

STATE OF SOUTH CAROLINA
In The Court Of Appeals

RECEIVED
MAY 26 2020
SC Court of Appeals

APPEAL FROM LEXINGTON COUNTY
R. Knox McMahon, Circuit Court Judge

Appellate Case No. 2018-001387

Patricia LutzAppellant

v.

Eastpoint Properties, LLC and Scollon Family Partnership, LLC.....Respondents

**RESPONDENT EASPOINT PROPERTIES, LLC AND
RESPONDENT SCOLLON FAMILY PARTNERSHIP, LLC'S
REPLY TO MOTION FOR EXTENSION TO FILE INITIAL BRIEF
DATED MAY 13, 2020**

Respondent Eastpoint Properties, LLC and Respondent Scollon Family Partnership, LLC (collectively "Respondents") herein reply to the Motion For Extension of Time to File Initial Brief ("Lutz Motion") filed by Appellant Patricia B. Lutz ("Appellant") on May 13, 2020 and submits that the Lutz Motion should be denied and the dismissal of the present appeal be upheld.

In support of their position, Respondents would draw the Court's attention to the fact that 1) Appellant filed the underlying case, Patricia Lutz v. Eastpoint Properties, LLC (C/A No.: 2013-CP-32-200871) in March 12, 2013, 2) the case was finally tried by a jury in June, 2018, and 3) Appellant brought this appeal twenty-one (21) months ago in July, 2018. Copies of the Summons and Complaint, Jury Verdict Form, and Notice of Appeal are collectively attached hereto as **Exhibit 1**. Taken all together, Respondents spent five (5) years in litigation in the Court of Common Pleas for Lexington County and almost two (2) years defending this appeal. Respondents

would also draw the Court's attention to the fact Appellant has failed to file her Initial Appellant's Brief or Designation of Matter to be Included on Appeal despite being given multiple opportunities to do so. Copies of the various correspondence between Appellant and the Court and orders concerning requested extensions are attached hereto as **Exhibit 2**. Respondents would additionally draw attention to the fact that the Court finally dismissed the appeal on December 5, 2019 after she failed to file Appellant's Initial Brief on September 3, 2019 or the intervening time period. A copy of the December 5, 2019 dismissal order is attached hereto as **Exhibit 3**. Respondents would draw further attention to the fact that she additionally failed to file any proposed Appellant's Initial Brief or Designation of Matter to Be Included on Appeal with her Motion to Reinstate that was granted on March 11, 2020. A copy of the Motion to Reinstate is attached hereto as **Exhibit 4**. Finally, Respondents would draw attention to the Court's Orders dated March 11, 2020 and April 15, 2020, copies of which are attached hereto as **Exhibit 5**, each state that no further extensions will be granted absent extraordinary circumstances.

In the present Lutz Motion, Appellant claims that she does not have the means to research her case because libraries and the South Carolina Court of Appeals are closed due to the ongoing COVID-19 pandemic. While Respondents do not wish Appellant to take action that would cause her harm, deny that libraries and the South Carolina Court of Appeals are closed, or minimize the ongoing public health crisis resulting from the ongoing COVID-19 public health crisis, the basis of the Lutz Motion revolves around events that have taken place over the past two (2) to two and ½ (2.5) months. The Lutz Motion ignores the previous eighteen (18) to nineteen (19) months that this appeal has been active. During that time period, Appellant has had plenty of time to research her appeal and present the Court with Appellant's Initial Brief and Designation of Matter to be Included on Appeal, and she has not done so. Her failure to take any steps to prosecute this appeal

(other than to generally request extensions of time) leads to the conclusion that she has no grounds for appeal and her baseless attempt to reinstate the same are meant to be nothing more than a hook to keep Respondents endlessly embroiled in this litigation. The Court dismissed Appellant's appeal under Rule 260¹, SCACR for her failure to comply with Rule 208(a)(1), SCACR² and Rule 209(a), SCACR³, and she has not presented good cause to reinstate or to give her additional time.

For the forgoing reasons, the Court should deny the Lutz Motion, affirm the dismissal of the present appeal and finally and forever end this matter.

Respectfully submitted,



M. Alan Peace (S.C. Bar No. 4384)
Taylor A. Peace (S.C. Bar No. 100206)
Harrell, Martin & Peace, P.A.
P.O. Box 1000
Chapin, South Carolina 29036
(803) 345-3353
*Attorneys for Respondents Eastpoint Properties,
LLC and Scollon Family Partnership, LLC*

May 22, 2020
Chapin, South Carolina

¹ Rule 260(a), SCACR provides, "Whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk shall issue an order of dismissal which shall have the same force and effect as an order of the appellate court. A case shall not be reinstated except by leave of the court, upon good cause shown, after notice to all parties." Rule 260(a), SCACR

² Rule 208(a), SCACR provides, "Within thirty (30) days after receiving the transcript or if no transcript is ordered, within thirty (30) days after serving the notice of appeal, the appellant shall serve one copy of his brief on all parties to the appeal, and file with the clerk of the appellate court one copy of the brief with proof of service....Upon the failure of the appellant to file and serve his brief within the time prescribed, the clerk of the appellate court shall sign an order dismissing the appeal, and the appeal shall not be reinstated except as provided by Rule 260." Rule 260(a)(1), (4).

³ Rule 209(a) SCACR provides, "At the same time a party serves his initial brief(s) under Rule 208, to include a reply brief, he shall also serve on all parties to the appeal a Designation of Matter to be Included in the Record on Appeal which shall set forth with specificity those parts of the transcript, pleadings, orders, exhibits, or other materials which he proposes to include I the record on appeal." Rule 209(a), SCACR.

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Paricia Lutz

vs.

Eastpoint Properties, LLC

(Please Print)

Submitted By: Charnell G. Peake

Address: 9357 Two Notch Road - Ste 103
Columbia, SC 29223

FILED

2013 MAR 12 Plaintiff(s) : 17

Defendant(s)

IN THE COURT OF COMMON PLEAS

COPY

CIVIL ACTION COVERSHEET

SC Bar #: 4386
Telephone #: (803) 788-4370
Fax #: (803) 788-7432
Other:
E-mail: peakecg@peakefowler.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

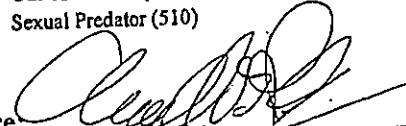
*If Action is Judgment/Settlement do not complete

2013CP3200871

- JURY TRIAL demanded in complaint.
- NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

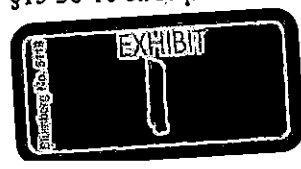
NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20____-CP-____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input checked="" type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Other (399) |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Other (799) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Administrative Law Judge (980) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature: 

Date: March 11, 2013

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.



FOR MANDATED ADR COUNTIES ONLY
Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2013 MAR 12 7 17

JUDICIAL CIRCUIT
Civil Action No.

Patricia Lutz

Plaintiff,

SUMMONS

vs.

Eastpoint Properties, LLC

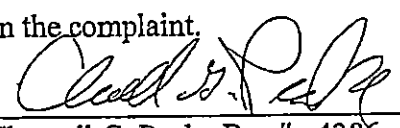
Defendant.

2013CP3200871

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

By:



Charnell G. Peake Bar #: 4386
Peake & Fowler Law Firm, P.A.
9357 Two Notch Road - Ste 103
Columbia, SC 29223
Phone: (803) 788-4370/Fax: (803) 788-7432
peakecg@peakefowler.com
Attorney for Plaintiff

Columbia, South Carolina

March 11, 2013

COPY

FILED

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT

Patricia Lutz,) Civil Action No. 2013-CP-32-_____

Plaintiff,)

v.)

COMPLAINT
(Jury Trial Demanded)

Eastpoint Properties, LLC,)

Defendants.)

2013CP3200871

Comes now the Plaintiff, by counsel, and files this Complaint against the Defendant, and in support thereof alleges the following:

1. That the Plaintiff is a citizen and resident of the State of South Carolina, County of Newberry;
2. That, upon information and belief, Defendant Eastpoint Properties, LLC (Eastpoint) is a business organized and existing under the laws of the State of South Carolina and maintains agents and servants in the County of Lexington, State of South Carolina for the purposes of carrying on its business;
3. That this action concerns real estate located in Lexington County, at 105-A Eptings Camp Rd., Chapin, South Carolina, an apartment owned and/or operated by Eastpoint.
4. That Plaintiff was a tenant of Defendant under a lease agreement for said apartment dated August 26, 2011, and Defendant was in charge of managing and maintaining said apartment at all times pertinent.
5. That at the time of rental of said apartment, Plaintiff had no knowledge, nor had any reason to know of, any defects, problems or deficiencies in said apartment and believed the

same to be habitable for residential purposes.

6. That Defendant had the duty to properly construct, design, inspect, maintain, install, investigate, and make repairs to said apartment, so as to maintain a safe and habitable apartment for residential rental purposes for the Plaintiff and/or the general public.

7. That Defendant had the duty to properly and appropriately deliver, inspect, make adjustments, maintain, investigate, and make repairs necessary to prevent and/or correct any and all defects and deficiencies in the apartment so as to render the same safe for residential rental to Plaintiff and/or the general public

8. That Plaintiff physically moved into the apartment on or about September 2, 2011. In October of 2011 Plaintiff began experiencing health problems, including but not limited to breathing problems.

9. Also in October of 2011, Plaintiff noticed water damage and mold residue in the apartment and reported this to Defendant.

10. That on or about May 21, 2012, Plaintiff had the set of bamboo blinds from the master bedroom tested by an environmental testing company and said company identified three different types of mold on the blinds.

11. Plaintiff immediately notified Defendant that there was harmful mold in the apartment. Defendant failed and refused to provide complete assistance, remediation, and repair of the mold issues in the apartment.

12. That Plaintiff is informed and believes that the apartment in question was deficient in the prevention of water intrusion as well as water and moisture containment and that the same was critical in avoidance, prevention, and/or elimination of mold and mold accumulation(s) as a consequence of improper moisture.

13. That upon information and belief Defendant knew, or had reason to know, of the problems in said apartment relating to water and moisture protection, but failed to disclose same to Plaintiff prior to renting the property. Further, upon information and belief, Defendant was aware of, or should have been aware of the toxic nature of mold accumulations in residential facilities occupied by humans for any length of time.

14. That in addition to the above, Defendant knew, or had reason to know, of moisture leaks and moisture problems in the apartment, prior to the renting and incurring of damages to Plaintiff by exposure to the toxic mold and its accumulations, which led to personal injuries.

15. That Plaintiff resided in said apartment, there being exposed to toxic mold, and thereby developing respiratory and other physical and medical problems from said exposure.

16. That as a result of the acts and delicts of the Defendant, Plaintiff suffered property damages in that her apartment and her personal property were significantly devalued as a result of said problems, in suffering the loss of appropriate use of her apartment and of her investment for a significant period of time, while continuing to pay significant rent, fees and costs due to the problems therein; in having to pay significant sums for testing; and in her inability to obtain the benefit of her bargain related to the renting of the apartment.

17. That as a further result of the acts and delicts of the Defendant, Plaintiff incurred personal injuries and health and medical problems due to the toxic exposures from the mold in her Apartment, including incurring significant pain and suffering, discomfort, loss of enjoyment of life, impairment of health and bodily efficiency, emotional distress, and respiratory impairment and other medical problems related thereto, along with incurring of medical bills for treatment.

18. That all of the aforementioned damages and injuries, including all damages and injuries related to property loss and personal injury, proximately resulted from the acts and delicts of Defendant.

FOR A FIRST CAUSE OF ACTION
Negligence and Recklessness

19. Plaintiff reaffirms her earlier allegations as fully as if repeated herein.

20. That Defendant was negligent, reckless, careless, grossly negligent, wanton and willful in the following particulars:

a. in failing to prevent leaks of water into the interior, and to prevent obstruction of water from the outside, and from other areas of the apartment building;

b. in failing to design and/or install sufficient moisture barriers, and preventive measures so as to prevent water intrusion from the outside and from other areas of the building, into said apartment;

c. in allowing the movement and intrusion of water and moisture from outside of the building, and from other areas of the building, into Plaintiff's apartment;

d. in failing to provide materials and workmanship in a reasonable and workmanlike manner, so as to prevent water and moisture problems;

e. in failing to develop fundamental knowledge regarding building materials and processes, so as to prevent water and moisture intrusion;

f. after problems with water and moisture became apparent, in failing to take proper measures to resolve such problems;

g. in failing to adequately train and supervise employees, workmen, agents, and subcontractors;

h. in failing to correct defective work;

i. in failing to make sure the building was in accordance with applicable building codes, approved plans and specifications, and industry standards.

All constituting a defective building, in that it caused and/or allowed water and moisture intrusion which then resulted in mold accumulations so as to harm human health.

21. That Defendant had a duty to properly construct, repair, and/or maintain the apartment so as to prevent water and moisture intrusion, and owed Plaintiff a duty of reasonable care, and breached said duty.

22. That the aforesaid acts and delicts of Defendant are the proximate cause of the damages and injuries suffered by Plaintiff.

23. That Defendant herein had the duty to properly inspect the apartment building, the duty to recognize and appreciate defects and deficiencies in workmanship and materials, the duty to properly remedy and repair any and all such deficiencies, and the duty to properly disclose all of said problems and deficiencies to renters such as Plaintiff. Further, Defendant had the duty to use due care, and had the duty to warn persons such as Plaintiff of the problems and deficiencies.

24. That Defendant was negligent, reckless, careless, grossly negligent, wanton and willful in failing to perform all of the aforementioned duties, and in breaching said duties.

25. That the aforesaid acts and delicts of the Defendant were the proximate cause of the damages and injuries suffered by Plaintiff.

FOR A SECOND CAUSE OF ACTION
Breach of Contract

26. Plaintiff reaffirms her earlier allegations as fully as if repeated herein.

27. That Defendant breached the agreement with the Plaintiff, which agreement provided that said Defendant was furnishing to Plaintiff an apartment appropriately constructed, in accordance with industry standards, properly maintained and repaired, and free from defects

and deficiencies.

28. That Defendant breached this contract in the particulars previously described herein.

29. That the aforesaid acts and delicts of Defendant are the proximate cause of the damages and injuries suffered by Plaintiff.

FOR A THIRD CAUSE OF ACTION
**Breach of Warranties of habitability, Merchantability,
Workmanlike Service and Fitness**

30. Plaintiff reaffirms her earlier allegations as fully as if repeated herein.

31. That, coupled with the rental of said apartment were the implied warranties of habitability, merchantability, workmanlike service and fitness for the purpose of a residence.

32. That Defendant breached all of said implied warranties, in particular, the warranty of habitability was breached in that said apartment was not habitable due to the presence of toxic mold; further, that the warranty of merchantability was violated, in that the apartment, with its moisture problems and toxic mold, was not merchantable; that the warranty of workmanlike performance was violated in that the apartment, with its moisture problems and toxic mold, was not and could not perform as expected as a residence; and further, that the warranty of fitness for use as a residence was breached, in that said apartment was not fit for use as a residence, due to the moisture problems and injuries suffered by Plaintiff.

FOR A FOURTH CAUSE OF ACTION
Negligent Misrepresentation

33. Plaintiff reaffirms her earlier allegations as fully as if repeated herein.

34. That the Defendant by and through its agents and servants, made false representations to Plaintiff regarding the sufficiency and appropriateness of the apartment.

35. That Defendant had a pecuniary interest in making these representations and in

the purchase, acceptance, and rental of the apartment.

36. That Defendant owed a duty to Plaintiff to ensure that truthful information was communicated to Plaintiff because Defendant knew or should have known that Plaintiff would rely upon said representations.

37. That Defendant breached its duties to the Plaintiff by failing to exercise due care when making these representations

38. That Plaintiff reasonably and justifiably relied on the Defendant's representations to her detriment.

39. That as a direct, foreseeable, and proximate result of Defendant's negligent misrepresentations, Plaintiff suffered the damages and injuries described herein above.

40. That the Defendant's breach of its duties to exercise due care in making representations about the apartment constitute gross negligence and recklessness, entitling Plaintiff to recover actual and punitive damages.

FOR A FIFTH CAUSE OF ACTION
Fraudulent Concealment

41. Plaintiff reaffirms her earlier allegations as fully as if repeated herein.

42. That Defendant knew and/or should have known of the defects and deficiencies in the apartment, which caused and/or allowed water and moisture intrusion, and led to the mold accumulations complained of herein, but failed to disclose same to the Plaintiff.

43. That Defendant had the duty to disclose such information regarding defects and deficiencies to the Plaintiff, and breached said duty.

44. That Defendant had a pecuniary interest in failing to make said disclosures to the Plaintiff.

45. That Defendant owed a duty to the Plaintiff to provide truthful information

regarding the defects, deficiencies, and the condition of said apartment, because Defendant knew or should have known that Plaintiff would rely upon representations regarding same.

46. That Defendant breached their duties to the Plaintiff by failing to disclose such deficiencies and defects.

47. That Plaintiff justifiably and reasonably relied on the Defendant's representations, which should have included the undisclosed information regarding the defects and deficiencies.

48. That as a direct, foreseeable and proximate result of Defendant's concealment of said defects and deficiencies, Plaintiff suffered the damages and injuries as described herein above.

49. That the aforesaid acts and delicts of the Defendant were the proximate cause of the damages and injuries suffered by Plaintiff.

FOR A SIXTH CAUSE OF ACTION
Unfair Trade Practices

50. Plaintiff reaffirms her earlier allegations as fully as if repeated herein.

51. Plaintiff and Defendant are "persons" within the meaning of South Carolina Code § 39-5-10(a).

52. That Defendant, in the acts and delicts described herein above, was engaged in commerce within the meaning of South Carolina Code § 39-5-10(b).

53. That Defendant's actions, as described herein above, constitute unfair and deceptive practices within the meaning of the South Carolina Code § 39-5-20(a).

54. That Defendant's acts are capable of repetition, and upon information and belief, have been repeated.

55. That Defendant's conduct affects the public interest of South Carolina.

56. That Defendant knew or reasonably should have known that their conduct

COPY

violated the Unfair Trade Practices Act.

57. That as a direct, foreseeable, and proximate result of Defendant's unfair and deceptive practices, Plaintiff suffered the damages and injuries described herein above.

58. That Plaintiff is entitled to recover actual damages, which amount should be trebled, together with interest, cost and attorneys fees.

WHEREFORE, Plaintiff prays for judgment against Defendant in a sum to be determined by a jury, actual damages, plus punitive damages in a reasonable amount, for treble damages under South Carolina Code § 39-5-110; for prejudgment and postjudgment interest on Plaintiff's damages, attorneys fees as appropriate, for the costs of this action and for such other and further relief as this Court may deem just and proper.

Respectfully submitted,

By:



Charnell G. Peake, Esquire, SC Bar No. 4386
PEAKE & FOWLER LAW FIRM, P.A.
9357 Two Notch Road, Suite 103
Columbia, SC 29223
(803) 788-4370 / FAX (803) 788-3872
cgpeak@peakefowler.com
Attorney for the Plaintiffs

Columbia, South Carolina

March 11, 2013

2013 MAR 12 2 1:17
FILED

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP3200871

Patricia Lutz		Eastpoint Properties LLC	Scollon Family Partnership LLC
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PLAINTIFF(S) DEFENDANT(S)

Submitted by: Attorney for: Plaintiff Defendant
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit)
 Rule 43(k), SCRCP (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON): Rule 40(j) SCRCP; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- STAYED DUE TO BANKRUPTCY
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded; Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order; (formal order to follow) Statement of Judgment by the Court.

ORDER INFORMATION

Verdict for the defendants.

RECEIVED

JUL 24 2018

This order ends does not end the case.
Additional Information for the Clerk: _____

SC Court of Appeals

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.


Circuit Court Judge

2145
Judge Code

6/27/2018
Date

For Clerk of Court Office Use Only

ELECTRONICALLY FILED - 2018 Jun 27 4:20 PM - LEXINGTON - COMMON PLEAS - CASE#2013CP3200871

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Patricia Lutz 51 Bear Creek Road Little Mountain, SC
29075

Patricia Lutz 51 Bear Creek Road Little Mountain, SC
29075

Arthur Kerr Aiken 2231 Devine St. Ste. 201 Columbia, SC
29205

M. Alan Peace 135 Columbia Avenue Chapin, SC 29036

Taylor Anthony Peace 135 Columbia Avenue Chapin, SC
29036

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Lisa M. Comer - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ELECTRONICALLY FILED - 2018 JUN 27 4:20 PM - LEXINGTON - COMMON PLEAS - CASE#2013CP3200871

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2013-CP-32-0871

Patricia Lutz,)
)
Plaintiff,)
)
vs.)
)
Eastpoint Properties, LLC and Scollon)
Family Partnership, LLC,)
)
Defendants.)

VERDICT FORM

RECEIVED

JUL 24 2018

SC Court of Appeals

SPECIAL INTERROGATORIES

NEGLIGENCE PERCENTAGES REQUIRED TO TOTAL 100%

1. Do you find that any of the named Defendants were negligent and that such negligence proximately caused the plaintiff's injuries?

_____ YES: If you answer yes, GO TO QUESTION 2
X _____ NO: If you answer no, STOP AND DELIBERATE NO FURTHER

2. Do you find that the Plaintiff was negligent and that such negligence proximately caused his injuries?

_____ YES: If you answer yes, GO TO QUESTION 3
_____ NO: If you answer no, GO TO QUESTION 4

3. If your answer to question number 1 and question number 2 are YES, then answer this question:

Taking the combined negligence that proximately caused the Plaintiff's injuries as one hundred percent (100%), what percentage of that negligence is attributable to the plaintiff and what percentage is attributable to each of the defendants?

- a) The percentages must add up to 100%
- b) It is not required that each defendant be assigned a percentage of negligence. It is perfectly acceptable that a defendant be assigned a zero percentage.

Plaintiff	_____	%
Defendant East Point Properties, LLC	_____	%
Defendant Scollon Family Partnership, LLC	_____	%

If the Plaintiff's percentage of the combined negligence is greater than 50%, **STOP AND DELIBERATE NO FURTHER.**

If the Plaintiff's percentage of the combined negligence is 50% or less, **GO TO QUESTION 4**

4. Please state the total amount of damages, if any, sustained by the Plaintiff.
\$ _____

NOTE: If your question to number 2 was YES, do not reduce the Plaintiff's damages above by the percentage of negligence attributed to him in question number 3.

Laura K. Simpson 6/27/18
FOREPERSON

**WHEN YOU HAVE COMPLETED THE QUESTIONNAIRE,
NOTIFY THE PLAINTIFF.**

PATRICIA L. LUTZ
51 Bear Creek Road
Little Mountain, SC 29075

July 19, 2018

Bethanie K. Creppon
PO Box 85411
Lexington, SC 29073

Re: Patricia L. Lutz v. Eastpoint Properties, LLC and Scollon Family Partnership, LLC
2013-CP-32-00871

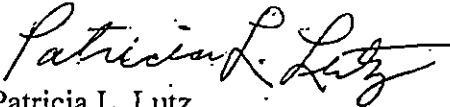
Dear Ms. Creppon:

I am the pro se Plaintiff in the above case. You reported the trial of this case that was tried from June 25, 2018 through June 27, 2018 in Lexington, SC before Circuit Judge R. Knox McMahan

I have filed a Notice of appeal of the final Judgment in this case, and I need a copy of the transcript of the above trial. Please prepare a transcript of the above trial.

Thank you for your help

Sincerely,


Patricia L. Lutz

cc: SC Court Administration
SC Court of Appeals, Clerk

RECEIVED

JUL 24 2018

SC Court of Appeals

87375

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

JUL 24 2018

R. Knox McMahon, Circuit Court Judge

SC Court of Appeals

Case No. 2013-CP-32-00871

Patricia L. Lutz.....Plaintiff/Appellant

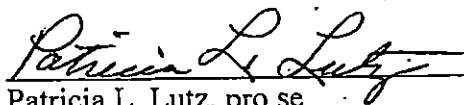
v.

Eastpoint Properties, LLC and Scollon Family Partnership, LLC.....Defendants/Respondents

NOTICE OF APPEAL

This is a mold exposure personal injury case. Appellant appeals from the Judgment on jury verdict entered in this case on June 27, 2018 Appellant received notice of the entry of the Judgment on announcement of the jury's verdict in open court on June 27, 2018. A copy of the Judgment appealed from is attached.

July 19, 2018



Patricia L. Lutz, pro se
51 Bear Creek Rd.
Little Mountain, SC 29075
803-391-2944

OTHER COUNSEL OF RECORD:

Taylor A. Peace
Hartell, Martin & Peace
135 Columbia Ave
Chapin, SC 29036
ATTORNEYS FOR RESPONDENTS

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

R. Knox McMahon, Circuit Court Judge

Case No. 2013-CP-32-00871

Patricia L. Lutz.....Plaintiff/Appellant

v.

Eastpoint Properties, LLC and Scollon Family Partnership, LLC.....Defendants/Respondents

PROOF OF SERVICE AND FILING

I certify that, on July 19, 2018, I served and filed the Notice of Appeal for this appeal by mailing copies of that filing to the following:

Taylor A. Peace
Harrell, Martin & Peace
135 Columbia Ave
Chapin, SC 29036

and

Office of the Lexington County Clerk of Court
205 E. Main Street
Lexington, SC 29072

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JUL 24 2018

SC Court of Appeals

SIGNATURE ON THE FOLLOWING PAGE

Patricia L. Lutz

Patricia L. Lutz, pro se
51 Bear Creek Rd.
Little Mountain, SC 29075
803-391-2944.

Little Mountain, SC
July 19, 2018

PATRICIA L. LUTZ
51 Bear Creek Road
Little Mountain, SC 29075

July 19, 2018

The Honorable Jenny Abbott Kitchings, Clerk
South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211

RECEIVED

JUL 24 2018

SC Court of Appeals

Re: Patricia L. Lutz v. Eastpoint Properties, LLC and Scollon Family Partnership, LLC
2013-CP-32-00871


Dear Ms. Kitchings:

I am the pro se Plaintiff/Appellant in the appeal of the above case. I have enclosed, for filing in your office, a Notice of Appeal for this case and a filing fee check. Please return file stamped copies of the filings to me in the enclosed SASE.

By copy of this letter with the filings enclosed, I have filed these filings in the Lexington County Court of Common Pleas and have served these filings on Respondents' counsel Taylor A. Peace. Please call with any questions.

Thank you for your help

Sincerely,


Patricia L. Lutz

cc: Clerk, Lexington County Court of Common Pleas (w/enclosures)
Taylor A. Peace (w/enclosures)



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

January 22, 2019

Patricia L. Lutz
51 Bear Creek Rd.
Little Mountain SC 29075

Re: Patricia Lutz v. Eastpoint Properties, LLC
Appellate Case No. 2018-001387

Dear Ms. Lutz:

Our records reflect that the time for serving and filing the appellant's initial brief and designation of matter has expired. Within ten (10) days of the date of this letter, you must serve and file the appellant's initial brief and designation of matter, along with a motion requesting permission to serve and file the appellant's initial brief and designation of matter outside of the filing deadlines set by Rules 208 and 209 of the SCACR. Your appellant's initial brief and designation of matter will not be considered if no motion is made. Failure to comply with the Court's request within ten (10) days of the date of this letter will result in the dismissal of this appeal.

Very truly yours,

V. Claire Allen, Deputy

CLERK

cc: Taylor Anthony Peace, Esquire
M. Alan Peace, Esquire



57 BEAR CREEK Rd
LTI MTN SC 29070
01/31-2019

SC COURT of APPEALS
1220 SENATE ST
COLUMBIA SC 29201

RECEIVED

JAN 31 2019

SC Court of Appeals

FAX: (803)-734-1839

CASE # 2018-001387

PATRICIA LOTZ V. EASTPOINT PROPERTIES, LLC; Scollon Family PARTNERSHIP

TO WHOM THIS MAY CONCERN:

I RECEIVED A LETTER FROM THE SC COURT OF APPEALS DATED 01-22-19
THAT I RECEIVED ON 01-24-2019.

I AM IN THE PROCESS OF RESPONDING TO THIS LETTER ASKING ME
(TELLING ME) I MUST FILE AND SERVE MY (APPELLANT'S) INITIAL BRIEF
WITHIN 10 DAYS WHICH WILL BE 02-04-2019.

I HAVE HEALTH ISSUES INCLUDING THROAT CANCER AND MUST
NEBULIZE WHENEVER NECESSARY. I HAVE P.T.S.D SECONDARY TO
BATTERED WIFE SYNDROME WHICH AT TIMES INTERFERES AT TIMES
WITH MY ABILITY TO FOCUS.

PLEASE HAVE PATIENCE WITH ME BECAUSE I AM PRO-SE.
MY PAPERWORK WILL NOT BE PROFESSIONAL, HOWEVER, I WILL
TELL THE TRUTH.

I AM ASKING THE COURT OF APPEALS PLEASE HAVE PATIENCE
AND LATITUDE WITH ME BECAUSE I AM PRO-SE.

I WILL SUBMIT MY BRIEF NO LATER THAN MONDAY, 02-04-2019

THANK YOU FOR YOUR PATIENCE.

IF YOU NEED TO CONTACT MY TELEPHONE NUMBER IS (803)-397-2944 OR
AT THE ABOVE RETURN ADDRESS.

Respectfully submitted,
Patricia Lotz Patricia Lotz



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

July 10, 2019

Patricia L. Lutz
51 Bear Creek Rd.
Little Mountain SC 29075

Re: Patricia Lutz v. Eastpoint Properties, LLC
Appellate Case No. 2018-001387

Dear Ms. Lutz:

Our records reflect that the time for serving and filing the appellant's initial brief and designation of matter has expired. Within ten (10) days of the date of this letter, you must serve and file the appellant's initial brief and designation of matter, along with a motion requesting permission to serve and file the appellant's initial brief and designation of matter outside of the filing deadlines set by Rules 208 and 209 of the SCACR. Your appellant's initial brief and designation of matter will not be considered if no motion is made. Failure to comply with the Court's request within ten (10) days of the date of this letter will result in the dismissal of this appeal.

Very truly yours,

V. Claire Allen, Deputy

CLERK

cc: Taylor Anthony Peace, Esquire
M. Alan Peace, Esquire

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEWISTON COUNTY
Court of Common Pleas

The Honorable Judge ^{KNOX} R. McMahon

~~George E. Brown~~, Circuit Court Judge

Case No. 2018-001387

EASTPOINT PROPERTIES
Scotton Family PARTNERSHIPS

Respondent,

v.

PATRICIA B. LUTZ

Appellant.

RECEIVED

JUL 22 2019

SC Court of Appeals

90361

MOTION TO FILE LATE FILING

I do NOT HAVE legal REPRESENTATION Against my will, I do NOT KNOW WHEN OR HOW TO REPRESENT MYSELF NOR WHEN OR HOW TO OVERALL FILE FOR MYSELF.
I NEED TO FILE THIS MOTION AS MOTION TO FILE LATE BECAUSE I DO NOT KNOW THE LAW.

Date 07-22-2019

s/

Patricia B. Lutz

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

The Honorable Judge R. KNOX McMAHON
~~George E. Brown, Circuit Court Judge~~

RECEIVED

Case No. 2018-001307

JUL 22 2019

SC Court of Appeals

SASTOINT PROPERTIES
SCOLLON FAMILY PARTNERSHIP

Respondent,

v.

PATRICIA B. LUTZ

Appellant.

PROOF OF SERVICE

I certify that I have served the MOTION TO FILE LATE FILING on 07-22-2019 by depositing a copy of it in the United States Mail, postage prepaid, on 07-22-2019, addressed to his attorney of record, HARRELL, MARTIN, PEACE LAW GROUP.

PO Box 1000 Chopin SC 29036

Date 07-22-2019

s/

Patricia B. Lutz

The South Carolina Court of Appeals

Patricia Lutz, Appellant,

v.

Eastpoint Properties, LLC and Scollon Family Partnership, LLC, Respondents.

Appellate Case No. 2018-001387

The Honorable R. Knox McMahon
Lexington County
Trial Court Case No. 2013CP3200871

ORDER

Appellant has filed a motion to allow the late filing of the appellant's initial brief and designation of matter. This motion is Granted. The appellant's initial brief and designation of matter is due to be served and filed no later than September 3, 2019.

FOR THE COURT

BY V. Claire Allen, Deputy
CLERK

Columbia, South Carolina

FILED

August 1, 2019 S.S.

cc:

Patricia L. Lutz

Taylor Anthony Peace, Esquire

M. Alan Peace, Esquire

The South Carolina Court of Appeals

Patricia Lutz, Appellant,

v.

Eastpoint Properties, LLC and Scollon Family
Partnership, LLC, Respondents.

Appellate Case No. 2018-001387

ORDER

This court gave Appellant an extension of time until September 3, 2019, to serve and file Appellant's initial brief and designation of matter. As of the date of this order, Appellant has not served and filed the brief and designation. Accordingly, this appeal is dismissed. The remittitur will be sent as required by Rule 221(b), SCACR.


FOR THE COURT

Columbia, South Carolina

cc:
Patricia L. Lutz
Taylor Anthony Peace, Esquire
M. Alan Peace, Esquire

FILED

December 5, 2019



PROOF OF SERVICE
OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

DEC 20 2019

SC Court of Appeals

APPEAL FROM LEXINGTON COUNTY
COURT OF COMMON PLEAS

THE HONORABLE JUDGE R. KNOX Mc MAHON, CIRCUIT COURT JUDGE
CASE No. 2018-001307

PATRICIA B. LUTZ

Appellant

v.

EASTPOINT PROPERTIES

SCOLLON FAMILY PARTNERSHIPS Respondents

PROOF OF SERVICE

I, PATRICIA B. LUTZ, CERTIFY I HAVE SERVED THE MOTION TO REINSTATE
Filing ON 12-20-2019 by depositing a copy of IT IN THE UNITED STATES
Mail, postage prepaid ON 12-20-2019, ADDRESSED TO THE RESPONDENTS
ATTORNEY OF RECORD, HARRELL, MARTIN, PEACE LAW GROUP, PO BOX 1000,
Chapin SC 29316.

DATE 12-20-2019

Patricia B. Lutz

The South Carolina Court of Appeals

Patricia Lutz, Appellant,

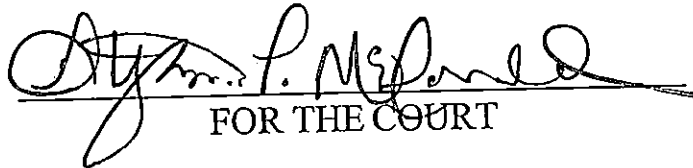
v.

Eastpoint Properties, LLC and Scollon Family
Partnership, LLC, Respondents.

Appellate Case No. 2018-001387

ORDER

This appeal was dismissed due to Appellant's failure to serve and file Appellant's initial brief and designation of matter. Within thirty days of the date of this order, Appellant shall serve and file Appellant's initial brief and designation of matter. This court will act on the petition to reinstate upon receipt or the expiration of thirty days. No extensions will be granted absent a showing of extraordinary circumstances.


FOR THE COURT

Columbia, South Carolina

cc:

Patricia L. Lutz
Taylor Anthony Peace, Esquire
M. Alan Peace, Esquire
Lisa M. Comer

FILED

March 11, 2020



The South Carolina Court of Appeals

Patricia Lutz, Appellant,

v.

Eastpoint Properties, LLC and Scollon Family
Partnership, LLC, Respondents.

Appellate Case No. 2018-001387

The Honorable R. Knox McMahon
Lexington County
Trial Court Case No. 2013CP3200871

ORDER

The time for serving and filing the appellant's initial brief and designation of matter is hereby extended until May 13, 2020. This Court will act on the petition to reinstate upon receipt of the appellant's initial brief and designation of matter or expiration of this due date. No further extensions will be granted absent extraordinary circumstances.

FOR THE COURT
V. Claire Allen

BY _____
CLERK

Columbia, South Carolina
April 15, 2020

cc:
Patricia L. Lutz
Taylor Anthony Peace, Esquire
M. Alan Peace, Esquire
Lisa M. Comer

STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM LEXINGTON COUNTY
R. Knox McMahon, Circuit Court Judge

Appellate Case No. 2018-001387

RECEIVED
MAY 26 2020
SC Court of Appeals

Patricia LutzAppellant

V

Eastpoint Properties, LLC and Scollon Family Partnership, LLC.....Respondents

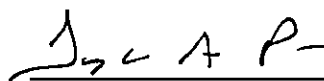
PROOF OF SERVICE

I hereby certify that I have served a copy of

**Respondent Eastpoint Properties, LLC and
Respondent Scollon Family Partnership, LLC's
Reply to Motion for Extension to File Initial Brief Dated May 13, 2020**

in the above referenced case on May 22, 2020, on the following by causing a copy to be delivered via the U.S. Postal Service to the Appellant or her counsel, if any, to the addresses shown below:

Patricia Lutz
51 Bear Creek Road
Little Mountain, South Carolina 29075



M. Alan Peace (S.C. Bar No. 4384)
Taylor A. Peace (S.C. Bar No. 100206)
Harrell, Martin & Peace, P.A.
P.O. Box 1000
Chapin, South Carolina 29036
(803) 345-3353
*Attorneys for Respondents Eastpoint
Properties, LLC and Scollon Family
Partnership, LLC*

HMP HARRELL, MARTIN
& PEACE, P.A.
ATTORNEYS AT LAW

L.K. "Trey" Harrell, III
Jeremy C. Martin
M. Alan Peace **
Taylor A. Peace
Andrea "Andi" Cornelison
Erik T. Norton

Robert W. Dibble, Jr. *
William Jennings (Bill) Buchanan *
Donald W. Tyler *
Thomas B. Jackson, III *

*Of Counsel
**Certified Mediator/Arbitrator

May 22, 2020

VIA OVERNIGHT MAIL

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED
MAY 26 2020
SC Court of Appeals

Re: **Patricia Lutz v. Eastpoint Properties, LLC and Scollon Family Partnership, LLC**
Appellate Case No.: 2018-001387
Case No. 2013-CP-32-0871
Our File No.: 3347.28229/MAP

Dear Ms. Kitchings:

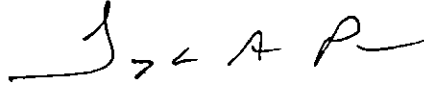
Our law firm represents the Respondents Eastpoint Properties, LLC and Scollon Family Partnership, LLC, in the above referenced matter. Enclosed please find an original and seven (7) copies of Respondent Eastpoint Properties, LLC and Respondent Scollon Family Partnership, LLC's Reply to Motion for Extension to File Initial Brief Dated May 13, 2020. Please file the original and copies and return a clocked copy to me in the self-addressed envelope provided.

By copy of this letter, I am serving Appellant Patricia Lutz with the same.

Thank you for your assistance with this matter.

Sincerely,

HARRELL, MARTIN & PEACE, P.A.

A handwritten signature in black ink, appearing to read 'TAP', with a long horizontal flourish extending to the right.

Taylor A. Peace, Esquire

TAP/tsm
Enclosures

cc: Patricia Lutz

ORIGIN ID:USCA (803) 345-3353
REBECCA BAKER

HARRELL, MARTIN & PEACE
PO BOX 10000
CHAPIN, SC 29036
UNITED STATES US

SHIP DATE: 22MAY20
ACTWGT: 10.00 LB
CAD: 106152826/INET4220

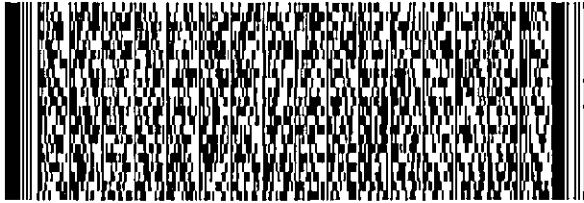
BILL SENDER

TO THE HONORABLE JENNY ABBOTT KITCHING
SOUTH CAROLINA COURT OF APPEALS
1220 SENATE STREET

COLUMBIA SC 29201

(803) 734-1890 REF: 3347.28229
INV. DEPT:
PO:

56B.03/0926/FEA

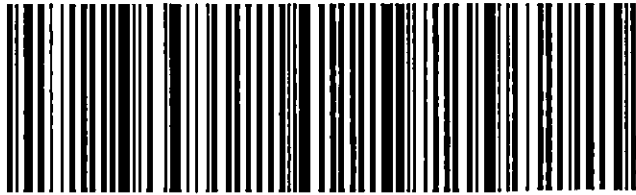


TUE - 26 MAY 10:30A
PRIORITY OVERNIGHT

TRK# 7705 3184 3600
0201

28 USCA

29201
SC-US CAE



RECEIVED
MAY 26 2020
SC Court of Appeals

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.