

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM MCCORMICK COUNTY
Donald Hocker Circuit Court Judge, Eleventh Circuit

Appellate Case No. 2017-000203

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SC Court of Appeals

R. Jay Lagroon, ... Appellant,

v.

SBA Communications Corp, ...Respondent.

RECORD ON APPEAL

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IN THE MAGISTRATE COURT OF MCCORMICK COUNTY
STATE OF SOUTH CAROLINA

R. JAY LAGROON,)
)
Plaintiff,)
) Civil Action File No.
vs.)
) 2014CV3510100096
SBA COMMUNICATIONS)
CORPORATION,)
)
Defendant.)

COPY

TRANSCRIPT OF EXCERPTED PROCEEDINGS

JURY TRIAL
PRETRIAL MOTIONS HEARING

Before the Honorable C. Ryan Johnson
Magistrate Court Judge
McCormick, Georgia

Held on December 18, 2014

APPEARANCES:

FOR THE PLAINTIFF: R. JAY LAGROON, PRO SE
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E X C E R P T O F P R O C E E D I N G S

PRETRIAL MOTIONS HEARING

THE COURT: We're here at McCormick County on December 18, 2014, just after 8:30, for the case of R. Jay Lagroon versus SBA Communications Corporation, Civil Case Number 2014CV3510100096. Present we have the plaintiff, Mr. Lagroon, as well as the representative for SBA -- the attorney for SBA Communications Corporation, Mr. Hodges.

There were motions that were delivered to my office yesterday by the plaintiff provided to the defendant either sometime yesterday or this morning; is that correct?

MR. HODGES: We got them a little after 4:00 yesterday via fax.

THE COURT: Okay.

Mr. Lagroon, why is it -- well, we are first going to address the motion about the videotaping of the trial or requesting a court reporter.

Why is it that you feel that's necessary?

THE PLAINTIFF: (No response.)

THE COURT: All right.

So Mr. Lagroon, you're no longer wanting to have the trial videotaped or have the court reporter present?

THE PLAINTIFF: (No response.)

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1 THE COURT: Mr. Lagroon, are you having hearing
2 difficulties?

3 THE PLAINTIFF: I'm sorry. I'm sorry.

4 THE COURT: Are you having hearing difficulties?

5 THE PLAINTIFF: I don't think so.

6 THE COURT: Okay. I'm wanting to know why you want
7 the trial videotaped or have a court reporter present.

8 THE PLAINTIFF: I'm sorry, Judge. I apologize.
9 I'm sorry. Could you repeat the question?

10 THE COURT: You asked in a motion to have the trial
11 video recorded or have a court reporter take the
12 transcript. Why?

13 THE PLAINTIFF: I don't remember. I'm sorry. I
14 apologize.

15 THE COURT: All right.

16 You also filed a motion asking for a change of venue
17 to move this to Greenwood County. Why is it that you want
18 this moved to Greenwood County?

19 THE PLAINTIFF: I'm sorry, Judge. The reason I asked
20 for a reporter was there's no record transmitted in the
21 previous magistrate court proceedings and there's no
22 record, even though a writ of mandamus is pending in the
23 Court. And that's why -- that's the reason.

24 THE COURT: Okay.

25 Did y'all have a response to that request?

1 MR. HODGES: Other than it was filed on the evening
2 before trial so getting a court reporter would be
3 impossible on such short notice. We would have no
4 objection to a court reporter being present but, given the
5 Court wasn't given an opportunity to hear this, you know,
6 before trial, we would be opposed to the motion because we
7 believe this is part of a larger effort to just delay
8 these proceedings further.

9 So we are ready -- we are here, we're ready to go
10 forward today. I assume a court reporter has not been
11 called and since one hasn't been called, we should go
12 forward without it being reported.

13 THE COURT: Okay.

14 The decision as to whether or not video cameras are
15 allowed in the courtroom is one that's in my complete
16 discretion. I am not required to have them; however, I am
17 allowed to let them in, if necessary.

18 It is highly unusual for a civil proceeding to be
19 recorded by videotape and, for that reason, I am going to
20 find that it is not necessary. I am digitally recording
21 this through audio recording. I will make sure that I
22 keep a copy of it and, if at any time either one of the
23 parties wants a copy of that digital recording, it can be
24 provided.

25 As for a court reporter, court reporters are not

1 required in magistrate court and, again, it would be
2 highly unusual to request one. So therefore, I am not
3 going to allow for a court reporter either.

4 The Court does not transcribe the record free of
5 charge for anybody. We can provide you with the audio
6 copy of the proceedings and you can either have it
7 transcribed on your own or there's people that we
8 recommend it to or put it out to for it to be -- for a
9 transcript to be created. But an audio file will be
10 created of these proceedings and your request for
11 videotaping or a court reporter is denied.

12 Mr. Lagroon, what about the change of venue? Why is
13 it that you want this moved to Greenwood County?

14 THE PLAINTIFF: Just to make it easier. Just to make
15 it easier. It's just closer for everybody involved.

16 THE COURT: Okay.

17 MR. HODGES: He filed the action in McCormick. He
18 selected the venue when the action was initiated. Again,
19 because you're from Greenwood, I'm from Columbia, it is
20 closer, but it was filed the day before the trial when we
21 had already made plans to be here in McCormick and it
22 doesn't give anybody a fair opportunity to consider it.

23 Again, we believe this is just part of a larger
24 effort to delay these proceedings and would oppose it on
25 those grounds.

1 THE COURT: In magistrate court, a change of venue is
2 defined as a change of judge, not necessarily a change of
3 location. And, Mr. Lagroon, when you had requested that
4 both judges here recuse themselves, that, in a sense, was
5 a ask for a change of venue. I was appointed to this case
6 and, in the magistrate court, you are only entitled to one
7 change of venue. So on those two principles, I am going
8 to deny your request that it be moved to Greenwood. Also,
9 my convenience is not a concern to the trial. I am here
10 and can be here whenever the trial proceeds.

11 All right.

12 And lastly, Mr. Lagroon, you raised a question
13 about -- raised the desire to have this case continued.
14 Why is it that you are want this case to be continued?

15 THE PLAINTIFF: My son -- they raped my boy. They
16 raped my boy. They -- my doctor -- my doctor -- my doctor
17 has got me on some things to help me because they raped my
18 boy. And it's hard.

19 THE COURT: What is it that your doctor has you on?

20 THE PLAINTIFF: This -- alprazolam.

21 THE COURT: And how long have you been taking that
22 medication?

23 THE PLAINTIFF: Is there water available?

24 (WHEREUPON, water was provided to the plaintiff.)

25 THE COURT: How long have you been taking the

1 medication?

2 THE PLAINTIFF: I'm sorry.

3 I was -- I don't remember. I don't remember. I

4 don't remember when it was prescribed.

5 THE COURT: Why is it that you -- when is it that you

6 last took the medication?

7 THE PLAINTIFF: The last -- I take it when I go to

8 bed because I can't sleep because they raped my boy.

9 THE COURT: When was the last time you took it? Was

10 it last night?

11 THE PLAINTIFF: I'm sorry. What was the -- I'm

12 sorry. What was the question?

13 THE COURT: The last time you took the medication was

14 last night?

15 THE PLAINTIFF: That's correct.

16 THE COURT: How did you get here this morning?

17 THE PLAINTIFF: My -- they dropped me off.

18 THE COURT: Who is they?

19 THE PLAINTIFF: My -- Sheila dropped me off.

20 THE COURT: And how is she related to you? How is it

21 that you know her?

22 THE PLAINTIFF: She -- she's -- she's my nurse.

23 THE COURT: And how are you intending to get home

24 from this proceeding?

25 THE PLAINTIFF: My -- same -- same.

1 THE COURT: So she's out there waiting for you?

2 THE PLAINTIFF: I don't -- I don't -- I don't know.

3 There's -- there's -- there's -- this is -- this is

4 the guy. This is the guy.

5 THE COURT: All right.

6 I understand from the paperwork you provided to the

7 Court that the Attorney General notified you that somebody

8 is being charged with an offense involving your child that

9 occurred some time ago.

10 THE PLAINTIFF: I got it --

11 THE COURT: It was delivered December the 12th?

12 THE PLAINTIFF: I think -- I think that's when

13 they -- I think that's when they sent it out.

14 THE COURT: Okay.

15 THE PLAINTIFF: And I don't --

16 THE COURT: I assume it's your Doctor that sent the

17 Court a letter, which is somewhat unusual, about your

18 situation. Is Dr. Frye -- is he the one that prescribes

19 you the medication?

20 THE PLAINTIFF: I don't know. I don't

21 know -- Dr. Frye. I'm sorry. I apologize. Dr. Frye.

22 THE COURT: Dr. Frye?

23 THE PLAINTIFF: Dr. Frye.

24 THE COURT: Is he the one that prescribed the

25 medication?

1 THE PLAINTIFF: I'm sorry. What -- I'm sorry. What
2 did you ask me?

3 THE COURT: Is Dr. Frye the person that prescribed
4 the alprazolam to you?

5 THE PLAINTIFF: No.

6 THE COURT: He's not?

7 THE PLAINTIFF: No. No. It's my family -- my family
8 physician, not Dr. Frye.

9 THE COURT: The circumstances involving the incident
10 with your son, is this the first time that you've ever
11 been prescribed that medication or have you taken it
12 before?

13 THE PLAINTIFF: I've never -- I've never had it.
14 I've never had it. I've never needed -- I've
15 never -- I've never had it.

16 THE COURT: Is there anything from the defense?

17 MR. HODGES: Your Honor, I would start by
18 saying -- and I do this at the risk of looking like a
19 coldhearted guy, which I am not, and I have a lot of
20 sympathy for Dr. Lagroon and his son. And the sexual
21 assault of a minor is a very serious thing and I don't
22 intend to make light of it. But I would say that pieces
23 of the story, as relayed in the motion, don't add up.
24 They don't make any sense.

25 First of all, the alprazolam, or however you

1 pronounce it, is a generic form of Xanax, which is a
2 pretty common anti-anxiety medication. Mr. Lagroon, as
3 noted on the prescription, he takes it at night before he
4 goes to bed to help him sleep. It would be highly unusual
5 to continue to feel, you know, some effects of it 12 or 13
6 hours after you take it before going to bed.

7 Dr. Frye is a psychologist. He couldn't have
8 prescribed the medication for Dr. Lagroon because
9 psychologists can't prescribe medications. Psychiatrists
10 can. And it's prescribed, as he said, to help him sleep.
11 Dr. Frye's letter doesn't mention anything about
12 difficulty sleeping.

13 And the idea or the premise -- see, the whole premise
14 of the motion is that Dr. Lagroon learned of the sexual
15 assault -- I guess learned the identity of the offender
16 through this letter that he received from the Attorney
17 General, which is dated December 12. The letter doesn't
18 say anything, other than the Attorney General has the case
19 and is working on it.

20 Undoubtedly, Dr. Lagroon knew about the abduction
21 when the abduction occurred, which was in June, according
22 to his affidavit. And then if we look at some of the
23 other documents, we see that this Masterson [ph] was
24 arrested for this somewhere in early December. December
25 3rd is the news release from the Attorney General

1 announcing to the public that they have arrested this
2 gentleman for this specific crime. That statement also
3 says that -- that news release also says that the victim
4 disclosed the activity to SLED during an interview. I can
5 only assume that that interview had to occur before they
6 charged the man and arrested him.

7 And so, while unfortunate and horrible, I find it
8 implausible that this letter -- this December 12 letter
9 conveyed any information to Dr. Lagroon that he wasn't
10 aware of previously.

11 I would also point out that, despite his overwhelming
12 grief upon receiving this information on December 15th, he
13 managed in the last 48 hours to prepare and file the
14 motion for continuance, which has got 20 pages of
15 attachments. He filed the motion for the change of venue
16 and he prepared and filed the motion for a videographer.
17 He also went to work on December 17th.

18 If we look at the picture of the prescription, you
19 can see that it was sent from an e-mail address at
20 Foolzbeveragewarehouse@aol.com. According to the Georgia
21 Secretary of State, that's Mr. Lagroon's business. It's a
22 liquor store located in Thompson, Georgia. And he emailed
23 that to himself, we believe, from a workstation at his
24 office at the store. He also managed to have these -- all
25 of these filings delivered to Greenwood and he managed to

1 meet with or speak with an attorney because, if you look
2 at the fax byline that arrived on my copy, that fax number
3 is shared by an attorney in Greenwood, South Carolina,
4 Mr. McCallum, who has appeared, tangentially, in this
5 case. A telephone call here and there, but never
6 made -- never noticed an appearance or formally appeared
7 in this case.

8 So again, while I express my deepest sympathy to
9 Dr. Lagroon and his family, we oppose -- strongly oppose
10 the motion for a continuance because we oppose any further
11 delay of this matter.

12 This matter was initially filed, I believe, in March
13 of this year and the procedural maneuverings have caused
14 it to be delayed until now. We are in mid-December. And
15 it is extremely important to my client to have these
16 matters resolved. They want a resolution. And we ought
17 to be able to resolve those today.

18 It is a couple of simple issues as to whether we paid
19 him rent or we didn't -- we ought to be able to knock that
20 out in a few minutes -- and whether he denied our folks
21 access to the property in violation. Both of those are
22 fairly simple.

23 This is highly unusual, but it fits in with the
24 overall picture of an effort to just delay these matters.

25 I would also remind the Court that Dr. Lagroon

1 contacted us all, I think, on the 12th and initially asked
2 for a continuance and there was no mention of a family
3 emergency or anything involving his son. He just asked
4 for a continuance. And when the Court indicated that, you
5 know, if he wanted to file a motion, he certainly could
6 and you would graciously take it up before the trial
7 started, and then all of this spilled out. If it was just
8 the family emergency, not the other motions that piled on
9 with it, I might view these things differently. But the
10 story, as told in this motion, I find it, you know, not
11 believable, Your Honor. And we are ready to go forward.

12 THE COURT: Mr. Lagroon, any response you have?

13 THE PLAINTIFF: (No response.)

14 THE COURT: Mr. Lagroon, you have no response to what
15 the attorney said?

16 THE PLAINTIFF: I'm sorry, Judge. I'm sorry. What
17 was the question? I apologize.

18 THE COURT: Do you have a response for Mr. -- to
19 Mr. Hodges' objection to your continuance?

20 THE PLAINTIFF: I'm sorry. Can he repeat -- can he
21 repeat that, please?

22 THE COURT: Were you not paying attention?

23 THE PLAINTIFF: I apologize, Judge. I'm sorry. I'm
24 trying -- I'm trying -- I'm trying my best to pay
25 attention. I'm sorry. I'm trying.

1 THE COURT: Okay.

2 This action was originally filed back on
3 March 24, 2014. It was first assigned to me in
4 July -- the end of July, July 23rd. I received the
5 material back on August the 4th and then, on August the
6 5th, I sent everybody a letter about the appeal and the
7 desire, I presume, from all parties to have a speedy
8 resolution to this matter. At that time, Mr. Lagroon, you
9 decided that it was not in your best interest to have a
10 speedy resolution, so that delayed the case further.

11 And while I sympathize with the situation that you're
12 in regarding your son, I am going to find that it's just a
13 delay tactic -- a delay tactic, and not necessarily a
14 reason for which a continuance should be granted. So
15 therefore, I am going to deny your request for a
16 continuance.

17 For purposes of the record, when I originally
18 received this material back in early August, there was
19 reference about Attorney Ed McCallum, who is a local
20 attorney in Greenwood, where I'm from. I had our office
21 contact him just to find out if there is -- if he is
22 involved in the case are not. And he did contact me and
23 say that he has represented Mr. Lagroon in the past but,
24 on this specific issue, he is not representing him. That
25 was the extent of our communication with regards to it, so

1 there was nothing about the facts of the case and the
2 interests of the parties. I don't think that falls under
3 ex parte communication, but it is something that should be
4 shared.

5 That being said, Mr. Lagroon, did you have any other
6 motions you wanted me to consider?

7 THE PLAINTIFF: No.

8 THE COURT: Was there anything from the defense with
9 regards to pretrial matters?

10 MR. HODGES: I would just ask that Mr. Lagroon be
11 instructed not to reference any of the family events or
12 any of the events that occurred with the son in front of
13 the jury. I think that would be inappropriate and would
14 potentially inject, you know, sympathy and empathy into
15 the equation when the issues to be decided out there don't
16 have anything to do with that.

17 And, too, I would ask the Court for a general
18 instruction that we stick -- that we stick to the issues
19 that are in the pleadings. There's two simple claims
20 here; one, for failure to pay rent, and our claim for
21 breach of contract. And I think there's a risk that
22 things could get very far afield today. And so I would
23 ask for, I guess, instructions from the Court to both
24 parties to, A, not mention anything that was included in
25 the substance of the motion for a continuance and, B, to

1 limit their presentation of evidence and argument to the
2 claims that are actually in the pleadings.

3 THE COURT: All right.

4 With regards to your first motion about the issues
5 involving Mr. Lagroon's son, I am going to grant that
6 motion.

7 The personal situation that you're going through
8 right now, Mr. Lagroon, would not be relevant at all to
9 what happened when this action occurred and, therefore,
10 should not be brought out in front of the jury. Any
11 prejudicial effect would substantially outweigh any
12 potential probative value, if there is any probative value
13 at all. So I would grant that motion and instruct you to
14 not bring that up during the trial.

15 Reviewing the pleadings, Mr. Lagroon, the way you
16 filled out your application for ejectment, you had it on
17 two grounds; one for failure to pay rent, and then a
18 second one for failure to comply with a term or condition
19 of the lease, other than failure to pay rent. Was that
20 your intention? Or is your only matter that they haven't
21 paid you rent?

22 THE PLAINTIFF: (No response.)

23 THE COURT: If you would like to see a copy of your
24 application, I would be happy to show it to you.

25 THE PLAINTIFF: I think -- I think --

1 THE COURT: That's the Court's copy. You checked
2 both the box for failure to pay rent and failure to comply
3 with a term of the lease agreement.

4 THE PLAINTIFF: They didn't -- they didn't pay the
5 rent and they were supposed to tell me if they were coming
6 to do any work and they didn't -- they didn't tell me.
7 They didn't let -- they didn't tell me.

8 THE COURT: All right.

9 Did you notify them that they had come to do work and
10 didn't tell you?

11 THE PLAINTIFF: They were arrested. They went around
12 and they broke the drive and they were -- they were
13 arrested and pled -- there is a -- there is a -- there's a
14 criminal -- criminal trespass charge.

15 THE COURT: Okay.

16 THE PLAINTIFF: And they were found -- they were
17 found guilty.

18 THE COURT: In a nonresidential lease, which is what
19 this is -- it's a commercial lease -- the law says,
20 essentially, that the lease between the two parties pretty
21 much dictates everything. And in the lease agreement, at
22 least as I read it, if there's any violation of that
23 lease, then you are required to notify them in writing to
24 cure that problem within the 30 days. Did you do that?

25 THE PLAINTIFF: Yeah.

1 THE COURT: Okay. And did you send it by certified
2 mail?

3 THE PLAINTIFF: I think I -- I think I did.

4 THE COURT: Okay. And did they fix the problem?

5 THE PLAINTIFF: No, the driveway -- the drive -- the
6 driveway is still broken.

7 THE COURT: Okay.

8 THE PLAINTIFF: It's all -- it's still -- it hasn't
9 been -- it hasn't been --

10 MR. HODGES: A couple of points, Your Honor. I would
11 like to know when they didn't pay rent; what specific
12 month -- that would certainly help narrow the
13 issues -- that we were alleged not to pay rent, because
14 I've got records out there from my company and
15 Mr. Lagroon's multiple bank accounts that we sent
16 subpoenas to the banks and got the bank statements where
17 the rent's been paid every month, as far as we can tell.

18 The lease does not require any advance notice of
19 contractors or employees of my client that were going to
20 the property for any reason, whatsoever. In fact, it says
21 the access is supposed to be to the site 24 hours a day,
22 seven days a week, without notice, and without any
23 additional payments. And they have the right to go to the
24 site to do anything they want; to build, construct,
25 repair, maintain, or tear down. And this is -- that's

1 what this is about. My client wants to take that tower
2 down. It is decommissioning the cell phone tower that is
3 on the leased premises, the premises that Mr. Lagroon
4 leases to SBA.

5 I'm not aware of any written notice from Mr. Lagroon
6 to SBA about a violation of any provision of the lease
7 agreement.

8 So in other words, the month that rent supposedly
9 wasn't paid, I'm not aware of any notice or communication
10 from Mr. Lagroon to SBA, saying, you didn't pay me rent
11 and you've got 30 days to cure -- or whatever the lease
12 says that the cure period is.

13 The only notice -- written document that I've ever
14 seen that alleges we failed to pay rent is that one, the
15 pleading in this case. And again, we've got records out
16 there we're prepared to show the Court because I think
17 that issue is one to be decided by the Court, not the
18 jury. I think you requested a jury on our counterclaim
19 but didn't request a jury on the claim about the rent. So
20 I think that is for the Court to decide.

21 As far as the driveway, that is why I asked the Court
22 to give us a limiting instruction on the issues to be
23 decided here today. At various times throughout my
24 interactions with Mr. Lagroon, this driveway damage pops
25 up and then it goes away and then it pops back up. We've

1 never been able to get to the heart of it. We've never
2 been able to understand it. You know, I've asked for
3 photographs of what he's talking about. I don't think
4 that's his -- that's an issue in this case. I don't think
5 he has a claim for damage to his driveway. That wouldn't
6 be -- that doesn't fall under the terms or conditions of
7 the lease. So in other words, alleging that you breached
8 the lease agreement, I don't think then brings in his
9 claims for the driveway damage, so I think it's
10 irrelevant.

11 But going to the criminal trespass. There was
12 a -- on February 25th, SBA sent contractors to the site.
13 They attempted to access the site. I don't know what
14 happened. I know he has a version of the events and I
15 know I've gotten a different version of the events from
16 the SBA contractors. I'm not sure which one is true. I
17 wasn't there. They were charged with trespass because, as
18 I understand it, they went around the locked gate. There
19 is an easement. The lease calls for an easement and a
20 right-of-way to be granted to the tower site so that SBA
21 and its contractors and employees can access it from the
22 main road, from Highway 7. There is a gate right there as
23 you turn off Highway 7 on the dirt road that would take
24 you around to the tower site. They went around that. And
25 at some point while they were on the property, there was

1 confrontation. Mr. Lagroon came out there and they were
2 charged with criminal trespass and they were -- the
3 sheriff took them away -- escorted them off of the
4 property.

5 That is the basis. Mr. Lagroon's shooin' them away
6 on the 25th is the basis of our breach of contract claim
7 because, as I said, the lease calls for 24/7, you know,
8 uninhibited access to be provided to the site. There
9 shouldn't be any gates, nobody should be calling the
10 sheriff when they show up, and they didn't have to provide
11 any advance notice of when they come out to do the work.

12 Then about the driveway, then about the criminal
13 trespass, all irrelevant.

14 And again, in response to your questions about the
15 notice to cure in writing, I have never seen a written
16 letter from Dr. Lagroon to SBA notifying them that he
17 considered them to be a breach of the agreement in any
18 way, shape, or form, and that includes failure to pay
19 rent.

20 During the course of this case, we have corresponded
21 with Mr. Lagroon via e-mail and talked to him on the
22 telephone and have asked him, can you tell me what month
23 or months that you contend SBA didn't pay rent. I have
24 never received an answer to that question.

25 I have given him copies of all the documents that we

1 subpoenaed from First Citizens and that were provided by
2 my client, which we believe showed that rent has been paid
3 each and every month, and have never gotten a response to
4 that or a -- you get cryptic messages back, like, we are
5 still investigating, we're looking at that.

6 So that's kind of a long response but that's our
7 position on those matters.

8 THE COURT: And in your answer, you referenced
9 both the -- you said, wrongful eviction or constructive
10 eviction and breach of contract. Are you just going under
11 the breach of contract --

12 MR. HODGES: Well, I think it's one and the same. I
13 think the same event gives rise to both. We have
14 effectively been prohibited from accessing the site.
15 That, I think, is a violation of the lease agreement.

16 THE COURT: Okay.

17 And that's something that you're seeking punitive
18 damages on, or no?

19 MR. HODGES: We would be seeking breach of contract
20 damages on that, Your Honor, and the measure of the
21 damages.

22 So the tower was to be decommissioned. That work was
23 in taking down and remove the property was to be restored
24 to its pre-lease condition. And then, at that time, or
25 within 30 days of notice of termination of the lease,

1 which was provided to Dr. Lagroon in December of 2013. So
2 whichever one of those occurred first, 30 days from the
3 date of notice of termination or the end of the actual
4 decommission and deconstruction of work, rent was supposed
5 to stop, there would be no more rent payments. And the
6 rent payment for the site is \$1,951 a month -- call it
7 \$1,950.

8 Because we've been prevented from accessing the site,
9 and because of the uncertainty around this litigation, and
10 because we were not able to go in and do the work to take
11 the tower down, they have continued to pay rent to
12 Dr. Lagroon, April through December. That's \$17,000 in
13 damages that flow from the breach of contract.

14 I realize that the jurisdictional maximum for the
15 magistrate court is \$7,500, but we are seeking damages in
16 the form of the return of some of those rent payments that
17 have been made during the course of 2014 when, if the work
18 had been allowed, as it was scheduled with our
19 contractors, those rent payments never would have been
20 made. The lease would have been terminated. It would
21 have been over.

22 And Mr. Lagroon contends he did not receive the
23 notice of termination that was mailed to him in December.
24 I emailed that to Mr. McCallum early on, after the suit
25 was filed, probably in the March or April timeframe. And

1 then I personally handed Dr. Lagroon a copy of that notice
2 of termination on October 27th when he had a hearing in
3 the circuit court across the street. So it's possible he
4 didn't receive it when it was originally mailed in
5 December of 2013, but there's no doubt that he has
6 received notice of termination of that lease.

7 THE PLAINTIFF: May I have some water?

8 THE COURT: Yes, if you like.

9 And I'm going to have you get two things,
10 Mr. Lagroon. Firstly, I want you to provide me with the
11 letter that you sent SBA with regards to their breach of
12 the lease agreement, notifying them of the violation of
13 the lease terms. Secondly, I want you to provide me with
14 the times for which rent was not paid during this lease.

15 So if you need to go out to your paperwork and get
16 that, I will be happy to wait. But I need those two
17 things from you before we can proceed.

18 THE PLAINTIFF: Yes, sir. Yes, sir.

19 And the rent --

20 THE COURT: Right.

21 What months did SBA not pay rent and a copy of the
22 letter that you sent to SBA notifying them of the breach
23 or the violation of the lease and telling them to cure
24 that violation. If you don't have the letter
25 specifically, then the card returned to the post office

1 saying that it was delivered to them.

2 THE PLAINTIFF: I'm sure -- I'm sorry. I'm sure I
3 have the card.

4 THE COURT: Okay.

5 And at the same time, I'm going to ask y'all to get
6 the records with regards to the payment of rent.

7 MR. HODGES: Yes, sir.

8 THE PLAINTIFF: I'm sorry.

9 THE COURT: And, Mr. Lagroon, there's going to
10 be -- one more thing I wanted you to point out for me that
11 I failed to mention earlier is where in the lease
12 agreement it mentions that they have to provide you notice
13 before they try to access the location.

14 Do you need a copy of that? I can give you the
15 Court's copy.

16 And I haven't forgotten about your motion to limit
17 the testimony to just the issues.

18 MR. HODGES: That's fine.

19 THE COURT: I'm just trying to determine what the
20 issues are first before I rule upon it.

21 MR. HODGES: That's fine. I think this is very
22 productive.

23 THE PLAINTIFF: I'm sorry, Judge, what was your
24 question? You wanted me to look for something.

25 THE COURT: Where in the lease is it mentioned that

1 SBA has to provide you with notice before they send
2 somebody to the property?

3 THE PLAINTIFF: It's right here.

4 THE COURT: Okay.

5 Which paragraph is that?

6 THE PLAINTIFF: It's under 10, where they have to
7 provide me with notice. I don't remember what I did with
8 my --

9 THE COURT: Number 10?

10 THE PLAINTIFF: Uh-huh (affirmative).

11 THE COURT: Okay. That's dealing with termination of
12 the lease.

13 THE PLAINTIFF: I'm sorry. That's right. Yes, I'm
14 sorry. I'm sorry. There's a section -- there's a section
15 that deals with the takedown.

16 THE COURT: Okay.

17 THE PLAINTIFF: And that's what I'm looking for.

18 MR. HODGES: Your Honor, can I --

19 THE COURT: Yes, please.

20 MR. HODGES: I believe the relevant provisions, to
21 answer the Court's question about access, are located in
22 paragraph 6 of the lease agreement, and page 2. And there
23 are a couple of provisions. And A has some, and then C
24 probably has the one that I believe is most relevant.
25 And C specifically provides -- this is 6, C, page

1 2 -- that the tenant, tenant's employees, agents, and
2 contractors shall have access to the premises without
3 notice to landlord 24 hours a day, seven days a week, at
4 no charge. Landlord grants to tenant and tenant's agents,
5 employees, contractors, guests, and invitees a
6 nonexclusive right and easement for pedestrian and
7 vehicular ingress and egress across the land as may be
8 generally described in Exhibit B. And I believe Exhibit B
9 is the plat which is attached to the lease.

10 I would also point to 6, A, which grants the tenant
11 the right to construct, erect, maintain, replace, remove,
12 operate, and upgrade on the premises communications
13 facilities. And it goes on to talk about what types of
14 facilities. It's pretty broad and it specifically
15 includes the antenna tower or pole.

16 And then tenant also has the right to do all work
17 necessary to repair, maintain, and alter the premises for
18 its business operations and the tenant shall hold title to
19 the tenant facilities and all of the tenant facilities
20 shall remain tenant's personal property and are not
21 fixtures.

22 Tenant has the right to remove the facilities at its
23 sole expense on or before the expiration or earlier
24 termination of this agreement and tenant shall repair any
25 damage of premises caused by such removal.

1 So those read collectively, I think, establish that,
2 not only are the facilities located on the site the
3 personal property of SBA, that SBA has the right to
4 maintain them, repair them, remove them at its will, in
5 conjunction with the termination of this lease or before,
6 and that, further, they have the right to access the
7 premises without notice to the landlord 24 hours a day,
8 seven days a week, at no additional charge, including
9 vehicular and pedestrian ingress and egress.

10 That, I think, Your Honor, answers the question that
11 you asked.

12 THE COURT: And, Mr. Lagroon, when I read over the
13 lease that you included in your application, that's the
14 way I read it, as well. So if there is something that I
15 missed that's contrary to both of those points in
16 paragraph 6, please let me know.

17 THE PLAINTIFF: I'm sorry. There is a
18 section -- there is a section here -- and am having
19 difficulty locating it -- that speaks to
20 decommission -- that speaks to decommission. And I'm
21 failing to locate it currently.

22 MR. HODGES: There's no specific provision in the
23 lease -- specific paragraph or provision in the lease that
24 addresses decommission.

25 Your Honor, there is -- paragraph 10 concerns

1 termination. The only decommission -- as far as I'm
2 aware, that word doesn't appear in the lease and would be
3 superfluous anyway because 6, C -- 6, A and 6, C grant SBA
4 the right to remove the facilities, including the tower
5 and the pole. That is what -- when SBA uses the term,
6 decommission, that's what it means. They want the
7 property, they want to take it out of there, they want it
8 back.

9 THE COURT: Okay.

10 Mr. Lagroon, how about the rent issue? When is it
11 that SBA did not pay rent?

12 THE PLAINTIFF: Judge, I'm sorry?

13 THE COURT: When did SBA not pay rent?

14 THE PLAINTIFF: The letter that Mr. Hodges handed me
15 in October -- November -- November -- do you have a copy?
16 Is there a copy?

17 MR. HODGES: I don't think that I have it.

18 THE PLAINTIFF: Is there any type of --

19 Thank you.

20 Section 10. I apologize.

21 I'm sorry, Judge. This is what I was referring to,
22 there, citing number 10 in the lease. And I directed you
23 to 10 because that's what -- that's what they're -- that's
24 what they're citing. I learned from Mr. Hodges in
25 November.

1 THE COURT: Of this year?

2 THE PLAINTIFF: What? I'm sorry. I may be --

3 THE COURT: So when did they not pay rent?

4 THE PLAINTIFF: I apologize. Whatever day -- I'm
5 sorry. I have that date.

6 THE COURT: Did they not pay rent for just one month
7 or multiple months?

8 THE PLAINTIFF: It's just -- it's just -- it's
9 just -- it's just one month.

10 THE COURT: It's just one month?

11 THE PLAINTIFF: It's just one month.

12 I'm sorry. Okay. You asked me for that. You asked
13 me for that. You asked me for this.

14 THE COURT: Thank you.

15 I'll let you look at them first.

16 THE PLAINTIFF: I think you -- I think you asked me
17 for that. I think you asked me for that. And you asked
18 me for this.

19 MR. HODGES: So am I understanding that he's saying
20 we didn't pay rent for February, 2014? Is that --

21 THE COURT: Okay. And this letter you sent doesn't
22 reference anything about accessing your property without
23 notice. It's solely about the failure to pay rent -- not
24 even failure to pay rent, but demand that rent be paid; is
25 that right? Did I read it correctly? It's your letter.

1 MR. HODGES: And just for the record, Your Honor,
2 I've never seen the letter.

3 THE PLAINTIFF: All right. I agree.

4 THE COURT: Okay.

5 THE PLAINTIFF: It says, demand.

6 THE COURT: Demands rent to be paid? So when was
7 rent not paid?

8 THE PLAINTIFF: That's -- Mr. Hodges provided that.

9 THE COURT: So do you not know when rent was
10 paid -- not paid?

11 THE PLAINTIFF: That's it; that document, that's it.

12 MR. HODGES: Your Honor, if I might jump in here --

13 THE COURT: Please.

14 MR. HODGES: This is just an attempt to cloud and
15 confuse the issues. Notice the date here, February 18,
16 demanding rent to be paid. What happened in 2014
17 is -- give me one second. I've got a copy for the Court.
18 I've got a copy for Mr. Lagroon.

19 If I can direct your attention to this date first.

20 You will note that this is an account in the name of
21 a Kelly Barnett [ph], 791 South Carolina Highway 7.
22 That's the property address. That's where the tower is
23 located. And on January 30th, there is a deposit, SBA
24 Communications payables, \$1,912.36. That is rent for
25 February of 2014. The rent under the lease is due on or

1 before the first day of the month.

2 So February rent was undoubtedly deposited into
3 account ending in 0309. I have redacted the account
4 numbers just so that those weren't inadvertently, you
5 know, included in public materials. That was the rent in
6 February.

7 In February -- later in February, February 11, this
8 account is closed. And the March rent -- then, without
9 notice to SBA, the account is closed with First citizens.
10 And the March rent, which was paid about late February,
11 let's call it the 26th or the 27th, is deposited into this
12 account, which is closed. And then what happens is the
13 bank then -- just a moment.

14 THE PLAINTIFF: May I have --

15 MR. HODGES: Yes.

16 THE PLAINTIFF: Thank you.

17 MR. HODGES: It notes you've got a closed account.
18 But they had money in the account, so what do they do?
19 The account is closed. They issue a cashier's check made
20 payable to credit post to closed account ending in 309,
21 which is the same account we were just looking at. They
22 issue a cashier's check made payable to Kelly Barnett in
23 the amount of \$1,957.15. The check is then negotiated.
24 It's cashed.

25 How do we know that this is the SBA rent? Well, in

1 April, it's direct deposited into another account in
2 Mr. Lagroon's name. R. Jay Lagroon, 791 Highway 7,
3 McCormick, South Carolina. Now we're in account number
4 6009. April 7th, SBA Communications payables, \$1,957.15.
5 It matches the total on the cashier's check to the penny.

6 So the idea that rent wasn't paid in February or
7 March is simply not true. And moreover, how did he -- if
8 this is his demand letter, he sent it before the rent was
9 to be paid. I mean, the timing doesn't even match up. If
10 it's the March rent that he's complaining about, he
11 couldn't have demanded it be due or know that it wouldn't
12 be paid in -- on February 18th. The timing doesn't make
13 any sense.

14 It was paid. A cashier's check was negotiated by
15 Kelly Barnett, First Citizens Bank, account ending in
16 0309.

17 THE COURT: Mr. Lagroon --

18 MR. HODGES: I provided all of this to Dr. Lagroon in
19 April of this year, you know, with an explanation of how
20 we obtained the records and never received a response.

21 THE PLAINTIFF: I agree. He has -- he has -- he has
22 sent it.

23 THE COURT: Okay.

24 So are you agreeing now, also, that rent has been
25 paid, as agreed.

1 THE PLAINTIFF: No.

2 THE COURT: So when is it that rent was not paid, as
3 agreed?

4 THE PLAINTIFF: If I -- if I may -- and maybe -- I'm
5 sorry. Maybe I just missed it. I'm sorry. How did you
6 come to include -- how did you conclude that that's SBA's
7 money? I'm sorry. Can you -- can you -- can you --

8 MR. HODGES: I don't have to answer your questions.
9 I'm not under oath. I'm not a witness.

10 THE PLAINTIFF: Okay.

11 THE COURT: So are you saying that March is when rent
12 was not paid?

13 THE PLAINTIFF: It's that -- I don't know
14 where -- I'm sorry, I don't know where it went. Is that
15 the documents that I --

16 THE COURT: Are you referring to the cashier's check?

17 THE PLAINTIFF: Right. What I handed you earlier.

18 MR. HODGES: This is all the information you handed
19 me earlier --

20 THE PLAINTIFF: There was --

21 MR. HODGES: -- plus this.

22 THE PLAINTIFF: There was --

23 MR. HODGES: And I believe this was yours, as well.

24 THE PLAINTIFF: Right.

25 Thank you.

1 I'm sorry. I'm sorry.

2 The bank made an error and closed the accounts
3 inadvertently or -- they really don't know what happened.
4 And there were cashier's checks issued, which is what I
5 wanted to show you.

6 And I contacted SBA, both by phone and by letter.
7 And all of this money that went into this account is not
8 SBA's money. There's another lease, this lease. And this
9 person -- this money -- this is her money, not their
10 money. And I have told him that on the phone on more than
11 one occasion.

12 This lease -- this lady has been a tenant of mine for
13 over 10 years and she had a stroke at the end of -- the
14 end of the first of this year in -- I'm sorry. I'm sorry.
15 And when she had her stroke and I found out about it, I
16 had my nurse -- she -- she, Ms. Felix, needed the money
17 for the lease. There's a letter -- there's a letter.
18 This money was given to the nurse and the nurse put it in
19 this account and the nurse -- the nurse is -- she's here.

20 THE COURT. Was that money given as cash or a check?

21 THE PLAINTIFF: It was given as cash. There's a
22 paper. That's not -- that's not it. There's a paper
23 that -- I'm sorry. There is a -- it's right -- it's right
24 here. This right here. This right here. This -- it's
25 not -- it's not the check.

1 THE COURT: What is this, a receipt from your bank?

2 THE PLAINTIFF: No. That came -- that came from him,
3 from -- I'm sorry. I'm sorry. That came from Mr. Hodges.
4 This information came from him. The other -- the
5 other -- the other -- the other thing -- the lease -- may
6 I -- may I --

7 Thank you.

8 THE COURT: Do you have anything from the SBA's
9 account saying the deposit was taken out?

10 THE PLAINTIFF: I'm sorry. I'm sorry. I apologize.
11 Did you ask me a question?

12 THE COURT: I was asking Mr. Hodges a question.

13 THE PLAINTIFF: Oh, I'm sorry. I'll wait. I just --

14 MR. HODGES: Probably the one thing we didn't bring,
15 Your Honor, because we were relying on the bank's records
16 because they were self-authenticating and we had the
17 records concerning affidavits prepared so that it would be
18 admissible and then we wouldn't be relying on our own
19 records. I can submit -- I can get it and have it to the
20 Court this afternoon.

21 But this is -- Your Honor, under this lease, if he's
22 attempting to say that the money which led to the
23 cashier's check came from some other source, the rent
24 under this lease agreement says \$1,400, right?
25 Conveniently, there's a letter which happens to change the

1 lease amount to 1,957.15, which matches the precise
2 penny -- down to the penny matches the rent that the SBA
3 pays Mr. Lagroon in the following month, in April. It
4 is --

5 THE PLAINTIFF: May I --

6 MR. HODGES: The idea that he demanded the rent to be
7 paid to him in February before it was ever -- before the
8 rent payment was due and then missed, you still have a
9 problem with whether he provided written notice that the
10 rent had not been paid. Because in February -- on
11 February 18th, there's no way he could have known that the
12 rent for March wouldn't be paid yet. It wasn't yet due.
13 It didn't hit the account until later in February and then
14 generated this check.

15 But, yes, I can provide the Court evidence of money
16 being transferred out of SBA's account on about February
17 26th or 27th, so a day or two prior to this check being
18 issued.

19 But there is no letter after February 28th or after
20 March 1, which would have been the actual due date for the
21 March rent, saying, you didn't pay me my rent for March.

22 You've got these generic letters, which I will submit
23 to the Court, I believe they're forged and have been
24 prepared solely for purposes of these proceedings -- not
25 forged, but are just falsified. And, of course, nobody

1 else has ever seen them. They are not in any of SBA's
2 records. Just to create this cloud of confusion. And
3 it's not sufficient to carry his burden on the failure to
4 pay rent.

5 So I would move for a directed verdict on the
6 allegation of the failure to pay rent, or for summary
7 judgment. And I would also move for summary judgment on
8 the allegation that we breached the lease agreement by not
9 providing an advance notice of our intent to come out
10 there and do work. I think we firmly established that, A,
11 we didn't have to, and he's offered no other support for
12 that allegation.

13 So, Your Honor, on both of his claims, I believe we
14 are entitled to either summary judgment or directed
15 verdict and we could end all of this.

16 THE COURT: Mr. Lagroon, one thing I will ask you for
17 is, can you show me a bank statement where, in the same
18 month, you received two payments for \$1,957.15, one from
19 this other tenant of yours and one from SBA?

20 THE PLAINTIFF: I'm sorry. I'm sorry. Can you ask
21 me that again?

22 THE COURT: You are representing to the Court that
23 SBA did not pay the rent in March, that the cashier's;
24 check that you received was from rent paid by this other
25 tenant.

1 THE PLAINTIFF: That's right.

2 THE COURT: Okay. So can I see a bank statement from
3 January or February or April showing that you would have
4 received two payments of \$1,957.15, one from SBA and one
5 from this other tenant of yours?

6 THE PLAINTIFF: I don't have it. I don't -- I know I
7 don't have that currently.

8 MR. HODGES: We do. It's here. We've looked at it.

9 THE PLAINTIFF: What I wanted to point out --

10 THE COURT: I understand what you're wanting to point
11 out. You're saying that the rent was amended or changed
12 as the lease went on with this other tenant.

13 THE PLAINTIFF: I'm sorry. I can't -- I can't -- I
14 can't talk to you about this lease.

15 THE COURT: You can't talk to me about that lease?

16 THE PLAINTIFF: Right. I can't speak to you about
17 it.

18 THE COURT: Okay.

19 MR. HODGES: We can look at the deposits. This is
20 starting up in October, September or October, and then it
21 just advances, Your Honor, all the way through, I believe,
22 February of 2014. And other than the SBA deposits, you
23 won't find any other deposits that match, you know, that
24 number, or that are even close. And you won't find any
25 other, you know, direct deposits from Ms. Felix, the

1 leaseholder.

2 THE PLAINTIFF: If I may --

3 THE COURT: Yes, please.

4 THE PLAINTIFF: Ms. Felix's lease commenced in 2003.

5 THE COURT: Right.

6 THE PLAINTIFF: And the lease spells out, on page 11,
7 that rent, it goes up to \$1,900. It's plainly spelled out
8 in the lease. And that \$1,900, plus her common area
9 maintenance, is where that number comes from. And that's
10 plainly spelled out in the lease that was signed over 10
11 years ago. In fact, it was signed on the 11th day of
12 July, 2003. And then, obviously, over 10 years, the lease
13 has got to increase.

14 The other thing I would like to -- I'd like to add,
15 with your permission, under SBA's lease, the increases are
16 three percent on the anniversary term of the lease.

17 MR. HODGES: Right.

18 THE COURT: And the term of the lease is October
19 26th. The lease amounts changed from \$1,900.15 and then
20 it jumps to 1,912 in January. And then the cashier's
21 check is 1,957.15. So why -- why would --

22 MR. HODGES: So we overpaid.

23 THE PLAINTIFF: So why -- why would a company say,
24 we're going to -- we want to -- we want to take down your
25 tower but, in the meantime, we're going to throw you some

1 extra money that's not in here. What they've done --

2 MR. HODGES: I would like to note, for the record,
3 too, that Dr. Lagroon's physical appearance has improved
4 dramatically from over the last hour since we've been
5 here. He seems to be more -- you know, he's able to
6 articulate his positions. He's letting out these
7 arguments, whereas, earlier today, he appeared, or was
8 attempting to appear, unable to do so.

9 THE PLAINTIFF: Thank you.

10 The two bottles of water that the Court has been so
11 kind to provide certainly -- certainly -- certainly helps
12 with the situation. And I thank the Court for allowing me
13 the time and the fluids to help me through this.

14 Back to the original -- what they've done is they
15 didn't pay the rent and then they basically started
16 getting on the phone trying to figure out how they could
17 cover this up. And that's what they've done here. And
18 it's absolutely implausible that rent went up on the
19 anniversary date and then, when all the questions
20 became -- surfaced, the rent went up again, just out of
21 the blue.

22  And that's paperwork they've provided. I provided
23 none of it. That's all from them.

24 There is no reasonable explanation for the rent
25 changing from the consistency of \$1,900.15 to the one-time

1 payment of 1,912.36 in January and then changing again to
2 1,957.15 in March. There's no plausible explanation for
3 that, except --

4 MR. HODGES: And, Your Honor, it's irrelevant because
5 the issue is not whether we paid the correct amount. He
6 alleged that we didn't pay it at all. So that's his
7 burden to prove, that we didn't pay the rent at all. And
8 he can't carry that burden by shuffling papers around and
9 talking about different rent values.

10 It's appropriate for directed verdict. We should --

11 THE PLAINTIFF: He's got the lady right out here that
12 made that deposit. And the other --

13 THE COURT: Do you have that deposit slip with you?

14 THE PLAINTIFF: I don't. I don't.

15 MR. HODGES: Convenient.

16 THE PLAINTIFF: What I have --

17 THE COURT: Can you highlight which ones are the
18 payments that SBA made in here?

19 THE PLAINTIFF: What I do have is a witness. And I
20 do have the original envelope these checks came in. And
21 this witness will testify that -- I'm sorry. May I
22 have some water? I'm sorry.

23 THE COURT: It's McCormick's water, not mine.

24 MR. HODGES: I just need a highlighter, Your Honor.

25 THE COURT: Or you can star it, arrow it, underline

1 it.

2 THE PLAINTIFF: Thank you.

3 The witness will testify that she took care of
4 Ms. Felix after she suffered her stroke. She is a
5 registered nurse. She will say that she walked into the
6 First Citizens Bank branch at the corner of Baston Road
7 and Fury's Ferry Road in Augusta, Georgia, and she will
8 say that she made that deposit for Ms. Felix.

9 What I have -- what I have is the
10 envelope -- envelope that was mailed that is marked from
11 that -- excuse me -- from that location.

12 May I -- may I -- may I get --

13 THE COURT: Sure. Go right ahead.

14 THE PLAINTIFF: Thank you.

15 MR. HODGES: Let me highlight that one for you, too,
16 Judge.

17 THE COURT: All right. Thank you.

18 THE PLAINTIFF: I'm sorry --

19 THE COURT: Go ahead.

20 THE PLAINTIFF: This is the original
21 (unintelligible). And that's the original --

22 THE COURT: Right.

23 THE PLAINTIFF: -- signed by the lady who is
24 employed -- and where the check came from on Baston Road,
25 where the deposit was made --

1 THE COURT: And this is --

2 THE PLAINTIFF: -- by the nurse that is ready to
3 testify.

4 THE COURT: Well, this just shows that you were sent
5 a cashier's check for this amount, the \$1,957.15.

6 THE COURT: It's the original.

7 THE COURT: Do you have anything from the deposit
8 being made; the deposit ticket?

9 THE PLAINTIFF: I have -- I have a live witness.

10 THE COURT: Okay.

11 With regards to the access to the property, you put
12 up a gate that was locked?

13 THE PLAINTIFF: No, that is incorrect.

14 THE COURT: Okay.

15 Tell me about how -- what happened on the incident in
16 February then?

17 THE PLAINTIFF: I'm sorry.

18 THE COURT: Wasn't it in February that the SBA
19 contractors came out to work on the tower? You were
20 saying that they tore up your driveway, they went around a
21 gate or something?

22 THE PLAINTIFF: Correct.

23 THE COURT: All right. Tell me about what happened.

24 THE PLAINTIFF: May I -- may I get my -- may I get my
25 computer? It has -- it's got the photographs of --

1 THE COURT: I don't necessarily need to see pictures.
2 I just need to know your version of the events.

3 THE PLAINTIFF: Thank you.

4 There is --
5 Water. It's a lifesaver.

6 There's four different driveways to get to the
7 property.

8 THE COURT: Uh-huh (affirmative).

9 THE PLAINTIFF: Two are -- two are gated, two you are
10 not. The person that was convicted -- the person that was
11 convicted of criminal trespass went around a gate that has
12 nothing to do with the cell tower, the road. And that's
13 what the photographs show. It shows their tracks -- their
14 tracks coming onto --

15 THE COURT: And is there anything preventing them
16 from using the normal road to access the tower?

17 THE PLAINTIFF: No. The company -- I'm sorry. I'm
18 going to back up.

19 The company -- the company -- the company that owned
20 the site before it was sold to the current owner put the
21 gate -- put the gate up. They put it -- they put
22 it -- they put it up when I moved away. And the reason
23 they put it up and had a lock -- had a lock on it was
24 it's -- I'm sorry.

25 If I could -- if I could show you the pictures, it

1 will make -- it'll make more sense. It's way off of the
2 road behind a building and there's no -- you can't see.
3 And the people that owned the site prior had trouble with
4 people stealing parts; wire, mainly copper wire. And I'm
5 not -- I'm not in law enforcement, but I understand from
6 speaking to the folks with -- the former -- the former
7 owner -- I want to say it was tower co, tower
8 company -- and they put the gate up. They changed the
9 wire on some things where it was being stolen and changed
10 it so that it would not be desirable, where people
11 wouldn't break in.

12 THE COURT: So did you ever prevent SBA from
13 accessing the tower?

14 THE PLAINTIFF: No. I spoke -- met with and spoke to
15 a -- his name is Ken Cooley [ph] -- Cooley. And he came
16 out and met with me -- I'm sorry. He came out and met
17 with me after this happened. He's very -- he's a very
18 nice man. And he admitted -- he admitted to me that they
19 had made an error by not getting the information from the
20 current owner, who is SBA, to get into the gate. He said
21 that --

22 THE COURT: Well, you just said that there was no
23 gate to access the cell tower.

24 THE PLAINTIFF: No, there's two --

25 THE COURT: You said that there are four driveways;

1 two had gates and two didn't have gates.

2 THE COURT: Correct.

3 THE COURT: And then I asked you, the normal path to
4 get to the tower, does it have a gate, and you said, no.

5 THE PLAINTIFF: I apologize. I'm sorry. That is
6 incorrect. There is a gate that was placed by the former
7 owner when the theft occurred. I didn't -- I didn't put
8 the gate up. Tower -- tower company of America or tower
9 co. put the gate up. And it had a -- some type of -- I'm
10 sorry. It was some type -- but there was the same type
11 lock. They put the same type lock on the gate for the
12 road as was on the gate right in close proximity of the
13 tower.

14 And Mr. Cooley -- Mr. Cooley told me at our meeting
15 that the gentleman that was convicted of criminal
16 trespassing should have contacted SBA and gotten the
17 combination to those locks. And he failed to do that.

18 I have a photograph of the lock on the --

19 THE COURT: Wait a minute. Is the gate and the lock
20 SBA's gate and lock?

21 MR. HODGES: I have no idea, Your Honor. There's a
22 gate there. Our contention is that he prevented them from
23 accessing the property.

24 And this is an aerial view, if it helps you to
25 understand. This is a home, a residence. This is a shed

1 or a barn. This is the tower site. And this plat or map
2 matches the plat that's attached to the lease. So this is
3 the ingress and egress that has to be provided, the
4 right-of-way or the easement that's required under the
5 lease. The gate is at the end of the thing. All this
6 about who put it there, I don't know.

7 Our contention is that he prevented them from
8 accessing it because he called the police on them and had
9 them removed from the property. And I think he has said,
10 yes, I did call the police, I had them charged with
11 criminal trespass and they left.

12 So that's something we agree on. The parties will
13 always --

14 THE COURT: And since that time, has SBA tried to
15 re-access the property?

16 MR. HODGES: No, because it's been the subject of
17 litigation and because they are -- they would like to see
18 these proceedings resolved.

19 THE COURT: Okay.

20 MR. HODGES: And then they would not go out to the
21 property because they are concerned that, if they show
22 back up at the property, another event will occur to give
23 rise to perhaps another lawsuit or prolong this lawsuit.

24 THE COURT: Uh-huh (affirmative).

25 MR. HODGES: So they haven't gone out, in an

1 abundance of caution.

2 THE COURT: Is that dirt road that makes an L shape,
3 is that the egress and -- to the access to the tower?

4 THE PLAINTIFF: It is. It is. It is.

5 THE COURT: And is that gate on -- is this gate the
6 gate that's at the front of that access?

7 THE PLAINTIFF: This gate is, right there.

8 THE COURT: Okay. And how long has that gate been
9 there?

10 THE PLAINTIFF: It is -- I'm going to say -- I'm
11 going to say 10 years.

12 THE COURT: Okay. And where was it that the
13 individuals accessed the property or where they're trying
14 to get into that you say they were trespassing?

15 THE PLAINTIFF: They came here. They came off the
16 road here with a machine and this is -- this is a concrete
17 drive.

18 THE COURT: Right.

19 THE PLAINTIFF: And they came with their machine here
20 and broke -- because it's -- it is not designed to hold
21 the weight.

22 There's another tower right here that's not shown on
23 this photo. And there's a way -- there's a drive that
24 comes -- you can see, here and here. And then there's
25 another drive that you can't see, here, this here.

1 Mr. Cooley told me at our meeting, after this
2 happened, that they didn't have the combination to this
3 gate or this gate and they -- what his people should have
4 done is got those folks on the telephone and got the
5 combination. And they didn't do that. They, here, broke
6 this and cut this lock because they didn't -- they didn't
7 have the combination. So when I happened upon and saw
8 this drive, the marks in photos, this had been cut instead
9 of unlocked.

10 THE COURT: All right.

11 THE PLAINTIFF: Why would I not think they're
12 supposed to be there?

13 THE COURT: Okay.

14 THE PLAINTIFF: He pulled --

15 THE COURT: Okay. This is the point that we're at
16 right now. With regards to your request for the summary
17 judgment as to the violation of the lease agreement, I am
18 going to grant that motion for summary judgment. The
19 facts in the light most favorable to you is, essentially,
20 the lease agreement shows that there was no violation,
21 other than potential nonpayment of rent, and that you
22 never provided notice with regards to any potential
23 violation. So we will grant the summary judgment on that.

24 I agree with defense counsel that the jury trial is
25 solely on the counterclaim issue, and not for the

1 eviction, itself, for failure to pay rent.

2 Before I make a decision on that, I need to hear the
3 testimony of the other witness that you would like to
4 present with regards to the deposit of a check. After
5 that has been done, I will allow you to present any
6 evidence that you like, or witnesses. I don't presume
7 that she will take all that long. And then we will go to
8 the jury for the purpose of your counterclaim, the breach
9 of contract.

10 So the only issue that the jury is going to decide is
11 whether there's a breach of contract.

12 For a summary judgment motion on the breach of
13 contract, there's material facts in question, so I think
14 you should go to a jury. At least at this point, I will
15 allow him to present his initial case to the jury on that
16 issue. I do not feel comfortable issuing a summary
17 judgment on that.

18 So we will move into the courtroom. I will hear
19 testimony with regards to the failure to pay rent. I will
20 decide that issue and then we will select a jury on the
21 breach of contract matter.

22 Actually, at this time, Mr. Lagroon, let me get you
23 to raise your right hand.

24 (WHEREUPON, the plaintiff was duly sworn by the Court.)

25 THE COURT: With regards to the statements you've

1 made here today about the failure to pay rent, the lease
2 agreement, do you swear that testimony and what you've
3 said and what you've presented to the Court is true?

4 THE PLAINTIFF: I do.

5 THE COURT: Okay.

6 When we get out there, I will allow you to present
7 more evidence or testimony if you would like. I will be
8 happy to hear from your witness.

9 And I will also give you an opportunity to
10 cross-examine him, with regards to the failure to pay
11 rent, and his witness, and what have you, all right?

12 THE PLAINTIFF: Judge, if I might, is there an SBA
13 representative present?

14 THE COURT: I believe Mr. Hodges is the person here
15 on their behalf. I don't know who they brought with them.

16 THE PLAINTIFF: So it's --

17  MR. HODGES: It's just the two of us.

18 THE PLAINTIFF: I'm --

19 MR. HODGES: We don't have a witness.

20 THE COURT: Okay.

21 THE PLAINTIFF: So they are --

22 And they concede the point that there's no one here
23 to testify that the rent was paid?

24 MR. HODGES: No. These records are
25 self-authenticating to be accepted by the Court into

1 evidence. That issue can be decided by the Court. We
2 have presented this evidence.

3 We will move that the exhibits be accepted and they
4 speak for themselves. In our view, they demonstrate that
5 the rent has, in fact, been paid. And furthermore,
6 there's no evidence that he ever contacted SBA and
7 notified them.

8 THE COURT: They are not stipulating to that, so it's
9 a matter that will have to be addressed in court.

10 THE PLAINTIFF: Thank you.

11 THE COURT: All right?

12 THE PLAINTIFF: Thank you.

13 May I have -- get some clarification?

14 THE COURT: Yes, please.

15 THE PLAINTIFF: I want to make sure I understand.

16 THE COURT: The request for a jury trial in the
17 answer to the counterclaim specifically stated that they
18 wanted a jury trial only on the counterclaims. So the
19 jury is here solely to hear SBA's action against you,
20 okay? Your request or application for an
21 eviction -- ejectment was based on two principles: one,
22 failure to pay rent, and, two, for violation of a term or
23 condition of the lease, other than failure to pay rent.

24 I've decided, based on just the evidence that you all
25 have now, that that second cause of action, the violation

1 of the term -- lease term agreement, that there's no way
2 under the legal principles and the facts, as you are
3 presenting them and telling me, there's no way that you
4 could succeed on that matter. So I am issuing summary
5 judgment in favor of the defendant on that.

6 I would be happy to continue to hear testimony and
7 evidence about the failure to pay rent on that -- I
8 believe it was March's rent.

9 What you have said here already in this room, I have
10 accepted as evidence because you have sworn that those
11 statements are true. So I will consider that in my
12 decision-making, plus anything else that you would like to
13 put on the record, or any other witnesses that you
14 would -- any evidence you would like to present when we
15 move into the courtroom.

16 THE PLAINTIFF: Thank you.

17 THE COURT: Okay.

18 THE PLAINTIFF: I just want to make sure I understand
19 what issues --

20 THE COURT: Once I have decided the issue as to
21 whether or not rent has or has not been paid, then we will
22 move on to the breach of contract issue, which will be
23 presented before the jury. We will have jury selection
24 and go on from there. Whatever the jury decides is what
25 the jury decides.

1 THE PLAINTIFF: Oh, I understand that.
2 Summary judgment was granted to the fact that --
3 THE COURT: The violation of the lease term that you
4 are saying that they were required to provide you notice
5 before they came out there.
6 THE PLAINTIFF: Okay.
7 THE COURT: The lease doesn't require that.
8 THE PLAINTIFF: I am --
9 THE COURT: And even if the lease were to have
10 required that, you never notified them that they violated
11 that term of the condition, which, under the lease, is
12 required.
13 THE PLAINTIFF: I apologize. I'm not questioning the
14 Court's decision. I am simply -- I want to make sure I
15 understand.
16 THE COURT: I'm trying to explain it as best I can --
17 THE PLAINTIFF: Thank you.
18 THE COURT: -- and in as many ways as I can.
19 THE PLAINTIFF: Thank you.
20 And that's no -- in the two points, no notice and --
21 THE COURT: And that you never sent them a letter
22 asking them to cure their violation, even though there was
23 no violation.
24 THE PLAINTIFF: No sent.
25 Thank you, so much.

1 THE COURT: Okay.
2 And is that Ms. Sonnenberg behind you?
3 MS. SONNENBERG: Yes.
4 THE PLAINTIFF: It is.
5 THE COURT: Ma'am, if you'll please come up to be
6 sworn in.
7 Raise your right hand.
8 (WHEREUPON, Ms. Sheila Beth Sonnenberg was duly sworn by
9 the Court.)
10 THE COURT: State your name for the record.
11 THE WITNESS: Sheila Beth Sonnenberg.
12 THE COURT: And spell that for me.
13 THE WITNESS: S-H-E-I-L-A, Beth --
14 THE COURT: I'm sorry. Just the last name.
15 THE WITNESS: S-O-N-N-E-N-B-E-R-G.
16 THE COURT: S-O-N-N-E-N-B-E-R-G?
17 THE WITNESS: Yes, sir.
18 THE COURT: All right.
19 Have a seat here in the witness chair and answer any
20 questions Dr. Lagroon has for you.
21 THE WITNESS: (Witness complies.)
22 THE PLAINTIFF: Judge, before I begin, I have a
23 procedural -- a procedural question.
24 THE COURT: Yes, sir.
25 THE PLAINTIFF: I had one other piece of evidence

1 that I would like to present that is unrelated.

2 THE COURT: Okay. And what's the item of evidence?

3 THE PLAINTIFF: And my question was, Judge, I didn't
4 know if I should present that prior to this or after.

5 THE COURT: Okay.

6 THE PLAINTIFF: I'm sorry.

7 THE COURT: What is it that you want me to consider?
8 What's the item?

9 THE PLAINTIFF: It's a -- it's a -- bank records.

10 THE COURT: Okay. Why don't you show them to defense
11 counsel and then, if they have no objection, it will be
12 accepted into evidence as Plaintiff's Exhibit number 1.

13 MR. HODGES: I do have some objections. Your Honor,
14 we looked at these two letters back there. We didn't look
15 at either of these. And then we were offered these -- we
16 were offered these -- we were offered these for a
17 different set of letters. They were shown to us in that
18 room as to be confirmation of the mailing and then the
19 receipt of that February 18 letter where he supposedly
20 demanded the rent payment to be due. Now he's saying that
21 that's the same receipts, the same ones. And he's handed
22 us a March 10 letter from SBA to him asking about setting
23 up a direct deposit. And then, supposedly, a copy of the
24 check on that same March 10 letter. So either what he
25 told us to back there, about these being confirmation of

1 the February letter demanding rent payment, is not
2 correct, or what I think he's attempting to do here, to
3 offer these as confirmation that he sent this March 10
4 letter to SBA with instructions on where to make future
5 direct deposits, is not correct. And I would add that
6 I've -- such a letter with a request that he make future
7 direct deposits at Queensborough National Bank and Trust
8 Company Bank, there's no such records or request in SBA's
9 files.

10 So what I believe he's about to do is to shift gears.
11 Back there, we were looking at First Citizens Bank and
12 Trust. You know, that's where all the direct deposits had
13 been made, in the First Citizens account. The account
14 moved from one to another, but it was always with First
15 Citizens.

16 And now he's got these documents with a check stub
17 from a Queensborough Bank -- National Bank and Trust
18 Company and then he's got his bank statements from
19 Queensborough National Trust and he's going to say the
20 rent was never deposited.

21 But these records, he can't authenticate these
22 things. They don't exist in SBA's files. There's no
23 record of SBA ever being instructed to deposit money into
24 the Queensborough bank.

25 We strongly object.

1 THE COURT: Let me see the items.

2 MR. HODGES: See, these are the --

3 THE COURT: Let me take a look at them first and then

4 I will be happy to hear from you, Mr. Lagroon.

5 THE PLAINTIFF: Thank you.

6 Judge, I just want to make sure you get everything

7 that goes with those documents.

8 THE COURT: Okay.

9 THE PLAINTIFF: And here's -- I apologize.

10 THE COURT: Attorney Hodges is correct, that these

11 items are from the notice about -- the demand for rent

12 that you showed back in the conference room and they are

13 both dated at sometime in February. The Court is not

14 going to allow that into evidence as proof that this March

15 10th letter would have been sent.

16 MR. HODGES: And if that wasn't sent, Your Honor,

17 then this is irrelevant and doesn't need to be accepted.

18 THE PLAINTIFF: Judge, if I may --

19 MR. HODGES: This, too.

20 THE PLAINTIFF: -- please the court.

21 You will notice the date. They were simply sent in

22 the same envelope. The date on the letter that was in

23 discussion earlier and the dates here are exactly the

24 same.

25 And here is the fax to the number provided by SBA

1 where they clearly received the information they
2 requested, and that was to put the money into this
3 account.

4 MR. HODGES: Let me point something else out, Your
5 Honor.

6 THE COURT: Yes.

7 MR. HODGES: Here is a letter from SBA. That's in my
8 client's file. I want you to take a look at that, at the
9 font on this. Look at the font. Now look at this. That
10 is totally different. This is not -- this is not an SBA
11 letter. That is not a copy of an SBA letter.

12 THE PLAINTIFF: It's originally signed, Judge.

13 MR. HODGES: No. No.

14 And moreover, why would they -- why would this form
15 be dated February 18 when they're not asking for
16 information about a direct deposit until March 10?

17 THE COURT: Okay.

18 The items here, I'm -- the two items from proof of
19 service of the --

20 THE PLAINTIFF: I think there may be one more
21 document, Judge. I'm sorry.

22 MR. HODGES: This is fraud on the Court, Your Honor.
23 I just want that on the record.

24 THE COURT: And, Mr. Lagroon, you're saying that you
25 are the one that mailed these items?

1 THE PLAINTIFF: Yes.

2 THE COURT: And you are also saying that you received
3 this letter from SBA?

4 THE PLAINTIFF: I apologize, Judge.

5 Yes, that's the original signature of the employee of
6 SBA on that letter.

7 What has happened and I -- and what's
8 interesting -- and I want to -- since Mr. Hodges has
9 raised that issue --

10 MR. HODGES: Look at this letter. Look at -- show
11 him that letter -- to the Judge.

12 THE PLAINTIFF: I'm going to.

13 MR. HODGES: What else do you notice, Your Honor,
14 about an original letter from SBA? Does anything else
15 strike you as odd?

16 THE PLAINTIFF: I understand completely.

17 MR. HODGES: I do, too.

18 THE PLAINTIFF: And the gist of it is, what they've
19 done is ask me -- and I don't know why this is a copy --

20 MR. HODGES: Uh-huh (affirmative).

21 THE PLAINTIFF: -- that's signed, but this came --

22 THE COURT: All right, listen. What I'll do is, for
23 purposes of this hearing, as to the failure to pay rent, I
24 will accept it as evidence in your arguments. I will be
25 happy to accept it -- the weight of that evidence.

1 (WHEREUPON, Plaintiff's unmarked exhibits were admitted
2 into evidence.)

3 MR. HODGES: Thank you, Your Honor.

4 THE COURT: As to their markings, the Court will now
5 mark them all as different plaintiff's exhibits.

6 THE PLAINTIFF: If it -- may I organize that, please?

7 THE COURT: Let me mark it first and then you are
8 welcome to organize it any way you see fit.

9 In the meantime, you can ask your witness questions.

10 THE PLAINTIFF: I apologize, Judge. I want to make
11 sure that all of the evidence gets into the record and
12 that's why I was requesting to organize it.

13 THE COURT: All the documents that you've handed up
14 here will be accepted into evidence.

15 THE PLAINTIFF: But if I'm allowed to organize them,
16 I will make sure that I've given you all of the documents
17 that were in that letter of February 19th. And that is my
18 goal.

19 THE COURT: All right.

20 There's all the items marked and accepted into
21 evidence.

22 THE PLAINTIFF: Thank you.

23 THE COURT: Did you have questions for the witness
24 you that you called?

25 THE COURT: I do, Your Honor.

1 If I can -- Judge, I apologize. Would you like for
2 me to go through this first, or question --

3 THE COURT: I would like for you to question the
4 witness.

5 THE PLAINTIFF: Thank you.

6
7 SHEILA BETH SONNENBERG,
8 having been called to the witness stand and
9 previously sworn by the Court,
10 was examined and testified as follows:

11 DIRECT EXAMINATION

12 BY THE PLAINTIFF:

13 Q. Ms. Sonnenberg, do you work for me?

14 A. I do.

15 Q. How long -- how long have you worked for me?

16 A. A little over five years.

17 Q. And you are aware that I have commercial property
18 that is leased by a woman (unintelligible)?

19 A. Yes.

20 Q. And what -- her name is Ms. Felix; is that correct?

21 A. Yes.

22 MR. HODGES: Your Honor, I would object to the
23 leading questions. He's got -- the testimony has got to
24 come from the witness and not from Dr. Lagroon. I
25 understand he is representing himself and he's entitled to

1 a little leeway, but --

2 THE COURT: I will sustain the objection.

3 You should ask your question so that she is the one
4 testifying and not her answering your questions; yes or
5 no.

6 BY THE PLAINTIFF:

7 Q. At the end of January, first of February of 2014, I
8 asked you if you would be interested in assisting a stroke
9 victim. Do you recall her name?

10 A. Ms. Felix.

11 Q. And in your capacity helping Ms. Felix, did you have
12 the occasion to assist her with her personal affairs?

13 A. I did. I went shopping. Uh-huh (affirmative). And
14 I ran to the bank and little errands for her because she was
15 sick and she needed things. So she would -- I would call her
16 when I was coming off of work and then pick her up the things
17 she would need and she would send me on errands, pharmacy.

18  Q. Did you have the occasion in February to make a
19 deposit at a bank for Ms. Felix?

20 A. I did.

21 Q. Do you recall if it was for a significant amount of
22 money?

23 A. It was.

24 Q. Do you recall that amount?

25 A. It was for \$1,957.15.

1 Q. Now where -- where did you go to make that deposit
2 for Ms. Felix?

3 A. In Evans -- well, I guess Martinez, First Citizens
4 Bank.

5 Q. What's the -- what's the address of that particular
6 branch?

7 A. I don't remember the address. Baston Road and Fury's
8 Ferry.

9 Q. The situation with her medical condition at that time
10 with Ms. Felix was such that she could or could not drive?

11 A. No.

12 Q. Because she had suffered what?

13 A. She had a stroke. And she couldn't breathe either.
14 She had a hard time ambulating and she was -- she had COPD and
15 advanced emphysema so she had trouble breathing.

16 Q. Now at some point after you had made those deposits
17 for Ms. Felix, you were contacted by me concerning those
18 deposits; is that --

19 A. That's correct.

20 Q. -- correct?

21 And what -- when I contacted you, what did I ask that you
22 do?

23 A. To make a note of it.

24 Q. What were you to make a -- what were you to
25 make -- what were you to make a note of?

1 A. Well, you asked the amount that I had put in and --
2 Q. Did I request any other information from that -- from
3 that deposit?
4 A. Well, I didn't know what bank account it went in. I
5 had the numbers and everything and I knew the amount that went
6 in. I mean, like, I had the receipt and I put it into the
7 ledger thing that she had. And I knew what date that was on
8 it. I knew it was important to you but I didn't really know --
9 Q. Did I ask you to -- did I request that you make a
10 note of the date?
11 A. I don't remember. I'm sorry. I mean --
12 Q. You don't -- you don't remember --
13 A. I mean, when you asked me about it, if I would come
14 here, I said, well, yeah, I remember now, but it wasn't
15 anything that stuck in my head.
16 Q. Do you remember the date?
17 A. Yes. Yes, it was the 26th of February. I'm sorry.
18 Is that what you were asking?
19 Q. Of?
20 A. Of this year. It was this year.
21 Q. The 26th of February of this year?
22 A. Yeah.
23 Q. Do you -- do you -- do you recall who you gave the
24 money to at the bank?
25 A. It was Teresa at First Citizen.

1 Q. Right.
2 I'm sorry.
3 A. Teresa. Black hair.
4 Q. Do you remember --
5 A. I don't remember Teresa's last name. I'm sorry.
6 Black hair, very friendly, when you walk in.
7 Q. Do you --
8 A. I'll think of it.
9 Q. Do you recall anything else about the person at the
10 bank that you gave the money to on February 26, 2014?
11 A. I used to see her all the time. Teresa Taylor?
12 Taylor?
13 Q. I'm sorry?
14 A. Teresa Taylor, I think. Taylor?
15 Q. Do you -- do you normally go into that -- that
16 particular bank?
17 A. It's by my children's school. It's right by my
18 children's school.
19 Q. How long -- how far is it from --
20 A. It is less than a block away.
21 Q. So that would be the closest First --
22 A. Yes.
23 Q. -- Citizens branch?
24 A. Right. It's the most convenient because I'm usually
25 rushing. I'm there to get my kids and from work and --

1 Q. Okay.

2 THE PLAINTIFF: Judge, may I get the envelope we

3 discussed --

4 THE COURT: Yes, that's fine.

5 THE PLAINTIFF: -- for her?

6 I would like to -- this is the same envelope that we

7 discussed.

8 THE COURT: Okay.

9 What do you want me to accept it as proof of?

10 THE PLAINTIFF: That there was a check mailed on

11 March 4th from the branch located on Baston.

12 THE COURT: Mr. Hodges?

13 MR. HODGES: It's an envelope. Is an empty envelope.

14 We have no idea what the contents of an envelope were when

15 it was processed through the United States Postal Service.

16 So if he wants to offer it for proof that it is an

17 envelope, then I have no objection. But if he's

18 attempting to offer it as proof that there was something

19 important inside of it that was sent through the mail on a

20 date certain -- but it's been opened. We have no idea

21 what was in it and he can put anything in it. It does not

22 come close to establishing what it is he's offering it

23 for. It's irrelevant.

24 THE COURT: Mr. Lagroon, did you have any response to

25 Mr. Hodges' statement?

1 THE PLAINTIFF: Yes. This is the envelope and the
2 content -- the contents of the envelope are a check stub
3 that -- if I may -- I'm sorry, Judge.

4 It matches the numbers. And it was signed by Teresa
5 Taylor.

6 THE COURT: I'm going to agree with defense counsel,
7 that the envelope itself is irrelevant, and I'm not going
8 to -- at least at this point, I am not going to accept it
9 into evidence.

10 THE PLAINTIFF: Thank you -- Thank you, Judge.

11 THE COURT: Do you have any other questions for
12 Ms. Sonnenberg?

13 THE PLAINTIFF: I do, Your Honor.

14 I would like to present, on the same lines, the
15 evidence provided to defense earlier in these proceedings
16 which matches the check.

17 THE COURT: All right.

18 What I am asking is, do you have any other questions
19 for this witness. I'll be happy to hear more from you
20 but, with regards to the specific witness, do you have
21 anything else you would like to ask her?

22 THE PLAINTIFF: I'm sorry. I'm sorry, Judge.

23 BY THE PLAINTIFF:

24 Q. Ms. Sonnenberg, on the day that you made this deposit
25 for Ms. Felix, what did you do with the receipt you received

1 from Ms. Taylor?

2 A. Well, I didn't go back to her house that day. I went
3 back another day. I had it in my purse and then, when you
4 called me, I was able to reference it.

5 Q. So you --

6 THE COURT: I'm sorry. Before you ask --

7 You said, when he called you, you were able to
8 reference it. When he called you when?

9 THE WITNESS: (No response.)

10 THE COURT: Are we talking about the day or close to
11 that it was deposited --

12 THE WITNESS: He didn't call me that day, but it
13 was --

14 THE COURT: -- or was it more recent to today?

15 THE WITNESS: No, he called me like within a day or
16 two of making that deposit because he asked me if I
17 deposited any money.

18 THE WITNESS: Okay. Thank you. You have --

19 THE WITNESS: And I had it --

20 THE COURT: Okay. You can continue to answer his
21 questions.

22 THE WITNESS: Yeah. And so I had it so I could
23 reference it and say, this is what I did, I deposited
24 money.

25 THE COURT: Okay.

1 THE WITNESS: Yeah.

2 But I put it -- when I went back to her house, the
3 next time I was at her house, I put it in her ledger, you
4 know, so she had her piles and stuff.

5 THE COURT: You can continue with your question.

6 THE PLAINTIFF: Thank you, Judge.

7 BY THE PLAINTIFF:

8 Q. Ms. Sonnenberg, you just -- in response to the
9 Court's question, you said that I -- you testified that it
10 was -- that I contacted you a day or so after you made that
11 deposit for Ms. Felix?

12 A. Uh-huh (affirmative).

13 Q. Is that right?

14 A. Right.

15 Q. I'm sorry. Is that correct?

16 A. (No response.)

17 Q. In your opinion, could it have been a little longer;
18 I want to say, maybe, two weeks, maybe even longer?

19 A. (No response.)

20 Q. Let me -- if I may rephrase the question.

21 A. Well, I had it in my possession so I could see it to
22 tell you.

23 Q. I'm sorry?

24 A. I had the receipt in my possession so I could tell
25 you.

1 Q. Okay.
2 When you had the receipt --
3 A. Yeah.
4 Q. -- in your possession, were you at Ms. Felix's
5 home --
6 A. I could have been.
7 Q. -- when I contacted you, or were you -- or were
8 you -- or were you at your home?
9 A. Oh, gosh. I'm going crazy. I think I was in the car
10 and I had to go back. But I had it.
11 Q. And you say you had it?
12 A. Uh-huh (affirmative).
13 Q. You had to go back to Ms. --
14 A. Upstairs.
15 Q. -- Ms. Felix's?
16 A. Uh-huh (affirmative).
17 Q. What is upstairs?
18 A. Her room.
19 Q. I'm sorry?
20 A. In her room.
21 Q. So when I -- when I contacted you concerning the
22 deposit of February 26, 2014, you had to return to
23 Ms. Felix's -- you went upstairs in the bedroom and retrieved
24 the receipt to be able to answer -- to be able to answer the
25 questions I was asking; is that -- is that correct?

1 A. Yeah. But it wasn't far -- I knew I had -- I
2 had -- I mean, I had access quick when you called me.

3 Q. Because -- is that a fair statement to say that
4 Ms. Felix kept good records?

5 A. Yeah.

6 Q. Is that -- is that a fair statement?

7 A. Yes, it is.

8 Q. Can you -- can you describe what Ms. Felix
9 looked -- her appearance to the Court, please?

10 A. She's --

11 MR. HODGES: We would object, Your Honor.

12 THE COURT: I sustained the objection.

13 MR. HODGES: It's irrelevant.

14 THE COURT: You can ask your next question.

15 THE PLAINTIFF: Thank you, Judge.

16 BY THE PLAINTIFF:

17 Q. Ms. Felix, when did -- did you meet her prior to her
18 medical need for a nurse to come --

19 A. No.

20 Q. You never met her -- you never met her, right?

21 A. No.

22 Q. And Ms. -- how long did you care for her?

23 A. Maybe two months, until she -- she was getting sicker
24 so she was working on moving in with her mother but then maybe
25 going into a nursing home for care. So she was getting case

1 management to work on her care. So she moved out of her house
2 and I really couldn't -- she needed more than what I could do
3 for her. I mean, I have a full-time job so I just was helping.

4 Q. Along those lines, after Ms. Felix's illness, was she
5 able to continue her business?

6 A. Not that I know of. She was pretty sick. I mean,
7 she --

8 Q. After her initial illness --

9 A. Oh, you mean while I was taking care of her?

10 No.

11 Mr. HODGES: Your Honor, I'm sorry. This is about
12 the payment of rent. There is a single issue before the
13 Court right now and it's whether or not my client paid
14 rent. And on one specific -- March -- March, February,
15 2014, he has established that she ran an errand for this
16 person. But if we don't have anything else that goes to
17 the payment of money, then I am going to ask that I --

18 THE COURT: I'm going to --

19 MR. HODGES: -- be allowed to cross-examine her and
20 let's move this along. This is a very simple issue.

21 THE COURT: I'm going to sustain your objection.
22 We've moved into a collateral matter that's not related at
23 all to the germane issues.

24 Do you have any other questions for Ms. Sonnenberg
25 about the deposit of money or payment of money?

1 THE PLAINTIFF: One question, Judge.

2 BY THE PLAINTIFF:

3 Q. After February the 26th, when you made -- made the
4 deposit for Ms. Felix, you've just testified that she could not
5 continue her business.

6 A. No.

7 Q. Did you ever make any -- did you ever make any other
8 deposits of that amount for -- or have you -- or have you -- or
9 have you since made any other deposits?

10 A. No.

11 Q. -- for Ms. Felix in the amount --

12 A. (Unintelligible) no.

13 Q. -- of the \$1,957.15?

14 A. No.

15 THE PLAINTIFF: That's it.

16 THE COURT: Questions for the witness?

17 MR. HODGES: Yes.

18 CROSS-EXAMINATION

19 BY MR. HODGES:

20 Q. Ms. Sonnenberg --

21 A. Yes.

22 Q. -- you told us -- I'm sorry. Do you work for
23 Dr. Lagroon?

24 A. I do.

25 Q. In what capacity?

1 A. I'm his bedside assist for oral surgery.

2 Q. Okay. And is that a dental practice?

3 A. It is.

4 Q. So Dr. Lagroon, or his company, that's who signs your
5 paycheck?

6 A. Yes.

7 Q. Okay. And you've been working for him for about five
8 years?

9 A. A little over five years.

10 Q. Okay. And as a sort of a side job, as a favor to
11 Dr. Lagroon, he asked you to care for Ms. Felix; is that
12 correct?

13 A. It is, yes.

14 Q. Are you aware of -- before he asked you to care for
15 Ms. Felix --

16 A. Yes.

17 Q. -- did you know about how Dr. Lagroon and Ms. Felix
18 were related or connected?

19 A. I didn't. I knew that -- I knew that she was
20 somebody that he knew in business. But I just knew that she
21 got sick and I would help from time to time until she got
22 stable. Yes.

23 Q. But you didn't know whether she leased something from
24 him -- how about today? Do you know what that relationship
25 was?

1 A. No, and I really don't (unintelligible).
2 Q. Okay. And have you ever seen a contract or a lease
3 or anything like that?
4 A. No.
5 Q. And let's get right to the heart of the matter on
6 this deposit on February 26th.
7 A. Yeah.
8 Q. Who wrote the check? Who made the payment?
9 A. There was no check. She just had this large wad of
10 cash that she gave me.
11 Q. So Ms. Felix --
12 A. Yes.
13 Q. -- gave you cash, all cash?
14 A. Yes.
15 Q. And did she ask you to take it to the bank?
16 A. Yes. Yes.
17 Q. And did she tell you what account to deposit it in?
18 A. Yes. I had the number of the bank (unintelligible).
19 Q. Do you know anything about the account that you had
20 the number for?
21 A. No, and I really didn't want to ask because it was a
22 lot of money.
23 Q. It was lot of money?
24 A. Yeah.
25 so, it's like, I'm just going to --

1 Q. So you went to the bank --

2 A. Yeah.

3 Q. -- and you handed the bank the money? You filled out

4 the deposit form with the account number Ms. Felix had given

5 you?

6 A. Right.

7 Q. You got a receipt --

8 A. (Unreportable cross-talk) and they gave me a little

9 print out saying --

10 Q. And so --

11 A. Yeah.

12 Q. You don't know whose account that was, do you?

13 A. I don't know the account (unintelligible). I don't

14 know what happened --

15 Q. Right.

16 A. But she had a ledger --

17 Q. But once you (unreportable cross-talk) --

18 I'm sorry. I didn't mean to interrupt.

19 But once you provided the money to the bank with the

20 deposit slip, really, you don't know where that money went?

21 A. I don't.

22 Q. Okay. All right.

23 Do you assume this was First Citizens branch?

24 A. I know that branch.

25 Q. You were at (unreportable cross-talk)?

1 A. I've been there before.

2 Q. You were at First Citizens when you made the deposit?

3 A. I do. And I know Teresa. I've been in there before.

4 She's very -- I go by there all the time because my children's

5 school is out there.

6 Q. Okay.

7 And would you assume that First Citizen keeps records of

8 large deposits?

9 A. I would hope so.

10 Q. And that somewhere there's a bank statement that

11 shows you made a cash deposit that day into that specific

12 account?

13 A. (No response.)

14 Q. Have you seen a record, a bank statement or other

15 record, lately that confirms you made that deposit?

16 A. I don't go through her bank statements. I didn't go

17 through her bank statements. No.

18 Q. How about anybody else's bank statements that you

19 might have seen where the deposit came in?

20 A. No, I don't know.

21 Q. Okay.

22 A. I am a medical professional.

23 Q. I understand. I understand.

24 You told us earlier that Dr. Lagroon contacted you about

25 the deposit --

1 A. Yeah.

2 Q. -- and asked you to make a note of it?

3 A. Yes, it was important to him --

4 Q. Okay.

5 A. -- for some reason.

6 Q. Okay. Did you make a note, like with a pen and

7 paper?

8 A. Yes, but (unintelligible).

9 Q. Okay.

10 A. But when he called back (unintelligible).

11 Q. Do you have that -- have you seen that note lately?

12 A. No.

13 Q. Okay. All right.

14 A. But it was easy to remember because (unintelligible).

15 Q. Did you know how much money you had, how much cash?

16 A. Well, it's like 1,957 -- it was easy because I

17 remembered that large wad of money. It's not something you

18 forget. I couldn't lose it.

19 Q. And did you know what the money was for?

20 A. No.

21 Q. Okay.

22 A. I didn't ask.

23 Q. Okay.

24 Thank you, Ms. Sonnenberg. I appreciate it.

25 A. Uh-huh (affirmative).

1 THE COURT: All right.
2 You can step down as witness. Thank you.
3 Mr. Lagroon, any other testimony you want to provide,
4 yourself?
5 THE PLAINTIFF: There is, Your Honor.
6 Judge, first of all, if the Court is -- and
7 Mr. Hodges don't object -- and I'm sorry, this is a
8 procedural question because the Court has given specific
9 instructions on how we are to proceed.
10 Is Ms. Sonnenberg going to be allowed to testify in
11 the presence of the jury?
12 THE COURT: I'm not quite sure what relevant
13 testimony she would have. At that time, it's just for a
14 breach of contract.
15 THE PLAINTIFF: I don't -- I don't -- I don't
16 disagree with you, Your Honor. That's why --
17 THE COURT: If you are asking if she can be excused,
18 she's more than welcome to be excused.
19 THE PLAINTIFF: Yes.
20 THE COURT: Unless defense counsel --
21 THE PLAINTIFF: Yes, sir.
22 THE COURT: -- intends on keeping her.
23 MR. HODGES: No. No objection.
24 THE PLAINTIFF: Yes, sir. That -- that's
25 what -- that's what I'm asking.

1 THE COURT: All right.

2 Ms. Sonnenberg, you are more than welcome to be
3 excused. Thank you for your testimony here today.

4 (WHEREUPON, the witness exited the witness stand.)

5 THE PLAINTIFF: Thank you, Judge. Thank you, Judge.

6 Judge, I would like to return to the exhibits, if I
7 may.

8 THE COURT: Yes, please.

9 THE PLAINTIFF: Thank you.

10 This is, I think --

11 MR. HODGES: It's the same thing that we looked at a
12 few minutes ago.

13 THE PLAINTIFF: Most all of this has been introduced
14 into evidence, but only for clarification for the record.

15 The letter that was sent -- the demand for payment
16 letter that was sent to SBA, dated February 18, 2014, the
17 ACH deposit enrollment authorization dated 2-18-2014 was
18 sent certified mail from Thompson, Georgia on
19 February 19, 2014, received by SBA Communications ACH
20 department on 2-24-2014.

21 (WHEREUPON, Plaintiff's exhibit was identified for the
22 record.)

23 THE PLAINTIFF: And in response to that letter, there
24 is a letter dated March 10, 2014 from a Tony Coble [ph].

25 (WHEREUPON, Plaintiff's exhibit was identified for the

1 record.)

2 THE PLAINTIFF: In response to that letter, there was
3 a fax to number 561-322-2866 sent to SBA with a voided
4 check attached that bears my name, Robert -- Robert Jay
5 Lagroon, so as to request that SBA put money at their
6 leisure into that account, which is shown on that check.
7 (WHEREUPON, Plaintiff's exhibit was identified for the
8 record.)

9 THE PLAINTIFF: There is a fax for my office that
10 shows that, on March 18th, which is the date on the voided
11 check, was received by SBA at fax number 561-322-2866.
12 (WHEREUPON, Plaintiff's exhibit was identified for the
13 record.)

14 THE PLAINTIFF: The bank statements for February,
15 March, and April of 2014 have been admitted into evidence
16 to establish that there are no -- no payments into that
17 account from SBA, even though the fax -- the fax log
18 clearly shows they received the voided check, they have
19 requested on March 18, 2014.

20 (WHEREUPON, Plaintiff's exhibit was identified for the
21 record.)

22 THE COURT: Is that all?

23 THE PLAINTIFF: On that issue, yes, Your Honor.

24 THE COURT: All right.

25 Is there any other testimony you want to give about

1 the matter of failure to pay rent?

2 THE PLAINTIFF: Yes, Your Honor.

3 I have one last issue.

4 I would ask that the -- that the documents, the
5 bank -- the bank -- the bank records that were supplied
6 earlier in these proceeding by the defendant be
7 placed --

8 THE COURT: Any objection?

9 THE PLAINTIFF: -- in the record.

10 MR. HODGES: I intend to walk through all of my
11 documents and bank records and get them into
12 evidence -- and Your Honor, while we are on -- you've
13 previously ruled on these letters that -- you issued a
14 ruling just a few minutes ago. I don't see any reason to
15 revisit that issue.

16 THE PLAINTIFF: Right. I understand --

17 MR. HODGES: I don't have any problem with you
18 looking at these. But that's totally irrelevant.

19 THE PLAINTIFF: These --

20 MR. HODGES: I will explain these and deal with these
21 in just a minute. But if you want to accept those copies
22 into evidence, I'm fine with that.

23 THE COURT: All right.

24 These five documents will be accepted into evidence
25 as Plaintiffs Exhibits 12, 13, 14, 15, and 16.

1 (WHEREUPON, Plaintiff's Exhibits 12, 13, 14, 15, and
2 16 were provided identification by the Court and admitted into
3 evidence.)

4 THE PLAINTIFF: Judge, I am requesting that the
5 original envelope that contains the original from
6 cashier's check customer copy, marked, nonnegotiable, from
7 which those copies are made be admitted into evidence.

8 THE COURT: Mr. Hodges, any new objection to his new
9 request to have the envelope entered into evidence?

10 MR. HODGES: It's not evidence of anything, Your
11 Honor. That's my only objection. But if the Court would
12 like it considered, we're more than happy to allow the
13 Court to consider it for what it is.

14 THE COURT: I still don't see that anything has
15 changed so I am not going to allow the envelope to be
16 admitted into evidence.

17 THE PLAINTIFF: Thank you, Judge.

18 THE COURT: All right.

19 Anything else, Mr. Lagroon?

20 THE PLAINTIFF: No.

21 THE COURT: All right.

22 Please have a seat and answer any questions that
23 Attorney Hodges has for you.

24 MR. HODGES: Your Honor, I don't have any questions.
25 I'm going to go straight to my documents --

1 THE COURT: All right.

2 Mr. Lagroon, you can have a seat back at your table

3 and take these items with you.

4 THE PLAINTIFF: Thank you. Thank you.

5 THE COURT: Yes, sir.

6 MR. HODGES: With the Court's permission, Your Honor,

7 we have several sets of bank records that we subpoenaed

8 from First Bank -- First Citizens Bank and Trust. We

9 looked at them in the hearing room. I would just like to

10 move them into evidence and then briefly, just for the

11 record, explain what they are.

12 THE COURT: Mr. Lagroon, do you have any objection to

13 those bank records being admitted?

14 THE PLAINTIFF: I would like -- I'd like -- I'd like

15 to view them, if Your Honor --

16 MR. HODGES: I gave you a copy.

17 THE COURT: They are the same documents you reviewed

18 earlier in the conference room.

19 THE PLAINTIFF: Then there's no objection.

20 THE COURT: All right. There's no new documents that

21 we didn't already review?

22 MR. HODGES: There will be in just a minute, but not

23 at this time.

24 THE COURT: Okay.

25 MR. HODGES: So I would like to admit -- if I may --

1 THE COURT: Yes, please.

2 MR. HODGES: As Defendants Exhibit number 1, bank
3 records from First Citizens which show a deposit into an
4 account in the name of Kelly Barnett, the same address as
5 Dr. Lagroon, for November of 2013, December of 2013,
6 January of 2014, and February of 2014. They are all
7 highlighted and flagged for the Court. They are deposits
8 made by SBA Communications payables. So I would move that
9 Defendant's Exhibit number 1 be accepted into evidence.

10 (WHEREUPON, Defendant's Exhibit 1 was tendered into
11 evidence.)

12 THE COURT: It's accepted into evidence.

13 (WHEREUPON, Defendant's Exhibit 1 was admitted into
14 evidence.)

15 MR. HODGES: Thank you.

16 Defendant's Exhibit number 2 is a second set of
17 documents with another records custodian affidavit, also
18 from First Citizens. This concerns the cashier's check
19 that was issued in March. And I will point out to the
20 Court that, back there in the hearing room this morning,
21 the story appeared to be that this wasn't SBA's money and
22 other deposits went into the First Citizens account. Now
23 here we are attempting to show that SBA should have
24 deposited the money into an account with the bank of
25 Queensborough, an entirely different bank that we didn't

1 hear about back there.

2 But this is Exhibit number 2. I would move that into
3 evidence. That's the cashier's check from March.

4 (WHEREUPON, Defendant's Exhibit 2 was tendered into
5 evidence.)

6 THE COURT: All right. It will be accepted into
7 evidence.

8 THE COURT: And many of the items in Exhibit number 2
9 also coincide with Plaintiff's Exhibits numbers 12 through
10 16.

11 THE PLAINTIFF: Judge, I object to the affidavits
12 being put into evidence.

13 THE COURT: Why is it that you object to the
14 affidavits?

15 THE PLAINTIFF: Because, Judge, I am unable to
16 cross-examine the makers of those affidavits. They are
17 not available here for my -- for my fundamental right to
18 cross-examine.

19 THE COURT: Mr. Hodges?

20 MR. HODGES: They're standard records custodians
21 affidavits, Your Honor. They don't do anything other than
22 establish that they are true and correct copies of the
23 records maintained by the banks. As a result, they
24 are -- they become admissible under the business records
25 exception to the hearsay rule. He had an opportunity to

1 bring anybody and everybody he wanted to to this hearing.
2 That would include a representative of First Citizens. I
3 provided him these documents back in April. He could have
4 brought anybody he wanted to cross-examine. The documents
5 speak for themselves.

6 THE COURT: I'm going to accept the affidavits into
7 evidence over your objection.

8 (WHEREUPON, Defendant's Exhibit 2 was admitted into
9 evidence.)

10 THE PLAINTIFF: Thank you, Your Honor.

11 MR. HODGES: Exhibit number 3, Your Honor, is the
12 third set of records from First Citizens Bank and Trust.
13 It's got a separate affidavit. And what it will show is
14 in an April 7 deposit by SBA Communications into a
15 different account in the name of R. Jay Lagroon. That
16 account number ends in 6009.

17 I move that be accepted into evidence.

18 (WHEREUPON, Defendant's Exhibit 3 was tendered into
19 evidence.)

20 MR. HODGES: And I would also comment, Your Honor,
21 that the documents that are -- that have been placed in
22 front of you by Dr. Lagroon --

23 THE COURT: Hold on.

24 Mr. Lagroon, do you have any objection to the -- any
25 new objection with regards to these documents from the

1 First Citizens?

2 THE PLAINTIFF: I simply would renew --

3 THE COURT: Okay.

4 THE PLAINTIFF: -- my objection to the affidavits.

5 THE COURT: All right.

6 Defense number 3 will be accepted into evidence over

7 your objection.

8 (WHEREUPON, Defendant's Exhibit 3 was admitted into

9 evidence.)

10 THE PLAINTIFF: Thank you, Judge.

11 THE COURT: All right. You can continue. I'm sorry.

12 MR. HODGES: We would like to make, with regard to

13 that -- to the April deposit into First Citizens, this

14 business about the Queensborough National Bank and Trust

15 Company and Dr. Lagroon's previously requesting that

16 future deposits be made into an account he maintained at

17 this institution, when the April deposit shows up in First

18 Citizens Bank, a different bank, not the Queensborough,

19 where is the letter from Dr. Lagroon saying, hey, wrong

20 bank, wrong bank? Where is the evidence of him

21 communicating with SBA saying, you didn't follow my

22 instructions?

23 And I would -- if I may borrow that statement right

24 there.

25 THE COURT: Go ahead.

1 MR. HODGES: I would like to admit that this as a
2 whole new exhibit instead of marking them all
3 individually.

4 I would mark this as Defendant's Exhibit number 4.
5 These are checks from Wells Fargo which demonstrate that
6 rent has been paid to Mr. Lagroon for the remainder of
7 2014. So May through December of 2014, copies of -- the
8 checks have all been negotiated. And I would ask that
9 that be accepted as Defendant's Exhibit number 4.

10 (WHEREUPON, Defendant's Exhibit 4 was tendered into
11 evidence.)

12 THE COURT: Mr. Lagroon, any objection to the
13 defense?

14 THE PLAINTIFF: I would like to -- I would like to
15 see that thing.

16 MR. HODGES: That's Exhibit number 5 -- and I would
17 also give Dr. Lagroon an opportunity to look at this.

18 We did have the internal records from SBA, Your
19 Honor, that confirm all of these payments. And I think
20 that, again, in March of 2013, and they ran all the way
21 through April of 2014. So I believe you will find that
22 they match all of these records. I would move that it be
23 admitted into evidence.

24 (WHEREUPON, Defendant's Exhibit 5 was tendered into
25 evidence.)

1 THE COURT: Dr. Lagroon, they're admitted.

2 Take a look at it.

3 MR. HODGES: And with that Your Honor, I don't
4 believe we have any additional evidence.

5 I think what -- his evidence of nonpayment of
6 rent asks the Court to assume a lot. It directly
7 contradicts records we obtained from third parties, and
8 the story is incomplete. It is inadequate to carry his
9 burden as the party bringing that claim. It is for Your
10 Honor to decide, but I think we have responded to his
11 claim. I think we have demonstrated that rent has been
12 paid each and every month from November of 2013 all the
13 way to this month. There's the one issue
14 about -- (unintelligible) raised one question about the
15 March, 2013 payment. The story on that has shifted,
16 depending on what room we're in today. I don't believe he
17 has carried his burden.

18 I would ask that the Court find in favor of SBA on
19 that claim and find that they have fulfilled their
20 contractual obligations to pay rent under the lease.

21 And I don't have any further evidence or comments or
22 argument.

23 THE COURT: Okay.

24 Mr. Lagroon, do you have any objections to the
25 Defendant's Exhibit number 4 and 5?

1 THE PLAINTIFF: Judge -- Your Honor, I would object
2 to both of these exhibits.

3 THE COURT: On what grounds?

4 THE PLAINTIFF: There's no -- there is no
5 authentication; no testimony from any witness from these
6 businesses, these institutions; no affidavits that
7 these -- these exhibits are authentic. And
8 based -- there's no certificate of a custodian where these
9 records were generated from. And on those grounds
10 (unintelligible) with the Court.

11 THE COURT: We have them and I will be happy to hear
12 your response.

13 MR. HODGES: Yes, Your Honor.

14 As you know, under the magistrate court rules -- the
15 rules are sort of relaxed in magistrate court. Even if
16 they weren't, those are self-authenticating records that,
17 under the South Carolina Rules of evidence, 902, that's
18 all commercial paper, Your Honor. I mean, it's all
19 evidence of commercial transactions and checks and bank
20 transactions. Rule 902(9), provides that commercial
21 papers with signatures that are on documents relating to
22 them are self-authenticating and can be admitted without
23 any additional foundation, testimony, or authentication by
24 a witness.

25 THE COURT: Defendant's Exhibits number 4 and 5 will

1 both be accepted into evidence over your objection,
2 Mr. Lagroon.

3 (WHEREUPON, Defendant's Exhibits 4 and 5 were admitted
4 into evidence.)

5 THE PLAINTIFF: Thank you, Judge.

6 THE COURT: All right.

7 Based on the evidence presented before me here in
8 this case with regards to your application for an
9 ejectment on failure to pay rent, I am going to find that
10 you have not met your burden. In fact, I am going to find
11 otherwise, that proof has been shown that rent has been
12 paid for each and every month, or at least for the month
13 of March for which you have complained of. And I am going
14 to deny the eviction, which leaves the only other matter
15 to address here today is that of the breach of contract.

16 Are all parties ready to proceed to bring the jury
17 in?

18 MR. HODGES: Yes, Your Honor.

19 THE COURT: All right.

20 Mr. Lagroon, anything before we bring the jury in for
21 qualification and selection?

22 THE PLAINTIFF: I would simply like clarification on
23 the specific issue we are going to be discussing, as far
24 as --

25 THE COURT: The defense's counterclaim against you

1 that you breached the lease agreement. If I recall
2 correctly, the basis of their claim, generically, is that
3 you prevented them access to the property. That will be
4 their burden to prove.

5 The case will be introduced as R. Jay Lagroon versus
6 SBA Communications and it will be introduced as a
7 counterclaim issue. I will do my best to advise the jury
8 that -- normally, they think of the plaintiff as the
9 person bringing the complaint and not the defendant, but
10 we will advise them of that.

11 With regards to the motion you made some time ago
12 about limiting testimony, the damage caused to the
13 driveway and the -- any arrests would not be relevant to
14 the breach of contract issues, so I am going to limit that
15 testimony.

16 MR. HODGES: Actually, the arrest is okay, Your
17 Honor, because I think that -- I think the --

18 THE COURT: That's what I --

19 MR. HODGES: That's what I'm attempting to prove is
20 that, by calling the police and having them --

21 THE COURT: So is it just the issue with the driveway
22 then?

23 MR. HODGES: The driveway testimony is definitely
24 what I was concerned about.

25 And then now that the rent issue has been decided, I

1 would ask that we not hear any additional testimony or
2 discussion of the rent payment issues in the breach of
3 contract proceeding.

4 THE COURT: That will be -- I'm sorry, I
5 misunderstood your initial motion.

6 So testimony and evidence with regards to damage to
7 the driveway, and now any issue or testimony with regards
8 to the payment of rent would not be relevant to the breach
9 of contract issue. So please limit your questioning and
10 the testimony you provide, if any, to that issue, okay?

11 THE PLAINTIFF: I'm going to try to make sure I
12 understand, Your Honor. I don't want to try -- attempt
13 to -- to operate outside what the Court -- what the Court
14 is ordering.

15 Judge, I have a videotape that I will be showing the
16 jury that contains some very explicit language surrounding
17 this issue of denial of access. And the reason I want the
18 Court to be aware of that is there's language in that
19 videotape of SBA representatives that is very appalling
20 and offensive.

21 THE COURT: When was the videotape made?

22 THE PLAINTIFF: It was made the day the officer
23 arrested --

24 THE COURT: Who made the recording?

25 THE PLAINTIFF: I did, Your Honor.

1 MR. HODGES: I have not seen it, Your Honor. My only
2 problem with that is, having not seen it before, I don't
3 have any way of knowing whether it's been edited or
4 changed in any way. I don't know if the original was 10
5 minutes and he's going to show five and what might have
6 been on the other -- I don't know anything about it. I
7 don't know anything about it.

8 I mean, I suppose we could take a preview of it, but
9 I would object to it because, A, it has not been disclosed
10 before, today -- and I know that the discovery rules are a
11 little informal in magistrate court. But I have no way
12 of -- it's a chain of custody type issue, Your Honor. If
13 the video was taken on February the 25th, I have no way of
14 knowing what happened to it between now and then.

15 THE COURT: Okay.

16 How long is the video?

17 THE PLAINTIFF: Two to three minutes --

18 THE COURT: Okay.

19 THE PLAINTIFF: -- if that.

20 I just -- it is a crucial -- an absolutely crucial --

21 THE COURT: Let's go ahead and watch -- we'll proffer
22 the video now and then we will decide after we've seen the
23 video.

24 THE PLAINTIFF: I just -- I just --

25 THE COURT: Let me get somebody in here who knows how

1 to work the TV.

2 Is it a DVD or VHS cassette tape?

3 THE PLAINTIFF: DVD.

4 THE COURT: My understanding is that the TV equipment
5 may be defective, so we might have issues to resolve.

6 THE PLAINTIFF: Judge, if I can -- if I can -- I
7 brought a --

8 THE COURT: A viewing device?

9 THE PLAINTIFF: Yes, sir. Yes, sir.

10 THE COURT: All right. Go ahead and set it up and we
11 will watch the video.

12 THE PLAINTIFF: In addition to the video, there are
13 multiple photographs that I will be using in the --

14 THE COURT: All right. Well, let's watch the video
15 first.

16 THE PLAINTIFF: -- jury trial. They are just still
17 photographs.

18 (WHEREUPON, the video recording was played.)

19 THE COURT: Where's the video portion?

20 THE PLAINTIFF: I'm sorry, Judge. I'm not a computer
21 person, Judge. I'm sorry.

22 THE PLAINTIFF: That's all there is, Judge.

23 THE COURT: All right.

24 And who was the person in the orange hat?

25 MR. HODGES: Him.

1 THE PLAINTIFF: That's me.

2 MR. HODGES: So he obviously didn't make the video.

3 THE COURT: I thought you said that you were the one
4 who made the video.

5 THE PLAINTIFF: Well, I am. My son was holding it.

6 THE COURT: So your son made the video.

7 THE PLAINTIFF: He was holding it. He was holding
8 the camera.

9 MR. HODGES: That proves my case, Your Honor. I
10 would gladly let that --

11 THE COURT: All right.

12 MR. HODGES: -- video in.

13 THE COURT: It's admissible evidence then.

14 THE PLAINTIFF: I'm sorry. I don't know how to make
15 it bigger. I'm not a computer -- I'm not a computer
16 person.

17 THE COURT: And what about the pictures?

18 THE PLAINTIFF: They are --

19 THE COURT: To close that, you hit the red light up
20 at the top.

21 THE PLAINTIFF: I'm sorry. I'm sorry.

22 Is simply shows where they didn't know the
23 combination and they cut the lock.

24 MR. HODGES: Which is entirely irrelevant because
25 that's our property and, if we want to cut our lock, we'll

1 cut the lock.

2 THE PLAINTIFF: The point I'm going -- I'm going to
3 make with this photograph is, if your -- if it's
4 your individual property, then why -- why would you drive
5 around a locked gate and then cut -- cut off a chain?

6 MR. HODGES: Because it doesn't matter.

7 THE PLAINTIFF: If you're supposed to be there, you
8 open the gate and you open the lock.

9 So that's why the police were called. Because they
10 looked -- they appeared to be criminals and the
11 sheriff -- the sheriff's department agreed. He --

12 THE COURT: I'm not going to allow that picture to be
13 admitted into evidence.

14 Do you have other pictures you would like to be
15 presented?

16 PLAINTIFF: I do.

17 It's the same principle. What these photographs will
18 show is, when law enforcement got involved, they didn't
19 know the combination to the gate.

20 MR. HODGES: It's irrelevant, Your Honor. Again, the
21 gate shouldn't be there. Now I know Mr. Lagroon has got a
22 story about who put it there and how long it's been there,
23 but the lease says what it says.

24 THE PLAINTIFF: And there's no employee of SBA here
25 to offer any testimony contrary to what I'm going to tell

1 the jury.

2 THE COURT: Okay.

3 [REDACTED] That picture, in and of itself, I am not going to
4 allow to be admitted into evidence.

5 Any other pictures?

6 THE PLAINTIFF: There is a -- there is a claim I
7 assaulted -- assaulted an SBA employee. These photographs
8 show that, contrary to that, I was the one assaulted.

9 THE COURT: Okay. That picture there is just of a
10 single person. So do you have a picture of the assault?

11 THE PLAINTIFF: I have -- I have a series of
12 pictures --

13 THE COURT: Okay. Let's see the series.

14 THE PLAINTIFF: -- that indicate what happened.

15 THE COURT: Okay. Let's see the series.

16 THE PLAINTIFF: This --

17 THE COURT: Get to the pictures that show the
18 assault.

19 THE PLAINTIFF: This is --

20 THE COURT: I don't want to see a pictures of just a
21 single person standing there in the grass. You say you
22 have pictures --

23 THE PLAINTIFF: Correct.

24 THE COURT: -- of being assaulted. Let me see the
25 pictures of you being assaulted. I don't want to hear the

1 background story now.

2 THE PLAINTIFF: I cannot -- I cannot, without going
3 through the various photographs, demonstrate what --

4 THE COURT: Are there any pictures with you in them?

5 THE PLAINTIFF: No.

6 THE COURT: Okay. Then they are not --

7 THE PLAINTIFF: I am --

8 THE PLAINTIFF: -- not going to be admissible for the
9 purpose that you are saying.

10 THE PLAINTIFF: I'm holding -- I'm holding the
11 camera.

12 THE COURT: Are there any pictures with somebody in
13 close proximity to you with the camera?

14 THE PLAINTIFF: Yes.

15 THE COURT: Let me see those pictures. Get to those
16 pictures, please.

17 THE PLAINTIFF: This -- I'm sorry.

18 THE COURT: Mr. Lagroon, I'm being as patient as I
19 can with you. I've been as patient as I can all morning,
20 but I'm not going to continue to allow you to delay this
21 trial. Get to the pictures that you say shows somebody
22 assaulting you or in close proximity to assaulting you.

23 MR. HODGES: And, Judge, I would add, there is no
24 claim for assault by either party.

25 THE COURT: All right.

1 Mr. Lagroon, you can take your computer back.

2 We will go ahead and bring the jury in and begin with

3 the selection process.

4 THE PLAINTIFF: I'm sorry judge. This is -- this is

5 the weapon.

6 THE COURT: Okay.

7 Go ahead and take your computer back and we will

8 bring in the jury.

9 * * *

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ACH DEPOSIT ENROLLMENT AUTHORIZATION



Site ID # SC 47752-A

All information collected on this form is required to transmit payment data, by electronic means to the payee's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System. SBA is not able to split your deposit between accounts, therefore, please select only one account, either checking or savings, to which funds are to be credited.

CHECK ONE:

☐ Direct Deposit for the first time

☒ Direct Deposit change

VENDOR INFORMATION:

PAYEE/COMPANY: R. Jay Lagroon Custodial Parent for Dacia Lagroon

ADDRESS: 791 Hwy 7 McCormick SC 29835 / 7KA Rt 4 Box 198-B

CONTACT PERSON NAME (if other than payee): R. Jay Lagroon

TAX ID or SSN(s): 251-82-5254

PHONE NUMBER: 864-391-9100

FAX NUMBER: N/A

EMAIL ADDRESS: N/A

EMAIL NOTIFICATION OF PAYMENT: ☐ YES

☐ NO

BANK INFORMATION

NAME: Queensborough National Bank + Trust

ADDRESS: 549 West Hill Street Thomson GA 30824

TELEPHONE NUMBER: 706-597-8500

NINE-DIGIT ROUTING TRANSIT NUMBER: 061103975

DEPOSITOR ACCOUNT NUMBER: 1770696

TYPE OF ACCOUNT:

☒ CHECKING (Please attach a voided check) ☐ SAVINGS (Please attach a deposit slip)*

*If slip is not available, provide other verification from Bank

I certify that the information provided on this form is correct. I authorize SBA to direct payments to the financial institution designated above and to initiate, if necessary, debit entries and adjustments for any credit entries in error. This authorization is applicable to all payments issued to the above-named payee by SBA under the designated TIN or SSN. This authority is to remain in full force and effect during the term of the ACH Enrollment Agreement between SBA and payee and further for such additional time after termination of the Agreement as to afford SBA a reasonable opportunity to receive proper payment and make adjustments for errors.

AUTHORIZED SIGNATURE(S):

*All signers whom are on the Lease

DATE: 2/18/2014

Please complete and return this form to the following address:

SBA Communications Corporation
ATTN: ACH Department
5900 Broken Sound Parkway NW
Boca Raton, FL 33487
sharedservices@sbsite.com

CERTIFIED A TRUE AND CORRECT COPY
THE ORIGINAL OF WHICH IS ON FILE IN

Site ID: THIS OFFICE
Vendor #: TEST: Bond O'Edwards
Company: MAGISTRATE (CLERK)
McCORMICK COUNTY, S.C.



March 10, 2014

Robert Jay Lagroon, Custodial
RR 4 Box 198-B
McCormick, SC 29835-9724

Site ID: SC47752

Dear Mr. Lagroon;

We received your Direct Deposit enrollment request; however, for security, we do require that a check or deposit slip be submitted and address on it.

Alternatively, you may substitute a letter from your bank, as the holder's name and account number, and the bank's routing number.

Either form of verification is sufficient, and may be returned to you. The information is below. If you prefer mail, please submit to:

SBA COMMUNICATIONS CORPORATION
Attn: ACH DEPARTMENT
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

Please feel free to contact me if you have any questions.

Regards,

Tony Kolbe

Vendor Maintenance/Check Processing

SBA COMMUNICATIONS CORPORATION
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

561-322-7809 + Tele
561-322-2866 + Fax

© 2012 SBA COMMUNICATIONS CORPORATION

ROBERT JAY LAGROON
KELLS BROOME
PO BOX 234
LINCOLTON, GA 30817

DATE 3/18/14

64-597/611 1021

PAY TO THE ORDER OF

QUEENSBOROUGH

\$ XXX

DOLLARS

MEMO

0611039751 17 70 69 61 01021

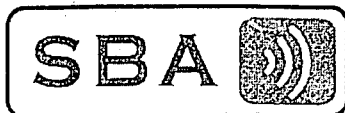
MP

HP Officejet Pro 8600 N911a Series

Fax Log for
R Jay Lagroon DMD
18643919100
Mar 18 2014 9:22PM

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Mar 18	9:21PM	Fax Sent	15613222866	0:37 N/A	1	OK



March 10, 2014

Robert Jay Lagroon, Custodial
RR 4 Box 198-B
McCormick, SC 29835-9724

Site ID: SC47752

Dear Mr. Lagroon;

We received your Direct Deposit enrollment request; however, to ensure our land owner's security, we do require that a check or deposit slip be submitted, pre-printed with your name and address on it.

Alternatively, you may substitute a letter from your bank, as long as it includes the account holder's name and account number, and the bank's routing number.

Either form of verification is sufficient, and may be returned to me via email or fax. My contact information is below. If you prefer mail, please submit to:

SBA COMMUNICATIONS CORPORATION
Attn: ACH DEPARTMENT
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

Please feel free to contact me if you have any questions.

Regards,

Tony Kolbe

Vendor Maintenance/Check Processing

SBA COMMUNICATIONS CORPORATION
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

561-322-7809 + Tele
561-322-2866 + Fax

2/18/2014

SBA COMMUNICATIONS CORPORATION
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797
Telephone # 561-322-7809

Attn: Tony Kolbe, Vendor Maintenance

Re: Demand for payment of Rent/Lease Site ID: SC47752

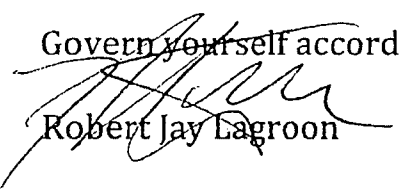
Ms. Kolbe,

Please take notice that Robert Jay Lagroon now demands Rent/Lease in the amount of \$1903.00 are paid in accordance with the Communications Site Lease Agreement (Ground) dated 10/26/2004.

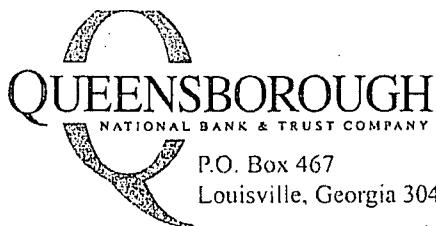
If I have not received \$1903.00, past due Rent/Lease in ten days from your receipt of this notice, I will assume you will not voluntarily respond and begin Eviction proceedings in accordance with South Carolina Law.

This Notice is being sent to comply with the applicable South Carolina Code of Laws.

Govern yourself accordingly


Robert Jay Lagroon

Secure Internet Banking
www.QNBTRUST.com



Convenient Telephone Banking
1.877.625.2030

000001221 (2)

02/14/14

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON GA 30817

0001770696

PG 1
3

CYCLE-014

GO PAPERLESS TODAY!

TABLE.

*** CHECKING *** Q FREE CROWN CK ACCT

ACCOUNT NUMBER 0001770696

PREVIOUS STATEMENT BALANCE AS OF 02/10/14 00

PLUS 5 DEPOSITS AND OTHER CREDITS 5,178.74

LESS 2 CHECKS AND OTHER DEBITS 1,198.20

CURRENT STATEMENT BALANCE AS OF 02/14/14 3,980.54

NUMBER OF DAYS IN THIS STATEMENT PERIOD 4

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
98	02/13	1,168.20			

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
02/11	DEPOSIT		780.00
02/13	OVERDRAFT ITEM CHARGE	30.00	
02/14	AC-FDMS OKB -DEPOSIT		432.11
02/14	XFER FROM ACCT CK-000001739104		419.00
02/14	XFER FROM ACCT CK-000001519412		1,025.00
02/14	DEPOSIT		2,522.63

:	:	TOTAL FOR	:	TOTAL	:
:	:	THIS PERIOD	:	YEAR-TO-DATE	:
:	:	TOTAL OVERDRAFT FEES	:	30.00	:
:	:	TOTAL RETURNED ITEM FEES	:	.00	:

*** BALANCE BY DATE ***
02/10 .00 02/11

780.00 02/13 418.20- 02/14 3,980.54

Q WORKS FOR ME!
STOP IN AND FIND OUT HOW Q WORKS FOR ME!



CHECKING DEPOSIT		ACCOUNT NUMBER 1770696	
Date: _____		CASH 1200.00	
Name: <u>Robert Lagoon</u>		CHECKS 1322.63	
Address: _____		NET DEPOSIT \$ 2522.63	
Signature: _____		QUEENSBOROUGH NATIONAL BANK & TRUST CO.	
MICR LINE: ⑆061103975⑆ 17 70 69 6⑆ 36			

Amount \$2,522.63 2/14/2014

DEPOSIT TICKET		⑆061103975⑆ 17 70 69 6⑆ 36	
Robert Jay Lagoon		TOTAL FOR STATE FISH \$ 780.00	
Kelli Boone		SUB TOTAL \$ 780.00	
Date: <u>2/11/14</u>		LESS CASH RECEIVED \$	
MICR LINE: ⑆061103975⑆ 17 70 69 6⑆ 36			

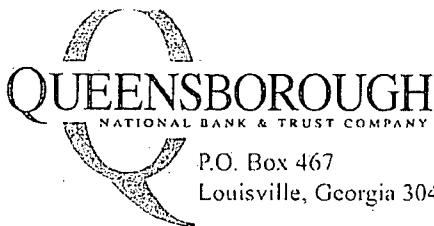
Amount \$780.00 2/11/2014

98	
Date: <u>Feb 11, 2014</u>	
PAY TO: <u>Bernice Sauer</u> \$ <u>1168.20</u>	
ONE THOUSAND ONE HUNDRED SIXTY EIGHT AND 20/100 DOLLARS	
MICR LINE: ⑆061103975⑆ 17 70 69 6⑆ 0098	

Check 98 \$1,168.20 2/13/2014



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Convenient Telephone Banking
1.877.625.2030

000005818 (4)

03/14/14

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON GA 30817

0001770696

PG 1
39

CYCLE-014

GO PAPERLESS TODAY!

TABLE.

*** CHECKING *** Q FREE CROWN CK ACCT

ACCOUNT NUMBER 0001770696

PREVIOUS STATEMENT BALANCE AS OF 02/14/14 3,980.54

PLUS 29 DEPOSITS AND OTHER CREDITS 45,159.25

LESS 44 CHECKS AND OTHER DEBITS 46,835.73

CURRENT STATEMENT BALANCE AS OF 03/14/14 2,304.06

NUMBER OF DAYS IN THIS STATEMENT PERIOD 28

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
99	02/18	1,076.40	1002	02/26	1,941.75
100	02/18	656.79	1003	02/27	1,387.10
801*	02/19	3,945.85	1004	02/28	1,016.74
802	02/24	352.34	1005	02/28	1,779.84
803	02/24	108.27	1006	02/28	4,266.84
804	02/19	1,305.75	1007	02/28	3,629.32
805	02/19	1,228.60	1008	03/04	75.00
807*	02/21	880.77	1009	03/04	5,175.45
808	02/21	3,629.61	1010	03/05	849.20
809	02/25	1,317.54	1012*	03/07	550.27
810	02/21	29.70	1013	03/07	400.00
812*	02/21	489.00	1015*	03/13	77.45
901*	02/28	445.62	1016	03/13	84.56
1001*	02/25	4,377.05	1018*	03/14	3,000.00

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
02/18	AC-FDMS OKB -DEPOSIT		1,115.49
02/18	AC-FDMS OKB -DEPOSIT		1,119.44
02/18	AC-FDMS OKB -DEPOSIT		1,159.34
02/18	AC-FDMS OKB -DEPOSIT		1,694.63
02/18	DEPOSIT		3,639.40
02/18	AC-CABELAS VISA -PAYMENTS	32.00	
02/18	AC-GE Capital -CC PYMT	84.00	
02/18	AC-CITI CARD ONLINE-PAYMENT	174.00	
02/18	XFER TO ACCT BL-001114269001	508.00	
02/19	AC-DELUXE CHECK -CHECK/ACC.	26.90	
02/20	AC-FDMS OKB -DEPOSIT		162.63
02/20	DEPOSIT		710.93
02/20	DEPOSIT		1,538.60
02/21	AC-FDMS OKB -DEPOSIT		259.74
02/21	DEPOSIT		1,000.00
02/21	AC-GEORGIA ITS TAX -GA TX PYMT	556.13	
02/24	AC-FDMS OKB -DEPOSIT		370.66
02/24	AC-FDMS OKB -DEPOSIT		587.63
02/24	AC-FDMS OKB -DEPOSIT		854.18
02/24	DEPOSIT		60.00
02/25	AC-FDMS OKB -DEPOSIT		1,607.47
02/25	DEPOSIT		3,976.88
02/27	AC-FDMS OKB -DEPOSIT		209.45
02/27	DEPOSIT		6,000.00
02/27	RETURNED DEPOSITED ITEM FEE	5.00	
02/27	OVERDRAFT ITEM CHARGE	30.00	
02/27	RETURNED DEPOSITED ITEM	26.99	
02/28	AC-FDMS OKB -DEPOSIT		651.26



ROBERT JAY LAGROON
 KELLI S BROOME
 PO BOX 234
 LINCOLNTON GA 30817

03/14/14

0001770696

PG 2

CYCLE-014

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
02/28	DEPOSIT		5,000.00
03/03	AC-FDMS OKB -DEPOSIT		166.56
03/03	AC-FDMS OKB -DEPOSIT		466.40
03/03	AC-FDMS OKB -DEPOSIT		863.87
03/03	DEPOSIT		5,000.00
03/04	AC-FDMS OKB -DEPOSIT		1,445.39
03/04	AC-FDMS OKB -DISCOUNT	323.90	
03/06	AC-FDMS OKB -DEPOSIT		240.30
03/06	AC-CHASE -EPAY	68.00	
03/06	AC-GE Capital -CC PYMT	82.00	
03/07	AC-FDMS OKB -DEPOSIT		259.00
03/07	AC-CABELAS VISA -PAYMENTS	47.00	
03/07	AC-DISCOVER -E-PAYMENT	119.00	
03/07	AC-CITI CARD ONLINE-PAYMENT	176.00	
03/11	DEPOSIT		3,000.00
03/12	AC-CABELAS VISA -PAYMENTS	500.00	
03/14	DEPOSIT		2,000.00

:	:	TOTAL FOR	:	TOTAL	:
:	:	THIS PERIOD	:	YEAR-TO-DATE	:
:	:	TOTAL OVERDRAFT FEES	:	30.00	:
:	:	TOTAL RETURNED ITEM FEES	:	.00	:

*** BALANCE BY DATE ***

02/14	3,980.54	02/18	10,177.65	02/19	3,670.55	02/20	6,082.71
02/21	1,757.24	02/24	3,169.10	02/25	3,058.86	02/26	1,117.11
02/27	5,877.47	02/28	390.37	03/03	6,887.20	03/04	2,758.24
03/05	1,909.04	03/06	1,999.34	03/07	966.07	03/11	3,966.07
03/12	3,466.07	03/13	3,304.06	03/14	2,304.06		

Q WORKS FOR ME!
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CHECKING DEPOSIT 1770696

ACCOUNT NUMBER 1770696

DATE 2/21/14

NAME Robert Jay Lagroon

ADDRESS

SIGNATURE

NET DEPOSIT \$ 1000.00

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 36

Amount \$1,000.00 2/21/2014

CHECKING DEPOSIT 1770696

ACCOUNT NUMBER 1770696

DATE 2-24-14

NAME Robert Jay Lagroon

ADDRESS

SIGNATURE

NET DEPOSIT \$ 60.00

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 36

Amount \$60.00 2/24/2014

CHECKING DEPOSIT 1770696

ACCOUNT NUMBER 1770696

DATE 2-25-14

NAME Robert Jay Lagroon

ADDRESS

SIGNATURE

NET DEPOSIT \$ 3976.88

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 36

Amount \$3,976.88 2/25/2014

DEPOSIT TICKET

ROBERT JAY LAGROON

KELLI S BROOME

PO BOX 234

LINCOLN, GA 30817

DATE 2-27-14

NET DEPOSIT \$ 6000.00

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 17 70 69 61 36

Amount \$6,000.00 2/27/2014

CHECKING DEPOSIT 1770696

ACCOUNT NUMBER 1770696

DATE 2-17-14

NAME Robert Jay Lagroon

ADDRESS

SIGNATURE

NET DEPOSIT \$ 3639.40

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 36

Amount \$3,639.40 2/18/2014

DEPOSIT TICKET

ROBERT JAY LAGROON

KELLI S BROOME

PO BOX 234

LINCOLN, GA 30817

DATE 2-28-14

NET DEPOSIT \$ 5000.00

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 17 70 69 61 36

Amount \$5,000.00 2/28/2014

CHECKING DEPOSIT 1770696

ACCOUNT NUMBER 1770696

DATE 3-3-14

NAME Robert Jay Lagroon

ADDRESS

SIGNATURE

NET DEPOSIT \$ 5000.00

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 36

Amount \$5,000.00 3/3/2014

DEPOSIT TICKET

ROBERT JAY LAGROON

KELLI S BROOME

PO BOX 234

LINCOLN, GA 30817

DATE 3-11-14

NET DEPOSIT \$ 3000.00

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 17 70 69 61 36

Amount \$3,000.00 3/11/2014

DEPOSIT TICKET

ROBERT JAY LAGROON

KELLI S BROOME

PO BOX 234

LINCOLN, GA 30817

DATE 3-14-14

NET DEPOSIT \$ 2000.00

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 17 70 69 61 36

Amount \$2,000.00 3/14/2014

CHECKING DEPOSIT 1770696

ACCOUNT NUMBER 1770696

DATE 2/20/14

NAME Robert Jay Lagroon

ADDRESS

SIGNATURE

NET DEPOSIT \$ 1538.60

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 36

Amount \$1,538.60 2/20/2014

CHECKING DEPOSIT 1770696

ACCOUNT NUMBER 1770696

DATE 2/20/14

NAME Robert Jay Lagroon

ADDRESS

SIGNATURE

NET DEPOSIT \$ 710.93

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 36

Amount \$710.93 2/20/2014

DEPOSIT TICKET

ROBERT JAY LAGROON

KELLI S BROOME

PO BOX 234

LINCOLN, GA 30817

DATE 2-20-14

NET DEPOSIT \$ 1076.40

QUEENSBOROUGH NATIONAL BANK & TRUST CO.

10611039751 17 70 69 61 0099 807005818000005818000

Amount \$1,076.40 2/20/2014





ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE 2/14/2014 100

PAY TO THE ORDER OF General \$ 656.79

Three hundred fifty six 79/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0100

Check 100 \$656.79 2/18/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE 2/15/2014 801

PAY TO THE ORDER OF AB Benning \$ 3945.85

Three thousand nine hundred forty five 85/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0801

Check 801 \$3,945.85 2/19/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE Feb 16, 2014 802

PAY TO THE ORDER OF Georgia Power \$ 352.34

Three hundred fifty two 34/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0802

Check 802 \$352.34 2/24/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE Feb 16, 2014 803

PAY TO THE ORDER OF Comcast \$ 108.27

One hundred eight 27/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0803

Check 803 \$108.27 2/24/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE Feb 17, 2014 804

PAY TO THE ORDER OF National Debt \$ 1305.75

One thousand three hundred five 75/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0804

Check 804 \$1,305.75 2/19/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE Feb 18, 2014 805

PAY TO THE ORDER OF Benning Owen \$ 1228.60

One thousand two hundred twenty eight 60/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0805

Check 805 \$1,228.60 2/19/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE Feb 19, 2014 807

PAY TO THE ORDER OF General \$ 880.77

Eight hundred eighty 77/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0807

Check 807 \$880.77 2/21/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE Feb 19, 2014 808

PAY TO THE ORDER OF Empire \$ 3629.61

Three thousand six hundred twenty nine 61/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0808

Check 808 \$3,629.61 2/21/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE Feb 19, 2014 809

PAY TO THE ORDER OF United \$ 1317.54

One thousand three hundred seventeen 54/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0809

Check 809 \$1,317.54 2/25/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE Feb 19, 2014 810

PAY TO THE ORDER OF General \$ 29.70

Twenty nine 70/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0810

Check 810 \$29.70 2/21/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE Feb 20, 2014 812

PAY TO THE ORDER OF LCMS \$ 489.00

Four hundred eighty nine 00/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0812

Check 812 \$489.00 2/23/2014

ROBERT JAY LAGROON
KELLI BROOME
PO BOX 234
LINCOLNTON GA 30817

DATE 2/25/14 801

PAY TO THE ORDER OF H7W \$ 445.62

Four hundred forty five 62/100 DOLLARS

MEMO KB

⑆061103975⑆ 1770696⑈ 0801

Check 801 \$445.62 2/28/2014



ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1001

DATE Feb 21, 2014

PAY TO THE ORDER OF AB Bunge \$ 4377.05
four thousand three hundred seventy seven and 05/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01001

Check 1001 \$4,377.05 2/25/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1002

DATE Feb 26, 2014

PAY TO THE ORDER OF AB Bunge \$ 1941.75
nine hundred forty one and 75/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01002

Check 1002 \$1,941.75 2/26/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1003

DATE Feb 26, 2014

PAY TO THE ORDER OF Bunge Sum \$ 1387.10
thirteen hundred eighty seven and 10/100

QUEENSBOROUGH

MEMO Bunge Sum CB

⑆061103975⑆ 17 70 69 6⑈ 01003

Check 1003 \$1,387.10 2/27/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1004

DATE 2/27/2014

PAY TO THE ORDER OF General \$ 1016.74
one thousand and sixteen and 74/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01004

Check 1004 \$1,016.74 2/28/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1005

DATE Feb 27, 2014

PAY TO THE ORDER OF United \$ 1779.84
one thousand seven hundred seventy nine and 84/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01005

Check 1005 \$1,779.84 2/28/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1006

DATE Feb 27, 2014

PAY TO THE ORDER OF Empire \$ 4266.84
four thousand two hundred sixty six and 84/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01006

Check 1006 \$4,266.84 2/28/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1007

DATE Feb 27, 2014

PAY TO THE ORDER OF National Rust \$ 3629.32
three thousand six hundred twenty nine and 32/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01007

Check 1007 \$3,629.32 2/28/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1008

DATE Feb 27, 2014

PAY TO THE ORDER OF DPG \$ 75.00
seventy five and 00/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01008

Check 1008 \$75.00 3/4/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1009

DATE Feb 28, 2014

PAY TO THE ORDER OF AB Bunge \$ 5175.45
five thousand one hundred seventy five and 45/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01009

Check 1009 \$5,175.45 3/4/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1010

DATE March 4, 2014

PAY TO THE ORDER OF Bu. Smith \$ 849.20
eight hundred forty nine and 20/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01010

Check 1010 \$849.20 3/5/2014

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1012

DATE 3/3/14

PAY TO THE ORDER OF United \$ 550.01
five hundred fifty and 01/100

QUEENSBOROUGH

MEMO CB

⑆061103975⑆ 17 70 69 6⑈ 01012

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON, GA 30817

6-207/811 1013

DATE 3/6/14

PAY TO THE ORDER OF Cash \$ 400.00
four hundred and 00/100

QUEENSBOROUGH

MEMO Ta # 0094397457

⑆061103975⑆ 17 70 69 6⑈ 01013





ROBERT JAY LAGROON
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817

04-107/011 1015

DATE 3/10/14

PAY TO P.D.G. \$ 77.45

THUNDERBOLT 45/100

QUEENSBOROUGH

MEMO Act# 00236004

100611039751 17 70 69 61 01015

Check 1015 \$77.45 3/13/2014

ROBERT JAY LAGROON
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817

04-107/011 1016

DATE 3/10/14

PAY TO P.D.G. \$ 84.56

THUNDERBOLT 50/100

QUEENSBOROUGH

MEMO Act# 00237407

100611039751 17 70 69 61 01016

Check 1016 \$84.56 3/13/2014

ROBERT JAY LAGROON
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817

04-107/011 1018

DATE 3/12/14

PAY TO Fozz \$ 3000.00

THUNDERBOLT 69

QUEENSBOROUGH

MEMO

100611039751 17 70 69 61 01018

Check 1018 \$3,000.00 3/14/2014

Secure Internet Banking
www.QNBTRUST.com



Convenient Telephone Banking
1.877.625.2030

000005854 (2)

04/14/14

ROBERT JAY LAGROON
KELLI S BROOME
PO BOX 234
LINCOLNTON GA 30817

0001770696

PG 1
10

CYCLE-014

GO PAPERLESS TODAY!

TABLE.

*** CHECKING *** Q FREE CROWN CK ACCT

ACCOUNT NUMBER 0001770696

PREVIOUS STATEMENT BALANCE AS OF 03/14/14 2,304.06

PLUS 5 DEPOSITS AND OTHER CREDITS 20,800.60

LESS 13 CHECKS AND OTHER DEBITS 22,521.26

CURRENT STATEMENT BALANCE AS OF 04/14/14 583.40

NUMBER OF DAYS IN THIS STATEMENT PERIOD 31

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1014*	03/17	25.00	1023	03/27	75.00
1019*	03/18	4,860.90	1024	03/28	25.00
1022*	03/25	7,000.00	1025	04/04	7,500.00

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
03/17	DEPOSIT		4,900.00
03/17	AC-CITI CARD ONLINE-PAYMENT	1,000.00	
03/17	AC-CHASE -EPAY	1,000.00	
03/20	DEPOSIT		739.60
03/21	AC-GEORGIA ITS TAX -GA TX PYMT	631.36	
03/24	DEPOSIT		7,000.00
04/03	DEPOSIT		7,741.00
04/07	AC-DISCOVER -E-PAYMENT	116.00	
04/09	XFER FROM ACCT CK-000001739104		420.00
04/09	AC-CABELAS VISA -PAYMENTS	41.00	
04/09	AC-CITI CARD ONLINE-PAYMENT	177.00	
04/10	AC-Sams Club CC -SAMS EPAY	70.00	

:	:	TOTAL FOR	:	TOTAL	:
:	:	THIS PERIOD	:	YEAR-TO-DATE	:
:	:	TOTAL OVERDRAFT FEES	:	.00	:
:	:	TOTAL RETURNED ITEM FEES	:	.00	:

*** BALANCE BY DATE ***

03/14	2,304.06	03/17	5,179.06	03/20	1,057.76
03/21	426.40	03/24	7,426.40	03/27	351.40
03/28	326.40	04/03	8,067.40	04/04	567.40
04/09	653.40	04/10	583.40	04/07	451.40

Q WORKS FOR ME!
STOP IN AND FIND OUT HOW Q WORKS FOR ME!



CHECKING DEPOSIT 1770696
Date 4-3-14
Name Robert J. Lagroon
Address
Signature
CASH 5345.00
CHECKS 2396.00
NET DEPOSIT \$ 7741.00
QUEENSBOROUGH NATIONAL BANK & TRUST CO.
MICR 103975 17 70 69 6 36

Amount \$7,741.00 4/3/2014

DEPOSIT TICKET
ROBERT JAY LAGROON
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817
DATE
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
QUEENSBOROUGH
MICR 103975 17 70 69 6 36

Amount \$7,000.00 3/24/2014

CHECKING DEPOSIT 1770696
Date 3-20-14
Name R. J. Lagroon
Address
Signature
NET DEPOSIT \$ 739.60
QUEENSBOROUGH NATIONAL BANK & TRUST CO.
MICR 103975 17 70 69 6 36

Amount \$739.60 3/20/2014

CHECKING DEPOSIT 1770696
Date
Name Robert J. Lagroon
Address
Signature
NET DEPOSIT \$ 4900.-
QUEENSBOROUGH NATIONAL BANK & TRUST CO.
MICR 103975 17 70 69 6 36

Amount \$4,900.00 3/17/2014

ROBERT JAY LAGROON 5165 44347923 002 1014
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817
DATE 3/10/14
PAY TO THE ORDER OF Sarah Carolina Dept of Revenue \$ 25.00
Amount Five & 10/100
MICR 57-1035658-12/13 10319
MICR 103975 17 70 69 6 01014

Check 1014 \$25.00 3/17/2014

ROBERT JAY LAGROON 5165 44347923 002 1019
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817
DATE 3/14/2014
PAY TO THE ORDER OF A B Benzange \$ 4860.90
Amount Four thousand eight hundred and 90/100
MICR 57-1035658-12/13 10319
MICR 103975 17 70 69 6 01014

Check 1019 \$4,860.90 3/18/2014

ROBERT JAY LAGROON 5165 44347923 002 1022
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817
DATE 3/23/14
PAY TO THE ORDER OF John \$ 7000.00
Amount Seven thousand & 00/100
MICR 57-1035658-12/13 10319
MICR 103975 17 70 69 6 01022

Check 1022 \$7,000.00 3/25/2014

ROBERT JAY LAGROON 5165 44347923 002 1023
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817
DATE 3/25/14
PAY TO THE ORDER OF P. D. G. \$ 75.00
Amount Seventy five & 00/100
MICR 57-1035658-12/13 10319
MICR 103975 17 70 69 6 01023

Check 1023 \$75.00 3/27/2014

ROBERT JAY LAGROON 5165 44347923 002 1024
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817
DATE 3/28/14
PAY TO THE ORDER OF GA Regents Medical \$ 25.00
Amount Twenty five & 00/100
MICR 57-1035658-12/13 10319
MICR 103975 17 70 69 6 01024

Check 1024 \$25.00 3/28/2014

ROBERT JAY LAGROON 5165 44347923 002 1025
KELLIS BROOME
PO BOX 234
LINCOLNTON, GA 30817
DATE 4/3/14
PAY TO THE ORDER OF Regions \$ 7500.00
Amount Seven thousand five hundred & 00/100
MICR 57-1035658-12/13 10319
MICR 103975 17 70 69 6 01025

Check 1025 \$7,500.00 4/4/2014



STATE OF South Carolina
COUNTY OF Greenville

RECORDS CUSTODIAN AFFIDAVIT

PERSONALLY appeared before me, Tonya Johnson, who, being duly sworn, deposes and says:

1. I am the Records Custodian for **First Citizens Bank & Trust.**
2. I have reviewed the records in this office relative to checking account no. 0309.
3. The attached documents Bates labeled SUB (FCB) 0001 to 0013 are all of the records of this office meeting the following description:
 - Any and all bank statements for checking account no. 0309 from October 1, 2013 to the present.
 - Any and all documents evidencing any wire transfers, direct deposits, or ECH transfers from October 1, 2013 to present, to or from checking account no. 0309.
4. All of the attached documents are copies of records which are kept in the ordinary course of business by this office.

Kelly Meyer
Printed Name: Kelly Meyer

SWORN TO AND SUBSCRIBED before me
This 2nd day of December, 2014.

Tonya C. Johnson
Notary Public for SC
My Commission Expires: South Carolina
06-20-2016

CERTIFIED A TRUE AND CORRECT COPY
THE ORIGINAL OF WHICH IS ON FILE IN
THIS OFFICE.

ATTEST: Ronald A. Edwards
MAGISTRATE / CLERK
McCORMICK COUNTY, S.C.





42438,09001

6/25/2014

Nelson Mullins
Riley & Scarborough
Attn: Graham Billings
1320 Main Street
17th Floor
Columbia, SC 29201

RE: Records for Kelli Barnett

Dear Mr. Billings:

I have enclosed the documents you requested in the above referenced case. If this is not the information you requested please return it immediately.

The cost for time spent in research is \$14.90 (0.5 hours of research @ \$25 per hour and 12 pages @ \$.20 a page.) After reviewing the documents if you need additional copies, it would be at the same rate as above.

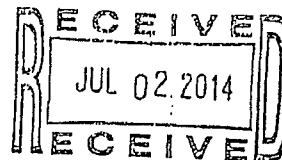
Please remit a check to the attention of:
First Citizens Bank
Deposit Operations
Mail Code 994008
P.O. Box 29
Columbia, SC 29202

Please contact me at 803-733-3644 if you have any questions or need additional assistance and reference case #261989.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Meyer", written over a horizontal line.

Kelly Meyer
Deposit Operations
Kelly.Meyer@FirstCitizensOnline.com



1

SUB (FCB) 0001

First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

KELLI BARNETT
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
817

Checking
Balance 531.01+

Statement Period: September 27, 2013 Thru October 25, 2013 Account Number : 0309
Branch : 817

FREE CHECKING

Account Number : 0309

Enclosures In Statement: 0

Beginning Balance	5,123.45+	Statement Period Days	29
7 Deposits	10,925.00+	Average Ledger Balance	2,037.00+
2 Other Credits	720.00+		
2 Checks	76.49-		
14 Other Debits	16,160.95-		
Monthly Service Charge	0.00		
Ending Balance	531.01+		

Deposits To Your Account

Date	Description	Amount
10-09	Customer Deposit	800.00
10-09	Customer Deposit	1,125.00
10-11	Customer Deposit	1,000.00
10-15	Customer Deposit	1,000.00
10-17	Customer Deposit	1,000.00
10-23	Customer Deposit	2,500.00
10-23	Customer Deposit	3,500.00
Total		10,925.00

Other Credits To Your Account

Date	Description	Amount
10-07	Transfer Internet 10-05 Seq # 40141	420.00
10-22	Transfer Internet 10-22 Seq # 62366	300.00
Total		720.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 2

SUB (FCB) 0002

Statement Period: September 27, 2013 Thru October 25, 2013 Account Number : 0309
Branch : 817

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1085	10-07	38.00	1086	10-17	38.49

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
10-01	First Citizens Payment *****2775	333.43
10-01	First Citizens Payment *****2812	762.52
10-02	Transfer Internet 10-02 Seq # 88585	1,000.00
10-08	Miscellaneous Debit	500.00
10-08	Cabelas Visa Payments	1,369.44
10-09	Transfer Internet 10-09 Seq # 85223	1,000.00
10-09	Transfer Internet 10-09 Seq # 93025	2,000.00
10-09	GE Capital Cc Pymt *****3388	197.00
10-15	Transfer Internet 10-15 Seq # 71396	1,000.00
10-16	Sams Club Cc Sams Epay *****0436	403.56
10-17	Transfer Internet 10-17 Seq # 0749	1,000.00
10-21	Transfer Mobile Pcb 10-19	75.00
10-23	Transfer Internet 10-23 Seq # 77929	6,500.00
10-25	Transfer Internet 10-25 Seq # 99859	20.00

Total

16,160.95

Total Statement Cycle

Total Year-To-Date

Total Overdraft Fees	0.00	140.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10-01	4,027.50+	10-11	1,268.06+	10-22	1,051.01+
10-02	3,027.50+	10-15	1,268.06+	10-23	551.01+
10-07	3,409.50+	10-16	864.50+	10-25	531.01+
10-08	1,540.06+	10-17	826.01+		
10-09	268.06+	10-21	751.01+		

First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

KELLI BARNETT
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
817

Checking
Balance 2,998.91+

Statement Period: October 26, 2013 Thru November 27, 2013 Account Number : 0309
Branch : 817

FREE CHECKING

Account Number : 0309

Enclosures In Statement: 0

Beginning Balance	531.01+	Statement Period Days	33
20 Deposits	24,820.00+	Average Ledger Balance	896.00+
2 Other Credits	3,800.30+		
2 Checks	1,980.00-		
28 Other Debits	24,172.40-		
Monthly Service Charge	0.00		
Ending Balance	2,998.91+		

Deposits To Your Account

Date	Description	Amount
11-01	Customer Deposit	2,500.00
11-01	Customer Deposit	2,400.00
11-04	Customer Deposit	1,300.00
11-05	Customer Deposit	1,400.00
11-06	Customer Deposit	2,100.00
11-08	Customer Deposit	1,000.00
11-08	Customer Deposit	850.00
11-12	Customer Deposit	1,142.00
11-13	Customer Deposit	1,500.00
11-14	Customer Deposit	162.00
11-15	Customer Deposit	1,100.00
11-15	Customer Deposit	201.00
11-18	Customer Deposit	1,315.00
11-18	Customer Deposit	1,125.00
11-19	Customer Deposit	840.00
11-20	Customer Deposit	228.00
11-22	Customer Deposit	130.00
11-25	Customer Deposit	2,127.00
11-25	Customer Deposit	1,700.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 3

SUB (FCB) 0004

Statement Period: October 26, 2013 Thru November 27, 2013
Branch : 817

Account Number : 0309

Deposits To Your Account

Date	Description	Amount
11-27	Customer Deposit	1,700.00
Total		24,820.00

Other Credits To Your Account

Date	Description	Amount
10-29	Sba Communicatio Payables	1,900.15
11-25	Sba Communicatio Payables	1,900.15
Total		3,800.30

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1089	11-07	220.00	1090	11-19	1,760.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
10-30	Transfer Internet	550.00
10-31	Transfer Internet	100.00
11-01	Transfer Internet	5,000.00
11-01	First Citizens Payment *****2775	333.43
11-01	First Citizens Payment *****2812	762.52
11-04	Transfer Internet	1,300.00
11-05	Transfer Internet	1,600.00
11-07	Transfer Internet	2,100.00
11-08	Transfer Mobile	20.00
11-08	Transfer Internet	800.00
11-08	Transfer Internet	1,000.00
11-12	Transfer Internet	1,300.00
11-14	Transfer Internet	1,000.00
11-15	Transfer Internet	1,100.00
11-15	Cabelas Visa Payments	25.00
11-15	GE Capital Cc Pymt *****3388	92.00
11-18	Sams Club Cc Sams Epay *****9795	501.45
11-19	Transfer Internet	300.00
11-19	Transfer Internet	600.00
11-19	Transfer Internet	840.00
11-20	Transfer Internet	228.00
11-21	Transfer Internet	40.00
11-22	Transfer Internet	130.00
11-25	Transfer Internet	550.00
11-25	Transfer Internet	2,000.00
11-26	Transfer Internet	200.00
11-26	Transfer Mobile	1,000.00
11-27	Transfer Mobile	700.00
Total		24,172.40

First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

KELLI BARNETT
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

Statement Period: October 26, 2013 Thru November 27, 2013 Account Number : XXXXXX 0309
Branch : 817

	Total Statement Cycle	Total Year-To-Date
	-----	-----
Total Overdraft Fees	0.00	140.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
----	-----	----	-----	----	-----
10-29	2,431.16+	11-07	165.21+	11-19	61.76+
10-30	1,881.16+	11-08	195.21+	11-20	61.76+
10-31	1,781.16+	11-12	37.21+	11-21	21.76+
11-01	585.21+	11-13	1,537.21+	11-22	21.76+
11-04	585.21+	11-14	699.21+	11-25	3,198.91+
11-05	385.21+	11-15	783.21+	11-26	1,998.91+
11-06	2,485.21+	11-18	2,721.76+	11-27	2,998.91+

First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

KELLI BARNETT
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
817

Checking
Balance 3,838.05+

Statement Period: November 28, 2013 Thru December 26, 2013 Account Number : 0309
Branch : 817

FREE CHECKING

Account Number : 0309

Enclosures In Statement: 0

Beginning Balance	2,998.91+	Statement Period Days	29
13 Deposits	30,186.00+	Average Ledger Balance	902.00+
1 Other Credits	200.00+		
1 Checks	224.00-		
17 Other Debits	29,322.86-		
Monthly Service Charge	0.00		
Ending Balance	3,838.05+		

Deposits To Your Account

Date	Description	Amount
12-02	Customer Deposit	4,500.00
12-02	Customer Deposit	700.00
12-04	Customer Deposit	2,042.00
12-06	Customer Deposit	225.00
12-09	Customer Deposit	2,000.00
12-12	Customer Deposit	1,747.00
12-17	Customer Deposit	5,756.00
12-19	Customer Deposit	4,356.00
12-19	Customer Deposit	1,450.00
12-20	Customer Deposit	1,685.00
12-23	Customer Deposit	2,018.00
12-24	Customer Deposit	707.00
12-26	Customer Deposit	3,000.00
Total		30,186.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-800-612-4444.

Page 1 of 2

SUB (FCB) 0007

Statement Period: November 28, 2013 Thru December 26, 2013
Branch : 817

Account Number : [REDACTED] 0309

Other Credits To Your Account

Date	Description	Amount
12-24	Transfer Internet 12-24 Seq # 45013 [REDACTED] 6409	200.00
Total		200.00

Checks Paid From Your Account

Check No.	Date	Amount
1092	12-09	224.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
11-29	Transfer Internet 11-28 Seq # 75289 [REDACTED] 6409	1,798.91
12-02	Transfer Internet 12-01 Seq # 10012 [REDACTED] 6409	100.00
12-02	Transfer Internet 12-02 Seq # 34155 [REDACTED] 6409	700.00
12-02	Transfer Internet 12-02 Seq # 34252 [REDACTED] 6409	4,500.00
12-02	First Citizens Payment *****2775	333.43
12-02	First Citizens Payment *****2812	762.52
12-05	Transfer Mobile Pcb 12-05 [REDACTED] 6109	200.00
12-05	Transfer Mobile Pcb 12-05 [REDACTED] 6409	1,800.00
12-09	Transfer Internet 12-09 Seq # 36947 [REDACTED] 6409	2,000.00
12-13	Transfer Internet 12-13 Seq # 85657 [REDACTED] 6409	1,700.00
12-17	Transfer Internet 12-17 Seq # 54389 [REDACTED] 6409	5,700.00
12-19	Transfer Internet 12-19 Seq # 84695 [REDACTED] 6409	2,600.00
12-20	Transfer Internet 12-20 Seq # 93449 [REDACTED] 6409	3,300.00
12-23	Transfer Internet 12-20 Seq # 7857 [REDACTED] 6409	1,685.00
12-23	Transfer Mobile Pcb 12-23 [REDACTED] 6409	2,018.00
12-23	GE Capital Cc Pymt *****3388	89.00
12-24	Cabelas Visa Payments	36.00
Total		29,322.86

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	140.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11-29	1,200.00+	12-09	47.05+	12-20	1,741.05+
12-02	4.05+	12-12	1,794.05+	12-23	32.95-
12-04	2,046.05+	12-13	94.05+	12-24	838.05+
12-05	46.05+	12-17	150.05+	12-26	3,838.05+
12-06	271.05+	12-19	3,356.05+		

First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

KELLI BARNETT
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
817

Checking
Balance 3,822.71+

Statement Period: December 27, 2013 Thru January 28, 2014
Branch : 817

Account Number : 0309

FREE CHECKING

Account Number : 0309

Enclosures In Statement: 0

Beginning Balance	3,838.05+	Statement Period Days	33
18 Deposits	33,007.00+	Average Ledger Balance	2,196.00+
4 Other Credits	3,462.15+		
3 Checks	2,616.37-		
26 Other Debits	33,868.12-		
Monthly Service Charge	0.00		
Ending Balance	3,822.71+		

Deposits To Your Account

Date	Description	Amount
12-30	Customer Deposit	3,000.00
12-31	Customer Deposit	5,084.00
01-03	Customer Deposit	3,390.00
01-06	Customer Deposit	1,950.00
01-08	Customer Deposit	1,485.00
01-09	Customer Deposit	785.00
01-10	Customer Deposit	2,000.00
01-13	Customer Deposit	400.00
01-13	Customer Deposit	1,068.00
01-14	Customer Deposit	1,518.00
01-15	Customer Deposit	600.00
01-17	Customer Deposit	600.00
01-17	Customer Deposit	2,000.00
01-21	Customer Deposit	1,200.00
01-21	Customer Deposit	2,500.00
01-24	Customer Deposit	1,646.00
01-27	Customer Deposit	2,250.00
01-27	Customer Deposit	1,531.00
Total		33,007.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 3

SUB (FCB) 0009

Statement Period: December 27, 2013 Thru January 28, 2014
Branch : 817

Account Number : [REDACTED] 0309

Other Credits To Your Account

Date	Description	Amount
12-27	Transfer Mobile Pcb 12-27 [REDACTED] 6409	1,142.00
12-27	Sba Communicatio Payables	1,900.15
01-10	Transfer Internet 01-10 Seq # 87140 [REDACTED] 0109	20.00
01-10	Transfer Internet 01-10 Seq # 87111 [REDACTED] 0109	400.00
Total		3,462.15

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1093	01-15	249.12	1096 *	01-14	1,367.25	159818 *	01-10	1,000.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
12-27	Transfer Internet 12-27 Seq # 73372 [REDACTED] 0384	550.00
12-27	Transfer Internet 12-27 Seq # 73416 [REDACTED] 6409	4,000.00
12-30	Transfer Internet 12-30 Seq # 21546 [REDACTED] 6409	3,000.00
12-30	Citi Card Online Payment *****5618	107.00
01-02	Transfer Internet 01-01 Seq # 44479 [REDACTED] 6409	10.00
01-02	Transfer Internet 01-01 Seq # 44059 [REDACTED] 6409	250.00
01-02	Transfer Mobile Pcb 12-31 [REDACTED] 6409	5,084.00
01-02	Sams Club Cc Sams Epay *****5614	200.00
01-02	First Citizens Payment *****2775	333.43
01-02	First Citizens Payment *****2812	762.52
01-03	Transfer Mobile Pcb 01-03 [REDACTED] 6409	3,390.00
01-06	Transfer Internet 01-04 Seq # 96394 [REDACTED] 6878	150.00
01-06	GE Capital Cc Pymt *****3388	87.00
01-06	Chase Epay *****9376	100.00
01-07	Transfer Internet 01-06 Seq # 26944 [REDACTED] 6409	1,000.00
01-08	Transfer Internet 01-08 Seq # 54314 [REDACTED] 6409	2,300.00
01-08	Sams Club Cc Sams Epay *****1958	50.00
01-08	Belk Creditcard Belk Epay *****3411	74.17
01-09	Citi Card Online Payment *****2943	200.00
01-15	Transfer Internet 01-15 Seq # 53009 [REDACTED] 6409	3,120.00
01-17	Transfer Internet 01-17 Seq # 88778 [REDACTED] 6409	2,600.00
01-21	Transfer Mobile Pcb 01-18 [REDACTED] 6409	1,000.00
01-21	Transfer Internet 01-21 Seq # 31019 [REDACTED] 6409	2,000.00
01-24	Transfer Mobile Pcb 01-24 [REDACTED] 6409	1,600.00
01-27	Transfer Internet 01-26 Seq # 90409 [REDACTED] 6409	400.00
01-27	Transfer Mobile Pcb 01-25 [REDACTED] 6409	1,500.00
Total		33,868.12

	Total Statement Cycle	Previous Year within Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	140.00	0.00
Total Insufficient Funds Fees	0.00	0.00	0.00

First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

KELLI BARNETT
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

Statement Period: December 27, 2013 Thru January 28, 2014
Branch : 817

Account Number : XXXXXXXXXX 0309

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
----	-----	----	-----	----	-----
12-27	2,330.20+	01-07	1,280.25+	01-15	1,195.71+
12-30	2,223.20+	01-08	341.08+	01-17	1,195.71+
12-31	7,307.20+	01-09	926.08+	01-21	1,895.71+
01-02	667.25+	01-10	2,346.08+	01-24	1,941.71+
01-03	667.25+	01-13	3,814.08+	01-27	3,822.71+
01-06	2,280.25+	01-14	3,964.83+		

First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

KELLI BARNETT
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
817

Checking
Balance 0.00

Statement Period: January 29, 2014 Thru February 27, 2014
Branch : 817

Account Number : [REDACTED] 0309

FREE CHECKING

Account Number : [REDACTED] 0309

Enclosures In Statement: 0

Beginning Balance	3,822.71+	Statement Period Days	30
6 Deposits	9,160.00+	Average Ledger Balance	972.00+
2 Other Credits	2,011.36+		
2 Checks	2,668.91-		
13 Other Debits	12,325.16-		
Monthly Service Charge	0.00		
Ending Balance	0.00		

Deposits To Your Account

Date	Description	Amount
01-30	Customer Deposit	800.00
01-31	Customer Deposit	1,770.00
02-03	Customer Deposit	2,000.00
02-03	Customer Deposit	1,040.00
02-06	Customer Deposit	1,000.00
02-07	Customer Deposit	2,550.00
Total		9,160.00

Other Credits To Your Account

Date	Description	Amount
01-30	Sba Communicatio Payables	1,912.36
02-10	Transfer Internet	99.00
	02-08 Seq # 88165 [REDACTED] 6409	
Total		2,011.36

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 2

SUB (FCB) 0012

Statement Period: January 29, 2014 Thru February 27, 2014
Branch : 817

Account Number : [REDACTED] 0309

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1094	01-29	1,176.90	559814 *	02-11	1,492.01

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
01-31	Transfer Internet	1,770.00
01-31	Transfer Internet	3,000.00
02-03	Transfer Internet	550.00
02-03	Transfer Internet	1,000.00
02-03	Transfer Internet	1,040.00
02-03	First Citizens Payment ****2775	333.43
02-03	First Citizens Payment ****2812	762.52
02-04	Transfer Internet	437.41
02-06	Transfer Internet	2,000.00
02-06	Discover E-Payment 9682	100.00
02-10	Transfer Internet	131.80
02-10	Transfer Internet	1,100.00
02-10	Chase Epay *****3133	100.00

Total

12,325.16

Total Statement Cycle

Total Year-To-Date

Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-29	2,645.81+	02-03	1,712.22+	02-07	2,724.81+
01-30	5,358.17+	02-04	1,274.81+	02-10	1,492.01+
01-31	2,358.17+	02-06	174.81+	02-11	0.00

PRINTED WITH A BLUE BACKGROUND ON WHITE PAPER. THE CHECK HAS A TRUE WATERMARK. HOLD TO LIGHT TO SEE CHAIN LINKS IN PAPER.



817 TATOA
BRANCH NO.

5019895 ⁰⁷⁻¹⁴⁸/₃₃₂

REMITTER **Credit Post to Closed XCB Account XXXX0309**

February 28, 2014
DATE

PAY **One Thousand Nine Hundred Fifty Seven Dollars and 15/100**

\$ \$1,957.15

02/28/14 ^{THE ORDER OF} 817006 0034 Cashier's Check CC \$1,957.15

CASHIER CHECK

FIRST CITIZENS BANK AND TRUST COMPANY, INC.

DEPOSIT COPY

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

⑈005019895⑈ ⑆053201487⑆9801994990⑈ 60

Branch: 817
Seq: 80
Batch: 001689
Date: 02/28/14

Seq:00080 02/28/14 Batch 1,689

Account Number	Posting Date	Amount	Serial Number	Source	Type	Status	Sequence Number
9801894990	2014-02-28	\$1,957.15	5019895	Check	Credit	Posted	0000000006700144311

PRINTED WITH A BLUE BACKGROUND ON WHITE PAPER. THE CHECK HAS A TRUE WATERMARK. HOLD TO LIGHT TO SEE CHAIN LINKS IN PAPER.

First Citizens
Member FDIC

817 TAT04
BRANCH NO.

5019895 ⁶⁷⁻¹⁴⁸
532

REMITTER ****Credit Post to Closed ECB Account XXXX0309****

February 28, 2014
DATE

PAY **THE SUM 1,957 DOLLARS** \$ 1,957.15

TO THE ORDER OF ******Kelli Barnett******

CASHIER CHECK
FIRST CITIZENS BANK AND TRUST COMPANY, INC.

Leresa Bayla
AUTHORIZED SIGNATURE

⑈005019895⑈ ⑆053201487⑆9801994990⑈

First Citizens
Member FDIC

B17 TAT04
BRANCH NO.

5019895 87-148
837

REMITTANCE
Credit Post to Closed FCB Account XXXX0309**

February 28, 2014
DATE

THE SUM I, 957 DOLLARS AND 15 CENTS

PAY

\$ 1,957.15

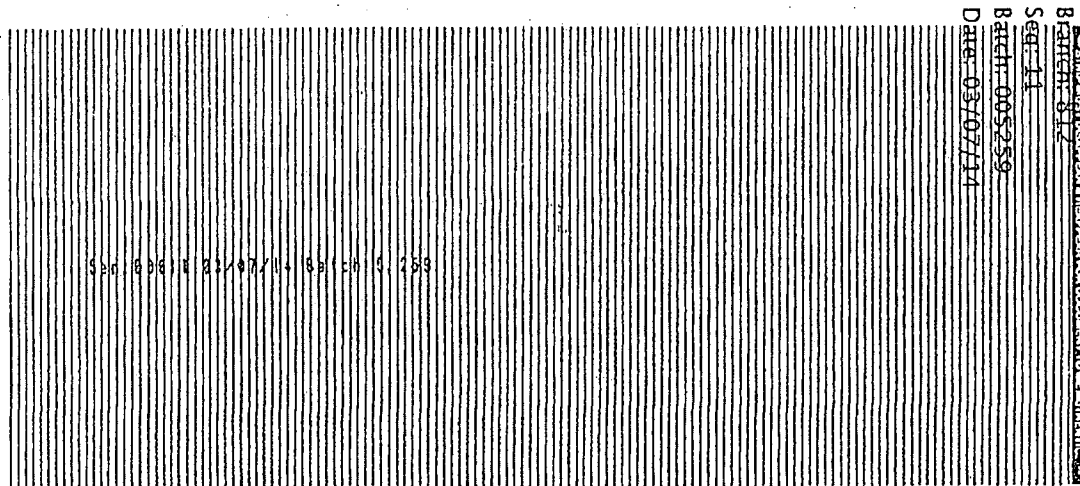
03/07/14 812017 0017 CC \$1,957.15

DATE
OF
CASH

CASHIER CHECK
FIRST CITIZENS BANK AND TRUST COMPANY, INC.

Terese Taylor
AUTHORIZED SIGNATURE

⑈005019895⑈ ⑆053201487⑆9801994990⑈



Serial: 11
Batch: 005259
Date: 03/07/14

ENDORSED COPY HERE
X *[Signature]*
DO NOT WRITE ON THIS CHECK OTHER THAN YOUR ENDORSEMENT
THIS CHECK IS VOID ON IT'S SURFACE AND AVOIDANCE OF AVOIDANCE

Account Number	Posting Date	Amount	Serial Number	Source	Type	Status	Sequence Number
9801994990	2014-03-07	\$1,957.15	5019895	Check	Debit	Posted	0000000006700054100

STATE OF South Carolina)
COUNTY OF Greenville) RECORDS CUSTODIAN AFFIDAVIT

PERSONALLY appeared before me, Tonya Johnson, who, being duly sworn, deposes and says:

1. I am the Records Custodian for **First Citizens Bank & Trust**.
2. I have reviewed the records in this office relative to Robert Jay Lagroon.
3. The attached documents Bates labeled SUB (FCB) 0068 to 0074 are all of the records of this office meeting the following description:
 - All documents or records related to cashier's check number 5019895.
 - A copy of the front and back of cashier's check number 5019895.
 - All documents or records related to any cashier's check paid to Robert Jay Lagroon, whether individually or as Custodial Parent in February or March 2014.
4. All of the attached documents are copies of records which are kept in the ordinary course of business by this office.

Kelly Meyer
Printed Name: Kelly Meyer

SWORN TO AND SUBSCRIBED before me
This 2nd day of December, 2014.

Tonya C. Johnson
Notary Public for SC
My Commission Expires 03-20-2015

CERTIFIED A TRUE AND CORRECT COPY
TO THE RECORDS OF THE COURT AND TO THE
TO THE

ATTEST: Shirley A. Edwards
MAGISTRATE (CLERK)
MCORMICK COUNTY, S.C.





8/7/2014

Nelson Mullins
Riley & Scarborough, LLP
Attn: Graham Billings
1320 Main Street, 17th Floor
Columbia, SC 29201

RE: Records for Robert Jay Lagroon

Dear Mr. Billings:

I have enclosed the documents you requested in the above referenced case. If this is not the information you requested please return it immediately.

Please contact me at 803-733-3644 if you have any questions or need additional assistance and reference case #267960.

Sincerely,

Kelly Meyer
Deposit Operations
Kelly.Meyer@FirstCitizensOnline.com

SUB (FCB) 0068

AS42 1 IDS DDA ACCOUNT SUMMARY 14/08/06 7.54.01

MENU	CO	8-OP	MS	ACTION SUCCESSFUL
ACTION INQ		COID	ACCT COND	** CLOSED **
PROD CODE	DDA	ACCT	0309	SHORT NAME BARNETT.KELLI
ACCOUNT PLAN	1CKFRE	TAX ID	3687	SENSITIVITY CODE 0 ACQ CODE
CURRENCY		LANG	ENU	AVAILABLE BALANCE .00
SUB PRODUCT	80	DATE OPENED	112/05/17	CURRENT BALANCE .00
BRANCH	00817 GA	DT LST DR/CR	114/02/11	COLLECTED BALANCE .00
COST CTR	0817000	DT LAST STMT	114/02/27	BALANCE LAST STMT .00
OFFICER	00000	OBP CODE	83	
ACCT STATUS	07	FUND SUBOWNER CODE	RG	
STMT CYCLE	18	CHK HNDLG CUR	S FUT	
ARP CODE	0	E-MATRIX SEL	A RSN M	STMT MAIL CODE REG
SERVICE CHARGE		INTEREST		PL RESTRAINT AMT .00
CODE	65	CODE	00	CR ACCD.INT CTD
WAIVE CODE		WAIVE CODE	00	INT PD PRIOR CYCLE .00
CYCLE	18	PAYMENT CYCLE	18	INT WH PRIOR CYCLE .00
ZBA CODE	0	WITHHOLD CODE	PC	INT PD PRIOR YEAR .00
DRIVER PROC	0	ACCOUNT RESTRAINTS		INT WH PRIOR YEAR .00
LOC PRESENT	N	HH 0 PL 0 ST 0		INT PD CURR YEAR .00
6M DAY NSF/OD	1	REL PRICING TYPE SV		INT WH INT CURR YEAR .00
LST 12M NSF	1	12M NSF+OD TOTAL	5	IDS COMBINED STATEMENT:
12 MONTH AVG LEDGER		6,913.94	PRD	ACCT

PF: 2-CONT 3-PLVL 6-INQ 7-ACRL 8-ACPR 9-NXT 10-THMU 11-LOC 12-RPIM

SUB (FCB) 0069

Account Number	Posting Date	Amount	Serial Number	Source	Type	Status	Sequence Number
██████████ 0309	2014-02-26	\$1,957.15	0	Other	Credit	ARP Exception	000002562583

FIRST CITIZENS OF SC		GENERAL LEDGER CREDIT		BK 08
GENERAL LEDGER ACCOUNT NAME		DATE		CREDIT X95-80070 (12/08)
REASONS		BRANCH NUMBER		
OFFSETTING ENTRY		PREPARED BY		
APPROVED BY		LMB		
☐ GENERAL LEDGER # _____ ☐ CASHIER'S CHECK # _____		☐ CASH _____ ☐ OTHER _____		
ID #	GL NO.	BRANCH NO. / CENTER	AMOUNT	
*	022714	*	7000 \$	1957.15
⑆516008004⑆		⑆2874		

Account Number	Posting Date	Amount	Serial Number	Source	Type	Status	Sequence Number
7000	2014-02-27	\$1,957.15	22714	Check	Credit	Posted	00000000005300600186

FIRST CITIZENS

GENERAL LEDGER DEBIT

BK 08

DEBIT

GENERAL LEDGER ACCOUNT NAME <i>Cash items</i>		OFFSET	DATE <i>2/28/14</i>
REASONS <i>To CHAR Case # 00022714</i>		☐ OL#	BRANCH NUMBER <i>817</i>
<i>0309 Kelli Barnett</i>		☐ CC#	PREPARED BY USER ID <i>JAT04</i>
		☐ CASH	APPROVED BY USER ID
		☐ OTHER	

* 0000022714 * *7000*

\$ 1957.15

5110080091

190576

Seq: 00081 02/28/14 Batch 1,689

112112

Item Amount	Item Serial	Item R/T	Item Type	Item Account	Item Sequence
\$1,957.15	22714	51100800	On-Us Item	<i>7000</i>	6700144312



817 TAT04
BRANCH NO.

5019895 67-118
532

REMITTER ~~**Credit Post to Closed FCB Account XXXX0309**~~

February 28, 2014
DATE

PAY ~~**One Thousand Nine Hundred Fifty Seven Dollars and 15/100**~~

\$ \$1,957.15

TO
THE
ORDER
OF

****Kelli Barnett****

CASHIER CHECK

FIRST CITIZENS BANK AND TRUST COMPANY, INC.

CUSTOMER COPY

NON-NEGOTIABLE

AUTHORIZED SIGNATURE



342 Baston Rd.
Martinez, GA 30907

TOP OF ENVELOPE
ADDRESS ONLY
CERTIFIED MAIL



7013 3020 0000 9269 4062

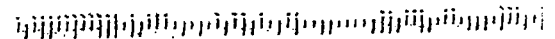


1000

29835

Kelli Barnett
791 SC Highway 7
McCormick, SC

29835
2983529240



PRINTED WITH A BLUE BACKGROUND ON WHITE PAPER - THE CHECK HAS A TRUE WATERMARK - HOLD TO LIGHT TO SEE CHAIN LINKS IN PAPER

First Citizens
Member FDIC

817 TATOA
BRANCH NO.

5019895 ⁸⁷⁻¹⁴⁸ 332

****Credit Post to Closed XCB Account XXXX0309****

February 28, 2014
DATE

PAY ****One Thousand Nine Hundred Fifty Seven Dollars and 15/100**** \$ **\$1,957.15**

02/28/14 ⁸⁷⁻¹⁴⁸ 332
817006 0034 Cashier's Check CC \$1,957.15

CASHIER CHECK
FIRST CITIZENS BANK AND TRUST COMPANY, INC.
DEPOSIT COPY
NON-NEGOTIABLE
AUTHORIZED SIGNATURE

005019895

Branch: 817
Seq: 80
Batch: 001689
Date: 02/28/14

Seq:00080 02/28/14 Batch 1,689

Account Number	Posting Date	Amount	Serial Number	Source	Type	Status	Sequence Number
4990	2014-02-28	\$1,957.15	5019895	Check	Credit	Posted	00000000006700144311

[illegible]

STATE OF South Carolina
COUNTY OF Greenville

RECORDS CUSTODIAN AFFIDAVIT

PERSONALLY appeared before me, Tonya Johnson, who, being duly sworn, deposes and says:

1. I am the Records Custodian for **First Citizens Bank & Trust**.
2. I have reviewed the records in this office relative to Robert Jay Lagroon.
3. The attached documents Bates labeled SUB (FCB) 0014 to 0067 are all of the records of this office meeting the following description:
 - Any and all bank statements for any and all accounts held individually or jointly by Robert Jay Lagroon from October 1, 2013 to the present.
 - Any and all documents evidencing any wire transfers, direct deposits, or ECH transfers from October 1, 2013 to present, for any and all accounts held individually or jointly by Robert Jay Lagroon.
4. All of the attached documents are copies of records which are kept in the ordinary course of business by this office.

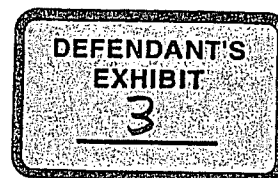
Kelly Meyer
Printed Name: Kelly Meyer

SWORN TO AND SUBSCRIBED before me
This 2nd day of December, 2014.

Tonya C. Johnson
Notary Public for SC
My Commission Expires: Public South Carolina
06-20-2016

CERTIFIED TRUE AND CORRECT COPY

Boada Edwards
Notary Public
McCormick County, S.C.





7/2/2014

Nelson Mullins Riley & Scarborough, LLP
Attn: Graham R. Billings
1320 Main Street, 17th Floor
Columbia SC 29201

RE: Records for Robert Jay Lagroon.

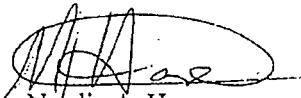
Dear Mr. Billings,

I have enclosed documents found in the above referenced case. If this is not the information you requested please return it immediately.

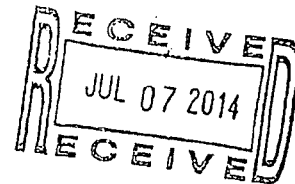
The cost for time spent in research is \$23.10 (1/2 hours of research @ \$25.00 per hour and 53 pages @ \$.20 a page). Please remit a check to the attention of Todd Taylor, Mail Code 994008, P.O. Box 29, Columbia, SC 29202 and reference case #263118.

Please contact me at 803-733-2040 if you have any questions or need additional assistance.

Sincerely,



Natalie A. Hare
Deposit Operations
natalie.hare@firstcitizenonline.com



SUB (FCB) 0014



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

06349

R JAY LAGROON

HWY 7

RR 4 BOX 198B

MC CORMICK SC 29835-9724

ZE

814



Your Account(s) At A Glance	
Checking Balance	2.00+

Statement Period: September 17, 2013 Thru October 15, 2013

Account Number: 6009



FREE CHECKING

Account Number: 6009

Enclosures In Statement: 0

Beginning Balance	2.00+	Statement Period Days	29
0 Deposits	0.00	Average Ledger Balance	2.00+
0 Other Credits	0.00		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	2.00+		

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 2

SUB (FCB) 0016



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

06298

R JAY LAGROON

HWY 7

RR 4 BOX 198B

MC CORMICK SC 29835-9724

ZE

814



Your Account(s) At A Glance

Checking Balance 2.00+

Statement Period: October 16, 2013 Thru November 15, 2013

Account Number : 6009



FREE CHECKING

Account Number : 6009

Enclosures in Statement: 0

Beginning Balance	2.00+	Statement Period Days	31
1 Deposits	2,300.00+	Average Ledger Balance	2.00+
0 Other Credits	0.00		
0 Checks	0.00		
1 Other Debits	2,300.00-		
Monthly Service Charge	0.00		
Ending Balance	2.00+		

Deposits To Your Account

Date	Description	Amount
10-23	Customer Deposit	2,300.00
	Total	2,300.00

Other Debits From Your Account

Date	Description	Amount
10-23	Transfer Internet 10-23 Seq # 78340 5001	2,300.00
	Total	2,300.00

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance
10-23	2.00+



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 2

SUB (FCB) 0018



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

06344

R JAY LAGROON
HWY 7

RR 4 BOX 198B

MC CORMICK SC 29835-9724

ZE
814



Your Account(s) At A Glance	
Checking Balance	2.00+

Statement Period: November 16, 2013 Thru December 13, 2013

Account Number: 6009



FREE CHECKING

Account Number: 6009

Enclosures In Statement: 0

Beginning Balance	2.00+	Statement Period Days	28
0 Deposits	0.00	Average Ledger Balance	2.00+
0 Other Credits	0.00		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	2.00+		

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 2

SUB (FCB) 0020



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

06270
R JAY LAGROON
791 HWY 7
MCCORMICK SC 29835

ZE
814

Your Account(s) At A Glance	
Checking Balance	2.00+

Statement Period: December 14, 2013 Thru January 15, 2014

Account Number : 6009



FREE CHECKING

Account Number : 6009

Enclosures In Statement: 0

Beginning Balance	2.00+	Statement Period Days	33
1 Deposits	20,000.00+	Average Ledger Balance	662.00+
1 Other Credits	400.00+		
0 Checks	0.00		
3 Other Debits	20,400.00-		
Monthly Service Charge	0.00		
Ending Balance	2.00+		

Deposits To Your Account

Date	Description	Amount
01-13	Customer Deposit	20,000.00
Total		20,000.00

Other Credits To Your Account

Date	Description	Amount
01-09	Transfer Internet 01-09 Seq # 66038 6301	400.00
Total		400.00

Other Debits From Your Account

Date	Description	Amount
01-09	Transfer Internet 01-09 Seq # 66048 5001	100.00
01-14	Transfer Internet 01-14 Seq # 25722 5001	20,000.00
01-15	Transfer Internet 01-15 Seq # 53105 5001	300.00
Total		20,400.00

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 3

SUB (FCB) 0022

Statement Period: December 14, 2013 Thru January 15, 2014

Account Number :  6009

Daily Balance Summary

Date	Balance	Date	Balance
01-09	302.00+	01-14	302.00+
01-13	20,302.00+	01-15	2.00+



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

06349
R JAY LAGROON
791 HWY 7
MCCORMICK SC 29835

ZE
814



Your Account(s) At A Glance	
Checking Balance	202.00+

Statement Period: January 16, 2014 Thru February 14, 2014

Account Number : 6009



FREE CHECKING

Account Number : 6009

Enclosures In Statement: 0

Beginning Balance	2.00+	Statement Period Days	30
0 Deposits	0.00	Average Ledger Balance	55.00+
1 Other Credits	200.00+		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	202.00+		

Other Credits To Your Account

Date	Description	Amount
02-07	Mobile Check Deposit	200.00
	Total	200.00

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance
02-07	202.00+



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 2

SUB (FCB) 0025



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

06322

R JAY LAGROON
791 HWY 7
MCCORMICK SC 29835

ZE
814



Your Account(s) At A Glance	
Checking Balance	199.99

Statement Period: February 15, 2014 Thru March 14, 2014

Account Number : 6009



FREE CHECKING

Account Number : 6009

Enclosures In Statement: 0

Beginning Balance	202.00+	Statement Period Days	28
0 Deposits	0.00	Average Ledger Balance	7.00+
0 Other Credits	0.00		
0 Checks	0.00		
3 Other Debits	401.99-		
Monthly Service Charge	0.00		
Ending Balance	199.99-		

Other Debits From Your Account

Date	Description	Amount
02-18	Transfer Internet 02-15 Seq # 80925 0946	1.99
02-19	Transfer Internet 02-19 Seq # 25723 0946	200.00
03-12	Ck Deposited Twice On 2/7/14 R298415	200.00
Total		401.99

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-18	200.01+	02-19	0.01+	03-12	199.99-



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 2

SUB (FCB) 0027



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

01779
KELLI BARNETT
R JAY LAGROON
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
482



Your Account(s) At-A-Glance

Checking
Balance: 0.46+

Statement Period: September 12, 2013 Thru October 9, 2013

Account Number: 6409



Relationship Checking

Account Number: 6409

Enclosures In Statement: 0

Beginning Balance	0.46+	Statement Period Days	28
0 Deposits	0.00	Average Collected Balance	0.00
4 Other Credits	4,500.00+	Total Interest Earned YTD	0.00
Interest Earned This Period	0.00		
0 Checks	0.00		
4 Other Debits	4,500.00-		
Monthly Service Charge	0.00		
Ending Balance	0.46+		

Other Credits And Interest To Your Account

Date	Description	Amount
09-20	Transfer Mobile Pcb 09-20 0309	500.00
10-02	Transfer Internet 10-02 Seq # 85585 0309	1,000.00
10-09	Transfer Internet 10-09 Seq # 85223 0309	1,000.00
10-09	Transfer Internet 10-09 Seq # 93025 0309	2,000.00
Total		4,500.00

Other Debits From Your Account

Date	Description	Amount
09-20	Transfer Mobile Pcb 09-20 800084195001	500.00
10-02	Transfer Internet 10-02 Seq # 88617 5001	1,000.00
10-09	Transfer Internet 10-09 Seq # 85245 5001	1,000.00
10-09	Transfer Internet 10-09 Seq # 93052 5001	2,000.00
Total		4,500.00

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-20	0.46+	10-02	0.46+	10-09	0.46+



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 2

SUB (FCB) 0032



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

01739

KELLI BARNETT
R JAY LAGROON
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
482



Your Account(s) At A Glance	
Checking	
Balance	0.46+

Statement Period: October 10, 2013 Thru November 12, 2013

Account Number | 6409



Relationship Checking

Account Number: 6409

Enclosures In Statement: 0

Beginning Balance	0.46+	Statement Period Days	34
0 Deposits	0.00	Average Collected Balance	5.00+
12 Other Credits	22,120.00+	Total Interest Earned YTD	0.00
Interest Earned This Period	0.00		
0 Checks	0.00		
12 Other Debits	22,120.00-		
Monthly Service Charge	0.00		
Ending Balance	0.46+		

Other Credits And Interest To Your Account

Date	Description		Amount
10-15	Transfer Internet	10-15 Seq # 71396	1,000.00
10-17	Transfer Internet	10-17 Seq # 0749	1,000.00
10-23	Transfer Internet	10-23 Seq # 77929	6,500.00
10-31	Transfer Internet	10-31 Seq # 88844	100.00
11-01	Transfer Internet	11-01 Seq # 14770	5,000.00
11-04	Transfer Internet	11-04 Seq # 46776	1,300.00
11-05	Transfer Internet	11-05 Seq # 64073	420.00
11-05	Transfer Internet	11-05 Seq # 64094	1,600.00
11-07	Transfer Internet	11-07 Seq # 86557	2,100.00
11-08	Transfer Internet	11-08 Seq # 16261	800.00
11-08	Transfer Internet	11-08 Seq # 12211	1,000.00
11-12	Transfer Internet	11-09 Seq # 23313	1,300.00
Total			22,120.00

Other Debits From Your Account

Date	Description		Amount
10-15	Transfer Internet	10-15 Seq # 71427	1,000.00
10-17	Transfer Internet	10-17 Seq # 0781	1,000.00
10-23	Transfer Internet	10-23 Seq # 77979	6,500.00
10-31	Transfer Internet	10-31 Seq # 88879	100.00
11-01	Transfer Internet	11-01 Seq # 14857	5,000.00
11-04	Transfer Internet	11-04 Seq # 46845	1,300.00
11-05	Transfer Internet	11-05 Seq # 64136	2,000.00
11-07	Transfer Internet	11-07 Seq # 86582	2,000.00
11-08	Transfer Internet	11-08 Seq # 16296	20.00
11-08	Transfer Internet	11-08 Seq # 16326	800.00



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 3

SUB (FCB) 0034

Statement Period: October 10, 2013 Thru November 12, 2013

Account Number : [REDACTED] 6409

Other Debits From Your Account

Date	Description		Amount
11-08	Transfer Internet	11-08 Seq # 12262 [REDACTED] 5001	1,100.00
11-12	Transfer Internet	11-09 Seq # 23329 [REDACTED] 5001	1,300.00
Total			22,120.00

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10-15	0.46+	11-01	0.46+	11-08	0.46+
10-17	0.46+	11-04	0.46+	11-12	0.46+
10-23	0.46+	11-05	20.46+		
10-31	0.46+	11-07	120.46+		



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

01748

KELLI BARNETT
R JAY LAGROON
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
482



Your Account(s) At A Glance

Checking
Balance 0.97+

Statement Period: November 13, 2013. Thru December 10, 2013

Account Number: 6409



Relationship Checking

Account Number: 6409

Enclosures In Statement: 0

Beginning Balance	0.46+	Statement Period Days	28
0 Deposits	0.00	Average Collected Balance	186.00+
21 Other Credits	25,603.41+	Annual Percentage Yield Earned*	0.07%
Interest Earned This Period	0.01+	Total Interest Earned YTD	0.01+
0 Checks	0.00	*For this statement period	
16 Other Debits	25,602.91-		
Monthly Service Charge	0.00		
Ending Balance	0.97+		

Other Credits And Interest To Your Account

Date	Description	Amount
11-14	Transfer Internet 11-14 Seq # 75142	1,000.00
11-15	Transfer Internet 11-15 Seq # 1927	1,100.00
11-19	Transfer Internet 11-19 Seq # 53475	300.00
11-19	Transfer Internet 11-18 Seq # 43201	600.00
11-19	Transfer Internet 11-19 Seq # 54531	840.00
11-20	Transfer Internet 11-20 Seq # 68152	228.00
11-21	Transfer Internet 11-21 Seq # 75271	40.00
11-22	Transfer Internet 11-22 Seq # 3931	130.00
11-25	Transfer Internet 11-23 Seq # 10819	2,000.00
11-26	Transfer Mobile Pcb 11-26	1,000.00
11-27	Transfer Mobile Pcb 11-27	700.00
11-29	Transfer Internet 11-28 Seq # 75289	1,798.91
12-02	Transfer Internet 12-01 Seq # 10012	100.00
12-02	Transfer Internet 12-02 Seq # 34155	700.00
12-02	Transfer Internet 12-02 Seq # 34252	4,500.00
12-03	Transfer Internet 12-03 Seq # 44547	2,000.00
12-03	Transfer Internet 12-03 Seq # 44598	2,000.00
12-05	Transfer Mobile Pcb 12-05	1,800.00
12-09	Transfer Internet 12-08 Seq # 22653	420.00
12-09	Transfer Internet 12-09 Seq # 36947	2,000.00
12-09	Transfer Internet 12-09 Seq # 36938	2,346.50
Total		25,603.41
12-10 Interest		0.01



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 3

SUB (FCB) 0037

Statement Period: November 13, 2013 Thru December 10, 2013

Account Number : 6409

Other Debits From Your Account

Date	Description		Amount
11-14	Transfer Internet	11-14 Seq # 75158 5001	1,000.00
11-15	Transfer Internet	11-15 Seq # 1992 5001	1,100.00
11-19	Transfer Internet	11-19 Seq # 53514 5001	300.00
11-19	Transfer Internet	11-18 Seq # 43214 5001	600.00
11-19	Transfer Internet	11-19 Seq # 54565 5001	840.00
11-20	Transfer Internet	11-20 Seq # 68173 5001	228.00
11-21	Transfer Internet	11-21 Seq # 75390 8901	40.00
11-22	Transfer Internet	11-22 Seq # 3984 5001	130.00
11-25	Transfer Internet	11-23 Seq # 10846 5001	2,000.00
11-26	Transfer Mobile	Pcb 11-26 5001	1,000.00
11-27	Transfer Mobile	Pcb 11-27 5001	700.00
11-29	Transfer Mobile	Pcb 11-26 5001	1,798.91
12-02	Transfer Internet	12-01 Seq # 10033 5001	100.00
12-03	Transfer Internet	12-03 Seq # 44690 5001	9,200.00
12-05	Transfer Mobile	Pcb 12-05 5001	1,800.00
12-09	Transfer Internet	12-09 Seq # 36959 5001	4,766.00
Total			25,602.91

Total Statement Cycle

Total Year-To-Date

Total Overdraft Fees

0.00

0.00

Total Insufficient Funds Fees

0.00

0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11-14	0.46+	11-22	0.46+	12-02	5,200.46+
11-15	0.46+	11-25	0.46+	12-03	0.46+
11-19	0.46+	11-26	0.46+	12-05	0.46+
11-20	0.46+	11-27	0.46+	12-09	0.96+
11-21	0.46+	11-29	0.46+	12-10	0.97+



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

01713
KELLI BARNETT
R JAY LAGROON
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
482



Your Account(s) At A Glance

Checking
Balance 0.90+

Statement Period: December 11, 2013 Thru January 10, 2014

Account Number: 6409



Relationship Checking

Account Number: 6409

Enclosures In Statement: 0

Beginning Balance	0.97+	Statement Period Days	31
0 Deposits	0.00	Average Collected Balance	1.00+
19 Other Credits	38,735.00+	Total Interest Earned YTD	0.00
Interest Earned This Period	0.00		
0 Checks	0.00		
19 Other Debits	38,735.07-		
Monthly Service Charge	0.00		
Ending Balance	0.90+		

Other Credits And Interest To Your Account

Date	Description	Amount
12-13	Transfer Internet 12-13 Seq # 85636	300.00
12-13	Transfer Internet 12-13 Seq # 85657	1,700.00
12-17	Transfer Internet 12-17 Seq # 54389	5,700.00
12-19	Transfer Internet 12-19 Seq # 84695	2,600.00
12-20	Transfer Internet 12-20 Seq # 93449	3,300.00
12-23	Transfer Mobile Pcb 12-23	1,000.00
12-23	Transfer Internet 12-20 Seq # 7857	1,685.00
12-23	Transfer Mobile Pcb 12-23	2,018.00
12-24	Transfer Internet 12-24 Seq # 44942	200.00
12-27	Transfer Mobile Pcb 12-27	1,142.00
12-27	Transfer Internet 12-27 Seq # 73416	4,000.00
12-30	Transfer Internet 12-30 Seq # 21546	3,000.00
01-02	Transfer Internet 01-01 Seq # 44479	10.00
01-02	Transfer Internet 01-02 Seq # 62569	56.00
01-02	Transfer Internet 01-01 Seq # 44059	250.00
01-02	Transfer Mobile Pcb 12-31	5,084.00
01-03	Transfer Mobile Pcb 01-03	3,390.00
01-07	Transfer Internet 01-06 Seq # 26944	1,000.00
01-08	Transfer Internet 01-08 Seq # 54314	2,300.00
Total		38,735.00



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 3

SUB (FCB) 0040

Statement Period: December 11, 2013 Thru January 10, 2014

Account Number : 6409

Other Debits From Your Account

Date	Description	Amount
12-13	Transfer Internet 12-13 Seq # 85778	2,000.00
12-17	Transfer Internet 12-17 Seq # 54410	5,700.00
12-19	Transfer Internet 12-19 Seq # 84701	2,600.00
12-20	Transfer Internet 12-20 Seq # 93478	3,300.00
12-23	Transfer Mobile Pcb 12-23	1,000.00
12-23	Transfer Internet 12-20 Seq # 7861	1,685.00
12-23	Transfer Mobile Pcb 12-23	2,018.00
12-24	Transfer Internet 12-24 Seq # 45013	200.00
12-27	Transfer Mobile Pcb 12-27	1,142.00
12-27	Transfer Internet 12-27 Seq # 73428	4,000.00
12-30	Transfer Internet 12-30 Seq # 21575	1,000.00
12-30	Transfer Internet 12-30 Seq # 21564	2,000.00
01-02	Transfer Internet 01-01 Seq # 44565	7.07
01-02	Transfer Internet 01-02 Seq # 62597	56.00
01-02	Transfer Internet 01-01 Seq # 44140	250.00
01-02	Transfer Mobile Pcb 12-31	5,084.00
01-03	Transfer Mobile Pcb 01-03	3,390.00
01-07	Transfer Internet 01-06 Seq # 26949	1,000.00
01-08	Transfer Internet 01-08 Seq # 54329	2,303.00
Total		38,735.07

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12-13	0.97+	12-23	0.97+	01-02	3.90+
12-17	0.97+	12-24	0.97+	01-03	3.90+
12-19	0.97+	12-27	0.97+	01-07	3.90+
12-20	0.97+	12-30	0.97+	01-08	0.90+



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SC08

01706

KELLI BARNETT
R JAY LAGROON
791 SC HIGHWAY 7
MC CORMICK SC 29835-3240

ZE
482



Your Account(s) At A Glance	
Checking Balance	0.00

Statement Period: January 11, 2014 Thru February 11, 2014

Account Number : 6409



Relationship Checking

Account Number : 6409

Enclosures In Statement: 0

Beginning Balance	0.90+	Statement Period Days	32
0 Deposits	0.00	Average Collected Balance	0.00
18 Other Credits	22,405.69+	Total Interest Earned YTD	0.00
Interest Earned This Period	0.00		
1 Checks	0.01-		
18 Other Debits	22,406.58-		
Monthly Service Charge	0.00		
Ending Balance	0.00		

Other Credits And Interest To Your Account

Date	Description	Amount
01-15	Transfer Internet 01-15 Seq # 53009	3,120.00
01-17	Transfer Internet 01-17 Seq # 88778	2,600.00
01-21	Transfer Mobile Pcb 01-18	1,000.00
01-21	Transfer Internet 01-21 Seq # 31019	2,000.00
01-24	Transfer Mobile Pcb 01-24	1,600.00
01-27	Transfer Internet 01-26 Seq # 90209	400.00
01-27	Transfer Mobile Pcb 01-25	1,500.00
01-31	Transfer Internet 01-31 Seq # 72100	1,770.00
01-31	Transfer Internet 01-31 Seq # 53758	3,000.00
02-03	Transfer Internet 02-03 Seq # 13276	1,000.00
02-03	Transfer Internet 02-01 Seq # 89430	1,040.00
02-06	Transfer Internet 02-06 Seq # 62957	104.99
02-06	Transfer Internet 02-06 Seq # 62835	2,000.00
02-10	Transfer Internet 02-08 Seq # 88075	8.84
02-10	Transfer Internet 02-08 Seq # 88086	9.66
02-10	Transfer Internet 02-08 Seq # 88133	20.40
02-10	Transfer Internet 02-08 Seq # 88147	131.80
02-10	Transfer Internet 02-07 Seq # 83149	1,100.00
Total		22,405.69

Checks Paid From Your Account

Check No.	Date	Amount
559812	02-11	0.01

*Prior Check Number(s) Not Included or Out of Sequence.



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 3

SUB (FCB) 0043

Statement Period: January 11, 2014 Thru February 11, 2014

Account Number : 6409

Other Debits From Your Account

Date	Description	Amount
01-15	Transfer Internet 01-15 Seq # 53038 5001	3,120.00
01-17	Transfer Internet 01-17 Seq # 88790 5001	2,600.00
01-21	Transfer Mobile Pcb 01-18 5001	1,000.00
01-21	Transfer Internet 01-21 Seq # 31035 5001	2,000.00
01-24	Transfer Mobile Pcb 01-24 5001	1,600.00
01-27	Transfer Internet 01-26 Seq # 90414 5001	400.00
01-27	Transfer Mobile Pcb 01-25 5001	1,500.00
01-31	Transfer Internet 01-31 Seq # 72116 5001	1,770.00
01-31	Transfer Internet 01-31 Seq # 53802 5001	3,000.00
02-03	Transfer Internet 02-03 Seq # 13510 5001	300.00
02-03	Transfer Internet 02-03 Seq # 13434 8301	700.00
02-03	Transfer Internet 02-01 Seq # 89442 5001	1,040.00
02-06	Transfer Internet 02-06 Seq # 62966 5001	105.00
02-06	Transfer Internet 02-06 Seq # 62842 5001	2,000.00
02-10	Transfer Internet 02-08 Seq # 88103 0109	19.38
02-10	Transfer Internet 02-08 Seq # 88197 5001	53.20
02-10	Transfer Internet 02-08 Seq # 88165 0309	99.00
02-10	Transfer Internet 02-07 Seq # 83155 5001	1,100.00
Total		22,406.58

Total Statement Cycle

Total Year-To-Date

Total Overdraft Fees

0.00

0.00

Total Insufficient Funds Fees

0.00

0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-15	0.90+	01-27	0.90+	02-10	0.01+
01-17	0.90+	01-31	0.90+	02-11	0.00
01-21	0.90+	02-03	0.90+		
01-24	0.90+	02-06	0.89+		



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SC08

24305

R JAY LAGROON
R JAY LAGROON DMD LLC
791 HWY 7
MCCORMICK SC 29835

ZE
814



Your Account(s) At A Glance	
Checking Balance	1.57+

Statement Period: October 1, 2013 Thru October 31, 2013

Account Number: 8301



Free Business Checking

Account Number: 8301

Enclosures In Statement: 0

Beginning Balance	1.57+
0 Deposits	0.00
0 Other Credits	0.00
0 Checks	0.00
0 Other Debits	0.00
Monthly Service Charge	0.00
Ending Balance	1.57+

Statement Period Days	31
Average Collected Balance	1.00+



Direct Customer Inquiry Calls To
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Page 1 of 2

SUB (FCB) 0047



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24812
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R JAY LAGROON DMD LLC
791 HWY 7
MCCORMICK SC 29835

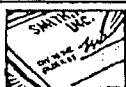
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Your Account(s) At A Glance	
Checking Balance	1.57+

Statement Period: November 1, 2013 Thru November 30, 2013

Account Number: 8301



Free Business Checking

Account Number: 8301

Enclosures In Statement: 0

Beginning Balance	1.57+
0 Deposits	0.00
0 Other Credits	0.00
0 Checks	0.00
0 Other Debits	0.00
Monthly Service Charge	0.00
Ending Balance	1.57+

Statement Period Days	30
Average Collected Balance	1.00+



Direct Customer Inquiry Calls To
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Page 1 of 2

SUB (FCB) 0049



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SC08

24225
R JAY LAGROON
R JAY LAGROON DMD LLC
791 HWY 7
MCCORMICK SC 29835

ZE
814



Your Account(s) At A Glance	
Checking	
Balance	1.57+

Statement Period: December 1, 2013 Thru December 31, 2013

Account Number : 8301



Free Business Checking

Account Number : 8301

Enclosures In Statement: 0

Beginning Balance	1.57+
0 Deposits	0.00
0 Other Credits	0.00
0 Checks	0.00
0 Other Debits	0.00
Monthly Service Charge	0.00
Ending Balance	1.57+

Statement Period Days	31
Average Collected Balance	1.00+



Direct Customer Inquiry Calls To
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Page 1 of 2

SUB (FCB) 0051



1230 Main Street
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SC08

24584
R JAY LAGROON
R JAY LAGROON DMD LLC
791 HWY 7
MCCORMICK SC 29835

ZE
814



Your Account(s) At A Glance	
Checking Balance	359.65+

Statement Period: January 1, 2014 Thru January 31, 2014

Account Number: 8301



Free Business Checking

Account Number: 8301

Enclosures In Statement: 0

Beginning Balance	1.57+	Statement Period Days	31
2 Deposits	1,095.60+	Average Collected Balance	340.00+
1 Other Credits	56.00+		
4 Checks	393.52-		
1 Other Debits	400.00-		
Monthly Service Charge	0.00		
Ending Balance	359.65+		

Deposits To Your Account

Date	Amount	Date	Amount
01-08	1,024.60	01-24	71.00

Other Credits To Your Account

Date	Description	Amount
01-02	Transfer Internet 01-02 Seq # 62597	56.00
Total		56.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
801	01-06	38.09	803	01-13	125.00
802	01-14	49.17	804	01-23	181.26

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
01-09	Transfer Internet 01-09 Seq # 66038	400.00
Total		400.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-02	57.57+	01-09	644.08+	01-23	288.65+
01-06	19.48+	01-13	519.08+	01-24	359.65+
01-08	1,044.08+	01-14	469.91+		



Direct Customer Inquiry Calls To
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Page 1 of 2

SUB (FCB) 0053



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SC08

25306

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R JAY LAGROON DMD LLC
791 HWY 7
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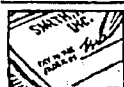
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Your Account(s) At A Glance	
Checking Balance	0.00

Statement Period: February 1, 2014 Thru February 28, 2014

Account Number : 8301



Free Business Checking

Account Number : 8301

Enclosures In Statement: 0

Beginning Balance	359.65+	Statement Period Days	28
0 Deposits	0.00	Average Collected Balance	149.00+
1 Other Credits	700.00+		
3 Checks	968.53-		
1 Other Debits	91.12-		
Monthly Service Charge	0.00		
Ending Balance	0.00		

Other Credits To Your Account

Date	Description		Amount
02-03	Transfer Internet	02-03 Seq # 13434	700.00
		6409	
	Total		700.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
805	02-06	797.00	806	02-04	125.00	559811*	02-11	46.53

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description		Amount
02-10	Transfer Internet	02-08 Seq # 87763	91.12
		5001	
	Total		91.12

Daily Balance Summary

Date	Balance	Date	Balance
02-03	1,059.65+	02-06	137.65+
02-04	934.65+	02-10	46.53+
		02-11	0.00



Direct Customer Inquiry Calls To
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SUB (FCB) 0055



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SC08

24307

R JAY LAGROON
SUNNY DAY LLC
HWY 7
RR 4 BOX 198B
MC CORMICK SC 29835-9724

ZE
814



Your Account(s) At A Glance	
Checking Balance	4.44+

Statement Period: October 1, 2013 Thru October 31, 2013

Account Number : 9901



Free Business Checking

Account Number : 9901

Enclosures In Statement: 0

Beginning Balance	4.44+
0 Deposits	0.00
0 Other Credits	0.00
0 Checks	0.00
0 Other Debits	0.00
Monthly Service Charge	0.00
Ending Balance	4.44+

Statement Period Days	31
Average Collected Balance	4.00+



Direct Customer Inquiry Calls To
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SUB (FCB) 0058



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SC08

24813
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SUNNY DAY LLC
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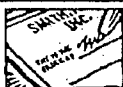
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Your Account(s) At A Glance	
Checking Balance	4.44+

Statement Period: November 1, 2013 Thru November 30, 2013

Account Number : 9901



Free Business Checking

Account Number : 9901

Enclosures In Statement: 0

Beginning Balance	4.44+
0 Deposits	0.00
0 Other Credits	0.00
0 Checks	0.00
0 Other Debits	0.00
Monthly Service Charge	0.00
Ending Balance	4.44+

Statement Period Days	30
Average Collected Balance	4.00+



Direct Customer Inquiry Calls To
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Page 1 of 2

SUB (FCB) 0060



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SC08

24226
R JAY LAGROON
SUNNY DAY LLC
HWY 7
RR 4 BOX 198B
MC CORMICK SC 29835-9724

ZE
814



Your Account(s) At A Glance
Checking
Balance 7.06-

Statement Period: December 1, 2013 Thru December 31, 2013

Account Number: 9901



Free Business Checking

Account Number: 9901

Enclosures In Statement: 0

Beginning Balance	4.44+	Statement Period Days	31
1 Deposits	2,000.00+	Average Collected Balance	1.00+
0 Other Credits	0.00		
0 Checks	0.00		
2 Other Debits	2,011.50-		
Monthly Service Charge	0.00		
Ending Balance	7.06-		

Deposits To Your Account

Date	Amount
12-09	2,000.00

Other Debits From Your Account

Date	Description	Amount
12-09	Transfer Internet 12-09 Seq # 36969	2,004.00
12-31	Undeliverable Statement Fee	7.50
Total		2,011.50

Daily Balance Summary

Date	Balance	Date	Balance
12-09	0.44+	12-31	7.06-



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Page 1 of 2

SUB (FCB) 0062



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SC08

24585

R JAY LAGROON
SUNNY DAY LLC
791 HWY 7
MCCORMICK SC 29835

ZE
814



Your Account(s) At A Glance
Checking Balance 1.80+

Statement Period: January 1, 2014 Thru January 31, 2014

Account Number: 9901



Free Business Checking

Account Number: 9901

Enclosures In Statement: 0

Beginning Balance	7.06-	Statement Period Days	31
1 Deposits	154.29+	Average Collected Balance	3.00+
2 Other Credits	14.57+		
0 Checks	0.00		
1 Other Debits	160.00-		
Monthly Service Charge	0.00		
Ending Balance	1.80+		

Deposits To Your Account

Date	Amount
01-13	154.29

Other Credits To Your Account

Date	Description	Amount
01-02	Transfer Internet 01-01 Seq # 44565	7.07
01-03	Service Charge Refund	7.50
Total		14.57

Other Debits From Your Account

Date	Description	Amount
01-14	Transfer Internet 01-14 Seq # 25745	160.00
Total		160.00

Daily Balance Summary

Date	Balance	Date	Balance
01-02	0.01+	01-13	161.80+
01-03	7.51+	01-14	1.80+



Direct Customer Inquiry Calls To
FIRST CITIZENS
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Page 1 of 2

SUB (FCB) 0064



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SC08

25308
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SUNNY DAY LLC
791 HWY 7
MCCORMICK SC 29835

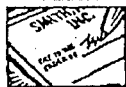
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814



Your Account(s) At A Glance	
Checking	
Balance	0.00

Statement Period: February 1, 2014 Thru February 28, 2014

Account Number: 9901



Free Business Checking

Account Number: 9901

Enclosures In Statement: 0

Beginning Balance	1.80 +	Statement Period Days	28
0 Deposits	0.00	Average Collected Balance	0.00
0 Other Credits	0.00		
1 Checks	0.01 -		
1 Other Debits	1.79 -		
Monthly Service Charge	0.00		
Ending Balance	0.00		

Checks Paid From Your Account

Check No.	Date	Amount
559810	02-11	0.01

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description		Amount
02-10	Transfer Internet	02-08 Seq # 87785	1.79
		5001	
	Total		1.79

Daily Balance Summary

Date	Balance	Date	Balance
02-10	0.01 +	02-11	0.00



Direct Customer Inquiry Calls To
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SUB (FCB) 0066



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One Thousand Nine Hundred Fifty Seven Dollars and 15 Cents	DATE: 05/02/2014 Vold After 120 Days	AMOUNT: \$1,957.15
Pay to the Order of: ROBERT JAY LAGROON CUSTODIAL RR 4 BOX 198B MC CORMICK, SC 29835-9724	<i>Robert Lagroon</i>	
⑈ 2015112⑈ ⑆061000227⑆ 2000035275455⑈		

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Item Details

Amount: 1,957.15
 Check #: 2015112
 Posting Date: 05/14/2014
 As of Date: 05/14/2014
 Issue Date: 05/02/2014

Account Number/Account Name: 2000035275455/SBA STEEL
 Routing Number: 121000248
 Description: CHECK PAID
 Payee: ROBERT JAY LAGROON CUSTODIAL
 Item Sequence Number: 2285006912

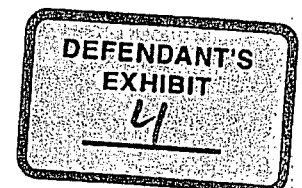
Additional Item Details: 0000001-00000000195715
 CASHED CHECK

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6/3/2014



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SA Steel, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487

Date: 06/02/2014
Check #: 2015453

Pay Exactly **One Thousand Nine Hundred Fifty Seven and 18/100 US Dollars

Amount
\$1,957.15

TO THE ORDER OF ROBERT JAVILAGROON, CUSTODIAL
RR 4 BOX 198B
MC CORMICK SC 29835-9724

WELLS FARGO BANK, N.A.

Authorized Signer
Brian Lagunas

VOID AFTER 120 DAYS

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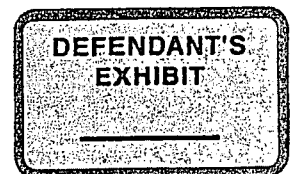
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Amount: 1,957.15
Check #: 2015453
Posting Date: 06/09/2014
As of Date: 06/09/2014

Account Number: 2000035275455
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5500 Broken Sound Parkway NW
P.O. Box 1000, Ft. 33407

Date: 06/19/2014
Check #: 2015699

Pay Exactly One Thousand Nine Hundred Fifty Seven and 15/100 - US Dollars

Amount
\$*****1,957.15

TO THE ORDER OF ROBERT JAY LAGROON CUSTODIAL P
RR 4 BOX 1988
MC CORMICK SC 29835-9724

VOID AFTER 120 DAYS

Brian Lagroon
Authorized Signer

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Check #: 2015699
Posting Date: 06/30/2014
As of Date: 06/30/2014

Account Number/Account Name: 2000035275455/SBA STEEL
Routing Number: 121000248
Description: CHECK PAID
Item Sequence Number: 2287647985

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5900 Broken Sound Parkway NW
Boca Raton, FL 33487

Date: 07/23/2014
Check #: 2016059

Pay Exactly **One Thousand Nine Hundred Fifty-Seven and 15/100 - US Dollars **

Amount
\$*****1,957.15

TO THE ORDER OF ROBERT JAY LAGROON CUSTODIAL P
RR 4 BOX 198B
MC CORMICK SC 29835-9724

WELLS FARGO BANK, N.A.

Authorized Signer

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Item Details

Amount: 1,957.15
Check #: 2016059
Posting Date: 07/29/2014
As of Date: 07/29/2014

Account Number/Account Name: 2000035275455/SBA STEEL
Routing Number: 121000248
Description: CHECK PAID
Item Sequence Number: 2187253040

Additional Item Details: 0000002 -000000000109716
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SBA Steel, LLC
5900 Wrothen Sound Parkway NW
Dacula, GA 30037

Date: 08/21/2014
Check #: 2016437

Pay Exactly **One Thousand Nine Hundred Fifty-Seven and 10/100 - US Dollars**

Amount
\$*****1,957.16

VOID AFTER 120 DAYS

TO THE ORDER OF ROBERT JAY LAGROON CUSTODIAL P
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Amount: 1,957.15
Check #: 2016437
Posting Date: 08/27/2014
As of Date: 08/27/2014

Account Number/Account Name: 2000035275455/SBA STEEL
Routing Number: 121000248
Description: CHECK PAID
Item Sequence Number: 2187256178

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Boca Raton, FL 33487

Date: 09/22/2014
Check #: 2016803

Pay Exactly One thousand Nine hundred Fifty Seven and 10/100 US Dollars

Amount
\$1,957.16

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FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Item Details

Amount: 1,957.15
Check #: 2016803
Posting Date: 09/29/2014
As of Date: 09/29/2014
Issue Date: 09/22/2014

Account Number/Account Name: 2000035275455/SBA STEEL
Routing Number: 121000248
Description: CHECK PAID
Payee: ROBERT JAY LAGROON CUSTODIAL P
Item Sequence Number: 2187259773

Additional Item Details: 0000003 +000000003887345
CASHED CHECK

Privacy, Security & Legal

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Stops - Images - Search®

Image Front:

SHADED AREA MUST GRADUALLY CHANGE FROM BLUE AT TOP TO GREEN AT BOTTOM

58A Steel, LLC
5900 Brookco-Souid Parkway WY
Boca Raton, FL 33467

Date: 10/23/2014
Check #: 2017253

Pay Exactly **One Thousand Nine Hundred Fifty-Seven and 15/100 US Dollars**

Amount
\$*****1,957.15

TO THE ORDER OF ROBERT JAY LAGROON CUSTODIAL P
RR 4 BOX 198B
MC CORMICK SC 29835-9724

VOID AFTER 120 DAYS

WELLS FARGO BANK, N.A.

Robert Lagroon
Authorized Signor

0000 20 17 25311 1:06 1000 2271 200003 527545511

Nov.
2014

Image Back:

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FEDERAL RESERVE NOTE, \$100.00

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1-1
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5-1
6-1
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8-1
9-1
10-1
11-1

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FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Item Details

Amount: 1,957.15
Check #: 2017253
Posting Date: 10/31/2014
As of Date: 10/31/2014
Issue Date: 10/23/2014

Account Number/Account Name: 2000035275455/SBA STEEL
Routing Number: 121000248
Description: CHECK PAID
Payee: ROBERT JAY LAGROON CUSTODIAL P
Item Sequence Number: 2281557641

Additional Item Details: 00000004 +000000001081979
CASHED CHECK

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SHADED AREA MUST GRADUALLY CHANGE FROM BLUE AT TOP TO GREEN AT BOTTOM

SBA Steel, LLC
1500 Bridge Square Parkway, NE
Dalla Ramon, FL 31087

Date: 11/19/2014
Check #: 2017619

Pay Exactly **One Thousand Nine Hundred Fifty Dollars** \$1,957.16

TO THE ORDER OF **ROBERT JAY LAGROON CUSTODIAL PARENT OF DANIEL AND BECCA LAGR**
RR 4 BOX 198B
MC CORMICK SC 29835-9724

WELLS FARGO BANK, N.A.

Brian Lagroon
Authorized Signer

VOID AFTER 120 DAYS

⑈0002017619⑈ ⑆061000227⑆ 2000035275455⑈

Image Back:

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7281158843

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- Acoustic Markings - Hold it up to view
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On the back image is a watermark of Daniel and Becca Lagroon.

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Item Details

Amount: 1,957.15
Check #: 2017619
Posting Date: PENDING
As of Date: 11/25/2014
Issue Date: 11/19/2014

Account Number/Account Name: 2000035275455/SBA STEEL
Routing Number: 121000248
Description: CHECK PAID
Payee: ROBERT JAY LAGROON CUSTODIAL PARENT OF DANIEL AND BECCA LAGR
Item Sequence Number: 2281158843

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System: 6/17/2014 2:44:08 PM
User Date: 6/17/2014

SEA 2012 TC Assets, LLC
TRANSACTION INQUIRY REPORT
Payables Management

Page: 1
User ID: LSafai

For ID: 100441 ROBERT JAY LAGROON CUSTODIAL PARENT OF

Ranges: From: To:
Document Number First Last
Document Date 3/1/2013 6/17/2014
Type First Last

Sorted By: Document Date/Type Include: Work, Open, History

* Voided

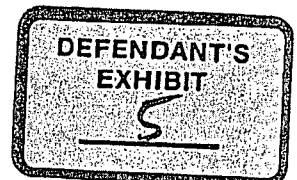
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Voucher/Payment Number	Due Date	Disc Date	Transaction Description	Currency ID	
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61000000000021174	3/13/2013		SC47752 04/01/13 - 04/30/13	Z-US\$	
History	REMIT00005184	PMT	3/27/2013	\$1,900.15	\$0.00
00000000000043198				Z-US\$	

Total Documents: 2

OFFICIAL COPY AND CORRECT COPY

Handwritten signature: *Shond. O. Edwards*

McCOMBICK COUNTY, S.C.



System: 6/17/2014 2:51:47 PM
User Date: 6/17/2014

SBA Steel, LLC
TRANSACTION INQUIRY REPORT
Payables Management

Page: 1
User ID: LSafai

lor ID: 101791 ROBERT JAY LAGROON CUSTODIAL PARENT OF

Ranges: From: To:
Document Number First Last
Document Date First 4/25/2014
Type First Last

Sorted By: Document Date/Type Include: Work, Open, History

* Voided

Origin	Document Number	Type	Doc Date	Original Amount	Unapplied Amount
Voucher/Payment Number	Due Date	Disc Date	Transaction Description	Currency ID	
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History RENT 47752-0 01141 26100000000012479	INV 12/14/2013	12/14/2013	\$1,900.15 SC47752 01/01/14 - 01/31/14	Z-US\$	\$0.00

C E R T I F I C A T E

STATE OF GEORGIA

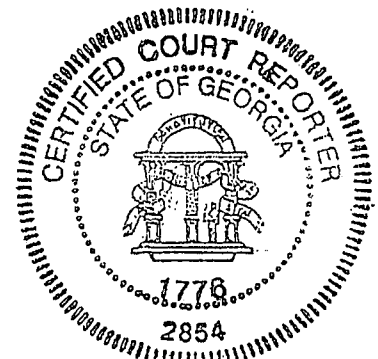
COUNTY OF RICHMOND

I hereby certify that the foregoing transcript, consisting of pages numbered 1 through 186, constitutes the transcript of the audio recording produced by the plaintiff in the instant action purported to be held on December 18, 2014. Said proceedings have been transcribed to the best of my ability and have been certified as to accuracy to the best of my ability. All exhibits attached to this transcript were produced by said plaintiff, along with attached certification from the McCormick County Magistrate Court Clerk.

I further certify that I am not kin or counsel to the parties in the case, I am not in the regular employ of Counsel or said parties, nor am I otherwise interested in the result of said case.

This the 3rd day of November, 2016.

Shannon D. Flannery
SHANNON D. FLANNERY, CCR, CVR
Certified Court Reporter
Georgia Certificate # 2854



FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK
IN THE COURT OF COMMON PLEAS
R Jay Lagroon

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2015CP3500006

FILED
GWENDOLYN D. CHILES
2016 APR -1 A 1:06
Corp

Sba Communications

CLERK OF COURT
MCCORMICK COUNTY, SC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: JUDGE

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒ Statement of Judgment by the Court: SEE PAGE 2.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: CASE CONTINUED BEYOND APRIL 4, 2016 TERM.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

William P. Hersh
Circuit Court Judge

2050
Judge Code

4/1/2016
Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

R Jay Lagroon Po Box 234 Lincolnton, GA 30817

Jeremy C. Hodges 1320 Main Street 17Th Floor Columbia,
SC 29201

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Blufford Hodges, Deputy

Gwen D. Chiles - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

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

WPC
#2 THE FILES REGARDING THIS CASE, 2015-CP-35-00006 AND A PRIOR CASE, 2014-CP-35-000034 HAVE BEEN JUMBLED TOGETHER. A RECONSIDERATION MOTION WAS FILED IN 2014-CP-35-000034. AFTER CHALLENGES WERE CONSIDERED, A RULING WAS ISSUED BY ORDER FILED MARCH 30, 2016. THE 2015 FILE RELATES TO AN APPEAL FROM THE ORDER/RULING OF THE HONORABLE C. RYAN JOHNSON, MAGISTRATE JUDGE, WHICH CONCERNED THE SAME GENERAL DISPUTE AS GAVE RISE TO THE 2014 APPEAL, BUT THE 2014 APPEAL AROSE FROM A DECISION OF THE HONORABLE JOHN C. LONG, MAGISTRATE, WHICH HE ENTERED DESPITE THE FACT THAT THERE WAS NO ACTION FILED AT THAT TIME.

THE ONLY PENDING CASE NOW IS THIS 2015 APPEAL. THE FILE REFLECTS MOTIONS FOR A WRIT OF MANDAMUS (FILED BY THE APPELLANT, DR LAGROON) AND TO DISMISS (FILED BY THE RESPONDENT, SBA COMMUNICATIONS). THE COURT WILL NOTIFY THE PARTIES REGARDING SCHEDULING ANY UNRESOLVED MATTERS.

WPC

Filed 4/1/16

STATE OF SOUTH CAROLINA) FILED
COUNTY OF MCCORMICK) GWENDOLYN D. CHILES
2016 SEP 16 A 8:50) IN THE ELEVENTH CIRCUIT COURT
) OF COMMON PLEAS
) CLERK OF COURT
R. JAY LAGROON) MCCORMICK COUNTY, SECOND RETURN TO APPEAL
APPELLANT)
-v.-)
SBA COMMUNICATION CORP,)
RESPONDENT)
) 2015-CP-35-0006
) 2014CV3510100096
) CASE NUMBERS
)

In response to Judge Alison Lee's Order dated August 15, 2016, the Court provides the following return.

On March 24, 2014, the plaintiff filed an application for eviction against the defendant claiming (1) The tenant fails or refuses to pay the rent when due or when demanded and (2) The terms or conditions of the lease have been violated. On April 14, 2014, the defendant responded to the application, denied the allegations of the plaintiff and filed a counterclaim for breach of contract. The plaintiff answered the counterclaim on April 29, 2014 and requested a jury trial on the counterclaim only.

On May 8, 2014, the plaintiff filed a motion to have Judge John C. Long recused from the present case. The plaintiff based his motion on Judge Long's ex parte communication with the defendant and an order he had issued that was currently under appeal.

On July 23, 2014, South Carolina Chief Justice Jean Toal ordered that I, C. Ryan Johnson, Magistrate for Greenwood County, dispose of McCormick Magistrate Court civil case number 2014CV3510100096.

On August 5, 2014, I sent both parties a letter informing them that I had been appointed to the case and suggesting that if they consented to withdrawing the appeal, I could void Judge Long's order so that the case may proceed in a timely manner.

On August 8, 2014, the defendant responded to the letter and consented to withdrawing the appeal. The plaintiff responded on August 19, 2014 and stated that he would not consent as it was not in his best interest.

On October 27, 2014, The Honorable William Keesley heard the plaintiff's appeal and ordered Judge Long's order is null and void. Jude Keesley denied the plaintiff's request for fees and costs. The plaintiff requested the Circuit Court reconsider the denial of fees and costs.

After receiving notice of Judge Keesley's order on November 12, 2014, I instructed the McCormick Magistrate Court to schedule the case for trial. The trial was set for December 18, 2014. All parties were notified of the trial and appeared.

On December 10, 2014, the plaintiff sent notice that he intended to request a continuance. All parties were notified that any continuance requests would be heard on December 18th. The plaintiff filed a packet of motions with the court on December 17, 2014.

On December 18, 2014, all three causes of action and all motions made by the plaintiff were addressed in the Magistrate's Court before Judge C. Ryan Johnson. The plaintiff's action for failure to pay rent was heard as a bench trial. The plaintiff's action for violation of a term or condition of the lease was dismissed on motion for summary judgment. The defendant's counterclaim for breach of contract was presented to the jury. After deliberation, the jury returned a verdict in favor of the plaintiff.

The plaintiff's first motion was a request that the trial and all of the proceedings be video-taped or in the alternative that a court reporter be present to make a transcript and if approved, a continuance be granted to allow for both or either to be arranged. This motion was denied. All proceedings were digitally recorded by the court.

The plaintiff's second motion was a request for a change of venue. The plaintiff requested that the trial be continued and moved to Greenwood for the convenience of all of the parties and the judge. This motion was denied.

The plaintiff's third motion was a request for a continuance because he was taking prescription medication that could affect his ability to properly present his case. This motion was denied.

The defendant made two evidentiary pretrial motions. The first was a motion to suppress any evidence related to the alleged abduction and sexual assault of the plaintiff's child. This motion was granted. The second was a motion to limit testimony to the issues of the case. This motion was denied.

The defendant also made a motion for summary judgement on both of the plaintiff's causes of action. There was a material question as to the facts with regards to the payment of rent, so the defendant's motion as to that cause of action was denied.

The defendant's motion for summary judgement was granted as to the alleged violation of a term or condition of the lease. The plaintiff alleged that the defendant was required to provide him notice before they accessed the property or before they removed anything from the property. This was directly contradicted by paragraphs 6(a) and 6(c) of the lease agreement. As there were no questions to the material facts, summary judgement was issued as a matter of law.

Testifying at the bench trial were the plaintiff and Sheila Sonnenberg. The plaintiff testified that the defendant had not paid rent in the amount of \$1,957.15 for the month of March 2014. He further testified that a deposit on a closed account of his in the amount of \$1,957.15 made on February 26, 2014 was for commercial rent from a Ms. Felix.

Ms. Sonnenberg testified that she is a nurse and has been working for the plaintiff for about 5 years. In February 2014, the plaintiff asked Ms. Sonnenberg to assist Ms. Felix, a stroke victim, with her daily needs. Ms. Sonnenberg further stated that she did not know the relationship between the plaintiff and Ms. Felix, nor did she want to know. Ms. Sonnenberg testified that on February 26, 2014, she deposited \$1,957.15 in cash into an account with First Citizens bank on behalf of Ms. Felix.

All items sought to be admitted into evidence by the plaintiff were accepted into evidence with the exception of an empty envelope.

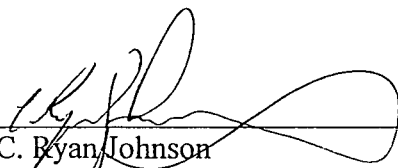
The defendant's evidence showed that it had paid rent regularly; that it sent a \$1,957.15 rent payment via direct deposit on February 25, 2014 for March 2014 rent; that on February 26, 2014 the bank credited the plaintiff's account for the payment; that at the time of the deposit, the plaintiff's account was closed; that the bank issued the plaintiff a cashier check on February 28, 2014; and that the plaintiff deposited that check on March 7, 2014.

At no time did the plaintiff request a directed verdict, renew any of his objections, or request a new trial.

All of the proceedings were digitally recorded by the court and a copy has been provided to the plaintiff at his request.

A copy of the orders issued in this case is attached as well as a copy of the pleadings.

Respectfully Submitted,


C. Ryan Johnson
Magistrate, Greenwood County
by Special Appointment for McCormick County

September 13th, 2016



FILED
GWENDOLYN D. CHILES

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF MCCORMICK 2016 NOV -7 P 4:13) ELEVENTH JUDICIAL CIRCUIT
ROBERT JAY LAGROON,) Civil Action No. 2015-CP-35-0006
CLERK OF COURT)
MCCORMICK COUNTY, SC)
APPELLANT,)
VS.) APPELLANT'S BRIEF IN SUPPORT
SBA COMMUNICATIONS CORP.) IN SUPPORT OF APPELLANT'S
RESPONDENT) EVICTION ACTION

PROCEDURAL BACKGROUND

On March 24, 2014, Appellant Robert Jay Lagroon, (hereinafter Lagroon or Appellant), filed an application for eviction against Respondent SBA Communications Corp, (hereinafter SBA or Respondent) alleging that Respondent failed to pay rent for use of a cell-phone tower located on Appellant's property. The missed rent payments were due pursuant to a ground lease agreement between Appellant, as lessor, and Respondent, as lessee. On December 18, 2014, following a bench trial before Judge Ryan Johnson, Magistrate for Greenwood County, the court issued a written order and notice of judgment on December 22, 2014, and ordered that a copy of this order and judgment be mailed to the parties. Appellant received a copy of the order on December 28, 2014. Appellant timely filed a notice of appeal, and, thereafter, filed a petition for writ of mandamus. Respondent filed its motion to dismiss the appeal on May 4, 2015.

By Order of this Court Filed August 18, 2016, attached, the Respondents motion to dismiss was Denied and the Appellant's petition for writ of mandamus was granted. On October 17, 2016, a hearing was scheduled in this matter. In lieu of a hearing, the Court directed the parties to submit the matter on briefs only. This brief follows.

STANDARD OF REVIEW

On appeal from Magistrate Court to Circuit Court, the standard of review is set out in the South Carolina Code that:

Upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.
S.C. Code Ann. § 18-7-170

STATEMENT OF MATERIAL FACTS

On February 25, 2014, SBA employee Mr. John Henry Layher was arrested for Criminal Trespassing and removed from the Appellant's property by the McCormick County Sheriff, after cutting locked gates and destroying the concrete driveway owned by the Appellant to gain access to the Appellant's property. Mr. Layher plead guilty to the charges of Criminal trespass on March 11, 2014, (EXHIBIT 1 "TRANSCRIPT OF EXCERPTED PROCEEDINGS"-page 24 line 2 and EXHIBIT 2 certified copy of Uniform Traffic Ticket 91343 ER).

The Respondent, SBA maintains and contends the Appellant, Dr. Lagroon barred SBA from accessing the property while the Magistrate Court actions were pending. Upon inquiry by the Court, counsel for SBA admits his client has not tried to access the property therefore could not have been hindered in any way by Dr. Lagroon. (EXHIBIT 1- page 51 line 14.)

On March 24, 2014, the appellate filed a rule to vacate or show cause against SBA in McCormick County Magistrate Court case number 2014CV3510100096. The action was born from SBA's failure to pay rent for March 2014, and SBA's failure to provide written notice of termination under paragraph 10 of the lease dated October 26, 2004. (EXHIBIT 3 "Communications Site Lease Agreement (Ground)"). The Respondent made an unsuccessful attempt to terminate the lease and remove the cell tower without paying final rent payments or without providing written notice under section 10 of the lease. The transcript of the

proceedings shows that upon inquiry by the Court:

1. Respondent's counsel admitted he could not show that the First Citizens cashier's check tendered to "Kelli Barnett" dated February 28, 2014 was indeed SBA's money. (EXHIBIT 1- page 39 line 8.)
2. Respondent's counsel admits he could not show that Notice to Terminate the lease had been provided to the Appellate prior to February 2014. (EXHIBIT 1- page 27 line 3.)

Upon request of the Appellant, Respondent's counsel refused to answer or provide evidence to conclude that the First Citizens cashier's check dated February 28, 2014, tendered to "Kelli Barnett" was indeed SBA's money by stating "I don't have to answer your questions." (EXHIBIT 1- page 37 line 5.)

At trial the Appellant testified, and counsel for the Respondent agreed, that SBA's lease begins October 26, 2004, with a 3% increase on the anniversary term of the lease. (EXHIBIT 1- page 43 line 6). As the Court noted: "The term of the lease is October 26th, 2004. The lease amounts changed from \$1900.15 in December, 2013 and then it jumps to \$1912.00 in January 2014. And then the February 2014 cashier's check is \$1957.57. So why would...", (EXHIBIT 1- page 43 line 18). At that time the Court allows the Appellant to testify "So why would a company say, we're going to take down your tower but, in the meantime, we're going to throw you some extra money that's not in here." (EXHIBIT 1- page 43 line 23). The Appellant also testifies, "There is no reasonable explanation for the rent changing from the consistency of \$1900.15 to the one-time \$1912.36 in January 2014 and then changing again to \$1957.15 in March 2014. There's no plausible explanation for that." (EXHIBIT 1- page 44 line 24; EXHIBIT 1- Defendant's Exhibit No. 5 thereto- page 185-186 of EXHIBIT 1¹).

Witness for the Appellant, Sheila Sonnenberg RN testified at trial that she cared for stroke victim, Leona Felix who was a tenant of the Appellant and that she made the cash deposit in the amount of \$1957.15

¹ Initially, the court reporter mistakenly stated she could not attest to the validity of the exhibits, however, the court reporter subsequently corrected her certification stating "All exhibits attached to this transcript were produced by said plaintiff, along with attached certification from the McCormick County Magistrate Court Clerk." (EXHIBIT 1 SUPPLEMENT, *Compare* EXHIBIT 1- Page 187 *and* EXHIBIT 1 SUPPLEMENT)

in February 2014 on behalf of Ms. Felix by placing cash into the hands of Ms. Teresa Taylor at the First Citizens Bank branch located at 342 Baston Road in Martinez, Georgia. (EXHIBIT 1- page 68 line18).

The First Citizens cashier's check presented at trial was signed by Ms. Teresa Taylor and endorsed by Kelli Barnett, wife of the Appellant. (EXHIBIT 1- Defendant's Exhibit No. 1 thereto, page 139 of EXHIBIT 1).

The original envelope from the First Citizens branch located at 342 Baston Road in Martinez, Georgia, which was introduced at trial and not accepted into evidence bears the identical certified mail #7013 3020 0000 9269 4062, as Plaintiff's exhibit 2 and as the original envelop filed with the Appellant's Notice of Civil Appeal. (Notice of Civil Appeal filed January 28,2015), (EXHIBIT 1- Defendant's Exhibit 2 thereto page 146 of EXHIBIT 1).

The Court states "All items sought to be admitted into evidence by the plaintiff were accepted into evidence with exception of an empty envelope" (Second Return to Appeal, page 4, 2nd paragraph,). A search of the official Court transcript reveals absence of the following from the record, but these documents were filed with Appellant's Notice of Appeal on January 28, 2015:

1. The commercial lease of Ms. Leona Felix which clearly documents her lease is \$1957.15 for the year of 2014.
2. The letter to Ms. Felix dated January 18, 2014 stating the amount of her lease for 2014, is \$1957.15.
3. The Original cashier's check stub 5019895 from First Citizens Bank dated February 28, 2014, in the amount of \$1957.15 from Branch 817 (342 Baston Rd. Martinez Ga. 30907). The check stub also bears the initials (TAT04), of the First Citizens representative who authorized and signed the cashier's check, (Teresa A. Taylor)
4. Plaintiff's Exhibits 2 -11.²

(EXHIBIT 1)

² Those portions of the transcript containing any reference to or admission of Plaintiff's Exhibits 2-11 were apparently not provided by the magistrate court and not in the file.

These items coupled with testimony of Shelia Sonnenberg, along with the original envelope from First Citizens Bank postmarked March 4, 2014, from 342 Baston Rd. Martinez, Ga 30907 which contained the cashier check, signed by Ms. Teresa Taylor, and the admission by Respondent's counsel he cannot show that the First Citizens cashier's check tendered to "Kelli Barnett" dated February 28, 2014 was indeed SBA's money. (EXHIBIT 1- page 39 line 8.), clearly establish the evidence required to meet the burden of proof that funds deposited which led to the generation of the cashier's check in the amount of \$1957.15 are indeed the funds of Ms. Felix deposited by Sheila Sonnenberg. It is unimaginable that SBA representatives traveled from Boca Raton Florida to Martinez Georgia, to deposit cash in the amount of \$1957.15, and that SBA cannot produce a single witness or a single bank record to support their contentions at trial.

Ins the case *sub judice*, Pursuant to S.C. Code Ann. § 18-7-10 :

"When a judgment is rendered by a magistrate's court, by the governing body of a county or by any other inferior court or jurisdiction, save the probate court, the appeal shall be to the circuit court of the county wherein the judgment rendered and shall amount to a supersedeas." Therefore, the Magistrate Court lacked subject matter jurisdiction because a motion to alter or amend was pending in Case No. 2014-CP-35-0034.

Case No. 2014-CP-35-0034 is the appeal born from Magistrate Court Case# 20143510100096. The Judge C. Ryan Johnson Magistrate, issued a directive dated August 5, 2014, which states "While the appeal is not directly of this pending case, I find that it is related, relevant, and binding over this matter. Therefore, there will not be any hearings or trials scheduled until the appeal has been resolved." (EXHIBIT 4- Letter of August 5, 2014, from Magistrate Johnson). The Cease and Desist Action was resolved by Order of this Court filed March 30, 2016, (Order Denying Motion to Reconsider, Case No. 2014-CP-35-0034). Under Judge Johnson directive no hearings were to be scheduled until after the filing of this Court's Order of filed March 30, 2016.

The Magistrate erred in failing to grant Appellant's continuance.

On December 18, 2014, appellant was under the influence of sedative prescription medication having only recently been informed of his son having been sexually assaulted. As such Appellant was unable to fully engage in the process of representation of his interests and the court erred in not granting Appellant's request for a continuance.

On December 15, 2014, the South Carolina Attorney General victim service coordinator Ms. Toni Lawrimore, informed Appellant that his son had been sexually abused by Shea Brandon Masterson. Appellant immediately scheduled an appointment and was seen on December 16, 2014, by Court appointed psychologist Dr. Frey. Upon Dr. Frey's consultation with my family physician Appellant was immediately placed on prescription medication and instructed not to operate an automobile. (Notice of Civil Appeal filed January 28, 2015, Affidavit of Robert Jay Lagroon and Dr. Jody Frey PhD).

Appellant contacted attorney Edward McCallum whose office is located in Greenwood, South Carolina, for assistance with the hearing schedule December 18, 2014. Attorney McCallum was unable to appear on Appellant's behalf but assisted with three motions on my behalf advising the Court of the crimes committed against my son and the mental and physical effects on the Appellant on December 17, 2014.

Under South Carolina law, motions for continuance are addressed to the sound discretion of the trial judge and his ruling will not be reversed on appeal absent an abuse of discretion. Newman v. Old West Inc., 286 S.C. 394, 334 S.E. (2d) 275, 276 (1985). "Whether a judge does or does not abuse his discretion depends upon the facts before him at the time." Purex Corp. v. Walker, 278 S.C. 388, 390, 296 S.E. (2d) 868, 869 (1982). Grant v. Grant 288 S.C. 86 (1986). An abuse of discretion occurs when a court's decision is controlled by an error of law or is without evidentiary support. Micronics, Inc. v. South Carolina Department of Revenue, 345 S.C. 506, 510, (Ct. App. 2001) *citing* Ledford v. Pennsylvania Life Ins. Co., 267 S.C. 671, 675, (1976).

In the case *sub judice*, the Magistrate erred in denying the Appellant's request for a continuance given

the circumstances presented.

Additional Magistrate Court Errors

The Magistrate Court erred in accepting into evidence Respondent's Exhibit #4 and #5. These documents were accepted into evidence without affidavit of the custodian or any witness from the Respondent establish their authenticity at trial and over the objection of the Appellant. (EXHIBIT 1- page 96 line 24).

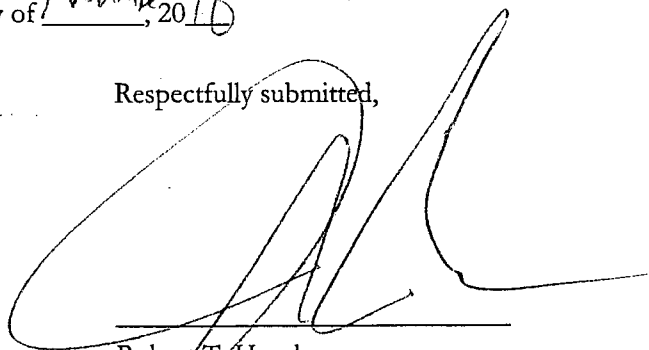
The Court erred by not allowing a court reporter to take down the hearing. The Appellant has the fundamental right to have the Court's proceedings accurately recorded. The motion was made prior to trial by the Appellant and denied by the Court. The official recording of the Court is absent Plaintiff exhibits 2-11 which were introduced at trial and made a part of the record. The Court states at trial this audio recording will be supplied to the parties upon request. (EXHIBIT 1- page 7 line 20). The Appellant made two request in writing for the recording before having to issue a subpoena to obtain the recording so that it could be transcribed for this appeal. (EXHIBIT 5- Letter of June 10, 2015, from Magistrate Johnson).

CONCLUSION

For the foregoing reasons, the Court should issue an Order Granting the application for eviction based on the failure to pay rent as a violation of the terms and conditions of the lease and for such other and further relief as the Court deems appropriate.

This 7 day of November, 2016

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to be 'R. Homlar', written over a horizontal line.

Robert T. Homlar
SC Bar Number: 71657
Attorney for Appellant

Robert T. Homlar P.C.
601 North Belair Square, Suite 14
Evans, Georgia 30809
803-761-0076
robert@homlarlaw.com

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

R. JAY LAGROON,

APPELLANT(S),

vs.

SBA COMMUNICATIONS CORP.

RESPONDENT(S).

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

FILED
Civil Action No. 2015-CP-35-0006

2016 DEC -7 P 1:28

CLERK OF COURT
McCormick County, SC
ORDER AFFIRMING DECISION ON
APPEAL

RECEIVED

FEB 03 2017

SC Court of Appeals

BEFORE THE COURT is the appeal filed by Appellant R. Jay Lagroon ("Lagroon") from the Magistrate Court's decision finding in favor of Respondent SBA Communications Corp. ("SBA") on Lagroon's eviction action. Based on the arguments and briefing submitted to the Court, the Court's file in this matter, and the relevant authorities, I hereby affirm the decision of the Magistrate Court and dismiss Lagroon's appeal. I make the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. Lagroon, representing himself *pro se*, filed this appeal from an Order and judgment entered in McCormick Magistrate Court civil case number 2014CV3510100096.
2. Lagroon alleged that SBA failed to pay Lagroon rent for the month of March 2014. The alleged missed rent payment was due pursuant to a ground lease agreement between Lagroon, as lessor, and SBA (as assignee to Nextel South Corp.) as lessee. SBA maintained a cellular communications tower on the leased premises. Lagroon also alleged that SBA breached the lease by failing to give notice prior to entering the property.



3. The Honorable C. Ryan Johnson, Magistrate for Greenwood County, was appointed to preside over this matter by Order of the South Carolina Supreme Court. A bench trial was scheduled for December 18, 2014.

4. On December 17, 2014, Lagroon filed motions for a change of venue, a continuance, and to videotape the trial or for a court reporter.

5. On December 18, 2014, the parties appeared for trial. The Magistrate Court held a pretrial hearing immediately before the trial. After hearing argument from both parties, the Magistrate Court denied Lagroon's motions. SBA moved for summary judgment on Lagroon's claim for breach of the lease for failure to give notice. The Magistrate Court granted summary judgment to SBA on this claim, finding that the lease did not require that SBA give notice prior to entering the premises. The Magistrate Court denied SBA's motion for summary judgment on the claim for failure to pay rent, finding an issue of fact existed.

6. The trial in this action was held on December 18, 2014, and was recorded via audio recorder.

7. At the trial, Lagroon testified that SBA failed to pay rent in March 2014. Lagroon's employee, Sheila Sonnenberg, testified that in February 2014 she deposited \$1,957.15 in cash into an account with First Citizens Bank on behalf of a woman named Ms. Felix. Lagroon testified that the cash deposit was for rent due to Lagroon from Ms. Felix pursuant to a commercial lease and that a cashier's check subsequently issued by First Citizens on February 26, 2014 represented the funds deposited on behalf of Ms. Felix. Lagroon produced a copy of the commercial lease with Ms. Felix, which was accepted into evidence. The Felix lease stated that it terminated in September 2013 and that Ms. Felix's rent was \$1,400 per month. Lagroon also entered into evidence a letter to Ms. Felix dated January 18, 2014. This letter, from Lagroon, provided that

Ms. Felix's rent for 2014 was \$1,957.15 per month. Lagroon also attempted to enter into evidence an empty envelope postmarked from First Citizens Bank. The Magistrate Court accepted all exhibits submitted by Lagroon into evidence except the envelope.

8. SBA offered business records from First Citizens Bank and Trust, with accompanying notarized records custodian affidavits, which showed that SBA timely deposited rent payments into an account associated with Lagroon¹ each month from November 2013 to February 2014. The First Citizens records reflected that the Barnett account was closed in February 2014 and that a credit in the amount of SBA's rent payment was posted to the account on February 26, 2014, after the account was closed. The records further reflected that First Citizens subsequently issued a cashier's check to Kelli Barnett in the same amount as SBA's rent payment, and that the was cashed on March 7, 2014. The First Citizens records were accepted into evidence by the Magistrate Court.

9. SBA also offered its internal records showing that it paid rent to Lagroon each month from April 2013 to May 2014, including the disputed March 2014 rent payment. Each rent payment shown on the First Citizens records is in the same amount as the corresponding rent payment on SBA's internal records. Each rent payment shown on the First Citizens records was posted to the Barnett account one day after SBA made that payment, according to its internal records. The same is true for the disputed March 2014 rent payment. SBA's internal records were accepted into evidence.

10. After weighing the evidence and testimony, the Magistrate Court found in favor of SBA on the failure to pay rent claim. Magistrate Judge Johnson announced his decision from the

¹ The account was in the name of Kelli Barnett with an address associated with Lagroon. At trial, Lagroon did not argue that this was not the correct account or that SBA's rent payments should have been deposited into a different account.

bench on December 18, 2014 and issued an Order and written notice of judgment on December 22, 2014.

11. Lagroon filed his notice of appeal on January 28, 2015.

12. On February 9, 2015, the Magistrate Court filed the Return to Appeal. The Return found that the appeal was untimely and no return was required. On May 1, 2015, SBA filed a Motion to Dismiss the appeal as untimely.

13. By Order dated August 15, 2016, the Honorable Judge Allison Lee denied SBA's Motion to Dismiss and directed that the Magistrate Court file a complete return.

14. On September 16, 2016, the Magistrate Court filed a Second Return detailing the magistrate court proceedings. On November 11, 2014, SBA filed its Respondent's Brief.

15. The Court held a hearing on the appeal on October 17, 2016. Graham R. Billings, Esquire, appeared on behalf of SBA. Dr. R. Jay Lagroon appeared *pro se*. After accepting argument from both parties, the Court granted the parties an opportunity to file supplemental briefing.

16. On October 17, 2016, Robert Homlar, Esq., filed a notice of appearance on behalf of Lagroon. On November 7, 2016, Lagroon, through counsel, filed his Appellant's Brief and a transcript of the magistrate court proceedings. On November 14, 2016, SBA filed its Supplemental Respondent's Brief.

17. On November 21, 2016, the Court notified the parties via email of its decision to deny Lagroon's appeal and affirm the Order and judgment of the Magistrate Court and its intent to enter a formal written order reflecting that decision. This Order follows.

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CONCLUSIONS OF LAW

- I. **The Magistrate Court did not err in accepting SBA's exhibits into evidence or abuse his discretion in denying Lagroon's application for eviction.**

In magistrate court proceedings, trials are informal and evidentiary standards are relaxed in the interest of justice. Rule 13, South Carolina Rules of Magistrates Court. "Upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits." S.C. Code Ann. § 18-7-170. "In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact." *Id.* However, the circuit court may only consider questions that were presented to the magistrate court. *Indigo Associates v. Ryan Inv. Co.*, 314 S.C. 519, 523, 431 S.E.2d 271, 273 (Ct. App. 1993).

The Magistrate Court found that SBA established that it timely made the disputed March 2014 rent payment. As a result, the Magistrate Court found in favor of SBA and denied Lagroon's application for eviction. Lagroon failed to present evidence or argument on appeal establishing that the Magistrate Court abused his discretion or committed an error in reaching this decision.

Lagroon's argument that the Magistrate Court abused his discretion in accepting SBA's exhibits into evidence without testimony establishing a foundation or authenticity fails. The Magistrate Court did not err in accepting SBA's exhibits into evidence because the records were admissible, met an exception to the hearsay rule pursuant to Rule 803(6) of the South Carolina Rules of Evidence, and were relevant. Furthermore, because evidentiary standards in Magistrate's Court are relaxed and in the interests of justice, I find that the Magistrate Court properly accepted the exhibits into evidence despite the lack of testimonial evidence.

The Magistrate Court carefully reviewed and compared the internal SBA records and the records from the First Citizens account. The Magistrate Court also heard testimony from Lagroon

and his witness, observed their demeanors, and judged their credibility as well as the credibility of the exhibits offered by Lagroon. The Magistrate Court was in the best position to weigh all of the evidence, and after allowing both parties a full opportunity to present that evidence and arguments in support thereof, the Magistrate Court found in favor of SBA. I find that the Magistrate Court's decision finding in favor of SBA was in the interests of justice, and the Magistrate Court's decision finding that SBA timely paid rent is hereby affirmed.

II. The Magistrate Court did not err in refusing to admit the empty envelope into evidence.

The Magistrate Court accepted all exhibits offered by Lagroon into evidence except an empty envelope. Lagroon contends that the envelope is the original envelope which contained the cashier's check sent by First Citizens to Barnett. Transmittal of the cashier's check is not at issue in this action. Both parties agree that First Citizens mailed a cashier's check to Barnett and the cashier's check was deposited. [The disputed issue is the whether the cashier's check represented the funds from SBA's rent deposit or Ms. Felix's rent deposit.] The envelope has no bearing on this disputed issue. Accordingly, I find that the Magistrate Court did not err in refusing to admit the envelope into evidence.

III. The Magistrate Court did not abuse his discretion by denying Lagroon's motion for continuance.

"The grant or denial of a continuance lies with the sound discretion of the trial court and such ruling will not be reversed absent a clear showing of abuse of discretion." *M & M Grp., Inc. v. Holmes*, 379 S.C. 468, 474-75, 666 S.E.2d 262, 265 (Ct. App. 2008). "A tribunal necessarily exercises wide discretion in managing a case, and decisions denying a request for a continuance are 'rarely' overturned." *Trotter v. Trane Coil Facility*, 393 S.C. 637, 650, 714 S.E.2d 289, 295

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DRA

(2011) (citations omitted). "Every reasonable presumption in favor of a proper exercise of the trial court's discretion will be made." *Id.* (citation omitted).

The Magistrate Court was in the best position to weigh the ability of the parties to proceed to trial on the morning of December 18, 2014. No prejudice appears from the record; Lagroon was able to prepare multiple motions, testify, and present additional evidence and witnesses at trial. The Magistrate Court is vested with wide discretion in ruling on motions for a continuance and there is no indication this discretion was abused or should be overturned here.

IV. The Magistrate Court did not abuse his discretion by denying Lagroon's motion to record the proceedings by videotape or court reporter.

Civil proceedings in Magistrate Court are not required to be recorded by any means. Here, the Magistrate Court recorded the proceedings via audio recording. A copy of the recording was provided to Lagroon, and he arranged for the recording to be transcribed. Lagroon does not contend that the transcription was erroneous or inadequate in any way. Accordingly, Lagroon has suffered no prejudice from the denial of his motion. The Magistrate Court did not abuse his discretion by denying Lagroon's motion to record the proceedings by videotape or court reporter. Accordingly, this decision of the Magistrate Court is affirmed.

V. The Motion to Reconsider filed in Case No. 2014-CP-35-0034 did not deprive the Magistrate Court of subject matter jurisdiction or require trial to be continued.

An action between the same parties, *Robert Jay Lagroon v. SBA Steel, LLC*, Case No. 2014-CP-35-0034, was pending at the time of the magistrate court trial in this action on December 18, 2014. On October 27, 2014, the Honorable Judge Keesley issued an Order dismissing Lagroon's appeal in that prior action. Lagroon filed a motion to reconsider Judge Keesley's Order, which was pending in the Circuit Court in December 2014 when this matter was tried.

The motion to reconsider pending in Case No. 2014-CP-35-0034 has no effect on this action. There is no principle of law to support Lagroon's argument that the Magistrate Court was deprived of subject matter jurisdiction or that a continuance was warranted because of the pending motion to reconsider. The decision of the Magistrate Court is affirmed.

For the foregoing reasons, it is hereby **ORDERED** that the Magistrate Court's December 22, 2014 Order is affirmed;

It is further **ORDERED** that each of the grounds for appeal raised by Appellant R. Jay Lagroon are denied;

It is further **ORDERED** that Appellant R. Jay Lagroon's appeal is hereby dismissed;

It is further **ORDERED** that each party will bear its own costs associated with this appeal.

The circuit clerk is directed to mail a copy of this order to counsel of record.

AND IT IS SO ORDERED.

ENTERED: this 2 day of Nov, 2016



Hon. Donald B. Hocker
Circuit Court Judge

Lauren, South Carolina

8

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

FILED
GWENDOLYN D. IN THE COURT OF COMMON
) PLEAS ELEVENTH JUDICIAL
2016 DEC 21) CIRCUIT

ROBERT JAY LAGROON,

APPELLANT(S),

VS.

Clerk of Court
McCormick County, SC
Civil Action No. 2015-CP-35-0006

**Notice of Motion and Motion to
Reconsider, Alter or Amend or for
New Trial.**

SBA COMMUNICATIONS CORP.

RESPONDENT(S)

TO: THE HONORABLE DONALD B. HOCKER, Graham R. Billings Esquire attorney for Defendant, Please Take notice that the Plaintiff will move before the Honorable JUDGE HOCKER, within five days after service of this Motion or as soon thereafter, as counsel may be heard, for an Order Pursuant to Rule 59(e) so as to alter or amend the Order dated, December 7, 2016, received by this Plaintiff on December 16, 2016 and /or in the alternative, move pursuant to Rule 60 (b) to set aside the order, dated December 7, 2016 or Rule 59(a) for a new trial on the following grounds;

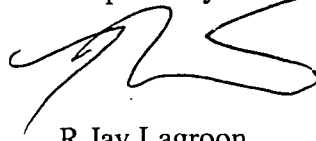
- 1) The disputed issue in this matter is whether the cashier's check represented the funds from SBA's account or funds deposited by Sheila Sonnenberg on behalf of Ms. Felix. The respondent, SBA presented **NO** internal records or testimony, which can be located by the Magistrate Clerk in the Magistrates Court file, that establish any lease payments were made to the appellant in February or March of 2014 as the internal records presented in the "Supplemental Respondent's Brief" attempt to establish. The "additional pages" of Defendant's Exhibit 5 are located neither in the Official Courts transcript or in the Magistrate Court's original file. The Circuit Court has no bases

to reach its instant decision without these documents which are **NOT** part of the original Court's file. Attached (Exhibit 1)

- 2) The appellant presented witness, Sheila Sonnenberg, who testified that in February 26, 2014 she deposited \$1,957.15 in cash into an account with First Citizens Bank on behalf of a woman named Ms. Felix. There is **No** record of any deposit by SBA into any First Citizens Bank or any other bank accounts in the amount of \$1957.15 in February or March of 2014. Therefore, the Court could not reach its instant decision based on the original record of the Magistrate Court.
- 3) The Court abused its discretion in denying the appellants motion for continuance based on the heavily medicated state of appellant because of the sexual abuse of his minor child, which rendered him unable to respond to the Courts questions as shown in the official Court's transcript on Page 5 line 21 and 25.
- 4) S.C. Code Ann. 18-7-10 states; "when a judgment is rendered by a magistrate's court, by the governing body of a county or by any other inferior court of jurisdiction, save the probate court, the appeal shall be to the circuit court of the county wherein the judgment rendered and shall amount to a supersedeas. "Therefore, the Magistrate Court lacked subject matter jurisdiction because a motion to alter or amend was pending in Case No. 2014-CP-35-0034. Under Judge Johnson's directive no hearings were to be scheduled until after the filing of the Court's Order of March 30, 2016.
- 5) **WHEREAS** THE PLAINTIFF in this action respectfully request the Order dated December 7, 2016 be Set Aside and **Vacated** as a matter of Law, or amended to **Grant** the Appeal of the Plaintiff and **award cost** the action under SCACR 222 in the amount of \$210.00 in filing fees and additional extraordinary cost which the Plaintiff incurred in preparation of this appeal, or in the alternative a new trial on the matter and other relief the Court deems just and proper.

(Signature to follow on the next page)

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'R Jay Lagroon', written over the closing text.

R Jay Lagroon
Post Office Box 234
Lincolnton, GA 30817

System: 6/17/2014 2:44:08 PM
User Date: 6/17/2014

SBA 2012 TC Assets, LLC
TRANSACTION INQUIRY REPORT
Payables Management

Page: 1
User ID: LSafai

or ID: 100441 ROBERT JAY LAGROON CUSTODIAL PARENT OF

Ranges: From: To:
Document Number First Last
Document Date 3/1/2013 6/17/2014
Type First Last

Sorted By: Document Date/Type Include: Work, Open, History

* Voided

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History REMIT00005184 00000000000043198	PMT	3/27/2013	\$1,900.15	Z-US\$	\$0.00

Total Documents: 2

CERTIFIED A TRUE AND CORRECT COPY
THE ORIGINAL OF WHICH IS ON FILE IN
THIS OFFICE

ATTEST: *Shondra A. Edwards*
CLERK
MCCORMICK COUNTY, S.C.



213

System: 6/17/2014 2:51:47 PM
User Date: 6/17/2014

SBA Steel, LLC
TRANSACTION INQUIRY REPORT
Payables Management

Page: 1
User ID: LSafai

For ID: 101791

ROBERT JAY LAGROON CUSTODIAL PARENT OF

Ranges: From: To:
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Include: Work, Open, History

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Origin	Document Number	Type	Doc Date	Original Amount	Unapplied Amount
Voucher/Payment Number	Due Date	Disc Date	Transaction Description	Currency ID	
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History	RENT 47752-0 07131	INV	6/14/2013	\$1,900.15	\$0.00
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THIS OFFICE
ATTEST: *Donald A. Edwards*
CLERK
McCORMICK COUNTY, S.C.

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STATE OF SOUTH CAROLINA

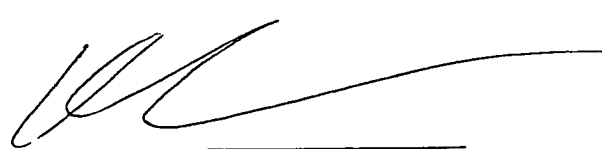
COUNTY OF MCCORMICK

R. Jay Lagroon ,
APPELLANT
vs.

SBA Communications Corp
RESPONDENT

) ELEVENTH JUDICIAL CIRCUIT
) FILED
) GWINNETT COUNTY
) IN THE COURT OF COMMON PLEAS
) 2017 JUN 13 A 9 21
) COURT OF APPEALS
) MCCORMICK COUNTY, SC ORDER
) CIVIL ACTION 2015-CP-35-0006
)
)
)
)
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After careful consideration, Appellant's Motion to Reconsider is respectfully denied.
SO ORDERED.


DONALD B. HOCKER
PRESIDING CIRCUIT COURT JUDGE

McCormick, South Carolina

Date: 12-22-16

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SC Court of Appeals

215

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

2014CV3510100096
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE

R. Jay Lagroon
Po Box 234
Lincolnton, GA 30817
(864) 391-9100

PLAINTIFF(S)

Vs

S B A Communication Corp.
791 Highway 7
McCormick, SC 29835

Tower on property

DEFENDANT(S)

Upon the application of the Plaintiff(s) listed above, which states:

**TENANT HAS FAILED TO PAY RENT WHEN DUE OR DEMANDED.
THE TERMS OR CONDITIONS OF THE LEASE HAVE BEEN VIOLATED.**

You the defendant(s) or lessee(s) of the premises located at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code of Laws Section 27-37-10 or contact the: McCormick Magistrate, 211 West Augusta Street, Extension, Post Office Box 1116, McCormick, SC 29835, (864) 852-2316, within ten (10) days excluding date of service, for the purpose of showing why you and all occupants should not be ejected from these premises.

FAILURE TO VACATE THE PREMISES OR TO RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

Monday, March 24, 2014

[Signature]
JUDGE, McCormick Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, says that he attempted to serve the Rule to Vacate or Show Cause on S B A Communication Corp. on:

DATE	TIME	INITIALS	DATE OF SERVICE
1. _____	_____	_____	_____
2. _____	_____	_____	TIME OF SERVICE _____
3. _____	_____	_____	SETTLED/DATE _____
			VACANT/DATE _____

Sworn to and subscribed before me

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT:

This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

On _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA)
COUNTY OF MCCORMICK)

IN THE MAGISTRATE'S COURT

R. Jay Lagroon
PO Box 234
Lincolnton, GA 30817
(864) 391-9100

Plaintiff,

vs.

SBA Communication Corp.,
791 Highway 7
McCormick, SC 29835

Defendant.

Civil Action No. 2013CV3510100096.

RESPONSE TO RULE TO VACATE
OR SHOW CAUSE &
COUNTERCLAIM OF DEFENDANT
SBA COMMUNICATION CORP.

(Hearing Requested)

Defendant SBA Steel LLC (incorrectly identified in Plaintiff's Rule to Show Cause petition as SBA Communication Corp.) appearing by and through its undersigned counsel, responding to the Rule to Vacate or Show Cause of Plaintiff, would respectfully show unto this Court the following:

FOR A FIRST DEFENSE

1. SBA denies the allegation that SBA has failed to pay rent when due or demanded.
2. SBA denies the allegation that SBA has violated the terms or conditions of the lease.
3. Any and all remaining allegations are denied.
4. SBA requests this Court to set a hearing and allow SBA to present testimonial and documentary evidence to respond to the allegations of the Rule to Vacate or Show Cause.



RECEIVED

4/14/14 SAE

5. SBA reserves the right to assert such additional and further affirmative defenses as may become apparent during the course of the litigation of this civil action.

FOR A SIXTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Breach of Contract / Wrongful Eviction)

6. Defendant SBA is, *inter alia*, an owner and operator of wireless communications infrastructure, including cellular telephone towers.

7. SBA is a party to a ground lease that pertains to the subject property. SBA owns and operates a cellular telephone tower that is located on the subject property pursuant to the ground lease.

8. SBA has at all times complied with the terms of the ground lease.

9. Plaintiff R. Jay Lagroon has failed to comply with the terms of the ground lease. Specifically, Plaintiff Lagroon has denied SBA and its agents access to the subject property and to the cellular telephone tower on that property in violation of the ground lease and has physically assaulted an SBA agent/employee who was attempting to access the subject property.

10. SBA has suffered damages as a direct and proximate result of Plaintiff's breach of contract and wrongful eviction.

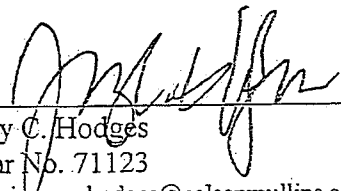
WHEREFORE, SBA respectfully requests that this Court enter an order:

- a. Dismissing, with prejudice, the Rule to Vacate or Show Cause and all claims asserted by Plaintiff Lagroon;
- b. Awarding SBA damages for Lagroon's breach of contract and wrongful eviction;
- c. Awarding SBA its costs and fees incurred in connection with defending the Rule to Vacate or Show Cause;

- c. Granting it immediate and continuing access to the subject property in accordance with the ground lease;
- d. Directing Plaintiff not to interfere with SBA's access to the subject property and to otherwise comply with the terms of the ground lease;
- e. Granting such other and further relief to SBA as this Court may deem appropriate and/or necessary and/or to which SBA is entitled.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____


Jeremy C. Hodges
SC Bar No. 71123
E-Mail: jeremy.hodges@nelsonmullins.com
Graham R. Billings
SC Bar No. 101117
E-Mail: graham.billings@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for SBA Steel LLC

Columbia, South Carolina

April 11, 2014.

**STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK**

S B A Communication Corp.
791 Highway 7
McCormick, SC 29835

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the Court of the
McCormick Magistrate, located at 211 West Augusta Street, Extension Post Office
Box 1116 McCormick, SC 29835 on May 15, 2014 at 10:00 AM to serve as a party in a
Bench Trial in the case of:

RE: R. Jay Lagroon

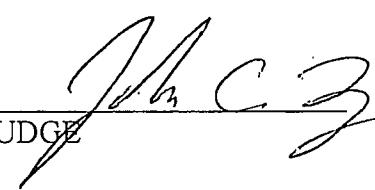
Vs S B A Communication Corp.

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2014CV3510100096, Rule to Vacate.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.



JUDGE

McCormick Magistrate
211 West Augusta Street, Extension Post Office Box 1116
McCormick, SC 29835
Phone: (864) 852-2316 Fax: (864) 852-2582

April 24, 2014

STATE OF SOUTH CAROLINA)

COUNTY OF MCCORMICK)

2014CV3510100096
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ANSWER TO COUNTERCLAIM

R. Jay Lagroon
Po Box 234
Lincolnton, GA 30817
(864) 391-9100

PLAINTIFF(S)
Vs

S B A
Communication
Corp.
791 Highway 7
McCormick, SC
29835

DEFENDANT(S)

On 4/28/14 I was served with a Counterclaim. My Answer to Counterclaim which is hereby filed with the McCormick County Summary Court, is as follows:

CHECK ONE:

- A. ☐ I admit everything in the complaint and do not want a trial.
B. ☐ I admit that I am responsible, but not for the total amount claimed because: (use additional pages if necessary)
C. ☒ I deny that I am responsible at all because: (use additional pages if necessary): because
Defendant has previously failed to pay rent
& continues to be in arrears. (P10 of the lease)
Plaintiff demands a trial by jury on Defendant's Counterclaim.

YOU MUST FILE THIS DOCUMENT WITH THE COURT BEFORE COURT DATE

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER TO COUNTERCLAIM IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: 4/29/2014

SIGNATURE OF DEFENDANT(S)/PLAINTIFF(S)/(ATTORNEY)

PLEASE RETURN TO:

McCormick County
McCormick Magistrate
211 West Augusta Street, Extension
Post Office Box 1116
McCormick, SC 29835
Phone: (864) 852-2316 Fax: (864) 852-2582

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

ROBERT JAY LAGROON

Plaintiff

VS.

SBA Communication Corp

Defendant

MAGISTRATE COURT CASE NO.
2014CV3510100096

MOTION TO RECUSE

Now Comes Plaintiff Robert Jay Lagroon who respectfully request the Honorable Judge John C. Long Recuse himself from any further proceedings in this matter based on the following:

- 1) The Judge has had exparte communications with both the parties in controversy.
- 2) The Judge is a potential witness in the case.
- 3) Prior Orders in this matter are pending appeal based upon the exercise of power beyond jurisdiction.


Robert Jay Lagroon

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
1320 Main Street / 17th Floor / Columbia, SC 29201
Tel: 803.799.2000 Fax: 803.255.9164
www.nelsonmullins.com

Jeremy C. Hodges
(Admitted in SC & WV)
Tel: 803.255.9766
Fax: 803.255.9164
jeremy.hodges@nelsonmullins.com

December 12, 2014

Via Electronic (psimpson@greenwoodsc.gov) & U.S. Mail

Hon. C. Ryan Johnson
Magistrate, Greenwood County
Greenwood County Courthouse
528 Monument Street
Greenwood, SC 29646

Re: R. Jay Lagroon v. SBA Communication Corp
Civil Case No. 2014CV3510100096 (McCormick County)
Our File No. 42438.09001

Dear Judge Johnson:

As you are aware, the trial of this matter is scheduled for Thursday December 12, 2014 at 9:00 a.m. in McCormick, SC. It is my understanding that the Plaintiff, Mr. Lagroon, has requested a continuance of the trial. Please note that my client, SBA Communication Corp. opposes the request for a continuance and respectfully asks that the matter be heard as scheduled next week.

It is worth pointing out that Mr. Lagroon's request for a continuance is based on his filing of a motion to reconsider the McCormick County Circuit Court's Order in an appeal (2014CP3534). Mr. Lagroon filed that appeal for the purpose of voiding an order issued by the Magistrate in McCormick County. The Circuit Court's order declared the Magistrate Court order void, thus giving Mr. Lagroon the relief he sought. The Circuit Court denied Mr. Lagroon's request for an award of fees and costs associated with the appeal, however, which is the only issue addressed by the motion to reconsider. That issue can be decided in due course by the Circuit Court and regardless of its outcome it will have no effect on the matter that has been assigned to Your Honor.

Thank you again for your attention to this matter and I look forwarding to appearing before you on Thursday of next week.

Hon. C. Ryan Johnson
December 12, 2014
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. C. Hodges', written in a cursive style.

Jeremy C. Hodges

JH1:

cc: Mr. R. Jay Lagroon

State of South Carolina

County of McCormick

R. Jay Lagroon

IN THE MAGISTRATE COURT

CASE # 2014-CP-35-10100096

NOTICE OF MOTION AND MOTION
FOR CHANGE OF VENUE

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

DEFENDANT(S)

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, R Jay Lagroon will move before the presiding Judge of the Magistrate Court in McCormick County, South Carolina on the 18th day of December 2014, for a change of Venue to Greenwood County Magistrate Court simply for the convenience of all parties.

TO: ALL DEFENSE COUNSEL OF RECORD

The Plaintiff, R. Jay Lagroon hereby files this Motion for Change of Venue to Greenwood County Magistrate Court.

By Order of Chief Justice Toal, The Honorable C. Ryan Johnson is appointed to dispose of the above referenced matter.

Judge Johnson is a resident Judge of the Greenwood County Magistrate Court in Greenwood South Carolina.

It is physically closer for all parties involved in the matter to have this matter disposed of in Greenwood County Magistrate Court.

Respectfully Submitted,

R. Jay Lagroon

PO Box 234

Lincolnton GA 30817

8

State of South Carolina

County of McCormick

R. Jay Lagroon

IN THE MAGISTRATE COURT

CASE # 2014-CP-35-10100096

NOTICE OF MOTION AND MOTION
FOR CONTINUANCE

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

DEFENDANT(S)

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, R Jay Lagroon will move before the presiding Judge of the Magistrate Court in McCormick County, South Carolina on the 18th day of December 2014, for a continuance of the date certain trial of the above referenced matter.

TO: ALL DEFENSE COUNSEL OF RECORD

The Plaintiff, R. Jay Lagroon hereby files this Motion for Continuance of the trial currently scheduled for December 18th, 2014.

The Plaintiff, R. Jay Lagroon is informed and believes that this Court lacks subject matter jurisdiction as the attached motion to reconsider, alter or amend or for a new trial is pending in the Court of Common Pleas. The Plaintiff is also informed and believes that previously by letter dated August 5, 2014, the presiding Judge Ryan Johnson has found the appeal from which this motion is filed, is related, relevant and binding over this matter. (attached)

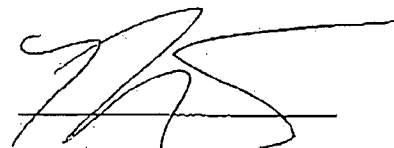
The Plaintiff, R. Jay Lagroon is informed and believes upon the recommendation of Dr. Jody Frey who is appointed by the Honorable Judge Deborah Neese of the McCormick County Family Court, he is unfit for trial on December 18, 2014, because of the emotional stresses suffered after the abduction and sexual abuse of his minor child which was reported to him on December 15, 2014 by the Honorable Alan Wilson, Attorney General of the State of South

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Carolina. This Honorable Court will please take notice; Dr. Lagroon was informed of the sexual abuse of his minor child only 72 hours before this matter is scheduled to be heard.

Furthermore, Defendants will not be prejudiced if this Motion is granted. The Plaintiff has established good and sufficient cause for continuance. Plaintiff also attaches and incorporates herein the letter of Dr. Jody Frey and South Carolina Attorney General Alan Wilson and the Affidavit of R. Jay Lagroon in compliance with SCRPC 40(i)(2).

Respectfully Submitted,



R. Jay Lagroon
Po Box 234
Lincolnton Ga 30817

State of South Carolina

County of McCormick

R. Jay Lagroon

IN THE MAGISTRATE COURT

CASE # 2014-CP-35-10100096

AFFIDAVIT
OF
ROBERT JAY LAGROON

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

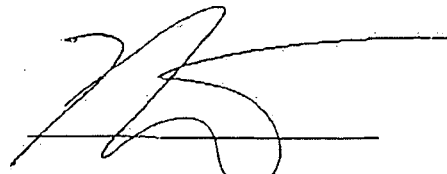
DEFENDANT(S)

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED, WHO UPON
BEING DULY SWORN DEPOSED AND SAYS:

1. My name is Robert Jay Lagroon and I am over 21 years of age and competent to make this affidavit.
2. On the night of June 18, 2014 my two minor children were abducted from my custody, care and control in violation of the Order of the Honorable Deborah Neese of the McCormick County Family Court.
3. On December 15, 2014, Alan Wilson, South Carolina Attorney General's Victim Services Coordinator, Ms. Toni Lawrimore informed me, via US mail that my minor son had been sexually abused by Shea Branden Masterson.
4. I immediately scheduled an appointment and was seen on December 16, 2014 by the Court appointed psychologist, Dr. Frey, in compliance with the Judge Neese's Order.
5. I am currently on Alprazolam prescription medication because of the above

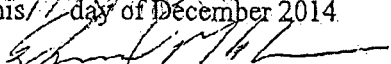
stated events, which will affect my ability to represent myself appropriately.

6. Further affiant sayeth not.



Robert Jay Lagroon

Sworn to before me ~~11/11/14~~
This ~~11~~ day of December 2014


Notary Public for South Carolina

My Commission expires: 11/30/15

From: Foolz LLC foolzbeveragewarehouse@aol.com
Subject:
Date: December 17, 2014 at 10:08 AM
To: R Jay Lagroon rlagroon69@aol.com





ALAN WILSON
ATTORNEY GENERAL

December 12, 2014

Ms. Rebecca Lagroon
791 Highway 7
McCormick, SC 29835

Re: State v. Shea Branden Masterson
Prosecution Information

Dear Ms. Lagroon:

The Office of the Attorney General has received the case of *State v. Shea Branden Masterson* regarding the charges of criminal sexual conduct with a minor second degree and criminal sexual conduct with a minor third degree. An Assistant Attorney General has been assigned to represent the State. As an identified representative of a victim in this case, you have the right to be notified of the case status.

I have enclosed a Victim Impact Statement. This form gives you the opportunity to disclose the impact that this crime has had on you and indicates your desire for notification during the criminal justice process, including any post-trial matters. If you would prefer, you may scan this form and email it to me at TLawrimore@scag.gov, fax it to my office at 803-253-6283, or return it in the envelope provided.

Thank you for your time. We are here to support you through this process. Please do not hesitate to call me toll-free (800-213-5652) with any questions or concerns.

Sincerely,

Toni Lawrimore
Victim Services Coordinator
TEL/tel
Enclosure



News Release

OFFICE OF ATTORNEY GENERAL ALAN WILSON
STATE OF SOUTH CAROLINA

For Immediate Release
December 3, 2014

Contact: J. Mark Powell
(803) 734-8670
mpowell@ag.southcarolina.gov

Greenwood Man Arrested for Criminal Sexual Conduct with Minor

(COLUMBIA, S.C.) South Carolina Attorney General Alan Wilson announced the arrest of Shea Branden Masterson, (DOB: 1/16/1989) of Greenwood, S.C., on two (2) counts connected to criminal sexual conduct with minors. The South Carolina Law Enforcement Division, a member of the Attorney General's Internet Crimes Against Children (ICAC) Task Force, made the arrest. The Greenwood County Sheriff's Office assisted.

After meeting via an online social networking site, investigators say Masterson had sexual relations with a minor in McCormick County on or around May 17, 2014. The victim disclosed this activity to SLED agents during an interview. Images found on the victim's telephone corroborated the information.

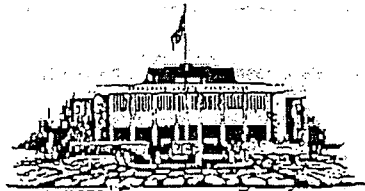
Masterson was arrested on December 2, 2014. He is charged with one (1) count of Criminal Sexual Conduct with a Minor, second degree, (§16-3-655(b)), a felony offense punishable by up to twenty (20) years imprisonment; and one (1) count of Criminal Sexual Conduct with a Minor, third degree, (§16-3-655(b)), a felony offense punishable by up to fifteen (15) years imprisonment.

The case will be prosecuted by the Attorney General's Office.

Attorney General Wilson stressed all defendants are presumed innocent unless and until they are proven guilty in a court of law.

###

County of Greenwood

C. RYAN JOHNSON
MAGISTRATETELEPHONE
(864) 942-8655SUITE 100
GREENWOOD COUNTY COURTHOUSE
528 MONUMENT STREET
GREENWOOD, SOUTH CAROLINA 29646

August 5, 2014

RE: Robert Jay Lagroon vs. NEXTEL South Corp. and Its Assignees
Case #: 2014CV3510100096

Dear Robert Jay Lagroon and Jeremy C. Hodges:

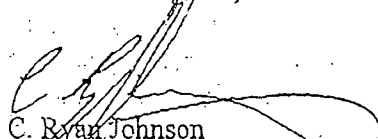
By order of Chief Justice Toal, I have been appointed to dispose of the above-referenced case. Upon review of the file, it appears that an appeal (2014CP3534) was filed with the McCormick County Clerk of Court on April 23, 2014. While the appeal is not directly of this pending case, I find that it is related, relevant, and binding over this matter. Therefore, there will not be any hearings or trials scheduled until the appeal has been resolved.

McCormick Common Pleas is not scheduled again until October. The clerk of court stated that the appeal will be placed on the docket at that time, but there is no guarantee that it will be heard. It would be inequitable to both parties to postpone this case until after that time.

I spoke with Judge Long about his order dated March 21, 2014 which precipitated the appeal. Judge Long stated that if the appeal were to be withdrawn, he would rescind his order so that this case may proceed. Therefore, I am requesting both parties work towards resolving this matter by consenting to withdraw the appeal. Once the appeal is withdrawn, this case can be disposed of in a speedy manner.

If you have any questions or concerns, please contact my court administrator, Pat Simpson, at (864)942-8574 or email psimpson@greenwoodsc.gov. Please notify the court of your intentions by August 22, 2014.

With Kind Regards,


C. Ryan Johnson
Magistrate, Greenwood County

CC: Honorable Judge John C. Long, McCormick County Magistrate

Joseph Frey, III, Ph. D., LLC
Licensed Psychologist & Diplomate in Clinical Psychology
P.O. Box 211008 454-B Fury's Ferry Road
Augusta, GA 30907

Phone: (706) 650-2027

FAX: (706) 860-3839

December 16, 2014

Honorable C. Ryan Johnson
Magistrate, Greenwood County
Greenwood County Courthouse
528 Monument Street
Greenwood SC 29646

RE: Dr. Robert J. Lagroon, named party in Rebecca Lagroon, Plaintiff v.
Robert J. Lagroon, Defendant; 11th Judicial Circuit, Case #2014-DR-
35-37

Dear Judge Johnson,

I am currently appointed by the Honorable Deborah Neese, Presiding Judge of the McCormick County Family Court, to make recommendations to said Court regarding the custody and disposition of the two children of Dr. Robert J. Lagroon and Ms. Rebecca Lagroon in the above-mentioned case. In this capacity, I have had an ongoing professional relationship with all parties in the case. I can speak regarding the psychological well-being of all four members of the family.

Dr. Lagroon and Ms. Lagroon have been involved in ongoing custody and visitation litigation for years. Recent litigation culminated in June 2014 when the children conspired with a neighbor to be taken to the home of their mother without knowledge of the Court or Mr. Lagroon. They were placed in protective custody of DSS for approximately two months at which time the Court placed them with Ms. Lagroon pending recommendations by yours truly. Among issues of note in the case was the suspicion that the older child, Daniel, had been communicating electronically and through social media with a homosexual predator.

On November 17, 2014 I wrote a letter to the Honorable Judge Neese that recommended the children be placed back in the custody of their father. On December 15, 2014 the South Carolina Attorney General informed Dr. Lagroon that an alleged sexual predator had been arrested and, according to Dr. Lagroon, acknowledged the sexual abuse of Daniel Lagroon. Dr. Lagroon informed me of this situation on December 16th.

Lagroon letter to Magistrate

December 16, 2014.

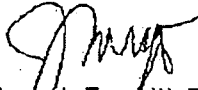
It was quite evident in talking about this event with Dr. Lagroon that he was upset and emotionally fragile. The news, even though it was suspected for some time, still hit him hard. He described having trouble concentrating, feeling emotionally overwhelmed, and having trouble accepting the news. This would be considered, from a psychological perspective, to be the normal response of a parent upon learning about this traumatic experience.

Dr. Lagroon, in the same conversation, informed me that he is scheduled in Magistrate Court for a jury trial on Thursday December 18, 2014. Based on the information Dr. Lagroon revealed to me regarding his mental state, I do not believe he can or should participate in a trial this soon following the news about Daniel.

Therefore, it is my opinion that the Court allow Dr. Lagroon 3-4 months to recover from this event. I hope the Court does not consider this an imposition. Nevertheless, I do feel that allowing him some time to recover from this situation is not just psychologically appropriate, but is also the right thing to do.

If I can be of any further help regarding this, please feel free to contact me.

Respectfully,



Joseph Frey III, Ph.D., ABBP
Licensed Psychologist and
Diplomate in Clinical Psychology

State of South Carolina

County of McCormick

R. Jay Lagroon

FILED
GWINNETT

IN THE COURT OF COMMON PLEAS

2014 NOV 10 AM 11:11 CASE # 2014-CP-35-0034

CLERK OF COURT
McCORMICK COUNTY, SCNOTICE OF MOTION AND MOTION
TO RECONSIDER, ALTER OR
AMEND OR FOR A NEW TRIAL
HEARING REQUESTED

PLAINTIFF

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

DEFENDANT(S)

TO: THE HONORABLE WILLIAM P. KEESLEY, Jeremy C. Hodges, Esquire attorney for Defendant, Please Take notice that the Plaintiff will move before the Honorable JUDGE KEESLEY, within five days after service of this Motion or as soon thereafter, as counsel may be heard, for Order Pursuant to Rule 59(e) so as to alter or amend the Order dated, October 27,, 2014, received by this Plaintiff on October 31, 2014 and /or in the alternative, move pursuant to Rule 60 (b) to set aside the order, dated October, 27, 2014 or Rule 59(a) for a new trial on the following grounds:

1) SCRCP Rule 75 states "Appeals to the circuit court shall be made upon the original record in the lower court or administrative agency or tribunal. Upon filing of notice of appeal in an action the original record shall be certified by the clerk of the inferior court or administrative agency or tribunal and transmitted within thirty (30) days to the clerk of the court to which the appeal is taken. If the lower court, agency or tribunal has no clerk, then the original record shall be certified and transmitted by the judge or chief official of the lower court, agency or tribunal. Upon motion for good cause shown, the court may extend the time for the lower court, agency or tribunal to prepare and certify the record. Upon

receipt of the certified record, the clerk of the circuit court shall give notice in writing to the parties that the record has been filed." At the time of this hearing and to date the lower court has not transmitted or certified the original record, and no request for an extension has been granted by the circuit court. At the time of the hearing and to date this Plaintiff has not received notice from the clerk of the circuit court that the record has been filed. Prior to the hearing this Plaintiff has brought this to the Courts attention by filing a Writ of Mandamus which to date has not been ruled upon. The fact that the record was not available prior to the hearing prevented this plaintiff from perfecting his appeal in accordance with the South Carolina Rules of Civil Procedure, which makes this Order and Judgment improper.

WHEREAS THE PLAINTIFF in this action respectfully request the Order dated October 27, 2014 be Set Aside and Vacated as a matter of Law, or amended to Grant the Appeal of the Plaintiff and award cost the action under SCACR 222 in the amount of \$185.00 in filing fees and additional extraordinary cost which the Plaintiff incurred in preparation of this appeal, or in the alternative a new trial on the matter and other relief the Court deems just and proper.

Respectfully Submitted,



R. Jay Lagroon
Po Box 234
Lincolnton Ga 30817

STATE OF SOUTH CAROLINA)

COUNTY OF MCCORMICK)

2014 OCT 27 PM 3:20

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

CLERK OF COURT

ROBERT JAY LAGROON, MCCORMICK COUNTY CIVIL Action No. 2014-CP-35-0034

APPELLANT(S),)

vs.)

ORDER

NEXTEL SOUTH CORP AND ITS)

ASSIGNEES)

RESPONDENT(S).)

This matter came before the Court by virtue of a Notice of Appeal filed by the Appellant, Robert Jay Lagroon. Mr. Lagroon appeals from a March 21, 2014 Order entered by the Honorable John C. Long of the McCormick County Magistrate's Court. Mr. Lagroon is representing himself pro se. The Respondent SBA Steel LLC (as the assignee of Nextel South Corp.) is represented by Jeremy C. Hodges and Graham R. Billings.

After consideration of the Notice of Appeal, the Court's file in this matter, and relevant authorities, I hereby make the following findings of fact and conclusions of law:

1. The Hon. John C. Long signed an Order dated March 21, 2014 concerning access to a certain parcel of real property in McCormick County. The Order recites that the subject property is owned by the Appellant, Robert Jay Lagroon, and leased by Nextel South Corp. and its assignees.

2. On April 23, 2014, Appellant filed a Notice of Civil Appeal in this Court which was assigned Civil Action No. 2014-CP-3534. The grounds for the appeal as set forth in the Notice of Appeal are that Judge Long's Order was issued: a) outside of any

case or controversy that was pending in the McCormick County Magistrate's Court; b) without notice to the Appellant; c) without an opportunity for the Appellant to be heard or present evidence; and d) where the Court lacked jurisdiction to issue the Order.

3. SBA Steel LLC noticed its appearance, through counsel, as an assignee of Nextel South Corp. on or about May 19, 2014.

4. On or about June 18, 2014, SBA Steel LLC filed a Rule 12(b)(1) Motion to Dismiss Civil Appeal for Lack of Jurisdiction. SBA Steel LLC subsequently withdrew its Motion to Dismiss on or about September 15, 2014.

5. On or about October 10, 2014, SBA Steel LLC filed a Stipulation wherein it notified this Court that it effectively had no objection to this Court declaring Judge Long's March 21, 2014 order null and void on the grounds set forth in the Notice of Appeal.

6. Accordingly, this matter is ripe for disposition.

The Court has considered these issues, its file, and relevant authorities, and hereby FINDS as follows:

7. Plaintiffs' Notice of Appeal seeks to have this Court declare Magistrate Judge Long's March 21, 2014 Order null and void on the grounds, *inter alia*, that it was issued outside of a case or controversy and without the opportunity for both parties to appear and present evidence.

8. SBA Steel LLC as assignee of Nextel South Corp. has noted that it does not oppose or otherwise object to the Notice of Appeal insofar as it seeks to have the Magistrate Judge Long's March 21, 2014 Order declared null and void.

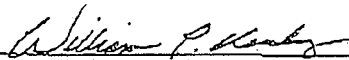
Accordingly, it is hereby ORDERED that the March 21, 2014 Order of the Hon. Magistrate Judge John C. Long is declared Null and Void;

It is further ORDERED that Appellant Robert Jay Lagroon's appeal is hereby dismissed;

It is further ORDERED that each party will bear its own costs associated with this appeal.

The circuit clerk is directed to mail a copy of this order to counsel of record.

ENTERED: this 27th day of Oct, 2014



THE HON. WILLIAM P. KEESLEY

Edgefield, South Carolina

#3

239

State of South Carolina

County of McCormick

R. Jay Lagroon

IN THE MAGISTRATE COURT

CASE # 2014-CP-35-10100096

NOTICE OF MOTION AND MOTION
TO VIDEOTAPE TRIAL OR FOR
COURT REPORTER

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

DEFENDANT(S)

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, R Jay Lagroon will move before the presiding Judge of the Magistrate Court in McCormick County, South Carolina on the 18th day of December 2014, To videotape all proceedings in the matter or in the alternative have a certified Court Reporter produce a certified transcript of all proceedings.

TO: ALL DEFENSE COUNSEL OF RECORD

The Plaintiff R Jay Lagroon hereby files this Motion to videotape all proceedings in the matter or in the alternative have a certified Court Reporter produce a certified transcript of all proceedings in this matter.

In so much that there is currently no clear and concise record of previous proceedings in the Magistrate Court of McCormick County.

In so much that no record as been transmitted in the previous Magistrate Court proceedings and to date no clear and concise record is available even though a Writ of Mandamus is pending in the Court of Common Pleas.

The Plaintiff moves this Court to allow Robert Jay Lagroon to videotape all proceedings in this matter or in the alternative have a certified Court Reporter present at trial to produce a certified transcript of all proceedings.

Respectfully Submitted,

Robert Jay Lagroon
PO Box 254
Lincolnton GA 30817



COPY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF MCCORMICK)
)
 R. JAY LAGROON)
 PLAINTIFF)
)
 -vs.-)
)
 SBA COMMUNICATION CORP,)
 DEFENDANT)

IN THE MAGISTRATE COURT

FINAL ORDER

2014CV3510100096
 CIVIL CASE NUMBER

Summary of Pleadings and Proceedings

On March 24, 2014, the plaintiff filed an application for eviction against the defendant claiming (1) The tenant fails or refuses to pay the rent when due or when demanded and (2) The terms or conditions of the lease have been violated. On April 14, 2014, the defendant responded to the application, denied the allegations of the plaintiff and filed a counterclaim for breach of contract. The plaintiff answered the counterclaim on April 29, 2014 and requested a jury trial on the counterclaim only.

On December 18, 2014, all three causes of action were addressed in the Magistrate's Court before Judge C. Ryan Johnson. The plaintiff's action for failure to pay rent was heard as a bench trial. After the presentation of all of the testimony and evidence, the court found that the defendant had paid rent as agreed and denied the plaintiff's application. The plaintiff's action for violation of a term or condition of the lease was dismissed on motion for summary judgment. The defendant's counterclaim for breach of contract was presented to the jury. After deliberation, the jury returned a verdict in favor of the plaintiff.

Jurisdiction

The Court has both Personal and Subject Matter Jurisdiction. The parcel of land owned by R. Jay Lagroon and leased to SBA Communication Corp (SBA) is located in McCormick County, SC. Both parties appeared in court on December 18, 2014 and neither party challenged personal jurisdiction.

Plaintiff's action for failure to pay rent

On October 26, 2004, Lagroon and SBA¹ entered into a ground lease agreement, allowing SBA to erect a cell tower on the property. In exchange, SBA was to pay rent of \$1,500.00² to Lagroon. Rent was arranged to be paid by SBA through direct deposit into an account of Lagroon's choosing. Rent is always due by the first of the month.

Lagroon claims that SBA did not pay rent for the month of March 2014. Bank records show that on February 25, 2014, SBA deposited \$1,957.15 into the account in which Lagroon had previously received rent deposits. At the time of the deposit, the account was closed. The bank recorded the deposit into the closed account on February 26, 2014 and issued Lagroon a cashier check for \$1,957.15 on February 28, 2014. Lagroon deposited the cashier check on March 7, 2014.

After reviewing the testimony and evidence presented, the court finds the facts as stated and denies the plaintiff's application for eviction.

Plaintiff's action for violation of a term or condition of the lease

The plaintiff alleges that SBA is required to provide notice before SBA access the property or removes the cell tower. SBA denies the allegations and moved for summary judgment on the issue. The facts viewed in the light most favorable to the plaintiff are as follows.

Sometime in December 2013, SBA decided to remove the cell tower from the property. On February 25, 2014, SBA sent a contractor to the property to begin taking down the cell tower. Lagroon confronted the contractor and called law enforcement. After law enforcement arrived, the contractor left the property. SBA did not return to the property after this incident.

The only sections of the lease addressing removal of the cell tower and access to the cell tower are Sections 6(a) and (c). Section 6(a) of the lease grants SBA the right to construct, erect, maintain, replace, remove, operate, and upgrade the premises. Section 6(c) grants SBA's agents, employees, and contractors twenty-four hours a day, seven days a week access to the property, without notice.

As the lease does not require notice to be given for either accessing or removing the property, the plaintiff's application is summarily dismissed. Further,

even if a violation did exist, the plaintiff did not send the defendant notice to cure as required in Section 10 of the lease.

Defendant's counterclaim for breach of contract

The plaintiff requested a jury trial on the defendant's counterclaim. The trial was held on December 18, 2014. After presentation of the evidence, arguments of the parties, and instruction on the law, the jury returned a verdict in favor of the plaintiff. The court accepted the jury's verdict, denying the defendant's claim.

Therefore, it is ORDERED:

The Plaintiff's application for eviction based on failure to pay rent is denied.

The Plaintiff's application for eviction based on the defendant's violation of a term or condition of the lease is dismissed.

The Defendant's counterclaim for breach of contract is denied.

Pursuant to SC Code §27-37-110, SBA shall remain in possession of the property, SBA shall have unrestricted access to the property, and SBA shall continue to pay rent until the termination of the lease by agreement or operation of law.

It is so ORDERED, this 22nd day of December, 2014.


C. Ryan Johnson, Magistrate
by special appointment
for McCormick County

¹ The original tenant listed on the lease is Nextel South Corp. At some time before February 2014, the lease was assigned to SBA.

² The original lease established rent at \$1,500.00 and allowed for the rent to increase annually. By February 2014, SBA was paying rent in the amount of \$1,957.15.

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

R. JAY LAGROON

APPELLANT (S)

VS.

SBA COMMUNICATION CORP.

RESPONDENT (S)

COMMON PLEAS CASE NUMBER

2014CV3510100096

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

2015CP3506

The plaintiff, R. JAY LAGROON hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of MCCORMICK.

This notice of appeal is made subsequent to personal notice of the judgment, which was received on the 28TH day of December 2014.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

A

The Court lacked subject matter jurisdiction as the attached motion to reconsider is currently pending in the Court of Common Pleas. Because the motion is still pending it was inappropriate to move forward with any proceedings in this matter. The Plaintiff informed the Court of this pending motion by letter dated December 10, 2014. (Attached)

B

The Court erred in denying the plaintiff's application for eviction and finding SBA had paid rent in so much that over the objection of the plaintiff the defendant was allowed to place false bank records into evidence without any testimony establishing a foundation or authenticity of the documents. In order to reach the Courts logical judgment it had to rely on this evidence as there was no other evidence to establish this fact.

The plaintiff presented witness Shelia Sonnenberg RN who testified she personally deposited the amount \$1957.15 on 2/26/2014 by handing \$1957.15 in cash to First Citizens representative Teresa Taylor at the Baston Road Branch of First Citizens Bank for tenant Ms. Leona Felix. Ms. Sonnenberg further testified that because of Ms. Leona Felix illness she was unable to operate/drive an automobile and that she (Ms. Sonnenberg) commonly ran personal errands for Ms. Felix in addition to her normal nursing duties.

245

C

The Court erred in denying the plaintiff's request to place the following documents into evidence which clearly support the plaintiff's position that indeed the money deposited into First Citizens Bank on February 26, 2014 by Ms. Sheila Sonnenberg, was indeed the funds of Ms. Leona Felix.

1. The commercial lease of Ms. Leona Felix, which documents her lease amount of \$1957.15 for the year of 2014. (attached)
2. Letter dated January 18, 2014 to Ms. Leona Felix stating the amount of her lease for 2014, in the amount of \$1957.15. (attached)
3. The original envelop from First Citizens Bank postmarked March 4, 2014 from 342 Baston Rd. Martinez, GA 30907 which contained the cashier check, signed by Ms. Teresa Taylor, deposited on March 7, 2014. (attached)
4. Original cashiers check stub 5019895 from First Citizens Bank dated February 28, 2014, in the amount of \$1957.14 from Branch 817 (342 Baston Rd. Martinez GA. 30907). This check stub also bears the initials (TAT04), of the First Citizens representative who authorized and signed this cashiers check, (Teresa A. Taylor) (attached).

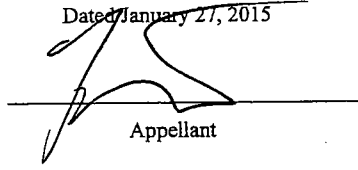
D

1. The Court abused its discretion by denying the plaintiffs motion for continuance because the plaintiff was under the influence of prescription medication, which impaired his ability to accurately, prepare for or present his case.
2. The Court abused its discretion by denying the plaintiffs motion for continuance which was supported by the letter of the Family Court appointed psychologist Dr. Jody Frey.
3. The Court abused its discretion by denying the plaintiffs motion for continuance because there is a motion for reconsideration which is both binding over this matter and pending in the Court of Common Pleas, (Case number 2014CP3534), in an appeal, which has arisen from the above stated Magistrate Court Action.
4. The Court abused its discretion by denying the plaintiffs motion to video record or have a certified Court Reporter present at the proceeding to obtain a clear record of

the proceedings and the mental and physical condition of the plaintiff at the time of trial.

Wherefore the plaintiff prays this Honorable Court issue and Order **Granting** the application for eviction based on the failure to pay rent as a violation of the terms or conditions of the lease and denying SBA any access to the premises. The plaintiff also respectfully request an Order denying SBA any access to the premises until such time that this matter be adjudicated in accordance with the laws of this great state.

Dated January 27, 2015


Appellant

State of South Carolina (GIVEN) (715) IN THE MAGISTRATE COURT

County of McCormick 2015 JAN 28 PM 3:15 CASE # 2014-CP-35-10100096

R. Jay Lagroon

CLERK OF COURT
McCORMICK COUNTY, SC

NOTICE OF MOTION AND MOTION
FOR CHANGE OF VENUE

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

DEFENDANT(S)

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, R Jay Lagroon will move before the presiding Judge of the Magistrate Court in McCormick County, South Carolina on the 18th day of December 2014, for a change of Venue to Greenwood County Magistrate Court simply for the convenience of all parties.

TO: All DEFENSE COUNSEL OF RECORD

The Plaintiff, R. Jay Lagroon hereby files this Motion for Change of Venue to Greenwood County Magistrate Court.

By Order of Chief Justice Toal, The Honorable C. Ryan Johnson is appointed to dispose of the above referenced matter.

Judge Johnson is a resident Judge of the Greenwood County Magistrate Court in Greenwood South Carolina.

It is physically closer for all parties involved in the matter to have this matter disposed of in Greenwood County Magistrate Court.

Respectfully Submitted,

R. Jay Lagroon
PO Box 234
Lincolnton GA 30817

- L. H. H.
- R. J. T.

FILED
JAN 28 2015

2015 JAN 28 PM 3:16)

CLERK OF COURT
STATE OF SOUTH CAROLINA
MCCORMICK COUNTY, SC

CASE# 2014-CP-35-10100096

MAGISTRATE CIVIL CASE NUMBER

COUNTY OF MCCORMICK

ROBERT JAY LAGROON

Plaintiffs

CERTIFICATE OF SERVICE

VS.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

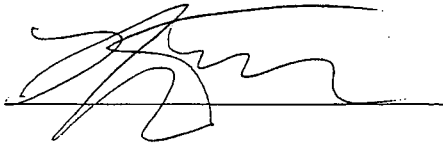
Defendants

The undersigned Robert Jay Lagroon does hereby certify that service of the **Motion for Change of Venue** in the above captioned matter was made upon all parties by placing copies in the United States Mail first class postage prepaid, on December 16, 2014, at the below listed address clearly indicated on said envelopes this the addressed as follows:

Nelson, Mullins, Riley, & Scarborough LLP

1320 Main St. / 17th Floor

Columbia, SC 29201



State of South Carolina

County of McCormick

R. Jay Lagroon

FILED
2015 JAN 28 PM 3:45
CLERK OF COURT
McCORMICK COUNTY, SC
IN THE MAGISTRATE COURT
CASE # 2014-CP-35-10100096

NOTICE OF MOTION AND MOTION
TO VIDEOTAPE TRIAL OR FOR
COURT REPORTER

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

DEFENDANT(S)

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, R Jay Lagroon will move before the presiding Judge of the Magistrate Court in McCormick County, South Carolina on the 18th day of December 2014, To videotape all proceedings in the matter or in the alternative have a certified Court Reporter produce a certified transcript of all proceedings.

TO: All DEFENSE COUNSEL OF RECORD

The Plaintiff, R. Jay Lagroon hereby files this Motion to videotape all proceedings in this matter or in the alternative have a certified Court Reporter produce a certified transcript of all proceedings in this matter.

In so much that there is currently no clear and concise record of previous proceedings in the Magistrate Court of McCormick County.

In so much that no record as been transmitted in the previous Magistrate Court proceedings and to date no clear and concise record is available even though a Writ of Mandamus is pending in the Court of Common Pleas.

The Plaintiff moves this Court to allow Robert Jay Lagroon to videotape all proceedings
in this matter or in the alternative have a certified Court Reporter present at trial to produce a
certified transcript of all proceedings.

Respectfully Submitted,

R. Jay Lagroon
PO Box 234
Lincolnton GA 30817

State of South Carolina

County of McCormick

R. Jay Lagroon

CLERK OF COURT
McCORMICK COUNTY, SC

IN THE MAGISTRATE COURT

CASE # 2014-CP-35-10100096

NOTICE OF MOTION AND MOTION
FOR CONTINUANCE

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

DEFENDANT(S)

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, R Jay Lagroon will move before the presiding Judge of the Magistrate Court in McCormick County, South Carolina on the 18th day of December 2014, for a continuance of the date certain trial of the above referenced matter.

TO: ALL DEFENSE COUNSEL OF RECORD

The Plaintiff, R. Jay Lagroon hereby files this Motion for Continuance of the trial currently scheduled for December 18th, 2014.

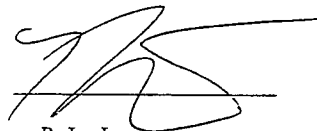
The Plaintiff, R. Jay Lagroon is informed and believes that this Court lacks subject matter jurisdiction as the attached motion to reconsider, alter or amend or for a new trial is pending in the Court of Common Pleas. The Plaintiff is also informed and believes that previously by letter dated August 5, 2014, the presiding Judge Ryan Johnson has found the appeal from which this motion is filed, is related, relevant and binding over this matter. (attached)

The Plaintiff, R. Jay Lagroon is informed and believes upon the recommendation of Dr. Jody Frey who is appointed by the Honorable Judge Deborah Neese of the McCormick County Family Court, he is unfit for trial on December 18, 2014, because of the emotional stresses suffered after the abduction and sexual abuse of his minor child which was reported to him on December 15, 2014 by the Honorable Alan Wilson, Attorney General of the State of South

Carolina. This Honorable Court will please take notice; Dr. Lagroon was informed of the sexual abuse of his minor child only 72 hours before this matter is scheduled to be heard.

Furthermore, Defendants will not be prejudiced if this Motion is granted. The Plaintiff has established good and sufficient cause for continuance. Plaintiff also attaches and incorporates herein the letter of Dr. Jody Frey and South Carolina Attorney General Alan Wilson and the Affidavit of R. Jay Lagroon in compliance with SCRPC 40(i)(2).

Respectfully Submitted,



R. Jay Lagroon
Po Box 234
Lincolnton Ga 30817

State of South Carolina

IN THE MAGISTRATE COURT

County of McCormick

2015 JAN 28 PM 3:16 CASE # 2014-CP-35-10100096

R. Jay Lagroon

CLERK OF COURT
McCORMICK COUNTY, SC

AFFIDAVIT

OF

ROBERT JAY LAGROON

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

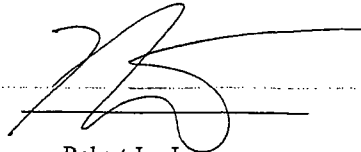
DEFENDANT(S)

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED, WHO UPON
BEING DULY SWORN DEPOSED AND SAYS:

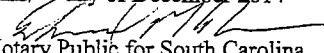
1. My name is Robert Jay Lagroon and I am over 21 years of age and competent to make this affidavit.
2. On the night of June 18, 2014 my two minor children were abducted from my custody, care and control in violation of the Order of the Honorable Deborah Neese of the McCormick County Family Court.
3. On December 15, 2014, Alan Wilson, South Carolina Attorney General's Victim Services Coordinator, Ms. Toni Lawrimore informed me, via US mail that my minor son had been sexually abused by Shea Branden Masterson.
4. I immediately scheduled an appointment and was seen on December 16, 2014 by the Court appointed psychologist, Dr. Frey, in compliance with the Judge Neese's Order.
5. I am currently on Alprazolam prescription medication because of the above

stated events, which will affect my ability to represent myself appropriately.

6. Further affiant sayeth not.



Robert Jay Lagroon

Sworn To before me *17th Dec*
This *17th* day of December 2014

Notary Public for South Carolina
My Commission expires: *11/30/15*

From: Foolz LLC foolzbeveragewarehouse@aol.com

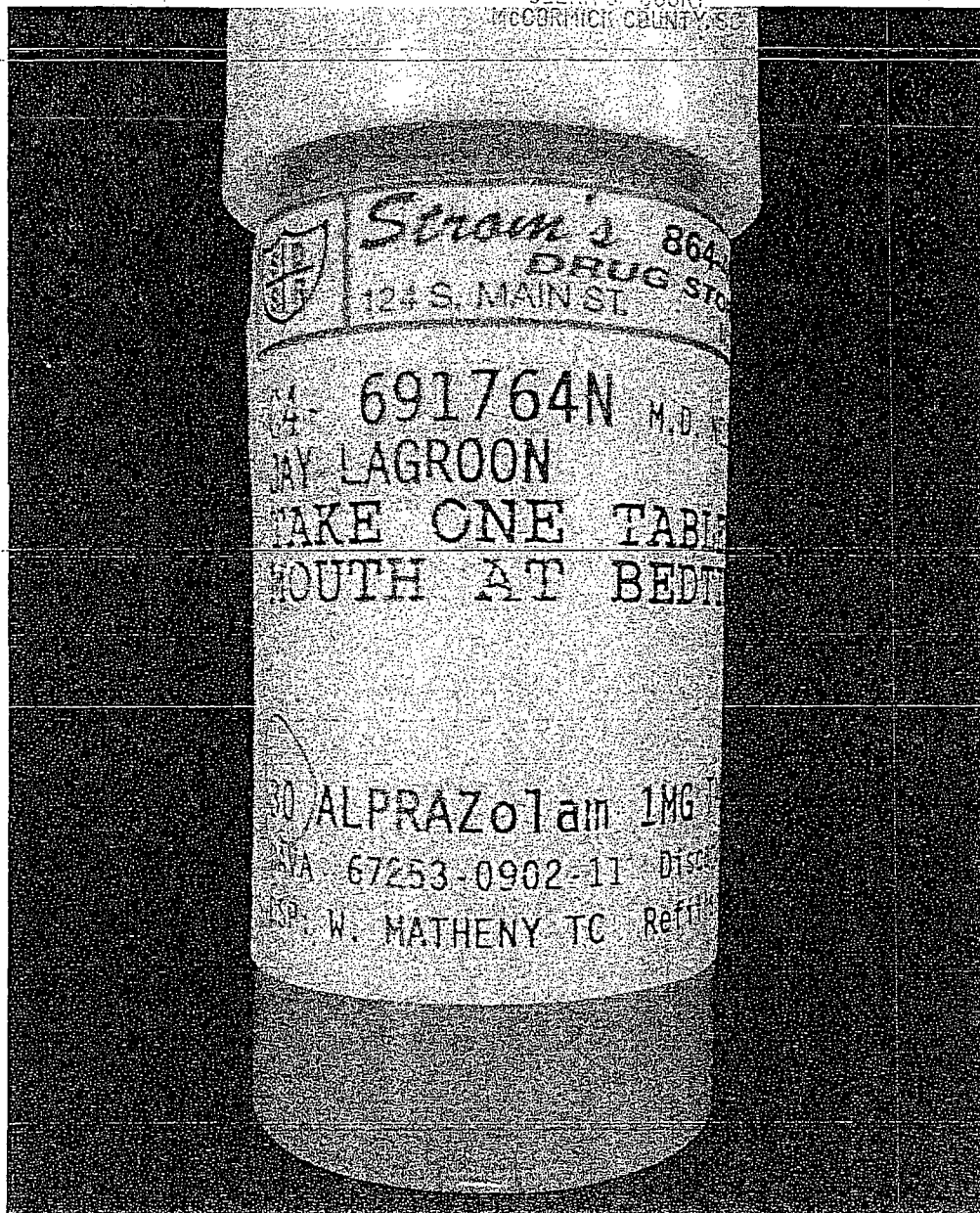
Subject:

Date: December 17, 2014 at 10:08 AM

To: R Jay Lagroon rlagroon63@aol.com

2015 JAN 28 PM 3:16

CLERK OF COURT
MCCORMICK COUNTY, SC





FILED
JAN 28 2015

2015 JAN 28 PM 3:16

CLERK OF COURT
McCORMICK COUNTY, SC

ALAN WILSON
ATTORNEY GENERAL

December 12, 2014

Ms. Rebecca Lagroon
791 Highway 7
McCormick, SC 29835

Re: State v. Shea Branden Masterson
Prosecution Information

Dear Ms. Lagroon:

The Office of the Attorney General has received the case of *State v. Shea Branden Masterson* regarding the charges of criminal sexual conduct with a minor second degree and criminal sexual conduct with a minor third degree. An Assistant Attorney General has been assigned to represent the State. As an identified representative of a victim in this case, you have the right to be notified of the case status.

I have enclosed a Victim Impact Statement. This form gives you the opportunity to disclose the impact that this crime has had on you and indicates your desire for notification during the criminal justice process, including any post-trial matters. If you would prefer, you may scan this form and email it to me at TLawrimore@scag.gov, fax it to my office at 803-253-6283, or return it in the envelope provided.

Thank you for your time. We are here to support you through this process. Please do not hesitate to call me toll-free (800-213-5652) with any questions or concerns.

Sincerely,

Toni Lawrimore
Victim Services Coordinator
TEL/tel
Enclosure



News Release

FILED
2015 JAN 28 PM 3:16

OFFICE OF ATTORNEY GENERAL ALAN WILSON
STATE OF SOUTH CAROLINA
CLERK OF COURT
GREENWOOD COUNTY, SC

For Immediate Release
December 3, 2014

Contact: J. Mark Powell
(803) 734-3670
mpowell@sca.gov

Greenwood Man Arrested for Criminal Sexual Conduct with Minor

(COLUMBIA, S.C.) South Carolina Attorney General Alan Wilson announced the arrest of Shea Branden Masterson, (DOB: 1/16/1989) of Greenwood, S.C., on two (2) counts connected to criminal sexual conduct with minors. The South Carolina Law Enforcement Division, a member of the Attorney General's Internet Crimes Against Children (ICAC) Task Force, made the arrest. The Greenwood County Sheriff's Office assisted.

After meeting via an online social networking site, investigators say Masterson had sexual relations with a minor in McCormick County on or around May 17, 2014. The victim disclosed this activity to SLED agents during an interview. Images found on the victim's telephone corroborated the information.

Masterson was arrested on December 2, 2014. He is charged with one (1) count of Criminal Sexual Conduct with a Minor, second degree, (§16-3-655(b)), a felony offense punishable by up to twenty (20) years imprisonment; and one (1) count of Criminal Sexual Conduct with a Minor, third degree, (§16-3-655(b)), a felony offense punishable by up to fifteen (15) years imprisonment.

The case will be prosecuted by the Attorney General's Office.

Attorney General Wilson stressed all defendants are presumed innocent unless and until they are proven guilty in a court of law.

###

County of Greenwood

C. RYAN JOHNSON
MAGISTRATE



2015 JAN 28 PM 3:17

TELEPHONE

CLERK OF COURT (864) 942-8655
McCORMICK COUNTY, SC

SUITE 100
GREENWOOD COUNTY COURTHOUSE
528 MONUMENT STREET
GREENWOOD, SOUTH CAROLINA 29646

August 5, 2014

RE: Robert Jay Lagroon vs. NEXTEL South Corp. and Its Assignees
Case #: 2014CV3510100096

Dear Robert Jay Lagroon and Jeremy C. Hodges:

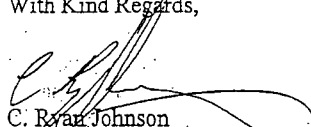
By order of Chief Justice Toal, I have been appointed to dispose of the above-referenced case. Upon review of the file, it appears that an appeal (2014CP3534) was filed with the McCormick County Clerk of Court on April 23, 2014. While the appeal is not directly of this pending case, I find that it is related, relevant, and binding over this matter. Therefore, there will not be any hearings or trials scheduled until the appeal has been resolved.

McCormick Common Pleas is not scheduled again until October. The clerk of court stated that the appeal will be placed on the docket at that time, but there is no guarantee that it will be heard. It would be inequitable to both parties to postpone this case until after that time.

I spoke with Judge Long about his order dated March 21, 2014 which precipitated the appeal. Judge Long stated that if the appeal were to be withdrawn, he would rescind his order so that this case may proceed. Therefore, I am requesting both parties work towards resolving this matter by consenting to withdraw the appeal. Once the appeal is withdrawn, this case can be disposed of in a speedy manner.

If you have any questions or concerns, please contact my court administrator, Pat Simpson, at (864)942-8574 or email psimpson@greenwoodsc.gov. Please notify the court of your intentions by August 22, 2014.

With Kind Regards,


C. Ryan Johnson
Magistrate, Greenwood County

CC: Honorable Judge John C. Long, McCormick County Magistrate

Joseph Frey, III, Ph. D., LLC
Licensed Psychologist & Diplomate in Clinical Psychology
P.O. Box 211008 454-B Furry's Ferry Road
Augusta, GA 30907

Phone: (706) 650-2027

CLERK OF COURT
MCCORMICK COUNTY, SC
FAX: (706) 860-3839

December 16, 2014

Honorable C. Ryan Johnson
Magistrate, Greenwood County
Greenwood County Courthouse
528 Monument Street
Greenwood SC 29646

RE: Dr. Robert J. Lagroon, named party in Rebecca Lagroon, Plaintiff v.
Robert J. Lagroon, Defendant; 11th Judicial Circuit, Case # 2014-DR-
35-37

Dear Judge Johnson,

I am currently appointed by the Honorable Deborah Neese, Presiding Judge of the McCormick County Family Court, to make recommendations to said Court regarding the custody and disposition of the two children of Dr. Robert J. Lagroon and Ms. Rebecca Lagroon in the above-mentioned case. In this capacity, I have had an ongoing professional relationship with all parties in the case. I can speak regarding the psychological well-being of all four members of the family.

Dr. Lagroon and Ms. Lagroon have been involved in ongoing custody and visitation litigation for years. Recent litigation culminated in June 2014 when the children conspired with a neighbor to be taken to the home of their mother without knowledge of the Court or Mr. Lagroon. They were placed in protective custody of DSS for approximately two months at which time the Court placed them with Ms. Lagroon pending recommendations by yours truly. Among issues of note in the case was the suspicion that the older child, Daniel, had been communicating electronically and through social media with a homosexual predator.

On November 17, 2014 I wrote a letter to the Honorable Judge Neese that recommended the children be placed back in the custody of their father. On December 15, 2014 the South Carolina Attorney General informed Dr. Lagroon that an alleged sexual predator had been arrested and, according to Dr. Lagroon, acknowledged the sexual abuse of Daniel Lagroon. Dr. Lagroon informed me of this situation on December 16th.

December 16, 2014

It was quite evident in talking about this event with Dr. Lagroon that he was upset and emotionally fragile. The news, even though it was suspected for some time, still hit him hard. He described having trouble concentrating, feeling emotionally overwhelmed, and having trouble accepting the news. This would be considered, from a psychological perspective, to be the normal response of a parent upon learning about this traumatic experience.

Dr. Lagroon, in the same conversation, informed me that he is scheduled in Magistrate Court for a jury trial on Thursday December 18, 2014. Based on the information Dr. Lagroon revealed to me regarding his mental state, I do not believe he can or should participate in a trial this soon following the news about Daniel.

Therefore, it is my opinion that the Court allow Dr. Lagroon 3-4 months to recover from this event. I hope the Court does not consider this an imposition. Nevertheless, I do feel that allowing him some time to recover from this situation is not just psychologically appropriate, but is also the right thing to do.

If I can be of any further help regarding this, please feel free to contact me.

Respectfully,



Joseph Frey, III, Ph.D., ABBP
Licensed Psychologist and
Diplomate in Clinical Psychology

State of South Carolina

County of McCormick

R. Jay Lagroon

FILED
GWENDOLYN

IN THE COURT OF COMMON PLEAS

2014 NOV 10 AM 11:44 CASE # 2014-CP-35-0034

CLERK OF COURT
McCORMICK COUNTY, SC

NOTICE OF MOTION AND MOTION
TO RECONSIDER, ALTER OR
AMEND OR FOR A NEW TRIAL
HEARING REQUESTED

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

DEFENDANT(S)

TO: THE HONORABLE WILLIAM P. KEESLEY, Jeremy C. Hodges, Esquire attorney for Defendant, Please Take notice that the Plaintiff will move before the Honorable JUDGE KEESLEY, within five days after service of this Motion or as soon thereafter, as counsel may be heard, for Order Pursuant to Rule 59(e) so as to alter or amend the Order dated, October 27,, 2014, received by this Plaintiff on October 31, 2014 and /or in the alternative, move pursuant to Rule 60 (b) to set aside the order, dated October,27,2014 or Rule 59(a) for a new trial on the following grounds;

1) SCRCF Rule 75 states "Appeals to the circuit court shall be made upon the original record in the lower court or administrative agency or tribunal. Upon filing of notice of appeal in an action the original record shall be certified by the clerk of the inferior court or administrative agency or tribunal and transmitted within thirty (30) days to the clerk of the court to which the appeal is taken. If the lower court, agency or tribunal has no clerk, then the original record shall be certified and transmitted by the judge or chief official of the lower court, agency or tribunal. Upon motion for good cause shown, the court may extend the time for the lower court, agency or tribunal to prepare and certify the record. Upon

receipt of the certified record, the clerk of the circuit court shall give notice in writing to the parties that the record has been filed." At the time of this hearing and to date the lower court has not transmitted or certified the original record, and no request for an extension has been granted by the circuit court. At the time of the hearing and to date this Plaintiff has not received notice from the clerk of the circuit court that the record has been filed. Prior to the hearing this Plaintiff has brought this to the Courts attention by filing a **Writ of Mandamus** which to date has not been ruled upon. The fact that the record was not available prior to the hearing prevented this plaintiff from perfecting his appeal in accordance with the South Carolina Rules of Civil Procedure, which makes this Order and Judgment improper.

WHEREAS THE PLAINTIFF in this action respectfully request the Order dated October 27, 2014 be Set Aside and **Vacated** as a matter of Law, or amended to **Grant** the Appeal of the Plaintiff and **award cost** the action under SCACR 222 in the amount of \$185.00 in filing fees and additional extraordinary cost which the Plaintiff incurred in preparation of this appeal, or in the alternative a new trial on the matter and other relief the Court deems just and proper.

Respectfully Submitted,



R. Jay Lagroon
Po Box 234
Lincolnton Ga 30817

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

ROBERT JAY LAGROON, McCORMICK COUNTY

APPELLANT(S),

vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

RESPONDENT(S).

FILED
2014 OCT 27 PM 3:28

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

CLERK OF COURT

Action No. 2014-CP-35-0034

ORDER

WAC #1

This matter came before the Court by virtue of a Notice of Appeal filed by the Appellant, Robert Jay Lagroon. Mr. Lagroon appeals from a March 21, 2014 Order entered by the Honorable John C. Long of the McCormick County Magistrate's Court. Mr. Lagroon is representing himself pro se. The Respondent SBA Steel LLC (as the assignee of Nextel South Corp.) is represented by Jeremy C. Hodges and Graham R. Billings.

After consideration of the Notice of Appeal, the Court's file in this matter, and relevant authorities, I hereby make the following findings of fact and conclusions of law:

1. The Hon. John C. Long signed an Order dated March 21, 2014 concerning access to a certain parcel of real property in McCormick County. The Order recites that the subject property is owned by the Appellant, Robert Jay Lagroon, and leased by Nextel South Corp. and its assignees.

2. On April 23, 2014, Appellant filed a Notice of Civil Appeal in this Court which was assigned Civil Action No. 2014-CP-3534. The grounds for the appeal as set forth in the Notice of Appeal are that Judge Long's Order was issued: a) outside of any

case or controversy that was pending in the McCormick County Magistrate's Court, b) without notice to the Appellant; c) without an opportunity for the Appellant to be heard or present evidence; and d) where the Court lacked jurisdiction to issue the Order.

3. SBA Steel LLC noticed its appearance, through counsel, as an assignee of Nextel South Corp. on or about May 19, 2014.

4. On or about June 18, 2014, SBA Steel LLC filed a Rule 12(b)(1) Motion to Dismiss Civil Appeal for Lack of Jurisdiction. SBA Steel LLC subsequently withdrew its Motion to Dismiss on or about September 15, 2014.

5. On or about October 10, 2014, SBA Steel LLC filed a Stipulation wherein it notified this Court that it effectively had no objection to this Court declaring Judge Long's March 21, 2014 order null and void on the grounds set forth in the Notice of Appeal.

6. Accordingly, this matter is ripe for disposition.

The Court has considered these issues, its file, and relevant authorities, and hereby FINDS as follows:

7. Plaintiffs' Notice of Appeal seeks to have this Court declare Magistrate Judge Long's March 21, 2014 Order null and void on the grounds, *inter alia*, that it was issued outside of a case or controversy and without the opportunity for both parties to appear and present evidence.

8. SBA Steel LLC as assignee of Nextel South Corp. has noted that it does not oppose or otherwise object to the Notice of Appeal insofar as it seeks to have the Magistrate Judge Long's March 21, 2014 Order declared null and void.

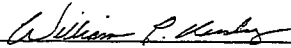
Accordingly, it is hereby ORDERED that the March 21, 2014 Order of the Hon. Magistrate Judge John C. Long is declared Null and Void;

It is further ORDERED that Appellant Robert Jay Lagroon's appeal is hereby dismissed;

It is further ORDERED that each party will bear its own costs associated with this appeal.

The circuit clerk is directed to mail a copy of this order to counsel of record.

ENTERED: this 27th day of Oct., 2014



THE HON. WILLIAM P. KEESLEY

Edgefield, South Carolina

#3

State of South Carolina

County of McCormick

Robert Jay Lagroon

FILED
2015 JAN 28 PM 3:17
CLERK OF COURT
McCORMICK COUNTY, SC
IN THE COURT OF COMMON PLEAS
CASE # 2014-CP-35-0034

PETITION FOR

WRIT OF MANDAMUS

APPELLANT

Vs.

SBA STEEL, LLC

RESPONDENT

TO: THE HONORABLE WILLIAM P. KEESLEY, Jeremy C. Hodges attorney for
Respondent.

COMES NOW the Appellant, by and through his undersigned counsel, before this Court
seeking an Order **Granting** this Writ of Mandamus commanding the Honorable John C.
Long, Judge of the McCormick County Magistrate Court to transmit the certified original
record of this matter on appeal.

STATEMENT OF THE CASE

- 1) This appeal is taken from an Order issued by the Honorable John C. Long as
Magistrate Judge for McCormick County dated March 21, 2014.
- 2) Appellant instituted this action by filing a Notice of Civil Appeal on or about April
23, 2014. Appellant received a copy of Judge Long's Order on March 24, 2014.
- 3) SCRCR Rule 75 states "Appeals to the circuit court shall be made upon the original
record in the lower court or administrative agency or tribunal. Upon filing of notice of appeal
in an action the original record shall be certified by the clerk of the inferior court or
administrative agency or tribunal and transmitted within thirty (30) days to the clerk of the

court to which the appeal is taken. If the lower court, agency or tribunal has no clerk, then the original record shall be certified and transmitted by the judge or chief official of the lower court, agency or tribunal. Upon motion for good cause shown, the court may extend the time for the lower court, agency or tribunal to prepare and certify the record. Upon receipt of the certified record, the clerk of the circuit court shall give notice in writing to the parties that the record has been filed." At the time of this hearing and to date the lower court has not transmitted or certified the original record, and no request for an extension has been granted by the circuit court. At the time of the hearing and to date this Plaintiff has not received notice from the clerk of the circuit court that the record has been filed. The fact that the record is not available prevented this Appellant from perfecting his appeal in accordance with the South Carolina Rules of Civil Procedure.

SUPPORT FOR GRANT OF WRIT OF MANDAMUS

STATEMENT OF DUE DILIGENCE

The above-named Appellant respectfully submits the following:

4) The Appellant has written the McCormick County Magistrate Court on two separate occasions to request the original record be transmitted to the Clerk of the Court of Common Pleas of the Eleventh Judicial Circuit. (Attached)

5) On the week of October 20, 2014, the Appellant has contacted both the McCormick County Magistrate Court and the Honorable Buffy Shorter, McCormick County Deputy Clerk of Court by phone in an effort to obtain a copy of the original record of the proceedings in McCormick County Magistrates Court.

6) The Appellant is informed and believes that despite the diligent efforts of the Appellant the original record has not been transmitted at the time of this hearing.

7) Imperative to this action is this Petition for a Writ of Mandamus to compel officers charged with ministerial duties, which have refused to perform those duties, to immediately

comply with the laws of South Carolina along with the South Carolina Rules of Civil Procedure and carry out their respective duties.

8) A Writ of Mandamus is needed to command those Respondents with ministerial duties, to perform those duties which Appellant has a specific right therein, and which the Appellant has no other legal remedy.

9) If relief is granted against any or all of the Respondents, Appellant believes he is entitled to award of attorney's fees and cost associated with bringing of the Petition as the Court deems appropriate, based on the Respondents who have violated South Carolina Law and the South Carolina Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, the Appellant has shown that this Court may grant relief on equitable and legal grounds base on this verified Petition, Appellant prays, in the interest of Justice, that a Writ of Mandamus be issued against those Respondents who have failed to carry out their duties under the South Carolina Rules of Civil Procedure and the governing Laws of the State of South Carolina.

Respectfully Submitted,



R. Jay Lagroon
791 Hwy 7
McCormick, SC 29835
(864) 391-9100

June 1, 2014

McCormick Magistrate
The Honorable John C. Long
211 West Augusta Street
McCormick SC 29835

Re: Civil Appeal No. 2014-CP-35-0034

Dear Magistrate,

I am writing to request the transmittal of the Original record of the proceedings which lead to the Order issued by the Honorable John C. Long on March 21, 2014. (enclosed) In the matter fo Robert Jay Lagroon v. Nextel South corporation and it Assignees, to the McCormick County Clerk of Court. Please contact me if I may obtain the complete record directly from your office.

Thank you in advance for you cooperation.

R. Jay Lagroon DMD
PO Box 234
Lincolnton Ga. 30817
706-990-7304

July 22, 2014

2nd Request

McCormick Magistrate
The Honorable John C. Long
211 West Augusta Street
McCormick SC 29835

Re: Civil Appeal No. 2014-CP-35-0034

Dear. Magistrate,

Please find enclosed my letter of June 1, 2014. I am sure this is an oversight so I am again writing to request the transmittal of the Original record of the proceedings which lead to the Order issued by the Honorable John. C. Long on March 21, 2014. (enclosed) In the matter fo Robert Jay Lagroon v. Nextel South corporation and it Assignees, to the McCormick County Clerk of Court. Please contact me if I may obtain the complete record directly from your office.

Thank you in advance for you cooperation.

R. Jay Lagroon DMD
PO Box 234
Lincolnton Ga. 30817
706-990-7304

December 10, 2014

Honorable C. Ryan Johnson
Magistrate, Greenwood County
Greenwood County Courthouse
528 Monument Street
Greenwood SC 29646

Re: R. Jay Lagroon v. SBA Communication Corp
Civil Case No. 2014CV3510100096

Dear Judge Johnson:

Please find attached the defective summons received by the undersigned and pending motion to reconsider, alter or amend or for a new trial in this matter.

The Magistrate Court currently lacks subject matter jurisdiction as the attached motion to reconsider is currently pending in the Court of Common Pleas. Until such time that the motion is ruled upon and the case is remanded, it would be inappropriate to move forward with any proceedings.

I am copying opposing counsel with my communication with this Honorable Court and am confident opposing counsel and I can resolve this issue without the necessity of filing a motion for continuance.

With warmest regards,

R. Jay Lagroon
POBox 234
Lincolnton, GA 30817

Cc: Jeremy Hodges
1320 Main St., 17th Floor
Columbia, SC 29201

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COMMERCIAL LEASE

THIS LEASE, made this 11th day of July, 2003 by and between R. Jay Lagman, hereinafter called "Landlord"; Lenna J. Felix, hereinafter called "Tenant"; for and in consideration of the mutual promises and agreements of the parties.

WITNESSETH:

1. That Landlord for and in consideration of the rents hereinafter reserved to be paid and of the covenants and agreements hereinafter mentioned, has and does hereby grant, demise and lease unto the said Tenant the following described premises, hereinafter called the "Demised Premises", situated in MSDUFFEE County, State of Georgia, and briefly described as follows: 1436 WASHINGTON RD Thomson

containing approximately 1500 square feet, located at 1436 Washington Rd Thomson GA said property, per Exhibit "B" hereto attached and incorporated herein by reference thereto.

2. The term of this lease shall commence at 8:00 a.m. on the 1st Day of August 2003 and terminate on the 1st day of September 2003 for which the Lessee agrees to pay to R. Jay Lagman, its successors and assigns, as Agents for LESSOR, at its office, an annual rental of \$16800 payable in monthly installments of \$1400 each, which installments shall be paid on the first day of each month, with the first installment due on the of 2003. If the Tenant fails to pay any installment when due, the Landlord may without notice to Tenant, declare the entire amount due hereunder immediately due and payable, in which event said entire amount due shall bear interest at the rate of twelve (12%) percent per annum. After the tenth day of each month, if said rent has not been received by Lessor, there shall be a late charge of five percent (5%) of the base rent. This clause does not affect the Lessor's right to declare the lease void as further described in clause number three (3) of this Lease.

The estimate for additional rent (as further described in this paragraph) for the initial year of this lease shall be \$. per square foot, an annual rate of \$ N/A payable in monthly installments of \$ N/A each, which installments shall be paid on the 1st day of each month.

After final acceptance by all parties of all conditions in this Lease, Lessee shall deposit \$1400 with in 3 days (three) Said deposit shall be retained by the Landlord as security for faithful performance of all covenants, conditions, and agreements of this Lease and shall be held in an interest-bearing escrow account with all interest earned paid to broker to offset administrative costs associated with the processing of said security deposit.

In addition to the rent set forth in this paragraph, Tenant agrees to pay as additional rent during the term and renewals thereof, its proportionate share of the annual cost

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of services to be performed by the Landlord in cleaning, sweeping, grass cutting, snow removal, lighting, repairing, maintaining and insuring the common facilities within the Shopping Center. Tenant agrees to pay its proportionate share of such costs during the term of this Lease and any renewals thereof in equal monthly installments with the rental herein, which shall be one-twelfth (1/12th) of the Landlord's estimate of such expenses. The amount of the initial annual estimate shall be set forth in the Estoppel Statement to be executed by Tenant, as set forth in Article 33 hereof. Upon sixty (60) days' written notice from Landlord to Tenant, Landlord may adjust the amount of said estimated monthly payments. Within sixty (60) days after the end of each calendar year, Landlord shall provide Tenant with a written statement and proof in sufficient detail, including but not limited to, invoices and receipted bills, of such common area expense.

If Tenant has underpaid said expenses, Tenant shall promptly pay Landlord the difference, and if Tenant has overpaid said expenses, such overpayment shall be credited against its obligations in the immediate following months, except that Landlord shall remit promptly to Tenant such overpayment applicable due to expiration or termination of the Lease.

Tenant's proportionate share shall be the same fraction of the common area maintenance expense as the ratio of its ground floor square footage in the Leased Premises is to the total number of ground floor square feet of all buildings in the entire shopping center, or expansions thereof.

A lien and security interest is also expressly reserved by the Landlord and granted by the Tenant upon all building improvements, light fixtures, store fixtures, and air conditioning equipment, erected or put in place upon the premises by or through the Tenant or other occupants for the payment to Landlord, and also for the satisfaction of any causes of action which may accrue to the Landlord by the provisions of this instrument, except that the lien and security interest herein reserved and granted shall be waived and subordinated in favor of any chattel mortgage or conditional sales contract executed by the Tenant in connection with the original purchase of any fixtures and equipment used or installed in the demised premises.

3. In consideration of Landlord leasing the demised premises to Tenant and recognizing the vital importance of the same to Landlord's overall development and to the other tenants therein, Tenant covenants it will operate in the demised premises during Tenant's normal business hours. Except as herein otherwise provided, Tenant shall open its business (as identified in article 1 above) in the demised premises at the beginning of the term of this Lease, diligently conduct such business during Tenant's normal business hours during the entire term hereof.

No conduct or manner of occupancy by other lessees of the shopping center of which the demised premises are a part

shall give rise to any claim against Landlord for damages or constitute a total or partial eviction, constrictive or otherwise.

4. If Landlord arranges for separate utility bills, Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light and heat bills, for the leased premises and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the leased premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay the same and such payment may be added to the rental of the premises, next due, as additional rental.

5. Premises shall be used for Liquor Store. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises, nor in violation of any laws or ordinance.

6. Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees to continuously use said premises for purpose herein leased until the expiration hereof. In the event that the space goes dark, Tenant agrees to abide by the terms and conditions of the lease as it relates to base rent and additional rent for the remainder of the term of the lease.

7. Tenant covenants not to make any changes, alterations, or additions about the said building premises without first obtaining the written consent of the Landlord and in no event to do anything that shall weaken the building or structure nor that may hereafter be erected on the premises. All improvements, additions, and repairs made to the premises and building during the term of this Lease shall at the expiration date of same become the property of the Lessor, its heirs, or assigns, without cost to it; it is agreed however, that all Trade Fixtures installed by the Lessee or its assigns for the business conducted by it shall remain the property of the Tenant, and that such Trade Fixtures may be removed at the expiration of this Lease, provided this Lease not be in default, and provided any damage caused by such removal shall be repaired by the Tenant at its own expense and the premises left in good condition, ordinary wear and tear excepted. All improvements, additions and repairs made by Tenant shall be with the written consent of Landlord and must meet Landlord's approval.

The Landlord will make necessary repairs to the roof, roof structure, gutters, downspouts, exterior walls (not including glass) and foundation walls of the demised building during the original or any extended term of this Lease after receiving notice from the Tenant of the need for said repairs and where said repairs are not in any way occasioned through the use, neglect or other manner arising out of the occupancy of the demised building by Tenant. Where such repairs are occasioned through the neglect arising out of the occupancy of the demised premises by the Tenant, its employees and customers, same shall, be made promptly by Tenant, at its expense. All other repairs to the premises of any kind, shall

be made promptly by Tenant at its own expense in such manner as to maintain the premises in good condition and repair, including maintenance of the HVAC systems.

In order to insure proper maintenance of the heating and air conditioning system, Tenant hereby agrees to acquire the services of a reputable HVAC firm to change filters on a regular basis and maintain the system as needed. If Tenant fails to acquire the services of a competent HVAC firm on a regular basis, Landlord reserves the right to employ an independent contractor to perform said duties, it being understood that said contractor may be selected on a competitive bid basis but with the final decision being made by Landlord as to what constitutes the "best" bid, Tenant will bear the cost of this service to the HVAC. Tenant shall be responsible for replacement of all light bulbs on the demised premises, at Tenant's cost. Tenant shall also be responsible for replacement and repair of all ballast and light fixtures after the expiration of any applicable warranty period for said items.

8. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence. Should premises remain untenable for 90 days, tenant may terminate this lease unless acceptable alternative space is made available by Landlord.

9. Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of the use of occupancy of the leased premises, and all expenses incurred by Landlord because of said claims, including attorneys' fees and court costs. However, the foregoing indemnity shall not indemnify Landlord against any matter to the extent caused solely by Landlord's own negligence or willful misconduct.

10. Tenant agrees, at it's own expense, to promptly comply with requirements of any public authority made necessary by reason of Tenant's occupancy of said premises. Tenant agrees, at it's own expense, to promptly comply with all requirements of any public authority made necessary by reason of Tenant's occupancy of said premises. The tenant agrees not to store or maintain on the premises or use on the premises any "hazardous substance", which means any matter giving rise to liability under the Resources Conservation Act ("RCRA"), 42 U.S.C. Sections 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S. C. Section 9601 et seq., or generally any contaminant, oil, radioactive or other material, the removal of which is required by or the maintenance of which is prohibited or penalized by any municipal, county, state or federal authority or governmental unit. The Tenant will, if any such hazardous substance or contaminant comes onto the leased premises, at its own expense, immediately remove the hazardous substance or contaminant. The tenant hereby agrees to indemnify and

hold the Landlord and Agent harmless from all claims and damages, specifically including actual damages, consequential damages, penalties, interest and attorney fees, arising out of the placing of any hazardous substance or any contaminant on the premises during the term of the Lease. In addition, the Tenant agrees that the placing of any hazardous substance or contaminant upon the leased premises shall constitute an event of default which shall, despite any other provisions of this lease agreement, give the Landlord the right to terminate this lease upon ten (10) days written notice by Landlord to Tenant. Landlord represents to the best of its knowledge and belief, (A) the Premises are in compliance with all applicable environmental laws, and (B) there are not excessive levels (as defined by the Environmental Protection Agency) of radon, toxic waste or hazardous substances on the Premises. Tenant represents and warrants that Tenant shall comply with all applicable environmental laws and that Tenant shall not permit any of his employees, brokers, contractors, or subcontractors, or any person present on the premises to generate, manufacture, store, dispose or release on, about, or under the Premises any toxic waste or hazardous substances which would result in the premises not complying with any applicable environmental laws.

The obligations under this Lease of Landlord and Tenant as they relate to the requirements imposed by Title III of the Americans With Disabilities Act are as follows:

A. Notwithstanding anything contained in the Lease to the contrary, landlord making good faith efforts to bring the common areas into compliance with the requirements of Title III of the ADA.

B. Tenant represents and covenants that it shall conduct its occupancy and use of premises in accordance with the ADA including, but not limited to, modifying its policies, practices, and procedures, and providing auxiliary aids and services to disabled persons).

C. If the lease provides that Tenant is to complete certain alterations and improvements to the premises in conjunction with Tenant taking occupancy of Premises, Tenant agrees that all such work shall comply with the ADA and upon request of Landlord, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord that such work was performed in compliance with the ADA. Furthermore, Tenant agrees that any and all future alterations or improvements made by Tenant to premises shall comply with the ADA.

11. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constitute authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the lease as herein provided.

12. Tenant may sublease portions of the leased premises to others provided such sublessee's operation is a part of the general operation of Tenant and under the supervision and control of Tenant, and provided such operation is within the purposes for which said premises shall be used. Except as provided in the preceding sentence, Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. Landlord will not unreasonably withhold consent to the subletting or assignment of the leased premises.

13. Tenant may (if not in default hereunder) prior to the expiration of this lease, or any extension thereof, remove all fixtures and equipment which it has placed in premises, provided Tenant repairs all damage to premises caused by such removal.

14. It is mutually agreed that in the event the Tenant shall default in the payment of rent, including additional rent, herein reserved, when due, or if Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such non-rent default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceeding or under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred, or if Tenant makes an assignment for benefit of creditors; or if Tenant's property should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; or if Tenant defaults in that certain agreement between Tenant and Landlord for purchase and sale of containers of even date; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition) terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to the Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible

entry or detainer or other tort. The parties agree that the Tenant shall have the right to have notice to cure any default only once during each calendar year during the term of this lease and any extension or renewal thereof.

15. Landlord, as Tenant's agent, without terminating this lease, upon Tenant's breaching this contract, may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting.

16. Tenant shall place no signs upon the outside walls, windows or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and regulations of Landlord governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

17. Landlord may card premises "For Rent" or "For Sale" ninety (90) days before the termination of this lease. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

18. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

19. Tenant's rights shall be subject to any bona fide mortgage or security deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord.

20. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

21. If Tenant remains in possession of premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate in effect at the end of lease; and there shall be no renewal of this lease by operation of law.

22. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord his homestead and exemption.

23. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

24. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premises. A copy of all notices under this lease shall be sent to Route 4 BOX 198B MCCORMICK SC 29835

25. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

26. Time is of the essence of this agreement.

27. "Landlord" as used in this lease shall include first party, his heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall also include tenant assignees or sublessee's, as to premises covered by such assignment or sublease. "Agent" shall include third party, his successors, assigns, heirs, and representatives. "Landlord", "Tenant", and "Agent", include male and female, singular and plural, corporation, partnership or otherwise, as may fit the particular parties.

28. And the Tenant agrees to deliver up to said premises at the expiration of this Lease, or any renewal thereof, in good order and condition, and to make good all damage to said premises, ordinary wear and tear excepted. The said delivery to be made on the last day of this Lease, and in the event of failure of Tenant to make delivery of said premises on the last day of this Lease, or any renewal thereof, then it will be optional with Landlord to either hold Tenant liable to renewal of said Lease for the further term of one month or hold the Tenant for any damages that the same Landlord or Landlord's heirs or assigns, may have sustained due to the failure of the said Tenant to make property delivery of premises, with the keys to same cleared of all persons or property not belonging to same, to the Landlord or Landlord's heirs or assigns; it being expressly understood and agreed that in the event Tenant should hold over after the termination of this Lease, either by expiration of the term herein stated or otherwise, that only insofar as provided above at the landlord's option, shall such holding over be construed as a holding over from month to month, and except for such option by Landlord such holding over shall be from day to day and solely at the will of the Landlord. No demand or notice of such delivery shall be necessary.

29. Landlord agrees to give any mortgagee, by Registered Mail, a copy of any notice of default served upon the Landlord provided that prior to such notice, Tenant has been notified in writing of the address of such mortgagee. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided in the Lease, then the mortgagee shall have an additional thirty (30) days within which to cure such default, or if

such default cannot be cured within that time, then such additional time as necessary, if within such thirty (30) days any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary, to cure such default), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

30. As additional rental during the term of this lease and any extension or renewal thereof, the Tenant shall obtain and pay for and keep current the following insurance coverages on the leased premises: Landlord's, Management Company's, and Tenant's liability insurance coverage protecting Landlord, R. Jay Lagroon; management company, N/A, with notices for both mailed c/o R. Jay Lagroon Rt 4 Box 198-B; and Tenant, all of whom shall be shown as insureds, against all claims for damages for persons or property with minimum limits of \$2,000,000.00 per accident. (The Tenant shall obtain and pay for plate glass, fire and extended coverage insurance on Tenant's leasehold interest and all Tenant's property.)

Landlord shall approve both the policies and the insurance companies. A certificate of insurance shall remain at all times in the possession of the Landlord. If Tenant fails to obtain and pay for this insurance, Landlord, at his option, may obtain and pay for this insurance and Tenant, on demand of Landlord, as additional rental, shall immediately pay to the Landlord the premiums for these insurance policies. The indemnity agreement, set forth in paragraph 9 above, includes the obligation of Tenant to indemnify and save harmless the Landlord from and against any and all liability, penalties, damages, claims, expenses and judgments by reason of any injury or claim of injury to any person or property, of any nature and howsoever caused, whether by the act of omission or commission of Landlord, Tenant or third persons, arising out of the use, occupation and control of the leased premises, or the streets, alleys and sidewalks adjacent thereto, by the Tenant at any time during the term of this lease, including without limitation those resulting from any work in connection with any alterations, changes, new construction or demolition. Tenant hereby agrees that Landlord shall not be responsible for damage to physical property of Tenant occasioned by forcible entry or break-in of the demised premises and repairs for damages or losses resulting from said occurrences to the demised premises and Tenant's property shall be paid for by Tenant. Further, Tenant shall bear the responsibility for securing the demised premises in the event of a forcible entry or break-in, and Landlord shall in no manner be responsible for any loss or damages sustained as a result of Tenant's failure to so act.

The Tenant agrees to deliver to the Landlord on the inception date or renewal of such policy the usual certificates issued by the insurance carrier certifying that such insurance is in force but the obligation of the Tenant to the Landlord shall not be limited to the amount of such insurance. The said insurance may be included in what is generally known as a blanket policy and shall not be canceled without ten (10) days written notice to Landlord.

Anything to the contrary contained herein

notwithstanding, Landlord shall not in any manner be liable to Tenant for Tenant's loss of business by reason of any fire, casualty, interruption of utilities or any other event to the demised premises or the shopping center of which the demised premises is a part that causes a loss of business for the Tenant.

31. The Landlord may enter the premises at reasonable times and hours for the purpose of inspection of the same and to determine if the premises require any repairs and maintenance.

32. All notices required or provided for under this Lease Agreement shall be given in writing by registered U. S. Mail and addressed to Tenant at: 501 E. main st WARRENTON GA 30828 and to the Landlord at: ROUTE 4 Box 198 B McDermick SC 29835 attention , or to such other address as Landlord or Tenant may direct in writing from time to time. It is further understood and agreed by the parties to this Lease that all of the covenants and agreements enumerated herein shall be binding upon both parties' legal representatives, successors and assigns throughout the life of this instrument.

33. Tenant agrees, at any time, and from time to time, upon not less than ten (10) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing addressed to Landlord certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications that the same is in full force and effect as modified and stating the modifications), stating the dates to which the fixed minimum rent, additional rental and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate, there exists any default in the performance of any covenant, agreement, term provision or condition contained herein.

34. Tenant shall pay to the Landlord as rent (in addition to all other rent payable) its proportionate share of the cost of the real estate taxes paid on the shopping center of which the demised premises are a part. The real estate taxes assessed against the demised premises for any lease year shall be the product of (1) the amount of the real estate taxes (including extraordinary assessments) assessed against the entire parcel of which the demised premises forms a part for said lease year and (2) a fraction the numerator of which is the square footage of the ground floor area of the demised premises and the denominator of which is the total square footage of the ground floor area of all of the stores in the entire parcel determined as of the commencement of the lease term, apportioned in the first and last years of the term hereof, or any extension thereof, for the portion of such tax years included within said lease years.

Likewise, Tenant agrees to pay to Landlord its proportionate share of the cost of all fire and extended coverage insurance, liability insurance on the shopping center, including common area, business interruption insurance, and any other type of insurance determined by Landlord to be required in connection with the Shopping Center

of which the demised premises are a part. Tenant's share of such cost shall be calculated by multiplying the cost of insurance by a fraction, the numerator of which shall be the number of square feet of total floor area in the demised premises and the denominator of which shall be the number of square feet in the total area of the Shopping Center of which the demised premises are a part. Any payments required to be made by Tenant under the terms of this Article shall be made to Landlord within thirty (30) days from receipt of a bill for same by Tenant. The estimate for additional rent (for taxes and insurance) as further described in paragraph number 34 for the initial year of this Lease shall be N/A cents per square foot, an annual rate of \$ N/A, payable in monthly installments of \$ N/A monthly, which installments shall be paid on the 1st day of each month.

35. If the holder of a superior mortgage shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a deed, then at the request of such party so succeeding to Landlord's rights (herein sometimes called "successor-lessor") and upon such successor-lessor's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such successor-lessor as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that such successor-lessor may request to evidence such attornment.

If, in connection with obtaining financing for the land and/or improvements thereon, a banking, insurance, or other recognized institutional lender shall request modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto.

36. N/A, as
Broker has acted as agent for the Landlord in this transaction
and is to be paid a commission by
N/A, the Landlord.

37. This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. This contract shall be construed according to Georgia Law.

SPECIAL STIPULATIONS

1. The first month's rent in the amount of \$ 1400 and a security deposit in the amount of \$ 1400 are due and payable upon execution of the lease by both parties.
2. Landlord and Tenant agree that the base rent structure shall be as follows:

YEAR ONE & TWO - \$1400

YEAR THREE & FOUR - \$1500

YEAR FIVE & SIX - \$1600

YEAR SEVEN & EIGHT - \$1700

YEAR NINE & TEN - \$1800

In addition to the base rent, Tenant agrees to pay its pro-rata share of the cam, taxes, and insurance presently estimated at \$ 2.25 per square foot.

Year one - \$

Pro-rata share may increase or decrease slightly due to actual costs.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seal this 11th day of July, 2003.

Lelia Swales
Witness

LANDLORD:

R. J. Anderson
AS ITS:

Lelia Swales
Witness

LESSEE:

Rona J. Felix
AS ITS:

EXHIBIT "A"

TENANT SIGN MANUAL

These guidelines are intended to allow individuality in signage while producing a coordinated, complementary graphic image for the entire shopping center.

Each tenant is required to submit their proposed sign construction drawings to the Landlord for approval prior to fabrication and installation.

The cost of all permits, fabrication, and installation incidental and related to individual tenant signage shall be the responsibility of each tenant. All sign construction is to be completed in strict accordance with all applicable local codes, ordinances, and bear UL Approval.

1. MAIN TENANT SIGN

The Main Tenant Sign is to be located completely within the "signage space" allocated and not to exceed 80% of length of storefront and 24" maximum letter height for each tenant as shown on the attached elevation drawing. The sign is to consist of individual internally illuminated channel letters mounted on a raceway. Internal illumination is to be 15 mm double stroke neon tubing. The letters shall be wired in a concealed manner and mounted on the raceway prior to installation on site, such that once on site a single point electrical connection is required to complete the installation. The submittal drawings must contain the following information: (i) all wiring in conduit to be routed inside tenant space; (ii) no roof penetrations are allowed without the prior written permission of the Landlord; (iii) tenant and/or tenants contractor shall obtain and pay for all permits (iv) name, address, and phone number of the licensed electrician that will be making the installation; (v) breaker size required to service electrical operating load. The raceway shall be wired in a concealed manner to a junction box installed on the rear inside face of the facade. The raceway color is to be pre-painted ivory to match existing wall color.

The channel letter 4" deep returns and backs are to be 0.40 gauge and 0.80 gauge (consecutively), bronze tone aluminum edge to match the storefront framing system. Individual letter faces are to be 3/16" translucent plexiglas of one color per tenant, submitted to the Landlord for approval and will be selected based upon the compatibility with existing signage/building color schemes.

4
R. Jay Lagroon
PO box 234
Lincolnton GA 30817

January 18, 2014

Washington Rd Package
Ms Leona Felix
1436 Washington Rd
Thomson Ga. S30824

Re: Lease payments

I was great to see you again and I hope your mother continues to improve. As promised I have calculated your lease/COM payments for 2014.

The amount is 1957.15 per your lease.

Please make all deposits by on or before the 1st day of each month into the First Citizens Account I provide you with last week.

I look forward to another prosperous year with you.

Best,
J



COPY

STATE OF SOUTH CAROLINA)
)
COUNTY OF MCCORMICK)
)
R. JAY LAGROON)
)
PLAINTIFF)
)
-vs.-)
)
SBA COMMUNICATION CORP,)
)
DEFENDANT)

IN THE MAGISTRATE COURT

FINAL ORDER

2014CV3510100096
CIVIL CASE NUMBER

Summary of Pleadings and Proceedings

On March 24, 2014, the plaintiff filed an application for eviction against the defendant claiming (1) The tenant fails or refuses to pay the rent when due or when demanded and (2) The terms or conditions of the lease have been violated. On April 14, 2014, the defendant responded to the application, denied the allegations of the plaintiff and filed a counterclaim for breach of contract. The plaintiff answered the counterclaim on April 29, 2014 and requested a jury trial on the counterclaim only.

On December 18, 2014, all three causes of action were addressed in the Magistrate's Court before Judge C. Ryan Johnson. The plaintiff's action for failure to pay rent was heard as a bench trial. After the presentation of all of the testimony and evidence, the court found that the defendant had paid rent as agreed and denied the plaintiff's application. The plaintiff's action for violation of a term or condition of the lease was dismissed on motion for summary judgment. The defendant's counterclaim for breach of contract was presented to the jury. After deliberation, the jury returned a verdict in favor of the plaintiff.

Jurisdiction

The Court has both Personal and Subject Matter Jurisdiction. The parcel of land owned by R. Jay Lagroon and leased to SBA Communication Corp (SBA) is located in McCormick County, SC. Both parties appeared in court on December 18, 2014 and neither party challenged personal jurisdiction.

1 of 3
[Signature]

Plaintiff's action for failure to pay rent

On October 26, 2004, Lagroon and SBA¹ entered into a ground lease agreement, allowing SBA to erect a cell tower on the property. In exchange, SBA was to pay rent of \$1,500.00² to Lagroon. Rent was arranged to be paid by SBA through direct deposit into an account of Lagroon's choosing. Rent is always due by the first of the month.

Lagroon claims that SBA did not pay rent for the month of March 2014. Bank records show that on February 25, 2014, SBA deposited \$1,957.15 into the account in which Lagroon had previously received rent deposits. At the time of the deposit, the account was closed. The bank recorded the deposit into the closed account on February 26, 2014 and issued Lagroon a cashier check for \$1,957.15 on February 28, 2014. Lagroon deposited the cashier check on March 7, 2014.

After reviewing the testimony and evidence presented, the court finds the facts as stated and denies the plaintiff's application for eviction.

Plaintiff's action for violation of a term or condition of the lease

The plaintiff alleges that SBA is required to provide notice before SBA access the property or removes the cell tower. SBA denies the allegations and moved for summary judgment on the issue. The facts viewed in the light most favorable to the plaintiff are as follows.

Sometime in December 2013, SBA decided to remove the cell tower from the property. On February 25, 2014, SBA sent a contractor to the property to begin taking down the cell tower. Lagroon confronted the contractor and called law enforcement. After law enforcement arrived, the contractor left the property. SBA did not return to the property after this incident.

The only sections of the lease addressing removal of the cell tower and access to the cell tower are Sections 6(a) and (c). Section 6(a) of the lease grants SBA the right to construct, erect, maintain, replace, remove, operate, and upgrade the premises. Section 6(c) grants SBA's agents, employees, and contractors twenty-four hours a day, seven days a week access to the property, without notice.

As the lease does not require notice to be given for either accessing or removing the property, the plaintiff's application is summarily dismissed. Further,

even if a violation did exist, the plaintiff did not send the defendant notice to cure as required in Section 10 of the lease.

Defendant's counterclaim for breach of contract

The plaintiff requested a jury trial on the defendant's counterclaim. The trial was held on December 18, 2014. After presentation of the evidence, arguments of the parties, and instruction on the law, the jury returned a verdict in favor of the plaintiff. The court accepted the jury's verdict, denying the defendant's claim.

Therefore, it is ORDERED:

The Plaintiff's application for eviction based on failure to pay rent is denied.

The Plaintiff's application for eviction based on the defendant's violation of a term or condition of the lease is dismissed.

The Defendant's counterclaim for breach of contract is denied.

Pursuant to SC Code §27-37-110, SBA shall remain in possession of the property, SBA shall have unrestricted access to the property, and SBA shall continue to pay rent until the termination of the lease by agreement or operation of law.

It is so ORDERED, this 22nd day of December, 2014.


Caryn Johnson, Magistrate
by special appointment
for McCormick County

¹ The original tenant listed on the lease is Nextel South Corp. At some time before February 2014, the lease was assigned to SBA.

² The original lease established rent at \$1,500.00 and allowed for the rent to increase annually. By February 2014, SBA was paying rent in the amount of \$1,957.15.



342 Baston Rd.
Martinez, GA 30907

CERTIFIED MAIL



7013 3020 0000 9269 4062



1000



29835

U.S. POSTAGE
PAID
AUGUSTA, GA
30907
MAR 04 14
AMOUNT
\$6.43
00049121-19

Kelli Barnett
791 SC Highway
McCormick, SC
29835
298353240

CLERK OF COURT
JAN 28 PM 3:15
2015

Att.
3/5/14
Rt 4

PRINTED WITH A BLUE BACKGROUND ON WHITE PAPER * THE CHECK HAS A TRUE WATERMARK: HOLD TO LIGHT TO SEE CHAIN LINKS IN PAPER.

First Citizens
Member FDIC

817 TAT04
BRANCH NO.

5019895 67-148
532

REMITTER **Credit Post to Closed FCB Account XXXX0309****

DATE **February 28, 2014**

PAY ****One Thousand Nine Hundred Fifty Seven Dollars and 15/100**** \$ **\$1,957.15**

TO THE ORDER OF ******Kelli Barnett******

CASHIER CHECK
FIRST CITIZENS BANK AND TRUST COMPANY, INC.
CUSTOMER COPY
NON-NEGOTIABLE
AUTHORIZED SIGNATURE

CLERK OF COURT
McCormick County SC
JAN 28 PM 3:15
2015

28

STATE OF SOUTH CAROLINA)
COUNTY OF MCCORMICK)

R. JAY LAGROON)
APPELLANT)
-vs.-)

SBA COMMUNICATION CORP,)
RESPONDENT)

2015 FEB -9 IN THE ELEVENTH CIRCUIT COURT
OF COMMON PLEAS

CLERK OF COURT
MCCORMICK COUNTY, SC

RETURN TO APPEAL

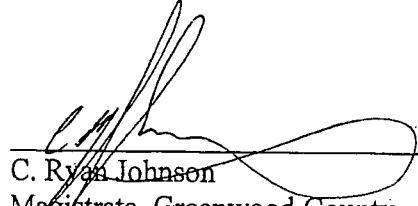
2015-CP-35-0006
2014CV3510100096
CASE NUMBERS

In regard to the Plaintiff's appeal, the Court would respond as follows:

On July 23, 2014, South Carolina Chief Justice Jean Toal ordered that I, C. Ryan Johnson, Magistrate for Greenwood County, dispose of McCormick Magistrate Court civil case number 2014CV3510100096. A bench trial was scheduled for December 18, 2014. All parties were notified of the trial and appeared.

The decision of the court was rendered from the bench and a written notice of judgment was mailed to each party on December 22, 2014. According to Magistrates Court Rule 8, "Delivery by mail of all...papers after service of the original summons and complaint is complete upon mailing. Rule 18 of the Magistrates Court Rules requires that a party wishing to appeal, must file the appeal within 30 days of delivery of written notice of judgment. The Plaintiff filed this appeal on January 28, 2015, thirty-seven days after delivery of written notice of judgment. Therefore, the Plaintiff's appeal is untimely and no return is required.

Respectfully Submitted,


C. Ryan Johnson
Magistrate, Greenwood County
by Special Appointment for McCormick County

February 5th, 2015

2015 APR -1 AM 10: 24
STATE OF SOUTH CAROLINA

CLERK OF COURT
COUNTY OF MCCORMICK GREENWOOD COUNTY, SC

R. JAY LAGROON

APPELLANT (S)

VS.

SBA COMMUNICATION CORP.

RESPONDENT (S)

2015-CP-35-0006
COMMON PLEAS CASE NUMBER

2014CV3510100096
MAGISTRATE CIVIL CASE NUMBER

PETITION FOR
WRIT OF MANDAMUS

TO: THE HONORABLE JUDGE OF ELEVENTH CIRCUIT, Jeremy C. Hodges attorney for
Respondent.

COMES NOW the Appellant, by and through his undersigned counsel, before this Court
seeking an Order **Granting** this Writ of Mandamus commanding the Honorable C. Ryan
Johnson, Judge of the Magistrate Court of Greenwood County by Special Appointment for
McCormick County to transmit the certified original record of the matter on appeal.

STATEMENT OF THE CASE

- 1) This appeal is taken from an Order issued by the Honorable C. Ryan Johnson as
Magistrate Judge for Greenwood County by Special Appointment for McCormick
County dated December 22,2014.
- 2) Appellant instituted this action by filing a Notice of Civil Appeal on or about January
28,2015. **Appellant received a copy of Judge Johnson's Order on December 28,
2014.**
- 3) SCRCR RULE 74 states Except for the time for filing the notice of appeal, the
procedure on appeal to the circuit court from the judgment of an inferior court
or decision of an administrative agency or tribunal shall be in accordance with

the statutes providing such appeals. Notice of appeal to the circuit court must be served on all parties within **thirty (30) days after receipt of written of notice of the judgment, order or decision appealed from.** In all such appeals the notice of intention to appeal shall be filed with the clerk of the court to which the appeal is taken and with the inferior court or administrative agency or tribunal within the time provided by the statute, or by this rule when no time is fixed by statute, for service of the notice of intention to appeal. The proceedings in the circuit court shall be in accordance with these rules, and priority shall be given to the hearing and disposition of such appeals in accordance with law. To date the original record has neither been certified by the clerk of the inferior Court or transmitted to the McCormick County Clerk Of Court, (see attached Return To Appeal from Judge Johnson filed February 9, 2015). The fact that the record is not available prevented the Appellant from perfecting his appeal in accordance with the South Carolina Rules of Civil Procedure.

SUPPORT FOR GRANT OF WRIT OF MANDAMUS

STATEMENT OF DUE DILIGENCE

The above-named Appellant respectfully submits the following:

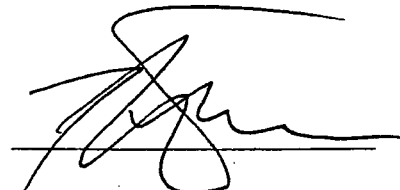
- 1) The Appellant has written the McCormick County Magistrate Court and informed them of the Rule 74 SCRCPP and requested the record be transmitted.
- 2) The Appellant is informed and believes that despite the diligent efforts of the Appellant the original record has not been transmitted at the time of this hearing.

- 3) Imperative to this action for a Writ of Mandamus to compel officers charged with ministerial duties, which have refused to preform those duties, to immediately comply with the laws of South Carolina along with the South Carolina Rules of Civil Procedure and carry out their responsive duties.
- 4) A Writ of Mandamus is needed to command those Respondents with ministerial duties, to preform those duties which Appellant has a specific right therein, and which the Appellant has no other legal remedy.
- 5) If relief is granted against any or all of the Respondents, Appellant believes he is entitled to award of attorney's fees and cost associated with bringing of the Petition as the Court deems appropriate, based on the Respondents who have violated South Carolina Law and the South Carolina Law and the South Carolina Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, the Appellant has shown that this Court may grant relief on equitable and legal grounds based on this verified Petition, Appellant prays, in the interest of Justice, that a Writ of Mandamus be issued against those Respondents who have failed to carry out their duties under the South Carolina Rules of Civil Procedure and the governing Laws of the State of South Carolina.

Respectfully Submitted,



R Jay Lagroon
791 SC Hwy 7
McCormick, SC 29835
(864) 391-9100

2015 APR -1 AM 10:34

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

ROBERT JAY LAGROON

APPELLANT(S)

VS.

SBA COMMUNICATIONS CORP

RESPONDENT(S)

2015-CP-35-0006

COMMON PLEAS CASE NUMBER

2014CV3510100096

MAGISTRATE CIVIL CASE NUMBER

VERIFICATION

R. Jay Lagroon DMD and _____, being duly sworn, say that they are the
Petitioners herein, and have read the foregoing Petition and know the contents thereof, that the
same is true of their own knowledge, except as matters therein stated to be alleged on
information and belief; and to those matters they believe them to be true.

SWORN to and subscribed before me

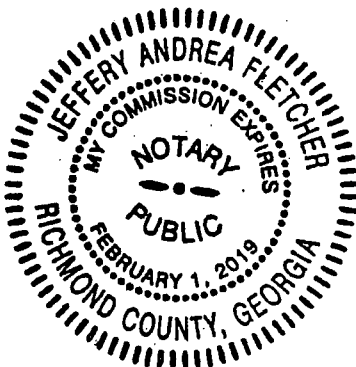
this 31 day of March, 2015.

Notary Public for South Carolina

My Commission Expires: Feb 7, 2019

Signature of Petitioner

Signature of Petitioner



R. JAY LAGROON, DMD PA
791 SC HWY 7
McCORMICK, SC 29835
(864) 391-9100

2015 APR -1 AM 10:34
CLERK OF COURT
McCORMICK COUNTY, SC

Tuesday, March 31, 2015

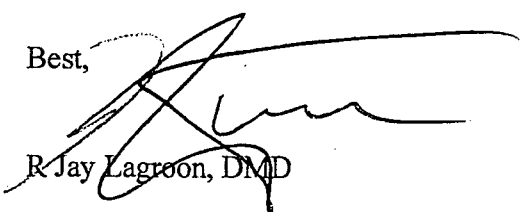
Honorable Judge C. Ryan Johnson
Magistrate
Greenwood County Courthouse
528 Monument Street, Suite 100
Greenwood, South Carolina 29646

Re: 2015-CP-35-0006

Dear Honorable C. Ryan Johnson,

Please find attached the Writ of Mandamus filed in this matter. Please inform me in writing if you agree to transmit the file on appeal to the Clerk of McCormick County Circuit Court. I will kindly withdraw the Writ of Mandamus once I have received the filed transmittal.

Best,


R Jay Lagroon, DMD

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

R. JAY LAGROON,

CLERK OF COURT
MCCORMICK COUNTY
Civil Action No. 2015-CP-35-0006

APPELLANT(S),

vs.

SBA COMMUNICATIONS CORP.

RESPONDENT(S).

RESPONDENT'S
MOTION TO DISMISS
APPEAL FOR LACK OF APPELLATE
JURISDICTION

INTRODUCTION

Mr. Lagroon, representing himself *pro se*, has attempted to take this appeal from an Order and judgment entered in McCormick Magistrate Court civil case number 2014CV3510100096. In that action, Mr. Lagroon alleged that respondent SBA Communications Corp. (SBA) failed to pay Mr. Lagroon rent for the month of March 2014. The alleged missed rent payment was due pursuant to a ground lease agreement between Mr. Lagroon, as lessor, and SBA (as assignee to Nextel South Corp.) as lessee. SBA maintained a cellular communications tower on the leased premises.

The Honorable C. Ryan Johnson, Magistrate for Greenwood County, was appointed to preside over this matter by Order of the South Carolina Supreme Court. A bench trial was held on December 18, 2014. Judge Johnson found in favor of SBA on the failure to pay rent claim and announced his decision from the bench on December 18, 2014 immediately following the trial. Judge Johnson also issued an Order and written notice of judgment on December 22, 2014. Judge Johnson notified the parties of the

Order on December 22 and also caused a copy of the Order and judgment to be mailed to the parties on December 22, 2014.

ARGUMENTS

I. THE NOTICE OF APPEAL WAS NOT TIMELY FILED

Judge Johnson's decision on the failure to pay rent claim was announced to the parties at the trial on December 18, 2014. (Final Order at p. 1 attached as Exhibit A; *see also* Magistrate's Return to Appeal at Exhibit B ("The decision of the court was rendered from the bench . . .")). Rule 18 of the Magistrates Court Rules provides that "[i]f the judgment is announced at the trial in the presence of the parties or their attorneys, the notice of appeal shall be served and filed within thirty (30) days of the date the judgment is announced. Rule 18 SC Rules of Magistrates Court (SCRMC). Mr. Lagroon's Notice of Appeal was filed with this Court on January 28, 2015, which is more than thirty days from December 18, 2014. As such, the Notice of Appeal was not timely filed and should be dismissed.

Additionally, Judge Johnson's written Order and notice of judgment was mailed to the parties on December 22, 2014. (Return to Appeal at Ex. B). Rule 18 of the Magistrates Court Rules provides that a party who wishes to appeal must file a notice of appeal "[w]ithin thirty (30) days after delivery of written notice of judgment to the parties or their attorneys. . ." Rule 18 SCRMC. According to Rule 8 of the Magistrates Court Rules, "[d]elivery by mail of all pleadings and papers after service of the original summons and complaint is complete upon mailing." Rule 8 SCRMC. Written notice of Judge Johnson's Order and notice of judgment was therefore delivered to the parties on

December 22, 2014 and any appeal from that Order should have been filed within thirty days of December 22 – or by January 21, 2015. (Return to Appeal at Ex. B).

Mr. Lagroon's Notice of Appeal was filed with this Court on January 28, 2015. As such, it is untimely regardless of whether the thirty day clock began running from the date the decision was announced from the bench (December 18) or the date that notice of judgment was delivered to the parties (December 22). The failure to comply with the procedural requirements for an appeal divests the court of appellate jurisdiction. State v. Brown, 358 S.C. 382, 387, 596 S.E.2d 39, 41 (2004). Because this Court lacks appellate jurisdiction, it cannot reach the merits of the appeal and it must be dismissed.

II. THE NOTICE OF APPEAL HAS NOT BEEN SERVED.

For the Circuit Court to have appellate jurisdiction over an appeal from Magistrate's Court,

[t]he appellant, within thirty days after written notice of judgment has been given him or his attorney by the magistrate, recorder, or judge of the municipal court, except when the judgment is announced at the trial in the presence of the appellant or his attorney then no written notice is necessary, shall serve a notice of appeal, stating the grounds upon which the appeal is founded.

S.C. Code Ann. § 18-7-20 (emphasis added); *see also* Rule 8, SCRMC (“[w]ithin thirty (30) days after delivery of written notice of judgment . . . a party wishing to appeal shall serve on the respondent and file a notice of appeal.”) (emphasis added). Mr. Lagroon was therefore required to serve SBA with the Notice of Appeal no later than January 21, 2015.

Mr. Lagroon did not serve SBA with a copy of the Notice of Appeal on or before January 21, 2015. (See Affidavit of Jeremy C. Hodges attached as Exhibit C.) Mr.

Lagroon has yet to serve SBA with the Notice of Appeal as of the date of this motion.¹

"Service of the notice of intent to appeal is a jurisdictional requirement, and this Court has no authority to extend or expand the time in which the notice of intent to appeal must be served." *Mears v. Mears*, 287 S.C. 168, 169, 337 S.E.2d 206, 207 (1985) (dismissing appeal to S.C. Supreme Court where notice of appeal was served thirty-six days late). As a result, this Court lacks appellate jurisdiction over this appeal and it should be dismissed.

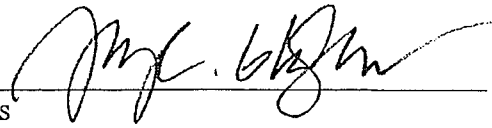
Counsel for SBA is aware that Mr. Lagroon has filed a Certificate of Service indicating that a copy of the Notice of Appeal in this matter was mailed to undersigned counsel on January 27, 2015. As indicated in the Affidavit attached at Exhibit B, no such mailing has been received by counsel for SBA.

WHEREFORE, SBA respectfully requests that its Motion be granted in its entirety, the appeal of Appellant be dismissed with prejudice, and costs and attorneys' fees be awarded to SBA. In addition to the grounds stated in this motion, this motion is supported by the pleadings in this case, statutes, rules, and case law, affidavits, any memoranda that may be filed by SBA, and the argument of counsel at a hearing on this matter.

¹ SBA was not aware of the Notice of Appeal until April 22, 2015, when the non-jury roster for the May 12, 2015 term of court was published by the McCormick County Clerk of Court's Office with this matter on that roster.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____



Jeremy C. Hodges

SC Bar No. 71123

E-Mail: jeremy.hodges@nelsonmullins.com

Graham R. Billings

SC Bar No. 101117

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Columbia, SC 29201

(803) 799-2000

Attorneys for SBA Steel LLC (as the assignee of Nextel South Corp and its assignees)

Columbia, South Carolina

April 28, 2015

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Civil Action No. 2015-CP-35-0006

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AFFIDAVIT OF JEREMY C. HODGES,
ESQUIRE

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5. To my knowledge, the Notice of Civil Appeal has not been served on the Respondent SBA Communications Corp. or any of its agents or officers as of the date of this Affidavit.

6. SBA first learned of the existence of this matter on April 22, 2015 when the non-jury roster for the May 12 term of Court was published by the McCormick County Clerk of Court's Office. A copy of the Notice of Appeal was obtained from the Clerk's office the following day.

7. Appellant has filed a Certificate of Service that claims the Notice of Appeal was mailed to my office on January 27, 2015. No such mailing has been received at my office, however.

8. This fact pattern has happened on multiple occasions during the course of the various matters involving Appellant and my client, SBA. For example, Appellant filed a prior Notice of Appeal in this Court on April 23, 2014 (Civil Action No. 2014-CP-35-0034) that named my client, SBA Steel LLC (as the assignee of Nextel South Corp.) as the Respondent. Appellant also signed a Certificate of Service indicating that a copy of the prior Notice of Appeal had been placed in the mail to my office. That mailing has never been received at my office.

FURTHER AFFIANT SAYETH NOT.

STATE OF SOUTH CAROLINA	)	2015-CP-35-0006
	)	COMMON PLEAS CASE NUMBER
COUNTY OF MCCORMICK	)	2014CV3510100096
	)	MAGISTRATE CIVIL CASE NUMBER
ROBERT JAY LAGROON	)	
APPELLANT(S)	)	REPLY TO MOTION TO DISMISS
VS.	)	
SBA COMMUNICATION CORP.	)	
RESPONDENT(S)	)	

REPLY TO MOTION TO DISMISS CIVIL APPEAL

Now comes the Appellant, Robert Jay Lagroon who would show this Honorable Court:

1

SCRCP RULE 74 states Except for the time for filing the notice of appeal, the procedure on appeal to the circuit court from the judgment of an inferior court or decision of an administrative agency or tribunal shall be in accordance with the statutes providing such appeals. Notice of appeal to the circuit court must be served on all parties within **thirty (30) days after receipt of written notice of the judgment, order or decision appealed from.** In all such appeals the notice of intention to appeal shall be filed with the clerk of the court to which the appeal is taken and with the inferior court or administrative agency or tribunal within the time provided by the statute, or by this rule when no time is fixed by statute, for service of the notice of intention to appeal. **The proceedings in the circuit court shall be in accordance with these rules,** and

priority shall be given to the hearing and disposition of such appeals in accordance with law. Appellant received a copy of Judge Johnson's Order on December 28, 2014, and in accordance with SCRPC Rule 74 filed this appeal on January 28, 2015

2

That a written transcript, which the appellant requested by motion before trial, will show Judge Johnson denied the motion for a court reporter and announced the proceedings were being digitally recorded by the Court. Judge Johnson announced from the bench a written Order would follow within a few days from which an appeal could be perfected.

3

This Respondent has shown a pattern of being less than honest with acknowledging the receipt of documents in a variety of instances. In the collateral pending appeal, the Respondent filed a motion to dismiss civil appeal and then withdrew the Motion after the Respondent located the mailing of the Appellant. (attached).

4

That the Appellant did indeed serve the Respondent(s) with the Notice of Appeal as required by the Rule SCRPC 74. The Respondent admits he has received a filed stamped copy of the certificate of service to the below listed address in "Exhibit C" of the Respondent's Motion to Dismiss.

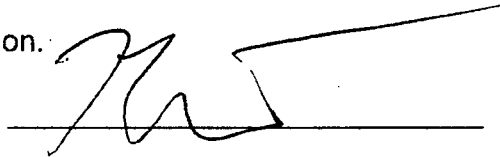
Nelson, Mullins , Riley , & Scarborough LLP

1320 Main St. / 17th Floor

Columbia, SC 29201

Although the South Carolina Supreme Court has stated the "Courts are always Open", the McCormick County Clerk's Office was closed on the day the Appellant initially traveled to McCormick County Clerks office and attempted to file his appeal. When the Appellant spoke to the Clerk, the Appellant was instructed to return at a later time as the **McCormick County Court House was Closed** such to allow the employees of the McCormick County Court House to attend funeral services.

WHEREFORE, ROBERT JAY LAGROON respectfully request that this Motion be denied in its entirety, with costs and attorney's fees being awarded to Robert Jay Lagroon for defending this frivolous Motion.



Robert Jay Lagroon

Po Box 234

Lincolnton Ga 30817

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

ROBERT JAY LAGROON,

APPELLANT(S),

vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

RESPONDENT(S).

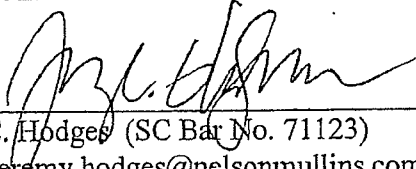
Civil Action No. 2014-CP-35-0034

**NOTICE OF WITHDRAWAL OF
MOTION TO DISMISS**

PLEASE TAKE NOTICE that Respondent SBA Steel LLC (as the assignee of Nextel South Corp) hereby withdraws its Motion to Dismiss that was filed with this Court on June 18, 2014. SBA Steel LLC no longer contests this Court's jurisdiction to entertain this appeal and respectfully requests that it be placed on the Court's October 27, 2014 Non-Jury Roster so that the appeal may be resolved as expeditiously as possible.

WHEREFORE Respondent respectfully withdraws the June 18, 2014 Motion to Dismiss.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

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Columbia, SC 29201

(803) 799-2000

Attorneys for SBA Steel LLC (as the assignee of Nextel South Corp and its assignees)

Columbia, South Carolina
September 10, 2014.

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

R. Jay Lagroon,

Appellant,

vs.

SBA Communications Corp.

Respondent.

FILED
JULY 14 D. CHILES
IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

CASE NO. 2015-CP-35-00006

ORDER

This matter came before the Court on May 9, 2016, for a hearing on Appellant R. Jay Lagroon's ("Appellant") Petition for Writ of Mandamus and Respondent SBA Communications Corp.'s ("Respondent") Motion to Dismiss Appeal for Lack of Appellate Jurisdiction. Present at the hearing were Appellant, who appeared *pro se*, and Graham Billings, Esquire, counsel for Respondent. After considering the law, the arguments of counsel, and all matters submitted, Appellant's Petition for Writ of Mandamus is **GRANTED** and Respondent's Motion to Dismiss is **DENIED**.

FACTUAL AND PROCEDURAL BACKGROUND

On March 24, 2014, Appellant filed an application for eviction against Respondent alleging that Respondent failed to pay rent for use of a cellphone tower located on Appellant's property. The alleged missed rent payments were due pursuant to a ground lease agreement between Appellant, as lessor, and Respondent, as lessee. On December 18, 2014, following a bench trial, the Honorable C. Ryan Johnson, Magistrate for Greenwood County ("Magistrate"), ruled, from the bench, that Respondent properly paid rent to Appellant for the time period at issue.¹ The Magistrate also issued a written Order and notice of judgment on December 22, 2014, and ordered that a copy of his Order and judgment be mailed to the parties. Appellant received a copy of the Order on December 28, 2014. On January 28, 2015, Appellant filed a Notice of Civil Appeal. Appellant, thereafter, filed a Petition for Writ of Mandamus on April 1, 2015. Respondent filed its Motion to Dismiss on May 4, 2015.

¹ Judge Johnson was appointed by then Chief Justice Jean Toal to serve as the magistrate for McCormick County for this case. See The Magistrate's Return to Appeal.

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LEGAL STANDARD

"Whether a matter is appealable is a jurisdictional matter." *Levi v. Northern Anderson Cnty. EMS*, 409 S.C. 374, 379, 762 S.E.2d 44, 47 (Ct. App. 2014). (Internal quotations omitted). Accordingly, "[a]n appellate court may determine the question of appealability of a decision from a lower court as a matter of law." *Ashenfelder v. City of Georgetown*, 389 S.C. 568, 571, 698 S.E.2d 856, 858 (Ct. App. 2010). Where there is no applicable statutory provision, Rule 74, SCRCP, and Rule 75, SCRCP, "make uniform the procedure on appeals to the circuit court." *Karl Sitte Plumbing Co., Inc. v. Darby Development Co. of Columbia, Inc.*, 295 S.C. 70, 76, 367 S.E.2d 162, 165 (Ct. App. 1988).²

DISCUSSION

I. Motion to Dismiss

Respondent argues that pursuant to Rule 18 and Rule 8 of the South Carolina Rules of Magistrates Court ("SCRMC"), Appellant did not timely file his Notice of Appeal ("Notice"). Respondent also argues that even if Appellant did timely file his Notice, Appellant never served Respondent with a copy of the Notice as is required under S.C. Code Ann. § 18-7-20 (Rev. 2014) and Rule 18, SCRMC. Accordingly, Respondent argues that Appellant did not *perfect* his appeal.

Appellant argues that he properly filed a notice of appeal, pursuant to Rule 74, SCRCP. Appellant also alleges that he mailed a copy of the Notice to Respondent's counsel of record, Jeremy C. Hodges, Esquire, ("Respondent's Counsel") within the required 30 days. Accordingly, Appellant argues that he perfected his appeal and that this court possesses jurisdiction over the appeal.

A. Filing of Notice of Appeal

Respondent argues that since the Magistrate announced his judgment at trial on December 18, 2014, pursuant to Rule 18, SCRMC, Appellant had thirty days from December 18 to file his appeal; Appellant filed his appeal on January 28, 2015. Rule 18, SCRMC, provides, in relevant part, the following:

Within thirty (30) days after delivery of written notice of judgment to the parties or their attorneys, a party wishing to appeal shall serve on the respondent and file a notice of appeal containing a statement of the grounds for appeal with the magistrate rendering the judgment and with the Circuit

² For clarity, the Court discusses Rules 74 and 75 in its "Discussion" section, *infra*.

Court of the County where the judgment was rendered. If the judgment is announced at the trial in the presence of the parties or their attorneys, the notice of appeal shall be served and filed within thirty (30) days of the date the judgment is announced.

Id. Respondent further argues that pursuant to Rule 8, SCRMC, even if the Court were to consider the date that the Magistrate "delivered" his written order to the parties, Appellant's appeal would still be untimely. Rule 8, SCRMC, provides, in relevant part, that: "[d]elivery by mail of all pleadings and papers after service of the original summons and complaint *is complete upon mailing.*" *Id.* Thus, according to Respondent, since delivery of the Magistrate's Order was complete upon mailing, December 22, 2014, and since Appellant did not file his appeal until January 28, 2015, Appellant's appeal was untimely.

Appellant argues that based on Rule 74, SCRCP, he had thirty days after receiving written notice of the Magistrate's Order to file his Notice. Accordingly, Appellant argues that since he received written notice of the Magistrate's Order on December 28, 2014, and since he filed his Notice on January 28, 2015, he timely filed his Notice.³ The Court agrees.

Rule 74, SCRCP, provides, in relevant part, the following:

Except for the time for filing the notice of appeal, the procedure on appeal to the circuit court from the judgment of an inferior court or decision of an administrative agency or tribunal *shall be in accordance with the statutes providing such appeals.* Notice of appeal to the circuit court must be served on all parties within thirty (30) days *after receipt of written notice* of the judgment, order or decision appealed from. In all such appeals the notice of intention to appeal shall be filed with the clerk of the court to which the appeal is taken and with the inferior court or administrative agency or tribunal within the time provided by the statute, or by this rule when no time is fixed by statute, for service of the notice of intention to appeal.

Id. (Emphasis added).

³ Thirty days from December 28, 2014, was January 27, 2015, not January 28th. Appellant, however, attempted to file his appeal on January 27, but the McCormick County Clerk of Court's Office was closed between 12:00 p.m. to 1:30 p.m., the time wherein he attempted to file his appeal. Respondent has not challenged Appellant's failure to file his appeal on the 27th. Respondent, instead, contends that Appellant should have, at the latest, filed his appeal by January 21, 2015, 30 days from when the Magistrate mailed his written Order on December 22, 2014.

Appellant argues that since Rule 74 provides that notice of appeal must be served within 30 days "after receipt of written notice," he had 30 days from December 28, 2014, to file his Notice. This specific language, however, is not dispositive because there are statutes that govern appeals from magistrate's court. Rule 74 expressly provides that the procedure on appeal to circuit court "shall be in accordance with the statutes providing such appeals." *Id.* Moreover, as noted above, "Rules 74 and 75 make uniform the procedure on appeals to the circuit court *where there is no provision by statute* and do not replace any provision either in Title 18 relating to such appeals[.]" *Karl Sitte Plumbing*, 295 S.C. at 76, 367 S.E.2d at 165. (Emphasis added). S.C. Code Ann. § 18-7-10 to -300 (1976) governs appeals to the circuit court with limited exceptions.⁴ Section 18-7-20 provides the following:

The Appellant, within thirty days after written notice of judgment has been given [to] him or his attorney by the magistrate, recorder, or judge of the municipal court, except when the judgment is announced at the trial in the presence of the appellant or his attorney then no written notice is necessary, shall serve a notice of appeal, stating the grounds upon which the appeal is founded.

Id. In this case, confusion was created when the Magistrate issued both an oral order and a written order. Pursuant to Section 18-7-20, since the Magistrate announced the judgment at trial, no written notice of judgment was necessary. However, the Magistrate issued a written notice of judgment and ordered that a copy of his Order be delivered to the parties. *See* The Magistrate's Return to Appeal at 1. Although Rule 8, SCRMC, provides that "delivery" of written notice is complete upon mailing, the plain reading of Section 18-7-20 provides that written notice must actually be "given" to an appellant. A copy of the Order was not "given" to Appellant until December 28, 2015, the date he received it in the mail. As a *pro se* litigant, Appellant was justified in believing that pursuant to Rule 74, SCRCP, he had 30 days to file his Notice beginning from the date that he actually received written notice of the Magistrate's judgment, December 28, 2015. Appellant filed his Notice on January 28, 2015. Appellant, thus, timely filed his Notice.

⁴ Probate court appeals are governed by S.C. Code Ann. § 62-1-308 (Supp. 2015), and criminal magistrates court appeals are governed by S.C. Code Ann. § 18-3-10 to -70 (1976).

B. Service of Notice of Appeal

"[T]he plaintiff in an action bears the burden of proving jurisdiction when the defendant challenges it." *Eldridge v. City of Greenwood*, 331 S.C. 398, 410, 503 S.E.2d 191, 197 (Ct. App. 1998). Moreover, "service of the notice of intent to appeal is a jurisdictional requirement[.]" *Mears v. Mears*, 287 S.C. 168, 169, 337 S.E.2d 206, 207 (1985). Respondent argues that it was not served with Appellant's Notice. Appellant, however, argues that he mailed a copy of his Notice to Respondent's Counsel. On January 28, 2015, Appellant filed a Certificate of Service indicating that on January 27, 2015, he mailed a copy of his Notice both to Respondent's Counsel and to the Magistrate.

Rule 5(b)(1), SCRCP, provides the following:

Whenever under these rules service is required or permitted to be made upon a party represented by an attorney the service shall be upon the attorney unless service upon the party himself is ordered by the court. Service upon the attorney or upon a party shall be made by delivering a copy to him or by mailing it to him at his last known address or, if no address is known, by leaving it with the clerk of court. . . . Service by mail is complete upon mailing of all pleadings and papers subsequent to service of the original summons and complaint.

Id. On February 9, 2015, the Magistrate filed a Return to Appeal.⁵ Accordingly, it appears that the Magistrate received a copy of Appellant's Notice; Respondent, however, argues that it did not receive a copy.

Pursuant to Rule 5(b)(1), SCRCP, service of a notice of appeal is complete upon mailing. Appellant contends that he mailed his Notice to Respondent. Appellant did not serve a copy by certified mail. "There is no requirement for use of certified mail in Rule 5." *Wiggins v. Todd*, 296 S.C. 432, 434, 373 S.E.2d 704, 705 (Ct. App. 1988). Since service of a notice of appeal is complete upon mailing, and the Certificate of Service indicates that Appellant mailed a copy of his Notice to Respondent's Counsel, Appellant properly served his Notice on Respondent.

II. Writ of Mandamus

Since the appeal was properly perfected, this Court now turns to Appellant's Petition for Writ of Mandamus. "The primary purpose of a writ of mandamus is to enforce an established right and to enforce a corresponding imperative duty created or imposed by law." *Wilson v.*

⁵ In his Return to Appeal, the Magistrate summarily provided that since Appellant's appeal was untimely, no Return was required. See The Magistrate's Return to Appeal.

Preston, 378 S.C. 348, 354, 662 S.E.2d 580, 582 (2008). "To obtain a writ of mandamus requiring the performance of an act, the petitioner must show (1) a duty of respondent to perform the act, (2) the ministerial nature of the act, (3) the petitioner's specific legal right for which discharge of the duty is necessary, and (4) a lack of any other legal remedy." *Porter v. Jedziniak*, 334 S.C. 16, 18, 512 S.E.2d 497, 498 (1999). "Whether to issue a writ of mandamus lies within the sound discretion of the trial court[.]" *Charleston Cnty. Sch. Dist. v. Charleston Cnty. Election Comm'n*, 336 S.C. 174, 179, 519 S.E.2d 567, 570 (1999).

On April 1, 2015, Appellate filed a Petition for a Writ of Mandamus asking the court to "command" the Magistrate to transmit the certified original record in this matter. Appellant's Petition for Writ of Mandamus at 1. Rule 75, SCRPC, provides, in relevant part, the following:

Appeals to the circuit court shall be made upon the original record in the lower court or administrative agency or tribunal. Upon filing of notice of appeal in an action the original record shall be certified by the clerk of the inferior court or administrative agency or tribunal and transmitted within thirty (30) days to the clerk of the court to which the appeal is taken. If the lower court, agency or tribunal has no clerk, then the original record shall be certified and transmitted by the judge or chief official of the lower court, agency or tribunal.

Id. According to Appellant, "the original record has neither been certified by the clerk of the inferior Court or [sic] transmitted to the McCormick County Clerk of Court." Appellant's Petition for Writ of Mandamus at 2. It appears that the Magistrate did not certify an original record in this matter because he believed that Appellant did not timely file his Notice. In the Magistrate's Return to Appeal, he provided that "[t]he Plaintiff filed this appeal on January 28, 2015, thirty-seven days after delivery of written notice of judgment. Therefore, the Plaintiff's appeal is untimely and no return is required." See The Magistrate's Return to Appeal. However, as has been expressed above, Appellant timely filed and served his Notice. Accordingly, the Court grants Appellant's Petition for a Writ of Mandamus. The Magistrate has 30 days after receiving a copy of this Order to certify the original record, *see* Rule 75, SCRPC, and file his return, *see* S.C. Code Ann. § 18-7-60 (Rev. 2014). After the Magistrate has certified the original record and filed his return, Appellant's appeal shall be set for a hearing.

ORDER

For the reasons stated above, it is therefore **ORDERED** that Appellant's Petition for Writ of Mandamus is **GRANTED** and Respondent's Motion to Dismiss Appeal for Lack of Appellate Jurisdiction is **DENIED**.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Presiding Judge

Columbia, South Carolina
August 15, 2016

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STATE OF SOUTH CAROLINA) FILED
COUNTY OF MCCORMICK) GWEN POLYN O. CHILES
IN THE ELEVENTH CIRCUIT COURT
OF COMMON PLEAS
2016 SEP 16 A 8:50

R. JAY LAGROON)
APPELLANT)
-vs.-)
SBA COMMUNICATION CORP,)
RESPONDENT)
CLERK OF COURT
MCCORMICK COUNTY
SECOND RETURN TO APPEAL
2015-CP-35-0006
2014CV3510100096
CASE NUMBERS

In response to Judge Alison Lee's Order dated August 15, 2016, the Court provides the following return.

On March 24, 2014, the plaintiff filed an application for eviction against the defendant claiming (1) The tenant fails or refuses to pay the rent when due or when demanded and (2) The terms or conditions of the lease have been violated. On April 14, 2014, the defendant responded to the application, denied the allegations of the plaintiff and filed a counterclaim for breach of contract. The plaintiff answered the counterclaim on April 29, 2014 and requested a jury trial on the counterclaim only.

On May 8, 2014, the plaintiff filed a motion to have Judge John C. Long recused from the present case. The plaintiff based his motion on Judge Long's ex parte communication with the defendant and an order he had issued that was currently under appeal.

On July 23, 2014, South Carolina Chief Justice Jean Toal ordered that I, C. Ryan Johnson, Magistrate for Greenwood County, dispose of McCormick Magistrate Court civil case number 2014CV3510100096.

On August 5, 2014, I sent both parties a letter informing them that I had been appointed to the case and suggesting that if they consented to withdrawing the appeal, I could void Judge Long's order so that the case may proceed in a timely manner.

On August 8, 2014, the defendant responded to the letter and consented to withdrawing the appeal. The plaintiff responded on August 19, 2014 and stated that he would not consent as it was not in his best interest.

On October 27, 2014, The Honorable William Keesley heard the plaintiff's appeal and ordered Judge Long's order is null and void. Jude Keesley denied the plaintiff's request for fees and costs. The plaintiff requested the Circuit Court reconsider the denial of fees and costs.

After receiving notice of Judge Keesley's order on November 12, 2014, I instructed the McCormick Magistrate Court to schedule the case for trial. The trial was set for December 18, 2014. All parties were notified of the trial and appeared.

On December 10, 2014, the plaintiff sent notice that he intended to request a continuance. All parties were notified that any continuance requests would be heard on December 18th. The plaintiff filed a packet of motions with the court on December 17, 2014.

On December 18, 2014, all three causes of action and all motions made by the plaintiff were addressed in the Magistrate's Court before Judge C. Ryan Johnson. The plaintiff's action for failure to pay rent was heard as a bench trial. The plaintiff's action for violation of a term or condition of the lease was dismissed on motion for summary judgment. The defendant's counterclaim for breach of contract was presented to the jury. After deliberation, the jury returned a verdict in favor of the plaintiff.

The plaintiff's first motion was a request that the trial and all of the proceedings be video-taped or in the alternative that a court reporter be present to make a transcript and if approved, a continuance be granted to allow for both or either to be arranged. This motion was denied. All proceedings were digitally recorded by the court.

The plaintiff's second motion was a request for a change of venue. The plaintiff requested that the trial be continued and moved to Greenwood for the convenience of all of the parties and the judge. This motion was denied.

The plaintiff's third motion was a request for a continuance because he was taking prescription medication that could affect his ability to properly present his case. This motion was denied.

The defendant made two evidentiary pretrial motions. The first was a motion to suppress any evidence related to the alleged abduction and sexual assault of the plaintiff's child. This motion was granted. The second was a motion to limit testimony to the issues of the case. This motion was denied.

The defendant also made a motion for summary judgement on both of the plaintiff's causes of action. There was a material question as to the facts with regards to the payment of rent, so the defendant's motion as to that cause of action was denied.

The defendant's motion for summary judgement was granted as to the alleged violation of a term or condition of the lease. The plaintiff alleged that the defendant was required to provide him notice before they accessed the property or before they removed anything from the property. This was directly contradicted by paragraphs 6(a) and 6(c) of the lease agreement. As there were no questions to the material facts, summary judgement was issued as a matter of law.

Testifying at the bench trial were the plaintiff and Sheila Sonnenberg. The plaintiff testified that the defendant had not paid rent in the amount of \$1,957.15 for the month of March 2014. He further testified that a deposit on a closed account of his in the amount of \$1,957.15 made on February 26, 2014 was for commercial rent from a Ms. Felix.

Ms. Sonnenberg testified that she is a nurse and has been working for the plaintiff for about 5 years. In February 2014, the plaintiff asked Ms. Sonnenberg to assist Ms. Felix, a stroke victim, with her daily needs. Ms. Sonnenberg further stated that she did not know the relationship between the plaintiff and Ms. Felix, nor did she want to know. Ms. Sonnenberg testified that on February 26, 2014, she deposited \$1,957.15 in cash into an account with First Citizens bank on behalf of Ms. Felix.

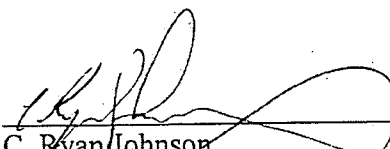
All items sought to be admitted into evidence by the plaintiff were accepted into evidence with the exception of an empty envelope.

The defendant's evidence showed that it had paid rent regularly; that it sent a \$1,957.15 rent payment via direct deposit on February 25, 2014 for March 2014 rent; that on February 26, 2014 the bank credited the plaintiff's account for the payment; that at the time of the deposit, the plaintiff's account was closed; that the bank issued the plaintiff a cashier check on February 28, 2014; and that the plaintiff deposited that check on March 7, 2014.

At no time did the plaintiff request a directed verdict, renew any of his objections, or request a new trial.

All of the proceedings were digitally recorded by the court and a copy has been provided to the plaintiff at his request.

A copy of the orders issued in this case is attached as well as a copy of the pleadings.
Respectfully Submitted,


C. Ryan Johnson
Magistrate, Greenwood County
by Special Appointment for McCormick County

September 13th, 2016

COPY

STATE OF SOUTH CAROLINA)
)
COUNTY OF MCCORMICK)
)
R. JAY LAGROON)
PLAINTIFF)
-vs.-)
SBA COMMUNICATION CORP,)
DEFENDANT)

IN THE MAGISTRATE COURT
FILED
GWENDOLYN D. CHILES
2016 SEP 16 FINAL ORDER
CLERK OF COURT
MCCORMICK COUNTY, SC
2014CV3510100096
CIVIL CASE NUMBER

Summary of Pleadings and Proceedings

On March 24, 2014, the plaintiff filed an application for eviction against the defendant claiming (1) The tenant fails or refuses to pay the rent when due or when demanded and (2) The terms or conditions of the lease have been violated. On April 14, 2014, the defendant responded to the application, denied the allegations of the plaintiff and filed a counterclaim for breach of contract. The plaintiff answered the counterclaim on April 29, 2014 and requested a jury trial on the counterclaim only.

On December 18, 2014, all three causes of action were addressed in the Magistrate's Court before Judge C. Ryan Johnson. The plaintiff's action for failure to pay rent was heard as a bench trial. After the presentation of all of the testimony and evidence, the court found that the defendant had paid rent as agreed and denied the plaintiff's application. The plaintiff's action for violation of a term or condition of the lease was dismissed on motion for summary judgment. The defendant's counterclaim for breach of contract was presented to the jury. After deliberation, the jury returned a verdict in favor of the plaintiff.

Jurisdiction

The Court has both Personal and Subject Matter Jurisdiction. The parcel of land owned by R. Jay Lagroon and leased to SBA Communication Corp (SBA) is located in McCormick County, SC. Both parties appeared in court on December 18, 2014 and neither party challenged personal jurisdiction.

Plaintiff's action for failure to pay rent

On October 26, 2004, Lagroon and SBA¹ entered into a ground lease agreement, allowing SBA to erect a cell tower on the property. In exchange, SBA was to pay rent of \$1,500.00² to Lagroon. Rent was arranged to be paid by SBA through direct deposit into an account of Lagroon's choosing. Rent is always due by the first of the month.

Lagroon claims that SBA did not pay rent for the month of March 2014. Bank records show that on February 25, 2014, SBA deposited \$1,957.15 into the account in which Lagroon had previously received rent deposits. At the time of the deposit, the account was closed. The bank recorded the deposit into the closed account on February 26, 2014 and issued Lagroon a cashier check for \$1,957.15 on February 28, 2014. Lagroon deposited the cashier check on March 7, 2014.

After reviewing the testimony and evidence presented, the court finds the facts as stated and denies the plaintiff's application for eviction.

Plaintiff's action for violation of a term or condition of the lease

The plaintiff alleges that SBA is required to provide notice before SBA access the property or removes the cell tower. SBA denies the allegations and moved for summary judgment on the issue. The facts viewed in the light most favorable to the plaintiff are as follows.

Sometime in December 2013, SBA decided to remove the cell tower from the property. On February 25, 2014, SBA sent a contractor to the property to begin taking down the cell tower. Lagroon confronted the contractor and called law enforcement. After law enforcement arrived, the contractor left the property. SBA did not return to the property after this incident.

The only sections of the lease addressing removal of the cell tower and access to the cell tower are Sections 6(a) and (c). Section 6(a) of the lease grants SBA the right to construct, erect, maintain, replace, remove, operate, and upgrade the premises. Section 6(c) grants SBA's agents, employees, and contractors twenty-four hours a day, seven days a week access to the property, without notice.

As the lease does not require notice to be given for either accessing or removing the property, the plaintiff's application is summarily dismissed. Further,

even if a violation did exist, the plaintiff did not send the defendant notice to cure as required in Section 10 of the lease.

Defendant's counterclaim for breach of contract

The plaintiff requested a jury trial on the defendant's counterclaim. The trial was held on December 18, 2014. After presentation of the evidence, arguments of the parties, and instruction on the law, the jury returned a verdict in favor of the plaintiff. The court accepted the jury's verdict, denying the defendant's claim.

Therefore, it is ORDERED:

The Plaintiff's application for eviction based on failure to pay rent is denied.

The Plaintiff's application for eviction based on the defendant's violation of a term or condition of the lease is dismissed.

The Defendant's counterclaim for breach of contract is denied.

Pursuant to SC Code §27-37-110, SBA shall remain in possession of the property, SBA shall have unrestricted access to the property, and SBA shall continue to pay rent until the termination of the lease by agreement or operation of law.

It is so ORDERED, this 22nd day of December, 2014.


C. Ryan Johnson, Magistrate
by special appointment
for McCormick County

¹ The original tenant listed on the lease is Nextel South Corp. At some time before February 2014, the lease was assigned to SBA.

² The original lease established rent at \$1,500.00 and allowed for the rent to increase annually. By February 2014, SBA was paying rent in the amount of \$1,957.15.

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

2014CV3510100096

CIVIL CASE NUMBER

MAGISTRATE'S COURT

RULE TO VACATE OR SHOW CAUSE
GWENDOLYN D. CHILES

R. Jay Lagroon
Po Box 234
Lincolnton, GA 30817
(864) 391-9100

2016 SEP 16 A 8:50

CLERK OF COURT
MCCORMICK COUNTY, SC

PLAINTIFF(S)

Vs

S B A Communication Corp.
791 Highway 7
McCormick, SC 29835

DEFENDANT(S)

Upon the application of the Plaintiff(s) listed above, which states:

TENANT HAS FAILED TO PAY RENT WHEN DUE OR DEMANDED.
THE TERMS OR CONDITIONS OF THE LEASE HAVE BEEN VIOLATED.

You the defendant(s) or lessee(s) of the premises located at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code of Laws Section 27-37-10 or contact the: McCormick Magistrate, 211 West Augusta Street, Extension, Post Office Box 1116, McCormick, SC 29835, (864) 852-2316, within ten (10) days excluding date of service, for the purpose of showing why you and all occupants should not be ejected from these premises.

FAILURE TO VACATE THE PREMISES OR TO RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE
ISSUANCE OF A WRIT OF EJECTMENT.

Monday, March 24, 2014

JUDGE, McCormick Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, says that he attempted to serve the Rule to Vacate or Show Cause on
S B A Communication Corp. on:

DATE TIME INITIALS

DATE OF SERVICE

1. _____

TIME OF SERVICE

2. _____

SETTLED/DATE

3. _____

VACANT/DATE

Sworn to and subscribed before me

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT:

This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

On _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH
FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

2014CV3510100096

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ANSWER TO COUNTERCLAIM

CLERK OF COURT
MCCORMICK COUNTY, SC

R. Jay Lagroon
Po Box 234
Lincolnton, GA 30817
(864) 391-9100

PLAINTIFF(S)

Vs

S B A
Communication
Corp.
791 Highway 7
McCormick, SC
29835

DEFENDANT(S)

On 4/28/14 I was served with a Counterclaim. My Answer to Counterclaim which is hereby filed with the McCormick County Summary Court, is as follows:

CHECK ONE:

- A. ☐ I admit everything in the complaint and do not want a trial.
B. ☐ I admit that I am responsible, but not for the total amount claimed because: (use additional pages if necessary)
C. ☒ I deny that I am responsible at all because: (use additional pages if necessary): because
Defendant has previously failed to pay rent
& continues to be in arrears. (P10 of the lease)
Plaintiff demands a trial by jury on Defendant's Counterclaim.

YOU MUST FILE THIS DOCUMENT WITH THE COURT BEFORE COURT DATE

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER TO COUNTERCLAIM IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: 4/29/2014

SIGNATURE OF DEFENDANT(S)/PLAINTIFF(S)/(ATTORNEY)

PLEASE RETURN TO:

McCormick County
McCormick Magistrate
211 West Augusta Street, Extension
Post Office Box 1116
McCormick, SC 29835
Phone: (864) 852-2316 Fax: (864) 852-2582

MV3

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

2014CV510100096
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT OF SERVICE FOR COUNTERCLAIM

2015 SEP 16 A 8:50

CLERK OF COURT
MCCORMICK COUNTY, SC

R. Jay Lagroon
Po Box 234
Lincolnton, GA 30817

PLAINTIFF(S)

Vs

S B A Communication Corp.
791 Highway 7
McCormick, SC 29835

DEFENDANT(S)

PERSONALLY APPEARED BEFORE ME _____
WHO, BEING DULY SWORN, SAYS THAT, ON THE _____ DAY OF _____
20 _____, S/HE SERVED _____
THE PLAINTIFF ABOVE NAMED, BY DELIVERING COPIES THEREOF TO

_____ PERSONALLY AND LEAVING THE SAME
WITH _____

AT Sent Certified Mail
_____, THE PLACE OF RESIDENCE/WORK/OTHER OF SAID PLAINTIFF
AND THAT THE DEPONENT IS NOT A PARTY TO THIS ACTION.

☐ UNABLE TO LOCATE AND SERVE THE ABOVE PROCESS ON THE PLAINTIFF AFTER DILIGENT
EFFORTS TO DO SO. THE PROCESS IS RETURNED UNEXECUTED.

Deputy Sheriff/Constable/Process Server

DATE

Return to:

Mccormick Magistrate
211 West Augusta Street, Extension Post Office Box 1116
McCormick, SC 29835
Phone: 8648522316 Fax: 8648522582

7012 3050 0000 9974 8166

CERTIFIED MAIL RECEIPT	
Certified Mail Only, No Insurance Coverage Provided	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.46
Registered Fee	3.10
Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.11

Postmark Here

3-31-14

Sent To: SBA Communications Corp.
 Street, Apt. No., or PO Box No.: 5900 Broken Sound Parkway NW
 City, State, ZIP+4: Boca Raton, FL 33487

PS Form 3800, August 2006 See Reverse for Instructions

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. 1. Article Addressed to: SBA Communications Corp. 5900 Broken Sound Parkway NW Boca Raton, FL 33487 2. Article Number (Transfer from service label) 7012 3050 0000 9974 8166	A. Signature ☒ Agent ☐ Addressee X <i>K M Heinrich</i> B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below 3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

FILED
 GWEINOLD M. CHILES
 2016 SEP 16 A 8:51
 CLERK OF COURT
 MCCORMICK COUNTY, SC

SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION FOR 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 ☒ Agent ☐ Addressee B. Received by (Printed Name) <u>Lagroon</u> C. Date of Delivery <u>7/28/17</u> D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
1. Article Addressed to: <u>R. Lagroon</u> <u>Po Box 234</u> <u>Lincolnton, GA 30817</u>		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) <u>7012 3050 0000 9973 7221</u>		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	.48
Service Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48

Sent To R. Lagroon
Street, Apt. No., or PO Box No. PO Box 234
City, State, ZIP+4 Lincolnton, GA 30817

PS Form 3800, August 2005 See Reverse for Instructions

FILED
GWENDOLYN D. CHILES
2016 SEP 16 A 8:51
CLERK OF COURT
McCORMICK COUNTY, SC

The Supreme Court of South Carolina

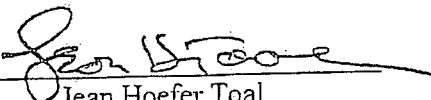
Re: Magistrate Appointment for Recusal in McCormick County

ORDER

I find that the magistrates of McCormick County have recused themselves in the civil case of R.J. Lagroon v. SBA Communication Corp. in order to avoid any appearance of impropriety. I further find that Greenwood County Magistrate C. Ryan Johnson has agreed to dispose of this case. Therefore, the judges of the magistrate and municipal courts of South Carolina being a part of the uniform statewide judicial system and pursuant to the provisions of Article V, Section 4, South Carolina Constitution,

IT IS ORDERED that Greenwood County Magistrate C. Ryan Johnson is assigned as a McCormick County Magistrate for the purpose of disposing of the civil case of R.J. Lagroon v. SBA Communication Corp. and the County of McCormick is to provide the necessary facilities and staff to assist in the disposition of this case.

This Order is effective immediately and remains in effect until the final disposition of this case.


Jean Hoefer Toal
Chief Justice

July 23, 2014
Columbia, South Carolina

FILED
GWENDOLYN D. CHILES
2014 SEP 15 A 8:51
CLERK OF COURT
McCORMICK COUNTY, SC

864-851-2316

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

R. JAY LAGROON,

Civil Action No. 2015-CP-35-0006

APPELLANT(S),

vs.

RESPONDENT'S BRIEF

SBA COMMUNICATIONS CORP.

RESPONDENT(S).

SBA Communications Corp. ("SBA") files this Brief in response to the Notice of Appeal from by R. Jay Lagroon ("Dr. Lagroon"). For the reasons set forth below, the Court should affirm the Magistrate Court's rulings and deny Dr. Lagroon's appeal.

STATEMENT OF THE CASE

I. The Present Rent Action.

This action arises out of a dispute between Dr. R. Jay Lagroon and SBA. Dr. Lagroon leased part of his property to SBA (as assignee to Nextel South Corp.) for a cellular communications tower. In December 2013, SBA decided to decommission (e.g. take down) the tower. (Dec. 22, 2014 Order p. 2, attached to 2d Return to Appeal.) On February 25, 2014, independent contractors hired by SBA attempted to access the tower site, but were prohibited from doing so by Dr. Lagroon. (*Id.*)

On March 24, 2014, Dr. Lagroon filed a *pro se* rule to vacate or show cause against SBA in McCormick County Magistrate Court that was assigned civil case number 2014CV3510100096 ("the Rent Action"). The Rule to Vacate or Show Cause alleged that SBA failed to pay the rent for March 2014 and violated the parties' ground lease by failing to give Dr. Lagroon advance notice

before its contractors entered the property. (Rule to Vacate or Show Cause.) SBA asserted a counterclaim for breach of the lease and sought to recover all rents paid to Dr. Lagroon after March 2014, when it originally planned to have the tower taken down.¹ (Resp. to Rule to Vacate or Show Cause.) Dr. Lagroon requested a bench trial on his claims. SBA requested a jury trial on its counterclaim. Magistrate Judge C. Ryan Johnson scheduled the trial for December 18, 2014.

The day before trial, Dr. Lagroon filed: (1) a motion for a continuance based on the posture of an earlier filed action (addressed in Section II below), and because of emotional stress caused by the fact that Dr. Lagroon's son was the victim of a serious crime; (2) a motion to change the venue to Greenwood County; and (3) a motion to record the trial by videotape or court reporter. (Dec. 17, 2014 Motions, attached to Notice of Appeal.)

The trial went forward on December 18, 2014. Prior to trial, Judge Johnson:

- denied Dr. Lagroon's pre-trial motions on the record following a lengthy hearing, (Second Return to Appeal pp. 2-3);
- granted SBA summary judgment on Dr. Lagroon's claim that SBA breached the lease by failing to give Dr. Lagroon advance notice that its contractors intended to access the site, (*Id.*); and
- denied Dr. Lagroon's motion for summary judgment on the claim that SBA failed to pay the March 2014 rent, (*Id.* p. 3.)

At trial, Dr. Lagroon testified that SBA failed to pay rent due for March 2014. (2d Return to Appeal p. 3.) Dr. Lagroon's employee, Sheila Sonnenberg, testified that in February 2014 she deposited \$1,957.15 in cash into an account with First Citizens Bank on behalf of a woman named Ms. Felix.² (*Id.* pp. 3-4.) Dr. Lagroon testified that the cash deposit was for rent due from Ms. Felix pursuant to a commercial lease and that a cashier's check issued by First Citizens on February 26,

¹ Dr. Lagroon barred SBA from accessing the property while the Magistrate Court Rent Action was pending. As a result, and to ensure it eventually got access to the site to remove the tower, Dr. Lagroon received another rent payment every month that passed until the Magistrate Court Rent Action was resolved. SBA's counterclaim attempted to recoup those rent payments.

² Ms. Felix had apparently suffered a stroke and required assistance with her daily affairs.

2014 represented this cash deposit. (*Id.*) Dr. Lagroon produced a copy of the commercial lease, which was accepted into evidence. The Felix lease stated that it terminated in September 2013 and that Ms. Felix's rent was \$1,400 per month. (Commercial Lease, attached to Notice of Appeal.) Dr. Lagroon also entered into evidence a letter to Ms. Felix dated January 18, 2014. This letter, from Dr. Lagroon, provided that Ms. Felix's rent for 2014 was \$1,957.15 per month. (Letter, attached to Notice of Appeal.) Finally, Dr. Lagroon attempted to enter into evidence an empty envelope postmarked from First Citizens Bank. (Envelope, attached to Notice of Appeal.³) The Magistrate Court accepted all exhibits submitted by Dr. Lagroon into evidence except the envelope. (2d Return to Appeal p. 4.)

SBA entered the original ground lease agreement dated October 26, 2004 between Dr. Lagroon and Nextel into evidence, along with the subsequent assignments to SBA as lessee. The lease provides that rent was \$1,500 for the first year of the lease and increased 3% annually on October 26 of each year. SBA also introduced bank records from First Citizens Bank for an account belonging to Dr. Lagroon along with affidavits from records custodians. These bank records established that SBA regularly deposited rent into Dr. Lagroon's account at First Citizens. (*Id.* p. 4.) The bank records also established that SBA deposited \$1,957.15 in Dr. Lagroon's account on February 25, 2014, and that the deposit was credited to Dr. Lagroon's account the next day.⁴ (*Id.*) Dr. Lagroon had closed the First Citizens account earlier that month, however. As a result, First

³ The envelope filed with the Notice of Appeal does not accurately reflect the envelope presented at trial. The cashier's check was not attached to the original envelope when they were presented at trial. Dr. Lagroon apparently scanned the two items side-by-side on a single page and attached them to the Notice of Appeal to create the appearance that they are in fact related.

⁴ \$1957.15 is equal to \$1,500 compounded by 3% nine times, once per year since October 26, 2004.

Citizens issued a cashier's check on February 28, 2016 in the same amount as the SBA deposit. (*Id.*) Dr. Lagroon deposited the cashier's check in another account on March 7, 2014. (*Id.*)

Based on that evidence, Magistrate Johnson was asked to resolve the question of whether the February 26, 2014 cashier's check from by First Citizens in the amount of \$1,957.15 represented SBA's rent payment for March 2014 (as SBA contended) or the cash deposit by Dr. Lagroon's employee, Ms. Sonnenberg, that was made on behalf of Ms. Felix pursuant to a different commercial lease (as Dr. Lagroon contended). After weighing the evidence, the Court ruled in favor SBA and found that the March 2014 rent due under the ground lease had been paid to Dr. Lagroon. (*Id.*) Magistrate Johnson announced his decision from the bench at trial on December 18, 2014, and subsequently issued a Final Order dated December 22, 2014. (Attached to 2d Return to Appeal). The jury found in favor of Dr. Lagroon on SBA's counterclaim to recoup excess rent, and that decision was not appealed by either party. (*Id.*)

Dr. Lagroon filed a Notice of Appeal on January 28, 2015. (Notice of Civil Appeal.) On February 5, 2015, the Magistrate Court filed its first return finding that Dr. Lagroon's appeal was untimely, and thus no return was required. SBA also moved to dismiss the appeal for lack of jurisdiction on the grounds that the notice of appeal was not timely. (1st Return to Appeal; May 1, 2015 Mot. to Dismiss Appeal.) On August 15, 2016, Judge Lee denied SBA's motion to dismiss and directed that the Magistrate file a complete return. (Aug. 18, 2016 Order.) On September 16, 2016, the Magistrate Court filed a Second Return detailing the magistrate court proceedings. (Second Return to Appeal.) The merits of Dr. Lagroon's appeal are now before this Court.

II. The Earlier Cease and Desist Action.

Another matter involving these same parties was also pending in December 2014, when the present Rent Action was tried. This other matter ("the Cease and Desist Action") has been fully

resolved by Judge Keesley of this Court. Two of Dr. Lagroon's grounds for appeal in this matter refer to the Cease and Desist Action, so that matter is addressed here.

As noted above, Dr. Lagroon barred SBA's contractors from accessing the tower site in February 2014. Afterwards, one of the contractors (unbeknownst to SBA) apparently contacted Magistrate Judge Long of McCormick County about their inability to access the tower site. On March 21, 2014, Judge Long entered an uncaptioned Order directing Dr. Lagroon to cease and desist from inhibiting SBA's rights under the ground lease. Dr. Lagroon appealed to this Court, arguing that the cease and desist order was null and void because it was issued without notice and outside the context of a pending legal action. (Notice of Civil Appeal, *Robert Jay Lagroon v. SBA Steel, LLC*, Case No. 2014-CP-35-0034.)

On October 27, 2014, Judge Keesley issued an Order declaring Magistrate Judge Long's Case and Desist Order null and void, dismissing the appeal, and providing that both parties shall bear their own costs. (Oct. 27, 2014 Order, Case No. 2014-CP-35-0034.) Dr. Lagroon filed a motion to alter or amend Judge Keesley's Order and requested that the Court award him \$1,961.12 in costs incurred in preparing the appeal. (Mot. to Reconsider, Case No. 2014-CP-35-0034.)

The day before trial in the Rent Action, Dr. Lagroon filed moved for a continuance of the trial in the Rent Action on the grounds that the motion to alter or amend in the Cease and Desist Action was pending, which deprived the Magistrate Court of jurisdiction over the Rent Action. Magistrate Judge Johnson denied the motion for a continuance and the trial of the Rent Action went forward on December 18, 2014. The Cease and Desist Action was subsequently resolved in March 2016 by Judge Keesley. (Order Denying Motion to Reconsider, Case No. 2014-CP-35-0034.)

STANDARD OF REVIEW

“Upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits.” S.C. Code Ann. § 18-7-170. “In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.” *Id.* However, the circuit court may only consider questions that were presented to the magistrate court. *Indigo Associates v. Ryan Inv. Co.*, 314 S.C. 519, 523, 431 S.E.2d 271, 273 (Ct. App. 1993).

ARGUMENT

Dr. Lagroon asserted seven grounds for appeal:

1. The Magistrate Court lacked subject matter jurisdiction because a motion to alter or amend was pending in the Cease and Desist Action.
2. The Magistrate Court erred in accepting SBA’s “false bank records.”
3. The Magistrate Court erred in declining to accept the following items offered by Dr. Lagroon into evidence:
 - a. Ms. Felix’s lease.
 - b. A letter from Ms. Felix stating the amount of her lease for 2014.⁵
 - c. An empty envelope which Dr. Lagroon claims is “the original envelope from First Citizens Bank . . . which contained the cashier’s check . . .”
 - d. The stub from the February 28, 2014 cashier’s check issued by First Citizens Bank.
4. The Magistrate Court abused its discretion by denying Dr. Lagroon’s motion for a continuance based on his inability to prepare for trial due to a prescription medication.
5. The Magistrate Court abused its discretion by denying Dr. Lagroon’s motion for continuance based on his inability to prepare for trial due to the emotional distress caused by events related to a crime committed against Dr. Lagroon’s child.

⁵ The letter was from Dr. Lagroon to Ms. Felix—not from Ms. Felix, as Dr. Lagroon contends.

6. The Magistrate Court abused its discretion by denying Dr. Lagroon's motion for continuance based on the pending motion to reconsider that was pending in the Cease and Desist Action.
7. The Magistrate Court abused its discretion by denying Dr. Lagroon's motion to have the trial recorded by video or court reporter.

(Notice of Appeal.) The Court should reject each of Dr. Lagroon's grounds for appeal and affirm the decision of the Magistrate Court.

I. This Court lacks appellate jurisdiction because the notice of appeal was not timely filed.

SBA hereby incorporates its arguments from its May 1, 2015 Motion to Dismiss. (*See* May 1, 2015 Mot. Dismiss.) SBA respectfully contends that the August 15, 2016 Order denying that motion contains a plain error. The Order found that Dr. Lagroon received notice of the Magistrate Court's Final Order on December 28, 2014 and filed his notice of appeal on January 28, 2015. December 28, 2014 to January 28, 2015 is thirty-one days—as the Court acknowledged. (*See* August 18, 2016 Order p. 3 n.3.) Yet, the Order held that Dr. Lagroon's appeal was timely. *See* S.C. Code Ann. § 18-7-20 (appeal must be filed within thirty days). The Court cannot expand its own appellate jurisdiction, however, so the appeal must be dismissed. *State v. Brown*, 358 S.C. 382, 387, 596 S.E.2d 39, 41 (2004).

II. The Motion to Reconsider in the Cease and Desist Action did not deprive the Magistrate Court of subject matter jurisdiction or require trial to be continued.

Dr. Lagroon's first and sixth grounds on appeal are that the pending motion to reconsider in the Cease and Desist Action deprived the Magistrate Court of subject matter jurisdiction and required a continuance of the trial in this Rent Action. Dr. Lagroon's motion to reconsider, alter or amend a prior order from Judge Keesley was pending in the Cease and Desist Action in December 2014, when the trial in this Rent Action was scheduled to begin in the McCormick County Magistrate Court. Dr. Lagroon's contentions are without legal support, however.

The Magistrate Court had subject matter jurisdiction over this matter action because it was an action on a contract for the recovery of less than \$7,500 and was between a landlord and tenant. S.C. Code Ann. § 22-3-10(1) & (10). The pending motion to reconsider in the Cease and Desist Action did nothing to divest the Magistrate Court of subject matter jurisdiction. Although the same parties were involved in both actions, they involved different issues (whether SBA paid the March 2014 rent in this Action, and the validity of a Cease and Desist Order in other action). There is no basis in law for depriving one court of subject matter jurisdiction or requiring the continuance of a trial because of a pending motion involving the same parties in a different action that involves different issues and claims. The Magistrate Court had subject matter jurisdiction over this action and did not abuse its discretion in denying Dr. Lagroon's motion for continuance.

III. The Magistrate Court's evidentiary decisions were correct.

Dr. Lagroon's second and third grounds for appeal pertain to the Magistrate Court's decision to admit or deny evidence offered at trial. "The admission of evidence is within the discretion of the trial court and will not be reversed absent an abuse of discretion." *State v. Anderson*, 386 S.C. 120, 126, 687 S.E.2d 35, 38 (2009) (citation omitted). "An abuse of discretion occurs when the conclusions of the trial court either lack evidentiary support or are controlled by an error of law." *Id.* "To justify reversal based on the admission or exclusion of evidence, the complaining party must establish both error and resulting prejudice." *Mick-Skaggs v. Skaggs*, 411 S.C. 94, 104, 766 S.E.2d 870, 875 (Ct. App. 2014).

Generally, all relevant evidence is admissible. Rule 402, SCRE. "Evidence is relevant if it tends to establish or make more or less probable the matter in controversy." Rule 401, SCRE. Where no witness testifies to the evidence, admissibility involves a two-prong approach; the court

must determine whether the evidence falls within an exception to the hearsay rule and whether it is authenticated. *Anderson*, 386 S.C. at 126, 687 S.E.2d at 38.

A. The Magistrate Court properly admitted the bank records from First Citizens.

The Magistrate Court did not err in admitting the bank records from First Citizens. These documents are relevant because they shed light on whether SBA made the March 2014 rent payment, which is the ultimate issue in the case. The records were accompanied by a notarized affidavit by Kelly Meyer, the records custodian for First Citizens Bank & Trust. The affidavits state that Ms. Meyer reviewed First Citizens' records, and that the copies provided by First Citizens are of records kept in the ordinary course of business. Accordingly, the bank records from First Citizens fall under an established exception to the hearsay rule. *See* Rule 803(6) of the South Carolina Rules of Evidence. The bank records and copy of the certified check are also self-authenticating under Rules 902(8) and (9) of the South Carolina Rules of Evidence. As such, all of the requirements for admissibility were met, and the bank records were properly admitted.

B. The Magistrate Court accepted all of Dr. Lagroon's documents into evidence except the empty envelope.

Dr. Lagroon's third contention of error is that the Magistrate Court erred in refusing to admit Ms. Felix's lease; a letter from Dr. Lagroon to Ms. Felix; and the stub from the February 28, 2014 cashier's check issued by First Citizens Bank. The Magistrate Court accepted each of these items into evidence, however. (Second Return to Appeal p. 4.) Accordingly, these grounds for appeal are without merit and are not supported by the record.

C. The Magistrate Court did not err by refusing to admit the empty envelope into evidence.

The refusal to admit the empty envelope into evidence was not error. The envelope is addressed to Kelli Barnett from First Citizens Bank. Kelli Barnett did not testify at trial, and there

is no testimony or evidence in the record identifying what was original contained in the envelope when it was mailed. Accordingly, the empty envelope was not relevant and lacked the requisite foundation.

Dr. Lagroon claims on appeal that the envelope originally contained the February 28, 2014 cashier's check from First Citizens. Even if this were presumed to be true, the refusal to admit the envelope was still not error. Neither party contested whether Dr. Lagroon received and deposited the cashier's check. The only dispute was whether the cashier's check represented funds deposited by Ms. Sonnenberg on behalf of Ms. Felix or SBA's March 2014 rent payment that was deposited in a closed account. The manner in which the cashier's check was delivered to Dr. Lagroon by First Citizens was not relevant. Thus, the decision to refuse to admit the envelope was proper and its refusal to be accepted into evidence did not prejudice Dr. Lagroon. *See* Rule 401, SCRE.

IV. The Magistrate Court did not abuse its discretion in denying Dr. Lagroon's motion for a continuance based on his inability to prepare for and represent himself at trial.

Dr. Lagroon's fourth and fifth contentions of error are that the Magistrate Court abused its discretion in denying his motion for a continuance. "The grant or denial of a continuance lies with the sound discretion of the trial court and such ruling will not be reversed absent a clear showing of abuse of discretion." *M & M Grp., Inc. v. Holmes*, 379 S.C. 468, 474-75, 666 S.E.2d 262, 265 (Ct. App. 2008). "A tribunal necessarily exercises wide discretion in managing a case, and decisions denying a request for a continuance are 'rarely' overturned." *Trotter v. Trane Coil Facility*, 393 S.C. 637, 650, 714 S.E.2d 289, 295 (2011) (citations omitted). "Every reasonable presumption in favor of a proper exercise of the trial court's discretion will be made." *Id.* (citation omitted).

Although the circumstances identified in Dr. Lagroon's motion are serious, the Magistrate Court was in the best position to weigh the ability of the parties to proceed to trial on the morning

of December 18, 2014. Additionally, Dr. Lagroon's motion for a continuance was made at the last hour on the day prior to trial even though the issues leading to his request were present weeks or months prior to the trial date.⁶ No prejudice appears from the record; Dr. Lagroon was able to prepare multiple motions, testify, and present additional evidence and witnesses at trial. The Magistrate Court is vested with wide discretion in ruling on motions for a continuance and there is no indication this discretion was abused or should be overturned here.

V. The Magistrate Court did not abuse its discretion in denying Dr. Lagroon's motion to record the proceedings by videotape or court reporter.

Dr. Lagroon's final ground for appeal is that the Magistrate Court abused its discretion in denying his motion to have the trial recorded by court reporter or videotape. Civil proceedings in Magistrate Court are not required to be recorded by any means. Here, the Magistrate Court recorded the proceedings via audio recording, and provided a copy of the recording to Dr. Lagroon. (2d Return to Appeal p. 4.) Accordingly, the relief requested in Dr. Lagroon's motion is moot, and he suffered no prejudice from the denial of his motion.

CONCLUSION

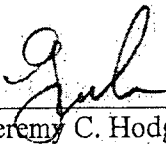
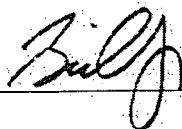
For the foregoing reasons, the Court should affirm the decision of the Magistrate Court and dismiss Dr. Lagroon's appeal.

[signature page attached]

⁶ Dr. Lagroon prepared and filed three written motions with numerous attachments on the eve of trial, which is inconsistent with his claim that he was unable to adequately prepare for trial.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:  

Jeremy C. Hodges

SC Bar No. 71123

E-Mail: jeremy.hodges@nelsonmullins.com

Graham R. Billings

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1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for SBA Communications Corp.

Columbia, South Carolina
October 6 2016

ORIGINAL

STATE OF SOUTH CAROLINA)
)
COUNTY OF MCCORMICK)

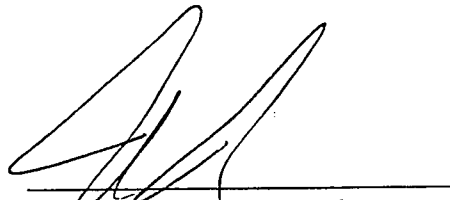
R. Jay Lagroon)
)
vs.)
)
SBA Communications Corp.)
_____)

IN THE COMMON PLEAS COURT
ELEVENTH JUDICIAL CIRCUIT
Case Number: 2015-CP-35-00006
FILED
GWENDOLYN D. CHILES
2016 OCT 19 A 11:58
CLERK OF COURT
MCCORMICK COUNTY, SC

ENTRY OF APPEARANCE

Please note that Robert T. Homlar, Esquire is hereby filing this Notice of Appearance on behalf of
R. Jay Lagroon, Plaintiff in the above-referenced matter.

This 18 Day of October, 2016



Robert T. Homlar
SC Bar Number: 71657
Attorney for Plaintiff

Robert T. Homlar P.C.
601 North Belair Square, Suite 14
Evans, Georgia 30809
803-761-0076
robert@homlarlaw.com

SCB71657

339

STATE OF SOUTH CAROLINA FILED
 GWENDOLYN D. CHILES
COUNTY OF MCCORMICK 2016 NOV 16 IN THE COURT OF COMMON PLEAS
 ELEVENTH JUDICIAL CIRCUIT

R. JAY LAGROON, CLERK OF COURT
 MCCORMICK COUNTY, SC Civil Action No. 2015-CP-35-0006

APPELLANT(S),)
)
)

vs.)

**SUPPLEMENTAL RESPONDENT'S
BRIEF**

SBA COMMUNICATIONS CORP.)
)
)

RESPONDENT(S).)
)
)

SBA Communications Corp. ("SBA") files this Supplemental Brief in response to the Appellant's Brief filed by R. Jay Lagroon ("Dr. Lagroon") pursuant to the Court's October 17, 2016 ruling allowing supplemental briefing from both parties. For the reasons set forth below, the Court should affirm the Magistrate Court's rulings and dismiss Dr. Lagroon's appeal.

ARGUMENT

Dr. Lagroon's argument on the merits asks this Court, sitting as an appellate court, to put its finger on the scale and give greater weight to evidence that favors his version of events than the Magistrate Court gave to that evidence at trial. In doing so, however, Dr. Lagroon fails to identify any abuse of discretion by the Magistrate Court or any error that affected the Magistrate Court's ruling.

The record evidence confirms that SBA made the March 2014 rent payment and the Magistrate Court correctly concluded that Dr. Lagroon's claim for failure to pay rent failed. SBA's Exhibit 1¹ shows that SBA's rent payments were deposited into a First Citizens bank account² each

¹ All of SBA's exhibits were accepted into evidence. (See 2d Return to Appeal p. 4; see also Tr. 91:10-98:4.)

² Kelli Barnett is the accountholder. Dr. Lagroon has never contended that the Barnett account

month from November 2013 to February 2014. (See Def.'s Ex. 1, Tr. 128, 133, 135; attached hereto.) SBA's Exhibit 2 shows that the First Citizens account was closed in February 2014, and that a credit in the amount of SBA's rent payment was posted to the account on February 26, 2014, after the account was closed. (See Def.'s Ex. 2, Tr. 140-48; attached hereto.) SBA's Exhibit 2 also shows that on February 28, First Citizens issued a cashier's check in the amount of SBA's rent payment to Kelli Barnett, and that the check was negotiated and debited from the First Citizens account. (*Id.*) SBA's Exhibit 5 are internal records from SBA showing that rent was paid to Dr. Lagroon from April 2013 to May 2014. (See Def.'s Ex. 5, Tr. 185-86; attached hereto.³) Each rent payment shown on the First Citizens account records is in the same amount as the corresponding rent payment on SBA's internal records. Additionally, each rent payment shown on the First Citizens account records was posted to the First Citizens account one day after SBA made the rent payment according to its internal records. The same is true for the disputed March 2014 rent payment.

The Magistrate Court carefully reviewed and compared the internal SBA records and the records from the First Citizens account. The Magistrate Court also heard the testimony of Dr. Lagroon and his witness, observed their demeanors, and judged the credibility of their testimony and the exhibits offered by Dr. Lagroon. The Magistrate Court was in the best position to weigh all of the evidence, and after allowing both parties a full opportunity to present that evidence and arguments in support thereof, the Magistrate Court found in favor of SBA.

In his brief, Dr. Lagroon raises a number of immaterial questions that do not affect the merits, such as why SBA may have paid about \$12 too much in rent in February 2014 and why

was not the correct account for SBA's rent payments or that SBA failed to pay rent in prior months.

³ The copy of Defendant's Exhibit 5 attached to the transcript is missing the third page. A copy of the complete trial exhibit version is attached hereto.

SBA relied on records at trial rather than in person testimony. In magistrate court proceedings, however, trials are informal and evidentiary standards are relaxed in the interest of justice. Rule 13, South Carolina Rules of Magistrates Court. This Court's must give deference to the Magistrate Court's determinations in the interest of justice and without "regard to technical errors or defects which do not affect the merits." S.C. Code Ann. § 18-7-170. Here, the record does not reveal any error that would require this Court to disturb the Magistrate Court's determination.

Dr. Lagroon's other grounds for appeal are without merit, and SBA incorporates by reference all of the arguments in the previously filed Respondent's Brief. Dr. Lagroon's brief makes two additional arguments, however, that warrant a response here.

First, Dr. Lagroon contends that Magistrate Judge Johnson's August 5, 2014 letter stated that no hearings would be scheduled in the Rent Action until after the appeal in the Cease and Desist Action was resolved. (Br. of Appellant p. 5.) There is no legal basis for the claim that Magistrate Judge Johnson's letter divested him of subject matter jurisdiction in the Rent Action. Regardless, the appeal in the Cease and Desist Action was resolved on October 27, 2014, when Judge Keesley vacated the Cease and Desist Order. (*See* Resp. Br. p. 5 (explaining history of Cease and Desist Action).) Judge Keesley's order prompted Magistrate Judge Johnson to schedule the trial in the Rent Action. Dr. Lagroon's subsequent motion to reconsider in the Cease and Desist Action is not relevant and lacked merit anyway. The Magistrate Court's handling of this matter was prudent. The Court had subject matter jurisdiction over this matter at all times and did not abuse its discretion by failing to continue the trial due to Dr. Lagroon's motion to reconsider in the Cease and Desist Action.

Second, the Magistrate Court did not abuse its discretion in failing to grant a continuance due to Dr. Lagroon's emotional distress. The Magistrate Court observed Dr. Lagroon's demeanor

in the pre-trial hearing and allowed Dr. Lagroon to explain the basis for the requested continuance. After hearing the explanation, the Magistrate Court concluded that the motion for a continuance was a delay tactic. (Tr. 9:12-17:16.) The record reveals that, after the motion for continuance was denied, Dr. Lagroon's responsiveness and ability to fashion arguments improved. (*See id.* at 44:2-9.) There is no basis in the record for the Court to overturn this discretionary decision and remand this nearly three-year-old rent dispute for further proceedings. *See M & M Grp., Inc. v. Holmes*, 379 S.C. 468, 474-75, 666 S.E.2d 262, 265 (Ct. App. 2008) ("The grant or denial of a continuance lies with the sound discretion of the trial court and such ruling will not be reversed absent a clear showing of abuse of discretion.").

CONCLUSION

For the foregoing reasons, the Court should affirm the decision of the Magistrate Court and dismiss Dr. Lagroon's appeal.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Jeremy C. Hodges

Jeremy C. Hodges

SC Bar No. 71123

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Graham R. Billings

SC Bar No. 101117

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(803) 799-2000

Attorneys for SBA Communications Corp.

Columbia, South Carolina
November 14, 2016

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

ROBERT JAY LAGROON,

VS.

SBA COMMUNICATIONS CORP.

RESPONDENT

FILED IN THE
GWENDOLYN D. CHILES
ELEV

2017 JAN 13

Civil Action No. 2015-CP-35-0006

CLERK OF COURT
McCORRICK COUNTY, SC

APPELLANT,)

)

)

2

2

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CONSENT TO ORDER TO WITHDRAW

I consent to Robert T. Homlar withdrawing as counsel in the captioned matter on my behalf.

This 4th day of Jan, 2017

Respectfully submitted,

Robert Jay Lagroon

344

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

ROBERT JAY LAGROON,

APPELLANT,

VS.

SBA COMMUNICATIONS CORP.

RESPONDENT

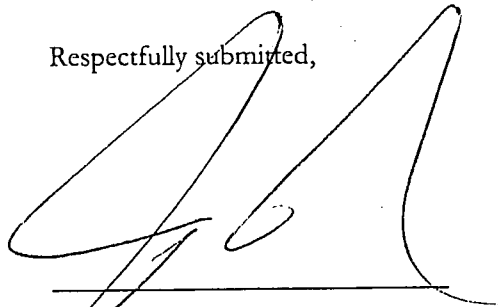
FILED
GWENDOLYN B. IN THE COURT OF COMMON PLEAS
ELEVANTH JUDICIAL CIRCUIT
2015 DEC 14 A 9:58
Civil Action No. 2015-CP-35-0006
CLERK OF COURT
MCCORMICK COUNTY, SC

MOTION AND PROPOSED ORDER TO WITHDRAW AS COUNSEL

Pursuant to Rule 11(b), of the South Carolina Rules of Civil Procedure, the undersigned provides written notice of his withdrawal as counsel in the captioned matter for the Appellant. The Appellant has elected to proceed pro se in the handling of this matter.

This 13 day of December, 2016

Respectfully submitted,



Robert T. Homlar
SC Bar Number: 71657
Attorney for Appellant

Robert T. Homlar P.C.
601 North Belair Square, Suite 14
Evans, Georgia 30809
803-761-0076
robert@homlarlaw.com

345

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

ROBERT JAY LAGROON,

APPELLANT,

VS.

SBA COMMUNICATIONS CORP.

RESPONDENT

FILED
GWENDOLYN D. CHILES
IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT
2017 JAN 13 A 4 21
CLERK OF COURT
MCCORMICK COUNTY, SC
Civil Action No. 2015-CP-35-0006

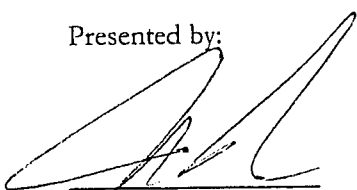
ORDER GRANTING WITHDRAW AS COUNSEL

Counsel for Appellant Robert T. Homlar is hereby relieved as counsel for Appellant who shall proceed henceforth pro se in this matter.

So ordered this 10 day of December, 2016


Honorable Donald B. Hocker
Circuit Court
State of South Carolina

Presented by:


Robert T. Homlar

0
THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

FILED
GWENDOLYN D. CHILES

2017 FEB -2 P 1:47

APPEAL FROM MCORMICK COUNTY
IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

CLERK OF COURT
MCORMICK COUNTY, SC

DONALD B. HOCKER Eleventh Circuit Court Judge

Case No. 2015-CP-35-0006

RECEIVED

FEB 03 2017

SC Court of Appeals

R. Jay Lagroon

Appellant

V.

SBA Communications Corp

Respondent

NOTICE OF INTENT TO APPEAL

TO: SBA COMMUNICATIONS CORP, THROUGH THEIR ATTORNEY Graham
Billings, Nelson Mullins.

Robert Jay Lagroon appeals the order of the Honorable DONALD B. HOCKER dated
January 13, 2017. Appellant received written notice of entry of this order on January 20, 2017.

Respectfully Submitted

Robert Jay Lagroon

791 SC Hwy 7

McCormick SC 29835

(706) 401-4893

Appellant

347

STATE OF SOUTH CAROLINA

ORDER

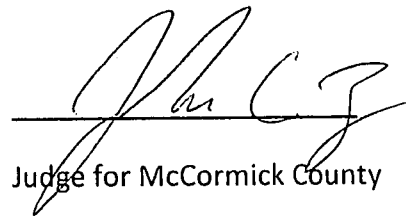
COUNTY OF McCORMICK

Whereas on March 17, 2014, Nextel South Corp. (Tenants) and its assignees did attempt to enter premises leased by aforementioned company, property located at Route 4, Box 198B (APN: 006419-03-3) in McCormick, SC and owned by Robert Jay Lagroon (Landlord), tenants were unable to gain entry to perform maintenance and acquire use of leased property due to action(s) of landlord. With respect to the contract/agreement between the parties, paragraph Six (6) provides that access shall be given to tenants for various types of maintenance and operation, including construction, replacement and removal. Lease agreement also provides for use of easement to gain access to leased property and ingress, egress and regress are not to be hindered. A copy of lease agreement is attached.

It is therefore ordered that the landlord, Robert Jay Lagroon, remove any and all personal property that is in violation of said lease agreement and cease and desist any activities that hinder or inhibit tenants legal use and enjoyment of leased property.

March 21, 2014

IT IS SO ORDERED


Judge for McCormick County

2014 APR 23 PM 4:09
OFFICE OF THE CLERK
McCORMICK COUNTY, SC

2014 APR 23 PM 4:09

2014CP3534

COMMON PLEAS CASE NUMBER

STATE OF SOUTH CAROLINA, SC

COUNTY OF MCCORMICK

ROBERT JAY LAGROON

APPELLANT(S)

VS.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

RESPONDENT(S)

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

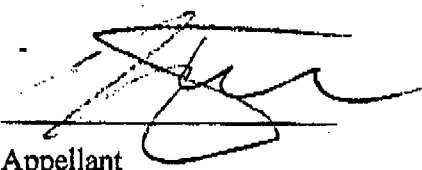
NOTICE OF CIVIL APPEAL

The plaintiff ROBERT JAY LAGROON hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of MCCORMICK.

This notice of appeal is made subsequent to personal notice of the judgment/Order that was served on Appellant on the 24th day of March, 2014.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

- 1) This Order, dated March 21, 2014, was issued by the Honorable John C. Long, sua sponte, without any case or controversy having been filed with the Court, without notice to the Appellant, without an opportunity to be heard or having any evidence presented to the Court and the Court had no jurisdiction to issue the order.
- 2) There was no motion or other pleading filed by either party such that this Order could be issued.
- 3) On the merits, plaintiff is informed and believes that the defendant initially breached the parties' contract and lease by failing to pay rent in a timely manner and therefore the defendant is no longer entitled to the benefit of the provisions of the lease that they have already breached, including the right to access addressed in the Order.

Dated: 4/23/2014
Appellant

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

ROBERT JAY LAGROON,

APPELLANT(S),

vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES,

RESPONDENT(S).

FILED
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2014 OCT 15 10:18

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

CLERK OF COURT
McCormick County, South Carolina
Civil Action No. 2014-CP-35-0034

STIPULATION OF SBA STEEL, LLC

Respondent SBA Steel LLC (as assignee of Nextel South Corp) through its undersigned counsel hereby stipulates to the following:

1. Appellant instituted this action by filing a Notice of Civil Appeal on or about April 23, 2014.
2. This appeal is taken from an Order issued by the Hon. John C. Long as Magistrate Judge for McCormick County. Appellant received a copy of Judge Long's Order on March 24, 2014.
3. A true and correct copy of Judge Long's Order from which this appeal is taken is attached hereto as Exhibit A. The Order is dated March 21, 2014 (hereinafter the "March 21, 2014 Order").
4. The grounds for the appeal as set forth in the Notice of Appeal are that the March 21, 2014 Order was issued: a) outside of any case or controversy that was pending in the McCormick County Magistrate's Court, b) without notice to the Appellant; c) without an opportunity for the Appellant to be heard or present evidence; and d) where the Court lacked jurisdiction to issue the Order. See Notice of Civil Appeal at Exhibit B.

5. SBA Steel LLC will stipulate that the March 21, 2014 Order was issued outside of any case or controversy that was pending in the McCormick County Magistrate's Court as evidenced by the lack of any case or civil action number on the face of the March 21, 2014 Order.

6. SBA Steel LLC will further stipulate to and note for the record that it does not object to or otherwise oppose Appellant's request that this Court declare the March 21, 2014 Order null and void.

7. Another case involving these same parties is currently pending in the McCormick County Magistrate's Court bearing Civil Action No. 2013cv3510100096. Disposition of this Appeal will allow the merits of the pending Magistrate's Court action to be heard and resolved as quickly as possible.

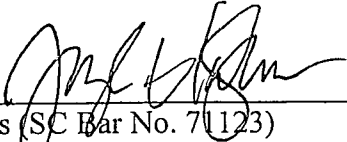
8. This Stipulation is being made solely for purposes of resolving this Appeal and is in no way intended, nor shall it be interpreted as an admission by SBA Steel LLC of liability to Appellant or a stipulation to any other facts or allegations other than those explicitly set forth above.

9. This Stipulation is being entered so that the Court may dispose of this Appeal in an expeditious manner, without need for additional filings or a hearing.

Signature on Next Page

We so stipulate:

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Jeremy C. Hodges (SC Bar No. 71123)

E-Mail: jeremy.hodges@nelsonmullins.com

Graham R. Billings (SC Bar No. 101117)

E-Mail: graham.billings@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for SBA Steel LLC (as the assignee of Nextel South Corp and its assignees)

Dated: October 9, 2014.

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

ROBERT JAY LAGROON, McCORMICK COUNTY CIVIL Action No. 2014-CP-35-0034

APPELLANT(S),

vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

RESPONDENT(S).

FILED
OVERSIGHT

2014 OCT 27 PM 3:20

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

CLERK OF COURT

ORDER

This matter came before the Court by virtue of a Notice of Appeal filed by the Appellant, Robert Jay Lagroon. Mr. Lagroon appeals from a March 21, 2014 Order entered by the Honorable John C. Long of the McCormick County Magistrate's Court. Mr. Lagroon is representing himself pro se. The Respondent SBA Steel LLC (as the assignee of Nextel South Corp.) is represented by Jeremy C. Hodges and Graham R. Billings.

After consideration of the Notice of Appeal, the Court's file in this matter, and relevant authorities, I hereby make the following findings of fact and conclusions of law:

1. The Hon. John C. Long signed an Order dated March 21, 2014 concerning access to a certain parcel of real property in McCormick County. The Order recites that the subject property is owned by the Appellant, Robert Jay Lagroon, and leased by Nextel South Corp. and its assignees.

2. On April 23, 2014, Appellant filed a Notice of Civil Appeal in this Court which was assigned Civil Action No. 2014-CP-3534. The grounds for the appeal as set forth in the Notice of Appeal are that Judge Long's Order was issued: a) outside of any

case or controversy that was pending in the McCormick County Magistrate's Court, b) without notice to the Appellant; c) without an opportunity for the Appellant to be heard or present evidence; and d) where the Court lacked jurisdiction to issue the Order.

3. SBA Steel LLC noticed its appearance, through counsel, as an assignee of Nextel South Corp. on or about May 19, 2014.

4. On or about June 18, 2014, SBA Steel LLC filed a Rule 12(b)(1) Motion to Dismiss Civil Appeal for Lack of Jurisdiction. SBA Steel LLC subsequently withdrew its Motion to Dismiss on or about September 15, 2014.

5. On or about October 10, 2014, SBA Steel LLC filed a Stipulation wherein it notified this Court that it effectively had no objection to this Court declaring Judge Long's March 21, 2014 order null and void on the grounds set forth in the Notice of Appeal.

6. Accordingly, this matter is ripe for disposition.

The Court has considered these issues, its file, and relevant authorities, and hereby FINDS as follows:

7. Plaintiffs' Notice of Appeal seeks to have this Court declare Magistrate Judge Long's March 21, 2014 Order null and void on the grounds, *inter alia*, that it was issued outside of a case or controversy and without the opportunity for both parties to appear and present evidence.

8. SBA Steel LLC as assignee of Nextel South Corp. has noted that it does not oppose or otherwise object to the Notice of Appeal insofar as it seeks to have the Magistrate Judge Long's March 21, 2014 Order declared null and void.

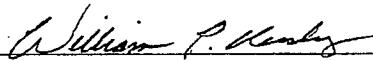
Accordingly, it is hereby **ORDERED** that the March 21, 2014 Order of the Hon. Magistrate Judge John C. Long is declared Null and Void;

It is further **ORDERED** that Appellant Robert Jay Lagroon's appeal is hereby dismissed;

It is further **ORDERED** that each party will bear its own costs associated with this appeal.

The circuit clerk is directed to mail a copy of this order to counsel of record.

ENTERED: this 27th day of OCT., 2014



THE HON. WILLIAM P. KEESLEY

Edgefield, South Carolina

State of South Carolina

County of McCormick

R. Jay Lagroon

FILED
GIVEN

IN THE COURT OF COMMON PLEAS

2014 NOV 10 AM 11:11 CASE # 2014-CP-35-0034

CLERK OF COURT
MCCORMICK COUNTY, SC

NOTICE OF MOTION AND MOTION
TO RECONSIDER, ALTER OR
AMEND OR FOR A NEW TRIAL
HEARING REQUESTED

PLAINTIFF

Vs.

NEXTEL SOUTH CORP AND ITS
ASSIGNEES

DEFENDANT(S)

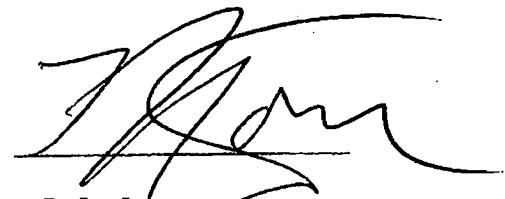
TO: THE HONORABLE WILLIAM P. KEESLEY, Jeremy C. Hodges, Esquire attorney for Defendant, Please Take notice that the Plaintiff will move before the Honorable JUDGE KEESLY, within five days after service of this Motion or as soon thereafter, as counsel may be heard, for Order Pursuant to Rule 59(e) so as to alter or amend the Order dated, October 27,, 2014, received by this Plaintiff on October 31, 2014 and /or in the alternative, move pursuant to Rule 60 (b) to set aside the order, dated October,27,2014 or Rule 59(a) for a new trial on the following grounds;

1) SCRCF Rule 75 states "Appeals to the circuit court shall be made upon the original record in the lower court or administrative agency or tribunal. Upon filing of notice of appeal in an action the original record shall be certified by the clerk of the inferior court or administrative agency or tribunal and transmitted within thirty (30) days to the clerk of the court to which the appeal is taken. If the lower court, agency or tribunal has no clerk, then the original record shall be certified and transmitted by the judge or chief official of the lower court, agency or tribunal. Upon motion for good cause shown, the court may extend the time for the lower court, agency or tribunal to prepare and certify the record. Upon

receipt of the certified record, the clerk of the circuit court shall give notice in writing to the parties that the record has been filed." At the time of this hearing and to date the lower court has **not** transmitted or certified the original record, and no request for an extension has been granted by the circuit court. At the time of the hearing and to date this Plaintiff has not received notice from the clerk of the circuit court that the record has been filed. Prior to the hearing this Plaintiff has brought this to the Courts attention by filing a **Writ of Mandamus** which to date has **not** been ruled upon. The fact that the record was not available prior to the hearing prevented this plaintiff from perfecting his appeal in accordance with the South Carolina Rules of Civil Procedure, which makes this Order and Judgment improper.

WHEREAS THE PLAINTIFF in this action respectfully request the Order dated October 27, 2014 be Set Aside and **Vacated** as a matter of Law, or amended to **Grant** the Appeal of the Plaintiff and **award cost** the action under SCACR 222 in the amount of \$185.00 in filing fees and additional extraordinary cost which the Plaintiff incurred in preparation of this appeal, or in the alternative a new trial on the matter and other relief the Court deems just and proper.

Respectfully Submitted,



R. Jay Lagroon
Po Box 234
Lincolnton Ga 30817

FILED
GWENDOLYN D. CHILES

2013 NOV -7 P 4:11

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("**Agreement**") is dated as of 10/26/04 2004, by NEXTEL SOUTH CORP., a Georgia corporation d/b/a Nextel Communications ("**Nextel**" or "**Tenant**") and Robert Jay Lagroon, unmarried ("**Owner**" or "**Landlord**").

CLERK OF COURT
McCOMICK COUNTY, SC

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("**Land**") located in the City of McCormick, County of McCormick, State of South Carolina, commonly known as Rt.4, Box 198B, (APN: 006419-03-3). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("**Effective Date/Due Diligence Period**"), Owner hereby leases to Nextel and Nextel leases from Owner approximately Ten Thousand (10,000) square feet of the Land and all access and utility easements necessary or desirable therefor ("**Premises**") as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("**Due Diligence Period**"), Nextel shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel's intended use, or if for any other reason, or no reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of Nextel's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **Rent.**

(a) Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month ("**Rent**"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at Route 4, Box 198B, McCormick, SC 29835; Attention: Robert Jay Lagroon. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

(b) Rent shall increase on each anniversary of the Term Commencement Date by an amount equal to three percent (3%) of the Rent then in effect for the previous year.

358

5. Use. From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such investigations and tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. Facilities; Utilities; Access.

(a) Tenant has the right to construct, erect, maintain, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, a power generator and generator pad, supporting equipment and structures therefor ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than one (1) foot below grade level.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. Landlord agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Tenant or to the servicing utility company at no cost to the Tenant, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land as may be described generally in Exhibit B.

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways. Notwithstanding the foregoing, Tenant may construct an access road to the Premises ("Access Road"), across the Land as more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss caused by other casualty or cause beyond Tenant's control. Landlord shall be responsible for any damages to the Access Road caused by Landlord's, or Landlord's agents, employees, licensees, invitees or contractors, use of the Access Road, and shall be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement, which costs shall be Landlord's sole responsibility.

7. Interference.

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements and in a manner that will not cause interference to Landlord or other lessees or licensees of the Land, provided that any such installations predate that of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. Taxes. If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay all real property taxes, assessments and deferred taxes on the Land.

9. Waiver of Landlord's Lien.

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that the Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Tenant, at Tenant's sole cost and expense, shall procure and maintain on the Premises and on the Tenant Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Landlord, at Landlord's sole cost and expense, shall procure and maintain on the Land and its property located thereon, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Each party shall be named as an

additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days following the Effective Date.

13. **Waiver of Subrogation.** Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Land or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Liability and Indemnity.** Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively, "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the Land. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

15. **Assignment and Subletting.** Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("**Waiver of Landlord's Lien**") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. **Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

17. **Repairs.** Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

18. **Hazardous Materials.**

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental

damage in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limitation of Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The duties described in this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "**Environmental Law**" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

Robert Jay Lagroon
Rt.4, Box 198B
McCormick, SC 29835
Phone: 864-391-4085

Tenant:

NEXTEL SOUTH CORP., a Georgia corporation
d/b/a Nextel Communications
851 Trafalgar Court, Suite 300 East
Maitland, FL 32751
Attn: Property Manager
Phone: (405) 838-5003

With a copy to:

Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191
Attn: Regional Legal Services, Contracts Manager

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

- (f) This Agreement shall be governed by the laws of the State of South Carolina.
- (g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.
- (h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.
- (i) Landlord agrees to fully cooperate, including executing necessary documentation, with Tenant to obtain information and documentation clearing any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.
- (j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- (k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.
- (l) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- (m) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (n) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

*****SIGNATURES FOLLOW ON NEXT PAGE*****

Nextel Site Name: Savannah Lakes
Nextel Site Number: SC1077A

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

Signed, sealed and delivered in the presence of:

WITNESS:

By:

Karla Hicks
Name: Karla Hicks
Witness #1

By:

Angela C. Carter
Name: Angela C. Carter
Witness #2

LANDLORD:

Robert Jay Lagroon

By:

[Signature]
Name: Robert J. Lagroon

Title:

Owner Sundry Pay LLC

Date:

10/26/04

Signed, sealed and delivered in the presence of:

WITNESS:

By:

Parula Lovenhouse
Name: Parula Lovenhouse
Witness #1

By:

Dacia Barnes
Name: Dacia Barnes
Witness #2

TENANT:

NEXTEL SOUTH CORP., a Georgia corporation
d/b/a Nextel Communications

By:

[Signature]
Name: Scott Smith

Title:

Vice President, Site Development,
South Region

Date:

11-17-04

[AFFIX CORPORATE SEAL]

State of South Carolina

County of McCormick

Robert Jay Lagroon

APPELLANT

Vs.

SBA STEEL, LLC

RESPONDENT

IN THE COURT OF COMMON PLEAS

CASE # 2014-CP-35-0034

PETITION FOR
WRIT OF MANDAMUS

TO: THE HONORABLE WILLIAM P. KEESLEY, Jeremy C. Hodges attorney for
Respondent.

COMES NOW the Appellant, by and through his undersigned counsel, before this Court,
seeking an Order **Granting** this Writ of Mandamus commanding the Honorable John C.
Long, Judge of the McCormick County Magistrate Court to transmit the certified original
record of this matter on appeal.

STATEMENT OF THE CASE

- 1) This appeal is taken from an Order issued by the Honorable John C. Long as
Magistrate Judge for McCormick County dated March 21, 2014.
- 2) Appellant instituted this action by filing a Notice of Civil Appeal on or about April
23, 2014. Appellant received a copy of Judge Long's Order on March 24, 2014.
- 3) SCRCF Rule 75 states "Appeals to the circuit court shall be made upon the original
record in the lower court or administrative agency or tribunal. Upon filing of notice of appeal
in an action the original record shall be certified by the clerk of the inferior court or
administrative agency or tribunal and transmitted within thirty (30) days to the clerk of the

court to which the appeal is taken. If the lower court, agency or tribunal has no clerk, then the original record shall be certified and transmitted by the judge or chief official of the lower court, agency or tribunal. Upon motion for good cause shown, the court may extend the time for the lower court, agency or tribunal to prepare and certify the record. Upon receipt of the certified record, the clerk of the circuit court shall give notice in writing to the parties that the record has been filed." At the time of this hearing and to date the lower court has not transmitted or certified the original record, and no request for an extension has been granted by the circuit court. At the time of the hearing and to date this Plaintiff has not received notice from the clerk of the circuit court that the record has been filed. The fact that the record is not available prevented this Appellant from perfecting his appeal in accordance with the South Carolina Rules of Civil Procedure.

SUPPORT FOR GRANT OF WRIT OF MANDAMUS

STATEMENT OF DUE DILIGENCE

The above-named Appellant respectfully submits the following:

4) The Appellant has written the McCormick County Magistrate Court on two separate occasions to request the original record be transmitted to the Clerk of the Court of Common Pleas of the Eleventh Judicial Circuit. (Attached)

5) On the week of October 20, 2014, the Appellant has contacted both the McCormick County Magistrate Court and the Honorable Buffy Shorter, McCormick County Deputy Clerk of Court by phone in an effort to obtain a copy of the original record of the proceedings in McCormick County Magistrates Court.

6) The Appellant is informed and believes that despite the diligent efforts of the Appellant the original record has not been transmitted at the time of this hearing.

7) Imperative to this action is this Petition for a Writ of Mandamus to compel officers charged with ministerial duties, which have refused to perform those duties, to immediately

comply with the laws of South Carolina along with the South Carolina Rules of Civil Procedure and carry out their respective duties.

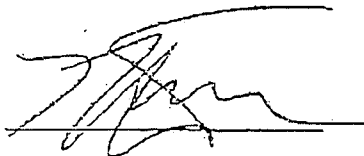
8) A Writ of Mandamus is needed to command those Respondents with ministerial duties, to perform those duties which Appellant has a specific right therein, and which the Appellant has no other legal remedy.

9) If relief is granted against any or all of the Respondents, Appellant believes he is entitled to award of attorney's fees and cost associated with bringing of the Petition as the Court deems appropriate, based on the Respondents who have violated South Carolina Law and the South Carolina Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, the Appellant has shown that this Court may grant relief on equitable and legal grounds base on this verified Petition, Appellant prays, in the interest of Justice, that a Writ of Mandamus be issued against those Respondents who have failed to carry out their duties under the South Carolina Rules of Civil Procedure and the governing Laws of the State of South Carolina.

Respectfully Submitted,



R. Jay Lagroon
791 Hwy 7
McCormick, SC 29835
(864) 391-9100

June 1, 2014

McCormick Magistrate
The Honorable John C. Long
211 West Augusta Street
McCormick SC 29835

Re: Civil Appeal No. 2014-CP-35-0034

Dear Magistrate,

I am writing to request the transmittal of the Original record of the proceedings which lead to the Order issued by the Honorable John C. Long on March 21, 2014. (enclosed) In the matter fo Robert Jay Lagroon v. Nextel South corporation and it Assignees, to the McCormick County Clerk of Court. Please contact me if I may obtain the complete record directly from your office.

Thank you in advance for you cooperation.

R. Jay Lagroon DMD
PO Box 234
Lincolnton Ga. 30817
706-990-7304

July 22, 2014

2nd Request

McCormick Magistrate
The Honorable John C. Long
211 West Augusta Street
McCormick SC 29835

Re: Civil Appeal No. 2014-CP-35-0034

Dear Magistrate,

Please find enclosed my letter of June 1, 2014. I am sure this is an oversight so I am again writing to request the transmittal of the Original record of the proceedings which lead to the Order issued by the Honorable John. C. Long on March 21, 2014. (enclosed) In the matter fo Robert Jay Lagroon v. Nextel South corporation and it Assignees, to the McCormick County Clerk of Court. Please contact me if I may obtain the complete record directly from your office.

Thank you in advance for you cooperation.

R. Jay Lagroon DMD
PO Box 234
Lincolnton Ga. 30817
706-990-7304

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF MCCORMICK	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
ROBERT JAY LAGROON,	)	
	)	Civil Action No. 2015-CP-35-0006
APPELLANT(S),	)	
	)	
vs.	)	
	)	
SBA COMMUNICATIONS CORP.	)	
	)	
RESPONDENT(S).	)	
	)	

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF MCCORMICK	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
ROBERT JAY LAGROON,	)	
	)	Civil Action No. 2014-CP-35-0034
APPELLANT(S),	)	
	)	
	)	
	)	
NEXTEL SOUTH CORP AND ITS	)	SUPPLEMENTAL BRIEF OF SBA
ASSIGNEES	)	STEEL LLC AS ASSIGNEE OF NEXTEL
	)	SOUTH CORP.
RESPONDENT(S).	)	
	)	

A hearing was held in the matter captioned above, Civil Action No. 2015-CP-35-0006, following the May 12 ²⁰¹⁵ non-jury roster meeting in McCormick County before the Honorable Judge William P. Keesley. During that hearing, Judge Keesley was informed that a motion to alter or amend was filed by Appellant Robert Jay Lagroon in the other appeal between the parties that is also before this Court, Civil Action No. 2014-CP-35-0034. The Court asked the parties to submit additional authority regarding the effect of a party's failure to provide a copy of a Rule

59(e) SCRCP motion to amend or alter a judgment to the judge as required by Rule 59(g); SCRCP. SBA Steel LLC (SBA) submits this supplemental brief in response to that request.

SBA is not aware of any published decisions that answer this question directly. Nonetheless, our research suggests that the failure to provide the judge with a copy of a filed Rule 59(e) motion to alter or amend within ten days of filing the motion should not prohibit the Court from ruling on the merits of the Rule 59(e) motion.

South Carolina appellate courts have issued two reported opinions that provide some guidance on the on the Rule 59(g) question posed above:

- In *Gallagher v. Evert*, 353 S.C. 59, 577 S.E.2d 217 (Ct. App. 2002), the movant filed a motion to alter or amend and failed to provide a copy of the motion to the judge within ten days. The circuit court noted that it could deny the motion based on the movant's failure to comply with Rule 59(g), but instead elected to address merits of the motion. *Id.* at 63, 577 S.E.2d at 219. The Court of Appeals found no error in the circuit court's decision to address the motion on the merits. *Id.*
- In *Jones v. State*, 382 S.C. 589, 594, 677 S.E.2d 20, 22 (2009), the plaintiff in a post-conviction relief case was granted a belated direct appeal by the circuit court. The State moved for reconsideration, but failed to timely provide a copy of its motion to the judge. The circuit court denied the State's motion for failure to comply with Rule 59(g). *Id.* at 594, 677 S.E.2d at 22. The Supreme Court granted certiorari to review the circuit court's order which granted the belated direct appeal and ultimately reversed that decision. *Id.* at 597, 677 S.E.2d at 24. The Supreme Court did not address the circuit court's denial of the motion for reconsideration for failure to comply with Rule 59(g).

Our research has also found one unpublished decision that addresses the Rule 59(g) issue presently before the Court:

- In *Cleveland Ridge Homeowner's Ass'n, Inc. v. State Farm Fire & Cas. Co.*, No. 2006-UP-295, 2006 WL 7286092 (Ct. App. June 26, 2006), the plaintiff filed a motion to alter or amend more than ten days after the receipt of the trial court's order in violation of Rule 59(e) SCRCP, and also failed to provide the judge with a copy of the motion in violation of Rule 59(g) SCRCP. Even so, the circuit court addressed the merits of the motion and ultimately denied it on the merits. *Id.* at

*1. The plaintiff appealed, and the Court of Appeals held that there was no prejudice relating to the failure to comply with Rule 59's procedural requirements because the circuit court denied the motion on the merits. *Id.* at *4.

Lastly, the advisory committee's notes to the 1998 amendment which added Rule 59(g) state that the rule "is intended to help insure that the judge is promptly notified that the motion has been filed."

Given these authorities, it does not appear that Rule 59(g) SCRCF is a procedural or jurisdictional requirement that requires the Court to dismiss a motion for reconsideration based on a party's failure to comply with Rule 59(g). As such, SBA consents to the Court entertaining Dr. Lagroon's motion for reconsideration (filed in Civil Action No. 2014-CP-35-0034) on its merits.

As to the merits of Dr. Lagroon's motion for reconsideration, the Court should deny the motion and decline to alter or amend its October 27, 2014 Order. As discussed at the May 12 hearing, the sole basis for Dr. Lagroon's motion to alter or amend the October 27, 2014 Order is his request that the Court reconsider its decision not to award Dr. Lagroon his costs incurred in the appeal. Dr. Lagroon's request to recover costs is not appropriate.

Under South Carolina law, costs may only be awarded when permitted by statute. *See, e.g., Peterson v. Nat'l R.R. Passenger Corp.*, 365 S.C. 391, 402, 618 S.E.2d 903, 908 (2005). Section 18-7-220 of the South Carolina Code, which is the relevant statutory authority governing the award of costs on an appeal from a magistrate court order, states that "[c]osts shall be allowed to the *prevailing party in judgments rendered in appeal*, with the exceptions and limitations stated in Sections 18-7-230 to 18-7-330." (emphasis added). The Court's October 27, 2014 Order vacates the Magistrate's Order and dismisses Dr. Lagroon's appeal. Accordingly, Dr. Lagroon was not a prevailing party in a judgment rendered in appeal, so he is not entitled to

costs under Section 18-7-220.

Furthermore, Dr. Lagroon is expressly barred from recovering his costs on appeal. Section 18-7-240, which limits Section 18-7-220, expressly states that “[t]he appellant *shall not* recover costs unless the judgment appealed from shall be reversed on such appeal or be made more favorable to him to the amount of at least ten dollars.” (emphasis added). The Magistrate’s Order was not reversed nor made more favorable to Dr. Lagroon by any amount of money. Thus, pursuant to Section 18-7-240 of the South Carolina Code, Dr. Lagroon shall not recover his costs.

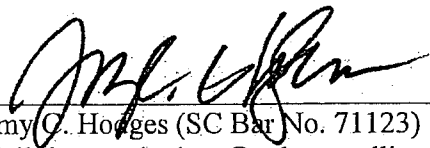
Finally, to the extent that any of Dr. Lagroon’s requested costs are more appropriately considered attorneys’ fees, they cannot be recovered. Under South Carolina law, a *pro se* party cannot be awarded attorneys’ fees. *First Union Nat. Bank of South Carolina v. Soden*, 333 S.C. 554, 571, 511 S.E.2d 372, 381 (1998).

SBA Steel LLC respectfully requests that the Court decide Dr. Lagroon’s motion to alter or amend on its merits and decline to alter or amend its October 27, 2014 Order. Thank you again for the opportunity to submit this additional information, and we will be happy to provide whatever other information that you may require.

[signature page attached]

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Jeremy C. Hodges (SC Bar No. 71123)

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Columbia, SC 29201

(803) 799-2000

Attorneys for SBA Steel LLC (as the assignee of Nextel South Corp and its assignees)

Columbia, South Carolina

May 19, 2015

STATE OF SOUTH CAROLINA
COUNTY OF McCORMICK

FILED
GWENDOLYN D. CHILES
2015 NOV 20 A 11:49
IN THE COURT OF COMMON PLEAS

R. JAY LAGROON,
CLERK OF COURT
McCORMICK COUNTY, SC

Appellant,

-vs-

NEXTEL SOUTH CORP AND ITS
ASSIGNEES,

Respondent.

ORDER ESTABLISHING PROCEDURES
ON MOTION TO ALTER OR AMEND
Case Number: 2014-CP-35-00034

ROBERT JAY LAGROON,

Appellant,

-vs-

SBA COMMUNICATIONS CORP.,

Respondent.

Case Number: 2015-CP-35-00006

The motion for reconsideration filed November 10, 2014, in case number 2014-CP-35-00034, will be decided on written submissions, as provided in Rule 59(f), SCRCPP. The deadlines and directives are established below.

These two cases stem from a controversy over a lease of land where a cell tower is located. The first case is an appeal from an order entered by Magistrate John C. Long. A hearing was conducted and the appeal was dismissed in an order of this court dated and filed October 27, 2014. The plaintiff filed a motion to have the court reconsider and to alter or amend that order. The motion was filed on November 10, 2014, representing that the order was

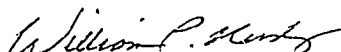
received on October 31, 2014. The plaintiff failed to provide a copy of the reconsideration to the undersigned judge, as required by Rule 59(e), SCRCP, so the undersigned judge was unaware of it until the second case (and the pending motion) came up on the docket in May 2015. The court directed briefs on the question of the propriety of considering the motion. The respondent(s) filed a supplemental brief on May 21, 2015, and the respondents agree that the court may entertain the motion.

Additional written submissions are not required, but will be considered. Either party may choose to rely upon what has already been filed or may supplement it.

Written submissions must be filed with the Clerk of Court's office by 5:00 p.m. on Friday, December 4, 2015. A copy of the submissions must be forwarded to the undersigned judge and to opposing counsel. The copies to the judge shall be sent via email to wkeesleyj@sccourts.org and to the law clerk at wkeesleylc@sccourts.org. A copy shall also be mailed to Post Office Box 10, Edgefield, SC 29824.

AND IT IS SO ORDERED.

#2
November 19, 2015



William P. Keesley
Judge

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCCORMICK	)	
	)	Civil Action No. 2015-CP-35-0006
ROBERT JAY LAGROON,	)	
	)	
APPELLANT(S),	)	
	)	
VS.	)	
	)	
SBA COMMUNICATIONS CORP.	)	
	)	
RESPONDENT(S)	)	

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCCORMICK	)	
	)	Civil Action No. 2014-CP-35-0034
ROBERT JAY LAGROON,	)	
	)	
APPELLANT(S),	)	
	)	
VS.	)	
	)	SUPPLEMENTAL BRIEF OF ROBERT
NEXTEL SOUTH CORP AND ITS	)	JAY LAGROON
ASSIGNEES	)	
	)	
RESPONDENT(S)	)	

This supplemental brief is being respectfully submitted to comply with this Court's Order filed October 27, 2014 establishing procedures on motion to alter or amend.

Under South Carolina law, costs shall be awarded to the prevailing party in judgments rendered in appeal. The court's Order of October 27, 2014 vacates the Magistrate's order. Accordingly, Lagroon is the prevailing party and, therefore, is entitled to recover costs.

The order is more favorable to Lagroon because rent payments of \$1957.15 continue because the Magistrate's Order is vacated.

Finally, the costs requested in the amount of \$185.00 in filing fees plus cost of \$963.21 which are expenses incurred for travel to Coleman Karesh Law Library located in Columbia, SC are appropriate, as no attorney's fees are requested.

Therefore, Lagroon respectfully requests the Court amend its order of October 27, 2014 to include an award of \$185.00 in filing fees and \$963.21 in costs.

Respectfully submitted,

R Jay Lagroon
Post Office Box 234
Lincolnton, GA 30817

STATE OF SOUTH CAROLINA
COUNTY OF McCORMICK

FILED
GWENDOLYN D. CHILES
2016 MAR 30 A 10:41

IN THE COURT OF COMMON PLEAS

R. JAY LAGROON,

CLERK OF COURT
McCORMICK COUNTY, SC

Plaintiff,

-vs-

NEXTEL SOUTH CORP AND ITS
ASSIGNEES,

Defendant.

**ORDER DENYING MOTION
TO ALTER OR AMEND AND
PETITION FOR MANDAMUS**

Case Number: 2014-CP-35-00034

The plaintiff filed a motion to have the court reconsider and to alter or amend the order of October 27, 2014. The motion is denied. The file also contains a petition for writ of mandamus, which is administratively dismissed.

The plaintiff, Dr. R. Jay Lagroon, is a self-represented litigant. This dispute stems from a lease whereby Dr. Lagroon allowed the defendant to locate and operate a cell phone tower on the plaintiff's land. The procedural history of this case is unprecedented in this court's experience. The order from the Magistrate's Court appears to have arisen without any case being filed in that court.

On March 21, 2014, Magistrate John C. Long issued an order which did not contain a caption or a case number. The body of the order read, in its entirety:

Whereas on March 17, 2014, Nextel South Corp. (Tenants) and its assignees did attempt to enter premises leased by aforementioned company, property located at Route 4, Box 198B (APN: 006419-03-3) in McCormick, SC and owned by Robert Jay Lagroon (Landlord), tenants were unable to gain entry to perform maintenance and acquire use of leased property due to action(s) of landlord. With respect to the contract/agreement between the parties, paragraph Six (6) provides that access shall be given to tenants for various types of

maintenance and operation, including construction, replacement and removal. Lease agreement also provides for use of easement to gain access to leased property and ingress, egress and regress are not to be hindered. A copy of lease agreement is attached.

It is therefore ordered that the landlord, Robert Jay Lagroon, remove any and all personal property that is in violation of said lease agreement and cease and desist any activities that hinder or inhibit tenants [sic] legal use and enjoyment of leased property.

Dr. Lagroon filed this action (2014-CP-35-00034) in the Court of Common Pleas on April 23, 2014. The filing is designated as a civil appeal. It states that the order of Magistrate Long was issued *sua sponte*, without any case or controversy having been filed, and that it was entered without notice and an opportunity to be heard. It states that Magistrate Long lacked jurisdiction to enter the order. There was no motion, and no other pleading was filed with the Magistrate. Dr. Lagroon then stated his position that the defendant had breached the lease and was not entitled to the benefits of it, including access to the property.

After initially filing a motion to dismiss based on lack of service of the appeal, the defendant (now denominated as SBA Steel, as assignee of Nextel South Corp) withdrew that motion and filed a stipulation on October 15, 2014, wherein it stated that did not object to or oppose the request to declare Magistrate Long's order to be null and void. The stipulation noted that there was a pending case before the Magistrate's court, (2014CV3510100096) that involves the same parties. The stipulation was stated to have been entered, "so that the Court may dispose of this Appeal in an expeditious manner, without need for additional filings or a hearing."

Upon receipt of that stipulation, the undersigned judge, as Chief Judge for Administrative purposes for Common Pleas, sent a memo to the parties, dated October 17, 2014, stating that the

stipulation seemingly rendered the appeal moot and asking if a consent order could be submitted. If not, the parties were directed to appear at the upcoming roster meeting.

The parties were unable to agree upon a consent order. The file now reflects copies of email wherein the plaintiff was seeking his "costs." After initially stating that the costs were minimal, Dr. Lagroon indicated that he was seeking \$1,961.12, without explanation as to what that would cover. He has since documented that he believes that he is entitled to recover \$185 in filing fees, plus \$963.21 in expenses incurred to travel to the law library at the University of South Carolina in Columbia.

Both sides agreed that the subject of the appeal – the order issued by Magistrate Long - should be declared null and void. That was the issue on appeal. On October 27, 2014, a written order was entered dismissing the appeal of the plaintiff and declaring that each party was responsible for bearing its own costs. That order was filed the same day.

On the morning of October 27, 2014, the week after the term had ended, Dr. Lagroon filed an undated petition for writ of mandamus.¹ The requested action was to require the Magistrate to forward the complete record of the matter on appeal. The court required the Magistrate to appear at the hearing and present his records, which were reviewed by the parties. Any mandamus request appears to be moot, if it is being pursued, because the relief requested in the appeal to which it relates has been granted and the court had the Magistrate appear, along with any records of the matter from which the appeal originated.

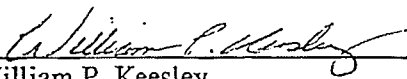
¹ It is somewhat difficult to determine the sequence of things in this file. There was an order entered by a Magistrate that is the subject of this appeal, but it does not seem to be issued in a filed case. Documents from another case related to the general matter in dispute are in this file and do provide some context. Some of the documents of Dr. Lagroon are undated. There are numerous documents in the file which may be attachments to other filings that are clocked-in, but it is not definitively stated.

Dr. Lagroon maintains that he is entitled to his costs as the prevailing party on the appeal. There are two problems with his request for costs. First, and most significantly, the record does not support any contention that the respondent filed any action that resulted in the order from which the appeal stemmed. This is more in line with a situation where a motion would be made to vacate a void judgment for lack of jurisdiction. Since the respondent did not file an action in Magistrate's Court, this court does not believe that the respondent is required to pay costs of an appeal. This case is one in which Dr. Lagroon, without objection from the respondent, obtained an order of the circuit court to set aside an improper order of the Magistrate's Court. Dr. Lagroon was not the prevailing party on an appeal in any traditional sense. Secondly, if Dr. Lagroon were deemed the prevailing party, while the costs of filing documents with the circuit court would be awardable, the court does not find that a self-represented litigant can recover the expenses that Dr. Lagroon is claiming for going to the law library. Moreover, there are no specifics provided as to why it was necessary for him to travel to Columbia, no supporting documentation with specifics as to the calculation of what was incurred in traveling, and no documentation from which any proper evaluation could be done. It is difficult to envision that anything that may have been needed to pursue this matter was unavailable over the Internet. Dr. Lagroon has failed to prove entitlement to costs or expenses incurred in maintaining this appeal.

THEREFORE, IT IS ORDERED that the motion to alter or amend is denied. This case is dismissed. Any request for a writ of mandamus is administratively dismissed.

AND IT IS SO ORDERED.

March 29, 2015



William P. Keesley
Judge

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM MCCORMICK COUNTY
Donald Hocker Circuit Judge, Eleventh Circuit

Appellate Case No. 2017-000203

RECEIVED

JUL 17 2017

SC Court of Appeals

R. Jay Lagroon, ... Appellant,

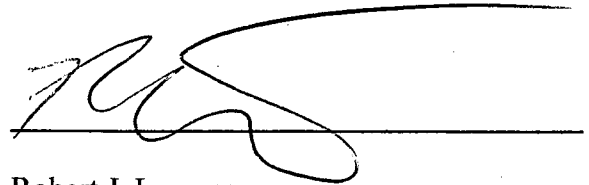
v.

SBA Communications Corp., ... Respondent.

CERTIFICATE OF COUNSEL

Counsel for Appellant certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material and also certifies that One hundred and four pages of the Record on Appeal designated by the Respondent are not referenced in his brief.

July 12, 2017



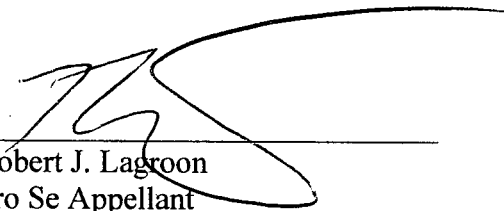
Robert J. Lagroon
Pro Se Appellant
791 SC Hwy 7
McCormick SC 29835

COUNSEL FOR APPELLANT

CERTIFICATE OF SERVICE

The undersigned Pro Se Appellant does hereby certify that service of the **Record on Appeal** in the above-captioned matter was made upon all counsel of record by placing copies in the United States Mail, first class postage prepaid, at the below listed addresses clearly indicated on said envelopes this 12th day of July, 2017, addressed as follows:

Jeremy C. Hodges
Graham R. Billings
NELSON MULLINS RILEY &
SCARBOROUGH LLP
1320 Main Street / 17th Floor
Columbia, South Carolina 29201



Robert J. Lagroon
Pro Se Appellant
791 SC Hwy 7
McCormick SC 29835

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JUL 17 2017

SC Court of Appeals