

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master-In-Equity

Appellate Case No. 2015-001041
Lower Court Case No. 2014CP0701811

Daniel T. Bryan, Lisa D. Bryan and Beach Deli
Enterprises d/b/a Munchies, Plaintiffs

Of Whom Daniel T. Bryan and Lisa D. Bryan are
Appellants

v.

Dr. Marix Snijder, USA Limited Partnership V, L. P.,
Merrelyn Rogers, Renita Bryant, Dimara Atlanta
Investment Corp. and Superior Heating and Air, Inc.
Respondents

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

DANIEL T. BRYAN

and

LISA D. BRYAN

and

Beach Deli Enterprises,
DBA MUNCHIES

Plaintiff(s))

vs.)

Dr. Marnix Snijder

and

USA Limited Partnership V, L.P.
*

and

Merrelyn Rogers

and

Renita Bryant

and

Dimara Atlanta Investment Corp

and

Superior Heating and Air, Inc.

Defendant(s))

(Please Print)

Submitted By: Lisa Bryan

Address: 4 Royal Crest Drive

Hitlon Head, SC 29928

SC Bar #:

Telephone #: 843-368-7433

Fax #:

Other:

E-mail: lisabryan_lddi@msn.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

* If a party is a defendant/defendant do not complete

2014 JUL 29 PM 2:54
ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

14-CP-07-1811

STATE OF SOUTH CAROLINA,

COUNTY OF

Beaufort

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO. 14 -CP- 07 - 1811

Daniel T. Bryan, Lisa D. Bryan
Beach Deli Enterprises
vs. Plaintiff,

Dr. Mornix Snyder,
USA Limited Partnership et al
Defendant.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Beaufort County, South Carolina

Dated:

7/29/2014

[Signature]

Plaintiff/Attorney for Plaintiff

Address:

4 Royal Crest Drive
HI, SC 29928

2014 JUL 29 PM 2:52
CLERK OF COURT
BEAUFORT COUNTY, S.C.

- ☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
- ☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION *(Check One Box Below)*

- | | | | |
|---|--|---|--|
| Contracts
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☐ Debt Collection (110)
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20____-CP-_____
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Submitting Party Signature: _____

Date: 7/29/2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

IN THE COURT OF COMMON PLEAS

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COMPLAINT

Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant

and Dimara Atlanta Investment Corp are all represented by legal council as follows for service:

Bret T. Pruehs
Associate
Attorney at Law
McNair Law Firm, P.A.
Hilton Head Island Office Shelter Cove Executive Park
23-B Shelter Cove Lane
Suite 400
Hilton Head Island, SC 29928
843 785 2171 Main
843 686 5991 Fax

And Superior Heating and Air can be contacted and served through the following Registered Agents with the State of South Carolina.

SUPERIOR Heating and Air, Inc.
David Miller
SC Registered Agent for Superior Heating and Air, Inc.
36 Persimmon Road
Suite 202
Bluffton, SC 29910
843-682-2665

And

Thomas L Brooks
SC Registered Agent for Superior Heating and Air, Inc.
Attorney at Law
3600 Main St
Suite 400
Hilton Head,
SC 29926
(843) 689-2661

COMPLAINT

Daniel T. Bryan and Lisa D. Bryan (hereinafter "Plaintiff(s)") and Beach Deli Enterprises dba MUNCHIES, Plaintiffs hereby brings this case of action against Dr. Marnix Snijder, USA

Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp (hereinafter Defendants”) and Superior Heating and Air, Inc. (herein “Superior Air”) and in support thereof states the following:

1. That Daniel T. Bryan, Plaintiff, is an adult citizen of the State of South Carolina.
2. That Lisa D. Bryan, Plaintiff, is an adult citizen of the State of South Carolina.
3. That Bryans own Beach Deli Enterprises, dba MUNCHIES.
4. That USA Limited Partnership V, L.P is a registered company with the State of South Carolina doing business on Hilton Head Island, SC.
5. Superior Heating and Air, Inc is a registered company with the State of South Carolina doing business on Hilton Head Island, SC.
6. That Dr. Marnix Snijder is an adult foreign citizen with business and residential entities located in the state of South Carolina.
7. That Dr. Marnix Snijder is the registered agent for both USA Limited Partnership V, L.P and the Dimara Atlant Investment Corp doing business on Hilton Head, SC.
8. That Merrelyn Rogers is an adult citizen of the State of South Carolina,
9. That Renita Bryant is an adult citizen of the State of Georgia and works for Dimara Atlanta Investment Corp where her local address is 1517A Main Street Village, Hilton Head Island, 29926.
10. David Miller is an adult citizen of the State of South Carolina.
11. David Miller is the registered agent for Superior Heating and Air, Inc.
12. Thomas L. Brooks is an adult citizen of the State of South Carolina.
13. Thomas L. Brooks is the registered agent for Superior Heating and Air, Inc.

14. That by reason of the foregoing, the court in which this action is filed has jurisdiction over the subject matter and parties and venue is proper.

Summary of Facts

1. On or about August 16, 2010, Plaintiffs entered into a lease agreement to open a restaurant for the retail space at 1407 Main Street, Hilton Head, SC 29926 and purchased the trade equipment they needed that was currently at that location from the previous owner. The lease is for an initial ten year period with one five year option.
2. For the four years Plaintiffs have occupied the leased space at 1407 Main Street, Plaintiffs have paid their rent, increase rental costs, advertising costs and CAM fees on time.
3. On or about November 16th 2010, David Staley, Main Street Reality (The then current management company) delivered an addendum to the Plaintiffs lease to eliminate Plaintiffs from offering the same sandwiches Subway offers to their clients per a complaint that Subway and their legal submitted to landlord. It is the Plaintiffs understanding that the Subway had such a stipulation contained within their lease.
4. On or about November 17th 2010 an amended addendum was sent to Katie Thompson and David Staley, Main Street Reality by Plaintiffs.
5. On or about November 30, 2010 an agreement with Defendant was made to help Defendant with the issues the Defendant was having with SUBWAY. SUBWAYS lease prevented other shops from selling sandwiches. Even though the Plaintiffs lease does not have any limitations on their menu the Plaintiffs chose to help the Defendants with the SUBWAY issue as long it did not interfere with their long term goal of their restaurant and their ability to continue to service their customers and grow their own business.

6. On or about December 4, 2010, an email was sent to Defendants stating that they had changed their menu as agreed not to sell sub type sandwiches but the rental reduction was not showing in their monthly invoice.
7. On or about December 8th, 2010, Defendant sent an email that he was working on language and would get back to Plaintiffs with a final agreement.
8. On or about January 24, 2011, Defendant dropped off an agreement for the Plaintiffs to sign which was not what had been agreed to in a recent meeting but would hinder the Plaintiffs ability to serve their customers and grow their business.
9. On or about January 26, 2011, Plaintiffs showed concerns over the agreement and their limitations. Defendant stated that the agreement that was given to Plaintiffs was made with SUBWAY and their Attorneys. Defendants stated that Plaintiffs needed to sign it as is and that there would not be any further discussion on the matter.
10. On or about March 2, 2011, Plaintiff met with David Staley, Defendants Management Company representative where a meeting took place to discuss the language for an agreement between Defendant and Plaintiff.
11. On or about March 11, 2011, Plaintiff requested an explanation on why the rent check that was dropped off for March 2011 rent had not yet been cashed.
12. On or about March 11, 2011, Defendant, through his management company, David Staley, informed Plaintiffs that because they did not sign the document created by SUBWAY and their attorneys, they were going to place Plaintiffs in Default of their Lease and have them evicted.
13. On or about March 11, 2011, Plaintiffs dropped of a letter stating that they were not in default of their lease as there are absolutely no menu limitations contained in their lease.

An agreement to limit ALL sandwich choices on ALL types of bread at MUNCHIES conflicted with the current Subway menu was also included in the package to help the Defendant with their SUBWAY issue. Not that Plaintiffs had any obligation to help defendant landlord with his SUBWAY dilemma.

14. On or about March 11, 2011 the Plaintiffs asked , that Defendant submit all ejectment proceedings documents filed with the Bluffton Magistrates Office, which are required under the South Carolina Code of Laws Section 27 Chapter 37 with them personally.
15. On or about March 11, 2011, an email was sent from Defendant confirming that Defendant had received our rent check on time along with the new agreement and that they were not going to charge Plaintiffs as defaulting on the lease.
16. On or about March 14, 2011, Defendant sent email that rent check was going to be deposited on that day.
17. On or about March 15, 2011, Plaintiffs rent check was processed through the Plaintiffs bank for payment.
18. On April 12, 2011, Defendants had the maintenance crew working on the rental space adjacent to Plaintiffs chipping away making all kinds of noise in the MUNCHIES dining room disturbing the customers while they ate.
19. On or about May 4, 2011, the gardeners were to replace the old and almost dead plants around MUNCHIES. All the other plants in the complex had been changed out with new plants with the exception of Plaintiffs area.
20. On or about April 26, 2012, Defendants sent an email requesting the additional rent they felt was due for December 2010, January 2011 and February 2011 for a total of

\$5,897.61. They stated in their email that they did not feel there was an agreement even though one had been sent back on March 11, 2011.

21. On or about April 26, 2012, Plaintiffs again addressed the issue that an agreement was sent back on March 11, 2011 and that the Plaintiffs were given the impression that all was agreed to and with the rent checks being accepted and cashed, the threat of eviction being withdrawn that there was no outstanding issues.
22. On or about May 1, 2012 the Plaintiffs received their rental invoice which only included the monthly rent, cam charges and advertising fees for May 2012. No other charges or costs were included.
23. On or about May 1, 2012 the sprinkler system was repaired for the second time. Plaintiff had reported a fall she took jamming her left shoulder due to the extension of the water sprinkler system valve which stuck out of the ground. The Defendant acknowledged Plaintiffs email.
24. On or about September 21, 2012 new brochures that Defendant was to pay for were distributed stating MUNCHIES was a current tenant.
25. On or about November 17, 2012 the issue of the additional rent for December 2010, January 2011 and February 2011 arose again in a new invoice in the amount of \$ 5,897.61.
26. On or about November 18th, 2012 an email was sent to Defendants that Plaintiffs thought this issue had already been addressed and closed out. A meeting with Defendant, Dr. Marnix Snijder was requested as this issue had reared its ugly head on more than one occasion over the past two years and needed to be resolved.

27. On or about November 18, 2012 an email was sent to Defendants by Plaintiffs noting that the pine tree above their doorway has become hazardous. This tree drops large limbs, acorns, and large heavy pine cones. Customers had already been hit by such debris and one had even been injured.
28. On or about November 27, 2012 an email was sent to Plaintiff acknowledging that Dr. Marnix Snijder was to meet with Plaintiff to discuss the issue of additional rent. He was due to come to Hilton Head in mid-December 2012.
29. On or about February 27, 2013 an email was sent to Defendants again requesting coverage over their doorway as Plaintiffs AGAIN stated that the pine tree outside their store was a hazard dropping pine cones, large dead branches and pine straw that was wet and slippery. AGAIN Plaintiffs reiterated to Defendants that someone had gotten hit and that this was an accident waiting to happen.
30. On or about February 27, 2013 an email was sent to Plaintiff from Merrelyn Rogers, Defendant that she was forwarding my request to Anita Bryant, Defendant and that she would be contacting me regarding the issue of the pine tree and meeting with Dr. Marnix Snijder, Defendant that was to take place in December 2012.
31. On or about March 5, 2013 an email was sent by Renita Bryant, Defendant stating that a meeting window was the week of March 25, 2013.
32. On or about March 5, 2013 Plaintiff sent an email to Renita Bryant, Defendant stating her availability for a meeting the week of March 25, 2013.
33. On or about March 19, 2013 Plaintiff sent an email to Renita Bryant, Defendant checking on the meeting date and time that was to be scheduled while she was in town the week of March 25, 2013 per her email as an email with time and date had never been set.

34. On or about March 19, 2013 Renita Bryant, Defendant sent an email that March 26th, 2013 at 9:30 was her availability to meet with Plaintiff.
35. On or about March 19, 2013 Plaintiff was inquiring why John Orr and his assistant Elyse were checking on our menu and inquiring about SUBWAY type sandwiches regarding our menu as they are the Main Street Village rental agents and a meeting had already been set with Defendants Renita Bryant and Dr. Marnix Snijder to discuss the issue.
36. On or about March 19, 2013 Plaintiff returned the email stating that Dr. Marnix Snijder, Defendant was to be in attendance. No return email from Defendants was ever received.
37. On or about March 26, 2013 a meeting took place between Defendants Dr. Marnix Snijder and Renita Bryant. The issues that were discussed was:
- a. The SUBWAY issue and the addendum that was sent to Defendants Management Company whereby MUNCHIES agreed to limit their sandwich menu not to sell sub type sandwiches that SUBWAY had on their menu at the time. It was discussed that there was absolutely NO LIMITATIONS in the MUNCHIES lease that required them to make any changes but Plaintiffs were willing to make the changes as to "play nice in the sandbox" and help the Defendants with their current litigation with SUBWAY.
 - b. During the meeting, Dr. Marnix Snijder, Defendant stated to Plaintiff that he would take his chances with not allowing Plaintiffs to exercise their lease as the Plaintiffs "POCKETS" were not as deep as SUBWAY's "POCKETS" to litigate any the lease.
 - c. During the meeting with Defendants and Plaintiff the meeting an agreement was made to draw up an addendum to the lease to include that MUNCHIES would not

sell 6 and 12 inch sub sandwiches that were currently on the SUBWAY menu. A copy of the current SUBWAY menu was to be attached.

- d. The addition of an awning and the potential to remove the pine tree in front of Plaintiffs store as it drops large dead branches, wet pine needles and large very large unopened pine cones which have hit customers and MUNCHIES staff.
- e. Agreement was made that an awning would be installed to cover the opening and that someone would evaluate the dangers of the pine tree.
- f. The additional half rent that the Defendant was trying to collect in the amount of \$ 5,897.61:
 - i. Defendants agreed that Plaintiffs did have and outstanding monies due for rent, additional rent or CAM charges and were current.

38. On or about the afternoon of March 26, 2013 Renita Bryant and Merrelyn Rogers, Defendants came unannounced to MUNCHIES to speak with Plaintiff regarding an agreement that was drawn up to address the issues discussed at the earlier meeting. Plaintiff was in the kitchen preparing a catering meal but felt the issue was a priority and needed to be addressed so she stopped what she was doing to meet with Defendants. Once seated, Renita Bryant, Defendant handed a document to Lisa Bryan, Plaintiff to sign. Lisa Bryan, Plaintiff read briefly through the agreement and informed both Defendants that she would look the agreement over in its entirety that evening with her husband and if they felt necessary their attorney. Ms. Bryant, Defendant stated that she was not giving Plaintiffs that opportunity and that the document needed to be signed right then and there. She stated that she was not asking for Plaintiffs approval but rather

acknowledgement that Plaintiff had received the document. The document was not signed as Plaintiff did not feel comfortable signing anything without thoroughly being reviewed.

39. On or about May 27, 2013 Lisa Bryan, Plaintiff created a lease addendum that Plaintiffs were comfortable and personally dropped it off to Defendant Dr. Marnix Snijder. The Plaintiffs addendum was signed by Dr. Marnix Snijder and returned to Plaintiff later that day.

40. On or about April 15, 2013 Plaintiffs informed Merrelyn Rogers, Defendant, that the air conditioner fan in the kitchen was not working.

41. On or about April 16th, 2013 Defendants responded to air conditioner issue stating that Plaintiff should call Anita at Superior Heating and Air directly to schedule an appointment as "you know when they can and cannot come". It was also disclosed that there are warranty's on all the units.

42. On or about April 16th, 2013 Plaintiffs called and scheduled the initial review and installation of a new fan directly with Superior Heating and Air Conditioning outside of their business hours as to not interfere with food preparations.

43. On or about May 28, 2013, Merrelyn Rogers, Defendant brought an invoice from Coastal Canvas for their job number 0132750 in the amount of \$428.00 for the writing on the awning that Plaintiffs were to pay for. Plaintiffs issued a check that was sent through Plaintiffs bank for payment directly to Coastal Canvas.

44. On or about July 1, 2013 Merrelyn Rogers, Defendant dragged a soaking wet 1/2 full regular kitchen trash bag that was filled with only paper from our bathrooms from the dumpster that was sitting in rainy crab legs into through the front door of MUNCHIES. Defendant never asked for a manager or owner and ignored that there were multiple

tables of customers eating dinner. As Defendant swung the bag screaming at the young staff as it was the evening hours she sprayed dirty water all over the place. Defendant proceeded to yell at young staff stating that she was going to charge MUNCHIES one hundred and twenty five dollars as a fine for her troubles. After she dropped the wet bag on the floor, Dan Bryan, Plaintiff came out of the kitchen to see what all the noise was about. Defendant continued to yell, swung the bag again then dropped it on the floor. She continued to yell and then proceeded to the MUNCHIES bathroom to wash her hands. The customers all noticed her as she interrupted their dinner, the staff needed to clean up the mess and the staff was extremely upset as she was so abusive to all the MUNCHIES employees.

45. On or about July 4, 2013, Lisa Bryan, Plaintiff sent an email to both Defendants Merrelyn Rogers and her manager Renita Bryant asking that anytime they have an issue to please call Plaintiffs and that they were no longer permitted to come into MUNCHIES unannounced as to disrupt business and effect the young staff.

NEVER DID PLAINTIFFS RECEIVE A RESPONSE TO THEIR EMAIL.

46. On or about July 4, 2013 two pictures were taken of the area outside of the trash can where old smelly crab leg boxes were spread all over the place with the rotten and smelly left over crab leg parts. These pictures were sent to Defendants asking why the Main Street Café, where the boxes came from, were not treated in the same manner as MUNCHIES.

NEVER DID PLAINTIFFS RECEIVE A RESPONSE TO THEIR PICTURES.

47. This was not the first time that Defendant Merrelyn Rogers entered MUNCHIES and demanded immediate attention. For months Defendant would enter MUNCHIES even

with something as small as to drop off a flyer demanding that Plaintiffs come out of the kitchen to address her even though she was told by the manager that we were busy preparing for our lunch service and she could leave whatever document she had with her. She DEMANDED on all occasions to have the Plaintiffs stop what they were doing and come to accept her paperwork and would not leave until someone came up front to meet with her. This was even after the email that was sent to put all flyers in the mail or tape them to door for us to retrieve.

48. On July 11, 2013 Plaintiff sent a text message to Defendants stating that the trash outside of their store was overflowing.

49. On July 11, 2013 Defendant responded that the trash was not emptied as scheduled due to an emergency. There was also the following excuse included in the email from Defendant

"One reason your trash seems to get fuller than everyone else's is because the cans are meant for pedestrian customers. Since you have outside dining, your customers use that can sometimes to discard their cups and plates and it gets full faster." Stating that it our fault that the cans get full faster.

50. Week of August 5th, 2013 Awning is to be installed. Been waiting since February 2013.

The cost of the awning was to be paid by Defendants and the lettering on the awning was to be paid by Plaintiffs. The Plaintiffs cost for the lettering was \$ 428.00 which was paid by check on May 28, 2013.

51. August 12, 2013. Trash again overflowing. Text message sent to have the can emptied.

Again difficult for customers to eat outside with trash.

52. On or about September 27, 2013 maintenance crew used bleach to power wash the property saturating all the mats outside of MUNCHIES making the entrance smelling of old dirty bleach. Customers could not even enjoy dining on our outside patio area as it

SMELT! We had to move our front mat to the back of the store to wash down with soapy water to try and get the smell out!

53. On or about October 7, 2013 Defendants emailed Plaintiff to schedule the fall maintenance with Superior Heating and Air. Plaintiffs immediately called Anita at Superior Heating and Air to schedule the appointment.

54. On or about November 11, 2013 Plaintiffs sent an email to Merrelyn Rogers, Defendant asking when Dr. Marnix Snijder will be in town for a meeting.

55. On or about November 12, 2013 Defendant sent the following email to Plaintiff.

"I just spoke to Marnix and he will be here the week of Christmas for a month so we can set a meeting up with him when he arrives."

56. On or about November 12, 2013 Defendant asked for a copy of the liability insurance be sent.

57. On or about November 12, 2013 Plaintiff sent a copy of their liability insurance to Defendant.

58. On or about February 24, 2014 Defendant sent the following email to Plaintiff:

"Hope all is well. Just found out that Marnix will be here next month. I knew you wanted to meet with him about a hood for your restaurant and some other things. As soon as I know specifics I can set up a meeting for you."

59. On or about April 1, 2014 Defendant sent an email to Plaintiffs stating that all the Sprinkler systems were checked at Main Street. Never did anyone come by MUNCHIES to check their system.

60. On or about April 2, 2014 Defendants called vendors scheduled to put a restaurant hood in the MUNCHIES space without notification or a phone call to Plaintiffs.

61. On or about April 2, 2014 Plaintiffs sent email to Defendants requesting that the simple installation of a hood systems be allowed as the Plaintiffs lease clearly states under section 5.3 Trade FItures:

5.3 Trade FItures. Tenant may install and operate, at Tenant's expense, trade fixtures and equipment. In so doing, Tenant shall comply with all requirements of federal, state and local laws, rules and regulations. Tenant at all times shall have the right to remove all fixtures and equipment or other property heretofore or hereafter furnished or installed by Tenant, provided that Tenant shall repair any and all damage caused by such removal. It is expressly understood and agreed that any such property shall not become part of the Premises but shall at all times be and remain the property of Tenant.

62. That on or about April 2, 2014 Defendants asked for copies of the installation plans.

63. That on or about April 2, 2014 Plaintiffs had all appropriate plans and Town of Hilton Head Permits sent to Defendants for review.

64. That on or about April 3, 2014 Plaintiff received an email from Dr. Marnix Snijder, Defendant, stating he would personally meet with Renita Bryant, Defendant to discuss Plaintiffs request to install a restaurant hood as a trade fixture.

65. That on or about April 4, 2014 Plaintiffs called all available telephone numbers for Defendants with no response as to the approval for the installation of the hood system.

66. That on or about April 4, 2014 Defendants sent an elaborate email detailing the information they required prior to consideration of the installation of the "trade fixture" of a hood system. Defendants again brought up the issue with SUBWAY blaming MUNCHIES. Email states:

"Dr. Snijder, he recalls a very costly controversy with Subway where substantial concessions had to be given and attorney fees paid to avoid legal action due to conflict in the menu Munchies was utilizing. Dr. Snijder is adamantly opposed to the install of a hood with the purpose of preparation of foods requiring any type of a frying process."

"If the hood installation is approved, there will be no change to the current menu of Munchies"

67. That on or about April 4, 2014 the answers to the questions Defendants had regarding the hood system were answered in their entirety.
68. That on or about April 5th, 2014 the rest of the questions on the fact sheet were answered with the exception of areas where there was no reference to the lease.
69. That Landlord delivers THREE totally different reasons for denying Plaintiffs request for the installation of Trade Equipment as allowed under section 5.3 of the current lease.

That on or about April 11, 2014, Plaintiffs received a letter from Attorney Bret T. Pruehs stating that he had been hired by Defendants stating "it (the hood) also creates potential exhaust issues that may impact other Main Street Village tenants and their customers."

On or about June 10, 2014 the Defendants, through their Attorney Bret T. Pruehs states that the Defendants are not willing to consent to the installation of the hood given what it PERCIEVES to be a lack of cooperation on all other matters.

Then on or about July 15, 2014 Defendants, through their Attorney Bret T. Pruehs states that "at this time, USA Limited Partnership V., L.P. ("Landlord") is unwilling to grant its consent which is necessary for you to install a hood" "The improvements to the Property that you seek entail exterior modifications, would create additional maintenance responsibilities for Landlord and will affect other tenants."

70. That on or about April 15, 2014 it was noticed that the fire extinguishers by the rear door and the one in the kitchen were out of date. An email was sent to Defendants to have someone come and replace them with current fire extinguishers and mount the one in the kitchen which was on the floor.

71. That on or about April 15, 2014 a letter was written to Defendants from Plaintiffs Attorney asking that the site visit Defendants were requiring in order to evaluate the kitchen area for the hood be done between 8 am and 9 am which is prior to any kitchen staff arriving to prepare for the days food service and to not interfere with the Plaintiffs business.

72. That on or about April 17, 2014, Defendants claim that Dr. Marnix Snijder resides full time in Switzerland and is not available for lease related matters.
73. That on or about April 21, 2014, Defendants gave dates of May 29, May 30, June 5 or June 6, 2014 as potential dates to do the Defendant required site visit.
74. That on or about April 21, 2014, Plaintiffs agreed to have the site visit by Defendants on May 30, 2014 at 9:00 am.
75. That on or about May 1, 2014, Plaintiffs asked the Defendants how long they thought the site visit would take and their Attorney Bret Pruehs responded that it should not take more than 45 minutes but that he could not put that in writing.
76. That on or about May 1, 2014 Plaintiff shared her concern was that their kitchen staff arrived to work each day at 9:30 am and she was fearful that the visit would interfere with the preparation of their stations for food service.
77. That on or about May 2, 2014 Dana, Defendants landscaper, came into MUNCHIES stating that he had no time to plant the new plants outside of the store and was going to leave them outside to be planted on Monday. Plaintiffs agreed to take five minutes to move the plants that she had placed outside but Dana stated he needed to wait until Monday.
78. That on or about May 5th, 2014 Defendants sent out an email that stated the complex was going to be powerwashed on May 8, 2014. Awnings were to be included. On May 8, 2014 the buildings were powerwashed but the MUNCHIES awning was never cleaned.
79. That on or about May 5th, 2014 Plaintiffs emailed Defendants to ask why the plants were not yet planted and the pinestraw updated as had been done to the rest of the community.

80. That on or about May 17, 2014 Plaintiffs texted Defendants to let them know that the air conditioner in the kitchen had stopped working.
81. That on or about May 17, 2014 Defendant responded to Plaintiffs text message with the name and telephone number for Superior Heating and Air and stated that the number was on the vendor list Defendant brought over for Plaintiff to use.
82. That on or about May 19, 2014 Plaintiff made Defendant aware that the air conditioner was going to be looked at by Superior Heating and Air on Thursday morning as this was the first available morning appointment that would not interfere with the preparation of food in the kitchen.
83. That on or about May 22, 2014 Superior Air was to conduct a site visit and evaluation of the kitchen air conditioning unit. The scheduled time was at 9 am. Unfortunately, they could not get their staff to MUNCHIES at that time and when Plaintiff asked to reschedule for the following day as the MUNCHIES kitchen staff had already come to work and started preparation on the days food service they were told NO.
84. That on or about May 22, 2014 Superior Air determined from the condition of the outside unit being over 20 years old and their evaluation from doing semi annual check ups that the unit needed to be replaced.
85. That on or about May 22, 2014 Plaintiff received an email from Defendant stating that Superior Heating and Air informed her of the air conditioning unit in our kitchen being out even though she had been copied on each email from Merrelyn Rogers, Defendant.
86. That on or about May 30th, 2014 Defendants Ms. Bryant and Ms. Rogers came to MUNCHIES for their site visit. They took one quick look at the stove that Plaintiffs had purchased for cooking and took a couple pictures of the area where the hood was to be

installed. Plaintiffs confirmed with Defendants that they had all the permits and specifications they had previously requested and offered any additional information if they needed any. Nothing additional was asked for and the visit took approximately 15 minutes in total.

87. That on or about May 30th, 2014 during their onsite visit Plaintiffs pointed out to Defendants where the air conditioner handler was in relation to the food preparation area (Right above it) and that is why it was asked that the installation of the new air conditioner be done out of hours, weekends or Sundays as there is no food service.
88. That on or about June 3, 2014 (which was received by Plaintiffs on June 5, 2014) Defendants through their Attorney Bret Pruehs sent a letter to Plaintiffs asking for \$ 444.59 for "additional rent" for Defendants going over budget for the maintenance of the community. Plaintiff never did receive the invoice and it is based on information and belief that no other tenant was charged a 10% late fee for this invoice.
89. That on or about June 3, 2014 (which was received by Plaintiffs on June 5, 2014) Defendants through their Attorney Bret Pruehs sent a letter to Plaintiffs stating that Defendant would like to coordinate the installation of the HVAC unit on a day of "Tenants Choice" and also offered to coordinate the installation on a weekend at an additional cost of \$ 700.00 to Tenant".
90. That on or about June 3, 2014 (which was received by Plaintiffs on June 5, 2014) Defendants through their Attorney Bret Pruehs sent a letter to Plaintiffs stating that "Landlord has been told by Superior that it is necessary to have a couple of hours of significant access to the kitchen area in the Property and limited access thereafter. Previously, other tenants and Landlord have successfully replaced HVAC units without

having to close or cease food preparation for a full day.” Defendants also state that “None of the other restaurants in Main Street that had HVAC units replaced were forced to shut down for a full day.”

91. That on or about June 3, 2014 (which was received by Plaintiffs on June 5, 2014)

Defendants through their Attorney Bret Pruehs sent a letter to Plaintiffs that “Superior Air” advised Landlord that the HVAC unit in the Property that is functioning propely is not meant to cool the property without the support of a second unit.” “That Superior Air concludes that continued operations without a properly functioning HVAC unit islikely to damage the other unit in the Property, poses a potential mold risk and safety hazard for Munchies staff and customers, and entails significant financial risk.

92. That on or about June 3, 2014 (which was received by Plaintiffs on June 5, 2014)

Defendants through their Attorney Bret Pruehs sent a letter to Plaintiffs that they had 30 days from the date of the letter of June 3, 2014 to coordinate the installation.

93. That on or about June 10, 2014 Defendants Attorney Bret Pruehs and Plaintiff Lisa Bryan

have a phone conversation regarding the issues outstanding and their resolution. The additional CAM fee with interest was to be paid June 11, 2014 and the HVAC was to be installed on Sunday, June 22, 2014 at 9 AM.

94. That on or about June 11, 2014 an email from Defendants Attorney Bret Pruehs to

Plaintiffs states:

Ms. Bryant scheduled the air conditioning installation for Sunday, 6/22/14. Superior will arrive around 9 am, and they expect to have all work completed in time for you to open at 4:30 for ice cream. The \$700 charge is a flat fee for after hours (or weekend) installation, and there's no "savings" associated with completing prep work at another time. Landlord is being charged \$700 and will charge you \$700. Landlord can provide backup documentation as to Superior's invoice.

95. That on June 11, 2014 a check in the amount of \$ 444.59 was accepted by Defendants and passed through Plaintiffs bank for payment.
96. That on or about June 12, 2014 Plaintiff again sent text message to Merrelyn Rogers, Defendant that the trash outside of MUNCHIES was overflowing for TWO DAYS and attracting flies.
97. That on or about June 12, 2014, Defendant replied to Plaintiffs text message by stating:
- “ Dana is here with me now so as a courtesy he will empty it (trash) for you today. The maintenance is done on Monday, Wednesday and Friday. If you feel your can needs to be emptied between those days then you would need to do that. Thanks. Merrelyn.”***
98. That on or about June 12, 2014 Dana, Maintenance Crew leader, came over to empty the trash. When I saw Dana I asked him to make sure that Defendants knew that the trash had not been emptied in days. His response was “ I am not getting in the middle of your dispute with Ms. Rogers.” It was clear that Defendant had spoken to him about Plaintiff.
99. That on or about June 13, 2014 Defendant, Ms. Bryant emails Plaintiffs that the HVAC installation has been moved to Monday, June 16th at 9:00 am stating:
- After further discussion with Superior Heating and Air regarding the elevated risk of having the one AC unit fail and the possibility of other adjacent suites being effected, we have scheduled to have the new unit installed in your suite on Monday, June 16th beginning at approximately 9am. It has been requested that Superior Heating and Air cover effected areas of the kitchen with a tarp, however the landlord does not guarantee this will be done.***
100. That on or about June 13, 2014 Plaintiff informed Defendants through their Attorney Bret Pruehs that there was an agreement made and scheduled to install the HVAC system on June 22, 2014 as to not interfere with Plaintiffs business.
101. That on or about June 13, 2014 Plaintiff received the following from Defendants Attorney Bret Pruehs:

“Landlord has agreed to schedule the installation as early as possible to accommodate your schedule. Landlord has previously had numerous discussions with its HVAC vendor to attempt to accommodate your demands. Its vendor has declined to schedule the installation for Father’s Day and July 4 Holiday which you have previously advised are acceptable. We agreed that Sunday, June 22, was acceptable, and Landlord took steps to seek to assure that your 4:30 pm opening on June 22 would not be disrupted. This was all in a good faith effort to accommodate you.

Unfortunately, circumstances have changed. Landlord now has reason to believe that the HVAC unit needs to be replaced, and that a failure to install the new unit puts other HVAC units, including the other one in your suite, at risk. This is a risk that Landlord does not believe that it can accept. Landlord has gone to great efforts to accommodate you, but it needs the access to which it is entitled. If you do not cooperate and grant the access as requested on Monday, Landlord will consider it a default under your lease. All reasonable accommodations will be made to minimize the disruption to your operations. Landlord is contacting its vendor to ask that efforts be made to arrive prior to their regularly scheduled arrival time of 9:00 so as to minimize the disruption, though we do not know whether they are in a position to accommodate the request.”

102. That on or about June 13, 2014 Plaintiffs pleaded with Defendant through their attorney to keep to the agreed scheduled installation date for the HVAC system to Sunday, June 22, 2014 but was told that they would be “KICKED OUT” if they did not obey and allow the installation to take place on June 16, 2014 during the normal business hours.

103. That on or about June 13, 2014 Plaintiffs sent an email to Defendants through their attorney to confirm what they were told. The email is as follows and was never answered:

Mr. Pruehs.

Per our conversation of a few minutes ago, I am sending you this email to outline the details of the conversation we just had:

That Superior is not available on Sunday, June 15 to do the installation as it is Fathers Day. That Superior is not available on July 4th, to do the installation as it is a Holiday, That Superior is not available to come early on Monday, June 16th to do the installation as they are not available early mornings and finally that they do not want to wait until the date of Sunday, June 22nd at 9 am which was previously agreed to in an email and that the only available time to do the installation is Monday, June 16th at 9 am.

Finally, I was told that if we do not allow the installation that we would be "KICKED OUT" even though we have proven that such an installation would

interfere with our daily operations and we would need to close and that our lease specifically states:

5.6 Access by Landlord. Landlord may have access to the Premises during normal business hours for the purpose of examining the same, and at all reasonable times for making any alterations or repairs to the Building that may be necessary, provided that such access shall not interfere with Tenant's business.

104. That on or about June 16, 2014 Defendant Superior Air arrived at 9:00 am. Men stated that they were never asked to come in early. Received work order when they arrived at regular time. Stated that they were surprised as they were set to work on June 22nd, 2014 for the Sunday installation. Superior Air staff stated that it would take up to 8 hours to complete the work and our kitchen would be out of commission during that whole time.

105. That on or about June 16, 2014 an email was sent to Defendant and their Attorney Bret T.

Pruehs from Plaintiffs stating at 9:08 AM:

The guys from superior just came and said it is going to be a mess in the kitchen and we will not be able to conduct a foodservice. We have approved them doing the work anyway per your demand that it be done today. They have just started.

106. That on or about July 2, 2014 Plaintiff received the following email from Defendant Ms.

Bryant:

"we are scheduled to have our vendor, Superior Heating and AC on site, Thursday July 9th to do the semi-annual AC inspection. They will only be inspecting the front unit and will require at the most 5 minutes in the suite. There will not be a scheduled for them to arrive, it will be sometime during that day."

107. That on or about July 2, 2014 Plaintiff responded to Defendants email with:

"Since they will be opening ceiling tiles they need to come prior to us unwrapping our front cases for the day. We have always scheduled an appointment at nine am. Please let me know what day they will be coming or as we have done for three years now schedule the inspection directly with them. Lisa"

108. That on or about July 2, 2014, Plaintiff stated that she will be at MUNCHIES at nine am.

109. That on or about July 2, 2014 Plaintiffs received an email regarding the annual AC

inspection from Defendant Ms. Bryan stating:

109. That on or about July 2, 2014 Plaintiffs received an email regarding the annual AC inspection from Defendant Ms. Bryan stating:

“Again, to clarify the inspection will be on Wednesday, July 9th and the time is not guaranteed.”

110. That on or about July 9th, 2014 Superior Air showed up at MUNCHIES for what the Plaintiff thought was the annual inspection of the front unit as described in Defendants email of July 2, 2014

111. That on or about July 9th, 2014 Plaintiff showed Superior Air the thermostat for the front Air conditioning unit but the gentlemen that came to MUNCHIES stated that he was there to check on the kitchen unit. He stated that this was not the semi annual inspection as he was only scheduled to visit Frankie Bones and MUNCHIES. Plaintiff showed the representative from Superior Air the email from Defendant Ms. Bryant and stated that was not was on his work order. When he showed Plaintiff the work order a sentence was highlighted in yellow which stated *“do not tell the lady anything.”*

Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing

The Plaintiffs entered into a lease agreement with Defendants to open a restaurant for the retail space located at 1407 Main Street, HHI, SC 29926. The lease specifically states that the space is to be used for a restaurant. There are no specifications as to what type of restaurant just that MUNCHIES needs to be a restaurant through the duration of the fifteen year lease. There are no specifications in the original lease as to the menu items that the Plaintiffs can provide to their customers. There are no specifications as to any limitations to the type of food that Plaintiffs can provide to their customers. But the Defendants have continually made it difficult

for the Plaintiff to service their customers. Provided in the lease is the ability for Plaintiffs to install trade equipment under section 5.3 to allow them to do business.

5.3 Trade Fixtures. Tenant may install and operate, at Tenant's expense, trade fixtures and equipment. In so doing, Tenant shall comply with all requirements of federal, state and local laws, rules and regulations. Tenant at all times shall have the right to remove all fixtures and equipment or other property heretofore or hereafter furnished or installed by Tenant, provided that Tenant shall repair any and all damage caused by such removal. It is expressly understood and agreed that any such property shall not become part of the Premises but shall at all times be and remain the property of Tenant.

In November of 2013, December 2013, January 2014, February 2014 and March 2014, Plaintiffs tried to meet with Defendants to discuss the installation of a hood and a stove to better service their customers along with other items. Defendants acknowledged Plaintiffs but the Defendants failed to set up a time / date. The Plaintiffs even had a conversation with Defendant Ms. Rogers that the Plaintiffs intended on installing a hood system. NEVER did anyone call, email or text Plaintiffs not to move forward. On April 6th, 2014 the hood system that cost the Plaintiffs in excess of \$ 10,000 was to be installed. Plaintiffs were using all approved contractors from Main Street. On April 2, 2014, without a phone call to Plaintiffs all contractors were called to cease the installation. The Defendant have given three reasons for not allowing the installation on three different occasions.

April 11, 2014: Halted Hood Installation: "it (the hood) also creates potential exhaust issues that may impact other Main Street Village tenants and their customers."

June 10, 2014 Not willing to consent to the installation of the hood given what it PERCIEVES to be a lack of cooperation on all other matters.

July 15, 2014: Unwilling to grant its consent which is necessary for you to install a hood" "The improvements to the Property that you seek entail exterior modifications, would create additional maintenance responsibilities for Landlord and will affect other tenants."

There are four other restaurants in Main Street Village and ALL have restaurant hoods.

Contracts in this State includes a covenant of good faith and fair dealing. The Restatement (Second) Contracts, Section 205 states: "Every contract imposes upon each party a duty of good faith and fair dealing in its performance and enforcement." The Uniform Commercial Code (UCC) also imposes a duty of good faith. UCC Section 1-203 provides: "Every contract or duty within the Act imposes an obligation of good faith in its performance or enforcement." The UCC sets forth the extent of that obligation depending on the status (merchant v nonmerchant, etc.) of the contracting parties.

Tenant has faithfully paid rent for the duration of the Lease, which has spanned over three and one half years to-date. Moreover, out of willingness to be a good Tenant, Plaintiff agreed to execute an amendment to the Lease on March 27, 2013, to allow Defendants to settle a dispute with current tenant Subway. This amendment required Plaintiffs to restrict its menu offerings to eliminate selling 6 and 12 inch sub type sandwiches that they had on their menu. Plaintiffs freely agreed to do without consolation. Aside from this recent matter, Defendants have been a faithful Tenant and strived to meet all reasonable requests of Defendant. Plaintiffs have recently won Hilton Head Monthly Awards for best restaurant, been instrumental in the award to Main Street Village as best place to shop and recently won six Island Packet readers choice awards only adding to the visibility of Main Street Village. This is the specific reason for adding the additional equipment to the kitchen as it will help service their growing business and potentially allow Plaintiffs the ability to sell MUNCHIES.

Defendants have refused the Plaintiffs request to install a restaurant hood even though it is allowed under their lease. Defendants have also breached the Implied Covenant of Good Faith and Fair Dealing by not giving a "real" reason to deny the Plaintiffs the ability to add the

necessary equipment to service their customers while adding a dinner service to their menu. The loss to Plaintiffs is at minimum \$1000.00 per day for the remaining 11.5 years or 4197 days. Factoring in cost of living increases, the loss to Plaintiffs is \$ 5,000,000.00. Additionally, Plaintiffs have a loss of \$ 10,000.00 for the hood and \$ 300,000.00 for the loss of ability to sell MUNCHIES.

Breach of Quiet Enjoyment

Plaintiffs current lease has a clause allowing Plaintiffs Quiet Enjoyment of the property they are leasing at 1407 Main Street, HHI, SC under section 5.7:

5.7 Quiet Enjoyment. Landlord hereby warrants, covenants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Initial Term and Extension Periods, if any, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises.

Defendants have continually disturbed Plaintiffs. First it was the SUBWAY issue with the SUBWAY lease stating that no one in Main Street Village can sell like sandwiches. The Defendants failed to write into the Plaintiffs lease anything limiting their menu items but the Defendants continued to harass Plaintiffs even to go as far as to threaten to have them evicted. The Plaintiffs were continually told to sign addendums from SUBWAY attorneys that they did not agree with and sign documents that they did not have the opportunity to share with their own attorney which was delivered to Plaintiffs one day in person, unannounced, by Defendants making a scene in MUNCHIES with customers present. Defendant, Ms. Rogers continually came into MUNCHIES demanding that Plaintiffs come out of the kitchen each time she came into the store unannounced to deliver some miscellaneous flyers even though the manager at MUNCHIES told her that she could leave them with her and that Plaintiffs were busy. On many

occasions, the garbage in front of MUNCHIES was not picked up..and is still not always picked up and when it was overflowing the Plaintiff asked to have the trash emptied. Plaintiff was told that because she has service outside she is going to need to empty the trash herself even though Plaintiffs pay for trash removal with their rent. Defendants never took into account that people empty their car trash in the outside containers. Instead they blamed Plaintiffs for having a food service outside. The mats in front of MUNCHIES were washed with bleach one morning without notice not allowing Plaintiffs customers to eat outside and the same maintenance crew painted the light pole right beside the outdoor dining area for MUNCHIES during the lunch rush putting ladders in the eating area and again preventing customers from eating outside due to the horrible paint smell. The Defendant, Ms. Rogers came into MUNCHIES waving a dirty trash bag during the dinner hour with customers present yelling at the young staff. Defendants insisted on installing an HVAC unit during MUNCHIES lunch hours eliminating business for the entire morning and early afternoon even though a date of Sunday, June 22, 2014 was agreed to with Defendants legal council and MUNCHIES was closed threatening to have Plaintiffs “KICKED OUT” if they did not comply. Plaintiffs were even willing to pay the \$ 700.00 surcharge being charged by Superior Air to Plaintiffs for the Sunday installation even though all over their trucks and advertisements it states “no overtime costs” and “we work 24 hours per day”. Superior Air made no attempt to come early as requested and continually made excuses for landlord to have the HVAC unit be installed during normal business hours instead of at a time that was not business effecting to Plaintiffs. Defendants and Superior Air scheduled a so called “Semi Annual HVAC checkup” during the normal business hours even though all other inspections have been scheduled by Plaintiffs with Superior directly as to not interrupt the business. The Semi Annual HVAC checkup was not the semi annual but rather an attempt to aggravate Plaintiffs. No other

tenants other than Frankie Bones were seen that day by Superior Air. The Superior Air employee stated that it was not an inspection and that even though Defendant, Ms. Bryant stated in her email that it was for the front unit, the work order was for the rear kitchen unit where the Plaintiff had already started preparing for her food service for that day. On the work order it specifically stated "do not give any information to the lady" per Defendant Ms. Rogers. Superior Air is in collusion with Defendant to harass Plaintiffs.

One of the most disturbing breach of quiet enjoyment is Defendants constant sharing of their perceived issues with Plaintiffs with other tenants and contractors. This is not only breaching the Plaintiffs quiet enjoyment but violating Plaintiffs privacy. It is believed that Defendants want Plaintiffs out as they are still in conflict with SUBWAY. Defendants even went as far as to state in their last letter that they were *denying the hood installation but that Defendants would be open to an early termination of the Plaintiffs lease.*

THIS HINDRANCE of not allowing the installation of the Restaurant Hood to advance the capabilities of the Plaintiffs is a barrier impeding Plaintiffs ability to grow their business and service their customers. The Defendants continued threats of "kicking plaintiffs out if they do not comply are against all aspects of Plaintiffs rights to peaceable and quiet enjoyment.

The Defendants and Superior Air interference with Plaintiffs *right to have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises* has greatly diminished the Plaintiffs ability to grow their business and has caused the infliction of emotional distress and harassment. The compensation Plaintiffs are asking for \$ 1,750,000.00 in damages as there are still 11.5 years on the current lease and the Plaintiffs believe that the emotional distress and harassment will continue through the remainder of their lease.

Discrimination

Defendants continue to retaliate against Plaintiffs for asking that Defendants live up to the lease that is currently in effect between the parties. Superior Air is a contributor as they continually feed Defendants information that will affect the Plaintiffs ability to do business and their continued harassment. The Defendants are discriminating against Plaintiffs as they are the only restaurant at Main Street Village that is not allowed to have a hood system. Main Street Café has a hood system. Frankie Bones has a hood system. Wise Guys has a hood system which was recently installed with the expansion of their space. Ruan has a hood system that was installed when they took over the old Magiamo Space. All these businesses are owned by men. All of these businesses were not turned away from making any improvements to their rented space. Only Plaintiff, woman owned business has been turned away. It is by information and belief that not all of the improvements made to these locations were approved prior to the changes and some were major. These discriminatory practices by Defendants have prevented Plaintiffs from growing their business and the ability for them to service their customers. These practices have caused both financial and emotional harm in the amount of \$ 500,000.00

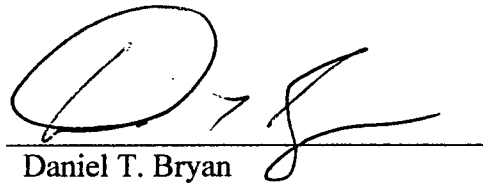
Summary

Plaintiffs have proven their case for the Breach of Contract and Breach of the Implied Covenant of good Faith and Fair Dealings, Breach of Quiet Enjoyment and Discrimination causes of action as the Defendants have continually denied and unreasonably withhold Plaintiffs ability to add a trade fixture allowed in their lease to enable them to improve their business and service their customers and eventually sell their business. The Defendants continually disrupt the Plaintiffs business by scheduling installations and inspections during the normal business day

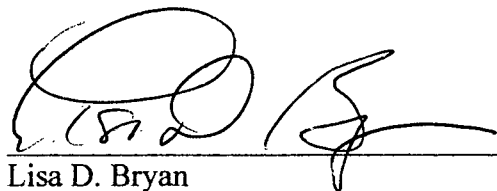
causing them to close for that time period with threats of "kicking" Plaintiffs out. Superior Air is in collusion with Defendants to force Plaintiffs to lose business. The Defendants continued harassment is not towards other businesses which are owned by men. Plaintiffs are the ONLY business where improvements have been denied. These breaches and partialities between the parties have and will continue to cause harm to the Plaintiffs. These actions will also cause Plaintiffs personal hardship as MUNCHIES is the main avenue of income for our family.

WHEREFORE, the Plaintiff prays this honorable court award for a judgment in favor of Plaintiff for a total judgment of \$ 7,560,000 for the causes of action brought by Plaintiffs against Defendants and Superior Air for Plaintiffs financial and emotions harm considering there is eleven and one half (11.5) years remaining on the Plaintiffs lease.

July 29, 2014



Daniel T. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433



Lisa D. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

Respondents Answer to Appellants Complaint dated September 3, 2014; filed Sept. 9, 2014

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Daniel T. Bryan, Lisa D. Bryan, and
Beach Deli Enterprises, D/B/A MUNCHIES,

Plaintiffs,

v.

Dr. Marnix Snijder, USA Limited Partnership
V, L.P., Merrelyn Rogers, Renita Bryant,
Dimara Atlanta Investment Corp., and Superior
Heating and Air, Inc.

Defendants.

) IN THE COURT OF COMMON PLEAS

) Civil Action No.: 2014-CP-07-1811

)
)
) **ANSWER OF DEFENDANTS DR.**
) **MARNIX SNIJDER,**
) **USA LIMITED PARTNERSHIP V,**
) **MERRELYN ROGERS,**
) **RENITA BRYANT, AND**
) **DIMARA INVESTMENT CORP.**
) **TO PLAINTIFFS' COMPLAINT**
)
)
)

Defendants Dr. Marnix Snijder, USA Limited Partnership V, Merrelyn Rogers, Renita Bryant, and Dimara Atlanta Investment Corp. hereby submit their Answer to Plaintiffs' Complaint as follows:

FOR A FIRST DEFENSE

1. That they deny each and every allegation of the complaint not hereinafter specifically admitted, qualified or explained.

Response to the Introductory Paragraphs of the Complaint

2. Defendants admit the allegations of paragraph 1 of the complaint.
3. Defendants admit the allegations of paragraph 2 of the complaint.
4. Defendants lack knowledge or information sufficient to form a belief as to the truth of the matters alleged in paragraph 3 and so deny the same.
5. Defendants admit the allegations of paragraph 4 of the complaint.
6. Defendants lack knowledge or information sufficient to form a belief as to the truth of the matters alleged in paragraph 5 and so deny the same.
7. Defendants lack knowledge or information sufficient to form a belief as to the truth of the matters alleged in paragraph 6 and so deny the same.

8. Defendants deny the allegations of paragraph 7 of the complaint.
9. Defendants admit the allegations of paragraph 8 of the complaint.
10. Defendants admit the allegations of paragraph 9 of the complaint.
11. Defendants admit the allegations of paragraph 10 of the complaint.
12. Defendants admit the allegations of paragraph 11 of the complaint.
13. Defendants admit the allegations of paragraph 12 of the complaint.
14. Defendants deny the allegations of paragraph 13 of the complaint.

Response to "Summary of Facts"

15. Defendants admit so much of paragraph 1 that alleges that Beach Deli Enterprise, Inc. entered into a lease agreement with one of defendants at the location specified, and defendants lack information or knowledge sufficient to form a belief as to the truth of the remaining matters alleged therein and so deny the same.
16. Defendants deny the allegations of paragraph 2.
17. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 3 and so deny the same.
18. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 4 and so deny the same.
19. Defendants deny the allegations of paragraph 5.
20. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraphs 6 through 29 and so deny the same.
21. Defendants admit the allegations of paragraph 30 except that it denies that defendant Bryant is properly named therein.
22. Defendants admit so much of the allegations of paragraphs 31 through 36 that are consistent with the written statements in the documents referenced therein, and defendants crave reference to such documents for the full content.
23. Defendants with respect to the allegations of paragraph 37 admit only the first

- sentence and subsection (c). Defendants lack knowledge or information sufficient to form a belief as to the truth of the matters alleged in subsections (a) and (d) and so deny the same. Defendants deny the allegation of subsection (b), (e) and (f).
24. Defendants deny the allegations of paragraph 38 as stated except that defendants Bryant and Rogers did visit Munchies on or around that date.
25. Defendants admit the allegations of paragraph 39 except deny the date was March 27, 2013, not May 27, 2013 as alleged.
26. Defendants admit the allegations of paragraph 40.
27. Defendants deny the allegations of paragraph 41.
28. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 42 and so deny the same.
29. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 43 and so deny the same.
30. Defendants deny the allegations of paragraph 44.
31. Defendants admit only so much of the allegations of paragraph 45 that Lisa Bryan sent an email to Bryant and Rogers and defendants crave reference to that email for its substance.
32. Defendants deny the allegations of paragraph 46 as stated and admit only that pictures were sent to defendants by plaintiffs.
33. Defendants deny the allegations of paragraph 47.
34. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 48 and so deny the same.
35. Defendants deny the allegations of paragraph 49 as stated except to admit that an email was sent on July 11, 2013 and the contents of that email speaks for itself.
36. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 50 and so deny the same.

37. Defendants deny the allegations of paragraph 51.
38. Defendants deny the allegations of paragraph 52.
39. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 53 and so deny the same.
40. Defendants deny the allegations of paragraph 54 as stated except to admit that an email was sent and the contents of that email speaks for itself.
41. Defendants deny the allegations of paragraph 55 as stated except to admit that an email was sent and the contents of that email speaks for itself.
42. Defendants admit so much of paragraph 56 that plaintiffs asked for a copy of a liability insurance policy.
43. Defendants admit the allegations of paragraph 57.
44. Defendants deny the allegations of paragraph 58 as stated except to admit that an email was sent and the contents of that email speaks for itself.
45. Defendants deny the allegations of paragraph 59.
46. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 60 and so deny the same.
47. Defendants deny the allegations of paragraph 61 as stated except to admit that an email was sent and the contents of that email speaks for itself and that the Lease speaks for itself.
48. Defendants admit the allegations of paragraph 62.
49. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 63 and so deny the same.
50. Defendants deny the allegations of paragraph 64 as stated except to admit that an email was sent and the contents of that email speaks for itself and that the Lease speaks for itself.
51. Defendants lack information or knowledge sufficient to form a belief as to the truth

of the allegations of paragraph 65 and so deny the same.

52. Defendants deny the allegations of paragraph 66 as stated except to admit that an email was sent and the contents of that email speaks for itself and that the Lease speaks for itself.
53. Defendants deny the allegations of paragraph 67.
54. Defendants admit the allegations of paragraph 68.
55. Defendants deny the allegations of paragraph 69 as stated except to admit that letters were sent and the contents of those letters speaks for themselves and that the Lease speaks for itself.
56. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 70 and so deny the same, except that defendants admit that an email was received by some Defendants on April 15, 2014 and the contents of the email speaks for itself.
57. Defendants deny the allegations of paragraph 71 as stated except to admit that a letter was sent and the contents of that letter speaks for itself.
58. Defendants deny the allegations of paragraph 72 as stated except to admit that a letter was sent and the contents of that letter speaks for itself.
59. Defendants admit the allegations of paragraph 73.
60. Defendants admit the allegations of paragraph 74.
61. Defendants deny the allegations of paragraph 75 as stated except that a conversation did occur between Lisa Bryan and Brett Pruehs.
62. Defendants admit the allegations of paragraph 76.
63. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 77 and so deny the same.
64. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 78 and so deny the same.

65. Defendants deny the allegations of paragraph 79 as stated except to admit that an email was sent and the contents of that email speaks for itself.
66. Defendants deny the allegations of paragraph 80 as stated except to admit that a text was sent and the contents of that text speaks for itself.
67. Defendants admit the allegations of paragraph 81.
68. Defendants admit the allegations of paragraph 82.
69. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 83 and so deny the same.
70. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 84 and so deny the same.
71. Defendants deny the allegations of paragraph 85 as stated except to admit that an email was sent and the contents of that email speaks for itself.
72. Defendants deny the allegations of paragraph 86 as stated except to admit Bryant and Rogers came to Munchies for a site visit and took pictures.
73. Defendants admit only so much of the allegations of paragraph 87 that a discussion took place about the air condition handler in relation to the food preparation area.
74. Defendants deny the allegations of paragraph 88 except that a letter was sent and allege that the letter speaks for itself.
75. Defendants deny the allegations of paragraph 89 except that a letter was sent and allege that the letter speaks for itself.
76. Defendants deny the allegations of paragraph 90 except that a letter was sent and allege that the letter speaks for itself.
77. Defendants deny the allegations of paragraph 91 except that a letter was sent and allege that the letter speaks for itself.
78. Defendants deny the allegations of paragraph 92 except that a letter was sent and allege that the letter speaks for itself.

79. Defendants admit the allegations of paragraph 93.
80. Defendants deny the allegations of paragraph 94 except that a letter was sent and allege that the letter speaks for itself.
81. Defendants admit the allegations of paragraph 95.
82. Defendants deny the allegations of paragraph 96 except that a text was sent and allege that the text speaks for itself.
83. Defendants deny the allegations of paragraph 97 except that a text was sent and allege that the text speaks for itself.
84. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 98 and so deny the same.
85. Defendants deny the allegations of paragraph 99 as stated except to admit that an email was sent and the contents of that email speaks for itself.
86. Defendants deny the allegations of paragraph 100 except that a verbal communication between Lisa Bryan and Bret Pruehs occurred on June 22, 2013.
87. Defendants deny the allegations of paragraph 101 except that a written communication was sent and allege that the written communication speaks for itself.
88. Defendants deny the allegations of paragraph 102 as stated except that a verbal communication between Lisa Bryan and Bret Pruehs occurred on June 22, 2013 and Bryan was informed that if the tenant took the actions threatened the landlord would consider it a default under the lease which potentially could result in tenant being kicked off the premises.
89. Defendants deny the allegations of paragraph 103 as stated except to admit that email were exchanged and the contents of those emails speak for themselves.
90. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 104 and so deny the same.

91. Defendants deny the allegations of paragraph 105 as stated except to admit that an email was sent and the contents of that email speaks for itself.
92. Defendants deny the allegations of paragraph 106 as stated except to admit that an email was sent and the contents of that email speaks for itself.
93. Defendants deny the allegations of paragraph 107 as stated except to admit that an email was sent and the contents of that email speaks for itself.
94. Defendants admit the allegations of paragraph 108.
95. Defendants deny the allegations of paragraph 109 as stated except to admit that an email was sent and the contents of that email speaks for itself.
96. Defendants deny the allegations of *the second* paragraph 109 as stated except to admit that an email was sent and the contents of that email speaks for itself.
97. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 110 and so deny the same.
98. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations of paragraph 111 and so deny the same.

Defendants Response to the Plaintiffs' Claim for "Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing"

99. The Defendants deny the allegations in the section of the Complaint entitled "Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing" and in further response to the allegations of this section at pages 24-27 of the Complaint, the Defendants allege that they did nothing wrong, that the Lease speaks for itself and the legal remedies between the lessor and lessee are spelled out therein, and that the lessor is not required in any way to allow a lessee to make changes to the structural components and roof of the premises.
100. The Defendants deny that they are liable for any damages claimed by plaintiffs.

Defendants Response to the Plaintiffs' Claim for "Breach of Quiet Enjoyment"

101. The Defendants deny the allegations in the section of the Complaint entitled "Breach Quiet Enjoyment" and in further response to the allegations of this section at pages 27-29 of the Complaint, the Defendants allege that they did nothing wrong, that the Lease speaks for itself and the legal remedies between the lessor and lessee are spelled out therein, and that the lessor is not required in any way to allow a lessee to make changes to the structural components and roof of the premises.
102. The Defendants deny that they are liable for any damages claimed by plaintiffs.

Defendants Response to the Plaintiffs' Claim for "Discrimination"

103. The Defendants deny the allegations in the section of the Complaint entitled "Discrimination" and in further response to the allegations of this section at page\ 30 of the Complaint, the Defendants allege that they did nothing wrong, that the Lease speaks for itself and the legal remedies between the lessor and lessee are spelled out therein, and that the lessor is not required in any way to allow a lessee to make changes to the structural components and roof of the premises.
104. The Defendants deny that they are liable for any damages claimed by plaintiffs.

Defendants Response to the Plaintiffs' "Summary"

105. The Defendants deny the allegations in the section of the Complaint entitled "Summary" and in further response to the allegations of this section at pages 30-31 of the Complaint, the Defendants allege that they did nothing wrong, that the Lease speaks for itself and the legal remedies between the lessor and lessee are spelled out therein, and that the lessor is not required in any way to allow a lessee to make changes to the structural components and roof of the premises.
106. The Defendants deny that they are liable for any damages claimed by plaintiffs.

FOR A SECOND DEFENSE

107. The plaintiffs Daniel T. Bryan and Lisa D. Bryan do not have standing to bring claims personally that belong to the lessee under the Lease, Beach Deli Enterprises, Inc.

FOR A THIRD DEFENSE

108. The plaintiffs Daniel T. Bryan and Lisa D. Bryan are not permitted under South Carolina law to represent the interests of Beach Deli Enterprises, Inc., a South Carolina corporation, in the South Carolina Court of Common Pleas as upon information and belief, neither are licensed to practice law in the State of South Carolina. Therefore, any claim of Beach Deli Enterprises, Inc. must be dismissed unless South Carolina legal counsel appears for that entity.

FOR A FOURTH DEFENSE

109. The Complaint fails to state a claim for which relief may be granted and so should be dismissed pursuant to S.C. Rule 12(b)(6).

FOR A FIFTH DEFENSE

110. The claims in the Complaint are frivolous and Defendants upon dismissal of the Complaint are entitled to their costs and attorney's fees under the South Carolina Frivolous Civil Proceeding Act.

FOR A SIXTH DEFENSE
BY WAY OF COUNTERCLAIM

111. The Landlord, USA Limited Partnership V, L.P., has fully performed all conditions of the Lease.

112. The Tenant, Beach Deli Enterprises, Inc., has instituted legal proceedings intended to harass the Landlord, its agents and employees in an attempt to force the Landlord to take actions that the Landlord is not required to take under the Lease.

113. The Tenant's actions are a breach of its implied duty of good faith and fair dealing under the Lease.

114. The Tenant's actions are a default under the Lease.

115. Should the Tenant not dismiss its Complaint with prejudice within thirty days of Tenant's receipt of this Answer and Counterclaim, Tenant shall not have cured its default.

116. Should Tenant not cure this default, then Landlord demands that Tenant vacate the

Premises it leases from the Landlord.

117. Should Tenant not cure this default and vacate the premises, the Landlord reserves all rights in law and equity under the Lease it may have against the Tenant.

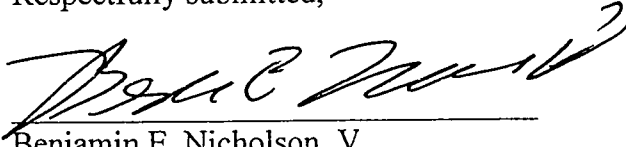
118. The Landlord seeks as damages any unpaid rent after Tenant's default, and Landlord's costs and attorney's fees arising out of the Tenant's default as allowed by the Lease.

FOR A SEVENTH DEFENSE
BY WAY OF COUNTERCLAIM

119. The Landlord, USA Limited Partnership V, L.P., pursuant to the South Carolina Declaratory Judgment Act, seeks a Declaration from this Court that it has breached no provision of the Lease with the Tenant, Beach Deli Enterprises, Inc.

WHEREFORE having fully answered this Complaint, the Defendants Dr. Marnix Snijder, USA Limited Partnership V, Merrelyn Rogers, Renita Bryant, and Dimara Atlanta Investment Corp. pray that the Complaint be dismissed, the relief requested by the Defendant USA Limited Partnership V, L.P. in its Breach of Contract and Request for Declaratory Judgment be granted, and all the defendants be awarded their costs and attorneys' fees from the Plaintiffs.

Respectfully submitted,



Benjamin E. Nicholson, V
McNair Law Firm, P.A.
Post Office Box 11390
Columbia, South Carolina 29211-1390
(803) 799-9791
nnicholson@mcnair.net

Attorney for Defendants

September 3, 2014
Columbia, South Carolina

Respondents Motion to Dismiss dated October 23, 2014

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) Civil Action No. 2014-CP-07-01811

Daniel T. Bryan, Lisa D. Bryan, and Beach)
Deli Enterprises d/b/a Munchies,)

Plaintiff,)

vs.)

Dr. Marnix Snijder, USA Limited)
Partnership V, L.P., Merrelyn Rogers,)
Renita Bryant, Dimara Atlanta Investment)
Corp., and Superior Heating and Air, Inc.,)

Defendants.)

**NOTICE OF MOTION AND
MOTION TO DISMISS**

TO: ALL PARTIES OF RECORD

YOU WILL PLEASE TAKE NOTICE that within ten (10) days of service of this Motion, or as shortly thereafter as counsel may be heard, Defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant, and Dimara Atlanta Investment Corp., by and through their undersigned attorneys and pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, move this Court for an Order dismissing Plaintiffs' claims against them. The grounds for this Motion are that the Plaintiffs claims against these Defendants arise from a commercial lease to which Plaintiff Beach Deli Enterprises Inc. is party but the Bryan Plaintiffs are not. By virtue of its status of a corporation, each Deli Enterprises Inc., d/b/a Munchies cannot be represented by a non-attorney in South Carolina. Further, the Bryan Plaintiffs do not have any cognizable claims against these Defendants because they are not parties to the commercial lease. Accordingly, Plaintiff Beach Deli Enterprises' claims must be dismissed without prejudice, and the Bryan Plaintiffs' claims must be dismissed with prejudice. This Motion will be supported by the Complaint in this matter, arguments of counsel and applicable law.

[SIGNATURE TO FOLLOW]

TURNER PADGET GRAHAM & LANEY P.A.

Charleston, S.C.

October 23, 2014

By: 

Jeffrey T. Stover

E-mail: jstover@turnerpadget.com

P. O. Box 22129

Charleston, South Carolina 29412

Telephone: (843) 576-2827

Fax: (843) 577-3369

ATTORNEYS FOR DEFENDANTS

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
Civil Action No. 2014-CP-07-01811

Daniel T. Bryan, Lisa D. Bryan, and Beach)
Deli Enterprises d/b/a Munchies,)
)
Plaintiff,)
)

vs.)
)

Dr. Marnix Snijder, USA Limited)
Partnership V, L.P., Merrelyn Rogers,)
Renita Bryant, Dimara Atlanta Investment)
Corp., and Superior Heating and Air, Inc.,)
)
Defendants.)

CERTIFICATE OF SERVICE

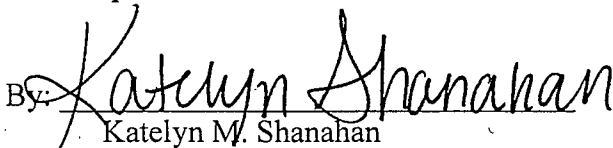
I hereby certify that on this 23 day of October 2014 a copy of the above and foregoing Notice of Motion and Motion to Dismiss has been mailed to all counsel of record, postage prepaid and properly addressed as follows:

Daniel T. Bryan
Lisa D. Bryan
4 Royal Crest Drive
Hilton Head Island, SC 29928
Plaintiffs (Pro Se)

Thomas J. Finn, Esq.
38 New Orleans Road
Hilton Head, SC 29928
Attorney for Plaintiff Beach Deli Enterprises

Benjamin Edward Nicholson, V
McNair Law Firm, P.A.
P.O. Box 11390
Columbia, SC 29211
*Attorney For Dr. Marnix Snijder, Usa Limited
Partnership V, L.P., Merrelyn Rogers, Renita
Bryant, And Dimara Atlanta Investment Corp.*

Jenny Costa Honey, Esq.
Best Honeycutt
P.O. Box 13466
Columbia, SC 29422
Attorney For Superior Heating And Air, Inc.

By: 

Katelyn M. Shanahan

TURNER PADGET

TURNER PADGET GRAHAM & LANEY P.A.

CHARLESTON
COLUMBIA
FLORENCE
GREENVILLE
MYRTLE BEACH

Jeffrey T. Stover

Reply to: Charleston Office

E-Mail: JStover@TurnerPadget.com

Writer's Direct Dial: (843) 579-2808 **2827**

Direct Fax: (843) 577-1656

October 23, 2014

Honorable Jerri Roseneau
Beaufort County Clerk of Court
P.O. Drawer 1128
Beaufort, SC 29901

Re: Daniel T. Bryan, Lisa D. Bryan and Beach Deli Enterprises d/b/a Munchies v. Dr. Marnix Snijder, USA Limited Partnership V. L.P., Merrelyn Rogers, Renita Bryant, Dimara Atlanta Investment Corp., and Superior Heating and Air, Inc.
Civil Action Number: 2014-CP-07-01811
Our File Number: 00623.1922

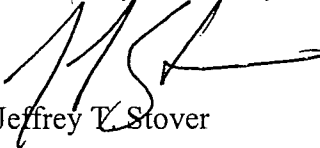
Dear Ms. Roseneau:

Enclosed you will find the original and one copy of Notice of Motion and Motion to Dismiss regarding the above-referenced matter. Please file the original and return the filed stamped copy in the self-addressed stamped envelope which is enclosed. I appreciate your assistance in this matter.

With Kindest regards, I am

Sincerely,

TURNER, PADGET, GRAHAM & LANEY, P.A.



Jeffrey T. Stover

Enclosures

BUSINESS • LITIGATION • SOLUTIONS

Gateway Center • Suite 200 • 40 Calhoun Street (29401) • PO Box 22129 • Charleston, SC 29413
Phone (843) 576-2800 • Fax (843) 577-3369 • turnerpadget.com

55

Daniel T. Bryan, Lisa D. Bryan, and Beach Deli
Enterprises d/b/a Munchies,

Plaintiffs,
vs.

Dr. Marnix Snijder, USA Limited Partnership V, L.P.,
Merrelyn Rogers, Renita Bryant, Dimara Atlanta
Investment Corp., and Superior Heating and Air, Inc.,

Defendants.

**MOTION AND ORDER INFORMATION
FORM AND COVER SHEET**

Plaintiffs' Attorney:

Daniel T. Bryan
Lisa D. Bryan
4 Royal Crest Drive
Hilton Head Island, SC 29928
PRO-SE PLAINTIFFS

Thomas J. Finn, Esq.
38 New Orleans Road
Hilton Head, SC 29928
ATTORNEY FOR BEACH DELI ENTERPRISES

Defendants' Attorney:

Jeffrey T. Stover
Turner Padget Graham & Laney, P.A.
P.O. Box 22129
Charleston, SC 29413-2129
Phone: 843-576-2800
Email: jstover@turnerpadget.com
ATTORNEYS FOR DEFENDANTS DR. MARNIX
SNIJDER, USA LIMITED PARTNERSHIP V, L.P.,
MERRELYN ROGERS, RENITA BRYANT, AND DIMARA
ATLANTA INVESTMENT CORP.

- ☒ 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: 30 mins. 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

October 23, 2014
Date submitted

SECTION III: Motion Fee

- ☒ PAID - AMOUNT: \$25.00
☐ EXEMPT: Rule to Show Cause in Child or Spousal Support
(check reason) 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, SCRCP)
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:

CLERK'S VERIFICATION

Date Filed:

Collected by:

MOTION FEE COLLECTED: _____

CONTESTED - AMOUNT DUE: _____

Appellants answer to Respondents Motion to Dismiss dated November 4, 2014

IN THE COURT OF COMMON PLEAS

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Lisa D. Bryan, Plaintiff, hereby submits her Response to the Defendants Motion to Dismiss in this case of action against Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp, Defendants and in support thereof states the following:

The motion to dismiss pursuant to Rule 12 (b)(6) of the South Carolina Rules of Civil Procedure dated October 23, 2014 was sent to Plaintiffs Daniel T. Bryan, Lisa D. Bryan and Beach Deli Enterprises by Defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P.,

Merrelyn Rogers, Renita Bryant, And Dimara Atlanta Investment Corp through their Attorney Jeffrey T. Stover.

The Rule 12 (b)(6) specifically states that “a motion making any of these defenses shall be made before pleading if a further pleading is permitted. No defense or objection is waived by being joined with one or more other defenses or objections in a responsive pleading or motion. If a pleading sets forth a cause of action or defense to which an adverse party is not required to serve a responsive pleading, he may assert at the trial any defense in law or fact to that cause of action or defense. If, on a motion asserting the defense numbered (6) to dismiss for failure of the pleading to state facts sufficient to constitute a cause of action, matters outside the pleading are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56.”

On September 3, 2014, Defendants submitted their response and counterclaim to Plaintiff Lisa D. Bryan’s Complaint via Certified, Return Receipt US Mail which arrived at the Charleston USPS Facility at 11:46 PM. Since the motion to dismiss was sent to Plaintiff under Rule 12(b)(6), over a month and one-half after the complaint was answered, the motion should be treated as one for summary judgment as provided in Rule 56.

A 12(b)(6) motion is proper before the filing of an answer. *Tr. of the Univ. of Pa. v. Mayflower Transit*, No. 97-1111, 1997 WL 598001, at *1 (E.D. Pa. Sept. 16, 1997). “Since the Rule 12(c) motion serves the same function as the untimely motion under Rule 12(b)(6), numerous courts faced with ‘a misnamed motion to dismiss have chosen to overlook the semantic faux pas and restyled the motion as a Rule 12(c) motion’” *Id.* at *2, quoting *Delta*

Truck & Tractor, Inc. v. Navistar Int'l. Transp. Corp., 833 F.Supp. 587, 588 (W.D. La. 1993).

The motion should be considered under Rule 12(c), Summary Judgment.

PLAINTIFFS RESPONSE TO SUMMARY JUDGMENT

Discovery has not been concluded and is "incomplete" in this case. To date, the Plaintiffs have deposed three key witnesses in this case, Anita Cheap, David Miller and Shawn Galipeau. Plaintiffs have received documents from Superior Heating and Air, Inc. Defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp have submitted their response to Plaintiffs First Set of Interrogatories and are currently in the process of preparing the Defendants response to Plaintiffs Request for Documentation in response to Plaintiffs Motion to Compel Discovery which will be heard by this honorable court on Friday, November 7, 2014. Defendants Attorney, Jeffrey T. Stover is also coordinating a date and time for the rescheduling of depositions for Dr. Marnix Snijder, Merrelyn Rogers and Renita Bryant as the November 22, 2014 originally scheduled and notice filed with this honorable court was not a convenient time for the Defendants. Plaintiffs still plan on deposing Leah Ortega which will be completed at a later date.

Summary judgment is a drastic remedy, which should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues. Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991). This means, among other things, that summary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery. Id. Furthermore, a trial court should not grant summary judgment when the matter is not ripe for such consideration, such as when discovery has not yet been completed. Driscoll Constr. Co. v. DOT, 371 N.J. Super. 304, 317 (App. Div. 2004). As this court can see, this case is in the midst of discovery therefore Summary Judgment is not proper.

Summary judgment is “only” proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC; Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 114-15, 410 S.E.2d 537, 545 (1991). In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. Strother v. Lexington County Recreation Comm’n, 332 S.C. 54, 61, 504 S.E.2d 117, 121 (1998).

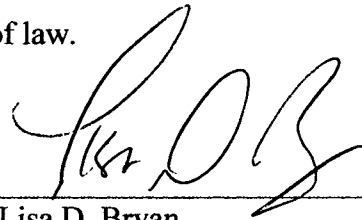
If triable issues exist, those issues must be submitted to the jury. Young v. S.C. Dep’t of Corr., 333 S.C. 714, 718, 511 S.E.2d 413, 415 (Ct. App. 1999). Even where no dispute as to evidentiary facts exists, but only as to the conclusions or inferences to be drawn from them, summary judgment should not be granted. Hall v. Fedor, 349 S.C. 169, 173-74, 561 S.E.2d 654, 656 (Ct. App. 2002). Moreover, summary judgment is a drastic remedy that should be cautiously invoked to ensure no person is improperly deprived of a trial of disputed factual issues. Lanham v. Blue Cross & Blue Shield of S.C., 349 S.C. 356, 363, 563 S.E.2d 331, 334 (2002).

SUMMARY

SC Rules of Civil Procedure specifically state that it is TOO Late to file a Motion to Dismiss pursuant to Rule 12 (b)(6) as the Defendants have answered Plaintiff, Lisa Bryans Complaint. In this instance the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56 of South Carolina Rules of Civil Procedure and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56. It is clear that this case is in the midst of discovery and is still going on. Additionally, Plaintiff Lisa Bryan has shown, through her complaint, that there are genuine material facts that

are in dispute. Summary Judgment is not appropriate as a matter of law and the Defendants Motion To Dismiss should be DENIED as a matter of law.

November 4, 2014

A handwritten signature in black ink, appearing to read 'Lisa D. Bryan', written over a horizontal line.

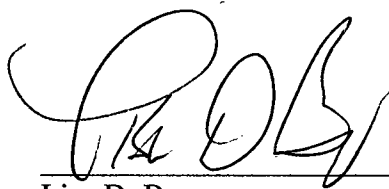
Lisa D. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

CERTIFICATE OF SERVICE

I certify that on November 4, 2014 a copy of Plaintiff Lisa Bryan's Response to Defendants Motion to Dismiss was mailed to all parties, addressed as shown below, via US Mail, first class postage prepaid.

Jeffery T. Stover
Attorney for the Defendants
P.O. Box 22129
Charleston, SC 29412
843-576-2827
843-577-3369 (fax)
jstover@turnerpadget.com

Attorneys Superior Heating and Air, Inc
L. Dean Best
Jenny C. Honeycutt
8 Sawgrass Road
Post Office Box 13466
Suite A (29412)
Charleston, SC 29422
843-793-4744
Email: jenny@besthoneycutt.com

 11/4/2014

Lisa D. Bryan Date
~~Defendant~~ - Pro Se
Plaintiff

November 4, 2014

The Honorable Gerri Ann Roseneau
Beaufort County Clerk of Court
Post Office Drawer 1128
102 Ribaut Road, Room 208 (29902)
Beaufort, SC 29901-1128

Re: Daniel T. Bryan et al v Dr. Marnix Snijder et al.
Case No: 2014-CP-07-01811

Dear Ms. Roseneau:

Please find enclosed for filing with the Court, an original Lisa D. Bryan's Response to Defendants Motion to Dismiss.

I have sent a copy to Defendants Attorney via US Mail. Please call me with any questions you may have.

Sincerely,

Lisa D. Bryan
843-368-7433

Respondents Motion for Judgment on the Pleadings dated November 12, 2014

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) Civil Action No. 2014-CP-07-01811

Daniel T. Bryan, Lisa D. Bryan, and Beach)
Deli Enterprises d/b/a Munchies,)

Plaintiff,)

vs.)

Dr. Marnix Snijder, USA Limited)
Partnership V, L.P., Merrelyn Rogers,)
Renita Bryant, Dimara Atlanta Investment)
Corp., and Superior Heating and Air, Inc.,)

Defendants.)

**NOTICE OF MOTION AND MOTION FOR
JUDGMENT ON THE PLEADINGS**

TO: ALL PARTIES OF RECORD

YOU WILL PLEASE TAKE NOTICE that within ten (10) days of service of this Motion, or as shortly thereafter as counsel may be heard, Defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant, and Dimara Atlanta Investment Corp., by and through their undersigned attorneys and pursuant to Rule 12(c) of the South Carolina Rules of Civil Procedure, move this Court for an Order dismissing Plaintiffs' claims against them. The grounds for this Motion are that the Plaintiffs claims against these Defendants arise from a commercial lease to which Plaintiff Beach Deli Enterprises Inc. is party but the other Plaintiffs are not. By virtue of its status of a corporation, Beach Deli Enterprises Inc. ("Munchies") cannot be represented by a non-attorney in South Carolina, and counsel for Munchies has not appeared. Further, the Bryan Plaintiffs do not have any cognizable claims against these Defendants because they are not parties to the commercial lease. Accordingly, Plaintiff Beach Deli Enterprises' claims must be dismissed without prejudice unless counsel appears on its behalf, and the Bryan Plaintiffs' claims must be dismissed with prejudice. This Motion will be supported by the Pleadings in this matter, arguments of counsel and applicable law.

[SIGNATURE TO FOLLOW]

TURNER PADGET GRAHAM & LANEY P.A.

Charleston, S.C.

November 12, 2014

By: 
Jeffrey T. Stover
E-mail: jstover@turnerpadget.com
P. O. Box 22129
Charleston, South Carolina 29412
Telephone: (843) 576-2827
Fax: (843) 577-3369

ATTORNEYS FOR DEFENDANTS

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2014-CP-07-01811

Daniel T. Bryan, Lisa D. Bryan, and Beach)
Deli Enterprises d/b/a Munchies,)

Plaintiff,)

vs.)

Dr. Marnix Snijder, USA Limited)
Partnership V, L.P., Merrelyn Rogers,)
Renita Bryant, Dimara Atlanta Investment)
Corp., and Superior Heating and Air, Inc.,)

Defendants.)

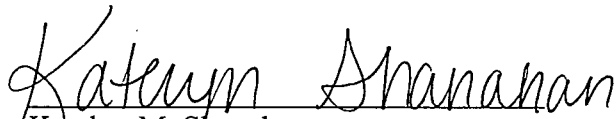
CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of November 2014 a copy of the above and foregoing Notice of Motion and Motion for Judgment on the Pleadings has been mailed to all counsel of record, postage prepaid and properly addressed as follows:

Daniel T. Bryan
4 Royal Crest Drive
Hilton Head Island, SC 29928
Plaintiff (Pro Se)

Thomas J. Finn, Esq.
P.O. Box 6003
Hilton Head, SC 29938-6003
Attorney for Plaintiff Beach Deli Enterprises

Lisa D. Bryan
4 Royal Crest Drive
Hilton Head Island, SC 29928
Plaintiff (Pro Se)


Katelyn M. Shanahan

TURNER PADGET

TURNER PADGET GRAHAM & LANEY P.A.

CHARLESTON
COLUMBIA
FLORENCE
GREENVILLE
MYRTLE BEACH

Jeffrey T. Stover

Reply to: Charleston Office

E-Mail: JStover@TurnerPadget.com

Writer's Direct Dial: (843) 579-2808

Direct Fax: (843) 577-1656

November 12, 2014

Honorable Jerri Roseneau
Beaufort County Clerk of Court
P.O. Drawer 1128
Beaufort, SC 29901

Re: Daniel T. Bryan, Lisa D. Bryan and Beach Deli Enterprises d/b/a Munchies v. Dr.
Marnix Snijder, USA Limited Partnership V. L.P., Merrelyn Rogers, Renita
Bryant, Dimara Atlanta Investment Corp, and Superior Heating and Air, Inc.
Civil Action Number: 2014-CP-07-01811
Our File Number: 00623.1922

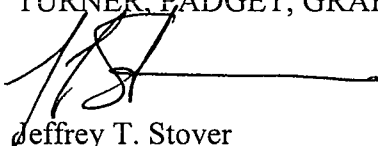
Dear Ms. Roseneau:

Enclosed you will find the original and one copy of Notice of Motion and Motion to for Judgment on the Pleadings regarding the above-referenced matter. Please file the original and return the filed stamped copy in the self-addressed stamped envelope which is enclosed. I appreciate your assistance in this matter.

With Kindest regards, I am

Sincerely,

TURNER, PADGET, GRAHAM & LANEY, P.A.



Jeffrey T. Stover

Enclosures

cc: Daniel T. Bryan
Lisa D. Bryan
Thomas J. Finn, Esq.

BUSINESS • LITIGATION • SOLUTIONS

Gateway Center • Suite 200 • 40 Calhoun Street (29401) • PO Box 22129 • Charleston, SC 29413
Phone (843) 576-2800 • Fax (843) 577-3369 • turnerpadget.com

69

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT

Case No.:2014-CP-07-01811

Daniel T. Bryan, Lisa D. Bryan, and Beach Deli
Enterprises d/b/a Munchies,

Plaintiffs,

vs.

Dr. Marnix Snijder, USA Limited Partnership V, L.P.,
Merrelyn Rogers, Renita Bryant, Dimara Atlanta
Investment Corp., and Superior Heating and Air, Inc.,

Defendants.

**MOTION AND ORDER INFORMATION
FORM AND COVER SHEET**

Plaintiffs' Attorney:

Daniel T. Bryan
Lisa D. Bryan
4 Royal Crest Drive
Hilton Head Island, SC 29928
PRO-SE PLAINTIFFS

Thomas J. Finn, Esq.
P.O. Box 6003
Hilton Head, SC 29938-6003
ATTORNEY FOR BEACH DELI ENTERPRISES

Defendants' Attorney:

Jeffrey T. Stover
Turner Padgett Graham & Laney, P.A.
P.O. Box 22129
Charleston, SC 29413-2129
Phone: 843-576-2800
Email: jstover@turnerpadgett.com
ATTORNEYS FOR DEFENDANTS DR. MARNIX
SNIJDER, USA LIMITED PARTNERSHIP V, L.P.,
MERRELYN ROGERS, RENITA BRYANT, AND DIMARA
ATLANTA INVESTMENT CORP.

- ☒ **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 for Judgment on the Pleadings
☒ Estimated Time Needed: 15 mins. 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.

Jeffrey T. Stover
Signature of Attorney

November 12, 2014
Date submitted

SECTION III: Motion Fee

- ☒ **PAID – AMOUNT: \$25.00**
☐ **EXEMPT:** Rule to Show Cause in Child or Spousal Support
(check reason) 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, SCRCP)
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: _____

CLERK'S VERIFICATION

Date Filed:

Collected by:

MOTION FEE COLLECTED: _____

CONTESTED – AMOUNT DUE: _____

Appellants answer to Respondents Motion to Dismiss and Judgment on the Pleadings dated
December 15, 2014

STATE OF SOUTH CAROLINA
BEAUFORT COUNTY

IN THE COURT OF COMMON PLEAS

DANIEL T. BRYAN

and

LISA D. BRYAN et al.

Plaintiffs

vs.

Dr. Marnix Snijder
and

USA Limited Partnership V, L.P. et al.

Defendants

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CASE #: 2014-CP-07-1811

PLAINTIFFS' RESPONSE TO
DEFENDANTS' MOTION TO
DISMISS and DEFENDANTS
MOTION FOR SUMMARY JUDGMENT

TO DEFENDANTS DR. MARNIX SNIJDER, USA LIMITED PARTNERSHIP V, L.P.,
MERRELYN ROGERS, RENITA BRYANT, AND DIMARA ATLANTA INVESTMENTS

**PLAINTIFFS RESPONSE TO DEFENDANTS MOTION TO DISMISS and MOTION
FOR SUMMARY JUDGMENT**

Daniel T. Bryan and Lisa D. Bryan (hereinafter "Bryans"), Plaintiffs, hereby submits
their Response to the Defendants Motion to Dismiss pursuant to Rule 12 (b) (6) and Defendants
Motion for Summary Judgment in their case of action against Dr. Marnix Snijder, USA Limited
Partnership V, L.P., Merrelyn Rogers, Renita Bryant, And Dimara Atlanta Investment Corp
(hereinafter "Main Street Village Defendants") and in support thereof states the following:

MOTION TO DISMISS – RULE 12(b)(6)

The motion to dismiss pursuant to Rule 12 (b)(6) of the South Carolina Rules of Civil
Procedure was sent to Plaintiffs Daniel T. Bryan, Lisa D. Bryan and Beach Deli Enterprises by
Main Street Village Defendants through their Attorney Jeffrey T. Stover on October 23, 2014.

The SC Rule 12 (b)(6) specifically states that “a motion making any of these defenses shall be made ***before*** pleading if a further pleading is permitted. No defense or objection is waived by being joined with one or more other defenses or objections in a responsive pleading or motion. If a pleading sets forth a cause of action or defense to which an adverse party is not required to serve a responsive pleading, he may assert at the trial any defense in law or fact to that cause of action or defense. If, on a motion asserting the defense numbered (6) ***to dismiss for failure of the pleading to state facts sufficient to constitute a cause of action, matters outside the pleading are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56.***”

On September 3, 2014, Main Street Village Defendants submitted their response and counterclaim to Plaintiffs Complaint to Lisa Bryan. Since the motion to dismiss was sent to Plaintiff under Rule 12(b)(6) over a month and one-half after the complaint was answered, the motion should be treated as one for summary judgment as provided in Rule 56.

A 12(b)(6) motion is proper before the filing of an answer. *Tr. of the Univ. of Pa. v. Mayflower Transit*, No. 97-1111, 1997 WL 598001, at *1 (E.D. Pa. Sept. 16, 1997). “Since the Rule 12(c) motion serves the same function as the untimely motion under Rule 12(b)(6), numerous courts faced with ‘a misnamed motion to dismiss have chosen to overlook the semantic faux pas and restyled the motion as a Rule 12(c) motion’” *Id.* at *2, quoting *Delta Truck & Tractor, Inc. v. Navistar Int’l. Transp. Corp.*, 833 F.Supp. 587, 588 (W.D. La. 1993). ***Since the Main Street Village Defendants Motion to Dismiss was filed well after their answer to Plaintiffs Complaint, the motion should be considered under Rule 12(c), Summary Judgment.***

PLAINTIFFS RESPONSE TO SUMMARY JUDGMENT

Discovery has not been concluded and is "incomplete" in this case. To date, the Plaintiffs have deposed three key witnesses Anita Cheap, David Miller and Shawn Galipeau from Defendant Superior Heating and Air, Inc.. Additionally, Plaintiffs have received documents from Defendant Superior Heating and Air, Inc. and emails from Main Street Village Defendants who have submitted their response to Plaintiffs First Set of Interrogatories and Plaintiffs First Requests for Production. In response to Plaintiffs Motion to Compel Discovery, which will be heard by this honorable court on Friday, November 7, 2014, Main Street Village Defendants still need to provide the information that is requested by Plaintiffs to complete their discovery. Additionally, Attorney, Jeffrey T. Stover has agreed to coordinate the depositions of Main Street Village Defendants Merrelyn Rogers and Renita Bryant to take place on January 13, 2015 at the Coastal Court Reporting on Hilton Head, SC. Plaintiffs also requested the depositions of Dr. Marnix Snijder, and it has been agreed that his deposition will be taken in March of 2015 when he returns to the United States. Plaintiffs still plan on deposing Leah Ortega, Katie Thompson and David Staley, all of which will be completed at a later date. As this honorable court can see, we are in the midst of discovery in this case.

Summary judgment is a drastic remedy, which should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues. Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991). This means, among other things, that summary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery. Id. Furthermore, a trial court should not grant summary judgment when the matter is not ripe for such consideration, such as when discovery has not yet been completed. Driscoll Constr. Co. v. DOT, 371 N.J. Super. 304, 317 (App. Div. 2004). As this court can see, this case is in the midst of discovery therefore Summary Judgment is not proper.

Additionally, Summary judgment is “only” proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC; Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 114-15, 410 S.E.2d 537, 545 (1991). In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. Strother v. Lexington County Recreation Comm’n, 332 S.C. 54, 61, 504 S.E.2d 117, 121 (1998).

If triable issues exist, those issues must be submitted to the jury. Young v. S.C. Dep’t of Corr., 333 S.C. 714, 718, 511 S.E.2d 413, 415 (Ct. App. 1999). Even where no dispute as to evidentiary facts exists, but only as to the conclusions or inferences to be drawn from them, summary judgment should not be granted. Hall v. Fedor, 349 S.C. 169, 173-74, 561 S.E.2d 654, 656 (Ct. App. 2002). Moreover, summary judgment is a drastic remedy that should be cautiously invoked to ensure no person is improperly deprived of a trial of disputed factual issues. Lanham v. Blue Cross & Blue Shield of S.C., 349 S.C. 356, 363, 563 S.E.2d 331, 334 (2002).

SUMMARY

The Main Street Village Defendants motion to dismiss is not appropriate as they filed their motion long after they filed their answer to Plaintiffs Complaint. Therefore, the motion to dismiss should be treated as a motion for summary judgment and denied.

The Main Street Village Defendants want this honorable court to believe that the only issues before this court arise from a commercial lease and no attorney has been representing the corporation Beach Deli Enterprises, Inc.. The Plaintiff Beach Deli Enterprises, Inc. is represented by Tom Finn, Attorney at Law who is licensed to practice in the State of South Carolina.

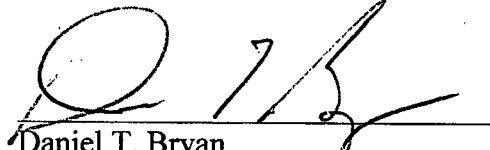
Mr. Finn has appeared by signing and submitting the Plaintiff, Beach Deli Enterprises, Inc. Answer to Counterclaims amongst other Beach Deli Enterprises, Inc. documents. Mr. Stover has acknowledged Mr. Finns representation through correspondences to Mr. Finn, acceptance of motions and most importantly a personal conversation Mr. Stover had with Mr. Finn on Friday, November 7, 2014 before the hearing in front of Judge Maite Murphy whereby Mr. Finn confirmed with Mr. Stover that he represented the corporation Beach Deli Enterprises, Inc. and the Plaintiffs Lisa D. Bryan and Daniel T. Bryan would be continuing Pro Se in this matter.

Secondly, Main Street Village Defendants want this honorable court to believe that the issues in the Plaintiffs complaint are limited to those between the Main Street Village Defendants and Beach Deli Enterprises, Inc. and a contract between the two parties. The complaint before this honorable court includes valid causes of actions cited by Lisa D. Bryan and Daniel T. Bryan, owners of Beach Deli Enterprises, Inc. which are separate and apart from the causes of actions cited by Beach Deli Enterprises, Inc. The Main Street Village Defendants, for the past four plus years, have continued to harass and discriminate against Lisa D. Bryan and Daniel T. Bryan. The Plaintiffs have cited the issues of harassment and discrimination against them personally in their complaint and will further outline and prove the Main Street Village Defendants continue to harass and discriminate against Lisa D. Bryan and Daniel T. Bryan personally.

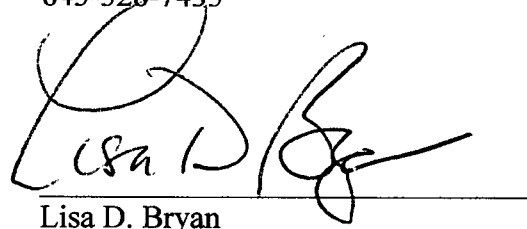
The discovery in this case is still going on. Some depositions have been taken and due to Main Street Village Defendants schedules, their depositions which still need to be taken are scheduled for early 2015. Plaintiffs are still awaiting discovery of production of documents and answers to interrogatories to complete that portion of Plaintiffs discovery. Since discovery is continuing, as a matter of law, Summary Judgment is not appropriate.

Additionally, the Plaintiffs have shown that there are genuine material facts that are in dispute. Therefore, as a matter of law, Plaintiffs requests that this Honorable Court deny the Main Street Village Defendants motion for Summary Judgment in its entirety and allow this case to go to trial.

December 15, 2014



Daniel T. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433



Lisa D. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

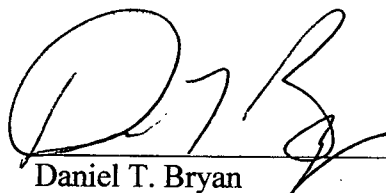
CERTIFICATE OF SERVICE

I certify that on November 15, 2014 a copy of this Plaintiffs response to Main Street Village Defendants Motion to Dismiss and Motion for Summary Judgment was delivered via US

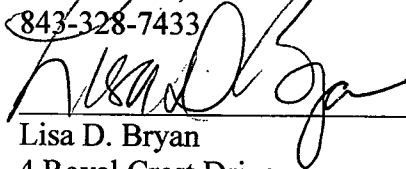
Mail to:

Jeffery T. Stover
Attorney for the Defendants
P.O. Box 22129
Charleston, SC 29412
843-576-2827
843-577-3369 (fax)
jstover@turnerpadget.com

December 15, 2014



Daniel T. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433



Lisa D. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

Appellants Letter to the Court about March 18, 2015 Motions Hearing dated Feb. 23, 2015

February 23, 2015

The Honorable Gerri Ann Roseneau
Beaufort County Clerk of Court
Post Office Drawer 1128
102 Ribaut Road, Room 208 (29902)
Beaufort, SC 29901-1128

2015 FEB 23 PM 3:20
GERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Re: Daniel T. Bryan et al v Superior Heating and Air Inc.
Case No: 2014-CP-07-01811

Dear Ms. Roseneau :

It has come to my attention that there is a motions hearing in the above case on March 18th starting at 3:30PM whereby all motions that were filed in this case are scheduled to be heard by Judge Marvin H. Dukes, III. I am confused as there was a motions hearing on November 17, 2014 in which the following motions were heard and decided by the Judge Maite Murphy:

1. Motion to Dismiss – Superior Heating and Air
2. Motion for Entry of Default Judgment – Daniel / Lisa Bryan
3. Motion to Dismiss Counterclaims – Daniel / Lisa Bryan
4. Motion to Compel Attendance at Depositions and Answer Interrogatories – Daniel / Lisa Bryan
5. Motion to Compel – Daniel / Lisa Bryan
6. Motion for Protective Order – Marnix Snijder

No order from that hearing has been received on the issues decided by Judge Murphy and have reappeared on the March 18th, 2015 Motions Roster to be heard a second time by Judge Marvin Dukes III.

On December 11, 2014 an email was sent to Judge Murphy from Jeffery Stover, Attorney for Defendants. (*Exhibit 1*) The Plaintiffs and the Defendants met and conferred on numerous occasions but could not agree on the Plaintiffs Motion to Compel so TWO orders were sent to Judge Murphy for her review and approval. (*Exhibit 3*) is the Defendants version and (*Exhibit 2*) is the Plaintiffs version of the order presented to Judge Murphy. To date, I have not received an order addressing five of the six motions heard. Are these motions going to be heard again as they are currently on the Motions Roster for the March 18th, 2015 hearing with Judge Dukes III or is there an order in place addressing Judge Maite Murphys decisions on November 17, 2014 motions hearing?

As far as the Superior Heating and Air's motion to dismiss, that was closed as there was a Stipulation of Settlement filed on November 5, 2014 dismissing the complaint against the Defendant Superior Heating and Air ONLY.

The following motion was not heard at the November 17th, 2014 hearing as it was submitted to the court but was not on the docket for that date.

1. Motion to Dismiss – Marnix Snijder

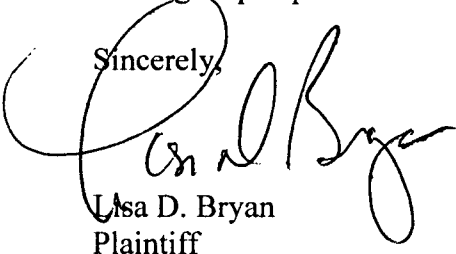
The following motion was filed after the November 17, 2014 hearing and was also not heard.

1. Motion for Summary Judgment – Marnix Snijder

I ask that I get clarity on this issue as I want to make sure I am properly prepared for the March 18th, 2015 hearing. I would also like to have a copy of the order from the November 17th, 2014 hearing, if there is one, sent to me as I am considering my options for filing a motion for reconsideration and /or potentially appealing one or more of the decisions made by Judge Maite Murphy on that date.

Please call me on 843-368-7433 to discuss. It might be best that the March 18th, 2015 hearing be postponed until these issues get resolved.

Sincerely,


Lisa D. Bryan
Plaintiff

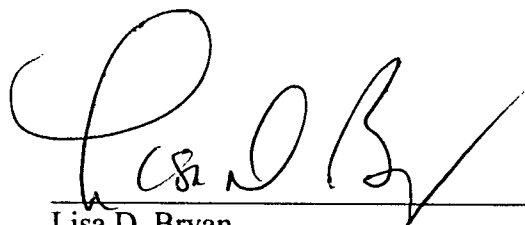
CERTIFICATE OF SERVICE

I certify that on February 23, 2015 a copy of this letter to The Honorable Gerri Ann Roseneau Clerk of Court was delivered via US Mail to:

Mr. Eric M. Staggs, Esq.
Laughlin and Bowen Law Firm
92A Main Street
Hilton Head, SC 29926
Attorney for Plaintiff Beach Deli Enterprises, Inc.

Jeffery T. Stover
Attorney for the Defendants
P.O. Box 22129
Charleston, SC 29412
843-576-2827
843-577-3369 (fax)
jstover@turnerpadget.com

February 23, 2014

A handwritten signature in black ink, appearing to read 'Lisa D. Bryan', is written over a horizontal line.

Lisa D. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

New Reply Delete Archive Junk Sweep Move to Lisa B. Cated



stover

Folders

Inbox 2171

MAIN STREET

Junk

Drafts 113

Sent

Deleted

POP

Hi

Search Results

New folder

Bryan et al v. Snijder et al, 2014-
CP-07-01811 - Order on Motions of
November 7, 2014



Stover, Jeffrey T. 12/11/14 Documents

To: Murphy, Maite (mmurphyj@sccourts.org), Mu...

2 attachments (total 39.1 KB Outlook.com Active View



Bryan v Snijder Plai...



Bryan v Snijder Def...

Download all as zip Add all to OneDrive

Judge Murphy,

Attached are two orders for the motions heard in the above matter on November 7, 2014. One is the plaintiffs' version, and the other is the defendants' version.

Through extensive meet-and-confer efforts, the parties have been able to resolve their differences and have agreed on the terms of the order except with regard to the order on plaintiffs motion to compel (Motion No. 4). The difference lies in the remedy moving forward.

If you would like to have a status conference to discuss this matter, please let us know and we will make ourselves available.

Thank you,
Jeff Stover

Introducing
Rollover Data™
from AT&T
on Mobile Share
Value® plans.*

Now the data your
business doesn't
use this month
rolls over to
the next month.



*Rollover Data is available on select plans. Rollover Data expires after 90 days, or with plan change. Ask for details.

EXHIBIT 2

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

Civil Action No. 2014-CP-07-01811

Daniel T. Bryan, Lisa D. Bryan, and Beach)
Deli Enterprises d/b/a Munchies,)

Plaintiff,)

vs.)

Dr. Marnix Snijder, USA Limited)
Partnership V, L.P., Merrelyn Rogers,)
Renita Bryant, Dimara Atlanta Investment)
Corp., and Superior Heating and Air, Inc.,)

Defendants')

ORDER

On November 7, 2014, the Court heard the following pending Motions in the above-captioned matter: (1) Plaintiffs Daniel T. Bryan and Lisa D. Bryan (collectively "Bryan Plaintiffs") Motion for Entry of Default against Defendants' Dr. Marnix Snijder, USA Limited V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp (collectively "Main Street Village Defendants"); (2) Bryan Plaintiffs' Motion for Default Judgment against the Main Street Village Defendants; (3) Bryan Plaintiffs' Motion to Dismiss the Answer and Counterclaims of the Main Street Village Defendants; (4) Bryan Plaintiffs' Motion to Compel Discovery Responses; (5) Bryan Plaintiffs' Motion to Compel Attendance at Depositions; and (5) Main Street Village Defendants' Motion for a Protective Order. Ms. Lisa D. Bryan and Mr. Daniel T. Bryan were present at the hearing and proceeded *pro se*. Present for Main Street Village Defendants' was Jeffrey T. Stover of Turner Padgett Graham and Laney, P.A. Plaintiff Lisa D. Bryan informed the court that since there were no motions for the Corporation Beach Deli Enterprises, Inc., Tom Finn, from the Finn Law Firm, who is the attorney representing the Plaintiff Beach Deli Enterprises, Inc. would not be present.

For the reasons stated below, it is hereby ORDERED that these Motions are resolved as follows:

1. Bryan Plaintiffs' Motion for Entry of Default against Main Street Village

Defendants

Bryan Plaintiffs' moved for entry of default on grounds that Plaintiff Daniel T. Bryan never received a copy of the Main Street Village Defendants' Answer and Counterclaim until September 10, 2014. Based upon Main Street Village Defendants' Certificate of Service that accompanied their Answer and Counterclaims, the Court finds that Main Street Village Defendants' Answer was timely served. Accordingly, this Motion is DENIED.

2. Bryan Plaintiffs' Motion for Default Judgment against Main Street Village

Defendants

Based upon Main Street Village Defendants' Certificate of Service that accompanied their Answer and Counterclaims, the Court finds that Main Street Village Defendants' Answer was timely served. Accordingly, this Motion is DENIED.

3. Bryan Plaintiffs' Motion to Dismiss the Main Street Village Defendants' Answer and Counterclaims

Daniel Bryan, Plaintiff moved to dismiss Main Street Village Defendants' answer and counterclaims on the grounds that they were never served to him until he received a register return receipt letter dated September 10, 2014. The Court finds that based upon the Main Street Village Defendants' Certificate of Service that accompanied their Answer and Counterclaims, the Court finds that the Main Street Village Defendants' Answer and Counterclaims were timely served. Accordingly, Plaintiffs' Motion is DENIED.

4. Plaintiffs' Motion to Compel Discovery Responses

Bryan Plaintiffs requested that the court compel Main Street Village Defendants to Answer their Interrogatories and provide the documents requested in their request for documentations which served on them September 15, 2014. Main Street Village Defendants' stated that they responded to

Plaintiffs request for Interrogatories and Plaintiffs request for Documentation (Production) on October 16, 2014 and served approximately 500 documents upon Plaintiffs via email on November 6th, 2014 with a hard copy sent via US Mail. Bryan Plaintiffs took issue with the lack of answers and documentation provided as Main Street Village Defendants' stating they were overly burdensome to answer and produce. Main Street Village Defendants stated that the objections were proper and that all relevant documentation had been produced. The Court instructed parties to attempt to resolve this discovery dispute as follows: Bryan Plaintiffs are to prepare of list of documents and interrogatories that they feel need for their case. Main Street Village Defendants agree to provide the information requested or provide proper objections they have for not providing the information Bryan Plaintiffs are requesting. If the parties cannot agree on the scope of discovery after attempting to resolve their disputes in good faith, they are instructed to inform the Court of the outstanding discovery issues. Accordingly, this Motion is STAYED pending further discovery negotiations.

5. Plaintiffs' Motion to Compel Attendance at Depositions

Plaintiff Lisa Bryan argued that she would like to depose Main Street Village Defendants in this case and has not been able to successfully schedule the depositions with counsel for Main Street Village Defendants. Counsel for Main Street Village Defendants argued that the depositions of his clients were improperly noticed and that Bryan Plaintiffs' Motion was inappropriate. The parties agreed to work together to schedule and conduct the requested depositions pursuant to the South Carolina Rules of Civil Procedure. Accordingly, this Motion was WITHDRAWN.

6. Main Street Village Defendants' Motion for a Protective Order

Main Street Village Defendants' withdrew this Motion in light of the parties' agreement to schedule and conduct the requested depositions pursuant to the South Carolina Rules of Civil Procedure. Accordingly, this Motion was WITHDRAWN.

AND IT IS SO ORDERED.

December __, 2014

The Honorable Maité Murphy

EXHIBIT 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	Civil Action No. 2014-CP-07-01811
	)	
Daniel T. Bryan, Lisa D. Bryan, and Beach	)	
Deli Enterprises d/b/a Munchies,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Dr. Marnix Snijder, USA Limited	)	ORDER
Partnership V, L.P., Merrelyn Rogers,	)	
Renita Bryant, Dimara Atlanta Investment	)	
Corp., and Superior Heating and Air, Inc.,	)	
	)	
Defendants'.	)	

On November 7, 2014, the Court heard the following pending Motions in the above-captioned matter: (1) Plaintiffs Daniel T. Bryan and Lisa D. Bryan (collectively "Bryan Plaintiffs") Motion for Entry of Default against Defendants' Dr. Marnix Snijder, USA Limited V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp (collectively "Main Street Village Defendants"); (2) Bryan Plaintiffs' Motion for Default Judgment against the Main Street Village Defendants; (3) Bryan Plaintiffs' Motion to Dismiss the Answer and Counterclaims of the Main Street Village Defendants; (4) Bryan Plaintiffs' Motion to Compel Discovery Responses; (5) Bryan Plaintiffs' Motion to Compel Attendance at Depositions; and (5) Main Street Village Defendants' Motion for a Protective Order. Ms. Lisa D. Bryan and Mr. Daniel T. Bryan were present at the hearing and proceeded *pro se*. Present for Main Street Village Defendants' was Jeffrey T. Stover of Turner Padgett Graham and Laney, P.A. Plaintiff Lisa D. Bryan informed the court that since there were no motions for the Corporation Beach Deli Enterprises, Inc., Tom Finn, from the Finn Law Firm, who is the attorney representing the Plaintiff Beach Deli Enterprises, Inc. would not be present.

For the reasons stated below, it is hereby ORDERED that these Motions are resolved as follows:

1. **Bryan Plaintiffs' Motion for Entry of Default against Main Street Village**

Defendants

Bryan Plaintiffs' moved for entry of default on grounds that Plaintiff Daniel T. Bryan never received a copy of the Main Street Village Defendants' Answer and Counterclaim until September 10, 2014. Based upon Main Street Village Defendants' Certificate of Service that accompanied their Answer and Counterclaims, the Court finds that Main Street Village Defendants' Answer was timely served. Accordingly, this Motion is DENIED.

2. **Bryan Plaintiffs' Motion for Default Judgment against Main Street Village**

Defendants

Based upon Main Street Village Defendants' Certificate of Service that accompanied their Answer and Counterclaims, the Court finds that Main Street Village Defendants' Answer was timely served. Accordingly, this Motion is DENIED.

3. **Bryan Plaintiffs' Motion to Dismiss the Main Street Village Defendants' Answer and Counterclaims**

Daniel Bryan, Plaintiff moved to dismiss Main Street Village Defendants' answer and counterclaims on the grounds that they were never served to him until he received a register return receipt letter dated September 10, 2014. The Court finds that based upon the Main Street Village Defendants' Certificate of Service that accompanied their Answer and Counterclaims, the Court finds that the Main Street Village Defendants' Answer and Counterclaims were timely served. Accordingly, Plaintiffs' Motion is DENIED.

4. **Plaintiffs' Motion to Compel Discovery Responses**

Bryan Plaintiffs filed this Motion thirty-one days after service of their discovery requests without consulting with counsel for Main Street Village Defendants. Main Street Village Defendants' responded to Plaintiffs that day except for documents, and later served approximately 500 documents

upon Plaintiffs. Bryan Plaintiffs took issue specific objections, and Main Street Village Defendants stated that the objections were proper and that all relevant documentation had been produced. The Court instructed parties to attempt to resolve this discovery dispute as follows: Bryan Plaintiffs are to prepare of list of reasons why they Main Street Village Defendants' objections to be improper, and Main Street Village Defendants agree to respond to the list with an explanation of why such objections were proper or with additional discovery responses and documentation as agreed upon by Main Street Village Defendants. If, after attempting to resolve this matter in good faith, the parties cannot agree on the scope of discovery, they are instructed to inform the Court of the outstanding discovery issues. Accordingly, this Motion is STAYED pending further discovery negotiations.

5. Plaintiffs' Motion to Compel Attendance at Depositions

Plaintiff Lisa Bryan argued that she would like to depose Main Street Village Defendants in this case and has not been able to successfully schedule the depositions with counsel for Main Street Village Defendants. Counsel for Main Street Village Defendants argued that the depositions of his clients were improperly noticed and that Bryan Plaintiffs' Motion was inappropriate. The parties agreed to work together to schedule and conduct the requested depositions pursuant to the South Carolina Rules of Civil Procedure. Accordingly, this Motion was WITHDRAWN.

6. Main Street Village Defendants' Motion for a Protective Order

Main Street Village Defendants' withdrew this Motion in light of the parties' agreement to schedule and conduct the requested depositions pursuant to the South Carolina Rules of Civil Procedure. Accordingly, this Motion was WITHDRAWN.

AND IT IS SO ORDERED.

December __, 2014

The Honorable Maité Murphy

Appellants Request for Continuance dated March 2, 2015

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	Civil Action No. 2014-CP-07-01811
	)	
Daniel T. Bryan, Lisa D. Bryan, and Beach	)	
Deli Enterprises d/b/a Munchies,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Dr. Marnix Snijder, USA Limited	)	REQUEST TO CONTINUE
Partnership V, L.P., Merrelyn Rogers,	)	MOTIONS HEARING MARCH 18, 2015
Renita Bryant, Dimara Atlanta Investment	)	
Corp., and Superior Heating and Air, Inc.,	)	
	)	
Defendants'.	)	

On November 7, 2014, the Honorable Judge Maite Murphy heard the following pending Motions in the above-captioned matter: (1) Plaintiffs Daniel T. Bryan and Lisa D. Bryan (collectively "Bryan Plaintiffs") Motion for Entry of Default against Defendants' Dr. Marnix Snijder, USA Limited V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp (collectively "Main Street Village Defendants"); (2) Bryan Plaintiffs' Motion for Default Judgment against the Main Street Village Defendants; (3) Bryan Plaintiffs' Motion to Dismiss the Answer and Counterclaims of the Main Street Village Defendants; (4) Bryan Plaintiffs' Motion to Compel Discovery Responses; (5) Bryan Plaintiffs' Motion to Compel Attendance at Depositions; and (5) Main Street Village Defendants' Motion for a Protective Order. Ms. Lisa D. Bryan and Mr. Daniel T. Bryan were present at the hearing and proceeded *pro se*. Present for Main Street Village Defendants' was Jeffrey T. Stover of Turner Padgett Graham and Laney, P.A. Plaintiff Lisa D. Bryan informed the court that since there were no motions for the Corporation Beach Deli Enterprises, Inc., Tom Finn, from the Finn Law Firm, who is the attorney representing the Plaintiff Beach Deli Enterprises, Inc. would not be present.

On December 11, 2014 an email was sent to the Honorable Judge Maite Murphy from Jeffery Stover, Attorney for Defendants. The Plaintiffs and the Defendants met and conferred on numerous

occasions but could not agree on the Plaintiffs Motion to Compel so TWO orders were sent to the Honorable Judge Maite Murphy for her review and approval. As of March 1, 2015, an order addressing the motions heard by the Honorable Judge Maite Murphy on November 7, 2014 has not been received by the parties or entered into the Beaufort County Fourteenth Judicial Circuit Public Index. On February 23, 2015, Plaintiff Lisa Bryan called the Honorable Judge Maite Murphy's office to follow up on the order and was told that there was no order in the file and that one currently does not exist.

Plaintiffs request that the Defendants Motion to Dismiss and Motion to Dismiss for Summary Judgment on the Pleadings that are currently scheduled before the Honorable Judge Marvin Dukes III on March 18th, 2015 be continued until an order from the November 7th, 2014 hearing be issued. To hear them without an order from the previous hearing would be premature. Without an order from the previous hearing, the Plaintiffs would be deprived of their right to file a Motion for Reconsideration and / or an Appeal from the Honorable Judge Maite Murphy's rulings pursuant to SC Rule 59 (e) and SC Rule 203 respectively. It is through no fault of the Plaintiffs that an order has not been filed or received. A proposed order was submitted on December 11, 2014 waiting on the final written and signed order from the courts. The Plaintiffs have prepared a Motion for Reconsideration from the November 7, 2014 proposed rulings but have not filed them as SC Rule 59 (e) Motion to Alter or Amend a Judgment clearly states:

A motion to alter or amend the judgment shall be served not later than 10 days after receipt of ***written notice of the entry of the order.***

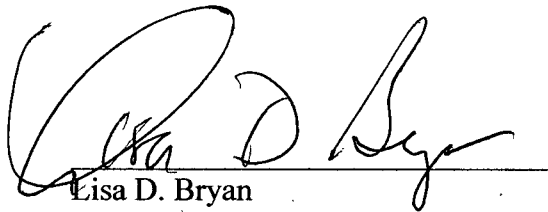
Nor can they file an Appeal as SC Rule 203: Notice of Appeal which clearly states:

B(1) Appeals From the Court of Common Pleas. ***A notice of appeal shall be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment.*** When a timely motion for judgment n.o.v. (Rule 50, SCRCP), motion to alter or amend the judgment (Rules 52 and 59, SCRCP), or a motion for a new trial (Rule 59, SCRCP) has been made, the time for appeal for all parties shall be stayed and shall run from receipt of written notice of entry of the order granting or denying such motion. When a form or other short order or judgment indicates that a more full and complete order or judgment is to follow, ***a party need not appeal until receipt of written notice of entry of the more complete order or judgment.***

Plaintiffs cannot exercise their rights to file a Motion for Reconsideration or even Appeal one or more of the decisions the Honorable Judge Maite Murphy made on the six motions she heard back on November 7, 2014th as there is NO ENTRY OF AN ORDER or WRITTEN NOTICE OF THE ENTRY OF AN ORDER.

As a matter of law, Plaintiffs ask that the two motions filed by Defendants be continued until a time where the Plaintiffs have received their order from the Honorable Judge Maite Murphy from the November 7th, 2014 hearing and the Plaintiffs have had the opportunity to exercise their rights under the law to file their motions for reconsideration and/or file their appeal once their motions for reconsideration are heard.

March 2, 2015

A handwritten signature in black ink, appearing to read 'Lisa D. Bryan', is written over a horizontal line.

Lisa D. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

CERTIFICATE OF SERVICE

I certify that on March 2, 2015 a copy of this motion to continue the motions hearing was sent to was delivered via US Mail to:

Mr. Eric M. Staggs, Esq.
Laughlin and Bowen Law Firm
92A Main Street
Hilton Head, SC 29926
Attorney for Plaintiff Beach Deli Enterprises, Inc.

Jeffery T. Stover
Attorney for the Defendants
P.O. Box 22129
Charleston, SC 29412
843-576-2827
843-577-3369 (fax)
jstover@turnerpadget.com

March 2, 2015

A handwritten signature in black ink, appearing to read 'Lisa D. Bryan', written over a horizontal line.

Lisa D. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

Heather McLeod Judge Dukes III, Master in Equity for Beaufort County's Judicial Assistants
email scheduling Continuance Conference for March 12, 2015 dated March 2, 2015.

New Reply Delete Archive Junk Sweep Move to Categories 

heather

RE: Daniel T. Bryan, et al. vs. Marnix Snijder, et al.; 14-1811



Heather Mcleod 3/02/15

To: Lisa Bryan, Stover, Jeffrey T., Ned Nicholson Nnicholson@...

How are parties on March 12th at 8:30 a.m. for a conference call to determine if the March 18th hearing will be continued?

Please contact us immediately if you are waiting on a ruling and it has been more than 30 days.

If you have a motion older than 30 days, needing a hearing, please email me a filed copy and I will work with you on scheduling. Please note, there may be jurisdiction or conflict issues resulting in Judge Dukes' inability to hear a motion.

Thanking You in Advance,

Heather R. H. McLeod,

Judicial Assistant to

Hon. Marvin H. Dukes, III

Beaufort County Master In Equity

Tip 

With Outlook calendar it's easy to track appointments and send invites to friends.

Get started ➔

Email from Jeffrey Stover to Appellants and Judge Dukes dated March 16, 2015



stover order

Folders

Inbox 2362

MAIN STREET

Junk

POP

Drafts 123

Hi

Sent

Deleted

Search Results

New folder

Daniel T. Bryan, et al. vs. Marnix Snijder,
et al.; 14-1811



Stover, Jeffrey T. 3/16/15 Documents
To: mdukes@bcgov.net Cc: McLeod, Heather, Lisa Bryan,...

1 attachment (200.6 KB)

Outlook.com Active View



03_13_2015 - Order...

Download as zip Save to OneDrive

Judge Dukes:

Further to our call regarding the above matter last Thursday morning,
counsel for defendants received today the attached signed Order from
Judge Murphy's chambers.

Thank you,
Jeff Stover

Jeffrey T. Stover

Attorney

PO Box 22129 | Charleston, SC 29413

Turner | Padgett 40 Calhoun Street, Suite 200 |

Charleston, SC 29401

843-576-2827 | Fax 843-577-1656

jstover@turnerpadgett.com

[Bio](#) | [vCard](#) | [Location](#)

verizon

Get \$300
when you
trade in
your old
phone &
buy a
new one.

Switch Now

New smartphone device payment
activation & port-in req'd...
\$500-\$200 trade-in VZW prepaid
\$100 off. Credit required. Trade-in
must be in good condition.

Judge Maite Murphys Order from the November 7, 2014 Motions Hearing dated March 13, 2015 handed to Appellant by Respondents Attorney March 18, 2015 and filed Mar. 18, 2015

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	Civil Action No. 2014-CP-07-01811
Daniel T. Bryan, Lisa D. Bryan, and Beach	)	
Deli Enterprises d/b/a Munchies,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Dr. Marnix Snijder, USA Limited	)	ORDER
Partnership V, L.P., Merrelyn Rogers,	)	
Renita Bryant, Dimara Atlanta Investment	)	
Corp., and Superior Heating and Air, Inc.,	)	
	)	
Defendants'.	)	

On November 7, 2014, the Court heard the following pending Motions in the above-captioned matter: (1) Plaintiffs Daniel T. Bryan and Lisa D. Bryan (collectively "Bryan Plaintiffs") Motion for Entry of Default against Defendants' Dr. Marnix Snijder, USA Limited V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp (collectively "Main Street Village Defendants"); (2) Bryan Plaintiffs' Motion for Default Judgment against the Main Street Village Defendants; (3) Bryan Plaintiffs' Motion to Dismiss the Answer and Counterclaims of the Main Street Village Defendants; (4) Bryan Plaintiffs' Motion to Compel Discovery Responses; (5) Bryan Plaintiffs' Motion to Compel Attendance at Depositions; and (5) Main Street Village Defendants' Motion for a Protective Order. Ms. Lisa D. Bryan and Mr. Daniel T. Bryan were present at the hearing and proceeded *pro se*. Present for Main Street Village Defendants' was Jeffrey T. Stover of Turner Padgett Graham and Laney, P.A. Plaintiff Lisa D. Bryan informed the court that since there were no motions for the Corporation Beach Deli Enterprises, Inc., Tom Finn, from the Finn Law Firm, who is the attorney representing the Plaintiff Beach Deli Enterprises, Inc. would not be present.

For the reasons stated below, it is hereby ORDERED that these Motions are resolved as follows:

1. **Bryan Plaintiffs' Motion for Entry of Default against Main Street Village**

Defendants

Bryan Plaintiffs' moved for entry of default on grounds that Plaintiff Daniel T. Bryan never received a copy of the Main Street Village Defendants' Answer and Counterclaim until September 10, 2014. Based upon Main Street Village Defendants' Certificate of Service that accompanied their Answer and Counterclaims, the Court finds that Main Street Village Defendants' Answer was timely served. Accordingly, this Motion is DENIED.

2. **Bryan Plaintiffs' Motion for Default Judgment against Main Street Village**

Defendants

Based upon Main Street Village Defendants' Certificate of Service that accompanied their Answer and Counterclaims, the Court finds that Main Street Village Defendants' Answer was timely served. Accordingly, this Motion is DENIED.

3. **Bryan Plaintiffs' Motion to Dismiss the Main Street Village Defendants' Answer**

and Counterclaims

Daniel Bryan, Plaintiff moved to dismiss Main Street Village Defendants' answer and counterclaims on the grounds that they were never served to him until he received a register return receipt letter dated September 10, 2014. The Court finds that based upon the Main Street Village Defendants' Certificate of Service that accompanied their Answer and Counterclaims, the Court finds that the Main Street Village Defendants' Answer and Counterclaims were timely served. Accordingly, Plaintiffs' Motion is DENIED.

4. **Plaintiffs' Motion to Compel Discovery Responses**

Bryan Plaintiffs requested that the court compel Main Street Village Defendants to Answer their Interrogatories and provide the documents requested in their request for documentations which served on them September 15, 2014. Main Street Village Defendants' stated that they responded to Plaintiffs request for Interrogatories and Plaintiffs request for Documentation (Production) on October 16, 2014 and served approximately 500 documents upon Plaintiffs via email on November 6th, 2014 with a hard copy sent via US Mail. Bryan Plaintiffs took issue with the lack of answers and documentation provided as Main Street Village Defendants' stating they were overly burdensome to answer and produce. Main Street Village Defendants stated that the objections were proper and that all relevant documentation had been produced. The Court instructed parties to attempt to resolve this discovery dispute as follows: Bryan Plaintiffs are to prepare of list of documents and interrogatories that they feel need for their case. Main Street Village Defendants agree to provide the information requested or provide proper objections they have for not providing the information Bryan Plaintiffs are requesting. If the parties cannot agree on the scope of discovery after attempting to resolve their disputes in good faith, they are instructed to inform the Court of the outstanding discovery issues. Accordingly, this Motion is STAYED pending further discovery negotiations.

5. Plaintiffs' Motion to Compel Attendance at Depositions

Plaintiff Lisa Bryan argued that she would like to depose Main Street Village Defendants in this case and has not been able to successfully schedule the depositions with counsel for Main Street Village Defendants. Counsel for Main Street Village Defendants argued that the depositions of his clients were improperly noticed and that Bryan Plaintiffs' Motion was inappropriate. The parties agreed to work together to schedule and conduct the requested depositions pursuant to the South Carolina Rules of Civil Procedure. Accordingly, this Motion was WITHDRAWN.

6. Main Street Village Defendants' Motion for a Protective Order

Main Street Village Defendants' withdrew this Motion in light of the parties' agreement to schedule and conduct the requested depositions pursuant to the South Carolina Rules of Civil Procedure. Accordingly, this Motion was WITHDRAWN.

AND IT IS SO ORDERED.

December 13, 2014-
March 2015


The Honorable Maité Murphy

Appellants Motion for Reconsideration of Judge Maite Murphys Order from the November
7, 2014 hearing dated and filed March 23, 2014.

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Daniel T. Bryan, Lisa D. Bryan, and Beach
Deli Enterprises dba MUNCHIES

Plaintiffs,

vs.

Dr. Marnix Snijder, USA Limited Partnership
V, L.P., Merrelyn Rogers, Renita Bryant,
Dimara Atlanta Investment Corp, and
Superior Heating and Air, Inc.

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-07-01811

**MOTION FOR RECONSIDERATION
AND CLARIFICATION**

2015 MAR 23 AM 8:43
BEAUFORT COUNTY, S.C.
CLERK OF COURT
JAN ROSENEAU

**PLAINTIFF'S MOTION FOR RECONSIDERATION OF THE DENIAL OF THE PLAINTIFF
DANIEL BRYAN'S REQUEST FOR ENTRY OF DEFAULT, DEFAULT JUDGMENT AND
DISMISSING OF ANSWER AND COUNTERCLAIMS**

Daniel T. Bryan, Plaintiff (herein Plaintiff Daniel Bryan) respectively moves this court to Reconsider the order from Judge Maite Murphy date stamped March 18, 2015 denying Plaintiff Daniel Bryan's motion for Entry of Default, motion for Default Judgment, motion to Dismiss Defendants Answer and Counterclaims and award damages in this case of action against Defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp.

ENTRY OF DEFAULT AND DEFAULT JUDGMENT

1. On or about July 29, 2014 Complaint Entered by Plaintiff Daniel Bryan.
2. On or about August 4, 2014, the civil coversheet, summons and complaint were duly served on each of the individual Defendants: Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp.
3. On or about September 4th, 2014 Affidavit of Default was entered as Plaintiff Daniel Bryan whereby Sheriff Cpl. Korinek served each Defendant a copy of the Plaintiff Daniel Bryans complaint on August 4th, 2014 at 12:30 PM. (Exhibit 1)

6+

4. On or about September 8, 2014 Motion for Default filed as Daniel Bryan never received the Defendants answer. (Exhibit 2)
5. On or about September 8, 2014 Order for Entry of Default was filed. (Exhibit 3)
6. On or about September 10th, 2014 a letter was sent with the Defendants answer to Plaintiff Daniel Bryans complaint register return receipt mail. This was the FIRST copy of the answer received by Plaintiff Daniel Bryan. (Exhibit 4)
7. On or about September 11th, 2014 a letter was sent to this honorable court from Defendants "copy of the Proof of Service of Answer and Counterclaims of Defendants" The proof of service is for Plaintiff LISA BRYAN only! NO PROOF OF SERVICE was submitted for Plaintiff DANIEL BRYAN. (Exhibit 5)
8. The complaint should have been answered by September 3, 2014 and was not in accordance with Rule 5(a) of the SC Rules of Civil Procedure requiring that

SERVICE AND FILING OF PLEADINGS AND OTHER PAPERS which states that answers are to be served upon each of the parties of record.

RULE 5(a)Service: When Required. Unless otherwise ordered by the court because of numerous defendants or other reasons, all (1) written orders; (2) pleadings subsequent to the original summons and complaint, which includes answers, counterclaims, cross claims, replies and amended complaints; (3) written motions, other than ones which may be heard ex parte; (4) written notices; (5) discovery requests and responses; (6) appearances; (7) demands; (8) offers of judgment; (9) designations of record or case; (10) grounds or exceptions on appeal; and (11) other similar papers shall be served upon each of the parties of record. No service need be made on parties in default for failure to appear, except that pleadings asserting new or additional claims for relief against them shall be served upon them in the manner provided for serving of summons in Rule 4, and notice of any trial or hearing on unliquidated damages shall also be given to parties in default.

Plaintiff Daniel Bryan NEVER received the Defendants Answer to his complaint. The Plaintiff Daniel Bryan asks that you reconsider the decision at the Motion Hearing denying the Motion for Default and Motion for Default Judgment. Defendants sent their answer addressed only to Plaintiff Lisa Bryan by certified mail. By the Defendants own admission to this honorable court, Plaintiff Lisa Bryan is the ONLY Plaintiff that Defendants can verify received the Defendants Answer. Additionally, all correspondences through the Defendants Attorney are postmarked via an Office Generated and Controlled Pitney Bowes Machine. This is not a valid US Postal Service generated date stamp.

Plaintiff Daniel Bryan did not receive the Defendants answer as verified through his certification. Therefore, Defendants failed to PLEAD and Failed to DEFEND their position within the thirty day period required therefore the Defendants are in DEFAULT. Plaintiff Daniel Bryan request that this honorable court ENTER THE DEFAULT and award a DEFAULT JUDGMENT against Defendants.

THE LAW: Entry of default is a ministerial act which a clerk is required to perform once default is made to appear by the affidavit of the moving party. See Thynes v. Lloyd, 294 S.C. 152, 153-54, 363 S.E.2d 122, 123 (Ct. App. 1987)

LAW: Unless an extension is granted, a defendant must serve his answer within thirty days "after the service of the complaint upon him." Rule 12(a), SCRPC. If a party has failed to "plead or otherwise defend [1] as provided by [the South Carolina Rules of Civil Procedure] and that fact is made to appear by affidavit or otherwise," the clerk of court will enter default. Rule 55(a), SCRPC. Entry of default is a ministerial act which a clerk is required to perform once default is made to appear by the affidavit of the moving party. See Thynes v. Lloyd, 294 S.C. 152, 153-54, 363 S.E.2d 122, 123 (Ct. App. 1987) (holding that "whether default was actually entered is of no consequence since the entry of default is a purely ministerial act which the clerk was required to perform once the default was made to appear by the affidavit" of the moving party).

MOTION FOR DISMISSAL OF COUNTERCLAIMS

Plaintiff Daniel Bryan hereby moves this Honorable Court to reconsider the Order Denying the Plaintiff Daniel Bryan Motion for an Order dismissing the counterclaims of Defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp in the above action pursuant to ***Rules 12(b)(5) insufficiency of service of process and 12(b)(6) failure to state facts sufficient to constitute a cause of action pursuant to the South Carolina Rules of Civil Procedure*** The grounds for this Motion are that Defendants have failed to state ANY facts sufficient to constitute a cause of action from their counterclaims as well as the Defendants have failed to serve Plaintiff Daniel Bryan in this matter and the subject of all the Defendants Counterclaims relate only to Plaintiff Beach Deli Enterprises, Inc who is the Tenant Plaintiff in this case. (The Defendants Counterclaims are embedded in their answer that was served only upon Plaintiff, Lisa D. Bryan under the header FOR A SIXTH DEFENSE BY WAY OF

COUNTERCLAIM and FOR A SEVENTH DEFENSE BY WAY OF COUNTERCLAIM both of which are not highlighted in their cover letter or answer header as counterclaims but rather just their answer.)

In the Defendants SIXTH DEFENSE BY WAY OF COUNTERCLAIM, Defendants state that:

- 1. the Landlord had performed all conditions under the lease. The Defendants fail to state ANY facts that are sufficient to constitute any a cause of action.*
- 2. that the legal proceedings implemented are harassment to Defendants. Yet again, the Defendants fail to state ANY facts that are sufficient to constitute any a cause of action.*
- 3. that the Tenants actions are a breach of implied duty of good faith and fair dealing under the lease. The Defendants fail to state ANY facts that are sufficient to constitute any cause of action.*
- 4. that the Tenant is in default of their lease. Again, the Defendants fail to state ANY facts that are sufficient to constitute any a cause of action.*
- 5. that the Tenant should dismiss their complaint with prejudice within thirty days of tenants receipt of this Answer and Counterclaim or be in default. The Defendants fail to state ANY facts that are sufficient to constitute any a cause of action.*
- 6. that Landlord demands that Tenant vacate the premises if they do not drop their complaint. The Defendants fail to state ANY facts that are sufficient to constitute any a cause of action.*
- 7. that if Tenants do not vacate, they will be evicted. The Defendants fail to state ANY facts that are sufficient to constitute any a cause of action.*
- 8. that Landlord seeks damages of unpaid rent after Tenants default. The Defendants fail to state ANY facts that are sufficient to constitute any a cause of action.*

In the Defendants SEVENTH DEFENSE BY WAY OF COUNTERCLAIM, Defendants state that:

- 9. that Landlord seek declaration from this court that it has breached no provision of the Lease with Tenant. Again, the Defendants fail to state ANY facts that are sufficient to constitute any a cause of action.*

The counterclaims set forth in the Defendants answer were only properly served upon Lisa D. Bryan, Plaintiff. The Defendants acknowledge Proof of Service of answer and counterclaims was on Lisa D. Bryan only in their own letter to this honorable court dated September 11, 2013. SC Rule 5: Service and Filing of Pleadings and Other Papers explicitly states that all major documents and papers, including, but not limited to, pleadings and amended pleadings discovery requests and responses, motions and similar papers *are to be served on every party of record*. The Defendants did not serve Plaintiff Daniel Bryan. The counterclaims are geared towards the "Tenant" and the "Tenant" in this case is Beach Deli Enterprises.

Secondly, the Defendants counterclaims do not stated ANY FACTS as stated in Plaintiff Daniel Bryan's motion to dismiss filed with this honorable court on September 22, 2014. They are just statements without facts made by Defendants trying to bully Plaintiff into withdrawing their complaint for fear of eviction. The Plaintiff Daniel Bryan asks that this honorable court clarify its decision on the Plaintiff Daniel Bryan's motion to dismiss counterclaims and answer.

Therefore, Plaintiff Daniel Bryan requests this honorable court to dismiss the Defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp Answers to Plaintiffs Complaint and Defendants Counterclaims in the above action pursuant to the South Carolina Rules of Civil Procedure Rule 12(b)(5) insufficiency of service of process and Rule 12(b)(6) failure to state facts sufficient to constitute a cause of action.

LAW: The South Carolina Supreme Court has held that "[i]t is clear under South Carolina law that mailing does not constitute filing. When a statute requires the filing of a paper or document, it is filed when delivered to and received by the proper officer." Gary v. State, 347 S.C. 627, 557 S.E.2d 662 (2001). Fox v. Union-Buffalo Mills, 226 S.C. 561, 86 S.E.2d 253 (1955).^[1] The Court further noted that a statute or rule may define "filing" otherwise. Id. at n.1.[3] However, neither § 9-1-1540 nor any SCRS regulation alters the general rule that filing requires delivery and receipt.

SUMMARY OF DETAILED ACCOUNTING OF PLAINTIFFS DAMAGES

Plaintiff Daniel Bryan requests that the honorable court enter the following accounting of the Plaintiff Daniel Bryan's damages in this case:

1. The loss to Plaintiff Daniel Bryan is at minimum \$1000.00 per day for the remaining 11.5 years or 4197 days. Factoring in cost of living and price increases, the loss to Plaintiffs is \$ 5,000,000.00.
2. Plaintiff Daniel Bryan has a loss of \$ 10,000.00 for the hood that has been purchased.
3. Plaintiff Daniel Bryan has a loss of \$ 300,000.00 for the loss of their ability to sell MUNCHIES.

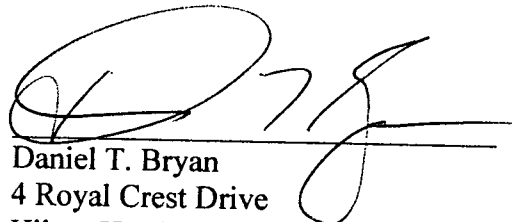
4. Plaintiff Daniel Bryan has damages for not being able to grow his business and the infliction of emotional distress and harassment by Defendants is \$ 1,750,000.00.
5. The discriminatory practices by Defendants have prevented Plaintiff Daniel Bryan from growing their business and the ability for them to service their customers. These practices have caused both financial and emotional harm in the amount of \$ 500,000.00

The Plaintiff Daniel Bryan in this case has a total damages in the amount of \$ 7,560,000.00 as there is still 11.5 years remaining on his companies lease. Further details are outlined in the Plaintiffs Complaint.

SUMMARY

WHEREFORE, the Plaintiff prays this honorable court to Enter Default, Enter Default Judgment, Dismiss the Defendants Answer and Counterclaims and Award Plaintiff Damages in favor of Plaintiff for a total judgment of \$ 7,560,000 for the causes of action brought by Plaintiffs against Defendants for Plaintiffs financial and emotions harm considering there is eleven and one half (11.5) years remaining on the Plaintiffs lease according to the law.

March 23 2015
SA



Daniel T. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

CERTIFICATE OF SERVICE

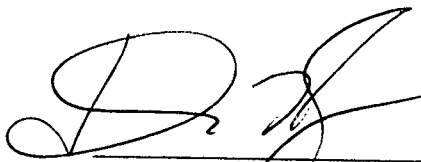
I certify that on March 23, 2015 a copy of this motion to reconsider was sent to was delivered via US Mail to:

Mr. Eric M. Staggs, Esq.
Laughlin and Bowen Law Firm
92A Main Street
Hilton Head, SC 29926
Attorney for Plaintiff Beach Deli Enterprises, Inc.

Jeffery T. Stover
Attorney for the Defendants
P.O. Box 22129
Charleston, SC 29412
843-576-2827
843-577-3369 (fax)
jstover@turnerpadget.com

2015 MAR 23 AM 8:43
ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

March 23, 2015



Daniel T. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

Exhibit 1

STATE OF SOUTH CAROLINA
BEAUFORT COUNTY

IN THE COURT OF COMMON PLEAS

DANIEL T. BRYAN

and

LISA D. BRYAN

and

Beach Deli Enterprises,
DBA MUNCHIES

Plaintiffs

vs.

Dr. Marnix Snijder

and

USA Limited Partnership V, L.P.

and

Merrelyn Rogers

and

Renita Bryant

and

Dimara Atlanta Investment Corp

and

Superior Heating and Air, Inc.

Defendants

CASE #: 2014-CP-07-1811

AFFIDAVIT OF DEFAULT

CLERK OF COURT
BEAUFORT COUNTY, S.C.
JAN 10 2015

2014 SEP -4 PM 4:08

Plaintiffs Daniel T. Bryan and Lisa D. Bryan, personally appeared before me, who being duly sworn, states that the Civil Action Cover Sheet, Summons and Complaint in this action was

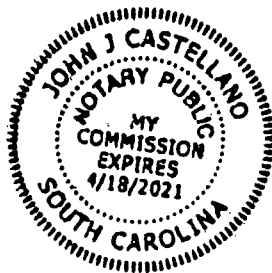
served on the defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp through their Attorney Bret T. Pruehs, Attorney at Law, McNair Law Firm, P.A., Hilton Head Island Office, Shelter Cove Executive Park , 23-B Shelter Cove Lane, Suite 400, Hilton Head Island, SC 29928 on August 4, 2014 at 12:30 PM by Beaufort County Sherrieff Cpl. Korinek which required that the defendants answer the complaint before or on September 3, 2014. The defendants failed to answer as required and are now in default.

Sworn to before me, this 4th

Day of September, 2014

John J. Castell
Notary Public for South Carolina

My Commission Expires 4-18-2021



Lisa D. Bryan 9/4/2014

Lisa D. Bryan

Date

Daniel T. Bryan 9/4/14

Daniel T. Bryan

Date

Exhibit 2

STATE OF SOUTH CAROLINA
BEAUFORT COUNTY

IN THE COURT OF COMMON PLEAS

DANIEL T. BRYAN

and

LISA D. BRYAN

and

Beach Deli Enterprises,
DBA MUNCHIES

Plaintiffs

vs.

Dr. Marnix Snijder

and

USA Limited Partnership V, L.P.

and

Merrelyn Rogers

and

Renita Bryant

and

Dimara Atlanta Investment Corp

and

Superior Heating and Air, Inc.

Defendants

CASE #: 2014-CP-07-1811

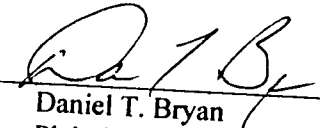
MOTION FOR ENTRY OF DEFAULT

2014 SEP -8 AM 8:13
CLERK OF COURT
BEAUFORT COUNTY, SC

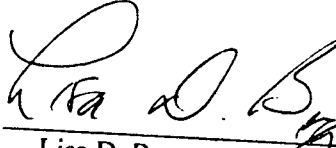
MOTION FOR ENTRY OF DEFAULT JUDGMENT

Plaintiffs request that the clerk of court enter default against defendants pursuant to Federal Rule of Civil Procedure 55a. In support of this request plaintiffs relies upon the record in this case and the affidavit submitted herein.

The complaint in the above case was filed in this court on the 29 day of July 2014. The summons and complaint were duly served on the Defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp through their Attorney Bret T. Pruehs, Attorney at Law, McNair Law Firm, P.A., Hilton Head Island Office, Shelter Cove Executive Park , 23-B Shelter Cove Lane, Suite 400, Hilton Head Island, SC 29928 on August 4, 2014 at 12:30 PM by Beaufort County Sherriff Cpl. Korinek which required that the defendants answer the complaint before or on September 3, 2014. The defendants have failed to appear, plead or otherwise defend by filing their answer thirty days from the date of service which would have been before or on September 3, 2014. Defendant was not in military service and is not an infant or incompetent as appears in the declaration of Daniel T. Bryan and Lisa D. Bryan submitted herewith.


Daniel T. Bryan
Plaintiff - Pro Se


Date


Lisa D. Bryan
Defendant - Pro Se

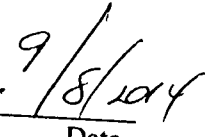

Date

Exhibit 3

STATE OF SOUTH CAROLINA
BEAUFORT COUNTY

IN THE COURT OF COMMON PLEAS

DANIEL T. BRYAN

and

LISA D. BRYAN

and

Beach Deli Enterprises,
DBA MUNCHIES

Plaintiffs

CASE #: 2014-CP-07-1811

vs.

ORDER FOR ENTRY OF DEFAULT

Dr. Marnix Snijder

and

USA Limited Partnership V, L.P.

and

Merrelyn Rogers

and

Renita Bryant

and

Dimara Atlanta Investment Corp

and

Superior Heating and Air, Inc.

Defendants

ORDER FOR ENTRY OF DEFAULT JUDGMENT

Plaintiffs request that the clerk of court enter default against Defendants Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant and Dimara Atlanta Investment Corp pursuant to Federal Rule of Civil Procedure 55a. It appearing from the record that defendants have failed to appear, plead or otherwise defend by filing their answer thirty days from the date of service which would have been before or on September 3, 2014. The default of defendants is hereby entered pursuant to Federal Rule of Procedure 55a.

Dated this _____ day of _____ 2014

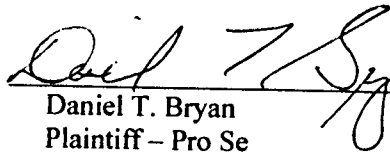
The Honorable Gerri Ann Roseneau

CERTIFICATE OF SERVICE

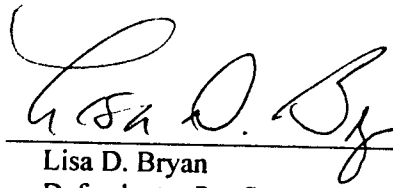
We certify that on September 8, 2014 a copy of Plaintiffs Motion for Entry of Default and Order for Default was mailed to all parties, addressed as shown below, via US Mail, first class postage prepaid.

Bret T. Pruehs
Associate
Attorney at Law

McNair Law Firm, P.A.
Hilton Head Island Office Shelter Cove Executive Park
23-B Shelter Cove Lane
Suite 400
Hilton Head Island, SC 29928

 9/8/2014

Daniel T. Bryan Date
Plaintiff – Pro Se

 9/8/2014

Lisa D. Bryan Date
Defendant – Pro Se

120

M C N A I R
ATTORNEYS

Post Office Box 11390
Columbia, South Carolina 29211

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CERTIFIED MAIL



7013 0600 0000 7323 7492



U.S. POSTAGE >> PITNEY BOWES



ZIP 29211 \$ 007.40⁰
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0001372615 SEP 10 2014

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Daniel T. Bryan
4 Royal Crest Dr.
Hilton Head, SC 29928

Handwritten notes:
CY
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9/16
9/27/14

2992835506 0004

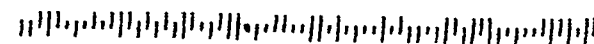


EXHIBIT 4

Exhibit 5

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Daniel T. Bryan, Lisa D. Bryan, and
Beach Deli Enterprises, D/B/A MUNCHIES,
Plaintiffs,

v.

Dr. Marnix Snijder, USA Limited Partnership
V, L.P., Merrelyn Rogers, Renita Bryant,
Dimara Atlanta Investment Corp., and Superior
Heating and Air, Inc.

Defendants.

) IN THE COURT OF COMMON PLEAS

)

) Civil Action No.: 2014-CP-07-1811

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I hereby certify that the Answer and Counterclaims for the above stated defendants was served upon Plaintiff Lisa D. Bryan via Certified Mail – Return Receipt Requested on September 3, 2014, and the United States Postal Service Return Receipt for the Answer was received on September 9, 2014 as shown on the return receipt filed herewith.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X <i>[Signature]</i> B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No <i>[Signature]</i>
1. Article Addressed to: Lisa D. Bryan 4 Royal Crest Dr. Hilton Head, SC 29928	3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
2. Article Number (Transfer from sender) 7013 0600 0000 7323 7560	4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Benjamin Edward Nicholson, V

[Signature]
McNAIR LAW FIRM, P.A.

Post Office Box 11390

Columbia, South Carolina 29211

(803) 799-9800

nnicholson@mcnair.net

ATTORNEYS FOR DEFENDANTS

September 11, 2014

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF

Beaufort

Daniel T. Bryan et al

Plaintiff,

vs.

Dr. Marnix Snijder et al

Defendant.

IN THE COURT OF COMMON PLEAS
Beaufort JUDICIAL CIRCUIT

CASE NO.: *2014-CP-071811*

2014CP071811

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

2015 MAR 23 AM 8:43
ANN ROSENEAU
CLERK OF COURT
BEAUFORT COUNTY, S.C.

Plaintiff's Attorney:

Jeffrey Stover, Bar No. _____

Address:

P.O. Box 22129

Charleston, SC 29412

Phone: 843-576-2827 Fax _____

E-mail: jstover@turnerpadget.com Other: _____

Defendant's Attorney:

Daniel T. Bryan, Bar No. Pro Se

Address:

4 Royal Crest Drive

Hilton Head SC 29928

Phone: 843-368-7433 Fax _____

E-mail: lisabryan_1ddi@msn.com Other: _____

- ☐ 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 for Reconsideration and clarification

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 of Attorney for ☒ Plaintiff / ☐ Defendant

March 23, 2015

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, SCRCP)
☐ 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: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

122

Judge Marvin Dukes III Order from the March 18, 2015 Motions Hearing dated April 23,
2015 and filed April 24, 2015.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

Civil Action No. 2014-CP-07-01811

Daniel T. Bryan, Lisa D. Bryan, and Beach)

Deli Enterprises d/b/a Munchies,)

Plaintiff,)

vs.)

Dr. Marnix Snijder, USA Limited)

Partnership V, L.P., Merrelyn Rogers,)

Renita Bryant, Dimara Atlanta Investment)

Corp., and Superior Heating and Air, Inc.,)

Defendants.)

2015 APR 24 AM 10:11

BEAUFORT COUNTY, S.C.
CLERK OF COURT

ORDER

This matter came before the Court on March 18, 2015, for a hearing on certain dispositive motions by the Defendants Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant, and Dimara Atlanta Investment Corp. (collectively "Defendants"). Specifically, the Court heard the Defendants' Motion to Dismiss and Motion for Judgment on the Pleadings. Jeffrey T. Stover of Turner, Padgett, Graham and Laney, P.A. represented the Defendants at the hearing. Eric Staggs of Laughlin and Bowen, P.C. represented the Plaintiff Beach Deli Enterprises Inc. d/b/a Munchies ("Munchies"). Daniel T. Bryan and Lisa D. Bryan (collectively the "Bryans") appeared *pro se*.¹

STATEMENT OF THE CASE

This action arises from a dispute between Munchies, a restaurant in Hilton Head, and Defendants, its commercial landlord and associated parties. The Bryans are principals and/or

¹ The Bryans had previously requested that the hearing on Defendants' motions be continued. In making that request, the Bryans submitted a memorandum in support of the continuance to the court noting that a hearing on other motions had been held on November 7, 2014, and the presiding judge at that hearing (the Honorable Maite Murphy) had not yet filed an order. The Bryans expressed concern that proceeding with the current motions before Judge Murphy issued a ruling on the previous motions could deprive the Bryans of the ability to pursue a motion for reconsideration and/or an appeal of that ruling. Defendants opposed the requested continuance, and the Court denied it. However, the Order on the November 7, 2014 motions was filed prior to the hearing.

employees of Munchies, but they are not parties to the lease agreement and have no contractual relationship to Defendants. The Complaint does not allege facts that would establish any other type of legally-recognized relationship between the Bryans and Defendants.

Munchies alleges that Defendants undertook a series of actions that breached the lease agreement and/or harmed Munchies' business operations. Those allegations are set forth as the basis for three causes of action: (1) Breach of Contract/Breach of the Implied Covenant of Good Faith and Fair Dealing, (2) Breach of Quiet Enjoyment and (3) Discrimination. The Breach of Contract cause of action seeks damages arising from alleged losses suffered or to be suffered by Munchies allegedly resulting from Defendants' refusal to allow Munchies to install a restaurant hood in its current kitchen. The Breach of Quiet Enjoyment cause of action seeks damages arising from Defendants' alleged failure to allow Munchies to install a hood and from alleged threats of eviction by Defendants. The damages are in the form of diminished ability to grow the business of Munchies and for emotional distress and harassment. The Discrimination cause of action claims that Defendants have unfairly treated Munchies differently than other businesses located in the same complex/development. The Complaint alleges that the "discriminatory practices by Defendants have prevented Plaintiffs from growing their business and the ability for them to service their customers." As a result of these alleged acts, the Complaint seeks damages as a result of financial and emotional harm.

ARGUMENTS

Defendants asserted the following arguments: (1) the Bryans should be dismissed because they are not proper parties to this action, and (2) the claims of Munchies, as a corporation, should be dismissed until such time as the company is represented by counsel. Defendants contend that the recovery sought in the Complaint arises from alleged breaches of alleged obligations owed under a commercial lease agreement to which Munchies is party but the Bryans are not. Accordingly,

Defendants contend that the Bryans do not have standing to assert the claims set forth in the Complaint.

The Bryans submitted a memorandum in opposition to Defendants' Motions in which they argued there were two components to this case: (1) the claims asserted by Munchies, and (2) alleged discrimination and harassment against the Bryans individually. As to the second purported component, the Bryans argued that employees of Defendants were constantly harassing them and that one or more of Defendants were talking to other tenants about the Bryans, causing them to be outcasts from the Main Street Village Community.

STANDARD OF REVIEW

"Any party may move for a judgment on the pleadings under Rule 12(c), SCRPC. When considering such motion, the court must regard all properly pleaded factual allegations as admitted. ... On review of the motion, the court may not consider matters outside the pleadings. ... A judgment on the pleadings against the plaintiff is not proper if there is an issue of fact raised by the complaint which, if resolved in favor of the plaintiff, would entitle him to judgment. ... When a fact is well pleaded, any inference of law or conclusions of fact that may properly arise therefrom are to be regarded as embraced in the averment. Moreover, a complaint is sufficient if it states any cause of action or it appears that the plaintiff is entitled to any relief whatsoever. Our courts have held that pleadings in a case should be construed liberally so that substantial justice is done between the parties. ... Furthermore, 'a judgment on the pleadings is considered to be a drastic procedure by our courts.'" *Falk v. Sadler*, 341 S.C. 281, 286-87, 533 S.E.2d 350, 353 (Ct. App. 2000) (internal citations omitted).

ANALYSIS

In their Motions, Defendants assert the Bryans should be dismissed because the damages sought in the Complaint are limited to compensation for alleged breaches of duties owed to Munchies, a tenant of Main Street Village, but not to the Bryans, who are not tenants. Defendants contend that

the Bryans, as non-parties to the commercial lease, lack standing to assert the claims included in this action, which involve allegedly wrongful acts committed against the tenant under the lease. Defendants argue that only Munchies, as the actual tenant, has standing to pursue to such claims. Defendants also seek dismissal of the claims of Munchies, as a corporation, until such time as Munchies is represented by counsel.

The Court has read and considered all the allegations and causes of action set forth in the Complaint. Even when liberally construing the Complaint in the Bryans' favor, the Court cannot discern any basis for a personal cause of action on behalf of the Bryans. All of the recovery Plaintiffs seek in this lawsuit arises from losses allegedly sustained by Munchies as a result of breaches of a commercial lease and/or other violations of duties owed by Defendants by virtue of Munchies status as a tenant. In short, all of the damages sought under the three causes of action stem exclusively from the landlord-tenant relationship. Thus, only the actual tenant, Munchies, may pursue those claims. The Bryans are not parties to the lease and cannot assert any claims against Defendants based upon the way Munchies has been treated. For this reason, the Bryans are not the proper parties to assert and/or pursue the causes of action set forth in the Complaint.

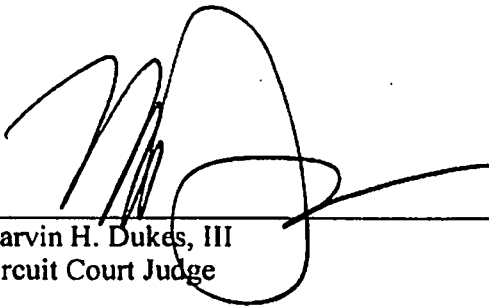
At the hearing, the Bryans argued that the Complaint alleged a defamation claim against Defendants. However, the Complaint does not set forth a claim for defamation (either by the Bryans or by Munchies), does not mention or allege the legal elements required to establish a cause of action for defamation under South Carolina law, and does not seek damages arising from defamation. This deficiency is apparent even when the Complaint is liberally construed in the Bryans' favor. Therefore, to the extent this argument was properly before the Court, it does not support the Bryans' opposition to the present motions.

For all of these reasons, the Bryans are not proper parties to this action, and they should be dismissed. The Court therefore grants Defendants' motions to the extent they seek the dismissal of the Bryans as plaintiffs.

Defendants also requested dismissal of Munchies' claims because counsel had not appeared on its behalf. *See Renaissance Enters., Inc. v. Summit Teleservices, Inc.*, 334 S.C. 649, 651, 515 S.E.2d 257, 258 (1999) (a non-lawyer cannot represent a corporation in circuit court). Between the time Defendants filed their motion and the date of the hearing, Eric Staggs, Esq., appeared as counsel for Munchies in this matter. Accordingly, the Court denies Defendants' motions to the extent they request dismissal of Munchies' claims.

Based on the reasoning set forth above, Defendants' motions are **GRANTED** as to the Bryans, and the Bryans are hereby dismissed as plaintiffs from this action. Defendants' motions are **DENIED** as to Munchies.

AND IT IS SO ORDERED.


Marvin H. Dukes, III
Circuit Court Judge

Beaufort, South Carolina

4/27, 2015

Appellants notice of appeal sent May 8, 2014 and filed May 13, 2015.

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY

Court of Common Pleas

Judge Marvin Dukes III, Circuit Court Judge

Case No. 2014-CP-07-01811

Dr. Marnix Snijder, USA Limited Partnership V, L.P., Merrelyn Rogers, Renita Bryant, Dimara
Atlanta Investment Corp.,,
Respondents,

v.

Daniel T. Bryan and Lisa D. Bryan,
Appellants.

NOTICE OF APPEAL

Daniel T. Bryan and Lisa D. Bryan appeals the order of the Honorable Judge Marvin Dukes III dated April 24, 2015. Appellant received written notice of entry of this order on April 27, 2015.

Attorney for the Respondents

Jeffery T. Stover

P.O. Box 22129

Charleston, SC 29412

843-576-2827

843-577-3369 (fax)

jstover@turnerpadget.com

Appellants Appear Pro Se

Daniel T. Bryan

Lisa D. Bryan

4 Royal Crest Drive

Hilton Head, SC 29928

843-368-7433

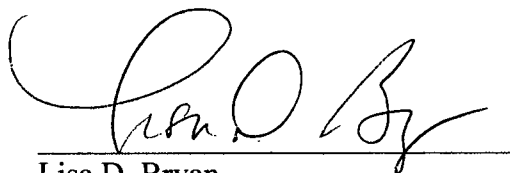
CERTIFICATE OF SERVICE

I certify that on May 8, 2015 a copy of this Notice of Appeal was sent via US Priority Mail to US Mail to:

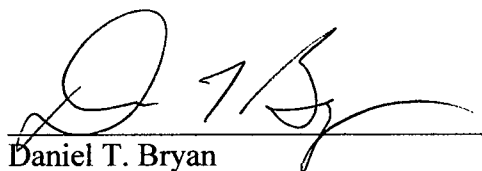
Mr. Eric M. Staggs, Esq.
Laughlin and Bowen Law Firm
92A Main Street
Hilton Head, SC 29926
Attorney for additional Plaintiff Beach Deli Enterprises, Inc.

Jeffery T. Stover
Attorney for the Defendants / Respondents
P.O. Box 22129
Charleston, SC 29412
843-576-2827
843-577-3369 (fax)
jstover@turnerpadget.com

May 8, 2015



Lisa D. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433



Daniel T. Bryan
4 Royal Crest Drive
Hilton Head, SC 29928
843-328-7433

Heather McLeod, Judge Dukes III, Master in Equity for Beaufort County's Judicial Assistants email that the court reporter was on Family Leave the day of the March 18, 2015 Motions Hearing and there were no transcripts taken at the March 18, 2015 Motions hearing.

New Reply Delete Archive Junk Sweep Move to Categories

Lisa Bryan



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RE: Daniel T. Bryan, et al. vs. Marnix Snijder, et al.; 14-1811



Heather McLeod 3/31/15

To: Lisa Bryan Cc: Jeffrey Todd Stover (JStover@TurnerPadget.com), Ned Nicholson (N...

Lisa:

The Court's Court Reporter was on Family Medical Leave on March 18th so I know she did not transcribe the hearing. If there was a Court Reporter present then one of the attorneys who attended the hearing would have made those arrangements and you will need to get that information from the attorney. I have copied the attorneys of record in this case on this email so they can let you know if they did in fact make arrangements for a Court Reporter to be present at the March 18th hearing.

If there was no Court Reporter present then there is no transcript to request. Judge Dukes does not video or audio record hearings before him

Please contact us immediately if you are waiting on a ruling and it has been more than 30 days.

If you have a motion older than 30 days, needing a hearing, please email me a filed copy and I will work with you on scheduling. Please note, there may be jurisdiction or conflict issues resulting in Judge Dukes' inability to hear a motion.

Thanking You in Advance,

Heather R. H. McLeod,

Judicial Assistant to

Hon. Marvin H. Dukes, III

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https://blu170.mail.live.com/?tid=cmnQ-n263X5BGwMwAhWtahwA2&fid=flsearch&srch=1&skws=heather&... 5/24/201

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133

New Reply Delete Archive Junk Sweep Move to Lisa Bryan's calendar



heather

Folders

Inbox 2135

MAIN STREET

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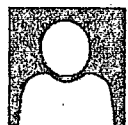
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Hi

Search Results

New folder

RE: Daniel T. Bryan, et al. vs. Marnix Snijder, et al.; 14-1811



Stover, Jeffrey T. 3/31/15

To: McLeod, Heather, Lisa Bryan Cc: Ned Nichols...

Heather:

To confirm, there was not a court reporter at the hearing.

Jeff

Tip

With Outlook calendar it's easy to track appointments and send invites to friends.

Get started →

Jeffrey T. Stover

Attorney

PO Box 22129 | Charleston, SC

29413

Turner | Padgett

40 Calhoun Street, Suite 200 |

Charleston, SC 29401

843-576-2827 | Fax 843-577-

1656

jstover@turnerpadgett.com

[Bio](#) | [vCard](#) | [Location](#)

From: McLeod, Heather [mailto:hmcleod@bcgov.net]

Sent: Tuesday, March 31, 2015 9:57 AM

To: Lisa Bryan

Cc: Stover, Jeffrey T.; Ned Nicholson (Nnicholson@mcnair.net)

Subject: RE: Daniel T. Bryan, et al. vs. Marnix Snijder, et al.; 14-1811

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Beaufort County Fourteenth Judicial Circuit Public Index



Beaufort County Fourteenth Judicial Circuit Public Index



[Beaufort County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Daniel T Bryan , plaintiff, et al VS Marnix Snijder , defendant, et al

Case Number:	2014CP0701811	Court Agency:	Beaufort County Common Pleas	Filed Date:	07/29/2014
Case Type:	Common Pleas	Case Sub Type:	Breach of Cont 140	File Type:	Jury
Status:	Appeal	Assigned Judge:			
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Click the ☒ icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Beach Deli Enterprises					Plaintiff		03/20/2015
☒ Bowen, William M. (Inactive)	PO Box 6128 Hilton Head Island SC 29938				Defendant Attorney		01/22/2015
☒ Bryan, Daniel T (Inactive)	4 Royal Crest Drive Hilton Head Island SC 29928				Plaintiff		05/20/2015
☒ Bryan, Daniel T (Inactive)	4 Royal Crest Drive Hilton Head Island SC 29928				Plaintiff Pro Se		04/24/2015
☒ Bryan, Lisa D (Inactive)	4 Royal Crest Drive Hilton Head Island SC 29928				Plaintiff		04/24/2015
☒ Bryan, Lisa D	4 Royal Crest Drive Hilton Head Island SC 29928				Plaintiff Pro Se		07/29/2014
☒ Bryant, Renita					Defendant		07/29/2014
☒ Dimara Atlanta Investment Corp					Defendant		07/29/2014
☒ Honeycutt, Jenny Costa(Inactive)	PO Box 13466 Charleston SC 29422				Defendant Attorney		04/03/2015
Munchies					Plaintiff		07/29/2014
☒ Nicholson, Benjamin Edward V	PO Box 11390 Columbia SC 29211				Defendant Attorney		09/09/2014
☒ Rogers, Merrelyn					Defendant		07/29/2014
☒ Snijder, Marnix					Defendant		12/04/2014
☒ Stover, Jeffrey Todd	PO Box 22129 Charleston SC 294132129				Defendant Attorney		10/22/2014
☒ Superior Heating And Air Inc(Inactive)					Defendant		02/23/2015
☒ Usa Limited Partnership V Lp					Defendant		07/29/2014

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Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Bryan, Daniel T	Appeal/Notice of Appeal	Action		05/13/2015-15:39		
Bryan, Daniel T	Order Granting Bryans dismissed as Plaintiffs, Denied as to	Order		04/24/2015-16:46		
Bryan, Lisa D	Motion For Reconsideration & Clarification,Cert/Service	Motion		03/23/2015-08:52		
Bryan, Daniel T	Order on Motions For Entry of Default,Default Jgmt,Dismiss,	Order		03/18/2015-12:56		
Beach Deli Enterprises	Consent Order for Substitution of Counsel	Order		03/18/2015-08:48		
Bryan, Daniel T	ADR/Alternative Dispute Resolution (Workflow)	Action		02/24/2015-15:01	02/02/2015-15:01	
Bryan, Daniel T	Letter dated 2-23-15 from Lisa D Bryan	Filing		02/23/2015-11:23		
Bryan, Lisa D	Notice of ADR Mediators	Filing		02/23/2015-11:05		
Snijder, Marnix	Notice of Hearing Def Motion to Dismiss Judge Marvin H Dukes	Filing		02/23/2015-10:34		
Bryan, Daniel T	Letter from Lisa D Bryan 1-28-15	Filing		02/02/2015-10:30		
Bryan, Daniel T	Notice of Deposition for Merrelyn Rogers & Renita Bryant:	Filing		12/29/2014-12:02		
Bryan, Daniel T	Response to Def's Motion to Dism & Motion for Summary Judgment	Filing		12/17/2014-08:58		
Bryan, Daniel T	Request Plts for Production & Interrogatories: Crt Svc	Filing		11/18/2014-10:43		
Snijder, Marnix	Motion for Judgment on the Pleadings.	Motion		11/14/2014-12:46	03/18/2015-12:46	
Bryan, Daniel T	Stip/Dismissal of Superior Heating & Air Inc ONLY	Filing		11/05/2014-16:04		
Snijder, Marnix	Motion to Dismiss. Cert of Svc.	Motion		10/27/2014-14:42	03/18/2015-14:42	
Snijder, Marnix	Motion for Protective Order. Cert of Sv	Motion		10/27/2014-11:06	11/17/2014-11:06	
Bryan, Lisa D	Notice of Deposition :Crt Svc Attny 10-20-14	Filing		10/22/2014-12:20		
Bryan, Daniel T	Motion/Compel Answers to Interrog & Request Docs	Motion		10/20/2014-16:12	11/17/2014-16:12	
Bryan, Daniel T	Notice of Deposition: Crt Svc parties 9-29-14	Filing		10/15/2014-16:27		
Snijder, Marnix	Notice of Appearance by counsel(Jeffrey Stover)	Filing		10/09/2014-15:10		
Bryan, Lisa D	Answer to Defs Counterclaim; Cert Serv	Filing		09/30/2014-14:15		
Bryan, Daniel T	Response to Def Superior Heating/Air Req for Admissions;	Filing		09/30/2014-14:08		
Beach Deli Enterprises	Response to Def Superior Heating/Air Req for Admissions;	Filing		09/30/2014-13:26		

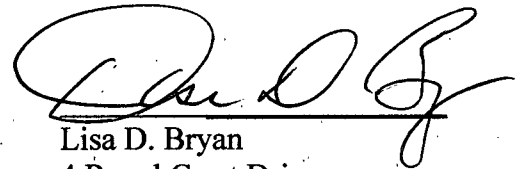
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Certificate of Counsel

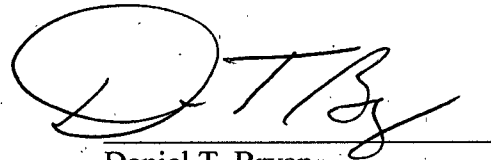
The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material and that the documents are in compliance with the order of the South Carolina Supreme Court with regards to insuring personal data identifiers and other sensitive information.

September 11, 2015



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