

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

Appellate Case No. 2026-001573 (two consolidated appeals)

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

Appellant's (1) **Reasserted UNDERTAKING per § 27-40-800 (b) and (f)(1), S.C. Code of Laws;** (2) Report to SC Court Administration of *Troubling* Events since Appellant's 28 July 2026 Motion to Remand; (3) DEMAND for the Circuit Court to Accept Tenant-Appellant's August 2026 Rent Bond to Prevent the Magistrate Court's *clearly* nefarious refusal to accept it from causing bond dissolution; and (4) Request for such other action as necessary and proper **to prevent irreparable injury, up to death, of Appellant** and to maintain judicial integrity and respect for the judicial hierarchy.

Section **27-40-800 (b) and (f)(1), S.C. Code of Laws** provides *in toto*, respectively:

(b) It is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by the magistrate in accordance with SECTION 27-40-780, as it becomes due periodically after the judgment was entered. **Any magistrate, clerk, or circuit court judge shall order a stay of execution upon the undertaking.**

(f)(1) Upon appeal to the Supreme Court or to the court of appeals, it is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered. **The judge of the court having jurisdiction shall order stay of execution upon the undertaking.**

In statutes, "shall" mandates a ministerial act not subject to discretion, not a judicial act. Specifically for tenants, *Lindsey v. Normet*, 405 U.S. 56 (1972), held that states are not *generally* required to provide appeals from trial courts' judgments **but** once a state provides an appeal structure/avenue, that state must open equal access to all interested appellants without unreasoned distinctions or arbitrary/irrational conditions/burdens on tenants.

SC's Legislature **clearly stated its intent** in enacting SC's Residential Landlord and Tenants Act ("SC-RLTA"):

SECTION 27-40-10. Short title.

This chapter is known and may be cited as the South Carolina Residential Landlord and Tenant Act.

SECTION 27-40-20. Purposes; rules of construction.

(a) This chapter must be liberally construed and applied to promote its underlying purposes and policies.

(b) Underlying purposes and policies of this chapter are:

(1) to simplify, clarify, modernize, and revise the law governing rental of dwelling units and the rights and obligations of landlords and tenants;

(2) to encourage landlords and tenants to **maintain and improve the quality of housing.**

SECTION 27-40-790, titled "Payment of rent into court," also provides:

In any action where **the landlord sues for possession and the tenant raises defenses or counter-claims pursuant to this chapter or the rental agreement:**

(b) The tenant is required to pay the landlord all rent allegedly owed prior to the issuance of the rule, **provided, however, that in lieu of the payment the tenant may be allowed to submit to the court a receipt and cancelled check, or both, indicating that payment has been made to the landlord.**

In the event that the amount of rent is in controversy, the court shall determine the amount of rent to be paid to the landlord in the same manner as in subsection (a) or (b) of this section.

In her 31 July 2026 submissions to this Court, Dr. Assa'ad-Faltas declared under penalty of perjury that she took the original of the below-copied money order to Richland County Magistrate Central Court on 29 July 2026 but Deputy Clerk Morgan Redenburg arbitrarily, capriciously, and contrary to law, refused to accept it.

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SC Court of Appeals

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0088374
Office AU # 1154
1210(B)

PERSONAL MONEY ORDER

6837407787

Remitter: MARIE T ASSAAD-FALTAS
Operator ID: 0854780

PAY TO THE ORDER OF GREEN ALPHA PROPERTY
DBA COLONIAL POINTE APARTMENTS

July 29, 2026

Seven Hundred and 00/100 -US Dollars

\$700.00

Payee Address: RENT BOND UNIT 155 AUGUST 2026

WELLS FARGO BANK, N.A.
6700 GARNETT FERRY RD
COLUMBIA, SC 29209
FOR AUTOMATED CHECK VERIFICATION
CALL 1-800-394-3122

*Paid under protest
Case #2025 CV 4010601370*

Handwritten Signature

Security Features Included. Details on Back.

⑈6837407787⑈ 12100024814945 793990⑈

Tenant/Appellant now asks this Court to accept the original or order the Circuit Court or the magistrate court to accept it by 5 August 2026 to prevent dissolution of the bond through no fault of Dr. Assa'ad-Faltas'.

That Dr. Assa'ad-Faltas is a tenant at all is due to cases now/previously before this Court and/or SC's Supreme Court ("SC S Ct"). Said cases give reason for recusal of Former Richland County Magistrate, now SC Circuit Judge Coble, from all Dr. Assa'ad-Faltas' cases due to former Columbia Mayor Coble's work at Maynard-Nexsen, formerly Nexsen-Pruitt, and said Mayor's hiring of Sara Heather Savitz Weiss ("Weiss") as the City of Columbia's agent in Richland County Solicitor's Office to basically bring criminal charges against political and civil-litigation opponents of the City for the City and its favorites in violation of Rule 4.5, which provides:

RULE 4.5: THREATENING CRIMINAL PROSECUTION

A lawyer shall not present, participate in presenting, or threaten to present criminal or professional disciplinary charges solely to obtain an advantage in a civil matter.

Comment

This Rule is not included in the Model Rules of Professional Conduct. The language of this Rule is based upon DR 7 105 of the Code of Professional Responsibility.

That *known*-false criminal charges were brought against Dr. Assa'ad-Faltas for her opponents in civil litigation to gain unfair advantage is not Dr. Assa'ad-Faltas' imagination but the very opinion of then SC Circuit Judge Lee which those very unfair-advantage-seeking opponents appealed to this Court in C-Track [2010-153027](#).

Other SC Appellate cases arising from the false criminal charges of which Dr. Assa'ad-Faltas, thank God and ably *pro se* **ultimately and fully** exonerated herself include SC C-Track ## [2013-000946](#), [2014-000561](#), [2014-000006](#), [2014-000028](#), [2014-002346](#), [2016-001730](#), [2016-00254](#), [2016-002541](#), [2018-001751](#), and [2019-000708](#). **Other than SC's two appellate court chiefs, there are eight sitting SC Court of Appeals judge and three justices (plus one to be, God willing, soon installed). Among those twelve, there must or could be at least one whose conscience must or could be offended at the continuing court-admitted "extreme" punishment of Dr. Assa'ad-Faltas for having been innocent, refused to deny her innocence through a perjured guilty plea, and ultimately pro se proved that innocence. Denying her constitutional and basic human right to speak for herself, her tool for proving her innocence, is ipso facto proof that such denial had no real purpose than retaliation against her. Respect for the other 12 SC appellate jurists who have not spoken on the issue mandates keeping this case and Dr. Assa'ad-Faltas alive until those other 12 jurists have examined the record.**

Keeping Dr. Assa'ad-Faltas alive means staying the execution until the final remittitur is duly issued.

Page 2 of 3 exclusive of any attachment(s) and of incorporation by reference all judicially-noticeable matter

Tenant/Appellant's Undertaking to Stay Execution Pending Conclusion of ALL Appeals and Discretionary Reviews of this Landlord-Tenant Matter

Now comes the tenant in the above entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on the 22 day of April, 2026, by the magistrate. Tenant has appealed the judgment to the circuit court and from there to South Carolina's Court of Appeals.

Pursuant to the findings of the magistrate, the tenant is obligated to pay rent in the amount of \$ 700.⁰⁰ per month, due on the 1st day of each month.

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the court and moves the circuit court or Court of Appeals to stay execution on the judgment for ejectment until this matter is heard on appeal and decided by the Court of Appeals and the Supreme Court.

This the 4th day of August, 2026.



Marie Assa'ad-Faltas, Tenant-Appellant *pro se*

Time and health permitting, and God so willing, a copy of this document without attachments is also filed with SC S Ct and with Richland County Circuit Court to demand for Dr. Assa'ad-Faltas attention equivalent to the Murdaugh matter and immediacy equivalent to the Danny Ford, II matter.

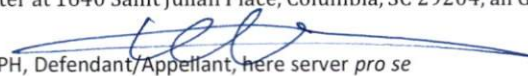
Sincerely submitted on 4 August 2026.



s/Marie Assa'ad-Faltas, MD, MPH, Defendant/Appellant/Movant *pro se*
P.O. Box 9115, Columbia, SC 29209 Phone: (803) 783-4536 Cell: (330) 232-4164
e-mail: Marie.Faltas@hotmail.com and MarieAssaadFaltas@GMail.com

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

On 4 August 2026, I served Respondent herein with a true copy of this document by postage-prepaid first-class U.S. mail properly addressed to Respondent's counsel Jason Hunter at 1640 Saint Julian Place, Columbia, SC 29204, all God so willing.



s/Marie Assa'ad-Faltas, MD, MPH, Defendant/Appellant, here server *pro se*
P.O. Box 9115, Columbia, SC 29209 Phone: (803) 783-4536 Cell: (330) 232-4164
e-mail: Marie.Faltas@hotmail.com and MarieAssaadFaltas@GMail.com

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MUSC Health Heart & Vascular Laurel St. Medical
Pavilion

2001 Laurel St
Columbia, SC, 29204-1018
Phone: 803-254-3278
Fax: 803-929-3256

August 4, 2026

To Whom it May Concern:

Marie AssaAd Faltas was seen in my clinic on 8/4/2026. At this time patient unable to undergo undue mental and physical stress secondary to serious underlying cardiac conditions.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,

Himaxi Maisuria, MD, FACC.

Himaxi Maisuria, MD

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ASSAAD, MARIE

ID: -

4-Aug-2026

9:51:50

MUSC HEART AND VASCULAR

Vent. rate 95 bpm
PR interval * ms
QRS duration 78 ms
QT/QTc 378/475 ms
P-R-T axes * 61 62

Atrial fibrillation
Low voltage QRS
Cannot rule out Anteroseptal infarct, age undetermined
Abnormal ECG

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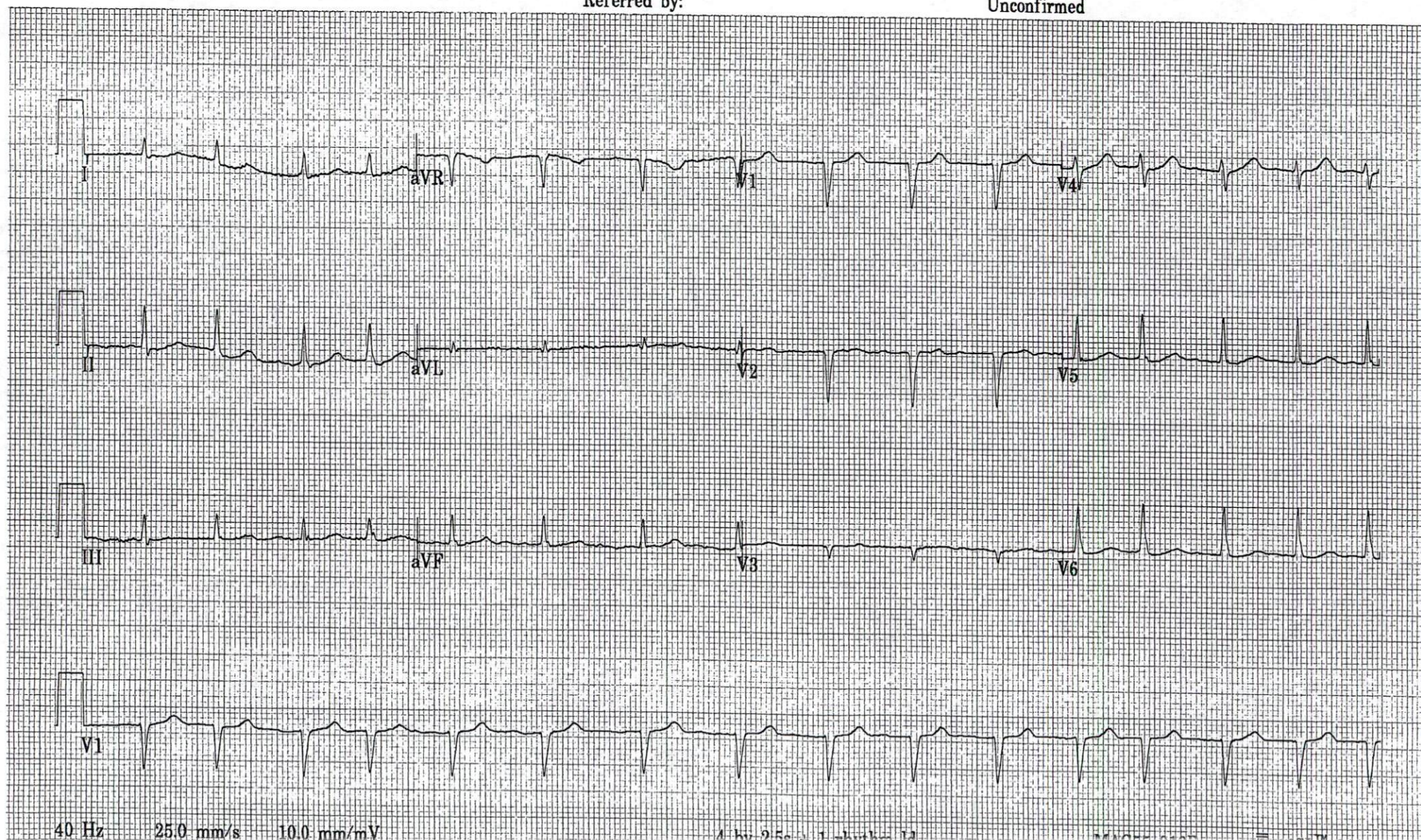
AUG 04 2026

SC Court of Appeals

Technician:
Test ind:

Referred by:

Unconfirmed



USCA4 Appeal: 23-220 Doc. 14-5 Filed: 07/31/2024 Pg. 1 of 3 Page 1 of 3 Total Pages: (1 of 3)

EXHIBIT

No. 4

The State

COLUMBIA • SOUTH CAROLINA

METRO

MONDAY
JANUARY 5, 2009
SECTION B

HUNLEY MYSTERY DEEPENS, PAGE B5

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SC Court of Appeals

COMICS, Page B6 | WEATHER, Page B8

Columbia's special prosecutor brought back

By ADAM BEAM
abeam@thestate.com

A .40-caliber pistol in a trash can was enough to bring back Columbia's special prosecutor after the position was eliminated in July because of a funding dispute.

Beginning this month, Heather Savitz Weiss, an assistant solicitor for 5th Circuit Solicitor Barney Giese, will resume her duties as Columbia's spe-

cial prosecutor for six months — and city officials won't have to pay for it.

"We talked about it, and I think it is so important that I'll do just about anything to reinstate it — including doing it without funding," Giese said.

Weiss' title was eliminated in July after Columbia City Council members

voted to cut part of her roughly \$50,000 salary.

Giese responded by cutting the position entirely and putting Weiss back in the general rotation of cases as an assistant solicitor. Giese also picked up her salary out of his budget.

But a series of events during the

first week of November started a chain reaction that brought Weiss back to her role.

On Nov. 1, police heard gunshots in Columbia's Martin Luther King neighborhood and arrested 18-year-old Horace Antonio Taylor.

Police did not find a gun on Tay-

lor, so he was released and, on Nov. 5, pleaded guilty in city court to disorderly conduct charges.

Two days later, the same Columbia police officer saw Taylor in the neighborhood again, this time with a .40-caliber pistol under his T-shirt. The officer saw Taylor put the gun in a trash can, according to an incident report.

SEE WEISS PAGE B5

LEXINGTON 2 SCHOOLS



School
memories
forever



Heather
Savitz Weiss

plates were removed, allowing scientists to enter the crew com-

investigation with, say, a tragic

the tide to change.

TATTOO

FROM PAGE B1

The first Hinton knew of Kinard's plan was when she saw the comic-like figure already indelibly inked on Kinard's arm.

"I told her, 'Are you sure you want that on your body?'" Hinton said. "It's cool, but I wish I'd made something specifically for her."

Adam Shiverdecker, who just finished his graduate degree — and, as Kinard predicted, moved away — also considers her com-

mitment "cool."

"It's definitely something more permanent than most other gestures," said Shiverdecker, who relocated to Philadelphia last month.

Shiverdecker and other graduate students "have been really important in teaching me," Kinard said. "You get the basics in class, but being in the studio is really what it's all about. They're here 24 hours a day — whenever you need them."

For tattoo artist Dale Kellett at Body Rites in Five Points, it has been a unique project because it's

not his own art.

"These are other people's lines, and I'm totally hands-off," Kellett said. "I respect their art, and it's been a great experience."

Kinard began making art as a child and continued through her time at Dutch Fork High School. After attending a couple of other colleges, she settled back at USC. Most of her artwork takes the shape of fragmented and slumped vessels, some with words etched into the surface. The rough-hewn objects are left partially unglazed and fired at low temperatures.

"She has a real style," Hinton said.

And Kinard is a hard worker. "She's very driven and anxious to get better," Shiverdecker said.

One person who wasn't thrilled with Kinard's tattoo project was Virginia Scotchie, an art professor at USC.

"She thought I was a little crazy" but finally signed off on it, Kinard said. "If she wasn't OK with it, I wouldn't have done it."

Reach Day
at (803) 771-8518.

WEISS

FROM PAGE B1

Taylor, sent to a city judge who did not know his prior record, was let-out of jail for \$500.

Durham Carter, president of the MLK Neighborhood Association, was livid. He demanded a meeting with Mayor Bob Coble.

"The young man was a nuisance to the neighborhood," Carter said.

Coble, trying to appease neighborhood residents, called Weiss.

Weiss had been Columbia's special prosecutor for eight years. She handled only city cases and was the liaison between the Columbia Police Department and the solicitor's office — until the council members cut part of her funding.

Now, after Taylor's two arrests and two releases in one week, Coble needed Weiss to help.

"It was my day off, but, you know, the mayor wanted help," Weiss said.

Weiss knew Taylor.

She met him two years ago when Taylor was shot outside Williams-Brice Stadium following the Capital City Classic.

"He was originally a victim of mine," she said. "He was nicknamed 'Bloody Horace.'"

Weiss met with Carter and other MLK residents to explain why Taylor was let out of jail and what she could do about it.

She set up a meeting with Taylor's mother. Taylor lived with his mother in the MLK neighborhood in her Habitat for Humanity home, which Taylor's mother said was roughly four years away from being paid off.

Habitat for Humanity officials reminded her that a condition of her having the house was providing a safe environment.

"It was a different kind of in-

tervention," Weiss said.

Taylor's mother, who did not want her name in the newspaper, confirmed that Habitat officials met with her about her son. She said another man in the MLK neighborhood was getting her son in trouble.

Finally, Weiss filed a motion to revoke Taylor's bail. The judge denied the request but ordered Taylor not to return to the MLK neighborhood. He is no longer living there.

"All (residents) have to do is call (if they see Taylor), and he will be in violation of his bond," Weiss said.

Weiss said if she had been working as the city's special city prosecutor, Taylor still might be in jail. The police officers she deals with would have called her, and she would have been at the bail hearing to request a higher bail, based on Taylor's history.

"This just lets me have a wider

net of connections," she said.

Coble was so impressed with Weiss' work that he met with Giese about bringing back the special city prosecutor program.

Giese agreed.

"I saw the importance of having the same solicitor do two things," Coble said. "One, certainly keep up with cases and be familiar with defendants, particularly with repeat offenders. And secondly, to be an active partner with neighborhoods."

Giese said he will negotiate with City Council members about paying for her position in next year's budget. But either way, Giese said, he is committed to keeping the program.

"Without it I feel like we've lost some of the contact we've had with (the city) and with the community groups," he said.

Reach Beam
at (803) 771-8405.

hopes for the new principal, Jesse Washington.

Davis' previous principal stayed for two years, pulling together strategic plans and pro-

work with children with particular challenges. Older children also become active participants in the school by mentoring younger students.

Families are referred to free

to talk with a mother overwhelmed by her home life.

"By the time I got off the phone, she was crying, I was crying," Watson said. "And I knew I had made a difference."

what they're dealing with at home.

"There is a great effort exerted to do everything we possibly can do to bring them along and help them be where they need to be."

**CITY OF COLUMBIA**
INTEROFFICE MEMORANDUM**EXHIBIT****No. 5****TO:** The Honorable Mayor Coble and City Council**DATE:** 11/30/09**CC:** Ken Gaines, City Attorney
Erika Salley, City Clerk**FROM:** Steve Gantt, Interim City Manger *SAG***RE:** Richland County Solicitor's Office

During the FY 09/10 Budget process, City Council allocated \$70,000 for the continued support of a Special City Prosecutor with the Richland County Solicitor's Office. Attached is a letter from the Solicitor's office request for this year. The City has supported this position for several years with great success. I am requesting your approval for this allocation for FY 09/10. Funding is included in the General Fund Budget for this request.

If you have any questions, please let me know.

Attachment

RECEIVED**AUG 04 2026****SC Court of Appeals****RECEIVED****NOV 30 REC'D****CITY OF COLUMBIA
CITY CLERK**

The State of South Carolina

W. Barney Giese
Solicitor

John P. Meadors
Deputy Solicitor

SOLICITOR
Fifth Judicial Circuit
Post Office Box 192
1701 Main Street
Columbia, South Carolina 29202

Phone
(803) 576-1800

Fax (803) 576-1718

November 24, 2009

Steve Gantt, Interim City Manager
City of Columbia
PO Box 147
Columbia, SC 29217
Re: Special City Prosecutor Funding

Dear Mr. Gantt:

Thank you so much for the continued support of the Special City Prosecutor position in my office. The \$70,000 you have allocated for the position helps us continue to fund a prosecutor to facilitate the positive relationship we have with the City and streamline prosecution of the cases arising there. I look forward to continuing this relationship for years to come. Please feel free to contact me or Heather Weiss, your Special City Prosecutor, if we can be of service to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "W.B. Giese".

Warren B. Giese

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CITY OF COLUMBIA
INTEROFFICE MEMORANDUM

EXHIBIT

No. 6

TO: The Honorable Mayor Benjamin and City Council **DATE:** 12/7/2010

CC: Ken Gaines, City Attorney
Erika Salley, City Clerk

FROM: Steve Gantt, City Manger

RE: Richland County Solicitor's Office

During the FY 10/11 Budget process, City Council allocated \$70,000 for the continued support of a Special City Prosecutor with the Richland County Solicitor's Office. Attached is a letter from the Solicitor's office request for this year. The City has supported this position for several years with great success. I am requesting your approval for this allocation for FY 10/11. Funding is included in the General Fund Budget for this request.

If you have any questions, please let me know.

Attachment

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SC Court of Appeals

The State of South Carolina

W. Barney Giese
Solicitor

SOLICITOR
Fifth Judicial Circuit
Post Office Box 192
1701 Main Street
Columbia, South Carolina 29202

Phone
(803) 576-1800

Fax (803) 576-1718

November 30, 2010

Steve Gantt, City Manager
City of Columbia
Post Office Box 147
Columbia, SC 29217

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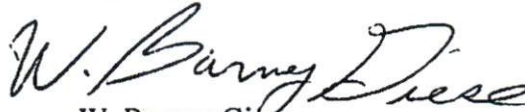
SC Court of Appeals

RE: Special City Prosecutor Funding

Dear Mr. Gantt:

Thank you so much for the continued support of the Special City Prosecutor position in my office for the fiscal year 2010-2011. The \$70,000.00 you have allocated for the position helps us continue to fund a prosecutor to facilitate the positive relationships we have with the City and streamline prosecution of the cases arising there. I look forward to continuing this relationship for years to come. Please feel free to contact me or Heather Weiss, your Special City Prosecutor, if we can be of service to you.

Sincerely,


W. Barney Giese
Solicitor

WBG/tby
Cc: Missy Caughman, City of Columbia

Civil Transmittal

Please return to Morgan Redenburg
Richland County Central Court - 2500 Decker Blvd. - Columbia, SC 29206
Fax: (803) 576-2325
E-mail: redenburg.morgan@richlandcountysc.gov
Work: (803) 576-2310

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SC Court of Appeals

RC CENTRAL COURT
JUN 30 '26 AM 11:50

Handwritten signature

Case Number	Plaintiff	Defendant	Case Type	Item Collected
2025CV4010601370	Green Alpha Property Management	Marie Faltas	RTV	MO's # 6837407725 Amount: \$700.00

Prepared Date: June 30, 2026

Received Date: _____

Received by: *Handwritten signature*

Notes: *** **PLEASE OBTAIN COPY OF ID AND HAVE PLAINTIFF DATE & SIGN TRANSMITTAL** ***

Handwritten signature 6/30/26

Civil Division Transmittal

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AUG 04 2026

SC Court of Appeals

Please return to Morgan Redenburg
Richland County Central Court - 2500 Decker Blvd. - Columbia, SC 29206

Fax: (803) 576-2325

E-mail: redenburg.morgan@richlandcountysc.gov

Work: (803) 576-2310

Case Number	Plaintiff	Defendant	Notes
2025CV4010601370	Green Alpha Property Management	Marie Faltas	Rent payment – MO #6837407656 \$700

Prepared Date: May 29, 2026

Received Date:

Received by:

6-24-26
Am Red

RC CENTRAL COURT
JUN 4 '26 AM 11:21

Civil Division Transmittal

Please return to Morgan Redenburg
Richland County Central Court - 2500 Decker Blvd. - Columbia, SC 29206

Fax: (803) 576-2325

E-mail: redenburg.morgan@richlandcountysc.gov

Work: (803) 576-2310

Case Number	Plaintiff	Defendant	Notes
2025CV401010601370	Green Alpha Property Management	Marie Faltas	Rent Payment -\$700

Prepared Date: April 30, 2026

Received Date: 5/1/26

Received by: Corkene Burton

RECEIVED
AUG 04 2026
SC Court of Appeals

RC CENTRAL COURT
MAY 1 '26 PM2:06

Civil Transmittal

Please return to Morgan Redenburg
Richland County Central Court - 2500 Decker Blvd. - Columbia, SC 29206

Fax: (803) 576-2325

E-mail: redenburg.morgan@richlandcountysc.gov

Work: (803) 576-2310

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AUG 04 2026

SC Court of Appeals

Case Number	Plaintiff	Defendant	Case Type	Item Collected
2025CV4010601370	Green Alpha Property Management	Marie Faltas	RTV	MO# 6837907505 Amount: \$ 700.00

RC CENTRAL COURT
APR 6 '26 PM3:30

Prepared Date: April 6, 2026

Received Date:

Received by:

[Signature]
Runner
4-6-26

Notes: *** PLEASE OBTAIN COPY OF ID AND HAVE PLAINTIFF DATE & SIGN TRANSMITTAL ***

[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 ejectment 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 ejectment; the ejectment 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.

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[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 retaliates, 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 ejectment 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 ejectment 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 recusal. 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.