

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Carmen Mullen, Circuit Judge
Marvin H. Dukes, III, Master-In-Equity

RECEIVED

APPEAL CASE No. 2011-204367

MAY 14 2014

Circuit Court Case No. 2011-CP-07-02546

SC Court of Appeals

JOSEPH C. SUN

Appellant

v.

OLESYA MATYUSHEVSKY, CITIZENS
OPPOSING DOMESTIC ABUSE, CHRISTINE
VARG and LILING SUN

Respondents

CORRECTED RECORD ON APPEAL

JOSEPH C. SUN, pro se
P. O. Box 151
Bluffton, SC 29910
843-227-0963

J. Sam Scoville, Esq.
P. O. Drawer 1107
Beaufort, SC 29901
Attorney for
Respondent LiLing Sun

Sarah E. Wetmore
Jackson H. Daniel, III, Esq
40 Calhoun Street, Suite 400
Charleston, SC 29401-3531
Attorneys for Respondents
Matyushesky, CODA and Varg

Charles J. Baker, III
PO Box 999
Charleston, SC 29402
843-722-3400

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CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

February 14, 2014

JOSEPH C. SUN, pro se
P. O. Box 151
Bluffton, SC 29910
843-227-0963

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

LILING SUN,

Plaintiff

v.

JOSEPH SUN,

Defendant.

IN THE FAMILY COURT
FOURTEENTH JUDICIAL CIRCUIT

FILE BOOK NO. 09-DR-07-00628

PENDENTE LITE ORDER

Date of Hearing:
Presiding Judge:
Plaintiff's Attorney:
Defendant's Attorney:
Court Reporter:

June 25, 2009
Hon. Peter L. Fuge
Olesya Matyushevsky
Pro Se
Deborah A. Anderson

FAMILY COURT
BEAUFORT COUNTY
BEAUFORT, S.C.

2009 JUN 25 PM 3:44

This matter comes before this Court upon the filing of Summons and Complaint for Separate Maintenance and Support on April 21, 2009. The Final Hearing was scheduled June 12, 2009 but was continued by Plaintiff for good cause, that being Insufficient time allotted. Hon. Peter L. Fuge granted the continuance. Subsequently, Notice of Motion and Motion for Temporary Relief was filed on June 8, 2009. The Defendant was given notice of this hearing through certified mail.

Present at the Hearing were the Plaintiff, with her attorney of record, Olesya Matyushevsky, Esquire, and the Defendant appeared Pro Se.

Prior to the hearing the Plaintiff presented Affidavits in support of the Plaintiff's position. After fully reviewing the pleadings, the Affidavits, and financial declarations, as well as listening



to the arguments of counsel and the Defendant, I make the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. I find that the Plaintiff is a citizen and resident of Beaufort County, South Carolina currently residing in Beaufort, South Carolina.
2. I find that the Defendant is a citizen and resident of Beaufort County, South Carolina currently residing in Bluffton, South Carolina.
3. I find that the Plaintiff and Defendant were lawfully married on May 14, 1999, in Beaufort, South Carolina.
4. I find that born of this marriage was one child to-wit: Abigail Sun, born April 27, 2001. I further find that no other children are expected as of this date.
5. I find that that on or about March 10, 2009 the parties separated and have lived separate and apart since that date.
6. I find that based on the testimony it is necessary for the best interest of the child that the Plaintiff have temporary physical and legal custody of the child.
Therefore, I find that the Plaintiff is granted sole physical custody of the child.
7. I find that the Defendant will have visitation with the child every Saturday between 9 A.M. and 6 P.M. The exchange should take place at Sonic Drive-In parking lot in Bluffton, South Carolina.
8. I find that neither party shall pay child support at this time until further Order by this Court.
9. I find that the Defendant must immediately turn over the engagement ring to the Plaintiff. *Signatures*

10. I find that the Defendant must immediately leave the marital home located at 18 6th Avenue, Bluffton, South Carolina.
11. I find that the Plaintiff shall take immediate possession of the marital home until further Order of this Court.
12. I find that the Defendant must immediately turn over possession of Toyota Corolla 2009 to the Plaintiff.
13. I find that neither party will expose the child to violent conduct.
14. I find that neither party will make or allow disparaging comments about the other parent/party or his/her family in the presence of the child.
15. I find that neither party will discuss this case with or in the presence of the child.
16. I find that neither party will expose the child to any illegal or criminal activity.
17. I find that both parties are prohibited from using each others and the minor child's Social Security Numbers.
18. I find that the parties are mutually restrained from harassing, interfering or bothering the other at either school, place of employment, or place of residence.
19. I find that the parties are mutually restrained from coming about each other more than 100 feet except to exchange the minor child for visitation.
20. I find that both parties will make themselves available for phone communication with the other for the purpose of discussion pertaining solely to the child, provided however, that neither parent harass or burden the other with excessive or abusive telephone calls or any such other nonproductive communication.
21. I find that the neither party will remove the child from South Carolina without a Court Order.



22. I find that a Guardian *Ad Litem* shall be appointed in this case. I appoint Attorney Regina M. Strickroth.
23. I find that a Sequestrator shall be appointed in this case. I appoint Attorney Thad Vincent to investigate:
- a. All properties owned by both parties in the last ten (10) years;
 - b. All bank accounts owned by both parties in the last ten (10) years;
 - c. The Defendant's bankruptcy proceedings that was filed in Atlanta, GA;
 - d. Any and all records of opening of lock boxes owned by both parties;
 - i. Both parties are prohibited from opening lock boxes as of June 25, 2009;
 - e. Possible Medicaid and Food Stamp Fraud;
24. The parties are granted full pretrial discovery pursuant to the South Carolina Rules of Civil Procedure.
25. I find that the remainder of the matters shall be held in abeyance until a Final Hearing can be held.

CONCLUSIONS OF LAW

1. I CONCLUDE THIS Court has subject matter and personal jurisdiction to hear these matters.
2. I conclude that venue is proper in Beaufort County, South Carolina.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, PENDENTE LITE:

A. The Plaintiff is granted temporary sole custody of the minor child. The Plaintiff is the primary physical custodian with the Defendant having every Saturday between 9 A.M. and



6 P.M visitation. The exchange shall take place at Sonic Drive-In parking lot in Bluffton, SC. The Plaintiff shall have temporary custody of the minor child at all other times.

B. Neither party shall pay child support at this time until further Order by this Court.

C. The Defendant is ordered to turn over the engagement ring to the Plaintiff.

D. The Defendant is ordered to immediately relinquish possession of the marital home located at 18 6th Avenue, Bluffton, South Carolina, to the Plaintiff until further Order of this Court.

E. The Defendant is ordered to immediately turn over possession of Toyota Corolla 2009 to the Plaintiff.

F. Neither party will expose the child to violent conduct.

G. Neither party will make or allow disparaging comments about the other parent/party or his/her family in the presence of the child.

H. Neither party will discuss this case with or in the presence of the child.

I. Neither party will expose the child to any illegal or criminal activity.

J. Both parties are prohibited from using each others and the minor child's Social Security Number.

K. The parties are mutually restrained from harassing, interfering or bothering the other at either place of employment or place of residence.

L. The parties are mutually restrained from coming about each other more than 100 feet except to exchange the minor child for visitation

M. Both parties will make themselves available for phone communication with the other for the purpose of discussion pertaining solely to the child, provided however, that neither parent harass or burden the other with excessive or abusive telephone calls or any such other nonproductive communication.

N. Neither party will remove the children from South Carolina without a Court Order.

O. A Guardian *Ad Litem* is appointed in this case. I appoint Attorney Regina M. Strickroth.

P. I find that a Sequestrator is appointed in this case. I appoint Attorney Thad Vincent to investigate:

- a. All properties owned by both parties in the last ten (10) years;
- b. All bank accounts owned by both parties in the last ten (10) years;
- c. The Defendant's bankruptcy proceedings that was filed in Atlanta, GA;
- d. Any and all records of opening of lock boxes owned by both parties;
 - i. Both parties are prohibited from opening lock boxes as of June 25, 2009;

e. Possible Medicaid and Food Stamp Fraud;

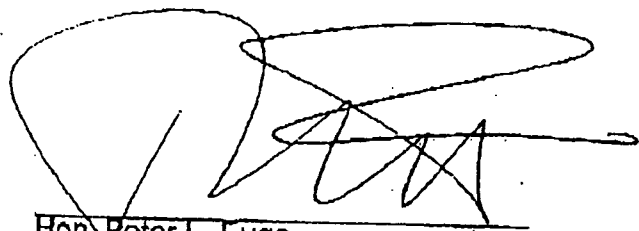
Q. The parties are granted full pretrial discovery pursuant to the South Carolina Rules of Civil Procedure.



R. I find that the remainder of the matters shall be held in abeyance until a Final Hearing can be held.

S All other matters shall be held in abeyance until the Final Hearing in this matter.

AND IT IS SO ORDERED!

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Hon. Peter L. Fuge
Presiding Family Court Judge

June 25, 2009
Beaufort, South Carolina

A small, stylized handwritten mark or signature at the bottom center of the page, possibly initials.

Defendant Liling Sun moves to dismiss this action on the grounds ^{a.} that this Court lacks subject matter jurisdiction because the Plaintiff's claims for relief are within the exclusive jurisdiction of the family court; b. that there is a prior pending action between Plaintiff and Defendant Liling Sun for some or all of Plaintiff's claims; and c. the Complaint states insufficient facts to constitute a cause of action.

Upon hearing from the parties present at the hearing, reviewing the Complaint, and the Family Court filings attached hereto, this Court finds that this matter should be dismissed based on the following findings of fact and conclusions of law.

Analysis

1. Plaintiff filed his Complaint June 15, 2011. He appears to allege fraud, adultery, forgery, wrongful arrest and incarceration, libel and slander, burglary, theft, trespass, and conspiracy.
2. All of the factual allegations in the present Complaint pre-date the Family Court's divorce order.
3. The first paragraph of the divorce decree states in pertinent part that "the Plaintiff commenced this action for divorce, child custody, equitable of marital property, and related relief against the Defendant Joseph Sun."
4. The last page of the Family Court's order of divorce states in pertinent part "the parties' agreements as set forth herein constitute fair and equitable resolutions of all the issues before this court."
5. Paragraph three (3) of the first agreement incorporated into the Family Court's order provides for equitable division of property. Specifically, it provides for Liling Sun to execute and deliver quit-claim deeds to certain real-estate in exchange for \$75,000.00.

The real estate exchanged pursuant to this order was the same real-estate Plaintiff Joseph C. Sun claims was trespassed on and burglarized pending the parties' divorce. Plaintiff Joseph C. Sun's claim of forgery is based on his claim that Defendant Liling Sun forged a deed regarding this same real-estate prior to the divorce being initiated.

6. On December 20, 2010, following the divorce, Joseph Sun filed Exhibit B hereto, the Motion for Rule to Show Cause why Liling Sun should not be held in contempt of court for violating the Family Court's Order.
7. In his affidavit in support of the Motion for Rule to Show Cause Mr. Sun states that the basis for his motion is that Liling Sun improperly removed personal property from the marital home when she vacated it.
8. Exhibit C hereto indicates that the Honorable Robert S. Armstrong, family court judge, held a hearing on Joseph Sun's motion on May 4, 2011, and issued an order filed May 25, 2011. Judge Armstrong's order provides, among other things, that Liling Sun was to return certain property that she admittedly had in her possession, and which she should not have taken.
9. It was less than one month later, on June 15, 2011, that Joseph Sun filed the present case in the Court of Common Pleas.
10. "The family court has exclusive jurisdiction . . . to hear and determine . . . marital litigation between the parties . . . for settlement of all legal and equitable rights of the parties in the actions in and to the real and personal property of the marriage . . ." S.C. Code Ann. § 63-3-530 (1976) (as amended)

11. Dismissal pursuant to 12(b)(8) of the S.C.R.C.P. is appropriate when the parties, subject matter, and remedies are precisely or substantially the same. *Capital City Ins. Co. v. BP Staff, Inc.*, 382 S.C. 92, 106, 674 S.E.2d 524, 532 (2009).
12. "A trial judge in the civil setting may dismiss a claim when the defendant demonstrates the plaintiff has failed 'to state facts sufficient to constitute a cause of action' in the pleadings filed with the court." *Williams v. Condon*, 347 S.C. 227, 233, 553 S.E.2d 496, 499 (Ct.App. 2001) "The question to be considered is whether, in the light most favorable to the plaintiff, the pleadings articulate any valid claim for relief." *Id.*
13. Plaintiff's claims for fraud and forgery are defective for failing to allege that he suffered injury by relying on what he claims were misrepresentations. He thus states insufficient facts to constitute a cause of action for fraud. See *Schnellmann v. Roettger*, 373 S.C. 379, 382, 645 S.E.2d 239, 241 (2007) ("the hearer's consequent and proximate injury" is an element of fraud)
14. Plaintiff's adultery claim fails for stating insufficient facts to constitute a cause of action. Adultery is a crime and ground for divorce in South Carolina, not a civil cause of action. S.C. Code Ann. §§ 16-15-70 and 20-3-10 (1976)
15. To the extent Plaintiff makes a claim for civil conspiracy, it is defective for failing to allege special damages. Failure to plead special damages, separate and independent from other wrongful acts alleged in the Complaint, requires dismissal of claim for civil conspiracy. *AJG Holdings LLC v. Dunn*, 392 S.C. 160, 167-68, 708 S.E.2d 218, 222-23 (Ct.App. 2011)
16. To the extent Plaintiff's claims for wrongful arrest and incarceration could be deemed claims for malicious prosecution, they are defective for failing to allege the proceedings

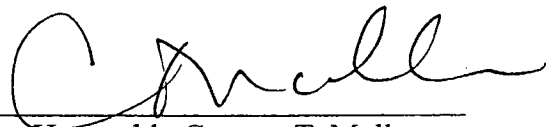
have been terminated in his favor. See *Ruff v. Eckerd's Drugs, Inc.*, 265 S.C. 563, 566, 220 S.E.2d 649, 651 (1975)(holding plaintiff must show, among other things, that proceedings instituted by defendant against plaintiff were terminated in plaintiff's favor)

17. Plaintiff's claims in this case for trespass, adultery, theft, burglary, conspiracy, wrongful arrest, libel, slander, and fraud involve issues which were part of the marital litigation. Thus, even had Plaintiff stated sufficient facts to constitute a cause of action for these claims, they should be dismissed against Liling Sun on the ground that there is another action pending between these parties for the same claims.

18. Finally, Plaintiff's claims for trespass, adultery, theft, burglary, and fraud should also be dismissed for being within the exclusive jurisdiction of the family court.

Now therefore, Defendant Liling Sun's Motion to Dismiss is hereby granted.

It is so ordered.


The Honorable Carmen T. Mullen

Dated: 11 / 8 / 11

Joseph C. Sun

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

JOSEPH C. SUN,

Plaintiff,

vs.

OLESYA MATYUSHEVSKY, CITIZENS
OPPOSED TO DOMESTIC ABUSE,
CHRISTINE VARG and LILING SUN,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2011-CP-07-2546

ORDER

2012 APR -6 PM 12:31
JERRY ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

BACKGROUND

This matter comes before the Court on the Motion to Dismiss of Defendants Olesya Matyushevsky, Citizens Opposed to Domestic Abuse ("CODA"), and Christine Varg (collectively the "CODA Defendants") and on the Motion to Amend Complaint of the Plaintiff, Joseph Sun. A hearing on these motions took place on March 13, 2012. At the hearing, the Court heard arguments from Plaintiff, who appeared *pro se*, and from Charles J. Baker and Jackson H. Daniel, who appeared as counsel for the CODA Defendants. In deciding the motions, the Court has fully reviewed and considered the following: Plaintiff's Complaint, Plaintiff's proposed Amended Complaint, CODA Defendants' Memorandum of Law in Support of Motion to Dismiss, Plaintiff's Response to Motion To Dismiss, Judge Mullen's prior order in this matter dismissing Defendant Liling Sun, and several Orders from the prior divorce proceeding between the Plaintiff and his ex-wife, Liling (Sun v. Sun, et al., Case No. 2009-DR-07-0628).

STANDARD OF REVIEW

I. CODA Defendants' Motion To Dismiss

A motion to dismiss "must be based solely on the allegations set forth in the complaint and [the Court] must presume all well-plead facts to be true." Gressette v. S.C. Elec. and Gas Co., 370 S.C. 377, 378-79, 635 S.E.2d 538, 538 (2006). When considering a motion to dismiss, "[t]he question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief." Plyler v. Burns, 373 S.C. 637, 645, 647 S.E.2d 188, 192 (2007). At any stage of the proceeding, however, the Court may take judicial notice of adjudicative facts. These include those facts "capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned." Rule 201, South Carolina Rules of Evidence. As such, the Court, in addition to considering the allegations of the Complaint, may take judicial notice of previously filed orders of the Beaufort County Family Court.

II. Plaintiff's Motion to Amend Complaint

South Carolina Rule of Civil Procedure 15(a) provides, in pertinent part, that "a party may amend his pleading . . . by leave of court . . . and leave shall be freely given when justice so requires and does not prejudice any other party." S.C. R. Civ. Pro. 15(a) (Supp. 2003). The decision whether to grant a motion to amend is at the discretion of the trial judge. Stanley v. Kirkpatrick, 357 S.C. 169, 174, 592 S.E.2d 296, 298 (2004). Furthermore, a motion to amend may be denied if it is clear that the proposed amendment is obviously frivolous and without substantive merit. Collins, et al. v. Sigmon, 299 S.C. 464, 467, 385 S.E.2d 835, 836, n.1 (1989).

ANALYSIS

Claims Against the CODA Defendants

South Carolina law protects an attorney from being sued by third parties for actions taken in the representation of a client. Gaar v. N. Myrtle Beach Realty Co., 287 S.C. 525, 528, 339 S.E.2d 887, 889 (Ct. App. 1986). See also, Stiles v. Onorato, 318 S.C. 297, 457 S.E.2d 601, 602 (1995). "In his professional capacity the attorney is not liable [to non-clients] . . . for injury allegedly arising out of the performance of his professional activities." Garr, 287 S.C. at 529, 339 S.E.2d at 889. The reason for the rule of immunity is simple: "[a]ttorneys must be free to act and advise their clients without constant fear of harassment from lawsuits." Garr, 287 S.C. at 529, 339 S.E. 2d at 889. This is especially true in the family courts where emotions often run high.

The pleadings demonstrate that Oleya Matyushevsky, an employee of CODA, represented Liling Sun in her divorce case against the Plaintiff and that Christine Varg, also a CODA employee, acted as her legal assistant in the matter. The Complaint generally alleges that the CODA Defendants committed various tortious acts in the course of advocating for and advising Liling in the family court matter. Even assuming the facts alleged to be true and viewing them in the light most favorable to the Plaintiff, the Court concludes that the Complaint fails to state facts sufficient to constitute a cause of action. First, the claims against the CODA Defendants relate to alleged acts that were performed in the course of the legal representation of a client and are barred by the rule of Garr and Stiles. Second, many of the issues raised were decided in the family court, and the doctrine of collateral estoppel precludes the Plaintiff from relitigating them.

Therefore, the action is dismissed as to Defendant CODA and Defendant Matyushevsky and, with the exception of one claim, as to Defendant Varg. Viewing the factual allegations in the light most favorable to Plaintiff, the Court concludes that he may have stated facts sufficient to constitute a cause of action against Defendant Varg only in Paragraphs 27 and 28 of the Complaint. The Court will allow Plaintiff to file an Amended Complaint against Defendant Varg only setting forth facts sufficient to constitute a cause of action for the claim now asserted in those paragraphs providing he does so within fifteen (15) days of receipt of this Order. Otherwise, the entire action shall be dismissed as to Defendant Varg also.

Plaintiff's Proposed Amended Complaint

The Honorable Carmen T. Mullen has previously dismissed with prejudice all claims against Liling Sun by order dated November 8, 2011. To the extent Plaintiff purports, by his Motion to Amend, to assert claims against Liling Sun, his motion is denied. As to the CODA Defendants, after careful review of the proposed amended complaint, the Court finds that there is substantively no difference between those claims and the original claims made by the Plaintiff. The only new allegation against the CODA Defendants, contained in Paragraphs 33 and 34 of the proposed amended complaint, is that they conspired with Liling to steal the original of the prenuptial agreement between him and Liling and to hide the fact one existed from the family court.¹ In cases involving a conspiracy claim against an attorney, a plaintiff must allege and prove that the attorney breached some independent duty or acted in her own personal interests outside the scope of the representation. Stiles v. Onorato, 318 S.C. 297, 457 S.E.2d 601 (1995); Moore v. Weinberg, 373 S.C. 209, 644 S.E.2d 740 (Ct. App. 2007). There is no such allegation

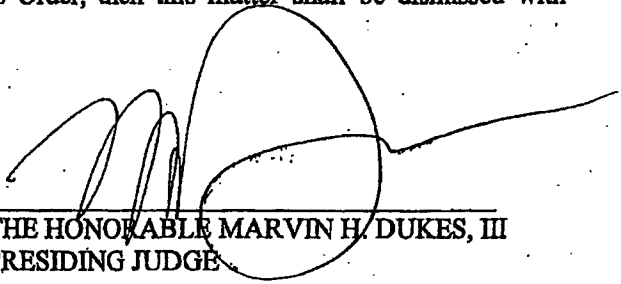
¹ Plaintiff admitted at the hearing in this matter that he did present a copy of the prenuptial agreement to the family court.

here, and the Plaintiff has proffered no basis for such an allegation. Thus, the Court denies the Motion to Amend since the proposed amendment is obviously frivolous and without substantive merit.

NOW, THEREFORE, IT IS ORDERED THAT:

- 1) All claims against Defendant Matyushevsky are dismissed with prejudice.
- 2) All claims against Defendant CODA are dismissed with prejudice.
- 3) All claims against Defendant Varg, with the exception of the claim raised in Paragraphs 27 and 28 of Plaintiff's Complaint, are dismissed with prejudice.
- 4) The Plaintiff's Motion to Amend is denied.
- 5) The Plaintiff may file an Amended Complaint raising only the claim against Defendant Varg made in Paragraphs 27 and 28, provided he does so within fifteen (15) days of receipt of this Order.
- 6) If the Plaintiff does not file an Amended Complaint against Defendant Varg within fifteen (15) days from receipt of this Order, then this matter shall be dismissed with prejudice in its entirety.

AND IT IS SO ORDERED.


THE HONORABLE MARVIN H. DUKES, III
PRESIDING JUDGE

BEAUFORT, SC
March 7 2012

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
IN THE FAMILY COURT
FOURTEENTH JUDICIAL CIRCUIT

LILING SUN,)
Plaintiff,)
Vs.)
JOSEPH SUN and)
AH TSAO SUN,)
Defendants.)
ORDER
Case No: 2009-DR-07-628

FAMILY COURT
BEAUFORT COUNTY
BEAUFORT, S.C.

2011 MAY 25 AM 11:29

Date of Hearing: May 4, 2011
Judge: Robert S. Armstrong
Plaintiff's Attorney: Olesya Matyushevsky
Defendants' Attorney: Kenneth L. Tootle
Court Reporter: Debbie Anderson

This matter came before the Court on May 4, 2011 pursuant to that certain Rule To Show Cause brought by the Defendants and directed to the Plaintiff to show cause why she should not be held in contempt of court. The Plaintiff was present at the hearing and represented by her attorney Olesya Matyushevsky. Defendant Joseph Sun was also present and represented by his attorney Kenneth L. Tootle.

The Defendants allege, among other things, that the Plaintiff is in violation of the Decree Of Divorce entered by this Court on October 13, 2010 by removing certain personal property from the premises located at 18 6th Avenue, Bluffton, South Carolina and 43 Broad View Drive, Knowles Island Plantation, Ridgeland, South Carolina. In this regard the Defendants cite the wording in Paragraph I (A) (3) of the Settlement Agreement approved by the Court and made the Order of the Court in the divorce action. The Plaintiff denies the allegations.

At the call of the case written stipulations were presented to the Court and are attached hereto as Court Exhibit 1. Originally on three sheets of yellow note pad paper the Defendants list items of personal property they claim are missing from the premises and

36
71

24

Certified - A True Copy
John A. Roseman
Clerk of Court
Beaufort County SC

are in the possession of the Plaintiff or were removed from the premises by her. On a single sheet of white note pad paper the Plaintiff acknowledges having 1 Loveseat, 1 end table and 1 Mongoose bicycle.

From the stipulations the Court enters the following Order:

1. Within seven (7) days the Plaintiff shall return the loveseat, end table and Mongoose bicycle to Defendant Joseph Sun.
2. As expeditiously as possible Mr. Tootle, or his designee, shall conduct a search of the Plaintiffs apartment, making an inventory of any items listed by Mr. Sun as missing from the Bluffton property or the Knowles Island property. Mr. Tootle shall advise Ms. Matyushevsky of the time and date the search will take place.
3. In the event either party deems it necessary, a member of the Beaufort County Sheriff's Department shall accompany Mr. Tootle or his designee to Ms. Sun's apartment and remain through the search.

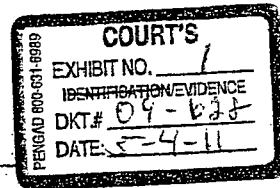
AND IT IS SO ORDERED.



ROBERT S. ARMSTRONG
Judge, Family Court for the
Fourteenth Judicial Circuit

Beaufort, South Carolina
May 25, 2011

69-628



1 Loveseat

1 END Table

1 Mongoose bicycle

Gave to Bluffton PD - Off. Hebda
files

Liking gave him box of keys 10/16/10

Bluffton

Replace Safe - No

Love Seat - Yes

2 End tables - 1 ^{end} table Living Room

2 lamps - No

Coffee Table ~~Yes~~ No

Painting - Antique Chinese silk framed

1. Hawk painting No

2. Fisherman in boat No

3. Chinese character painting describing hawk painting NO

CLOSET: from walk-in closet

- book of stamp collection No

- ivory statue of Chinese goddess No

- incense burner - ivory No

- 1 buddha statue No

- 3 crystal bottles (formerly cigarette holders) No

- box of coin collection (heavy box) No

- Nikon 3 camera cameras No

Knowles Is.

Has a box
of papers etc.

Legal files from safe & file cabinets
& financial files
- checkbooks from trust accounts

→ Original title to construction eg., boat,
truck, car Joe drives now.

Keys from keybox (to the machines, boats,
his car, etc.) - She gave him

Original deeds

→ Original titles to his truck & boat &
his car

US Savings bonds No

Gold chain & ear-ring No

Diamond ring No

Personal papers - divorce, etc. - from
2 x-wives

5 gold coins, 2 silver coins No

Canadian money No

Bedroom

- sealy p. mattress & boxspring - No
- any clothing if he/she may have No

Office :-

- check books & items re: accounts No
- legal files No
various legal cases & research material No
- Family trust papers No
- computer hard drive No
- CDs, DVDs No

Garage :

- Mongoose bicycle - mens. - No

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

LILING SUN,

Plaintiff

v.

JOSEPH SUN,

Defendant.

IN THE FAMILY COURT
FOURTEENTH JUDICIAL CIRCUIT

FILE BOOK NO. 09-DR-07-00628

ORDER

2010 MAR 12 AM 10:56
FAMILY COURT
BEAUFORT COUNTY
BEAUFORT, S.C.

Date of Hearing:
Presiding Judge:
Plaintiff's Attorney:
Defendant's Attorney:
Sequestrator:
Court Reporter:

March 2, 2010
Hon. Robert S. Armstrong
Olesya Matyushevsky, Esquire
Kenny L. Tootle, Esquire
Thad H. Vincent, Esquire
Deborah A. Anderson

This matter was commenced pursuant to Plaintiff's filing of a verified Petition for Citation for Contempt on January 12, 2010, in Beaufort County, South Carolina. The hearing was scheduled on January 26, 2010, but was continued by the consent of the attorneys. The attorney for the Defendant was previously scheduled to appear in another county for two separate hearings. Honorable Robert S. Armstrong granted the continuance. Subsequently, the Plaintiff filed an Amended Notice of Motion and Motion for Contempt on February 17, 2010. The Defendant was given a proper notice of this Hearing by leaving a copy of an Amended Notice of Motion and Motion for Contempt in a prominent, visible location at what is known to the parties as the "Knowles Island Property", located at 43 Broadview Drive, Ridgeland, SC 29936.

Present at the Hearing were the Plaintiff, with her attorney of record, Olesya Matyushevsky, Esquire, Defendant, with his attorney of record, Kenny L. Tootle, Esquire, and Sequestrator, Thad H. Vincent, Esquire.

Certified - A True Copy

John A. Pearson
Clerk of Court
Beaufort County SC



Each party testified. I examined each party to the extent necessary. Having reviewed the evidence submitted as well as listening to the parties' testimony, I make the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. I find that Defendant is in willful violation of the Temporary Order, dated June 25, 2009, by not immediately turning the possession of the 2009 Toyota Corolla over to the Plaintiff.
2. I find that because the Defendant turned the possession of the 2009 Toyota Corolla over to the Plaintiff on or about January 20, 2010, Defendant is not sanctioned.
3. I find that all issues regarding the depreciation of the 2009 Toyota Corolla must be handled at the final hearing.
4. I find that the Defendant must return the ^{alleged ring} engagement ring to the Plaintiff by 5 p.m. on March 3, 2010.
5. I find that the Plaintiff cannot dispose of the ^{alleged ring} engagement ring until further order of this court.
6. I find that Defendant is in willful violation of the Order of Plaintiff's Notice of Motion and Motion to Alter or Amend *Pendente Lite* Order, Pursuant to SCRCF Rule 59, dated October 19, 2010, for not paying child support.
7. I find that Defendant is in arrears of child support in the amount of \$ 110.00 as of March 2, 2010, by March 15, 2010 or turn himself into the Beaufort County Detention Center for thirty (30) days.

8. I find that the Defendant is in willful violation of the Temporary Order, dated June 25, 2009, and Order, dated August 4, 2009, by not leaving the marital home located at 18 Sixth Avenue, Bluffton, South Carolina.
9. I find that the Defendant is restrained from going to the home located at 18 Sixth Avenue, Bluffton, SC.
10. I find that Defendant shall serve six (6) months in Beaufort County Detention Center, if the Defendant enters the marital home for any reason commencing on March 2, 2010.
11. I find that to enforce the sentence, the Plaintiff shall file an affidavit with the Beaufort County Family Court.
12. I find that the Defendant is in violation of the Temporary Order, dated June 25, 2009, by abusing phone communication with the Plaintiff.
13. I find that any and all phone communications between the parties are suspended until further order of this Court.
14. I find that the Defendant is in violation of the Order, dated September 10, 2009, by contacting Plaintiff's counsel, Olesya Matyushevsky, while represented by an attorney.
15. I find that the Defendant shall serve six (6) months in Beaufort County Detention Center, if the Defendant contacts Plaintiff's counsel, Olesya Matyushevsky, in any way, except communications through Defendant's counsel, Kenny L. Tootle, Esquire.
16. I find that to enforce the sentence, the Plaintiff shall file an affidavit with the Beaufort County Family Court asking this Court.

17. I find that the exchange for visitation should take place at Beaufort County Sheriff's Department parking lot at 2001 Duke Street, Beaufort, South Carolina.

CONCLUSIONS OF LAW

1. I CONCLUDE THIS Court has subject matter and personal jurisdiction to hear these matters.
2. I conclude that venue is proper in Beaufort County, South Carolina.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

A. The Defendant is in willful violation of the Temporary Order, dated June 25, 2009, by not immediately turning the possession of the 2009 Toyota Corolla over to the Plaintiff.

B. The Defendant is not sanctioned because he turned possession of the 2009 Toyota Corolla to the Plaintiff on or about January 20, 2010.

C. Any and all issues regarding the depreciation of the 2009 Toyota Corolla must be handled at the final hearing.

D. The Defendant is ordered to turn the engagement ring over to the Plaintiff by 5 p.m. on March 3, 2010. *alleged Bsm*

E. The Plaintiff is ordered not to dispose of the engagement ring until the further order of this court. *alleged Bsm*

F. The Defendant is in willful violation of the Order of Plaintiff's Notice of Motion and Motion to Alter or Amend *Pendente Lite* Order, Pursuant to SCRPC Rule 59, dated October 19, 2010, for not paying child support.

G. The Defendant is ordered to pay the full amount of the arrears by March 15, 2010 or turn himself into the Beaufort County Detention Center for thirty (30) days.

H. The Defendant is in willful violation of the Temporary Order, dated June 25, 2009, and Order, dated August 4, 2009, by not leaving the marital home located at 18 Sixth Avenue, Bluffton, South Carolina.

I. The Defendant is restrained from going to the home located at 18 Sixth Avenue, Bluffton, SC.

J. The Defendant is ordered to serve six (6) months in Beaufort County Detention Center, if the Defendant enters the marital home for any reason commencing on March 2, 2010.

K. The Plaintiff shall file an affidavit with the Beaufort County Family Court asking this Court to enforce the sentence.

L. I find that the Defendant is in violation of the Temporary Order, dated June 25, 2009, by abusing phone communication with the Plaintiff.

M. Any and all phone communications between the parties are suspended until further order of this court.

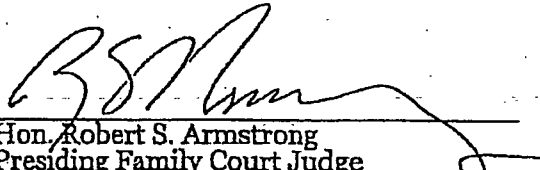
N. The Defendant is in violation of the Order, dated September 10, 2009, by contacting Plaintiff's counsel, Olesya Matyushevsky, while represented by an attorney.

O. The Defendant shall serve six (6) months in Beaufort County Detention Center, if the Defendant contacts Plaintiff's counsel, Olesya Matyushevsky, in any way, except communications through Defendant's counsel, Kenny L. Tootle, Esquire.

P. The Plaintiff shall file an affidavit with the Beaufort County Family Court asking this Court to enforce the sentence.

Q. The exchange for visitation should take place at Beaufort County Sheriff's Department parking lot at 2001 Duke Street, Beaufort, South Carolina.

AND IT IS SO ORDERED!


Hon. Robert S. Armstrong
Presiding Family Court Judge

March 12, 2010
Beaufort, South Carolina

09-628

Certified - A True Copy

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

LILING SUN,

Plaintiff

v.

JOSEPH SUN,

Defendant.

IN THE FAMILY COURT

FOURTEENTH JUDICIAL CIRCUIT

John R. Rose
Clerk of Court
Beaufort County SC

ORDER

DOCKET NO. 09-DR-07-00628

2010 JUN 21 AM 2:07
FAMILY COURT
BEAUFORT COUNTY
BEAUFORT, S.C.

Plaintiff's Attorney: Olesya Matyushevsky
Defendant's Attorney: Kenny L. Tootle
Guardian ad Litem: Regina Strickroth

Hearing Date: May 18, 2010
Judge: Hon. Robert S. Armstrong
Court Reporter: Debbie Anderson

This matter was commenced pursuant to Plaintiff's filing of a verified Contempt Complaint on March 30, 2010 and a Motion to Waive Mediation on April 29, 2010. Defendant was given proper notice of this hearing as is evidenced by the affidavits of service contained in this file. Defendant also filed a Rule to Show Cause in this matter that was scheduled to be heard at this time; however, Plaintiff was never served and this Motion will not be heard. Prior to this hearing, on receipt of Defendant's Motion for Continuance, I initiated a telephone conference with counsel for the Parties, where I held that the hearing on this day will not address Plaintiff's allegations of financial fraud by Defendant as Defendant's counsel advised me that he has not had sufficient time to prepare.

Present at the hearing were Plaintiff, Liling Sun, with her attorney of record, Olesya Matyushevsky, Esquire, Defendant, Joseph Sun, with his attorney of record, Kenny L. Tootle, Esquire, and Guardian ad Litem, Regina Strickroth, Esquire.

Based upon the testimony of the parties, testimony of the witnesses, and the evidence presented, I make the following Findings of Fact and Conclusions of Law:



FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. That on March 10, 2010, Plaintiff, along with officers from the Bluffton Police Department, went to the marital home located at 18 Sixth Avenue, Bluffton, SC.
2. That prior to Plaintiff entering the home, Bluffton Police officers inspected the premises to ensure Plaintiff's safety.
3. That the Defendant, Mr. Sun, was found to be hiding in the garage.
4. That at trial, Mr. Sun admitted to hiding in the garage.
5. That on June 25, 2009, this court ordered that "the Defendant must immediately leave the marital home located at 18 6th Avenue, Bluffton, South Carolina." Then, on August 28, 2009, the court ordered that Mr. Sun "is restrained from going to the home located at 18 Sixth Avenue, Bluffton, SC unless requested by the sequestrator."
6. I find that plaintiff has established that the Defendant has violated the previous Order of the Court by clear and convincing evidence by proving that Mr. Sun went to the home located at 18 Sixth Avenue, Bluffton, SC.
7. Mr. Sun is in contempt. He is sentenced to six months in the Beaufort County Detention Center for criminal contempt of court.
8. That the Bluffton Police Department issued a No Trespass Order to Mr. Sun after finding him in the garage.
9. That Mr. Sun returned to the home later that day and was arrested. He was released from jail on March 16, 2010.
10. That the Plaintiff returned to the marital home on March 17, 2010, and discovered the lights on, broken glass in her and her child's clothing, and a note reading "You Die" in Chinese pinned to the mattress.

11. That on or about March 17, 2010 Sergeant Christian Gonzales of the Bluffton Police Department asked Mr. Sun to come to the station. He told him the purpose was to help him retrieve his truck that had been towed after it had been found in the neighborhood of the marital residence. Sergeant Gonzales ^M ~~Mirandized~~ ^{RJA} Mr. Sun and began questioning him after he agreed to talk.

12. That this questioning was recorded on video and introduced into evidence.

13. That after viewing the video, I find that the Defendant admitted entering the marital residence on March 16 and/or March 17, 2010, after he was released from jail.

14. I further find that Mr. Sun admitted writing and leaving the note reading "You Die" in Chinese.

15. I find that Mr. Sun made these statements freely and voluntarily and they were not the product of coercion. Even though Sergeant Gonzales made false statements to him, I find that this did not result in conduct so egregious as to overcome Mr. Sun's free will.

16. On March 12, 2010, this court signed an order holding Mr. Sun in civil contempt for not leaving the marital home located at 18 Sixth Avenue, Bluffton, SC. He was sentenced to six months in the Beaufort County Detention Center if he entered the marital home for any reason in the future. Thus, he was allowed to purge his contempt by future compliance of the court's order.

17. The Plaintiff has established by clear and convincing testimony that Mr. Sun has violated the terms of this order by entering the home. The Defendant chose not to purge his civil contempt. Therefore, the sanction previously imposed shall be carried out.

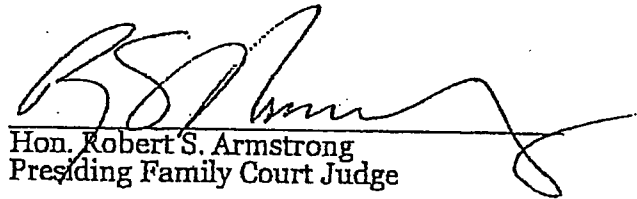
Mr. Sun is sentenced to six months in the Beaufort County Detention Center. This sentence is consecutive to the sentence already issued.

18. The Defendant alleges that this sentence violates double jeopardy since he was prosecuted in Municipal Court and held in contempt there for violating a condition of his bond for the same conduct.

19. The Court rejects this argument since Defendant is being sanctioned for civil contempt by this court. He was given means to purge an earlier finding of contempt, yet he chose not to do so.

20. The Defendant requested and Appeal Bond. This is denied.

AND IT IS SO ORDERED!


Hon. Robert S. Armstrong
Presiding Family Court Judge

June 21, 2010
Beaufort, South Carolina

09-628

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
LILING SUN,)
Plaintiff,)
Vs.)
JOSEPH SUN and)
AH TSAO SUN,)
Defendants.)

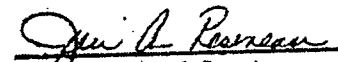
IN THE FAMILY COURT
FOURTEENTH JUDICIAL CIRCUIT

DECREE OF DIVORCE

Case No. 2009-DR-07-628

2010 OCT 13 PM 5:35
CLERK OF COURT
BEAUFORT COUNTY
BEAUFORT, S.C.

Certified - A True Copy


Clerk of Court
Beaufort County SC

Plaintiff's Attorney: Olesya Matyushevsky
Defendant's Attorney: Kenny L. Tootle
Guardian *ad Litem*: Regina Strickroth
Sequestrator: Thad H. Vincent

Hearing Date: September 1, 2010
September 29, 2010
Judge: Hon. Robert S. Armstrong
Court Reporter: Debbie Anderson

The Plaintiff commenced this action for divorce, child custody, equitable division of marital property and related relief against Defendant, Joseph Sun, on April 21, 2009 by filing her Summons and Complaint in the Office of the Clerk of Court for Beaufort County. Defendant, Joseph Sun, was personally served with the pleadings as is shown from the Affidavit of Service on file with the Court. Defendant, Joseph Sun, duly filed and served his responsive pleadings to the Complaint. Shortly thereafter, Defendant was represented by attorney, Beth Ann Gilleland-Prince. By subsequent order of this Court, Kenneth L. Tootle was substituted as attorney for Defendant, Joseph Sun. Mr. Tootle also appears as attorney for Ah Tsao Sun.

Plaintiff made claim through the South Carolina Marital Properties Act to an interest in certain properties alleged by her to be marital property, but being titled to Defendant Joseph Sun's mother, Ah Tsao Sun. As a result thereof this Court issued its Order making Ah Tsao Sun a third party defendant in this action.

The Court conducted a final hearing in this matter commencing September 1, 2010 and continuing September 29, 2010. Prior to taking testimony on September 1, 2010, the

COPY

Court undertook efforts to reconcile the parties, which efforts were unsuccessful. Testimony was thereafter taken for the remainder of the day and, not having reached a conclusion, the hearing was continued to September 29, 2010. Upon the case being reconvened on September 29, 2010, the Court was informed by the attorneys that a settlement had been reached between Plaintiff and Defendant, Ah Tsao Sun, which resolved all the property issues arising out of this action. The Settlement Agreement has been reduced to writing and signed by both, Plaintiff and Defendant, Ah Tsao Sun.

The Court questioned Plaintiff regarding the Settlement Agreement. Plaintiff advised the Court that she understood the nature and extent of the marital property involved in this litigation, and she felt that the settlement was a fair and equitable resolution of the property issues arising from this action. She stated that she was not under the influence of alcohol, drugs or stress which would inhibit her ability to enter into the agreement. She has been represented in the negotiation of the agreement by competent counsel with whom she is satisfied. Plaintiff requested the Court to confirm the Settlement Agreement and make the same the Order of the Court. She acknowledged understanding that once the agreement was approved by the Court and made the Order of the Court the terms of the agreement could not be modified or changed.

Defendant, Ah Tsao Sun, was not present at this hearing. Ah Tsao Sun has, however, filed her affidavit with this Court wherein she acknowledged that she participated in the negotiations leading to the settlement of the property issues, and that she was aware of the financial circumstances involving the alleged marital property. She states that she fully understood the terms and provisions of the Settlement Agreement and that, under the circumstance prevailing, she felt the agreement was a fair and equitable resolution of the property issues arising in the divorce action between Liling Sun and Joseph Sun. She stated that she was not under the influence of alcohol or drugs, or an undue amount of stress that would render her unable to fully understand her rights or the content of the agreement. She stated she was completely satisfied with the services of Mr. Tootle. She requested that the Court confirm the Settlement Agreement and make it the Order of the Court. She acknowledged understanding that once the agreement was approved by the Court and made the Order of the Court the terms of the agreement could not be modified or changed.

The Court has reviewed the written Settlement Agreement entered into between Liling Sun and Ah Tsao Sun. The Court finds these parties entered into the agreement freely and voluntarily and that they both fully understand the terms and provisions of their agreement. Neither party was under the influence of alcohol, drugs, or an undue amount of stress which would inhibit their ability to understand the agreement or to freely and voluntarily enter into the agreement. Both parties felt the agreement was a fair and equitable resolution of the property issues involved in this litigation. Both parties requested that the Court confirm the Agreement and make it the Order of the Court. The Court finds the Settlement Agreement to be a fair and equitable resolution of the property issues arising out of this action. The Settlement Agreement is confirmed and made the Order of this Court.

Testimony thereafter resumed on the issue of child custody. After the lunch break, the parties advised the Court that they had commenced settlement negotiations. The Court permitted the parties to continue their negotiations. Later in the afternoon, the parties advised the Court that they had resolved between them all remaining issues involved in the case. Through their attorneys Liling Sun and Joseph Sun orally placed their settlement on the record. Their settlement is as follows:

1. ~~Liling Sun and Joseph Sun shall jointly share the custody of their daughter, Abigail Sun, born April 27, 2001. Liling Sun is designated the child's primary care taker.~~
2. Joseph Sun shall have the following visitation rights with Abigail:
 - a. **Weekend Visitation:** Mr. Sun shall have alternating weekends from Friday at six o'clock (6:00) p.m. until Sunday at six o'clock (6:00) p.m. Weekend visitation shall commence with the first weekend following the signing of this Order.
 - b. **Holiday Visitation:**
 - **Spring School Break/Easter Weekend:** Mr. Sun shall have spring school break (Easter weekend) on even-numbered years starting at six o'clock (6:00) p.m. the last day of school and ending at six o'clock (6:00) p.m. the evening prior to the child returning to school. Mrs. Sun shall have spring school break (Easter weekend) on odd-numbered years starting at six o'clock (6:00) p.m. the last day of school and ending at six o'clock (6:00) p.m. the evening prior to the child returning to school.

- *Thanksgiving Visitation:* Mr. Sun shall have Thanksgiving vacation on odd-numbered years, and Mrs. Sun shall have Thanksgiving vacation on even-numbered years. Thanksgiving shall commence at six o'clock (6:00) p.m. on the last day the child is in school or would be in school if they were attending school, and shall end at six o'clock (6:00) p.m. on the following Sunday.
 - *Christmas Visitation:* Mr. Sun shall have the child during the first half of Christmas break on even-numbered years starting at six o'clock (6:00) p.m. the day school lets out and ending twelve o'clock (12:00) p.m. on December 25th and shall have the second half of Christmas break on odd-numbered years starting at twelve o'clock (12:00) p.m. on December 25th and ending at six o'clock (6:00) p.m. the evening prior to school starting back. Mrs. Sun shall have the same Christmas holiday with the child except it shall be on the alternating years.
 - *Mother's Day/Father's Day:* The child shall be with the mother on Mother's Day and with the father on Father's Day from nine o'clock (9:00) a.m. until six (6:00) p.m.
- c. **Monday/Friday Holidays:** As to any other holiday which is celebrated on a Monday or a Friday and which is recognized by the state or the county in which the child resides and the school in which the child is enrolled, while school is in session, the parent having the child for that weekend as a normal part of the alternating weekends or selected summer visitations shall have the child on that Monday that the holiday is celebrated until six o'clock (6:00) p.m. or starting at six o'clock (6:00) p.m. the Thursday night before the Friday holiday is celebrated.
- d. **Summer Visitation:** Mr. Sun shall have two (2) two (2) week periods (with at least two [2] weeks in between) of visitation during the summer. He shall pick the weeks and notify Mrs. Sun in writing on or before May 15th of each year. Mrs. Sun shall have two (2) consecutive full weeks during the summer.
- e. **First Right of Refusal:** For as long as Mrs. Sun resides in the Beaufort County, South Carolina area she shall notify Mr. Sun of all times she is in the need of a

baby-sitter for Abigail and Mr. Sun shall have the right of first refusal to babysit Abigail during those times.

- f. **Telephone Contact:** Both parents shall have reasonable and, at all times, private telephone contact with the child and the child shall be allowed to have reasonable private telephone contact with either parent. Mr. Sun shall provide Abigail with a cellular telephone for the purposes of his telephone communication with the child, and he shall be responsible for paying any charges associated with the telephone.
- g. **Important Events:** Both parties shall timely notify the other party of any reasonably important event occurring while the child is in their care, such as, but not limited to baptisms, bar mitzvahs, sporting events, dance recitals, school plays, etc. Both parents may attend. When in doubt, the other parent shall be noticed.
- h. **Access to Records:** Both parents shall have full and complete access to all medical providers, school records, school personnel, coaches, counselors and other professionals involved the child's life and shall be allowed to discuss their child's circumstances and needs with these people. Each party shall inform the other party of the identity of such people.
- i. **Concerning Emergencies or Medical Emergencies:**
- Whenever emergencies arise or when major decisions are to be made or substantial changes brought about affecting the life or well-being of the child with regards to non-routine matters such as education, choice of schools, travel, religious training, illness and operations, selection of physicians, dentists, and psychiatrists, camps, participation in sports, major disciplinary matters, and other matters of similar importance, Mrs. Sun, as primary, agrees to consult with Mr. Sun to solicit his insight and opinions concerning the decisions to be made, and agrees to give due deference to his input. Both Parents agree to be reasonable and cooperative in this process and shall always act in a manner calculated to serve the best interests of the child. Absent agreement to the contrary, routine

decisions regarding the child shall be made by Mrs. Sun. In the case of major decisions, and absent agreement, Mrs. Sun, as primary, shall have the right to make major decisions.

- In a medical emergency, the visiting parent may make appropriate decisions and is hereby granted authority to and shall sign appropriate documents to protect the health and welfare of the visiting child. This is not to undermine the custodian's legal authority to make appropriate decisions. The visiting parent shall make reasonable efforts to contact the custodian but shall have the authority to act and shall not delay in protecting the child from imminent danger.
 - Each person shall provide and sign such information and forms as required and not otherwise reasonably available to reasonably allow for the fulfillment of this Order. This includes but is not limited to such items as: insurance cards, school schedules, flight schedules, medical appointments, work schedules, prescription medications, releases of information, etc.
- j. **Failure to pay child support/ denial of visitation:** The failure to pay child support does not alter this visitation and the denial of this visitation does not alter one's duty to pay child support. (Remedies such as contempt may apply.)
- k. **Pick up and return of the minor child:** Mrs. Sun is allowed to move within the state of South Carolina with Abigail. *She shall not move outside the state with the child.* BSM Unless otherwise specified, Mr. Sun shall pick up and return the child to and from law enforcement parking lot closest to Mrs. Sun for all periods of visitation so long as Mrs. Sun is a resident of the Beaufort County, South Carolina area. In the event Mrs. Sun relocates outside of the Beaufort County, South Carolina area to some other area within this state, the parties shall designate an area half way between their homes for the purpose of exchanging the child for visitation.
- l. All parties are restrained against having any form of physical or verbal confrontation or allowing another to do so in front of the child.

- m. All parties are restrained against excessively consuming or being under the influence of alcohol (defined the same as might apply to driving under the influence), the consumption of any illegal drug or the abuse of any prescription drug or allowing another to do so while the child is under his/her care.
- n. All parties are restrained against the use of profanity or making any derogatory comments about or toward the other party or allowing anyone else to do so in front of the child or in any manner whereby the child might learn of the same.
- o. All parties are restrained from having the child on an overnight basis in the presence of a party of the opposite sex to whom the parties are not related by blood or marriage or any lover/paramour. Neither party shall expose the child to conditions which imply a relationship such as a boyfriend or girlfriend, paramour/lover or some type of improper relationship.
- p. All parties are required to keep the child in a moral and safe environment at all times.
- q. All parties are required to see that the child in their care properly attends school and is not out of school in violation of any educational requirement of this State.
- r. All parties are required to see that the child in their care receives proper medical attention and appropriately takes prescribed medications or reasonably necessary medical treatments and to that end shall ensure that the child in their care attends any scheduled medical appointments and shall exchange medications which are to be taken, all as might be reasonable and appropriate and in compliance with their religious beliefs, a specific court order or the law.
- s. All parties are restrained against conduct detrimental to the child of any particular nature relating to the particular needs of the child such as not smoking around a child who is asthmatic.
- t. One party shall not schedule nor allow others to schedule elective matters to do with the child on or during the other party's time.
- u. At all times the child shall be properly supervised and not left with babysitters who are not appropriate in any manner by way of age, conduct, past history or otherwise of which a parent or custodian or visiting party has knowledge, should have knowledge or may with reasonable efforts have gained knowledge.

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas**

**Carmen Mullen, Circuit Judge
Marvin H. Dukes, III, Master-In-Equity**

**APPEAL CASE No. 2011-204367
Circuit Court Case No. 2011-CP-07-02546**

RECEIVED

FEB 21 2014

SC Court of Appeals

**OLESYA MATYUSHEVSKY, CITIZENS
OPPOSING DOMESTIC ABUSE, CHRISTINE
VARG and LILING SUN**

Respondents

v.

JOSEPH C. SUN

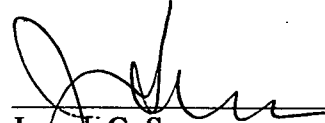
Appellant

PROOF OF SERVICE

I certify that I have this date served all the Respondents a copy of the Corrected Record on Appeal and the Certificate of Counsel by depositing copies of same in the United States Mail, postage prepaid on February 17, 2014 to the following addresses:

J. Sam Scoville, Esq. P.O. Drawer 1107, Beaufort, SC 29901

Jackson H. Daniel, III, Esq. 40 Calhoun Street, Suite 400, Charleston, SC 29401



Joseph C. Sun, pro se
P. O. Box 151
Bluffton, SC 29910

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas**

**Carmen Mullen, Circuit Judge
Marvin H. Dukes, III, Master-In-Equity**

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RECEIVED

FEB 21 2014

SC Court of Appeals

**OLESYA MATYUSHEVSKY, CITIZENS
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VARG and LILING SUN**

Respondents

v.

JOSEPH C. SUN

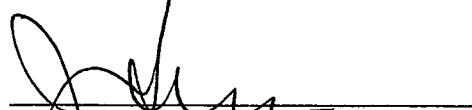
Appellant

PROOF OF SERVICE

I certify that I have this date served all the Respondents a copy of the Corrected Record on Appeal and the Certificate of Counsel by depositing copies of same in the United States Mail, postage prepaid on February 17, 2014 to the following addresses:

J. Sam Scoville, Esq. P.O. Drawer 1107, Beaufort, SC 29901

Jackson H. Daniel, III, Esq. 40 Calhoun Street, Suite 400, Charleston, SC 29401


Joseph C. Sun, pro se
P. O. Box 151
Bluffton, SC 29910

- v. All parties are restrained against allowing the child to see or be exposed to age-inappropriate movies, games or other material or forms of entertainment and shall take all reasonable precautions against the same. In no case shall the child be exposed to any X-rated or pornographic material.
3. Mr. Sun shall contribute child support for Abigail in compliance with the South Carolina Child Support Guidelines. Mr. Sun claims to have little or no income. Mr. Sun is, however, a college graduate and admits to being a carpenter/contractor of sorts. The Court finds no reason why minimum wage should not be imputed to him. Mrs. Sun has submitted a financial declaration showing income of monthly. The resulting child support is monthly. Mr. Sun shall pay ^{\$208.00} ~~\$411.00~~ plus the administrative charge ^{of 5%} thereon, through the Beaufort County Family Court, commencing October 1, 2010. *for a total of \$218.40. RSN*
4. Liling Sun and Joseph Sun each waive any right which they may have to the receipt of alimony or any other form of spousal support from the other.
5. Each party shall pay their own respective attorney fees and costs incurred in this action.
6. The Guardian *Ad Litem* has submitted a final billing in the amount of \$7,075.00. Liling Sun has previously paid \$2,000.00 of this fee and Joseph Sun has previously paid \$2,194.00 of this fee. Within forty-five (45) days of the signing of this order, Liling Sun shall pay to the Guardian the sum of \$1487.50 for her unpaid share of the Guardian's fee and Joseph Sun shall pay to the Guardian the sum of \$1393.50 for his unpaid share of the Guardian's fee.
7. That the parties are restrained from incurring any debt and/or liability in the name of the other.
8. That Mr. Sun is restrained from harassing, following, or coming about the workplace or residence of Mrs. Sun.
9. That Mr. Sun is restrained from abusing, threatening to abuse, or molesting the Mrs. *Sun* and/or the minor child and is additionally restrained from inflicting any and all manner and type of corporal punishment on the parties' minor child. *RSN*
10. Both parties will be mutually restrained from harming or harassing the other party or from coming about or contacting the other.

11. Both parties shall be restrained, prohibited, and forbidden from disparaging the other in the presence or close proximity of the minor child.
12. Both parties shall be restrained, prohibited, and forbidden from harassing, threatening, abusing, communicating with or coming about the other party for any reason unrelated to the minor child
13. Both parties shall be restrained, prohibited, and forbidden to abuse, threaten to abuse, or molest the other or engaging in any other conduct that would place the other party in reasonable fear of bodily injury.
14. Both parties shall be restrained, prohibited, and forbidden from using, attempting to use, or threatening to use physical force against the other that would reasonable be expected to cause bodily injury.

* I questioned both Liling Sun and Joseph Sun about their agreement. Both advised the Court that they fully understood each and every term of the agreement; that they entered into the agreement freely and voluntarily; that each understood their financial circumstances and that of the other; that they were both represented by attorneys of their own choosing and that both were completely satisfied with the services of their respective attorneys. Both parties advised the Court that the agreement promoted the best interests of their minor child. Both parties asked the Court to confirm their agreement and make their agreement the Order of the Court.

The Guardian *Ad Litem* informed the Court that she felt the parties' settlement agreement promoted the best interest of the minor child Abigail Sun and she requested that the agreement be made the Order of the Court.

After carefully considering the parties settlement agreement, as well as the testimony and other evidentiary material submitted previously in this case, the Court concludes that the parties settlement agreement regarding issues of child custody and the like, and all other issues addressed in the parties agreement, are fair and equitable and promotes the best interests of Abigail. The Court concludes that the parties' settlement agreement, as set forth above, should be confirmed and made the Order of this Court.

* 15. All previous restraining orders not inconsistent with this order remain in full force and effect. RSM

From the testimony taken from the parties and the witnesses I make the following Findings of Facts:

1. Plaintiff and Defendant, Joseph Sun, are residents of the State of South Carolina having resided in Beaufort County for a period in excess of one year immediately and continuously prior to the filing of this action. Defendant, Ah Tsao Sun, is a resident of Canada and is properly before this Court pursuant to the mandates of the South Carolina Marital Properties act.
2. Plaintiff and Defendant are Husband and Wife having been lawfully married each to the other on May 14, 1999 in Beaufort County, South Carolina.
3. From the union of marriage between Liling Sun and Joseph Sun one child has been born, to-wit: Abigail Sun, born April 27, 2001. There are no other children expected.
4. The parties separated each from the other on March 10, 2009 and have lived separate and apart without intervening cohabitation since that time.
5. The Court finds these parties entered into the above settlement agreements set forth above freely and voluntarily and that all parties fully understand the terms and provisions of their agreements. Neither party was under the influence of alcohol, drugs, or an undue amount of stress which would inhibit their ability to understand the agreements they made or to freely and voluntarily enter into the agreement. All parties felt the agreements were a fair and equitable resolution of all the issues addressed in that agreement and involved in this litigation. All parties requested the Court to confirm their Agreements set forth herein and make the agreements the Order of the Court. The Court finds the Agreements set forth herein to be fair and equitable resolutions of the issues addressed in the agreements and arising out of this action. The Agreements, as set forth herein, should be confirmed and made the Order of this Court.

From the Findings of Facts, I make the following Conclusions of Law:

1. This court has jurisdiction and venue over the parties and subject matter before the court.

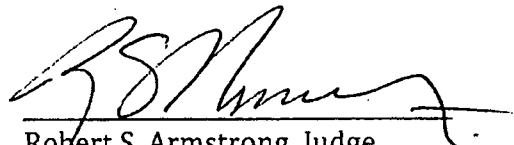
2. The parties are entitled to a Decree of Divorce, i.e. a divorce a vinculo matrimonii each from the other on the grounds of continued separation without cohabitation for a period in excess of one year.
3. The parties agreements as set forth herein constitute fair and equitable resolutions of all the issues before this Court and the agreement between Liling Sun and Joseph Sun set forth infra promotes the best interest of the parties minor child and should be made the order of this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The parties are hereby awarded a Decree of Divorce, i.e. a divorce a vinculo matrimonii, each from the other on the grounds of continuous separation without cohabitation for a period in excess of one year.
2. The Settlement Agreement entered into by and between the Plaintiff, Liling Sun and Defendant, Ah Tsao Sun, attached hereto is confirmed and made the Order of this Court.
3. The Settlement Agreement entered into by and between Plaintiff, Liling Sun, and Defendant, Joseph Sun, as set forth above in this Order, is hereby confirmed and made the Order of this Court.

AND IT IS SO ORDERED:

October 13 2010.
Beaufort, South Carolina


Robert S. Armstrong, Judge
Family Court
Fourteenth Judicial Circuit

STATE OF SOUTH CAROLINA)

IN THE FAMILY COURT

COUNTY OF BEAUFORT)

FOURTEENTH JUDICIAL CIRCUIT

LILING SUN,)

Plaintiff,)

VS.)

SETTLEMENT AGREEMENT

JOSEPH SUN, and)

AH TSAO SUN)

Defendants.)

DOCKET NO. 2009-DR-07-628

THIS AGREEMENT made and entered into this _____ day of August, 2010, in the Town of Beaufort, Beaufort County, South Carolina, by and between Liling Sun herein referred to as "**WIFE**", and Ah Tsao Sun hereinafter referred to as "**SECOND DEFENDANT**".

WHEREAS, Joseph Sun hereinafter referred to as "**HUSBAND**" and **WIFE** were lawfully married on May 14, 1999 in Beaufort, South Carolina; and

WHEREAS, one (1) child was born of this marriage, to wit: Abigail Sun, born April 27, 2001. No other children are expected; and

WHEREAS, the **HUSBAND** and **WIFE** have experienced certain domestic difficulties, disputes and apparently irreconcilable differences, which caused the **HUSBAND** and **WIFE** to separate and live separate apart since on or about March 10, 2009; and

WHEREAS, **WIFE** is represented by Olesya Matyushevsky, Esquire, of Citizens Opposed to Domestic Abuse and **SECOND DEFENDANT** is represented by Kenneth L. Tootle, Esquire; and , **WIFE** and **SECOND DEFENDANT** acknowledge that they have been completely and fairly represented and believe that they have been fully advised of all their rights and responsibilities generally, and especially hereunder; and

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Wife Initials

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WHEREAS, the WIFE and SECOND DEFENDANT hereto now consider it in their respective best interests to settle between themselves all property matters and issues heretofore arising or hereafter to arise from the marital union between HUSBAND and WIFE; and

WHEREAS, the WIFE and SECOND DEFENDANT have reached an agreement and wish to reduce their agreement to writing and intend that it shall constitute a final, permanent settlement between WIFE and SECOND DEFENDANT with respect to all marital property and equitable division matters arising from this action; and

WHEREAS, the WIFE and SECOND DEFENDANT each are familiar with the assets, debts and liabilities, financial ability, income and expenses of each other and represent that they are not entering into this Agreement as a result of any duress or any undue influence, but as a natural consequence of the breakdown of the marriage between HUSBAND and WIFE and desire to settle all issues relating to the breakup of the marital union between HUSBAND and WIFE; and each fully accepts the terms and conditions hereof; each acknowledges and consider this Agreement to be an equitable, fair, and just Agreement; and each has had the opportunity to obtain the advice of counsel as to the terms and conditions hereof and the affect hereof; and

WHEREAS, the WIFE and SECOND DEFENDANT intend that this Agreement is not conditioned upon the obtaining of a divorce, but instead, is intended to be a complete and full settlement between the parties regarding all issues relating to the breakup of the marital union between HUSBAND and WIFE, independent of the obtaining of the divorce; and

WHEREAS, the WIFE and SECOND DEFENDANT intend that this Agreement should be approved and adopted by a Court of competent jurisdiction after a hearing upon the same, whether or not such Court issues a decree of divorce to either HUSBAND or WIFE; and further, the parties intend that such Court shall have

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Ah Tsao Sun

continuing jurisdiction for the enforcement of this Agreement by contempt proceedings and otherwise; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth, **WIFE** and **SECOND DEFENDANT** do hereby freely and voluntarily agree as follows:

I. EQUITABLE DIVISION OF REAL PROPERTY

A. The **WIFE** and **SECOND DEFENDANT** have agreed upon the following complete settlement and resolution of all marital property issues involved in this litigation:

1. At such time as this Agreement is approved by the Court **SECOND DEFENDANT** shall pay to **WIFE** the sum of Seventy-Five Thousand and 00/100 (\$75,000.00) Dollars. This amount shall be non-taxable to **WIFE** and shall be represented in the manner of an attorney's escrow account check or cashiers check made payable to **WIFE**.

2. Upon receipt of the \$75,000.00, **WIFE** shall execute and deliver to **SECOND DEFENDANT**, Ah Tsao Sun, a quit-claim deed conveying any and all interest which **WIFE** may have in and to the real properties known and designated as 18 6th Avenue, Bluffton, South Carolina 29910 and the property located at 43 Broad View Drive, Knowles Island Plantation, Ridgeland, South Carolina 29936. Upon **WIFE's** signing of said quit-claim deed, **SECOND DEFENDANT** assumes responsibility for payment of any taxes, insurance and maintenance associated with the above named properties.

3. **WIFE** shall have thirty (30) days from the receipt of the Seventy-Five Thousand (\$75,000.00) Dollars to relocate from 18 Sixth Avenue, Bluffton, South Carolina. Once the home has been vacated by **WIFE**, taking with her personal belongings, **HUSBAND** shall have the right to occupy the premises.

4. **WIFE** hereby forever releases, waives and relinquishes any and all rights or claims which she may have to any other property which she claims, could have claimed or in the future may claim to be marital property, it being that

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the payment of the Seventy-Five Thousand (\$75,000.00) Dollars is a full and complete settlement of all issues raised or which could have been raised under the marital property act.

II. AUTOMOBILES AND JEWELRY

B. **WIFE** shall retain sole use, ownership, and possession of the 2009 Toyota Corolla vehicle that is currently in her possession free of all claims of **HUSBAND** or **SECOND DEFENDANT**. **WIFE** shall be solely responsible for the insurance, repairs, upkeep, and all other expenses relating to this automobile. At the time as this Agreement is approved by the Court, **SECOND DEFENDANT** will provide to **WIFE** the fully executed Lost/Stolen or Destroyed License Plate Replacement Application for the 2009 Toyota Corolla. Within thirty (30) days of the signing of this settlement agreement **SECOND DEFENDANT** shall turn over to her attorney the title for the 2009 Toyota Corolla.

C. **HUSBAND** shall retain sole use, ownership, and possession of the vehicles in his possession free of any claims of **WIFE**. **HUSBAND** shall be solely responsible for the insurance, repairs, upkeep and all other expenses relating to these vehicles.

D. **WIFE** shall retain sole ownership of the diamond ring that is currently in her possession free and clear of any claims of **SECOND DEFENDANT**.

III. RETIREMENT and FINANCIAL ACCOUNTS

E. **WIFE** waives any right, title, or interest in any retirement and/ or financial accounts in the name of, the possession of, or belonging to **HUSBAND** or **SECOND DEFENDANT**.

F. **HUSBAND** and **SECOND DEFENDANT** waive any right, title or interest in any retirement or financial accounts in the name of, the possession of, or belonging to **WIFE**.

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IV. ATTORNEY AND SEQUESTRATOR

A. The **WIFE** and **SECOND DEFENDANT** agree that they shall each be responsible for the payment of their own attorney fees incurred in the obtaining of this agreement and in any and all subsequent hearings in this matter. However, if **HUSBAND, SECOND DEFENDANT, or WIFE** should commence an action in Family Court in order to enforce the terms and conditions of this Agreement, then the prevailing party shall be entitled to have his or her attorney fees paid by the non-prevailing party.

B. The **WIFE** and **SECOND DEFENDANT** agree that they will each be responsible for payment of \$2,000 of the outstanding bill of Thad Vincent, Esquire, the Court appointed Sequestrator. Payment shall be made within thirty (30) days of the signing of this agreement.

V. MISCELLANEOUS PROVISIONS

A. **WIFE** and **SECOND DEFENDANT** each expressly agree to execute any and all documents relating to the foregoing which may be necessary to effectuate the intent of the **WIFE** and **SECOND DEFENDANT** and to carry out the terms of this Agreement.

A. Except as otherwise provided in this Agreement, **WIFE** and **SECOND DEFENDANT** hereby releases and forever discharges the other, his or her executors, administrators, assigns, property and estate from any and all rights, claims, demands, and obligations, past, present or future, arising out of or by virtue of the marital relationship of the **HUSBAND** and **WIFE**, including, but without limiting the generality of the foregoing, dower rights, curtesy, homestead rights, rights to elect regarding the estate of the other, or to take against the will or by intestacy; right to act as personal representative of the estate of the other, and all other similar or related rights, under the laws of any state or territory of the United States or any foreign country, as such laws exist or may hereafter be enacted or amended. **WIFE** and **SECOND DEFENDANT** will, upon request of the other, execute good and sufficient releases of demeanor and/or curtesy to the other, or to his or her heirs, executors, administrators, or

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assigns, and will join at the request of the other in executing any deed or other instrument affecting such property.

B. Subject to the provisions of this Agreement, **WIFE** and **SECOND DEFENDANT**, for themselves and their heirs, legal representatives, executors, administrators and assigns, hereby remise, release and forever discharge the other of and from any and all causes or causes of actions, claims, rights or demands whatsoever, in law or in equity, which any of the **WIFE** and **SECOND DEFENDANT** hereto ever had, or now has, against the other or the legal representatives of the other party except, any or all causes of action for divorce, or separation action now pending or hereafter brought by the other.

C. **WIFE** and **SECOND DEFENDANT** warrant that they have carefully read and fully considered this agreement and all of the statements, terms, conditions and provisions thereof prior to its execution and that its provisions and both their legal and practical effect have been fully explained to the parties, and each party acknowledges that the agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any fraud, misrepresentations, duress, or undue influence exercised by either party upon the other or by any other persons. Both parties acknowledge that no representation or warranties have been made by either party to the other, or by anyone else, except as expressly set forth in this agreement, and this agreement is not being executed in reliance upon any representations and or warranties having been made by **SECOND DEFENDANT** to **WIFE** or by anyone else to **WIFE**, with respect to past, present or future income, assets, liabilities or expenses of **SECOND DEFENDANT**, and without limiting the foregoing, no representation or warranties have been made by **WIFE** to **SECOND DEFENDANT**, or anyone else to **SECOND DEFENDANT**, with respect to the past, present or future income, assets, liabilities or expenses of **WIFE**.

D. This Agreement expresses the entire agreement between **WIFE** and **SECOND DEFENDANT** and supersedes any prior understandings or agreements between them, and there are no other representations or warranties other than those expressly set forth herein, but any portion hereof may be altered, removed, or added to by written consent duly signed and acknowledged by each of the parties hereto.

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E. Each provision of this Agreement shall be binding independently of and in all other provisions of this Agreement and no provision hereof may be deemed void or invalid by reason of the invalidity of any other provision.

F. **WIFE** and **SECOND DEFENDANT** may apply to the Family Court of the State of South Carolina for an Order directing specific performance of any act or duty imposed by or upon another by this Agreement, and for appropriate relief to enforce the terms hereof.

G. No waiver of any breach by any party to the terms of this Agreement shall be binding upon another party unless reduced to writing and subscribed to by the parties hereto.

H. This Agreement was duly executed and delivered in Beaufort County, South Carolina, and its terms and conditions shall be governed by and interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above shown on this Agreement.

WITNESSES:

Christine Varg
Theresa McLoary

[Signature]
WIFE

WITNESSES:

[Signature]
[Signature]

Ah Tsao Sun
SECOND DEFENDANT

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Ah Tsao Sun

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STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Christine Varg (print
witness name) and made oath that he/she saw the within-named WIFE, sign seal and
as her act and deed, deliver the within-written document; and that she/he with
Theresa M. Lacey (print notary name)
witnessed the execution thereof.

Christine Varg
Witness Signature

Sworn and subscribed before me September
This 29th day of August, 2010.

Theresa M. Lacey
Notary Public for South Carolina
My Commission expires: 2-12-13

M PROVINCE OF ONTARIO

STATE OF SOUTH CAROLINA)

JUDICIAL DISTRICT OF YORK)

M COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Shirley Mak (print
witness name) and made oath that ~~he~~/she saw the within-named **SECOND**
DEFENDANT, sign seal and as his act and deed, deliver the within-written document;
and that she/~~he~~ with Bryon C. Cohen (print
notary name) witnessed the execution thereof.

 W
Witness Signature

Sworn and subscribed before me

This 31 day of August, 2010.

 [Signature]
Notary Public for ~~South Carolina~~ Province of *Ontario*

My Commission expires: No EXPIRY

*BCN
7/20*

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IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT
STATE OF SOUTH CAROLINA

JOSEPH C. SUN,

Plaintiff,

v.

OLESYA MATYUSHEVSKY, CITIZENS)
OPPOSING DOMESTIC ABUSE,
CHRISTINE VARG and LILING SUN,

Defendants.

CIVIL ACTION

NO. 2011-CP-07-2546

2011 JUN 15 PM 1:37

COMPLAINT

COMES NOW, PLAINTIFF JOSEPH SUN, and shows the court as follows:

- (1) Defendant Olesya Matyushevsky is a resident of Beaufort County and an attorney employed at Defendant C.O.D.A., whose office is located at 655 Waight Street, Beaufort, SC 29901. Service of the process can be perfected on this defendant by delivering a copy of the summons and complaint to her personally at the aforesaid address.
- (2) Defendant Citizen Opposing Domestic Abuse (hereinafter CODA) is a corporation whose office is located at 655 Waight Street, Beaufort, SC 29901. Service of the process can be perfected on this defendant by delivering a copy of the summons and complaint to the Director Deborah Dubrowski personally at the aforesaid address.
- (3) Defendant Christine Varg is a resident of Beaufort County and an employee of CODA. Service of the process can be perfected on this defendant by delivering a copy of the summons and complaint to her personally at Defendant CODA located at 655 Waight Street, Beaufort, SC 29901.
- (4) Defendant LiLing Sun is a resident of Beaufort County. Service of the process can be

perfected on her by delivering a copy of the summons and complaint to her personally at her home located at Apartment A-7, Oakfield Apartments on Mossy Oaks Road, Beaufort, SC 29902.

BACKGROUND ON MARRIAGE

(5) In January 1999, after introduction through an acquaintance in California, Joseph Sun went to Guangzhou, China and met LiLing Xie (Sun) for the first time. After about one week in China, meeting on a daily basis and sleeping together every night, Joseph and LiLing decided to be married in the United States.

(6) Joseph came back to U.S. and applied for a fiancé visa for LiLing who came to Atlanta, GA in April 1999 to stay in Joseph' home. Joseph was living in Lawrenceville, GA just outside of Atlanta at the time. He was working in a family company called Sun-Pacific Enterprises, Inc. owned by his father SeChun Sun. His father was a wealthy businessman who owned several pieces of real property in Georgia and South Carolina, and was having development projects on some of those properties. Joseph was given the job of coordinating several development projects and was employed as a contractor in the company.

(7) LiLing spoke little English after she came to U.S. to meet with Joseph. She had no money, no job, no income and no credit. Joseph drove her to English classes several times a week, drove her to meet her friends, all personal matters, U.S. Immigration Office periodically to report her visa status and taught her how to drive. Before they were married near the end of May 1999, Joseph and LiLing went to see an attorney and both agreed to sign a Prenuptial Agreement. Joseph gave LiLing a copy of the Prenuptial and offered to fax it to her lawyer cousin in L.A. so he could advise LiLing. After consulting with her lawyer cousin on several lengthy telephone calls, LiLing signed the Prenuptial at the Gwinnett County Courthouse some time in April 1999. LiLing and Joseph were

soon married at the Beaufort County Courthouse in May 1999.

(8) After obtaining the marriage certificate, LiLing immediately applied for the Green Card at the U.S. Immigration which would give her the permanent residence in U.S. The application consisted of a financial statement. LiLing had no financial means, therefore, she asked Joseph and his father for help. LiLing pretended to be a loving wife and a good daughter in law. Joseph and his father were not aware of LiLing's fraudulent motive and pretense (more details infra) therefore agreed to help. LiLing was required to fill out the Application Form I-485 at the U.S. Immigration which included the Financial Statement. In order for LiLing to look good on her application for permanent residence, LiLing was employed by Sun-Pacific Enterprises, Inc. as the secretary and was allowed to purchase the Knowles Island Plantation lot from the company with no down payment based on a ten year loan payment plan.

(9) The Knowles Island lot was deeded to LiLing Sun in about 2000 after her marriage with Joseph, and LiLing immediately signed another warranty deed on the Knowles Island lot back to SeChun Sun as collateral. LiLing also signed a promissory note on the repayment of the Knowles Island lot.

(10) Because LiLing showed on the face she had some assets in U.S. and she was gainfully employed, her application for Permanent Residence was approved quickly by U.S. Immigration. LiLing obtained her Greencard some time at the end of 2000. The United States Department of State allowed the application of citizenship by an alien resident like LiLing after obtaining the Greencard for 3 years. Therefore, in 2003, LiLing filled out an application for U.S. Citizenship which was granted in about 2005. Joseph drove LiLing to Charleston for the Citizenship ceremony.

(11) Defendant LiLing never worked during the marriage until 2007. She could not work because of her English deficiency. After the house at Bluffton Park was purchased by and recorded in the name of AhTsao Sun, Joe's mother in Canada who allowed Plaintiff Joseph and his family to move in with a Rental Agreement, LiLing moved back in with Joe at the Bluffton home in about November 2007 after she left for about 6 months.

STATEMENT OF FACTS

FRAUD COMMITTED BY DEFENDANTS MATYUSHEVSKY AND LILING

(12) In 2008, Joe's mother AhTsao Sun in Canada signed a warranty deed naming Joseph Sun as Grantee and mailed it to Joseph in Bluffton. The deed was not filed immediately. LiLing began working at Beaufort Memorial Hospital in 2008. Because she was the only one who went to Beaufort everyday at the time, she offered to take the deed to Beaufort for filing.

(13) In mid January 2009, Joseph went to Bluffton office of the Beaufort Assessor to apply for the 4% property tax, but was told that the house was not in his name but in the name of LiLing Sun. Joseph went home and confronted LiLing who pretended to be a loving wife, told Plaintiff Joseph that there was no difference whose name the house was titled, and that she would make payment to AhTsao Sun on the house. She further agreed to apply for the 4% tax, and in addition sign a warranty deed on the house back to Joe's mother Ah Tsao Sun as her collateral.

(14) Defendants Matyushevsky and CODA represented Defendant LiLing and filed a complaint for separation based on unsupported accusation of domestic abuse made by Defendant LiLing. As the case progressed, evidence of LiLing's adultery and involvement in pornography surfaced and that there was no credible evidence of domestic abuse. All the defendants then conspired in a scheme of coverup of LiLing's bad acts and defrauding money and property from Plaintiff.

(15) After Plaintiff's mother AhTsao Sun was informed of the divorce filed by Defendant LiLing, the aforesaid collateral warranty deed signed by LiLing was filed at the Beaufort County Courthouse thereby converting the Bluffton house back to the purchaser AhTsao Sun. Defendant Matyushevsky scheduled a temporary hearing on June 25, 2009 but did not perfect service of the notice of hearing until one day before the hearing on June 24, 2009 in violation of the Rules of Family Court.

Plaintiff Joseph had no opportunity to find a lawyer therefore had to appear at the hearing alone. At the hearing, when Plaintiff Joseph asked for a continuance based on insufficient service of the notice of hearing, Defendant Matyushevsky presented a Certified Mail receipt of the divorce complaint served a month ago and claimed it as proof of service of the notice of temporary hearing.

(16) Family Court Judge unaware of the false proof of service denied continuance, conducted the temporary hearing where Plaintiff Joseph was totally unprepared and had no counsel. Defendants LiLing and Matyushevsky then presented a copy of the altered warranty deed as proof of ownership of the marital home, covering up the fact that the house was already titled in AhTsao Sun, Plaintiff's mother. As a result, Defendant LiLing was awarded temporary possession of the Bluffton house, a 2009 Toyota car and a diamond ring when Defendants knew that LiLing had no ownership or entitlement to any of that. Plaintiff was evicted and became homeless.

(17) Plaintiff had a rental agreement with his mother, the owner of the Bluffton House and he was the only lawful resident allowed. Due to fraud committed as aforesaid, for a period of about 18 months, Plaintiff had to rent temporary residence at several locations. Plaintiff is entitled to recover damages in the amount of \$20,000.00 from Defendants Matyushevsky and LiLing.

ADULTERY COMMITTED BY LILING SUN

(18) During the same period in early 2009, before filing for divorce, LiLing already met Tony

(real name Mark Walsh) on the internet and was involved in a sexual relationship. (See emails and photos.) Mark Walsh and LiLing was sending pornographic photos and love letters to each other by emails throughout 2009. In about March 2009, LiLing rented an apartment in Beaufort at the Wilderness Too Apartments. She moved out of the Bluffton house and moved in her apartment with the minor daughter Abigail, but went to Defendants CODA and Matyushevsky and falsely claimed domestic abuse, for the purpose of free legal representation. They conspired and obtained temporary possession of the Bluffton house by fraud as LiLing's second home for their leverage in their scheme of fraud and extortion against Plaintiff's mother AhTsao Sun

(19) Joseph and LiLing had access to each others email passwords at the time and those pornographic photos and love letters were printed out and given to the Guardian Ad Litem in the divorce case. LiLing and Mark Walsh were meeting at the Beaufort apartment between August 17 and 20, 2009 where after they had sex, they called minor daughter Abigail to join them in bed several times. LiLing repeatedly lied to minor Abigail that the Caucasian Mark Walsh was her cousin therefore they could sleep together in bed, and that Abigail could join them. Plaintiff explained to Abigail that a Caucasian man could not be a cousin of her Chinese mother. Abigail was very depressed with the lies told by LiLing.

(20) During visitation on August 22, 2009, Abigail told Plaintiff Joseph regarding the indecent acts, Plaintiff made a recording of his conversation with daughter Abigail and again gave a copy to the Guardian Ad Litem who questioned LiLing with the presence of Defendant Matyushevsky. These defendants admitted the incidence in the apartment but was angry at Plaintiff Joseph's recording and printing of the love letter emails and pornographic photos. These defendants then devised a scheme of vengeance against Plaintiff and deceit to defraud money from Plaintiff's

mother in Canada. To eliminate their opposition and witness, to wit, Plaintiff Joseph Sun, they devised a scheme of using lies and fabrication to repeatedly put Plaintiff in jail in March 2010 through September 2010, and to burglarize his property while he was in jail.

WRONGFUL ARRESTS AND INCARCERATION

(21) Defendants Matyushevsky, Varg and LiLing through the guise of Defendant CODA, fabricated lies of harassment, unlawful phone calls, stalking, possession of burglary tools and burglary without any evidence or witness against Plaintiff Joseph. Defendants used false accusations to have Plaintiff arrested and put in jail repeatedly from March 2010 until September 2010, just so they could accomplish their fraudulent and criminal schemes.

(22) During the period when Plaintiff was incarcerated, all the Defendants individually and/or collectively, made phone calls and wrote letters to Plaintiff's mother AhTsao Sun in Canada and her lawyer demanding \$200,000.00 as settlement. AhTsao Sun was 90 years old in poor health and could not speak English, became shocked and depressed, thereby slipped and fell, injured her head and went into a coma. After several weeks, the old lady recovered and while Plaintiff was in jail, knew nothing regarding the defendants false claims, agreed to give the defendants \$75,000.00 as a "settlement" in exchange for the defendants to leave her property alone in South Carolina. AhTsao Sun and LiLing Sun signed a property settlement as part of the Suns Divorce Decree.

(23) During the six month in jail, Plaintiff had little contacts with his mother or other relatives in Canada. Plaintiff could not expose the truth and did not join in the divorce settlement with the defendants because he knew the defendants criminal and fraudulent scheme against him and his mother, but he could not explain to or help his mother in Canada from jail. Plaintiff was incarcerated unjustly and suffered depression and mental pain.

LIBEL AND SLANDER

(24) During 2010 when Defendants Matyushevsky, through the authority and consent of CODA, was trying to defraud money from AhTsao Sun, wrote and send numerous letters to and verbally told several attorneys, bank officers and law enforcement falsely defaming Plaintiff as a criminal involving in criminal activity of the charges fabricated by her and her client LiLing Sun.

(25) Defendants LiLing, Matyushevsky and CODA made false and malicious slander and libel against Plaintiff as their calculated effort to injure Plaintiff Joseph and to facilitate their extortion against AhTsao Sun who was extremely worried about the false charges lodged against Plaintiff Joseph. Their calculated scheme was by defaming Plaintiff who knew their crime and fraud, they could cover up their bad acts while no one would believe the truthful complaint of Plaintiff against their crime and fraud when Plaintiff was in jail.

(26) Plaintiff is entitled to recover injury and damages in an amount of \$100,000.00 from Defendants Matyushevsky and CODA jointly and severally.

BREAK IN OF PLAINTIFF'S HOME AND BURGLARY OF PLAINTIFF'S PROPERTY

(27) Some time in early August 2010, when Plaintiff was still incarcerated as result of Defendants' lies and fabrication, Defendants LiLing, Matyushevsky, Varg and CODA conspired in and committed the break-in of Plaintiff's temporary home at Knowles Island Plantation in Ridgeland, destroyed Plaintiff's Sentry Safe and large key box, then stole the entire contents inside the safe and key box. These defendants accomplished the break-in using sledge hammer, crow bar, electric grinder and numerous tools found at Plaintiff's residence. In addition, these defendants conspired to steal large quantity of papers and files from Plaintiff's file cabinets at his temporary home. These defendants were hoping to find and destroy the original altered warranty deed and the

Prenuptial Agreement, financial statements on accounts of Plaintiff or his mother Ahtsao Sun to help them in any monetary advantage in the divorce case.

(28) Defendants Matyushevsky and CODA aided and abetted the burglary committed by Defendants LiLing and Varg, by coaching and committing the hiding and storage of numerous items burglarized from Plaintiff's home at Knowles Island Plantation. Plaintiff is entitled to recover all his personal and business papers and files, check books, car and boat titles, original warranty deeds and numerous legal papers and valuables inside the safe and all the keys inside the key box, and the replacement of the Sentry Safe and the key box. All defendants are required to reimburse Plaintiff for the repair and replacement of lost tools and equipments and damages to the house caused by the break in. Plaintiff is entitled to recover up to an amount of \$50,000.00 for any and all damages he has suffered.

THEFT OF PLAINTIFF'S PROPERTY IN THE BLUFFTON HOUSE

(29) As an agreement with Plaintiff's mother AhTsao Sun as alleged in Paragraph 22, Defendant LiLing had no claims on any marital property and was required to relinquish all marital property taken by all defendants. With the help of all other defendants, Defendant LiLing rented a large trailer and moved out of the Bluffton home on December 5, 2010 with large quantity of valuable property belonging to Plaintiff Joseph. Plaintiff suffered property and financial losses.

(30) As part of her activity of vendetta and harassment against Plaintiff for exposing her adultery and involvement in pornography, Defendant LiLing caused substantial damages, filth and put trash in the Bluffton house prior to moving out of the house which Defendants obtained possession by fraud in the divorce case. Plaintiff is entitled to have all his property returned to him or recover damages in the amount of \$30,000.00 from the defendants jointly and severally.

MONETARY LOSS CAUSE BY DEFENDANTS WRONGFUL ACTS

(31) All the defendants conspired to and/or actually committed numerous wrongful acts against Plaintiff Joseph causing him to have to borrow repeatedly large amount of money to pay attorneys and legal expenses including posting a \$300,000.00 bond. Plaintiff is entitled to recover the amount of \$100,000.00 from the defendants jointly and severally.

PUNITIVE DAMAGES

(32) All the defendants conspired to commit and/or had committed numerous outrageous, malicious, criminal and fraudulent acts causing Plaintiff property and monetary damages and injury to his person and reputation. Plaintiff Joseph Sun is entitled to recover punitive damages of \$1,000,000.00 from the defendants jointly and severally to punish the defendants and to deter them from further such wrong doings.

Wherefore, Plaintiff Joseph Sun prays the court to award him:

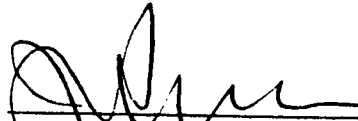
- (1) A trial by jury in this case.
- (2) An amount of \$20,000.00 jointly and severally from Defendants Matyushevsky, CODA and LiLing as alleged in Paragraph 17.
- (3) An amount of \$100,000.00 jointly and severally from Defendants Matyushevsky and CODA for committed libel and slander against Plaintiff as alleged in Paragraph 26.
- (4) An amount up to \$50,000.00 jointly and severally from all the defendants for their conspiracy of and break-in and burglary of Plaintiff's temporary home at Knowles Island Plantation as alleged in Paragraph 27.
- (5) An amount up to \$30,000.00 jointly and severally from all the defendants for their conspiracy of and break-in and theft of Plaintiff's property and trashing at the Bluffton home as

alleged in Paragraph 30.

- (6) An amount of \$100,000.00 jointly and severally from all the defendants for their wrongful acts causing Plaintiff monetary damages in attorney and legal fees and expenses as alleged in Paragraph 31.
- (7) Punitive damages in an amount of \$1,000,000.00 or an amount according to justice and fairness, jointly and severally from all the defendants to punish them and deter them from further such wrong doing as alleged in Paragraph 32.
- (8) All attorneys fees and legal expenses in prosecuting this case. (It is Plaintiff's desire and plan to seek legal representation as soon as possible.)
- (9) Any other relief which the court may deem just and proper.

Respectfully submitted,

This 6th day of June, 2011.



JOSEPH C. SUN, pro se
P. O. Box 2544
Bluffton, SC 29910
843-227-0963

) IN THE COURT OF COMMON PLEAS
) CASE NO. 11-CP-07-2546

**ANSWER OF DEFENDANTS
OLESYA MATYUSHEVSKY, CITIZENS
OPPOSED TO DOMESTIC ABUSE AND
CHRISTINE VARG**

FIRST DEFENSE

2. Matyushevsky, CODA and Varg admit so much of Paragraph 2 as alleges that CODA is a non-profit corporation with offices in Beaufort County. The allegations of Paragraph 2 relating to service of process constitute conclusions of law, which they are

required neither to admit nor to deny.

3. Matyushevsky, CODA and Varg admit so much of Paragraph 3 as alleges that Varg is a court advocate with CODA in Beaufort, South Carolina. The remaining allegations of Paragraph 3 relating to service of process constitute conclusions of law, which they are required neither to admit nor to deny.

4-13. Matyushevsky, CODA and Varg lack knowledge or information sufficient to form a belief as to the allegations of Paragraphs 4-13 and therefore deny the same.

14. Matyushevsky, CODA and Varg admit only so much of Paragraph 14 as alleges that Matyushevsky represented Liling Sun as attorney of record in Case No. 09-DR-07-628 in the Beaufort County Family Court. Matyushevsky, CODA and Varg allege that the record in that case speaks for itself, deny any allegations inconsistent with the record, and allege that Joseph Sun was represented by counsel in that case and knowingly and voluntarily agreed to a settlement of the case. Matyushevsky, CODA and Varg deny the remaining allegations of Paragraph 14.

15. Matyushevsky, CODA and Varg deny the allegations of Paragraph 15 relating to Matyushevsky's actions. Matyushevsky, CODA and Varg lack knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 15 and therefore deny the same.

16. Matyushevsky, CODA and Varg deny the allegations of Paragraph 16.

17. Matyushevsky, CODA and Varg deny the allegations of Paragraph 17 relating to Matyushevsky's actions and relating to the alleged right to recover damages. Matyushevsky, CODA and Varg lack knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 17 and therefore deny the same.

18. Matyushevsky, CODA and Varg deny the allegations of Paragraph 18 relating to the actions of Matyushevsky and CODA. Matyushevsky, CODA and Varg lack knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 18 and therefore deny the same.

19. Matyushevsky, CODA and Varg lack knowledge or information sufficient to form a belief as to the allegations of Paragraph 19 and therefore deny the same.

20. Matyushevsky, CODA and Varg deny the allegations of Paragraph 20 relating to their actions. Matyushevsky, CODA and Varg lack knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 20 and therefore deny the same.

21. Matyushevsky, CODA and Varg deny the allegations of Paragraph 21.

22. Matyushevsky, CODA and Varg admit only so much of Paragraph 22 as alleges that AhSao Sun and Liling Sun reached a settlement of the property issues in Case No. 09-DR-07-628 in the Beaufort County Family Court. Matyushevsky, CODA and Varg deny the allegations relating to their actions. Matyushevsky, CODA and Varg lack knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 22 and therefore deny the same.

23. Matyushevsky, CODA and Varg deny the allegations of the second sentence of Paragraph 23 and deny the allegation he was incarcerated unjustly. Matyushevsky, CODA and Varg lack knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 23 and therefore deny the same.

24-32. Matyushevsky, CODA and Varg deny the allegations of Paragraphs 24-32 relating to their actions. Matyushevsky, CODA and Varg lack knowledge or information

sufficient to form a belief as to the remaining allegations of Paragraphs 24-32 and therefore deny the same.

SECOND DEFENSE

The Court lacks subject matter jurisdiction of matters that were litigated in the Family Court for Beaufort County.

THIRD DEFENSE

Plaintiff's claims are barred by the doctrines of collateral estoppel and/or res judicata.

FOURTH DEFENSE

Plaintiff has failed to mitigate his damages as required by law.

FIFTH DEFENSE

Plaintiff's claims are barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's claims are barred by the doctrine of estoppel.

SEVENTH DEFENSE

Plaintiff's claims are barred by the doctrine of judicial estoppel.

EIGHTH DEFENSE

Plaintiff's claims are barred by the doctrine of settlement and release.

NINTH DEFENSE

The Complaint fails to state facts sufficient to constitute a cause of action.

TENTH DEFENSE

Plaintiff's claims may be barred by applicable statutes of limitations.

ELEVENTH DEFENSE

Any alleged defamatory statements were true or substantially true.

TWELFTH DEFENSE

Any alleged defamatory statements were subject to an absolute or qualified privilege.

THIRTEENTH DEFENSE

Matyushevsky, CODA and Varg are immune from liability to third persons arising out of the performance of legal services for their client.

FOURTEENTH DEFENSE

Plaintiff is barred from recovering punitive damages by operation of S.C. Code §33-56-180.

FIFTEENTH DEFENSE

The amount of Plaintiff's recovery of actual damages may not exceed the limitation on liability contained in the South Carolina Tort Claims Act by operation of S.C. Code §33-56-180.

SIXTEENTH DEFENSE

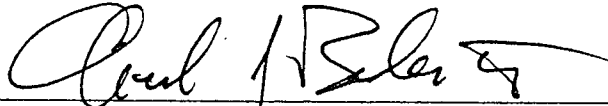
Plaintiff may not recover from Matyushevsky or Varg unless their conduct was reckless, willful or grossly negligent by operation of S.C. Code §33-56-180.

RESERVATION AND NON-WAIVER

Matyushevsky, CODA and Varg reserve and do not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, having fully answered the Complaint, Defendants Olesya Matyushevsky, CODA and Christine Varg pray that the same be dismissed with costs, including reasonable attorneys' fees, and for such other and further relief as the Court may deem just and proper.

WOMBLE CARLYLE SANDRIDGE & RICE, PLLC



Charles J. Baker III (S.C. Bar No. 486)

5 Exchange Street

Post Office Box 999

Charleston, SC 29402-0999

Telephone: (843) 722-3400

cbaker@wcsr.com

*Attorneys for Defendants Olesya Matyushevsky,
Citizens Opposed to Domestic Abuse and Christine Varg*

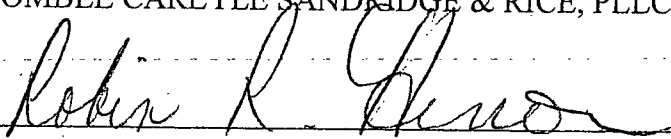
CHARLESTON, SC
July 18, 2011

CERTIFICATE OF SERVICE

This will certify that on July 18 2011, I did serve a copy of the above *Answer of Defendants Olesya Matyushevsky, Citizens Opposed to Domestic Abuse and Christine Varg* by forwarding the same via first-class, U.S. Mail, postage prepaid and properly addressed, to:

Joseph Sun
Post Office Box 2544
Bluffton, SC 29910

WOMBLE CARLYLE SANDRIDGE & RICE, PLLC

A handwritten signature in cursive script, appearing to read "Robin R. Givens", is written over a horizontal line.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	C/A NO.: 2011-CP-07-2546
	)	
JOSEPH C. SUN,	)	
	)	
Plaintiff,	)	MOTION TO DISMISS
	)	
vs.	)	
	)	
OLESYA MATYUSHEVSKY, CITIZENS	)	
OPPOSED TO DOMESTIC ABUSE,	)	
CHRISTINE VARG AND LILING SUN,	)	
	)	
Defendants.	)	

PLEASE TAKE NOTICE that Defendants Olesya Matyushevsky, Citizens Opposed to Domestic Abuse and Christine Varg (collectively, "Defendants"), by and through their undersigned counsel, hereby move for an Order dismissing Plaintiff's Complaint with prejudice on the following grounds:

1. This Court lacks subject matter jurisdiction of matters that were litigated in the Family Court for Beaufort County, South Carolina;
2. Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action;
3. Plaintiff's claims are barred by the doctrine of *res judicata*;
4. Plaintiff's claims are barred by the doctrine of collateral estoppel;
5. Defendants are entitled to immunity from suit; and
6. Such other grounds as may be presented at the hearing on this Motion.

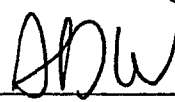
Defendants base this Motion on the pleadings, South Carolina Rules of Civil Procedure, applicable statutes, applicable case law, and any supporting Memorandum and/or exhibits to be filed prior to the hearing of this Motion.

40 Calhoun Street, Suite 400
Charleston, South Carolina 29401-3531
843-727-0307

Respectfully submitted,

CARLOCK COPELAND & STAIR, LLP

By:



SARAH E. WETMORE
State Bar No.: 17235

JACKSON H. DANIEL III
State Bar No.: 70308

Attorneys for Defendants Olesya Matyushevsky,
Citizens Opposed to Domestic Abuse and
Christine Varg

) IN THE COURT OF COMMON PLEAS
) THE FOURTEENTH JUDICIAL CIRCUIT
) C/A NO.: 2011-CP-07-2546

) C/A NO.: 2011-CP-07-2546

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IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT
STATE OF SOUTH CAROLINA

JOSEPH C. SUN,

Plaintiff,

v.

OLESYA MATYUSHEVSKY, CITIZENS)
OPPOSING DOMESTIC ABUSE,
CHRISTINE VARG and LILING SUN,

Defendants.

CIVIL ACTION
NO. 2011-CP-07-2546

2011 DEC 15 PM 2:48
CLERK OF COURT
J. J. HARRIS, JR.

MOTION TO AMEND AND SUPPLEMENT

PLAINTIFF JOSEPH SUN moves to the court for leave to amend and supplement his initial complaint pursuant to SCRCP Rule 15(a) and (d). Plaintiff is financially unable to hire a lawyer at this time to represent him in this case. Plaintiff has good cause of action in this action but was unable to make professional and/or clear allegations in his initial complaint resulting in a wrong interpretation of the instant action as one belonging in the Family Court.

Rule 15(a) provides that "leave to amend shall be freely given when justice so requires and does not prejudice any other party." The rule has no restriction on the time allowed to move the court for leave to amend the complaint. Plaintiff has not alleged any new facts, only clarifies with specificities in his allegations therefore the defendants will not suffer any prejudice.

Rule 15(d) provides that Plaintiff is permitted "to serve a supplemental pleading setting forth transactions or occurrences or events which have happened since the date of the pleading sought to be supplemented, whether or not the original pleading is defective in its statement of a cause of action or defense."

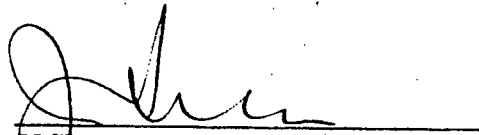
Presently, the order dismissing complaint as to Defendant LiLing Sun is on appeal.

Without considering the outcome of the appeal, in summary, the grounds for dismissal stated in the aforesaid order are: (1) that Plaintiff states "insufficient facts" (Page 4, Para. 13 and 14) to constitute a cause of action for fraud or adultery. (2) That Plaintiff failed to allege specific civil conspiracy and that malicious prosecution has been terminated in his favor. (Page 4 and 5, Para. 15 and 16.) (3) That there is another pending action between the parties on Plaintiff's claim of trespass, adultery, theft, burglary, conspiracy, libel, slander and fraud and that only the Family Court has exclusive jurisdiction (Para. 17 and 18, Page 5 order.) All the aforesaid grounds stated in the order of dismissal are not adjudication on the merits and no evidence has been presented on any issues or allegations in the complaint, therefore, the dismissal is one without prejudice.

For the foregoing reasons, Plaintiff prays the court to grant him leave to file his attached Amended Complaint in replacing his entire initially filed Complaint.

This 14th day of December, 2011.

Respectfully submitted,



JOSEPH C. SUN, pro se
P. O. Box 2544
Bluffton, SC 29910
843-227-0963

CERTIFICATE OF SERVICE

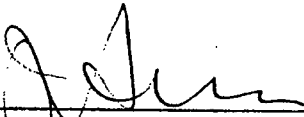
CERTIFICATE OF SERVICE

I certify that I have this date served all the Defendants a copy of Plaintiff's motion to amend and supplement and the Amended Complaint by depositing a copy of same in the United States Mail, postage prepaid to the following addresses:

J. Sam Scoville, Esq.
P. O. Drawer 1107
Beaufort, SC 29901-1107
Attorney for Respondent
843-524-3109

Charles J. Baker III, Esq.
P. O. Box 999
Charleston, SC 29402-0999
Attorney for Defendants Matyusheky, CODA & Varg
843-722-3400

This 15th day of December, 2011,



JOSEPH C. SUN, pro se
P. O. Box 2544
Bluffton, SC 29910
843-227-0963

2011 DEC 15 PM 2:48
U.S. DISTRICT COURT
SOUTH DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

**IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT
STATE OF SOUTH CAROLINA**

JOSEPH C. SUN,

Plaintiff,

v.

CIVIL ACTION

NO. 2011-CP-07-2546

**OLESYA MATYUSHEVSKY, CITIZENS)
OPPOSING DOMESTIC ABUSE,
CHRISTINE VARG and LILING SUN,**

Defendants.

AMENDED COMPLAINT

COMES NOW, PLAINTIFF JOSEPH SUN, and with leave of court and shows his amended complaint in replacement of his initial complaint as follows:

- (1) Defendant Olesya Matyushevsky is a resident of Beaufort County and an attorney employed at Defendant C.O.D.A., whose office is located at 655 Waight Street, Beaufort, SC 29901. Service of the process has been perfected on this defendant by delivering a copy of the summons and complaint to her personally at the aforesaid address.
- (2) Defendant Citizen Opposing Domestic Abuse (hereinafter CODA) is a corporation whose office is located at 655 Waight Street, Beaufort, SC 29901. Service of the process has been perfected on this defendant by delivering a copy of the summons and complaint to the Director Deborah Dubrowski personally at the aforesaid address.
- (3) Defendant Christine Varg is a resident of Beaufort County and an employee of CODA. Service of the process has been perfected on this defendant by delivering a copy of the summons and complaint to her at Defendant CODA located at 655 Waight Street, Beaufort, SC 29901.

(4) Defendant LiLing Sun (now LiLing Xie) is a resident of Beaufort County. Service of the process has been perfected on her by delivering a copy of the summons and complaint to her personally at her home located at Apartment A-7, Oakfield Apartments on Mossy Oaks Road, Beaufort, SC 29902.

(5) In January 1999, after introduction through an acquaintance in California, Plaintiff Joseph Sun went to Guangzhou, China and met LiLing Xie (Sun) for the first time. After about one week in China, Joseph and LiLing decided to be married. Joseph came back to the United States and applied for a fiancée visa for LiLing who received her visa and came to Atlanta, GA in April 1999. Joseph was living in Lawrenceville, GA just outside of Atlanta at the time. He was working in a family company called Sun-Pacific Enterprises, Inc. owned by his father SeChun Sun. His father was the owner of several pieces of real property in Georgia and South Carolina, and was having development projects on some of those properties. Joseph was given the job of coordinating several development projects and was employed as a contractor in the company.

(6) LiLing spoke little English after she came to U.S. to meet with Joseph. She had no money, no job, no income and no credit. Joseph helped her with everything: drove her to English classes several times a week, drove her to meet her friends, all personal matters, to U.S. Immigration Office periodically to report her visa status and taught her how to drive. Before they were married near the end of May 1999, Joseph and LiLing went to see an attorney and both agreed to sign a Prenuptial Agreement which was the condition and contract for the marriage. Joseph gave LiLing a copy of the Prenuptial and offered to fax it to her lawyer cousin in L.A. so he could advise LiLing. After consulting with her lawyer cousin on several lengthy telephone calls, LiLing signed the Prenuptial at the Gwinnett County Courthouse some time in April 1999.

LiLing and Joseph were soon married at the Beaufort County Courthouse in May 1999.

(7) After obtaining the marriage certificate, LiLing immediately applied for the Green Card at the U.S. Immigration which would give her the permanent residence in U.S. The application consisted of a financial statement. LiLing had no financial means, therefore, she asked Joseph and his father for help. LiLing pretended to be a loving wife and a good daughter in law as part of her scheme to use Joseph to obtain her citizenship and to obtain money and property from Joseph's parents. Joseph and his father were not aware of LiLing's fraudulent motive and pretense therefore agreed to help. In order for LiLing to look good on her application for permanent residence, LiLing was employed by Sun-Pacific Enterprises, Inc. as the secretary and was allowed to purchase the Knowles Island Plantation lot from the company with no down payment based on a ten year loan payment plan.

(8) The Knowles Island lot was deeded to LiLing Sun in about 2000 after her marriage with Plaintiff Joseph, and LiLing immediately signed another warranty deed on the Knowles Island lot back to Joseph's father, SeChun Sun as collateral. LiLing also signed a promissory note on the repayment of the Knowles Island lot. Because LiLing showed on the face she had some assets in U.S. and she was gainfully employed, her application for Permanent Residence was approved quickly by U.S. Immigration in 2000. The United States Department of State allowed the application of citizenship by an alien resident like LiLing after obtaining the Greencard for 3 years. Therefore, in 2003, LiLing filled out an application for U.S. Citizenship which was granted in about 2005. Joseph drove LiLing to Charleston for the Citizenship ceremony.

(9) Defendant LiLing never worked during the marriage until 2007. She secretly left home several times and for several days at a time to meet with her men friends. Plaintiff Joseph was

unaware of any extra-marital activity committed by LiLing. After the house at Bluffton Park was purchased by and recorded in the name of AhTsao Sun, Joe's mother in Canada who allowed Plaintiff Joseph and his family to move in with a Rental Agreement, LiLing moved back in with Joe at the Bluffton home in about November 2007 after she left for about 6 months.

FRAUD COMMITTED BY DEFENDANTS MATYUSHEVSKY AND LILING

(10) In 2008, Joe's mother AhTsao Sun in Canada signed a warranty deed naming Joseph Sun as Grantee and mailed it to Joseph in Bluffton. The deed was not filed immediately. LiLing began working at Beaufort Memorial Hospital in 2008. Because she was the only one who went to Beaufort to work everyday, she offered to take the deed to Beaufort for filing. In mid January 2009, Joseph went to Bluffton office of the Beaufort Assessor to apply for the 4% property tax on the house, but was told that the house was not in his name but in the name of LiLing Sun. Joseph went home and confronted LiLing who pretended to be a loving wife indicating there was no difference however the house was titled and that she would make payment to AhTsao Sun on the house. She further agreed to apply for the 4% tax, and in addition sign a warranty deed on the house back to Joe's mother Ah Tsao Sun as her collateral.

(11) Defendant LiLing pretended to be a loving wife so Plaintiff would be silent on her crime of forgery. Defendant LiLing's fraud led Plaintiff Joseph to believe and trust LiLing that her forgery was done harmless therefore left the Bluffton house in her name until her extra-marital affairs were exposed. During the same period in early 2009, LiLing's mother for about 3 months, was visiting Plaintiff's family from China. In January 2009, as part of her scheme to coverup her forgery of the warranty deed on the Bluffton house and her extra-marital affairs, LiLing invited Joseph and her mother, to a trip to Disney World in Florida. It was a pleasant vacation for

several days. But LiLing already secretly met Tony (real name Mark Walsh) and was involved in a sexual relationship for several months. Mark Walsh and LiLing was sending pornographic photos and love letters to each other by emails throughout 2009.

(12) After LiLing's mother left and returned to China in February 2009, in March 2009, LiLing rented an apartment in Beaufort at the Wilderness Too Apartments. She moved out of the Bluffton house and moved in her apartment with the minor daughter Abigail, but went to Defendants CODA using fabricated excuses of domestic abuse. Defendant Matyushevsky was a beginner lawyer at CODA who aided and abetted and coached LiLing, and together they devised a scheme of using perjury and fraud to obtain money and property from Plaintiff's family.

Defendant CODA condoned, supported and allowed all wrongful acts and fraud committed by Defendants LiLing and Matyushevsky after LiLing had shown no evidence of any abuse therefore was ineligible to use the service at CODA.

(13) In about April 2009, after Plaintiff's mother AhTsao Sun was informed of the divorce filed by Defendant LiLing who had failed to make any payments on the Bluffton house, the aforesaid collateral warranty deed signed by LiLing was filed at the Beaufort County Courthouse thereby transferring the title of Bluffton house back to the purchaser AhTsao Sun.

(14) Defendant Matyushevsky scheduled a temporary hearing on June 25, 2009 but did not perfect service of the notice of hearing until one day before the hearing on June 24, 2009 in violation of the Rules of Family Court. Plaintiff Joseph had no opportunity to find a lawyer therefore had to appear at the hearing alone. At the hearing, when Plaintiff Joseph asked for a continuance based on insufficient service of the notice of hearing, Defendant Matyushevsky presented a Certified Mail receipt of the divorce complaint served a month ago and claimed it as

proof of service of the notice of temporary hearing. Defendant Matyushevsky is guilty of depriving Plaintiff's right to due process of a temporary hearing by her fraud.

(15) Family Court Judge unaware of the fraudulent proof of service denied continuance, conducted the temporary hearing where Plaintiff Joseph was totally unprepared and had no counsel. Defendants LiLing and Matyushevsky then presented a copy of the warranty deed forged by Defendant LiLing as proof of ownership of the marital home, covering up the fact that the house was already titled in AhTsao Sun, Plaintiff's mother. As a result, Defendant LiLing was awarded temporary possession of the Bluffton house, a 2009 Toyota car and a diamond ring when Defendants knew that LiLing had no ownership or entitlement to any of that. Plaintiff was evicted and became homeless. The Family Court issued a Pendente Lite Order on June 25, 2009 which order was not correctable after Plaintiff obtained legal counsel.

(16) Plaintiff was the only lawful resident allowed to reside in the house by the owner. ~~Due to fraud committed as aforesaid, for a period of about 18 months, Plaintiff had to rent temporary residence at several locations.~~ Plaintiff is entitled to recover damages in the amount of \$20,000.00 from Defendants CODA, Matyushevsky and LiLing.

COVERUP OF ADULTERY AND PORNOGRAPHY COMMITTED BY LILING USING FALSE ARRESTS AND MALICIOUS PROSECUTION CAUSING DAMAGES AND INJURY TO PLAINTIFF

(17) Joseph and LiLing had access to each others' email passwords in 2009 and their email addresses were cross-referenced. Inadvertently, Plaintiff Joseph discovered numerous love letters and pornographic photos sent to each other between LiLing and her "boy friend" Mark Walsh, AKA "Tony An" at the time. Those pornographic photos and love letters were printed out and given to the Guardian Ad Litem in the divorce case. LiLing and Mark Walsh were meeting at the

meeting at the Beaufort apartment between August 17 and 20, 2009 where after they had sex, they called in minor daughter Abigail to join them in bed several times.

(18) During visitation on August 22, 2009, Abigail told Plaintiff Joseph regarding the indecent acts, Plaintiff made a recording of his conversation with daughter Abigail and again gave a copy to the Guardian Ad Litem who shared the CD recording with LiLing and Defendant

Matyushevsky. These defendants admitted the incidence in the apartment and devised a scheme of vengeance to injure Plaintiff and of deceit to defraud money from Plaintiff's mother by repeatedly making false accusations to the police and using perjury in court. Plaintiff was jailed numerous times in 2010 until the divorce case was settled between Defendant LiLing and Plaintiff's mother without Plaintiff's knowledge or consent.

(19) LiLing repeatedly lied to minor Abigail that the Caucasian Mark Walsh was her cousin therefore they could sleep together in bed, and that Abigail could join them. Plaintiff explained to Abigail that a Caucasian man could not be a cousin of her Chinese mother. Abigail was very depressed with the lies told by LiLing. LiLing severely chastised minor daughter Abigail for telling Plaintiff anything about her boy friend Mark Walsh, thereby causing depression of the young child. Defendant Matyushevsky then falsely and fraudulently prepared perjured affidavits for LiLing to sign and file at the Family Court accusing Plaintiff of "psychologically abuse".

(20) Record shows that all bad acts committed by LiLing and Matyushevsky were not, and could not be, presented or adjudicated in the Family Court because these defendants obstructed justice by employing a scheme of fraud to use lies and fabrications to have Plaintiff Sun, the witness to their crime and fraud, be repeatedly arrested and charged and put in jail to coverup, while at the same time, they repeatedly harassed and pressured Plaintiff's 90 year old mother for

money. When Plaintiff was released from jail in September 2010 and appeared at the final hearing where Final Divorce was granted, there was already a settlement between Defendant LiLing and Plaintiff's 90 year old mother. Plaintiff was completely blind-folded from their "settlement" and had not agreed to any of it.

(21) Defendants Matyushevsky, Varg and LiLing through the guise of Defendant CODA, fabricated lies of harassment, unlawful phone calls, stalking, possession of burglary tools and burglary without any evidence or witness against Plaintiff Joseph except their lies. Defendants used false accusations to have Plaintiff arrested and put in jail repeatedly from March 2010 until September 2010, just so they could accomplish their fraudulent and criminal schemes.

(22) During the period when Plaintiff was incarcerated, all the Defendants individually and/or collectively, made phone calls and/or employed other persons to write letters to Plaintiff's mother AhTsao Sun and other family members demanding \$200,000.00 as settlement. AhTsao Sun was 90 years old in poor health and could not speak English, became shocked and depressed, thereby slipped and fell, injured her head and went into a coma. After several weeks, Plaintiff's mother in her improved condition, without knowing anything regarding the defendants false claims, agreed to give the defendants \$75,000.00 as a "settlement" in exchange for the defendants to stop harassing her.

(23) During the six month in jail, Plaintiff had little contacts with his mother or other relatives. Plaintiff could not expose the truth and did not sign in the divorce settlement with the defendants because he knew the defendants criminal and fraudulent scheme against him and his mother, but he could not explain to or help his mother in Canada from jail. Plaintiff was incarcerated unjustly and suffered depression and mental pain. Defendant LiLing's adultery and pornography

should be exposed and proven, and would have caused her to lose custody and any award of property and money apportionment. By the joint effort of crime and fraud, these defendants succeeded in covering up their aforesaid bad acts and succeeded their defraud of money and property from Plaintiff and his mother.

(24) Some of the aforesaid fabricated charges against Plaintiff have already been dismissed. Plaintiff expects to be acquitted of all remaining charges because he knows the truth of his innocence and Defendants' false accusation and fraud. Therefore, this cause of action will be supplemented pursuant to SCRCP Rule 15(d). Plaintiff is entitled to recover damages and personal injury in the amount of \$50,000.00 from the defendants jointly and severally.

LIBEL AND SLANDER

(25) During 2010 when Defendants Matyushevsky, through the authority and consent of CODA, was trying to defraud money from AhTsao Sun, committed libel and slander against Plaintiff. Matyushevsky wrote and sent numerous letters to and verbally told several attorneys, bank officers and law enforcement false and degrading comments that Plaintiff was a criminal involving in criminal activity of the charges fabricated by her and her client LiLing Sun.

(26) Defendants LiLing, Matyushevsky and CODA made false and malicious slander and libel against Plaintiff as their calculated effort to injure Plaintiff Joseph and to facilitate their extortion against AhTsao Sun who was extremely worried about the false charges lodged against Plaintiff Joseph. Their calculated scheme was by defaming Plaintiff who knew their crime and fraud, they could cover up their bad acts while no one would believe the truthful complaint of Plaintiff against their crime and fraud when Plaintiff was wrongfully put in jail.

(27) Plaintiff is entitled to recover injury and damages in an amount of \$50,000.00 from

Defendants LiLing, Matyushevsky and CODA jointly and severally.

BREAK IN OF PLAINTIFF'S HOME AND BURGLARY OF PLAINTIFF'S PROPERTY

(28) Some time in early August 2010, when Plaintiff was still incarcerated as result of Defendants' lies and fabrication, Defendants LiLing, Matyuchevsky, Varg and CODA conspired in and committed the break-in of Plaintiff's temporary home at Knowles Island Plantation in Ridgeland, destroyed Plaintiff's Sentry Safe and large key box, then stole the entire contents inside the safe and key box. These defendants accomplished the break-in using sledge hammer, crow bar, electric grinder and numerous tools found at Plaintiff's residence. In addition, these defendants stole large quantity of keys for vehicles and machines, valuable papers and files including the original Prenuptial Agreement, financial statements, titles and check books on accounts of Plaintiff and his mother Ahtsao Sun.

(29) Defendant LiLing with the advice of Defendants Matyushevsky and Varg burglarized Plaintiff's home at Knowles Island several times again after the divorce decree was issued, at least once in 2011 accompanied by Plaintiff's minor daughter Abigail. Some of the stolen items are stored at Defendant CODA office in Beaufort, SC. Defendant Matyushevsky presented a stolen car title on the 2009 Toyota Corolla to Plaintiff's divorce counsel Ken Tootle and demanded the transfer of title to her client.

(30) Plaintiff is entitled to recover all his personal and business papers and files, check books, car and boat titles, original warranty deeds and numerous legal papers and valuables inside the safe and all the keys inside the key box, and the replacement of the Sentry Safe and the key box. All defendants are required to reimburse Plaintiff for the repair and replacement of lost tools and equipments and damages to the house caused by the break in. Plaintiff is entitled to recover an

amount of \$50,000.00 from the defendants jointly and severally.

THEFT OF PLAINTIFF'S PROPERTY IN THE BLUFFTON HOUSE

(31) Several months after the divorce was granted, Defendant LiLing rented a large trailer and moved out of the Bluffton home on December 5, 2010 with large quantity of valuable property belonging to Plaintiff Joseph. With help and advice from Defendants Matyushevsky and Varg, Defendant removed the hard drive from Plaintiff's computer in his office at home, in their scheme and effort to destroy documentary evidence and find financial data to their advantage. Some of those property was hidden at Defendant CODA by Defendants Varg and Matyushevsky. Plaintiff suffered property and financial losses. Defendant LiLing has no right to any property in the Bluffton House which property all belonged to Plaintiff and his mother. Defendant LiLing's action was a breach of the Prenuptial Agreement between the parties.

(32) As part of their vendetta and harassment against Plaintiff for exposing her adultery and involvement in pornography, after the divorce was granted by the Family Court, Defendant LiLing caused substantial damages, filth and put trash in the Bluffton house prior to moving out of the house which Defendants obtained possession by fraud in the divorce case. Plaintiff is entitled to have all his property returned to him or recover damages in the amount of \$30,000.00 from the defendants jointly and severally.

BREECH OF THE PRENUPTIAL AGREEMENT

(33) All the defendants conspired to and/or committed numerous wrongful acts with third parties to employ crime and fraud as aforesaid in previous paragraphs to cover up the provisions in the PreNuptial Agreement between Joseph and LiLing Sun. After several break-ins and burglary, the defendant successfully stole the original PreNuptial Agreement from Plaintiff's

home. Then the defendants used false and fabricated accusations against Plaintiff Joseph causing Plaintiff to be incarcerated extensive period in 2010. The PreNuptial Agreement could not be presented or considered by the Family Court even though a copy was presented at the temporary hearing on June 25, 2009.

(34) Plaintiff suffered damages and injury caused by all the defendants wrongful acts in covering up the existence of the PreNuptial Agreement. In addition, Plaintiff had to borrow repeatedly large amount of money to pay attorneys and legal expenses including posting a \$300,000.00 bond. Plaintiff is entitled to recover the amount of \$100,000.00 from the defendants jointly and severally.

PUNITIVE DAMAGES

(35) All the defendants conspired to commit and/or had committed numerous outrageous, malicious, criminal and fraudulent acts causing Plaintiff property and monetary damages and injury to his person and reputation. Plaintiff's 90 year old mother never recovered from the injury she suffered caused by the defendants repeated harassment and pressure for money. Plaintiff's mother died at the end of September 2011 and all the defendants malicious acts have contributed to her death. Plaintiff suffered permanent loss of consortium of his mother due to all the defendants' wrongful acts. Plaintiff Joseph Sun is entitled to recover punitive damages of \$1,000,000.00 from the defendants jointly and severally to punish the defendants and to deter them from further such wrong doings.

Wherefore, Plaintiff Joseph Sun prays the court to award him:

- (1) A trial by jury in this case.
- (2) An amount of \$20,000.00 jointly and severally from Defendants Matyushevsky, CODA

and LiLing as alleged in Paragraph 16.

(3) An amount of \$50,000.00 jointly and severally from all the defendants as alleged in Paragraph 24.

(4) An amount of \$50,000.00 jointly and severally from Defendants Matyushevsky and CODA for committed libel and slander against Plaintiff as alleged in Paragraph 27.

(5) An amount of \$50,000.00 jointly and severally from all the defendants for their conspiracy of and break-in and burglary of Plaintiff's temporary home at Knowles Island Plantation as alleged in Paragraph 30.

(6) An amount up to \$30,000.00 jointly and severally from all the defendants for their conspiracy of and break-in and theft of Plaintiff's property and trashing at the Bluffton home as alleged in Paragraph 32.

(7) An amount of \$100,000.00 jointly and severally from all the defendants for their conspired and concerted acts of coverup the existence and breech of the PreNuptial Agreement causing Plaintiff monetary damages in attorney and legal fees and expenses as alleged in Paragraph 34.

(8) Punitive damages in an amount of \$1,000,000.00 or an amount according to justice and fairness, jointly and severally from all the defendants to punish them and deter them from further such wrong doing as alleged in Paragraph 35.

(9) The return of all property taken and/or stolen from the knowles Island and Bluffton Homes by any and all defendants as alleged in the foregoing complaint.

(10) All attorneys fees and legal expenses in prosecuting this case. (It is Plaintiff's desire and plan to seek legal representation as soon as possible.)

(11) Any other relief which the court may deem just and proper.

Respectfully submitted,

This 14th day of December, 2011.



JOSEPH C. SUN, pro se
P. O. Box 2544
Bluffton, SC 29910
843-227-0963

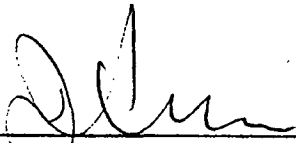
CERTIFICATE OF SERVICE

I certify that I have this date served all the Defendants a copy of Plaintiff's motion to amend and supplement and the Amended Complaint by depositing a copy of same in the United States Mail, postage prepaid to the following addresses:

J. Sam Scoville, Esq.
P. O. Drawer 1107
Beaufort, SC 29901-1107
Attorney for Respondent
843-524-3109

Charles J. Baker III, Esq.
P. O. Box 999
Charleston, SC 29402-0999
Attorney for Defendants Matyusheky, CODA & Varg
843-722-3400

This 15th day of December, 2011,



JOSEPH C. SUN, pro se
P. O. Box 2544
Bluffton, SC 29910
843-227-0963

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) CASE NO. 11-CP-07-2546

Joseph Sun,

Plaintiff,

v.

Olesya Matyushevsky, Citizens Opposed to
Domestic Abuse, Christine Varg and
Liling Sun,

Defendants.

ANSWER TO AMENDED COMPLAINT

Defendants Olesya Matyushevsky ("Matyushevsky"), Citizens Opposed to Domestic Abuse ("CODA") (incorrectly identified in the Complaint as Citizens Opposing Domestic Abuse), and Christine Varg ("Varg"), answering the Amended Complaint of the Plaintiff filed March 26, 2012, allege and say that:

FIRST DEFENSE

Matyushevsky, CODA and Varg deny all allegations not hereinafter specifically admitted and further incorporate all paragraphs of their Answer filed July 19, 2011, as may be applicable hereto. As to the correspondingly numbered paragraphs of the Amended Complaint, Matyushevsky, CODA and Varg respond as follows:

27. Matyushevsky, CODA and Varg deny the allegations of Paragraph 27 relating to their actions. They lack knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 27 and therefore deny the same.

28. Matyushevsky, CODA and Varg admit so much of Paragraph 28 as alleges that Matyushevsky presented to Plaintiff's divorce attorney the title to the 2009 Toyota Corolla car,

which was obtained from Liling Sun, so that it could be placed in the name of Liling Sun in accordance with the order of the Family Court. They further admit that a box of papers obtained from Liling Sun were kept in the CODA office for some period of time but deny that any such materials are still located there as Liling Sun removed them around the time of the final divorce decree. Matyushevsky, CODA and Varg deny all other allegations of Paragraph 28 relating to their actions. They lack knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 28 and therefore deny the same.

SECOND DEFENSE

The Court lacks subject matter jurisdiction of matters that were litigated in the Family Court for Beaufort County.

THIRD DEFENSE

Plaintiff's claims are barred by the doctrines of collateral estoppel and/or res judicata.

FOURTH DEFENSE

Plaintiff has failed to mitigate his damages as required by law.

FIFTH DEFENSE

Plaintiff's claims are barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's claims are barred by the doctrine of estoppel.

SEVENTH DEFENSE

Plaintiff's claims are barred by the doctrine of judicial estoppel.

EIGHTH DEFENSE

Plaintiff's claims are barred by the doctrine of settlement and release.

NINTH DEFENSE

The Complaint fails to state facts sufficient to constitute a cause of action.

TENTH DEFENSE

Plaintiff's claims may be barred by applicable statutes of limitations.

ELEVENTH DEFENSE

Any alleged defamatory statements were true or substantially true.

TWELFTH DEFENSE

Any alleged defamatory statements were subject to an absolute or qualified privilege.

THIRTEENTH DEFENSE

Matyushevsky, CODA and Varg are immune from liability to third persons arising out of the performance of legal services for their client.

FOURTEENTH DEFENSE

Plaintiff is barred from recovering punitive damages by operation of S.C. Code §33-56-180.

FIFTEENTH DEFENSE

The amount of Plaintiff's recovery of actual damages may not exceed the limitation on liability contained in the South Carolina Tort Claims Act by operation of S.C. Code §33-56-180.

SIXTEENTH DEFENSE

Plaintiff may not recover from Matyushevsky or Varg unless their conduct was reckless, willful or grossly negligent by operation of S.C. Code §33-56-180.

SEVENTEENTH DEFENSE

Plaintiff's Amended Complaint does not comply with the Court's ruling.

RESERVATION AND NON-WAIVER

Matyushevsky, CODA and Varg reserve and do not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, having fully answered the Amended Complaint, Defendants Olesya Matyushevsky, CODA and Christine Varg pray that the same be dismissed with costs, including reasonable attorneys' fees, and for such other and further relief as the Court may deem just and proper.

WOMBLE CARLYLE SANDRIDGE & RICE, LLP



Charles J. Baker III (S.C. Bar No. 486)
5 Exchange Street
Post Office Box 999
Charleston, SC 29402-0999
Telephone: (843) 722-3400
cbaker@wcsr.com

- and -

CARLOCK COPELAND & STAIR, LLP

Jackson H. Daniel III (S.C. Bar No. 70308)
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401-3531
jdaniel@carlockcopeland.com

*Attorneys for Defendants Olesya Matyushevsky,
Citizens Opposed to Domestic Abuse and Christine Varg*

CHARLESTON, SC
April 10, 2012

PRENUPTIAL AGREEMENT

This Prenuptial Agreement is made this 26th day of April, 1999, between Joseph Chakyang Son (hereinafter referred to as "the first party") and LiLing Xie (hereinafter referred to as "the second party");

WITNESSETH

WHEREAS, the parties hereto intend to be married on May 14, 1999; and,

WHEREAS, the first party and the second party both have no or negligible net worth; and,

WHEREAS, the first party is expecting to inherit certain property and money from several relatives; and,

WHEREAS, each of the parties understands that the statutory rights and obligations conferred by law upon each in the property and estate of the other by virtue of their marriage may change any such time as the parties change their domicile; and,

WHEREAS, the parties, to promote marital tranquility, desire to fix, limit and determine by this Agreement the interests, rights and claims that may accrue to each of them in certain property as specified herein and estate of the other by reason of their marriage, or in the event of marriage difficulties herein referred to, or in the event of death, and to accept the provisions of this Agreement in the areas specified herein only in lieu and in discharge, settlement and satisfaction of any and all interests, rights and claims that otherwise each party might or could have under the law in areas specified herein, in and to the property and estate of the other, both before and after the death of the other; and,

WHEREAS, nothing in this Agreement shall be construed to impose any legal obligation upon either party to support the children of the other party; and,

WHEREAS, this Agreement is entered into in consideration of the marriage of the parties, and its effectiveness is expressly conditioned on such marriage between the parties actually taking place; and if, for any reason, the marriage is not consummated, this Agreement shall be of no force or effect

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1.

[1] This Agreement was drawn by both parties based upon a legal form obtained from legal reference recommended by attorneys. [2] The second party acknowledges that she has been advised and urged by the first party to have an attorney of her choosing to review this Agreement and independently counsel her as to her rights and the legal effects of this Agreement. [3] The second party further acknowledges that she has had full opportunity to read and review this Agreement and has signed it freely and voluntarily.

2.

[4] Each party represents and warrants to the other that each is aware of the effect of this Agreement; and they understand the consequences of this Agreement; [5] that they have fully disclosed to each other all pertinent information concerning their assets, income, liabilities and financial status; [6] and that each party is aware of the other party's assets, income, liabilities and financial status, including the nature, composition and worth of all assets, location of all assets, any claim against any assets and the nature and amount of all liabilities; and that it is understood that the figures and amounts are approximately correct.

3.

Each party agrees that any and all liabilities, indebtedness, encumbrances, liens, debts and obligations in his or her name, guaranteed by him or her, or assessed against any property for which he or she is otherwise liable (whether personal or contingent) are his or her sole, independent and separate liabilities and obligations and they shall individually, independently and separately pay, resolve or satisfy same.

4.

Each party agrees that any monies and/or properties received by the parties individually through gift or inheritance during their marriage, shall be considered premarital property of said party and the other party shall not make any claim to it. Earned income of each party in any form, and all household goods, furniture and automobiles acquired after the date of this agreement shall not be considered premarital property, except items acquired with premarital funds.

5.

(A) For the purpose of this agreement, a "termination of the marriage" shall be deemed to have occurred upon:

(1) On the date that the parties separate or cease cohabitation incident to the subsequent institution or a judicial action concluding with the grant of a divorce; or,

(2) On the date that the parties separate or cease cohabitation incident to the subsequent institution of a petition for separate maintenance or similar action concluding with the entry of a judgment or agreement providing for separate maintenance or similar relief.

(B) In the event the parties reconcile or resume cohabitation before the entry of a divorce

decree or a decree of separate maintenance, then the marriage shall not be deemed to have terminated.

(C) This agreement shall be revived and considered continuing, by the remarriage between the two same parties, or their reconciliation or resumption of cohabitation after the entry of the decree of separate maintenance or a decree of divorce.

6.

In the event that the marriage terminates, each party shall be entitled to retain, free and clear of any right, title, claim or interest of the other party, that person's premarital property.

7.

It is each party's intention that, should the marriage terminate by divorce or judgment of separation or separation agreement, each party shall rely solely upon his or her own rights and obligations as to maintenance, necessities, and support. No alimony of any kind will be allowed.

With respect to liabilities in the event of a termination of the marriage, each party shall be liable for any debts or obligations incurred by that party for their separate benefit. With respect to unsecured, mutually beneficial liabilities, each party shall be liable therefore in the same ratio as their individual incomes and financial contributions to the marriage bears to the total taxable income over the course of the marriage.

Each party is not required to use premarital assets or gift or inheritance each received during the marriage, for the purpose of acquiring, improving, adding to or enhancing joint assets.

8.

It is the intent of the parties that this Agreement concern only premarital property as defined above, and property individually received through gift or inheritance during their marriage, and the

disposition of these property upon death or dissolution of the marriage, and the division of assets and liabilities as specifically noted herein.

9.

This agreement contains the entire agreement of the parties with respect to the matters set forth above. The parties acknowledge that there are no representations, warranties, promises nor undertakings of any kind or nature which have been made to induce either party into making this Agreement except as expressly set forth in this Agreement; and neither of the parties shall assert there is any other Agreement, oral or written, existing between them. No oral statement or prior written matter outside this Agreement shall have any force or effect.

This Agreement shall not be subject to amendment, modification, discharge or termination except in writing signed by both parties with the same formalities required for the execution of this original Agreement.

10.

If any portion of this Agreement shall be held invalid or unlawful by any court of competent jurisdiction the remainder of this Agreement shall nevertheless remain valid and enforceable according to its terms. The parties agree to do all acts and execute all additional documents reasonably necessary to effectuate the intent of the parties as set forth in this Agreement.

11.

The parties hereby agree that neither party will contest the other party's Last Will and Testament with respect to the other party's premarital property.

12.

This Agreement shall be binding upon the heirs, assigns executors and administrators of

each of the parties

13.

This Agreement shall be deemed enforceable in any state where the parties reside at the time the marriage terminates, including community property states, and shall be enforceable therein according to the terms of this Agreement.

14.

This Agreement shall be construed in accordance with the laws of the states of Georgia, without giving effect to the choice of law provisions thereof. Both parties acknowledge that in any action or proceedings in any jurisdiction before any tribunal or arbitrator where this Agreement, its enforceability, its lawfulness, the obligations and rights thereunder, the terms and conditions thereof, or the meaning thereof, are at issue or being considered or contested, they will request the Court, arbitrator, or other tribunal to apply only the internal law of the State of Georgia and not to apply the choice of law provisions thereof nor any concept of "false conflicts."

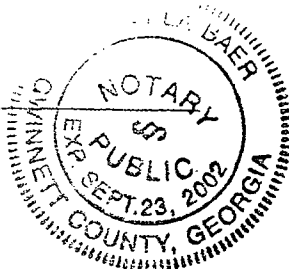
This 27th day of April, 1999.

Joseph C. Sun
JOSEPH C. SUN

Liling Xie
LILING XIE

Rene Schaefer
Witness

Paula Bae
Notary Public



Jasper County Sheriff's Office

Summary

Print Date/Time: 09/24/2010 14:43
Login ID: JJENKINS
Case Number: 2010-00002199

Jasper County Sheriff's Office
ORI Number: SC0270000

Case

Case Number: 2010-00002199
Location: 43 BROADVIEW DR
Ridgeland, SC 29936
Reporting Officer ID: 579048 - Mayers

Incident Type: Burglary
Occurred From: 09/18/2010 07:36
Occurred Thru: 09/18/2010 07:36
Disposition:
Disposition Date:
Reported Date: 09/18/2010 07:36 Saturday

Offenses

No. Group/ORI	Crime Code	Statute	Description	Counts
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Subjects

Type	No. Name	Address	Phone	Race	Sex	DOB/Age
Suspect (S)	1 unknown	UNKNOWN		Unknown	Unknown	
Victim (V)	1 Suns, Joseph	43 BROADVIEW DR Ridgeland, SC 29936	(843)227-0963	Asian/Pacific Islander	Male	11/16/1946 63

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
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Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
09/18/2010	Stolen/Etc. (7)	Other-Property (77)			Personal Documents		

Vehicles

No. Role	Vehicle Type	Year Make	Model	Color	License Plate	State
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Narrative
Burglary
16-11-312

Synopsis: On September 18, 2010 Deputy Mayers responded to 43 Broad View Dr. in the county of Jasper in reference to a burglary.

Interview of Victim. Joseph Sun: Mr. Sun states that he came in on last night after being away from the residence for two months. Mr. Sun says that when he came to the house he noticed that someone had been in the house and he believes it may have been his wife. Mr. Sun states he has since touch the tools used to gain entry into the house and also secured the bolt cutters back outside the home. Mr. Sun states he believe it is his wife and an accomplice may have done this because nothing of any of value was stolen other than item that were of value to her. Mr. Sun states that he and his wife are going through a divorce and he knows that the documents he once had are the same documents that his estrange wife would need as well to give to her lawyer. Mr. Sun states he was sure everything was in the safe and in a file cabinet. Mr. Sun states that his safe was broken into to obtain those items. Mr. Sun did say that there are numerous tool of great value through this house that is still under construction, but none of those items have been disturbed. Mr. Sun states the house is now in his mother's name and he has power of attorney

Jasper County Sheriff's Office

Summary

Print Date/Time: 09/24/2010 14:43
Login ID: JJENKINS
Case Number: 2010-00002199

Jasper County Sheriff's Office
ORI Number: SC0270000

Suspect interview/ unknown at this time

Person of Interest: LiLing Sun: (843) 441-7575 : Mrs. Sun states that she just got off from working and she knows nothing about the documents and other items that were taken, but she will have her Lawyer call with questions.

Damage Property:

(1) Safe- 100.00

Stolen Items:

- (1) Keys - access to all homes and vehicles
- (2) Two Deeds to the houses (Rigdeland and Bluffton)
- (3) Two Car Titles both to Toyota Corolla (one of which is registered in Mr. Sun's mother's name)
Vin: 1NXBU4EE8AZ321301
- (4) Family Trust
- (5) Credit Card statements
- (6) - Check Books
- (7) \$1, 500.00 - Cash
- (8) Jewelry - \$2,000.00- Misc
- (9) Three gold Necklaces -100.00 each
- (10) Diamond Ring- \$1,000.00
- (11) Four Gold Coins and One Silver Coin -\$5,000.00
- (12) at least 10 Saving bonds unknown values that have been keep for a minimum of 50 yrs.

Officer Action : I Deputy Mayers spoke with a very emotional Mr. and Mrs. Sun in reference to this case Mr. Sun says he knows Mrs. Sun took or knows who took the items. and Mrs. Sun was unsure why her husband would even suspect her of taking the items. Mrs. Sun did however states that she does feel as though the house and items in the house are just as much hers as they are her husband. Mrs. Sun did state that she or her Lawyer will be either calling or coming in to make a statement. A case number was issued to both parties and both parties were instructed to make contact with there lawyers. I also explained to Mr. Sun no fingerprints would be obtained due to the fact that he has disturbed all the evidence. Mr. Sun states that he didn't understand that concept and his finger prints should be on the item in addition to his wife's. I have spoke to Mr. Sun numerous times , because he states he can not speak to his "distance" attorney on the weekends.

Supplement

Supplement : ON September 18, 2010 I Deputy Mayers spoke with Christina " Chris" Varg who is the representative of Mrs. LiLing Sun. Mrs. Varg was calling to confirm her client Mrs. Sun does have all of the documentation in question. A case number was also issued and Mrs. Varg was told to call if she has any other problems. Mrs. Varg did not specify how the documents were obtain only stating that the house was marital property .

Supplement 2

I Deputy Mayers spoke with Mr. Sun who states he can assure me that the house is not marital property and he wants his wife to be arrested for burglary , because he was arrested on marital property while in Bluffton, I Deputy Mayers explained to Mr. Sun's I am not aware of the specifics of that case in Bluffton and I believe that it would be best that he make contact with his Lawyer. Mr. Sun states he was not happy with my training and I had no idea what I was talking about. Mr. Sun states he then wanted me to investigate because he feels as though I am decimating because he is of Asian decent. I then apologized to Mr. Sun for him feeling that way and encouraged that he get in touch with my supervisor about this case as well.

Jasper County Sheriff's Office

Summary

Print Date/Time: 09/22/2010 15:02
Login ID: jjenkins
Case Number: 2010-00002199

Jasper County Sheriff's Office
ORI Number: SC0270000

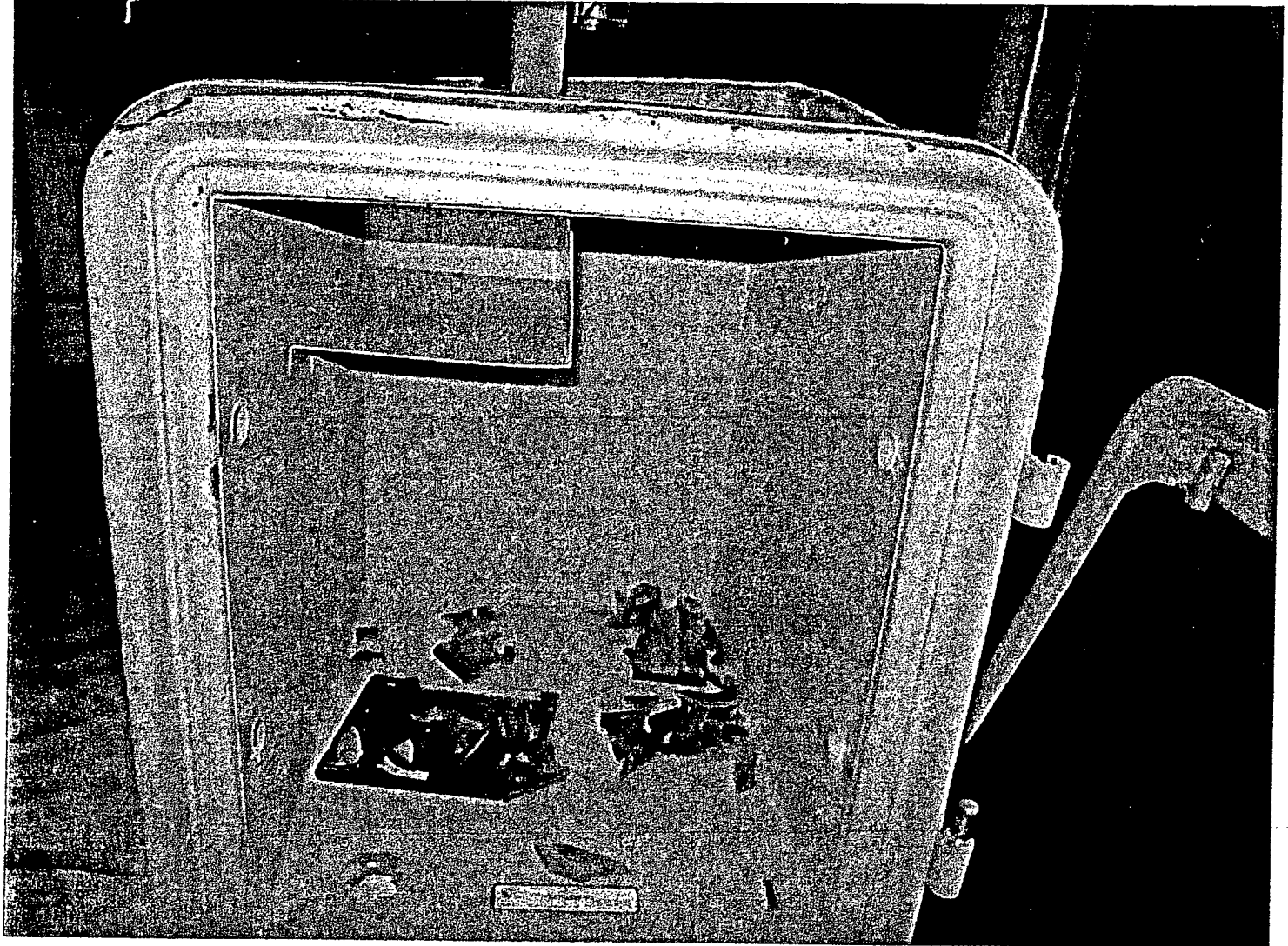


Jasper County Sheriff's Office

Summary

Print Date/Time: 09/22/2010 15:02
Login ID: jjenkins
Case Number: 2010-00002199

Jasper County Sheriff's Office
ORI Number: SC0270000



Routing:

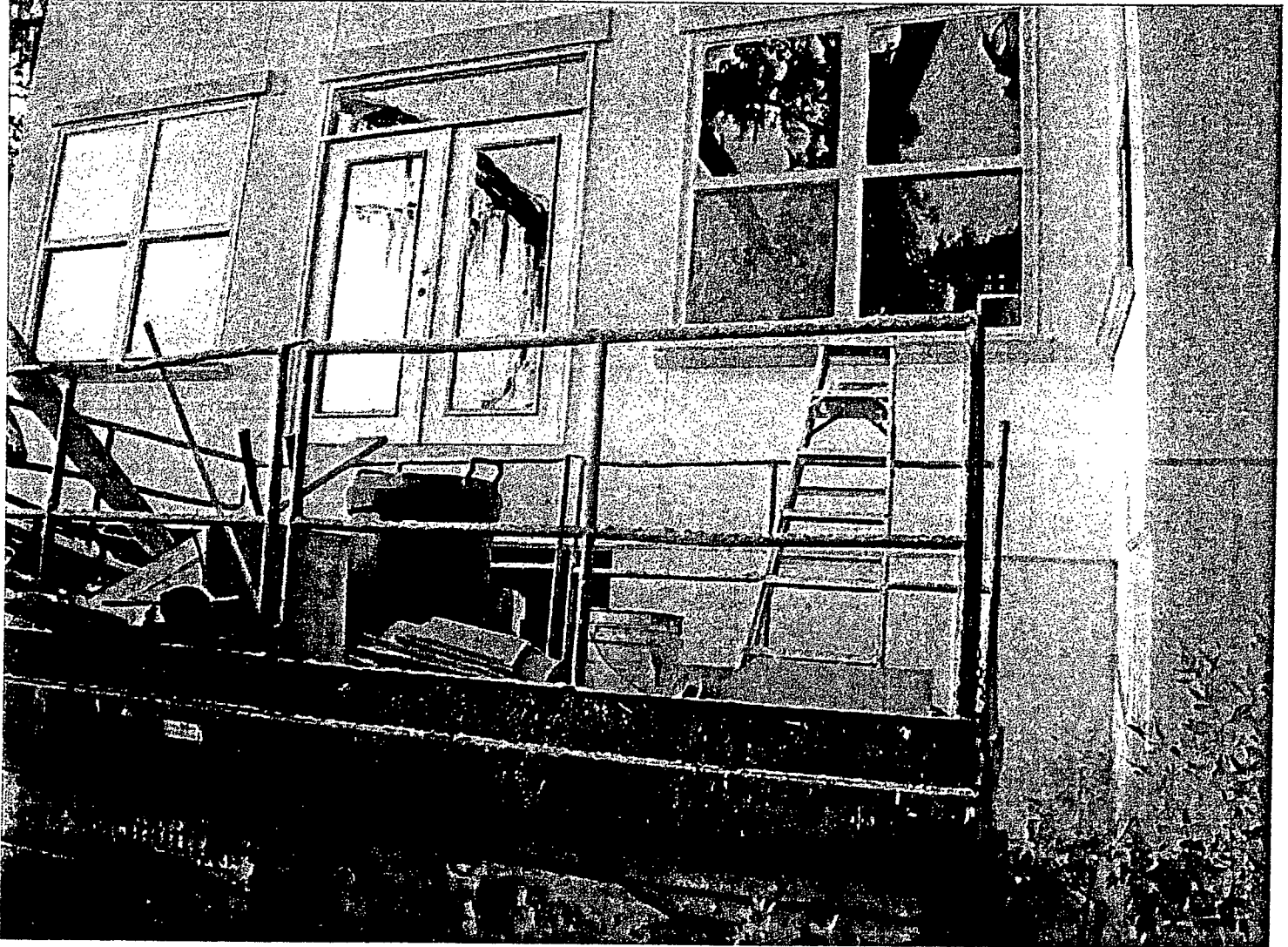
- ☐ Chief
- ☐ Sheriff
- ☐ File

Jasper County Sheriff's Office

Summary

Print Date/Time: 09/22/2010 15:02
Login ID: jjenkins
Case Number: 2010-00002199

Jasper County Sheriff's Office
ORI Number: SC0270000



Jasper County Sheriff's Office

Summary

Print Date/Time: 09/22/2010 15:02
Login ID: jjenkins
Case Number: 2010-00002199

Jasper County Sheriff's Office
ORI Number: SC0270000



ITEMS TAKEN FROM KNOWLES ISLAND PLANTATION HOME UNDER CONSTRUCTION (committed twice between mid September 2010 and December 2010)

(1) Sometime in September when Joseph Sun was incarcerated at the Beaufort County Detention Center caused by what Joseph claimed to be false and fabricated charges made by LiLing and her lawyer Matyuchevsky, LiLing, her legal assistant Christine Varg and her accomplice used forced entry through a back window, broke in the house located at Knowles Island Plantation owned by the Sun's family. After he was released from jail, Joseph Sun discovered the break in and burglary on September 18, 2010 and called 911. Jasper County Deputy Michelle Mayers came and made a report. (See Jasper County Report attached.)

(2) A full size Sentry Safe was destroyed by aforesaid LiLing, Christine Varg and their accomplice. A sledge hammer, crow bar, wrenches, chisels and electric grinder belonging to Joseph at the Knowles Island home were seen near the broken safe. (See attached photos.) Joseph did not leave those tools there. All the contents inside the aforesaid safe was taken by Plaintiff LiLing Sun and Christine Varg. Some of those items are:

a/ The original Prenuptial Agreement between LiLing and Joseph Sun.

b/ Bank statements, check books and record of bank accounts in the name of Sun's Family Trust at Regions Bank, Carolina First, TD Canada Trust and South Carolina Bank and Trust.

c/ Passports of Joseph Sun and Abigail Sun.

d/ Original warranty deeds of all real property at Bluffton subdivision, Knowles Island, Daufuski Island and 19 E. Industrial Park, Ridgeland and other locations.

e/ Original titles to several cars and truck (2009 Toyota Corolla and 2010 Toyota Corolla, 1999 Ford Ranger), a 2001 Scout boat and construction machines.

f/ About 50 US Savings bond (\$50 each) which Joseph Sun bought when he was working at ATT before 1987.

g/ 3 gold chains and 1 pair gold ear rings - \$200.

h/ Several folders of personal and private papers of Joseph Sun's ex-wife.

(3) A large key box (about 3"X12"X18") full of keys (over 100 keys) on cars, boats, trucks and construction machines and locks for storage.

(4) Legal files, personal and financial papers in file cabinet and boxes. (About 1,000 pages.)

(5) 5 gold coins (\$1,000 each) and 3 silver coins (\$200 each) given by Joe's father when he was alive. A gold watch (Omega) given by Joe's parents.

(6) \$600 in cash.

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) CASE NO. 2011-CP-07-2546

Joseph Sun,

Plaintiff,

v.

Olesya Matyushevsky, Citizens Opposed to
Domestic Abuse, Christine Varg and
Liling Sun,

Defendants.

**NOTICE AND MOTION FOR SUMMARY
JUDGMENT OF CHRISTINE VARG**

PLEASE TAKE NOTICE that Defendant Christine Varg ("Varg"), by her undersigned counsel, will move before the Presiding Judge, Fourteenth Judicial Circuit, Beaufort, South Carolina, at such place and time as the Court may appoint, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, for an order granting her summary judgment on the grounds that there is no genuine issue of material fact and she is entitled to judgment as a matter of law.

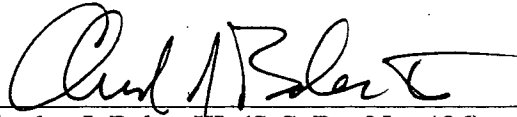
The prior order of this Court filed April 6, 2012, dismissed all claims against Olesya Matyushevsky ("Matyushevsky") and Citizens Opposed to Domestic Abuse ("CODA") as well as all claims against Varg except one claim related to her alleged participation in a break-in of a house located at 43 Broad View Drive, Knowles Island Plantation, Ridgeland, South Carolina. The Court allowed Plaintiff leave to file an amended complaint against Varg only and involving this claim only. In filing his Amended Complaint, Plaintiff disregarded the Court's order and included allegations against Matyushevsky and CODA too. This motion does not address Matyushevsky and CODA since they have already been dismissed. Varg is entitled to summary judgment because it is undisputed that she did not participate in the alleged break-in.

This motion is based on the pleadings, the Affidavit of Liling Sun, the Affidavit of

Christine Varg, and such memoranda as may be presented to the Court.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

WOMBLE CARLYLE SANDRIDGE & RICE, LLP



Charles J. Baker III (S.C. Bar No. 486)

5 Exchange Street

Post Office Box 999

Charleston, SC 29402-0999

Telephone: (843) 722-3400

cbaker@wcsr.com

- and -

CARLOCK COPELAND & STAIR, LLP

Jackson H. Daniel III (S.C. Bar No. 70308)

40 Calhoun Street, Suite 400

Charleston, South Carolina 29401-3531

jdaniel@carlockcopeland.com

*Attorneys for Defendants Oleysa Matyushevsky,
Citizens Opposed to Domestic Abuse and Christine Varg*

CHARLESTON, SC

June 7, 2012

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) CASE NO. 2011-CP-07-2546

Joseph Sun,

Plaintiff,

v.

Olesya Matyushevsky, Citizens Opposed to
Domestic Abuse, Christine Varg and
Liling Sun,

Defendants.

AFFIDAVIT OF LILING SUN

Personally appeared before me, Liling Sun, who, being duly sworn, deposes and says that:

1. I am a resident of the State of South Carolina and am over the age of 21. I give this affidavit freely and voluntarily.

2. I was formerly married to Joseph Sun, the Plaintiff in this action. I began proceedings on April 21, 2009, Case No. 2009-DR-07-628, which led to a final Decree of Divorce dated October 13, 2010.

3. During the divorce proceedings, I claimed an interest in certain properties, including two houses where Joseph and I had lived at various times during the marriage located at 18 6th Avenue, Bluffton, South Carolina, and at 43 Broad View Drive, Knowles Island Plantation, Ridgeland, South Carolina.

4. Joseph's mother, Ah Tsao Sun, became a party to the divorce proceedings because she claimed she owned both properties and they were not marital property. As part of the settlement of all marital property issues approved by the family court in the Decree of Divorce, Mrs. Sun paid me \$75,000 and I executed quit-claim deeds to both properties.

5. On or about September 16, 2010, before signing the property settlement agreement, I went to the Knowles Island house and removed some of my personal items, including various papers.

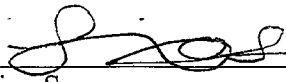
6. Christine Varg is an employee of Citizens Opposed to Domestic Abuse ("CODA"), whose help I had sought as a victim of domestic violence. Ms. Varg assisted my attorney Olesya Matyushevsky, also a CODA employee, during my divorce proceedings. Ms. Varg and Ms. Matyushevsky did not go with me to the Knowles Island house and were not present when I removed my personal items.

7. A deputy with the Jasper County Sheriff's Office called me on or about September 18, 2010, about a break-in at the Knowles Island house. I told him I would have my lawyer call him. I then called CODA, spoke to Ms. Varg, and requested that she or Ms. Matyushevsky call the deputy.

8. The following Monday, September 20, 2010, I took some of the personal papers I got from the house to CODA's offices and left them with my attorney, Ms. Matyushevsky. I picked up the papers from CODA's offices around the time of the final divorce decree.

9. I have not been back to the Knowles Island property at any time since September 16, 2010.

FURTHER AFFIANT SAITH NOT.



Liling Sun

SWORN to before me this 2 day of May 2012.



Notary Public for South Carolina
My Commission Expires: 9/28/21

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) CASE NO. 2011-CP-07-2546

Joseph Sun,

Plaintiff,

v.

Olesya Matyushevsky, Citizens Opposed to
Domestic Abuse, Christine Varg and
Liling Sun,

Defendants.

AFFIDAVIT OF CHRISTINE VARG

Personally appeared before me, Christine Varg, who, being duly sworn, deposes and says that:

1. I am a resident of the State of South Carolina and am over the age of 21. I give this affidavit freely and voluntarily.

2. I am an employee of Citizens Opposed to Domestic Abuse ("CODA"). I am not a lawyer, but my duties include assisting CODA's staff attorney, Olesya Matyushevsky, in legal matters involving women who have sought help from CODA.

3. In that capacity, I assisted Ms. Matyushevsky in her representation of Liling Sun in divorce proceedings adverse to Joseph Sun, Case No. 2009-DR-07-628.

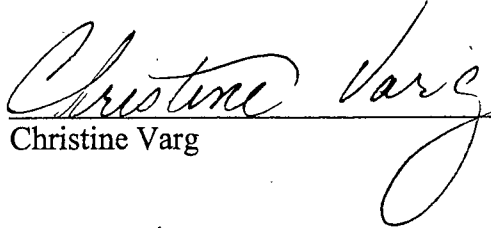
4. I did not go with Liling on September 16, 2010, to the real property located at 43 Broad View Drive, Knowles Island Plantation, Ridgeland, South Carolina. In fact, I have never been on the property or inside the house located there. I did not know ahead of time that Liling was going to the property.

5. Liling called CODA and talked to me on September 18, 2010, after she received a call from a deputy with the Jasper County Sheriff's Office about a break-in at the Knowles Island

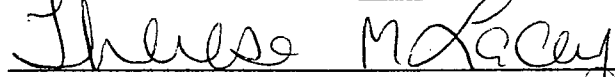
house. Liling and I talked about what had occurred. She told me she had gone to the house and removed papers from a safe. I then called the deputy and confirmed that Liling did have papers from the Knowles Island house.

6. I was not at CODA's offices on the following Monday, September 20, 2010, but was told that Liling brought these papers there on that date. The papers stayed in a box in my office for some period of time. Liling picked up the papers from CODA's offices around the time of the final divorce decree, which was entered on October 13, 2010.

FURTHER AFFIANT SAITH NOT.


Christine Varg

SWORN to before me this 16th day of April 2012.


Notary Public for South Carolina
My Commission Expires: 2-12-13

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

JOSEPH C. SUN,
Plaintiff,

v.

OLESYA MATYUSHEVSKY, ET AL,
Defendants.

) IN THE COURT OF COMMON PLEAS
) 14th JUDICIAL CIRCUIT
)

) CASE NO. 2011-CP-07-2546
)

) AFFIDAVIT OF JOSEPH SUN
)
)
)

COMES NOW, JOSEPH SUN, having personally appeared before the undersigned officer,
duly authorized by law to administer oaths, and after being duly sworn, deposes and says:

1. My name is Joseph Sun and I am the Plaintiff in this case. I make this affidavit based upon my personal knowledge in response to the Motion for Summary Judgment filed by Defendant Christine Varg. I am of sound mind and competent to testify.
2. After I was released on supersedeas in early September 2010, I went back to my home which was still under construction at Knowles Island Plantation in Ridgeland, SC. I found that the rear window was broken and the manlift was full of debris and turned over equipments - buckets, tile saw and ladder, etc. I knew the house was burglarized, so I called the Jasper County Sheriff. After I went in the house with my keys, I found that there were damages inside the house which was only framed with steel structure at the time. I found my large key box was missing, file cabinet was opened and in great disorder, and my heavy duty Sentry Safe was destroyed with the door knocked off. It was full of valuables before, but it was then empty with all the contents removed and stolen.

3. Deputy Michelle Mayers came shortly and made a report. She also took several

photographs. Several days later, I went by the Jasper Sheriff's Office and obtained a copy of the report where it said on the "supplement" that "on September 18, 2010, Christine Varg called to confirm her client Mrs. Sun does have all the documents in question." But at that time, I have not told anyone in detail what documents were stolen. Therefore, Christine Varg knew more about my missing documents than I did on September 18, 2010. (Copy of the Report is attached as Exh. A.)

4. As shown on the photos taken by the Deputy, my Sentry Safe was big and heavy. The door was knocked off. The safe was bolted to the floor with ½ in. bolts which was sawed off. There were sledge hammer, electric grinder and crow bar and other tools near the destroyed safe when I first saw it on September 18, 2010. Those tools were in the basement cabinets. LiLing Sun is a small and weak woman as I had lived with for almost 10 years. Christine Varg is about 5 ft. 10 in. and weighs about 200 lbs. According to the transcript of a Rule to Show Cause Hearing, Christine Varg always accompanied LiLing to help her, including going in my marital home and found a cup of warm coffee in my office. (A page of the transcript is attached as Exh. B.)

5. I have read the affidavit of LiLing Sun filed with Defendant Varg's motion for summary judgment. LiLing can hardly speak or write English. That affidavit was clearly not her testimony. It is only a paper prepared by Defendant Varg's legal counsel and LiLing signed it without understanding what it really said. LiLing's affidavit contains several false testimony. LiLing said on or about September 16, 2010, before signing the property settlement agreement, she went to Knowles Island house and removed some of her personal items. That is preposterous in that if those were her "personal items", her lawyer could easily called the law enforcement to escort her to take whatever she claimed as hers. But she broke the rear window to get in my home in secret, then asked her accomplice including Christine Varg to use sledge hammer, electric grinder and crow

bar to destroy my safe and damage the wall and floor of the house during their burglary.

6. The truth is that not one items stolen by LiLing with the help of CODA, Matyushetky and Varg was her "personal items." Just to name a few of the items LiLing stole from my safe: a stack of US Savings Bond I bought when I was working for AT&T in 1980s, about 20 years before I met LiLing. Original legal Papers (including the Prenuptial Agreement) and warranty deeds on property titled in the Suns Family Trust which LiLing did not even know existed. Check books and account statement of my mother's account in Canada, and the Family Trust, etc. There were many more stolen items and valuables which LiLing clearly has no right to.

7. LiLing testified in her affidavit (Paragraph 6) that Varg and Matyushetky did not "go with her" to the Knowles Island house and were not present when she removed her "personal items." I will explain in the hearing that LiLing was playing words in her affidavit which was prepared by Varg's lawyer. But the affidavit does not eliminate Christine Varg's conspiracy, and aiding and abetting of the burglary and theft by taking of my property committed by LiLing. Under cross examination, LiLing will expose the fact that her burglary and theft was coached, aided and abetted by Counsel Matyusheky and Varg.

8. Pursuant to the Sixth Amendment of the Constitution, I have the right to cross examine and confront the witnesses against me. I have sent notices of deposition to Christine Varg and LiLing Sun's counsels (see copies of letter attached), but there has been no response so far. I intend to schedule the deposition soon and if they fail to appear, I will file motion to compel discovery and ask to reimburse expenses.

9. Defendant Christine Varg testified in her affidavit (Paragraph 4) that "She did not go with LiLing on September 16, 2010 to my home at Knowles Island Plantation." But there were

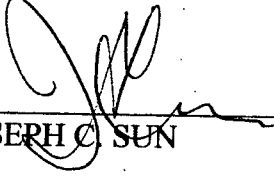
several other crimes of burglary committed by LiLing on other days, and there are other ways of conspiracy, aiding and abetting in the commission of crime. Varg could be the "look out" person standing on the street to help LiLing commit the burglary. Varg could also give LiLing advice where to find help to destroy my Sentry Safe. If Varg is innocent, she would advise LiLing to return all my Savings Bonds, legal papers on the Family Trust and my mother check books and bank statement in Canada (and many more items) after she found out LiLing and accomplice destroyed my safe during the burglary. Most of all, she would help to get LiLing's "personal items" lawfully by getting law enforcement to escort them to my house and go in from the front door to get LiLing's "personal items" instead of acting thieves and destroying property.

10. Again, the Sixth Amendment of the Constitution guarantee my right to confront and cross examine witnesses against me. I sent Christine Varg's counsel a notice of deposition, but I have not heard from him after almost a month. I intend to file motion to compel discovery.

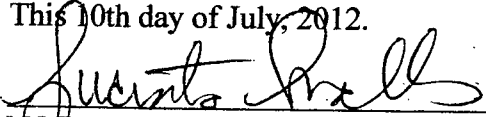
11. No Defendant can simply say that "I didn't do it" or "I was not there" and expect to be acquitted. Defendants Varg and LiLing tried to claim that their burglary and theft was committed before the divorce decree on October 13, 2010, therefore, it is a Family Court matter. But they have committed fraud, burglary and theft, breeched the Prenuptial Agreement, causing tens of thousands of dollars damages to Plaintiff's house and person, and Family court has no jurisdiction to award damages on personal injury. These defendant testified in their affidavits that after the burglary and the divorce decree, they were moving the stolen property from one place to another in their attempt to hide them from Plaintiff. Their accessory after the fact was committed after the divorce decree up to this date. They still are refusing to return all the stolen property to Plaintiff.

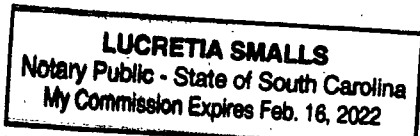
12. Some time after the divorce decree was issued (near the end of 2010), LiLing offered

to swap the stolen key box which was destroyed by her, for the automobile license tag to the 2009 Toyota Coroll she was driving at that time. The car was still title in my mother name and LiLing could not get a car tag. That swapping proved LiLing had committed theft by taking. Then Defendant Matyusheky produced the car title of the 2009 Corolla which was still titled in my mother's name and the title was kept in the Sentry Safe, to my Divorce Counsel Ken Tootle and demanded signature to transfer the title to LiLing. Therefore, Defendants Matyusheky, Varg and CODA are all guilty of involvement in the burglary and theft.


JOSEPH C. SUN

Sworn and subscribe to before me
This 10th day of July, 2012.


NOTARY PUBLIC

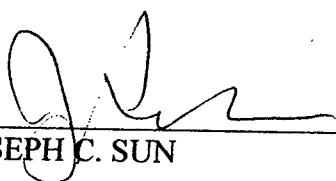


CERTIFICATE OF SERVICE

I certify that I have this date served Defendant Varg a copy of Affidavit of Joseph Sun by email to: cbaker@wcsr.com and by depositing a copy of same in the United States Mail, postage prepaid to the following addresses:

Charles J. Baker III, Esq.
P. O. Box 999
Charleston, SC 29402-0999
843-722-3400

This 10th day of July, 2012,


JOSEPH C. SUN

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	14th JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
	)	CASE NO. 2011-CP-07-2546
JOSEPH C. SUN,	)	
Plaintiff,	)	
	)	
v.	)	<u>MOTION FOR CONTINUANCE</u>
	)	
OLESYA MATYUSHEVSKY, ET AL,	)	
Defendants.	)	

Defendant Christine Varg served her Motion for Summary Judgment on Plaintiff and sent Plaintiff a letter setting a hearing on Thursday, July 12, 2012 at 9:00 a.m. in the Beaufort County Courthouse before the Honorable Marvin H. Duke, III, Master-In-Equity. In her motion, Defendant Varg attached an affidavit of Defendant LiLing Sun and one of herself.

In both aforesaid affidavits, these defendants made either false, deceptive or incomplete testimony regarding their wrongful acts against the Plaintiff which can give them a false appearance of innocence of wrong doing, when in fact, all the defendants orchestrated, conspired and aided and abetted each other in the break in, burglary, theft and cover up, as part of the scheme of all their wrongful acts against the Plaintiff. The destruction of Plaintiff's Sentry safe and theft by taking of all Plaintiff's valuables as briefly alleged in Plaintiff's Amendment to Complaint and/or to Amended Complaint filed on March 26, 2012 is only a tip of the iceberg of the massive wrongful acts these defendants have committed against the Plaintiff. (A copy of the Sheriff's Report is attached as Exhibit A.) The truthfulness as defendant Varg has testified and the missing facts regarding Defendant Varg's involvement in the aforesaid wrongful and/or criminal acts against the Plaintiff can only be elicited through thorough pretrial discovery and cross examination.

Plaintiff has the right under the Constitution to cross examine Christine Varg and LiLing

Sun. LiLing Sun has been dismissed from the case SO FAR, and her dismissal is still on appeal at the Court of Appeals. But because LiLing Sun has furnished an affidavit in her attempt to acquit Defendant Varg, she is now subject to cross examination by the Plaintiff under the provision of the Constitution.

The pretrial discovery in this case is not even close to being completed because this case has been inundated with motions to dismiss filed by the defendants and their appeals, resulting in no pretrial discovery having been conducted. Determination of any summary judgment without first allowing pretrial discovery is improper, particularly in this case where the defendants have presented two affidavits of themselves. Plaintiff has served Defendants Varg and LiLing Sun Notices of Deposition. (Copies of Notices are attached as Exhibit B and C.) These deposition should be allowed to complete. Additional discovery may be necessary.

Wherefore, the hearing on the motion for summary judgment filed by Defendant Varg should be continued until discovery is completed in this case.

Respectfully submitted,



JOSEPH C. SUN, pro se
18 Sixth Avenue
Bluffton, SC 29910
843-227-0963

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

JOSEPH C. SUN,
Plaintiff,

v.

OLESYA MATYUSHEVSKY, ET AL,
Defendants.

) IN THE COURT OF COMMON PLEAS
) 2012 MAR 26th JUDICIAL CIRCUIT
) 14th JUDGE

) JEROME J. JONES, JR.
) BEAUFORT COUNTY, S.C.
) CLERK OF COURT
) CASE NO. 2011-CP-07-2546

) PLAINTIFF'S AMENDMENT
) TO COMPLAINT AND/OR
) TO AMENDED COMPLAINT

PLAINTIFF JOSEPH SUN, pursuant to instruction from the court on March 13, 2012 allowing him, in 15 days, to file an amendment to his complaint and shows the court as follows:

(1) On the issue of Break in of Plaintiff's home and Theft of Plaintiff's property on Page 8 of the original complaint, the amended allegations are as follows:

BURGLARY OF PLAINTIFF'S RIDGELAND HOME AND THEFT OF HIS PROPERTY

(27) Some time in about September 2010 and at least one more time afterwards, Defendants LiLing, Matyushevsky and Varg under the guise and condonation of CODA conspired in, plotted and actually committed several burglary of Plaintiff's home at Knowles Island Plantation in Ridgeland, SC. Defendant Matyushevsky instructed and/or advised Defendants LiLing and Varg to falsely claim that they were breaking in "marital property" to escape criminal prosecution even though the house rented by Plaintiff, was titled in the name of Plaintiff's mother Ah Tsao Sun. Defendants LiLing and Varg broke the rear window of the house after climbing up a mechanical lift about 6 feet high and entered the house on top of a full basement. While climbing up the lift, these defendants pushed off numerous tools and equipments, causing damages to the lift, equipments and the rear windows.

After defendants LiLing and Varg entered Plaintiff's residence, they located

Plaintiff's Sentry Safe, file cabinet and key box and stole all the contents. Plaintiff's heavy duty safe was anchored to the floor. Defendants accomplished theft by taking by using electric grinder, crow bar, sledge hammer and other tools found in Plaintiff's basement to destroy the safe and successfully removed the door to the safe, after causing extensive damages to the wall and floor and structure of the house. After taking Plaintiff's numerous files, all the contents in the safe and key box with over 100 keys inside, these defendants also opened Plaintiff's computer console, removed and stole the hard drive.

(28) The valuables stolen by these defendants included but not limited to, cash, check books, financial documents, jewelry, collectibles, original warranty deeds, titles to cars, boats and construction equipments, large amount of savings bonds which Plaintiff acquired over 20 years ago, numerous legal papers and the original Prenuptial Agreement between Plaintiff and Defendant LiLing. Defendant Varg then transported all the stolen items to CODA where Defendant Matyushevsky sorted out the legal papers and took the Title to the 2009 Toyota Corolla to Plaintiff's Divorce Counsel Ken Tootle and demanded Plaintiff to sign it over to LiLing. After stealing Plaintiff's key box, Defendants Varg and LiLing broke the key box and removed numerous keys including the keys to the 2009 Toyota and the car Plaintiff was driving. Several weeks later, LiLing produced the broken key box and made an exchange with Plaintiff for the license tag to the 2009 Toyota.

All remaining items which the Defendants had stolen from Plaintiff's home are still stored at CODA or secret locations designated by the Defendants. Plaintiff who is the lawful owner is entitled to recover all items and property stolen by the defendants from his home located at Knowles Island Plantation. In addition, Plaintiff is entitled to recover from

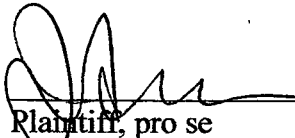
all the Defendants, special damages of \$50,000.00 for the repair and/or replacement of tools and equipments and damages to the house caused by Defendants several burglaries.

- (2) The aforesaid allegations should replace the paragraphs 28 - 30 in the proposed Amended Complaint and/or paragraphs 27 and 28 in the original complaint under the original cause of action of Break in and Burglary of Plaintiff's Home.
- (3) An additional prayer of relief is added to the Complaint and/or the Amended Complaint to specifically require the defendants to return all items taken from Plaintiff's home at Knowles Island Plantation in Ridgeland, SC.

This 23rd day of March, 2012.

Respectfully submitted,

JOSEPH C. SUN


Plaintiff, pro se
P. O. Box 2544
Bluffton, SC 29910
843-227-0963

CERTIFICATE OF SERVICE

I certify that I have this date served all the Defendants a copy of Plaintiff's Amendment to Complaint, and/or to Amended complaint, by depositing a copy of same in the United States Mail, postage prepaid to the following addresses:

J. Sam Scoville, Esq.
P. O. Drawer 1107
Beaufort, SC 29901-1107
843-524-3109

Charles J. Baker III, Esq.
P. O. Box 999
Charleston, SC 29402-0999
843-722-3400

This 24th day of March, 2012.


JOSEPH C. SUN

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

COURT OF COMMON PLEAS
2011-CP-07-2546

Joseph C. Sun,
Plaintiff

VS

Olesya Matyushevsky,
Defendant

TRANSCRIPT OF RECORD
Motions Hearing

October 19, 2011

BEAUFORT COUNTY,
SOUTH CAROLINA

B E F O R E:

HONORABLE CARMEN T. MULLEN, Judge.

Deborah E. Everett
Official Court Reporter

 ORIGINAL

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

John Samuel Scoville, Attorney at Law
Attorney for Defendant

Joseph C. Sun
Pro Se, Plaintiff

I N D E X

NO WITNESSES INTRODUCED

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10E X H I B I T S

NO EXHIBITS INTRODUCED

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1 (Whereupon Hearing began at approximately 12:20 PM)

2 THE COURT: Gentlemen.

3 MR. JOHN SCOVILLE: Per the Court's instructions -
4 -- we filed this motion to dismiss in response to Mr.
5 Sun's lawsuit. The two parties were divorced in
6 October of last year. Looking at the complaint, all of
7 the factual allegations pre-date the order of divorce.
8 All of those issues either were raised in the divorce
9 or should have been raised in the divorce.

10 He alleges in the complaint adultery. He alleges
11 in the complaint there are -- this is in the complaint
12 we are here for today -- he alleges that my client,
13 Mrs. Sun, stole marital property or stole personal
14 property from the marital home prior to the divorce and
15 following the divorce.

16 He alleges, basically, that she and Citizens
17 Opposed to Domestic Abuse, engaged in a conspiracy to
18 gain an upper hand in that divorce.

19 I have for the Court, and I would ask for the
20 Court to take judicial notice of the final order of
21 divorce, as well as Mr. Sun's motion and affidavit in
22 support of a Rule to Show Cause following the divorce
23 and the Judge's order on the Rule to Show Cause.

24 If I may approach, Your Honor?

25 THE COURT: Please.

1 MR. SCOVILLE: Those are certified copies, Your
2 Honor and I have put tabs on pages that I think are
3 pertinent to this motion, if the Court will bear with
4 me just one moment ---

5 MR. JOSEPH C. SUN: Excuse me, I don't have a copy
6 of that ---

7 MR. SCOVILLE: I'm providing that now. The first
8 page, Your Honor, of the Decree of Divorce, you will
9 see that was entered October the 13th of 2010. Among
10 other things, the Court finds, each of the parties are
11 responsible -- this is on page eight, for their own
12 attorney's fees occurred in this action -- that's a
13 minor point but Mr. Sun is claiming he's entitled to
14 attorney's fees for that action and the present action
15 as part of his damages.

16 If you turn to page eleven of eleven on the order,
17 at the top of page number three it states, The party's
18 agreements is set forth and constitute a fair and
19 equitable resolution of all of the issues before this
20 Court.

21 Turn back to the first page of the order and it
22 outlines what the issues were before the Court. In the
23 very first sentence, Plaintiff commences action for
24 divorce, child custody, equitable division of marital
25 property and other relief.

1 The larger document I gave you is Mr. Sun's motion
2 in support of his Rule to Show Cause and I -- most of
3 it I don't think is relevant but I wanted to provide a
4 complete copy. Page -- it's actually page four of that
5 document is Mr. Sun's affidavit in support of that.

6 Look at paragraph three, it's the second half of
7 that page, he explains in his affidavit that in
8 exchange for seventy-five thousand dollars, my client,
9 Mrs. Sun in that divorce, quit-claimed her interest in
10 two properties. The Bluffton property and the Knowles
11 Island property. Which again are the subjects of his
12 case in Common Pleas.

13 Please let me know if I get ---

14 THE COURT: That's okay.

15 MR. SCOVILLE: All right. The last document that
16 I handed you was Judge Robert Armstrong's order
17 granting Mr. Sun the relief he requested in his Rule to
18 Show Cause. The second paragraph on the first page
19 mentions -- and I may have gotten ahead of myself in
20 referring to the motion -- it states, The defendant
21 alleges among other things that the defendants in that
22 case, including Mr. Sun, that the plaintiff is in
23 violation of decree of divorce, entered into by this
24 Court on October 13, 2010, by removing certain personal
25 property from the premises located at 18 et

1 cetera...the Bluffton property, if I may paraphrase,
2 and the Knowles Island property.

3 The date of that hearing was May the 4th, as you
4 will see on that first page, and the date the order was
5 filed was May the 12th of this year.

6 The Court, in this order, orders Mrs. Sun to
7 return certain property and orders that Mr. Sun be
8 allowed -- his designee -- be allowed to go to Mrs.
9 Sun's apartment and determine if there was anything
10 else.

11 The Court issued an order -- the Court was
12 exercising its jurisdiction over these matters at that
13 time. One month later Mr. Sun, after getting this
14 order, filed the present case alleging that he was
15 entitled to damages from Mrs. Sun for taking these
16 various pieces of property.

17 Our motion to dismiss is, number one, on the
18 grounds that the Family Court, not the Court of Common
19 Pleas, has exclusive jurisdiction over these matters.

20 Number two, that there's a prior -- prior pending
21 litigation between these parties on the same subject
22 matter, which is the divorce, and the Court has
23 continuing jurisdiction to enforce its orders and the
24 agreement of the parties.

25 And number three, that the plaintiff in this case

1 fails to state facts sufficient to constitute a cause
2 of action as many of these allegations either aren't
3 civil causes of action -- some of them even appear to
4 be criminal causes of action -- for which the Court
5 could not grant relief.

6 And that's our motion, Your Honor.

7 THE COURT: Okay. Mr. Sun.

8 MR. SUN: If it please the Court, Your Honor.

9 First of all, I'd like to protect the record ---

10 COURT REPORTER: Can you speak up just a little,
11 please?

12 MR. SUN: I would like to protect the record for
13 my motion of continuance. There some newspaper article
14 obituary -- obituary of my mother's death which was had
15 my name written for the continuance, which was
16 scheduled October 4th and also I'm gonna ask the Court
17 to allow amendment to my complaint to add a cause of
18 action as to a loss of consortium of my mother, whose
19 death is proximate caused by the defendant's wrongful,
20 outrageous, wrongful act.

21 THE COURT: Okay, there can be no loss of
22 consortium between you and your mother. That's not
23 permitted. Okay.

24 MR. SUN: Can I go on, please. Your Honor ---

25 THE COURT: Sir, what I need to understand is when

1 did your mother pass away?

2 MR. SUN: Uh, pass away the -- the -- the end of
3 September.

4 THE COURT: And this--

5 MR. SUN: And, but my complaint has already
6 addressed the issue of the way that they put me in jail
7 with all kind of lies and about going to burglary my
8 mother's house, that is. And making unlawful phone
9 calls when I call to get visitation of my daughter and
10 so forth.

11 After put me in jail, then they start harassing my
12 mother. That was back all the way from 2010, I was in
13 jail a lot of times the year of 2010. I could not help
14 my mother. My mother was totally helpless. They were
15 trying to force my mother to give them some money.
16 That's the defendant conspiracy.

17 Now, the Family Court has a code section that is
18 stated very clearly, as a Court of limited
19 jurisdiction. It's only for divorces and issues
20 related for divorce. I put down the divorce and some
21 of the background just to address -- let the Court
22 knows about some of the facts before all these things
23 happen.

24 What they have done is totally outrageous. It's
25 something that, really, is unheard of. The lawyer --

1 the law -- CODA's legal assistant or lawyer -- probably
2 under instruction of the lawyer -- the CODA lawyer --
3 broke in my mother's house, cause that was my house at
4 the time cause I had no place to live because I -- my
5 ex-wife, uh, use a altered warranty deed in the
6 temporary hearing in divorce case to get the possession
7 of the marital home, which was actually my mother's
8 house.

9 She did it by -- they did it by sending me the
10 notice of hearing in the divorce case -- on the
11 temporary hearing -- the day before the hearing. One
12 day before, in the code section when the rule requires
13 at least four days so I have time to find a lawyer. I
14 went to the hearing with no lawyer. At the divorce
15 hearing. That was back in 19 -- that was back in 2009.
16 And I -- I was totally unprepared. I was totally
17 unprepared. I didn't know what was going on and they --
18 then they pulled out a warranty deed that was altered
19 and filed to put the house in -- in -- in her name --
20 in my ex-wife's name. And her lawyer was flagging a
21 certified receipt of a -- uh, a -- certified mail
22 receipt of the original complaint which was about two
23 months back. And -- and -- and falsely claimed that
24 that was the service of the temporary hearing. So the
25 Judge didn't know anything so he say, Okay, go on. No

1 -- no continuance. I ask for continuance. All those -
2 - well, maybe it was in the divorce case -- a divorce
3 issue but it was not possible because first of all, I
4 was in jail afterwards because they claimed I made
5 unlawful phone calls and I was in the house --
6 burglarizing my mother's house. And she claim she lost
7 something. All that's totally -- I have nothing --
8 convicted of anything, okay. Because of that I
9 couldn't help her. They start writing letters, uh, to
10 uh, different law enforcement and another attorney,
11 including my own attorney that I'm a criminal --
12 involved in criminal activity. Would not specify what
13 kind of crime.

14 And of course, that's liable and slander. And of
15 course, I'll also address the issue of false arrest and
16 malicious prosecution in my complaint. And then as the
17 fraud is concerned, they got seventy-five thousand
18 dollars from my mother because -- because they said
19 that -- they twist all the facts about the house now is
20 in my name, so therefore ---

21 THE COURT: Is that as a divorce settlement or was
22 that ordered by the Court?

23 MR. SUN: It was a settlement. Now, but Your
24 Honor, let me point out one thing, respectfully. That
25 is the settlement in the divorce decree, it was not my

1 settlement. I had no part in it. Because you look at
2 the last page of divorce decree, signed by -- it's page
3 -- divorce decree have two parts. The first part is
4 the decree of divorce. The second part is a settlement
5 of property -- a settlement agreement. Okay. The
6 settlement agreement was only approved by my ex-wife
7 and my mother. I was not a part of it because my
8 divorce lawyer previously told me about a settlement I
9 object to. I said, No, I'm not gonna settle with that.
10 Because she's not entitled to anything. She had commit
11 adultery. She also all kind of fraud in this temporary
12 hearing to get the house -- temporary possession of the
13 house. And there are all these fraud about lies about
14 putting me in jail so that I could not tell the truth.
15 And so they were getting seventy-five thousand from my
16 mother. So that's a settlement, if you look at the
17 last page, Your Honor ---

18 THE COURT: Um hum.

19 MR. SUN: --- Of the settlement agreement which is
20 page seven of nine. Page seven of nine of the
21 settlement agreement in divorce case.

22 THE COURT: It's got your mother's signature.

23 MR. SUN: Yes, that's my mother's signature.

24 THE COURT: I understand.

25 MR. SUN: Who just passed away. They put so much

1 -- and I address some of the issue in my complaint.
2 That my mother, after they so much harassment, my
3 mother was ninety years old.

4 THE COURT: Did you appeal your divorce
5 settlement, your final divorce decree?

6 MR. SUN: Pardon me?

7 THE COURT: Did you appeal your final divorce
8 decree.

9 MR. SUN: Yes, um huh.

10 THE COURT: And what's the status of that?

11 MR. SUN: We're divorced. We're divorced ---

12 MR. SCOVILLE: Your Honor, I'm not -- I have seen
13 some correspondence between the Court of Appeals. Mr.
14 Sun, and I don't mean this personally, probably has
15 more litigation experience than anyone in this
16 courtroom today. And he appealed his -- he was found
17 in contempt of Court as I understand it early on in the
18 divorce. He appealed that. He later appealed -- I
19 think he didn't pay a filing fee and they sent it back
20 and it's been back and forth and then he appealed the
21 divorce agreement that -- including the settlement
22 agreement that he agreed to -- in the case that was
23 decided in October.

24 Last I recall, that appeal has not been, I guess
25 perfected is the word. They sent -- they were giving

1 him a second chance to pay the filing fee but I don't
2 know the current status of that.

3 MR. SUN: The appeal is not an issue before the
4 Court. The divorce decree I signed that. The Judge
5 asked us in the open court about what we agree on and
6 so forth, therefore the Judge granted an order of
7 divorce. So that part is not appealable. But the
8 other part is appealable -- is appealing is the
9 property issue. And also the -- all these wrongful
10 act that they have committed. They have committed --
11 they have commit these acts with the help of the
12 counsel, legal assistant, and so forth. Which the
13 divorce court could not possibly address and of course
14 unlawful arrest, malicious prosecution, uh, uh, liable
15 and slander, uh, liable and slander and uh, also theft
16 -- burglary of property, too.

17 As of this point, ex-wife and her lawyer are still
18 in possession --still have stuff that they stole from
19 my safe. They used -- because at a trial of the case I
20 would present that as evidence. That they used
21 sledgehammer and chainsaw and grinder to grind open my
22 safe -- it's a Sentry Safe -- a heavy-duty Sentry safe
23 and actually I think some of the photograph -- I
24 reported to the Sheriff in Jasper County. And they
25 took photographs of that. I thought I saw a photograph

1 here, I guess not.

2 All that the divorce court -- we tried to get the
3 divorce judge to listen to from the beginning but he
4 said specifically, okay, Judge Robert Armstrong, take
5 that to the Court of Common Pleas because that is a
6 case ---

7 MR. SCOVILLE: Your Honor, I'm going to object ---

8 MR. SUN: Excuse me, sir --

9 MR. SCOVILLE: I just want to state my objection
10 to anything being presented that's outside the
11 pleadings and what the Court has taken judicial notice
12 of.

13 MR. SUN: Um, I lost my thought now. Um, It
14 involves the other defendants, Your Honor and the
15 divorce court would not entertain any issue except the
16 divorce and that's very clear in my response, Your
17 Honor.

18 In my response, Your Honor, the Family Court of
19 South Carolina has limited jurisdiction and that's why
20 the South Carolina code of law, 63-3-10, can only
21 entertain divorce and family matters of child custody,
22 child support and so forth. And all those issues,
23 including jurisdiction, is outlined in Section 63-3-
24 530. Nothing I address in this complaint falls into
25 the category that the family court has jurisdiction.

1 Not liable and slander. Not false arrest or malicious
2 prosecution. And certainly not fraud. How they
3 achieved the, the, the, the, the seventy-five thousand
4 dollars.

5 And the attorney fees, by the way, I was not --
6 counsel was referring to attorney fee in the divorce
7 case. I'm referring to attorney fee in all of my
8 criminal charges which I have been acquitted for quite
9 a few already. But then some still coming. Those are
10 attorney fee I'm talking about. And also, too, my jail
11 time, too. I shouldn't be in jail. I hadn't done
12 anything. They put me in jail with lies and I'm going
13 to prove that they are lies -- that they can somehow
14 get money from my mother and cause her to be such
15 distress she fell and went in a coma in the hospital.
16 And now she's dead.

17 And they stole in my safe after they busted my
18 safe with a sledge hammer. And that was done by the
19 lady paralegal. She's not here today. I think she's
20 hiding. They took all my checkbooks. All the warranty
21 deed and car titles. The car that I'm driving, because
22 I'm so busy, I had to go to the DMV to get new title I
23 guess. I've reported it stolen. They have title to my
24 -- the car I'm driving right now. They still have a
25 lot of my stuff. They claim they don't have none.

1 They broke the safe and then also, too, the legal
2 assistant -- after the deputy in Jasper County called
3 them -- she admitted -- she admitted this -- my
4 property, ya know.

5 THE COURT: Sir, let me ask you this. I saw that
6 Mr. Tootle ended up being your attorney in your
7 divorce; is that correct?

8 MR. SUN: No, only the divorce case.

9 THE COURT: That's what I asked you. In your
10 divorce case; correct?

11 MR. SUN: Yes.

12 THE COURT: Did you not speak with him about
13 representing you in a civil case?

14 MR. SUN: Yes, but he asked for too much money.
15 I'm nothing. I'm still looking for attorney, Your
16 Honor. I'm still trying to look for attorney.

17 THE COURT: Okay. All right. Thank you, ya'll.
18 Mr. Scoville, will you forward me a proposed order.
19 Mr. Sun, I'm going to give these back to you ---

20 MR. SUN: Do I understand -- I have hearing
21 problem ---

22 THE COURT: Sir, I am taking it under advisement
23 and I have asked Mr. Scoville to forward me a proposed
24 order. If you would also like to forward me a proposed
25 order you are welcome to do that as well. Just send it

1 to my law clerk.

2 MR. SUN: I sorry, I couldn't hear.

3 THE COURT: That's okay.

4 (Whereupon hearing ended at 1:46 P.M.)

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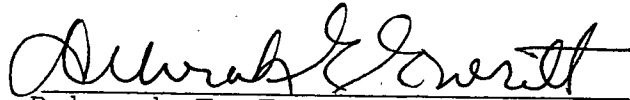
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25

I, the undersigned Deborah E. Everett, Official Court Reporter for the Fourteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Beaufort County, South Carolina, on the 19th day of October, 2011.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

March 24, 2012



Deborah E. Everett
Official Court Reporter

 ORIGINAL

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT)

JOSEPH C. SUN,)
)
Plaintiff,)
)
-versus-)
)
OLESYA MATYUSHEVSKY, CITIZENS)
OPPOSED TO DOMESTIC ABUSE,)
CHRISTINE VARG and LILING)
SUN,)
)
Defendants.)
_____)

Civil Action Number
2011-CP-07-2546

 **ORIGINAL**

Hearing before the Honorable Marvin H.
Dukes III, Master in Equity, held on the 13th day
of March 2012, at Beaufort County Courthouse, 102
Ribaut Road, Beaufort, South Carolina, commencing
at approximately 2:40 p.m.

Bettye Anderson & Associates

Professional Court Reporters
6020 Dowlingwood Drive
Beaufort, South Carolina 29902
(843)525-0791 or (800)543-5506

150

APPEARANCES

For the Plaintiff: Pro Se

For the Defendants: Jackson H. Daniel III, Esquire
CARLOCK COPELAND & STAIR, LLP
40 Calhoun Street
Charleston, S.C. 29401

Charles J. Baker III, Esquire
WOMBLE, CARLYLE, SANDRIDGE & RICE
P.O. Box 999
Charleston, S.C. 29402

Reported by: Debbie Criscitiello
Professional Verbatim Reporter

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(None Offered)

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Bettye Anderson & Associates

Beaufort, South Carolina

Appearances & Index

(843)525-0791 (800)543-5506

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1 THE COURT: Good afternoon. We're here in case
2 11-CP-07-2546. This is Sun versus Matyushevsky. And on
3 this afternoon's roster I have a motion to dismiss, filed
4 by Defendant Matyushevsky, and I also have a motion to
5 amend, filed by Mr. Sun. Am I pronouncing your name
6 correctly?

7 MR. SUN: Yes, sir.

8 THE COURT: All right. So first we have a motion
9 first filed and that motion was that to dismiss, so I'm
10 happy to hear from you, sir.

11 MR. DANIEL: Yes, Your Honor. Jack Daniel and
12 Chuck Baker and I both -- we actually -- the motion is
13 filed on behalf of Olesya Matyushevsky, Citizens Opposed to
14 Domestic Violence, CODA, Christine Varg, the three
15 remaining defendants in the case.

16 This motion, Your Honor, is essentially the same
17 motion to dismiss that Judge Mullen has already granted in
18 the case with Liling Sun, the plaintiff's ex-wife, who was
19 also a party in this case.

20 (Interruption from ringing phone.)

21 THE COURT: Hold on for one second, if you would.
22 Off the record.

23 (Off the record momentarily.)

24 THE COURT: Back on the record. I apologize. Go
25 ahead.

1 MR. DANIEL: Thank you. As I was saying, this
2 motion is essentially the same motion that Judge Mullen
3 already granted on behalf of Liling Sun. Here's her order.

4 THE COURT: Thank you.

5 MR. DANIEL: Her counsel, instead of filing an
6 answer, filed a motion to dismiss, and that was heard by --
7 heard and argued before Judge Mullen in November of last
8 year. She granted a motion to dismiss on behalf of the
9 plaintiff's ex-wife, the defendant Liling Sun.

10 The facts alleged in the claims that have been
11 made against our clients, the CODA defendants, Judge are
12 identical. They're the same claims, the same factual
13 pleadings that were made against Liling Sun, so there's
14 really no distinction. And the grounds that -- the grounds
15 for dismissal and reasons that held true with respect to
16 Judge Mullen's order for Liling Sun, also hold true with
17 respect to all three defendants, Ms. Matyushevski, CODA and
18 Christine Varg.

19 I would submit that our -- these three, our
20 clients, are not only in as good a standing as Liling to
21 have our case dismissed, but we're actually in better
22 standing.

23 To give you the background on the case, Your
24 Honor, this was really -- it was a divorce proceeding. It
25 was a heated divorce, extremely contentious divorce

1 proceeding. Liling Sun filed for divorce here in Beaufort
2 County in the Family Court, and Mr. Sun was a defendant in
3 that matter.

4 Ms. Matyushevski represented Liling Sun. Liling
5 went to CODA, one of the defendants in the case, for
6 assistance with -- she was basically claiming domestic
7 abuse. Went to CODA, asked for help with her divorce
8 proceedings. CODA is, as you know, a nonprofit
9 organization that helps individuals in certain
10 circumstances.

11 Ms. Matyushevski is their on-staff legal
12 counsel and she will assist people like Liling Sun with a
13 divorce.

14 Christine Varg does a lot of things with CODA,
15 but one of her primary duties is that she acts as a
16 paralegal in divorce proceedings like this. And in the Sun
17 divorce case, she was acting in that capacity as a
18 paralegal.

19 If you look at the complaint that the plaintiff's
20 filed in this action, it is essentially an attempt to
21 relitigate all of the facts and all of the issues that have
22 already been delved into and hashed out in the divorce
23 proceeding. That's improper, for one thing, just because
24 it's already been addressed, and a lot of the issues were
25 within the exclusive jurisdiction of the Family Court.

1 But I think it's even more improper as you -- if
2 you look at our brief, the Gaar case, South Carolina law
3 provides a protection for counsel when they're pursuing the
4 ends that their clients want them -- when they're actually
5 involved in legal proceedings and acting on behalf of their
6 client.

7 Ms. Matyushevski and Christine Varg, CODA,
8 everything that was done on Ms. Sun's behalf, or that was
9 done with respect to that divorce proceeding, was done on
10 her behalf, and they're immune from suit. The exact type
11 thing that's happening here, they're immune from that.
12 That's what the Gaar case and the propositions in Gaar
13 stand for.

14 And I could take -- if you want me to, Your
15 Honor, I'll just go down the line of the different causes
16 of action that have been raised by the plaintiff in this
17 case and outline the reasons why each claim should be
18 dismissed.

19 One of the claims, I think it's on page -- if you
20 look at his complaint, there's a claim for burglary and
21 theft, which is paragraphs 27 through 30 in the complaint,
22 which I think even though it may be styled as a burglary
23 and theft claim, would be a conversion and/or trespass
24 claim. Those claims deal with issues that -- Mr. and Mrs.
25 Sun, there was some prop -- there's a property in Bluffton

1 -- there's a house in Bluffton, and a house at Knowles
2 Island Plantation. He's basically alleged that our clients
3 aided or abetted Ms. Sun in going out to these houses and
4 taking some personal belongings and things that did not
5 belong to her that were his.

6 That was -- essentially that was just a dispute
7 over marital property, Your Honor, and the Family Court
8 ruled on those issues. I have a Family Court order right
9 here that addresses those issues.

10 And as you can see in Judge Mullen's order,
11 paragraph 18, she found that that was within -- the
12 burglary, theft, trespass charges were within the exclusive
13 jurisdiction of the Family Court.

14 Here's the -- I don't know, I may make this an
15 exhibit if you want me to. But if you look at his -- this
16 was a rule to show cause that deals with the exact same
17 issues that were raised in his paragraph 27 through 30 in
18 his complaint.

19 I mean, the bigger point here with respect to the
20 burglary and theft is we're dealing -- what he's talking
21 about, what he's alleging, no matter how he describes it,
22 it was marital property. It was property that was subject
23 to dispute and issues that were to be addressed by the
24 Family Court, and that was the proper venue for them and
25 the exclusive venue, Your Honor.

1 He also has a claim for fraud. Or do you have
2 any --

3 THE COURT: No, keep going.

4 MR. DANIEL: Okay. He has a claim for fraud,
5 Your Honor, and those -- basically the fraud claim is that
6 we conspired with -- the CODA defendants conspired with Ms.
7 Sun to make false allegations of domestic abuse, as well as
8 there's a false proof of service claim, and an issue with
9 -- he claims that there was an altered deed.

10 Judge Mullen in her order as to Liling Sun,
11 paragraph 18, found that the fraud claims were all dealt
12 with and were under the exclusive jurisdiction of the
13 Family Court.

14 Furthermore, in paragraph 13 of her order -- and
15 I've got all this briefed, you know, in depth in my
16 memorandum -- but in paragraph 13 of the order, she found
17 that the plaintiff failed to allege that he relied on any
18 statements.

19 If you look at the context of his fraud claims,
20 he's basically saying that the CODA defendants, Ms. Sun,
21 that they all made false statements to the court and
22 misrepresentations to the court.

23 He's not -- he didn't claim that he actually
24 relied on any representations or anything that may -- that
25 was -- any representations that were made by our clients.

1 A fraud claim, as you know, Your Honor, one of
2 the basic elements is that a plaintiff has to allege that
3 he detrimentally relied on a false or fraudulent
4 representation. So it also just -- the fraud claims fail
5 on their face.

6 Conspiracy is another claim that he's raised.
7 He's -- with respect to the CODA defendants, he has alleged
8 that they conspired with his ex-wife to cover up her bad
9 acts in the Family Court action. And, Your Honor, I would
10 submit that there's a divorce decree that's Exhibit A to
11 our memorandum. And in the divorce decree nowhere in there
12 did the Family Court find that Liling Sun committed any bad
13 acts.

14 And that issue, the grounds and basis for divorce
15 and the facts surrounding the divorce would be -- I submit
16 would be within the exclusive jurisdiction of the Family
17 Court and not something that should be brought up before
18 Your Honor and the Court of Common Pleas.

19 Also, the conspiracy -- the conspiracy claim
20 fails because the defendant -- or the plaintiff failed to
21 allege special damages. And Judge Mullen has already found
22 that to be the case, paragraph 15 of her order, with
23 respect to Liling Sun. Just as that claim fails for that
24 basis with respect to Ms. Sun, I think it would fail with
25 respect to the CODA defendants, Your Honor.

3
1 The next claim is -- the plaintiff has sort of
2 couched it as a wrongful arrest, but I would say it's a
3 malicious prosecution/wrongful arrest claim. There were
4 two Family Court orders that are Exhibits C and D to our
5 memorandum, and they were -- in the Family Court orders he
6 -- the judge in the Family Court proceeding found Mr. Sun
7 to be in contempt and in criminal contempt. He was
8 sentenced to two six-month terms to be served consecutively
9 in that proceeding.

3
10 And, Your Honor, he's -- Your Honor, I mean, with
11 respect to the malicious prosecution, one of the primary
12 elements is that you'd have to prove that the underlying
13 matter was successfully terminated on behalf -- he would
14 have to prove that that was successfully terminated on his
15 behalf. The orders speak for themselves. Exhibit C and D
16 to our memorandum, he was found in criminal contempt, so I
17 don't think it could be said that the malicious prosecution
18 case, that he could pursue that.

19 Not only is that a grounds for it, but Judge
20 Mullen also found that those issues dealing with his arrest
21 and the criminal contempt issues in paragraph 17 of her
22 order, she found that that had already been ruled upon by
23 the Family Court.

24 He also has claims for defamation for liable and
25 slander against the CODA defendants. And the basis of

1 those claims is that CODA and -- the CODA defendants, Ms.
2 Matyushevski and Ms. Varg, made representations to other
3 parties about his criminal activity.

4 Your Honor, there's a couple different reasons
5 why that fails. And first, as Judge Mullen pointed out,
6 those issues, the criminal activity and his conduct during
7 the divorce proceeding, was properly before the Family
8 Court and ruled upon. She notes that in paragraph 17 of
9 her order of dismissal.

10 But with respect to our clients, what they were
11 doing was they were representing a client in pursuing her
12 case, so any statements they made to a court or law
13 enforcement, we would submit those are absolutely
14 privileged under the law, and you can't bring a claim for
15 defamation or for liable against an attorney when they're
16 making statements in pursuit of their claims on behalf of
17 their client.

18 Furthermore, truth is a defense to liable and
19 slander. He was actually found in criminal contempt and so
20 if they said he was involved in criminal activity, Your
21 Honor, we submit that that was -- those were true
22 statements.

23 And, Your Honor, I could walk you through every
24 basis we have in our memo. I think if you read through Mr.
25 Sun's complaint you'll get a flavor for it and you'll see

1 that what he's really doing is he's trying to relitigate a
2 Family Court matter because he either disagrees with the
3 result or, you know, just doesn't agree with the way the
4 proceedings went.

5 And he settled that, Your Honor. He settled that
6 case. Exhibit A to our memorandum is the settlement decree
7 in that matter. It's certainly improper for him to try and
8 relitigate issues that have already been brought before
9 another court. If he didn't agree with the Family Court's
10 rulings, he had every right to appeal from the Family
11 Court. He certainly shouldn't be bringing the case in the
12 Court of Common Pleas.

13 And, furthermore, he certainly shouldn't be suing
14 attorneys that were -- if you look at the four corners of
15 his complaint, he has not alleged -- everything that he's
16 alleged, that there's nothing in there. He doesn't say
17 that Ms. Matyushevski or Ms. Varg did anything outside of
18 the scope of their representation of Ms. Sun, and I think
19 that's important.

20 Because under the Gaar case and the cases -- the
21 precedent we have in South Carolina, they are immune from
22 suit for any actions in steps they take in representation
23 of their client. He can't sue them simply because he's not
24 happy with the job they did for an adverse party.

25 So we essentially ask you to make the same

1 findings that Judge Mullen has already made with respect to
2 Ms. Sun. There's really no distinction with the facts or
3 the allegations, and there's actually -- you have more
4 additional grounds on which you can dismiss this case with
5 respect to the CODA defendants.

6 I don't know if Mr. Baker may have something to
7 add.

8 MR. BAKER: Your Honor, we're co-counsel for
9 these three parties. I would just add that there's a
10 wrinkle in the divorce proceeding. Mr. Sun's mother was
11 added as a defendant 'cause the marital homes were
12 allegedly owned by her. There was a dispute about when
13 deeds were filed and that sort of thing.

14 And Mr. Tootle, Ken Tootle, represented both Mr.
15 Sun and his mother in the Family Court, and the mother, in
16 essence, paid the money for the equitable division and the
17 houses were deeded to her.

18 But any -- and Mr. Sun makes a complaint in this
19 case that there was conspiracy and fraud and pressure put
20 on his elderly mother. But the fact of the matter is, she
21 was represented by counsel, and any loss to her, in any
22 event, would be her claim to bring and not his for the
23 \$75,000, in addition to the fact they were represented by
24 counsel and the mother signed an agreement, submitted an
25 affidavit. She lives in Canada, so she submitted an

1 affidavit to the court in the Family Court saying that she
2 thought this was in the best interest and fair and
3 reasonable, and the court so found, so that's been decided
4 also.

5 But that wouldn't be his damages anyway. That's
6 about all I would add to Jack's presentation.

7 THE COURT: All right. Thank you. Anything
8 else?

9 MR. DANIEL: No, Your Honor.

10 THE COURT: All right. Happy to hear from you,
11 Mr. Sun.

12 MR. SUN: Yes, Your Honor. First of all, I'd
13 like to say that counsel awhile ago, all he did was picked
14 on 10 percent of the fact that could be possibly mentioned
15 in the divorce case. 90 percent of the facts has nothing
16 to do with divorce.

17 I have not signed a settlement in a divorce case,
18 my mother did. And that's why it's fraud comes in. They
19 put me in jail with a bunch of lies and they kept referring
20 to a contempt. I was not referring to contempt for the
21 malicious prosecution. That's still on appeal.

22 I'm referring to the six frivolous and malicious
23 prosecution for harassment, or possession of burglary
24 tools, stalking. I can't remember. There's six of them,
25 okay. I'm going by memory right now. And two of them were

1 dismissed by the court, okay. Therefore, I met the
2 requirement for the malicious prosecution. I won the case,
3 okay.

4 Now, as to the judgment of -- well, not judgment,
5 the order of contempt, they are -- that's on appeal. And
6 even Judge Mullen's order is on appeal right now.
7 Therefore, counsel should not be able to cite them as
8 authority, saying that, well, Judge Mullen did this, so
9 therefore this court ought to do that too.

10 You know, the doctrine of stare decisis is not --
11 it doesn't work that way. It go from the Court of Appeals
12 down here. It's not from --

13 THE COURT: Hold on one second.

14 (Brief interruption.)

15 THE COURT: Thank you.

16 MR. SUN: He cannot rely on a court that's on
17 appeal right now authority to ask this court to follow.
18 That's exactly what they're doing.

19 Now, I'd like to go over my allegations and my
20 alleged -- I mean my amended complaint because I was -- of
21 course, you know, I'm pro se right now because I'm out of
22 money.

23 THE COURT: All right. Now, you mentioned an
24 amended complaint. I have a complaint. Was there --

25 MR. SUN: No. It was -- well, right now we are

1 also hearing my motion to amend complaint; right?

2 THE COURT: Well, I was going to do that after
3 this one.

4 MR. SUN: Oh, okay.

5 THE COURT: But I'm happy to hear it all
6 together. But why don't you go ahead and respond, if you
7 would, first to their motion to dismiss and --

8 MR. SUN: Okay. Well, all right. Most the
9 things are not, of course -- well, I'll tell you. And I
10 refer to my affidavit that I filed. Do you have a copy of
11 that, Your Honor?

12 THE COURT: I do not.

13 MR. SUN: They said they have a copy.

14 THE COURT: Well, let's -- let me ask you this.

15 MR. SUN: It's in the file.

16 THE COURT: What is the difference in your
17 amended complaint and your complaint?

18 MR. SUN: It's mostly clarification. But it's
19 much -- and more specific. For instance, like counsel
20 said, malicious prosecution, that has to be reveal in my
21 favor. It's not clear in the complaint but it is clear in
22 the amended complaint.

23 And also the timing. For instance, they said
24 that the burglary break-in were all presented -- or heard
25 by the Family Court. No. Some of them were done after the

1 divorce decree was signed.

2 And also, too, the burglary was done on another
3 house. And then counsel somehow got it -- what he said
4 seems like it was burglarizing a marital house, marital
5 property, which is in Bluffton.

6 The house -- see, my mother was pretty well off
7 at one time. She owned two or three houses. And,
8 actually, one of them was sold and two of them were in
9 Ridgeland, and one was sold. The one that they burglarized
10 was the one that's also in Ridgeland.

11 The marital home at one time --

12 THE COURT: Well, let me ask you this. The home
13 that you alleged they burglarized was owned by your mother?

14 MR. SUN: Yes. But my problem, see, here's the
15 thing. The title was in my mother, but I have the right to
16 live there during the period of the divorce. Therefore,
17 all the properties inside were mine to save. That they
18 broke in and sledgehammer.

19 And also, too, in their motion to dismiss, Liling
20 Sun, in front of Judge Mullen, they presented an exhibit of
21 a Jasper County Sheriff Office deputy. Do you have that in
22 front of you, Your Honor?

23 THE COURT: I do not.

24 MR. SUN: But this is --

25 THE COURT: And what have you handed me here?

1 This is an incident report or something?

2 MR. SUN: Well, it's their exhibit. Oh, not
3 theirs, I'm sorry. It was the counsel, you know, the other
4 counsel exhibit when they -- when he filed a motion to
5 dismiss Liling Sun.

6 And they was in there. They claimed that is -- I
7 don't know why he put it in there, but I'm just showing you
8 right now. This burglary is in another house, not at the
9 marital home. It's -- you know

10 And the property inside is mine. All they say,
11 Your Honor, the deputy took some photographs of mine to say
12 that they broke and stole all my stuff. Those are my
13 property.

14 THE COURT: What was the date?

15 MR. SUN: My mother lives in Canada.

16 THE COURT: Okay. What was the date of the
17 divorce?

18 MR. DANIEL: Your Honor, there's a subsequent --

19 MR. SUN: It was in --

20 MR. DANIEL: If I may? Let me look at that. The
21 date's on there.

22 MR. SUN: September.

23 MR. BAKER: No. The divorce decree was October
24 13th, 2010.

25 MR. SUN: Okay. But that's the order -- when the

1 order was signed, I believe.

2 MR. BAKER: I'm just responding to you, Judge.
3 I'm not trying to interrupt Mr. Sun.

4 THE COURT: Yeah, I know. I appreciate that.

5 MR. BAKER: Then there was a subsequent rule to
6 show cause filed by Mr. Sun after the divorce decree for
7 the alleged property taken from both houses. And there was
8 a subsequent order of the Family Court dated May 25th,
9 2011, that Jack just handed you, that deals with the stolen
10 property issue, and orders Ms. Sun to return whatever she
11 took, and allows Mr. Sun's lawyer to, in essence, inventory
12 -- go into her apartment and inventory things.

13 So it is true that the Family Court did deal with
14 both houses and whatever was taken from those houses as an
15 issue of marital property.

16 MR. DANIEL: And if you look at his rule to show
17 cause, Your Honor, on pages 5 and 6, it shows his sort of
18 inventory -- his listing of items that were wrongfully
19 taken.

20 THE COURT: Okay.

21 MR. SUN: May I clarify, Your Honor?

22 THE COURT: Yes, sir. Go ahead, Mr. Sun.

23 MR. SUN: What that -- my rule to show cause
24 complaint was 100 percent at the Bluffton house. I did not
25 claim anything -- or there may be some claim, but the --

1 you know, the judge, Judge Armstrong, ordered Mr. Tootle
2 and his secretary to inspect the apartment for property
3 that was taken from the Bluffton house, not the Ridgeland
4 house. The Ridgeland house issue was never dealt with.
5 Not in Family Court.

6 MR. BAKER: I think -- I think, Your Honor, I can
7 clarify that. Mr. Sun is correct. The body of his rule to
8 show cause just talked about the Bluffton house. He did
9 attach an exhibit to it relating to both houses -- or one
10 relating to the Bluffton house and one related to the
11 Knowles Island house. The important thing is that the
12 judge's order of May 25th, 2011, following a hearing on May
13 4th, 2011, where apparently -- we don't have the transcript
14 -- both came out, ruled as to both proceedings. So the
15 court did address it.

16 THE COURT: Yeah, I see that. And, Mr. Sun, have
17 you got a copy of that? The May 25th, 2011? Well, the
18 date of the hearing was May 4th, 2011.

19 MR. BAKER: Yeah, there it is.

20 THE COURT: And the judge references two
21 residences. One at 18 Sixth Avenue, Bluffton, the other
22 one at 43 Broad View Drive, on Knowles Island.

23 MR. SUN: That's the same court order you just
24 gave me, isn't it?

25 MR. DANIEL: Yeah, actually I already gave you a

1 copy.

2 MR. SUN: Okay. Can you --

3 MR. DANIEL: Do you want to see what he's talking
4 about?

5 MR. SUN: No.

6 MR. DANIEL: Right where the judge references the
7 Bluffton property, the Broad View Drive, Knowles Island
8 Plantation property in Ridgeland, South Carolina. It's
9 both properties.

10 MR. SUN: Okay. Well, I think what he -- what
11 the judge -- because that exhibit probably got the judge
12 confused because there's an exhibit, like you said, you
13 know. It has both property taken. But the judge in this
14 order, as you can read further down, "Within seven days" --
15 no, no. Where's that? Well, okay.

16 In this case, I guess the judge's order in
17 paragraph number 2 said, you know, go to the apartment and
18 search the apartment for property. Mr. Tootle did go and
19 he -- they found property in the Bluffton property only.
20 Because the Ridgeland property, they all in the possession
21 of Ms. Matyushevski and CODA because -- I know that because
22 the car title that I had it on my ex-wife's car -- is this
23 your copy or what? You want it back?

24 MR. BAKER: You can keep that.

25 MR. SUN: Okay. On my ex-wife's car, the one

1 time she was driving, was taken to Mr. Tootle to have her
2 -- and ask Mr. Tootle to have me sign it. Or not me sign
3 it, 'cause I have power of attorney for my mother, sign on
4 behalf of my mother so that my ex-wife can get the car.
5 So, therefore, the property is all in the CODA's
6 possession.

7 And also, too, if you look at the -- if you look
8 at the police report here, Your Honor, they admitted --
9 Christine Varg -- the second page on the bottom, Christine
10 Varg -- and the very last thing they said, admitted they
11 had possession of the property.

12 MR. BAKER: Your Honor, we haven't seen that
13 document.

14 MR. SUN: No. It's in a file because it's
15 exhibits filed by the -- Mr. Scofield (ph).

16 MR. BAKER: Well, if he filed it in court, I was
17 not --

18 MR. SUN: Yeah, he filed in court.

19 MR. BAKER: -- part of that hearing.

20 MR. SUN: That was part of the motion that he
21 filed.

22 THE COURT: Well, what it says though is Ms. Varg
23 confirms that Ms. Sun has the documentation; right?

24 MR. SUN: Documentation?

25 THE COURT: It doesn't say Ms. Varg has it, it

1 says Ms. Sun has it.

2 MR. BAKER: The documentation being what, Your
3 Honor?

4 THE COURT: I guess the car title.

5 MR. BAKER: Well, the --

6 MR. SUN: No, it's a lot more than -- car title
7 one of the thousand of things in there. They're jewelry,
8 there are a car title, they're also one, two deed, savings
9 bonds.

10 THE COURT: Okay. But, I mean, you went to court
11 over that and Judge Armstrong sided with you and said, "Ms.
12 Sun, you got to give that stuff back." Right? I mean,
13 that's what happened.

14 MR. SUN: I'm not complaining about the -- that
15 police report had nothing to do with the Bluffton home
16 anyway.

17 THE COURT: Okay.

18 MR. SUN: That police report had to do with the
19 Ridgeland house.

20 THE COURT: All right. Apparently, at some point
21 you must have brought the Ridgeland issue up before Judge
22 Armstrong.

23 MR. SUN: I think the only thing, it was a
24 mistake that he -- it was attached -- that list of material
25 I think counsel just showed you awhile ago, the list of

1 material, that rule to show cause has two pages of
2 property, or two houses. One house was Ridgeland, one
3 house was Bluffton. That Ridgeland house somehow was
4 attached to it. I believe it was about, you know, when Mr.
5 Tootle did that he stuck it in there in error. And the
6 judge probably went by that and said, you know, and put it
7 in the order. But only one house was involved -- the
8 property was involved.

9 THE COURT: Well, it says it twice. "As
10 expeditiously as possible, Mr. Tootle or his designee shall
11 conduct a search of the plaintiff's apartment, making an
12 inventory of any items listed by Mr. Sun as missing from
13 the Bluffton property or the Knowles Island property."

14 MR. SUN: Right, he did. And he did went -- he
15 did go.

16 THE COURT: Okay. So --

17 MR. SUN: And so what he did was he found some,
18 not all. Because they -- a lot of property was put in the
19 CODA's office. Because even my daughter saw some stuff in
20 there when she went over there. She said it was some --

21 THE COURT: Well, let me do this. I may have
22 gotten the cart before the horse here, because you've got a
23 motion to amend your complaint. And let me -- have y'all
24 had an opportunity to look at his amended complaint?

25 MR. BAKER: Yes, Your Honor. I can address that.

1 And we recognize that Mr. Sun being pro se, you'll probably
2 allow the amended complaint. But that doesn't make any
3 difference to this proceeding because it really doesn't add
4 anything new.

5 He changes around some things, and I can go
6 through it and tell you what's new.

7 THE COURT: Do you have an extra copy of your
8 amended complaint?

9 MR. SUN: No extra copy, but I can --

10 THE COURT: Can I just look at it?

11 MR. DANIEL: I have one somewhere in here.

12 MR. BAKER: Mr. Sun did say he added a few extra
13 sentences here and there, and that he did.

14 MR. SUN: It's about clarification --

15 MR. BAKER: Well --

16 MR. SUN: -- which already -- I'm sorry.

17 THE COURT: Well, let's let --

18 MR. BAKER: We're already agreeing that he can
19 amend his complaint.

20 THE COURT: Okay.

21 MR. BAKER: And you're most probably going to
22 allow that.

23 THE COURT: Well, and my thought is this. Some
24 of the issues that you had brought up, certainly I think
25 the law, if it's to be made more definite and certain, I

1 should allow the amendment, and then we'll deal from there.
2 So in an effort not to bring us back here, we perhaps
3 should deal with the changes that are in this amended
4 complaint. So what are --

5 MR. BAKER: For instance, I'll just give you an
6 example.

7 THE COURT: All right.

8 MR. BAKER: For instance, paragraph 5 in the
9 amended complaint is simply combining paragraphs 5 and 6 of
10 the original complaint. And paragraph 7 of the new
11 complaint, if you look at that, in the fourth sentence it
12 said, "Liling pretended to be a loving wife and a good
13 daughter-in-law." And then the part that he's added --
14 that was in the original complaint. He's added, "as part
15 of her scheme to use Joseph to obtain her citizenship and
16 to obtain money and property from Joseph's parents."

17 Again, that was in addition. It's just a
18 conclusory statement. It really doesn't add anything to
19 the original complaint.

20 Paragraph 8 of the new complaint is really 9 and
21 10 combined from the original complaint. Paragraph 9 of
22 the amended complaint, second sentence, "She secretly left
23 home several times," etc. And then in that next sentence,
24 "Plaintiff Joseph was unaware of extramarital activity
25 committed by Liling." That's new, but the rest of it's

1 not.

2 Go to paragraph 11 of the new complaint. That is
3 mostly new language, paragraphs 11 and 12, but the issues
4 in there, adultery by Liling, which is really -- the
5 divorce wasn't granted on the grounds of adultery, even if
6 she committed it -- pornography, that there were some
7 pornographic pictures, and the lack of domestic abuse that
8 are referenced in paragraphs 11 and 12, all of those were
9 brought up in the original complaint and really don't
10 affect any of our grounds for dismissal.

11 Paragraph 13 was paragraph 15, in essence, in the
12 original complaint.

13 Then if you go to page 6 of the amended
14 complaint, paragraph 15, the only thing added to that was
15 the last sentence. "The Family Court, a pendente lite
16 order," etc.

17 Paragraph 17 of the new complaint, the language
18 is changed a little, but in substance it's the same as
19 paragraphs 18 and 19, talking about she had a boyfriend
20 and, you know, the daughter reported to that. That doesn't
21 have anything really to do with the grounds.

22 What is new in paragraph 18 -- let's see. Well,
23 "Plaintiff was jailed numerous times in 2010 until the
24 divorce case was settled between Defendant Liling and
25 Plaintiff's mother without Plaintiff's knowledge or

1 consent." That is, in essence, paragraph 21 of the
2 original complaint. He does allege that -- in the original
3 complaint the defendants used false accusations to have him
4 arrested and put in jail repeatedly from March 2010 until
5 September 2010, so it's really just a re-paraphrase of
6 that.

7 19, as far as I can tell, is new, talking about,
8 again, this alleged adulterous relationship, which didn't
9 have anything to do with the grounds for divorce. And I
10 don't know what it really has to do other than he's
11 alleging it covered up -- they were covering it up somehow.

12 Let's see. 20's not new. 23, at the bottom of
13 page 8, the sentence that starts on that page, "Defendant
14 Liling's adultery and pornography," to the end of that
15 paragraph's new. But that's again irrelevant to our motion
16 grounds.

17 24 is new. The fabricated charges have been
18 dismissed. He expects the remaining charges to be
19 dismissed. I'm paraphrasing. That is new.

20 And then the only other new thing is on page 11,
21 the heading he's got toward the bottom, "Breach of
22 prenuptial agreement," and that's clearly a matter within
23 the exclusive jurisdiction of the Family Court. He alleges
24 in there that these defendants somehow stole the original
25 prenup out of his papers that he admits -- which is -- I

1 don't really understand, 'cause that allegedly happened
2 after -- the burglaries allegedly happened after the
3 divorce decree, but he admits that during the divorce, in
4 his allegation, that he had a copy of the prenup. But
5 there are a couple of grounds for that.

6 First of all, there was a copy available and the
7 court could have considered that. And, in fact, there was
8 no real equitable division between Mr. Sun and Ms. Sun.
9 The property -- the money that was paid was paid was paid
10 by his mother.

11 So that was settled, as you can see, from the
12 divorce decree. Then they went on with some child custody
13 issues through some more testimony and then they settled
14 the child custody issues.

15 So there are a couple new allegations in here,
16 some new language, some combinations, and then his breach
17 of a prenup, but in essence all the material allegations of
18 the amended complaint are contained in these original
19 complaints, so we don't feel like it should affect the
20 grounds on which this case should be dismissed.

21 MR. SUN: Uh --

22 THE COURT: Yes, sir.

23 MR. SUN: Your Honor, I'd like to really talk
24 some because, you know, so far I -- because counsel kept
25 dwelling on the 10 percent of the issue that could possibly

1 overlap the Family Court. But 90 percent of the issue and
2 facts has nothing to do with Family Court.

3 For instance, liable and slander is not --
4 counsel said -- seemed to think or claims that it was the
5 fact of contempt. It's not contempt. And it was done
6 during the time I was in jail for contempt.

7 And they wrote letter to other people. They told
8 the police officers, they told other lawyers, including my
9 lawyer and other lawyers. I've forgotten his name now. He
10 called sequestrator.

11 MR. BAKER: Thad Vincent.

12 MR. SUN: Thad Vincent, yeah.

13 MR. BAKER: Was the sequestrator.

14 MR. SUN: No. Is that Thad Vincent?

15 MR. BAKER: He was the sequestrator.

16 MR. SUN: Okay. Yeah, Thad Vincent and other
17 people. You know --

18 THE COURT: But, I mean, is what you're saying is
19 these are the individual defendants here in the course of
20 their business as representing your ex-wife, wrote certain
21 letters and made certain representations about you to third
22 parties? Is that essentially what you're saying?

23 MR. SUN: Yeah. But those letters did not --
24 they're not filed in court. I know judicial proceedings
25 are absolutely privileged, you know, and that's not

1 slander.

2 THE COURT: But this wasn't --

3 MR. SUN: They were mailing -- they were sending
4 it to different people.

5 THE COURT: But none of this was independent of
6 their -- I don't think you've alleged or said --
7 independent of their connection with your wife. I mean,
8 their connection with your ex-wife, their entire connection
9 with your ex-wife was through CODA. They weren't friends
10 from long ago or anything like that?

11 MR. SUN: I have no idea. I don't know. But the
12 thing is --

13 THE COURT: But you haven't asserted anything
14 like that. I mean, I think what you've asserted in here is
15 these individual defendants came in contact with your ex-
16 wife through CODA, through her contacting CODA; is that --

17 MR. SUN: Right, uh-huh.

18 THE COURT: -- the best of your information?

19 MR. SUN: That's why CODA's involved.

20 THE COURT: Okay.

21 MR. SUN: Because, Your Honor, I need to go
22 through my amended complaint and my affidavit, and then my
23 response which deals with the law that I -- you know, the
24 way that I present this case right now has not been one
25 that I could reclarify all the issues that I am -- that's

1 in my complaint.

2 First of all, the -- well, I was going to go over
3 the amended complaint.

4 THE COURT: Here, I've got --

5 MR. SUN: That's what I want to know.

6 MR. DANIEL: You can use that. I'm missing -- I
7 just noticed I'm missing page 7 or one of the pages is
8 missing in the one I have.

9 THE COURT: When you get to that page, let me
10 know and I'll hand you mine.

11 MR. DANIEL: Yeah. Sorry.

12 MR. SUN: Okay.

13 THE COURT: First of all, let's talk about this.
14 In your amended complaint you attempt to bring your ex-wife
15 back into this; is that correct?

16 MR. SUN: Well, because here another thing too.
17 The dismissal is on appeal right now and I'm very positive
18 that it will be reversed, mainly because of what I'm going
19 to present to the court later on in this hearing, okay. I
20 haven't even begun yet my response to their motion because
21 somehow I believe they are very successful so far in
22 distracting the Court to think that everything is done
23 within the jurisdiction or their representation of my
24 ex-wife as a divorce counsel.

25 But number one, writing those letters to all the

1 different people calling me a criminal, that is not
2 necessary or even part of the litigation.

3 And then, of course, burglarizing. And I also
4 did burglary, if you read my affidavit. And the sheriff
5 deputy also saw it too. There were electric grinders and
6 sledgehammers and crow bars. That's how they bust my safe.
7 If you look at the sheriff's photograph, it's a heavy
8 Century safe. It was broken in two halves. And it was
9 done by -- my ex-wife is not a strong woman. And she told
10 me, through my daughter, that Christine Varg was with her.
11 And that is not a man they hire.

12 They were going to take my whole safe through the
13 gate, but the gate was locked, out the lot. 'Cause it's a
14 four-acre lot, so they need that man to help them to take
15 it out. But they could not pry it off the stud. I got a
16 half-inch bolt to bolt the safe into the floor.

17 But they were grinding and prying and everything
18 on that safe. And if you look at the -- I don't have
19 another copy of it -- it was in the sheriff's report. And
20 it was not done by my ex-wife. My ex-wife is not a strong
21 woman.

22 Christine Varg was much taller and that man, of
23 course, is who they hire. I don't know where they hire
24 from.

25 THE COURT: I guess I'm trying to find these

1 allegations you're discussing now.

2 MR. SUN: Okay.

3 THE COURT: All right. Paragraph 21 of your
4 proposed amended complaint, defendants, you name them,
5 under the guise of defendant CODA, fabricated lies of
6 harassment, etc.

7 MR. SUN: Right. And now, of all those charges,
8 okay, I have been acquitted, for harassment and -- unlawful
9 phone call I was convicted, but it's on appeal. Mainly
10 because they -- the only evidence in that phone call was I
11 called my daughter -- not my ex-wife, my daughter -- for
12 visitation 'cause I didn't know that I going to pick her
13 up.

14 THE COURT: I think you --

15 MR. SUN: But my wife's -- my ex-wife said it
16 was --

17 MR. BAKER: He's referring to pages 10 and 11,
18 Your Honor, starting with paragraph 28 of the break-in
19 allegation.

20 THE COURT: There it is. Break-in and burglary.
21 Okay. Thank you.

22 MR. BAKER: Sorry. I just wanted to --

23 THE COURT: That's all right. I appreciate it.

24 MR. SUN: Well, I don't know what -- maybe you
25 can educate me. What are you talking about? I don't --

1 MR. BAKER: Page 10. It's your amended
2 complaint, page 10, paragraph 21.

3 MR. SUN: Page 10? I look at page 8. That's
4 what I want --

5 MR. BAKER: I'm looking at what was attached to
6 your motion of December 15th, 2011.

7 MR. SUN: Right. My amended complaint. Oh, we
8 talking about the -- Your Honor, what page are you on now,
9 because I want to --

10 THE COURT: I'm on page 10, paragraph 28.

11 MR. SUN: Okay.

12 THE COURT: You were addressing the burglary.

13 MR. SUN: I thought you were talking about
14 paragraph 20, 21 and 22, so that's why I was -- that was
15 from page 8. All right. You're on 28.

16 That's right. They break in my Knowles Island
17 house where I was staying there. That's my mother's house.
18 It's titled in my mother's name. Okay. I have no right to
19 that house, okay. If they steal the house, I have no right
20 to it. But what they stole was my property -- because my
21 mother's in Canada. She's 90 years old. I was the
22 occupant of the house. I actually pretty much leased the
23 house from my mother because I promised to do certain
24 things in exchange for, you know, living in the house, so
25 the right to stay in the house.

1 100 percent of the content of the house is mine.
2 The shell of the house belong to my mother. And they broke
3 everything. They know it too. That's why they broke in
4 there through a back window. They tore up the back window,
5 the screen. And all the sheriff's photograph in their
6 report can show the back door -- the back window where they
7 climbed in.

8 And then they stole a large key box. Inside it
9 has key to her car that she was driving, additional key,
10 and also a key to my car too. The extra key to my car. In
11 other words, the car I'm driving now, she has an extra key
12 to it. And she also had the title to it too.

13 THE COURT: I'm listening. Go ahead.

14 MR. SUN: And it is in the hands of CODA because
15 after the break-in, Ms. Matyushevski brought the title to
16 the other Toyota to my lawyer, Ken Tootle, asked him to
17 execute it so that, you know, the car would be in my
18 ex-wife's name so she can use it, 'cause at the time I
19 refused to do it because I said it was my mother's car. I
20 have no right to sign over to her, even though I have the
21 power of attorney for my mother.

22 Because the items somehow ended in CODA's office.
23 And also, too, the police report said Christine Varg knew
24 that my ex-wife had the property, had the items. How would
25 she know if she didn't -- if she wasn't a part of it?

1 Because it's just like counsel here, you know, if their
2 client did something right now somewhere else, they
3 wouldn't know it.

4 So that's where the conspiracy come in.
5 Actually, it was not -- it was not even a "don't know"
6 situation. It was a conspiracy because Matyushevsky -- the
7 counsel Matyushevsky advised my ex-wife that, hey, you can
8 lie and claim that it's marital property. Don't worry
9 about where it is, you know, because you lie and say it's
10 marital property, you can break in. That's what they did.

11 And so there were so many lies and cheating in
12 this whole case that it's unbelievable. Because, for
13 instance -- well, I ought to go back to the temporary
14 hearing where that order came in.

15 Ms. Matyushevski, I moved for continuance because
16 I was just -- I just got a complaint the day before. And
17 Ms. Matyushevski flag a certified mail receipt that say,
18 Your Honor, I got a receipt here showing that he received
19 it. It's almost a month ago. But that was the complaint.
20 It was not the notice of hearing. And so my motion to
21 continuance was denied.

22 Okay. You can say, well, that is in a divorce
23 case Family Court matter, jurisdiction. It's over now.
24 But because of that the prenuptial agreement was cover up.
25 All her adultery, all her -- it was not cover up because of

1 the temporary hearing, it was cover up because their
2 repeated arrests and imprisonment of Joseph Sun with a
3 bunch of lies. And so, therefore, Judge Armstrong didn't
4 even know anything about prenuptial. Of course, he could
5 if he flipped over the whole -- the file in the divorce
6 case was about one foot thick. He didn't flip through it,
7 okay. So he didn't even know about the -- there was no
8 mention of the prenuptial agreement.

9 THE COURT: Well, did your lawyer have the
10 prenuptial agreement?

11 MR. SUN: No, no. Because he -- I was in and out
12 of jail a lot in 2010. My lawyer came by and see me only
13 twice.

14 All right. Wait, there's a whole bunch of other
15 stuff yet.

16 MR. BAKER: Your Honor, he says in paragraph 33,
17 the very last sentence, that a copy of the prenuptial
18 agreement was presented at the temporary hearing on June
19 25th, 2010.

20 MR. SUN: That's right, that's right. It was
21 presented there.

22 THE COURT: Okay.

23 MR. BAKER: Well, the court --

24 THE COURT: They had it then if it was presented.

25 MR. SUN: It's in court. They filed in court,

1 but like I told you, Your Honor, the file is one foot --

2 THE COURT: I believe it.

3 MR. SUN: They -- nobody could find it. Nobody
4 knew about it unless I or my lawyer, who only came to see
5 me twice, talk about it or ask the judge to consider it.
6 But nobody did. That's exactly what the fraud is, Your
7 Honor, I'm referring to is by putting the witness -- that's
8 obstructing justice, really. By putting the witness in
9 jail with a bunch of lies, then they cover everything. The
10 adultery, because there was no abuse anyway. He met in the
11 final hearing later on --

12 THE COURT: Well, let me suggest this for a
13 moment, and I'll let you -- if you've got more, I'm happy
14 to hear from you, but I think I have the gist of your
15 argument. So let me ask the defendants this question: If
16 this amended complaint said nothing more than -- and I
17 think in here it sort of says this -- but assume for the
18 moment it, within the four corners of the complaint,
19 alleged that citizens of CODA, Varg and Ms. Matyushevsky,
20 trespassed on this property in Knowles Island, and
21 converted certain items -- because it appears that in here
22 part of this at least is sort of a trespass and conversion.
23 It's called burglary and it talks about stealing things.
24 But in essence it's -- we've got conspiracy, break-in, and
25 burglary, the plaintiff's home at Knowles Island, is

1 essentially the allegation there. And dealing only with
2 that, and if that were the only paragraph here, those are
3 asserted to have occurred after the final order in this
4 case. And I guess I'm curious what the defendants'
5 position, if in fact -- again, assuming well-plead facts to
6 be true and assuming that that's what we're dealing with, I
7 guess I'm interested to hear what the response is there,
8 because the part that I'm thinking the most about I guess
9 is that part.

10 MR. BAKER: Your Honor, and you're correct. You
11 have to take the well-pleaded facts as true. But I think
12 the point is it's still within the jurisdiction of the
13 Family Court because the issue of property taken that was
14 not hers, that was his instead, from whichever house -- it
15 doesn't matter if it was a marital house or some other
16 house, if it was -- you know, there's a dispute as to
17 whether it's his property or her property. That was before
18 the Family Court. And it was after the divorce decree that
19 the court took supplemental jurisdiction when he, Mr. Sun
20 -- and you can take judicial notice of the Family Court
21 pleadings -- he filed a rule to show cause. He and his
22 lawyer attached to the rule to show cause the items
23 allegedly taken from the Knowles Island house. And the
24 court ruled that she should give back the things that are
25 in the Knowles Island house.

1 Whether they were taken by her, or by her and a
2 combination of our clients, as he's apparently alleging,
3 even if that's true, it was in the jurisdiction of the
4 Family Court.

5 Now, if he says now that some of the items
6 weren't in her -- Ms. Liling Sun's apartment, as the court
7 ordered could be searched for those, and he wants to go
8 back to Family Court to follow up on this order and say,
9 well, they must be somewhere else, in CODA's, he well can
10 go back and try to get the Family Court to order that those
11 items be looked for, but it was still within the
12 jurisdiction of the Family Court --

13 THE COURT: And I guess --

14 MR. BAKER: -- would be our position.

15 THE COURT: Well, I guess what gives me pause is
16 Ms. Matyushevski -- neither Ms. Matyushevski nor Ms. Varg
17 were parties, of course, in the Family Court action, for
18 obvious reasons and, therefore, I guess I'm wondering
19 whether or not the issue of the alleged trespass and
20 conversion was dealt with as to them in the Family Court.
21 And again, I guess what I'm imagining, because there's a
22 whole lot in here -- a whole lot that I'll tell you right
23 now, Mr. Sun, I'm not going to agree to amend your
24 complaint to add -- were you trying to add your ex-wife
25 back in or not? No?

1 MR. SUN: (Nods head affirmatively, no verbal
2 response.)

3 THE COURT: Yes, you were. I'm not going to --

4 MR. SUN: Well, of course, I had to wait till,
5 you know, the Court of Appeals.

6 THE COURT: And if they speak, so be it.

7 MR. SUN: Right, okay.

8 THE COURT: But as far as I'm concerned, I'm not
9 going to do it.

10 MR. SUN: Okay. Yeah, I agree with that, Your
11 Honor.

12 THE COURT: I'm not going to -- I think the
13 defamation causes of action are inappropriate and not --

14 MR. SUN: Your Honor, could I --

15 THE COURT: Well, hold on a second.

16 MR. SUN: Okay.

17 THE COURT: I mean, some of these, I don't know
18 if they have anything to do -- cover up of adultery and
19 pornography committed, I don't even know if those are
20 asserted against these defendants. To the extent they are,
21 I'm going to dismiss them.

22 It's the Knowles Island case -- well, I guess
23 there's a Bluffton issue too with regard to -- well, that
24 occurred during the -- December 5th, 2010. When was the
25 final divorce again?

1 MR. DANIEL: See, Your Honor, this order
2 post-dates the divorce decree. But the final -- October
3 was the final --

4 MR. BAKER: I think there are two answers to your
5 concerns, Your Honor. The first is in the memorandum. We
6 cite some case law that says the lawyers would be
7 considered to be in privity with their clients for purposes
8 of res judicata and collateral estoppel. And in addition,
9 that's exactly why the Gaar case is there. Because it's
10 easy for anybody to allege that the lawyer talked the
11 client into doing it. But --

12 THE COURT: Well, of course, the difference may
13 be -- and I'm happy to be educated on this -- it's one
14 thing -- and again I'm not stating any of this happened,
15 but it's asserted that it happened -- it's one thing to
16 advise a client to do something, it's another to
17 participate. The allegation is there was participation.
18 Whether that occurred or not, whether it's wrong or not,
19 I've got no idea.

20 But, I mean, if I'm just looking to the four
21 corners of the complaint, and what's asserted is there was
22 not just a device, there were not just documents prepared
23 and things filed, but there was actually climbing in the
24 car and going somewhere to commit what's asserted to be a
25 wrongful act. I mean, I guess I'm curious whether or not

1 somewhere in this case law that's dealt with.

2 MR. BAKER: I would say not that specific thing.
3 As I heard him, however, it was not alleged that Ms.
4 Matyushevski was --

5 THE COURT: It was Ms. Varg. You assert -- now,
6 let me make sure I understand your complaint. You allege
7 and assert that Ms. Varg accompanied your ex-wife to assist
8 in this Knowles Island, what you've described as a
9 burglary.

10 MR. SUN: Can I --

11 THE COURT: Yes, sir. Go ahead.

12 MR. SUN: -- clarify? Okay. Yes, that's true.
13 But here is where conspiracy issue comes in, and that is
14 Ms. Matyushevski advised them. Because I know that why --
15 of course, I don't know exactly what -- how she advised it,
16 okay. But when I took -- when I called police and the
17 deputy came, and of course they took a report. Now, that's
18 what the report is, Your Honor. You had a copy of that.

19 THE COURT: Uh-huh. It's here somewhere.

20 MR. SUN: And if you look at the whole thing --
21 and also the pictures. There's photographs too, yeah. She
22 took photographs. Those pictures were not taken by me,
23 those photographs -- although, I think some of those are my
24 handwriting, but the photographs were taken by the police,
25 by the deputy.

1 They investigated. So they called my ex-wife. I
2 give them my name and of course I gave them -- I give them
3 the name -- not the name, but the phone number of my
4 ex-wife and also CODA. And so my -- the deputy called CODA
5 and called and talked to Christine Varg, too, the
6 defendant. And that's how she know about her involvement.

7 And then of course my ex-wife told -- indicate to
8 my daughter that there were a bunch of people involved.
9 Because how could my little -- she could not use crowbar.
10 And if you look at the photograph of those -- it's a
11 Century safe. I can hardly pick it up to move it out of
12 the house.

13 And if they can tear it up like that, there was a
14 man involved too.

15 And, you know, how can you say that is within the
16 jurisdiction of a divorce court and all that to do all this
17 stuff, you know.

18 And then the property that she had. Now, look,
19 if Ms. Matyushevski was not involved in it, then why did
20 she take that stolen car title and gave it to my divorce
21 lawyer and ask him to sign it; you know? Not ask him to
22 sign it, have him let me sign it so that my ex-wife can get
23 her own title to the car, which she did, you see.

24 THE COURT: But you --

25 MR. SUN: She's behind everything.

1 THE COURT: But you --

2 MR. SUN: She's behind everything.

3 THE COURT: Now, the only person, though, that
4 you assert broke into the Knowles Island house is Ms. Varg;
5 is that correct?

6 MR. SUN: Yeah, the actual physical break-in,
7 yes.

8 THE COURT: Okay. Anything else would have been
9 advice is what --

10 MR. SUN: Advise conspiracy.

11 THE COURT: -- you assert?

12 MR. SUN: It's conspiracy. That's what
13 conspiracy is. I mean, you know, conspiracy is an
14 agreement to do certain bad thing, and there was an
15 agreement. Because after she -- after they stole the stuff
16 from my safe -- it full of stuff. It full of all kind of
17 document. Ms. Matyushevski took it, gladly took it. And
18 she probably still got all my stuff. Savings bonds, all my
19 car title. I have title for my construction machine that
20 were there. It's a whole stack of stuff. And the
21 prenuptial too.

22 I'm going to talk about the prenuptial in just a
23 little while.

24 THE COURT: Well --

25 MR. SUN: The prenuptial is strict -- the

1 prenuptial --

2 THE COURT: Well, I guess I'm curious. You say
3 the prenuptial is in the Family Court file. That's
4 directly below us in a file cabinet. If you want that, you
5 can go get that right now.

6 MR. SUN: But I know. But the thing is, there
7 are many case that I don't have with me now. A breach of
8 prenuptial agreement is a matter in the Court of Common
9 Pleas, not in Family Court.

10 Please, if I could -- but it might take too much
11 time for me to look for it.

12 THE COURT: No, I mean -- but I don't know if
13 that matters here today. I mean, what you're discussing is
14 in certain cases a prenuptial agreement removes the
15 jurisdiction of the Family Court, and states that certain
16 property won't become marital property. I'm familiar with
17 what you're talking about.

18 MR. SUN: Okay. But let me --

19 THE COURT: But your Family Court case apparently
20 came and went without that prenuptial agreement being a
21 factor.

22 MR. SUN: Because it didn't go. It came, I filed
23 it, like counsel aware of. I submit it to the judge in a
24 temporary hearing, and the judge just put it away, okay.
25 There were different judge for --

1 THE COURT: All right. But let me make sure I
2 understand what you're talking about. Today we're talking
3 about this asserted burglary. This occurred after the
4 divorce. If you were going to use the prenuptial
5 agreement, you would have used it at the opening of the
6 case. You're claiming it was -- it was converted or stolen
7 after the case was over.

8 MR. SUN: No. But you see -- but then after I
9 submit it to the judge, it was completely buried and nobody
10 talked about it again.

11 THE COURT: Well, that's --

12 MR. SUN: And see, because --

13 THE COURT: But you're not asserting that was any
14 of the defendants here's fault.

15 MR. SUN: Uh-huh, it is. I tell you why.

16 THE COURT: Okay.

17 MR. SUN: Because they put me -- they use the
18 jail as their method of incapacity.

19 THE COURT: But you were rep --

20 MR. SUN: You're incapacitating the witness.

21 THE COURT: But you were represented in Family
22 Court.

23 MR. SUN: Well, I -- yeah, I was.

24 THE COURT: I mean, according --

25 MR. SUN: Well, I was represented.

1 MR. BAKER: Well, that's from the beginning.
2 About halfway --

3 MR. SUN: I was pro se.

4 THE COURT: Well, let's do this. Because
5 honestly --

6 MR. SUN: It is very confusing I know, Your
7 Honor, because I need to --

8 THE COURT: No.

9 MR. SUN: I need to really somehow continuing to
10 clarify everything, you know, let me have a chance to
11 straighten out everything.

12 THE COURT: Okay.

13 MR. SUN: 'Cause right now it is kind of
14 confusing because --

15 THE COURT: Well, it's becoming more clear to me.

16 MR. SUN: Counsel somehow put -- no. No, because
17 somehow they took the 10 percent of the facts that could
18 possibly be involved in Family Court and made their case.
19 But the other stuff is not even talked about, you know.
20 Well, not talked about, but it twisted.

21 For instance, the -- well, should we talk -- let
22 me tell you about -- and can we go ahead and finish up the
23 burglary issue first?

24 THE COURT: Yes, sir. Go ahead.

25 MR. SUN: All right. After the burglary --

1 actually, there were more than one time, okay, because my
2 daughter, who's only 10 years old, was not in the first
3 one, because the first one was involved with some violence,
4 you know, busting everything.

5 The second time was just her and my ex-wife. Of
6 course, I don't know, you know, I don't believe Ms. Varg
7 and Matyushevsky was with her then, so you can say they're
8 not involved. But somehow they -- because they advise her
9 to get certain things, and also they are protected because
10 they allege marital property so you can go in -- you know,
11 go inside. So they went again from the back door, going
12 through the window, again climbing through the back door.
13 And even my daughter, my ex-wife had to pull her out from
14 the window, from the backdoor window inside the house to
15 steal things.

16 So all the multiple burglary, they have all that
17 stuff. I don't -- I can't even remember what I lost
18 because my safe was all full of stuff and I have not
19 returned -- I have not gotten back one thing yet, you know.
20 They hid everything somewhere. This court order allow --
21 the May 25th court order, the judge allow my ex-lawyer, my
22 former lawyer and his secretary to go in there to inspect.

23 THE COURT: All right. You've told me that.

24 MR. SUN: They only found maybe three or four
25 things. The majority of things not there. But my daughter

1 has seen some thing in CODA's office, such as those
2 painting. They got some antique painting in -- that I have
3 at the Bluffton house. All right, the key box too. There
4 was a key box.

5 And, therefore, CODA cannot say that they had
6 nothing to do with it because if my ex-wife was able to go
7 pro se, she wouldn't have done that. She wouldn't have --
8 she wouldn't have the guts to climb in, break-in somebody's
9 house. It's not her house. And the property inside, none
10 of the property is hers. And also she wouldn't have the
11 physical strength to bust the safe.

12 And then after that she wouldn't know what to do
13 with that title anyway. What's inside the safe that is --
14 and also prenuptial too. I had the original prenuptial in
15 there. The only thing that was filed in court in that
16 temporary hearing was a copy, a bad copy.

17 So it has to be by the advice -- well, I -- that
18 would be conspiracy. Advising somebody to, hey, you can go
19 and do certain wrongful thing and you okay and all that.

20 THE COURT: All right. Tell me when you're done.

21 MR. SUN: We're done with that burglary issue.

22 THE COURT: Okay. Tell me any other issue that
23 you'd like to tell me.

24 MR. SUN: And then about all these thing about
25 adultery, the fraud issue, okay. The fraud issue. The

1 whole case is fraud because I'm a nice man. I don't -- I
2 don't violate court order, and neither do I burglarize
3 somebody's house, or trespass or harass anybody. And maybe
4 that's why my, you know, harassment was dismissed.

5 And also too, the -- well, anyway. We don't want
6 to -- I don't want to sidetrack.

7 But the fraud is they were able to put the
8 witness in jail with a bunch of lies such as those
9 malicious charges and cover up everything. The adultery,
10 the pornography, and also my -- there a bunch of other
11 stuff anyway, you know. You can say that's a Family Court
12 issue, but those are property -- those are damage issue.

13 I explain why. Because I'm sure Your Honor is
14 aware that if the judge -- I mean if the ex-wife is guilty
15 of adultery and different type of wrongful act such as
16 pornography, she would not be able to award any property.
17 The property because it is Family Court or it is domestic
18 law of the state that if she caused the marriage to break
19 up, the party caused the marriage to break up, would not be
20 entitled to any property award, distribution.

21 THE COURT: That's not the law of South Carolina.

22 MR. SUN: Well, I can cite it to you, really,
23 Your Honor.

24 THE COURT: That's okay. But that's not really
25 before the court, but equitable distribution is based on --

1 MR. SUN: (Unintelligible)

2 THE COURT: Okay. Go ahead.

3 MR. SUN: Well, same thing about custody too. If
4 the ex-wife is involved in -- see, by covering up they
5 caused me -- and also the settlement with my mother. There
6 was no settlement. My mother -- they harassed my mother so
7 much because she know her son is in jail again for nothing,
8 'cause she knows I don't do any bad thing.

9 And then she knew that the house was hers so they
10 couldn't -- my ex-wife had no right to the house.

11 No, I'm sorry. Your Honor, I misquoted awhile
12 ago about the law. About the --

13 THE COURT: Well, that's okay. That's not what
14 today's about. I just --

15 MR. SUN: About what I --

16 THE COURT: Just thought I'd --

17 MR. SUN: What I thinking -- what I was thinking
18 custody really. Custody. If you adultery and involved in
19 some indecent act, you would not have custody and not --
20 property depends on whether you have contributed to the
21 purchase, acquiring and so forth.

22 THE COURT: Of course that's all beyond the scope
23 of today.

24 MR. SUN: I misstated. But anyway -- no, it's
25 not, because of the fraud that they do -- they did with my

1 malicious prosecution and imprisonment, they were able to
2 cover up all those bad acts of my ex-wife and achieve
3 monetary gain. Including harassing my mother. 'Cause my
4 mother was helpless. I couldn't even tell her. I couldn't
5 even talk to her.

6 I was in and out of jail about four or five
7 times, because each charge -- and I don't have the charges
8 in front of me now, but the harassment, possession of
9 burglary tools, unlawful phone calls. You know, each one
10 of them is one arrest. I was in out of jail in 2010.

11 I could not talk to my mother about, hey, you
12 know, the house is yours. And Mr. Tootle, yes, it was my
13 mother's lawyer, but my mother doesn't speak English, so
14 their communication is almost none. And my mother -- for
15 the few times I was able to talk to my mother, she didn't
16 know what's going on. She didn't know what Ken Tootle was
17 talking about. That was the situation where they were able
18 to achieve -- threaten my mother. By the way, my mother
19 collapsed.

20 And I'd like to go through my affidavit and then
21 my response which I will explain why I'm still entitled to
22 relitigate the issues, okay.

23 THE COURT: Well, when you say "relitigate the
24 issues," you're talking about the Family Court issues; is
25 that correct?

1 MR. SUN: No. Family Court only involved two
2 issues. One is divorce and one is the property. That's
3 all anyway.

4 Family Court cannot award damages, and I'm sure
5 Your Honor is well aware of that. I'm asking for damages.
6 I don't care -- you know, and this is why Judge Armstrong
7 did not want to hear it because we were asking -- my
8 lawyer, at that time he mentioned a little bit about it,
9 'cause we were asking for damages such as the safe. Who's
10 going to pay for that safe? It's not much money. It's
11 only about \$200, but still.

12 But what about all these other thing that she
13 did, you know? And my savings bonds too. She had a whole
14 stack of my savings bonds that I accumulated way before we
15 got divorced. Actually, she can't cash it anyway. I don't
16 know why she took them anyway. You know, the savings bonds
17 are in my name. But just for malicious reasons.

18 MR. SUN: All right. Get back to the fraud.
19 They were able to put the witness in jail and that's
20 obstructing justice if it's in the criminal world. You
21 know, if there's a crime -- if somebody -- if a witness to
22 the O.J. Simpson case, and if somebody with O.J. Simpson
23 would lock up this person and so that he won't testify or
24 present any evidence in court, that's obstructing justice.

25 Now, I was not able to say anything. I filed a

1 lot of stuff in court, too, when I was in jail. The judge
2 said no, you cannot file anything because you have Mr.
3 Tootle. And Mr. Tootle only came by to see me twice
4 because I had no money to pay him from jail.

5 So, therefore, we're in a deadlock. I had no
6 place to turn to. I kept staying in jail. And finally I
7 petition for supercedeas to the Court of Appeals myself.

8 THE COURT: Okay.

9 MR. SUN: And that's how I got out.

10 Now, if I may, I'd like to -- 'cause I know I
11 filed a response to their motion to dismiss and nobody even
12 read it yet, Your Honor.

13 THE COURT: Well, I'm happy to read it if you
14 want to give me a copy.

15 MR. SUN: I did give you a copy.

16 THE COURT: You gave me a copy? It's up here?

17 MR. SUN: The first thing, yes, uh-huh. I think
18 I might have lost my copy. Oh, here it is.

19 Well, that's okay. First paragraph one, that's
20 okay. They didn't -- I thought they were going to argue
21 something twice, but they didn't.

22 The court has subject matter jurisdiction in this
23 case and Family Court does not have subject matter
24 jurisdiction and the award of damages. There are a lot of
25 damages. Because, first of all, the fraud involved,

1 because they got me out of my mother's house when they had
2 no right to.

3 For 18 months -- because you got to look at my
4 affidavit.

5 THE COURT: Well, I have your response. Your
6 affidavit is here somewhere?

7 MR. SUN: I have -- for 18 months, I had to pay
8 motel and sometimes I have slept in my truck too. I spent
9 a lot of money on motel, renting temporary quarters that
10 probably amount to several thousand dollars..

11 THE COURT: I'm looking at your affidavit of
12 December 20th, 2010. Is that the affidavit?

13 MR. SUN: No, no. This is the one that's --
14 well, Your Honor, you know, I didn't know that they -- the
15 whole file was --

16 MR. DANIEL: Here's the March 9th. Is it March
17 9th?

18 MR. SUN: Yeah, March 9th. Yeah. Okay. You
19 assuming all entitled to is saying that amended complaint
20 is all true and correct. Okay.

21 And then I talk about the fraud they commit at
22 the temporary hearing, okay. That's old. We can say
23 that's old because, you know, that's in the Family Court.

24 But there were no appeal or reconsideration
25 available because I was not represented by a lawyer and

1 also I was in jail.

2 After the hearing, I was homeless for 18 months,
3 okay. So there are damages. I'm claiming that my damages.
4 Now, Family Court will award -- even if they side with me,
5 which there's no way they could -- that's not even heard
6 anyway. That's not been heard.

7 Because the issue of forgery of the court order
8 was dealt with in Family Court.

9 MR. DANIEL: Your Honor, he keeps referring to
10 being put in jail for a pretty long -- I don't know about
11 all the different, 'cause he hasn't outlined the different
12 times he's been in jail in his complaint. But Exhibit D, I
13 just wanted to point out for the Court, it looks like the
14 longest stint he was sentenced to two six-month sentences
15 to be served consecutively. If you look at our memorandum
16 Exhibit D --

17 MR. SUN: That was --

18 MR. DANIEL: -- at page 3 there. And what
19 happened was he had returned to the Bluffton home after
20 being ordered by the Family Court not to do so because
21 Liling Sun was -- the court had ruled that she would be
22 allowed to reside there and that he was not permitted to go
23 there. He wrote there were broken -- there were pieces of
24 broken glass that were found in his wife's -- inside his
25 wife and his child's clothing and a note written in Chinese

1 that was pinned to her mattress that said "you die."

2 If you look at page 3, sheriff's deputies, I
3 believe, found him at the residence at the time, on March
4 17th, 2010, hiding in the garage. And he gave a videotaped
5 confession after being questioned.

6 And judge -- it looks like if you look at this,
7 if you read the entire order, Judge Armstrong reviewed that
8 video. And so that was --

9 MR. SUN: Your Honor --

10 MR. DANIEL: -- put in jail for about 18 --

11 MR. SUN: -- this is exactly what I'm talking
12 about. He's reading something that is not under oath and I
13 don't know where he got it from. That's not true.

14 THE COURT: Well, he's reading an unappealed
15 court order apparently.

16 MR. SUN: Huh? No, I don't think so. There were
17 no Court of Appeals order.

18 MR. DANIEL: It's Exhibit D to my memorandum,
19 sir.

20 MR. BAKER: The order of the Family Court, filed
21 June 21st, 2010.

22 MR. SUN: Yeah. But that Family Court order's on
23 appeal. That's what I said. None of those can be relied
24 on, Your Honor, because it's not true. I have not -- glass
25 and "you die" in Chinese. I can't even write Chinese

1 anyway. Those are all fabricated. This is exactly where
2 the fraud is, Your Honor.

3 THE COURT: Well, the fact is that order, and
4 whether or not it's on appeal and whether or not it
5 happened, you know, I guess what I'm trying to do is narrow
6 down the issues that we've got before us today.

7 MR. SUN: Well, I'm -- can I continue and --

8 THE COURT: What -- give me just a rough time
9 frame. Because if you were going to go on, I want to --

10 MR. SUN: Not too much longer.

11 THE COURT: I want you to tell me everything you
12 want to tell me, but at the same time I have other people
13 waiting in the hall.

14 MR. SUN: I know. I need to go through my
15 affidavit.

16 THE COURT: Well, the reason I say that is this.
17 If you've got another two hours to talk, I was going to
18 reschedule us to come back so you can be heard. If you
19 have a few more minutes, no problem, we'll try to finish it
20 today.

21 MR. SUN: It shouldn't be too long. But, Your
22 Honor I --

23 THE COURT: All right. Go ahead.

24 MR. SUN: I know -- I could just know that right
25 now we're off the wrong track. Because first of all, all

1 the facts are false. And then counsel relying on all the
2 court order that is either unjustified or is still on
3 appeal. Which what I'm saying is, you know, it could be
4 changed, the whole thing. Then if Your Honor dismiss this
5 case, then what we going to do? See what I mean?

6 When the Court of Appeals reverse a court order
7 that you relied on, then, you know --

8 THE COURT: So I guess the reason I'm -- that's
9 why I mentioned -- I'm not really relying on whether or not
10 there was glass in the clothes or --

11 MR. SUN: But that's exactly what he doing. He's
12 citing what Judge Mullen was -- said in her order.

13 THE COURT: Well, let's --

14 MR. SUN: And also that --

15 THE COURT: Let's move past that. I'm not going
16 to take any of that as precedent. You go ahead and finish
17 your argument.

18 MR. SUN: All right. During my several months I
19 was in jail, a number of relatives would call, letters and
20 so forth. That's paragraph 8 in my affidavit. Do you have
21 a copy of that?

22 THE COURT: I have your affidavit.

23 MR. SUN: Okay. That's the fraud against my
24 mother, okay. Now, you can say fraud against my mother, I
25 have no right to it. No standing. Okay. But the thing

1 is, in order to defraud my mother, they had to put me in
2 jail to defraud my mother. So I'm claiming -- I'm not
3 claiming my mother's \$75,000 right now. I'm claiming my
4 jail time and also my temporary quarters and everything. I
5 mean, there are damage I suffer because the fraud they
6 commit against my mother, Your Honor.

7 So they summarized -- Your Honor, they summarized
8 everything about -- just for instance, adultery and
9 pornography, well, you haven't suffered anything. There's
10 no damage to it, you know. It covered. The judge already
11 ruled the divorce based on one-year separation. That's
12 right. Because the judge was completely misled.

13 It's called fraud on the court because they were
14 able to put the witness in jail, and I was only talk to my
15 lawyer Tootle twice, which he came by and talked to me in
16 jail. And, you know, the final -- the first trial, the
17 first final trial I went to jail in handcuffs, okay. I
18 couldn't -- I don't have any document in front of me, I
19 don't have any exhibit, I don't have the prenuptial
20 agreement, I don't have nothing with me there.

21 And Mr. Tootle didn't know anything about a
22 prenuptial agreement because it was in a whole big stack of
23 paper in court. He didn't know where it was and we didn't
24 even talk about it anyway.

25 And then the second trial, the final trial --

1 there was two hearings. There were two hearings. The
2 first hearing I went there handcuffed and I went back to
3 jail afterwards.

4 And then the second hearing, I got out on
5 supercedeas by the Court of Appeals that released me.
6 Because that contempt was totally wrong because you don't
7 have a civil contempt -- well, I don't need to argue about
8 why I got out on the Court of Appeals anyway -- by Court of
9 Appeals.

10 The fact of the matter is, the only witness,
11 Joseph Sun, that's me, of all the wrongful thing that was
12 done that were caused by my ex-wife to my mother, to the
13 property, all that stuff that could change a situation on
14 custody and property division and so forth, the only
15 witness was in jail. And I suffered because of that
16 wrongful jail. That's what I'm claiming.

17 And they kept thinking that -- they distorted the
18 thing I'm claiming on adultery, on pornography. I'm not
19 talking about that. I'm not even talking about \$75,000 my
20 mother paid her. My mother died, too, because of that.
21 They harassed my mother so much that my mother collapsed in
22 Canada. She went in a coma. She 90 years old and high
23 blood pressure. She collapsed and she fell, and she was in
24 a coma.

25 And when she improved some, she decided she would

1 give my ex-wife \$75,000. She said, well, just give her
2 \$75,000, you know, leave me alone. And she finally died
3 several months later in the hospital. She never recovered.

4 But in the meantime, while they were doing all
5 that, I suffered a lot, both personal injury and monetary
6 damages. That is what I'm claiming.

7 Another thing, too, which is not on pleadings,
8 but the general, you know, damages has not been specified
9 yet. The bondsman, for instance. I got out on bond
10 several times for those malicious arrests and they cost me
11 money. There was several hundred dollar here and several
12 thousand dollar there. There were money damages that
13 Family Court has no jurisdiction to award damages. That's,
14 you know -- those case law is well known anyway.

15 Therefore, I brought all this to the Court of
16 Common Pleas right now, and I ask the judge, I beg the
17 judge to hear what I have to show, to prove. And, of
18 course, we haven't even gone through the discovery period
19 yet. The discovery gonna expose a lot of stuff.

20 I don't believe the court should shut me up right
21 now and say that everything belong to Family Court. It may
22 or may not, but in the meantime, Joseph Sun has suffered
23 and cost a lot of monetary damage.

24 Where am I going from here? Family Court is not
25 going to listen to me about the money I lost in motels and

1 cars, damages and so forth, you know. Family Court's not
2 going to award damages for a broken safe.

3 Or loss of consortium. I don't know. I'll have
4 to research that law of loss of consortium with my mother.
5 You know, I miss my mother. She wouldn't have died if
6 these people have not harassed her so much.

7 And then also, too, the liable and slander did
8 have to do with my reputation. You know, bad. Because,
9 first of all, I don't have a lot of money to hire a lawyer
10 and everything. That's why I'm pro se right now. But I
11 have tried to talk -- get representation. The lawyer,
12 somehow, they either heard it from somewhere from where
13 this CODA lawyer has written stuff or saying stuff and they
14 don't want to represent me. Well, yeah, I think one did
15 -- I think he said, you know, I needed to give him \$50,000
16 to retain him.

17 THE COURT: Is that it?

18 MR. SUN: All right. Now, can I go to my
19 response now?

20 THE COURT: Oh. I thought you were in it.

21 MR. SUN: No. I was on my affidavit.

22 THE COURT: All right.

23 MR. SUN: Real quick anyway.

24 THE COURT: All right.

25 MR. SUN: What I'm saying, my response mostly

1 cite the law that allow the re -- it's not a re-litigation.
2 First of all, there's no res judicata anyway. Res judicata
3 requires -- well, on paragraph 3 of my response, to my
4 motion, which require -- it requires three elements. The
5 prior judgment must be final, valid and on merit. Okay.
6 That it true, okay. The merit, the divorce decree is a
7 final judgment.

8 But the party must be identical. No. It's not
9 identical.

10 Number 3, the second action must involve matters
11 properly included in the first action. No. Because in the
12 divorce case, they don't entertain liable and slander, they
13 don't entertain burglary or damages. Family Court has no
14 jurisdiction to award damages.

15 And the prenuptial was not litigated in the
16 Family Court because it got buried. Nobody knew anything
17 about it because it was a different judge, Your Honor. At
18 the temporary hearing it was Judge Pete Fuge, that I gave
19 the prenuptial to, okay. It was stashed away in the
20 one-foot high file.

21 Judge Armstrong was the final trial judge. He
22 knew nothing about the prenuptial. This is how the
23 defendant was able to commit fraud to put the witness in
24 jail and bury all the truth.

25 Now -- now they got a judgment, and even the

1 court, you know, thinks that everything is disposed of in
2 Family Court. It's not.

3 And now there is a -- first of all, there's no
4 res judicata, as I mentioned in my paragraph 3.

5 And there is no collateral estoppel because --
6 and Mr. T. versus Mrs. T held that fraud and
7 misrepresentation and misconduct on the first part of --

8 COURT REPORTER: Excuse me. Could you --

9 MR. SUN: -- on the first party and --

10 THE COURT: Mr. Sun?

11 COURT REPORTER: He's got to --

12 THE COURT: Yeah. You've got to slow down just a
13 little bit.

14 MR. SUN: Oh, okay.

15 COURT REPORTER: If I have to type this up it's
16 going to be hard if you talk so fast.

17 MR. SUN: Okay. What did you --

18 COURT REPORTER: You were reading really fast,
19 that's all.

20 THE COURT: You had mentioned a case of Mr. T
21 and --

22 MR. SUN: Once I read, I start -- the judge can
23 read it probably faster than I can. So anyway, where do
24 you want me to go back?

25 COURT REPORTER: No. Just speak slowly for me

1 when you're reading. Thank you.

2 MR. SUN: Oh, okay. There's no collateral
3 estoppel because the Court of Appeals in Mr. T. versus Mrs.
4 T., and cite 378 S.C. 127, and 662 S.E. 2nd 413, held that
5 fraud, misrepresentation or other misconduct on the adverse
6 party such as these defendants have committed allows a
7 court to set aside a prior judgment.

8 And I'm not asking this court to set aside a
9 judgment, because there was really no judgment on the issue
10 of, you know, the one I allege in this amended complaint
11 anyway.

12 The only judgment in the Family Court is the
13 divorce. They granted divorce based on one-year
14 separation. That's a fraud anyway, first of all, because
15 there were a whole bunch of other stuff that's completely
16 buried, and what I told you about was the adultery and also
17 pornography, and the fact that my ex-wife has contributed
18 zero to everything we have acquired. Because she couldn't
19 even speak English anyway for a long time, and then she
20 couldn't drive. She didn't start working until maybe one
21 year before she filed divorce.

22 And then she met this guy on the internet --

23 THE COURT: Okay. And, Mr. Sun, you've been sort
24 of straying outside of this motion.

25 MR. SUN: Well, no.

1 THE COURT: And I wanted to make sure that you
2 felt like you were heard in this, okay.

3 MR. SUN: Okay. Okay. I'm sorry.

4 THE COURT: And if you're -- you're straying
5 outside of this because you want me to know that you
6 believe that fraud was committed upon you somehow in the
7 Family Court. I believe that you believe that, okay, for
8 purposes of this motion.

9 But you don't need to go back to it because I'm
10 thoroughly convinced that that's your belief.

11 MR. SUN: All right. Okay. All right. Okay.
12 So, therefore, the -- well, there's another thing about
13 fraud, too, and that is whether the issues were adequately
14 and fairly adjudicated, too, and that has not been.
15 Because counsel cannot show any -- even, you know, any
16 adjudication or any kind of mention really about the
17 divorce counsel's or the judge, except that Bluffton and
18 Ridgeland house. Which they did it by mistake because
19 there was -- the material list was attached in the rule to
20 show cause. And the judge after he looked at the material
21 list went ahead and put down both houses. But only one
22 house was involved actually.

23 And this is why I said -- well, I was in jail at
24 that time when I filed that rule to show cause.

25 Anyway, the Court of Appeals adopted the

1 restatement of judgment, state that relitigation in a
2 subsequent action within the party is not precluded as a
3 result of the conduct of an adversary. That is, the
4 defendant in this case and other -- or other special
5 circumstance did not have an adequate opportunity to obtain
6 the full and fair adjudication in the initial action.
7 That's exactly what I'm relying on.

8 THE COURT: All right. Well, let me do this,
9 'cause it looks like you're just now reading your response
10 to the motion to dismiss.

11 MR. SUN: Uh-huh.

12 THE COURT: And, actually, I've read it. I mean,
13 I read it earlier when you handed it to me, so I'm -- you
14 know, there's no reason for you to read that final
15 paragraph there. I've read it several times.

16 Let me say this. I mean, I've listened for
17 awhile and I think I have a pretty good feel for this.
18 I've had an opportunity while we've been sitting here to
19 read the various documents, including the complaint, the
20 proposed amended complaint, the various affidavits, the
21 court orders that are in front of me, including the rule to
22 show cause that you had mentioned a moment ago, that
23 actually as an attachment has a list that says, "Items
24 stolen from Knowles Island Plantation home under
25 construction committed between mid September 2010 and

1 October 2010." This is part of a rule to show cause that
2 has attached to it your affidavit of December 20th, 2010.

3 MR. SUN: Uh --

4 THE COURT: So -- no, sir. My turn now.

5 MR. SUN: No, but --

6 THE COURT: My turn.

7 MR. SUN: One thing about --

8 THE COURT: Sir. Sir.

9 MR. SUN: -- I didn't --

10 THE COURT: Sir! So I'm convinced that that was
11 a part of what Judge Armstrong -- and, in fact, he put it
12 in his order -- was interested in doing. But I think
13 that's neither here nor there. I mean, you've been through
14 a difficult divorce. I believe you, okay.

15 My condolences for the loss of your mother. It
16 wouldn't surprise me a bit if her health declined as a
17 result of family problems. I mean that's a -- it's a sad
18 fact of divorces that they destroy families. And I've
19 practiced in the Family Court a good bit before I took this
20 job and I know how difficult they are.

21 And I know that oftentimes in a difficult divorce
22 there is unhappiness with the outcome. Terrible
23 unhappiness. I mean, I've seen that a lot. But this case
24 is not about relitigating the Family Court case.

25 I understand from your argument that there's a

1 lot in the Family Court case that you're unhappy about.
2 You may very well be justified in that unhappiness. I
3 don't know, because that's not before me.

4 What's before me is parts of a lawsuit that
5 you have brought against your ex-wife's attorney, your
6 ex-wife's legal assistant, I believe, or someone acting as
7 her lawyer's legal assistant, and CODA, a nonprofit
8 operation that assists allegedly battered spouses.

9 And in that you have made a variety of
10 allegations, and for the most part, they relate to the
11 lawyer/defendant and legal assistant/defendant and CODA's
12 actions as your wife's counsel and assisting her counsel.

13 All right. Those -- and I'm talking about the
14 defamation, I'm talking about most of your allegations. I
15 think those allegations should be dismissed, all right. I
16 don't believe those allegations should go forward.

17 With regard to the allegations that you would
18 like to bring, again against your ex-wife, those aren't
19 before me to dismiss, those are before me whether or not
20 I'll allow you to amend your complaint to add her back in
21 after she's been dismissed, all right. I'm going to
22 decline to do that. I'm not going to do that.

23 You say that Judge Mullen's order is on appeal to
24 the Appeals Court. If, in fact, her order is in error,
25 then they will send it back to Judge Mullen and instruct

1 her, or they'll send it back with an instruction that your
2 ex-wife be added back in.

3 But with regard to what we've got today, what I'm
4 going to do is this. Of everything that I've heard, and
5 everything that I've read, I believe that if I'm bound by
6 the rules that I'm bound by with regard to motions to
7 dismiss, I believe that in your amended complaint and
8 complaint, combined with your arguments here today, which I
9 sort of needed to understand your amended complaint and
10 complaint, that you have made an allegation against Ms.
11 Varg that she acted outside of her role and actually
12 physically went to this place on Knowles Island. I think
13 that's your allegation, all right.

14 I'm not saying that's wrong; I'm not saying she
15 did it; I'm saying I think I understand your complaint as
16 making that allegation. If it makes that allegation, if
17 that's what you intended to make, I'm going to allow you
18 within 15 days to amend your complaint to assert nothing
19 but that allegation solely against Ms. Varg that she
20 trespassed and converted your property, if I understand
21 your -- I'm not instructing you to do that, I'm allowing
22 you to do that if you believe that those are proper
23 allegations against Ms. Varg.

24 Because I think those are in the complaint, I think
25 they're within the four corners of the complaint, I think

1 they're alleged, but I don't think they're as well plead as
2 they could be.

3 So again, I'm not telling you to do that because
4 I don't know that this happened. I believe that to be your
5 allegation. I believe that to be the only survivable part
6 of your allegation out of this summons and -- out of this
7 complaint and amended complaint.

8 What I'm going to do then, I'm going to ask the
9 defendant's counsel to please draft an order that
10 essentially does that, that grants the motion to dismiss,
11 except for that exception. Please cite the dismissal
12 burden as being high and that the allegations are in there,
13 and that I find those could conceivably go outside of that
14 which is privileged, as asserted in the complaint.

15 And we'll allow Mr. Sun 15 days to make that
16 amendment, if he so chooses.

17 As to -- so the amendment -- both motions are in
18 part denied and in part granted, because I'm going to allow
19 him to amend only as it regards that party and that
20 allegation, and the balance of it is going to be dismissed.
21 So if you want to craft an order that says that.

22 MR. SUN: What about the part that Ms. Varg was
23 counseled by Ms. Matyushevski and is aided by -- well,
24 okay, my ex-wife is out anyway right now, so we don't want
25 to talk about it. But she is -- because she is just

1 assistant and the legal knowledge and, you know, whether it
2 is marital property and he can go ahead and bust it and all
3 that, you know, come from Ms. Matyushevski.

4 THE COURT: My concern, as I asked previously and
5 discussed previously, is I believe, and maybe I'm wrong,
6 but maybe there's a line out there that can be crossed from
7 giving advice to actually physically doing something. You
8 have asserted only that Ms. Varg physically entered that
9 house and broke into that safe. That's my understanding of
10 your allegation.

11 You haven't alleged that Ms. --

12 MR. BAKER: Matyushevsky.

13 THE COURT: -- that defendant did that, but
14 merely that she gave some sort of legal advice that
15 resulted in Ms. Varg doing that. For that reason, I'm
16 going to allow -- I'm not going to completely dismiss your
17 complaint. I'm going to allow you to proceed.

18 So do you understand what I'm not forcing your to
19 do, but permitting you to do?

20 MR. SUN: Yeah, uh-huh.

21 THE COURT: All right. So you have 15 days to do
22 that.

23 MR. SUN: Would you have an order, Your Honor, to
24 specify what you just said again, or is that going be --
25 that's it?

1 THE COURT: Well, the 15 days will start when you
2 get the order.

3 MR. SUN: No, no. I mean -- I'm talking about
4 exactly what I can amend, what I cannot amend.

5 THE COURT: It will be in the order.

6 MR. SUN: It will be in the order.

7 THE COURT: And I'm asking defense counsel to
8 prepare that order, as I just instructed, and you'll get a
9 copy of it, all right. And then you'll be allowed to
10 proceed under that basis, okay.

11 MR. SUN: Would Your Honor be willing to sign a
12 certificate of interlocutory appeal on those other issues
13 that you dismissed because it would certainly save court
14 time, too, in a way that if, you know, Judge Mullen's
15 ordered was reversed. And also we could go through all
16 this and then, of course, at the final order what is
17 dismissed or we went to a full blown jury trial. At that
18 time there will be certain judgment, and then you appeal
19 that judgment you appeal all these other dismissals too.

20 THE COURT: I'm going to --

21 MR. SUN: But that's -- you know, that's just
22 more time to --

23 THE COURT: Here's what I'm going to do. I'm
24 going to sign the order I just requested. If you choose to
25 appeal it, I won't be offended in the slightest, okay.

1 MR. SUN: Right. But --

2 THE COURT: People appeal my orders all the time;
3 occasionally they're right and I'm wrong.

4 MR. SUN: Right. But that's not a final order,
5 therefore, it's not appealable, unless you are willing to
6 allow me to appeal as an interlocutory order. They call
7 interlocutory appeal.

8 THE COURT: I know what that is, I just haven't
9 had anyone request me to sign --

10 MR. SUN: Well, I believe --

11 THE COURT: -- such an order.

12 MR. SUN: -- it would require -- I believe -- I'm
13 not going to ask them for advice, but I'm --

14 MR. BAKER: That y'all need certification under
15 Rule 54(b), since your order's not disposing of all the
16 claims or all the parties, and we would oppose that. And
17 we'll do discovery and, hopefully, get Ms. Varg out on
18 summary judgment or try the case, then he can appeal it.

19 I mean, we do feel, Your Honor, that Ms. Varg,
20 she may assume that his allegation's true and she was
21 present there, would she not have authority to accompany
22 her client to a location to retrieve marital property? I
23 think so.

24 THE COURT: I don't know. I mean, that's why I'm
25 leaving it in.

1 MR. BAKER: I just wanted to raise that so I
2 could say I raised it in front of you for a later appeal.
3 But, yeah, we would oppose -- you know, if you granted --
4 if you granted the order totally, he could appeal it. I
5 don't think he should be allowed to piecemeal it. We'll go
6 through your order and dispose of the claim against Ms.
7 Varg one way or the other. He can appeal it then.

8 MR. SUN: Well --

9 THE COURT: Yeah, just prepare that order for me
10 and send it to me.

11 MR. DANIEL: Yes, sir.

12 THE COURT: And then we'll see what we can do.

13 MR. SUN: I will go ahead and, you know, write
14 letter or -- I don't think we need to file a motion, but I
15 ask for interlocutory appeal and you can deny or grant it,
16 whatever. At that time you'll think about it?

17 THE COURT: I'm happy to read whatever you want
18 to file and send. Just make sure that you file it properly
19 and copy all counsel.

20 MR. SUN: Right. But because it is not a final
21 order, it is not appealable unless the court allows me to.

22 THE COURT: And again, if you want to file
23 something and request me to do something --

24 MR. SUN: Okay. Well --

25 THE COURT: I haven't even seen the order yet,

1 which hasn't even been prepared yet.

2 MR. SUN: Okay.

3 THE COURT: So it's a little premature at this
4 point.

5 MR. SUN: Okay. Right.

6 THE COURT: But I'm happy to hear from you on any
7 issue. And, as you can see, I'll be happy to hear whatever
8 you want to say.

9 MR. SUN: Okay. It -- okay.

10 THE COURT: So anything else for the record then?

11 (No response)

12 All right. Thank you very much.

13 (WHEREUPON, the hearing was concluded at
14 approximately 3:47 p.m.)

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1 STATE OF SOUTH CAROLINA
2 COUNTY OF BEAUFORT
3
4

5 CERTIFICATE OF COURT REPORTER
6

7 I, Debbie Criscitiello, Court Reporter and Notary
8 Public in and for the State of South Carolina, do hereby
9 certify that the foregoing eighty (80) pages of typewritten
10 testimony were taken down and then transcribed by me; that
11 the same is a true, correct and complete transcript of the
12 proceedings as stated in the caption.

13 I further certify that I am not of kin nor counsel to
14 any of the parties hereto, and, further, that I have no
15 interest whatsoever in the outcome of said proceedings.

16 IN WITNESS WHEREOF, I have hereunto set my hand and
17 seal this the 27th day of January 2013.
18

19 Debbie Criscitiello

20 NOTARY PUBLIC FOR SOUTH CAROLINA

21 My Commission Expires

22 September 24, 2020
23
24
25

Bettye Anderson & Associates
Beaufort, South Carolina

Certificate of Reporter

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1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2 COUNTY OF BEAUFORT) FOURTEENTH JUDICIAL CIRCUIT
 3) CASE NO. 2011-CP-07-2546
 4 JOSEPH C. SUN,)
 5 Plaintiff,)
 6 -vs) HEARING
 7 OLESYA MATYUSHEVSKY,) MOTION FOR CONTINUANCE
 8 CITIZENS OPPOSED TO)
 9 DOMESTIC ABUSE,) MOTION FOR SUMMARY JUDGEMENT
 10 CHRISTINE VARG and)
 11 LILING SUN,)
 12 Defendants,)

COPY

13
 14 Given before The Honorable Marvin H. Dukes, III in
 15 the Beaufort County Courthouse, 102 Ribaut Road,
 16 Beaufort, South Carolina on Thursday, July 12, 2012
 17 commencing at 9:00 o'clock a.m.

18
 19
 20 -----
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1 A-P-P-E-A-R-A-N-C-E-S

2 For the Plaintiff : Joseph C. Sun
 3 Pro Se 18 Sixth Avenue
 4 Bluffton, SC 29910
 (843) 227-0963
 jossunn1095@Yahoo.com

5
 6 For the Defendant : Carlock, Copeland & Stair
 By: Jackson H. Daniel
 7 40 Calhoun Street
 Suite 400
 8 Charleston, SC 29401
 (843) 727-0307
 jdaniel@carlockcopeland.com

9
 10 For the Defendant : Womble, Carlyle,
 Sandridge & Rice
 11 By: Charles J. Baker, III
 5 Exchange Street
 12 P.O. Box 999
 Charleston, SC 29402
 13 (843) 720-4619
 cbaker@wcsr.com

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 15
 16
 17 **INDEX TO EXHIBITS**

18
 19 Plaintiff's Exhibits marked for identification:

- 20 1. Three Separate Letters Showing Dates:
 November 28, 2011 (1pg)
 December 8, 2011 (1pg)
 21 May 25, 2012 (1pg)

6

22
 23 (EXHIBITS RETAINED BY CLERK OF COURT)

24
 25
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1 THE COURT: Good morning, we are here in
2 Joseph Sun v. Matyushevsky, et al. This is
3 Case 11-CP-07-2546. This is a Motion for
4 Summary Judgement by Defendant Varg. Happy
5 to hear from you.

6 MR. BAKER: Thank you, Your Honor.

7 MR. SUN: I'm sorry --

8 THE COURT: Go ahead.

9 MR. SUN: -- because I had a Motion to
10 Continue, for a continuance on this case
11 which we were trying to meet through a
12 conference call last night at 3:00 o'clock.

13 MR. BAKER: He did file a motion on that
14 on the 25th of June for a continuance, Your
15 Honor. And what I was going to ask you
16 yesterday if we talked on the conference call
17 was to have this Hearing anyway, because I
18 think you can only really decide the
19 Continuance Motion if you hear what the
20 Summary Judgement is and put it in context of
21 what the issues are now because you have
22 issued prior rulings here. In order to
23 decide whether or not he needs discovery
24 before the Summary Judgement Hearing you kind
25 of need to know what the issues are.

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1 THE COURT: All right. Well, why don't
2 we just put it all on the record and I'll try
3 to figure it out. So, I tell you what then
4 probably then from an organizational
5 standpoint, Mr. Sun I'm happy to hear
6 whatever you would like to tell me and put on
7 the record with regard to your Motion for
8 Continuance.

9 MR. SUN: Could I ask Your Honor to see
10 that the record is in front of the Court this
11 morning for my Motion for Continuance.

12 THE COURT: Yes, I have before me a copy
13 that Mr. Sun has given me of a Motion of
14 Continuance dated, or filed rather, June 25,
15 2012.

16 MR. SUN: Uh huh. Okay.

17 THE COURT: Again, the Caption I
18 previously read and Caption Motion for
19 Continuance now. The one that I have I don't
20 know if it is complete as far as the number
21 of pages because it ends at page one and the
22 second page is a Jasper County Sheriff's
23 Office Summary, in fact that's the balance of
24 it. So, if you have the other pages of this
25 Motion for Continuance other than page one --

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1 MR. SUN: Well see they want -- they
2 like for me to file them unstapled.

3 MR. BAKER: I've got it Your Honor, it's
4 just page two.

5 THE COURT: Oh, just page two?

6 MR. BAKER: It's a half a page.

7 MR. SUN: Because they want to do it
8 that way so.

9 THE COURT: All right well, why don't we
10 do that then. I now then have in my
11 possession, I believe the whole thing. So,
12 Mr. Sun, I'm happy to hear from you why you
13 believe a continuance is warranted to this
14 Motion for Summary Judgement.

15 MR. SUN: Mainly because, Your Honor,
16 this, these exhibits to the Motion for
17 Continuance, these are copies. I don't have
18 any copies for counsel but they know about it
19 anyway, these are letters.

20 MR. BAKER: Well, if what they are are
21 the two letters plus the police report,
22 they're attached to what I handed you.

23 MR. SUN: Yes.

24 THE COURT: All right. So, and what
25 I've been handed is a letter to Mr. Baker

1 from Mr. Sun with a copy to Mr. Scoville. I
2 don't see a date on it.

3 MR. SUN: The date, I think, is on the
4 top.

5 THE COURT: The date is November 28,
6 2011 indicating a desire to do depositions.
7 Also a letter dated December 8, 2011 from Mr.
8 Baker to Mr. Sun, Mr. Scoville copied.
9 Additionally, a letter from Mr. Sun to Mr.
10 Baker dated May 25, 2012 copy to Mr.
11 Scoville. These are the three letters, and
12 as I understand it they are actually already
13 a part of the Motion that's been filed; is
14 that correct?

15 MR. SUN: They are mentioned in the
16 Motion, but could you -- could Your Honor go
17 ahead and keep that as part of the record?

18 THE COURT: Absolutely. Why don't we
19 make them collectively Plaintiff's Exhibit
20 One for the purposes of this Motion.

21 (Plaintiff's Exhibit No. One was marked for
22 identification.)

23 MR. SUN: Those exhibit letters show
24 that I have been contacting the counsels for
25 pretrial discovery ever since the end of last

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1 year up until today. I need to do deposition
2 because they claim that they have not been in
3 my house and they have not stolen anything
4 from me, from my house, or helped to steal
5 anything from my house, but there are many
6 other ways that you can help or coach or aid
7 and abet the crime and that requires
8 discovery. And actually the only way to
9 actually effectively get any information from
10 them truthfully or actually and meaningfully
11 is through deposition, because interrogatory
12 or admission they got too much time to think
13 about how to -- how to respond. And exactly
14 how those affidavits that they attached with
15 the Motion for Summary -- no, not Motion for
16 Summary Judgement -- oh, yes, that's right
17 it's Motion for Summary Judgement -- it's
18 really disturbing. Because like the
19 affidavit of Liling Sun, I have been married
20 to this woman for ten years and my divorce
21 counsel, James Berl has taken her deposition,
22 or is still taking anyway, because she has
23 always beating around the bush and will not
24 give straight answers. So, therefore after
25 four hours he didn't get a whole lot of

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1 information, so we are going to have another
2 one, a continuing deposition later on this
3 month. She can not speak or write much
4 English. This affidavit of Liling Sun was
5 prepared by counsel, I don't know which
6 counsel, and she just signed it; okay? The
7 information inside there whether truthful or
8 not, nobody knows, but I know it's false. In
9 the deposition, which I don't know if this is
10 the deposition for -- in the divorce case,
11 not divorce case, custody case in the Family
12 Court. Liling Sun has shown to not even
13 understand the word "strike". She claimed I
14 had corporal punishment on my daughter, of
15 course, that's a lie. And when my counselor
16 asked her, "have you ever seen your husband
17 strike your daughter? What is the meaning of
18 strike?" And then she would also ask the --
19 and many times in the deposition she could
20 not understand the questions: "Where do you
21 work", you know? "Have you always worked at
22 the same place", and "how do you sign paper?"
23 And so forth, and then he would ask about
24 housekeeping, "do you do housekeeping? What
25 is housekeeping, what does that mean?" In

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1 other words this affidavit of Liling Sun, I
2 need to ask, I need to take the deposition of
3 Liling Sun to find out does she know the
4 meaning of what she signed. I don't think
5 she even knows what it -- what it says. And
6 then, of course, the affidavit of Christine
7 Varg, she said, "I did not go with Liling on
8 September 16th" so she very skillfully said
9 that it was September 16th. I was in jail at
10 that time on domestic contempt at the time.
11 I had no idea when they were broke in my
12 house, actually. So, then go on Sunday 16th,
13 what about all the other dates? And then she
14 said, "well, in fact I have never been on the
15 property or inside the house located there".
16 Okay, you don't have to be on the property
17 but you can be on lookout. You can be on the
18 cell phone with somebody in there and lookout
19 for him and see if anybody coming, police
20 coming or not, be an accessory to the theft
21 or the break-in. I mean there's so many
22 things that they could do. And also too, I
23 want to show the -- or look at the police
24 report. The way that the safe, it's a heavy
25 Century Safe, and also it was broken into

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1 pieces. That's not what my wife or a woman
2 is cable of doing. And she wouldn't know
3 where to find the help or what. And mostly,
4 especially too, on Liling Sun's affidavit she
5 said, "before signing the property settlement
6 I went to Joe Sun's house and removed some of
7 my personal items, including various papers".
8 I need to take deposition to what personal
9 items she has taken. There is no -- she had
10 no personal items there. That's not her
11 home. She never lived there. The house is
12 not even livable. I lived there because I
13 was homeless at the time, because I got
14 kicked out of my marital home. I'm back in
15 there now, because my wife, it's a separate
16 case, but she forged the warranty deed on the
17 Bluffton house and got in there somehow with
18 her counsel Matyushevsky, brought in the
19 February Hearing, where I was served the day
20 before the Hearing, that's why I went there
21 without counsel without any evidence, empty
22 handed. But --

23 THE COURT: I'm listening. Go ahead.

24 MR. SUN: In other words, there's so
25 many things that falls unknown in this, both

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1 of the affidavits. And you can not just rely
2 on the two affidavits that has totally, you
3 know, deprived me of any discovery. I have
4 the right to pretrial discovery first of all,
5 and of course, I have not sighted any
6 authority in my Motion for Continuance, but
7 there are many cases. Everybody here already
8 knows well, you know, Supreme Court and High
9 Court has ruled that Summary Judgement must
10 not be granted until the opposing party has
11 the full and fair opportunity to complete
12 discovery. This is a case of Baughman v.
13 American Telephone & Telegraph Company, 306
14 S.C. 101. Many, many cases; okay? And of
15 course, in the case of -- well, I don't want
16 to go into Summary Judgement at this point, I
17 just want to go into my Motion for
18 Continuance. Because record has shown that I
19 have been trying to make this pretrial
20 discovery by deposition and counsel had
21 written me saying that we should delay it
22 until the ruling of those motions was
23 disposed of, was dismissed, which partially
24 was granted by the Court. And so I resume
25 pretrial discovery, but then all of a sudden

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1 they filed a Motion for Summary Judgment,
2 say no, no more discovery. Well, they agreed
3 to let me have discovery after the -- those
4 motions are disposed of, and now they change
5 their mind and say no, and I have nothing
6 right now. I have not made any pretrial
7 discovery. And they're asking for Summary
8 Judgment without allowing me to have pretrial
9 discovery, and that is my basis of
10 continuance, is to complete discovery.

11 THE COURT: What would you expect to
12 find in discovery that would change whatever
13 we have on the record?

14 MR. SUN: To conflict both of those
15 affidavits and also to show that they are
16 guilty of -- well, I wouldn't say they
17 really, because right now the only one left
18 is Christine Varg, but still you know if it
19 shows other defendants are guilty so let it
20 be that Christine Varg is guilty of
21 involvement either by conspiracy, coaching,
22 aiding and abetting, cover-up, accessory
23 after the fact. You know there's so many
24 other ways you can help to commit a crime or
25 do wrongful things, that's what I expect to

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1 do in the discovery. And right now,
2 Christine Varg deny by saying that, well, "I
3 did not go with Liling on September 16th to
4 real property located at 43 Broadview Drive".
5 Okay, she was not there on September 16th, so
6 what about all the other days, because I know
7 for a fact that that house was broken into
8 more than twice, and I have never been on the
9 property or inside the house. But as I just
10 said earlier, there are many other ways you
11 can help to commit a crime without being
12 inside the house, whether he knew ahead of
13 time that Liling was going to the property or
14 not, that is a playing of words. She didn't
15 know ahead of time but she knew afterward,
16 but then she didn't say anything that's a
17 crime, when you knew about a wrongful act
18 committed, because they might or you can
19 claim that that's marital property or
20 whatever, you know, but if you have lawful
21 right to the property you don't have to climb
22 in, bust my window through the rear window
23 and destroy everything, go in there and then
24 tear up my safe to get to something that you
25 lawfully are entitled to. Why don't they

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1 just do the right way? Why don't they just
2 do it through the law? Family Court will be
3 more that happy to issue a court order and
4 say that yes, Liling get the sheriff to
5 escort you to go in the house and get
6 whatever is yours, you think is yours.
7 That's the way to do it, not to tear up all
8 my things. I have a plenty of damages, a lot
9 of damages, and the damage is not the divorce
10 court has jurisdiction to deal with. The
11 damage caused by Liling and Christine Varg
12 has to be dealt with in this Court. And of
13 course, I've -- there is a --

14 THE COURT: Just out of curiosity, Mr.
15 Sun, I've looked through the complaint and
16 the file, what is it exactly that you assert
17 was stolen? What is the damage?

18 MR. SUN: Some of that has already been
19 -- some of that has already been in the
20 police report. If you look at the police
21 report, I think the first page of the police
22 report and it's not complete. The more
23 complete one is later on, but if you want I
24 have it somewhere, but do you see it? The
25 first page of the police report, do you see

1 it?

2 THE COURT: There we go, keys, this
3 thing?

4 MR. SUN: Uh huh.

5 THE COURT: All right.

6 MR. SUN: But there's more, but I --

7 MR. BAKER: As I read the police report,
8 Your Honor, it was the papers that were in
9 the safe and otherwise some keys and jewelry
10 and stuff and the hard drive of a computer.

11 THE COURT: Yes. I guess the actual
12 tangible, of course, deeds to houses, I mean
13 those are replaceable it's not stealing the
14 house, obviously. I was just curious what
15 the amount in controversy was here.

16 MR. SUN: Oh, it's in the thousands.

17 MR. BAKER: Then he alleges some damage
18 to the house.

19 MR. SUN: Yes, there were damage to
20 safe, the safe was destroyed in the house.

21 THE COURT: Well, on the house you
22 assert was a \$100.00.

23 MR. SUN: No. I don't think that's what
24 it says.

25 THE COURT: Well, that's what the police

1 report that you attached says.

2 MR. SUN: Okay that's what the police
3 report said, but I don't know if --

4 THE COURT: I've seen those little safes
5 and they're what, \$100.00, several hundred
6 dollars? I don't know what kind that one
7 was, but not that it's --

8 MR. SUN: Well, the safe was \$200.00,
9 you know, I mean just the safe itself and of
10 course you know this is damage.

11 THE COURT: Right. I mean I guess based
12 on the valuations that I'm looking at here. I
13 was curious whether or not this reached the
14 Circuit Court level. I don't know if that's
15 even an issue, but I guess if --

16 MR. SUN: But that's, Your Honor, may I
17 say something?

18 THE COURT: Sure, go ahead.

19 MR. SUN: At this time we are dealing
20 with Motion of Continuance, not really
21 assessing the damage.

22 THE COURT: No, I know.

23 MR. SUN: Therefore we don't really
24 worry about how much the damage is, really.

25 THE COURT: Well, I know. I just try to

1 keep an overall view of any case I'm
2 listening to, but do you have anything else
3 you wanted to tell me on the continuance
4 issue?

5 MR. SUN: Well, it's basically I need
6 the discovery to conflict or discredit or
7 even show that genuine issue of material
8 facts still exist in this case against
9 Christine Varg.

10 THE COURT: All right. Anything else
11 then?

12 MR. SUN: No.

13 THE COURT: All right. Happy to hear
14 from you on the continuance issue and then
15 you can feel free to launch right into the
16 Summary Judgement.

17 MR. BAKER: Thank you, sir. I think you
18 hit the nail on the head, and partially Mr.
19 Sun did too. But the nail on the head is
20 what is the likelihood that further discovery
21 would lead to any relevant evidence on the
22 issue at hand before the Court in the Summary
23 Judgement Motion? And Mr. Sun was correct
24 that generally the Baughman case and other
25 cases say that parties should have a chance

1 to do pretrial discovery before Summary
2 Judgement. But the Dawkins v. Fields case
3 from the Supreme Court in 2003 sighting
4 Baughman recognizes that rule -- and I'll
5 hand that up in just a minute to both you and
6 Mr. Sun -- but that case also says none the
7 less the nonmoving party, in this case Mr.
8 Sun, must demonstrate the likelihood that
9 further discovery will uncover additional
10 relevant evidence and that the party is not
11 merely engaged in a fishing expedition. In
12 that case the Court, after basically no
13 discovery, the Trial Court issued Summary
14 Judgement and the Supreme Court upheld it.

15 And to understand what the material
16 facts are in this case I've got to review the
17 history of Your Honor's prior ruling.
18 Basically what Mr. Sun is saying is that he
19 wants to take the depositions of the two
20 affiant's, Liling Sun and my client Christine
21 Varg and cross-examine them because he may
22 have some type of Perry Mason like moment
23 where they recant their testimony, which
24 they've already given in sworn form. If Your
25 Honor will remember on March 13, 2002 we had

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1 a Hearing on the Motions to Dismiss of Ms.
2 Matyushevsky, who is a lawyer with CODA,
3 CODA, and Ms. Varg. Your Honor, at that time
4 dismissed all claims against Ms. Matyushevsky
5 and CODA, dismissed all but one claim against
6 Ms. Varg because you concluded, and we
7 believe rightly so, that legal advice to Mrs.
8 Sun in the divorce case that she was having
9 with the Plaintiff here was not subject to a
10 lawsuit by him. That apart, that a lawyer,
11 and Ms. Matyushevsky was the lawyer, she
12 works for CODA, Ms. Varg, in this case was
13 acting as her paralegal, legal assistant, and
14 that any advice they gave about whether this
15 is marital property or whether she's got a
16 right to enter the house, as he was alleging,
17 any of those type issues you ruled could not
18 give rise to liability on the face of the
19 complaint. You also ruled that the only
20 claim left was a claim solely against Ms.
21 Varg for the allegation that he raised that
22 she broke into, that Mrs. Sun broke into this
23 Knowles Island property sometime in September
24 and in other undetermined times and Ms. Varg
25 was with her and committed those break-ins

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1 with her, that that could give rise on the
2 face of the complaint to liability. Your
3 order was filed April 6, 2012. You give Mr.
4 Sun a chance to Amend the Complaint, to make
5 those allegations more clearly. Your written
6 order came out several weeks after the
7 Hearing. He actually jumped the gun on the
8 written order, and on the basis of your oral
9 ruling at the Hearing on March 26, 2012 filed
10 his Amendment to Complaint, and/or Amended
11 Complaint, which just had the two paragraphs
12 27 and 28 reworded. What he alleges in
13 there, he still continues to allege that Ms.
14 Matyushevsky and Ms. Varg under the guise of
15 CODA conspired with Liling and then with on
16 the false premise that it was marital
17 property their advice, that Liling and Varg
18 broke into the house. The only issue as we
19 see it in the case left after Court's prior
20 ruling, and Mrs. Sun was dismissed if you
21 remember before our Hearing by Judge Mullen
22 several months ago, only issue left in this
23 case that would be for trial, and by the way
24 we are on the roster, but far down the trial
25 roster for next week, but the only issue,

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1 triable issue left, the only claim is whether
2 or not Ms. Varg committed the break-in with
3 Liling Sun, and the issue is not whether she
4 was part of giving of legal advice that she
5 had the right to go break-in. And Mr. Sun is
6 correct, before the Motion to Dismiss was
7 heard, we told him that we were not going to
8 voluntarily engage in any discovery and he
9 backed off on his request to take deposition
10 at the time. After Your Honor's ruling, we
11 never agreed to take discovery, we never
12 prevented him from doing it. He wrote a
13 letter saying he wanted to take depositions,
14 we'd filed the Motion for Summary Judgement,
15 and quite frankly I knew the Hearing was
16 coming up and if he had noticed the
17 deposition, which he did not, we would have
18 objected to it because the issue is so
19 narrow, and that issue is taken care of in
20 the affidavits, Liling admits, and to get to
21 the dates Mr. Sun alleges in the Amended
22 Complaint that in about September 2010, and
23 at least one more time afterwards that Ms.
24 Varg and Liling broke into the Knowles Island
25 house. We can't prove in negative what

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1 Liling has said, she has admitted that she
2 did go into the house on or about September
3 16th. The police report he submitted with
4 his Motion of Continuance shows that he
5 reported the break-in on September 18th, so
6 on or about September 16th was the break-in.
7 And Mrs. Sun has testified under oath in her
8 affidavit that Ms. Varg was not with her
9 then. Ms. Varg says she was not with her
10 then and has never been to the property, much
11 less inside the house and so, I don't know
12 what there is left. The basis for
13 continuance is that he wants to go into a
14 wide ranging cross-examination to show, as he
15 put it in his argument just now -- let me
16 find my notes -- that there are many other
17 ways that you can help, or coach, or aid and
18 abet. He wants to show Ms. Varg is guilty of
19 involvement either by coaching, conspiracy,
20 or cover-up, but that gets back to what Your
21 Honor has already ruled on in the Motion to
22 Dismiss. The sole claim left is that she
23 committed the break-in with Mrs. Sun and we
24 think the affidavits take care of that and
25 there's really no other evidence, no other

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1 discovery that he's suggested besides
2 cross-examination of them and breaking them
3 down to recant their affidavits that he has
4 suggested would lead, he wasn't there, he
5 can't testify. So we don't feel that a
6 continuance would meet the standard under
7 Dawkins, that he has shown that it's
8 reasonably likely that further discovery
9 would uncover additional relevant evidence.
10 The genuine issue of material fact he put it
11 is there is none. The only material fact is
12 did Ms. Varg accompany her or not at any time
13 to break-in to that house. The affidavits
14 take care of that and the other facts are
15 simply not material. Whether or not she
16 engaged with Ms. Matyushevsky in advising her
17 that she could go to the house, she said she
18 didn't know she was going there ahead of
19 time. So, Your Honor, we don't feel like
20 that these ladies should be subjected to
21 depositions. That it's pretty clear based on
22 the narrowness of the issue before the Court,
23 that the Summary Judgment should be granted.
24 And I might mention that the, which I gave
25 you my copy of the Motion for Continuance,

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1 but the police report that he attaches is
2 perfectly consistent with Ms. Varg's and Mrs.
3 Sun's testimony, which is that he reported to
4 the police, I guess it was the Jasper County
5 Police, that someone had broken into the
6 house. He suspected his wife, he didn't know
7 who else. He didn't name Ms. Varg to the
8 sheriff's deputy. That the sheriff's deputy
9 called Liling Sun and she said, she denied it
10 at first, but she said I will have my lawyer
11 call you. That, that day, according to
12 police report, Ms. Varg, which was a
13 Saturday, September 18, 2010 was a Saturday,
14 I looked back at my calendar yesterday, and
15 that Ms. Varg fielded the call from Liling
16 Sun and responded to the deputy and
17 truthfully told him what Liling had told her,
18 which was that Liling had been at the house,
19 not that she, Christine Varg, had been at the
20 house because she hadn't been there. She
21 didn't know about it until Liling called her
22 that day, and that's what Ms. Varg told the
23 policeman, that Liling had been there and
24 taken some papers, some legal papers. So you
25 know to say that that's evidence that the

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1 affidavits are untrue is just not correct.
2 The police report, what he's tried to show as
3 grounds for a continuance is perfectly
4 consistent with the affidavit, so it's our
5 position there's no need to cross examine
6 them. And Rule 56 recognizes that sworn
7 affidavits are a proper basis for Summary
8 Judgement in the right case. And as Dawkins
9 says in unusual circumstances like this where
10 the issue is so narrow and it's really one
11 issue of material fact, and there's no
12 dispute as to that and there can be none.
13 And I don't see how whatever discovery he
14 undertakes is going to show any differently
15 than how these ladies have sworn that Varg
16 was not there on that date. Thank you.

17 THE COURT: So, no depositions were
18 noticed under the rules; is that correct?

19 MR. BAKER: That's correct. He did
20 write me saying he intended to do so, but he
21 has not noticed them yet.

22 THE COURT: I note, I believe this is
23 correct, this case is now a year old.

24 MR. BAKER: As I said, we got a notice a
25 couple of weeks ago that it's on the Jury

1 Trial Roster for next week. I think it's
2 number 19.

3 THE COURT: Okay.

4 MR. BAKER: I don't, you know, who knows
5 if it will get reached or not.

6 MR. SUN: Could I -- would I-- can I?

7 THE COURT: Oh, absolutely. Go ahead,
8 Mr. Sun, I'm happy to hear from you.

9 MR. SUN: Of course the Jury Trial
10 Roster and all that was done I think through
11 your system, the court system you know
12 automatically without considering the fact
13 that there were Motions, Dismiss and Summary
14 Judgement, and so forth that would push them
15 backwards, further down the line. Also there
16 was still cases on appeal right now which
17 could, you know, change the whole thing.

18 MR. BAKER: I think, Your Honor, you
19 know, if Your Honor rules that Summary
20 Judgment Motion is premature he's entitled to
21 conduct additional discovery, well, we're not
22 going to consent to a continuance. It would
23 be hard for me to get up before the Circuit
24 Judge and say, you know, because he has not
25 conducted any discovery yet, but the point is

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1 stolen from my safe. I could not remember
2 everything in my safe because the whole safe,
3 it's a big safe as you can see, Your Honor.
4 It's packed, it's full with documents a lot,
5 jewelry, cash, my savings bonds, too. I have
6 a lot of saving bonds. It's in the police
7 report -- somehow I cannot get my hands on it
8 now.

9 THE COURT: Well, let me ask you this
10 while you're looking for that, Mr. Sun, what
11 official discovery did you conduct in this
12 case during the past year that this case has
13 been ongoing?

14 MR. SUN: Zero. Mainly because there
15 was one motion after another. There was one
16 Motion for to Dismiss by Liling Sun, and then
17 of course during the motion, as far as the
18 motion, you know, discovery was stopped. And
19 so, and then there was an another Motion to
20 Dismiss by the other defendants in front of
21 this Court. And then after that I was
22 allowed to Amend the Complaint and that took
23 30 days for that. And then after that I just
24 pick up the letter, you saw those letters
25 that I asked for deposition and then they

1 filed a Motion for Summary Judgement. I know
2 it has been a year, but also too, it's been a
3 lot of things in between. Those motions, two
4 Motions to Dismiss and one Motion for Summary
5 Judgement, each one of them took several
6 months because each time you file something
7 it takes two or three months.

8 THE COURT: But even as we sit here
9 today you haven't noticed under the rules,
10 the depositions that you now want to do; is
11 that correct?

12 MR. SUN: Well, I -- I, in that letter,
13 I told them my schedule because I tried to
14 give them the courtesy, you know, that they
15 could respond and see what day they would
16 like too, because I don't know want to, you
17 know, to me it's best to do it on the
18 weekend, because I mean, you know, I'm sure
19 they don't want to do that, so and that sort
20 of thing, but I haven't heard from them.
21 Okay, so I said in my letter, I said, "if I
22 don't hear from you I'm going to choose a
23 date and time" but just because of that, it's
24 not -- what do they call it -- intentional
25 delay. I mean you know it's -- it's pretty

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1 much on a schedule because in that letter I
2 said -- that's the only copy of the letter I
3 have for Your Honor, you know, but --

4 THE COURT: Well, that's all right, but
5 I mean --

6 MR. SUN: -- I told them that by the --
7 by the -- in the beginning of July, I will go
8 ahead and schedule, if I don't hear from you
9 by the end of the 30th, June the 30th --
10 that's the last letter, I think, I believe
11 that's the first one was about last year. I
12 said if I don't hear from you, and they
13 haven't responded. If they don't want to do
14 that they could have you know at least like
15 the first time, they responded and say that
16 you know --

17 THE COURT: Well, I mean I see the
18 letter, you are referring as in Plaintiff's
19 Exhibit One, which is comprised of several
20 letters, the May 25, 2012 letter.

21 MR. SUN: I gave --

22 MR. BAKER: Your Honor, I will tell you
23 that I did not receive -- that letter was
24 postmarked and I don't think it's in my file
25 it must be back at the office -- the letter

1 was postmarked, the May 25th letter was
2 postmarked June 20th and for whatever reason
3 I don't know, I didn't get it in my office
4 until I believe it was July 1.

5 THE COURT: Well, this is actually a
6 2012 letter is the one I'm looking at.

7 MR. BAKER: That's the letter I'm
8 talking about, his most recent letter.

9 THE COURT: Well, today is July 12th,
10 but I mean the fact is I guess what I was
11 trying to make sure of, because I think I
12 understand this having looked through the
13 file and listened to arguments, your concern
14 here today Mr. Sun is that discovery hasn't
15 been conducted?

16 MR. SUN: Right.

17 THE COURT: But you haven't requested
18 any discovery, you haven't sent any
19 interrogatories, or a request to produce, or
20 request to admit, you haven't noticed any
21 depositions as of today?

22 MR. SUN: I -- I gave a schedule when I
23 would notice them, without they -- if they
24 refuse, to respond. I was hoping they would
25 respond to give me a date that they prefer,

1 and then I would go ahead and because it cost
2 me. Because I have to prepay the court
3 reporter, so I don't want to prepay the court
4 reporter on a day that they cannot make it.
5 Then I will loose, they charge \$95.00 for to
6 appear you know. And because I want to hear
7 a date from them before I prepay \$95.00.
8 Anyway on that letter I say that if I don't
9 hear from them by June the 30th, but today is
10 the 12th, you know I mean I should have but I
11 mean.

12 THE COURT: All right. Do you have
13 anything else you want to tell me on the
14 Summary Judgment?

15 MR. SUN: Well, about the police report,
16 okay. It was right after I made the police
17 report, or called the police about a
18 break-in, or one of the break-ins anyway,
19 Deputy Mayers called Christine Varg, of
20 course she called Liling too, before that,
21 and Christine Varg -- I don't have a copy of
22 that I'm still looking for it, but you have a
23 copy of that -- Christine Varg said that she
24 talked to Liling Sun and they both knew
25 exactly what all the documents, she said that

1 Liling has all the documents that she stole
2 from my safe, so she knew about all the
3 documents she stole from my safe.

4 MR. BAKER: May I have my copy of the
5 motion back, Your Honor?

6 THE COURT: Oh, I'm sorry.

7 MR. BAKER: No, the Motion for
8 Continuance.

9 THE COURT: The Motion for Continuance?

10 MR. BAKER: Yes, I just need to look at
11 the report you're referring to.

12 THE COURT: All right. Is there
13 anything else, Mr. Sun?

14 MR. SUN: Okay. No. That will be all,
15 but I do object to it because I feel that the
16 discovery would expose a lot of the truth.

17 THE COURT: Anything else from the
18 defendant?

19 MR. BAKER: Just that I mean the report
20 does say that Ms. Varg was calling to confirm
21 that her client, Mrs. Sun, does have all the
22 documentation. So, I mean she called the
23 police, that's consistent with what the
24 affidavit said, you know, but again, Your
25 Honor, with all due respect, what property

1 was taken, or whether it was marital or not,
2 whether she had a right to go in there or
3 not, is really not relevant or material to
4 the claim that's left. The claim that's left
5 is whether Ms. Varg did it with her or not
6 and we don't think any further discovery is
7 warranted on that.

8 MR. SUN: Just to put it on the record,
9 and that is I still continue to object to the
10 fact that the only thing counsel said the
11 only thing left, or the only issue left was
12 whether Christine Varg had been in the house
13 physically aiding and abetting the burglary
14 or the theft, and counsel claimed that
15 everything else, or the other wrongs that she
16 has done, committed, such as coaching, aiding
17 and abetting some other way, like looking out
18 or advising, giving bad advise to break-in or
19 where to find people to help to bust my safe
20 and all that, and also a cover-up later on,
21 all that has been dismissed.

22 THE COURT: As we sit here today do you
23 have any evidence whatsoever of any of that?

24 MR. SUN: Well, without -- first of all,
25 I am not in a position to try the case today

1 at this Hearing, so but --

2 THE COURT: But it's scheduled for next
3 week; right? It's scheduled, it's on the
4 Jury Roster for next week; is that my
5 understanding?

6 MR. SUN: Right, but I'm sure that you
7 know if the discovery is allowed that would
8 be -- that would be put off I'm sure, you
9 know.

10 THE COURT: But Mr. Sun, my problem with
11 that is this, this case is a year old. As I
12 understand it, you haven't requested any
13 discovery under the rules, you haven't
14 noticed any depositions, haven't sent any
15 interrogatories, no request to produce, no
16 request to admit at all as of today, and this
17 case is now on the short Jury Roster. And
18 essentially what you're asking me to do is
19 hold this case up so that you can now, after
20 a year, conduct some discovery in hopes that
21 you will find some evidence to support your
22 position, which position is contrary to the
23 filed affidavits of Ms. Varg and your former
24 wife. Is that an accurate summary of the
25 situation?

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1 MR. SUN: It is summary, it is accurate
2 the summary of the chronological event in the
3 court file, but there are so many things that
4 made it impossible too. As I said, I just
5 outlined earlier that all these -- there were
6 two Motions to Dismiss and one Motion for
7 Summary Judgement and then the letter. Of
8 course, there's also an appeal, also on the
9 motions, and also the letter from the counsel
10 saying that he would like to wait until the
11 motion is disposed of. And I have just
12 amended the -- amended at the end of March,
13 and you know the amendment was allowed by the
14 Court on Christine Varg. At the end of March
15 I amended it, so after that then they filed
16 another Motion for Summary Judgement, so I --

17 THE COURT: Well, let me do this, is
18 there anything else from anyone then on this
19 issue?

20 MR. BAKER: No, Your Honor.

21 THE COURT: Mr. Sun, anything else?

22 MR. SUN: No.

23 THE COURT: Mr. Sun, I'm going to deny
24 your Motion to Continue for the reasons that
25 we've discussed on the discovery. You know I

1 certainly understand that anyone always wants
2 to have more information, but after a year
3 when no discovery has been requested under
4 the rules it would be an error for me to
5 continue a Summary Judgement Motion for more
6 discovery when actually none has really been
7 officially requested, so I'm going to deny
8 that motion. With regard to the Summary
9 Judgement Motion, I'm left with the
10 affidavits of the parties which I've reviewed
11 and having reviewed the information that
12 you've put into the Court and that put in by
13 Ms. Varg, I'm going to grant the Summary
14 Judgment Motion on behalf of Ms. Varg. I
15 mean, I understand from your affidavit you
16 have certain suspicions that Ms. Varg may
17 have done something, but mere suspicions I
18 don't even think rise to a scintilla of any
19 sort of factual issue with regard to your
20 allegations. I mean they're nothing more
21 than suspicions backed up by nothing as far
22 as I could tell. And faced with Ms. Varg's
23 affidavit and your former wife's affidavit,
24 and yours that contain your suspicions, I
25 think I've got no choice under the rules but

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1 to grant the defendant's Summary Judgement
2 Motion, which I'm going to ask Ms. Varg's
3 attorney to prepare an order on both the
4 Continuance and the Summary Judgement and
5 with a copy to you. So, I would appreciate
6 it if you would do that for me and again
7 share it please with Mr. Sun, first.

8 MR. BAKER: Thank you, Your Honor.

9 THE COURT: Unless there's anything else
10 for the record, that will conclude the
11 record.

12 (Hearing concluded at 9:50 o'clock a.m.)
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STATE OF SOUTH CAROLINA)

: C-E-R-T-I-F-I-C-A-T-E

COUNTY OF BEAUFORT)

I, Sabre Bridgers, Court Reporter and Notary Public, certify that the aforementioned parties did appear before the Honorable Judge Marvin H. Dukes, III at 9:00 o'clock a.m. on Thursday, July 12, 2012, at the Beaufort County Courthouse, Beaufort, South Carolina; that the pages constitute a true and accurate transcript of the testimony given at that time and place.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 7th day of September, 2012



Sabre Bridgers

Notary Public for South Carolina

My Commission Expires: February 2, 2020



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**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas**

**Carmen Mullen, Circuit Judge
Marvin H. Dukes, III, Master-In-Equity**

**APPEAL CASE No. 2011-204367
Circuit Court Case No. 2011-CP-07-02546**

**OLESYA MATYUSHEVSKY, CITIZENS
OPPOSING DOMESTIC ABUSE, CHRISTINE
VARG and LILING SUN**

Respondents

v.

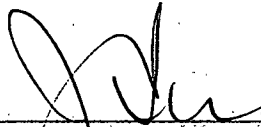
JOSEPH C. SUN

Appellant

**CERTIFICATE OF COUNSEL
ON CORRECTED RECORD ON APPEAL**

The undersigned hereby certifies that the Corrected Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

May 10, 2014.



**JOSEPH C. SUN, pro se
P. O. Box 151
Bluffton, SC 29910
843-227-0963**

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SC Court of Appeals

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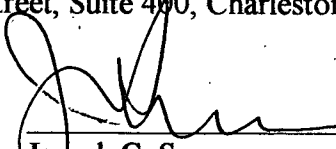
Appellant

PROOF OF SERVICE

I certify that I have this date served all the Respondents a copy of the Corrected Record on Appeal and the Certificate of Counsel by depositing copies of same in the United States Mail, postage prepaid on February 17, 2014 to the following addresses:

J. Sam Scoville, Esq. P.O. Drawer 1107, Beaufort, SC 29901

Jackson H. Daniel, III, Esq. 40 Calhoun Street, Suite 400, Charleston, SC 29401


Joseph C. Sun, pro se
P.O. Box 151
Bluffton, SC 29910