wood Rd Apt 102 Spartanburg, SC 29301

P.O. No.	Terms	REP	County:	Municipality	Project Name	Job Number

Description	Est. Hours/Qty.	U/M	Rate	Total
Electrostatic Sanitization and Surface Protection – Electrostatically apply BioTek's EPA Registered Durable Antimicrobial (Prevents & Kills Germs, Bacteria, Viruses and Mold) to all surfaces. Electrostatic application ensures complete coverage of all surfaces, including otherwise difficult or impossible to reach surfaces.	1		1,385.00	1,385.00

INITIAL		Subtotal	\$11,845.00
INITIAL		Sales Tax (7.0%)	\$0.00
Customer Signature X		Total	\$11,845.00

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2026-001070

V. Santa Estes + Gene Apartments

I think like you (personally disagree) by asking you to allow to support your about 1000 in your job 2019/2020 before used 1000 (business relations) We had expected you to clearing production + changed but not up to the most important December 192000 project completed it was made and the shop was in position that he

I follow of the model. One December 2025 Allet came to the office to explain you about the model issue, but she's told him you'd get someone to handle the model issue. My son and I have been getting out from the model. I had a meeting with some according to you spend time with us for the future. Just she has heard concern the matter can not because of the false model. We need this positive very users. Had in very dangerous the one has reached out to me once. About informed you about the model.

Shirley Est
12/23/2025

12-23-2025

2026-001070

