

RECEIVED
JUL 16 2026
SC Court of Appeals

RICHLAND COUNTY
FILED

STATE OF SOUTH CAROLINA ("SC")
COUNTY OF RICHLAND

IN THE CIRCUIT COURT OF COMMON PLEAS
No. 2026-CP-40-01943, on appeal from Magistrate Court

Green Alpha Property Management, Defendant's TIMELY MOTIONS to Reconsider - Rule 59(e),
v. SCRPC and to provide Defendant-Appellant the recording of
Marie Assa'ad-Faltas, MD, MPH the 9 July 2026 hearing of this matter or a transcript thereof.

As cursory and enigmatic as this Court's 13 July 2026 Form-4 ORDER (an official copy of which has still not been received by, or served on, Dr. Assa'ad-Faltas by mail though electronically sent to Mr. Hunter) is, it still compels rehearing and must be replaced by a reasoned order.

The Form-4 says it relied on the (truncated) oral arguments of the parties. It does not claim to have reviewed is the magistrate's return on appeal; and there is no evidence that SC Circuit Judge Coble even looked at one page of the voluminous magistrate's return on appeal.

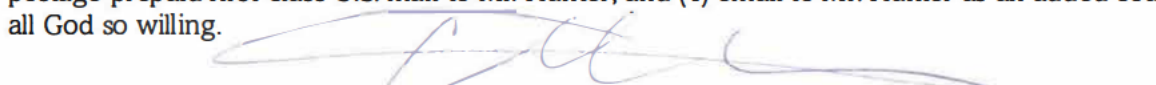
It is as if SC's Court of Appeals ("CoA") arrived at a decision as if a record on appeal did not exist. That shocks the conscience because SC Circuit Judge Coble (himself a previous Richland County Magistrate who, in that earlier capacity, sat on case involving Dr. Assa'ad-Faltas' occupancy of the very residential rental unit **at issue in this case**) affirmed a grant of summary judgment by Orangeburg County Magistrate Dash, sitting by designation on this more recent controversy.

Even if SC's magistrates were *arguendo* empowered to enter summary judgment for landlords, it is elementary that summary judgment is a fact-bound determination and must be denied if the record has even a scintilla of evidence viewable in favor of the non-moving defendant/tenant.

Before Magistrate Dash on 17 March 2026 was a plethora of color photos, public records extracts, law enforcement incident reports, etc., proving the landlord's retaliation against Dr. Assa'ad-Faltas for her report to authorities of the landlord's failure to maintain the property, from overflowing trash dumpsters, to dead animals rotting in the parking lot, to gang graffiti on the walls of buildings and on the back of the mailboxes bank. Strangely, Magistrate Dash parroted Mr. Hunter's insistence that such evidence did not count unless refiled and re-served "two days before the hearing," even if properly filed and served *months* before the hearing. Compounding the shock, Jurist Dash aborted Dr. Assa'ad-Faltas' recitation of the evidence on file precluding summary judgment with "you're beginning to testify" and "this is better heard by a jury." **That is precisely why summary judgment should have been denied: the credibility and weight of evidence is for the jury.** What is an affidavit if not testimony? According to Hunter and Dash, Dr. Assa'ad-Faltas' testimony would have been admissible if on dry paper but is excludable if live and subjected to adversary cross-examination!!! Lest there be a thought that such is too contrary to basic law to have happened, attached is a complete transcript of the 17 March 2026 hearing.

Wherefore, the 13 July 2026 Form-4 ORDER should be withdrawn and replaced by a reasoned order which heeds the record, reverses Magistrate Dash, and recuses SC Circuit Judge Coble.

Submitted and served on 16 July 2026 by: (1) delivery to this Court's Clerk's office; (2) placement in Judge Coble's box in the 1701 Main Street, Columbia, SC 29201 courthouse; (3) properly addressed postage-prepaid first-class U.S. mail to Mr. Hunter; and (4) email to Mr. Hunter as an added courtesy, all God so willing.


s/Marie-Thérèse Assa'ad-Faltas, MD, MPH, Defendant/ Appellant/ Movant *pro se*
P.O. Box 9115, Columbia, SC 29290 Phone: (803) 783-4536
e-mail: Marie_Faltas@hotmail.com Cell: (330) 232-4164

[Minutes 0:11 – 0:27] Marie Assa'ad-Faltas, MD, MPH: *I have such knee pain that, when I sit or stand, I may moan and groan. Please do not take that as contempt of court.*

[Minute 0:28] **Ms. Redenburg:** Okay.

[Minute 0:29] Marie Assa'ad-Faltas, MD, MPH: *[presently indiscernible]*

[Minutes 0:30 – 0:49] **Ms. Redenburg:** Thank you, Dr. Faltas. All right, Judge. For the record, today is March 17, 2026. The time is 1:15 pm. On the docket this afternoon, we have Green Alpha Property with Attorney Jason Hunter versus Marie Faltas. The case is 2025CV4010601370. Your Honor, all parties are present.

[Minutes 0:50 – 1:09] **The Court:** Thank you so much; and you are welcome to court this afternoon. Again, I am Judge Dash; and I will be presiding over this hearing today for the matter pending. **We are due for mediation is what we're actually doing; so, I guess my first thing is I need to swear you in is what I need to do.** If I can get you -- You can't hear me?

[Minutes 1:10 – 1:21] Marie Assa'ad-Faltas, MD, MPH: *Yes, I cannot hear you. And I could not hear Ms. Redenburg either. I assumed she was calling the case; but I couldn't hear ---*

[Minutes 1:21 – 1:23] **The Court (interposing):** Is this better now? Can you hear me now?

[Minutes 1:24 – 1:28] Marie Assa'ad-Faltas, MD, MPH: *Yes, it's, it's a little bit better. Am I too loud?*

[Minutes 1:29 – 1:33] **Ms. Redenburg:** *[presently indiscernible]*

[Minutes 1:34 – 1:40] **The Court:** Okay. So, it's turned up as loud as it can. I can hear you perfectly; but I want to make sure you are able to hear me. Okay. Can you hear me?

[Minute 1:41] Marie Assa'ad-Faltas, MD, MPH: *Yes sir.*

[Minutes 1:42 – 2:01] **The Court:** All right, but before we get, I need to, um, well, I don't need to swear you in. We need to go ahead and see what we are actually doing in the um; **and the mediation is what we actually are going to be doing today.** But I guess first of all we need to entertain any motion that we have. I think you have several motions that you want. Counsel, anything from you before we actually begin?

[Minute 2:02] Marie Assa'ad-Faltas, MD, MPH: *Well, actually ---*

[Minutes 2:02 – 2:06] **The Court (interposing):** Hold on, Dr. Faltas. Yes, Counsel.

[Minutes 2:06 – 2:12] **Attorney Jason Hunter:** This is Jason Hunter. Thank you, Your Honor. I have a motion for summary judgment for the Court.

[Minutes 2:12 – 2:13] **The Court:** All right. Well, let's entertain that motion first.

[Minutes 2:14 – 3:16] Marie Assa'ad-Faltas, MD, MPH: *Judge, please do not consider it facetious; but I need to make my record. First, I have a motion to strike his summary judgment motion; I have a motion to dismiss predating his motion; and I also have motion to recuse Your Honor. So, all of this should go as a threshold. Of course, you will do what you'll decide to do; but I need to be on the record as having stated my objections. But I think you should very strongly consider my motion to strike his summary judgment motion because his summary judgment motion includes a forged document ---*

[Minutes 3:17 – 3:53] **The Court (interposing):** So, Doctor; and I am going to interrupt you at this point. So, I am going to deny that motion that I'll not hear, you know, his summary judgment. You can, you know, refute it in your objection after the fact. Okay? So, I'm denying your motion and I'm going to hear what his summary ejection is and I'll rule on that as I hear it. And you'll get an opportunity to respond to whatever his motion is. So, I will hear his motion and you'll get an opportunity to respond. So, it's noted on the record that I'm denying your motion and that you've already objected to me, objected to me hearing that motion. Okay? Counsel, back to you.

[Minutes 3:54 – 3:55] **Attorney Jason Hunter:** Thank you, Your Honor. Your Honor, if I can approach.

[Minute 3:56] **The Court:** Yes.

[Minutes 3:57 – 4:12] **Attorney Jason Hunter:** Your Honor, this is just, these are authorities. Your Honor, for the record this is a summary judgment filed by the plaintiff. This is an action for ejection; the ejection is proceeding ---

[Minutes 4:12 – 4:20] Marie Assa'ad-Faltas, MD, MPH (interposing): *And I have one more objection. This is not what I previously, what I was previously served with.*

[Minute 4:21 – 4:22] **The Court:** So, that's why he's giving you a copy of it now.

[Minutes 4:23 – 4:32] Marie Assa'ad-Faltas, MD, MPH: Right; but that's not the motion that was pending by him that you chose to ---

[Minutes 4:32 – 4:37] The Court (interposing): Counsel, is this the original, um, summary ejectment that you filed that she's aware of?

[Minutes 4:38 – 4:40] Attorney Jason Hunter: It's not, Your Honor. These are authorities.

[Minute 4:41] The Court (interposing): Okay.

[Minutes 4:41 – 4:50] Attorney Jason Hunter: Um, I do have a copy that I can, I'll be happy to hand again to Dr. Faltas. Um, I find that usual, these are just authorities, case law and statutes, Your Honor, that's all.

[Minutes 4:51 – 4:57] Marie Assa'ad-Faltas, MD, MPH: So, my objection was well-taken because he had not handed ---

[Minutes 4:57 – 5:27] The Court (interposing): So again, I am denying the objection, Dr. Faltas. And, and so you understand, again, you have rights; and I'm not to going to deny you those rights; but you cannot once I've made my ruling, you can object to it but you previously have done but that means I've ruled on the objection; and we're going to proceed with it as necessary, okay? And we'll, you'll get an opportunity to respond to it. Then at that point I'll make my final ruling on it. Counsel, thank you.

[Minutes 5:28 – 5:35] Attorney Jason Hunter: You're welcome, Your Honor. I was saying this is a motion for summary judgment filed by the plaintiff, the landlord in an action for ejectment that is proceeding because the terms of tenancy for this tenant has expired ---

[Minutes 5:35 – 5:39] Marie Assa'ad-Faltas, MD, MPH (interposing): I, I cannot hear him. I cannot hear him. If he can either ---

[Minutes 5:40 – 5:42] The Court (interposing and scolding): He's standing, he's standing next to you. So, Counsel, if you can speak a little louder if possible.

[Minutes 5:42 – 5:56] Ms. Redenburg: [presently indiscernible]

[Minutes 5:57 – 5:59] Marie Assa'ad-Faltas, MD, MPH: I am not being facetious, Your Honor. I really cannot hear him.

[Minutes 6:01 – 6:02] Ms. Redenburg: If you could just try to speak into the microphone.

[Minutes 6:03 – 6:05] Marie Assa'ad-Faltas, MD, MPH: Because he's speaking fast, too.

[Minutes 6:06 – 6:49] Attorney Jason Hunter: All right, first off, Your Honor, this is a motion for summary judgment filed by the plaintiff, who is the landlord in this matter. This matter is proceeding because the term of tenancy for this tenant has expired, um, the tenant has refused to leave the premises despite having had notice, **and the tenant refused to also execute a subsequent lease.**

Your Honor, the lease agreement between the parties has a term of tenancy, that the last lease agreement, I understand there were some before that, **the last one has a term of tenancy that began in August of 2023 and ended on August 31, 2023.** Um. Your Honor, notice was provided; and I'll go into that further; but that ---

[Minutes 6:50 – 7:02] The Court (interposing): Excuse me, Counsel. What were those dates again? It seems like they are the same thing. What were the dates again, it began and it ended?

[Minutes 7:03 – 7:09] Attorney Jason Hunter: I believe, Your Honor, **it began on 8-1-2023 and ended 8-31-24.**

[Minute 7:10] Marie Assa'ad-Faltas, MD, MPH: Objection.

[Minutes 7:11 – 10:00] Attorney Jason Hunter: Your Honor, the leased premises is on Garners Ferry Road. The stated rent in the lease is seven-hundred dollars. But the lease term, of the final lease that's ended, that's really the end of the analysis. Um. If you look at the first document I handed up to you, SC Code Section 27-37-10, if you indulge me, it says in relevant part the tenant may be ejected upon application of the landlord or its agent when "or (2) the term of tenancy or occupancy has ended." Your Honor, that's clearly what has happened here.

Your Honor, the courts, the courts cannot rewrite contracts, as you know, they cannot extend contracts. And backing that up the red tab document I handed up to you, the 2007 Court of Appeals case entitled *Lowcountry Open Land Trust versus Charleston Southern University*. I've highlighted where that tab is; but it says there: "courts only have the authority to specifically enforce contracts that the parties themselves have made. They do not have the authority to alter contracts, or to make new contracts for the parties." Reinforcing that, Your Honor, that orange tab document, that supreme court case, 1988, still good law. It's entitled *C.A.N. Enterprises versus SC Health & Human Services Finance Committee*. It says, Your Honor, which is instructive for this case, "when a contract is unambiguous, clear and explicit, it must be construed according to the terms the parties have used, to be taken and understood in their plain, ordinary, and popular sense."

And, Your Honor, unambiguous in the lease agreement between the parties, it's unambiguous, clear and

explicit, that the lease ended on August 31, 2024. Dr. Faltas has been a month-to-month tenant since that time. Your Honor, notice was provided under the requirement of the statute on July 2nd of last year, notice was issued to Dr. Faltas, advising that she was a month-to-month tenant, and asking that she vacate the premises, um, 30 days hence. That notice was not heeded. And on or about August 4th of last year, the defendant again said I don't know anything about that, I didn't receive that notice despite my client having emailed the notice to her, gotten an email back confirmation that it's an opened email, she came into the office and feigned ignorance to the notice. At that time, ---

[Minute 10:01] Marie Assa'ad-Faltas. MD. MPH (interposing): Objection to the word "feigned."

[Minutes 10:02 – 10:06] The Court: Dr. Faltas, he's presenting it, you get to respond to it, okay? Not to object to it.

[Minutes 10:07 – 10:11] Marie Assa'ad-Faltas. MD. MPH: I'm objecting to the word "feigned." That's, that's an offensive word ---

[Minutes 10:12 – 10:18] The Court: Dr. Faltas, hold that for your response to it, okay?

[Minutes 10:21 – 15:35] Attorney Jason Hunter: Are you ready? The, Your Honor, we've included in our affidavit, a note made by an employee of the plaintiff contemporaneous with that meeting. He said that the, the July notice was printed out and handed to Dr. Faltas at that time and that he, **he made a further note that the defendant refused to sign a renewed lease due to the quote "new pricing for a 3-bedroom unit."** The, if you want to call it a renewed notice, but the notice that was provided to her, handed to her on August 4th, also went unheeded. So, on September 4th, Dr. Faltas presumably went to pay the rent. My client said we're not accepting the rent. We told you to leave. Please leave. Why didn't you leave? So, on September 4th, Dr. Faltas, um, after my client refused to take those further seven-hundred dollars, she called the cops, called Richland County Sheriff's Department. A deputy presumably had to come down. A police report is included in our affidavit by the deputy who witnessed the situation. Your Honor, in her, um, responsive pleading, and I'm talking specifically about the Rule to Vacate hearing request, Dr. Faltas says, quote, "this eviction application is retaliatory because I complained of threats to health and safety at Colonial Pointe." Your Honor, retaliatory evictions are, of course, covered by SC Code section 27-40-910. Now, Your Honor, there's been no allegation, and just a quick review of the statute. It, um, prohibits landlords from engaging in retaliatory conduct in response to protected conduct by a tenant. Um, protected conduct would be a complaint to the landlord about a risk to health and safety throughout the apartment or the rest of the premises or a complaint to some other supervising authority, you know, public housing or something like that. Um. And it goes into, it says, if you look at the Code also, if you look at the Code, they can't raise the rent. There has been no allegation that my client tried to raise the rent beyond the fair market value in this case. They cannot deny essential services. There has been no allegation in this case, no evidence that my client engaged in a willing diminution of essential services. So, the applicable part of the statute would be g, paragraph g. If you'd indulge me for a second. It says, "if the landlord retaliate, retaliates against a tenant for engaging in conduct protected under Section a, that's what I spoke about earlier, by refusing to renew the lease, and if the tenant is not, is not in default of the payment of rent," Dr. Faltas is not, "the landlord may not recover possession of the dwelling unit for 75 days." So, the landlord can still recover possession of the unit, Your Honor, but regardless of that, it just forestalls that for another 75 days. Your Honor, I'd submit to the Court it's been quite some time since August and September of last year, quite longer than 75 days. The statute goes on to say, "provided the tenant proves the landlord violated this chapter and the landlord has, had such notice, had notice of such complaints prior to the expiration of the lease." So, we'd be talking about communications from Dr. Faltas to the landlord that preceded August 31st of 2024. And there's no evidence of that. There's no evidence of any retaliatory conduct whatsoever, Your Honor. And in fact, Dr. Faltas has failed to file a counter-affidavit. I've not seen a counter affidavit from her despite being copied on emails from her for a while. Now, Your Honor, Dr. Faltas is a *pro se* litigant but she's not any *pro se* litigant. And I would ask this Court to adhere to the civil court rules. Rule 56, part c, of course says the adverse party, which Dr. Faltas is in this case, may serve opposing affidavit not later than two days before the hearing. That has not happened here. There is no evidence before the Court that refutes anything that I've said to you today, Your Honor. It says part e of Rule 56, goes on to say when a motion for summary judgment is made and supported as provided for in this rule," and the plaintiff has done this "an adverse party may not rest on the mere allegations or denials in his pleadings." That's what happened here, Your Honor. Dr. Faltas cannot simply say something is retaliatory. There is no evidence before the Court. And certainly, no affidavit was filed two days prior to hearing, Your Honor. And I want to ask, just reinforcement of the fact that Dr. Faltas is very familiar with the court system. Um. Your Honor, I searched her name yesterday in the Richland County Public Index, the green tab, Your Honor, we have three pages ---

[Minute 15:31] Marie Assa'ad-Faltas. MD. MPH: Objections.

[Minutes 15:32 – 15:45] Attorney Jason Hunter: Three pages with her name on it, Your Honor. And Your Honor, I've also included *The City of Columbia* versus Assa'ad-Faltas ---

[Minute 15:46] Marie Assa'ad-Faltas. MD. MPH: Objection.

[Minutes 15:47 – 15:55] **Attorney Jason Hunter:** The defendant in that case ---

[Minutes 15:52 – 16:07] **The Court:** Dr. Faltas, hold on, Counsel. Again, I will hear your response to Attorney Hunter's pleading that he's making for the Court. **There's nothing for you to object to at this particular point.** You can respond to it. Again, I don't have to admonish you again. I'll hold you in contempt.

[Minutes 16:31 – 17:41] **Attorney Jason Hunter:** Thank you, Your Honor. Um, the aqua, the green aqua tab document, *The City of Columbia v. Assa'ad-Faltas*, that is Dr. Faltas here before you today, Your Honor. It says in relevant part "for many years the defendant has engaged in a pattern of frivolous filings toward the court." Now, Your Honor, the last document in the appendix is a supreme court order specific toward Dr. Faltas. All that to present to you, Your Honor, that Dr. Faltas is very, very familiar with the court system. She's not filed an affidavit, and nonetheless, Your Honor, I believe this motion for summary judgment was filed last October. Dr. Faltas has had every opportunity in the world to submit evidence to the Court. There is, the record is what it is, Your Honor. A trial would do nothing, here. There is some extraneous lease that allows her to remain on the property. There is no document that presented that she has some right to remain on the property. This is not a credibility question, Your Honor. It's a question of law. That's exactly what summary judgment is used for. For those facts, Your Honor, for the foregoing reasons, we ask the Court to grant the judgment and save my client the expense of having to endure a jury trial in this case. Your Honor, that's my presentation unless the Court has any questions for me.

[Minutes 17:42 – 17:47] **The Court:** I don't. Dr. Faltas, Any response to Attorney Hunter's?

[Minute 17:48] **Marie Assa'ad-Faltas MD MPH:** A lot of responses.

[Minutes 17:52 – 17:55] **The Court:** I am here. I am listening to you.

[Minutes 17:56 – 18:50] **Marie Assa'ad-Faltas MD MPH:** First of all: there is no contract that he was referring to starting in, that his Exhibit A is not signed by me. In fact, his affidavit or the affidavit he filed with it says, um, um, that she could not locate a contract signed by me. So, all his Blah, Blah, Blah, about cases saying that the courts cannot re-write contracts for the parties is out because this is a blank thing that's not signed by me. And if you pull his Exhibit A, you'll see that it is not signed by me.

[Minutes 18:50 – 18:51] **The Court:** Are you presenting them to the Court?

[Minute 18:52] **Marie Assa'ad-Faltas MD MPH:** Didn't he give you a copy?

[Minutes 18:52 – 18:56] **The Court:** Are you presenting anything to the Court today, Dr. Faltas?

[Minutes 18:56 – 19:11] **Marie Assa'ad-Faltas MD MPH:** Yes. I filed a motion with the Court to strike his summary judgment motion because it contains forgery. You don't have my file?

[Minutes 19:12 – 19:16] **The Court:** Are you presenting anything new or different than what I currently have?

[Minute 19:19] **Marie Assa'ad-Faltas MD MPH:** Yes!

[Minutes 19:20 – 19:22] **The Court:** So you, you're responding to his motion, to the summary, for me to grant this summary ejection.

[Minutes 19:23 – 19:45] **Marie Assa'ad-Faltas MD MPH:** He's said that I haven't filed anything in opposition. I'm saying I filed something in opposition long ago. And that something in opposition was that the motion should be struck because it contains a forged document.

[Minutes 19:46 – 19:59] **The Court:** So, can you produce that document to the Court today? I'm not, I am in receipt of all your, all of the stuff you've given to the Court. Whatever you're presenting to me today, are you in possession of that to, to actually show me what you're talking about?

[Minutes 20:00 – 20:01] **Marie Assa'ad-Faltas MD MPH:** What I filed, the motion to strike ---

[Minute 20:01 – 20:06] **The Court (interposing):** Yeah, you should have a copy of it.

[Minutes 20:05 – 20:10] **Marie Assa'ad-Faltas MD MPH:** Sir, I can go to my car and get it. I can barely walk and carry things ---

[Minutes 20:10 – 20:15] **The Court (interposing):** So, everything that you're asking me to consider, you do not have in your possession.

[Minutes 20:20 – 20:21] **Marie Assa'ad-Faltas MD MPH:** No sir. No sir, that's not true. I do have it in my ---

[Minutes 20:22 – 20:25] **The Court (interposing):** I'm asking you. I wasn't telling you. I'm asking you.

[Minutes 20:26 – 20:32] **Marie Assa'ad-Faltas MD MPH:** Sir, I'm asking you: that motion that he handed ---

[Minute 20:33] The Court (interposing): Uh-huh (yes).

[Minutes 20:34 – 20:50] Marie Assa'ad-Faltas, MD, MPH (resuming): has exhibit A that he said is a contract between his client and me, it has no signature of mine. None. And the affidavit of plaintiff, she says that she doesn't have a contract signed by me ---

[Minutes 20:51 – 20:58] The Court (interposing): So, that's what I'm asking you. So, you're saying that your signature is not on that contract. Correct?

[Minutes 21:00 – 21:11] Marie Assa'ad-Faltas, MD, MPH: And I've said that in the motion to strike ---

[Minutes 21:11 – 21:08] The Court (interposing): So, I'm asking you: are you in possession of that contract that does not have your signature on it?

[Minutes 21:09 – 21:10] Marie Assa'ad-Faltas, MD, MPH: Yes, here it is ---

[Minutes 21:11 – 21:13] The Court (interposing): Well, that's all I'm asking you. Could you please present it please?

[Minutes 21:13 – 21:16] Marie Assa'ad-Faltas, MD, MPH: You have it, too ---

[Minutes 21:16 – 21:18] The Court (interposing): I'm asking you, Dr. Faltas, to present that to me.

[Minutes 21:20 – 21:26] Marie Assa'ad-Faltas, MD, MPH: You can see it has no signature of mine; and then this is the affidavit of Denice Williams: she says she has no contract signed by me.

[Minutes 21:27 – 21:28] Attorney Jason Hunter: Yes, this is the plaintiff's affidavit, Your Honor.

(Plaintiff's Exhibit A and Ms. Williams' 21 October 2025 affidavit handed up to the Court.)

[Minutes 21:38 – 21:44] The Court: Thank you. Okay, you can continue. You can continue.

[Minutes 21:45–27:14] Marie Assa'ad-Faltas, MD, MPH: Yes sir. So, residential units in South Carolina are controlled by the South Carolina Residential Landlord Tenant Act which is, which is based on the Uniform Landlord Tenant Act, which in turn is based on the Uniform Commercial Code, **which in turn requires good faith. There has been no good faith at all.**

What, what has been done is basically racketeering. This is a company from North Carolina that comes in and buys properties and tries to double the rent; and one way of doubling the rent is not accepting the rent when it's timely tendered and then filing an eviction. Now, the actual eviction application is not based on the termination of the contract, the actual eviction, and that should be in your file, too; but if you want me to go get it, I'll get it for you.

It's based on the rent not being paid. But that is a violation of the good faith dealing because when I went to timely tender the rent, they refused to accept it. That is why I had to have a sheriff witness it. And then, yes, there is plenty I have, I have sheriff's case numbers which are also on file. You all keep telling me that I shouldn't file things in the Lykesland magistrate's office but I had filed those when they were in the Lykesland magistrate's office and they said they transferred the whole file to you. So, there is evidence of my complaining to the landlord and to authorities; there is evidence of intentional diminution of services; there is evidence of failure of repair. All of that is already in the file in a timely manner, not just two days before the hearing. But my threshold motion is that the eviction which was signed by Magistrate Judge Wofford-Kanwat, she had no authority to sign it because she is recused.

And I make the analogy of a ruling from a judge here in South Carolina, a federal judge, Judge Cameron Curry. She was sitting by designation because all the district judges in Virginia were recused. But she ruled that the attorney, the U.S. Attorney who presented the indictments against New York Attorney General Letitia James and former FBI Director James Comey has, was not legally appointed; so, the indictment is void.

Because the honorable chief magistrate of Richland County has ruled that all Richland County magistrates are recused; and she gave reasons which predate the filing of this eviction. And the landlord files an application; and it's the magistrate who issues the rule to show cause. So, the issuance of the Rule to Show Cause was void ab initio, void from the beginning, because --- I am sorry Your Honor, I go out of breath. If I may take my breath?

[Minute 27:14] The Court: Yes.

[Minutes 27:21 – 27:38] Marie Assa'ad-Faltas, MD, MPH: Okay. And I may take, I need to put a nitroglycerine pill under my tongue; so that may take a few minutes for it to be absorbed. Would the Court indulge that, please?

[Minutes 27:41 – 27:42] The Court: How long is that going to take?

[Minutes 27:44 – 27:51] Marie Assa'ad-Faltas, MD, MPH: Three, four minutes; but this is a life, a lifesaving thing.

[Minutes 27:53 – 27:56] The Court: And how often would you have to do that?

[Minutes 27:57 – 27:58] Marie Assa'ad-Faltas, MD, MPH: *I have to do it right now.*

[Minutes 27:59 – 28:06] The Court: Yeah, I'm saying how often would you have to do that nitroglycerine pill? If you do it now, then when will you have to do it again?

[Minutes 28:07 – 28:16] Marie Assa'ad-Faltas, MD, MPH: *By the grace of God, I hope it works and I don't to have to do it again in this hearing.*

[Minutes 28:18 – 28:20] The Court: All right, over any objection Counsel, I'm gonna do a five-minute recess. Okay?

[Minute 28:21] Ms. Redenburg: All rise.

[Minutes 28:35 – 28:36] The Court: All right, Dr. Faltas, I'm yielding back to you, Counsel, I'm yielding back to you.

[Minute 28:37] Marie Assa'ad-Faltas, MD, MPH: *I'm sorry?*

[Minutes 28:38 – 28:39] The Court: I'm yielding back to you. You can continue.

[Minutes 28:40 – 28:48] Marie Assa'ad-Faltas, MD, MPH: *Yes sir. And I assume I am relieved from the requirement to have to stand ---*

[Minute 28:51 – 28:53] The Court (interposing): You are. You are.

[Minutes 28:53 – 29:21] Marie Assa'ad-Faltas, MD, MPH: *Thank you. In fact, in England instead of "Court in session, all rise," they say, "All rise, if you are able." So now, in the England which is the source of the Anglo-American jurisprudence, they recognize the inability of some people to rise; and I appreciate ---*

[Minutes 29:21 – 29:23] The Court (interposing): Thank you ma'am. You can continue for us.

[Minutes 29:24 – 40:42] Marie Assa'ad-Faltas, MD, MPH: *Okay. So, as a matter of the Court enforcing its own moral authority, it should strike what he stood and presented as a contract between his client and me when there is no such contract and he tries; I'm sorry for the, for the term; to pull the wool over Your Honor's eyes.*

And the more his motion should be stricken for that reason alone and sanctions be imposed on him because he stood and went on and on and on about a contract between the parties when there is no contract.

What there is is a prior contract under different terms from the prior owner of the property; and it has very specific terms. This is the contract that is controlling and that allows me to stay as long as I do not violate that other contract, which he did not see fit to present. So, I think this is a very serious issue of lack of candor to the tribunal. And out of the Court's self-respect, it should question him about that.

So again, there has been very many proofs on the file, including pictures. And they have been continuing. Things like no light in the parking lot; and I was the one who had to call the electric company and keep calling. Things like gang graffiti; and that's also in my filings which way predates two days before this hearing.

And in every response I say "including the exhibits, the previous record of the case, and all matters available for judicial notice." So, anything signed by Magistrate Judge Kan, Wofford-Kanwat is void ab initio.

I'm not saying they cannot, if they have grounds, file a new rule to show cause. They can; but it has to be before a judge who is not recused prior to the filing. And if you see Judge Stroman, she cites reasons, the recusal for reasons happening before, before that application for ejectment was filed. So, she had no authority and it's void ab initio.

The second thing is that any act that is part of a crime, tort or fraud, is also void.

*He acknowledged that this was a game. They said, no, we won't take your seven-hundred-dollar rent; we want you to sign a new lease essentially for, for, for double that amount. And if you don't sign it, leave. These are MAFIA tactics. These are, **this is extortion; and when it's done across state lines, it's a federal issue as well.***

So, they say, the value of property doesn't always rise. There is something like a diminution of the value of property. For example, when fire happens, when there is something next-door moves in and reduces the value. And I also have prior, way long prior to this hearing, that's why I said my motion should take precedence, attached the new company. They said they paid thirty-seven-thousand dollars for each apartment on the average. But in the flood of 2015, these apartments were affected; and for them to get permission to repair them, there is something called the 50% rule. The damage cannot be greater than 50% or they have to rebuild it on elevated since it was on flood zone.

So, what did they do? They submitted an appraisal that the apartment was worth a hundred-thousand dollars in 2015. I attached from the new owner, the attestation; and it's also. It's not something that's just, you know, internet or AI or fake news. This is something they have to file with the Securities and Exchange Commission. And they do. It's thirty-seven thousand dollars per apartment. So, the value has gone down from a hundred thousand when they were charging me, the previous owner were charging me seven-hundred to thirty-seven thousand; and therefore the rent should be diminished accordingly. But what; and that is to say nothing of the miserable condition of the apartment that is left unrepaired. Since the flood, Your Honor. I don't have carpet in the living room. I don't have

any floor covering in the living room. It's concrete. And it's even not sealed concrete. And in the hallway, there were layers of vinyl that had mold under them. They did not remove them until December of 2023.

There is a whole lot that, but, but objective is what they filed in 2015, saying the market value, the sale value, the building value of the unit is a hundred thousand and what they filed with the Securities and Exchange Commission and what they advertise is thirty-seven thousand. So, there has been diminution. But instead, they have this racket to monopolize apartments and instead of doing the fair market value, they try to double it and triple it by these games, which is also torts, fraud and crime. And that makes all their action having to be thrown out of court and sanctions imposed on them. I go and tender the rent timely. And they say, no, we're not going to take it; then they turn around and say we want to evict her because she didn't pay the rent on time.

He said that I feigned ignorance. I did not feign ignorance. There is established principle in law. It says the more recent takes, supersedes the older; and the specific supersedes the general. So, after they sent me that thing that says leave in July, they sent me another email saying pay the July rent. So, once they invited me to pay the July rent at that time I, they, they opened, they reopened the portal. So, I paid the July rent on the portal.

Then came August, and they, they maliciously turned the portal off; and the hearing we had before Your Honor, it was back on December 30th, and I, 19, I'm sorry, 2025; and I asked Ms. Redenburg to provide me with a recording of it. It was like pulling teeth; but Ms. Williams admitted that it would take two seconds to open the portal ---

[Minutes 40:42 – 41:02] The Court (interposing): Dr. Faltas, I hate to interject or interrupt but everything I hear you telling me is something that probably needs to be heard in a trial; but what I am determining at this particular point is whether or not we're gonna go to trial. So, I need your response into the motion that's before the Court for the summary ejectment.

[Minutes 41:03 – 41:21] Marie Assa'ad-Faltas, MD, MPH: Well, I already gave you my response that there is no contract between them and me that they can rely on. The contract that's controlling is with the previous owner that protects me from being evicted at will.

[Minute 41:21] The Court: Okay.

[Minutes 41:25 – 41:57] Marie Assa'ad-Faltas, MD, MPH: And there is, and the Rule to Show Cause was improperly issued because the judge who issued it is recused and was recused before she issued it. She just didn't give effect to the fact that she's recused. And the conduct was retaliatory and that does need to be determined in a trial because that's when the jury decides ---

[Minutes 41:59 – 42:01] The Court (interposing): That's an issue of law. The jury does not determine the law. That's for me to decide.

[Minutes 42:02 – 41:32] Marie Assa'ad-Faltas, MD, MPH: The facts are that I complained because he stood here and pretended that I did not complain to the landlord and to authorities. And on file and also in the hearing that you heard, you heard evidence that I complained to the landlord on one thing; but on file, there are several other things that I complained to the landlord and to authorities. So, these are issues of fact. I don't see how you can say that's an issue of law when I put before you facts of complaints of health and safety issues that predate ---

[Minutes 41:59 – 42:57] The Court (interposing): So you do understand that this hearing is to determine whether or not, because you understand that the law precedes anything else.

[Minutes 42:59 – 43:01] Marie Assa'ad-Faltas, MD, MPH: But this is not the law that you look at things ---

[Minute 43:01] The Court (interposing): Dr. Faltas ---

[Minutes 43:01] Marie Assa'ad-Faltas, MD, MPH: Okay.

[Minutes 43:01 – 43:07] The Court (resuming): So, my job right on this particular point is to rule on the motion that's before the Court because that means that if I rule on this motion that means that this issue is halted at this point because I rule on what the law said.

[Minutes 43:08 – 43:18] Marie Assa'ad-Faltas, MD, MPH: But the law cannot say that ---

[Minutes 43:19 – 43:20] The Court (interposing): I can't tell you what the law says because I did not write the law.

[Minutes 43:21 – 43:22] Marie Assa'ad-Faltas, MD, MPH: But you're not, you're misrepresenting the law. The law does not ---

[Minutes 43:23 – 43:24] The Court (interposing): Well. Thank you for telling me that.

[Minutes 43:24 – 43:39] Marie Assa'ad-Faltas, MD, MPH: Yes. I am sorry I have to say it to preserve my position. You're saying that it's an issue of law for your decision when there are facts on the file that I complained ---

[Minutes 43:39 – 43:40] The Court (interposing): Dr. Faltas ---

[Minutes 43:40 – 43:43] Marie Assa'ad-Faltas. MD. MPH: And then you're telling me it's an issue of law that summary judgment ---

[Minutes 43:43 – 43:46] The Court (interposing): And that's what I'm gonna rule on today, just the issue of law and nothing else.

[Minute 43:47] Marie Assa'ad-Faltas. MD. MPH: But that's not---

[Minutes 43:47 – 44:01] The Court (interposing): The testimony that you, **because you obviously were beginning to testify to some things, that has to be cross-examined. And I am not here for trial today.** I am here today to determine whether or not we will need to have a trial based on that.

[Minute 44:02] Marie Assa'ad-Faltas. MD. MPH: I'm telling you ---

[Minutes 44:03 – 44:21] The Court (interposing): Dr. Faltas, please don't do that. So, my job today is to determine whether or not what's presented to me is enough for me to rule on whether a trial needs to be had or not. This is what I am to determine at this particular point.

[Minutes 44:22 – 44:26] Marie Assa'ad-Faltas. MD. MPH: But you're saying you're going to ignore everything that was presented ---

[Minutes 44:26 – 44:31] The Court (interposing): That's not what I said. So, thank you for putting words in my mouth but that's not what I said.

[Minute 44:32] Marie Assa'ad-Faltas. MD. MPH: That's the implication, Your Honor. You're saying ---

[Minutes 44:32 – 44:36] The Court (interposing): Well, that's a matter of interpretation from your point, not mine.

[Minutes 44:36 – 44:48] Marie Assa'ad-Faltas. MD. MPH: All right. And I'm saying *Let me state my position clearly: when in the file, which you must take judicial notice of ---*

[Minutes 44:49 – 44:51] The Court (interposing): Which I have.

[Minutes 44:51 – 46:36] Marie Assa'ad-Faltas. MD. MPH (resuming): *there is evidence of complaints to authorities and there is allegations that the eviction was retaliatory because it was filed after the complaints to the landlord and to the authorities, you're trying to say that it's an issue of law. And I'm saying, no, that's not an issue of law. And to the extent that you're saying that it is an issue of law, you are either misapprehending or misrepresenting the law because you want to rule against me. And that is why I asked for your recusal at the threshold. But if you agree that there are facts on file that give prima facie, prima facie evidence of retaliatory conduct, then that is an issue of the jury because even in that October 13th before Judge, Magistrate Judge Wofford, she said yes, I do have your allegations as prima facie of retaliatory conduct; but I'm here to just set the bond; **and the retaliatory conduct, whether it was or was not, is an issue of the jury. Now you're trying to change that and stand things on their head and say that it's an issue of law. It's not an issue of law.***

[Minutes 46:37 – 46:40] The Court: First, Dr. Faltas, realize that I have nothing to do with whatever conversation which you may or may not have had with a previous judge.

[Minutes 46:41 – 46:42] Marie Assa'ad-Faltas. MD. MPH: It wasn't a conversation, it was a hearing.

[Minutes 46:43 – 47:07] The Court: Well, then, I had nothing to do with that previous hearing. I've read all of the documents that have been submitted to the Court today I'm ruling on what's before me at this particular point of whether or not to grant or not grant the summary ejectment. **I don't need anything for you to tell me about the trial; I need you to respond to the law.** That's what I'm asking you today. **Nothing else.**

[Minutes 47:08 – 47:12] Marie Assa'ad-Faltas. MD. MPH: And the law is a document that is not signed by two parties is not a contract. Do we have a difference on that?

[Minutes 47:13 – 47:17] The Court (angrily): Yes, of course there is. Counsel. Okay, thank you ma'am. Counsel, anything else?

[Minutes 47:18 – 48:17] Attorney Jason Hunter: Yes, Your Honor, thank you. If I could very briefly respond, um, Your Honor, if I could draw the Court's attention to the proffered Landlord-Tenant Act, um, SC Code 27-40-320 is entitled "Effect of unsigned or undelivered rental agreement." In part b it says *verbatim* "If the tenant does not sign and deliver a written rental agreement which has been signed and delivered to the tenant, acceptance of possession and payment without, of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant." Sir, if you recall, we've been very upfront about the fact that we do not have a rental agreement signed by Dr. Faltas. That's clear in our affidavit, um, so, I would just, I just want to point out that to the Court that I don't think that line of argument has been unfairly worked around. Um ---

[Minute 48:18] The Court: Thank you.

[Minutes 48:19 – 48:43] Attorney Jason Hunter: Also our official pleading, um, it did check those blocks of both causes of action, a cause of action for non-payment, **I withdrew that because clearly my client was trying to kick Dr. Faltas out of the apartment and stopped accepting rent;** but we withdrew that and proceeded under the other cause of action, the termination of the lease. That's all, Your Honor.

[Minute 48:44] The Court: Thank you.

[Minutes 48:45 – 54:32] Marie Assa'ad-Faltas, MD, MPH: Well, Your Honor, there was, it's not this that I've given to you. First, it was never tendered to me. **And again, what controls is the prior contract that continues and that protects me and that has completely different terms from this.** And then their effort to have me sign this, if indeed there was even an effort to do so, was an act of racketeering which should not be indulged or encouraged or rewarded by the Court. And I also, you're stopping me from saying that I objected when he said I was feigning ignorance. I am a very honest person. And then he tried to say that I'm litigious. All those cases are because people tried to bring false criminal charges against me and I defended myself without a lawyer in a jury trial in the court of none other than Judge Clifton Newman and I, thank God, I was able to do for myself what the entire team of Alex Murdaugh was unable to do for him, which is prevent a jury from returning a wrongful conviction. I was, initially the jury completely deadlocked; and Judge Clifton Newman declared a mistrial. And it took me two and a half years; and it was remanded to the City of Columbia Court; and thank God, again without a lawyer, I got it dismissed with prejudice.

So, when he stands there and, and tries to blame the victim, I think it is obscene.

It is obscene because ever since, I have not just said it's my word against them, against their word, I presented objective evidence that they obtained probable cause by perjured and forged, and forged documents. They continued to prosecute me on forged documents and perjured testimony. I presented it to the Judicial Merit Selection Commission when, when John Meadors was running for judge. Thank God he didn't get elected.

But when now-Justice James was a, a, a circuit court judge and he was running for re-election, I also appeared before the Judicial Merit Selection Commission and gave that testimony. And now-Justice James, at the time a circuit judge, he said I agree with Dr. Faltas that judges should not honor or use or accept testimony that is perjured. And then I also testified in the, the, um, Chief Judgeship of Justice Pleicones; and I also presented it.

So, the system is failing me. And I'm asking you: Don't fail me, too. Don't let him stand there obscenely saying Dr. Faltas is, is litigious when if we look at all the cases, I only had filed four civil cases, all of which I won; and I had filed one eviction appeal. And the Honorable Judge Lee ruled in my favor; and it was against the huge law firm of Nelson Mullins. And I attached Her Honor's rulings previously to the submissions here. So, all four civil cases that I had filed, I had won. One civil appeal that I had filed, I had won. All the others are derived from the false criminal charges they brought against me and the continued punishment of me when I kept demanding, after the jury deadlocked before Judge Clifton Newman, I continued demanding speedy retrial or dismissal. And I didn't just do it by, by being loud and I documented all the evidence of the perjury; but no one cared.

No one cares. And that is why I, I, I want you to uphold the honor of the court, to uphold your self-respect, to not stand the law on its head; and to deny his summary judgment motion.

[Minute 54:33 – 55:20] The Court: Thank you, Dr. Faltas. So, I appreciate your candor; and I appreciate your response to it. So, and I am hoping in my twenty-nine years of sitting on the bench that I've upheld the integrity of this institution that I so proudly honor. So, I'm making a ruling on, on the summary ejection because that's what I set as the first motion, the first thing that's before the Court. And it either continues the case or it discontinues the case. You understand that. The next thing that you need to understand is that any ruling that's made in this Court are appealable. That's why they make these appellate courts. But for one thing is not going to be debatable; so you do understand that you have the right to appeal any decision that in this court to the next higher court. So, understand that.

[Minutes 55:22 – 55:30] Marie Assa'ad-Faltas, MD, MPH: Before I have the right to appeal it, I need to ask you to reconsider it.

[Minute 55:30 – 55:33] The Court: Well, you can't, I can't reconsider something I haven't considered yet. You haven't heard my consideration on it yet.

[Minutes 55:34 – 55:40] Marie Assa'ad-Faltas, MD, MPH: I know, I know. I'm just saying if you rule adversely to me, for me to have the right to appeal it I have to ask you to reconsider it.

[Minute 55:40 – 55:44] The Court: Well, again, Dr. Faltas, again, then you need to allow me the opportunity to, you need to listen to this. *[presently indiscernible conversation between the Court and Ms. Redenburg]* [Minute 55:45 – 56:54] The Court (continuing): So again, I don't reconsider, I'm not, I won't reconsider any ruling that I make today; you know you have the opportunity to appeal any decision that I made, that I am going to make today. Again, Dr. Faltas, again, we're done. Okay? So, I do feel, **because I am ruling at this particular point on the preponderance of the evidence,** which

weighs or outweighs the other, I do feel that whatever motion that Attorney Hunter has presented to the Court does outweigh your objections that you've made on it. And with that in mind, with that in mind, I'm gonna rule in his favor of granting this summary ejection and we'll continue with the eviction at this particular point. Any other thing you want at this particular point, you know obviously what you need to do; but we won't have a debate with it on today, you understand.

[Minutes 56:54 – 57:00] Marie Assa'ad-Faltas, MD, MPH: I'm telling you that for the appeal to be accepted, I have to first file a motion to reconsider.

[Minute 57:00 – 57:04] The Court: That's fine.

[Minutes 57:04 – 57:10] Marie Assa'ad-Faltas, MD, MPH: And I filed, I expected no different; and that is why I asked for your refusal. And thank you. May I leave now?

[Minute 57:12 – 57:14] The Court: Thank you. Anything, Counsel, for clarity? (Laughs.)

[Minutes 57:18 – 57:20] Attorney Jason Hunter: I have nothing to add, Your Honor. Would you, would you need an order from me?

[Minute 57:22] The Court: Yes.

[Minutes 57:23 – 57:34] Attorney Jason Hunter: I'll draft an order for Your Honor; and while everyone is still in the courtroom, you do not have to file a motion to reconsider before the appeal.

[Minutes 57:34 – 57:43] The Court: Unless she wants me to, I mean I, I'll entertain it; but I don't see where I need to. But I can't stop her from filing anything she wants to file.

[Minutes 57:44 – 58:00] Marie Assa'ad-Faltas, MD, MPH: For one thing, you just said what he presented outweighs what I presented. **That's weighing their evidence which is for the jury, not for you. And that's an error or law;** but I do want a recording of this hearing and of the prior hearing on December 30th.

[Minute 58:01] The Court: Yes ma'am.

[Minutes 58:02 – 58:03] Attorney Jason Hunter: Your Honor, I'll be seeing you soon.

[Minute 58:04] The Court: Thank you very much. We're adjourned.

[Minute 58:05] Ms. Redenburg: [...] All rise.

Per your request, I have attached a copy of the court recording from your hearing for the above referenced case.

<https://drive.google.com/file/d/1BSuNNZzn-7t2-G6ZjvpOqH8iSAsFYbzF/view?usp=sharing>

Thank you,

Good afternoon Dr. Faltas,

Attached you will find the links to the requested court recordings. Please let me know if you have any issues or concerns.

CV Mediation/Motion Hearing 3-17-26:

https://drive.google.com/file/d/1dTn_UwiUwTjVaklg6WUEbAH36UMHm0Er/view?usp=sharing

CV Motion Hearing 12-30-25:

https://drive.google.com/file/d/1r6kMsgmP_sR3YqllociASqJDxi9y-HwJ/view?usp=sharing

Thank you,

Morgan Redenburg

2025CV4010601370

Host: Lykesland Magistrate

Monday, October 13, 2025

2026 JUL 16 AM 11:36
FILED
RICHLAND COUNTY
JANETTE W. McBRIDE
Clerk, S.C. & F.C.

11:20 AM | (UTC-05:00) Eastern Time (US & Canada) | 1 hr 26 mins

If you want to share only the recording with others, share the recording link and password below.

Recording

Topic	Password
<u>2025CV4010601370-20251013 1650-1</u>	mMSrRQM3

Need help? Go to <https://help.webex.com>

RICHLAND COUNTY
FILED
2026 JUL 16 AM 11:36
JEANETTE W. MCBRIDE
C.C.P., G.S., & F.C.