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SC Court of Appeals

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

Appellate Case No. 2026-00---- *Related to 2026-001573*

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

RICHLAND COUNTY
FILED
2026 JUL 28 P 4:12
JEANETTE A. WALKER
C.C.P. & G.S. CLERK

(1) NOTICE OF APPEAL, (2) MOTION TO PROCEED ON APPEAL *I.F.P.*, (3) MOTION FOR APPOINTMENT OF COUNSEL, (4) *Suggestion* FOR INITIAL HEARING *en banc* OR for TRANSFER TO SC's Supreme Court due to Great Public Importance, and (5) Motion to Remand to Circuit Court to: (a) Correct Clerical Error and (b) Investigate Fraud upon Courts.

Marie Assa'ad-Faltas, MD, MPH, *pro se* hereby timely gives and serves Notice of Appeal from SC Circuit Judge Daniel Coble's 22 July 2026 Form-4 ORDER summarily denying Rule 59(e) motion.

Said Form-4 ORDER *erroneously* captions the landlord as Defendant and the tenant as Plaintiff is violation of **both** SC's Code of Laws and SC's Appellate Court Rules ("SCACR"). *Vide e.g., this* Court's own Clerk's letter to a different appellant in SC Appellate Case 2026-000980, changing the title of the case back from that erroneously "flipped" by the Richland County Circuit Court.

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. This Court's refusal to consider this threshold motion, *assuming* ***but only arguendo*** *this Appellant is* ***permanently*** *barred from filing* pro se, **creates *a catch-22 totally* foreclosing *this Appellant's* access to SC's appellate courts *contrary* to SC's Supreme Court's stated purpose in its 27 September 2017 ORDER and its February 2022 ORDER in 2021 -000815.**

Initial hearing *en banc* is suggested to give *each member of this Court* the opportunity to consult his/her conscience and devotion to the Constitution in this integrity-testing situation.

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 extorting 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.**

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

On 28 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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