

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Troy M. Gilreath,

Case No: 2017-CP-23-04367

Plaintiff,

ORDER

v.

Gordon A. Lewis, Creekside Lot Three, LLC,
Pointe Development, LLC, GBI, LLC, and SC
TELCO Federal Credit Union,

Defendants.

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JUL 30 2018

SC Court of Appeals

Gordon Lewis,

Third-Party Plaintiff,

v.

Creekside Lot Three, LLC, S.C. Telco Federal
Credit Union,

Third-Party Defendants.

This matter comes before the Court upon Defendant/Third-Party Plaintiff Gordon Lewis' Motion for Rule to Show Cause. The Court issued its ruling from the bench at the hearing on June 11, 2018, and Plaintiff Gilreath, appearing *pro-se*, acknowledged that he understood the Court's ruling and the deadlines imposed.

On November 22, 2017, this Court entered an Order, based on the parties' consent, stating: "that neither, Troy M. Gilreath nor Gordon Lewis, or anyone acting on their behalf, shall take any actions on behalf of Creekside Lot Three, LLC ("Creekside") or Pointe Development, LLC ("Pointe Development") without the express consent and approval of both Lewis and

Gilreath." Additionally, both parties were "enjoined from making any representations to any third-parties that either are the sole member of Creekside or Pointe Development or that either is authorized to take any action on behalf of either company without the other's consent."

The November 22, 2017 Order also ordered the parties to "work with S.C. Telco for the appointment of a receiver for Creekside and Pointe Development", and directed "counsel for Lewis to draft an order appointing a receiver...within thirty (30) days." On February 26, 2018, Plaintiff Gilreath filed a Notice of Intent to Appeal and Notice of Appeal. When counsel for Lewis submitted a proposed Order to the Court, the Court did not enter an Order; rather, it stated in a March 13, 2018 Order that "the matters concerning the Court's November 22, 2017 Order [were] stayed," because "Plaintiff Gilreath has appealed, among other things, the Court's November 22, 2017 Order directing counsel for Lewis to draft an order appoint [sic] a receiver." A day later, in response to Defendant Lewis' Motion to Alter or Amend, the Court clarified: "the March 12, 2018 Order was only intended to explain the delay in issuing an order appointing a receiver. The March 12, 2018 Order was not intended to affect any injunctive relief in the November 22, 2017 Order...." On May 21, 2018, the matter to which Plaintiff Gilreath had appealed was remitted back to the lower court. The Court would note further, that based on Appellate Rule 241, any Order for injunctive relief is not stayed during the pendency of appeal, so the November 22, 2017 was clearly binding since that time.

Defendant Lewis presented evidence at the hearing that in spite of the November 22, 2017 Order, the Plaintiff continued to carry out operations on behalf of Creekside without the consent of Defendant Lewis, written or otherwise. The Plaintiff admitted to negotiating and entering into a lease with a tenant, Moon Clerk, LLC, on March 13, 2018, without the consent of Defendant Lewis and in contravention of the November 22, 2017 Order. Moreover, the Plaintiff

has been accepting rent payments and depositing them directly into his personal account rather than into an account owned by Creekside or to S.C. Telco as required by the mortgage agreement. In addition to changing the locks on the premises, records obtained from Moon Clerk, LLC indicate the Plaintiff has been taking actions such as arranging janitorial services, and fixing and maintaining the building. Finally, emails from the Plaintiff indicated he signed a lease to himself for the building owned by Creekside, and filed the documents with the Register of Deeds.

In light of the evidence presented at the hearing, the Court finds by clear and convincing evidence that the Plaintiff willfully violated the November 22, 2017 Order and is hereby held in civil contempt. Therefore, the Court orders as follows:

1) That Matthew David Carter ("Receiver") of the firm Berkshire Hathaway C. Dan Joyner Commercial Real Estate be appointed receiver over property owned by Creekside and Pointe Development, including the property located at 68 Pointe Circle Drive, Greenville, South Carolina. The Court will enter a subsequent Order outlining the powers and duties of the receiver.

2) Plaintiff Gilreath shall deliver all funds received since November 22, 2017 in connection with Creekside or the property in question, as well as all keys to the premises, contracts and leases received or created after November 22, 2017 to the Receiver by **5:00PM on June 12, 2018**. The Receiver shall receive and hold such funds subject to the rights of S.C. Telco as will be outlined in the subsequent order.

3) By **5:00PM, on June 13, 2018**, Plaintiff Gilreath shall provide a complete accounting of payments received and expenses paid in connection with Creekside and the subject property since the November 22, 2017 Order.

4) Any violation of this Order shall result in additional sanctions and the possibility of criminal contempt.

5) The Court requests that Counsel for Defendant Lewis provide an affidavit for costs and attorney's fees relating to the Rule to Show Cause for assessment of such fees and costs against Plaintiff Gilreath for the civil contempt.

The Court has taken under advisement Defendant Lewis' request to strike Plaintiff Gilreath's Pleadings and Plaintiff Gilreath's Motion to amend his Complaint to add a party. The Court further retains jurisdiction in this matter for the purpose of issuing additional sanctions for violation of this order or in connection with the violation of the November 22, 2017 Order.

IT IS SO ORDERED.

Executed by Perry H. Gravely, Presiding Judge with electronic signature on accompanying page.

Greenville, South Carolina

June 11 , 2018



Greenville Common Pleas

Case Caption: Troy M Gilreath , plaintiff, et al vs. Gordon Lewis , defendant, et al
Case Number: 2017CP2304367
Type: Order/Sanctions

So Ordered

s/ Honorable Perry H. Gravely, #2755

8742



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

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July 17, 2018

Troy M. Gilreath
1210 Gilreath Road
Anderson SC 29621

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JUL 30 2018

SC Court of Appeals

Re: Troy M. Gilreath v. Gordon A. Lewis (2)
Appellate Case No. 2018-001295

Dear Mr. Gilreath:

Upon reviewing your notice of appeal, the following deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or your appeal may be dismissed:

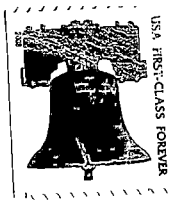
- The notice of appeal is not accompanied by the order(s) and/or judgment(s) challenged on appeal.
- The required filing fee has not been submitted. The correct filing fee is \$100.00.

Very truly yours,

V. Claire Allen, Deputy
CLERK

cc: Adam Crittenden Bach, Esquire
Robert Hudson Smith, Esquire
Suzanne G. Grigg, Esquire
Lindsay Anne Joyner, Esquire

Troy Gilreath
1210 Gilreath Rd.
Anderson SC 29621



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SC Court of Appeals

The South Carolina
Court of Appeals
P.O. Box 11629
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