

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
  
Deon Tedder, )  
 )  
 ) Appellant, )  
 )  
 ) v. )  
 )  
Board of Voter Registration and )  
Elections for Charleston County, )  
 )  
 ) Respondent, )  
 )  
and Jeffery Wilder, Intervenor. )  
 )  
 )  
IN RE: )  
 )  
Voter Registration Challenge )

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT

Case No. 2020-CP-10-2720

**AMENDED MOTION FOR  
RECONSIDERATION**

**INTERVENOR JEFFERY WILDER’S MOTION FOR  
RECONSIDERATION PURSUANT TO SOUTH CAROLINA RULES OF  
CIVIL PROCEDURE RULES 59 & 60**

Intervenor Jeffery Wilder (“Wilder”) respectfully moves the Court to:

- (1) Reconsider/vacate/amend its July 2, 2020 Order pursuant to Rule 59, SCRCP, and/or;
- (2) Affirm the decision of the Board of Voter Registration and Elections for Charleston County based upon newly discovered evidence pursuant to SCRCP 60(b)(2) and Rule 60(b)(3).

Rule 60 (b)(2) allows for relief from an order when there is newly discovered evidence that could not be have been discovered at the time of the proceeding. The Order of the Court of Common Pleas should be reversed and affirm the Board of Voter Registration and Elections for Charleston County’s June 11, 2020 order which found that Appellant was not a qualified elector at 2629 Orchid Avenue, North Charleston, SC 29405.

The transcript from the May 29, 2020 hearing noted that Tedder's Exhibit B was a sublet agreement and not an original lease from Conrex Property Management which owns the home at 2629 Orchid Avenue and is the entity Edward Pasoquen rents from. Exhibit A – Property Ownership Report. Testimony noted that subletting is not usually allowed without express permission of the landlord. There was a request for an opportunity to obtain the document and submit post hearing, noting that if he was not approved by the landlord that Tedder's residency was not valid. (Tr. P. 16, ll.24-2 and Tr. P. 17, ll. 1-18).

Due to COVID-19 the Charleston Office of Conrex Property Management like many businesses has not been in full operation on site. Counsel has continued to seek out representatives from the company to obtain company policy and the lease of Edward Pasoquen or the standard lease for which Mr. Pasoquen would have executed to establish his tenancy with the company. Conrex Residential Lease Agreement and Conrex Statement of Rental Policy are attached herein. These documents were secured on July 10, 2020. See Exhibit B – Residential Lease & Exhibit C –Statement of Rental Policy. The lease is the standard agreement used in the Charleston office and section 6 USE & OCCUPANCY OF PROPERTY located on page 6 clearly states that only the person(s) listed on the lease are permitted to reside there and if a change in occupancy is desired it requires **written consent** of the Landlord and the same is **documented** in an **amendment** to their standard lease before occupancy can change, (emphasis added). The Statement of Rental Policy states in the **Roommates** section that each must qualify separately in all areas of the rental policy.

Tedder has presented a sublease that is NOT labeled as a part of Conrex Property documentation. To establish that he has permission to live on the premises

of 2629 Orchid Avenue, North Charleston, SC 29405, Tedder would have to have provided the Board of Voter Registration with a Conrex Lease Addendum. S.C. Code Ann. §27-35-60 states that subleases by a tenant without written consent of the landlord are a nullity. Without the express permission of Conrex Property Management, Tedder could not and should not be considered a resident at 2629 Orchid Avenue, North Charleston, SC 29405.

### **RULE 60 (B)(3) FRAUD ON THE COURT**

Rule 60 (b) (3), SCRCF provides in part:

“. . . Upon motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgement, order, or proceeding for the following reasons: . . . (3) for fraud, misrepresentation, or other misconduct of an adverse party;”

Rule 60 (b) also provides that the motion shall be made within a reasonable time and not more than one year after the judgement, order or proceeding was entered or taken.

In South Carolina jurisprudence allegations of fraud are regarded as serious and accepted as grounds to set aside a judgement. The cases recognize two species of fraud - intrinsic fraud which is generally regarded as fraud presented and considered at trial, and extrinsic fraud which is collateral to the trial and which prevents or deprives a person of his day in court, so to speak. However, depending upon when an attack on a judgment is brought and further depending upon whether the attack is direct or collateral determines the analysis as to the type of fraud sufficient to set aside a judgement.

During the pendency of the original motion to reconsider which was timely filed on July 11, 2020 regarding the court's July 2, 2020 ruling an affidavit was secured from the property manager of the home where Tedder purports to live. This affidavit clearly supports that the lawful owner does not acknowledge Tedder as a resident at the home and that the actual lessor does not have the authority to create a sublease and allow for anyone not approved by Conrex to reside there. This clearly establishes that Tedder does not meet the requirements of the South Carolina Constitution Article III, Section 7 – he cannot be deemed a legal resident of the district at the time of filing. (See Exhibit D-Affidavit of Kenneth Barnes (Conrex Property Management)).

This affidavit alone supports that there has been a misrepresentation to the court and the residents of House District 109. The sublease agreement presented to the court is not legally binding. The court is asked to reverse its July 2, 2020 order and uphold the decision of the Charleston County Board of Voter Registration that Tedder is not a qualified elector in House District 109 and to also find in light of this newly discovered evidence that Tedder is not a legal resident at 2629 Orchid Street and thus was not constitutionally qualified on March 23, 2020 to run for District 109.

Alternatively, if the Court does not accept the change on the basis of the newly discovered evidence, Wilder seeks reconsideration under Rule 59 on the basic

premise that there is no valid sublease agreement presented by Tedder despite his statement in his Affidavit. Those words hold no validity if they are not premised on a lawful ability to reside at the property. If the true owner has not consented to the occupancy, then the tenancy is not valid. In light of all the contradictory evidence submitted below, Tedder's affidavit alone does not hold firm to meet the requirements of S.C. Code Ann §7-1-25(D).

Respectfully submitted,

SPANN WILDER LAW, LLC

By: /s/ Tiffany R. Spann-Wilder

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*Attorney for Intervenor*

North Charleston, SC

August 25, 2020

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**CERTIFICATE OF SERVICE**

I certify, Tiffany Spann-Wilder, an attorney with Spann Wilder Law, LLC certifies that on August 25, 2020 I served a copy of the AMENDED MOTION FOR RECONSIDERATION in the above action to the following persons via electronic service to wit:

**Sam Howell, Esquire**  
**Charleston County Board of Voter Registration & Elections**  
**PO BOX 1768**  
**Charleston, SC 29402**  
**E-MAIL: [samhowell@bond-law.com](mailto:samhowell@bond-law.com) & E-FILE**

**Mark Peper, Esquire**  
**Counsel for Appellant Tedder**  
**548 Savannah Highway**  
**Charleston, SC 29407**  
**E-MAIL – [marke@peperlawfirm.com](mailto:marke@peperlawfirm.com) & E-FILE**

/s/ Tiffany R. Spann-Wilder