

**RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA  
In The South Carolina Court of Appeals  
APPEAL FROM GREENVILLE COUNTY

Greenville County of Common Pleas thirteenth judicial circuit  
Honorable Circuit Court Judge

Perry, H

Gravelly

Case Number

2018-001886

Drake Malpass, Appellant,

v.

Nick Burns, Respondent.

**RECEIVED**

MAR 28 2019

SC Court of Appeals

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RECORD ON APPEAL  
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Drake A. Malpass  
327 Brown Rd,  
Simpsonville, South Carolina 29681  
(864) 918-7803  
Pro se

Nick Burns  
446 Crosby Cir.  
Greenville, South Carolina 29605

Pro se

*Drake Malpass*

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

Drake Malpass,

Case No: 2018-CP-23-03897

Appellant,

v.

**ORDER**

Nick Burns,

Respondent.

This matter comes before the Court upon Appeal from Magistrate's Court in which the Magistrate dismissed the case against Appellant Drake Malpass. The Magistrate had found that while a partnership had existed, the partnership had not extended to the employment contract of the Defendant and "Let's Dance" and that the matter had been resolved in a previous action.

In appeals from the magistrate court, the circuit court "may affirm or reverse the judgment of the [magistrate], in whole or in part, as to any or all the parties or for errors in law or fact." S.C. Code Ann. § 18-7-170. The Plaintiff argued that the Uniform Partnership Act (U.P.A.) applied to this matter and thus that the Plaintiff would be entitled to one half of the defendant's earnings while the partnership was in existence. The Court asked if these claims could have been presented in the previous action before the Magistrate to which he replied that he had forgotten about the applicability of the U.P.A. until he was reviewing the final order. The March 2018 hearing was heard by a different Magistrate and found for Appellant and awarded him damages for the recovery of his investment from the Partnership. Since the Plaintiff's failed to assert these additional claims in the previous matter when he acknowledged that he could have, then he is barred from litigating the case in a subsequent matter.

1           **MR. MALPASS:** Yes, sir.

2           **THE COURT:** All right. But you've had that claim -- if  
3 you'd have thought about it, would you have had that claim  
4 in January of 2018 when you filed this?

5           **MR. MALPASS:** Yes, sir.

6           **THE COURT:** All right. I just wanted to kind of get  
7 all that down. So you can proceed.

8           **MR. MALPASS:** Okay.

9           (Pause)

10          **THE COURT:** Sorry to throw you off.

11          **MR. MALPASS:** Oh, no, you're fine. I had everything  
12 written down. I'm trying to sort out what I've already  
13 said.

14          The motion that I included as a dispositive from the  
15 March hearing where Nick said we were being a part of other  
16 businesses, that proves that that was the business model of  
17 our partnership. And it proves that when he went to Let's  
18 Dance, that was being a part of other businesses and,  
19 therefore, speaks to intent on his intent of signing to the  
20 -- to Let's Dance, which binds the partnership.

21          **THE COURT:** All right. Anything else?

22          **MR. MALPASS:** No, sir.

23          **THE COURT:** All right. Mr. Burns, glad to hear from  
24 you.

25          **MR. BURNS:** Okay. I'll stand up. Your Honor, in 2015

D: they are correct

J: okay

N: this is a birthday image, and this is an image I edited with the iphone camera.

J: Okay, and you were an investor on these mr Malpass or like a partner?

D: partner

J: im going to give these back to you.

D: the character of o'snap was not o'snap the robot in the picture has no ties to me as a person.

N: are you serious drake?

J: hold on, I understand that there is going to be some dispute there, but regardless of the pictures my point is that you were considered a partner in this. So how much did you invest mr burns?

N: I invested everything.

J: give me a monetary amount

N: I am homeless right now because I put everything into the business.

J: but what im trying to get to is like I said yall were considered partners in this, oh you did put in your attachment to answer that you invested in a business partnership, and you admit mr Malpass that you were a partner. So let me ask you this mr Malpass, hold on mr burns, why do you think that he owes you \$500? You were considered a partner, if the venture fell through, you're a partner and it just collapsed and now defunk, is it now defunk and no longer exist?

N: yes, it doesn't exist

J: why do you think he owes you the \$500 if you were considered a partner? You took a chance and yall agreed on it, and once you paid the \$500 and it fell through there is nothing he could probably do to prevent that. It just didn't work out, so why do you think Nick owes you the \$500 back?

D: because Nick terminated the partnership. Based on page

J: I see this here, are you talking about what is on the last page?

D: of where Nick - its on the third page

J: is it where you say, or where it says to make it more difficult yall were showing fake support I will give your \$500 back and then go ahead delete me.

D: no, no, it starts with my focus group

J: okay I see it. My focus group decided to drop osnap design out of the show and book because of copyright issues with the design. Its not you at all. Also, amy doesn't need a dj for the party that is scheduled this weekend. Im part of a creative group at envision some of the best creative people that use their abilities for Jesus. I think that you would be a good candidate as a member if you are interested. So basically your saying that osnap was your osnap design was that the name of your company?

N: osnap was a character that we used to target children for dance clubs. He was using the mask in clubs that has nothing to do with kids and that is why I had to terminate that character because it was not helping focus on children. It was more focused on what he wanted to do. And that is why I cancelled that character.

J: okay I appreciate your response on that. Alright mr burns present your witnesses and I will come back to you mr Malpass.

N: as for the claim of me having to owe money from Let's Dance, I was hired as an employee as nick burns, not jam jam, and I have amy forde to witness for that.

J: say again, you were hired as an employee for who?

A: I have a dance studio

J: okay that is what im trying to get at, what is your name again?

A: amv forde

J: okay ms forde go ahead please.

J: Okay, thank you. Alright

D: All the witnesses have motives to lie for him. Michele is in an intimate relationship with Nick. Susan is a member of the salsa team that Michele is a part of, and came to her aid when she said that her boyfriend was in trouble.

Amy is Nick's employer. While I have no charge of perjury against her, any testament from her should be questioned, as Nick is known to prime witnesses, and he is considered family to her, which I have a text message, in addition to making her studio a lot of money. I am suing for \$7,500, and seeking justice on all charges of Deception.

J: Okay, let me go find that original file right quick. I'm going to take just a short recess. Okay, alright, correct me if I'm wrong, either one of you, your first hearing was regarding basically the investment. And then it looks like money for work done at Wofford College, which is nothing that you have mentioned this far. correct?

D: The picture, year.

J: Okay, disregard that because that was heard already and we are not hearing it again. You can't do that. Alright, so forget the picture, forget Wofford. That was in your original claim. Okay. Alright, so you are seeking \$7500 based on

D: Based on the hours advertised in this flyer, times the number of weeks that was carried out, times his pay rate.

J: Okay, and you are saying, when did these occur?

D: These classes were from the summer of 2017, and were carried out all the way thru the end of this dance season, which follows the Greenville County school schedule.

J: Uh Hur

D: So, these classes ended in somewhere around June, and Amy can

J: So for the whole school year

D: Yeah

J: Okay, alright that's what I needed. Okay, are you done for now?

D: Yes

J: Yes, Okay, alright Mr. Burns your up.

N: Uhm, as for allegations into him getting paid for working, he and his services were not used at all. The schedules for the classes, they did not fall through. I actually, the whole business itself came down and I was hired as an instructor by Amy Forde. I actually took a break. Uhm, I actually have a paper here that will explain everything.

J: Sure, show it to him and then you can bring it to me.

N: You can have that copy. I also have documentation that shows my employment with Ms. Amy Forde.

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**Record Update Information**

Updated: 06/24/2017 11:29am  
 Created: 07/01/2011 4:59pm

**Core Instructor Information**

**instructor**

No 333059

**Name:**  
 (f/m/l) Nick Burns

**Status** Active

Male Birth Date 05/09/1991 Age: 27

**Sex** years, 1 months

**Hire Date** 09/01/2011 Employee Tenure: 6 years, 9 months

**Title** teacher

**Address Line 1** 401 Boyd Ave.

**Address Line 2**

**City / State** Simpsonville SC

**Zip Code** 29681 **Country:** United States

**Phone #1** (864) 361-7253 **Desc.** [SMS](#)

**Phone #2** **Desc.** [SMS](#)

**Phone #3** **Desc.** [SMS](#)

**Email** jamjamcreativearts@gmail.com

[Save Changes](#)

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**Assigned Classes List**

Total Classes: Active = 18, Inacti

Class name	Session/Group	Status	Beg Date	End Date	Schedule	Classroom	Ages
Camp Hip HopIII		Active	07/23/2018	07/27/2018	SMTWTFS	Mauldin B	10y - 14y
Co. HH Dragon		Active	06/11/2018	07/30/2018	SMTWTFS	Mauldin B	10 anc up
Co. HH Falcon		Active	06/11/2018	07/30/2018	SMTWTFS	Mauldin B	7 and up
Co. HH Girls I		Active	06/11/2018	07/30/2018	SMTWTFS	Mauldin B	8 and up
Co. HH Girls II		Active	06/11/2018	07/30/2018	SMTWTFS	Mauldin B	12 anc up
Co. HH Jaguar		Active	06/11/2018	07/30/2018	SMTWTFS	Mauldin B	10 anc up

Certificate of Counsel

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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 4, 2019

/s/ Drake A.

Malpass  
Drake A. Malpass  
327 Brown Road,  
Simpsonville, South Carolina 29681  
(864) 918-7803  
Pro se

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