

State of South Carolina
County of Anderson

Court of Common Pleas

Taranika S. Webb)
)
 Plaintiff,)
 v.)
 Fairview Gardens)
)
 Defendant.)

Transcript of Record
2018-CP-04-01409

March 19, 2019
Anderson, South Carolina

B E F O R E:

The Honorable J. Cordell Maddox, Judge.

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

Taranika S. Webb,
Plaintiff

Phillips McWilliams, Esquire
Attorney for the Defendant

Lisa Scott
Circuit Court Reporter

P R O C E E D I N G S

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THE COURT: All right. *Webb v. Fairview Gardens*. This a motion to dismiss; is that right?

MR. MCWILLIAMS: Yes, Your Honor.

THE COURT: Okay. Are you Ms. Webb?

MS. WEBB: Yes.

THE COURT: Okay. Just for the court reporter, y'all introduce yourselves just -- and then I'll let you explain your motion after.

MR. MCWILLIAMS: Phillips McWilliams, Your Honor.

THE COURT: Okay.

MS. WEBB: I'm Taranika Webb.

THE COURT: Okay. Ms. Webb, you don't have a lawyer. The only thing I would ask is that when you're talking, stand up so she can hear you.

All right. They filed a motion to dismiss, so apparently you're -- they're asking me to dismiss your case. I don't know what your case is about, but give me some background and tell me what you need.

MR. MCWILLIAMS: Yes, Your Honor. Phillips McWilliams for the defendant, Fairview Gardens.

And this is actually Ms. Webb's second bite at

1 the apple. My colleague, George Reeves, argued a
2 motion to dismiss in front of Judge Sprouse
3 previously, and he granted her leave to amend her
4 complaint. Gave her 30 days -- 30 days to amend it.
5 She did amend her complaint and actually assert
6 three causes of action, which are breach of
7 contract, negligence, and invasion of privacy.
8 However, she failed to allege any of the elements of
9 those claims or any facts in support of those
10 elements.

11 For a breach of contract claim, she's alleged
12 there is a handbook between her and the apartment
13 complex that somehow constitutes a contract. That,
14 one, doesn't -- there's no facts there to show that
15 that is a contract. Two, there's no facts in her
16 complaint that show that Fairview Gardens breached
17 that contract. And even if those two facts were
18 there, she's not alleged any damages caused by that
19 breach. Therefore, that claim is wholly
20 insufficient and should be dismissed.

21 Her second cause of action is negligence, which
22 she supports with the allegation that she came home
23 one day and found a set of keys in her apartment
24 door. There's no allegation of a duty on behalf --
25 on the part of Fairview Gardens. There's no

1 allegations of that saying that Fairview Gardens
2 breached that duty by negligent act or omission.
3 And, finally, there's no allegation that -- that
4 allege -- that alleged breach proximately caused any
5 damages to Ms. Webb. So, again, we ask that claim
6 should be dismissed.

7 Her final cause of action is an invasion of
8 privacy claim. South Carolina -- and the facts she
9 said has to support this, is she alleges there is a
10 peeping Tom somewhere in the apartment complex.
11 There are three causes of action that South Carolina
12 law recognizes that are related to privacy rights.

13 The first is wrongful appropriation of
14 personality, which a peeping Tom could not
15 constitute. The second is wrongful pub -- wrongful
16 publicizing of private affairs to get a peeping Tom
17 allegation we will touch on. The final is a
18 wrongful intrusion into private affairs. But even
19 here, she's failed to allege any facts that she had
20 elements of that claim, which are an intrusion into
21 that which is private, that it's substantial and
22 unreasonable enough to be legally cognoscible, and
23 that act was intentional.

24 Here she has alleged an act on the part of a
25 third party that may not be intentional, but there

1 has been no act on the part of Fairview Gardens was
2 intentional to support this cause of action.

3 So, Your Honor, we'd ask that you dismiss this
4 complaint given that it's her second bite at the
5 apple. She's already been allowed to amend it once,
6 and she's still failed to allege any facts to
7 support her cause of action.

8 THE COURT: All right. Well, let me ask you
9 this: The breach of contract, is there -- is there
10 a lease agreement?

11 MR. MCWILLIAMS: My understanding is there is a
12 lease agreement, yes, Your Honor.

13 THE COURT: Okay.

14 MR. MCWILLIAMS: But she has failed to allege
15 anything with -- with the lease agreement in her
16 complaint.

17 THE COURT: Okay. All right. Yes, ma'am.
18 Anything you want to reply to that? Whose keys were
19 they?

20 MS. WEBB: They was the apartment complex's
21 keys. They was doing their annual inspection, and I
22 came home from work, and they left the keys in
23 the -- in the door from their annual inspection.

24 THE COURT: Oh, okay.

25 MS. WEBB: I talked to one of the corporate

1 offices today and asked them about their policy on
2 annual inspections. And I talked to Simone. She
3 said -- these were her exact words. And I talked to
4 her today at 11:21 a.m., and I was actually -- this
5 is what she stated: "Leaving the keys in the
6 resident's door is against our policy, and this
7 should not -- this should not have happened. This
8 should have never happened."

9 And then she said that I should have
10 contacted -- when I went to the leasing -- when I
11 went to the leasing office to ask -- to ask them
12 about the keys, they was gone and out to lunch, so I
13 couldn't -- there was nobody there to talk to.

14 As far as the -- the handbook, I did bring a
15 copy of the handbook that goes with the contract --
16 the lease -- the -- the lease that I signed with
17 Fairview Gardens apartments.

18 And as far as the peeping Tom, he -- I don't
19 know. His -- you can hear the person in the -- in
20 the -- in his -- in his apartment. And I have
21 complained about it for many, many, many, many
22 months. And I -- I moved there, and I keep telling
23 them, I moved there from being homeless. So as far
24 as me moving there and just quickly moving out, I
25 didn't want to it because I've been homeless. It

1 was my first thing -- I ain't never been homeless
2 before.

3 THE COURT: Right.

4 MS. WEBB: And so -- well, I moved there from
5 being homeless. So when I went and contacted the
6 lease -- the property manager, and, you know, they
7 never really took it serious. They laughed it off.

8 And then I went to their corporate office, and
9 I just e-mailed Mr. Reeves an e-mail today from the
10 corporate office -- from corporate office with no
11 replies because they never reply back about it,
12 so...

13 THE COURT: They won't move your apartment?

14 MS. WEBB: Huh? They won't ---

15 THE COURT: They won't move you to another
16 apartment?

17 MS. WEBB: --- they won't move me into an
18 apartment. I've been to my mom's. Most of my
19 family lives on low income, so, you know, you only
20 can be there for a number of days, and then I have
21 to move back out and move back in.

22 - THE COURT: No. But, I mean, Fairview Gardens
23 won't move you into another apartment away from this
24 person that's ---

25 MS. WEBB: No! The person that I complained

1 about when I first moved in, they moved the person
2 right next door to me because he would run and kick
3 my door and steal my mail and do things like that.
4 So when I complained about it, they moved him right
5 next door to me, and then it just got -- it just got
6 worse from there. He stole ---

7 THE COURT: You mean he was doing that stuff
8 before he lived next door to you?

9 MS. WEBB: Yes. He had lived there before me,
10 before I did, so...

11 THE COURT: So he was kicking your door and
12 stealing your mail ---

13 MS. WEBB: Kicking my door and ---

14 THE COURT: --- and he lived somewhere -- wait
15 a minute. Wait a minute. He lived somewhere else
16 in the apartment?

17 MS. WEBB: He lived across the hall -- across
18 the building across the -- he lived in the building
19 right across from me.

20 THE COURT: And did you complain about him
21 doing that?

22 MS. WEBB: Yes.

23 THE COURT: And they moved him next door to
24 you?

25 MS. WEBB: Right next door to me.

1 THE COURT: Why would they do that?

2 MS. WEBB: Well, his grand -- well, his
3 grandma -- he used to live with his grandma, and
4 then he got his own little apartment. So he
5 lived -- so when he moved from his grandma, he moved
6 right next door to me.

7 MR. MCWILLIAMS: Your Honor, I -- I'm not aware
8 of any of these facts, but none of them are in the
9 complaint. And even if she says that the keys were
10 left by someone from Fairview Gardens, which that
11 fact is not in the complaint, she's not alleged how
12 she was damaged or harmed from any of that.

13 THE COURT: Yeah, no. Hey, here's -- here's
14 the deal, you probably ---

15 MS. WEBB: I understand what you're saying.

16 THE COURT: --- you've probably -- he's
17 probably right, but here's the deal. On the key
18 thing, I'm going to grant you that.

19 On the breach of contract, I -- I'll have to
20 grant their motion to dismiss, but I'm going to take
21 under advisement the privacy matter. And here's
22 what would be kind of a nice way to resolve this and
23 then, is to get that guy moved to another apartment
24 or move her. I mean, I -- I don't think you have
25 any chance to win legally. I'm being honest with

1 you, but I'm going to hold off on ---

2 MS. WEBB: Would I win on this ---

3 THE COURT: Hold on a minute. I'm going to
4 hold of on deciding and maybe they'll get you moved
5 while -- maybe they will.

6 MS. WEBB: I really, really -- I really want to
7 buy me a house, so I really don't want to stay on
8 that property -- that property. I really want to go
9 from low income to owning my own is why I'm here.

10 As far as my case, I don't know, you know.

11 THE COURT: He's right about all the
12 legalities. How long are you going to be staying at
13 Fairview Gardens?

14 MS. WEBB: I'm hoping to be moved out soon.
15 I'm going to move back to -- in my family's house,
16 and I stay there every now and then, but...

17 THE COURT: Okay. So it wouldn't help you if I
18 ask them to move him or move you?

19 MS. WEBB: Huh?

20 THE COURT: It wouldn't help you much if I ---

21 MS. WEBB: It may help some if I'm -- yeah,
22 it'll help.

23 THE COURT: See what you can do, and I -- and
24 then I -- I got to tell you, and I'm going to take
25 it under advisement for ten days. I probably have

1 to rule in his favor, which means your lawsuit's
2 out, but I'm doing that to see if they'll move you
3 and -- and get this resolved.

4 MS. WEBB: Okay.

5 THE COURT: Okay. Good luck to you.

6 MS. WEBB: If you do it -- if you dismiss my
7 case, can you do it without prejudice, please?

8 THE COURT: I probably really shouldn't, but
9 I'm not sure that would prevent you -- I mean, you
10 may have some issue here. The lease is the real
11 contract, not the handbook. I can't give you legal
12 advice. That's illegal. So I'm just telling you
13 that that's my opinion, but I'll see what I can do.
14 Let's see if we can get you moved. See what you can
15 do.

16 MR. MCWILLIAMS: I'll look into it, Your Honor.
17 Do you need anything from us in ten days or...

18 THE COURT: Yeah, send me an e-mail in ten days
19 and send a copy to her just to remind me of it, and
20 then I'll let you know on that issue only. So,
21 basically, the only thing you have left is the
22 privacy issue, and I'm just hoping they move you so
23 you can get away from this crazy person. Okay.

24 MR. MCWILLIAMS: So, Your Honor, I just want to
25 make sure I understood. You're dismissing the

1 breach of contract and the negligence action and
2 you're hold ---

3 THE COURT: Yep.

4 MR. MCWILLIAMS: --- you're taking under
5 advisement for ten days the invasion of privacy?

6 THE COURT: Yep.

7 MR. MCWILLIAMS: All right. Thank you, Your
8 Honor. And I'll -- I'll e-mail you in ten days, and
9 I'll look into that.

10 THE COURT: Okay. See if we can help her out.

11 MR. MCWILLIAMS: Yes, sir.

12 MS. WEBB: Thank you.

13 THE COURT: Good luck to you.

14 MS. WEBB: Thank you.

15 (The proceedings concluded at 2:42 p.m.)

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