

**RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**

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SC Court of Appeals

APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

Cordell Maddox Jr., Circuit Court Judge

Case No. 2018-CP-01409  
Appellate No.2019-000754

Taranika S. Jackson

Appellant

v.

Fairview Gardens

Respondent

**RECORD ON APPEAL**

Taranika Webb  
Miracle Mile Drive Apt162  
Anderson, South Carolina 29625  
(864) 2216366  
PRO SE

George Reeves  
1320 Main Street, Suite 750  
Columbia, South Carolina 29201  
(864) 255-0000  
Attorney for Respondent

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## Record of appeal

Issues 1: Invasion of privacy- was Dismissed with prejudice after a ten-day advisement issued by judge Cordell Maddox on April 4,2019. The respondent in this case did not move appellant. In an invasion of Privacy General element for this tort. These elements were proven in court and in the amended complaint. The defendant intruded into the plaintiff's seclusion or Solitude, the intrusion would be objectionable to reasonable person. Considering that the defendant did not do what he was supposed to do which was move plaintiff in this case he should have been held in contempt of court. R (proceeding p.10 line 24-25, p11 line1-3) (proposed order p.4-5)

Issues 2: Breach of Contract- This was granted in the hearing on March 19,2019 but later dismissed. To prove that there was a breach of contract you have to prove that there was a lease agreement this was establish at the beginning of the lawsuit in the complaint. The judge stated in the hearing that he was only going to rule on the invasion of privacy. This company promise to follow all rules but never took the peeping tom complaint serious. This was dismissed in court without prejudice the judge was only going to make a ruling on one. R (Transcripts p.6 line18-25)

Issues 3: Negligence- this was dismissed in the hearing on March 19.2019 without prejudice the judge was only going to rule on the one Invasion of privacy. There was a Statement from the Corporate office stating that this should have never happen. R (proceeding p.11 line 24-25, P.12 line1)

Issues 4: Bias Judge This Judge was going to rule with the attorney either way never really holding the defendant to nothing. He should this in his statements and word in the proceedings. (Abuse by Discretion) (proceeding p.9 Line 19-25) (proceeding 11 line 1-3)

Issues. Keys Granted in this case in this case. Form 4 should have been submitted because it makes it and order the defendants submitted this proposed order and left out some information.(proceeding p.9 17-18)

# EXHIBIT A

(HANDBOOK/LEASE)

# HOUSE RULES

P#4

for

**Fairview Gardens**  
1101 Williamston Road  
Anderson, SC 29621  
(864) 225-3933 (Office)

(855) 575-1570 (Maintenance Emergency)

**All Other Emergencies, Please Call 9-1-1**

**Management Company:**  
**PK Management, LLC**  
26301 Curtiss-Wright Parkway, Suite 110  
Richmond Heights, Ohio 44143

**Owner:**  
**Fairview Garden Investors, LLC**  
15301 Ventura Boulevard, Building B, Suite 570  
Sherman Oaks, CA 91403

**Effective Date: January 1, 2014**

PK Management, LLC strives to maintain a safe and pleasant living environment. This can only be accomplished with the help and cooperation of all our tenants. Therefore, we require you to practice the following. Violation of any of the rules below is considered a violation of the lease and can be cause for eviction and/or loss of assistance.

**BUILDING SAFETY:**

1. Do not give relatives, friends or anyone not on your lease, apartment or lobby entrance keys without prior, written approval. To obtain permission for an additional key and/or fob, and to obtain written approval by Management, contact the office during normal business hours.
2. Do not open any building entrance door for strangers.
3. When moving furniture or other large objects, doors must be attended at all times.
4. If you see any common area entrance door propped open, please close it and report the occurrence to the office. If you believe any common area entrance door is malfunctioning, please contact the office to report a service request.
5. Do not press your apartment entrance buzzer/intercom for a person to enter the building until you verify that the person who rang your intercom buzzer is coming to visit you.
6. Keep your apartment door closed and locked at all times. Identify visitors before opening your door.
7. Keep your windows and/or screens securely latched and locked.
8. Report any suspicious persons or activities to the police and then, notify Management.
9. Be cautious and alert of your surroundings as you come and go from your apartment and automobile.
10. Firearms are not permitted on the premises or in resident apartments.

**FIRE SAFETY GUIDELINES:**

1. All hallways, stairways, lobbies and/or other common areas are non-smoking areas.
2. If you, your family, or guests do smoke in your apartment, carefully extinguish all cigarettes and matches. DO NOT smoke in bed.
3. If you have a battery-operated smoke detector, NEVER remove the battery except to replace it with a new one. Test your smoke detector (battery or hard-wired) regularly to make sure it is working properly. If your smoke detector is not working, if it beeps intermittently, or if you have any reason or concern regarding it being operational, notify Management IMMEDIATELY! As per the Smoke Detector Policy you will be assessed actual costs, if your smoke detector has been damaged and needs replaced.
4. If your apartment is equipped with a Fire Stop canister, do not remove or alter the canister. Report any use or malfunction to management immediately.
5. Live Christmas trees are not permitted in apartments or on balconies.

6. Outdoor cooking/barbecuing is permitted on grills in common areas provided by management only. Coals must be distinguished with water until cool immediately after use. Personal grills of any type must be pre-approved, in writing, by management. No outdoor cooking within 15 feet of any building, parking area, fences or enclosures is permitted. No barbecues are permitted on balconies.
7. Use care when cooking. NEVER leave cooking food on the stove or in the oven unattended. No cooking or baking is permitted in areas other than the kitchen.
8. Flammable liquids of any kind are not to be stored anywhere in your apartment or storage locker. Do not store aerosol cans, of any kind, near any source of heat as they may explode. If you have a utility closet with a furnace or hot water heater in your apartment, NOTHING may be stored in that utility closet. If your apartment has a utility/storage/laundry room, NOTHING may be stored within 3 feet of the furnace or hot water heater.
9. Dryer vents must be properly installed and cleaned regularly.
10. Do not use ovens as an additional source of heat within your apartment. Should you have concerns or questions regarding heat, contact Management.
11. Do not overload electrical outlets and do not use electrical appliances that are defective.
12. Do not place extension cords, or any type of electrical cord under a carpet. Room traffic will damage the cords possibly causing a fire hazard. All electric cords should be checked for possible fraying. Exposed wire in any appliances, lamps, or extension cords may produce sparks and cause electric shock and/or fire.
13. Check light fixtures to be sure only proper wattage bulbs are being used. Over-wattage can cause overheating and start a fire.
14. Do not prop open hallway or apartment entrance doors.
15. Tenants will be responsible for any and all costs of damage to the apartment due to a fire that is deemed to be the tenant's fault for reason of accident, neglect or intention.
16. If there is a fire in the apartment, the tenant is responsible for removal of any and all necessary personal articles and/or furniture as soon as it is deemed safe to do so, in order for the necessary repair work to be completed.
17. If the damage to the apartment is deemed to be the tenant's fault, the tenant will be responsible for all expenses incurred if it is necessary to live elsewhere while repair work is done.

**WELLNESS CHECKS OF TENANTS:**

1. Should you believe a tenant or their guest within the building or on the property is in need of immediate medical attention, CALL 9-1-1 as quickly as possible.
2. Do not call management first, again, please call 9-1-1. Management will not enter or open an apartment to family and/or friends to conduct a well check of a tenant.

3. Management will assist police, fire or paramedic officials with gaining access to the building during regular business hours, when staff is available, only. Management will not be responsible for assistance in gaining access to individual apartments.
4. During and/or after business hours, always call 9-1-1, first!
5. The tenant is responsible for all costs incurred for emergency services to gain access to the apartment in order to respond to an emergency call or perceived emergency by relatives, friends or management.

**MAINTENANCE EMERGENCIES:**

During normal business hours, should you have a maintenance emergency in your apartment or in a common area, please contact management by calling the office at (864) 225-3933. Should management be unavailable or after business hours, please call (855) 575-1570.

Report all maintenance requests directly to the office immediately. Failure to report needed maintenance within a resident's apartment may result in that resident being charged for damages due to the problem going unreported.

**LOCKS/LOCK-OUTS:**

1. During regular business hours, contact the office to request service should you be locked out of your apartment or mailbox.
2. After regular business hours, please call the emergency answering service at (855) 575-1570. The on-call maintenance person will be notified and will respond.
3. Identification will be required prior to apartment being opened by management.

The following are charges for replacements and lockouts:

Mailbox Key Replacement	Vendor Cost
Mailbox Lock Replacement	Vendor Cost
Apartment Key Replacement	Vendor Cost
Apartment Lock Replacement	Vendor Cost
Additional Lockout Charge during business hours	Vendor Cost
Additional Lockout Charge after business hours	Vendor Cost

**RENTER'S INSURANCE:**

Renter's insurance is highly recommended to protect tenants/occupants from accidental property damage expenses. Although not required for tenancy, the cost is minimal and the benefits may be great should the need arise. Management is not responsible for any loss or damage to the tenant's personal property, even if circumstances of natural disasters or fires or floods that are caused by the tenant.

**MOVING:**

1. Tenant's move-in and move-out is permitted daily between the hours of 9:00 a.m. and 7:00 p.m. Arrangements for a freight elevator key (where available) must be made prior to move-in or move-out and will be available Monday through Friday from 9:00 a.m. to 5:00 p.m.
2. All moving boxes must be broken down and placed directly into the rubbish containers outdoors. Do not put boxes down the compactor chute or leave empty boxes on the compactor room floor, if applicable.

**EXTENDED ABSENCE OR ABANDONMENT:**

1. Tenant may not be absent from apartment for an extended period of time that is longer than 60 continuous days or for longer than 180 continuous days for medical reasons. Owner/Management may allow exceptions for extenuating circumstances. Tenant must request, in writing, for an extenuating circumstance to be approved. Management will approve or disapprove the request and respond in writing via regular mail within 72 hours of receipt of the request.
2. Rules regarding abandonment will be consistent with state and/or local law regarding non-payment of rent should the abandonment include non-payment of rent and/or failure to acknowledge or respond to notices from management regarding non-payment of rent.
3. Should management become aware that the tenant might have abandoned their apartment, management will hand deliver a notice to enter the apartment for inspection, a minimum of twenty-four (24) hours prior to the inspection. Upon the tenant's failure to respond to the notice, management will enter the apartment to determine if the apartment has been abandoned. Management may or may not take pictures within the apartment during the inspection.
4. Upon inspection of the apartment, should management determine the apartment has been abandoned, a notice will be mailed via registered mail and hand delivered to the apartment that the apartment will be taken as abandoned as per state and/or local laws.
5. Landlord will follow local ordinances for disposition of personal belongings and not be liable or responsible for disposition upon accordance of following those statutes.

**VISITORS/GUESTS:**

1. Guests are not permitted to stay with Tenant, in the apartment, for more than one (1) continuous week or a total of fourteen (14) days in a calendar year. Tenants are not permitted to have more than two overnight guests stay in their apartment at the same time. Management may allow for extenuating circumstances. Tenant must request, in writing, for management's approval.

1. Loud noise, loud music, disorderly conduct, roaming in hallways or congregating in public areas, which includes parking areas, that may negatively affect the rights and quiet enjoyment of tenants and their guests will not be tolerated. Tenants are encouraged to contact the police to report such incidents and, in addition report such incidents to management.
  2. Tenants shall not engage in any unlawful or criminal conduct or permit tenants' guests, invitees, occupants or other persons for whom tenant is responsible to engage in any threatening, unlawful or criminal conduct or to act in any way while on the property that will injure the buildings reputation or disturb or endanger anyone at the building.
  3. Do not prop common entrance doors open at any time. Tenant is responsible for their guests, invitees, occupants, or other persons, to assure doors are not propped or blocked open in any fashion.
  4. No resident shall allow excessive volume from the following: record player, stereo equipment, radio, television, musical instrument and computer.
  5. If it is discovered that a household member was erroneously admitted (the household member was subject to a lifetime sex offender registration requirement at admission and was admitted after June 25, 2001), the owner/agent must immediately pursue eviction or termination of assistance for the household member.
- NOISE, DISTURBANCES, CRIMINAL ACTIVITY:**
1. Unauthorized persons are not permitted in the building. Tenant shall not allow guests to stay in addition to these established days and/or number of guests.
  2. Unauthorised persons are not permitted to enter the building. Tenant shall display proper badges or other credentials and may be permitted to enter the building and apartment door when leaving the building or apartment.
  3. Tenants are responsible for their visitors, at all times, while on the property.
  4. Tenants shall not permit their guests, invitees, occupants, or other persons for whom tenant is responsible to roam the building unattended.
  5. It is the tenant's responsibility to ensure their visitor's/guest's/minor's behavior adhere to the rules set forth in the lease and house rules. Violations of visitors/guests/occupants are considered violations of the tenant and could be cause for eviction and/or loss of assistance.
  6. All visitors are to enter via the main entrance unless accompanied by tenant. Signage will be posted at the main entrance of all buildings where sign-in is required.

12. Restrictions on Alterations:

No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodation that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. General Restrictions:

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. Rules:

The Tenant agrees to obey the House Rules, which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building, and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. Regularly Scheduled Recertifications:

The Landlord shall require the Tenant to report the

9. Keys and Locks:

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$specified amount for each key not returned.

10. Maintenance:

a. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. The Tenant agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages:

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the

# **EXHIBIT B**

**(PROPOSED ORDER)**

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

Taranika Webb,

Plaintiff,

vs.

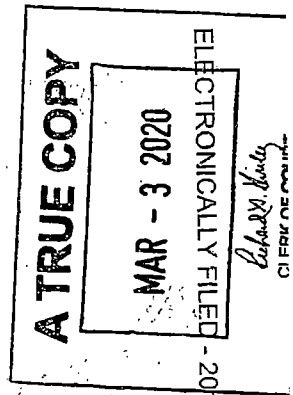
Fairview Gardens,

Defendant.

) IN COURT OF COMMON PLEAS  
) TENTH JUDICIAL CIRCUIT

) Case No.: 2018-CP-04-01409

**PROPOSED ORDER GRANTING  
MOTION TO DISMISS**



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**BEFORE THE COURT** is Defendant Fairview Gardens' ("Defendant") Motion to Dismiss Plaintiff Taranika Webb's ("Plaintiff") Amended Complaint pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. A hearing on this matter was held in Anderson County, South Carolina on March 19, 2019. Defendant was represented by counsel at the hearing, while Plaintiff represented herself pro se. After fully considering Defendant's motion and the arguments and authorities of all parties, the Court issues this Order dismissing Plaintiff's Complaint, with prejudice.

**I. FACTS AND PROCEDURAL HISTORY**

Plaintiff is a current resident of Defendant's property located in Anderson, South Carolina. On July 19, 2018, Plaintiff filed her Summons and Complaint alleging violations of her privacy rights and breach of contract. Defendant filed a Motion to Dismiss or in the Alternative Motion for a More Definite Statement on November 6, 2018. A hearing was held on Defendant's Motion to Dismiss on January 10, 2019, before the Honorable Judge R. Scott Sprouse. Plaintiff represented herself pro se at the January 10, 2019 hearing, while Defendant was represented by counsel. At the conclusion of the January 10, 2019 hearing, Judge Sprouse instructed Plaintiff to file an Amended Complaint within thirty (30) days to address the issues raised by Defendant in its

Motion to Dismiss. On January 11, 2019, Judge Sprouse issued a Form 4 Order, in which he denied Defendant's Motion to Dismiss, and instructed Plaintiff to amend her Complaint within thirty (30) days.

On January 23, 2019, Plaintiff filed her Amended Complaint alleging three causes of action: (1) breach of contract, (2) negligence, and (3) invasion of privacy. In support of these causes of action, Plaintiff alleges there is a "peeping tom" somewhere on the property owned by Defendant, that the Defendant maintained a "handbook" which promises a habitable living environment, and that on an unspecified date, Plaintiff returned to her apartment and found a set of keys hanging from her apartment door.

## II. LEGAL STANDARD

"In considering a motion to dismiss under Rule 12(b)(6), the circuit court must base its ruling solely on the allegations set forth in the [pleading]." *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 148, 714 S.E.2d 537, 539 (2011); *Doe v. Marion*, 373 S.C. 390, 645 S.E.2d 245 (2007). If the claimants fail "to state facts sufficient to constitute a cause of action" in their pleading, the circuit court should dismiss the claims. *Fleteau v. Harrelson*, 355 S.C. 197, 201, 584 S.E.2d 413, 415 (Ct. App. 2003).

## III. LEGAL ANALYSIS

### 1. Breach of Contract

In support of Plaintiff's first cause of action for breach of contract, Plaintiff alleges that "P.K. Management promised in their handbook to maintain a habitable pleasant living environment;" that Plaintiff complained of a "peeping tom" living in another apartment; and that Defendant did not respond to her complaints. These facts do not support a cause of action for breach of contract.

In order to state a cause of action for breach of contract, a party must plead and prove the following elements: (1) the existence of a contract, (2) its breach, and (3) damages caused by such breach. *Hotel & Motel Holdings, LLC v. BJC Enterprises, LLC*, 414 S.C. 635, 652, 780 S.E.2d 263, 272 (Ct. App. 2015) (quoting *S. Glass & Plastics Co., v. Kemper*, 399 S.C. 483, 491-91, 732 S.E.2d 205, 209 (Ct. App. 2012)). Plaintiff failed to plead these elements or any facts in support of these elements.

Plaintiff did not plead the existence of a contract. Although Plaintiff states that Defendant's "handbook" promises a "habitable pleasant living environment," this allegation is insufficient to allege the existence of a contract, as "it is essential in setting forth a breach of contract, either the substance of the instrument be averred in the pleading, or that the contract itself be set forth." *Jones v. Gilstrap*, 288 S.C. 525, 343 S.E.2d 646 (Ct. App. 1986) (quoting 61A Am.Jur.2d Pleading Section 92 (1981)). Accordingly, Plaintiff's allegation that the "handbook" constitutes a contract, without more, is insufficient to allege the first element of a breach of contract claim. *See Jones*, 343 S.E.2d at 648 (affirming dismissal where plaintiff failed to set forth pertinent provisions of alleged contract or incorporate contract into complaint.)

Moreover, even if Plaintiff's allegation regarding a "handbook" was sufficient to allege the existence of a contract, Plaintiff fails to plead that Defendant breached this contract or that any damages were caused by Defendant's breach. Nor does she allege any facts from which such an inference could be taken. Plaintiff's breach of contract cause of action is, therefore, dismissed with prejudice.

## 2. Negligence

The facts in support of Plaintiff's negligence claim are that on an unspecified day she came home and there were "keys hanging from [her] door" while the "[l]easing officer [was] at lunch." These facts are insufficient to support a cause of action for negligence.

In order for Plaintiff to state a cause of action for negligence, she must plead and prove the following elements: (1) a duty of care owed by the defendant to the plaintiff; (2) a breach of that duty by negligent act or omission; and (3) damage proximately caused by the breach. *Huggins v. Citibank, N.A.*, 355 S.C. 329, 332, 585 S.E.2d 275, 276 (2003). Plaintiff's allegations do not contain facts to support any of the elements of a negligence claim. Plaintiff's allegation that she found keys in her door while the leasing officer was at lunch, even if taken as true, fails to establish a duty or liability on the part of Defendant. Further, Plaintiff does not allege any damages arising from this incident or facts that would support an inference that Plaintiff suffered any damages. Plaintiff's negligence claim is, therefore, dismissed, with prejudice.

### 3. Invasion of Privacy

The entirety of Plaintiff's allegations regarding her invasion of privacy claim are: "Invasion of privacy – Because of what they allowed to happen on this property with the peeping tom and refusing to take this complaint serious. When it is a crime and also against HUD rules and policy to allow such a thing as this." These allegations fail to state a claim under any of the causes of action for invasion of privacy recognized under South Carolina law.

South Carolina recognizes three distinct causes of action related to privacy rights: (1) wrongful appropriation of personality; (2) wrongful publicizing of private affairs; and (3) wrongful intrusion into private affairs. *Snakenburg v. Hartford Cas. Ins. Co., Inc.*, 299 S.C. 164, 170, 383 S.E.2d 2, 5 (Ct. App. 1989) (citing *Rycroft v. Gaddy*, 281 S.C. 119, 314 S.E.2d 39 (Ct. App. 1984); *Wright v. Sparrow*, 298 S.C. 469, 381 S.E.2d 503 (Ct. App. 1989)).

In order to state a cause of action for wrongful appropriation of personality, Plaintiff must plead facts that establish the intentional, unconsented use of Plaintiff's name, likeness, or identity by the Defendant for its own benefit. *Snakenburg*, 299 S.C. at 170, 383 S.E.2d at 5. The Amended Complaint does not allege Defendant used Plaintiff's name, likeness, or identity for Defendant's

benefit. Accordingly, Plaintiff fails to allege a cause of action for wrongful appropriation of personality.

Similarly, Plaintiff fails to plead a cause of action for wrongful publicizing of private affairs. This cause of action requires Plaintiff to plead facts sufficient to show that Defendant intentionally disclosed facts in which there is no legitimate public interest, and that the disclosure is such as would be offensive and likely to cause serious mental injuries to a person of ordinary sensibilities. *Snakenburg*, 299 S.C. at 170-171, 383 S.E.2d at 6. Plaintiff's Complaint is devoid of any allegations that Defendant disclosed any facts about Plaintiff and, therefore, fails to state a claim under this theory.

Finally, Plaintiff's Complaint does not state a claim for wrongful intrusion into private affairs. This cause of action requires Plaintiff to plead and prove facts sufficient to establish: (1) an intrusion, (2) into that which is private, (3) that is substantial and unreasonable enough to be legally cognizable, and (4) that Defendant's act or course of conduct was intentional. *Snakenburg*, 299 S.C. at 171-172, 383 S.E.2d at 6. For purposes of the final element, "An act is intentional if (1) it is done willingly; and either (2) the actor desires the result of his conduct, whatever the likelihood of that result happening; or (3) the actor knows or ought to know the result will follow from his conduct, whatever his desire may be from that conduct." *Id.* (citing *Bazley v. Tortorich*, 397 So.2d 475 (La. 1981)).

Plaintiff's allegation regarding a "peeping tom" on Defendant's property, with no other facts to support her claim, is insufficient to allege wrongful intrusion in to private affairs on the part of Defendant. Conclusory allegations regarding the independent actions of a third-party do not sufficiently allege an intrusion by Defendant or that there was any intentional conduct by Defendant. *See Gilstrap*, 288 S.C. at 528, 343 S.E.2d at 648 (noting that even under the liberal standard applicable on a motion to dismiss, a mere conclusory allegation, unsupported by any

particularized allegations of fact, is insufficient to state a cause of action). Plaintiff has, therefore, failed to plead the elements of wrongful intrusion into private affairs claim. Accordingly, her invasion of privacy claim must be dismissed, with prejudice.

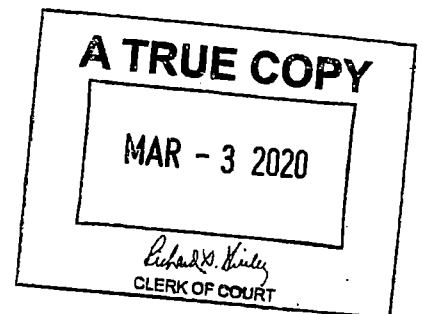
**NOW THEREFORE**, based on the foregoing, the Court hereby **GRANTS** Defendant's Motion to Dismiss, with prejudice.

**IT IS SO ORDERED.**

---

Judge J. Cordell Maddox, Jr.  
Anderson County, South Carolina

\_\_\_\_\_, 2019  
Anderson, South Carolina





Anderson Common Pleas

**Case Caption:** Taranika S Webb VS Fairview Gardens

**Case Number:** 2018CP0401409

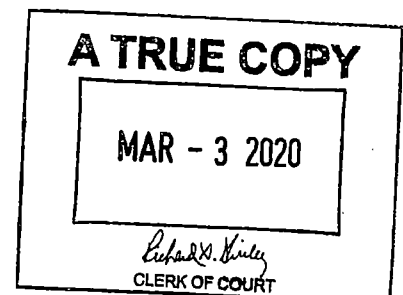
**Type:** Order/Dismissal

So Ordered

s/ J. Cordell Maddox Jr.

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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

\* \* \* \* \*

1  
2  
3 THE COURT: All right. *Webb v. Fairview*  
4 *Gardens*. This a motion to dismiss; is that right?

5 MR. MCWILLIAMS: Yes, Your Honor.

6 THE COURT: Okay. Are you Ms. Webb?

7 MS. WEBB: Yes.

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

11 MR. MCWILLIAMS: Phillips McWilliams, Your  
12 Honor.

13 THE COURT: Okay.

14 MS. WEBB: I'm Taranika Webb.

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

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

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

25 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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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 no other material.

February 28, 2020



/s/ Taranika Subrina Webb  
Taranika S. Webb  
203 Miracle Mile Drive apt. 162  
Anderson South Carolina 29621  
Taranika1heart@gmail.com

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Taravita S. Webb  
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Anderson S.C. 29624

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