

By Fax TO: 803-734-1839

South Carolina Court of Appeals  
1220 Senate Street  
Columbia, SC 29201

**RECEIVED**

JUL 27 2016

SC Court of Appeals

**INITIAL BRIEF AND DESIGNATION OF MATTER**

Re: Timothy Keith v, Jayvant Pujara  
Appellate Case No. 2016-000906

**Facts of Case:**

-Jayvant Pujara, a Dry Cleaning Plant(Dry Clean Express Inc, Greenville, SC) owner entered in to a verbal contract with Timothy Keith,a Dry Cleaning Drop store(Crown Cleners, Simsonville,SC) owner,to carry out Dry Cleaning and Laundry in September 2014.

-Mr.Keith starts bringing in Loads of Dry Cleaning and Laundry for servicing at the Plant of Mr.Pujara till the final day of of dispute Monday Novemmber 17, 2014.

-Mr.Keith was presented with the Voucher of the Laundry services rendred during the preceeduing week who paid the same in full.

And during the course of further transections, Mr.Pujara could not present Mr.Keith with the weekly vouchers as the 1st one since he got very busy since he was in a process of acquiring more stores but had been taking good care of the Laundry brought in by Mr. Keith. Consequently daily drop off figures were steadily on the rise. A mention of the same is in the email communication between Mr.Pujara and Mr. Keith.

Mtr.Keith takes upon himself to provide a weekly check to for the services rendered which was assumed by Mr.Pujara as approximate amount for which he was advised at one point by an email communication that his accounts will be regularized by way of vouchers since now a window of time was presenting to Mr.Pujara and that accounts will have to be settled accordingly.

Moreover he had been also advised the cost of doing shirts and other articles was higher, specially shirts in absence of proper finishing equipment was amounting to higher labor and utility costs to us.....2

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Mr.Keith had been time and again using evasive tactics during coming to pickup his finished laundry to throw the counts off and Mr. Pujara can produce witnesses of the plant workers to this effect.

On Monday November 17<sup>th</sup>, 2014 when Mr. Keith arrived at the plant to retrieve his finished laundry from the previous drop off which would complete the previous week and a day extra and he was tendering a check for the same upon which he had been asked to settle the previous accounts per the vouchers now in the process of finishing.

Mr. Keith FLATLY REFUSED TO DO SO AND IN THE PROCESS WITHHELD THE CHECK HE HAD BROUGHT TO BE PAID FOR THE SERVICES RENDERED DURING THE PREVIOUS WEEK AND SAID HE WILL NOT MAKE THIS PAYMENT AND ALSO WILL NOT BRING FURTHER DROP OFFS.

MR.PUJARA ADVISED MR. KEITH HE WOULD WITHHOLD THE LAST DAY OF DROP OFF OF MR.KEITH IF HE REFUSED TO MAKE THE PAYMENT FOR THE PRECEDDING WEEKS WORK.

MR.KEITH TOOK A HIGH ROAD UPON THAT SAYING HE WAS GOING TO COMP ALL HIS CUSTOMERS FOR THE ITEMS OF HIS LAST DROP OFF AND LEFT.

Attempts were made by way of emails and phone calls to come to terms with Mr.Keith in the best interest of his customers but he would not relent.

Subsequently, Mr. Keith was advised by letter from an attorney by us to which he did not answer and next he filed a civil case 2015 CV2311000770 dated 3.6.2015 claiming we had changed the billing and that we were withholding laundry of his customers. Claiming damamages in the amount of \$5366 plus court costs.

We then filed a counter claim 2015CV2511000770 dated 4.22.2015 for the breach of contract arising from refusing to settle past dues in the amount of \$9,900.

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A few days after this, a part of Mr. Keith's last drop off from our premises went missing. Same was reported to the Greenville County law enforcement

We never ever heard from the Law enforcement agency nor any body personally came to investigate and on account being very busy trying to start a new Dry Cleaning plant could not peruse the matter with them.

Our case was heard in the Magistrate Butler's court during which we noted what amounted to be a perjury committed by the plaintiff Mr. Keith and his attorney and since there was not enough time at that point we requested for a reconsideration hearing.

It was pointed out at reconsideration hearing that Mr. Keith was shown a voucher (the very fist one handed to him by us and was settled to a "T" by him of which proof being his payment checks.

Perjury being in our opinion Mr. Keith having settled that voucher for one and secondly in possession of that voucher both him and his lawyer in the know of the same and putting it up to his client which was flatly denied by Mr. Keith having seen it ever.

Our reconsideration motion was denied for the fact our original case was interpreted at a later date by yet another magistrate weighing the merit of the case presented at first hearing which was misrepresented at many levels consequently perjury pointed out by us was not taken into account by the original magistrate Mr. Butler.

We proceeded to appeal our case in the Greenville, SC county court of appeals citing jurisdictional conflict that magistrate's court does not have jurisdiction over the case since the amounts claimed in the case exceed that over which magistrate's court can not decide by virtue of the law in the state of South Carolina which can be maximum of \$7,500 whereas in this case counter claim being \$9,900 and hence the case to be heard in the court of common pleas.

Our case 2015-CP-23-06328 was heard in the court of common pleas in Greenville, SC and the same was dismissed by the presiding judge.

Same was further appealed by the counsel of the plaintiff and was then upheld by the court of common pleas.

We sincerely hope the appellate court will closely scrutinize the facts of our case independently and bring us a much needed relief for the moneys owed to us but most of all vacate the grievous ill done to us by the plaintiff in not coming to an amicable solution so to prevent unnecessary waste of time of all concerned that two grown up adults and further preventing time and money consuming waste. Thank you. Sincerely

J. PUJARA

*Lis expected*

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