

RICHLAND COUNTY
FILED

2026 JUL 15 AM 11:30

JEANETTE W. MICBRIDGE
C.C.P., G.S., & F.C.

THE STATE OF SOUTH CAROLINA ("SC") In the Court of Appeals
CONTINGENT APPEAL FROM RICHLAND COUNTY Court of Common Pleas
Daniel Coble, Circuit Court Judge Case No. 2026-CP-40-01943

Appellate Case No. 2026-00----

**Green Alpha Property Management dba Colonial Pointe Apartments, Respondent,
v. Marie Assa'ad-Faltas, MD, MPH, Appellant.**

**Contingent NOTICE OF APPEAL, MOTION TO PROCEED ON APPEAL I.F.P., MOTION
FOR APPOINTMENT OF COUNSEL, AND Suggestion FOR INITIAL HEARING en banc
OR for TRANSFER TO SC's Supreme Court due to Great Public Importance**

Marie Assa'ad-Faltas, MD, MPH, *pro se* hereby timely gives and serves *Contingent* Notice of Appeal from SC Circuit Judge Daneil Coble's 13 July 2026 Form-4 ORDER summarily affirming Orangeburg County Magistrate's Dash, sitting by designation in Richland County, grant of summary eviction to Landlord who had used fraud upon the courts to apply for eviction *ab initio*. This appeal is contingent on denial, if it happens, of Tenant's contemporaneous timely Rule 59(e) motion to rehear the 13 July 2026 Form-4 ORDER and is filed because Tenant's life is at risk given her age, disability, and the current extreme weather conditions, if she were to be erroneously set out of the residential housing unit in which she has lived, abiding by law, since January 2014 and has since made therein many life-saving adaptations to her ever-worsening health condition.

The likelihood of an erroneous premature set-out is evident from both the magistrate's court and the circuit court's unabashed violations of the law, starting with switching the parties' titles and continuing through now-SC-Circuit Court Coble's refusal to recuse himself from this controversy, on the antecedent of which Jurist Coble sat when he was a Richland County Magistrate.

The law does not allow a trial judge to sit as an appellate judge to affirm himself.

Bipartisan national and state-wide concern exists for housing affordability against what happened here and is happening in other states: an out-of-state company swoops in and arbitrarily doubles the rent by forcing tenants to agree to higher leases or face eviction, all while the new landlord ignores necessary repairs, maintenance, and health and safety issues. Here in particular, it is not disputed that Dr. Assa'ad-Faltas *timely* tendered her *full* contractual September 2025 rent but Landlord refused to accept it **then proceeded through counsel to swear to the magistrate in the application for eviction that Tenant had refused to pay the rent.**

And in the 17 March 2026 hearing, Landlord's counsel knowingly falsely represented to Magistrate Dash that Green Alpha had a lease with Dr. Assa'ad-Faltas from August 2023 to August 2024. Green Alpha did not operate in SC during that time and the unit at issue was not bought by Green Alpha's parent company until December 2024. So, with lawyers' lack of candor to tribunals, the issue of rent gouging is of **great public importance.**

Appellant seeks appointment of counsel as denial of appointment while requiring *this Tenant* to be represented by counsel effects a final, severe, and arbitrary denial *to this Tenant* of meaningful access to the courts of this State on a basis of equality with other similarly-situated litigants.

Certificate of Submission and of Service Satisfying the Substance of Form 7 and of all Relevant Rules, SCACR

On 16 July 2026, I hand-delivered this document to Richland County's Clerk of Court and served it on Respondent herein with a true copy hereof by postage-prepaid first-class U.S. mail properly addressed to Mr. Jason Hunter, all God so willing.

s/Marie Assa'ad-Faltas, MD, MPH, Defendant/Appellant, here server *pro se*
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