

THE STATE OF SOUTH CAROLINA
In the Court of Appeals
Appellate Case No. 2019-000102

Appeal from the Circuit Court of Florence, South Carolina

The Honorable Thomas A. Russo

Case No. 2018-cp-2102301

Demetric Hayes and Carla Marshall.....Appellant,

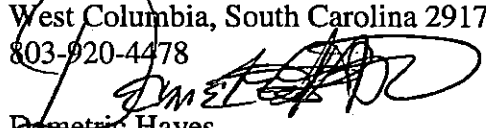
v.

Jim Stroud.....Respondent

RECEIVED
JUL 10 2020
SC Court of Appeals

RECORD ON APPEAL


Carla Marshall
P.O. Box 2572
West Columbia, South Carolina 29171
803-920-4478


Demetric Hayes
P.O. Box 2572
West Columbia, South Carolina 29171
843-260-9068

Counsel of Record for the respondent:
Finklea Law Firm
Patrick Ford
814 W. Evans St.
Florence, South Carolina 29501
(843)-317-4900

THE STATE OF SOUTH CAROLINA
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Carla Marshall and Demetric Hayes.....Appellant

V.

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RECORD ON APPEAL INDEX

Appellant proposes the following be included in the Record on Appeal:

1. Order of Writ of Ejectment dated 23 August 2018.....,2
2. Order Electronic Form 4 dated 21 Dec 2018.....3-5
3. Rule to Vacate or Show Cause dated 6 August 2018.....6
4. Return On Appeal dated 26 September 2018.....7-12
5. Answer To Return on Appeal 15 December 2018.....13-15
6. Defendant's Answer To Rule To Vacate dated 16 August 2018.....16-18
7. Notice of Appeal of Order of Common Pleas dated 27 August 2018. 19
8. Notice of Appeal To Rule To Vacate 24 August 2018.....20-21
9. Notice of Appeal to SC court of Appeals dated 17 January 2019.....22-23
10. Transcript of Proceedings pp. 4,5,6,8,9,10-19,27 and 28.....24-40
11. Real Estate Lease Agreement pp. 3 (Habitability).....41-45
12. Evidence of the Finklea Law Firm and Ms. Marshall's relationship (conflict of interest).....46-48

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

2018CV2110104881
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Jim Stroud
3538 Cherrywood Road
Florence, SC 29501
(843) 472-0390

PLAINTIFF(S)

Vs

Demetric Hayes
2003 Enchanted Lane
Florence, SC 29501

Carla Hayes & All Others
2003 Enchanted Lane
Florence, SC 29501

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

Upon Judgment of this Court, rendered on the , you are hereby Ordered to proceed to the premises located at
2003 Enchanted Lane

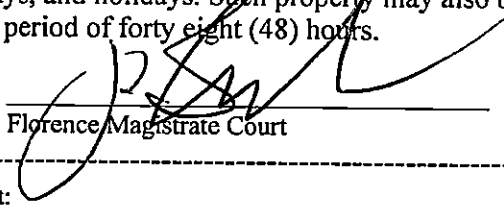
Florence, SC 29501.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate the premises. If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

(If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, a deputy sheriff may enter the premises Monday August 27, 2018 at or after 10:00 a.m. using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

August 22, 2018


Florence Magistrate Court

_____, being duly sworn state that:

- ☐ I personally served a copy of this Writ on _____, an occupant of the rental unit
- ☒ On 23 2018, at 1208 the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- ☐ On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- ☐ Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- ☐ The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- ☐ Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2102301

Demetric Hayes et al
PLAINTIFF(S)

Jim Stroud
DEFENDANT(S)

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.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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:

This Court found no error in law. The Appeal is hereby affirmed and dismissed.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/21/2018 .

Carla Marshall for Carla Marshall
Carla Marshall for Carla Marshall
Demetric Hayes for Demetric Hayes
Demetric Hayes for Demetric Hayes

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: 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 judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

04



Florence Common Pleas

Case Caption: Demetric Hayes , plaintiff, et al VS Jim Stroud
Case Number: 2018CP2102301
Type: Order/Electronic Form 4

So Ordered

s/Thomas A. Russo

Electronically signed on 2018-12-21 09:27:48 page 3 of 3

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

2018CV2110104881
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE

Jim Stroud
3538 Cherrywood Road
Florence, SC 29501
(843) 472-0390

PLAINTIFF(S)

Vs

Demetric Hayes
2003 Enchanted Lane
Florence, SC 29501

Carla Hayes & All Others
2003 Enchanted Lane
Florence, SC 29501

DEFENDANT(S)

Upon the application of the Plaintiff(s) listed above, which states:

- ☒ TENANT HAS FAILED TO PAY RENT WHEN DUE OR DEMANDED.
☐ THE TERMS OF THE TENANCY OR OCCUPANCY HAVE ENDED
☐ THE TERMS OR CONDITIONS OF THE LEASE HAVE BEEN VIOLATED.

You the defendant(s) or lessee(s) of the premises located at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code of Laws Section 27-37-10 or contact the:

Florence Magistrate Court
180 North Irby Street (M S C-W)
Florence, SC 29501-3456
(843) 665-0031

within ten (10) days excluding date of service, for the purpose of showing why you and all occupants should not be ejected from these premises.

FAILURE TO VACATE THE PREMISES OR TO RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

Monday, August 6, 2018

Peter Becker
JUDGE, Florence Magistrate Court

Personally appeared before me, the undersigned deponent, being duly sworn, says that he attempted to serve the Rule to Vacate or Show Cause on Demetric Hayes Carla Hayes & All Others on the following dates/times:

	DATE	TIME	INITIALS
1.	8/7	1146	CS
2.			
3.			

DATE OF SERVICE	
TIME OF SERVICE	
SETTLED/DATE	
VACANT/DATE	

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT:

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

FLORENCE SUMMARY COURT

FLORENCE, SC 29501

2018 SEP 26 AM 10:54
DORIS POULOS O'HARA
Clerk of Court
C.P. & G.S.
FLORENCE COUNTY, SC

FILED

APPELLANT,
Demetric Hayes

RESPONDENT,
Jim Stroud

) Common Pleas Case No.: 2018-CP-212301.

) RETURN ON APPEAL

CERTIFIED: A TRUE COPY
Doris Poulos O'Hara
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

BACKGROUND

This is a summary of a civil residential eviction case that came before the court on 08/22/2018. The Plaintiff/Respondent was represented by Attorney Patrick Ford. The defendant was pro-se. A Court reporter was present for the Plaintiff/Respondent. The Plaintiff/Respondent prior to the start of sworn testimony motioned to separate an initial defendant from his case as she (Carla Marshall) was not on the lease agreement. The defendant objected indicating she lived in the home and witnessed the conditions there. The court granted the Plaintiff/Respondents motion and informed the defendant that she could testify as a witness in his case if he so chose to present her. Parties presented brief statements on the case and then were sworn to present testimony. The Plaintiff/Respondents stated that the defendant violated his lease when he failed to pay rent when demanded On August 1, 2018 and had not paid by August 6, 2018 when the case was filed. Plaintiff/Respondent is seeking the eviction for that reason. The defendant and witness (Carla Marshall) testified that sewage had backed up into the house once on June 9th 2018 at which time they could not reach the landlord or maintenance man. The defendant called the City of Florence water department who

1 responded and removed a blockage and the sewage retreated. The defendant and witness
2 further stated on July 29, 2018 that the same sewage backup happened again and this
3 time the sewage began spilling into the house. The defendant stated that the
4 maintenance man showed up and was aware of the situation. The defendant stated that he
5 voluntarily moved out of the home due to the sewage backup on July 29, 2018 and
6 decided on his own to withhold \$2,200 monthly rent from the Plaintiff/Respondent until
7 the situation is resolved. The defendant further stated that when the backup occurred
8 the city water department stated it was not their fault however the Defendant did not
9 provide anyone from the city to testify to that fact. The witness (Carla Marshall)
10 also testified and stated the maintenance man Walter was aware of the situation and
11 that the backup occurred on 2 separate occasions. The witness also stated she has
12 been ill and in her opinion it was because of the spill. The defendant also stated
13 this eviction was not needed since he has already left the home and that the
14 Plaintiff/Respondent knew it was his intention to leave. The Plaintiff/Respondents
15 stated they were not properly notified of the issue and further stated the defendant
16 failed to pay rent on time and then left the property for 15 days without notifying
17 the Plaintiff/Respondent. The Plaintiffs/Defendants stated they are not responsible
18 for sewage problems or the cleanup that were results of the failure of a city operated
19 system. There were several objections made during the hearing by the
20 Plaintiff/Respondents regarding hearsay evidence which were sustained by the court.
21 Once both sides were heard and based on the evidence and credibility thereof the court
22 found for the Plaintiff/Respondent and ordered the eviction to proceed for failure to
23 pay rent when due and demanded. The defendant was evicted/set out prior to this appeal
24 being filed and as such no appeal bond was set.

25
26
27 LAW

28 Section 27-37-10. Grounds for ejectment of tenant.

1 (A) The tenant may be ejected upon application of the landlord or his agent when
2 (1) the tenant fails or refuses to pay the rent when due or when demanded, (2)
3 the term of the tenancy or occupancy has ended, or (3) the terms or conditions
4 of the lease have been violated.

5 (B) For residential rental agreements, nonpayment of rent within five days of the
6 date due constitutes legal notice to the tenant that the landlord has the right
7 to begin ejectment proceedings under this chapter if a written agreement
8 specifies in bold conspicuous type that nonpayment of rent constitutes such
9 notice. This requirement is satisfied if the written rental agreement contains
10 the notice specified in Section 27-40-710 (B).

11 **Section 27-37-20. Ejectment proceedings.**

12 Any tenant may be ejected in the following manner, to wit: Upon application by
13 the landlord or his agent or attorney any magistrate having jurisdiction shall
14 issue a written rule requiring the tenant forthwith to vacate the premises
15 occupied by him or to show cause why he should not be ejected before the
16 magistrate within ten days after service of a copy of such rule upon the
17 tenant.

18 **Section 27-37-40. Tenant ejected on failure to show cause.**

19 If the tenant fails to appear within the aforesaid ten days then the
20 magistrate shall issue a warrant of ejectment and the tenant shall be ejected
21 by his regular or special constable or by the sheriff of the county.

22 **Section 27-37-130. Bond required to stay ejectment on appeal.**

23 An appeal in an ejectment case will not stay ejectment unless at the time of
24 appealing the tenant shall give an appeal bond as in other civil cases for an
25 amount to be fixed by the magistrate and conditioned for the payment of all
26 costs and damages which the landlord may sustain thereby. In the event
27 the tenant shall fail to file the bond herein required within five days
28 after service of the notice of appeal such appeal shall be dismissed by the

1 magistrate.

2 Section 27-37-160. Execution of writ of ejectment.

3 In executing a writ of ejectment, the constable or deputy sheriff shall
4 Proceed to the premises, present to the occupants a copy of the writ and
5 give the occupants twenty-four hours to vacate voluntarily. If the occupants
6 refuse to vacate within the twenty-four hours or the premises appear
7 unoccupied, the constable or deputy sheriff shall announce his identity
8 purpose. If necessary, the deputy sheriff, but not a constable, may then
9 enter the premises by force, using the least destructive means possible,
10 in order to effectuate the ejectment. If the premises appear to be occupied
11 and the occupant does not respond, the constable or deputy sheriff shall leave
12 a copy of the writ taped or stapled at each corner and attached at the top
13 of either the front or back door or in the most conspicuous place. Twenty-
14 four hours following the posting of the writ, if the occupants have not
15 vacated the premises voluntarily, the deputy sheriff, but not a constable,
16 may then enter the premises by force, using the least destructive means
17 possible, in order to effectuate the ejectment. Discretion may be
18 exercised by the constable or deputy sheriff in granting a delay in the
19 disposition of ill or elderly tenants.

20
21 APPEAL GROUNDS

22 The defendant/appellant appealed on the following grounds:

23 Failure to recognize hearsay exceptions.

24 Failure to allow the plaintiff to testify.

25 Failure to allow evidence to be presented and considered,

26 Judge Beker turned me (Carla Marshall) into a witness when its clear that I am a party
27 in the case.

1 Failure to recognize violations in the landlord tenant act section 27-40-440, 27-40-
2 10.

3 Judge Beker allowed Attorney Patrick Ford to continuously interrupt Pro-se litigant
4 Demetric Hayes and Carla Marshall. (witness)

5 Attorney Patrick Ford has represented me Carla Marshall so there is a conflict of
6 interest Violation of section 27-40-720.

7
8
9 ANSWER AND CONCLUSION

10 The court sustained several objections to hearsay by the Plaintiff/Respondent as the
11 Defendant/Appellant and witness began testifying numerous times of what someone had
12 told them and did not have those parties present to testify. The Defendant/Appellant
13 also did not have evidence present during the hearing and wanted to stop the hearing
14 and leave the court to retrieve it. The Court denied that request.

15 The Court took testimony from both the Defendant/Appellant during the hearing.

16 The Court granted a motion by the Plaintiff/Respondent to remove a party from their
17 case as that party (Carla Marshall) was not on the lease agreement.

18 The Court considered all the evidence presented and the South Carolina landlord tenant
19 act in reaching a decision.

20 Attorney Patrick Ford interrupted the Defendant/Appellant and witness only to make
21 objections to testimony or evidence presented.

22 The Court was never informed that Attorney Patrick Ford had ever represented the
23 witness Carla Marshall. The issue was never raised by either party during the
24 hearing.

25 The Court held this eviction hearing on 08/22/2018. Testimony/Evidence was presented
26 to the court. The court considered that evidence as well as its credibility and found
27 for the Plaintiff/Respondent.

1
2 Peter E. Becker

3
4 Florence Magistrate

CERTIFIED: A TRUE COPY
Doris Poulos O'Hara
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

2018 SEP 26 AM 10:54

DORIS POULOS O'HARA
C.C.P. & G.S.
FLORENCE COUNTY, SC

FILED

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT

Demetric Hayes and Carla Marshall

CASE # 2018CP212301

APPELLANT

Vs.

ANSWER TO RETURN ON APPEAL

Jim Stroud

RESPONDENT

BACKGROUND

This is the response to the return on appeal submitted by magistrate Peter E. Becker. In his return he stated that the Plaintiff/Respondent was represented by Attorney Patrick Ford of the Finklea Law Firm. **This is a huge problem and should not have happened for the simple fact that, the Finklea Law Firm has represented the Defendant/Appellant (Ms. Carla Marshall) on several occasions for the last 15 years.** Attorney Ford specifically has represented Ms. Marshall in relations to a business deal that he advised her on and sat up phone consultations on her behalf and seal the deal. In the magistrate's answer and conclusion he stated that the court was never informed that Attorney Patrick Ford had ever represented Ms. Marshall. The reason why the court was not informed by the Defendant/Appellant was because the Defendant/Appellant did not know that the Plaintiff/Respondent attorney was from the Finklea Law firm. He failed to file a Notice of Appearance. Also, when attorney Ford represented Ms. Marshall it was over the phone each and every time. Ms. Marshall has never met Mr. Ford in person.

Therefore, that is the reason why the court was not informed. We did not find out about this unethical practice until after the hearing. But, Attorney Patrick Ford knew exactly who Ms. Marshall was. That is the reasoning for his unethical and unlawful move to turn Ms. Marshall who is a named Defendant in the lower court into a witness for no reason. The writ named Demetric Hayes and Carla Marshall and all others. Attorney Ford was well aware that his representation was a clear conflict of interest. He failed to inform the magistrate of this and felt that he could do what he wanted to do and get by with it.

The Finklea Law Firm has also advised and counseled Defendant/Appellant (Demetric Hayes). Again, this is a conflict of interest. He failed to inform the magistrate of this as well. The

magistrate stated that the court reporter was present for the Plaintiff/Respondent. This is not true. We, the Defendant/Appellant hired the court reporter not the Finklea Law Firm. The magistrate stated that the Plaintiff/Respondent stated they were not properly notified of the issue. This is not true. Mr. Stroud sat in court never saying a word. Attorney Patrick Ford did not have firsthand knowledge and gave hearsay information to the court. One of the Plaintiff/Respondent maintenance men arrived later that morning on the 29-July 2018. He was well aware of what was going on and never mentioned a plan of action. He gave us a shop-vac to use but there was way too much sewage for the shop-vac to be affective. The maintenance man was there talking to the city maintenance crew when they came out. This was an emergency and as a landlord, Jim Stroud failed us as tenants. We sent Mr. Stroud a letter letting him know how important it was for him to contact us and to do something about the catastrophe.

We were not breaking the lease and there was not any indication in the letter that we were. We could not stay in the property with sewage all over the floor and throughout the house. The house was in a uninhabitable condition. **We had no running water!** We just wanted to know what his solution was. We only had his sister and his brother in-law phone number to communicate. We contacted them by text message dozens of time only for them to tell us there is nothing they can do and it is the city's fault. After only 2 months into the lease Tracey Grooms contacted us wanting me to sign a new lease and after refusing she became angry. This is when I believe that Walter, Tracey and Jim conspired to make our lives miserable while renting.

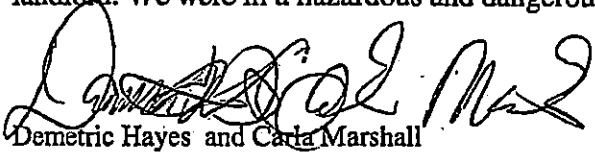
The only reason why we withheld the rent was because the property was uninhabitable and hazardous to our health. This was our right under the Landlord Tenant Act. The toxic fumes, sewage water and feces were too much to bare. Again on top of that, we had no running water. We even offer to pay for a restoration company to come in and fix the problem but they only would come in if the owner gave permission. Mr. Stroud refused to do so. This is a violation of the South Carolina Landlord Tenant Act (Section 27-40-440)

The magistrate stated that the Defendant/Appellant testified numerous times of what someone had told them and did not have those parties present. The parties the magistrate is referring to are the party who brought the action. Her name is Tracey Grooms. She is the party who signed the Writ, not Jim Stroud. She did not show up. The magistrate refused our testimony of firsthand knowledge. We were simple stating what Tracey Grooms, the property manager/Jim Stroud's sister and Walter Capps who is the maintenance man and Jim Stroud's brother in-law told us. They are the only parties we have communicated with due to not having Jim Stroud's number. They failed to appear. It is not our responsible to subpoena her to court, she brought the action therefore, she should have been there.

The magistrate stated that we did not have evidence to present which is not true. We had printed out text messages correspondences between the two parties but the magistrate said they were not admissible. The magistrate stated that only if we had our cell phone he would allow us to present the text messages as evidence. We stated that there was a sign out in the sitting area and by the courtroom door that stated no cell phones or recording devices are allowed according to South Carolina statue. The magistrate claims to have no knowledge of that statue.

The magistrate fail to acknowledge the reason why Defendant/Appellant chose to

withhold the rent was because of the landlord refusal to take responsibility to do his job as a landlord. We were in a hazardous and dangerous situation that was critical to our health.



Demetric Hayes and Carla Marshall
P.O. Box 2572
West Columbia, South Carolina 29171
803-920-4478
843-260-9068

15 December 2018

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

2018CV2110104881
CIVIL CASE NUMBER
MAGISTRATE'S COURT
DEFENDANT'S ANSWER TO
RULE TO VACATE

Jim Stroud

Plaintiff

Vs.

Demetric Hayes and Carla Marshall

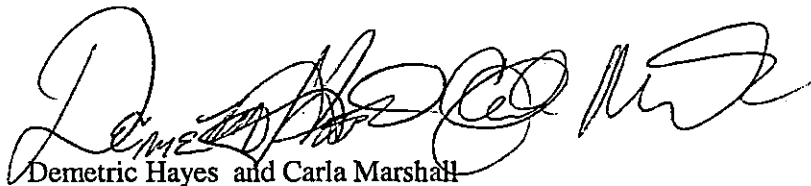
Defendants

DEFENDANT'S ANSWER

Defendants DEMETRIC HAYES AND CARLA MARSHALL submit the following Answer in response to the Complaint filed in this matter by Jim Stroud ("Plaintiff") on or around 6 August, 2018.

1. The filing of the Rule to Vacate or Show Cause was filed without merit. **According to the South Carolina Landlord and Tenant Act Section 27-40-440 and 27-40-610 the Landlord must maintain the premises. He must comply with the requirements of applicable building and housing codes materially affecting health and safety. He must make all repairs reasonably necessary to put and keep the premises in a fit and habitable condition.** Jim Stroud failed to do so. Up to this point, we have yet to hear anything from Mr. Stroud regarding these matters at the referenced property location. Jim Stroud whom is the owner, landlord and builder of 2003 S. Enchanted Lane, Florence, South Carolina 29505 was and is very much aware of the catastrophe that happened at our residence on 29 July 2018. As a matter of fact, the same backup occurred on 9 June 2018 and no attempt was made to correct the problem. Mr. Stroud's brother witnessed everything that happened at the residence on 29 July 2018 but blamed it on the city and took no responsible for the inside clean-up. We made every attempt to contain the sewage in the bathroom but were unsuccessful. The sewage was coming in so fast that it overwhelmed us. It spilled from the bathroom, into the bedroom and living room. As a landlord, Mr. Stroud has a legal and moral obligation to perform his duties according to the Landlord and Tenant Act.
2. The filing of the Rule to Vacate or Show Cause was filed without merit due to the fact the premises is uninhabitable and we have been unable to occupy the premises. As a result we have been living in a hotel since the incident. Every attempt we have made through restoration and clean-up from outside sources has been refused due to Mr. Stroud's lack of cooperation to grant permission and allow entry into the premises. Therefore, I chose to

withhold the \$2200 monthly rent until we can come to some resolve. Based upon contacting several restoration companies, the local and state Health Departments, DHEC, Regional EPA and National EPA in Washington, DC that are experts in this field, advised us that the conditions exposures us to raw sewage, toxic gases and bacteria are unsafe and impose several health risks which have become a reality to my fiancée and myself. We were already in the process of salvaging what we could of our personal property however due to the circumstances it has been a slow process. We have been dealing with health issues while taking precautionary measures and having a lack of help because others being concern about being exposed to the contaminated area. We moved out of the premises on 29 July 2018 which was when the incident occurred for the second time.

A large, stylized handwritten signature in black ink, appearing to read 'Demetric Hayes and Carla Marshall'.

Demetric Hayes and Carla Marshall
P.O. Box 2572
West Columbia, South Carolina 29171
803-920-4478
843-260-9068

Cc:
Jim Stroud
3538 Cherrywood Road
Florence, South Carolina 29501

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

**2018CV2110104881
CIVIL CASE NUMBER
MAGISTRATE' S COURT
DEFENDANT' S ANSWER TO
RULE TO VACATE**

Jim Stroud

Plaintiff

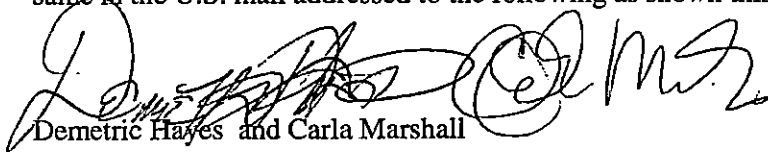
Vs.

Demetric Hayes and Carla Marshall

Defendants

Certificate of service

I certify that a copy of the corrected deficiencies has been served upon the Respondent by placing the same in the U.S. mail addressed to the following as shown this 16 August 2018.



Demetric Hayes and Carla Marshall
P.O. Box 2572
West Columbia, South Carolina 29171
803-920-4478
843-260-9068

Cc:

Jim Stroud
3538 Cherrywood Road
Florence, South Carolina 29501

FILED

20 18 CP 21 2301

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

DEMETRIC HAYES

CARLA MARSHALL

P.O. BOX 2572

WEST COLUMBIA, SC 29171

PLAINTIFF(S)

VS.

JIM STROUD

DEFENDANTS(S)

COMMON PLEAS CASE NUMBER

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

3538 CHERRYWOOD RD
FLORENCE, SC 29501

The plaintiff/defendant (circle one), DEMETRIC HAYES AND CARLA MARSHALL hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of FLORENCE.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 23 day of AUGUST, 2018.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

- * Failure to recognize hearsay exceptions
- * Failure to allow the Plaintiff to testify
- * Failure to allow evidence to be presented and considered.
- * Judge Beker turned me (Carla Marshall) into a witness when its clear that I am a party in the case.
- * Failure to recognize violations in the landlord tenant acts. Section 27-40-440, 27-40-10
- * Judge Beker allowed Attorney Patrick Ford to continuously interrupt Pro-se litigant Demetric Hayes and Carla Marshall (witness).
- * Attorney Patrick Ford has represented me Carla Marshall so there's a conflict of interest. * Violation of section 27-40-720

Dated: 27 AUGUST 2018

[Signature]
Appellant (or attorney)

CERTIFIED: A TRUE COPY

[Signature]
CLERK OF COURT C.R. & G.S.
FLORENCE COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

2018CV2110104881
CIVIL CASE NUMBER
MAGISTRATE'S COURT
NOTICE OF APPEAL TO
RULE TO VACATE

Jim Stroud

Plaintiff

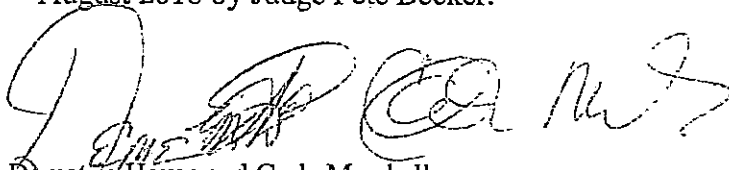
Vs.

Demetric Hayes and Carla Marshall
Defendants

Notice of Appeal

FILED
2018 AUG 27 AM 10:02
DORIS POULOS O'HARA
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, SC

Defendants Demetric Hayes and Carla Marshall will appeal the Judgment entered on 22 August 2018 by Judge Pete Becker.

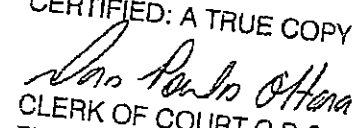


Demetric Hayes and Carla Marshall
P.O. Box 2572
West Columbia, South Carolina 29171
803-920-4478
843-260-9068

Cc:
Jim Stroud
3538 Cherrywood Road
Florence, South Carolina 29501

24 August, 2018

20

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CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY S.C.

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

2018CV2110104881
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Jim Stroud

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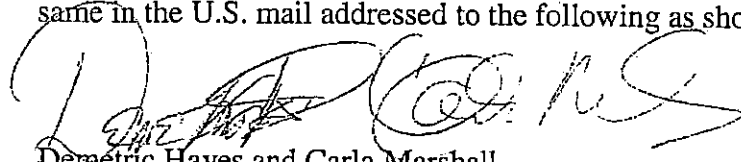
Vs.

Demetric Hayes and Carla Marshall

Defendants

Certificate of service

I certify that a copy of this Notice of Appeal has been served upon the Plaintiff by placing the same in the U.S. mail addressed to the following as shown this 25 August 2018.

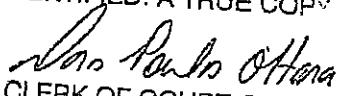


Demetric Hayes and Carla Marshall
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24 August 2018

FILED
2018 AUG 27 AM 10:03
DORIS POULOS CLARK
C.C.P. & G.S.
FLORENCE COUNTY, S.C.

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FLORENCE COUNTY, S.C.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal from the Circuit Court of Florence, South Carolina

The Honorable Thomas A. Russo

Case No. 2018-cp-2102301

Jim Stroud.....Respondent

v.

Carla Marshall and Demetric Hayes.....Appellant

NOTICE OF APPEAL

Carla Marshall and Demetris Hayes will appeal the Order by Judge Thomas A. Russo, Case No. 2018cp2102301, dated 17 January 2019.

Demetric Hayes

P.O. Box 2572

West Columbia, South Carolina 29171

803-920-4478

Carla Marshall

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843-260-9068

Counsel of Record for the respondent:

Finklea Law Firm

Patrick Ford

814 W. Evans St.

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STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

2018CV2110104881
CIVIL CASE NUMBER
MAGISTRATE'S COURT
NOTICE OF APPEAL TO
RULE TO VACATE

Jim Stroud

Plaintiff

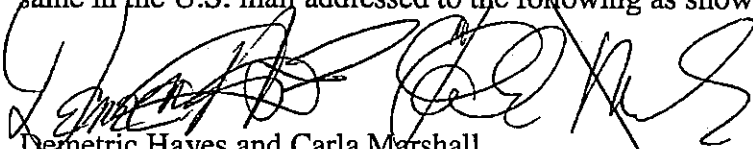
Vs.

Demetric Hayes and Carla Marshall

Defendants

Certificate of service

I certify that a copy of this Notice of Appeal has been served upon the Plaintiff by placing the same in the U.S. mail addressed to the following as shown this 25 August 2018.


Demetric Hayes and Carla Marshall
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Cc:
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24 August 2018

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal from the Circuit Court of Florence, South Carolina

The Honorable Thomas A. Russo

Case No. 2018cp2102301

Jim Stroud.....Respondent

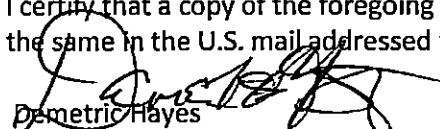
V.

Carla Marshall and Demetric Hayes.....Appellant

Certificate of Service

I certify that a copy of the foregoing Notice of Appeal has been served upon the Respondent by placing the same in the U.S. mail addressed to the following as shown this 18 January 2109.

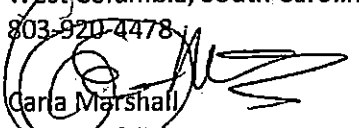
2019


Demetric Hayes

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West Columbia, South Carolina 29171

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Carla Marshall

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West Columbia, South Carolina 29171

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Counsel of Record for the respondent:

Finklea Law Firm

Patrick Ford

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1 case to be returned back to the court for review, okay. So,
2 we're just going to -- we're not going to relitigate the lower
3 case, but we are going to deal with errors that you feel like
4 were made by the Judge in the lower court, okay.

5 **MR. HAYES:** Okay.

6 **THE COURT:** Alright, sir.

7 **MR. HAYES:** Yes, sir. The reason why there was errors
8 made in the lower court was, first of all the Finklea Law Firm
9 was representing me. The Finklea Law Firm also represented us
10 prior, Ms. Marshall for the last 15 years, also counseled
11 myself as well. So, there's a conflict of interest for Mr.
12 Patrick Ford to represent the opposing party when we was
13 client's of the same law firm.

14 **THE COURT:** It's not a conflict -- the issues that the
15 Finklea Law Firm represented you on in the past, were they in
16 relation to this litigation, the subject matter of this
17 litigation?

18 **MR. HAYES:** Yes, it is because, I mean, if the attorney
19 that represented us for the last 15 years and there's a
20 personal conflict of interest when another attorney from the
21 same law firm is there representing opposing party.

22 **THE COURT:** It's not a conflict if it's a completely
23 separate issue and has nothing to do with your prior
24 representation and whether or not they currently represent
25 you.

1 **MR. HAYES:** Okay.

2 **THE COURT:** Are you currently represented by the Finklea
3 Law Firm?

4 **MR. HAYES:** She is.

5 **THE COURT:** Did the lower court rule that she is not a
6 party to this case because she was not on the lease?

7 **MR. HAYES:** That's my issue, Your Honor. When we went to
8 court she was a defendant as well.

9 **THE COURT:** Was she on the lease?

10 **MR. HAYES:** Say it again, Your Honor.

11 **THE COURT:** Was she on the lease?

12 **MR. HAYES:** She wasn't named but she signed the lease but
13 everything -- my name is there because I'm the one that's
14 working. She was named on the Notice of Eviction. It was my
15 name, her name and all others. We all was listed to appear
16 and come to court. The reason why Mr. Ford -- before the case
17 even started he told the Judge, Mr. Becker, I want to make her
18 a witness -- the reason why he did that because he represented
19 her in the past. He represented her -- well, she can tell you
20 herself but he represented her so he shouldn't have been there
21 representing the opposing party. Now, can Ms. Marshall
22 explain?

23 **THE COURT:** This is where it gets -- this is where it
24 gets difficult when represent yourself. You can represent
25 yourself, Mr. Hayes, and you certainly have that right but no

1 one else can appear on your behalf. So, this is Ms. Marshall;
2 is that correct?

3 **MR. HAYES:** Yes, Your Honor.

4 **THE COURT:** Alright, so Ms. Marshall cannot appear here
5 today and speak on your behalf.

6 **MR. HAYES:** She's not speaking on my behalf. She's
7 speaking on her behalf.

8 **THE COURT:** She's not a party to this.

9 **MR. HAYES:** But, she's supposed to a party before we went
10 to court but one we went to court and because she was a party
11 Mr. Ford asked the Judge to remove her and make her a witness.
12 Now, all up until the time she was a party but the only reason
13 why he done that was so he could come to court as the opposing
14 party against us.

15 **THE COURT:** If I understand, and of course I wasn't a
16 party to the underlying lawsuit, but I have some idea of what
17 occurred because of the Return. You have a lease and you are
18 the lessee on that lease. You are the main person on that
19 lease.

20 **MR. HAYES:** Yes, Your Honor.

21 **THE COURT:** And there was allegations that that lease had
22 been violated or breached and so therefore they were
23 attempting to evict based on the violation to the lease, okay.
24 It doesn't matter if Ms. Marshall or Ms. Pappis or whoever was
25 living there, you're the person on the lease. So, your

1 she's subject to cross examination.

2 **MR. HAYES:** I did not change her to a witness. It was
3 done after for the simple fact that Mr. Ford knew he
4 personally represented Ms. Marshall and he knew he couldn't
5 preside on the case because it would be a problem. That's the
6 reason for them turning ---

7 **THE COURT:** When did he represent Ms. Marshall? When
8 have you represented Ms. Marshall, Mr. Ford?

9 **MR. FORD:** Your Honor, thank you, Judge. May it please
10 the Court? Again, Patrick Ford, representing the respondent
11 in this case, Jim Stroud. Judge, I did represent Ms. Marshall
12 for a brief period in 2016, it may have lapped over into 2017.
13 I don't remember the exact dates. Her file has since been
14 closed. I wasn't involved in the initial filings and
15 pleadings in this action. My representation of Mr. Stroud in
16 these eviction proceedings was to attend at the hearing. When
17 we got the names of the parties, we did run a search just
18 because I did recognize Ms. Marshall's name and confirmed that
19 the files have been closed. We always run a conflict search,
20 so we ran it for both Mr. Hayes and Ms. Marshall. The files
21 that we had were closed. They were on completely unrelated
22 matters to this without going into details.

23 **THE COURT:** Okay. That doesn't prevent him from then
24 representing Mr. Stroud. That's not a conflict.

25 **MR. HAYES:** I'm saying going against one of his clients.

1 **THE COURT:** She wasn't his client. That matter had
2 closed. They were no longer representing her.

3 **MR. HAYES:** The thing is we also have a claim against
4 this law firm about another situation. So, this law firm is
5 connected not just this specific case right here but another
6 situation as well and I don't want to go into detail about it.
7 But, it's the law firm as well, but we can move on from there
8 but I'm just bringing to the Court's attention because the
9 lower court, Mr. Becker -- I'm sorry, Judge Becker stated in
10 his Return of Appeal that he wasn't made aware that Mr. Ford
11 represents -- like I said, at the time we didn't know because
12 we never spoke face to face we only had conversations over the
13 phone. So, that's why at the time when we got to court she
14 didn't know and wasn't for sure so of course you don't want to
15 make accusations you're not sure about. So, once we left
16 court and went and found out through the magistrate's office
17 that Mr. Ford was from the Finklea Law Firm.

18 **THE COURT:** But, again and I'm just going back, there was
19 no conflict. If Mr. Ford's representation of Ms. Marshall was
20 on an unrelated matter and that representation had ended, was
21 closed, that doesn't mean that he cannot appear in a case
22 where she's on the other side on a completely unrelated
23 matter. You couldn't do that because then lawyers couldn't
24 represent a lot of people. Just because there's a
25 relationship, attorney/client relationship, at some point in

1 the past; that doesn't prevent that law firm from ever
2 appearing on the other side of a lawsuit with that person, as
3 long as they're unrelated and the employment or the case is
4 concluded or ended. So, it's going to be hard to proceed and
5 go forward. And I understand that you don't agree with that
6 ruling and that's part of your appeal, I think.

7 **MR. HAYES:** Yes, Your Honor.

8 **THE COURT:** But, what I'm telling you is that's not an
9 error of law. That's a correct interpretation of the law. As
10 long as Mr. Ford does not currently represent Ms. Marshall;
11 and as long as the prior litigation is completely unrelated or
12 unaffiliated with the current case that does not prevent or
13 does not create a conflict of interest. He can still
14 represent Mr. Stroud in this matter against, in this case,
15 you.

16 **MR. HAYES:** So, even though the last 15 years up until
17 last year the law firm has represented, that's okay?

18 **THE COURT:** Well, all I'm told is that the law firm at
19 the time of this, the law firm did not represent Ms. Marshall
20 and that the matters that they did represent her on in the
21 past were completely unrelated to this. And if that's the
22 case then there is no problem with them representing Mr.
23 Stroud.

24 **MR. HAYES:** Okay. Also, Your Honor -- also, Your Honor,
25 we want to bring up the fact that, okay, the reason behind

1 this eviction, okay, back on June 9th we had an incident in the
2 property to where it was flooded, sewage came into the
3 property. It was a small situation, it was handled. Okay,
4 the 29th of July we had the same incident happen but a larger
5 scale. It flooded the whole house, sewage all in the house,
6 everything. It was never -- and I'm sure Mr. Ford is gone
7 argue that -- our intention never to move from this property.
8 We had to leave at the time being because it was a hazardous
9 condition. It was uninhabitable because I have text messages
10 to prove we communicated. They also saying they had no
11 knowledge, we didn't communicate them, we didn't let them
12 know. We communicated but it wasn't Mr. Stroud. I never met
13 Mr. Stroud until we went to court. Never seen him, didn't
14 have a phone number. We dealt with his sister, Tracy Grooms
15 and her husband Walter Capps. That's the only communication
16 we had, we have text messages to prove that. So, for them to
17 say that they were unaware of the situation is false. Also,
18 Walter's brother was at the scene. I have pictures here if
19 you don't mind taking a look at them, I can show you the
20 devastation.

21 **THE COURT:** Well, it sounds like we're going back to
22 relitigate the lower court case.

23 **MR. HAYES:** Well, I mean, that's what they saying, they
24 using an eviction when they had us living in a hazardous,
25 uninhabitable living condition. We couldn't stay there. When

1 this happened at 2:00 in the morning, we could not stay in the
2 house. We had toxic fumes in the house. So, we contacted
3 them to let them know this. Well, when we contacted them and
4 then what we did, we went to the Magistrate's Court because we
5 don't want to have any issues. And we get -- the next day we
6 get a notice on the garage door saying about an eviction. So,
7 any time you have, for example, any time you have -- if you
8 rent, it's the landlord's responsibility to maintain that
9 property in a safe, fit and livable environment. It was never
10 that. We could never get him to come over and do repairs and
11 under the South Carolina Landlord/Tenant Act 27-40-440, it
12 clearly states that if the landlord does not keep that
13 property in a livable and safe condition then how can you
14 evict someone off saying they didn't pay rent. Now, we was
15 paying \$2,200 a month every time, never missed a payment,
16 right on time. We left out of there July 29th. We didn't stay
17 in that property for August -- from the 29th up til today. We
18 left the property, okay. We salvaged what we could. We was
19 told by a restoration company to leave everything but we
20 salvaged what we could. And we tried to get a restoration
21 come in, we were gone pay for it. Servpro, we tried to get
22 them come in, along with some other ones to clean it us, you
23 know, fix the situation. But, we couldn't get Mr. Stroud, of
24 course, we never had his number. When this happened back in
25 June the 9th, Tracy told us -- well, I'm sorry, Walter told us

1 do not call him on the weekends. Now, they're the landlords.
2 Do not call him, even if it was a situation, do not call him
3 on the weekend. They do not have an emergency service. So,
4 we had to deal with the problem. So, if you have no means of
5 rectifying the situation when the restoration company, Servpro
6 says, well we need the owner, you can't authorize -- we can't
7 clean the property by your authorization because you're
8 tenants. We need the landlord or the owner to let us know
9 it's okay to let us come in. They failed to do so. They
10 never would allow anyone to come in the property. So,
11 therefore we couldn't live there. So, we can't pay rent, it
12 doesn't matter if it's \$20 dollars a month, if it's \$2,200 a
13 month in a place where you can't live. All the toxic fumes
14 from Ms. Marshall and myself, we been sick with, you know,
15 infections. Her legs scarred up from falling down in that
16 sewage. I mean, it's not like it's just a water leak. We had
17 sewage coming into the house in through the toilets, through
18 the showers and everything. So, that's the reason why we had
19 to leave. Our intentions was not to leave, not to pay the
20 rent or whatever the case may be. We paid it every month and
21 had no problem paying that amount and we paid it every month.
22 But, when we told you to address the situation and you have
23 not given us any type of solution after 14 days -- well, this
24 happened the 29th, 14 days they never did anything. How does
25 someone continue to pay the rent when you're not living up to

1 your end of the bargain and doing things you need to do as
2 landlord. So, that's what we're appealing because Judge
3 Becker, he totally ignored all those facts. We tried to -- we
4 brought up information to tell him what was said between
5 Walter and Tracy and every time we said anything Attorney Ford
6 would object. He wouldn't allow us to get anything out. I
7 mean, then when I object to what he had to say, the Judge told
8 me wait let him speak, give him time to speak and then it will
9 be your turn. And then when I try to state my case or whatnot
10 he would always interrupt. Also, Judge Becker said that Mr.
11 Ford provided the court reporter. That's not true. We
12 provided the court reporter. We paid the court reporter to
13 come in that day, not Mr. Becker, but that's clearly stated in
14 the Magistrate Judge's Return on Appeal. So, you know we're
15 just going by the law. The law states in the South Carolina
16 Tenant Act if it says that a landlord has certain
17 responsibilities and also the tenants have responsibilities
18 and those things are not being followed. That should
19 supersede anything, and eviction, anything when you not
20 providing the safe condition that you're supposed to provide.
21 Now, I don't know Mr. Stroud personally. I know what I heard.
22 But, judging off the way he treated us, he is not a good
23 person. When you can't even get your landlord, you've never
24 met your landlord. We was there for four months before this
25 happened. I didn't see, never laid my eyes on him to know how

1 he looked until we went to Magistrate's Court on the 22nd of
2 August. He never said a word, never said a word. And he's
3 not here today, neither Tracy, neither Walter are here. Tracy
4 was the one that filed the eviction, she signed it so she
5 should have been there in the lower court to address that but
6 she didn't show up. Walter was there before it started but
7 once he started the proceedings he left. Mr. Stroud was
8 there, but as you can see none of the parties is here today.

9 **THE COURT:** Well, they're not required to be here.

10 **MR. HAYES:** They're not required?

11 **THE COURT:** No, not for an appeal. They're represented
12 by counsel, so they have their attorney here. It's rare that
13 the parties to an action appear at an appeal as long as
14 they're represented. You're here because you're representing
15 yourself.

16 **MR. HAYES:** Yes, Your Honor.

17 **THE COURT:** I mean, they could be here. They're not
18 prevented from being here. But, they're not required to be
19 here as long as they have representation.

20 **MR. HAYES:** Yes, Your Honor. Do you want to see the
21 pictures?

22 **THE COURT:** No, because I can't relitigate the lower
23 case. And everything you've mentioned, and this is why I'm a
24 little curious, everything you've mentioned you've said that
25 you were not able to present to the lower court but everything

1 you just mentioned is all right here in the lower court's
2 Return. So, apparently, this was all presented to Judge
3 Becker because it appears in his record.

4 **MR. HAYES:** Does it say in there how I wasn't able to
5 complete what I was saying? Every time I said something it
6 kept being objection, objection, everything is hearsay. So,
7 what we tried to do as well ---

8 **THE COURT:** Well, if it is hearsay it's not admissible so
9 -- and I don't know because I don't have a transcript of the
10 lower court proceeding.

11 **MR. HAYES:** But, the thing was we printed out text
12 messaging, communication between Walter and Tracy and that
13 wasn't admissible the Judge said.

14 **THE COURT:** Correct.

15 **MR. HAYES:** And I always thought that's admissible
16 because they had a sign outside the door said under South
17 Carolina Statute you can't have a cell phone or recording
18 device in the courtroom. But, yet Judge Becker said do you
19 have your cell phone or anything that we can look at? I said,
20 no, Your Honor, because outside the door in the sitting area
21 it says no cell phones in the courtroom. So, we had the text
22 messages to prove and show. I even asked him, well can we go
23 out and get the cell phone, if you okay it, let us bring the
24 cell phone and show you the text messages. That's why I
25 brought text messages in here today to show to you the

1 correspondence between the two because Judge Becker, he
2 wouldn't allow that. I was on the stand and you can't bring
3 your cell phone, you have text messages to prove your case,
4 then why wasn't that allowed to be -- why was that
5 inadmissible? It shouldn't be. I just want to say, if you
6 look at the text messages you'll see this say that, and that
7 say the other. And the Judge said our testimony was hearsay
8 when we brought up names, well the information we brought up
9 it wasn't from a third party. It was communication from us
10 being tenants communicating with Walter, who was the
11 maintenance guy and Tracy, who was the property manager. They
12 didn't show up so here's out testimony for that. I'm speaking
13 on the lower court. They wasn't there but we had first hand
14 knowledge. So, if someone tells me something, then that is
15 first hand knowledge. But, if someone tells me what somebody
16 else said then yes, I can understand that being hearsay. But,
17 that wasn't the case but Judge Becker said our testimony was
18 hearsay.

19 **THE COURT:** Alright, anything further? And I'm going to
20 give you a chance to be heard. I'm going to hear from Mr.
21 Ford, but then I'm going to give you a chance to be heard
22 again. But, is there anything further before I hear from Mr.
23 Ford?

24 **MR. HAYES:** Well, lastly, you know Mr. Ford said there's
25 no knowledge. He said there's no knowledge to prove what we

1 were saying because like I said he wouldn't allow the text
2 messages ---

3 **THE COURT:** The term hearsay is an out of court
4 statement. A statement that was made outside the court that
5 is being offered to prove the contents of the statement.
6 That's what hearsay is and unless it fits under -- there's
7 several exceptions to the hearsay rule; and unless it fits
8 under an exception, anything that someone says to you or texts
9 to you is hearsay if you're trying to admit it to prove what
10 was said is true. That's hearsay unless it fits under an
11 exception. So, text messages would be hearsay. What someone
12 told you would be hearsay. Now, there are exceptions to that
13 and, of course, I wasn't there for the lower court proceeding
14 and I don't know what was trying to be admitted and what was
15 ruled as hearsay.

16 **MR. HAYES:** Your Honor, that's why I appealed it because
17 being that you wasn't there then you have no clue what was
18 said. That's why I'm providing proof. That's why I'm
19 providing proof by text messaging. That's why I'm providing
20 proof by pictures to show the devastation that happened.
21 That's why I'm here today.

22 **THE COURT:** Well, let me ask you this and I'm going to
23 hear from Mr. Ford. I'm not -- and I don't do a lot of
24 landlord/tenant stuff here in Circuit Court but I'm not sure
25 that depending on the provisions of the lease if you have

1 these problems, I'm not sure that that gives you the right to
2 just choose to no longer to pay the rent.

3 **MR. HAYES:** Under the South Carolina Landlord/Tenant Act
4 it states in there and I looked it up, if you live in a
5 hazardous condition and the landlord refuses to fix the
6 problem ---

7 **THE COURT:** I think you have recourse. You can bring an
8 action against the landlord.

9 **MR. HAYES:** Well, that's what I'm in the process of
10 doing. But, the thing is, Your Honor, if your house -- say
11 for example, if your house was to -- say you was in my
12 position and you rented a place and you been there, brand new
13 house, no one else lived there and you have sewage coming in
14 your showers, coming in your toilet, all your bathtubs. Then
15 you're being told that's on the city. That's the city's
16 problem. So, you got to go off of that because that's what
17 they're telling you. I'm not an expert. I'm not a builder.
18 I'm not an expert on plumbing. But then in happens again a
19 little over a month later the same problem but it's so massive
20 that you can't do anything about it. Walter's brother was
21 there, and like I said, he said he had no knowledge, but he
22 was there he gave me a shop vac to use. When you have all
23 these things going on and all you're being told, well, that's
24 the city's problem that's not our problem. Again, like I said
25 ---

1 Ms. Marshall, I'm not going to recognize you. You're not
2 a party to the action. I know you think you are, but you're
3 not. If your name doesn't appear on that lease, I don't care
4 if you negotiated the lease. I don't care if you wrote it.
5 It was a lease between Mr. Hayes and whoever the lessor is and
6 those are the parties to the lease.

7 **MS. MARSHALL:** Can I ask you a question, Your Honor?

8 **THE COURT:** You can ask a question.

9 **MS. MARSHALL:** Why was my name -- why was my name
10 included in it?

11 **THE COURT:** Because you lived there, and you were
12 required to leave as well. Anyone who lived there would have
13 been required to leave if the Court ruled in favor of the
14 owner.

15 **MS. MARSHALL:** Okay, well we're not involved as the
16 occupants? Why was my name ---

17 **THE COURT:** This was a breach of a lease action. He
18 violated the lease, so the people who are the parties to the
19 lease. Now, that would have been Mr. Hayes and you were not a
20 party to that lease and that's -- I realize it's a
21 technicality because you lived there as much as he did.

22 **MS. MARSHALL:** Yes.

23 **THE COURT:** But, the bottom line is, if that was the case
24 when you entered into the lease you should have had you and
25 him listed, then you would have been a party to the matter.

1 **MS. MARSHALL:** They told us we couldn't do that. We
2 wanted to do that and see it all stems back to Mr. Stroud is
3 not an honest man. We entered into a situation that we
4 shouldn't have entered into from the beginning ---

5 **THE COURT:** This is where I'm not going to lose control
6 of the courtroom. There's a lot of people here that need to
7 have their matters heard. And here's the thing, I'm only
8 bound by what's in front of me and what's in front of me are
9 the grounds that you listed in your Appeal. And as I go
10 through each one of those I don't find that there was any
11 error of law by Judge Becker and so therefore I'm going to
12 respectfully deny the appeal.

13 **MR. HAYES:** You said you were going to let me speak
14 again.

15 **THE COURT:** Alright, go ahead. But, we're not going to
16 beat a dead horse.

17 **MS. MARSHALL:** (Inaudibly speaks to Mr. Hayes)

18 **THE COURT:** Okay, that's it. Thank you.

19 **MR. HAYES:** Your Honor, you said I could make a
20 statement.

21 **THE COURT:** Go ahead.

22 **MR. HAYES:** Okay, when Mr. Ford said that about them not
23 having knowledge. That's simply not true. They knew about
24 this on June the 9th.

25 **THE COURT:** The law requires that they know about it.

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective 03/01/2018 by and between **Jim Stroud** ("Landlord"), and **Demetric Hayes** ("Tenant"). The parties agree as follows:

PREMISES: Landlord in consideration of the lease payments provided in this Lease, leases to the Tenant The House (the "Premises") located at 2003 Enchanted Lane Florence, SC 29505

OCCUPANTS: The Premises may not be occupied by more than 3 persons unless prior permission is granted by Landlord.

TERM: The lease will begin on 03/01/2018 and will terminate per renewal terms.

RENEWAL TERMS: This Lease shall automatically renew for an additional period of one year on the same terms as this Lease, **every year**, unless either party gives written notice of the termination no later than 30 days prior to the end of the term or renewal term.

Initials


03/10/18
4:45PM EST

LEASE PAYMENTS: Tenant shall pay to the Landlord lease payments of \$2200.00, payable in advance, on the first day of each month. Lease payments shall be made to the Landlord at **Jim Stroud, 3538 Cherrywood Rd Florence, 29501**

LATE PAYMENTS: Tenant shall pay a late charge of \$220.00 for each payment that is not paid within 5 day(s) after the due date for such late payment. If you do not pay your rent within five days of the due date, the Landlord can start to have you evicted. This is your notice you will get no other notice as long as you live in this rental unit. If an eviction is filed and the Tenant has paid the rent, late fees, and court cost, the Landlord will charge a \$50 reinstatement fee.

Initials


03/10/18
4:45PM EST

NON-SUFFICIENT FUNDS: We do not accept checks,

SECURITY DEPOSIT: At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$2500.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. Tenant agrees to pay damages that are in excess of the deposit. **This rental is in NEW condition and shall be returned in NEW condition. Deposit will not be used for last months rent nor will the last months rent be prorated.**

Initials


03/10/18
4:45PM EST

POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

KEYS: \$50.00, The Tenant will be given 2 keys to the Premises. If all keys are not returned to the Landlord at the end of the Lease, the Tenant will be charged.

LOCKOUT: If the Tenant becomes locked out of the Premises, the Tenant will be charged \$50.00 to gain re-entry.

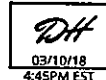
REMODELING OR STRUCTURAL IMPROVEMENTS: Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such

fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

MAINTENANCE: Tenant's obligation for maintenance shall include:

- All items \$25 or under
- Tenant may not contract or perform any work on the house without the Landlords consent.
- Tenant is responsible for yard maintenance, including pines straw and flower beds.
- Pest Control
- Change A/C filters monthly or incur the cost of A/C repair or service.
- No Parking On GRASS.
- Trash must be removed on a weekly basis or sooner.
- The property must be kept neat at all times by the Tenant. If at anytime during the lease the Landlord feels the property is not being maintained appropriately the Tenant will be notified of necessary changes and will be given no more than 5 days to make the necessary corrections. If corrections are not made, the Landlord will make the corrections at the Tenants expense. Landlord will be reimbursed within 5 days or the Tenant will be in default.

Initials



Landlord's obligation for maintenance shall include :

- the roof, outside walls, and other structural parts of the building
- the electrical wiring

ACCESS BY LANDLORD TO PREMISES: Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES: Tenant shall be responsible for all utilities and services in connection with the Premises. If the utilities are disconnected during the lease period the Tenant will be in default and the Landlord may terminate the Lease and take possession of the property immediately.

Initials



PROPERTY INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for the respective interests in the Premises and property located on the Premises. Landlord or his insurance does not cover Tenants personal belongings.

DANGEROUS MATERIALS: Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner and if the damage is reasonably repairable within 60 days after the occurrence of the destruction, and if the cost of the repair is less than \$30,000.00, Landlord shall repair the Premises and the lease payments shall abate during this period of the repair. However, if the damage is not repairable within 60 days, or if the cost to repair is \$30,000.00 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control or if the property is condemned, this lease shall terminate upon 20 days written notice of such event or condition by either party.

DEFAULTS: Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 day(s) (or any other obligation within 5 day(s) of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to the Tenant's financial obligations under this lease. Tenant shall pay all costs, damages, and expenses suffered by the Landlord by reason of Tenant's defaults. If the Tenant is in default, the Tenant will be required to pay 2 times the monthly Lease to satisfy the buyout of the remainder of the Lease.

Initials

DH
03/10/18
4:45PM EST

HABITABILITY: Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of the Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

No Pets: Allowed inside or outside without written consent from Landlord. If written consent is given for a pet, pets shall not be allowed to become a nuisance to anyone. (Constant barking, aggressive nature, damaging the premises, or allowing feces on someones property. Feces must also be picked up and disposed of off your Premises as well.)

Initials

DH
03/10/18
4:45PM EST

ASSIGNABILITY/SUBLETTING: Tenant may not assign or sublease any interest in the Premises without the prior written consent of the Landlord.

TERMINATION UPON SALE OF PREMISE: Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 day(s) written notice to Tenant that the Premises have been sold.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord: Jim Stroud
3538 Cherrywood Rd
Florence, South Carolina 29501

Tenant: Demetric Hayes

2003 Enchanted lane
Florence SC 29505

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the state of South Carolina.

LANDLORD:

James Stroud
dotloop verified
03/10/18 4:34PM EST
ALU4-CUXK-QJW8-OVTN

TENANT:

Demetric Hayes
dotloop verified
03/10/18 4:45PM EST
PRPJ-9XZV-H5ZO-SQFC

SS# 249-27-0841

Tel# 803-920-4478

Demetric Hayes
dotloop verified
03/10/18 4:45PM EST
RITS-KY09-A6F3-2D19

SS#

Tel#

Maintenance: Walter: 843-229-8391

Rent Payments: Tracey: 843-857-6249

Reminder

(Already In Your Lease Agreement)

Per your lease, rent is due in advance of the 1st, **not on the 5th**. If you wait until the 5th, that is fine. Just understand that if you pay past 6pm on the 5th, you will incur **EVERY FEE**. Which are:

Late Fee is 10% of your rent amount

Eviction Fee is \$55

Reinstatement Fee is \$50

There will be **NO** leniency or bending of the rules....

Now, **COMMUNICATION** is expected if you plan to pay past the 5th. You will incur these fees, but when you are reinstated, it will be for the same amount as in your **CURRENT** lease. If you choose not to communicate your intentions of paying late, you will incur those same fees, however, when you are reinstated, it will be for an increased amount in rent and you will sign a new lease reflecting this amount or **be Evicted**.

The same rule applies if you break your agreement on when you were paying late. In other words, if you communicate that you're paying on the 8th and you don't pay or **COMMUNICATE** new intentions, you just got an increase in rent and a new lease to sign to be reinstated and/or **BE EVICTED!!!!!!** It's easy, Just **COMMUNICATE!!**

The best way to avoid all of this is..... 1) Pay on time...2) **COMMUNICATE.....**

Again, this is just a reminder. Its already in your lease. If this doesn't apply to you, we appreciate it.

Owner- Jim Stroud

Demetric Hayes

dotloop verified
03/10/18 4:50PM EST
H0FC-IDLG-2P2M-TPH



FINKLEA LAW FIRM
ATTORNEYS AND COUNSELORS AT LAW

FINKLEA LAW FIRM
ATTORNEYS AND COUNSELORS AT LAW



2019

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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MAY							JUNE							JULY							AUGUST						
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26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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29	30						28	29	30	31				31							29	30	31				



814 W. Evans Street
Florence, SC 29501
(843) 317-4900

2554 US-76 E
Marion, SC 29571
(843) 433-8276

101 S. Main Street
Hemingway, SC 29554
(843) 551-0051

Finklea Law Firm, Attorneys & Counselors At Law

Post Office Box 1317
Florence, SC 29503
(843) 317-4900

Statement as of September 30, 2016
Statement No. 29541

Starlite On You Entertainment, LLC
Carla Marshall
232 Edinfield Court
Gaston, SC 29053

Matter ID: 16303PF
Matter Description: Starlite On You Entertainment, LLC

Payments

9/9/2016	Payment	Trust application.	200.00
Sub-total Payments:			<u>200.00</u>

Total Current Billing:	<u>0.00</u>
Previous Balance Due:	60.00
Total Now Due:	<u>60.00</u>

GARY I. FINKLEA

ATTORNEY & COUNSELOR AT LAW

814 West Evans Street
Post Office Box 1317
Florence, SC 29503 – 1317

Phone: (843) 317-4900
Fax : (843) 317-4910
E-Mail: gfinklea@finklealaw.com

March 9, 2005

Attn: Medical Records
Tony's Hair Replacement System
2719 Middleberg Drive
Columbia, SC 29204

PLEASE NOTE

I am sending you this
for your information; no
response is necessary.

Gary I. Finklea

Date: 3/9/05

Patient: Carla Marshall
Soc.Sec.No.: 230-96-0074
Date of Birth: 10/16/61
Date of Accident: 8/9/02
Dates of Service: 8/9/02 - present
Our File #: 4045

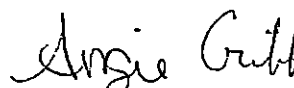
Dear Sir or Madam:

This office represents Carla Marshall who has been treated at your facility for injuries sustained in an automobile accident.

The purpose of this letter is to request a copy of our client's bills and/or records for the above referenced treatment. Enclosed is a duly executed HIPAA compliant medical authorization for this request. If there is a charge for this request, please provide an invoice and we will remit payment promptly. If you anticipate that the cost for producing these documents will exceed \$50.00, please contact our office prior to copying these documents.

With kind regards, I am,

Very truly yours,



Angie Cribb

Legal Assistant to Gary I. Finklea

alc
Enclosure
cc. Carla Marshall

4 August 2018

Jim Stroud
3538 Cherrywood Road
Florence, SC 29505

Re: 2003 Enchanted Lane
Damages due to sewage backup

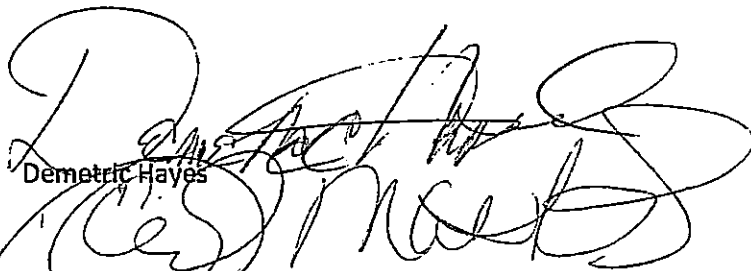
Dear Mr. Stroud,

I am sure you are well aware of the catastrophic and severe sewage backup caused by a major power failure at the city sewage pumping station. This caused sewage to backup into the premises through all of the major drains at your property that we occupy located at 2003 S. Enchanted Lane Florence, South Carolina 29505 on July 29, 2018. As you know this is the second time this has occurred. The first time was on June 9th 2018, late Saturday night. Both time sewage came into the home through the shower, toilets and bathtub and leaked out onto the bathroom floor. We do not have your contact information therefore we called and texted your property manager Tracie and your brother Walter whom is the maintenance man. Neither one of them responded. We then called the City of Florence water department, which dispatches to the police department. They informed us that they would be sending someone out. The city of Florence came out and discovered there was a blockage. They removed the blockage and the sewage that came into the property went back down. On July 29, 2018 the same thing happened again. We were awakened to the worst smell ever. There was sewage in the shower and bathtub again. Even though we were told by the property manager (Tracie) and the maintenance man (Walter) not to call them on the weekend even if it is a water problem, so to cover ourselves we texted Walter.

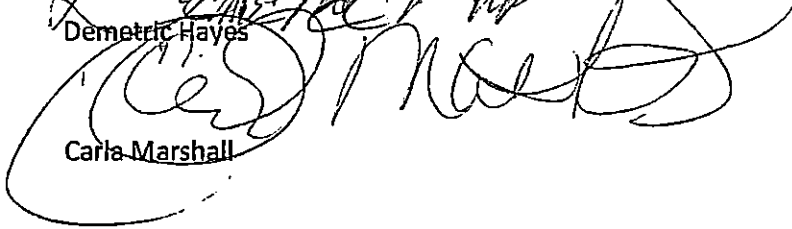
Later that morning, your brother showed up and took the cap off the line on the city side and sewage immediately began to gush out of the line. We informed him that sewage was in the house and it was beginning to spill on to the floor and throughout the house. I'm sure he informed you of how bad the situation was and how important it was to get someone there to get control of the situation. Instead, all we got was smart ignorant messages from your brother Walter. This is your property. We are the renters. It is your responsibility as the landlord and owner to maintain the upkeep and keep the property inhabitable. You have failed to do so. It has now been a week and we have yet to hear anything from you. This could have been preventing from being as bad as it has if you would have acted. Now, sewage has spread throughout the house causing damage throughout most rooms, ruining and contaminating a lot of our furniture, rugs and damaging a lot of my clothes and shoes to the point where I will have to replace them. In addition, due to our presence in the house, we have suffered a number of illness.

We are presently staying in a hotel because it is unsafe and a great health risk to continue staying in the premises. The city have informed us that you could have had someone to come in and address these problems if you would simply approve the work. Also, Walter never came back to fix the front door and door bell.

Sincerely,



Demetric Hayes



Carla Marshall

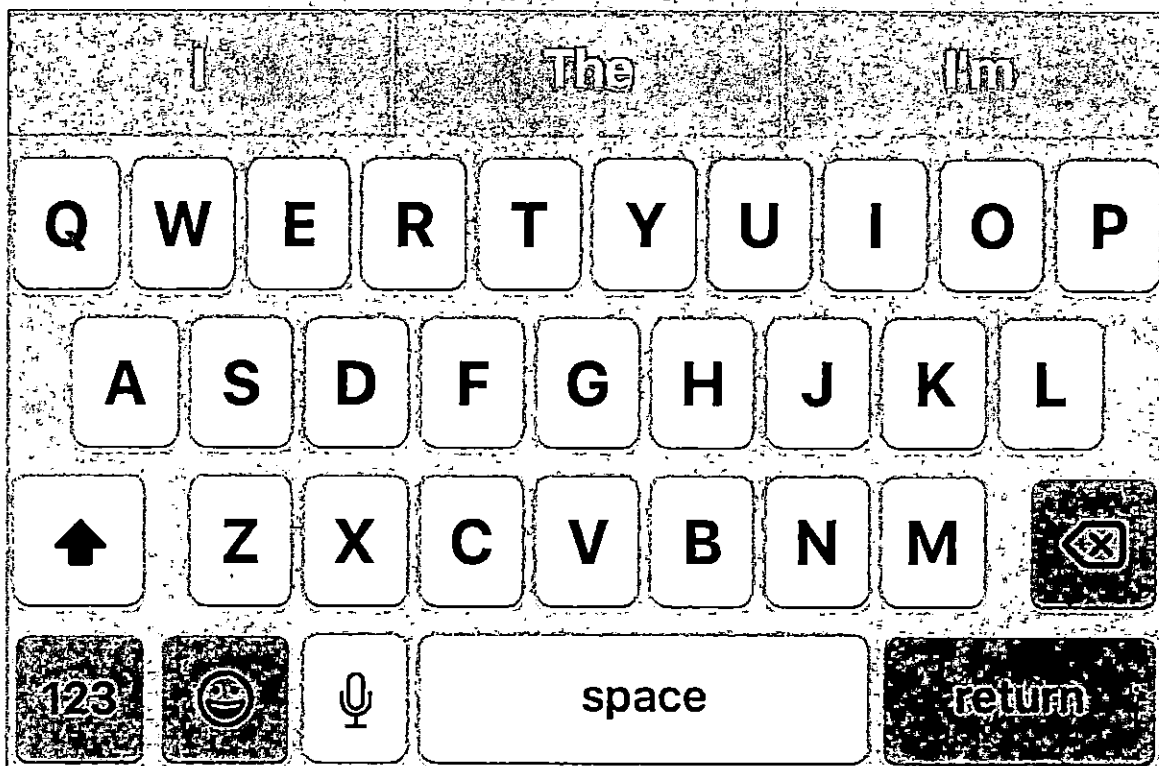


Sun, Jul 29, 5:14 AM

Walter, this is Carla and Dee at 2003 S.Enchanted Ln. We are experiencing sewer water backing up into the house AGAIN. The tubs, showers Ect.We can't stay in the home due to the fowl smell! The last time that this happened we were told by Tracie and yourself that there is no



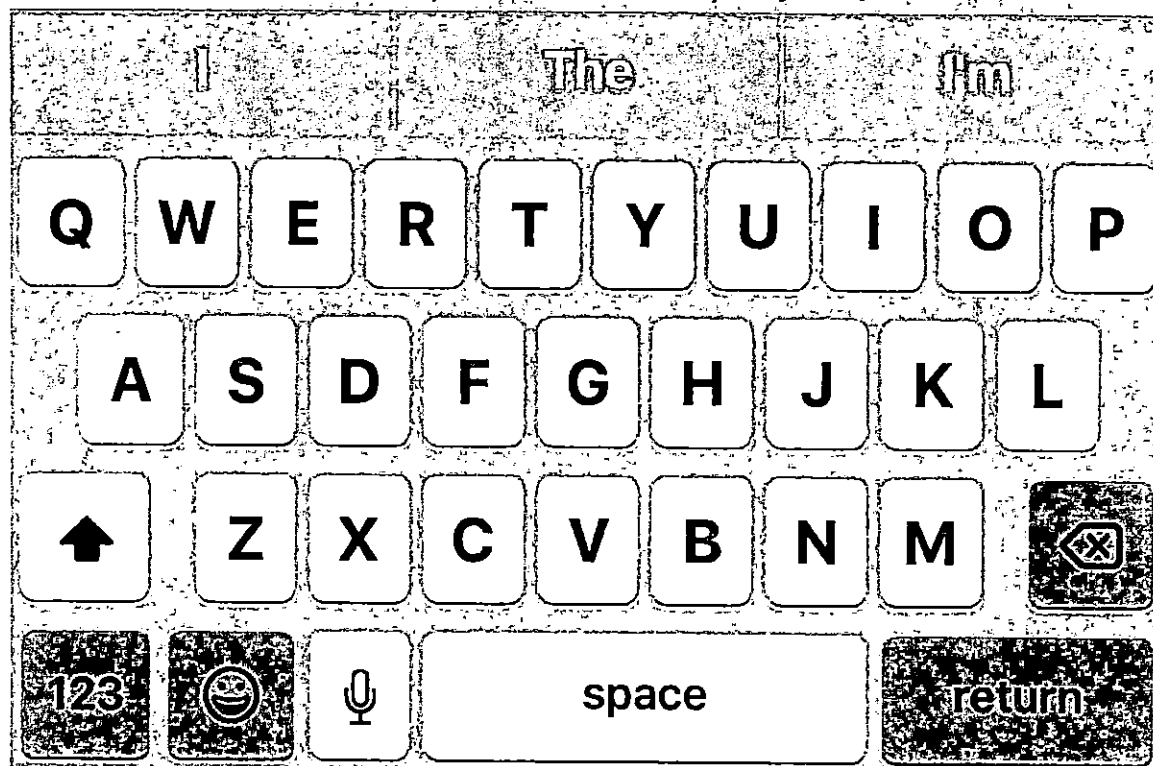
iMessage



yourself that there is no one in place for emergency issues on the weekend and wait to address any issues on the next business day which would on that Monday. This is to include plumbing issues. We have notified the city of Florence water company and we are now heading out to stay in a hotel because the house is a



iMessage



Thu, May 31, 8:06 AM

Good morning I was calling to see if Demetria could sign the new lease I sent him? It's the same as before just different wording. I need that signed this morning if possible. Thanks

Thu, Jun 7, 4:52 PM

Hi Tracy...This is Carla at 2003 S.Enchanted Ln. I think that Walter came by today while I was washing my hair. Do you know what he wanted? He never answers texts and he has my number to call me if he's coming to address the repairs that need to be done.



my hair. Do you know what he wanted? He never answers texts and he has my number to call me if he's coming to address the repairs that need to be done.

A white Ford F-150

Ok I'll let him know. Also can you have him sign that lease for me.

Thu, Jun 7, 6:17 PM

We took both leases to our attorney (my uncle) and he said that the first lease that we signed is not specified for a townhouse. He said it's a rental lease that's generic and can be used for any property so



used for any property so he said that the lease that we signed is fine & we shouldn't have to sign another lease. I'll have him call you.

You will have who call me? And the reason for the change is because I did the wrong lease. We have changed the wording on our new lease. It's no big deal but now that I sent you a new lease I don't have a signed copy. I don't see what the big deal is

My uncle who is an Attorney advised us not to sign another leases because the current lease is fine. He can't understand why the

55



iMessage



< Messages Tracey/Property Mang.

Details

is fine. He can't understand why the second leases was drawn up. The wording doesn't change anything other than when the payment is due and no contract/lease should require the rent to be paid at the end of each month instead of the first of the month. He said he has never seen a lease asking a tenant to pay at the end of the month and late after the 5th. And we pay our rent before the 5th anyway so why is there a change in the lease?

Ok I'll just let Jim know you don't want to sign the lease. And that your attorney advised you not

56



iMessage



you've done or the cities problem. Take it up with them.

You lucky maintenance is responding on a Sunday cause clearly we did not stop up your sewer line.

It's nothing that we've done!! The city came out and said there's a blockage in the line and it's common. Meaning it happens a lot! And you don't have to worry about me contacting you again since you've taken that attitude!

And if the city is not inclined to help you and I doubt they will, that's what renters insurance is



< Messages Tracey/Property Mang. Details

don't have to worry about me contacting you again since you've taken that attitude!

And if the city is not inclined to help you and I doubt they will, that's what renters insurance is for. Have a great day

Maintenance is 24 hours Tracy. And for 2,200 a month we should have a maintenance person that answers calls and or texts. You have a great day as well!

Yes it's common. Meaning people who use the system stop up sewer lines. But WE did not stop up your sewer line.

50



iMessage



Ironically no one else is stopped up over there. Only you. Have some common sense. You stopped up the sewer line. Be glad maintenance is fixing it and not charging you.

This is common with tenants

The city told you the same thing in a nice way

Tracy... Apparently you don't know what your texting. I have a landlord tenant book that might be helpful to you. Clearly...You don't know what you're talking about!!! Rental property is rental property and the same rules apply. It does



The city told you the same thing in a nice way

Tracy... Apparently you don't know what your texting. I have a landlord tenant book that might be helpful to you. Clearly...You don't know what you're talking about!!! Rental property is rental property and the same rules apply. It does not vary based on apartment or house. Research before you come at me. And we do have renters insurance...THANK YOU!!!!!! Be blessed!!

And I have two degrees and plenty of common sense as well. Remember that Tracy. Take your

60



iMessage



Are you still thinking tomorrow

No...not tomorrow.

Fri, Aug 17, 10:14 AM

FYI. The hearing you're going to is an Eviction Hearing. You will be Evicted and it will be a permanent record. Just letting you know.

Mon, Aug 27, 4:18 PM

Walter are you available to meet today so that we can give you the keys and garage remote? One of the remotes are in the kitchen drawer so you can get it because we have not been back to the



iMessage



< Messages Walter/Maintaince

Details

Hearing. You will be
Evicted and it will be a
permanent record. Just
letting you know.

Mon, Aug 27, 4:18 PM

IF PROPERTY
WAS ABANDONED
WE WOULDN'T
HAVE MET
WALTER TO
TURN OVER
THE KEYS

Walter are you available to
meet today so that we can
give you the keys and
garage remote? One of
the remotes are in the
kitchen drawer so you can
get it because we have
not been back to the
house to get it. We actually
meant to give them to Jim
Stroud in court
however, we forget to. We
can meet you at 5:30 at
the neighborhood
Walmart in the parking lot.
Thanks!

62



iMessage





(843) 857-6249

Mobile



8/23/18 8:54 AM

Hi Mr Hayes

I'm reaching out to you to avoid turning you over to the collection agency. Your name and SSN is on the lease agreement. If you were to pay August rent plus late fees, and do a one-month buy out, we would not turn you into collections. If you are turned over to collections it will be for August plus late fees plus all court cost plus the two month buy out in your default section of your lease. This will be a considerable savings and protect your credit rating and rental rating.

Just wanted to give you the opportunity to consider before we do the paperwork and turn it in. Thank you.

62



Type a message...



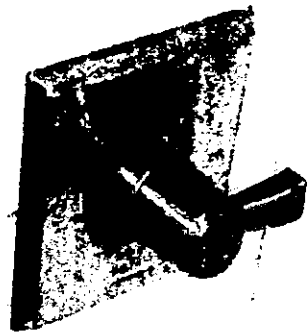




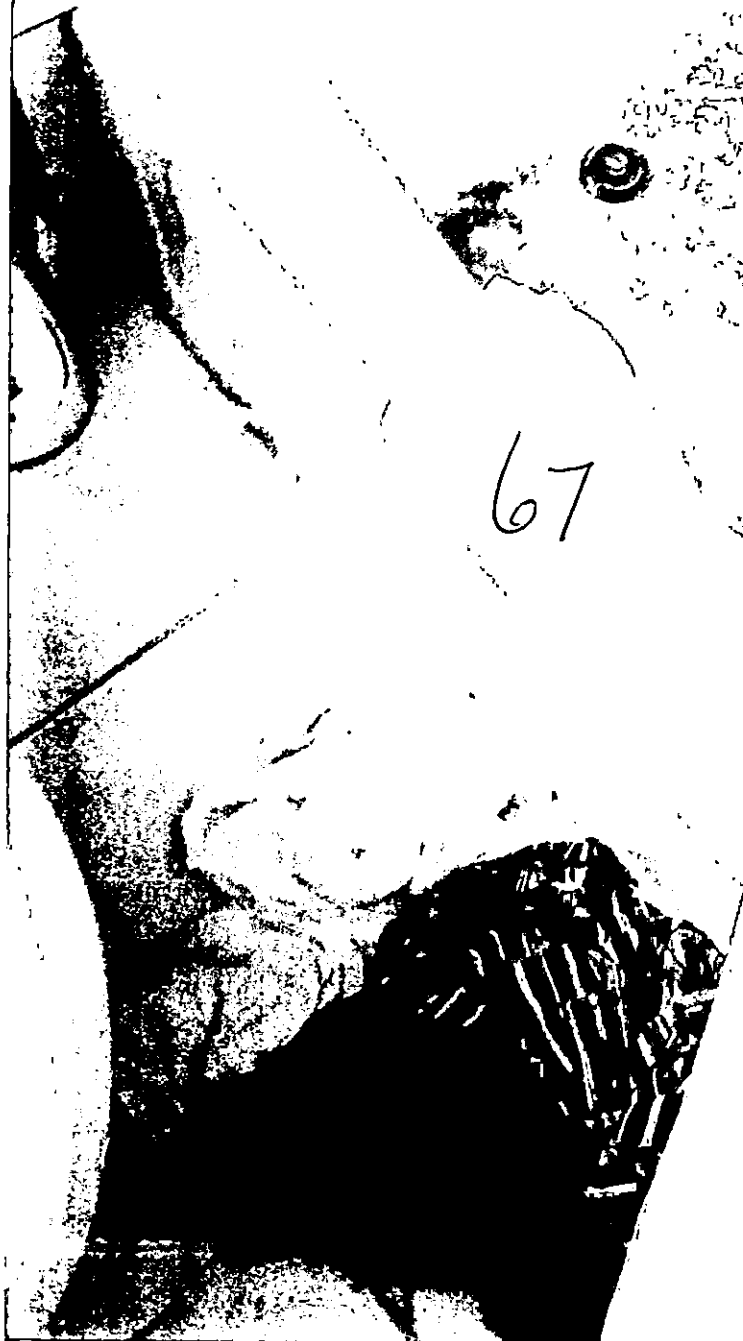
59

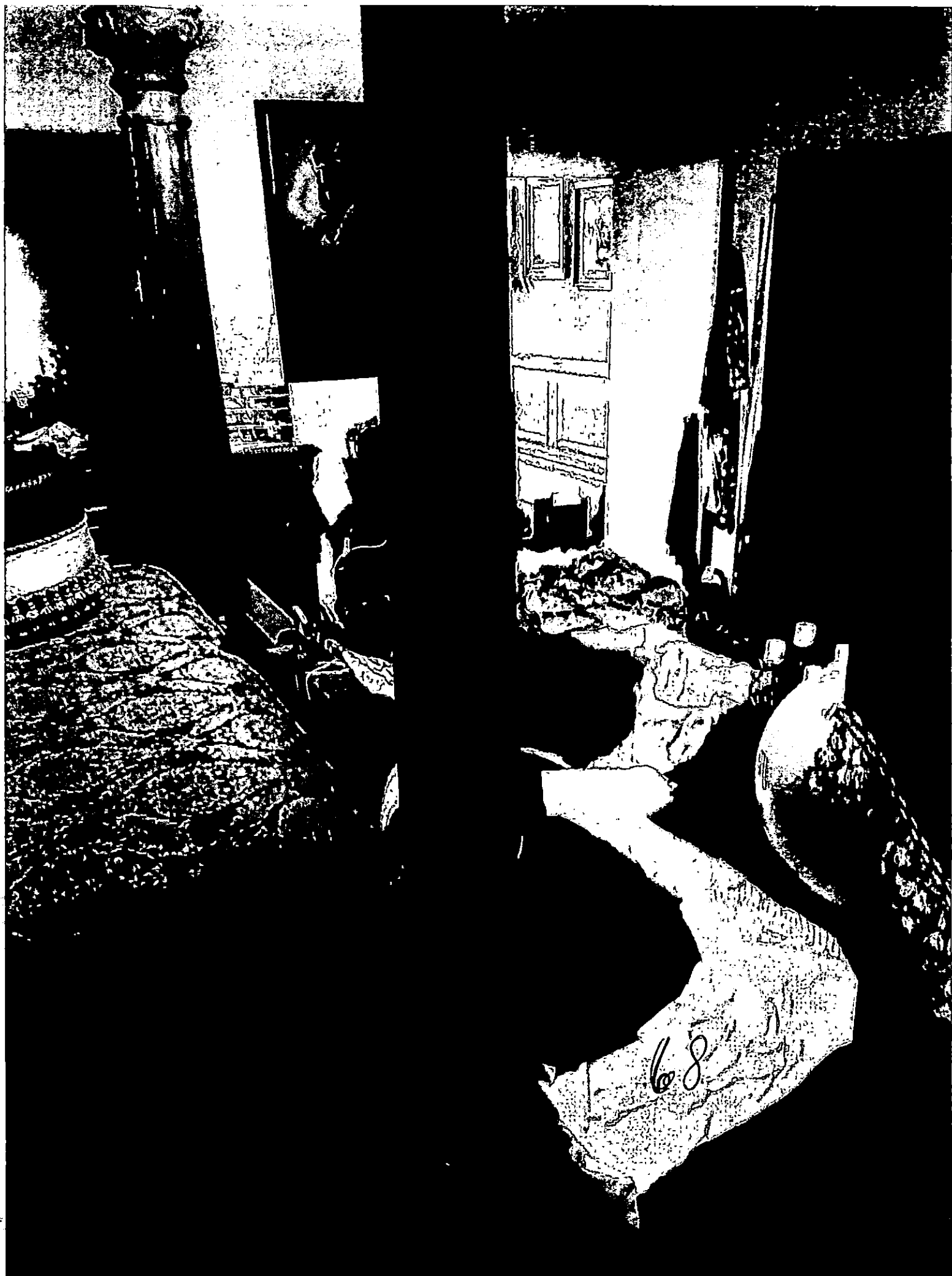


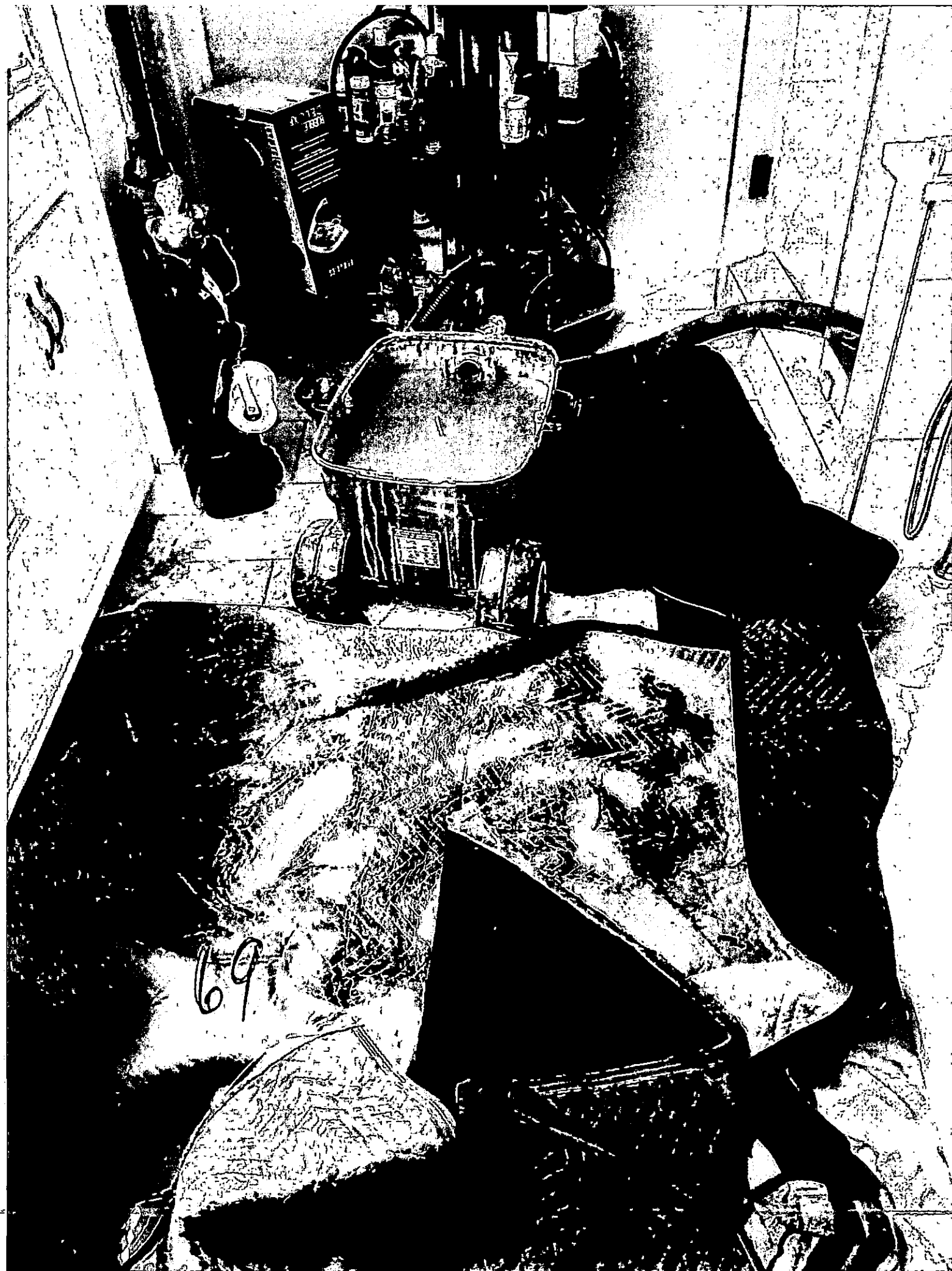
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67











THE STATE OF SOUTH CAROLINA
In the Court of Appeals
Appellate Case No. 2019-000102

Appeal from the Circuit Court of Florence, South Carolina

The Honorable Thomas A. Russo

Case No. 2018-cp-2102301

Carla Marshall and Demetric Hayes.....Appellant

V.

Jim Stroud.....Respondent

Certificate of Service

I certify that a copy of the foregoing Record on Appeal has been served upon the Respondent by placing the same in the U.S. mail addressed to the following as shown this 6 July 2020.

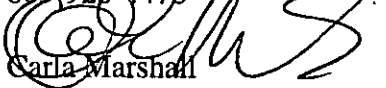


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Cc:

Counsel of Record for the respondent:

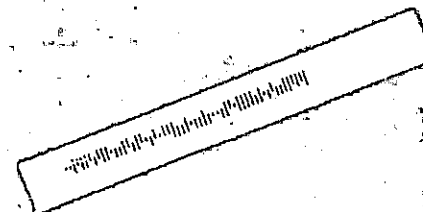
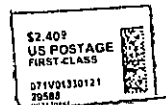
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