

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

Perry M. Buckner III, Circuit Court Judge

Case No. 2018-CP-25-00357

RECEIVED

Aug 11 2020

SC Court of Appeals

Gary L. Mole, as Personal Representative
of the Estate of
Eddie Mole, Deceased Appellant,

v.

Kramer Apartments, LLC Respondent.

RECORD ON APPEAL

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LAW & ANALYSIS

I. Summary Judgment Standard

Summary judgment is appropriate where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP. “Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” *Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991) (citations omitted). The moving party may satisfy this initial burden by pointing out to the trial court that there is an absence of evidence to support the non-moving party's case. *See Id.*

“Once [the] moving party carries its initial burden, [the] opposing party must, under Rule 56(e), do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a *genuine issue for trial*. ” *Id.* (internal quotations and citation omitted; italicized emphasis in original). “Indeed, Rule 56(e) specifically prohibits the nonmoving party from resting upon the mere allegations or denials of its pleadings.” *Id.* (citations omitted). The rule “requires the response to set forth *specific facts* showing that there is a genuine issue for trial.” *Thompkins v. Festival Centre Group I*, 306 S.C. 193, 196, 410 S.E.2d 593, 594-595 (Ct. App. 1991 (italicized emphasis in original)). Mere “bald allegations” are insufficient to create a genuine issue of fact. *See Baughman*, at 117, 410 S.E.2d at 546.

II. Defendant does not owe a general duty to its tenants to protect them from criminal activity and no evidence exists to support the existence of an exception to the no-duty rule.

Plaintiff alleges that Defendant failed to remedy a defect in the Decedent's apartment door that facilitated multiple break-ins, including the events that resulted in his death. (Pl.'s memo. in

opp., pp. 1-3.) Specifically, Plaintiff alleges that the Decedent's apartment was burglarized twice in 2014 -- each more than a year before the events at issue here -- and that each time the burglars gained access to the Decedent's apartment by breaking a glass window next to the Decedent's door and unlocking the door from within. (Pl.'s memo in opp., pp. 1-2.) Plaintiff simultaneously argues that Defendant negligently repaired the defect and failed to repair the defect.² (Pl.'s memo. in opp., p. 2.)

A landlord does not owe his or her tenants a duty to protect against criminal activity merely because of the landlord/tenant relationship. *Cramer v. Balcor Property Mgmt., Inc.*, 312 S.C. 440, 441 S.E.2d 317 (1994). An exception to the general "no-duty" rule exists where a landlord assumes a duty through his or her affirmative acts or undertakings. See *Wright v. PRG Real Estate Mgmt, Inc.*, 426 S.C. 202, 826 S.E.2d 285 (2019). The affirmative acts exception is limited to situations where the landlord's direct action increases a tenant's risk of harm from criminal activities. *Id.* at 261, 826 S.E.2d at 292. The undertakings exception applies to more attenuated actions that increase a tenant's risk of harm through the landlord's failure to exercise due care or if harm is suffered because of the tenant's reliance upon the landlord's undertaking. *Id.*, (citing restatement (Second) of Torts § 323 (1965)). A plaintiff alleging that an exception applies must present specific evidence which would give rise to the alleged duty. See *Goode v. St. Stephens United Methodist Church*, 329 S.C. 433, 494 S.E.2d 827 (Ct. App. 1997).

Plaintiff alleges that Defendant undertook to perform repairs at the Apartments and therefore owed the Decedent a duty to protect him from criminal activity. Defendant's negligent repairs of doors, locks, and windows contributed to the Decedent's death. (Pl.'s memo. in opp., p.

² To the extent Plaintiff argues that this constitutes a defect in the common areas of the Apartments, the Court notes that the common areas exception "has never been applied to anything except physical injuries resulting directly from the condition of the premises themselves." *Cooke v. Allstate Mgmt Corp.*, 741 F.Supp. 1205, 1211 (D.S.C. 1990) (emphasis in original).

2.) Plaintiff's arguments in this matter mirror those which the Court of Appeals rejected in *Goode*. In *Goode*, the Court of Appeals held that no basis for liability existed because the plaintiff did not present evidence that any of the undertaken security measures were performed with less than due care or that reliance upon these measures caused the plaintiff's attack. 329 S.C. at 444-45, 494 S.E.2d at 833. Here, there is no evidence in the record to support that assertion either.

Plaintiff also argues that Defendant had knowledge of the defect because Defendant filed a police report in 2012 for a burglary occurring at another unit at the Apartments. (Pl.'s memo in opp., p. 2.) Whether Defendant was aware of prior crimes occurring at other units at the Apartments has no bearing on whether Defendant failed to remedy any alleged defect at the Decedent's unit. *See Goode*, at 443-44, 494 S.E.2d at 832. Plaintiff has not presented any evidence that would show the Decedent reported an ongoing issue at his unit or requested additional safety measures. Plaintiff has also not presented any evidence that Defendant failed to perform a required repair or that repairs were performed with anything less than due care. Most importantly, nothing in the record shows that the Assailant exploited the alleged defect to access the Decedent's unit. Plaintiff has therefore not presented any evidence that the Decedent relied upon Defendant's repairs and suffered harm as a result. The Court respectfully declines to find that Defendant owed the Decedent a duty on this basis.

III. Defendant does not owe a duty to its tenants based on contract.

Plaintiff argues that Defendant assumed a duty to protect the Decedent by entering into a lease agreement that prohibited the Decedent from performing repairs to his apartment. (Pl.'s memo. in opp., p. 5.) For the reasons noted above, even if the terms of the agreement could be construed as a duty to protect the Decedent from criminal activity, there is no evidence in the record to show that Defendant failed to perform required repairs or performed any repairs with

less than due care. Plaintiff also argues that Defendant had a duty to protect the Decedent from harm by evicting the Assailant based a provision within the lease prohibiting tenants from engaging in criminal activity. (Pl.'s memo. in opp., pp. 3-4.) Plaintiff argues that this provision creates an affirmative duty on Defendant's part to evict those who do engage in criminal activity. (*Id.*, at p. 4.) This argument has previously been considered by the Court of Appeals and rejected. *See Goode*, at 446, 494 S.E.2d at 833. This Court will not deviate from that holding. The Court respectfully declines to find that Defendant had a contractual obligation to evict criminal tenants merely because it had the contractual right to do so.

Further, even if the lease agreement created this duty, there is no evidence to indicate Defendant was aware of the Assailant's criminal activity or record. Plaintiff alleges that the Assailant had an extensive criminal record that disqualified him from residing at the Apartments and that Defendant failed to evict him. (Pl.'s memo in opp., pp. 3-4.) There is no evidence to show that Defendant was aware of the Assailant's record. Without evidence that Defendant was aware of this, there is no evidence to show that Defendant had a duty to evict the Assailant.

IV. The Decedent's attack was unforeseeable and severs the causal chain.

Assuming a duty to act arose under any circumstances, the circumstances surrounding the Decedent's death were unforeseeable and sever the causal chain of any breach of a duty owed by Defendant. Negligence is not actionable unless it is a proximate cause of the injuries, and it may be deemed a proximate cause only when without such negligence the injury would not have occurred or could have been avoided. *Goode*, at 447, 494 S.E.2d at 834. There is no evidence in the record to connect the events of the Decedent's death with prior break-ins more than a year prior or with any other criminal activity occurring at the Apartments. There is no evidence in the record to suggest that Defendant was aware of any impending attack upon the Decedent, that a defect

existed at the Apartments, or that any breach of the duties Plaintiff seeks to impose upon it would have had the natural and probable consequence of resulting in the Assailant's intentional attack upon the Decedent.

V. Plaintiff's Affidavit is invalid and shall not be considered by the Court.

In opposition to Defendant's motion, Plaintiff offered an affidavit purporting to be made by Plaintiff. Affidavits in opposition to summary judgment "shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein." *Englert v. Netherlands Ins. Co.*, 31 S.C. 300, 302, 433 S.E.2d 871, 873 (Ct. App. 1993) (citing Rule 56(e), SCRPC). After reviewing the affidavit and its exhibits, the Court finds that it does not meet the requirements of Rule 56(e) and should not be considered.

The affidavit does not demonstrate how Plaintiff has personal knowledge of the facts *set forth within it*. See *Englert*, at 304, 433 S.E.2d at 874. Of the eight numbered paragraphs, six are conclusory statements about the knowledge of others, agreements made by others, and the actions and omissions of others. (See Pl.'s Aff. ¶¶3-8.) Each relies on an exhibit made by someone other than Plaintiff for support. "The basic [hearsay] rule precludes testimony of a witness when sourced, not upon personal knowledge, but in the verbal or written word of another." *Ellison v. Pope*, 290 S.C. 100, 103, 348 S.E.2d 367, 369 (Ct. App. 1986) (internal citation omitted).³

³ The Court notes that not all the attached exhibits constitute hearsay. For example, Exhibit L is Defendant's Answers to Plaintiff's Interrogatories. This alone does establish the validity of the affidavit. A plain reading of the affidavit together with Exhibit L shows that Plaintiff relies upon one particular answer to support the assertion that Defendant "cheaply and negligently" performed certain repairs and failed to perform others. (Pl.'s Aff. ¶ 7.) The interrogatory answer Plaintiff cites only states, in relevant part, that Defendant re-keys each apartment in between tenants and has provided replacement door locks to its tenants as needed. (Pl.'s Aff., Ex. L at 13.) To conclude from this lone statement that Defendant has negligently performed repairs and failed to perform others is too great a leap. See *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003) (an affidavit that contains ultimate or conclusory facts and conclusions of law cannot be utilized on a summary judgment motion). Further, this Court is not required to single out some one morsel of evidence to create an issue of fact that is not genuine. *Englert*, 315 S.C. at 302, 433 S.E.2d at 873.

Assuming the affidavit demonstrated Plaintiff's personal knowledge of the matters set forth within it, the affidavit must also set forth facts and evidence that would be admissible in evidence. *Hall v. Fedor*, 349 S.C. 169, 175, 561 S.E.2d 654, 657 (Ct. App. 2002). This affidavit, and nearly all its exhibits, instead set forth inadmissible testimony. Because the affidavit does not demonstrate Plaintiff's personal knowledge of the facts set forth within it, and because it relies upon inadmissible evidence as its basis, it does not meet the requirements of Rule 56(e), SCRCP, and the Court respectfully declines to consider the affidavit and its exhibits.

CONCLUSION

Based on a review of the record before the Court, I find that Plaintiff has failed to present any evidence establishing a genuine issue as to any material fact. For the reasons set forth herein, Defendant's motion for summary judgment is hereby GRANTED.

AND IT IS SO ORDERED!

The Honorable Perry M. Buckner, III
Circuit Court Judge

October ____, 2019.
Hampton, South Carolina

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	
	)	
GARY L. MOLE, as the Personal	)	
Representative of the Estate of	)	
EDDIE MOLE, Deceased,	)	Case No.:2018-CP-25- <u>20387</u>
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Kramer Apartments, LLC and Kramer's	)	COMPLAINT
Real Estate,	)	(Jury Trial Demanded)
	)	
Defendants.	)	
	)	

COMES NOW the Plaintiff, above-named, complaining of the Defendants herein, would allege:

1. That the Plaintiff, Gary Mole, is a citizen and resident of the County of Hampton, State of South Carolina, and is the duly appointed Personal Representative of the Estate of Eddie Mole, deceased.
2. Upon information and belief, Defendant, Kramer Apartments, LLC, hereinafter referred to as Kramer Apartments, is a limited liability corporation organized and existing pursuant to the laws of South Carolina and is authorized and does business in the State of South Carolina and is subject to the venue and jurisdiction of this Court, and at all times mentioned in this complaint was engaged in the real estate rental business in the County of Hampton, State of South Carolina.
3. Defendant, Kramer's Real Estate is a business organized and existing pursuant to the laws of South Carolina and is authorized and does business in the State of South Carolina, and is

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subject to the venue and jurisdiction of this Court, and at all times mentioned in this complaint was engaged in the real estate rental business in the County of Hampton, State of South Carolina.

4. On October 28, 2015, while lawfully on the premises of Kramer Apartments (Holly Street East Apartments) as one of their tenants, Eddie Mole was shot at his apartment by a known criminal who was allowed to occupy another unit next door to Eddie's Mole's apartment and have unfettered access to Defendant's premises.

5. As a result of multiple gunshot wounds to the head, face and torso on October 28, 2015, Eddie Mole underwent multiple surgeries and sustained permanent injuries, and as a result of complications stemming from the shooting, Eddie Mole died on May 14, 2016.

6. At all the relevant times, Kramer Apartments, LLC and Kramer Real Estate owned, operated, controlled and managed Holly Street East Apartments located in the City of Hampton, State of South Carolina (hereinafter referred to as "the Premises").

7. On October 28, 2015, Eddie Mole was present as a tenant on the Premises.

8. Without provocation, Eddie Mole was shot multiple times at his apartment by a known criminal occupying Defendant's premises, causing his death.

9. There were multiple prior physical incidents, crimes and misdeeds committed on the Premises, and the decedents assailant should have been removed from the property as Defendants' were on notice of the likelihood that criminal conduct by this and other third parties posed a danger to the safety of tenants and others lawfully on the Premises.

10. Eddie Mole was totally innocent and exercised ordinary care and diligence at all times and under the circumstances then existing.

11. At all times mentioned herein, Defendants controlled the management of the

18. Defendants negligently failed to warn its tenants and invitees, including Eddie Mole, of the existence of the aforementioned criminal activity and the likelihood of further criminal attacks.

19. Defendants negligently failed to maintain a policy, procedure or system of investigating, reporting and warning of the aforementioned criminal activity.

20. Defendants negligently represented to its tenants and invitees that the Premises was properly maintained and reasonably safe.

21. Defendants failed to take appropriate action to remedy or reduce the danger to its tenants and invitees, including Eddie Mole, and allowed the dangerous environment on the Premises to continue to exist unabated, thereby creating a nuisance.

22. Defendants were and are negligent per se.

23. Each of the foregoing tortious acts and omissions constitute an independent act of negligence on the part of the Defendants and one more or all of the above stated acts and omissions proximately caused the injuries to and death of Eddie Mole.

24. Defendants are liable for the injuries to and death of Eddie Mole.

25. The injuries to and resulting death of Eddie Mole were the direct and proximate result of the negligence of Defendants. But for said negligence, Eddie Mole would not have suffered injuries and died. Defendants are liable for Eddie Mole's injuries, pain and suffering, the full value of his life, and all of the elements of damage allowed under the laws of the State of South Carolina.

26. Defendants are liable to Plaintiff directly, as well as under the theories of *respondent superior*, joint enterprise, and agency principles.

27. As a direct and proximate result of Defendants' negligence, Eddie Mole sustained catastrophic injuries, conscious pain and suffering, and ultimately became aware of his impending

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WHEREFORE, Plaintiff prays that:

- A. Plaintiff be awarded actual damages in amounts to be shown at trial from Defendants;
- B. Plaintiff be awarded the full value of Eddie Mole's life pursuant to South Carolina law;
- C. Plaintiff be awarded all general, special, compensatory, economic, punitive, and other allowable damages in accordance with the conscious of an impartial jury from the Defendants and as permitted under South Carolina law;
- D. Plaintiff have a trial by jury; and
- E. Plaintiff have such other and further relief as this court deems just and proper.

Respectfully submitted,
THE LAW FIRM OF CLARISSA W. JOYNER

s/ Clarissa Warren Joyner
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Counsel for Plaintiff
S.C. Bar # 0066575

Orangeburg, South Carolina

Dated: September 18, 2018

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	:	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF HAMPTON	)	Case No.: 2018-CP-25-0357
Gary L. Mole, as the Personal	)	
Representative of the Estate of	)	DEFENDANT KRAMER APARTMENTS,
Eddie Mole, Deceased,	)	LLC'S ANSWER TO THE COMPLAINT
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Kramer Apartments, LLC, and	)	
Kramer's Real Estate	)	
Defendants.	)	
	)	

TO: CLARISSA W. JOYNER, ESQUIRE, ATTORNEY FOR THE PLAINTIFF:

COMES NOW, the Defendant Kramer Apartments, LLC, (the "Defendant"), by and through its undersigned attorneys, and answering the Plaintiff's Complaint state as follows:

FOR A FIRST DEFENSE

1. All of the allegations contained in the Plaintiff's Complaint that are not specifically admitted, denied, or otherwise modified are denied and strict proof thereof demanded.
2. The Defendant admits, upon information and belief, the allegations of Paragraph 1.
3. The Defendant admits the allegations contained in Paragraph 2.
4. The Defendant denies the allegations of Paragraph 3.
5. Answering the allegations of Paragraph 4, the Defendant states that Eddie Mole was a tenant at the Holly Street East Apartments, which are owned and operated by the Defendant, and was shot on October 28, 2015. The Defendant denies all remaining or inconsistent allegations and demands strict proof thereof.
6. Answering the allegations of Paragraph 5, the Defendant admits that, upon information and belief, Eddie Mole died on May 14, 2016, as a result of being shot. The Defendant lacks sufficient

information to admit or deny the remaining allegations contained therein and, therefore, denies all remaining or inconsistent allegations.

7. Answering the allegations of Paragraph 6, the Defendant denies the allegations as stated and avers that Kramer Apartments owns and operates the Holly Street East Apartments.

8. The Defendant admits the allegations contained in Paragraph 7.

9. Answering the allegations of Paragraph 8, the Defendant admits that Eddie Mole was shot and died as a result. The Defendant lacks sufficient information to admit or deny all remaining or inconsistent allegations contained therein and, therefore, denies the same.

10. Answering the allegations of Paragraphs 9 through 27, the Defendant is informed and believes that the same constitute legal conclusions to which no response is required. To the extent a response is required, the Defendant denies the allegations and demands strict proof thereof.

11. Answering the allegations of Paragraph 28, the Defendant is informed and believes the same constitutes a prayer for relief to which no response is required. To the extent a response is required, the Defendant denies the allegations and demands strict proof thereof.

12. Answering the allegations of Paragraph 29, the Defendant is informed and believes that the same constitute legal conclusions to which no response is required. To the extent a response is required, the Defendant denies the allegations and demands strict proof thereof.

13. Answering the allegations of the final Paragraph, which is unnumbered, the Defendant is informed and believes the same constitute a prayer for relief to which no response is required. To the extent a response is required, the Defendant denies the allegations and demands strict proof thereof.

**FOR A SECOND DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(12(b)(6))**

14. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.
15. The Plaintiff has failed to state facts sufficient to constitute a cause of action against this Defendant and the Complaint should be dismissed pursuant to Rule 12(b)(6), SCRCp.

**FOR A THIRD DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Lack of Causation)**

16. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.
17. No act or omission by the Defendant was the cause of any alleged injuries to the Plaintiff.

**FOR A FOURTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Intervening or Superseding Causes)**

18. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.
19. The accident about which the Plaintiff complains may have been cause, in whole or in part, or made worse, by an intervening or superseding cause that was unforeseeable precluding any finding of causation or fault by the Defendant.

**FOR A FIFTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Acts of Third Parties)**

20. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.
21. The accident as issue may have resulted from the acts or omission of other parties, unnamed in this action, for which this Defendant bears no responsibility barring the Plaintiff's claims.

**FOR A SIXTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Waiver, Estoppel, Laches, and Release)**

22. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.

23. The Plaintiff's claim may be barred by the doctrines of waiver, estoppel, laches, and/or release.

**FOR A SEVENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Barring Punitive Damages as Unconstitutional)**

24. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.

25. The Plaintiff's claim for punitive damages, and any ward thereof, would violate the due process clauses of the Fifth and Fourteenth Amendments to the United States Constitution and the due process clause of Article I, Section 3 of the South Carolina Constitution.

RESERVATION AND NON-WAIVER

26. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.

27. The Defendant reserves and does not waive any additional or further defenses as may be revealed by additional information acquired in discovery or otherwise.

WHEREFORE, having fully answered the Plaintiffs' Complaint, Defendant Kramer Apartments, LLC, prays that this Court issue an order dismissing this action and awarding costs and fees, or, in the alternative, for a trial by jury as to all matters alleged and defenses raised herein, and for such other and further relief as the Court may deem just and proper.

[Signature block intentionally placed on next page]

Dated this 5th day of December, 2018.

Respectfully submitted,

WALL TEMPLETON & HALDRUP, P.A.

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Attorneys for Defendant Kramer Apartments,
LLC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	
	)	
GARY L. MOLE, as the Personal	)	
Representative of the Estate of	)	
EDDIE MOLE, Deceased,	)	Case No.:2018-CP-25-00357
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	AMENDED SUMMONS
Kramer Apartments, LLC	)	(Jury Trial Demanded)
	)	
Defendants.	)	
	)	

TO: THE DEFENDANT, KRAMER APARTMENTS, LLC:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon subscriber at her office at 1259 Amelia Street, Suite A, Orangeburg, South Carolina 29115 within thirty (30) days from the date of services hereof, exclusive of the day of such service. If you fail to answer said Complaint within the time aforesaid, Plaintiff shall apply to the Court for a judgement by default against you for the relief demanded in the Complaint.

THE LAW FIRM OF CLARISSA W. JOYNER

s/_____
Clarissa Warren Joyner
1259 Amelia Street, Suite A
Orangeburg, S.C. 29115
(803) 534-8393 (telephone)
(803) 534-7885 (facsimile)
Attorney for Plaintiff

Orangeburg, South Carolina
Date: March 4, 2019

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	
	)	
GARY L. MOLE, as the Personal	)	
Representative of the Estate of	)	
EDDIE MOLE, Deceased,	)	Case No.:2018-CP-25-00357
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Kramer Apartments, LLC	)	AMENDED COMPLAINT
	)	(Jury Trial Demanded)
Defendants.	)	
	)	

COMES NOW the Plaintiff, above-named, complaining of the Defendant herein, would allege:

1. That the Plaintiff, Gary Mole, is a citizen and resident of the County of Hampton, e of South Carolina, and is the duly appointed Personal Representative of the Estate of Eddie Mole, deceased.

2. Upon information and belief, Defendant, Kramer Apartments, LLC, hereinafter referred to as Kramer Apartments, is a limited liability corporation organized and existing pursuant to the laws of South Carolina and is authorized and does business in the State of South Carolina and is subject to the venue and jurisdiction of this Court, and at all times mentioned in this complaint was engaged in the real estate rental business in the County of Hampton, State of South Carolina.

3. On October 28, 2015, while lawfully on the premises of Kramer Apartments (Holly Street East Apartments) as one of their tenants, Eddie Mole was shot at his apartment by a known criminal who was allowed to occupy another unit next door to Eddie's Mole's apartment and have unfettered access to Defendant's premises.

4. As a result of multiple gunshot wounds to the head, face and torso on October 28, 2015, Eddie Mole underwent multiple surgeries and sustained permanent injuries, and as a result of complications stemming from the shooting, Eddie Mole died on May 14, 2016.

5. At all the relevant times, Kramer Apartments, LLC owned, operated, controlled and managed Holly Street East Apartments located in the City of Hampton, State of South Carolina (hereinafter referred to as "the Premises").

6. On October 28, 2015, Eddie Mole was present as a tenant on the Premises.

7. Without provocation, Eddie Mole was shot multiple times at his apartment by a known criminal occupying Defendant's premises, causing his death.

8. There were multiple prior physical incidents, crimes and misdeeds committed on the Premises, and the decedents assailant should have been removed from the property as Defendant was on notice of the likelihood that criminal conduct by this and other third parties posed a danger to the safety of tenants and others lawfully on the Premises.

9. Eddie Mole was totally innocent and exercised ordinary care and diligence at all times and under the circumstances then existing.

10. At all times mentioned herein, Defendants controlled the management of the Premises, and had the legal duty to keep the Premises in a state consistent with the due regard for the safety of its residents and invitees, including Eddie Mole.

11. Defendants breached their duty owed to Eddie Mole by failing to exercise ordinary care to keep the Premises safe.

12. Defendants knew of or with the exercise of due care for the safety of its tenants and invitees should have known of the dangerous and hazardous conditions existing on the Premises,

of the failure to maintain, inspect, secure, patrol, and manage the Premises, and that said conditions were likely to result in injuries and/or death to its tenants and invitees, including Eddie Mole.

13. Prior to and on October 28, 2015, the Premises was negligently maintained, inspected, secured, patrolled and managed. Defendant has knowledge, both actual and constructive, of the need to properly maintain, secure, inspect, patrol and manage the Premises, but failed to exercise ordinary care to do so.

14. Defendant had actual and constructive knowledge of criminal activity existing on and around the Premises prior to the shooting of Eddie Mole, including prior violent crimes on the Premises and in the immediate area. Said prior criminal activity was negligently permitted to exist and remain at said premises.

15. Defendant negligently failed to maintain adequate security devices or measures to permit proper use of the Premises, thereby causing an unreasonable risk of injury and death to its tenants and invitees, including Eddie Mole.

16. Defendant were negligent in failing to maintain, inspect, secure, patrol and manage the Premises, thereby creating an unreasonable risk of injury and death to its tenants and invitees, including Eddie Mole.

17. Defendant negligently failed to warn its tenants and invitees, including Eddie Mole, of the existence of the aforementioned criminal activity and the likelihood of further criminal attacks.

19. Defendant negligently failed to maintain a policy, procedure or system of investigating, reporting and warning of the aforementioned criminal activity.

20. Defendant negligently represented to its tenants and invitees that the Premises was

properly maintained and reasonably safe.

21. Defendant failed to take appropriate action to remedy or reduce the danger to its tenants and invitees, including Eddie Mole, and allowed the dangerous environment on the Premises to continue to exist unabated, thereby creating a nuisance.

22. Defendant was and is negligent per se.

23. Each of the foregoing tortious acts and omissions constitute an independent act of negligence on the part of the Defendant and one more or all of the above stated acts and omissions proximately caused the injuries to and death of Eddie Mole.

24. Defendant are liable for the injuries to and death of Eddie Mole.

25. The injuries to and resulting death of Eddie Mole were the direct and proximate result of the negligence of Defendant. But for said negligence, Eddie Mole would not have suffered injuries and died. Defendant are liable for Eddie Mole's injuries, pain and suffering, the full value of his life, and all of the elements of damage allowed under the laws of the State of South Carolina.

26. Defendant is liable to Plaintiff directly, as well as under the theories of *respondent superior*, joint enterprise, and agency principles.

27. As a direct and proximate result of Defendant's negligence, Eddie Mole sustained catastrophic injuries, conscious pain and suffering, and ultimately became aware of his impending death.

28. Plaintiff states his intention to seek all compensatory, special, economic, consequential, general, punitive, and all other damages permissible under South Carolina law, including, but not limited to:

a) Personal injuries;

- 22
- b) Pain and suffering;
 - c) Mental anguish, freight, shock, and terror;
 - d) loss of enjoyment of life;
 - e) wrongful death;
 - f) Damages for all elements of the full value of Eddie Mole's life, tangible and intangible;
 - g) Funeral expenses;
 - h) Incidental expenses;
 - i) Past, present and future loss of earnings;
 - j) medical expenses; and
 - k) Consequential damages to be proven at trial.

29. Plaintiffs are entitled to recover punitive damages from Defendant because the actions of the Defendant and its agents and employees showed wilful misconduct, malice, fraud, wantonness, oppression or an entire want of care which would raise the presumption of conscience indifference to consequences. Accordingly, Plaintiff is entitled to recover punitive damages from Defendant in an amount to be determined by the conscious of an impartial jury.

WHEREFORE, Plaintiff prays that:

- A. Plaintiff be awarded actual damages in amounts to be shown at trial from Defendant;
- B. Plaintiff be awarded the full value of Eddie Mole's life pursuant to South Carolina law;
- C. Plaintiff be awarded all general, special, compensatory, economic, punitive, and

other allowable damages in accordance with the conscious of an impartial jury from the Defendant and as permitted under South Carolina law;

- D. Plaintiff have a trial by jury; and
- E. Plaintiff have such other and further relief as this court deems just and proper.

Respectfully submitted,
THE LAW FIRM OF CLARISSA W. JOYNER

s/ Clarissa Warren Joyner
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Orangeburg, South Carolina

Dated: March 4, 2019

STATE OF SOUTH CAROLINA)
 :
 COUNTY OF HAMPTON)

IN THE COURT OF COMMON PLEAS
 FOURTEENTH JUDICIAL CIRCUIT
 Case No.: 2018-CP-25-0357

Gary L. Mole, as the Personal
 Representative of the Estate of
 Eddie Mole, Deceased,

Plaintiff,

v.

Kramer Apartments, LLC,

Defendant.

**DEFENDANT KRAMER APARTMENTS,
 LLC'S ANSWER TO PLAINTIFF'S
 AMENDED COMPLAINT**

COMES NOW, the Defendant Kramer Apartments, LLC, (the "Defendant"), by and through its undersigned attorneys, and answering the Plaintiff's Complaint state as follows:

FOR A FIRST DEFENSE

1. All of the allegations contained in the Plaintiff's Complaint that are not specifically admitted, denied, or otherwise modified are denied and strict proof thereof demanded.
2. The Defendant admits, upon information and belief, the allegations of Paragraph 1.
3. The Defendant admits the allegations contained in Paragraph 2.
4. Answering the allegations of Paragraph 3, the Defendant states that Eddie Mole was a tenant at the Holly Street East Apartments, which are owned and operated by the Defendant, and was shot on October 28, 2015. The Defendant denies all remaining or inconsistent allegations and demands strict proof thereof.
5. Answering the allegations of Paragraph 4, the Defendant admits that, upon information and belief, Eddie Mole died on May 14, 2016, as a result of being shot. The Defendant lacks sufficient information to admit or deny the remaining allegations contained therein and, therefore, denies all remaining or inconsistent allegations.

6. The Defendant admits the allegations contained in Paragraph 5.
7. The Defendant admits the allegations contained in Paragraph 6.
8. Answering the allegations of Paragraph 7, the Defendant admits that Eddie Mole was shot and died as a result. The Defendant lacks sufficient information to admit or deny all remaining or inconsistent allegations contained therein and, therefore, denies the same.
9. Answering the allegations of Paragraphs 8 through 27, the Defendant is informed and believes that the same constitute legal conclusions to which no response is required. To the extent a response is required, the Defendant denies the allegations and demands strict proof thereof.
10. Answering the allegations of Paragraph 28, the Defendant is informed and believes the same constitutes a prayer for relief to which no response is required. To the extent a response is required, the Defendant denies the allegations and demands strict proof thereof.
11. Answering the allegations of Paragraph 29, the Defendant is informed and believes that the same constitute legal conclusions to which no response is required. To the extent a response is required, the Defendant denies the allegations and demands strict proof thereof.
12. Answering the allegations of the final Paragraph, which is unnumbered, the Defendant is informed and believes the same constitute a prayer for relief to which no response is required. To the extent a response is required, the Defendant denies the allegations and demands strict proof thereof.

**FOR A SECOND DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(12(b)(6))**

13. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.
14. The Plaintiff has failed to state facts sufficient to constitute a cause of action against this Defendant and the Complaint should be dismissed pursuant to Rule 12(b)(6), SCRCF.

**FOR A THIRD DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Lack of Causation)**

- 15. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.
- 16. No act or omission by the Defendant was the cause of any alleged injuries to the Plaintiff.

**FOR A FOURTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Intervening or Superseding Causes)**

- 17. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.
- 18. The accident about which the Plaintiff complains may have been cause, in whole or in part, or made worse, by an intervening or superseding cause that was unforeseeable precluding any finding of causation or fault by the Defendant.

**FOR A FIFTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Acts of Third Parties)**

- 19. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.
- 20. The accident as issue may have resulted from the acts or omission of other parties, unnamed in this action, for which this Defendant bears no responsibility barring the Plaintiff's claims.

**FOR A SIXTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Waiver, Estoppel, Laches, and Release)**

- 21. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.
- 22. The Plaintiff's claim may be barred by the doctrines of waiver, estoppel, laches, and/or release.

**FOR A SEVENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Barring Punitive Damages as Unconstitutional)**

- 23. The Defendant reallages and reavers the foregoing paragraphs as if set forth herein.

24. The Plaintiff's claim for punitive damages, and any ward thereof, would violate the due process clauses of the Fifth and Fourteenth Amendments to the United States Constitution and the due process clause of Article I, Section 3 of the South Carolina Constitution.

RESERVATION AND NON-WAIVER

25. The Defendant realleges and reavers the foregoing paragraphs as if set forth herein.

26. The Defendant reserves and does not waive any additional or further defenses as may be revealed by additional information acquired in discovery or otherwise.

WHEREFORE, having fully answered the Plaintiffs' Complaint, Defendant Kramer Apartments, LLC, prays that this Court issue an order dismissing this action and awarding costs and fees, or, in the alternative, for a trial by jury as to all matters alleged and defenses raised herein, and for such other and further relief as the Court may deem just and proper.

Dated this 20th day of March 2019.

Respectfully submitted,

WALL TEMPLETON & HALDRUP, P.A.

s/Ford H. Thrift

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EXHIBITS

NONE.

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1 THE COURT: This is the case of Gary L. Mole, Sr., v.
2 Kramer Apartments, LLC., it's 2018 at 357 in Hampton County.
3 It is a motion for summary judgment. Present in my courtroom
4 this morning is Clarissa Joyner for the plaintiff and Ford
5 Thrift for the defendant. I've read the motion for summary
6 judgment in this case. I will be happy to hear from you
7 now.

8 MR. THRIFT: Yes, Your Honor. This case is about
9 whether or not a landlord has a duty to protect his tenants
10 from criminal activity. Summary judgment should be granted
11 today because South Carolina Courts have addressed that
12 question multiple times before. The answer is "No," Your
13 Honor. The allegations in this case are that Kramer
14 Apartments should have evicted this decedent's attacker
15 prior to the date of the attack and that Kramer Apartments -
16 --

17 THE COURT: What notice was given to the apartment
18 complex that the individuals who are allegedly the
19 assailants here were causing problems in the apartment
20 complex, Mr. Thrift?

21 MR. THRIFT: There are none, Your Honor.

22 THE COURT: So you're saying there was no actual or
23 constructive notice to them?

24 MR. THRIFT: None to Kramer Apartments. Your Honor,
25 there is a case exactly on point with that and I have a copy

1 for Your Honor's review if you would like that.

2 THE COURT: Show it to counsel and hand it up.

3 MR. THRIFT: Yes, Your Honor. And for the record, it
4 is Goode v. St. Stephens United Methodist Church. This is a
5 Court of Appeals case in 1997.

6 THE COURT: Let the record reflect he has handed me 494
7 SE 2d, 827, which is a 1997 Court of Appeals case.

8 MR. THRIFT: In that case, Your Honor, there was
9 testimony in the record that the attacker in that case had a
10 past that was criminally related. He had been in fights on
11 the apartment complex grounds before, but there was no
12 evidence in the record that the apartment complex itself, or
13 the apartment manager, was aware of that, and that's the --
14 those are the facts here. There's no evidence that Kramer
15 Apartments was aware of any prior criminal activity
16 involving this particular assailant.

17 And Your Honor also in Goode, there was a lease
18 agreement that stated that the tenants of the apartment
19 complex shall not engage in criminal activity. The
20 plaintiff in that case said that that lease agreement formed
21 an affirmative duty to affix any tenant litigation of
22 criminal activity. The Court of Appeals disagreed and said
23 that a contract to not do something does not create a duty
24 to protect against that exact thing; and that is an
25 allegation in this case as well.

1 THE COURT: Wasn't there a recent case this year, 2019,
2 with whether or not there was a duty to protect an apartment
3 complex from alleged criminal activity?

4 MR. THRIFT: Yes, Your Honor. That was Wright v. PRO
5 Management.

6 THE COURT: Do you have a copy of it?

7 MR. THRIFT: I do, Your Honor.

8 THE COURT: Hand it up. Let the record reflect that he
9 is handing me 826 SE 2d 285 which was filed on March 20th,
10 2019. This is a South Carolina Supreme Court case. Go
11 ahead.

12 MR. THRIFT: Yes, Your Honor. The difference
13 between the Wright case and the Goode case is that in
14 Wright, the apartment complex held itself out as offering
15 courtesy security officer program. They advertised to their
16 tenants that they had security service, and the plaintiff in
17 that case testified that she relied on that security officer
18 program for her choice in choosing the apartments.

19 In this case, there is no evidence that Kramer
20 Apartments offers security. South Carolina Law does not
21 require Kramer Apartments to offer security. And there is
22 no evidence that the decedent, nor anyone else for that
23 matter, relied upon a security officer program for their
24 choice in the apartment complex.

25 THE COURT: So you don't think there's a duty and

1 therefore, you think you're entitled to summary judgment?
2 MR. THRIFT: Your Honor, I think that Wright even
3 states that Cramer v. Balcor Property Management is still
4 undoubtedly the law in South Carolina. (441 S.E.2d 317
5 (1994)) There is no affirmative duty to offer security to a
6 tenant in an apartment complex in a residential setting.
7 Your Honor, in this case, the only evidence that you will
8 hear today comes from an affidavit from the personal
9 representative of the estate of the decedent; substantively,
10 it's inadmissible.

11 Under Rule 56, affidavits that are offered in
12 opposition to motions for summary judgment must be made on
13 personal knowledge of specific facts of which the affiant is
14 competent to testify about. The affidavit that you will
15 read, or presumably have already read, is based on
16 inadmissible evidence, and there is no evidence of how the
17 affiant has personal knowledge of the facts stated in the
18 affidavit.

19 I do have a case in which the Court has written about
20 why affidavits such as that should not be offered as
21 evidence. That case is Englert v. Netherlands Insurance
22 Company.

23 THE COURT: Give a copy to opposing counsel and hand it
24 up. Let the record reflect that he is handing me 433 SE 2d,
25 871, Englert v. Netherlands Insurance Company.

~~24~~

1 MR. THRIFT: Your Honor, would you like a copy of the
2 affidavit as well?

3 THE COURT: I would. I do not have the affidavit. All
4 I have is your motion. I assume this is an affidavit you
5 can rely on, right, Ms. Joyner?

6 MS. JOYNER: If I can -- may I take a look at it,
7 please?

8 THE COURT: Hand it to Ms. Joyner.

9 MS. JOYNER: Yes, the affidavit was filed ---

10 THE COURT: I'm not asking you to make a speech. I
11 just want to know if that is the affidavit. I'm going to
12 give you a chance to argue.

13 MS. JOYNER: There were several attachments as well,
14 Your Honor.

15 THE COURT: Do I have all of the attachments?

16 MS. JOYNER: I can provide them to Your Honor.

17 THE COURT: All right. I will let you when it's your
18 turn to argue.

19 MR. THRIFT: Your Honor, the only statement in this
20 affidavit about personal knowledge is the blanket statement,
21 "I have personal knowledge of the facts which bear in this
22 motion." The facts actually stated relied on other
23 documents about which the affiant has not explained or
24 demonstrated personal knowledge. And in Englert, the Court
25 rejected an affidavit where the affiant failed to show how



1 he obtained personal knowledge. As the Court is aware,
2 personal knowledge is facts perceived through first-hand
3 observation: Reading documents, hearing things, going
4 through other people's testimony is not first-hand
5 knowledge. And this is what this affidavit is based on.
6 Procedurally, Your Honor, this affidavit is also defective
7 and should not be considered. Under Rule 56, affidavits
8 must be admissible as they would be at trial. If you will
9 turn to the last page of this affidavit, Your Honor, you
10 will see that there are two signatures, and both of those
11 signatures are "/s/" signatures, electronic signatures for
12 purposes of e-filing.

13 There is a statute which states that a notarized
14 signature cannot be on anything other than ink. An
15 electronic signature on an affidavit is invalid. I have
16 copies of that statute for Your Honor to read.

17 THE COURT: Well, how else now since we have e-filing
18 would you be able to file an affidavit other than
19 electronically when the Court won't take a paper copy,
20 counsel?

21 MR. THRIFT: A scanned image of the PDF copy, Your
22 Honor. And under the rules of e-filing, the only person who
23 is allowed ---

24 THE COURT: I think that exhausts form over substance,
25 counsel, but I understand your argument.

~~21~~

1 MR. THRIFT: Yes, Your Honor, but substantively, this
2 affidavit is based on inadmissible evidence.

3 THE COURT: Thank you very much. Let me hear from you,
4 Ms. Joyner.

5 MS. JOYNER: Thank you very much. May it please the
6 Court?

7 THE COURT: Yes, ma'am.

8 MS. JOYNER: Mr. Mole submitted the affidavit is here
9 in Court and has submitted this affidavit under oath and is
10 willing to submit to the Court his signed signature if that
11 is an issue.

12 THE COURT: Let's get to the -- I haven't seen the
13 affidavit. It's just been handed to me.

14 MS. JOYNER: And as it relates to the ---

15 THE COURT: Hold on a second. Let me ask a question.
16 She can't take down but one person talking.

17 MS. JOYNER: Sure, Your Honor.

18 THE COURT: One person speaks in my courtroom at a
19 time. I understand this is the affidavit of Mr. Mole. I
20 understand that Mr. Mole was the brother of the decedent. I
21 understand he is present in the courtroom. You tell me
22 there were attachments that you served with this affidavit.
23 I never got those. I assume you're going to -- well, first
24 of all, show them to counsel, just like you wanted to see
25 his cases. This will be my copy now. You understand I will

10
1 be taking these with me, Ms. Joyner?

2 MS. JOYNER: Yes, I do, Your Honor.

3 THE COURT: All right. Let the record reflect that
4 I've received about 60 to 70 pages that Ms. Joyner says was
5 attached as all of which is Exhibit A or is there more than
6 one exhibit?

7 MS. JOYNER: It's Exhibit A through N. They are each
8 identified.

9 THE COURT: Exhibits A through N attached to the
10 affidavit of Gary Mole. That affidavit is dated -- which I
11 have not seen prior to this argument. The affidavit is
12 dated September 25th, 2019. Okay, Ms. Joyner, let me hear
13 from you.

14 MS. JOYNER: Thank you, may it please the Court? Mr.
15 Mole states in his affidavit that he visited his brother at
16 the apartments on a daily basis. His brother worked for him
17 and he was intricately involved in his life and has personal
18 knowledge of the information that is contained in the
19 affidavit. Your Honor, this relates to a robbery of Mr.
20 Eddie Mole that led to his death. This was the third
21 robbery that occurred at this apartment.

22 THE COURT: This third robbery that occurred in his
23 apartment, "his" meaning Mr. Eddie Mole?

24 MS. JOYNER: Yes.

25 THE COURT: Was Eddie Mole the occupant of the

1 apartment for the two previous robberies?

2 MS. JOYNER: He was, Your Honor.

3 THE COURT: And did Eddie Mole, along with his brother,
4 give notice to Kramer Apartments, LLC, that they were
5 concerned about the fact that there had been previous
6 robberies at the apartment complex?

7 MS. JOYNER: Yes, Your Honor, and in fact, there was a
8 window that was busted out that was adjacent to a door knob
9 that you simply turn once you bust out the window and you
10 can enter the apartment easily. In 2012, the owner of the
11 apartment himself made a police report which is attached to
12 the affidavit where he acknowledged that he was aware that
13 that sort of robbery had occurred at the apartment before
14 the three robberies of Mr. Mole. In fact, the police report
15 is attached as Exhibit A and it indicates that he saw glass
16 on the ground and he saw that the door had been compromised
17 by someone reaching through the window.
18 Your Honor, he was on notice of that and on April 18th of
19 2014, Mr. Mole was robbed in the exact same way. He was on
20 notice of that because in the lease that Mr. Mole was under,
21 which is also attached to the affidavit, the lease
22 specifically states, any repair is scratched through, and
23 there is a handwritten notation "No repairs to be made by
24 tenant." So my client, Mr. Mole, was obligated to report
25 because he could not make a repair on his own. In fact,

1 there was an attempted repair of the door by Kramer
2 Apartments where they took plexiglass ---

3 THE COURT: Are we talking about repairing the door or
4 repairing the window?

5 MS. JOYNER: The window is part of the door. The
6 window is adjacent to the door know, and if you knock the
7 window out, you just reach over and turn the knob and open
8 the door, and that is exactly what happened in the 2012
9 robbery that Mr. Kramer reported himself. After that, my
10 client was unable to repair the door because his lease
11 specifically precluded him from making repairs and has
12 indicated that as attached in the affidavit. So Kramer
13 Apartments made a negligent repair that did not preclude --
14 or they did replace the door; they didn't properly repair
15 it. They replaced plexiglass in place of the glass. The
16 plexiglass was even easier to remove and he had a second
17 robbery on July 16th, 2014, prior to this October 28th, 2015
18 robbery, which is the one that led to his death. In the
19 robbery that led to his death, the assailant was an occupant
20 of the complex. He lived out there with his girlfriend and
21 had committed criminal domestic violence against her out
22 there at the complex, and police had responded to that call,
23 so he had committed crimes there and he had committed other
24 crimes in the community as a felon. He was a notorious
25 felon, but at any rate, he gained entry into the apartment -

1 --

2 THE COURT: Now, hold on just a second, counsel, do you
3 do criminal work? Criminal domestic violence doesn't
4 necessarily make you a felon. You told me he had a record
5 for criminal domestic violence.

6 MS. JOYNER: Yes.

7 THE COURT: What's his record?

8 MS. JOYNER: He also had a known record for robbery,
9 common law robbery, for firing into a vehicle that was
10 occupied, and his record is attached to the affidavit as
11 well, and Mr. Mole noted that he was aware of the reputation
12 of this individual as well as others in the community, that
13 he was a known criminal, and his full criminal record. He
14 committed the act of shooting into a vehicle while occupied
15 while living out there, as well as the criminal domestic
16 violence, but in relation to him breaking in on October
17 28th, he used the same window to enter the apartment and he
18 murdered Mr. Mole in the foyer right beyond the door, but he
19 was able to break into the door through that means.

20 Your Honor, under the case law that is cited in the
21 defendant's motion, Cramer v. Balcor Property Management, we
22 acknowledge that landlords do not have a duty to their
23 tenants to protect them from criminal assault, but there are
24 three exceptions to that general rule, and one of them is an
25 affirmative act exception where one assumes to act even

1 though under no obligation to do so, may be subject to the
2 act of due care.

3 In this case, they assumed the responsibility of fixing
4 this door by disallowing the plaintiff to do it, and when
5 they did the repairs, they were insufficient and they led to
6 this door being entered and easily penetrable, and it was
7 penetrated three times, or two times beyond the initial
8 robbery which they were on notice of; and again, they were
9 on notice that this type of robbery had occurred at this
10 complex as early as 2012 taking out this window pane. In
11 fact, this window pane remains the same to this date. They
12 never made sufficient repairs and they precluded my client
13 making any repairs.

14 The second exception under Cramer is undertaking
15 exception. If the landlord undertakes to make repairs, they
16 must be performed with due care. We assert that repairs to
17 the door were not performed with due care. In fact, there
18 are pictures, and they might not be quite that legible, but
19 we supplied original pictures to opposing counsel of the way
20 that the repair was done. It was done in a very sloppy
21 manner as if it was done by a person and not a professional.
22 My client was precluded from hiring a professional by the
23 lease itself.

24 The third exception ---

25 THE COURT: Did the lease terms -- you said the tenant

1 couldn't effectuate repairs without the consent -- the
2 written consent of the landlord or ---

3 MS. JOYNER: No.

4 THE COURT: --- that the tenant couldn't effectuate any
5 repairs, only the landlord could effectuate the repairs?

6 MS. JOYNER: I call your attention to the exhibit that
7 I believe is attached.

8 THE COURT: Is the lease attached? I'll review it.
9 Well, what is your position on that, counsel?

10 MS. JOYNER: It states that the tenant could make no
11 repairs.

12 THE COURT: All right.

13 MS. JOYNER: And Your Honor, the third exception, the
14 common areas exception, that the landlord had a duty to make
15 safe the common area leased in a safe condition. This door
16 was not a safe condition. There is evidence to ---

17 THE COURT: Why is the door common area, counsel? This
18 is the door to his apartment?

19 MS. JOYNER: The door to his apartment ---

20 THE COURT: Well, why does the common area exception
21 apply?

22 MS. JOYNER: Well, Your Honor, this is a condition of
23 the premises -- this door is part of the structure of the
24 complex. It's not something that the tenant could replace
25 or something the tenant has authority to remove. This is

~~28~~

1 supplied by the landlord. Furthermore, it is stated in the
2 lease that he could not make any alterations to it. I would
3 bring the Court's attention to the case of Cook v. Allstate
4 Management Corp. In that case, an intruder gained access to
5 a tenant's apartment through a sliding glass door. The
6 tenant was attacked and that intruder was able to reach her
7 balcony through a ladder that she alleged the landlord was
8 negligent in leaving the ladder nearby. The Court in that
9 case denied the motion for summary judgment on the basis
10 that the negligence claim created a question of fact
11 surrounding whether the ladder was supplied by the landlord
12 and whether the ladder was used for her to have ---

13 THE COURT: Do you have a copy of the case?

14 MS. JOYNER: Your Honor, I do not.

15 THE COURT: What's the site?

16 MS. JOYNER: It's Cook v. Allstate Management Corp.

17 Give me just one moment, please. I do have a copy of it; I
18 just need to pull it out.

19 THE COURT: Your time is up, Ms. Joyner, but I would
20 like to have a site. Mr. Thrift, do you have a copy of it?

21 MR. THRIFT: Yes, Your Honor. I have it.

22 MS. JOYNER: If he has a copy, I can provide this copy
23 for you.

24 THE COURT: All right. Hand it up.

25 MS. JOYNER: Thank you, Your Honor.

~~27~~

1 THE COURT: Let the record reflect that she is handing
2 up 741 Fed. Supp 1205, a 1990 case, Cook v. Allstate
3 Management Corporation which I will take with me. All
4 right, Mr. Thrift, you have three minutes. Let me hear from
5 you in three minutes.

6 MR. THRIFT: Yes, Your Honor. The exhibits that are
7 attached to the affidavit should not be considered by the
8 Court, the same way that the affidavits should not be
9 considered by the Court. These are things where the affiant
10 has not shown how he knows about these things. There is no
11 foundation for things like the pictures that she references,
12 the police reports, the convictions of the assailant in
13 prior years. None of these things showed Mr. Gary Mole's
14 part in the investigation, present, involved in them,
15 observed them happening, or anything other than "I read this
16 and this is what it says." There is no admissible evidence
17 that shows any notice to Kramer Apartments of the
18 assailant's criminal past or any reason why they should have
19 prevented against this particular attack. And those go back
20 to the facts of Goode v. St. Stephen's United Methodist.
21 There, the landlord did perform repairs, specifically to the
22 doors, locks and windows. The Court found there was no
23 evidence at the summary judgment hearing to show that any of
24 that was done in a negligent manner. We don't have an
25 affidavit from any professional repairman, any security

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1 expert, anyone other than Mr. Mole's brother stating this
2 was a faulty door. That is a conclusion that he has no
3 personal knowledge of to make. Just as in Goode, where they
4 affirm summary judgment, summary judgment is proper here
5 based on those facts.

6 THE COURT: Thank you very much, Mr. Thrift. Your time
7 is up.

8 MR. THRIFT: Thank you, Your Honor.

9 THE COURT: All right. Both of you take out your pens.
10 I'm going to ask you both to submit proposed orders to me.
11 Please submit your proposed orders to me by email. My email
12 is pbucknerj@sccourts.org. My law clerk's email address is
13 pbucknerlc@sccourts.org. I will expect your proposed orders
14 within seven days of today. You will copy opposing counsel
15 on any transmittal by the Court. Any questions about the
16 proposed order procedure from counsel for the moving party,
17 Mr. Thrift?

18 MR. THRIFT: No, Your Honor.

19 THE COURT: Any questions about the proposed order
20 procedure from counsel for the plaintiff?

21 MS. JOYNER: None, Your Honor.
22
23
24
25

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

CERTIFICATE

I, REBECCA H. HILL, Official Court Reporter for the
Judicial Department of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate and
complete Transcript of Record of the proceedings had in the
hearing of the captioned case, in the Court of Common Pleas
for Hampton County, South Carolina, on the 18th day of
2019.

I do further certify that I am neither of kin, counsel,
nor interest to any party hereto.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

CERTIFICATE

I, REBECCA H. HILL, Official Court Reporter for the Judicial Department of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had in the hearing of the captioned case, in the Court of Common Pleas Non-Jury for Hampton County, South Carolina, on the 1ST day of October 2019.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

February 10, 2020

Rebecca H. Hill

Rebecca H. Hill,
Official Court Reporter

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	:	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF HAMPTON	)	Case No.: 2018-CP-25-00357
Gary L. Mole, as the Personal	)	
Representative of the Estate of Eddie Mole,	)	
Deceased,	)	
	)	DEFENDANT KRAMER
	)	APARTMENTS, LLC'S
Plaintiff,	)	MOTION FOR SUMMARY
	)	JUDGMENT
-versus-	)	
	)	
Kramer Apartments, LLC,	)	
	)	
Defendant.	)	

TO: CLARISSA JOYNER, ESQUIRE, ATTORNEY FOR THE PLAINTIFF:

Defendant Kramer Apartments, LLC ("Kramer Apartments"), by and through its undersigned attorneys, will move before the presiding judge of the Court of Common Pleas for the County of Hampton, South Carolina, ten (10) days from the date of this Motion or as soon thereafter as counsel may be heard for an order granting summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure as to all claims brought by Plaintiff. This Motion may be supported by affidavits and exhibits which will be supplemented prior to or at the hearing of this Motion. Kramer Apartments submits that, as a matter of law, Kramer Apartments had no duty to protect the Decedent from the criminal acts of third parties.

FACTS AND PROCEDURAL HISTORY

This action arises out of the death of Eddie James Mole ("Decedent"), who was attacked on October 28, 2015, at or near his residence in an apartment complex known as the Holly Street East Apartments. The undisputed facts are as follows: at all times relevant herein, Kramer Apartments was the owner and operator of the Holly Street East Apartments; the Decedent was one of Kramer Apartment's tenants, residing at the Holly Street East Apartments; the Decedent

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was attacked at or near his apartment; the Decedent's attacker was an occupant of another apartment at the Holly Street East Apartments; the Decedent was shot at least once during the attack; and the Decedent ultimately succumbed to his wounds.

Plaintiff Gary L. Mole, as Personal Representative for the Estate of the Decedent, now brings this action against Kramer Apartments on the basis that Kramer Apartments had a duty to "keep the Premises in a state consistent with the due regard for the safety of its residents and invitees," and breached its duty "by failing to exercise ordinary care to keep the Premises safe." Pl.'s Am. Compl., ¶¶ 10-11. Specifically, Plaintiff asserts Kramer Apartments knew or should have known of the dangerous and hazardous conditions existing at the Holy Street East Apartments and failed to maintain, inspect, secure, patrol, and manage the Holy Street East Apartments. Pl.'s Am. Compl., ¶ 12. Plaintiff also alleges that Kramer Apartments was negligent in: failing to maintain adequate security devices or measures; failing to warn his tenants of criminal activity; failing to take appropriate action to remedy or reduce the danger to his tenants and allowing the dangerous environment to continue to exist unabated, thereby creating a nuisance; and in representing to his tenants that the Apartments were properly maintained. Pl.'s Am. Compl., ¶¶ 13-21. Finally, Plaintiff asserts that Kramer Apartments is liable under the doctrine of negligence *per se*. Pl.'s Am. Compl., ¶ 22.¹

For the reasons set forth below, Kramer Apartments is entitled to summary judgment because, as a matter of law, Kramer Apartments had no duty to protect its tenants from the criminal acts of third parties.

¹ In addition to allegations of direct negligence, Plaintiff also asserts that Kramer Apartments is liable under *respondeat superior*, joint enterprise, and agency principles. Pl.'s Am. Compl. ¶ 26. Plaintiff initially named a second entity, Kramer Real Estate, as a co-defendant in this action but later amended his complaint to release that entity, which no longer exists. Kramer Apartments is informed and believes that the causes of action asserting secondary liability are remnants of Plaintiff's initial complaint. To the extent Plaintiff continues to assert these claims against Kramer Apartments, they fail as a matter of law. See infra at pp. 6-7.

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SUMMARY JUDGMENT STANDARD

“The party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” Richardson v. The State Record Co., Inc., 330 S.C. 562, 566, 499 S.E.2d 824-25 (Ct. App. 1998). “With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility ‘may be discharged by “showing” – that is, pointing out to the [trial] court – that there is an absence of evidence to support the nonmoving party’s case.’” Id. at 566, 499 S.E.2d at 825. “The moving party need not ‘support its motion with affidavits or other similar materials negating the opponent’s claim.’” Id.; see Milligan v. Liberty Life Ins. Co., 313 S.C. 478, 481, 443 S.E.2d 381, 382 (1994) (nothing that where record is devoid of evidence, moving party is entitled to summary judgment as a matter of law). “Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent’s case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings.” Singleton v. Sherer, 377 S.C. 185, 197-98, 659 S.E.2d 196, 203 (Ct. App. 2008). “It is not sufficient that one create an inference which is not reasonable or an issue of fact that is not genuine.” Thompkins v. Festival Centre Group I, 306 S.C. 193, 194, 410 S.E.2d 593, 594 (Ct. App. 1991). “Where a heightened burden of proof is required, there must be more than a scintilla of evidence in order to defeat a motion for summary judgment.” Hancock v. Mid-South Mgmt. Co., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

ARGUMENT

A. Under South Carolina law, a landlord does not have a duty to protect tenants from criminal activity and Plaintiff’s assertions to the contrary fail as a matter of law.

The landlord/tenant relationship between Kramer Apartments and the Decedent does not create a duty on the part of Kramer Apartments to protect the Decedent from criminal activity. See Cramer v. Balcor Property Management, Inc., 312 S.C. 440, 441 S.E.2d 317 (1994) (“Cramer

I")². Under South Carolina law, the relationship is fundamentally different from that of the innkeeper/guest relationship and neither common law nor statutory law impose a duty to protect the tenant solely on the basis of that relationship. Id. "If there is no duty, then the defendant in a negligence action is entitled to a judgment as a matter of law." Madison ex rel. Bryant v. Babcock Ctr., Inc., 371 S.C. 123, 135-36, 638 S.E.2d 650, 656 (2006). South Carolina's courts have continued to rely upon Cramer I in rejecting attempts by plaintiffs to hold a landlord responsible for the criminal acts of third parties. See, e.g., Goode v. St. Stephens United Methodist Church, 329 S.C. 433, 494 S.E.2d 827 (Ct. App. 1998) (Affirming summary judgment in an action involving attack on social guest of tenant at apartment complex by another tenant and his guests); see also Wright v. PRG Real Estate MGMT, Inc., 426 S.C. 202, 220, 826 S.E.2d 285, 295 (2019) ("[Cramer I] is still undoubtedly the law in South Carolina.").

Here, Plaintiff asserts that Kramer Apartments had a duty to protect the Decedent by keeping the Premises in a state consistent with the due regard for the safety of its residents and invitees. Traditionally, South Carolina law did not impose a duty on a landlord to maintain leased premises in a safe condition. Young v. Morrissey, 285 S.C. 236, 329 S.E.2d 426 (1985) *superseded by statute*, the South Carolina Residential Landlord and Tenant Act ("SCRLTA"), S.C. Code Ann. §§ 27-40-10 et seq. As noted in Cooke, the abrogation of common law by the SCRLTA did not change this:

The SCRLTA does not impose any duty on a landlord to protect tenants from criminal activity . . . In fact, the word 'safe' . . . is absent from the SCRLTA. The S.C. Act uses the terms "fit" and "habitable." It is an even greater stretch to construe those terms to include protection against criminal activity than it was to so construe the word "safe." The South Carolina Residential Landlord and

² In Cramer I, the South Carolina Supreme Court considered a certified question from the United States District Court for the District of South Carolina. Applying the law set forth in Cramer I, the United States District Court later granted summary judgment in Cramer v. Balcor Property Management, Inc., 848 F. Supp. 1222 (D.S.C. 1994) ("Cramer II").

Tenant Act does not impose a duty on a landlord to provide protection to his tenants against criminal activity of third parties.

741 F.Supp. 1205, 1208. To the extent a landlord does have a duty to maintain the premises in a “safe” condition, that duty concerns only defects relating to the inherent physical state of the leased premises. Fair v. U.S., 334 S.C. 321, 323, 513 S.E.2d 616, 617 (1999). Therefore, this Court should determine that Kramer Apartments did not owe its tenants a duty to protect against the criminal activity of third parties.

B. No exception to the general “no duty” rule applies to this case and Plaintiff’s claims fail under general negligence principles.

Even under general negligence principles, Plaintiff has failed to establish that any circumstances exist in this case to impose duty of care upon Kramer Apartments. Although not automatic by nature of the relationship, a landlord’s duty may arise under particular circumstances. Cramer I, 312 S.C. at 443 n. 1, 441 S.E.2d at 319 n. 1. First, a duty may arise by contract. Cramer I, 312 S.C. at 442, 441 S.E.2d at 318 (“Absent agreement, the landlord cannot be expected to protect [his tenants] against the wiles of felony any more than the society can always protect them upon the common streets and highways leading to their residence or indeed in their home itself.”). Absent contract, the general exceptions by which a landlord’s duty may be established require the landlord to assume such a duty through his or her actions or undertakings. See Cooke v. Allstate Management Corp., 741 F. Supp 1205, 1209-10 (D.S.C. 1990) (“One who assumes to act, even though under no obligation to do so, may become subject to the duty to act with due care.”); see also Wright, at 212-18, 826 S.E.2d at 290-94 (differentiating the undertakings exception from the affirmative acts exception). Under the exceptions to the general “no duty” rule, a landlord must (1) perform an act that directly leads to the plaintiff’s injuries, Cramer II, 848 F. Supp. at 1224, or (2) perform an undertaking that (a) increases the risk of the plaintiff’s injuries or (b) is relied upon

by the plaintiff and the injuries result from that reliance. Wright at 216, 826 S.E.2d at 292. It is vital to a claim of negligence against a landlord that the landlord assume the duty. Knowledge of criminal activity, standing alone, is not sufficient to establish a duty to act. See Wright v. PRG Real Estate MGMT, Inc., 413 S.C. 276, 284 n.4, 775 S.E.2d 399, 404 n. 4 (Ct. App. 2015) (The argument that superior knowledge of crime in the area is a circumstance which can establish a duty of care is based on rules of law not recognized in South Carolina), rev'd on other grounds, 426 S.C. 202, 826 S.E.2d 285 (2019).

Here, Plaintiff does not allege that Kramer Apartments agreed to provide security at the Holly Street East Apartments, nor does Plaintiff allege that Kramer Apartments acted negligently in performing or discontinuing the performance of security services. Plaintiff only alleges that, as a landlord with actual or constructive knowledge of criminal activity, Kramer Apartments had a duty to act and did not. Because landlords do not have a general duty to protect tenants from criminal activity, and no exception to this rule applies here, this Court should determine that Kramer Apartments is entitled to summary judgment as a matter of law.

C. Plaintiff is not able to succeed on any other alleged cause of action for negligence and therefore Kramer Apartments is entitled to summary judgment.

Plaintiff also alleges that Kramer Apartments is liable under theories of negligence *per se*, respondeat superior, joint enterprise, and agency principles. Pl.'s Am. Compl., ¶¶ 22, 26. For each allegation, Plaintiff has failed to allege or establish any facts which would entitle Plaintiff to relief based upon these grounds.

I. Plaintiff has failed to identify any statute that Kramer Apartments has violated.

Negligence *per se* is negligence arising from the defendant's violation of a statute. Trivelas v. South Carolina Dept. of Transp., 348 S.C. 125, 134, 558 S.E.2d 271, 275 (Ct. App. 2001). In

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order to show that the defendant owes him a duty of care arising from a statute, the plaintiff must show two things: (1) that the essential purpose of the statute is to protect from the kind of harm the plaintiff has suffered; and (2) that he is a member of the class of persons the statute is intended to protect. Rayfield v. South Carolina Dept. of Corr., 297 S.C. 95, 103, 374 S.E.2d 910, 914-915 (Ct. App. 1988). If the plaintiff makes this showing, he has proven the first element of a claim for negligence: viz., that the defendant owes him a duty of care. If he then shows that the defendant violated the statute, he has proven the second element of a negligence cause of action: viz., that the defendant, by act or omission, failed to exercise due care. This constitutes proof of negligence *per se*. Id. Here, Plaintiff has not set forth any statute which Kramer Apartments violated. Even assuming Plaintiff's argument is founded upon the SCRLTA, it is well-settled that this act does not impose any duty on a landlord to provide protection from tenants against criminal activity of third parties. Without identifying any statute that Kramer Apartments has violated, Plaintiff's cause of action for negligence *per se* fails.

II. Plaintiff has failed to name or identify another party with whom Kramer Apartments engaged in tortious activity sufficient to establish a theory of secondary liability.

Plaintiff asserts that Kramer Apartments is also liable to Plaintiff under the theories of *respondeat superior*, joint enterprise, and agency principles. Each of these theories of negligence requires a multi-party relationship, yet Plaintiff has brought this action only against Kramer Apartments and does not allege any facts to support these theories. Without naming a potential joint actor, much less establishing the relationship between Kramer Apartments and that entity, Plaintiff's claims of negligence under these theories fail as a matter of law.

CONCLUSION

For the foregoing reasons, Defendant Kramer Apartments, LLC, respectfully requests this Court grant its Motion for Summary Judgment as to all claims brought by Plaintiff.

Dated this 12th day of June, 2019.

Respectfully submitted,

WALL TEMPLETON & HALDRUP, P.A.

s/Ford H. Thrift

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LLC

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

GARY L. MOLE, AS THE PERSONAL
REPRESENTATIVE OF THE ESTATE OF
EDDIE MOLE, DECEASED,

Plaintiff

vs.

KRAMER APARTMENTS, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
C/A NO.: 2018-CP-25-0357

**MEMORANDUM IN
OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGEMENT**

This action arises out of the death of Eddie James Mole, who was attached on October 28, 2015 at the front door of his residence in an apartment complex known as Holly Street East Apartments ("Kramer Apartments"). Defendant, Kramer Apartments, LLC, was the owner and operator of the Holly Street East Apartments. Eddie Mole became a tenant of Holly Street East Apartments in 2010. His lease was renewed automatically every year up until his death. In their discovery responses, Defendant supplied a copy of Eddie Mole's lease agreement which specifically precluded Eddie Mole from making repairs at his apartment. Specifically, the lease had the typed section relating to repairs crossed out and a hand-written notation next to it stating, "no repairs by tenant".

Eddie Mole's apartment was burglarized twice prior to the break-in on October 28, 2015 which lead to his death. The first break-in occurred on April 18, 2014 and the second break in occurred on July 16, 2014. The first break-in on April 18, 2014 was because of the defective door supplied by Kramer Apartments. The suspect easily entered Eddie Mole's apartment by breaking the glass out adjacent to the front door. After taking the glass out, he then was able to reach in,

turn the knob and open the front door and enter. The second robbery on July 16, 2014 was also facilitated by the defective front door installed by Kramer Apartments. Defendant was aware of the defective nature of the door. On January 18, 2012, the owner of Kramer Apartments, Harry Kramer, filed a police report for burglary of one of the units at Kramer Apartments, and he reported that he was driving by the unit and saw glass on the ground which was from the front door glass which had been broken allowing easy entry into the unit.

Kramer Apartments knew about the lack of structural integrity of the windowed door they placed on Eddie Mole's apartment. This was a defect in the common premises maintained by Kramer, and Kramer specifically precluded Eddie Mole from fixing, improving or upgrading the door pursuant to its hand-written notation on his lease agreement. Therefore, only Kramer had the power to make necessary repairs to the door and they failed to do so. Kramer was on notice of the door's propensity to be easily compromised by the window pane being removed and the knob only turned to gain easy entry into the apartment because Harry Kramer observed this as early as 2012, and Eddie Mole's two prior burglaries were both facilitated by this defective door. Instead of securing the door, Kramer cheaply and negligently replaced the lock on the broken door and placed plexiglass in the windowpane area after each robbery, and did not even replace the door or fix the broken windowpane. Kramer had specific knowledge of the insufficiency of the windowed door which had been repaired by them in a substandard way. Kramer Apartments took no steps, which were all within their power since they specifically precluded Eddie Mole from repairing or replacing the door, to minimize the predictable risk to Eddie Mole after the first two break-ins and similar break-in of which they were on notice of since Mr. Kramer was the first person to observe and report a burglary facilitated by the defective door.

Maurice Mitchells' access to the Eddie Mole's unit was the direct result of Kramer Apartments actions in failing to maintain a common area, the door, which it precluded Eddie Mole from altering, repairing or upgrading. This in tandem with Kramer Apartment's allowing Maurice Mitchell to continue to live on the premises despite his extensive criminal activity both on the premises and away from the premises caused Eddie Mole to be a target for Maurice Mitchell's crimes. Kramer had exclusive control over these conditions which are lead directly to Maurice Mitchell's ability to enter the premises and murder Eddie Mole. Eddie Mole's door was an actionable defect, and the crime occurred at the very door Kramer Apartments refused to properly fix. Kramer Apartments retained not just superior ability to control this defective windowed door, it maintained sole ability, as it prevented Eddie form repairing the door. This defective door foreseeably enhanced the risk of criminal activity. Kramer Apartments has actual knowledge of both the ease at which this defective door could be compromised as well as actual knowledge of criminal activity on the premises.

On October 28, 2015, Maurice Mitchell, who was knowingly allowed the reside at Kramer Apartments with his girlfriend, Nadine Robinson, despite his violent and felonious history, was able to fatally wound Eddie Mole after gaining access to his apartment by breaking out the same window in the door adjacent to the lock which had been used in the prior two robberies of Eddie Mole in 2014.

Kramer Apartments also knowingly allowed the violent, known criminal who murdered Eddie Mole to continue to reside with his girlfriend, Nadine Robinson, on the premises despite his repeated violation of the lease. Nadine Robinson's lease agreement specifically lists Maurice Mitchell as an occupant of her unit despite his extensive criminal record for Common Law Robbery in 2008, Strong Arm Robbery in 2008, Discharging a Firearm into a Vehicle While

Occupied in 2014, and Failure to Stop for Blue Light in 2015. In 2014, Maurice Mitchell committed Domestic Violence at Kramer Apartments against his girlfriend, Nadine Robinson. The rental agreement specifically provides in paragraph twelve (12) that the "tenant, or any member of tenant's family, guest or other person under the tenant's control, shall conduct themselves in a manner that will not disturb other Tenant's and neighbors' peaceful enjoyment of the premises." Further, the lease provides that, "tenant, or any member of tenant's family, guest or other person under the tenant's control, **shall not** engage in or facilitate criminal or drug related activities," and "any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises. Despite notice of Maurice Mitchell's reputation in the community for doing drugs and being a violent criminal as well as his record which corroborates his dangerous and violent past, Kramer Apartments allowed him to remain on the property and never sought to evict him in compliance with their own lease. Maurice Mitchell discharged a Firearm into a Vehicle While Occupied while residing at Kramer Apartments, and he failed to Stop for Blue Light while residing at Kramer Apartments. In 2014, Maurice Mitchell also committed Domestic Violence at Kramer Apartments against his girlfriend, Nadine Robinson, and the police responded and arrested him at Kramer Apartments. He was however allowed to remain on the premises and no action was taken against him to evict him from the property even though the lease agreement specifically precludes criminal or drug activity and states his conduct was a substantial violation of the lease. The lease even states that this provision is for the protection of other tenants and neighbor's peaceful enjoyment of the premises. Kramer's failure to enforce and comply with its own lease agreement lead to Maurice Mitchell's close proximity to Eddie Mole and his ability to break into his apartment through a defective door.

Kramer also allowed rampant drug activity at the apartment. Cocaine and Marijuana were regularly sold out of Kramer Apartments by a police officer.

Under South Carolina law, when a landlord assumes to act, even though under no obligation to do so, he becomes subject to the duty to act with due care. *See Cramer v. Balcore Property Management, Inc.*, 312 S.C. 440, 441 S.E.2d 317 (1994). By specifically precluding Eddie Mole from making repairs, Kramer Apartments assumed the responsibility to adequately repair Mr. Mole's door, a common area, after the two robberies which preceded his death. Although not automatic by nature of the relationship, a landlord's duty may arise under particular circumstances. *Cramer I*, 312 S.C. at 443 n.1, 441 S.E.2d at 319 n.1. This duty which Kramer Apartments assumed arose by contract when it placed in the lease agreement that no repairs could be made by the tenant and struck through the written provision which would have allowed the tenant to arrange for professional assistance in the event repairs. The law states that a duty may arise by contract. *Cramer I*, 312 S.C. at 442, 441 S.E.2d at 318. A lease is a contract, and Kramer contracted with Mr. Mole to make necessary repairs by specifically precluding him from making repairs or employing professionals to do so on his behalf. Here, Kramer's actions in failing to properly repair the door which presented a foreseeable risk known by Kramer since 2012, increased the risk of Eddie Mole's injuries. Although his assailant approached him in the parking lot area, he was able to force his way into the apartment door before he brutally attacked Mr. Mole.

The standard which governs the trial court under Rule 56(c), *SCRCP* is that summary judgment is proper only when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Pittman v. Grand Strand Entm't, Inc.*, 363 S.C. 531, 611 S.E.2d 922 (2005); *B & B Liquors, Inc. v. O'Neil*, 361 S.C. 267, 603 S.E.2d 629 (Ct. App. 2004). In determining whether any triable issue of fact exists, the evidence and all

inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party. Medical Univ. of South Carolina v. Arnaud, 360 S.C. 615, 602 S.E.2d 747 (2004); Rife v. Hitachi Constr. Mach. Co., Ltd., 363 S.C. 209, 609 S.E.2d 565 (Ct. App. 2005). If triable issues exist, those issues must go to the jury. Mulherin-Howell v. Cobb, 362 S.C. 588, 608 S.E.2d 587 (Ct. App. 2005).

Summary judgment is appropriate only if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Rule 56(c), *SCRCP*; Helms Realty, Inc. v. Gibson-Wall Co., 363 S.C. 334, 611 S.E.2d 485 (2005); BPS, Inc. v. Worthy, 362 S.C. 319, 608 S.E.2d 155 (Ct. App. 2005). In deciding a Rule 56 motion, the court must view all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party. Willis v. Wu, 362 S.C. 146, 607 S.E.2d 63 (2004); see also Schmidt v. Courtney, 357 S.C. 310, 592 S.E.2d 326 (Ct. App. 2003), cert. denied (Apr. 7, 2005) (stating that all ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party).

Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Gadson v. Hembree, 364 S.C. 316, 613 S.E.2d 533 (2005); Montgomery v. CSX Transp., Inc., 362 S.C. 529, 608 S.E.2d 440 (Ct. App. 2004). Even when there is no dispute as to evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. Nelson v. Charleston County Parks & Recreation Comm'n, 362 S.C. 1, 605 S.E.2d 744 (Ct. App. 2004). However, when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. Ellis v. Davidson, 358 S.C. 509, 595 S.E.2d 817 (Ct. App. 2004).

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. McCall v. State Farm Mut. Auto. Ins. Co., 359 S.C. 372, 597 S.E.2d 181 (Ct. App. 2004). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial. Rife, 363 S.C. at 214, 609 S.E.2d at 568.

The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder. Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003); Rumpf v. Massachusetts Mut. Life Ins. Co., 357 S.C. 386, 593 S.E.2d 183 (Ct. App. 2004). Because it is a drastic remedy, summary judgment should be cautiously invoked to ensure that a litigant is not improperly deprived of a trial on disputed factual issues. Helena Chem. Co. v. Allianz Underwriters Ins. Co., 357 S.C. 631, 594 S.E.2d 455 (2004); Hawkins v. City of Greenville, 358 S.C. 280, 594 S.E.2d 557 (Ct. App. 2004).

The evidence presented in this case unquestionably creates issues of material fact. There is a genuine issue as to whether Kramer assumed a duty to repair the defective door by contractually precluding Mr. Mole from repairing the door pursuant to his lease. There is a question and triable issue of fact regarding whether the physical condition of the premises leased from Defendant by Eddie Mole contributed to the criminal activity which lead to his death. South Carolina courts do impose on landlords a duty of care relating to the condition of the leased

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residential premises. Exceptions to a landlord's general immunity derived from the landlord's superior knowledge of and ability to maintain the premises' structural integrity. Landlords are liable for injuries caused by defects in the common premises. A second exception from general immunity arises because the landlord knew of a latent defect in the premises but did not disclose or remedy that defect. The windowed door which allowed easy access for Mr. Mitchell to break in Mr. Mole's apartment was specifically known by Mr. Kramer and Kramer apartments as he had made a police report regarding this condition in 2012 and he was aware of a prior burglary of Mr. Mole's apartment by this exact method. Therefore, triable issues of fact exist because Kramer Apartments undertook repairs to the door which was a known source of easy entry, but it failed to properly secure and repair the door. There is a question of fact as to whether Kramer Apartments is therefore negligence in making the insufficient repairs to the door. There is also a question of fact about Kramer's violation of the lease by allowing Maurice Mitchell to remain on the property after repeated criminal acts which specifically violated the lease.

For the forgoing reasons, Plaintiff request that the defendant's Motion for Summary Judgment be denied.

RESPECTFULLY SUBMITTED,

THE LAW FIRM OF CLARISSA W. JOYNER

s/ Clarissa W. Joyner
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Attorney for the Plaintiff

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STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

GARY L. MOLE, AS THE PERSONAL
REPRESENTATIVE OF THE ESTATE OF
EDDIE MOLE, DECEASED,

Plaintiff

vs.

KRAMER APARTMENTS, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
C/A NO.: 2018-CP-25-0357

AFFIDAVIT OF GARY MOLE

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED, Gary L. Mole, who
first being sworn, deposes and states:

1. I am the Plaintiff in this action, and I respectfully submit this Affidavit in opposition to the Defendant's Motion for Summary Judgment.
2. I have personal knowledge of the facts which bear on this motion. The Decedent, Eddie Mole, was my brother and I visited him daily at Kramer Apartments.
3. The Defendant's motion should be denied because the physical condition of the premises facilitated Eddie Mole's murder. The adverse conditions supporting liability consist of a front door supplied by Kramer Apartments with an easily breakable window next to unsecured locks which can be easily opened by turning a knob. Kramer was on notice of the insufficiency of the door/locks because of prior burglaries. On January 18, 2012, the owner of Kramer Apartments, Harry Kramer, filed a police report for burglary of one of the units at Kramer Apartments, and he reported that he was driving by the unit and saw glass on the ground which was from the front door glass which had been broken allowing

easy entry into the unit. (See attached as Exhibit "A" January 18, 2012 POLICE REPORT). Eddie Mole's apartment was burglarized twice prior to the break-in on October 28, 2015 which lead to his death. The first break-in occurred on April 18, 2014 and the second break in occurred on July 16, 2014. The first break-in on April 18, 2014 was because of the defective door supplied by Kramer Apartments. The suspect easily entered Eddie Mole's apartment by breaking the glass out adjacent to the front door. After taking the glass out, he then was able to reach in, turn the knob and open the front door and enter. (See attached as Exhibit "B" April 18, 2014 POLICE REPORT). The second robbery on July 16, 2014 was also facilitated by the defective front door installed by Kramer Apartments. (See attached as Exhibit "C" July 16, 2014 POLICE REPORT). On October 28, 2015, Maurice Mitchell, who was knowingly allowed the reside at Kramer Apartments with his girlfriend, Nadine Robinson, despite his violent and felonious history, was able to fatally wound Eddie Mole after gaining access to his apartment by breaking out the same window in the door adjacent to the lock which had been used in the prior two robberies of Eddie Mole in 2014. (See attached as Exhibit "D" October 28, 2015 POLICE REPORT and Exhibit "E" CRIME SCENE PICTURES OF BROKEN WINDOW).

4. In the Eddie Mole lease agreement supplied to Plaintiff by Defendant in their discovery responses, Kramer Apartments specifically precluded Eddie Mole from making repairs or changing the door which lacked structural integrity and facilitated the burglaries. (See attached as Exhibit "F" Residential Lease Agreement with hand written notation precluding repairs by Eddie Mole). In fact, Kramer Apartments failed to even properly repair the door after the prior two robberies. After the prior robberies, Kramer only replaced

CAF

the busted window with plexiglass that was not secure and easily removed, as is evidenced by Maurice Mitchell's ability to quickly penetrate the window section of the door and enter the apartment. This left Eddie Mole in peril when the closed door failed to keep Maurice Mitchell from being able to enter the apartment and attack Eddie Mole. On October 28, 2015, Eddie Mole ran in his apartment and locked the door when Maurice Mitchell tried to attack him. Maurice Mitchell was able to easily break the window and enter the foyer where he fatally wounded Eddie Mole.

5. Kramer Apartments also knowingly allowed the violent, known criminal who murdered Eddie Mole to continue to reside with his girlfriend, Nadine Robinson, on the premises despite his violation of the lease. (See attached as Exhibit "G" **Residential Rental Agreement of Nadine Robinson**). Nadine Robinson's lease agreement specifically lists Maurice Mitchell as an occupant of her unit despite his extensive criminal record for Common Law Robbery in 2008, Strong Arm Robbery in 2008, Discharging a Firearm into a Vehicle While Occupied in 2014, and Failure to Stop for Blue Light in 2015. (See attached as Exhibit "H" **SLED Arrest Record of Maurice Mitchell**). In 2014, Maurice Mitchell committed Domestic Violence at Kramer Apartments against his girlfriend, Nadine Robinson. (See attached as Exhibit "I" **September 14, 2014 POLICE REPORT**). The rental agreement specifically provides in paragraph twelve (12) that the "tenant, or any member of tenant's family, guest or other person under the tenant's control, shall conduct themselves in a manner that will not disturb other Tenant's and neighbors' peaceful enjoyment of the premises." Further, the lease provides that, "tenant, or any member of tenant's family, guest or other person under the tenant's control, **shall not** engage in or facilitate criminal or drug related activities," and "any such violation

constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises. (See attached as Exhibit "G" Number 12 of Residential Rental Agreement of Nadine Robinson).

Maurice Mitchell was well known by Eddie Mole, myself and surrounding tenants as a dangerous criminal and drug addict. Despite notice of Maurice Mitchell's reputation for doing drugs and being a violent criminal as well as his record which corroborates his dangerous and violent past, Kramer Apartments allowed him to remain on the property and never sought to evict him in compliance with their own lease. Maurice Mitchell discharged a Firearm into a Vehicle While Occupied while residing at Kramer Apartments, and he failed to Stop for Blue Light while residing at Kramer Apartments. (See attached as Exhibit "J" Certified Criminal Conviction). In 2014, Maurice Mitchell also committed Domestic Violence at Kramer Apartments against his girlfriend, Nadine Robinson, and the police responded and arrested him at Kramer Apartments. He was however allowed to remain on the premises and no action was taken against him to evict him from the property even though the lease agreement specifically precludes criminal or drug activity and states his conduct was a substantial violation of the lease. The lease even states that this provision is for the protection of other tenants and neighbor's peaceful enjoyment of the premises. Kramer's failure to enforce and comply with its own lease agreement lead to Maurice Mitchell's close proximity to Eddie Mole and his ability to break into his apartment through a defective door.

6. Kramer also allowed rampant drug activity at the apartment. Cocaine and Marijuana were regularly sold out of Kramer Apartments by a police officer. (See attached as Exhibit "K"

Criminal indictment against Danny Singleton for distribution of cocaine and marijuana and misconduct in office).

7. Kramer Apartments knew about the lack of structural integrity of the windowed door they placed on Eddie Mole's apartment. This was a defect in the common premises maintained by Kramer, and Kramer specifically precluded Eddie Mole from fixing, improving or upgrading the door pursuant to its hand written notation on his lease agreement. Therefore, only Kramer had the power to make necessary repairs to the door and they failed to do so. Kramer was on notice of the door's propensity to be easily compromised by the window pane being removed and the knob only turned to gain easy entry into the apartment because Harry Kramer observed this as early as 2012, and Eddie Mole's two prior burglaries were both facilitated by this defective door. Instead of securing the door, Kramer cheaply and negligently replaced the lock on the broken door and placed plexiglass in the window pane area after each robbery, and did not even replace the door or fix the broken window pane. (See attached as Exhibit "L" Defendant Kramer Apartments LLC's Answers to Plaintiff's Interrogatories, number 13). Kramer had specific knowledge of the insufficiency of the windowed door which had been repaired by them in a substandard way. Kramer Apartments took no steps, which were all within their power since they specifically precluded Eddie Mole from repairing or replacing the door, to minimize the predictable risk to Eddie Mole after the first two break-ins and similar break-in of which they were on notice of since Mr. Kramer was the first person to observe and report a burglary facilitated by the defective door.
8. Maurice Mitchells' access to the Eddie Mole's unit was the direct result of Kramer Apartments actions in failing to maintain a common area, the door, which it precluded

Eddie Mole from altering, repairing or upgrading. This in tandem with Kramer Apartment's allowing Maurice Mitchell to continue to live on the premises despite his extensive criminal activity both on the premises and away from the premises caused Eddie Mole to be a target for Maurice Mitchell's crimes. Kramer had exclusive control over these conditions which are linked directly to Maurice Mitchell's ability to enter the premises and murder Eddie Mole. Eddie Mole's door was an actionable defect, and the crime occurred at the very door Kramer Apartments refused to fix. Kramer Apartments retained not just superior ability to control this defective windowed door, it maintained sole ability, as it prevented Eddie from repairing the door. This defective door foreseeably enhanced the risk of criminal activity. Kramer Apartments has actual knowledge of both the ease at which this defective door could be compromised as well as actual knowledge of criminal activity on the premises. (See attached as Exhibit "N" Hampton Police Department Criminal Complaints regarding criminal activity at Kramer Apartments).

I declare under penalty of perjury that the foregoing is true and correct.

s/ Gary L. Mole

Gary L. Mole, Plaintiff

SWORN TO AND SUBSCRIBED before me
This 25th day of September, 2019

s/Clarissa Warren Joyner

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMM EXP.: July 10, 2028

68

AGENCY I.D.
5C0250300

HAMPTON POLICE DEPARTMENT
INCIDENT REPORT

Exhibit "A"

CASE NUMBER

201201181630

NCIC

INQ. ENTD.

INCIDENT TYPE										COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM
1. 220 - BURGLARY										☒ YES ☐ NO	☒ YES ☐ NO	20		☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.
2.										☐ YES ☐ NO	☐ YES ☐ NO			
3.										☐ YES ☐ NO	☐ YES ☐ NO			
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)										ZIP CODE		WEAPON TYPE		
1001 FIRST ST WEST, HAMPTON SC										29924				
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK		DISPATCH DATE/TIME 24 HR. CLOCK		DISPATCH DATE/TIME 24 HR. CLOCK		LOCATION NO.			
01/18/2012	1630		01/18/2012	1630	01/18/2012 1630		01/18/2012 1637		01/18/2012 1740					
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)					RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE	ETH	DAYTIME PHONE	EVENING PHONE	
KRAMER, HARRY					#1 #2 #3		☒ S ☐ O ☐ U	W	M		N	(803) 943-6986		
ADDRESS					CITY		STATE	ZIP CODE	LOCATION NO.					
					HAMPTON		SC	29924						
VICTIM'S NAME (LAST, FIRST, MIDDLE)					RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE	ETH	DAYTIME PHONE	EVENING PHONE	
PIRES, MANUEL JOSEPH					#1 #2 #3		☒ S ☐ O ☐ U	W	M	00	N	(843) 217-7393		
HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.										
ADDRESS					CITY		STATE	ZIP CODE	LOCATION NO.					
1001 FIRST ST W					HAMPTON		SC	29924						
VISIBLE INJURY (VICT. 1) ☐ YES ☒ NO EXPLAIN -														
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.														
☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED J - This Jurisdiction S - State O - Out of State U - Unknown														
SUBJECT NAME (LAST, FIRST, MIDDLE)														
UNKNOWN, U														
FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.														
ADDRESS														
CITY														
STATE														
ZIP CODE														
LOCATION NO.														
SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK. ARRESTED NEAR OFFENSE SCENE ☐ YES ☒ NO DATE/TIME OF OFFENSE DATE/TIME OF ARREST														
DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE: TOTAL # ARRESTED 0 01/18/2012 1630														

Offenses:
BURGLARY

THE COMPLAINANT REPORTED HE WAS DRIVING BY THE ABOVE LOCATION AND SAW GLASS ON THE GROUND AND KNEW THAT THE VICTIM WAS OUT OF TOWN. UPON ARRIVAL THE FRONT DOOR THE GLASS HAD BEEN BROKEN AND THE APTS DOOR HAD BEEN FORCED OPEN BY FORCE. THE ONLY ITEM MISSING PER THE VICTIM WAS A 52" FLAT SCREEN PANASONIC TV. THE TV WAS FROM RENT-A-CENTER AND SERIAL IS NOT KNOWN AT THIS TIME.

Print Date: 07/09/2019 03:10:11 PM				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY				JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY			
P	TYPE (GROUP)	26-Radios/TVs/VC									
R	Burned										TOTAL VALUE
O	Count/Forged										
P	Dist/Damaged										
E	Recovered										
R	Selzed										
T	Stolen	1400.00									
Y	Unknown										1400.00
SUBJECT IDENTIFIED		SUBJECT LOCATED		☐ ACTIVE ☒ ADM. CLOSED		☐ ARRESTED UNDER 18		☐ EX-CLEAR UNDER 18			
☒ YES ☐ NO		☐ YES ☒ NO		☐ UNFOUNDED		☐ ARRESTED 18 AND OVER		☐ EX-CLEAR 18 AND OVER			
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY											
REPORTING OFFICER(S)				DATE	UNIT NUMBER	APPROVING OFFICER				DATE	UNIT NUMBER
LT LUIS HERNANDEZ				01/18/2012	H9	CPT JIMMY MURCIER				01/20/2012	H3
FOLLOW-UP INVESTIGATION OFFICER											
☒ YES ☐ NO											

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

69

AGENCY I.D.
SC0250300

HAMPTON POLICE DEPARTMENT
PROPERTY LISTING

CASE NUMBER

2,0,1,2,0,1,1,8,1,6,3,0

NCIC

INO. ENT'D.

☐ ORIGINAL
REPORT

☐ SUPPLEMENTAL
REPORT

☐ ADDITIONAL
VICTIMS

☐ ADDITIONAL
STOLEN PROPERTY

☐ MODIFIES
ORIGINAL

☐ CASE STATUS
CHANGE

☐ ADDITIONAL
OFFENDERS

☐ ADDITIONAL
RECOVERED PROPERTY

PAGE 1

7 STOLEN

52" TV

Make: PANASONIC

1,400.00

TOTAL GROUP

1,400.00

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

TOTAL PROPERTY

1,400.00

A D M I N I S T	SUBJECT IDENTIFIED ☐ YES ☒ NO		SUBJECT LOCATED ☐ YES ☒ NO		☐ ACTIVE ☐ UNFOUNDED	☒ ADM. CLOSED	☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER	☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER
	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY							
	REPORTING OFFICER(S)		DATE	UNIT NUMBER	APPROVING OFFICER		DATE	UNIT NUMBER
	LT LUIS HERNANDEZ		01/18/2012	H9	CPT JIMMY MURCIER		01/20/2012	H3
					FOLLOW-UP INVESTIGATION OFFICER ☒ YES ☐ NO			

70

09/26/2019 17:05 Hampton PD

Exhibit B

(FAX) 803 943 0494

P.001/002

AGENCY I.D.
SC0250300HAMPTON POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER

201404181830

NCIC

INQ. ENCL

INCIDENT TYPE		COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM	
1. 220 - BURGLARY		☒ YES ☐ NO	☒ YES ☐ NO	20		☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.	
2.		☐ YES ☐ NO	☐ YES ☐ NO				
3.		☐ YES ☐ NO	☐ YES ☐ NO				
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)				ZIP CODE	WEAPON TYPE		
14 HOLLY ST EAST, HAMPTON SC				29924			
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK		LOCATION NO.
04/18/2014	1800		04/18/2014	1830	DISP. DATE	DISP. TIME	
					04/18/2014	0600	
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
SAME AS VICTIM		#1 #2 #3		J S O U			
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.	
				SC	29924		
VICTIM'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
MOLE, EDDIE JAMES		#1 #2 #3		O S O U	B	M	60
HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.			
5-8	175	BRO	BRO				
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.	
14 HOLLY ST #2		HAMPTON		SC	29924		
VISIBLE INJURY (VICT. 1) ☐ YES ☒ NO EXPLAIN --							
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.							
☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/BFLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED J - This Jurisdiction S - State O - Out of State U - Unknown							
SUBJECT		SUBJECT NAME (LAST, FIRST, MIDDLE)		RACE	SEX	AGE	ETH.
☐ SUSPECT		UNKNOWN, U		U	U	00	N
☐ RUNAWAY		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.					
☐ WANTED		ADDRESS					
☐ WARRANT		UNKNOWN		CITY	STATE	ZIP CODE	LOCATION NO.
☐ ARREST							
☐ JAIL							
☐ SUMMONS		SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK.		ARRESTED NEAR OFFENSE SCENE ☐ YES ☒ NO		DATE/TIME OF OFFENSE	
		DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE:		TOTAL # ARRESTED 1		DATE/TIME OF ARREST	
						04/18/2014 1800	
Offenses:							
BURGLARY							
ON THE ABOVE DATE AND TIME THE SUSPECT DID BREAK THE MOLDING OUT BY THE FRONT DOOR AND TAKE THE GLASS OUT. HE THEN OPEN THE FRONT DOOR AND ENTERED. SUSPECT TOOK ONE SANYO 42 FLAT SCREEN, ONE X BOX 360 GAME AND 400 DOLLARS IN CHANGE FROM UPSTAIRS BED ROOM. VICTIM STATED A BLACK MALE NAMED TJ FROM THE PROJECTS HAD BEEN IN HIS APARTMENT, ABOUT 20 YEARS OF AGE. ALSO SUBJECT NAMED REESE IN APARTMENT 6 AT KRAMERS.							

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Print Date: 09/26/2019 05:41:52 PM				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
P	TYPE (GROUP)	20-Money	07-Computer	28-Radio/TVa/Vc	TOTAL VALUE		
R	Burned						
O	Count/Forged						
P	Best/Damaged						
E	Recovered						
R	Seized						
T	Stolen	400.00	300.00	400.00			
Y	Unknown				1100.00		
SUBJECT IDENTIFIED		SUBJECT LOCATED		ACTIVE		ADM. CLOSED	
☐ YES ☒ NO		☐ YES ☒ NO		☐ ARRESTED UNDER 18		☐ EX-CLEAR UNDER 18	
REASON FOR EXCEPTIONAL CLEARANCE:		1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION		3. ☐ EXTRADITION DENIED		4. ☐ VICTIM DECLINES COOPERATION	
REPORTING OFFICER(S)		DATE	UNIT NUMBER	APPROVING OFFICER		DATE	UNIT NUMBER
LT RICKY COOK		04/18/2014	H5	SGT ROBBY GINN		04/18/2014	H5
				FOLLOW-UP INVESTIGATION OFFICER			
				☒ YES ☐ NO			

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09/26/2019 17:05 Hampton PD

(FAX) 803 943 0494

P.002/002

AGENCY I.D.
SC0250300HAMPTON POLICE DEPARTMENT
PROPERTY LISTING

CASE NUMBER

2,0,1,4,0,4,1,8,1,8,3,0

NCIC

INC. ENTD.

☐ ORIGINAL
REPORT☐ SUPPLEMENTAL
REPORT☐ ADDITIONAL
VICTIMS☐ ADDITIONAL
STOLEN PROPERTY☐ MODIFIES
ORIGINAL☐ CASE STATUS
CHANGE☐ ADDITIONAL
OFFENDERS☐ ADDITIONAL
RECOVERED PROPERTY

PAGE 1

7 STOLEN

400 DOLLARS CASH	400.00
XBOX 360	300.00
Make: MICROSOFT	
FLAT SCREEN TV 42INCH	400.00
Make: SANYO	
TOTAL GROUP	1,100.00

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

TOTAL PROPERTY

1,100.00

ADMINISTRATOR	SUBJECT IDENTIFIED ☐ YES ☒ NO		SUBJECT LOCATED ☐ YES ☒ NO		☐ ACTIVE ☐ UNFOUNDED	☐ ADM. CLOSED	☐ ARRESTED UNDER 18 ☒ ARRESTED 18 AND OVER	☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER
	REASON FOR EXCEPTIONAL CLEARANCE		1. ☐ OFFENDER DEATH	2. ☐ NO PROSECUTION	3. ☐ EXTRADITION DENIED	4. ☐ VICTIM DECLINES COOPERATION	5. ☐ JUVENILE - NO CUSTODY	
	REPORTING OFFICER(S)		DATE	UNIT NUMBER	APPROVING OFFICER		DATE	UNIT NUMBER
	LT RICKY COOK		04/18/2014	H5	SGT ROBBY GINN		04/18/2014	H8
					FOLLOW-UP INVESTIGATION OFFICER ☒ YES ☐ NO			

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AGENCY I.D.
SC0250300

HAMPTON POLICE DEPARTMENT
INCIDENT REPORT

Exhibit "C"

CASE NUMBER

201407161300

NCIG

INC. ENT.

INCIDENT TYPE		COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM
1. 220 - BURGLARY		☒ YES ☐ NO	☒ YES ☐ NO	20		☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.
2.		☐ YES ☐ NO	☐ YES ☐ NO			
3.		☐ YES ☐ NO	☐ YES ☐ NO			
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)				ZIP CODE	WEAPON TYPE	
14 HOLLY ST WEST, HAMPTON SC				29924		
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK	
07/16/2014	0730		07/16/2014	1300	DISP. DATE DISP. TIME TIME ARRIVED DEPART. TIME	
					1300 1303 1330	
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX
SAME AS, VICTIM		#1 #2 #3		J S O U		
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.
VICTIM'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX
MOLE, EDDIE JAMES		#1 #2 #3		O S O U	B	M
HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		
5-9	175	BRO	BRO			
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.
12 HOLLY ST		HAMPTON		SC	29924	
VISIBLE INJURY (VICT. 1) ☐ YES ☒ NO EXPLAIN --						
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.						
☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED J - This Jurisdiction S - State O - Out of State U - Unknown						
SUBJECT NAME (LAST, FIRST, MIDDLE)		RACE	SEX	AGE	ETH.	DATE OF BIRTH
GILL, TOMMY		B	M	19	N	02/14/1995
FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.		HEIGHT WEIGHT HAIR EYES				
		6-1 180 BLK				
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.
APT 49 HAMPTON PLACE APTS		HAMPTON		SC	29924	
SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK.		ARRESTED NEAR OFFENSE SCENE ☐ YES ☒ NO		DATE/TIME OF OFFENSE		DATE/TIME OF ARREST
DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE:		TOTAL # ARRESTED 1		07/16/2014 0730		
Offenses: BURGLARY						

ON LISTED DATE AND TIME R/O'S WERE DISPATCHED TO LISTED ADDRESS FOR A BURGLARY. WHEN R/O ARRIVED ON SCENE WERE MET BY HOME OWNER AND COULD SEE THE VICTIMS DOOR WAS KICKED IN WITH SHOE PRINTS ON THE DOOR. WHEN R/O SPOKE WITH THE VICTIM HE FOUND THAT HIS 39 INCH EMERSON LCD TV WAS MISSING OFF THE ENTERTAINMENT CENTER AND XBOX 360 WERE MISSING FROM HIS RESIDENCE. THERE WAS PICTURES TAKEN AT SCENE. THERE WAS A SERIAL NUMBER RECOVERED FOR TV BUT NONE AT TIME OF REPORT.

Print Date: 07/09/2019 01:56:45 PM

JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
TYPE (GROUP)	07-Computer	26-Radios/TVs/VC	TOTAL VALUE
Burned			
Count/Forged			
Dest./Damaged			
Recovered			
Seized			
Stolen	600.00	400.00	
Unknown			1000.00
SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO	
☐ ACTIVE ☐ ADM. CLOSED		☐ ARRESTED UNDER 18 ☐ EX-CLEAR UNDER 18	
☐ UNFOUNDED		☒ ARRESTED 18 AND OVER ☐ EX-CLEAR 18 AND OVER	
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY			
REPORTING OFFICER(S)		DATE	UNIT NUMBER
SGT R. GINN		07/16/2014	H8
APPROVING OFFICER		DATE	UNIT NUMBER
FOLLOW-UP INVESTIGATION OFFICER			
☐ YES ☐ NO			

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

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AGENCY I.D.
IC0250300

HAMPTON POLICE DEPARTMENT
SUPPLEMENTAL INCIDENT REPORT

CASE NUMBER

201407161300

NCIC
INQ. ENTD.

☐ ORIGINAL REPORT	☐ SUPPLEMENTAL REPORT	☐ ADDITIONAL VICTIMS	☐ ADDITIONAL STOLEN PROPERTY
☐ MODIFIES ORIGINAL	☐ CASE STATUS CHANGE	☒ ADDITIONAL OFFENDERS	☐ ADDITIONAL RECOVERED PROPERTY

PAGE 1

V I C T I M # 02	☐ COMPLAINANT	NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT			RESIDENT	RACE	SEX	AGE	D.O.B.	ETH			
	☐ VICTIM #	GLOVER, JAQUNES		#1	#2	#3	J	S	O	U	B	M	23	10/05/1990	N
	☒ SUBJECT # 02	HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.									
	☐ RUNAWAY	ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.	DAY PHONE	EVENING PHONE					
	☐ WANTED	110 GLOVER ROAD		VARNVILLE		SC	29944			H	B				
	☐ WARRANT	☐ VICTIM NO. _____ VISIBLE INJURY: ☐ NO ☐ YES		☐ VICTIM USING ALCOHOL: ☐ NO ☐ YES ☐ UNK.		☐ TWO-MAN VEH. ☐ DETECTIVE/SPLASMT ☐ ALONE									
	☐ ARREST	EXPLAIN:		DRUGS: ☐ NO ☐ YES TYPE: _____		☐ UNK. ☐ ONE-MAN VEH. ☐ OTHER ☐ ASSISTED									
	☐ JAIL	☒ SUBJECT NO. 02 USING ALCOHOL: ☐ NO ☐ YES		☐ USING DRUGS: ☐ NO ☐ YES TYPE: _____		☒ UNKNOWN									
	☐ SUMMONS														
	☐														
V I C T I M # 03	☐ COMPLAINANT	NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT			RESIDENT	RACE	SEX	AGE	D.O.B.	ETH			
	☐ VICTIM #	WARREN, LAMAR LEONARD		#1	#2	#3	J	S	O	U	B	M	17	01/02/1997	N
	☒ SUBJECT # 03	HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.									
	☐ RUNAWAY	ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.	DAY PHONE	EVENING PHONE					
	☐ WANTED	90 HAWK LANE		VARNVILLE		SC	29944			H	B				
	☐ WARRANT	☐ VICTIM NO. _____ VISIBLE INJURY: ☐ NO ☐ YES		☐ VICTIM USING ALCOHOL: ☐ NO ☐ YES ☐ UNK.		☐ TWO-MAN VEH. ☐ DETECTIVE/SPLASMT ☐ ALONE									
	☐ ARREST	EXPLAIN:		DRUGS: ☐ NO ☐ YES TYPE: _____		☐ UNK. ☐ ONE-MAN VEH. ☐ OTHER ☐ ASSISTED									
	☐ JAIL	☒ SUBJECT NO. 03 USING ALCOHOL: ☐ NO ☐ YES		☐ USING DRUGS: ☐ NO ☐ YES TYPE: _____		☒ UNKNOWN									
	☐ SUMMONS														
	☐														

A D M I N I S T	SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO		☐ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED		☐ ARRESTED UNDER 18 ☒ ARRESTED 18 AND OVER		☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER					
	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY													
	REPORTING OFFICER(S)			DATE		UNIT NUMBER		APPROVING OFFICER			DATE		UNIT NUMBER	
	SGT R. GINN			07/16/2014		H8								
								FOLLOW-UP INVESTIGATION OFFICER ☐ YES ☐ NO						

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

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AGENCY I.D.
3C0250300

HAMPTON POLICE DEPARTMENT
PROPERTY LISTING

CASE NUMBER

2 0 1 4 0 7 1 6 1 3 0 0

NCIC

INQ. ENTD.

☐ ORIGINAL
REPORT

☐ SUPPLEMENTAL
REPORT

☐ ADDITIONAL
VICTIMS

☐ ADDITIONAL
STOLEN PROPERTY

☐ MODIFIES
ORIGINAL

☐ CASE STATUS
CHANGE

☐ ADDITIONAL
OFFENDERS

☐ ADDITIONAL
RECOVERED PROPERTY

PAGE 1

STOLEN

XBOX 360

Make: MICROSOFT Model: XBOX

Serial #: 302355382506

300.00

39 EMERSON LCD TV

Make: EMERSON Model: 39 LCD

Serial #: ME1A140133444

400.00

PLAYSTATION 2

Make: SONY Model: PS2

Serial #: PA2889961260

300.00

TOTAL GROUP

1,000.00

TOTAL PROPERTY

1,000.00

A D M I N I S T	SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO		☐ ACTIVE	☐ ADM. CLOSED	☐ ARRESTED UNDER 18	☐ EX-CLEAR UNDER 18
					☐ UNFOUNDED		☒ ARRESTED 18 AND OVER	☐ EX-CLEAR 18 AND OVER
	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY							
	REPORTING OFFICER(S)		DATE	UNIT NUMBER	APPROVING OFFICER		DATE	UNIT NUMBER
	SGT R. GINN		07/16/2014	H8				
				FOLLOW-UP INVESTIGATION OFFICER ☐ YES ☐ NO				

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AGENCY I.D.
5C0250300

HAMPTON POLICE DEPARTMENT
INCIDENT REPORT

Exhibit "D"

CASE NUMBER

2,015,10281,805

NOIC

INQ. ENTD.

INCIDENT TYPE				COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM
1. 09A - MURDER				☒ YES ☐ NO	☐ YES ☐ NO	28		☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.
2.				☐ YES ☐ NO	☐ YES ☐ NO			
3.				☐ YES ☐ NO	☐ YES ☐ NO			
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)						ZIP CODE	WEAPON TYPE	
14 HOLLY ST EAST APT 1, HAMPTON SC						29924	12 30	
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK		LOCATION NO.	
10/28/2015	1805		10/28/2015	1900	DISP. DATE	DISP. TIME	TIME ARRIVED	DEPART. TIME
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)					RELATIONSHIP TO SUBJECT		RESIDENT RACE SEX AGE ETH	
STOKES, SHELLEVESE					OK		O S O U B F 44 N	
ADDRESS					CITY		STATE ZIP CODE	
14 E HOLLY ST					HAMPTON		SC 29924	
VICTIM'S NAME (LAST, FIRST, MIDDLE)					RELATIONSHIP TO SUBJECT		RESIDENT RACE SEX AGE ETH	
MOLE, EDDIE JAMES					OK		O S O U B M 56 N	
HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.				
5-9	175	BRO	BRO					
ADDRESS					CITY		STATE ZIP CODE	
14 HOLLY ST #2					HAMPTON		SC 29924	
VISIBLE INJURY (VICT. 1) ☐ YES ☒ NO EXPLAIN --								
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.								
☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED J - This Jurisdiction S - State O - Out of State U - Unknown								
SUBJECT NAME (LAST, FIRST, MIDDLE)					RACE SEX AGE ETH		DATE OF BIRTH HEIGHT WEIGHT HAIR EYES	
MITCHELL, MAURICE DEMON					B M 28 N		11/20/1986 5-9 160 BLK BRO	
FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.								
ADDRESS					CITY		STATE ZIP CODE	
871 BAYSHORE DR					FAIRFAX		SC 29827	
SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK. DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE:					ARRESTED NEAR OFFENSE SCENE ☒ YES ☐ NO		DATE/TIME OF OFFENSE DATE/TIME OF ARREST	
					TOTAL # ARRESTED 1		10/28/2015 1805 10/28/2015 1810	

Offenses:
MURDER

ON 10/28/2015, I, OFFICER LONG, WAS DISPATCHED TO THE LISTED ADDRESS FOR A POSSIBLE ARMED ROBBERY. UPON ARRIVAL, THE COMPLAINANT, RODNEY STOKES, POINTED OFFICERS IN THE DIRECTION OF 14 HOLLY ST EAST APT TWO. AS I APPROACHED THE APARTMENT, I OBSERVED A BLACK MALE WEARING A WHITE SHIRT AND BLUE JEAN SHORTS EXIT THE APARTMENT, INTO THE PARKING LOT. HE THEN RAN SOUTH OUT OF THE PARKING LOT AND BEHIND THE COMPLEX. THE LISTED OFFENDER THEN JUMPED OVER A FENCE AND ENTERED A WOODED AREA BEHIND THE APARTMENT COMPLEX. AFTER ENTERING THE WOODED AREA, THE OFFENDER WAS PURSUED THROUGH THE WOODS BY OFFICERS AND WAS APPREHENDED ON FIRST ST WEST BY SGT. GINN AND OFFICER DELOACH. AFTER THE OFFENDER WAS TAKEN INTO CUSTODY, HE WAS TRANSPORTED TO THE POLICE DEPARTMENT BY SGT. GINN AND OFFICER DELOACH. I THEN RETURNED TO THE CRIME SCENE AND FOUND THE VICTIM LAYING FACE DOWN ON THE FLOOR. THE VICTIM WAS IDENTIFIED AS EDDIE JAMES MOLE AND I CALLED FOR EMS TO RESPOND TO THE SCENE. ONCE EMS ARRIVED ON SCENE, I LOGGED ALL EMERGENCY SERVICES EMPLOYEES THAT ARRIVED ON SCENE AND HAD OFFICER T. SCOTT, VARNVILLE POLICE DEPARTMENT, ROPE OFF THE CRIME SCENE. CAPTAIN SULLIVAN WAS ALREADY ON SCENE BY THE TIME THE SCENE WAS ROPED OFF AND HE CALLED FOR SLED CRIME SCENE.

THE COMPLAINANT AND HIS WIFE, SHELLEVESE STOKES, HAD WITNESSED THE INCIDENT THAT TOOK PLACE AND WAS WILLING TO GIVE

Print Date: 07/09/2019 01:56:51 PM				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY				JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY			
TYPE (GROUP)										TOTAL VALUE	
Burned											
Count./Forged											
Dest./Damaged											
Recovered											
Seized											
Stolen											
Unknown											
SUBJECT IDENTIFIED		SUBJECT LOCATED		☐ ACTIVE ☐ ADM. CLOSED		☐ ARRESTED UNDER 18		☐ EX-CLEAR UNDER 18			
☒ YES ☐ NO		☒ YES ☐ NO		☐ UNFOUNDED		☒ ARRESTED 18 AND OVER		☐ EX-CLEAR 18 AND OVER			
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY											
REPORTING OFFICER(S)				DATE		UNIT NUMBER		APPROVING OFFICER			
SGT R E LONG				10/28/2015		H9					
LT B C DRAWDY				10/28/2015		H4		FOLLOW-UP INVESTIGATION OFFICER			
								☒ YES ☐ NO			

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AGENCY I.D.
SC0250300

HAMPTON POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER		NCIC	
201510281805		INQ.	ENTD.

A WRITTEN STATEMENT. BOTH OF THE WITNESSES WERE GIVEN STATEMENT FORMS AND ALLOWED TO RETURN INSIDE OF THEIR APARTMENT, 14 HOLLY ST EAST APT ONE, TO FILL OUT THE FORM. I THEN MADE CONTACT WITH THE WITNESSES AND RETRIEVED THE FORMS FROM THEM AFTER THEY COMPLETED THE DOCUMENTS. BOTH OF THE WITNESSES WERE INSIDE OF THE APARTMENT WITH THE VICTIM, ONCE I RETURNED TO THE CRIME SCENE FROM THE FOOT PURSUIT TRYING TO KEEP THE VICTIM TALKING.

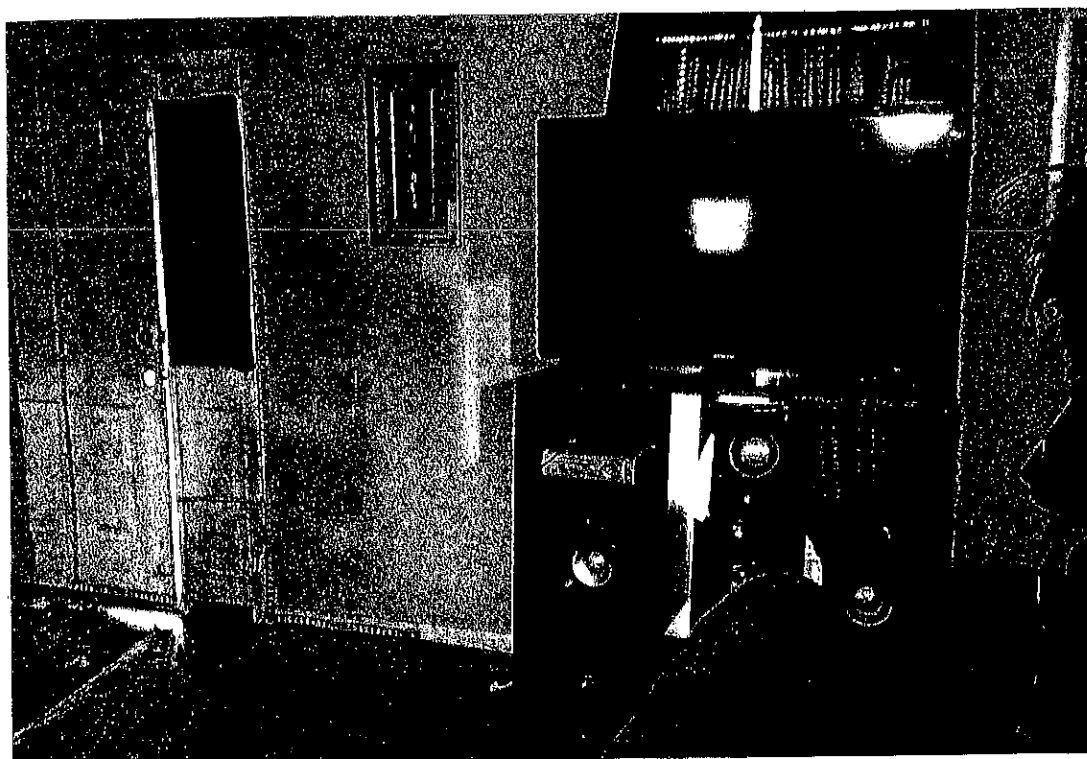
ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

Print Date: 07/09/2019 01:56:51 PM				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
P	TYPE (GROUP)						TOTAL VALUE
R	Burned						
O	Count./Forged						
P	Dist./Damaged						
E	Recovered						
R	Seized						
T	Stolen						
Y	Unknown						
A	SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO		☐ ACTIVE ☐ ADM. CLOSED	☐ ARRESTED UNDER 18 ☒ ARRESTED 18 AND OVER	☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER
M	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY						
I	REPORTING OFFICER(S)	DATE	UNIT NUMBER	APPROVING OFFICER		DATE	UNIT NUMBER
S	SGT R E LONG	10/28/2015	H9				
T	LT B C DRAWDY	10/28/2015	H4	FOLLOW-UP INVESTIGATION OFFICER ☒ YES ☐ NO			

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Exhibit "E"

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357



received 450.⁰⁰
6-17-10

Exhibit "F"

Rental Contract

In consideration of the agreements of the Resident(s), known as:

Kramer Apts, LLC

The owner hereby rents them the dwelling located at 14 Holly St. Apt #2, for the period commencing on the 17th day of June, 2010, and monthly thereafter until the last day of Dec, 2010, at which time this Agreement is terminated. Resident(s), in consideration of Owners permitting them to occupy the above property, hereby agrees to the following terms:

1. RENT: To pay as rental the sum of \$ 450.⁰⁰ per month, due and payable in advance from the first day of every month. Failure to pay rent when due will result in the Owner taking immediate legal action to evict the Resident from the premises and seize the security deposit.
2. LATE FEE: Rent received after the first of the month will be subject to a late fee of 10% plus (3.00) dollars per day.
3. BAD CHECKS: Residents further agree to pay as a service charge the larger of \$ 10 or 5% of the amount of any dishonored check, regardless of cause.
4. APPLIANCES: The above rental payment specifically EXCLUDES all appliances not permanently affixed. Appliances located at or in the property are there solely at the convenience of the Owner, who assumes no responsibility for their operation. In the event they fail to function after occupancy is started, the Resident may have them repaired at no cost to Owner or request Owner to remove them.
DISCOUNT: As an incentive to the Resident to be responsible for all maintenance of the premises and yard each month, and to pay his rent payments AHEAD OF TIME, a discount in the amount of \$ 50.00 may be deducted from the above rental sum each month. THIS DISCOUNT WILL BE FORFEITED IF THE RESIDENT FAILS TO PERFORM AS STATED ABOVE. In the event the discount is lost one month, this will not prevent the resident from benefiting from the discount in subsequent months in the event they comply with the terms of this agreement. Discounts lost due to a maintenance call during the month will be added to the next months rent due.
6. EXTRA VISITORS: To use said dwelling as living quarters only for 1 adults and 0 children, named Eddie Moke and to pay \$75.00 each month for each other person who shall occupy the premises in any capacity other than visiting.
7. ACCEPTANCE OF PROPERTY: Resident accepts the "AS IS" condition of the property, waiving inspection of same by Owner and agrees to notify Owner of any defects. Resident further agrees to indemnify Owner against any loss or liability arising out of Resident's use of the property, including these using the property with Resident's consent.
8. MAINTENANCE: Resident agrees to maintain the premises during the period of this agreement. This includes woodwork, floors, walls, furnishings and fixtures, appliances, windows, screens doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Resident acknowledges specific responsibility for replacing and/or cleaning filters on a/c and heating units. Any damages caused to units because of not changing and cleaning filters will be paid for by the Resident. Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed at the termination of this agreement. Damage caused by rain, hail or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect is the responsibility of the Resident. Resident agrees to provide pest control in the event it is needed.
9. VEHICLES: Resident agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises; and to park only 2 automobiles described as follows: ONLY ON THE PAVED DRIVEWAYS PROVIDED. Resident agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a current registration and tag, except in the garage. RESIDENT AGREES THAT ANY VEHICLE PARKED ON ANY UNPAVED AREAS OR VEHICLE WITHOUT A CURRENT REGISTRATION MAY BE TOWED AND STORED AT RESIDENT'S EXPENSE BY "DIRECT TOWING" OR OTHER TOWING.
10. CLEANING: Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition.
11. SECURITY DEPOSIT: Resident agrees to pay a deposit in the amount of \$ 450.⁰⁰ to secure residents pledge of full compliance with the terms of this agreement. Note: THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY! The security deposit will be used at the end of the tenancy to compensate the Owner for any damages or unpaid rent or charges, and will be

- No inside or outside pets
BL 6-17-10*
- repaired at resident's expense with funds other than the deposit.
12. **PETS:** Resident agrees to pay a non-refundable pet fee of \$ 20 per month per pet. All pets found on the property, but not registered under this agreement will be presumed to be strays and disposed of by the appropriate agency as prescribed by law. In the event a Resident harbors and undisclosed pet, they agree to pay a pet fee for the entire term of the agreement, regardless of when the pet was first introduced to the household. The Resident specifically understands and agrees:
 - A. No pet which is attacked-trained or vicious, with a history of biting people or other animals, or of property damage will be kept on the premises;
 - B. That the Resident is solely responsible for any and all damage to the owner's property including, but not limited to the premises, carpeting, draperies, blinds, wall coverings, furnishings, appliances, and landscaping, including the lawn, and shrubbery;
 - C. That in a like manner, he is responsible for any and all damage or loss to persons or property of others caused by the Resident's pet(s) and in this regard does hereby agree to hold the owner harmless for any such damage;
 - D. That all pet(s) should be cared for and maintained in a humane and lawful manner;
 - E. That all pet waste shall be removed and disposed of promptly, including waste in neighbor's yards distributed by Resident's pets;
 - F. That all pets shall be maintained so as to not cause annoyance to others.
 13. **RESIDENT'S OBLIGATIONS:** The Resident agrees to meet all of resident's obligations; including:
 - A. Taking affirmative action to insure that nothing exists which might place the owner in violation of applicable building, housing and health codes.
 - B. Keeping the dwelling clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing, fixtures, faucets, pipes, etc.
 - C. Operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.
 - D. Assuring that property belonging to the owner is safeguarded against damage, destruction, loss, removal, or theft.
 - E. Conducting him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others. Resident warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.
 14. **SUBLETTING:** Resident agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without first requesting permission from the Owner and paying the appropriate surcharge. Further, that covenants contained in the Rental Agreement, once breached, cannot afterward be performed; and that eviction proceedings may be commenced at once without notice.
 15. **COURT COSTS:** Resident agrees to pay all court costs and Attorney's fees incurred by the Owner in enforcing legal action or any of the Owner's other rights under this agreement or any state law. In the event any portion of this Agreement shall be found to be unsupportable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.
 16. **OWNER'S STATEMENTS:** All rights given to the Owner by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise or failure to exercise, by the Owner of any right shall not act as a waiver of any other rights. No statement or promise of Owner or his agent as to tenancy, repairs, alternations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.
 17. **PARTIAL PAYMENT:** The acceptance by the Owner of partial payments of rent due shall not under any circumstance, constitute a waiver of the Owner, nor affect any notice or legal eviction proceedings in theretofore given or commenced under state law.
 18. **ABANDONMENT:** If Resident leaves said premises unoccupied for 15 days while rent is due and unpaid, Owner is granted the right hereunder to take immediate possession thereof and to exclude Resident there from; removing at his/her expense all his/her property contained therein and placing it into storage at Resident's expense.
 19. **RIGHT TO SIGN:** The individual(s) signing this Lease/Rental Agreement as to Resident stipulates and warrants that he/she/they have the right to sign for and to bind all occupants.
 20. **UTILITIES:** Residents shall be responsible for payments of all utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their residency. They specifically authorize the Owner to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after the termination of this agreement.
 21. **PERSONAL PROPERTY:** No rights of storage are given by this agreement. The owner shall not be

liable for any loss of personal injury or property by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the leased/rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of owner, or owners agent, contractors, or employees, or by any other cause, whatsoever. Resident covenants and agrees to make no claim for any such damages or loss against owner, but to purchase needed "renters insurance" or to provide self-insurance in adequate amounts to offset any risk. Resident agrees to list Owner as "additional insured" on their insurance policies. _____ (initials)

22. **REMOVAL OF PROPERTY:** Resident agrees not to remove or alter in any way owner's property specific written permission from the owner. Any removal or alteration of owners property without permission shall constitute abandonment and surrender of the premises, and termination by the tenant of this agreement Owner may take immediate possession and exclude Residents from the property, storing all Residents possessions at Resident's expense pending reimbursement in full for owner's loss and damages.

23. **WATERBEDS:** In the event any occupant of the premises shall use a flotation bedding system, the Resident shall carry an insurance policy with a loss payable clause payable to the owner. This policy should cover personal injury and damage to the owner, and should be in a form standard to the industry. The minimum limits should be \$ 100,000. In the event the Resident installs a flotation bed installation, then the Resident is in default, and owner will have remedies as per paragraph 20 above.

24. **TERMINATION:** After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice of at least 15 days prior to the end of any monthly period. Any provision of this agreement may be changed by the owner in like manner. All parties agree that termination of this agreement prior to

_____ regardless of cause will constitute a breach of the tenancy as agreed on page 1 and all deposits shall be forfeited in favor of the owner as full liquidated damages at the owner's option.

25. **METHOD OF PAYMENT:** The initial payment of rent and deposits under this agreement must be made in cash, or cashier's check drawn on a local financial institution. Thereafter, monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Regardless of cause, no other additional payments may afterwards be made by check. Checks returned will not be redeposit. The Resident will be notified by a 3 day notice, and will be required to pay the amount due, including the bad check charge, in cash. Resident is aware that owner may report past rent, damages, utilities or other costs owed by Resident to credit reporting agencies. Resident understands this reporting could affect Resident's ability to obtain credit for future housing.

26. **DELIVERY OF RENTS:** Rents may be mailed through the U.S. mail to delivered to Kazzaria at 606 Elm St. Any rents lost in the mail will be treated as if unpaid until received by Owner. It is recommended that payment made in cash or money order be delivered in person to the owner's office at the above address. Only rents received by mail or in person on or before the due date will qualify the tenant for a discount!

27. **RETURN OF DEPOSIT:** Security deposits will be deposited for the Resident's benefit in a non-interest bearing bank account. Release of these deposits is subject to the provisions of State Statutes and as follows:

- A. The full term of this agreement has been completed.
- B. Formal written notice has been given as per paragraph 22 above.
- C. No damage or deterioration to the premises, building(s), or grounds is evident.
- D. The entire dwelling, appliance, closets and cupboards, are clean and left free of insects, the refrigerator is defrosted, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless.
- E. Any and all unpaid charges, pet charges, late charges, extra visitor charges, delinquent rents, utility charges, etc., have been paid in full.
- F. All keys have been returned, including keys to any new locks installed while resident was in possession.
- G. A forwarding address has been left with the owner.

Thirty days after termination of occupancy, the owner will send the balance of the deposit to the address provided by the Resident, payable to the signatories hereto, or owner will impose a claim on the deposit and so notify the Resident by certified letter. If such written claim is not sent, the owner relinquishes his right to make any further claim on the deposit and must return it to the Resident provided Resident has given the Owner notice of intent to vacate, abandon, and terminate this agreement proper to the expiration of its full term, at least 7 days in advance.

28. **PHONE:** Resident agrees to install and maintain telephone service, and agrees to furnish to the owner the phone number, and any changes, within 3 days after installation.

29. **GAS, ELECTRIC AND WATER:** Resident agrees to transfer the gas, electric, and water service charges to their name immediately upon occupancy and to make arrangements for meter readings as needed.
30. **THREE(3) DAY INSPECTION:** Under the terms of this discount lease/rental agreement, Residents will be provided with an inspection sheet. It is their obligation to inspect the premises and to fill out and return to the Owner their inspection sheet within 3 days after taking possession of the premises. It will be presumed that the house is functioning in a satisfactory manner in all respects after the expiration of the 3 days. Resident agrees that failure to file such a statement shall be conclusive proof that there were no defects of note in the property. After that time, the Resident is obligated to provide for routine maintenance at this own expense, or to lose the discount.
31. **OWNERS AGENTS AND ACCESS:** The owner may be represented by an agent who will carry identification. Resident specifically agrees to permit the owner or agent(s) access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request. Resident will also allow signage in the yard.
32. **REPAIRS:** In the event repairs are needed beyond the competence of the Resident, he or she is urged to arrange for professional assistance. Residents are offered the discount as an incentive to make their own decisions on the property they live in. Therefore as much as possible the Resident should refrain from contacting the Owner except for emergencies or for repairs costing more than the discount since such involvement not by the Owner will result in the loss of the discount. **ANY REPAIR THAT WILL COST MORE THAN THE AMOUNT OF THE DISCOUNT MUST BE APPROVED BY THE OWNER OR THE TENANT WILL BE RESPONSIBLE FOR THE ENTIRE COST OF THAT REPAIR.** Any improvement made by the tenant shall become the property of the Owner at the conclusion of this agreement.
33. **WORKER'S WARRANTY:** All parties to this agreement warrant that any work or repairs performed by the Resident will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner free from harm, litigation or claims of any other person.
34. **RADON:** Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceeds Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health office.
35. **LEAD-BASED PAINT:** Houses built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet of lead poisoning prevention.
36. **SMOKE DETECTORS:** Smoke detectors have been installed in this residence. It's the tenant's responsibility to maintain its appliance including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, the tenant has an affirmative duty to notify the landlord immediately.
37. **DEFAULT BY RESIDENT:** Any breach or violation of any provision of this contract by Resident or any untrue or misleading information in Resident's application shall give the Owner or his agent's the right to terminate this contract, evict the Resident and to take possession of the residence. The Resident agrees to a forfeiture of the security deposit and Owner may still pursue any remaining amounts due and owing.
38. **BANKRUPTCY:** In the event of bankruptcy or state insolvency proceeding being filed against the Resident, this heirs, or assign, at the option of Owner, his agent, heirs, or assigns, and immediately declare this contract null and void, and to once resume possession of the premises. No judicial officer shall ever have any rights, title, or interest in or to the above-described property by virtue of this agreement.
39. **RENEWAL TERM:** At the end of initial term herein, as per page 1, owner may elect to renew for another term but at a rental increase of 3% to 5% of current rental rate depending on the market index.
40. **ACKNOWLEDGMENT:** In this agreement the singular number where used will also include the plural, the Masculine gender will include the Feminine, the term Owner will include Landlord, Lesser, and the term Resident will include Tenant, Lessee. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.

LEGAL CONTRACT: This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

ACCEPTED THIS 17th day of June 2010 at Hampton

Forrest Moore
Resident

Resident

Beverly Kramer
Owner


<http://www.totalrealestatesolutions.com>

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

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Exhibit "G"



RESIDENTIAL RENTAL AGREEMENT

This form is not intended for use if "Option to Purchase" is in place.

State of South Carolina

County of Hampton

This rental agreement made at Hampton South Carolina, this 14th day of JAN 20 12, between NADINE ROBINSON Tenant(s) (hereinafter called "TENANT"), and HARRY KRAMER Agent for Owner (hereinafter called "LANDLORD"), shall provide as follows:

- LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
- LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of Hampton State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:
KRAMER APTS LLC
14 HOLLY ST. APT. #6
- TERMS:** This Rental Agreement shall commence on the 16th day of JAN 20 12 and end on the 1st day of MAY 20 17. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
- LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978.)
- RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.
- RENT:** Tenant agrees to pay Landlord a rent of \$ 475.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$ 7,350.00. The rent is payable to: KRAMER APTS or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of \$ 5.00 per day if rent is paid after the 5th day of the month, and an additional fee of \$ 25.00 after the 10th day of the month.

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$ 15.00 per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

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7. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are: Maurice Mitchell (son), Maurice Mitchell father

In no event shall more than 4 persons be allowed to occupy said premises.

8. **RETURNED CHECKS:** Tenant agrees to pay \$ 25.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

9. **RENEWAL TERMS:** With thirty (30) days written notice, as defined in Paragraph 18, either party may terminate this agreement at the end of the initial term, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.

10. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than days.

11. **UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services except: N/A which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

12. **TENANT OBLIGATIONS:** Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants, keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises;

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/Deadbolts shall not be changed without the expressed permission of the Landlord.

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Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems.

Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

13. **MAINTENANCE OF PREMISES, PEST CONTROL:** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord is not responsible for changing batteries in smoke detectors.

Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation within said three (3) days shall constitute Tenant's agreement that premises has no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of ☒ Tenant ☐ Landlord.

14. **ESSENTIAL SERVICES AND APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord: ☒ stove, ☒ refrigerator, ☒ dishwasher, ☐ disposal, ☐ washer, ☐ dryer, ☐ microwave, ☐ trash compactor, ☐ other: _____

15. **INSURANCE:** Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

16. **RIGHT TO ACCESS:** The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

- (a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and
 (b) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the Landlord announces intent to enter to perform services; and
 (c) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the Tenant and that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except for section 16(a), 16(b), and 16(c), the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times.

The Landlord has no other right of access except pursuant to court order, as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

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17. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the USA area, and shall receive permanent change of station orders out of the USA area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of Intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.
18. **DEFINITION OF "THIRTY (30) DAY NOTICE":** Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.
19. **DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may immediately vacate the premises and notify the Landlord in writing within seven days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit. If the rental agreement is terminated, the Landlord shall return the security deposit and all prepaid rent. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty.
20. **CONDEMNATION:** Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.
21. **ABSENCE, NON-USE AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of \$500 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.
22. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of \$ 425.00 to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement. Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

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If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the following:
☐ pool tags, ☐ keys for mail box, ☒ keys to unit (including deadbolt, storage area), ☐ other _____
 the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and, (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from the Landlord.

23. **NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If there is a noncompliance by the Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The rental agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within five days from the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 5.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for any noncompliance by the Tenant with the rental agreement or Paragraph 12 above. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraph 12 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.

24. **REMEDY AFTER TERMINATION:** If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection costs, and court costs.
25. **NOTICE:** A Landlord receives notice when it is delivered at the place of business of the Landlord through which the rental agreement was made or at any place held out by Landlord as the place of receipt of the communication.
26. **PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.
27. **INVENTORY:** Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.

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28. **PETS:** Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a non-refundable deposit of \$ N/A and (2) rent for the pet(s) in the total amount of \$ N/A for the term of this agreement. Tenant shall be responsible for the animal, behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.
29. **WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where the Landlord has no notice of the violation of the duties, fourteen (14) days before rent due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.
30. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.
31. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
32. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether for secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
33. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.
34. **TRUST ACCOUNT INTEREST:** ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.
35. **RULES AND REGULATIONS:** The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.
37. **JOINT RESPONSIBILITY:** If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

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36. **LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Mall: HARRY KRAMER
404 ALABAMA ST. Hampton SC 29924

Phone: (Home) _____ (Work) 803 943 6996

38. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

39. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

40. **ADDITIONAL TERMS:** A/C FILTERS must be changed monthly
SECURITY DEPOSIT NON-REFUNDABLE IF CARPET
AND APT IS NOT CLEANED

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

Nadine D. Robinson

Tenant

803-671-1447 or 803-632-1721

Witness to Tenant

Tenant's Email Address: 284 Jennys Rd, Fairfax, SC 29827

Tenant

Witness to Tenant

Tenant's Email Address: _____

[Signature]

Landlord

Witness to Landlord

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®, REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

Free Real Estate Forms

Page 1 of 1

Smoke Detector Addendum

All of the smoke detectors installed at 14 Holly St APT #6 apartment APT #6 are operable at the time of move-in and are located for your safety in the following locations:

1. Living Room
2. Upstairs Hallway
3. _____
4. _____
5. _____

You as the tenant agree that these smoke detectors are operable, in order to keep them operational, from time to time you must maintain these smoke detectors by replacing the batteries on an as needed basis, unless they are wired into the electrical circuitry. All fresh batteries are your responsibility. Each unit should be tested on a monthly basis. If you have any questions or problems with any smoke detector after you have checked the battery, it is your responsibility to promptly notify the landlord or property manager to assure the early detection of fire or smoke offered by these devices. Your cooperation is essential.

I, the resident, agree to the above as stated.

Nadine D. Robinson
Resident

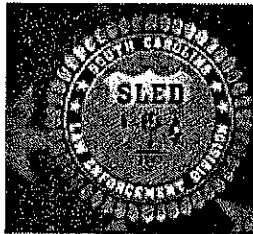
1/14/12
Date

[Signature]
Landlord or Property Manager:

14 JAN 2012
Date

Real Estate Solutions
http://www.totalrealestatesolutions.com

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357



South Carolina LAW ENFORCEMENT DIVISION

Public:

Home

Contact Information

General Information

Alcohol Enforcement

AMBER Alert

Aviation Flight Log

Blue Alert

Cold Case

Concealed Weapons Permit
Program

Constables

Counter Terrorism

Crime Reporting & Statistics

Criminal Justice Information
Services

Criminal Records Check

Endangered Person Advisory

Homeland Security Grants
Admin

Implied Consent

Methamphetamine
Tracking/NPLex

NewsRoom

Private Investigations &
Security Licenses /
Registrations

Procurement Services

SC State Agency Spending
Transparency

Sex Offender Registry

Unidentified Remains

Vulnerable Adult

Wanted / Unsolved

iLAB

Member:

Secure Services

SLED CATCH

Citizens Access to Criminal Histories

Results

Name **MAURICE MITCHELL**
DOB **1986 11 20**
Gender **Male**
Maiden Name
SSN
Transaction **926165431U**
Date of Check **September 26, 2019 at 16:54**

ARREST RECORD
S.C. Law Enforcement Division
WWW

The record is based on a search using
**Last Name, First Initial, Gender, and
Date of Birth Only.** Compare all
identifying data given for record subject
with screening subject. Fingerprint
comparison is recommended as the most
reliable means to identify a record
subject.

INTERNET RAP SHEET REQUEST
ORI-SCLED0000 SID-SC01851467 FBI-***** PUR-E
ATN-WEB, ACCOUNT

AUTHORIZED USE ONLY. ***** CONTACT CONTRIBUTING
AGENCY FOR SPECIFIC/MORE DATA ABOUT CHARGES AND/OR DISPOSITIONS.
BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

PAGE-01 DATE-09/26/2019 TIME-16:59:17
REQ ORI-SCLED0000 S C LAW ENF DIV
SID-SC01851467 FBI-
NAME-MITCHELL, MAURICE SEX-M RACE-B
HEIGHT-508 WEIGHT-130 EYES-BRO HAIR-BLK SKIN- BORN-SC
FPC- HENRY-
1-FINGERPRINT IMAGES ON THIS SUBJECT ARE STORED ON SCAFFIS

DATE RECORD ENTERED--N/A DATE OF LAST UPDATE--12/01/2017

ADDITIONAL IDENTIFIERS	BIRTH	DATES	MARKS	SOC SEC	MISC NUM
NAME	11201986				

MITCHELL, MARUCE DEMON
MITCHELL, MAURICE DEMON

CONTRIBUTOR/SUBJECT	DOA/RCVD CHARGE/DISPOSITION/ETC
SC040015C SC DEPT CORRECTIONS CASE-110720 CIT-16-11-325-FELONY	11/07/2008 CUSTODY STATUS-RECEIVED START DATE-11/07/2008

SC040015C SC DEPT CORRECTIONS 11/07/2008 CUSTODY STATUS-RECEIVED
CASE-110720 START DATE-11/07/2008
CIT-16-11-325-FELONY

COURT CHARGE 01-COMMON LAW
ROBBERY, STRONG ARM ROBBER
Y
COURT DISP-CONVICTED; YOA NTE
6 YRS
COURT DATE-11/07/2008
ATN-500100024890

SC040015C SC DEPT CORRECTIONS 03/31/2011 CUSTODY STATUS-RECEIVED
CASE-003316 START DATE-03/31/2011
CIT-N/A-UNCLASSIFIED

COURT CHARGE 01-PAROLE REVOC

9/26/2019

South Carolina Law Enforcement Division

TION
COURT DISP-CONVICTED; yoa nte
6 yrs
ATN-50D200007294

SC040185C KIRKLAND RECPT & EV 04/11/2014 CUSTODY STATUS-RECEIVED
CASE-003316 START DATE-04/11/2014
CIT-16-23-440 (B) -FELONY

COURT CHARGE 01-DISCHARGE
FIREARM INTO VEHICLE WHILE
OCCUPIED
COURT DISP-CONVICTED; VOP 8
MOS
ATN-50D100017117

MITCHELL, MARUICE DEMON
SC0250300 HAMPTON PD
CASE-SC0250300
ATN-25D000004718
WARR-2014A2520300106
CIT-16-25-20 (A) -MISDEMEANOR

09/14/2014

ARREST CHARGE -CRIMINAL DOMES
TIC VIOLENCE*
OFFENSE DATE-09/14/2014
PHOTOGRAPH AVAILABLE
PALM PRINTS AVAILABLE

SC025015G HAMPTON PPP
CASE-SCSHPO
CIT-56-5-750 (B) (1) -MISDEMEANOR

08/06/2015 CUSTODY STATUS-PROBATION

COURT CHARGE 01-FAIL TO STOP
FOR BLUE LIGHT
COURT DISP-CONVICTED; 1 YEAR
SUSPENDED TO 18 MOS PROBATION
ION
ATN-25P000500215

SC040185C KIRKLAND RECPT & EV 12/01/2017 CUSTODY STATUS-RECEIVED
CASE-003316 START DATE-12/01/2017
CIT-44-53-375 (A) -MISDEMEANOR

COURT CHARGE 01-POSS < THAN
ONE GRAM METH, OR COCAINE
BASE 1ST
COURT DISP-CONVICTED; 3 YEARS
CC
COURT DATE-40/45/0656
ATN-50D300025995

CIT-16-23-490-FELONY

COURT CHARGE 02-POSS OF A
WEAPON DURING VIOLENT
CRIME
COURT DISP-CONVICTED; 5 YEARS
CC
COURT DATE-40/45/0656

CIT-16-11-311-FELONY

COURT CHARGE 03-BURGLARY -
FIRST DEGREE
COURT DISP-CONVICTED; LIFE
WITHOUT PAROLE
COURT DATE-40/45/0656

CIT-16-3-10-FELONY

COURT CHARGE 04-MURDER
COURT DISP-CONVICTED; LIFE
WITHOUT PAROLE
COURT DATE-40/45/0656

BASED ON SEARCH OF SCLED CJIS CCH FILE USING SID/SC01851467
THIS CRIMINAL HISTORY RECORD IS FOR SOUTH CAROLINA ARRESTS AND
CONVICTIONS ONLY AND IS BASED ON THE INFORMATION PROVIDED. SINCE
CHANGES MAY OCCUR DAILY A NEW INQUIRY SHOULD BE MADE AND NO SUBSEQUENT
USE OF THIS RECORD IS ALLOWED.

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

9/26/2019

South Carolina Law Enforcement Division

INDIVIDUAL PROHIBITED FROM POSSESSING OR ACQUIRING HANDGUN IN
SOUTH CAROLINA

INFORMATION SUBMITTED TO SLED CCH PURSUANT TO 16-23-10 (C) AND 23-31-110
(C) OF THE SOUTH CAROLINA CODE OF LAWS INDICATES THIS INDIVIDUAL HAS BEEN
CONVICTED OF A CRIME OF VIOLENCE AND IS NOT PERMITTED TO POSSESS OR
ACQUIRE A HANDGUN.

INDIVIDUAL PROHIBITED FROM POSSESSING OR ACQUIRING FIREARM OR AMMUNITION
PURSUANT TO FEDERAL GUN CONTROL ACT OF 1968

INFORMATION SUBMITTED TO SLED CCH INDICATES THIS INDIVIDUAL HAS BEEN
CONVICTED OF A FELONY ACCORDING TO THE SOUTH CAROLINA CODE OF LAWS.
THEREFORE, THIS PERSON IS INELIGIBLE TO SHIP, TRANSPORT, OR RECEIVE ANY
FIREARM OR AMMUNITION AFFECTED BY INTERSTATE OR FOREIGN COMMERCE, AS
DEFINED BY THE GUN CONTROL ACT OF 1968 (18.U.S.C. 922(G)).

** S C CJIS END OF RECORD **L

SLED Headquarters | 4400 Broad River Road | Columbia, SC 29210

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AGENCY I.D.
IC0250300

HAMPTON POLICE DEPARTMENT
INCIDENT REPORT

Exhibit "I"

CASE NUMBER

201409140130

NCIC

INC. ENT.

INCIDENT TYPE		COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM	
1. 13B - CRIMINAL DOMESTIC VIOLENCE		☒ YES ☐ NO	☐ YES ☐ NO	28		☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.	
2.		☐ YES ☐ NO	☐ YES ☐ NO				
3.		☐ YES ☐ NO	☐ YES ☐ NO				
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)				ZIP CODE	WEAPON TYPE		
14 HOLLY ST EAST APT6, HAMPTON SC				29924	40		
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK		LOCATION NO.
09/14/2014	0030		09/14/2014	0130	DISP. DATE	DISP. TIME	
					09/14/2014	1455	
					TIME ARRIVED	DEPART. TIME	
					1456	1700	
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
BRYSON, LAVONNA		#1 #2 #3		J S O U	B	F	
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.	
		VARNVILLE		SC	29944		
VICTIM'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
ROBINSON, NADINE		#1 #2 #3		J S O U	B	F	33
HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.			
5-3	200	BLK	BRO				
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.	
14 HOLLY ST EAST APT 6		HAMPTON		SC	29924		
VISIBLE INJURY (VICT. 1) ☒ YES ☐ NO EXPLAIN - Apparent Minor Injur							
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.							
☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED J - This Jurisdiction S - State O - Out of State U - Unknown							
SUBJECT NAME (LAST, FIRST, MIDDLE)		RACE	SEX	AGE	ETH.	DATE OF BIRTH	HEIGHT
MITCHELL, MAURICE DEMON		B	M	27	N	11/20/1986	5-8
FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.							
ADDRESS		CITY		STATE	ZIP CODE	LOCATION NO.	
271 BAYSHORE DR		FAIRFAX		SC	29827		
SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK.		ARRESTED NEAR OFFENSE SCENE ☒ YES ☐ NO		DATE/TIME OF OFFENSE		DATE/TIME OF ARREST	
DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE:		TOTAL # ARRESTED 1		09/14/2014 0030		09/14/2014 1320	

Offenses:
CRIMINAL DOMESTIC VIOLENCE

ON THE ABOVE DATE AND TIME HPD OFFICERS WERE DISPATCHED TO INCIDENT SCENE FOR A DOMESTIC DISPUTE WITH AND ASSAULT. UPON SPEAKING WITH THE VICTIM SHE STATED HER AND THE SUBJECT HAD AN ARGUMENT OVER A GIRL. THE VICTIM STATED THE SUBJECT THEN GRABBED HER NEAR HER MOUTH AND SHE BIT THE SUBJECT ON HIS HAND. THE VICTIM STATES A STRUGGLE CONTINUED FOR A FEW MINUTES. THE SUBJECT STATES HE ASKED HER ABOUT THE SITUATION WITH ANOTHER GIRL AND AN ARGUMENT STARTED. THE SUBJECT STATED HE WAS INTOXICATED AND DOESN'T KNOW WHO STARTED THE PHYSICAL ALTERCATION. THE SUBJECT SHOWED LT DRAWDY A BITE MARK ON HIS HAND AND REFUSED MEDICAL TREATMENT. THE SUBJECT WAS HANDCUFFED AND PLACED IN THE BACK OF LT DRAWDY'S PATROL VEHICLE AND TRANSPORTED TO HCDC. LT DRAWDY TOOK THE SUBJECT TO HAMPTON REGIONAL MEDICAL CENTER EMERGENCY ROOM AFTER THE HCDC REFUSED TO INTAKE HIM. THE VICTIM WAS PLACED IN FRONT OF SGT LAWSON'S PATROL VEHICLE AND VIDEO WAS TAKEN OF THE VICTIM'S FACE WHERE THERE WERE SCRATCHES ON THE VICTIM'S FOREHEAD AND OVER THE EYE. THE VICTIM'S FACE WAS ALSO SWOLLEN.

Print Date: 07/09/2019 01:58:48 PM		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
TYPE (GROUP)				TOTAL VALUE	
Burned					
Count/Forged					
Dest./Damaged					
Recovered					
Seized					
Stolen					
Unknown					
SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO		☐ ACTIVE ☐ ADM. CLOSED	
				☐ ARRESTED UNDER 18 ☐ EX-CLEAR UNDER 18	
				☒ ARRESTED 18 AND OVER ☐ EX-CLEAR 18 AND OVER	
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE- NO CUSTODY					
REPORTING OFFICER(S)		DATE	UNIT NUMBER	APPROVING OFFICER	DATE
LT B. DRAWDY		09/14/2014	H5		
				FOLLOW-UP INVESTIGATION OFFICER	
				☐ YES ☐ NO	

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Exhibit 5

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FORM 1010 SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
UNIFORM TRAFFIC TICKET

STATE OF SOUTH CAROLINA VERSUS

FIRST NAME: Maurice MIDDLE NAME: D LAST NAME: Michael

STREET AND NO.: 5710 Dandridge Dr. Toxaway CITY: Hampton STATE: SC ZIP CODE: 29058

STATE LICENSED DRIVER'S LICENSE NO.: SC 10255064 ODL: NO DRI. LIC. CLASS: 1

VEH. REG. NO.: 569504 STATE: SC MAKE OF VEH: CADILLAC YEAR: 2014 COMM. VEH.: YES AUTO: NO HAZ. MT.: NO MOPED: NO MTRCYCL: NO OTHER: NO

YOU ARE SUMMONED TO APPEAR BEFORE THE TRIAL COURT

NAME OF TRIAL COURT: Hampton County STREET AND NO.: 15278 STATE: SC ZIP CODE: 29058

DATE OF TRIAL: 10/15/19 TIME OF TRIAL: 10:00 AM CITY: Hampton

VIOLATION - COURT APPEARANCE REQUIRED: YES VIOLATION SECTION NO.: 56.9-2504

OWNER OF VEHICLE: Hampton ADDRESS OF OWNER: Hampton DATE OF ARREST: 6/14/19

NAME OF ARRESTING OFFICER: Hampton RANK: Officer

AGE: 20 SEX: M DESCRIPTION OF ACCUSED: White Male HT.: 5'10" HAIR: Brown WT.: 170 EYES: Blue COUNTY: Hampton BADGE: 100 DOCKET NO.: 100

DATE BAIL RECD. BY: 20

CASE BEFORE: ☐ MAGISTRATE ☐ JURY ☐ MUNICIPAL COURT ☐ FEDERAL COURT

NAME OF TRIAL COURT IF DIFFERENT FROM ABOVE: Hampton

DEFENDANT: DID NOT APPEAR ☐ APPEARED ☐

NOLE PROCEED FORFEITED BOND ☐ DISPOSITION: ☐ GUILTY ☐ PLED, NOLO CONTENDERE ☐

TRIAL BY: TRIAL JUDGE ☐ JURY ☐

VERDICT OF TRIAL IF ANY: ☐ GUILTY ☐ NOT GUILTY ☐

DATE OF TRIAL IF ANY: 10/15/19

JAIL: NO SUSPEND: NO FINE: NO AMT. COLLECTED: NO AMT. SUSPENDED: NO

COMMITTED TO: NO

CERTIFIED CORRECT: NO

OFFENSE CODE: SC 56.9-2504 B.A. LEVEL: 1

TRIAL COURT COPY

G 250282

A TRUE COPY
CLERK OF COURT FOR
HAMPTON COUNTY S.C.
8-27-19
ALVD

DOCKET NO. 2013GS2500222

The State of South Carolina

County of Hampton

COURT OF GENERAL SESSIONS

June Term 2014

THE STATE

VS.

Maurice Mitchell

Indictment for

Traffic / Failure to stop for a blue light, no injury
or death - 1st offense

SC Code: 56-05-0750(B)(1)
CDR Code: 0065

WITNESSES

Altman

ARREST WARRANT NUMBER

G250282

Date of Arrest: June 14, 2013

ACTION OF GRAND JURY

TRUE BILL

JAN MURPHY JUN 26 2014

Foreperson of Grand Jury

Date:

VERDICT

Foreperson of Petit Jury

Date:

INDICT

A TRUE COPY
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
8-16-14

DATE

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

INDICTMENT
2013GS2500222

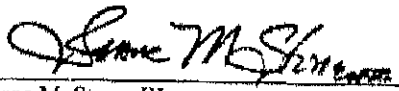
At a Court of General Sessions, convened on June 26, 2014, the Grand Jurors of Hampton County present upon their oath:

Traffic / Failure to stop for a blue light, no injury or death - 1st offense

That in Hampton County, South Carolina, on or about June 14, 2013, the Defendant, Maurice Mitchell, while driving a motor vehicle on a road, street, or highway of the State, did fail to stop for a law enforcement vehicle after being signaled by a flashing light or a siren to do so; all in violation of Section 56-5-750, Code of Laws of South Carolina (1976), as amended.

TRUE COPY
MAURICE MITCHELL
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
2014
JUL 1 2014

Against the peace and dignity of the State, and contrary to the statute in such case made and provided.


Isaac M. Stone, III
Solicitor, 14th Judicial Circuit

JUL 1 2014

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STATE OF SOUTH CAROLINA

COUNTY OF
STATE

Hampton

VS.

Maurice Mitchell

AKA:

Race: B Sex: M Age: 28DOB: 11-20-86 SS#: 249-65-3937Address: 671 BayshoreCity, State, Zip: Fairfax, SC 29827DL#: 100205069 STD#: _____*CDL Yes ☐ No ☐ CMV Yes ☐ No ☐ Hazmat Yes ☐ No ☐In disposition of the said indictment comes now the Defendant who was
TO: Traffic / Failure to stop for a blue light, no injury or death - 1st offense

IN THE COURT OF GENERAL SESSIONS

INDICTMENT/CASE#: 2013GS2500222A/W#: G250282Date of Offense: 6/14/2013S.C. Code § : 56-05-0750(B)(1)CDR Code #: 0065

SENTENCE SHEET

☐ CONVICTED OF or ☒ PLEADSIn violation of § 56-05-0750(B)(1) of the S.C. Code of Laws, bearing CDR Code # 0065
☒ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS(CSC w/minor 1st or Lewd Act) ☐ §17-25-45The charge is: ☒ As Indicted, ☐ Lesser Included Offense, ☐ Defendant Waives Presentment to Grand Jury, (defendant's Initials)The plea is: ☒ Without Negotiations or Recommendation, ☐ Negotiated Sentence, ☒ Recommendation by the State.ATTEST: [Signature] 3574 Maurice Mitchell Stacy T. Plenis 012014
Knight, Steve SC Bar# Defendant Attorney for Defendant SC Bar#WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections, ☐ County Detention Center,
for a determinate term of 1 days/months/years or 1 under the Youthful Offender Act not to exceed _____ years
and/or to pay a fine of \$ _____; provided that upon the service of _____ days/months/years and/or payment
of \$ _____; plus costs and assessments as applicable*; the balance is suspended with probation for 18months years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of
probation, which are incorporated by reference.☐ CONCURRENT or ☐ CONSECUTIVE to sentence on:
☐ The Defendant is to be given credit for time served pursuant to S.C. Code § 24-13-40 to be calculated and applied
by the State Department of Corrections.
☐ The Defendant is to be placed on the Central Registry of Child Abuse and Neglect pursuant to S.C. Code § 17-25-135.Pursuant to 18 U.S.C Section 922, it is unlawful for a person convicted of a violation of Section 16-25-20 or 16-25-65 (Criminal
Domestic Violence) to ship, transport, possess, or receive a firearm or ammunition.

SPECIAL CONDITIONS:

☐ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☐ Ordered

Total: \$ _____ plus 20% fee: \$ _____

Payment Terms: _____

☐ Set by SCDPPPS _____

Recipient: _____

*Fines: _____ \$

§ 14-1-206 (Assessments 107.5 %)

§ 14-1-211(A)(1) (Conv. Surcharge) \$100 \$ 700.00

§ 14-1-212(A)(2) (DUI Surcharge) \$100 \$

§ 56-5-2995 (DUI Assessment) \$12 \$

§ 56-1-286 (DUI Breath Test) \$25 \$

Proviso 47.9 (Public Def/Prob) \$500 \$ 500.00§ 14-1-212 (Law Enforcement Funding) \$25 \$ 25.00

§ 14-1-213 (Drug Court Surcharge) \$150 \$

§ 50-21-114 (BUI Breath Test Fee) \$50 \$

§ 56-5-2942(J) (Vehicle Assessment) \$40/ea \$

Proviso 90.5 (SCCJA Surcharge) \$5 \$ 5.003% to County (if paid in installments) \$.90TOTAL \$ 30.90

PTUP _____ days/hours Public Service Employment

Obtain GED ☐

Attend Voc, Rehab, or Job Corp. _____

May serve W/E beginning _____

Substance Abuse Counseling ☐Random Drug/Alcohol testing ☐

Fine may be pd. in equal, consecutive weekly/monthly

pmts. of \$ _____ beginning _____

\$ _____ paid to Public Defender Fund

Other: _____

☐ Appointed PD or appointed other counsel.
§ 47.12 requires \$500 be paid to Clerk
during probation.

Clerk of Court/ Deputy Clerk

Court Reporter: Wanda Rouse

SCCA/217 (03/2011)

Presiding Judge 2139

Judge Code: _____

Sentence Date: August 6, 2015A TRUE COPY
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
DATE 11-17-15

99

WITNESSES

William Davis/SLED

DOCKET NO. 2017GS2600381

The State of South Carolina
County of Hampton

COURT OF GENERAL SESSIONS

June Term 2019

THE STATE

vs.

Danny Jerome Singleton, III

Indictment For

Misconduct in Office

SC Code: CL-0819-00

CDR Code: 0819

ARREST WARRANT NUMBER

2017A2510300008

ACTION OF GRAND JURY

TRUE BILL

Foreperson of Grand Jury

Date:

JUN 05 2019

VERDICT

Foreperson of Petit Jury

Date:

INDICT

Exhibit 'K'

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant

I hereby appear in my own proper person and plead guilty to the within indictment or to

Defendant

Witness:

C.C.C. PLS. and G.S.

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2017812500381

AT THE COPY
CLERK OF COURT FOR
COUNTY OF
HAMPTON, SC
DATE

100

2

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STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

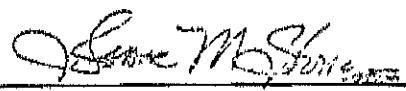
INDICTMENT
2017GS2500381

At a Court of General Sessions, convened on June 5, 2019, the Grand Jurors of Hampton County present upon their oath:

Misconduct in Office

That in Hampton County, South Carolina, on or about April 21, 2017 through May 3, 2017, the Defendant, Danny Jerome Singleton, III, did unlawfully and intentionally breach his duty of accountability to the public, as imposed by law, by failing to properly and faithfully discharge said duty, all in violation of Section CL-0819-00, et al. of the Codes of Law of South Carolina.

Against the peace and dignity of the State, and contrary to the statute in such case made and provided.



Solicitor

TRUE BILL

TRUE COPY

CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
DATE 8-1-19

CERTIFICATE OF TRANSMITTAL

** Rule 3 of the South Carolina Rules of Criminal Procedure requires the transmittal of a warrant to the clerk within fifteen (15) days of defendant's arrest.
The following papers pertaining to criminal proceedings were transmitted to the Clerk of Court on this date.

To Court / County: General Sessions / Hampton

** Date Transmitted: 07/26/2017

From Court: 25102 - Bond Court

By : 5 9 4 9 Williams (Magistrate), Carolyn A.

Judge Code (Name and title of transmitting official)

Defendant (Last Name, First M.)	Date Of Arrest	Warrant/Ticket Number (One Per Line)	Dismissed at Prelim.		Warrant or Ticket	Papers Being Transmitted on This Date (check only which apply)		
			Yes	No		Checklist	Bond	Other (describe)*
1 Singleton, Danny Jerome	07/25/2017	2017A2510300008	X		W	X	X	
2 Singleton, Danny Jerome	07/25/2017	2017A2510300009	X		W	X	X	
3 Singleton, Danny Jerome	07/25/2017	2017A2510300010	X		W	X	X	
4 Singleton, Danny Jerome	07/25/2017	2017A2510300011	X		W	X	X	

FILED

AM/PA abbreviations used, explain.

For use by Clerks only

The above listed documents were received on: _____ (Date)

Copies transmitted to the Solicitor on: _____ (Date)

Clerk of Court

A TRUE COPY
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
DATE 8-1-17

White Original - Clerk of Court
SCCA/215 90)

Pink Copy - Solicitor (Optional)

For use by Solicitors only

JUL 26 2017

OPTIONAL:

Date Received by Solicitor

Received by

MYLINDA D NETTLES
CLERK OF COURT
HAMPTON COUNTY, SC

(Initials) (Date)

Canary Copy - Transmitting Official

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

WITNESSES

William Davis/SLED

DOCKET NO. 2017GS2500372

The State of South Carolina

County of Hampton

COURT OF GENERAL SESSIONS

June Term 2019

THE STATE

vs.

Danny Jerome Singleton, III

Indictment For

Sale and Distribution of Marijuana

SC Code: 44-53-370(b)(2), 44-53-370(a)(2)

CDR Code: 0186

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant

hereby appear in my own proper person and plead guilty to the with indictment or to

ARREST WARRANT NUMBER

2017A2510300009

ACTION OF GRAND JURY

TRUE BILL

Foreperson of Grand Jury

Date: JUN 05 2019

VERDICT

Defendant

Witness:

C.C.C. PLS. and G.S.

Foreperson of Petit Jury

Date:

INDICT

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COUNTY OF HAMPTON
DATE 6-27-19

104

105

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357 - DATE

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

INDICTMENT
2017GS2500372

At a Court of General Sessions, convened on June 5, 2019, the Grand Jurors of Hampton County present upon their oath:

Sale and Distribution of Marijuana

That in Hampton County, South Carolina, on or about April 25, 2017, the Defendant, Danny Jerome Singleton, III, did create, distribute, dispense, deliver, or purchase or aid, abet, attempt, or conspire to create, distribute, dispense, deliver or possess with intent to distribute, dispense, deliver, or purchase a counterfeit substance, marijuana, which was a controlled substance classified in Schedule I, II, III, flunitrazepam, or a controlled substance analogue, all in violation of Section 44-53-370(b)(2), 44-53-370(a)(2), et al. of the Codes of Law of South Carolina.

Against the peace and dignity of the State, and contrary to the statute in such case made and provided.

[Signature]

Solicitor

TRUE BILL

TRUE COPY
M. J. Nottles
CLERK OF COURT FOR
HAMPSON COUNTY, S.C.
6-27-19

105

ARREST WARRANT

2017A2510300009

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

THE STATE 78-17-0085

against

Danny Jerome Singleton, III

Address: 10 Holly St E Apt 5

Hampton, SC 29924-3953

Phone: SSN: 251-71-2563

Sex: M Race: B Height: 5 9 Weight: 210

DL State: SC DL #: 011459441

DOB: 8/16/1985 Agency ORI #: SCLED0000

Prosecuting Agency: State Law Enforcement Division

Prosecuting Officer: William P Davis - S04095

Offense: Drugs / Manuf., poss. of other sub. in Sch. I, II, III

or flunitrazepam or analogue, w.i.t.d. - 1st offense

Offense Code: 0186

Code/Ordinance Sec: 44-53-0370(b)(2)

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☐ Municipality of

The accused

is to be arrested and brought before me to be

dealt with according to the law.

(L.S.)

Signature of Judge

Date:

RETURN

A copy of this arrest warrant was delivered to

defendant

on

7-25-2017 @ 5:40 pm

7-25-2017 @ 5:40 pm

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

General Sessions

1 Courthouse Square Elm St

P O Box 7

Hampton, SC 29924

A TRUE COPY

CLERK OF COURT FOR

HAMPTON COUNTY, S.C.

ORIGINAL

DATE

106

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Personally appeared before me the affiant William P Davis

being duly sworn deposes and says that defendant Danny Jerome Singleton, III

did within this county and state on or about 4/25/2017

State of South Carolina (or ordinance of ☒ County/ ☐ Municipality of

in the following particulars:

violates the criminal laws of the

DESCRIPTION OF OFFENSE: Drugs / Manuf., poss. of other sub. in Sch. I, II, III or flunitrazepam or analogue, w.i.t.d. - 1st offense

I further state that there is probable cause to believe that the defendant named above did commit

the crime set forth and that probable cause is based on the following facts:

That on April 25, 2017 at approximately 2:04 p.m. one Danny Jerome Singleton III did unlawfully distribute a quantity of Marijuana

to a confidential informant working under the direction of the South Carolina Law Enforcement Division. The affiant knows this

to be true because the informant was equipped with audio and video surveillance equipment which corroborated the drug purchase.

The substance was submitted to the South Carolina Law Enforcement Division laboratory and it did test positive for Marijuana.

This violation taking place on Holly Street, East, in the Town of Hampton, Hampton County, South Carolina and being in violation

of Section 44-53-375(b)(2) of the South Carolina Code of Laws, 1976 as amended.

Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Affiant's Address P. O. Box 21398

Columbia, SC 29221-

Affiant's Telephone (803)605-0206

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 4/25/2017 defendant Danny Jerome Singleton, III

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of

) as set forth below:

DESCRIPTION OF OFFENSE: Drugs / Manuf., poss. of other sub. in Sch. I, II, III or flunitrazepam or analogue, w.i.t.d. - 1st offense

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or

her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as

soon thereafter as is practicable

Sworn to and subscribed before me

on 7/25/2017

Signature of Constable/Law Enforcement Officer

Judge's Address 259 Milk Jr. Blvd. South

Estill, SC 29918

Judge's Telephone (803)625-3232

Issuing Court: ☒ Magistrate ☐ Municipal

FILED

AMPM

JUL 26 2017

CLERK OF COURT

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AFFIDAVIT

Form Approved by

S.C. Attorney General

April 21, 2003

SCCA 518

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violates the criminal laws of the

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WITNESSES

William Davis/SLED

DOCKET NO. 2017GS2500373

**The State of South Carolina
County of Hampton**

COURT OF GENERAL SESSIONS

June Term 2019

THE STATE

vs.

Danny Jerome Singleton, III

Indictment For

Sale and Distribution of Cocaine

SC Code: 44-53-370(b)(1), 44-53-
370(a)(1)

CDR Code: 0183

After being fully advised as to my
legal rights, I hereby waive
presentment to the Grand Jury.

Defendant

I
hereby appear in my own proper
person and plead guilty to the within
Indictment or to

ARREST WARRANT NUMBER

2017A2510300010

ACTION OF GRAND JURY

TRUE BILL

Foreperson of Grand Jury

Date:

JUN 05 2019

VERDICT

Defendant

Witness:

C.C.C. PLS. and G.S.

Foreperson of Petit Jury

Date:

INDICT

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HAMPTON COUNTY, S.C.
107

[Handwritten mark]

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

INDICTMENT
2017GS2500373

At a Court of General Sessions, convened on June 5, 2019, the Grand Jurors of Hampton County present upon their oath:

Sale and Distribution of Cocaine

That in Hampton County, South Carolina, on or about April 25, 2017, the Defendant, Danny Jerome Singleton, III, did manufacture, distribute, dispense, deliver, or purchase or aid, abet, attempt, or conspire to manufacture, distribute, dispense, deliver, or purchase or possess with the intent to manufacture, distribute, dispense, deliver, or purchase cocaine, which was a controlled substance classified in Schedule I (b) or (c) which was a narcotic drug, or lysergic acid diethylamide (LSD), or in Schedule II which was a narcotic drug, all in violation of Section 44-53-370(b)(1), 44-53-370(a)(1), et al. of the Codes of Law of South Carolina.

Against the peace and dignity of the State, and contrary to the statute in such case made and provided.

[Handwritten signature]

Solicitor

TRUE BILL

TRUE COPY
FILED
[Handwritten signature]
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
DATE

WITNESSES

William Davis/SLED

ARREST WARRANT NUMBER

2017A2510300011

ACTION OF GRAND JURY

TRUE BILL

Foreperson of Grand Jury

Date:

JUN 05 2019

VERDICT

Foreperson of Petit Jury

Date:

INDICT

DOCKET NO. 2017GS2500374

The State of South Carolina

County of Hampton

COURT OF GENERAL SESSIONS

June Term 2019

THE STATE

vs.

Danny Jerome Singleton, III

Indictment For

**Sale and Distribution of Controlled
Substance Within Proximity of
School**

SC Code: 44-53-445(A), 44-53-
445(B)(1), 44-53-445(B)(2), 44-53-
445(D)(1)

CDR Code: 0107

After being fully advised as to my
legal rights, I hereby waive
presentment to the Grand Jury.

Defendant

I
hereby appear in my own proper
person and plead guilty to the within
Indictment or to

Defendant

Witness:

C.C.C. PLS. and G.S.

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CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
DATE

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STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

INDICTMENT
2017GS2500374

At a Court of General Sessions, convened on June 5, 2019, the Grand Jurors of Hampton County present upon their oath:

Sale and Distribution of Controlled Substance Within Proximity of School

That in Hampton County, South Carolina, on or about April 25, 2017, the Defendant, Danny Jerome Singleton, III, did knowingly distribute, sell, purchase, manufacture, or possess with intent to distribute cocaine and marijuana, which are controlled substances, while in, on, or within a one-half mile radius of the grounds of a public or private elementary, middle, or secondary school; a public playground or park; a public vocational or trade school or technical educational center; or a public or private college or university, all in violation of Section 44-53-445(A), 44-53-445(B)(1), 44-53-445(B)(2), 44-53-445(D)(1), et al. of the Codes of Law of South Carolina.

Against the peace and dignity of the State, and contrary to the statute in such case made and provided.

[Handwritten Signature]

Solicitor

TRUE BILL

A TRUE COPY
Minda C. Nettles
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
11-1-19
DATE

111

ARREST WARRANT

2017A2510300011

STATE OF SOUTH CAROLINA
☒ County/ ☐ Municipality ofTHE STATE 78-17-0095
against

Danny Jerome Singleton, III

Address: 10 Holly St E Apt 5

Hampton, SC 29924-3953

Phone: SSN: 251-71-2563
 Sex: M Race: B Height: 5 9 Weight: 210
 DL State: SC DL #: 011459441
 DOB: 8/16/1985 Agency ORI #: SCLED0000
 Prosecuting Agency: State Law Enforcement Division
 Prosecuting Officer: William P Davis - S00095
 Offense: Drugs / Distribute, sell, manuf. or pwid, of cont. sub., near school

Offense Code: 0107

Code/Ordinance Sec: 44-53-0445(A)

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☐ Municipality of

The accused is to be arrested and brought before me to be dealt with according to the law.

(L.S.)

Signature of Judge

Date:

RETURN

A copy of this arrest warrant was delivered to

defendant Danny Jerome Singleton III

on 7-25-2017 @ 5:40 PM

W. Wood
 Signature of Detachable Law Enforcement Officer

RETURN WARRANT TO:

General Sessions

1 Courthouse Square E

P O Box 7

Hampton, SC 29924

DATE

ORIGINAL

ORIGINAL

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ORIGINAL

ORIGINAL

ORIGINAL

ORIGINAL

STATE OF SOUTH CAROLINA
☒ County/ ☐ Municipality of

ORIGINAL

AFFIDAVIT

Personally appeared before me the affiant William P Davis

being duly sworn deposes and says that defendant Danny Jerome Singleton, III

did within this county and state on or about 4/25/2017

State of South Carolina (or ordinance of ☒ County/ ☐ Municipality of

in the following particulars:

DESCRIPTION OF OFFENSE: Drugs / Distribute, sell, manuf. or pwid, of cont. sub., near school

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

That on April 25, 2017, at approximately 2:04 pm at the location of Holly Street East, in Hampton, Hampton County, South Carolina, one Danny Jerome Singleton III did within one-half mile of Kinard Field Little League Baseball Fields, located at 512 Kinard Lane, Hampton, South Carolina, distribute a quantity of cocaine and marijuana, controlled substances to a confidential informant working under the direction of the South Carolina Law Enforcement Division. The affiant knows this to be true because the confidential informant was equipped with audio and video surveillance equipment. These substances were submitted to the South Carolina Law Enforcement Division Laboratory and they did test positive for cocaine and marijuana. This being in violation of Section 44-53-445 of the South Carolina Code of Laws 1976 as amended.

Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Affiant's Address P. O. Box 21398

Columbia, SC 29221-

Affiant's Telephone (803)605-0206

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 4/25/2017 defendant Danny Jerome Singleton, III

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of

) as set forth below:

DESCRIPTION OF OFFENSE: Drugs / Distribute, sell, manuf. or pwid, of cont. sub., near school

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of his arrest, or as soon thereafter as is practicable.

Sworn to and subscribed before me on 7/25/2017

Signature of Judge

Algenon Gibson Salemons Jr.

Judge Code: 3363

(L.S.)

Judge's Address 259 Milk Jr. Blvd. South

Essex, SC 29918

Judge's Telephone (803)625-3232

Issuing Court: ☒ Municipal ☐ Magistrate

Municipality of HAMPTON COUNTY, SC

JUL 26 2017

MYLINDA D NETTLES

CLERK OF COURT

Municipality of HAMPTON COUNTY, SC

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112

Exhibit "L"

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500357

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
Case No.: 2018-CP-25-00357

Gary L. Mole, as the Personal)
Representative of the Estate of Eddie Mole,)
Deceased,)

Plaintiff,)

-versus-)

Kramer Apartments, LLC,)

Defendant.)

**DEFENDANT KRAMER
APARTMENTS, LLC'S
ANSWERS TO PLAINTIFF'S
INTERROGATORIES**

TO: CLARISSA JOYNER, ESQUIRE, ATTORNEY FOR THE PLAINTIFF:

Defendant Kramer Apartments, LLC ("Kramer"), by and through its undersigned attorneys, hereby responds to the Plaintiff's Interrogatories as follows:

GENERAL OBJECTIONS

Kramer does not waive the attorney-client, work-product, or any other privilege. Kramer does not concede the relevance or materiality of the requests nor their subject matter. Kramer reserves all rights and, without limitation, specifically reserves the following:

1. All questions as to competency, relevancy, materiality, privilege, and admissibility for any purpose of any of the documents referred to or answers given, or the subject matter thereof in any proceeding;
2. The right to object to other discovery procedures involving or relating to the subject matters of these requests; and
3. The right at any time to revise, correct, add to, or clarify any of the responses set forth herein or documents referenced herein.

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ANSWERS TO INTERROGATORIES

1. Give the names and addresses of persons known to you or your counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

(A) Harry Kramer
c/o Wall Templeton Haldup, P.A.
P.O. Box 1200
Charleston, SC 29402

Mr. Kramer is the sole member of Kramer Apartments, LLC. He is to testify in accordance with his knowledge of the facts and circumstances concerning the allegations of Plaintiff's Complaint. No written or recorded statements have been taken from this witness.

(B) Gary L. Mole
c/o The Law Firm of Clarissa W. Joyner
P.O. box 1724
Orangeburg, S 29116

Mr. Mole is the Plaintiff in this action. He is expected to testify regarding his knowledge of the facts and circumstances concerning the allegations of his Complaint. Kramer is not in the possession of any written or recorded statements of this witness.

- (C) Any witnesses identified by any other party.
- (D) Any expert witnesses identified by any other party.
- (E) Any other witnesses identified through the court of discovery or otherwise.

Kramer reserves the right to supplement this answer in accordance with the South Carolina Rules of Civil Procedure.

2. For each person known to you or your counsel to be witnesses concerning the facts of the case, set forth either summary sufficient to inform other of the important facts known to or observed by such witness provide a copy of written or recorded statements taken from such witness.

ANSWER:

Kramer craves reference to its answer to Interrogatory Number 1.

~~FILED~~

3. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of the party that relate to the claim or the defense in the case.

ANSWER:

Kramer objects to this interrogatory to the extent, as worded, it seeks information that is overly broad, unduly burdensome to produce, and protected by the attorney-client privilege or work-product doctrine. Further answering, and without waiving these objections, Kramer craves reference to documents produced contemporaneously herewith.

4. Identity and describe all correspondence or other written documents, notes, memoranda, and information stored in a computer or otherwise which relate in any way to this litigation.

ANSWER:

Kramer objects to this interrogatory to the extent, as worded, it seeks information that is overly broad, unduly burdensome to produce, and protected by the attorney-client privilege or work-product doctrine. Further answering, and without waiving these objections, none.

5. List the names and addresses of any expert witnesses whom the Defendant proposes to use as witnesses at the trial of the case

ANSWER:

Kramer objects to this interrogatory to the extent it seeks attorney work product or otherwise privileged information or materials. Without waiving this objection, and specifically reserving it, Kramer has not designated any expert for trial but specifically reserves the right to do so and to supplement its answer in accordance with the South Carolina Rules of Civil Procedure. Kramer reserves the right to question and call any expert witnesses identified by the Plaintiff.

6. In connection with expert witness identified in your answer to Interrogatory No. 5, please provide the following information.

- a. State the expert's qualifications;
- b. State the subject matter on which the expert is expected to testify;
- c. State the substance of the facts and opinions to which the expert is expected to testify; and
- d. A summary of the grounds of each opinion.

ANSWER:

Kramer objects to this interrogatory to the extent it seeks attorney work product or otherwise privileged information or materials. Without waiving this objection, and specifically reserving it, Kramer has not designated any expert for trial but specifically reserves the right to do so and to supplement its answer in accordance with the South Carolina Rules of Civil Procedure. Kramer reserves the right to question and call any expert witnesses identified by the Plaintiff.

7. How many rental units are in Kramer Apartments, and who has occupied each unit from 2010 to the present. Please provide full name of each occupant, and a copy of their rental agreement.

ANSWER:

Kramer objects to this interrogatory to the extent that it seeks information regarding every occupant of any apartment over the course of nearly a decade on the basis that it is overly broad, unduly burdensome to produce, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence. Without waiving these objections, and specifically reserving them, the following were tenants subject to a lease agreement at the time of the incident at issue:

(a) 14 Holly Street

Apartment 1 - Shellevese Stokes
Apartment 2 - Eddie Mole
Apartment 3 - Wanda Morgan
Apartment 4 - Janie Priester
Apartment 5 - Albin Jose Chellathurai
Apartment 6 - Nadine Robinson

(b) 12 Holly Street

Apartment 1 - Cipriana Laga
Apartment 2 - Gregory Robertson
Apartment 3 - Anastasia O'Banner
Apartment 4 - Alicia Stoney
Apartment 5 - Jerencia Hill
Apartment 6 - Lashona Wiggins

(c) 10 Holly Street

Apartment 1 - Beena Krishnamma
Apartment 2 - Arthur Rubin

Apartment 3 – Carissa Beckett
 Apartment 4 – Dane Harris
 Apartment 5 – Danny Singleton
 Apartment 6 – Mr. and Mrs. Anthony Murdaugh

(d) 1003 First Street West

Apartment 3 – Tawania Crittington
 Apartment 5 – Hamilton Kemp
 Apartment 7 – Justin Hubbard
 Apartment 9 – Isabella Bryant

Kramer refers Plaintiff to the lease agreements which are being produced contemporaneously with these answers. Some lease agreements, however, cannot be located at this time, including Arthur Rubin's. Kramer reserves the right to supplement this answer.

8. Are all occupants of Kramer Apartments under a lease? If so,
- What are the terms of the leases as relates to subletting?
 - What the terms of the leases are as relates to allowing additional occupants stay at the apartments who are not listed on the lease?
 - What are the terms of the leases as relates to visitors on the premises?
 - Are all tenants and residents at Kramer Apartments screened?
 - Are complete thorough background investigations completed for tenants and residents?

ANSWER:

Each tenant at the apartment complex at issue signs a lease agreement with Kramer. Each tenant has a clause in his or her lease agreement which governs additional occupants. Kramer apartments does not screen tenants or residents nor is it required to by South Carolina law. Persons residing at the apartments but not designated as additional occupants on a tenant's lease agreement are considered visitors and may stay at the apartment for not more than 14 days.

9. Does Kramer Apartments receive housing vouchers or rental assistance for low income renters, and if so, which tenants have received housing voucher or rental assistance from 2010 to the present?

ANSWER:

No.

10. Are there different leases for tenants receiving housing assistance? If so, what are the terms of the leases for those receiving housing assistance, and what are all the terms of the standard leases for Kramer Apartments?

ANSWER:

None of the tenants at the apartment complex at issue receive housing assistance.

11. For tenants receiving housing assistance, what agency is associated with the rental assistance?

ANSWER:

None of the tenants at the apartment complex at issue receive housing assistance.

12. What, if any, criminal activity has occurred at Kramer Apartments from 2010 to the present which led to a law enforcement response, including but not limited to, robberies, grand larceny, petty larceny, thefts, domestic violence, vandalism, car theft, etc.?

ANSWER:

Kramer objects to this interrogatory to the extent, as worded, it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence. Without waiving that objection, and specifically reserving it, and with regard to criminal activity prior to the incident at issue, Kramer only recalls two instances in which he received a report of criminal activity occurring at the apartment complex at issue, both of which were break-ins.

13. What, if any, specific security measures have been taken at Kramer Apartments, including but not limited to, providing security personnel, lighting, locks, and the like?

ANSWER:

Kramer does not provide security personnel at the apartment complex at issue, nor is it required to by South Carolina law. Although not installed for security as their primary purpose, each apartment has a porch light and Kramer installed one light at the request of a tenant whose child stood by the road in the mornings to wait for the bus. Kramer re-keys each apartment in between tenants and has provided replacement door locks to its tenants as needed.

14. How many break-ins have occurred at Kramer Apartments from 2010 to the present?

ANSWER:

Kramer objects to this interrogatory to the extent, as worded, it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence. Without waiving that objection, and specifically reserving it, and with regard to criminal activity prior to the incident at issue, Kramer only recalls two break-ins which were reported to Kramer.

15. How many break-ins occurred at the units rented by Eddie Mole, and when did they occur?

ANSWER:

Kramer was only notified of one break-in to Eddie Mole's apartment that occurred a year or two years before the accident at issue.

16. How long did Eddie Mole reside at Kramer Apartments? When did he first lease a unit from Kramer Apartments? When did his occupancy end? Was he under a lease each year? What were the terms of his leases? Provide a copy of all of his leases.

ANSWER:

Eddie Mole first leased his apartment in 2010. His lease was renewed automatically every year up until the date of his death. Kramer refers Plaintiff to the attached lease agreement for the terms of Eddie Mole's tenancy.

17. What knowledge do you have of robberies on the premises, and when did each occur? Do you have police reports of all criminal incidents on the premises?

ANSWER:

Kramer objects to this interrogatory to the extent, as worded, it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence. Without waiving that objection, and specifically reserving it, and with regard to criminal activity prior to the incident at issue, Kramer only recalls two instances in which he received a report of criminal activity occurring at the apartment complex at issue, both of which were break-ins. Documents have been obtained from law enforcement agencies under FOIA and copies are being produced contemporaneously with these answers.

18. Did Maurice Mitchell, Eddie Mole's assailant, live at Kramer Apartments?

ANSWER:

Maurice Mitchell was a designated occupant under the lease agreement of another tenant, Nadine Robinson.

19. Did Maurice Mitchell, Eddie Mole's assailant, visit Kramer Apartments?

ANSWER:

Maurice Mitchell was a designated occupant under the lease agreement of another tenant, Nadine Robinson.

20. Did Maurice Mitchell commit any crimes at Kramer Apartments?

ANSWER:

Prior to the events involving Eddie Mole on October 28, 2015, Kramer had not received any reports of crimes committed by Maurice Mitchell.

21. Was law enforcement ever called to Kramer Apartments regarding activity of Maurice Mitchell at the apartment premises?

ANSWER:

Prior to the events involving Eddie Mole on October 28, 2015, Kramer had not received any reports of crimes committed by Maurice Mitchell.

22. Were you aware of Maurice Mitchell's criminal record?

ANSWER:

No, nor was Kramer required by South Carolina law to take any action to become aware of Maurice Mitchell's criminal record.

23. Are Nadine Dunbar and Wanda Morgan tenants at Kramer Apartments or have they been tenants in the past? If so, what were the dates of their tenancy? Please provide a copy of their leases.

ANSWER:

Nadine Dunbar, who upon information and belief is also known as Nadine Dunbar Robinson, and Wanda Morgan are current tenants. Please see attached.

24. Did you have knowledge of events occurring on premises, prior to and leading up to the assault on Eddie Mole, including knowledge of two prior break-ins into Eddie Mole's residence?

ANSWER:

Kramer objects to this interrogatory to the extent that it is vague as "events" is not defined. To the extent this interrogatory seeks information regarding prior break-ins to Eddie Mole's apartment, please see Kramer's answer to Interrogatory Number 15.

25. Who controlled the management of the Kramer Apartment premises from 2010 to the present? Please state their full name(s), date(s) of birth, social security number(s), address(es), and current occupation(s).

ANSWER:

Beverly Kamer managed the apartment complex at issue until her death on July 19, 2011. Following her death, her husband, Harry Kramer, assumed management. Harry Kramer's date of birth is January 22, 1938 and his address is 404 Alabama Street, Hampton, SC 29924.

26. Are Kramer Apartments inspected? If so, how often and what does the inspections entail?

ANSWER:

The apartment complex at issue is inspected annually by the Hampton Fire Department for fire extinguishers and smoke detectors. The apartment complex is also inspected annually by pest control. As landlord, Kramer has the right to inspect each apartment annually for cleanliness.

27. Are Kramer Apartments patrolled? If so, how often and by whom?

ANSWER:

No, nor does South Carolina law require that the apartments be patrolled.

28. What, if any, actual or constructive knowledge does Defendant have of criminal activity existing on and around the Premises prior to the shooting of Eddie Mole, including prior violent crimes on the Premises and in the immediate area.

ANSWER:

2 instances

Kramer objects to this interrogatory to the extent, as worded, it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence. Without waiving that objection, and specifically reserving it, and with regard to criminal activity prior to the incident at issue, Kramer only recalls two instances in which he received a report of criminal activity occurring at the apartment complex at issue, both of which were break-ins.

29. What, if any, security devises or measures are taken at Kramer Apartments to prevent or discourage criminal activity?

ANSWER:

Kramer does not provide security at the apartment complex at issue nor is it required to do so under South Carolina law.

30. Did Defendant warn its tenants and invitees, including Eddie Mole, of the existence of break-ins in the apartments or other criminal activity on the premises? If so, how was the warning or notice issued?

ANSWER:

No, nor does South Carolina law require Kramer to do so.

31. What, if any, measures or actions did Defendant take to remedy or reduce the exposure of dangerous conditions or criminal activity to its tenants and invitees, including Eddie Mole?

ANSWER:

As a private landlord, Kramer is not required by South Carolina law to protect its tenants against criminal activity.

32. Did Defendant have notice of two prior break-ins into Eddie Mole apartment prior to his murder?

ANSWER:

Please see Kramer's answer to Interrogatory Number 15.

33. Please identify and describe in detail every prior physical incident, crime and misdeed at Kramer Apartments from 2010 to the present? For each incident, identify the date of its occurrence,

~~FILED~~

the parties involved, whether the police were called as a result, whether any other person or entity was notified, and the resolution.

ANSWER:

Kramer objects to this Interrogatory to the extent that it seeks information is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence. Without waiving this objection, and specifically reserving it, and with regard to criminal activity prior to the incident at issue, please see Kramer's answer to Interrogatory Number 28.

34. Was there was a history or pattern of known criminal activity in or around the apartment complex?

ANSWER:

Kramer craves reference to its answer to Interrogatory Number 28.

35. Whether the Defendant or property manager had ever implemented or upgraded existing security in response to other incidents in or around the apartment complex?

ANSWER:

Kramer objects to this interrogatory to the extent that it is vague as the "other incidents" Plaintiff refers to are not specified. Without waiving that objection, and specifically reserving it, South Carolina law does not require a landlord to provide security at an apartment complex.

36. Whether the Defendant or property manager delayed or cancelled a planned security implementation or upgrade to save money?

ANSWER:

No, nor does South Carolina law require a landlord to provide security at an apartment complex.

37. What were the Defendant's or property manager's previous efforts to actively assess the potential for harmful criminal acts?



ANSWER:

Kramer is not required by South Carolina law to provide security at the apartment complex at issue.

38. What is the Defendant's net worth?

ANSWER:

Kramer objects to this interrogatory to the extent that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence.

39. What is the Defendant's financial ability to implement or upgrade security in relation to the costs of implementation?

ANSWER:

Kramer objects to this interrogatory to the extent that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence. Further, South Carolina law does not require a landlord to provide security.

40. Do maintenance records exist with regard to security equipment such as video surveillance, security alarms, call boxes, gates, doors, windows, locks, or gates?

ANSWER:

Kramer maintains financial records reflecting payments related to the installation, repair, and general upkeep of doors, windows, and locks.

41. How are hallways, stairwells, and areas of ingress/egress, parking lots, or other common areas lighted? Who provided the lightening?

ANSWER:

Upon information and belief, the lights at the apartment complex at issue were installed when the apartment buildings were constructed but Kramer is unaware of what entity was responsible for providing the lighting. Kramer installed one light near the bus stop at the request of a tenant whose child waited there for the school bus.

42. Did the Defendant or property manager had a duty to warn tenants about a specific known threat?

ANSWER:

Whether a duty exists is a question of law to be determined by the trial court. Under South Carolina law, a landlord does not have a duty to provide security at an apartment complex.

43. Was there any security personnel at Kramer Apartments? If so, who provided for them?

ANSWER:

Security personal was not present at apartment complex at issue nor was it required to be provided by Kramer under South Carolina law.

44. Whether the Defendant conducted background checks on potentially dangerous co-tenants, contractors, or maintenance employees?

ANSWER:

Kramer does not conduct background checks nor is Kramer required to do so under South Carolina law.

45. What were the policies or procedures regarding access to an apartment or other area of the premises by non-tenants?

ANSWER:

Visitors are permitted to stay with a tenant for no more than 14 days.

46. Whether the apartment doors with a glass pane next to the lock was faulty in terms of security measures?

ANSWER:

Kramer objects to this interrogatory to the extent the terms "faulty" and "security measures" are not defined. Further, Kramer objects to this interrogatory to the extent it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence. Without waiving these objections, and specifically reserving them, Kramer states that the glass pane next to the door of Eddie Mole's apartment was intact at the time of his murder and not broken by Maurice Mitchell.

47. Do you believe Kramer Apartment has adequate security measures?

ANSWER:

Kramer objects to this interrogatory to the extent that it is vague as "adequate" is not defined.

48. When was Eddie Mole's prior break-ins at his apartment? What was done in response the prior break-ins?

ANSWER:

Only one prior break-in was reported to Kramer. Following that occurrence, Kramer replaced the lock on Eddie Mole's door.

49. What type of lighting is at Kramer Apartments?

ANSWER:

Each apartment has a porch light. Additionally, Kramer installed one light on the premises for a child who waits for the school bus in the mornings.

50. What type of functioning security hardware such as locks are used at Kramer Apartments?

ANSWER:

The door to each apartment has a lock.

51. Has Kramer Apartments installed a security camera system?

ANSWER:

No, nor is Kramer required to do so under South Carolina law.

12/2

DEFENDANT KRAMER APARTMENTS, LLC'S RESPONSES TO PLAINTIFF'S REQUESTS FOR PRODUCTION

Defendant Kramer Apartments, LLC ("Kramer"), by and through its undersigned attorneys, hereby responds to the Plaintiff's Requests for Production as follows:

GENERAL OBJECTIONS

Kramer does not waive the attorney-client, work-product, or any other privilege. Kramer does not concede the relevance or materiality of the requests nor their subject matter. Kramer reserves all rights and, without limitation, specifically reserves the following:

1. All questions as to competency, relevancy, materiality, privilege, and admissibility for any purpose of any of the documents referred to or answers given, or the subject matter thereof in any proceeding;
2. The right to object to other discovery procedures involving or relating to the subject matters of these requests; and
3. The right at any time to revise, correct, add to, or clarify any of the responses set forth herein or documents referenced herein.

REQUESTS FOR PRODUCTION

1. All documents or things identified in the Plaintiffs First Set of Interrogatories or your answers thereto, and All other documents or things relating to Plaintiffs claims or to the facts surrounding the allegations in the complaint, or any other facts related in any way to this lawsuit.

RESPONSE:

Kramer objects to request to the extent, as worded, it seeks information that is overly broad, unduly burdensome to produce, and protected by the attorney-client privilege or work-product doctrine. Further answering, and without waiving these objections, Kramer craves reference to documents produced contemporaneously herewith.

2. The applicable insurance policy or policies providing coverage herein.

RESPONSE:

Please see attached.

3. Kramer Apartment's manager's current driver's license

RESPONSE:

Please see attached driver's license of Harry Kramer.

4. All written communication between Plaintiff and Defendant.

RESPONSE:

None.

5. All written communication between Defendant and any third party concerning the process, acceptance, or denial of the claim/lawsuit listed above.

RESPONSE:

Kramer objects to this request to the extent it seeks information protected by the attorney-client privilege. Without waiving this objection, and specifically reserving it, none.

6. All investigative reports concerning Plaintiff and the claim listed above, and all written communication from any employee of Defendant any third party concerning said report or reports.

RESPONSE:

Kramer objects to this request to the extent it seeks information protected by the attorney-client privilege. Without waiving this objection, and specifically reserving it, none.

7. All inter-office memoranda or intra-office or other form of written communication from any employee of Defendant concerning the claim/lawsuit listed above.

RESPONSE:

Kramer objects to this request to the extent it seeks information protected by the attorney-client privilege. Without waiving this objection, and specifically reserving it, none.

8. All written communication between Defendant and any third party or third party's attorney concerning the claim listed above.

RESPONSE:

Kramer objects to this request to the extent it seeks information protected by the attorney-client privilege. Without waiving this objection, and specifically reserving it, none.

9. All photographs, motion pictures, or investigative reports of Defendant concerning Plaintiff taken by or on behalf of Defendant, relating to the processing or denial of the claim/lawsuit listed above.

RESPONSE:

Kramer objects to this request to the extent it seeks information protected by the attorney-client privilege or attorney work-product doctrine. Without waiving this objection, and specifically reserving it, none.

10. All other written documents including correspondence, telephone notes, Telex, and FAX, and email pertaining to the processing of the above claim/lawsuit in the possession of Defendant not designated in requests numbered 1 through 9.

RESPONSE:

Kramer objects to this request to the extent it seeks information protected by the attorney-client privilege or attorney work-product doctrine. Without waiving this objection, and specifically reserving it, none.

11. The complete copy of the insurance policy covering Kramer Apartments including, but not limited to, the file folders themselves, adjacent exhibit folders, all papers, documents, and investigative but not limited to inter-office memoranda or notes pertaining to the issuance of the policy above-mentioned and any and all written communications or statements made between Defendant and other parties, which directly pertain to issuance of the above-mentioned policy to Defendant.

RESPONSE:

Kramer objects to this request on the basis that it is directed to a non-party, seeks information that is not discoverable under the South Carolina Rules of Civil Procedure, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of

any admissible evidence. Further, this request seeks information that is not in Kramer's custody or control.

12. Each and every document or thing in your possession related to this case and/or Plaintiff.

RESPONSE:

Kramer objects to this request to the extent, as worded, it seeks information that is overly broad, seeks information that is irrelevant and not reasonable calculated to the discovery of any admissible evidence, and seeks information protected by the attorney-client privilege or work-product doctrine. Further answering, and without waiving these objections, Kramer craves reference to documents produced contemporaneously herewith.

13. The complete procedures manuals, policy statements or memoranda which set forth company practices or policies regarding security measures taken at the apartment and/or investigation of crimes at the apartment.

RESPONSE:

None, nor does South Carolina law require such documents.

14. All additions, revisions, deletions or other changes that have been at the apartment for security purposes.

RESPONSE:

To the extent this request seeks the production of documents related to additions, revisions, deletions, or other changes made for security purposes, Kramer is not in the possession of any such documents.

15. Any and all "writings" which constitute all advertising, sales, promotional and/or marketing materials, including sales, promotional, marketing and/or advertising brochures, pamphlets, memoranda and/or letters, or any other type of "writings" whatsoever, used by your company to sell, promote, market and/or advertise Kramer Apartments to the general public.

RESPONSE:

None.

16. Any and all photographs, drawings, reports, sketches, plats, or other prepared material of or relating to the scene of the murder of Eddie Mole or two prior break- ins at Eddie Mole's apartment in possession of Defendant(s) and/or attorney.

RESPONSE:

None other than those documents previously produced by Plaintiff depicting the scene of the murder of Eddie Mole.

17. True and correct copies of all policies of insurance and declarations insuring Kramer Apartments.

RESPONSE:

Please see attached.

18. Copies of any and all statements, either written or recorded, letters, or other prepared materials given by any person, group, corporation or entity who has any information, knowledge, opinions or facts which are or may be applicable to this action.

RESPONSE:

Kramer objects to this request to the extent, as worded, it seeks information that is overly broad, seeks information that is irrelevant and not reasonable calculated to the discovery of any admissible evidence, and seeks information protected by the attorney-client privilege or work-product doctrine. Further answering, and without waiving these objections, none.

19. All documents obtained by the Defendant pursuant to the issuance of subpoenas.

RESPONSE:

Please see attached.

20. If not otherwise provided, the following:

- a. Witness statements
- b. Party statements
- c. All Police reports of alleged criminal activity at Kramer Apartments
- d. Photographs of scene -laser color copies
- e. Photographs of vehicles -laser color copies

- f. Diagrams/maps of scene
- g. Evidence of all Security Measures taken by Kramer Apartments
- h. Any surveillance material of Kramer Apartments

RESPONSE:

Please see attached.

21. All documents and things related to any expert retained to testify, including but not limited to:

- a. Resume/curriculum vitae
- b. Fee chart
- c. All 1099s from your attorney's firm
- d. All 1099s from your insurance company
- e. All cases worked on behalf of your attorney's firm
- f. List of all cases worked on behalf of your insurance company
- g. List of all cases testified in

RESPONSE:

Kramer objects to this request to the extent it seeks attorney work product or otherwise privileged information or materials. Without waiving this objection, and specifically reserving it, Kramer has not designated any expert for trial but specifically reserves the right to do so and to supplement its response in accordance with the South Carolina Rules of Civil Procedure.

22. Copies of all leases for every tenant at Kramer Apartments from 2010 to the present.

RESPONSE:

Kramer objects to this request on the basis that it seeks information that is overly broad, unduly burdensome to produce, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence. Without waiving these objections, and specifically reserving them, please see the attached lease agreements for the tenants of the apartment complex at the time of Eddie Mole's murder.

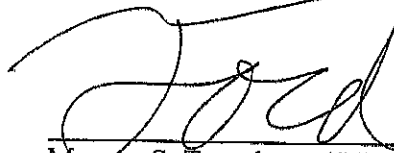
[SIGNATURE INTENTIONALLY ON FOLLOWING PAGE]

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Dated this 22nd day of July, 2019.

Respectfully submitted,

WALL TEMPLETON & HALDRUP, P.A.



Morgan S. Templeton (SC Bar #15456)

Ford H. Thrift (SC Bar #103294)

145 King Street, Suite 300

Post Office Box 1200

Charleston, South Carolina 29402

Telephone: 843-329-9500

Morgan.Templeton@walltempleton.com

Ford.Thrift@walltempleton.com

Attorneys for the Defendant Kramer Apartments,
LLC

CERTIFICATE OF SERVICE

The undersigned employee of WALL TEMPLETON & HALDRUP, P.A. hereby certifies that on this 22nd day of July, 2019, she served a copy of **KRAMER APARTMENTS ANSWERS AND RESPONSES TO PLAINTIFF'S INTERROGATORIES AND REQUESTS FOR PRODUCTION** by placing a copy in a postpaid envelope for collection and processing for mailing, following this business's ordinary practice, with which she is readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited with the United States Postal Service in the ordinary course of business and addressed to the persons hereinafter named, at the places and addresses stated below, which are the last known address, in Charleston, South Carolina:

ADDRESSEE(S)

Clarissa Warren Joyner
Law Offices of Clarissa W. Joyner
Post Office Box 1724
Orangeburg, South Carolina 29116-1724
joynerlawfirm@aol.com
ATTORNEYS FOR PLAINTIFF

Ronnie L. Crosby
Peters Murdaugh Parker
101 Mulberry Street East
Hampton, South Carolina 29924
ATTORNEYS FOR KRAMER'S REAL ESTATE


Sarah Jane Schrodetzki

Exhibit "M"

30-Lite

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2016CP-00229

STATE OF SOUTH CAROLINA

IN THE COURT OF GENERAL SESSIONS

COUNTY OF

Hampton

STATE

Maurice Damon Mitchell vs.

INDICTMENT/CASE#: 2016GS-25-00229

AW#: 2016A2520300085

Date of Offense: 10/28/2015

S.C. Code §: 16-3-10, 16-3-20

CDR Code #: 0116

AKA:

Race: B

Sex: M

Age: 31

DOB: 11/20/186

SS#: 249-60-3937

Address:

City, State, Zip:

DL#:

SID#:

*CDL Yes ☐ No ☐ CMV Yes ☐ No ☐ Hazmat Yes ☐ No ☐

SENTENCE SHEET

In disposition of the said indictment comes now the Defendant who was TO: Murder

☒ CONVICTED OF or ☐ PLEADS

In violation of § 16-3-10, 16-3-20 of the S.C. Code of Laws, bearing CDR Code # 0116

☐ NON-VIOLENT ☒ VIOLENT ☐ SERIOUS ☒ MOST SERIOUS ☐ Mandatory GPS ☐ \$17-25-45 (CSC w/minor 1st or Lewd Act)

The charge is: ☐ As indicted, ☐ Lesser Included Offense,

☐ Defendant Waives Presentation to Grand Jury. (def.'s initials)

The plea is: ☐ Without Negotiations or Recommendation,

☐ Negotiated Sentence, ☐ Recommendation by the State.

ATTEST:

Solicitor

SC Bar #

Defendant

Attorney for Defendant

SC Bar #

WHEREFORE, the Defendant is committed to the State Department of Corrections ☐ County Detention Center, for a determinate term of Life days/months/years or ☐ under the Youthful Offender Act not to exceed _____ years and/or to pay a fine of \$ _____; provided that upon the service of _____ days/months/years and or payment of \$ _____; plus costs and assessments as applicable; the balance is suspended with probation for _____ months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of probation, which are incorporated by reference.

☒ CONCURRENT or ☐ CONSECUTIVE to sentence on:

☐ The Defendant is to be given credit for time served pursuant to S.C. Code §24-13-40 to be calculated and applied by the State Department of Corrections.

☐ The Defendant is to be placed on Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-135.

Pursuant to 18 U.S.C. Section 922, it is unlawful for a person convicted of a violation of Section 16-25-20 or 16-25-65 (Domestic Violence) to ship, transport, possess, or receive a firearm or ammunition.

SPECIAL CONDITIONS:

☐ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☐ Ordered

PTUP

Total: \$ _____ plus 20% fee: \$ _____

_____ days/hours Public Service Employment

Payment Terms:

Obtain GED ☐

☐ Set by SCDPPPS

Attend Voc. Rehab. Or Job Corp.

Recipient:

May serve W/E beginning Substance Abuse Counseling ☐

*Fine:

§14-1-206 (Assessments 107.5%)	\$	
§14-1-211 (A)(1)(Conv. Surcharge)	\$100	\$ <u>100.00</u>
§14-1-211 (A)(2)(DUI Surcharge)	\$100	\$
§56-5-2995 (DUI Assessment)	\$12	\$
§56-1-286 (DUI Breath Test)	\$25	\$
Proviso 61.6 (Public Def/Probation)	\$500	\$
§14-1-212 (Law Enforce. Funding)	\$25	\$ <u>25.00</u>
§14-1-213 (Drug Court Surcharge)	\$150	\$
§50-21-114 (BUI Breath Test Fee)	\$50	\$
§58-5-2942(J) (Vehicle Assessment)	\$40/ea	\$
3% to County (if paid in installments)	\$	\$ <u>3.75</u>

TOTAL

\$ 128.75

Clerk of Court/Deputy Clerk

Court Reporter:

Shirley D. Woods
Bobby Hill

☐ Appointed PD or appointed other counsel. Proviso 61.6 requires \$500 be paid to Clerk during probation and shall be collected before any other fees.

Presiding Judge

Judge Code:

Sentence Date

11/29/17

SCCA/217 (07/2016)

135

15-Life

STATE OF SOUTH CAROLINA

IN THE COURT OF GENERAL SESSIONS

COUNTY OF

Hampton

STATE

VS.

Maurice Damon Mitchell

INDICTMENT/CASE#: 2015-GS25-00375

AW#: 2015A2520300162

Date of Offense: 10/28/2015

S.C. Code §: 16-11-711

CDR Code #: 0079

AKA:

Race:

DOB:

Address:

City, State, Zip:

DL#

SID#

*CDL Yes ☐ No ☐ CMV Yes ☐ No ☐ Hazmat Yes ☐ No ☐

In disposition of the said indictment comes now the Defendant who was

☒ CONVICTED OF or ☐ PLEADS

TO:

Burglar 1st degree

In violation of § 16-11-711 of the S.C. Code of Laws, bearing CDR Code # 0079

☐ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS ☐ §17-25-45

(GSC w/minor 1st or Lewd Act)

The charge is: ☐ As Indicted, ☐ Lesser Included Offense,☐ Defendant Waives Presentment to Grand Jury.

(def.'s initials)

The plea is: ☐ Without Negotiations or Recommendation,☐ Negotiated Sentence,☐ Recommendation by the State.

ATTEST:

Solicitor

SC Bar #

Defendant

Attorney for Defendant

SC Bar #

WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections ☐ County Detention Center, for a determinate term of Life days/months/years or ☐ under the Youthful Offender Act not to exceed 10 years and/or to pay a fine of \$ 100.00 provided that upon the service of 10 days/months/years and or payment of \$ 100.00; plus costs and assessments as applicable; the balance is suspended with probation for 10 months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of probation, which are incorporated by reference.

☒ CONCURRENT or ☐ CONSECUTIVE to sentence on:☐ The Defendant is to be given credit for time served pursuant to S.C. Code §24-13-40 to be calculated and applied by the State Department of Corrections.☐ The Defendant is to be placed on Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-136.

Pursuant to 18 U.S.C. Section 922, it is unlawful for a person convicted of a violation of Section 16-25-20 or 16-25-65 (Domestic Violence) to ship, transport, possess, or receive a firearm or ammunition.

SPECIAL CONDITIONS:

☐ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☐ Ordered

PTUP

Total: \$ 100.00 plus 20% fee: \$ 20.0010 days/hours Public Service Employment

Payment Terms:

Obtain GED ☐☐ Set by SCDPPPS

Attend Voc. Rehab. Or Job Corp.

Recipient:

May serve W/E beginning

Substance Abuse Counseling ☐Random Drug/Alcohol Testing ☐

Fine may be pd. in equal consecutive weekly/monthly

pmts. of \$ 100.00 Beginning\$ 100.00 Paid to Public Defender Fund

Other:

*Fine:

§14-1-206 (Assessments 107.5%)

§14-1-211 (A)(1)(Conv. Surcharge)

§14-1-211 (A)(2)(DUI Surcharge)

§56-5-2985 (DUI Assessment)

§56-1-286 (DUI Breath Test)

Proviso 61.6 (Public Def/Probation)

§14-1-212 (Law Enforce. Funding)

§14-1-213 (Drug Court Surcharge)

§50-21-114 (BUI Breath Test Fee)

§56-5-2942(J) (Vehicle Assessment)

3% to County (if paid in installments)

TOTAL

Clerk of Court/Deputy Clerk

Court Reporter:

SCCA/217 (07/2016)

☐ Appointed PD or appointed other counsel, Proviso 61.6 requires \$600 be paid to Clerk during probation and shall be collected before any other fees.

Presiding Judge

Judge Code:

Sentence Date

136

STATE OF SOUTH CAROLINA

IN THE COURT OF GENERAL SESSIONS

COUNTY OF

Hampton

STATE

Maurice vs. Damon Mitchell

AKA:

Race:

Sex:

Age: 31

DOB:

11/20/86

SS#:

249-65-3937

Address:

City, State, Zip:

DL#

SID#

*CDL Yes ☐ No ☐ CMV Yes ☐ No ☐ Hazmat Yes ☐ No ☐

In disposition of the said indictment comes now the Defendant who was

☒ CONVICTED OF or ☐ PLEADS

TO:

In violation of §

44-53-375

of the S.C. Code of Laws, bearing CDR Code #

3009

☐ NON-VIOLENT☐ VIOLENT☐ SERIOUS☐ MOST SERIOUS☐ Mandatory GPS☐ §17-25-45

The charge is:

☐ As indicted,☐ Lesser Included Offense,☐ Defendant Waives Presentment to Grand Jury.

(def.'s initials)

The plea is:

☐ Without Negotiations or Recommendation,☐ Negotiated Sentence.☐ Recommendation by the State.

ATTEST:

Solicitor

SC Bar #

Defendant

Attorney for Defendant

SC Bar #

WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections ☐ County Detention Center, for a determinate term of 3 days/months/years or ☐ under the Youthful Offender Act not to exceed _____ years and/or to pay a fine of \$ _____; provided that upon the service of _____ days/months/years and or payment of \$ _____; plus costs and assessments as applicable*; the balance is suspended with probation for _____ months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of probation, which are incorporated by reference.

☐ CONCURRENT or ☐ CONSECUTIVE to sentence on:☐ The Defendant is to be given credit for time served pursuant to S.C. Code §24-13-40 to be calculated and applied by the State Department of Corrections.☐ The Defendant is to be placed on Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-135.

Pursuant to 18 U.S.C. Section 922, it is unlawful for a person convicted of a violation of Section 16-25-20 or 16-25-65 (Domestic Violence) to ship, transport, possess, or receive a firearm or ammunition.

SPECIAL CONDITIONS:

☐ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☐ Ordered

PTUP

Total: \$ _____ plus 20% fee: \$ _____

_____ days/hours Public Service Employment

Payment Terms: _____

Obtain GED ☐☐ Set by SCDPPPS

Attend Voc. Rehab. Or Job Corp.

Recipient: _____

May serve W/E beginning

Substance Abuse Counseling ☐Random Drug/Alcohol Testing ☐

Fine may be pd. in equal consecutive weekly/monthly

pmts. of \$ _____ Beginning _____

\$ _____ Paid to Public Defender

Other: _____

*Fine:

§14-1-206 (Assessments 107.5%)	\$	
§14-1-211 (A)(1)(Conv. Surcharge)	\$100	\$ 100.00
§14-1-211 (A)(2)(DUI Surcharge)	\$100	\$
§56-5-2995 (DUI Assessment)	\$12	\$
§56-1-286 (DUI Breath Test)	\$25	\$
Proviso 61.6 (Public Def/Probation)	\$500	\$
§14-1-212 (Law Enforce. Funding)	\$25	\$ 25.00
§14-1-213 (Drug Court Surcharge)	\$150	\$ 150.00
§50-21-114 (BUI Breath Test Fee)	\$50	\$
§56-5-2942(J) (Vehicle Assessment)	\$40/ea	\$
3% to County (if paid in installments)	\$	\$ 3.75

TOTAL

\$ 128.75

\$ 283.25

Clerk of Court/Deputy Clerk

Court Reporter:

Melinda D. Nokes
Becky Hill

☐ Appointed PD or appointed other counsel, Proviso 61.6 requires \$500 be paid to Clerk during probation and shall be collected before any other fees.

Presiding Judge

Judge Code:

Sentence Date

2104
11/28/17

STATE OF SOUTH CAROLINA

COUNTY OF

Hampton

STATE

vs.
Mawell Demon Mitchell

AKA:

Race:

DOB:

Address:

City, State, Zip:

DL#

SID#

*CDL Yes ☐ No ☐ CMV Yes ☐ No ☐ Hazmat Yes ☐ No ☐

In disposition of the said indictment comes now the Defendant who was

☒ CONVICTED OF or ☐ PLEADSTO: Possession of weapon during commission of violent crimeIn violation of § 16-23-490for the S.C. Code of Laws, bearing CDR Code # 0549☐ NON-VIOLENT☐ VIOLENT☐ SERIOUS☐ MOST SERIOUS☐ Mandatory GPS☐ §17-25-45

The charge is:

☐ As indicted,☐ Lesser Included Offense,☐ Defendant Waives Presentment to Grand Jury.

(del.'s initials)

The plea is:

☐ Without Negotiations or Recommendation,☐ Negotiated Sentence.☐ Recommendation by the State.

ATTEST:

Solicitor SC Bar # Defendant Attorney for Defendant SC Bar #
 WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections ☐ County Detention Center,
 for a determinate term of 5 days/months/years or ☐ under the Youthful Offender Act not to exceed 5 years
 and/or to pay a fine of \$ 100.00; provided that upon the service of 5 days/months/years and or payment
 of \$ 100.00; plus costs and assessments as applicable; the balance is suspended with probation for 5 months/years
 months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of probation, which are
 incorporated by reference.

☒ CONCURRENT or ☐ CONSECUTIVE to sentence on:☐ The Defendant is to be given credit for time served pursuant to S.C. Code §24-13-40 to be calculated and applied by the State Department of Corrections.☐ The Defendant is to be placed on Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-26-135.

Pursuant to 18 U.S.C. Section 922, it is unlawful for a person convicted of a violation of Section 16-25-20 or 16-25-65 (Domestic Violence) to ship, transport, possess, or receive a firearm or ammunition.

SPECIAL CONDITIONS:

☐ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☐ Ordered

PTUP

Total: \$ 100.00 plus 20% fee: \$ 20.005 days/hours Public Service EmploymentPayment Terms: Set by SCDPPPSObtain GED ☐Recipient: Becky Hill

Attend Voc. Rehab. Or Job Corp.

May serve W/E beginning

Substance Abuse Counseling ☐Random Drug/Alcohol Testing ☐

Fine may be pd. in equal consecutive weekly/monthly

pmts. of \$ 25.00 Beginning\$ 25.00 Paid to Public Defender FundOther: 25.00

*Fines:

\$14-1-206 (Assessments 107.5%)	\$	
\$14-1-211 (A)(1)(Conv. Surcharge)	\$100	\$ 100.00
\$14-1-211 (A)(2)(DUI Surcharge)	\$100	\$
\$56-5-2095 (DUI Assessment)	\$12	\$
\$56-1-286 (DUI Breath Test)	\$25	\$
Proviso 61.6 (Public Def/Probation)	\$500	\$
\$14-1-212 (Law Enforce. Funding)	\$25	\$ 25.00
\$14-1-213 (Drug Court Surcharge)	\$150	\$
\$50-21-114 (BUI Breath Test Fee)	\$50	\$
\$56-5-2942(J) (Vehicle Assessment)	\$40/ea	\$
3% to County (if paid in installments)		\$ 3.75

TOTAL

\$ 128.75

Clerk of Court/Deputy Clerk

Court Reporter: Becky Hill

☐ Appointed PD or appointed other counsel,
 Proviso 61.6 requires \$500 be paid to Clerk
 during probation and shall be collected before
 any other fees.

Presiding Judge

Judge Code: 2134Sentence Date: 11/25/17

WITNESSES

N A Ginn - Hampton Police Department

J. E. Sullivan - Hampton Police
Department

DOCKET NO. 2018GS2500229

The State of South Carolina
County of Hampton

COURT OF GENERAL SESSIONS

June Term 2016

THE STATE

vs.

Maurice Demon Mitchell

Indictment For

Murder

SC Code: 16-3-10

CDR Code: 0116

After being fully advised as to my
legal rights, I hereby waive
presentment to the Grand Jury.

Defendant

I
hereby appear in my own proper
person and plead guilty to the within
indictment or to

Defendant

Witness:

C.C.C. PLS. and G.S.

ARREST WARRANT NUMBER

2016A2520300085
2016A250300085- LHM 7/6/16

TRUE BILL

Foreperson of Grand Jury

Date:

JUN 30 2016

VERDICT

Guilty

Foreperson of Petit Jury

Date:

11/29/17

INDICT

TRUE COPY
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
6/29/18

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2018CP2500375

[Handwritten mark]

WITNESSES

N A Ginn - Hampton Police Department

J. E. Sullivan - Hampton Police Department

DOCKET NO. 2015GS2500375

The State of South Carolina

County of Hampton

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant

COURT OF GENERAL SESSIONS

June Term 2016

I hereby appear in my own proper person and plead guilty to the within indictment or to

ARREST WARRANT NUMBER

2015A2520300182

THE STATE

VS.

Maurice Demon Mitchell

[Handwritten signature]

Indictment For

Burglary - 1st Degree

SC Code: 16-11-311(A)

CDR Code: 0079

TRUE BILL

Foreperson of Grand Jury

Date: JUN 30 2016

Defendant

VERDICT

Guilty

Witness:

Foreperson of Petit Jury

Date: 11/29/17
INDICT

C.C.C. PLS. and G.S.

TRUE COPY
CLERK OF COURT FOR
COUNTY OF HAMPTON, S.C.
[Handwritten signature]

141

2015A2520300162

ARREST WARRANT

STATE OF SOUTH CAROLINA
☐ County/ ☒ Municipality of
HAMPTON

THE STATE
against

MAURICE DEMON MITCHELL

Address: 671 BAYSHORE DR

FAIRFAX SC 29827

Phone: SSN: 249-65-3937

Sex: M Race: B Height: 5-9 Weight: 160

DL State: SC DL#: 100205069

DOB: 11/20/1986 Agency OR#: SC0250300

Prosecuting Agency: HAMPTON POLICE DEPARTMENT

Prosecuting Officer: GINN N

Offense: BURGLARY - 1ST DEGREE

Offense Code: 0079

Code/Ordinance Sec: 16-11-0311

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☒ Municipality of

HAMPTON

The accused

is to be arrested and brought before me to be
dealt with according to law.

Signature of Judge

Date: 10/29/2015

(L.S.)

RETURN

A copy of this arrest warrant was delivered to
defendant MAURICE DEMON MITCHELL

on 10/29/2015

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

JOHN STANLEY

608 FIRST STREET WEST

HAMPTON, SC 29924

A TRUE COPY

CLERK OF COURT FOR
HAMPTON COUNTY S.C.

DATE

STATE OF SOUTH CAROLINA
☐ County/ ☒ Municipality of
HAMPTON

AFFIDAVIT

Personally appeared before me the affiant N A GINN

being duly sworn deposes and says that defendant MAURICE DEMON MITCHELL

did within this county and state on 10/28/2015 to 10/28/2015

State of South Carolina (for ordinance of ☐ County/ ☒ Municipality of HAMPTON

in the following particulars: DESCRIPTION OF OFFENSE: 16-11-0311 / BURGLARY - 1ST DEGREE

I further state that there is probable cause to believe that the defendant named above did commit
the crime set forth and that probable cause is based on the following facts:

ON OCTOBER 28TH, 2015 AT APPROXIMATELY 1805 HOURS, AT 14 HOLLY STREET EAST, APARTMENT NUMBER TWO (2), IN THE TOWN OF
HAMPTON, COUNTY OF HAMPTON, STATE OF SOUTH CAROLINA, THE DEFENDANT MAURICE DEMON MITCHELL DID SHOOT AND ASSAULT THE VICTIM
(JEDIE MOLES) WITH A SILVER COLOR RUGER P84, 40 CALIBER HANDGUN, AFTER FORCING HIMSELF INTO THE VICTIM'S APARTMENT (#2).
THE DEFENDANT ACKNOWLEDGED THAT HE CONFRONTED THE VICTIM IN THE PARKING AREA, PRESENTED THE AFOREMENTIONED
HANDGUN, POINTED IT AT THE VICTIM THROUGH A PARTIALLY OPENED DOOR, THEN FOUGHT WITH THE VICTIM OVER CONTROL OF THE
DOOR, FIRING A SHOT, AND THEN PISTOL WHIPPING THE VICTIM IN THE HEAD AREA. HE THEN FLED THE SCENE LEAVING A FOUR (4) AND
ONE (1) YEAR OLD IN APARTMENT NUMBER SIX (6). HE TOOK THE VICTIM'S KEYS AND CELLULAR PHONE BEFORE HE LEFT THE APARTMENT.
THIS WAS DONE AGAINST SOUTH CAROLINA CODE OF LAWS OF 1978 AS AMENDED.

Signature of Affiant

STATE OF SOUTH CAROLINA

☐ County/ ☒ Municipality of

HAMPTON

Affiant's Address: 608 FIRST STREET WEST

HAMPTON SC 29924

Affiant's Telephone: 8039432421

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER IN THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that
on 10/28/2015 defendant MAURICE DEMON MITCHELL

did violate the criminal laws of the State of South Carolina (for ordinance of

☐ County/ ☒ Municipality of HAMPTON

) as set forth below:

DESCRIPTION OF OFFENSE: BURGLARY / BURGLARY (AFTER JUNE 20, 1985) - FIRST DEGREE

FILED

OCT 30 2015

CLERK OF COURT
HAMPTON COUNTY

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said
defendant and bring him or her before me forthwith to be dealt with according to the law. A copy of this Arrest Warrant shall be delivered
to the defendant at the time of its execution, or as soon thereafter as is practicable.

Sworn to and subscribed before me

on 10/29/2015

BRENDA JAMISON

Judge Code: 6942

ORIGINAL

Judge's Address: 608 FIRST STREET WEST

HAMPTON SC 29924

Judge's Telephone: (803) 943-2421

Issuing Court: ☐ Magistrate ☒ Municipal ☐ Circuit

Case: 201510281805

WITNESSES

N A Ginn - Hampton Police Department

J. E. Sullivan - Hampton Police Department

DOCKET NO. 2015GS2500373

The State of South Carolina

County of Hampton

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant

COURT OF GENERAL SESSIONS

June Term 2016

hereby appear in my own proper person and plead guilty to the within indictment or to

ARREST WARRANT NUMBER

2015A2520300160

THE STATE

vs.

Maurice Demon Mitchell

Indictment For

Possession of Weapon During Violent Crime

SC Code: 16-23-490

CDR Code: 0549

Defendant

Witness:

C.C.C. PLS. and G.S.

TRUE BILL

Foreperson of Grand Jury

Date:

JUN 30 2016

VERDICT

Guilty

Foreperson of Petit Jury

Date:

11/24/17

INDICT

TRUE COPY
MAINTAINED FOR
COURT OF GENERAL SESSIONS
CLERK OF COURT
6-1-18
STATE

WITNESSES

N A Ginn - Hampton Police Department

J. E. Sullivan - Hampton Police
Department

DOCKET NO. 2015GS2500369

**The State of South Carolina
County of Hampton**

After being fully advised as to my
legal rights, I hereby waive
presentment to the Grand Jury.

Defendant

COURT OF GENERAL SESSIONS

June Term 2016

I
hereby appear in my own proper
person and plead guilty to the within
indictment or to

ARREST WARRANT NUMBER

2015A2520300156

THE STATE

vs.

Maurice Demon Mitchell

Indictment For

Methamphetamine, Cocaine Base,
and Ephedrine

SC Code: 44-53-375(A)

CDR Code: 3009

TRUE BILL

Foreperson of Grand Jury

Date:

JUN 30 2016

Defendant

VERDICT

Guilty

Witness:

Foreperson of Petit Jury

Date: 11/29/17

INDICT

C.C.C. PLS. and G.S.

TRUE COPY
FILED OF COURT FOR
HAMPTON COUNTY S.C.
6/29/18
ELWC

144

ELECTRONICALLY FILED - 2019 Sep 27 12:10 AM
2015A2520300156

STATE OF SOUTH CAROLINA
☐ County/ ☒ Municipality of
HAMPTON

THE STATE
against

MAURICE DEMON MITCHELL

Address: 671 BAYSHORE DR

FAIRFAX SC 29827

Phone: SSN: 249-65-3937

Sex: M Race: B Height: 5-9 Weight: 160

DOB: 11/20/1986 DM#: 100205069

Agency OR#: SC0250300

Prosecuting Agency: HAMPTON POLICE DEPARTMENT

Prosecuting Officer: DRAWDY B

Offense: POSSESSION OF CRACK COCAINE

Code/Ordinance Sec: 44-53-0375 Offense Code: 3009

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☒ Municipality of

HAMPTON

The accused
is to be arrested and brought before me to be
dealt with according to law.

Signature of Judge

(L.S.)

D- 10/29/2015

RETURN

A copy of this arrest warrant was delivered to
defendant MAURICE DEMON MITCHELL
on 10/29/2015

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

JOHN STANLEY

608 FIRST STREET WEST

HAMPTON, SC 29924

MAURICE DEMON MITCHELL - CASE#2018CP2500357
AFFIDAVIT

☐ County/ ☒ Municipality of
HAMPTON

Personally appeared before me the affiant

B C DRAWDY LT

being duly sworn deposes and says that defendant MAURICE DEMON MITCHELL

did within this county and state on 10/28/2015 to 10/28/2015

State of South Carolina (or ordinance of ☐ County/ ☒ Municipality of HAMPTON

in the following particulars:

DESCRIPTION OF OFFENSE: 44-53-0375 / POSSESSION OF CRACK COCAINE

I further state that there is probable cause to believe that the defendant named above did commit
the crime set forth and that probable cause is based on the following facts:

ON OCTOBER 28 2015, IN THE TOWN OF HAMPTON, COUNTY OF HAMPTON, MAURICE DEMON MITCHELL DID HAVE IN HIS POSSESSION
APPROXIMATELY ONE GRAM OF WHITE ROCK LIKE SUBSTANCE, BELIEVED TO BE CRACK COCAINE. THE WHITE ROCK LIKE SUBSTANCE WAS
FOUND ON MITCHELL AFTER HE WAS ARRESTED FOR ANOTHER CRIME THAT TOOK PLACE AND HE FLED FROM OFFICERS ON FOOT BEFORE
BEING APPREHENDED. THIS IS A VIOLATION OF THE SOUTH CAROLINA CODE OF LAWS.

Signature of Affiant

STATE OF SOUTH CAROLINA

☐ County/ ☒ Municipality of

HAMPTON

Affiant's Address

608 FIRST ST W
HAMPTON SC 29924

Affiant's Telephone (803) 943-2421

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER IN THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that
on 10/28/2015 defendant MAURICE DEMON MITCHELL

did violate the criminal laws of the State of South Carolina (or ordinance of

☐ County/ ☒ Municipality of HAMPTON

DESCRIPTION OF OFFENSE: SIMPLE POSSESSION OF CRACK COCAINE

OCT 30 2015

CLERK OF COURT

HAMPTON COUNTY

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said
defendant and bring him or her before me forthwith to be dealt with according to the law. A copy of this Arrest Warrant shall be delivered
to the defendant at the time of its execution, or as soon thereafter as is practicable.

Sworn to and subscribed before me

on 10/29/2015

BRENDA JAMISON

Judge Code: 6942

ORIGINAL

Form Approved by
S.C. Attorney General
Sept 21, 2015
SCL 918

WITNESSES

N A Ginn - Hampton Police Department

J. E. Sullivan - Hampton Police
Department

DOCKET NO. 2015GS2500372

The State of South Carolina

County of Hampton

COURT OF GENERAL SESSIONS

June Term 2016

THE STATE

vs.

Maurice Demon Mitchell

Indictment For

Unlawful Carrying of Pistol

SC Code: 16-23-20

CDR Code: 0044

After being fully advised as to my
legal rights, I hereby waive
presentment to the Grand Jury.

Defendant

hereby appear in my own proper
person and plead guilty to the with
indictment or to

Defendant

Witness:

C.C.C. PLS. and G.S.

ARREST WARRANT NUMBER

2015A2520300159

TRUE BILL

Foreperson of Grand Jury

Date: JUN 30 2016

VERDICT

Foreperson of Petit Jury

Date:

INDICT

ELECTRONICALLY FILED - 2016 Sep 27 12:10 AM - HAMPTON - COMMON PLEAS - CASE#2016CP2500357

A TRUE COPY
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
DATE 5-23-19
pages 1-2

A TRUE COPY
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
DATE 5-23-19

mon
#1

146

ARREST WARRANT

2015A2520300159

STATE OF SOUTH CAROLINA

☐ County/ ☒ Municipality of
HAMPTON

THE STATE

against

MAURICE DEMON MITCHELL

Address: 671 BAYSHORE DR
FAIRFAX SC 29827

Phone: SSN: 249-65-3937

Sex: M Race: B Height: 5-9 Weight: 160

DL State: SC DL#: 100205069

DOB: 11/20/1986 Agency DR#: SC0250300

Prosecuting Agency: HAMPTON POLICE DEPARTMENT

Prosecuting Officer: GINN N

Offense: UNLAWFUL CARRYING OF PISTOL

Offense Code: 0044

Code/Ordinance Sec. 16-23-0020,

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☒ Municipality of

HAMPTON

Is to be arrested and brought before me to be
dealt with according to law.

The accused

Signature of Judge

Date: 10/29/2015

(L.S.)

RETURN

A copy of this arrest warrant was delivered to
defendant MAURICE DEMON MITCHELL

on 10/29/2015

Brenda Jamison Lt H-4
Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

JOHN STANLEY

608 FIRST STREET WEST

HAMPTON, SC 29924

A TRUE COPY
Clerk of Court for
HAMPTON COUNTY, S.C.
DATE 8-6-19

AFFIDAVIT

STATE OF SOUTH CAROLINA

☐ County/ ☒ Municipality of
HAMPTON

Personally appeared before me the affiant N A GINN

being duly sworn deposes and says that defendant MAURICE DEMON MITCHELL

did within this county and state on 10/28/2015 to 10/28/2015

State of South Carolina for ordinance of ☐ County/ ☒ Municipality of HAMPTON

in the following particulars:

DESCRIPTION OF OFFENSE: 16-23-0020, 16-23-0050 (A) (2) / UNLAWFUL CARRYING OF PISTOL

I further state that there is probable cause to believe that the defendant named above did commit
the crime set forth and that probable cause is based on the following facts:ON OCTOBER 28TH, 2015 AT APPROXIMATELY 1805 HOURS, AT 14 HOLLY STREET EAST, APARTMENT NUMBER TWO (2), IN THE TOWN OF
HAMPTON, COUNTY OF HAMPTON, STATE OF SOUTH CAROLINA, THE DEFENDANT, MAURICE MITCHELL DID SHOOT AND ASSAULT THE VICTIM
(JEDIE MOLE) WITH A SILVER COLOR RUGER P94, .40 CALIBER HANDGUN, AFTER FORCING HIMSELF INTO THE VICTIM'S APARTMENT (#2).
THE DEFENDANT ACKNOWLEDGED THAT HE CONFRONTED THE VICTIM IN THE PARKING AREA, PRESENTED THE AFOREMENTIONED
HANDGUN, POINTED IT AT THE VICTIM THROUGH A PARTIALLY OPENED DOOR, THEN FOUGHT WITH THE VICTIM OVER CONTROL OF THE
DOOR, FIRING A SHOT, AND THEN "PISTOL WHIPPING" THE VICTIM IN THE HEAD AREA. HE THEN TOOK THE VICTIM'S KEYS, CELLULAR PHONE
AND FLED THE APARTMENT INTO A WOODED AREA. THIS WAS DONE AGAINST SOUTH CAROLINA CODE OF LAWS OF 1976 AS AMENDED.

Signature of Affiant

STATE OF SOUTH CAROLINA

☐ County/ ☒ Municipality of
HAMPTON

Affiant's Address

608 W FIRST ST

HAMPTON SC 29924

Affiant's Telephone

(803) 943-2421

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER IN THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

defendant MAURICE DEMON MITCHELL

did violate the criminal laws of the State of South Carolina for ordinance of

☐ County/ ☒ Municipality of HAMPTON

DESCRIPTION OF OFFENSE: WEAPONS / UNLAWFUL CARRYING OF PISTOL

FILED

OCT 30 2015

CLERK OF COURT

HAMPTON COUNTY

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to
defendant and bring him or her before me forthwith to be dealt with according to the law. A copy of this Arrest Warrant shall be delivered
to the defendant at the time of its execution, or as soon thereafter as is practicable.

Sworn to and subscribed before me

on 10/29/2015

Brenda C. Jamison
BRENDA JAMISON

Judge's Address 608 FIRST STREET WEST

HAMPTON SC 29924

Judge's Telephone (803) 943-2421

Issuing Court: ☐ Magistrate☒ Municipal ☐ Circuit

Case: 201510281805

ORIGINAL

WITNESSES

N A Ginn - Hampton Police Department

J. E. Sullivan - Hampton Police Department

DOCKET NO. 2015GS2500371

The State of South Carolina
County of Hampton

COURT OF GENERAL SESSIONS

June Term 2016

THE STATE

vs.

Maurice Demon Mitchell

Indictment For

Possess or Acquire Handgun

SC Code: 16-23-30(B), 16-23-30(A)(1)

CDR Code: 2364

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant

I hereby appear in my own proper person and plead guilty to the within indictment or to

Defendant

Witness:

C.C.C. PLS. and G.S.

ARREST WARRANT NUMBER

2015A2520300158

TRUE BILL

Foreperson of Grand Jury

Date: JUN 30 2016

VERDICT

Foreperson of Petit Jury

Date:

INDICT

ELECTRONICALLY FILED - 2016 Sep 27 12:10 AM - HAMPTON, COMMON PLEAS - CASE#2016CP2500357

A TRUE COPY
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
5-23-16

A TRUE COPY
CLERK OF COURT FOR
HAMPTON COUNTY, S.C.
DATE 5-23-16
Pages 1-2

ARREST WARRANT

2015A2520300157

STATE OF SOUTH CAROLINA

County: ☒ Municipality of

HAMPTON

THE STATE
against

MAURICE DEMON MITCHELL

Address: 671 BAYSHORE DR

FAIRFAX SC 29827

Phone: SSN: 249-65-3937

Sex: M Race: B Height: 5-9 Weight: 160

DL State: SC DL#: 100205069

DOB: 11/20/1986 Agency OR#: SC0250300

Prosecuting Agency: HAMPTON POLICE DEPARTMENT

Prosecuting Officer: GINN N

Offense: DISCHARGING FIREARM INTO A

DWELLING Offense Code: 0052

Code/Ordinance Sec: 16-23-0440 (A)

This warrant is CERTIFIED FOR SERVICE in the
☐ County/ ☒ Municipality of
HAMPTON The accused
is to be arrested and brought before me to be
dealt with according to law.

Signature of Judge

(I.S.)

Date: 10/29/2015

RETURN

A copy of this arrest warrant was delivered to
defendant MAURICE DEMON MITCHELL
on 10/29/2015

Signature of Constable Law Enforcement Officer

RETURN WARRANT TO:

JOHN STANLEY

608 FIRST STREET WEST

HAMPTON, SC 29924

CLERK OF COURT FOR
HAMPTON COUNTY S.C.
DATE: 10-10-19

STATE OF SOUTH CAROLINA
County: ☒ Municipality of
HAMPTON

AFFIDAVIT

Personally appeared before me the affiant, N A GINN
being duly sworn deposes and says that defendant MAURICE DEMON MITCHELL
did within this county and state on 10/28/2015 to 10/28/2015 violate the criminal laws of the
State of South Carolina (or ordinance of ☐ County/ ☒ Municipality of HAMPTON
in the following particulars:

DESCRIPTION OF OFFENSE: 16-23-0440 (A) / DISCHARGING FIREARM INTO A DWELLING

I further state that there is probable cause to believe that the defendant named above did commit
the crime set forth and that probable cause is based on the following facts:

ON OCTOBER 28TH, 2015 AT APPROXIMATELY 1805 HOURS, AT 14 HOLLY STREET EAST, APARTMENT NUMBER TWO (2), IN THE TOWN OF
HAMPTON, COUNTY OF HAMPTON, STATE OF SOUTH CAROLINA, THE DEFENDANT MAURICE DEMON MITCHELL DID SHOOT AND ASSAULT THE VICTIM
(JEDIE MOLES) WITH A SILVER COLOR RUGER P84, 40 CALIBER HANDGUN, AFTER FORCING HIMSELF INTO THE VICTIM'S APARTMENT (#2).
THE DEFENDANT ACKNOWLEDGED THAT HE CONFRONTED THE VICTIM IN THE PARKING AREA, PRESENTED THE ABOVEMENTIONED
HANDGUN, POINTED IT AT THE VICTIM THROUGH A PARTIALLY OPENED DOOR, THEN FOUGHT WITH THE VICTIM OVER CONTROL OF THE
DOOR, FIRING A SHOT, AND THEN PISTOL WHIPPING THE VICTIM IN THE HEAD AREA. HE THEN TOOK THE VICTIM'S KEYS, CELLULAR PHONE
AND FLED THE APARTMENT INTO A WOODED AREA. THIS WAS DONE AGAINST SOUTH CAROLINA CODE OF LAWS OF 1976 AS AMENDED.

Signature of Affiant

STATE OF SOUTH CAROLINA
County: ☐ Municipality of
HAMPTON

Affiant's Address: 608 W FIRST ST

HAMPTON SC 29924

Affiant's Telephone: (803) 943-2421

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER IN THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

If appearing from the above affidavit that there are reasonable grounds to believe that
on 10/28/2015 defendant MAURICE DEMON MITCHELL

did violate the criminal laws of the State of South Carolina (or ordinance of
☐ County/ ☒ Municipality of HAMPTON

DESCRIPTION OF OFFENSE: WEAPONS / DISCHARGING FIREARMS INTO A DWELLING as set forth below:

OCT 30 2015

CLERK OF COURT

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said
defendant and bring him or her before me forthwith to be dealt with according to the law. A copy of this Arrest Warrant shall be delivered
to the defendant at the time of its execution, or as soon thereafter as is practicable.
Sworn to and subscribed before me)

on 10/29/2015

Signature of Judge

Judge's Address: 608 FIRST STREET WEST
HAMPTON SC 29924

Judge's Telephone: (803) 943-2421

Issuing Court: ☐ Magistrate ☒ Municipal ☐ Circuit

ORIGINAL

Case: 201510281805

[Handwritten mark]

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

GARY L. MOLE, AS THE PERSONAL
REPRESENTATIVE OF THE ESTATE OF
EDDIE MOLE, DECEASED,

Plaintiff

vs.

KRAMER APARTMENTS, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
C/A NO.: 2018-CP-25-0357

**CERTIFICATE OF
AUTHENCITY**

FILED
11:35 AM
in Court
OCT - 1 2019
7:20 PM
MYLINDA D NETTLES
CLERK OF COURT
HAMPTON COUNTY, SC

The undersigned hereby certifies that the enclosed documents are a complete, true and accurate copy of Hampton Police Department Incident Reports concerning criminal activity reported at 10 Holly Street (Kramer Apartments) provided in response to a subpoena from Plaintiff, and all the enclosed incident reports are as kept in the ordinary course of business of the Hampton Police Department.

Brad Drawdy

HAMPTON POLICE DEPARTMENT

NAME: Bradford Drawdy

POSITION: Admin Lt

ADDRESS: 608 1st St W
Hampton SC 29924

DATE: 10/01/2019

HAMPTON POLICE DEPT.
608 FIRST ST. W.
HAMPTON, SC 29924