

Aug 10 2026

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

MIRANDA MITCHUM,	)	Appeal From Berkeley County
630 Levee Drive	)	
Moncks Corner, SC 29461,	)	Appellate Case No.: 2025-
<i>Appellant,</i>	)	001820
v.	)	Lower Court Case No.: 2024-
	)	CP-0803108
DAVID HAYES and	)	
BROOKS HAYES,	)	
John West, Attorney for	)	
Respondent	)	
207 Carolina Ave	)	
Moncks Corner, SC 29461,	)	
	)	
<i>Respondents.</i>	)	

Designation of matter

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STATEMENT OF ISSUES PRESENTED FOR REVIEW 2

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I. THE CIRCUIT COURT ERRED IN GRANTING SUMMARY JUDGMENT WHERE RESPONDENT LACKED STANDING AND FAILED TO SUBMIT PROOF OF OWNERSHIP OR CONTRACTUAL RIGHT PRIOR TO RULING 5

II. THE CIRCUIT COURT VIOLATED APPELLANT'S DUE PROCESS RIGHTS BY GRANTING SUMMARY JUDGMENT WITHOUT ANY DISCOVERY OR DEPOSITION 6

III. THE CIRCUIT COURT ERRED IN CONSIDERING UNTIMELY EVIDENCE SUBMITTED AFTER THE INTERLOCUTORY ORDER TO WHICH APPELLANT HAD NO OPPORTUNITY TO OBJECT 7

IV. THE CIRCUIT COURT ERRED IN DENYING APPELLANT MOTION 60B FOR EXCUSABLE NEGLIGENCE APPELLANT NEVER RECEIVED SUMMONS AND COMPLAINT, NEVER RECEIVED

FRAUDULENT TITLE THAT HAD NO AFFIDAVIT AND DOES NOT MATCH THE CONTRACT SUBJECT, AND APPELLANT DIDN'T GET A CHANCE TO RESPOND OR CHALLENGE NO MOTION WAS FILED BY RESPONDENT TO ADMIT LATE EVIDENCE AS APPELLANT FILED 60b MOTION THIS MOTION APPELLANT FILED AND AFFIDAVIT IN SUPPORT WAS DENIED AS THIS VIOLATED DUE PROCESS **8**

V. THE TRIAL COURT ABUSED ITS DISCRETION AND VIOLATED DUE PROCESS BY ACCEPTING RESPONDENT'S LATE SUMMARY JUDGMENT EVIDENCE WITHOUT A FORMAL MOTION OR SHOWING OF EXCUSABLE NEGLIGENCE UNDER RULE 56 AND FUNDAMENTAL PROCEDURAL FAIRNESS **9**

CONCLUSION 11

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

Miranda Mitchum,	)	Appellate Case No.: 2025-
	)	001820
<i>Appellant,</i>	)	Lower Court Case No.: 2024-
	)	CP-0803108
v.	)	
	)	
David Hayes and Brooks Hayes,	)	
	)	
<i>Respondents.</i>	)	
	)	

DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

Pursuant to Rule 210 of the South Carolina Appellate Court Rules (SCACR), Appellant hereby designates the following items from the trial court record to be included in the Record on Appeal:

1. Pleadings & Initial Filings:

- Summons and Complaint (Case No. 2024-CP-0803108).
- Proof of Service / Certificates of Service.
- All Answers, Counterclaims, or Responses filed by parties.

2. Motions & Evidentiary Submissions:

- Respondent's Motion for Summary Judgment and supporting affidavits/exhibits.
- Appellant's Oppositions, Responses, and supporting affidavits.
- All late-submitted evidence, post-interlocutory submissions, and contested title documents.
- Appellant's Rule 60(b) Motion for Relief from Judgment and attached Supporting Affidavit.

3. Orders & Judgments:

- Order Granting Summary Judgment.
- Interlocutory Order(s).
- Order Denying Rule 60(b) Motion.
- Notice of Appeal.

4. Transcripts:

- Official Transcript of Summary Judgment Hearing(s).
- Official Transcript of Rule 60(b) Motion Hearing.

Respectfully submitted,

Miranda Mitchum

Miranda Mitchum, Appellant Pro Se
630 Levee Drive
Moncks Corner, SC 29461

THE STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

MIRANDA MITCHUM,
630 Levee Drive
Moncks Corner, SC 29461,

Appellant,

V.

DAVID HAYES and
BROOKS HAYES,
John West, Attorney for

Respondent

207 Carolina Ave

Moncks Corner, SC 29461,

Respondents.

Appeal From Berkeley County

Appellate Case No.: 2025-001820

Lower Court Case No.: 2024-CP-0803108

Designation of matter

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	)	001820
<i>Appellant,</i>	)	Lower Court Case No.: 2024-
	)	CP-0803108
v.	)	
	)	
David Hayes and Brooks Hayes,	)	
	)	
<i>Respondents.</i>	)	
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- Order Denying Rule 60(b) Motion.
- Notice of Appeal.

4. Transcripts:

- Official Transcript of Summary Judgment Hearing(s).
- Official Transcript of Rule 60(b) Motion Hearing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Miranda Mitchum". The signature is written in a cursive, flowing style.

Miranda Mitchum, Appellant Pro Se
630 Levee Drive
Moncks Corner, SC 29461

STATE OF SOUTH CAROLINA

COUNTY OF Berkeley

David Hayes

Plaintiff,

vs.

Miranda Mitchum

Defendant.

IN THE COURT OF COMMON PLEAS

JUDICIAL CIRCUIT

CASE NO.: 2024-CP-08-03108

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

Bar No. _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Other: _____

Defendant's Attorney:

Bar No. _____

Address: _____

Phone: 843-6094320

Fax: _____

E-mail: mirandamitchum083@gmail.com

- ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to dismiss

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

[Signature]
Signature of Attorney for ☐ Plaintiff / ☐ Defendant

March 26, 2025
Date submitted

SECTION III: Motion Fee

☐ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____, 20____

CLERK'S VERIFICATION

Collected by: [Signature]

Date Filed: 3/26, 2025

☒ MOTION FEE COLLECTED: \$ 25.00 c/c

☐ CONTESTED - AMOUNT DUE: \$ _____

David Hayes
Plaintiff

VS

Miranda Mitchum
Defendant

20 24-CP-08-13108

2025 MAR 26 AM 11:25
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

SM

I provided a copy of a letter that Mr. West received and signed stating that I had an ear infection on the deposition day of March 21, 2025. I have a doctor's note as well for that day. I called Mr. West on March 19, 2025 and he declined to give me another day for a deposition. Mr. West slammed the phone down in my face. ~~He~~ He would not work with me in getting another day for deposition. Also my lawyer that I released Jeffrey Kuykendall never let me know anything that was filed till last week. Jeffrey Kuykendall also submitted evidence that I did not know about or was not correct. I am in the process of filing a complaint with the ODC of my rights being violated in this case.

Miranda Mitchum SM

cc: m.m.

TO: John West or whom it
 may concern spoke with you John
 West today March 19, 2025 about
 the deposition on March 21, 2025.

LEAH GUERREY DUPRE
 CLERK OF COURT
 BERKELEY COUNTY, SC

2025 MAR 26 AM 11:25

FILED

I told you I had an earlier
 Appointment that day and could

I please have your email
 you declined and hung up. You
 have not provided or worked

with me on a new date to
 attend. I ~~am~~ emailed you as well as

I looked up your email online

through an email I had with Jeffrey

Knightheadall I found it there. You

are not willing to speak to me on

the phone and slammed the phone

down here is a email stating my

ear appointment on March 21, 2025.

Kiraly Miranah
 Mitchen

miranda Ann Mitchum
Miranda Ann Mitchum
March 19, 2025



State of SC County of Berkeley
The foregoing instrument was acknowledged before me
this 19 day of March 2025.
by Lauren Dean
Notary Public
My Commission Expires 02/04/2032



STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2024-CP-08-_____

DAVID HAYES and BROOKS A.
HAYES,

Plaintiffs,

VS.

MIRANDA MITCHUM,

Defendant,

COMPLAINT

(Declaratory Judgment/Termination of Contract/
Judgment For Monies Owed)

Non-Jury

TO THE DEFENDANT ABOVE:

Plaintiffs herein would respectfully allege and show unto this Honorable Court as follows,

to wit:

PARTIES

1. Plaintiffs are citizens and residents of Berkeley County, South Carolina
2. Defendant is a citizen and resident of Berkeley County, South Carolina.

SUBJECT MATTER

3. The subject matter herein involves a South Carolina Public Service Authority (Santee Cooper) leased lot held by Plaintiff Brooks A. Hayes and a 1999 Clayton Phoenix mobile home owned by David Hayes, together, the (“Subject”), the same located at 630 Levee Drive, Moncks Corner, Berkeley County, South Carolina.

FACTS

4. On or about December 13, 2022, the parties entered into an Installment Contract of Sale, ("Contract"), in writing whereby the Plaintiffs, together therein "Seller" and the Defendant therein "Buyer" agreed to the purchase and sale of the Subject for the purchase price of \$62,994.77 on terms and conditions as therein contained. Exhibit "A" attached hereto and made a part hereof by reference.
5. Defendant has been and is now in possession of the Subject upon the Contract since January 1, 2023.
6. Buyer commenced payments on the Contract on January 1, 2023. She made payments on the Contract until the September 1, 2023, payment.
7. Defendant has not made payment on the Contract since the September 1, 2023, payment.
8. There is a balance due and owing the Seller under the Contract for missed payments, accrued interest, late fees, lease fees, property taxes and insurance and related charges per the Contract terms from and since the September 1, 2023, payment.
9. Plaintiffs have provided all required notices to Defendant.
10. Defendant neglected, refused and failed to cure any default on the Contract. She has been and is in default on the Contract.

JURISDICTION AND VENUE

11. This Court is possessed of jurisdiction over the parties and the subject matter.
12. Venue is proper.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment/ Termination of Contract)

13. Plaintiffs repeat the averments contained in ¶¶ 1-12 above as if fully set forth herein *verbatim*.
14. Plaintiff is informed and believes there is a justiciable controversy regarding the Contract based upon the actions and conduct of the Defendant and her refusal and neglect to comply with the Contract terms and her continuing refusal and neglect to comply with the terms of the Contract and the resulting breach thereof.
15. Plaintiffs bring this action pursuant to the provisions of the *S.C. Code Ann. § 15-53-10, "Uniform Declaratory Judgments Act"*, for a declaratory order, *inter alia*, terminating the Contract.
16. As an incident to said declaratory order Plaintiffs are entitled to a declaration and determination that Defendant and all others claiming by, through or under her, be forever barred and foreclosed of any right, title, interest and equity of redemption in the Subject.
17. As a further incident to said declaratory order, Plaintiffs are entitled to have the Sheriff of Berkeley County place them in immediate peaceful possession of the Subject.

FOR A SECOND CAUSE OF ACTION
(Monies Owed)

4 / 6

18. Plaintiffs repeat and reallege the allegations and averments of Paragraphs 1-17 above as if fully set forth herein *verbatim*.
19. Defendant owes the Plaintiffs for missed payments, accrued interest, late fees, Santee Cooper lease fees, property taxes and insurance per the Contract terms from and

since the September 1, 2023, payment in an amount in the aggregate to be determined upon the record.

20. Plaintiffs are entitled to a judgment for monies owed as the record will show.

WHEREFORE, having fully set forth their Complaint herein, Plaintiffs would pray for an order and judgment of this Honorable Court as follows:

- a. For a declaratory order and judgment terminating the Contract relative to the Subject;
- b. For a declaratory order and judgment that Defendant and all others claiming by, through or under her, be forever barred and foreclosed of any right, title, interest and equity of redemption in the Subject;
- c. For a declaratory order and judgment that the Sheriff of Berkeley County eject and remove from the Subject all occupant(s), together with all personal property located thereon, and put Plaintiffs in full, quiet and peaceable possession of the Subject without delay and to keep Plaintiffs in peaceable possession thereof;
- d. For a judgment in favor of the Plaintiffs for an amount representing monies owed to Plaintiffs; and
- e. For such other and further relief as this Honorable Court deems just and proper in the premises.

***** remainder of page left blank intentionally*****

Respectfully submitted,

/s/ John S. West, Esq.
SC Bar No. 6035
West Law Firm, PA
207 Carolina Avenue
PO Box 1869
Moncks Corner, SC 29461
843-761-5626 (Office)
843-761-5627 (Fax)
Jwestlaw@HomeSC.com
Attorneys for Plaintiffs

November 4, 2024
Moncks Corner, SC

https://OUTLOOK.OFFICE.COM/mail/mailbox/id/AAQKAD/DIR

Record / Receipt

Menu

Print

Save PDF

Send



Paid Tax Receipt

INVOICE #: 2024-0018621
PAID DATE: 11/04/24
TOTAL VALUE: \$1,520
TOTAL TAX: \$603.16
MILLS: .24650

HAYES BROOKS ASHLEY
160 WILLOW CREEK LN
MONCK'S CORNER SC 29461

TAX DISTRIBUTION	
County Operations	\$62.32
County Bonds	\$6.84
County Parks	\$1.52
School Operations	\$215.69
School Bonds	\$83.60
Trident Tech	\$4.71
County Sales Tax Credit	-\$20.97
County Fire Fee	\$138.45
Stormwater Utility Fee	\$36.00
Solid Waste User Fee	\$75.00
TOTAL DUE on This Property	\$603.16
TOTAL PAID	\$603.16



JOHN S. WEST
E. MASON WEST
JESSICA THOMPSON
CHAD SHELTON
H.N. WEST (1920-2014)



(843) 761-5626
(843) 761-5627
WESTLAWFIRMSC.COM
207 CAROLINA AVENUE
MONCKS CORNER, SC 29461

September 8, 2025

Berkeley County Clerk of Court
300-B California Avenue
Moncks Corner, SC 29461

Re: Hayes v. Mitchum
Case No. 2024 CP0803108

Dear Clerk of Court

Per Judge Rode at a hearing on September 5, 2025, the follow exhibit is being filed in the above referenced case.

Sincerely yours,

Chad D. Shelton
(w/enclosures as stated)



STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

David Hayes et al
PLAINTIFF(S)

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP0803108

Miranda Mitchum et al
DEFENDANT(S)

☐

JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒

DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐

ACTION DISMISSED (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐

ACTION STRICKEN (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐

STAYED DUE TO BANKRUPTCY

☐

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter was before the court on September 5, 2025, on Plaintiff David Hayes' Motion for Summary Judgment. Plaintiff was represented by counsel and Defendant appeared pro se. Upon review of the memoranda, arguments, and materials provided, and under the standard applicable to Rule 56, SCRCP, the Court is inclined to GRANT Plaintiff's motion for summary judgment.

THEREFORE, within ten days Plaintiffs shall submit to the Court a draft order (in MS.Word format) consistent with the above. This Form 4 Order is not final. A more formal order will follow after receipt to the proposed order from Plaintiffs.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/08/2025 .

Miranda Mitchum for Miranda Mitchum
Miranda Mitchum for Miranda Mitchum
David Hayes
Miranda Mitchum

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



ELECTRONICALLY FILED - 2025 Sep 08 10:36 AM - BERKELEY - COMMON PLEAS - CASE#2024CP0803108

ELECTRONICALLY FILED - 2025 Sep

STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP0803108

David Hayes et al
PLAINTIFF(S)

Miranda Mitchum et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter was before the Court on Sept. 5, 2025, on pro se defendant's motions styled as motion to dismiss and motion for jury trial. Defendant appeared pro se, Plaintiff was represented by Counsel. These motions being heard by the Court on the same day as Plaintiff's Motion for Summary Judgment. This Court having orally granted Plaintiff's Motion for Summary and with a written order pending hereby finds Defendants motions to be moot and therefore DENIED. Moreover, even if these motions were/are not moot, pursuant to the standards applicable to Rule 12, SCRPC, the Defendants motion to dismiss should be DENIED. The Court makes clear that to the extent that the Court alters or amends its decision to grant summary judgment to Plaintiff, the denial of Defendant's motion for jury trial shall be without prejudice to her right to refile the same.

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Miranda Mitchum for Miranda Mitchum
Miranda Mitchum for Miranda Mitchum
David Hayes
Miranda Mitchum

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Berkeley Common Pleas

Case Caption: David Hayes , plaintiff, et al VS Miranda Mitchum
Case Number: 2024CP0803108
Type: Order/Electronic Form 4

So Ordered

s/ T.J. Rode (#2792)



Jeffrey Kuykendall 3/3/2025

to me ▾



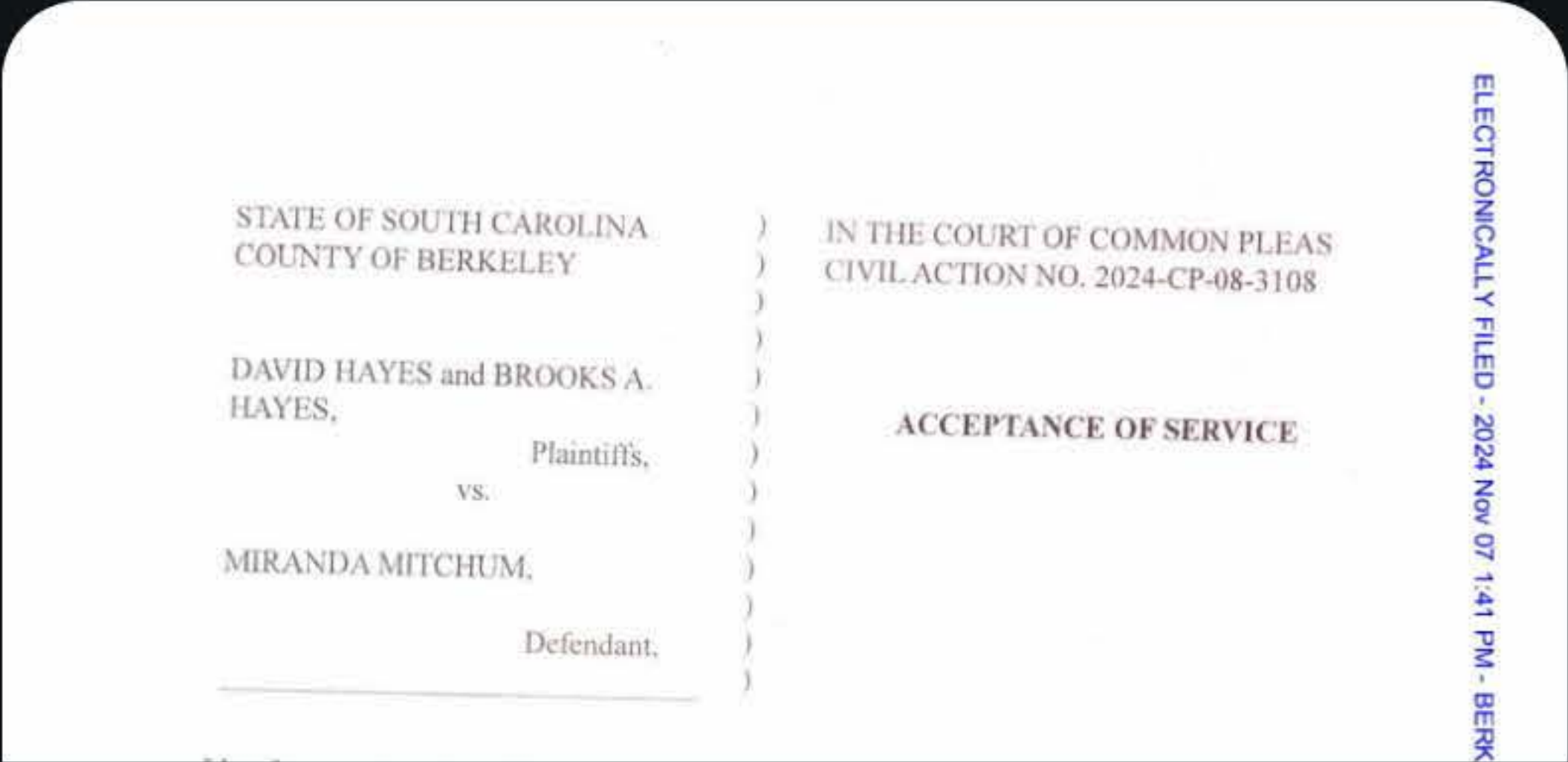
Miranda,

Here are all of the documents that have been filed to date in your case.

Sincerely,
Jeffrey W. Kuykendall
Attorney at Law
321 Wingo Way., Ste. 201
Mount Pleasant, SC 29464
843.790.5182 (direct)
866.733.1909 (facsimile)
Jeff@jwklegal.com

Confidentiality Disclaimer: This email and any attachments are private communications sent by an attorney, and may contain confidential or legally privileged information meant solely for the intended recipient. If you are not the intended recipient, please notify the sender and delete this email.
Thanks.

Show quoted text



STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2024-CP-08-_____

DAVID HAYES and BROOKS A.
HAYES,

Plaintiffs,

VS.

MIRANDA MITCHUM,

Defendant,

SUMMONS AND NOTICE

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint upon the undersigned attorneys, at 207 Carolina Avenue, Moncks Corner, South Carolina 29461, within (30) days after service hereof, exclusive of the day of such service. If you fail to Answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or Special Referee for this County, which order shall, pursuant to Rule 53(c) of the South Carolina Rules of Civil Procedure specifically provide that the said Master-in-Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with any appeal directly to the South Carolina Court of Appeals.

Respectfully submitted,

/s/ John S. West

WEST LAW FIRM, PA

SC Bar No. 6035

207 Carolina Avenue, PO Box 1869

Moncks Corner, SC 29461

843-761-5626

Jwestlaw@HomeSC.com

Attorneys for Plaintiffs

November 4, 2024

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Case No. 2024-CP-08-01871

DAVID HAYES and BROOKS A.
HAYES,

Plaintiff,

vs.

MIRANDA MITCHUM,

Defendant.

**ANSWER AND AFFIRMATIVE
DEFENSES**

Defendant, Miranda Mitchum ("Defendant"), responding to the Complaint filed by Plaintiffs herein, responds to the corresponding-numbered averments of the Complaint filed by Plaintiff ("Plaintiff") as follows:

1. Admitted;
2. Admitted;
3. Admitted;
4. Admitted;
5. Admitted;
6. Admitted
7. Defendant is without knowledge as to the date of the last payment that she made, therefore denied and strict proof thereof is demanded.
8. Admitted that there is a balance due and owing the Seller under the Contract for missed payments, accrued interest, late fees, lease fees, property taxes and insurance and related charges per the Contract terms; Defendant is without knowledge as to the date of the last payment made, therefore the date is denied and strict proof thereof demanded.

9. Without knowledge or information sufficient to form a belief as to the truth of the averment, therefore denied.

10. Admitted.

11. Admitted.

12. Admitted.

13. Defendant repeats the responses contained in Paragraphs 1-12 above as if set fully set forth in this paragraph.

14. The averment in Paragraph 14 consists of a legal conclusion which does not require a response; to the extent that it does, it is denied.

15. Admitted.

16. The averment in Paragraph 16 consists of a legal conclusion which does not require a response; to the extent that it does, it is denied.

17. The averment in Paragraph 17 consists of a legal conclusion which does not require a response; to the extent that it does, it is denied.

18. Defendant repeats the responses contained in Paragraphs 1-17 above as if set fully set forth in this paragraph.

19. Admitted that Defendant owes for missed payments, etc. pursuant to the Contract, without knowledge as the date of the last payment made, therefore the date is denied and strict proof thereof demanded.

20. Without knowledge or information sufficient to form a belief as to the truth of the averment, therefore denied.

21. Each and every allegation of the Complaint not hereinafter admitted, qualified, or explained in hereby denied and strict proof is demanded thereof.

22. Defendant denies Plaintiff's prayer for relief.

FIRST AFFIRMATIVE DEFENSE
(Unclean Hands)

23. Plaintiffs' claims are barred by the doctrine of unclean hands and *in pari delecto*.

SECOND AFFIRMATIVE DEFENSE
(Mitigation of Damages)

24. Plaintiffs had an obligation to mitigate their damages in whole or in part but have failed to do so.

THIRD AFFIRMATIVE DEFENSE
(Reservation of Additional Defenses)

25. Defendant asserts all of her additional affirmative defenses that may be revealed during the course of discovery in this action.

WHEREFORE, having fully answered the Complaint of the Plaintiffs, Defendant respectfully requests that the Plaintiffs' claim for relief against Defendant be denied.

Respectfully submitted,

/s/ Jeffrey W. Kuykendall

Jeffrey W. Kuykendall – Attorney at Law
South Carolina Bar No. 102538
321 Wingo Way, Ste. 201
Mt. Pleasant, SC 29464
Phone: 843.790.5182
Facsimile: 866.733.1909
Jeff@jwklegal.com
Attorney for Defendant Miranda Mitchum

At Mt. Pleasant, SC
This the 9th day of December, 2024.

David Hayes / And Brooks A Hayes
Attorney for Plaintiffs
John West
207 Carolina Ave
Moncks Corner, S.C.
29461

Defendant

Miranda Mitchem
630 Levee Drive
Moncks Corner, S.C.
29461

Memorandum
in opposition
to Plaintiff's
Motion for Summary
Judgement

I Miranda Ann Mitchem oppose the
Plaintiff's summary judgement. Under the Federal
Rule of Civil Procedure 56. The Plaintiff's can
not be granted summary judgement if there are
material disputes and material facts. As a matter
of law. In my contracts and Affidavit by David
Hayes and John West attorney for David Hayes. He
states he is the owner of the manufactured trailer and
in my contracts he represented that he was also the lessor
holder. Attached in Exhibit A is the lease under Brooks & Hayes
from July 24, 2013 to July 24, 2053. Also in Exhibit A
is the tax receipt that clearly states Brooks Ashley
as the owner. I got a copy from the public tax office.

 Print

 Save PDF

 Send



INVOICE #: 2024-0018621
PAID DATE: 11/04/24
TOTAL VALUE: \$1,520
TOTAL TAX: \$603.16
MILLS: .24650

HAYES BROOKS ASHLEY
160 WILLOW CREEK LN
MONCK'S CORNER SC 29461

TAX DISTRIBUTION	
County Operations	\$62.32
County Bonds	\$6.84
County Parks	\$1.52
School Operations	\$215.69
School Bonds	\$83.60
Trident Tech	\$4.71
County Sales Tax Credit	-\$20.97
County Fire Fee	\$138.45
Stormwater Utility Fee	\$36.00
Solid Waste User Fee	\$75.00
TOTAL DUE on This Property	\$603.16
TOTAL PAID	\$603.16

STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP0803108

David Hayes et al
PLAINTIFF(S)

Miranda Mitchum et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter was before the Court on Sept. 5, 2025, on pro se defendant's motions styled as motion to dismiss and motion for jury trial. Defendant appeared pro se, Plaintiff was represented by Counsel. These motions being heard by the Court on the same day as Plaintiff's Motion for Summary Judgment. This Court having orally granted Plaintiff's Motion for Summary and with a written order pending hereby finds Defendants motions to be moot and therefore DENIED. Moreover, even if these motions were/are not moot, pursuant to the standards applicable to Rule 12, SCRCP, the Defendants motion to dismiss should be DENIED. The Court makes clear that to the extent that the Court alters or amends its decision to grant summary judgment to Plaintiff, the denial of Defendant's motion for jury trial shall be without prejudice to her right to refile the same.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

8 / 15

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/08/2025 .

Miranda Mitchum for Miranda Mitchum
Miranda Mitchum for Miranda Mitchum
David Hayes
Miranda Mitchum

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCF.



Berkeley Common Pleas

Case Caption: David Hayes , plaintiff, et al VS Miranda Mitchum
Case Number: 2024CP0803108
Type: Order/Electronic Form 4

So Ordered

s/ T.J. Rode (#2792)

Electronically signed on 2025-09-08 10:09:42 page 3 of 3

Jeffrey
Kuykendall
Phone
this is
on
March 24, 2025
+ text
message!

1:56

5G 91%



(843) 790-5182



(confirmation of the judge's signature)

5 / 15

Ok

9:37 AM

The order taking me off the case was signed yesterday. I am no longer your lawyer. Before it was signed, it looks like the other attorney filed a Motion for Summary Judgment. I will email a copy of that to you. Good luck!

Ok Jeffrey there are no facts to the case you never let me know about anything that was even filed in this case. you also answered questions that was false and without my consent which violated my rights

So I will let the odc which already wrote a complaint as well as documented evidence that I told me west he wouldn't even provide an email

I was sick with an ear appointment and have a doctor's note from that day you violated my lawyer and client confidentiality and will let the odc know about that and mr West thank you



Text message





Jeffrey Kuykendall 3/3/2025
to me ▾



Miranda,

Here are all of the documents that have been filed to date in your case.

Sincerely,

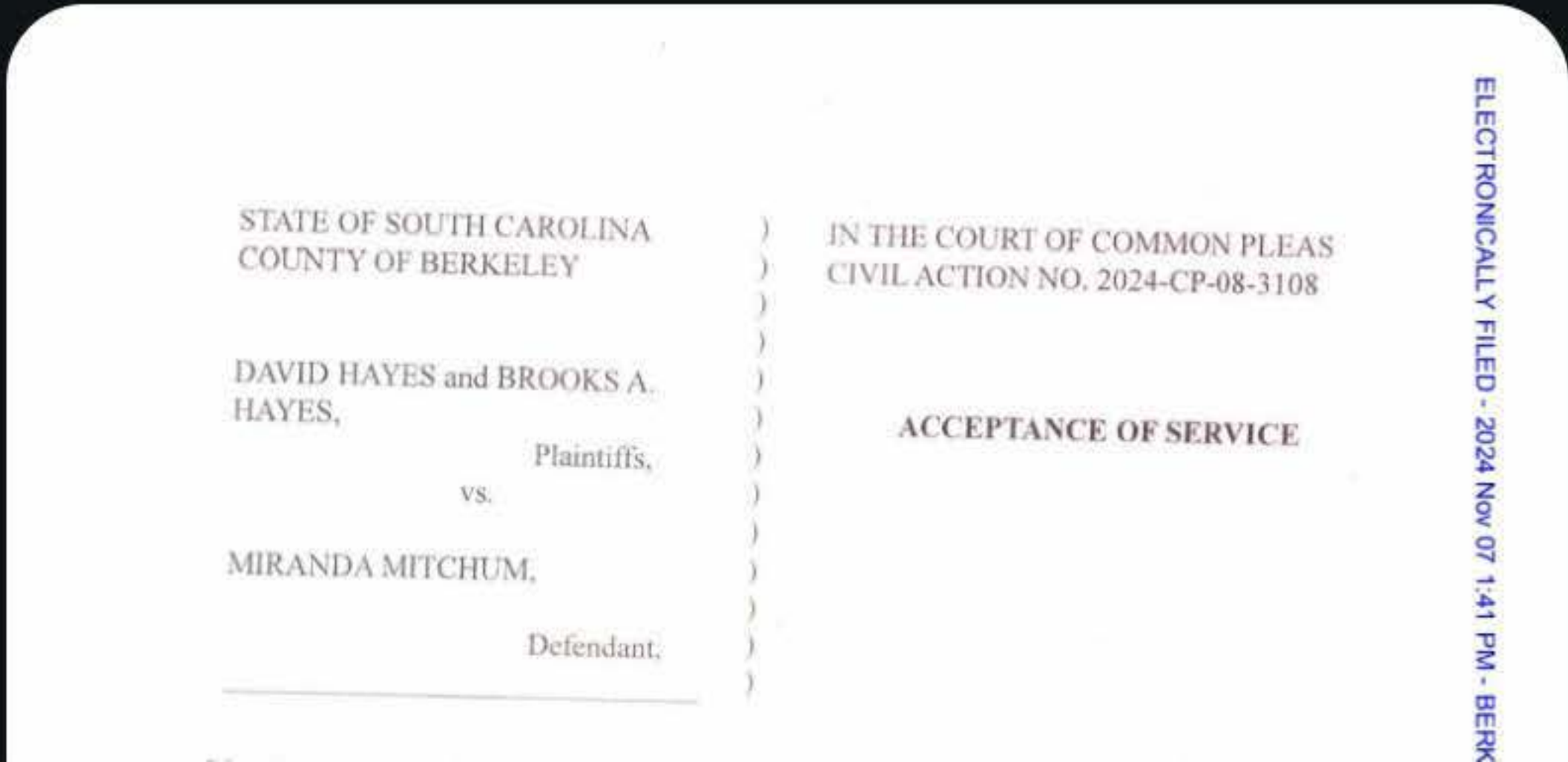
Jeffrey W. Kuykendall

Attorney at Law

321 Wingo Way., Ste. 201
Mount Pleasant, SC 29464
843.790.5182 (direct)
866.733.1909 (facsimile)
Jeff@jwklegal.com

Confidentiality Disclaimer: This email and any attachments are private communications sent by an attorney, and may contain confidential or legally privileged information meant solely for the intended recipient. If you are not the intended recipient, please notify the sender and delete this email.
Thanks.

Show quoted text



STATE OF SOUTH CAROLINA					
CERTIFICATE OF TITLE					
OF A VEHICLE					
VEHICLE ID NUMBER WHC010015GA-AB	YEAR 1999	MAKE CLAY	MODEL PHEONI	NEW/USED USED	
BODY STYLE MBH	DATE 4/5/2021	ODOMETER 0	WEIGHT 0	TITLE NUMBER [REDACTED]	
VEHICLE BRAND(S) EXEMPT					
FULL NAME OF OWNER(S) HAYES, DAVID WADE 160 WILLOW CREEK LN MONCKS CORNER, SC 29461-3204		CUSTOMER NUMBER: 23704806			
[REDACTED]					
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.					
KEVIN A. SHWEDO EXECUTIVE DIRECTOR			HENRY MCMASTER GOVERNOR		
KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE					

40457977

JOHN S. WEST
E. MASON WEST
JESSICA THOMPSON
CHAD SHELTON
H.N. WEST (1920-2014)



(843) 761-5626 
(843) 761-5627 
WESTLAWFIRMSC.COM 
207 CAROLINA AVENUE
MONCKS CORNER, SC 29461

September 8, 2025

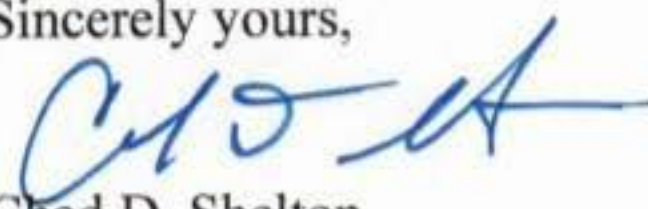
Berkeley County Clerk of Court
300-B California Avenue
Moncks Corner, SC 29461

Re: Hayes v. Mitchum
Case No. 2024 CP0803108

Dear Clerk of Court

Per Judge Rode at a hearing on September 5, 2025, the follow exhibit is being filed in the above referenced case.

Sincerely yours,


Chad D. Shelton
(w/enclosures as stated)

STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 9
COUNTY OF BERKELEY) DOCKET NO. 2024CP0803108

DAVID HAYES,	)
Plaintiff	)
Versus	)
MIRANDA MITCHUM	)
Defendant.	)

H E A R I N G
BEFORE THE HONORABLE THOMAS J RODE

DATE: September 5th, 2025.
LOCATION: South Carolina Circuit Court 9
TRANSCRIBED BY: ERIN REILLY

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APPEARANCES:

Attorney for Plaintiff.

JOHN SAMUEL WEST, ESQUIRE
West Law Firm, LLC
207 Carolina Avenue
PO Box 1869
Moncks Corner, SC 29461

Attorney for Defendant.

MIRANDA MITCHUM, PRO SE

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6

7

EXAMINATIONS

8 [None]

9

10

EXHIBITS

11 [None Marked]

12

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25 (THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDINGS

2 THE COURT: All right. We are on the record this
3 morning 2024CP0803108. We have David Hayes versus Miranda
4 Mitchum. We've got two cases on the roster or two motions on
5 the roster I should say. We've got motion for summary
6 judgment. I'm sorry, three. We've got motion for summary
7 judgment. We've got some captioned as a motion to dismiss but
8 another caption as a motion for a jury trial. One of those
9 motions from you, Mr. West, and the other two from you, Ms.
10 Mitchum. Is that right?

11 MR. WEST: That's correct, Your Honor.

12 THE COURT: How do we want to tackle?

13 MR. WEST: I'm ready to proceed on the motion for
14 summary of judgment. That's the first in order on the docket
15 as I understand it.

16 THE COURT: All right. Very good. All right.
17 Ma'am, we're going to hear the motion for summary first and
18 then we'll proceed to your motions, all right? All right.
19 Mr. West, happy to you hear from you sir?

20 MR. WEST: May I please the Court, Your Honor, for
21 purposes of the record, I'm John West of the West Law firm of
22 Moncks Corner and I'm here representing the Plaintiff's David
23 Hayes and his daughter Brookes Hayes. And we are of course,
24 here on our motion for summary judgment. I call the Court's
25 attention to our memorandum in the record, which is in support

1 of the motion.

2 THE COURT: I've reviewed your memo.

3 MR. WEST: Thank you, Your Honor. The subject of the
4 case if the Court please is a Santee Cooper leased lot and a
5 mobile home located at 630 Levee Drive Moncks Corner in the
6 Thornley Forest subdivision. Plaintiff and Defendants are
7 parties to an installment sales contract dated 12-13-2022,
8 which is Exhibit 8 to the complaint and is also included as an
9 Exhibit 2 other filings. Plaintiffs are the sellers and
10 Defendant is the purchaser.

11 The contract anticipates as these installment
12 contracts do that upon full compliance with the terms of the
13 installment say the contract then the Plaintiffs would assign
14 to the Defendant the Santee Cooper lease and transfer title to
15 the mobile home and all of that, of course, is contained in the
16 contract.

17 Specifically, Defendant has been for many months and
18 is today in possession of the subject. Under the terms of the
19 contract, Defendant started making installment payments on
20 January 1st, 2023. She did that and continued to do that until
21 September of 2023, two years ago. And then she stopped making
22 payments.

23 She had not made a payment under the contract which
24 she partially performed under since September of 2023, although
25 she had been and is today in possession of the subject

1 property. After the default, the Plaintiffs issued a notice to
2 cure letter in February of 2024, which is attached to our
3 memorandum. And that letter was signed for a certified receipt
4 is also included in the record where Ms. Mitchum signed for the
5 notice to cure letter.

6 Nevertheless, she did not vacate the property and she
7 did not cure her default. After some attempts to get the
8 matter resolved unsuccessfully on November the 4th, 2024, the
9 Plaintiff's filed their summons and notice and complaint for
10 declaratory judgment seeking to terminate the contract and for
11 judgment for the monies owed. And this is very important, Your
12 Honor, to sort of get the lay of the land on this matter. The
13 Defendant through her Attorney Jeffrey Kuykendal filed his
14 answers.

15 THE COURT: I saw that.

16 MR. WEST: And in his answer, I certainly won't
17 attempt to repeat the answers but the essence of the answer is
18 very probative to the matter today.

19 THE COURT: Imagine, it would be.

20 MR. WEST: Yes. The December 13th, 2000 contract was
21 admitted in his answer that the Defendant had been in
22 possession of the subject since January 23 it was admitted.
23 That she made payments under the contract from January 23 until
24 September 23, admitted. That there is a balance owed under the
25 contract for missed payments. This is in the answer for missed

1 payments, accrued interest, late fees, lease fees, property
2 taxes, and insurance that is admitted.

3 THE COURT: Save the date that I recall the answer
4 did not admit the date.

5 MR. WEST: The answer did not -- admitted that he --

6 THE COURT: It admitted that the balances were owed
7 that all those things were owed, but he did not admit the
8 complaints since September 1st.

9 MR. WEST: He did not admit that it was September 1st
10 but he did not provide any indication that there had been any
11 subsequent payments or payments as of the date of the filing.
12 But he did significantly, Your Honor, admit that she was at
13 that time in default and that she failed to cure.

14 As a result of that and continuing efforts to get the
15 matter resolved unsuccessfully Plaintiffs then filed their
16 motion for summary judgment on March 4th -- March 24th, 2025.
17 And our memorandum, which the Court has reviewed was filed
18 thereafter.

19 The matter was scheduled for a hearing on motion for
20 summary judgment virtually before Judge McFaddin. And he
21 continued the matter and specifically provided in his 404 order
22 that this matter had to be heard in person. And of course,
23 that's why we are here before you today.

24 At some point along the way, Mr. Kuykendall was
25 relieved as Counsel and as a result, Ms. Mitchum is -- has been

1 -- is appearing pro se. In the memorandum, Your Honor, of
2 significance, is our memorandum is an attachment which is a
3 verified statement account and affidavit which has since been
4 updated through the date of the hearing.

5 And there has been no counter affidavit filed
6 indicating that the representations in the verified statement
7 of account are not correct. There have been no such filing.
8 Of course, Your Honor, you're quite aware of the authority as
9 it relates to a summary judgment motion. And I'm not going to
10 go through all of that because of your familiarity with it. I
11 think it is important, however, to highlight one-piece, small
12 piece of my memorandum and that goes to the language that is
13 contained in the case of Beal versus Hardy. You've got the
14 citation in the memo.

15 The Judge is not required to single out one morsel of
16 evidence and attached to it great significance when patently
17 the evidence is introduced solely in a vain attempt to create
18 an issue of fact that is not genuine. Of course, she hasn't
19 even done that.

20 But if, Your Honor, some of the pro se filings
21 suggest some sort of issue of fact or infer some issue of fact,
22 they are not under oath and the Court is not required to single
23 out a morsel to try to attribute some material issue of fact
24 that it would be in dispute because in this case, there is no
25 fact in dispute.

1 What is a fact is Ms. Mitchum has lived three since
2 September of 2023 and apparently is perfectly content to do
3 that because she's here fighting the whole subject? And, Your
4 Honor, I -- you know, I don't know what words to put around
5 that and I don't want to impugn anyone but I will just simply
6 state the obvious and that is she's been living free for two
7 years now and we've got to bring this to her head. And the way
8 to do that is by way of your granting summary judgement. Thank
9 you, Your Honor.

10 THE COURT: Thank you, Mr. West. All right. Ms.
11 Mitchum, Mr. West files Rule 56 of South Carolina rules of
12 civil procedure, it's a motion for summary judgment. Are you
13 an attorney, ma'am?

14 MS. MITCHUM: Yes, sir.

15 THE COURT: All right. A motion for summary judgment
16 and alleges that there are no issues of material fact in this
17 case. Having made that assertion, it is now for you to respond
18 and explain to the Court --

19 MS. MITCHUM: Yes, sir.

20 THE COURT: -- why there are material issues, in fact
21 that need to go forward.

22 MS. MITCHUM: Okay. Do you want me to explain that
23 or the motion that -- the motions that I have first?

24 THE COURT: I would like for you to respond to his
25 motion for summary judgment.

1 MS. MITCHUM: Okay.

2 THE COURT: And within that in reference doesn't we
3 can [indiscernible].

4 MS. MITCHUM: Okay.

5 THE COURT: I've looked at those and --

6 MS. MITCHUM: Okay.

7 THE COURT: So --

8 MS. MITCHUM: All right. First, of all my past
9 Attorney Jeffrey and I -- I hope I pronounce this right,
10 Kuykendall did not, and I filed with the Court information I
11 have that. I'm not sure if you can see that on here but this
12 is text messages to him that I didn't know anything about this
13 case until March of this year.

14 In that text message and emails with Jeffrey
15 Kuykendall, he messaged me, it says the order taking off the
16 case was signed yesterday. I'm no longer your attorney --
17 lawyer before because I had let him go when I found out that
18 there was actually a case that I did not know about was filed -
19 - signed and it looks like the other attorney filed a motion
20 for summary judgment.

21 I'll email a copy of that to you. Now, I responded.
22 Jeffrey, there are no facts to this case. You never let know
23 anything that was filed in this case you also answered
24 questions that was false and without my consent, which violated
25 my rights.

1 So, I will let the ODC know after I get done, which
2 already wrote a complaint as well as documented evidence that I
3 told Mr. West, he wouldn't even provide an email when I called
4 his office, slammed the phone down in my face, it would not let
5 me come to a deposition. I was sick with an ear appointment
6 and I have that on record too on that day.

7 I have the email that I sent Mr. West stating that I
8 would please like another day for a deposition. He denied and
9 slammed the phone down real hard on my face. I let that lawyer
10 go due to the fact that all these answers, I did not even know
11 any questions that were even filed in this case until all this
12 came about.

13 He had already submitted evidence that was incorrect
14 and false and I did not know anything about this case at all
15 until March. This case was filed November the 4th, due to
16 prejudice and not allowing a deposition. Not a --

17 THE COURT: Did you file -- did you notice a
18 deposition?

19 MS. MITCHUM: I'm sorry?

20 THE COURT: Did you notice a deposition?

21 MS. MITCHUM: I didn't know anything until he said --

22 THE COURT: Which deposition did you want to take?

23 MS. MITCHUM: I wanted to go to the office with him
24 and so we could -- if there was, you know, any facts to the
25 case that we could discuss that before there --

1 THE COURT: What?

2 MS. MITCHUM: -- because this -- the case against me
3 is incorrect, this lawsuit is false from the beginning.
4 Someone told me something that he did not have the property to
5 -- authority to own since July 19th, 2018.

6 THE COURT: When did you hire Mr. Kuykendall?

7 MS. MITCHUM: Kuykendall, when I hired him, when Mr.
8 Hayes had went to serve, not in this Court it would have been
9 the other Court, sir, an eviction. And I had told -- I hired
10 him to tell him exactly that I've been trying to figure out how
11 to do this and, you know, get enough money because, you know,
12 to get a lawyer that could represent me of all the fraud that
13 is committed against me.

14 And so, he took the case, I got him through the South
15 Carolina Bar Association and at that point it was not Mr. West
16 the lawyer. He --- David Hayes had another lawyer at that
17 time. And I'm not exactly sure the name of that lawyer but
18 Jeffrey Kuykendall, and when I called ODC, they said that if I
19 could have a recording of this as well, he submitted questions
20 and answers that were incorrect I did not know about.

21 THE COURT: When you say questions and answers, what?

22 MS. MITCHUM: Answers to their original complaint in
23 November of 4th? Am I correct, when it was first filed? I
24 did not -- I was never served that in itself violated my
25 rights. I didn't know anything about this case. In order for

1 a Court to have jurisdiction over Defendant, they need to be
2 properly served. So, I have time and enough, so, I can
3 actually defend myself without prejudice.

4 That was the motion that I filed the first motion to
5 dismiss due to prejudice and not even knowing about this case
6 and answers filed and submitted to them or whether they spoke
7 or not. I can't assumption at this point and you could see
8 this as well, if you'd like that.

9 THE COURT: I've got it.

10 MS. MITCHUM: Okay.

11 THE COURT: Got it from him.

12 MS. MITCHUM: Then -- and this is also the email that
13 I sent Mr. West when he would not provide his email to me on
14 the phone and slammed the phone down that.

15 THE COURT: Well, when did you call Mr. West?

16 MS. MITCHUM: I called Mr. West to see if we could
17 have another day for me to come in for a deposition.

18 THE COURT: No, but when?

19 MS. MITCHUM: What day did I call him?

20 THE COURT: Yeah.

21 MS. MITCHUM: This was -- the email was March the
22 19th. I spoke with him on the phone March the 19th.

23 THE COURT: Well, suspected the reason he was quick
24 to get off the phone with you is because you're still
25 represented by a lawyer at that point, ma'am. All right. You

1 can continue.

2 MS. MITCHUM: That's -- okay. That was my first
3 motion was to get the case dismissed or at least where I was
4 served and I had a right to defend if I had any -- anything
5 that they had. I could write what I wanted to write not just
6 someone putting answers that I did not even know about.

7 So, pro se on July 19th, 2018, I go to residential
8 lease with option of purchase with David Hayes. In this lease,
9 David Hayes says he is the lease holder and he is the owner of
10 this -- the mobile home. Okay. We have this signed, this is
11 filed too with the Court signed on -- yeah, July 19th, 2018.
12 He promised that he was the owner at that time and that he was
13 also the lease holder. I paid for many years, David Hayes,
14 never had a problem with it.

15 We go to sign the contract for title on -- let me get
16 this right. One second sir. So, I don't want to tell you the
17 wrong date. We go to sign in his office at Swamp Fox Agency
18 on, let's see what date this is, 4-8-21. At that time he also
19 states that it's in the record that he is the lease holder at
20 the bottom. It's his handwriting, that he is the lease holder.
21 It says upon payment in full lot leased with Santee Cooper will
22 be transferred to the buyer while being in Thornley Forest
23 known as 631 Levee Drive, Moncks Corner, South Carolina. On
24 the back we both signed it and notarized. This is --

25 THE COURT: When did you file that document you

1 holding up?

2 MS. MITCHUM: Okay. March 28th.

3 THE COURT: I see it [indiscernible].

4 MS. MITCHUM: Okay.

5 THE COURT: Okay.

6 MS. MITCHUM: And on the back, sir. And I'm sorry,
7 what is your name [indiscernible]?

8 THE COURT: I'm Judge Rode.

9 MS. MITCHUM: Okay. On the back it says that he --
10 there's nothing else agreed on all -- there are no separate
11 written or verbal agreements. All parties have read and
12 understand all terms. He promised that he was the leaseholder
13 and the owner on 4-8-21. Now, I also have where Brooke Hayes
14 has been the leaseholder since July 24th, 2013 to -- and it
15 would end on July 24th, 2053.

16 THE COURT: So, then you're holding up just, so, I'm
17 clear here.

18 MS. MITCHUM: Yes.

19 THE COURT: What you're holding up is a contract for
20 --

21 MS. MITCHUM: Okay.

22 THE COURT: Able to a type to a manufactured home.

23 MS. MITCHUM: Yes, sir.

24 THE COURT: Okay.

25 MS. MITCHUM: And on the bottom he promised that both

1 all my contracts he sent he was the owner of home. Okay. And
2 that's his sign -- that's his writing, not mine at the bottom.
3 So, I signed that, at this point I put down -- at that day with
4 7,500 we both initialed that day MM and DDH.

5 We both initialed that day and everything was fine.
6 So at this point it is the -- in July 19th I put down 4,500
7 because he said he was the owner for July 19th, 2018. I put
8 down 4,500 and a portion of that money was going to the
9 purchase of the what I was buying from him. Okay. So, we go
10 to his lawyer's office on December 22nd, 2023.

11 It's me, Loudon -- Chris Loudon and there was a
12 notary, Mary Worth, Mary -- I'm not sure her middle initial
13 Mary Worth. We go there and David Hayes was there and me and
14 the lawyer nothing was -- he said that he was the owner, like
15 in all the other documents that I have. That he was on both
16 the owner of the mobile home and the trailer. I mean, in the
17 lease lot that he specifically signed that there was nothing
18 else mentioned from that day of 4-8-21.

19 I leave that day and I called Mr. Hayes. I had, you
20 know, was making payments and I called Mr. Hayes and I told him
21 on the phone, I said, you know, you never provided me proof of
22 anything through this time. Proof of title, proof of lease
23 lot, proof of disclosures, anything.

24 There was no disclosures on July 19th. There was no
25 disclosures on December 22nd -- yes, 22nd of 2023. Never any

1 disclosures of anything. So, I asked him, he got very upset
2 and I said, you know, I just want to know that for, since July
3 19th they gave the owner of both of these. He -- from that day
4 forward, I specifically said until you can get that information
5 I mean, I have a legal right to know since July 19th that you
6 were the owner of -- owner and of the lease lot since July
7 19th, 2018. That's my right.

8 He withheld important information and a disclosure
9 under South Carolina law from July 19th, he was supposed to
10 give me at least the disclosure that he was not the owner at
11 that time. Whether he changed it from July 19th to whatever
12 time that he changed it. I went to the DMV and asked him if
13 they could give me proof of the title since at least the
14 backlog. They will -- they cannot do that they told me.
15 Unless I could get a Judge to sign something, that I can go in
16 there and get proof from when it was -- whatever was going on.
17 Now, on July 19th, 2018, he lied to me from that day which was
18 fraud.

19 You cannot sell someone something you don't own.
20 From that day forward, even when we went to the office at Swamp
21 Fox Agency, he lied on that document as well saying that he's
22 going to transfer to a lease lot. So, now you've got a lie
23 from July 19th, which was fraud. You got fraud from 4-8-21 and
24 now you got fraud from December, 2023.

25 I was never allowed to come, Mr. West is -- and I

1 don't want to lose -- use and I'm not going to because I have
2 more respect for myself but he denied even a right. He thinks
3 he's above the law to disregard any information. He didn't
4 even care -- just wanted summary judgment.

5 He thought that he has enough authority and enough
6 years here I guess or maybe clout. I'm not sure. I don't know
7 to take away my rights. This case is prejudiced from the
8 beginning. I never had a right to defend myself and I would
9 been backtracking ever since. And I would please like a
10 recording of this to see what goes forward because this is not
11 correct. Every Defendant, no matter if they're rich or poor
12 should have the right to assert any claim or anything in the
13 Court of law. It should not be taken away from them.

14 THE COURT: All right. There --

15 MS. MITCHUM: And I just unfortunately since fraud
16 from July 19th, 2018, which they -- if he -- whether he was not
17 the owner on July 19th, whether if he was a lien holder that
18 was not disclosed, whatever may have been I'm just assuming
19 that yes.

20 THE COURT: Hang on for me for one second.

21 MS. MITCHUM: Okay.

22 THE COURT: Mr. West, as I understand it -- this is a
23 -- the issues upon which you're seeking summary judgment are
24 the installment contract for the acquisition of leasehold
25 interest, right?

1 MR. WEST: That is correct. And the parties that
2 have contract for Mr. Hayes and his daughter Brookes.

3 THE COURT: This action is not upon the contract for
4 the trailer itself.

5 MR. WEST: Well, it includes the mobile home in the
6 contract -- in the installment contract.

7 THE COURT: And that was my question, did that
8 installment contract supersedes that purchase agreement?

9 MR. WEST: It does.

10 THE COURT: Okay.

11 MR. WEST: This it is of course dated of any prior
12 document.

13 THE COURT: Right.

14 MR. WEST: And, of course, as a matter of law of that
15 sends and revokes any prior documents on the same subject
16 matter.

17 MS. MITCHUM: Can I say something, Your Honor?

18 THE COURT: And just a minute.

19 MS. MITCHUM: Okay.

20 THE COURT: Anything else?

21 MR. WEST: No, Judge.

22 THE COURT: I just wanted to make sure I understood
23 that --- how those two documents were together. All right.
24 Ms. Mitchum?

25 MS. MITCHUM: All right. Since the fraud on July

1 19th, that was induced me in order to get -- he knew he was not
2 the owner, that would've never even happened.

3 THE COURT: That would've been 2018, right?

4 MS. MITCHUM: Yes, sir.

5 THE COURT: Okay.

6 MS. MITCHUM: And he would've never -- I would've
7 never went into something that he wasn't the owner. If anyone
8 else tries to sell you something and they're not the owner they
9 can go to jail.

10 THE COURT: What evidence do you have that he's not
11 the owner?

12 MS. MITCHUM: Since July 19th.

13 THE COURT: No. What if -- you signed --

14 MS. MITCHUM: Okay.

15 THE COURT: You signed a contract with him in
16 December of 2022?

17 MS. MITCHUM: Yes, sir. And, but until December,
18 2022 it was me, him and his lawyer and Mary Worth. There is no
19 other person because he's been telling me from the beginning,
20 he's also the leaseholder of the property as well. If you look
21 at that contract on the back there's a page that's been added
22 to that, sir, with no signature of mine. All the signatures
23 are from me and David Hayes only.

24 THE COURT: You're talking about the page with Brooke
25 Hayes's signature on it?

1 MS. MITCHUM: Yes.

2 THE COURT: All right. but let me ask you this --

3 MS. MITCHUM: Yes.

4 THE COURT: you -- your contention is you signed the
5 contract on in December of 2022?

6 MS. MITCHUM: Yes.

7 THE COURT: But then they added the last page with
8 Brooke's signature on?

9 MS. MITCHUM: It that was not there.

10 THE COURT: Okay. What evidence do you have that Mr.
11 -- let me get the name?

12 MS. MITCHUM: Hayes.

13 THE COURT: Mr. Hayes was not the owner or did not
14 have the interest that you claim was required for him to
15 execute the contract?

16 MS. MITCHUM: I -- at that point I trusted him. I've
17 been trusting him the whole time.

18 THE COURT: What evidence do you have now that he
19 didn't have that interest in December of 2022?

20 MS. MITCHUM: Now, come to find out when I went to
21 the tax office because they wouldn't give that to me. It's
22 still in the Brooke's Hayes desk, it was a confusion come in.
23 Brookes Hayes's name at the tax office, he never went and
24 changed tax [indiscernible] I cannot make an as subject. So
25 that's where the confusion come in. He was not the owner

1 somewhere between 2018 to December he changed the title to his
2 name.

3 THE COURT: Okay.

4 MS. MITCHUM: And I've been trying to get all he had
5 what he would done was get information and it's in my right to
6 know what's going on. But he was not the owner in July 19th,
7 2018, which is fraud. Everything that is taken from that
8 before because I never witness that if -- it wasn't the order
9 then.

10 THE COURT: All right. As it relates to your
11 objections, I understand your position on all of that, ma'am.

12 MS. MITCHUM: Thank you and thank you for hearing me
13 because [indiscernible] I feel like my rights have been
14 violated. I think that -- Mr. West [indiscernible] nothing.

15 THE COURT: Mr. West calm down because Ms. Mitchum
16 [indiscernible].

17 MS. MITCHUM: I didn't know that.

18 THE COURT: I think that the reason why you didn't
19 know why [indiscernible].

20 THE COURT: So, we move on that now.

21 MS. MITCHUM: Okay.

22 THE COURT: What I want to understand you have couple
23 motions pending?

24 MS. MITCHUM: Yes, sir.

25 THE COURT: All right. Now, you have indicated to me

1 the reasons why. Before we move on to those notes, any other
2 reasons why you want tell me in opposition of motion for
3 summary judgment?

4 MS. MITCHUM: Yes.

5 THE COURT: All right. What is that?

6 MS. MITCHUM: There -- they should not be allowed
7 summary judgment if there's material stuff that's a breach of
8 the --

9 THE COURT: And get [indiscernible] with say is the
10 lack of ownership. Is -- are there any other issues you want
11 me to be aware of?

12 MS. MITCHUM: From the contract or from everything?

13 THE COURT: Well, there's summary judgment.

14 MS. MITCHUM: For summary judgment there are no
15 statements, signatures or anything. The only thing that he has
16 is one sided to summary -- get summary judgment. I have too
17 much evidence and too much showing that he should not be
18 allowed summary judgement.

19 THE COURT: What is the evidence?

20 MS. MITCHUM: The evidence --

21 THE COURT: [Indiscernible] he told me, what other
22 evidence?

23 MS. MITCHUM: Of him not getting summary judgement?

24 THE COURT: Why he shouldn't get summary judgment.

25 MS. MITCHUM: He's not getting summary judgment

1 because this is wrong.

2 THE COURT: Okay. And you -- that what you just
3 explained to me that's all part of what you said?

4 MS. MITCHUM: Yes, sir.

5 THE COURT: All right. And I want to make sure we
6 went [indiscernible] they given me all these reasons why.

7 MS. MITCHUM: I feel like my right has been violated.

8 THE COURT: Okay. All right -- all right. Now, you
9 have these two other motions pending they're on my roster,
10 [indiscernible], a motion to dismiss?

11 MS. MITCHUM: Yes, sir.

12 THE COURT: And a motion for jury trial?

13 MS. MITCHUM: Yes, sir.

14 THE COURT: All right. Let me -- explain to me today
15 it was probably the motion to dismiss that was the first one.

16 MS. MITCHUM: I think we pretty much covered the
17 reason I would like the case dismissed for prejudice not
18 knowing about the case and not being allowed to submit or give
19 answers for original complaint like not being served. I have
20 never been served it this is the last paper. The only thing
21 I've been served was the last paper that he -- I did sign for
22 that my house.

23 THE COURT: When you say the last paper --

24 MS. MITCHUM: The last -- for summary judgment to
25 come to Court that day and I'm not sure what date but I did

1 sign for that. And thank you for hearing the case. I'm just -
2 - it's a lot.

3 THE COURT: All right. And you've also got --

4 MS. MITCHUM: And I understand, I just feel like --
5 sorry. I -- the reason I feel like especially the violating
6 the -- that I didn't give it when the filing for the motion for
7 summary objection. It was a day -- I think it was a day after
8 I talked to Mr. West [indiscernible] either one day or two
9 days, sir. Because he knew that they're damaging the evidence.
10 He did not want my right to be heard. Thank you.

11 THE COURT: And there's your demand for jury trial
12 that is just -- that is what it sounds like if you want the
13 case.

14 MS. MITCHUM: I would --

15 THE COURT: A jury trial.

16 MS. MITCHUM: The reason, sir, I wanted a jury trial
17 has nothing to do with I just want more than one preference,
18 more than one person to hear the case, case did not any
19 prejudice at all, that's the main reason.

20 THE COURT: All right.

21 MS. MITCHUM: But I did file for that, sir, to make
22 for a jury trial.

23 THE COURT: All right. I understand your argument is
24 the same. Is there anything else you want me to know?

25 MS. MITCHUM: Just that I feel like I would like to,

1 at least, everyone should have the right to defend their self
2 in the Court of law.

3 THE COURT: All right. Thank you much, Mr. West.
4 Anything further that you'd like to say?

5 MR. WEST: Nothing further in regards to the other
6 two motions, Your Honor. We filed a memorandum in opposition
7 of both of those and in the interest of time I would just rely
8 on those motions. I would like to, if I may, while I got the
9 floor Mr. Kuykendall accepted the service of the summons and
10 complaint and I accepted the service as a matter of record.

11 And, Your Honor, just to complete the record since there's
12 been a lot of discussion about ownership of the mobile home in
13 particular, I would like to hand up before you a copy of
14 [indiscernible].

15 THE COURT: I'm happy to look at it, was this is an
16 [indiscernible]?

17 MR. WEST: [Indiscernible] to foresee we were going be
18 in a discussion about ownership.

19 THE COURT: Very good. I'd have to take a look at
20 it.

21 MR. WEST: I can certainly follow it after the
22 hearing if the Court would --

23 THE COURT: Yeah.

24 MR. WEST: -- if you don't mind just to complete
25 record, Your Honor that --

1 THE COURT: Yeah.

2 MR. WEST: -- I just wanted to -- just so the record
3 is clear we've got we is hand me up certificate title for VIN
4 number, again, WHT.

5 MS. MITCHUM: Yes.

6 THE COURT: 0110, I'm sorry, WHCO 10015GA-AB in the
7 name of David [indiscernible] Hayes. All right. Mr. West, if
8 you can just please make sure that it is filed and Ms. Mitchum
9 --

10 MR. WEST: I'll do that.

11 THE COURT: -- gets a copy as well if she doesn't
12 have one.

13 MR. WEST: Happy to, Your Honor.

14 THE COURT: All right. Nothing further from the
15 Plaintiff.

16 MR. WEST: Thank you, sir.

17 THE COURT: All right. I'm going to take the motions
18 under advisement, I'll issue the order soon.

19 MR. WEST: Thank you, Your Honor.

20 THE COURT: Thank you very much.

21 MS. MITCHUM: Do we stay here or?

22 THE COURT: No, ma'am. It'll come. The clerk will
23 make the -- make sure your address is correct with the Court.
24 They will mail a copy of that order once it gets issued.

25 MS. MITCHUM: Thank you, sir, for your time.

1 THE COURT: Thank you.

2 MR. WEST: Thank you, Your Honor.

3 THE COURT: Everybody have a great weekend.

4 MS. MITCHUM: And you too as well.

5 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)

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1
2 I, ERIN REILLY, a court-approved transcriber, do hereby certify
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8 I do further certify that I am neither of kin, counsel, nor
9 interest to any party hereto.

10 October 10th, 2025

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