STATE OF SOUTH CAROLINA	*	COURT OF COMMON PLEAS
	*	
COUNTY OF SUMTER	*	TRANSCRIPT OF RECORD

TYREEK WALLACE,

Plaintiff,

vs. * Case No. 2026-CP-43-00233

CARTER PROPERTY MANAGEMENT,

Defendant.

June 1, 2026

B E F O R E:

The Honorable S. Bryan Doby, Presiding Judge

A P P E A R A N C E S:

Tyreek Wallace, Pro Se Plaintiff

Gloria Carter, Pro Se (appearing for the defendant LLC)

RECEIVED
Aug 31 2026
SC Court of Appeals

Recorded by: In-Courtroom Webex from the Bench
Transcribed by: Bobbi Fisher, RPR
SC Official Court Reporter III

I N D E X

DESCRIPTION	PAGE
Proceedings	3

E X H I B I T S

(None.)

COURT REPORTER/TRANSCRIBER LEGEND

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
(ph)	Indicates phonetic word/unclear word
[sic]	Indicates the word is written as said
(Indiscernible)	Indicates word(s) is not known due to poor audio recording quality

P R O C E E D I N G S

(The proceedings commenced as follows:)

THE COURT: This is the case of Tyreek Wallace versus Carter Property Management. It is listed as 2026-CP-43-00233. It is a remand from the Court of Appeals to set a bond -- an appeal bond plus order a stay in this matter.

Tell me who I've got. Are you Tyreek Wallace?

MR. WALLACE: Yes, sir.

THE COURT: Will you stand for me please, sir.

How are you doing this morning, Mr. Wallace?

MR. WALLACE: Good. How about yourself?

THE COURT: Very good. Are you ready to go forward?

MR. WALLACE: Yes, sir.

THE COURT: All right.

Thank you. And will you tell me who you are, please.

MS. CARTER: Gloria Carter.

THE COURT: All right. And, Ms. Carter, will you stand also, please.

Ms. Carter, are you here on behalf of Carter Property Management?

MS. CARTER: Yes, I am.

THE COURT: Is that an LLC or how -- what kind of entity is Carter Property Management?

MS. CARTER: It is an LLC, and I am the primary owner.

THE COURT: So we've got some prohibitions against an LLC

appearing in circuit court except through a licensed attorney. Are you aware of that?

MS. CARTER: (No audible response.)

THE COURT: All right. I've got this remand from the Court of Appeals that I've got to deal with. Ms. Carter, please understand that there are rules against you appearing on behalf of the LLC, because only a licensed attorney can do that from this point forward. Okay, ma'am?

MS. CARTER: Okay.

THE COURT: All right. Thank you.

Ms. Carter, tell me this: This is -- what was the bond that was set by the magistrate in this case?

MS. CARTER: The initial bond was 1500.

THE COURT: Per month?

MS. CARTER: No. To get everything back on -- I guess, in line. He was supposed to pay a one-time $1,500 fee, and then he was supposed to pay the rent every month on time. He did not pay on time, and so we proceeded with the eviction.

He appealed. Then it went to Columbia. But he has not paid since. And what I did not know in the process with the eviction, with him paying late, that I was not supposed to accept the payment, but -- because I never went this far with a tenant. So I accepted the payment, you know, although he paid late, which I guess I'm not sure if that satisfied everything. I'm not exactly sure. But he continued to pay

late, and so we put the eviction back in place. And that's when he appealed to the appellate court in Columbia.

THE COURT: All right. As of May 31st, 2026, what is the back rent? What's the back payment that's owed at this point?

MS. CARTER: Currently, it would be 1850.

THE COURT: $1,850?

MS. CARTER: Mm-hmm.

THE COURT: And will he owe for June? Does he owe on June the 1st? When's the -- when's the monthly rent due?

MS. CARTER: That's including June, today.

THE COURT: That's including June?

MS. CARTER: Mm-hmm.

THE COURT: So when does he normally make payments?

MS. CARTER: His payment is due on the 1st of every month. He didn't pay for May.

THE COURT: All right. So $1,850 through June 2026, that's what he owes. And what is the monthly rent that he normally pays?

MS. CARTER: 850.

THE COURT: $850?

MS. CARTER: And there's a $50 late fee after the 5th.

THE COURT: All right. Anything else he owes --

MS. CARTER: I'm sorry --

THE COURT: -- as of today, other than the $1,850?

MS. CARTER: I'm sorry. It's $900 and $50 after the 5th.

THE COURT: It's 900 and then $50 in addition after the 5th?

MS. CARTER: Yes, sir.

THE COURT: All right. Thank you, ma'am.

Anything further that he owes at this point?

MS. CARTER: No, there isn't.

THE COURT: So if -- the $1,850, he won't owe again until July 1 --

MS. CARTER: Yes.

THE COURT: -- if he pays that.

MS. CARTER: That's correct.

THE COURT: All right. Thank you. All right. Thank you, Ms. Carter.

Mr. Wallace?

MR. WALLACE: Yes, sir.

THE COURT: Tell me what you what -- I've got to set a bond in this case. Tell me what -- what you believe the appropriate bond should be?

MR. WALLACE: I paid up until April. The reason I did not pay for May is because, when I went to pay April -- I'm sorry. When I went on to pay for April, I believe I went on April 10th, she let me know that, because you were late, if she doesn't want to accept it, she doesn't have to accept it. However, on the 13th, that's when I got the eviction posted to my door.

I then went to Columbia because the clerk said -- I don't even want to call them clerks; I don't want to get the names mixed up. The young ladies that was helping me across the street in the summary court, they advised me that the only other step I could do was to go and appeal with Columbia, because at the point of April 10th, when I paid the $900, I should have been caught up with everything as far as the courts was concerned.

Then, after that, we had small communication.

THE COURT: And you paid the April payment?

MR. WALLACE: Yes. I paid it on the 10th.

THE COURT: Okay.

MR. WALLACE: So that's -- like I said, on the 13th, that's when I got the eviction. I went up to Columbia, filed the appeal, got some advice. And when I went to do the appeal, I thought I had to pay the $300, the $250 and the $50 for them to file the motion and file the appeal. They didn't make me pay it right then and there. So I asked them, "What should I do? Should I continue to pay rent or what?"

They advised me, they said I could pay rent, but I'll be taking the risk. So if I pay the rent for May and the Columbia Court say the eviction is over with, you just lost $900 and you got to move. So that's the only reason I didn't pay May, but I caught up with everything else.

I did not pay on time for my bond hearing. The $1,500,

the Court -- the judge, all he told me was, "Come in five days and pay." I wasn't told how to pay. So when I came here, I came with a credit card. I'm only 26 years old. I don't keep cash on me. So they told me, "We don't take card. You gotta go get cash, paper check, or money order."

I had to come the very next morning to pay because I couldn't make it out to go get $1,500 off my card.

THE COURT: That's the magistrate's court.

MR. WALLACE: Yes, yes.

THE COURT: Okay.

MR. WALLACE: Across the street.

THE COURT: Yeah. You understand now they don't take credit cards.

MR. WALLACE: Now I do. I didn't understand at the time, but now I understand.

THE COURT: I don't know that -- I know they'll take cash. Do they -- have you tried with a cashier's check or anything?

MR. WALLACE: I couldn't do anything. My bank is Chase. I couldn't get to Chase and back in time. I don't have a checkbook, so...

THE COURT: Okay.

MR. WALLACE: I had to come the very next morning. I paid.

She let me know I -- well, I also asked them, can I pay

for the first month of March, because it was it was February the 27th, and it didn't make sense to come back and forth, especially if I had both payments. I asked her if I could make the March payment and start my escrow account.

She said no, because I came a day late, so it would be up to my landlord to accept it before I could start paying into escrow. Otherwise, she could say no because you was a day late on your bond and take the 1500 and you have to go.

So, once again, I waited. We had an inspection at the house on the 3rd. She came by. We had a small conversation. She let me know, you know, "It's just business. I need my money to pay. I can't just keep paying for you if you're not paying anything." That was understood.

I also told her I could pay for March. She told me, "Go ahead," the very next day. So that was on March the 4th. I came up. I paid the $860.

The only -- the only month that I could say that I was late on my end was April, because, from February all the way up until March, all of my money has been going towards catching up and paying in the escrow. I have a lot of other bills that's not included with my rent that I have to catch up on as well, plus, I have a two-year-old son that I have to take care of.

I caught back up on that. I let her know on the 7th -- because she texted me. She asked me if I paid. I told her

no, and I explained to her I just got a little caught up. I didn't mean not to inform you, but, you know, I had some things going on. I'm going to pay on the 10th. Once I paid on the 10th, it went from there.

So I would just say the May --

THE COURT: All right. You agree that you owe the May?

MR. WALLACE: Yeah, yeah. I definitely owe for May.

THE COURT: All right. Ms. Carter has indicated that, as of -- for the May and the June payment, you owe $1,850. Do you agree with that figure?

MR. WALLACE: No, I would say 1800, because our agreement was 850. Anything after the 10th -- no, anything after the 5th was $50, so it would bump it up to 900.

THE COURT: Do you have a -- do you have your lease?

MR. WALLACE: I don't have a copy with me.

THE COURT: How much have you been paying on a monthly basis?

MR. WALLACE: 850. Unless I'm late past the 5th, then I pay 900.

THE COURT: Okay. All right. So you agree you owe for May and June at this point, as the rent being due on June the 1st? Do you agree with that?

MR. WALLACE: Yes.

THE COURT: All right. Thank you. You believe it would be 850 times two is what you owe at this point?

MR. WALLACE: Yeah. Well, 900 plus 850. 900 because I did not pay for May, but it's not past the 5th yet for this month, so I wouldn't say 900 yet.

THE COURT: So it would be 900 plus 850 is what you think you owe.

MR. WALLACE: Yes, sir.

THE COURT: All right. Thank you. Anything else you want to tell me, Mr. Wallace?

MR. WALLACE: No, sir.

THE COURT: All right. Thank you.

Ms. Carter, what is the -- what's the lease say for rent on a monthly basis?

MS. CARTER: I'm not sure I understand. You say, what's the --

THE COURT: What's the lease say? What's the lease amount that he has to pay on a monthly basis?

MS. CARTER: He has to pay the full rent.

THE COURT: What is it?

MS. CARTER: My mistake, because I have two units. One is 900 and one is 850. So, yes, his is 850.

THE COURT: All right. So he owes 850 a month. And you're saying he's -- he owes another 50 because he's late on the May payment; is that right?

MS. CARTER: Yes.

THE COURT: That would give me, unless my math is bad,

which it could be 30, that would be 1750, wouldn't it? That'd be 1750. Isn't that what he owes?

MS. CARTER: Yes.

THE COURT: Right now? And that'll cover him through June?

MS. CARTER: Yes.

THE COURT: All right. Thank you.

Mr. Wallace --

MS. CARTER: Can I add something?

THE COURT: You certainly may.

MS. CARTER: Since we started this process, we started the eviction, he appealed. The judge in that case gave him specific instructions that he needed to pay the bond, he needed to pay on time, and then he needed to pay on time each additional month.

I have also spoken to him and made arrangements. I have accepted his late payments, but he has continued to be late each and every time. He has not stuck to one date that has been given to him. And now I'm here in your courtroom and you're saying we have to appear again, I have to have an attorney.

And like I explained to him when we met at the apartment is, I also have a mortgage on this home, which is why I told him, you know, I need the rent on time because I also have to pay a mortgage, just like he has to pay rent. But, again, he

has continued to pay late each and every month, which, again, brought us to here. And if I have to now continue to bring a lawyer with me, that's going to cost me additional money.

THE COURT: Yes, ma'am. Unfortunately, there's nothing I can do about the rule. That's a rule that's in place. Because of the provision of the unauthorized practice of law, an LLC is a corporation, and it's a being that is created by our legislature, and our rules provide that LLCs, even if you're the sole owner of that LLC -- sole member of that LLC has to appear by an attorney. And so that's what the rule is.

All right. Ms. Carter and Mr. Wallace, I'm going to do this:

Mr. Wallace, you got 1750 to pay the rent?

MR. WALLACE: Yes, sir.

THE COURT: When -- how long you going to need to get that paid?

MR. WALLACE: By the end of the week.

THE COURT: Sir?

MR. WALLACE: By the end of this week. Friday.

THE COURT: All right. I'm going to do this. I'm going to -- in accordance with the directive from the Court of Appeals, I'm going to set the initial appeal bond at $1,750, and that will be due by June the -- that's the 5th, isn't it, on Friday? -- by June the 5th. You gotta pay that through the Magistrate's Court through whatever rules that they might

have. I don't know all their rules, but you gotta get that paid, whatever the rules require, by June the 5th at 5:00 PM.

Now, I will provide in my Order, as directed by the Court of Appeals, that this matter would be stayed as long as you comply with that bond.

Now, starting on July the 1st, you are going to have to pay $850 per month, and that is due on July the 1st. Not due on July the 2nd or the 2nd of every month after that. It's due on July the 1st, and it has to be paid on that particular date to the Magistrate's Court in accordance with their rules.

Any question about that, Mr. Wallace?

MR. WALLACE: No, sir.

THE COURT: Ms. Carter, any question about that?

MS. CARTER: And if he doesn't pay on the 1st, will the eviction....

THE COURT: Ma'am, that's beyond what -- what I have jurisdiction to decide.

I will call Mr. Wallace's attention to the directive from the Court of Appeals that he has to take my Order, he has to do certain things with that particular Order.

Do you have that order from the Court of Appeals, Mr. Wallace?

MR. WALLACE: Yes, sir.

THE COURT: All right. You have that order as well, Ms. Carter?

MS. CARTER: Yes, sir.

THE COURT: All right. The only thing I can say is I call your attention to that directive from the Court of Appeals on what Mr. Wallace has to do and what things he has to comply with.

Further action, if he does not do that, Ms. Wallace, is legal advice that I would not be able to give you under the circumstances.

I'm going to direct, then, Mr. Wallace has to pay $1,750 to the Magistrate's Court by 5:00 PM on June the 5th.

He also owes $850 by July the 1st and every month thereafter until further Order from the Court of Appeals.

Thank you.

Thank you, Ms. Carter.

Thank you, Mr. Wallace.

MR. WALLACE: Thank you, sir.

THE COURT: I'm going to do a Form 4 to that effect. How do y'all normally get the notice coming from Sumter Clerk of Court?

MR. WALLACE: By mail.

MS. CARTER: By mail.

THE COURT: By mail? And Ms. Yao, who does an excellent job, is indicating that you will get that by mail as well. All right. Thank you.

(The above hearing concluded.)

Certificate of Transcriber

CASE NAME: Wallace v. Carter Property Management

DATE OF HEARING: 6/1/26

RECORDING METHOD: In-Courtroom Webex Recording from Bench

I, Bobbi Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; *that I was not present for the live proceeding; and that said proceedings were transcribed to the best of my ability from the audio and/or video recording and supporting information;* and that I am neither counsel for, related to, nor employed by any of the parties to this case; and I have no interest, financial or otherwise, in its outcome.

Bobbi Fisher, RPR
SC Official Court Reporter III
Registered Professional Reporter (RPR)
SC Transcription Team Transcriptionist

Transcript Prepared: 8/16/26

NOTE: THIS TRANSCRIPT IS MADE EXCLUSIVELY FOR THE REQUESTOR ON FILE AND SHALL NOT BE SHARED WITH OPPOSING COUNSEL. PURSUANT TO RULE 607(h)(1)(B), SCACR, A COURT REPORTER/TRANSCRIBER SHALL BE COMPENSATED FOR A COPY OF THIS TRANSCRIPT. IF A COPY OF THIS TRANSCRIPT IS NEEDED, PLEASE CONTACT ME AT BOBBI@TOPDOGTRANSCRIPTS.COM.