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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable R. Ferrell Cothran, Jr., Circuit Court Judge

Appellate Case No. 2020-001232

Jeffery Wilder, Appellant,

v.

Charleston County Bd. of Voter Registration & Elections, Charleston County Democratic Party, Dorchester County Bd. of Voter Registration & Elections, Dorchester County Democratic Party, SC Democratic Party, South Carolina Election Commission, Deon Tedder & Deon Tedder, LLC,

Respondents.

RECORD ON APPEAL

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APPEAL FROM CHARLESTON COUNTY
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The Honorable R. Ferrell Cothran, Jr., Circuit Court Judge

Appellate Case No. 2020-001232

Jeffery Wilder, Appellant,

v.

Charleston County Bd. of Voter Registration & Elections, Charleston County Democratic Party, Dorchester County Bd. of Voter Registration & Elections, Dorchester County Democratic Party, SC Democratic Party, South Carolina Election Commission, Deon Tedder & Deon Tedder, LLC

Respondents.

CERTIFICATE OF COUNSEL

The undersigned certifies that the ***Record on Appeal*** contains all material proposed to be included by any of the parties and not any other material.

Dated: September 28, 2020

By: _____

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STATE OF SOUTH CAROLINA	)	**BOARD OF VOTER REGISTRATION AND ELECTIONS FOR CHARLESTON COUNTY**
COUNTY OF CHARLESTON	)	
Tiffany R. Spann-Wilder	)	
Challenger,	)	**FINAL ORDER**
v.	)	
Deon Tedder,	)	
Respondent.	)	

BACKGROUND AND JURISDICTION

On May 20, 2020, the Board of Voter Registration and Elections of Charleston County (the "Election Board") received a written challenge to the qualifications of Deon Tedder ("Tedder") to run in the Democratic Party Primary Election for the State House seat for District 109 from Tiffany R. Spann-Wilder ("Spann-Wilder"), a registered voter in Charleston County. The challenge lays out the accusation that Tedder is not a resident of State House District 109, although Tedder is on the Democratic Party Primary ballot as a candidate for House District 109 in the June 9, 2020 Primary Election. Spann-Wilder brought the challenge pursuant to S.C. Code Section 2-1-40, and the requested relief was a determination that Tedder was not a qualified candidate for House District 109.

On May 29, 2020, a pre-hearing conference was conducted by the Election Board by means of a zoom conference, with the Election Board Chairman, Executive Director, Deputy Executive Director, and attorney, and the attorneys or parties to the voter registration challenge in attendance. At the pre-hearing conference, the Election Board, by its attorney, declared that State law provides no mechanism for a hearing to be conducted by the Election Board regarding the qualifications of Tedder as a candidate for the Democratic Party nomination for House District 109. In fact, the Election Board has no rôle in the determination of candidate qualifications. That rôle is exclusively within the province of the political parties, in this instance, the South Carolina State Democratic Party Executive Committee. See Section 7-13-40, S.C. Code Ann. (Cum. Supp. 2015). ("Political parties nominating candidates by party primary must verify the qualifications of those candidates prior to certification to the appropriate election

commission of the names of candidates to be placed on primary ballots.") Consequently, the Election Board advised the parties at the pre-hearing conference that the challenge was to be heard by the Election Board pursuant to Section 7-5-230, S.C. Code Ann. (Cum. Supp. 2015) as solely a challenge to Tedder's voter registration qualifications.

Subsequently, on May 28, 2020, Spann-Wilder submitted by email an Amended Challenge, which was further amended the same day, more directly challenging Tedder's voter registration qualifications under S.C. Code Sections 7-5-120 and 7-5-230. Tedder, through his attorney, objected on May 28, 2020, and again at the beginning of the challenge hearing, to the Election Board hearing the amended challenge the morning following receipt of the amended challenges from Spann-Wilder.

Section 7-5-230 provides as follows:

Legal qualifications; challenges; proof of residency or domicile; appeals.

> (A) The county boards of voter registration and elections to be appointed under Section 7-5-10 shall be the judges of the legal qualifications of all applicants for registration. The board is empowered to require proof of these qualifications as it considers necessary.
>
> Once a person is registered, challenges of the qualifications of any elector, except for challenges issued at the polls pursuant to Sections 7-13-810, 7-13-820, and 7-15-420 must be made in writing to the county board of voter registration and elections in the county of registration. The board must, within ten days following the challenge and after first giving notice to the elector and the challenger, hold a hearing, accept evidence, and rule upon whether the elector meets or fails to meet the qualifications set forth in Section 7-5-120.
>
> (B) When a challenge is made regarding the residence or domicile of an elector, the board must consider the provisions of Section 7-1-25(D).
>
> (C) Any person denied registration or restoration of his name on the registration books shall have the right of appeal from the decision of the county board of voter registration and elections denying him registration or such restoration to the court of common pleas of the county or any judge thereof and subsequently to the Supreme Court.

It is clear from this statute that the Election Board has sole jurisdiction to determine in the first instance the legal qualifications for registered voters. The Election Board has a statutory duty to conduct the hearing within 10 days of receipt of the challenge.

The challenge was initially purported to be brought under S.C. Code Section 2-1-40. The Election Board, however, has no authority to adjudicate challenges to candidates or officeholders under that Code section. Nor does it have authority to adjudicate challenges to candidates or officeholders under any other statute. Accordingly, the Election Board treated the initial challenge and the subsequent amended challenges as a challenge of Tedder's qualifications for registration under S.C. Code Section 7-5-230. Because the Election Board made its intention clear during the pre-hearing conference that it would treat Spann-Wilder's challenge as one under S.C. Code Section 7-5-230 regardless of the code section cited in the initial challenge, the Chairman overruled Tedder's objection.

S.C. Code Section 7-5-230 expressly limits the Election Board to decide on whether the voter currently meets or fails to meet the voter registration qualifications set forth in S.C. Code Section 7-5-120. The Election Board does not have authority to provide opinions as to the voter registration status of Tedder as of any date other than the date of the hearing. The Election Board also notes that S.C Code Section 7-5-240 allows an appeal from an adverse decision of the Election Board to the State Circuit Court only by the voter; the challenger has no right to appeal an adverse decision by the Election Board.

The Election Board's authority and jurisdiction is controlled by the recent decision of the State Supreme Court in Gantt, et al. v. Selph, et al., 423 S.C. 333, 814 S.E.2d 523 (S.C. 2018). The Election Board knows of no provision of State law granting authority to the Election Board to investigate and determine the qualifications of a candidate for election to the State House of Representatives. As the Supreme Court noted in Gantt, in the absence of such authority, it appears that the challenger must pursue the requested relief pursuant to the Declaratory Judgments Act in State Circuit Court.

HEARING

In compliance with that statutory duty, the Election Board conducted the hearing beginning at 10:00 a.m. on Friday, May 29, 2020, at its offices located at 4367 Headquarters Road, North Charleston, South Carolina. The Chairman of the Election Board presided over the

hearing and a quorum of the Election Board was present during the entire hearing. Samuel W. Howell, Esq., served as counsel to the Election Board.

Spann-Wilder, who is an attorney was also represented by co-counsel Yolanda Fair O'Neill, Esq. Tedder was represented by Mark A. Peper, Esq. and co-counsel Brenna Wiles, Esq. After hearing opening statements from the parties, the Chairman asked challenger Spann-Wilder if she desired to testify or otherwise introduce evidence. Spann-Wilder responded in the affirmative and then proceeded to present direct testimony under oath and introduced various documents as evidence in the hearing. Spann-Wilder was subjected to cross-examination by Mr. Peper and the Election Board.

Spann-Wilder's testimony and documentary evidence were primarily to the effect that:

1. Tedder's voter registration records indicate a change of residence for Tedder from 215 Promenade Vista, Charleston (the "Promenade Vista Residence"), to 2629 Orchid Avenue, North Charleston (the "Orchid Avenue Residence"), a property located within House District 109. The Promenade Vista Residence is not located in House District 109.
2. Property and utility records regarding various individuals at the Promenade Vista Residence and the Orchid Avenue Residence. None of the records is in Tedder's name.
3. The property tax records for 1755 Central Park Road, Unit 6209, Charleston, SC 29412-2850 (the "Central Park Residence") demonstrating that one of the owners of the property is Mr. Tedder's girlfriend, Jillian Broughton. The Central Park Residence is not located in House District 109.
4. Tedder's sublease agreement of the Orchid Avenue Residence with Edward Pasoquen was not signed by the landlord of the property, Conrex Properties.
5. South Carolina Department of Motor Vehicles records indicate that the Toyota Sequoia owned by Alana Lipscomb, Pasoquen's partner, is registered at the Orchid Avenue Residence.
6. Facebook post, including those made by Lipscomb announcing the birth of her son, Edward Pasoquen, III, on February 5, 2020.
7. North Carolina Division of Motor Vehicles records dated May 20, 2020 indicate that Tedder was a resident of Durham, North Carolina with a North Carolina

Drivers License issued on April 25, 2017, and an expiration date of April 26, 2025.

8. South Carolina Department of Motor Vehicles records indicate that Tedder was a resident of the Orchid Avenue Residence with a South Carolina Drivers License issued on May 14, 2020, and an expiration date of May 14, 2028. These records also indicate that Tedder surrendered a North Carolina Drivers License on May 14, 2020.

9. Cingular Wireless billing records for Tedder showing the Central Park Residence as his billing address through the period ended May 4, 2020.

10. In Tedder's initial Candidate Campaign Disclosure Report filed with the State Ethics Commission and dated April 10, 2020, Tedder disclosed that he made two contributions to his campaign; one on March 23, 2020, and the other on March 31, 2020. In this Report, he gives his address as the Central Park Residence for both contributions.

11. Spann-Wilder also testified as to the criminal record of Edward John Pasoquen, Jr., which includes documentation that Pasoquen pled guilty to financial transaction fraud, a crime of moral turpitude, as well as several charges and convictions for possession of illegal drugs. A copy of the history was introduced into evidence as Exhibit 11. This report states the Orchid Avenue Residence as one of Edward John Pasoquen's addresses.

On cross-examination by Tedder's attorney, Spann-Wilder admitted that she is the spouse of a candidate running in the Democratic Party Primary Election for State House of Representatives District 109. Spann-Wilder also testified on examination from the Board that Tedder received a financial remuneration from his earlier work with her law firm when Tedder was employed by her law firm. This remuneration was paid in January 2020 to Tedder at the Central Park Residence address.

Tedder did not attend the hearing. The sole evidence presented on behalf of Tedder was his Affidavit dated May 28, 2020. Tedder's Affidavit and attached documentary evidence was primarily to the effect that:

1. In August 2016, Tedder accepted employment in Charleston and moved from Columbia, South Carolina to the Promenade Vista Residence.

2. In November, 2017, Tedder moved in with his girlfriend at the Central Park Residence.
3. On February 28, 2020, Tedder moved to the Orchid Avenue Residence and entered into a sublease at that address with Edward Pasoquen.
4. On or about March 1, 2020, Tedder notified his employer that his primary residence had changed to the Orchid Avenue Residence.
5. Tedder's payroll statement for the period ended March 13, 2020, states the Orchid Avenue Residence as an address for Tedder.
6. On March 17, 2020, Tedder changed his voter registration residence address to the Orchid Avenue Residence.
7. On March 23, 2020, Tedder filed a Statement of Intention of Candidacy and Party Pledge for State House of Representatives District 109, using his office address of 3844 Leeds Avenue, North Charleston, SC 29405 as his address.
8. On May 14, 2020, Tedder obtained a South Carolina Drivers License showing the Orchid Avenue Residence as his residence.
9. Tedder does not own any real or personal property.

APPLICABLE LAW

S.C. Code Section 7-1-25 provides the statutory definition of "domicile" for purposes of voter registration. That section provides as follows:

> (A) A person's residence is his domicile. "Domicile" means a person's fixed home where he has an intention of returning when he is absent. A person has only one domicile. (B) For voting purposes, a person has changed his domicile if he (1) has abandoned his prior home and (2) has established a new home, has a present intention to make that place his home, and has no present intention to leave that place. (C) For voting purposes, a spouse may establish a separate domicile.

S.C. Code Section 7-5-230(B) requires that "when a challenge is made regarding the residence or domicile of an elector, the board must consider the provisions of Section 7-1-25(D)." Section 7-1-25(D) provides as follows:

> (D) For voting purposes, factors to consider in determining a person's intention regarding his domicile include, but are not limited to:

(1) a voter's address reported on income tax returns;

(2) a voter's real estate interests, including the address for which the legal residence tax assessment ratio is claimed pursuant to Section 12-43-220(C);

(3) a voter's physical mailing address;

(4) a voter's address on driver's license or other identification issued by the Department of Motor Vehicles;

(5) a voter's address on legal and financial documents;

(6) a voter's address utilized for education purposes, such as public school assignment and determination of tuition at institutions of higher education;

(7) a voter's address on an automobile registration;

(8) a voter's address utilized for memberships in clubs and organizations;

(9) the location of a voter's personal property;

(10) residence of a voter's parents, spouse, and children; and

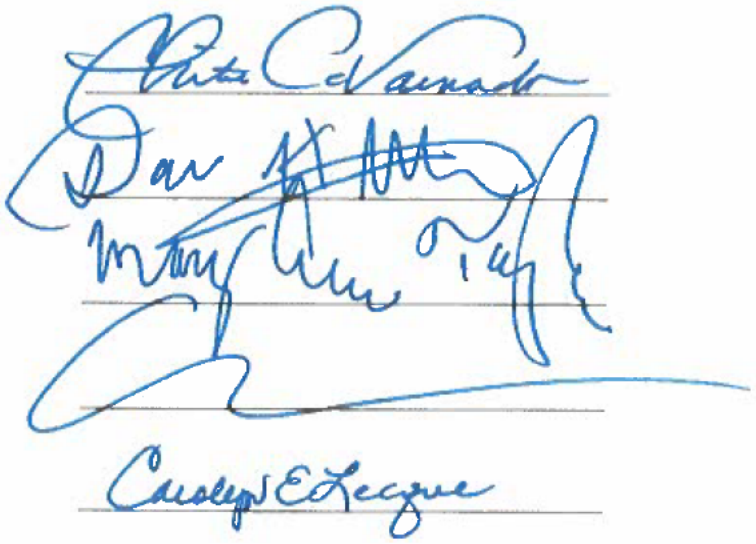
(11) whether a voter temporarily relocated due to medical care for the voter or for a member of the voter's immediate family.

CONCLUSION

The Board has considered all of the provisions of S.C. Code Section 7-1-25(D), as well as the other paragraphs of Section 7-1-25, in light of all the testimony and documentary evidence given during the hearing. The Board, however, finds that there is no testimony or other evidence regarding the basic definition of "domicile" as set forth in S.C. Code Section 7-1-25(A) and (B) as applied to Tedder. In particular, there is no testimony that Tedder considers the Orchid Avenue Residence his "domicile" where "he has the intention of returning when he is absent." Moreover, there is no testimony that when Tedder changed his voter registration address from the Promenade Vista Residence to the Orchid Avenue Residence that he abandoned the Promenade Vista Residence or the Central Park Residence and established the Orchid Avenue Residence as his new home, having a present intention to make the Orchid Avenue Residence his domicile with no present intention to leave the Orchid Avenue Residence. Consequently, the Board determines that the Orchid Avenue Residence is not Tedder's "domicile" in light of the conflicting evidence regarding his use of the Promenade Vista Residence, the Orchid Avenue Residence, and the Central Park Residence, and that Tedder fails to meet the qualifications set

forth in S.C. Code Section 7-5-120 for his change of voter registration address.

We Approve.



Charleston, South Carolina
June 11, 2020

ELECTRONICALLY FILED - 2020 Jul 02 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002720

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
Deon Tedder, Appellant, v. Board of Voter Registration and Elections for Charleston County, Respondent. IN RE: Voter Registration Challenge	)	Case No. 2020-CP-10-2720 **ORDER GRANTING APPEAL**

BACKGROUND AND JURISDICTION

This matter comes before me following an Appeal filed by Deon Tedder ("Appellant") of the June 11, 2020 order issued by the Board of Voter Registration and Elections for Charleston County ("Election Board" / "Respondent") finding that Appellant failed to meet the qualifications set forth in S.C. Code Ann. § 7-5-120 for his change of voter registration address at a hearing held before it on May 29, 2020. Appellant received notice of entry of the order on June 11, 2020 and the parties properly filed the appeal in this Court pursuant to S.C. Code Ann. § 7-5-230 (C). The Notice of Intent to Appeal and Record on Appeal were timely filed with this Court on June 24, 2020 and on the day following, the Appellant requested, received, and properly noticed all parties of the time and place of the appeal hearing pursuant to S.C. Code Ann. § 7-5-240, therefore jurisdiction and venue are proper.

Present at the hearing held before this Court at 9:00AM on June 30, 2020 were the Appellant, represented by Mark A. Peper, Esq., the Executive Director of the Election Board, represented by Sam Howell, Esq., and Tiffany Spann-Wilder ("Challenger"), representing herself and Jeffery Wilder along with Elonda Fair O'Neill, Esq., the Court having granted Mr. Wilder's motion to intervene.

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While not a party to this appeal, also present at the hearing was Colleen Condon, Esq., in her capacity as Chair of the Charleston County Democratic Party and attorney for the South Carolina Democratic Party, and Tom Tisdale, Esq. on behalf of Elder J. Johnson, III.

After a thorough review of the Record on Appeal, to include the transcript of the hearing held by the Election Board, and considering all arguments of counsel, this Court finds that the Election Board erred in finding that Appellant failed to meet the qualifications set forth in S.C. Code Ann. § 7-5-120 for his change of voter registration. Therefore, for the reasons set forth herein, the decision of the Election Board is reversed, the Motion to Dismiss is denied and the appeal is hereby GRANTED.

APPLICABLE LAW

S.C. Code Ann. § 7-5-120 provides that every citizen of this State and the United States who applies for registration must be registered if he meets the following qualifications:

> (1) meets the age qualification as provided in Sec. 4, Art. II of the Constitution of this State; and
> (2) is not laboring under disabilities named in the Constitution of 1895 of this State; and
> (3) is a resident in the county and in the polling precinct in which the elector offers to vote.

S.C. Code Ann. § 7-1-25 provides the statutory definition of "domicile" for the purposes of voter registration. That section provides as follows:

> (A) A person's residence is his domicile. "Domicile" means a person's fixed home where he has an intention of returning when he is absent. A person has only one domicile. (B) For voting purposes, a person has changed his domicile if he (1) abandoned his prior home and (2) has established a new home, has a present intention to make that place his home, and has no present intention to leave that place.

S.C. Code Ann. § 7-5-230 grants the Election Board the express authority to decide on whether the voter currently meets or fails to meet the voter registration qualifications set forth in S.C. Code Ann. § 7-5-120. (Providing, "[O]nce a person is registered, challenges of the qualifications of any elector…must be made in writing to the county board of voter registration and elections in the county

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of registration. The board must…hold a hearing, accept evidence, and rule upon whether the elector meets or fails to meet the qualifications set forth in Section 7-5-120."). Pursuant to S.C. Code Ann. § 7-5-230(D), "when a challenge is made regarding the residence or domicile of an elector, the board must consider the provisions of Section 7-1-25(D)" which provides as follows:

> (D) For voting purposes, factors to consider in determining a person's intention regarding his domicile include, but are not limited to:
> (1) a voter's address reported on income tax returns;
> (2) a voter's real estate interests…;
> (3) a voter's physical mailing address;
> (4) a voter's address on driver's license or other identification issued by the Department of Motor Vehicles;
> (5) a voter's address on legal and financial documents;
> (6) a voter's address utilized for education purposes…;
> (7) a voter's address on an automobile registration;
> (8) a voter's address utilized for memberships in clubs and organizations;
> (9) the location of a voter's personal property;
> (10) residence of a voter's parents, spouse, and children; and
> (11) whether a voter temporarily relocated due to medical care for the voter or for a member of the voter's immediate family.

S.C. Code Ann. § 7-5-240 allows an appeal from an adverse decision of the Election Board to the State Circuit Court only by the voter; the challenger has no right to appeal an adverse decision.

FINDINGS OF FACT

After a thorough review of the Record on Appeal, to include the transcript of the hearing held by the Election Board, and considering all arguments of counsel, this Court makes the following findings of fact:

1. On February 28, 2020, Mr. Tedder established his domicile at 2629 Orchid Avenue, North Charleston, SC 29405, a property located within House District 109.
2. On or about March 1, 2020, Mr. Tedder notified his employer that his primary residence had changed to 2629 Orchid Avenue, North Charleston, SC 29405.
3. On March 17, 2020, Mr. Tedder completed a SC Voter's Change of Address form at the Charleston County Board of Elections and Voter Registration. As a result, he was issued a

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voter registration certificate reflecting his primary residence as 2629 Orchid Avenue, North Charleston, SC 29405.

4. On March 23, 2020, Mr. Tedder filed his Statement of Intention of Candidacy ("SIC") and Party Pledge for State House of Representatives, District 109.
5. Following the filing of his SIC, Mr. Tedder was qualified by the South Carolina Democratic Party and certified to be a qualified candidate for State House of Representatives, District 109 in the June 2020 Primary and November 2020 general election.
6. On May 14, 2020, Mr. Tedder obtained a South Carolina Driver's License which reflects his address of 2629 Orchid Avenue, North Charleston, SC 29405.
7. Mr. Tedder does not own any real property, nor does he own any automobiles.

CONCLUSION

Based on the above findings of facts as applied to the laws of this State, this Court finds that the Election Board erred in finding that Appellant failed to meet the qualifications set forth in S.C. Code Ann. § 7-5-120 for his change of voter registration. While the Record on Appeal contains a number of documents submitted by the Challenger, this Court finds none of them to be determinative of Mr. Tedder's qualifications. On the other hand, the Record includes sworn testimony from Mr. Tedder as to his domicile and documents that support his sworn testimony. From a thorough reading of the transcript, it is clear that the Election Board informed the parties prior to the hearing that in lieu of live testimony they could provide sworn testimony by way of Affidavit, and that the Board would treat it as one in the same. It is also clear, however, that it failed to do so in rendering its decision. South Carolina law does not require that a voter accurately recite the statutory definition of "domicile" to survive a residency challenge before the Election Board. Rather, it requires the Election Board to consider the provisions set forth in S.C. Code Ann. § 7-1-25(D) when accepting evidence and considering sworn testimony at a hearing. Upon doing so, it must rule upon whether the elector meets

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or fails to meet the qualifications set forth in S.C. Code Ann. § 7-1-120.

Because this Court finds that Mr. Tedder meets the provisions set forth in S.C. Code Ann. § 7-1-25(D) and has established his domicile at 2629 Orchid Avenue, North Charleston, SC 29405, this Court finds him to meet the qualifications set forth in in S.C. Code Ann. § 7-1-120. Accordingly, Mr. Tedder is a qualified elector of SC House District 109.

For the reasons set forth herein, it is the Order of this Court that the decision of the Election Board is hereby reversed. The Appeal is GRANTED.

AND IT IS SO ORDERED.

This 2nd day of July 2020.

R. Markley Dennis, Jr.
SC Circuit Court Judge
Ninth Judicial Circuit

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ELECTRONICALLY FILED - 2020 Sep 01 3:16 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON JEFFERY WILDER, Plaintiff, v. CHARLESTON COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, CHARLESTON COUNTY DEMOCRATIC PARTY, DORCHESTER COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, DORCHESTER COUNTY DEMOCRATIC PARTY, S.C. DEMOCRATIC PARTY, SOUTH CAROLINA ELECTION COMMISSION, DEON TEDDER, and DEON TEDDER FOR SC HOUSE, LLC, Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT Case No.: 2020-CP-10-2678 **ORDER**

This matter comes before the Court on Defendant Deon Tedder's ("Defendant Tedder") Motion to Dismiss, Defendant Deon Tedder for SC House, LLC's ("Defendant LLC") Motion to Dismiss, and Defendant Tedder for SC House, LLC's Motion for Protective Order, Motion to Quash Subpoena, and Request for Sanctions. This action was filed on June 19, 2020. Defendant Tedder and Defendant LLC filed their respective Motions to Dismiss on July 17, 2020. Defendant LLC filed its Motion for Protective Order, Motion to Quash Subpoena, and Request for Sanctions on July 31, 2020. Jurisdiction and venue are proper.

Present at the hearing held before this Court at 9:30AM on August 25, 2020 were counsel for Plaintiff, Tiffany Spann-Wilder, counsel for Defendant Tedder and Defendant LLC, Mark A. Peper, counsel for the Charleston County Board of Voter Registration and Elections ("CCBVRE"),

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Sam Howell, counsel for the South Carolina Election Commission, Harrison Brant, and counsel for the Charleston County Democratic Party ("CCDP"), Dorchester County Democratic Party ("DCDP") and the South Carolina Democratic Party ("SCDP"), Colleen Condon. Given the dispositive nature of the Motions to Dismiss, this Court did not hear arguments related to Defendant LLC's Motion for Protective Order, Motion to Quash Subpoena, and Request for Sanctions.

After a thorough review of the pleadings, motions and memoranda, and considering all arguments of counsel, this Court adopts the findings of facts and conclusions of law contained in the Order of Judge R. Markley Dennis, Jr. filed July 2, 2020 in Case Number 2020-CP-10-2720. Accordingly, since the relief sought by Plaintiff in the above captioned matter is the same issue previously determined by Judge Dennis in the action for which Plaintiff was allowed to intervene, that being his domicile on or about March 23, 2020, this Court finds that determination to be conclusive in all subsequent actions between the Plaintiff and Defendant Tedder. Therefore, pursuant the doctrine of collateral estoppel,[1] Plaintiff is precluded from attempting to re-litigate the issue of Defendant Tedder's domicile.

For the reasons set forth herein, it is the Order of this Court that Defendant Tedder's and Defendant LLC's Motions to Dismiss are granted and this action is hereby DISMISSED.

IT IS SO ORDERED

This __ day of _____, 2020.
Charleston, South Carolina

R. Ferrell Cothran, Jr.
SC Circuit Court Judge
Ninth Judicial Circuit

[1] "Collateral estoppel occurs when a party in a second action seeks to preclude a party from relitigating an issue which was decided in a previous action." *S.C. Prop. & Cas. Ins. Guaranty Ass'n v. Wal-Mart Stores, Inc*., 304 S.C. 210, 213, 403 S.E. 2d 625, 627 (1991).

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Charleston Common Pleas

Case Caption: Jeffery Wilder VS Board Of Voter Registration & Elections Charleston County , defendant, et al

Case Number: 2020CP1002678

Type: Order/Dismissal

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON JEFFERY WILDER, Plaintiff, v. CHARLESTON COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, CHARLESTON COUNTY DEMOCRATIC PARTY, DORCHESTER COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, DORCHESTER COUNTY DEMOCRATIC PARTY, S.C. DEMOCRATIC PARTY, SOUTH CAROLINA ELECTION COMMISSION, DEON TEDDER, and DEON TEDDER FOR SC HOUSE, LLC, Defendants.	)	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT Case No.: 2020-CP-10-2678 **ORDER**

This matter comes before the Court on Defendant Deon Tedder's ("Defendant Tedder") Motion to Dismiss, Defendant Deon Tedder for SC House, LLC's ("Defendant LLC") Motion to Dismiss, and Defendant Tedder for SC House, LLC's Motion for Protective Order, Motion to Quash Subpoena, and Request for Sanctions. This action was filed on June 19, 2020. Defendant Tedder and Defendant LLC filed their respective Motions to Dismiss on July 17, 2020. Defendant LLC filed its Motion for Protective Order, Motion to Quash Subpoena, and Request for Sanctions on July 31, 2020. Jurisdiction and venue are proper.

Present at the hearing held before this Court at 9:30AM on August 25, 2020 were counsel for Plaintiff, Tiffany Spann-Wilder, counsel for Defendant Tedder and Defendant LLC, Mark A. Peper, counsel for the Charleston County Board of Voter Registration and Elections ("CCBVRE"),

Sam Howell, counsel for the South Carolina Election Commission, Harrison Brant, and counsel for the Charleston County Democratic Party ("CCDP"), Dorchester County Democratic Party ("DCDP") and the South Carolina Democratic Party ("SCDP"), Colleen Condon. Given the dispositive nature of the Motions to Dismiss, this Court did not hear arguments related to Defendant LLC's Motion for Protective Order, Motion to Quash Subpoena, and Request for Sanctions.

Plaintiff raises the issue that his claim is regarding the constitutionality of Tedder's legal residency under South Carolina Constitution Article III, Section 7 and not the issue of his status as an elector which is the only issue which the Board of Voter Registration can determine. After a review of the pleadings, motions and memoranda, and considering all arguments of counsel, coupled with the fact that there are outstanding motions in the similarly situated matter which was heard by Judge R. Markley Dennis, Jr. in Case Number 2020-CP-10-2720, this action is dismissed.

For the reasons set forth herein, it is the Order of this Court that Defendant Tedder's and Defendant LLC's Motions to Dismiss are granted and this action is hereby DISMISSED.

IT IS SO ORDERED

This __ day of _____, 2020.
Charleston, South Carolina

_____
R. Ferrell Cothran, Jr.
SC Circuit Court Judge
Ninth Judicial Circuit

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)	IN THE NINTH JUDICIAL CIRCUIT
JEFFERY WILDER,)	Civil Action #: 2020-CP-10-02678
Plaintiff,)	
)	
Charleston County Board of Voter)	
Registration & Elections, Charleston)	**SUMMONS**
County Democratic Party, Dorchester)	
County Board of Voter Registration &)	
Elections, Dorchester County Democratic)	
Party, S.C. Democratic Party,)	
South Carolina Election Commission)	
Deon Tedder, & Deon Tedder for SC)	
House, LLC.)	
Defendants.)	

TO THE DEFENDANTS ABOVE NAMED:

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 the Complaint upon the subscibers at their office a PO BOX 70488, North Charleston, SC 29415, within thirty (30) days after the service hereof, exclusive of the date of such service. The Plaintiffs do hereby notify you that in case of your failure to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

By: s/ Tiffany R. Spann-Wilder

Tiffany R. Spann-Wilder, SC Bar # 15913
Spann Wilder Law, LLC
2131 Dorchester Road
P.O. Box 70488 (29415)
N. Charleston, SC 29405
(843) 266-7792
Attorney for Plaintiff

N. Charleston, South Carolina
June 19, 2020

ELECTRONICALLY FILED - 2020 Jun 19 2:29 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)	IN THE NINTH JUDICIAL CIRCUIT
JEFFERY WILDER,)	Civil Action #: 2020-CP-10-02678
)	
Plaintiff,)	
)	
Charleston County Board of Voter)	
Registration & Elections, Charleston)	**COMPLAINT**
County Democratic Party, Dorchester)	
County Board of Voter Registration &)	
Elections, Dorchester County Democratic)	
Party, S.C. Democratic Party,)	
South Carolina Election Commission)	
Deon Tedder, & Deon Tedder for SC)	
House, LLC.)	
Defendants.)	

Plaintiff Jeffery Wilder (hereinafter "Wilder") complaining of the defendants Charleston County Board of Voter Registration & Elections (hereinafter CCVRE), Charleston County Democratic Party (hereinafter CCDP), Dorchester County Board of Voter Registration & Elections (hereinafter DCVRE), Dorchester County Democratic Party (hereinafter DCDP), South Carolina Democratic Party (hereinafter SCDP), South Carolina Election Commission (hereinafter State Election Commission), Deon Tedder and Deon Tedder for SC House, LLC (both hereinafter "Tedder") alleges as follows:

PARTIES, JURISDICTION & VENUE

1. Plaintiff Jeffery Wilder is a resident and citizen of Charleston County, South Carolina, specifically, SC House District 109.

2. Defendant Charleston County Board of Voter Registration & Elections is a government entity that has which conducts elections and registers electors in Charleston County, South Carolina. Christine Varnado is the Chairperson and Joseph L. Debney is the Executive Director.

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3. Defendant Charleston County Democratic Party is a county committee of the South Carolina Democratic Party certified by the South Carolina Election Commission and the Charleston County Board of Elections and Voter Registration to nominate candidates for offices to be voted on in primary, general and special elections in the County of Charleston. The Chairperson of the Charleston County Democratic Party is Colleen Condon.

4. Defendant Dorchester County Board of Voter Registration & Elections is a government entity that has which conducts elections and registers electors in Dorchester County, South Carolina. Queen Bowman is the Chairperson and Todd Billman is the Executive Director.

5. Defendant Dorchester County Democratic Party is a county committee of the South Carolina Democratic Party certified by the South Carolina Election Commission and the Dorchester County Board of Elections and Voter Registration to nominate candidates for offices to be voted on in primary, general and special elections in the County of Dorchester. The Chairperson of the Dorchester County Democratic Party is Sean Wilson.

6. Defendant South Carolina Election Commission is a statutorily created entity that has general supervisory authority over elections in the State of South Carolina.

7. South Carolina Democratic Party is a duly organized entity charged with running the state Democratic Party and certifying individuals running for political office. The Chairperson of the South Carolina Democratic Party is Trav Robertson and Jay Parmley is the Executive Director.

8. Defendant Deon Tedder is an individual running for the office of South Carolina State House of Representatives District 109, and upon information and belief, is a resident of Durham County, North Carolina.

9. Defendant Deon Tedder for SC House, LLC is a limited liability corporation organized on March 19, 2020 in the State of South Carolina.

10. Article III, Section 7 of the South Carolina Constitution provides that the circuit court shall be a general trial court with original jurisdiction in civil matters and courts shall have jurisdiction over matters seeking an injunction.

11. Jurisdiction and venue in this Court are proper.

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FACTS AND ALLEGATIONS

12. Plaintiff Wilder seeks the Democratic Party's nomination for the office of South Carolina House of Representatives District 109. He filed for this office on March 17, 2020 using a voter registration address of 6977 Dorchester Road, North Charleston, SC 29418.

13. Defendant Tedder seeks the Democratic Party's nomination for the office of South Carolina House of Representatives District 109. On or about March 17, 2020, Defendant Tedder changed his voting address from 215 Promenade Vista St., Apt 4004, Charleston, SC 29412 to 2629 Orchid Avenue, North Charleston, SC 29405. He filed for this office on March 23, 2020 using a voter registration address of 2629 Orchid Avenue, North Charleston, SC 29405.

14. On May 29, 2020 The Charleston County Board of Voter Registration and Elections held a voter challenge hearing at 10:00 a.m. regarding Tedder's status as a qualified elector at 2629 Orchid Avenue, North Charleston, SC 29405. Tedder did not appear for the hearing, however, he was represented by counsel and submitted an affidavit.

15. On May 29, 2020, The Charleston County Board of Voter Registration and Elections found 2629 Orchid Avenue, North Charleston, SC 29205 was not Defendant Tedder's domicile/residence as defined in S.C. Code §7-1-25 for purposes of qualifying that location for a change of his voter registration address as set forth in S.C. Code § 7-5-120. **Exhibit A - CCVRE Order**

16. Charleston County Democratic Party Chair Colleen Condon was present for Tedder's voter challenge hearing on May 29, 2020 and became immediately aware of CCVRE's decision and upon information and belief advised SCDP Chair Trav Robertson of the same.

17. Defendant's CCDP, DCDP and SCDP failed to take action to decertify and remove Defendant Tedder from the June 9, 2020 Democratic Primary ballot for SC House District 109 after the CCVRE's decision. This is in direct violation of Article III, Section 7 of the South Carolina Constitution which requires that a candidate for the Senate and House of Representatives must be a legal resident of the district in which he is a candidate at the time he files for office.

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18. Upon information and belief, Defendant Tedder voted in the June 9, 2020 primary by way of in-person absentee ballot on or about June 5, 2020 in the SC House District 109 race in direct violation of the CCVRE's decision that was not a qualified elector in SC House District 109. **Exhibit B - June 5, 2020 Voting Record**

19. Upon information and belief, at the time of filing for the office (March 23, 2020), Defendant Tedder possessed a North Carolina Driver's license, NCDL Number 28399271 and that the vehicle he operates is not registered in the State of South Carolina and bears State of North Carolina tags YYD-3467. **Exhibits C-SCDL, NCDL Records & Car Tags**

20. Defendant Tedder had notice that he did not meet the Constitutional qualifications to run for this office on May 29, 2020 when the CCVRE issued its ruling at the hearing, however has failed to withdraw from the race.

21. The Primary Election date was June 9, 2020. Candidate James Johnson received 39.17 % of the votes, Plaintiff/Candidate Wilder received 25.12% of the votes and albeit unqualified, Candidate/Defendant Tedder received 35.71% of the votes requiring that a run off occur on June 23, 2020.

22. These actions taken by Defendant Tedder, Defendant Charleston County Democratic Party, Defendant Dorchester County Democratic Party, Defendant South Carolina Democratic Party, Defendant Charleston County Board of Voter Registration and Elections, Defendant Dorchester County Board of Voter Registration and Elections and Defendant State Election Commission are wrongful and in disregard of the constitutional requirements for being a member of the SC House of Representatives.

.

23. The actions and omissions have harmed Plaintiff Wilder and the general public of Charleston and Dorchester Counties, specifically the residents of House District 109. Candidates Johnson and Wilder were forced to campaign against a candidate who was not constitutionally qualified by way of his alleged domicile in SC District 109 and alternatively was not a qualified candidate as there is a question as to whether he is a resident of the State of South Carolina at the time of filing as well.

24. Defendant Tedder nor any candidate for elected office should be allowed to run for office and

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especially not serve in office if they do not first meet the requirements of the office. The requirements of the SC Constitution are clear on their face and when residency/domicile are invalidated any certifying body should take steps to protect the general public from a candidate who cannot legally fulfill the office.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

25. Each and every allegation contained above is re-alleged and incorporated by reference.

26. Defendant Tedder is not qualified to become the Representative for SC House District 109 because he did not meet the criteria of the SC Constitution Article III, Section 7 that be domiciled in the District at the time of filing.

27. Defendants Charleston County Democratic Party, Dorchester County Democratic Party and South Carolina Democratic Party improperly certified Defendant Tedder as meeting statutory and constitutional requirements for the office of the SC House of Representatives.

28. Despite the ruling of the Charleston County Board of Voter Registrations Defendants CCDP, DDCP and SCDP have failed to decertify Defendant Tedder and remove him from the Primary Ballot.

29. Therefore, pursuant to its authority set forth in section 15-53-20 of the South Carolina Code, Plaintiff Wilder seeks a declaration from the Court that Defendant Tedder does not meet the Constitutional requirements to become the SC House of Representatives member from District 109.

FOR A SECOND CAUSE OF ACTION
(Injunctive Relief)

30. Each and every allegation contained above is re-alleged and incorporated by reference.

31. Plaintiff seeks an injunction preventing and enjoining (1) the State Election Commission, Charleston County Board of Voter Registration and Elections and/or Dorchester County Board of Voter Registration and Elections from certifying Tedder as a candidate for SC House District 109; (2) the State Election Commission, Charleston County Board of Voter Registration and Elections and/or Dorchester

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County Board of Voter Registration and Elections from placing Defendant Tedder's name on the ballot for the June 23, 2020 Primary Run-Off and from the November 3, 2020 ballot should the Run-Off primary proceed as scheduled and Defendant Tedder received a majority vote; (3) Charleston County Democratic Party, Dorchester County Democratic Party and South Carolina Democratic Party from certifying Defendant Tedder as a qualified candidate for SC House District 109 because he did not meet the Constitutional requirements at the time of his filing on March 23, 2020 and (4) the State Election Commission, Charleston County Board of Voter Registration and Elections and/or Dorchester County Board of Voter Registration and Elections from proceeding with the June 23, 2020 election for SC House District 109.

32. The injunction sought by Plaintiff is necessary to prevent irreparable harm to Plaintiff and the Residents of SC House District 109 who are without an adequate remedy at law.

33. Plaintiff and Candidate Johnson could suffer irreparable harm of either being incapable of becoming the Representative for SC House District 109 without an opportunity to run against a slate of qualified candidates if the injunction is not granted. Under sections 7-11-10 and 7-11-210 of the South Carolina Code of Laws, Plaintiff and Candidate Johnson would be prevented from being candidates in the general election and appearing on the ballot.

34. Plaintiff is likely to succeed on the merits in this litigation because Defendant Tedder is not qualified under Article III, Section 7 of the South Carolina Constitution and should not have been certified and allowed to remain a candidate for SC House of Representatives District 109.

35. Defendants Charleston County Democratic Party, Dorchester County Democratic Party and South Carolina Democratic Party knew or should have known that Defendant Tedder did not meet the constitutional qualifications of residing in District 109 at the time of filing.

36. Under §7-13-40 of the South Carolina Code, Defendants Charleston County Democratic Party, Dorchester County Democratic Party and South Carolina Democratic Party improperly certified and forwarded Defendant Tedder's name to Defendants Charleston County Board of Voter Registration & Elections and Dorchester County Board of Voter Registration & Elections as a candidate for District 109.

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37. Plaintiff is without an adequate remedy at law. If a protest was filed pursuant to the process outlined in sections 7-15-520, -530, -540 and -550 of the South Carolina Code, Plaintiff/Candidate Wilder nor Candidate Johnson would have an adequate remedy at law because Defendants Charleston County Democratic Party, Dorchester County Democratic Party and the South Carolina Democratic Party would act as the "jury" and "court" for a protest, thereby preventing a fair hearing.

38. The actions Defendants State Election Commission, Charleston County Board of Voter Registration and Elections and Dorchester County Board of Voter Registration by certifying Defendant Tedder as a qualified candidate, are expected to cause harm to the Plaintiff and Candidate Johnson unless the State Election Commission, Charleston County Board of Voter Registration and Elections and Dorchester County Board of Voter Registration are enjoined.

39. Plaintiff is entitled to a temporary restraining order, a preliminary injunction, and a permanent injunction, including but not limited to, prohibiting (1) the State Election Commission, Charleston County Board of Voter Registration and Elections and/or Dorchester County Board of Voter Registration from certifying Tedder as a candidate for SC House District 109; (2) the State Election Commission, Charleston County Board of Voter Registration and Elections and Dorchester County Board of Voter Registration from placing Defendant Tedder's name on the ballot for the June 23, 2020 Primary Run-Off and from the November 3, 2020 ballot should the Run-Off primary proceed as scheduled and Defendant Tedder receives a majority vote; (3) Charleston County Democratic Party, Dorchester Democratic Party and the and South Carolina Democratic Party from certifying Defendant Tedder as a qualified candidate for SC House District 109 because he did not meet the Constitutional requirements at the time of his filing on March 23, 2020; and (4) the State Election Commission, Charleston County Board of Voter Registration and Elections and/or Dorchester County Board of Voter Registration from proceeding with the June 23, 2020 election for SC House District 109.

RELIEF SOUGHT

40. Each and every allegation contained above is re-alleged and incorporated by reference.

41. Plaintiffs are entitled to an order from this Court requiring the State Election Commission, the Charleston County Board of Voter Registration and Elections and/or Dorchester County Board of Voter Registration to remove Defendant Tedder from the ballot as a candidate for SC House of

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Representatives District 109.

42. Issue an order to prevent the South Carolina Election Commission from certifying any votes cast by way of absentee ballot in the primary election or any run-off election.

WHEREFORE, Plaintiff seeks an order and judgment against Defendants for a declaratory judgment that Defendant Tedder does not meet the Constitutional requirements to become SC House District 109's Representative, and a temporary restraining order, a preliminary injunction and a permanent injunction, enjoining Defendant Tedder from running for SC House District 109 and for such other and further relief as is just and proper including recovery of costs and attorney fees.

SPANN WILDER LAW, LLC

By: s/ Tiffany R. Spann-Wilder

Tiffany R. Spann-Wilder, SC Bar # 15913
Spann Wilder Law, LLC
2131 Dorchester Road
P.O. Box 70488 (29415)
N. Charleston, SC 29405
(843) 266-7792
Attorney for Plaintiff

North Charleston, South Carolina
June 19, 2020

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EXHIBIT B

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470394627 - Tedder, Deon - Active/Active - (10) North Charleston 4

Election Date 6/9/2020 **Runoff Date** 6/23/2020 **Election Name** Statewide Primary **Election Number** 21113

Summary | Absentee | Failsafe | Provisional | Runoff Summary | Runoff Failsafe | Runoff Provisional | Election Participation Notes

Date Voted: 6/5/2020 **Voted Method:** Absentee **Voted Party:** Democratic **Voted UOCAVA:** No **Ballot Style:** D202

In Office Failsafe: No
Provisional: No
Voted Precinct:
Voted in Another County: No

Voter's Election Precinct and Districts

Change

Precinct	North Charleston 4
US Congressional District	06 - District 06
SC Senate District	42 - District 42
SC House District	109 - District 109
County Council	05 - 05
School District	04 - 04
City Council District	05 - 05
Public Service District	
Magistrate Jury Area	104 - North Charleston
Municipality	141 - N Charleston
Township	
Misc1 District	
Commissioner of Public Works	
Virtual Jury Pool	

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EXHIBIT C

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OFFICIAL 10 YEAR DRIVER RECORD

Customer No: 34806871
Name: TEDDER, DEON TERRELL
Address: 1312 TRALEA DR
City: DURHAM
County: UNDETERMINED
DOB: [redacted]1990

Driver License No:

State: NC **Zip:** 277074737

Sex: M **Driver Training:** N

Status - DL: NO SUSPENSION **CDL:** NO DISQUALIFICATION

Point Summary

Total Current Points:	0
Driver Credit:	-0
Adjusted Current Points:	0

End of Report

Certified to be a true and correct copy of the original document on file with the South Carolina Department of Motor Vehicles.

S. H. Rweis

Driver Services, Director

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NORTH CAROLINA DIVISION OF MOTOR VEHICLES

RDLSI/DRIVING RECORD CHECK

REPORT TYPE: FULL NON-CERTIFIED REPORT **DATE:** 05-20-2020
NAME: TEDDER DEON TERRELL
ADDRESS: 1312 TRALEA DR
CITY: DURHAM **STATE:** NC **ZIP:** 277074737 **TOTAL POINTS:** 0
DOB: [redacted]-1990 **HEIGHT:** 5 **FT.** 10 **IN.** **SEX:** M **EYES:** BRO **HAIR:** BRO **RACE:** B **REAL ID: N**
PRIMARY LICENSE NO: [redacted]
SECONDARY LICENSE NO: **NON-RESIDENT MILITARY:** N
ORIGINAL ISSUE DT: 04-27-2006 **OS DL NO:** **OS STATE:**

***** DRIVER LICENSE STATUS:** CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		R	04-25-2017	04-26-2025						ACTIVE

ENDORSEMENTS: M **RESTRICTIONS:** 0 - NONE

CRD TRNS: 0018985373

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C	4	O	06-11-2007	12-11-2008	MOTOR CYCLE PERMIT ORG ISS					EXPIRED

ENDORSEMENTS: **RESTRICTIONS:** 18 - NO PASSENGER

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
07-03-2012	04-26-2017	DUP ISS: CLS C EN:M	
		RSTR:0 NONE	
06-27-2011		ACDNT: DURHAM COUNTY, NC	
		ACDNT: CASE ID:103186851	
05-20-2009	04-26-2017	ORG ISS: CLS C EN:M	
		RSTR:0 NONE	
04-27-2008		ACDNT: DURHAM COUNTY, NC	
		ACDNT: CASE ID:102264796	
11-03-2007		ACDNT: DURHAM COUNTY, NC	PERS INJ
		ACDNT: CASE ID:102099879	
10-27-2006	04-26-2010	ORG ISS: CLS C LEV3 EN:	
		RSTR:0 NONE	
04-27-2006	04-26-2008	ORG ISS: CLS C LEV2 EN:	
		RSTR:17 GRAD LIC LEVEL 2 RESTRICTION	
04-26-2005	04-26-2008	ORG ISS: CLS C LEV1 EN:	
		RSTR:16 10-26-2005	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE ON THE PART OF THE INDIVIDUAL

******

*** * END OF DRIVING RECORD * ***

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	Case No. 2020-CP-10-2678
JEFFERY WILDER,)	
)	
Plaintiff,)	
)	
v.)	
)	
CHARLESTON COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, CHARLESTON COUNTY DEMOCRATIC PARTY, DORCHESTER COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, DORCHESTER COUNTY DEMOCRATIC PARTY, S.C. DEMOCRATIC PARTY, SOUTH CAROLINA ELECTION COMMISSION, DEON TEDDER, and DEON TEDDER FOR SC HOUSE, LLC,)	**DEON TEDDER'S MOTION TO DISMISS (In Lieu of Answer)**
Defendants.)	

TO PLAINTIFF JEFFERY WILDER, BY AND THROUGH HIS COUNSEL, TIFFANY SPANN-WILDER, ESQ.:

Defendant Deon Tedder ("Tedder"), by and through his undersigned counsel, and pursuant to Rule 12(b)(5) of the South Carolina Rules of Civil Procedure, hereby moves to dismiss Plaintiff's Complaint on the ground that Tedder has not been properly served pursuant to Rule 4(d)(1) SCRCP, and therefore, must be dismissed against Tedder as a matter of law.

This motion is supported by the pleadings, the law, the public record, a memorandum of law that will be filed at or before the hearing on this motion, and such other and further material as may be determined by the Court.

Respectfully submitted,

THE PEPER LAW FIRM, PA

s/ Mark. A. Peper
Mark A. Peper, Esq.
548 Savannah Highway
Charleston, SC 29407
P: 843-225-2520
F: 843-225-2554
mark@peperlawfirm.com

THE RUTHERFORD LAW FIRM, LLC

s/ J. Todd Rutherford
J. Todd Rutherford, Esq.
2113 Park Street
Columbia, SC 29201
803-256-3003
toddrutherford@gmail.com

Attorneys for Deon Tedder for SC House, LLC

July 17, 2020
Charleston South Carolina

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	Case No. 2020-CP-10-2678
JEFFERY WILDER,)	
)	
Plaintiff,)	
)	
v.)	
)	
CHARLESTON COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, CHARLESTON COUNTY DEMOCRATIC PARTY, DORCHESTER COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, DORCHESTER COUNTY DEMOCRATIC PARTY, S.C. DEMOCRATIC PARTY, SOUTH CAROLINA ELECTION COMMISSION, DEON TEDDER, and DEON TEDDER FOR SC HOUSE, LLC,)	**DEON TEDDER FOR SC HOUSE, LLC'S MOTION TO DISMISS (In Lieu of Answer)**
Defendants.)	

TO PLAINTIFF JEFFERY WILDER, BY AND THROUGH HIS COUNSEL, TIFFANY SPANN-WILDER, ESQ.:

Defendant Deon Tedder for SC House, LLC ("Defendant" or the "LLC"), by and through its undersigned counsel, and pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, hereby moves to dismiss Plaintiff's Complaint on the ground that it fails to state facts sufficient to constitute a cause of action. Plaintiff's Complaint makes no mention or allegation whatsoever against the LLC, and therefore, must be dismissed against the LLC as a matter of law.

This motion is supported by the pleadings, the law, the public record, a memorandum of law that will be filed at or before the hearing on this motion, and such other and further material as may be determined by the Court.

Respectfully submitted,

THE PEPER LAW FIRM, PA

s/ Mark. A. Peper
Mark A. Peper, Esq.
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P: 843-225-2520
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THE RUTHERFORD LAW FIRM, LLC

s/ J. Todd Rutherford
J. Todd Rutherford, Esq.
2113 Park Street
Columbia, SC 29201
803-256-3003
toddrutherford@gmail.com

Attorneys for Deon Tedder for SC House, LLC

July 17, 2020
Charleston, South Carolina

ELECTRONICALLY FILED - 2020 Jul 17 3:56 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

ELECTRONICALLY FILED - 2020 Jul 22 3:57 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	2020-CP-10-2678
Jeffrey Wilder,	)	
Plaintiff,	)	
v.	)	ANSWER OF CHARLESTON
Charleston County Board et al,	)	COUNTY DEMOCRATIC PARTY
Defendants	)	
_____	)	

In answer to the Complaint, Defendant Charleston County Democratic Party alleges as follows:

1. Defendant Charleston County Democratic Party ("CCDP") admits paragraphs 1 through 7.
2. Defendant CCDP denies paragraph 8.
3. Defendant CCDP does not have the information to admit or deny such allegation for paragraph 9.
4. Defendant CCDP admits paragraphs 10-13.
5. In regards to paragraph 14 and 15, such is admitted, but the Board's Order dated June 11, 2020 was overturned by the Circuit Court in case 2020-CP-10-2720, in a hearing in which Plaintiff's counsel participated.
6. Paragraph 16 is admitted.
7. In regards to paragraph 17, Defendant CCDP asserts that a decertification was not appropriate, legal, or timely.
8. As to paragraph 18, Defendant CCDP admitted that Defendant Tedder voted, which was appropriate as the Board's Order was not yet filed.
9. In regards to paragraph 19, Defendant CCDP is informed and believe that Defendant Tedder has a South Carolina Drivers license now, but that such is not required to be a candidate do
10. In regards to paragraph 20. Defendant CCDP herein is informed and believed that Defendant Tedder was within his legal and constitutional rights to seek a hearing by the Circuit Court.
11. Paragraph 21 is admitted.

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12. Paragraphs 22 and 23 are denied.
13. In regards to Paragraph 24, Defendant CCDP admits we want candidates who meet the requirements of office, but deny that such have the right to take steps requested.
14. Paragraph 26 is denied, in reliance on the Order Granting Appeal filed July 2, 2020 in case 2020-CP-10-2720.
15. Defendant CCDP denies Paragraph 27.
16. In regards to Paragraph 28, Defendant CCDP denies that there was a duty to decertify in this matter as Defendant Tedder was pursuing his appeal rights, nor is there a determined process for decertifying when it is timely and proper to do so.
17. In regards to Paragraph 29, Defendant CCDP believes that the Court has ruled Tedder does meet such requirements.
18. Paragraphs 30 through 42 are denied.

COUNTERCLAIM

19. Defendant has had to hire an attorney to address these matters, and asserts that Plaintiff should bear the responsibility for the legal fees.

WHEREFORE,

a. Defendant seeks the case to be dismissed, as Plaintiff was allowed to intervene in Case 202-CP-10-2720, which has resolved these mattes with finality,
b. Defendant seeks attorney fees for the need to defend this suit, and
c. Such other relief that the Court finds just proper.

Respectfully submitted,

s/ *Colleen Condon*

Colleen Condon (Bar 07515)
4840 Chateau Ave
North Charleston SC 29405
colleen@condonfamilylaw.com

July 22, 2020

ELECTRONICALLY FILED - 2020 Jul 24 5:58 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	2020-CP-10-2678
Jeffrey Wilder,	)	
Plaintiff,	)	
v.	)	ANSWER OF SOUTH CAROLINA
Charleston County Board et al,	)	DEMOCRATIC PARTY AND DORCHESTER
Defendants	)	COUNTY DEMOCRATIC PARTI
_____	)	

In answer to the Complaint, Defendants South Carolina Democratic Party and Dorchester County Democratic Party alleges as follows:

1. Defendant South Carolina Democratic Party and Dorchester County Democratic Party admit paragraphs 1 through 7.
2. Defendants deny paragraph 8.
3. Defendants do not have the information to admit or deny such allegation for paragraph 9.
4. Defendants admit paragraphs 10-13.
5. In regards to paragraph 14 and 15, such is admitted, but the Board's Order dated June 11, 2020 was overturned by the Circuit Court in case 2020-CP-10-2720, in a hearing in which Plaintiff's counsel participated.
6. Paragraph 16 is admitted.
7. In regards to paragraph 17, Defendants assert that a decertification was not appropriate, legal, or timely.
8. As to paragraph 18, Defendants admitted that Defendant Tedder voted, which was appropriate as the Board's Order was not yet filed.
9. In regards to paragraph 19, Defendants were informed and believe that Defendant Tedder has a South Carolina Drivers license now, but that such is not required to be a candidate do
10. In regards to paragraph 20. Defendants herein are informed and believed that Defendant Tedder was within his legal and constitutional rights to seek a hearing by the Circuit Court.
11. Paragraph 21 is admitted.

ELECTRONICALLY FILED - 2020 Jul 24 5:58 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

12. Paragraphs 22 and 23 are denied.
13. In regards to Paragraph 24, Defendants admit they want candidates who meet the requirements of office, but deny that such have the right to take steps requested.
14. Paragraph 26 is denied, in reliance on the Order Granting Appeal filed July 2, 2020 in case 2020-CP-10-2720.
15. Defendants deny Paragraph 27.
16. In regards to Paragraph 28, Defendants deny that there was a duty to decertify in this matter as Defendant Tedder was pursuing his appeal rights, nor is there a determined process for decertifying when it is timely and proper to do so.
17. In regards to Paragraph 29, Defendants believe that the Court has ruled Tedder does meet such requirements.
18. Paragraphs 30 through 42 are denied.

COUNTERCLAIM

19. Defendants have had to hire an attorney to address these matters, and asserts that Plaintiff should bear the responsibility for the legal fees.

WHEREFORE,

a. Defendants seeks the case to be dismissed, as Plaintiff was allowed to intervene in Case 202-CP-10-2720, which has resolved these mattes with finality,
b. Defendants seek attorney fees for the need to defend this suit, and
c. Such other relief that the Court finds just proper.

Respectfully submitted,

s/ *Colleen Condon*

Colleen Condon (Bar 07515)
4840 Chateau Ave
North Charleston SC 29405
colleen@condonfamilylaw.com

July 24, 2020

ELECTRONICALLY FILED - 2020 Jul 31 12:37 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON JEFFERY WILDER, Plaintiff, v. CHARLESTON COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, CHARLESTON COUNTY DEMOCRATIC PARTY, DORCHESTER COUNTY BOARD OF VOTER REGISTRATION & ELECTIONS, DORCHESTER COUNTY DEMOCRATIC PARTY, S.C. DEMOCRATIC PARTY, SOUTH CAROLINA ELECTION COMMISSION, DEON TEDDER, and DEON TEDDER FOR SC HOUSE, LLC, Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT Case No. 2020-CP-10-2678 **DEFENDANT DEON TEDDER FOR SC HOUSE, LLC'S MOTION FOR PROTECTIVE ORDER, MOTION TO QUASH SUBPOENA AND REQUEST FOR SANCTIONS**

TO PLAINTIFF JEFFERY WILDER, BY AND THROUGH HIS COUNSEL, TIFFANY SPANN-WILDER, ESQ.:

Defendant Deon Tedder for SC House, LLC ("the LLC"), by and through its undersigned counsel, and pursuant to Rules 11, 12(b)(4), 12(b)(6), 26(c), 30(a)(1), 30(a)(2), 30(b)(1), and 45(b)(1) of the South Carolina Rules of Civil Procedure along with S.C. Code Section 15-36-10, hereby moves for a Protective Order prohibiting the deposition scheduled for August 4, 2020; an Order quashing the subpoena issued to Conrex Property Management demanding the production of documents at said deposition; an Order of sanctions against Plaintiff's counsel; an Order awarding the payment of defendant's fees and costs associated with the filing of this motion to be paid by plaintiff; and for any other relief the Court sees fit.

ELECTRONICALLY FILED - 2020 Jul 31 12:37 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

Plaintiff's underlying action[1] initiated on June 19, 2020, seeks a declaratory judgment from this Court finding that Defendant Deon Tedder does not meet the constitutional requirements to serve as the SC House Representative for District 109 based on the allegation that Mr. Tedder did not reside within the district when he filed for office on March 23, 2020.[2]

The underlying action named a total of seven (7) defendants, six (6) of whom, including the LLC[3], have been properly served to date. Defendant Deon Tedder, however, still has not been personally served with the Summons and Complaint pursuant to Rule 4, SCRCP as of the date of this filing, however, for judicial economy reasons alone, filed a Motion to Dismiss in Lieu of Answer pursuant to Rule 12(b)(4), SCRCP on July 17, 2020. Similarly, Defendant LLC filed a Motion to Dismiss in Lieu of Answer pursuant to Rule 12(b)(6), SCRCP, and Defendant Charleston County Democratic Party, Defendant S.C. Democratic Party, and Defendant Dorchester County Democratic Party included a Motion to Dismiss in their respective Answers. These motions, all of which are dispositive, remain pending and have not been heard by this Court.

On July 22, 2020, during the pendency of these dispositive motions and prior to serving all named Defendants, Plaintiff allegedly served a non-party Subpoena and non-party Notice of Deposition of Corporate Designee LLC on Conrex Property Management commanding its

[1] Plaintiff Wilder finished third of three in the Democratic primary for SC House 109 on June 9, 2020. The top two vote getters, Defendant Tedder and Mr. Johnson, who is not a party to this action, proceeded to a run-off scheduled for June 23, 2020. On June 19, 2020, Plaintiff, through his wife, sought an Order declaring that Defendant Tedder was unqualified to run for this seat so that, presumably, regardless of the votes cast for each remaining candidate in the upcoming run-off, Mr. Johnson would receive the nomination by default, since that is the only remedy allowed by state law in party primaries.

[2] The Complaint also requested "an Order requiring Defendants to remove Defendant Deon Tedder from the ballot as a candidate for SC House of Representatives District 109; an Order to prevent the SCEC from certifying any votes cast by way of absentee ballot in the primary election or any run-off election; and a temporary restraining order, preliminary injunction, and permanent injunction enjoining Defendant Deon Tedder from running for SC House District 109." This requested relief is now moot as a result of Mr. Tedder receiving the most votes in a run-off on June 23, 2020 and being certified by the SC Democratic Party as their duly qualified nominee for House District 109 for the general election scheduled for November 3, 2020.

[3] Defendant LLC was served on June 22, 2020.

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corporate designee to sit for a deposition five (5) days later, on July 27, 2020, and produce various documents when doing so. Plaintiff then forwarded a copy of the non-party Subpoena and non-party Notice of Deposition to counsel for all defendants listed above, to include those yet to be personally served with the underlying action, at 11:57pm on July 22, 2020 by electronic mail.

The day following, counsel for defendant Charleston County Democratic Party kindly reminded Plaintiff and his counsel/wife that Rule 45(b)(1), SCRCP, requires that "notice in writing of any commanded production of documents and things…shall be served on each party prescribed by Rule 5(b) at least 10 days before the time specified for compliance." As a result, plaintiff allegedly served an amended non-party Subpoena and amended non-party Notice of Deposition of Corporate Designee LLC on Conrex Property Management on July 23, 2020 commanding its corporate designee to sit for a deposition at 8:00am on August 4, 2020 and requiring it to produce various documents when doing so, then noticed counsel for all defendants listed above of same, to include those yet to be personally served with the underlying action.

I. The Court should issue a protective order because Plaintiff has not received leave of court to proceed with an oral deposition.

Rule 30(a)(1), SCRCP, requires leave of court to take an oral deposition "prior to the expiration of 30 days after service of summons and complaint..." As referenced above and detailed in his Motion to Dismiss pending before this Court, Defendant Deon Tedder has not yet been served with the Summons and Complaint in this matter, thus the taking of any depositions in the underlying matter require leave of the Court. Further, for the six (6) other defendant who have been served, the earliest date that oral depositions could commence absent leave of court would be August 15, 2020.[4]

[4] Defendant South Carolina Election Commission accepted service of the Summons and Complaint on July 15, 2020, thus absent leave of Court, 30 days following service would be August 15, 2020 at the earliest.

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II. The Court should issue a protective order because there are dispositive motions pending before it in this matter.

Despite curing the notice requirement of Rule 45(b)(1), SCRCP, by continuing the non-party deposition from July 27, 2020 to August 4, 2020, defendants are still entitled to the protections afforded it under Rule 26(c), SCRCP, which allows this Court to "protect a party or person from…undue burden by expense…" The multiple Motions to Dismiss pending before this Court are dispositive of the case, and if granted, shall end the matter with prejudice. Requiring the parties to perform discovery and attend depositions during the pendency of the dispositive motions create an undue burden and expense for the LLC, Mr. Tedder, and all other defendants who have dispositive motions pending at this time. The LLC moves for a Protective Order pursuant to Rules 26(c), 12(b)(4) and (6), SCRCP.

III. The Court should sanction the Plaintiff for improperly signing the Notice of Deposition and Subpoena.

Counsel for the Plaintiff purposely and improperly served a Notice of Deposition and Subpoena. Such actions warrant sanctions under Rules 30(a)(2) and 11, SCRCP, and the South Carolina Frivolous Proceedings Sanctions Act, Section 15-36-10 of the South Carolina Code. Rule 30(a)(2), SCRCP, states that the "sanctions provided by Rule 11, SCRCP, are applicable to the certification" on a Notice of Deposition. Rule 11, SCRCP, provides that "the written or electronic signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information and belief there is good ground to support it; and that it is not interposed for delay." Further, Rule 11, SCRCP, allows the court, if a pleading, motion or other paper is signed in violation the Rule, to impose an "appropriate sanction…which may include an order to pay to the other party the amount of the reasonable

expenses incurred because the filing of the pleading, motion or other paper, including a reasonable attorney's fee."

Section 15-36-10 provides in part that an attorney filing a motion certifies that

> (a) the person has read the document;
> (b) a reasonable attorney in the same circumstances would believe that under the facts his claim or defense may be warranted under the existing law or, if his claim or defense is not warranted under the existing law, a good faith argument exists for the extension, modification, or reversal of existing law;
> (c) a reasonable attorney in the same circumstances would believe that his procurement, initiation, continuation, or defense of a civil cause is not intended merely to harass or injure the other party; and
> (d) a reasonable attorney in the same circumstances would believe his claim or defense is not frivolous, interposed for delay, or brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based.

S.C. Code Ann. § 15-36-10(3)(a)-(d).

Moreover, the attorney may be sanctioned if

> (ii) a reasonable attorney in the same circumstances would believe that under the facts, his claim or defense was clearly not warranted under existing law and that a good faith or reasonable argument did not exist for the extension, modification, or reversal of existing law;
> (iii) a reasonable attorney presented with the same circumstances would believe that the procurement, initiation, continuation, or defense of a civil cause was intended merely to harass or injure the other party; or
> (iv) a reasonable attorney presented with the same circumstances would believe the pleading, motion, or document is frivolous, interposed for merely delay, or merely brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based;
>
> (b) making frivolous arguments a reasonable attorney would believe were not reasonably supported by the facts; or
>
> (c) making frivolous arguments that a reasonable attorney would believe were not warranted under the existing law or if there is no good faith argument that exists for the extension, modification, or reversal of existing law.

S.C. Code Ann. § 15-36-10(4)(a)(ii)-(iv), (b), (c).

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Sanctions under the Act may include "an order for the party represented by an attorney or pro se litigant to pay the reasonable costs and attorney's fees of the prevailing party under a motion pursuant to this section. Costs shall include, but not be limited to, the following: the time required of the prevailing party by the frivolous proceeding, and travel expenses, mileage, parking, costs of reports, and any additional reasonable consequential expenses of the prevailing party resulting from the frivolous proceeding." S.C. Code Ann. § 15-36-10(G)(1).

The LLC has incurred expenses and attorney's fees to bring this motion. As a result, the LLC respectfully requests this Court grant the LLC's Motion for Protective Order prohibiting the non-party deposition unilaterally noticed by plaintiff for 8AM on August 4, 2020 from proceeding until the various dispositive motions have been ruled upon; grant the LLC's Motion to Quash Subpoena; sanction the Plaintiff and his counsel for its above referenced conduct; and award the LLC the expenses and attorney's fees incurred in bringing this motion upon receipt of an affidavit of costs being presented to this Court.

This motion is supported by the pleadings, the law, the public record, the SCRCP, a memorandum of law that may be filed at or before the hearing on this motion, and such other and further material as may be determined by the Court. The undersigned attests that additional consultation with counsel for the Plaintiff will serve no useful purpose and is not therefore required.[5]

- SIGNATURE PAGE TO FOLLOW -

[5] Attached as "Exhibit A" to this motion is Defendant LLC's Rule 11 Letter to counsel for Plaintiff of July 28, 2020

Respectfully submitted,

THE PEPER LAW FIRM, PA

s/ Mark. A. Peper
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Attorneys for Deon Tedder for SC House, LLC

July 30, 2020
Charleston, South Carolina

ELECTRONICALLY FILED - 2020 Jul 31 12:37 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

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EXHIBIT A

MARK A. PEPER, ESQ.
MARK@PEPERLAWFIRM.COM

MARVIN R. PENDARVIS, ESQ.
MARVIN@PEPERLAWFIRM.COM

BRENNA D. WILES, ESQ.
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ELECTRONICALLY FILED - 2020 Jul 31 12:37 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

July 28, 2020

VIA ELECTRONIC MAIL

Tiffany Spann-Wilder, Esq.
Spann Wilder Law, LLC
PO Box 7088
N. CHarleston, SC 29415

Re: Wilder v. CCBVRE, et al
2020-CP-10-2678

Dear Tiffany:

I hope this finds you doing well and staying safe. Please allow this correspondence to serve as my Rule 11 letter on behalf of Deon Tedder and Deon Tedder for SC House, LLC as it relates to your July 22, 2020 non-party Subpoena and non-party Notice of Deposition issued to Conrex Property Management commanding its corporate representative to produce various documents and appear to testify at a deposition on today, July 27, at 3:00PM.

By way of review, this matter was initiated by your client through the filing of a Summons and Complaint on June 19, 2020. The specific relief sought therein was "a declaration from the Court that Mr. Tedder does not meet the Constitutional requirements to become the SC House of Representatives member from District 109 because he was not domiciled in the district at the time of filing" as well as an injunction enjoining various state entities from doing what they are statutorily required to do.

All defendants accepted service between June 22 and July 15, 2020, with the exception of my two clients, Mr. Tedder and his LLC. According to the Affidavits of Service filed on June 26, 2020, service was presumably affected on my clients by "delivering and leaving a copy with the office manager at his principal place of business" on June 19, 2020. While this attempt to serve my clients fails to comply with SCRCP Rule 4 on its face, my office treated the LLC as being served since Mr. Tedder's business address and registered agent address are one in the same. However, Rule 4(b)(1) is clear regarding Mr. Tedder individually and requires the action to be served upon him personally. To date, he has still not been served.

Nonetheless, my clients filed a Motion to Dismiss in Lieu of Answer on July 17, 2020, both of which are pending before the Court. A few others have filed an Answer and Motion to Dismiss, while the remaining defendants, to the extent they are even required to do so, have yet to

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Answer. I suspect this is because the relief which you seek is moot and shall therefore be dismissed by the Court at its earliest opportunity for the following reasons: As it relates to your request to enjoin the Defendants from performing their statutory duties, our Supreme Court has already ruled on this issue. By Order of June 24, 2020 in *Johnson v. CCBVRE* (2020-CP-10-02729)[1] in response to the SC Election Commission's petition for writ of supersedeas, the Court ruled that the parties were not only allowed but *required* to carry out their statutory duty to certify the results of the House District 109 election, which they promptly did as required by state law.

Similarly, your relief sought to have the Court declare Mr. Tedder an unqualified candidate for House District 109 because he was not domiciled in the district when he filed to run for this seat[2] has already been ruled on by the Circuit Court. Included in his Order, specifically, was a finding of fact by the Hon. R. Markley Dennis, Jr. that, "(o)n February 28, 2020, Mr. Tedder established his domicile at 2629 Orchid Avenue, North Charleston, SC 20405, a property located within House District 109."[3] As I'm sure you will agree, February 28, 2020 is before March 23, 2020 when Mr. Tedder filed to run for House District 109, thus the relief you seek has already been ruled upon by the same Court in which your action is pending. While you may not agree with Judge Dennis' findings of facts and Order of July 2, 2020, it is the final disposition on this issue and will remain a Final Order since it was not timely appealed.[4]

For the reasons stated above, I would implore you to voluntarily dismiss this action on your own accord and serve the parties notice of same. The people of District 109 have spoken; as have the Courts in ruling that Mr. Tedder established his domicile in District 109 on February 28, 2020; was properly certified as a candidate for House District 109 on March 23, 2020; and was properly certified as the winner of the Democratic primary after the voters chose him to be their state representative at a primary on June 9, 2020 and again in a primary run-off on June 23, 2020. Further, our Courts have ruled that the other defendants complained of in your action *must* comply with their statutory duty to certify the results of this election, thus every remedy you seek has already been fully addressed and adjudicated. While I applaud your ongoing effort on behalf of your husband and his unsuccessful campaign, moving forward with a frivolous action as his counsel could have lasting consequences, both personally and professionally. As your friend, Tiffany, please consider dismissing this action on your own accord.

In the event you choose not to do so, please know that I must continue to aggressively defend my clients and take all action required of me, to include seeking payment for my costs and expenses incurred and seeking sanctions against you not only for the reasons stated above, but for your consistent failure to follow the rules of our courts referenced below.

SCRCP Rule 4(b)(1) clearly states that all individual defendants must be served personally with a copy of the action; you failed to do so. SCRCP Rule 45(b)(1) clearly states that all parties

---

[1] *See* SCSC Order of June 24, 2020. (App. Case No. 2020-000922)

[2] Mr. Tedder filed his Statement of Intention of Candidacy and Party Pledge for House District 109 on March 23, 2020.

[3] *See* Order of R. Markley Dennis, Jr. of July 2, 2020 in *Tedder v. SCBVRE*. (2020-CP-10-2720)

[4] While your client filed a Motion to Reconsider this Order on or about July 11, 2020, he failed to fully comply with SCRCP Rule 59 and as a direct result, the Order became final and the matter was officially closed and marked "Disposed" by the Clerk of Court. *See Tedder v. SCBVRE*. (2020-CP-10-2720)

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shall be served with a request for document production and notice for deposition at least 10 days before the time specified for compliance; you failed to do so, at least initially, and when it was brought to your attention, you blindly noticed the rescheduled deposition of the non-party deponent for August 4, 2020 at 8:00AM. While I am unaware of a rule mandating that you ask for the available dates of other parties, it is certainly customary and courteous; you failed to do so.[5] SCRCP Rule 12(b)(4) and 12(b)(6) are affirmative defenses and are dispositive of the case, thus the parties are required to refrain from performing discovery and scheduling oral depositions until the motions are ruled upon; you failed to do so. SCRCP Rule 26(c) requires you to refrain from causing an undue burden by expense on another party; you failed to do so. SCRCP Rule 30(a)(1) requires you to seek leave of court to take an oral deposition prior to the expiration of 30 days after service of the summons and complaint; you failed to do so. SCRCP Rule 11 and Rule 30(a)(2) require you to have good grounds to support your belief that you are entitled to schedule a deposition before serving notice of same; you failed to do so. Finally, SC Code Section 15-36-10 requires you to attest that your claims are warranted under the existing law, as supported by the existing facts, and not frivolous; you failed to do so and continue to prosecute your claims based on previously adjudicated facts.

Given the above, I would renew my plea for you to voluntarily dismiss this matter. In the very least, I would ask you to comply with the rules of our court moving forward, to include seeking leave of Court to take the deposition of the non-party witness as scheduled on August 4, 2020, and if leave is not granted, continue the deposition to a later date and refrain from scheduling any additional depositions until all parties have been served, the pending dispositive motions have been ruled upon, and all rules have been complied with. If you have not indicated your willingness to do so on or before 12pm on Thursday, July 30, 2020, I will have no choice but to file a Motion for Protective Order and Motion to Quash Subpoena and request sanctions therein. I sincerely hope that I am not forced to do so but it's completely up to you. I look forward to your timely response. With best regards, I am

Sincerely,

Mark A. Peper, Esq.

Cc: J. Todd Rutherford, Esq. as Co-counsel for Deon Tedder and Tedder for House, LLC
Colleen Condon, Esq., as Counsel for CC Dem, Dorch. Co Dem, and SC Dem Party
Sam Howell, Esq., as Counsel for CCBVRE
Harrison Brant, Esq., as Counsel for SC Election Commission
Luke Latta, Esq, as Counsel for Conrex Property Management Corp.

[5] In speaking with counsel for Conrex, it appears that he indicated he would make his client available at a date and time that was decided upon by all interested parties. Since no other parties were consulted prior to providing him the date and time of his client's deposition, it is disingenuous, at best, for you to state in your email of July 23, 2020 that their client's deposition had been "approved by and arranged with Conrex counsel."

ELECTRONICALLY FILED - 2020 Jun 29 4:49 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002720

STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON)	IN THE COURT OF COMMON PLEAS IN THE NINTH JUDICIAL CIRCUIT
DEON TEDDER,)) Appellant,)) BOARD OF VOTER REGISTRATION) and ELECTION for CHARLESTON) COUNTY,)) Respondent.)	Civil Action #: 2020-CP-10-2720 **NOTICE & MOTION FOR INTERVENTION AS OF RIGHT**

Jeffery Wilder moves the court, pursuant to Rule 24(a) of the South Carolina Rules of Civil Procedure, to allow him to intervene as a Respondent in the above styled action. In support of the motion, the movant shows the following to the court:

1. The movant has an interest in the subject matter of this appeal and he is so situated that the disposition of the action will as a practical matter impair or impede the movant's ability to protect that interest of the voters of SC House District 109.

2. The movant's interests are not adequately represented by the existing parties because the Board of Voter Registration and Election for Charleston County is an agency charged with maintaining voter information and carrying out elections. The outcome of this matter would not impact it. As such, it's appearance before the Court is simply perfunctory in nature because it was a named party.

3.The movant's interest was represented by counsel on a status conference this morning regarding this appeal and two (2) pending declaratory actions arising out of facts inextricably tied to this appeal. It appears that in order to protect his interest in the action pending that movant should have the right to be heard.

4. The movant is a real party in interest as defined in Rule 17(a) of the South Carolina Rules of Civil Procedure and that his rights may be impacted if not allowed to intervene.

5. The affidavit of Jeffery W. Wilder supporting this motion is attached as Exhibit A.

WHEREFORE, Jeffery Wilder moves the court to allow him to intervene in the matter and for such other and further relied in favor of Jeffery Wilder as the court deems just and appropriate.

SPANN WILDER LAW, LLC

By: s/ Tiffany R. Spann-Wilder

Tiffany R. Spann-Wilder, SC Bar # 15913
Spann Wilder Law, LLC
2131 Dorchester Road
P.O. Box 70488 (29415)
N. Charleston, SC 29405
(843) 266-7792
Attorney for Movant Jeffery Wilder

North Charleston, South Carolina
June 29, 2020

ELECTRONICALLY FILED - 2020 Jun 29 4:49 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002720

EXHIBIT A

ELECTRONICALLY FILED - 2020 Jun 29 4:49 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002720

ELECTRONICALLY FILED - 2020 Jun 29 4:49 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002720

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT OF JEFFERY W. WILDER

Personally appeared before me Jeffery W. Wilder, who being duly sworn deposes and states:

1. My name is Jeffery W. Wilder and I am a resident of Charleston County, more specifically 6977 Dorchester Road, North Charleston, SC 29418, and I am over eighteen (18) years of age and legally competent to provide this affidavit.

2. I am a registered voter in the State of South Carolina, Charleston County and my home address places me inside the South Carolina House District 109 lines.

3. South Carolina House District 109 is comprised of approximately 37,000 residents.

4. On March 17, 2020 I filed to become a Candidate to represent the District in the State House of Representatives.

5. On April 1, 2020 I notified Colleen Condon the Charleston County Democratic Party Chair and Trav Robertson the Chair of the SC Democratic Party that I had information supporting Deon Tedder not being a resident of SC District 109. I provided this information in advance of the party's April 6, 2020 deadline to certify candidates.

6. To my knowledge, no action was taken to verify the information provided and to further vet the candidacy.

7. On May 29, 2020 the Charleston County Board of Elections held a hearing to challenge the status of Tedder's voter registration. He did not appear but was represented by counsel and presented his claim by way of affidavit.. The Board found that Tedder was not a duly qualified elector at 2629 Orchid Avenue, North Charleston, SC 29405.

8. Colleen Condon was present at the Board's hearing and became instantly aware of the ruling. The Charleston County Democratic Party nor the SC Democratic Party took any action to remove Tedder from the ballot despite inquiry of how they would proceed.

9. On June 9, 2020 the primary was held for SC House District 109. I received approximately 25% of the votes in this three (3) way race resulting in the fewest votes and was unable to proceed to the run off.

10. On June 11, 2020 the Board of Voter Registration's singe order from the May 29, 2020 hearing was served on all parties.

11. As a result of having a disqualified candidate on the ballot I do not believe that I was given a fair opportunity to go before the voters of House District 109. South Carolina Constitution Article III, Section 7 requires that a candidate for the SC Senate and SC House of Representatives be a resident of the District at the time they file to run.

12. At the time Tedder filed to run for SC House District 109 on March 23, 2020, he did not possess a SC Driver's License nor did he have a vehicle registered in the State of South Carolina.

13. I believe that voters of SC House District 109 deserve to have a Representative who lives in the district and is duly qualified to serve. Therefore, if this request sought herein is not granted irreparable injury will occur to me as a voter, as a candidate and most importantly to the thousands of citizens in District 109.

14. I am informed and believe the South Carolina Constitution mandates that any candidate for the House or Senate must live in the district at the time of filing. Because Mr. Tedder did not there is no way for him to cure the this defect in his candidacy for District 109. The State Democratic Party has thus far been unwilling to take the required action. As a result if I am not allowed to intervene then it's likely the party will place on the general election ballot a candidate who could be disqualified by his opponent in the general election which would lead to thousands of Democratic District 109 voters being disenfranchised.

JEFFERY W. WILDER

Sworn to and subscribed before me

this 29th day of JUNE, 2020

Notary Public for South Carolina
My Commission Expires: 7-31-2024

TIFFANY R SPANN-WILDER NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 07-31-2024

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ELECTRONICALLY FILED - 2020 Aug 24 2:55 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON)	IN THE NINTH JUDICIAL CIRCUIT
JEFFERY WILDER,)	Civil Action #: 2020-CP-10-2678
Plaintiff,)	
)	
Charleston County Board of Voter)	**PLAINTIFF'S OPPOSITION TO ALL DEFENDANTS MOTION TO DISMISS, MOTION FOR SANCTIONS & MOTION FOR PROTECTIVE ORDER**
Registration & Elections, Charleston)	
County Democratic Party, Dorchester)	
County Board of Voter Registration &)	
Elections, Dorchester County Democratic)	
Party, S.C. Democratic Party,)	
South Carolina Election Commission)	
Deon Tedder, & Deon Tedder for SC)	
House, LLC.)	
_____ _Defendants._____)	

The Plaintiff, Jeffery W. Wilder, by and through his counsel will respectfully show unto this court that this matter is a viable claim and should remain pending final disposition of the relief pled. The majority of the issues contended by Defendant Tedder and Tedder, LLC are moot.

Plaintiff filed this action to ultimately have a court of competent jurisdiction make a determination of Defendant Tedder's constitutional qualification to run for the South Carolina House of Representatives in District 109. South Carolina Constitution Article III, Section 7 provides guidelines for persons running for SC House and Senate seats that one ***must reside in the District at the time of filing***. That is the issue here, whether Plaintiff can establish that Tedder fails this requirement and is thereby unqualified to have run for the office and remains unqualified be on the ballot in the general election as such. This is separate and distinct claim from Tedder's appeal of the Charleston County Board

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of Voter Registration's claim . The board's order clearly establishes the limited scope they have to merely determine if Tedder was a qualified elector at the address he used to run for office. (See Exhibit A- CCBVRE June 11, 2020 Order). Defendant Tedder by way of counsel asserts in footnote 1 of his Motion for Protective Order that Plaintiff's suit could not avail him of the legal remedies he seeks because he was not the final challenger in the race with Tedder for the primary run-off. Plaintiff contends that this analysis is fatally flawed. If Tedder was never a valid candidate for the race and constitutionally unqualified then ALL who were situated and qualified for the race would have an opportunity to present themselves to the voters of House District 109 again in a special primaru. Every candidate has the right to face only other qualified candidates.

Dismissal of Deon Tedder, LLC As a Party

Deon Tedder is the sole member of the LLC and it was formed on March 19, 2020 for the purpose of running for the House District 109 Seat. (See Exh B). The introductory paragraph of the pleadings where Plaintiff lists all the parties to the litigation complained about and how they would be referenced throughout the document, in the last sentence it is stated, "Deon Tedder and Deon Tedder for House, LLC (both hereinafter "Tedder) alleges as follows". Thus, at all times that Tedder is referenced in the pleadings the allegation is to be Tedder personally and within his capacity as the sole member of the LLC created for the purpose of running for office. The complaint is replete with the allegations of "Tedder" noted in the

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capacities jointly and thus the LLC should not be dismissed as a party to the suit. Deon Tedder and Deon Tedder for SC House, LLC are one in the same.

Violations/Sanctions Under Rule 11, Rule 12(b)(4)Rule 26, Rule 30, Rule 45(b)(1)

Defendant's argument of Rule 30(a)(2) and Rule 11 being relevant here to impose sanctions are wholly misinterpreted. Rule 30(2) affords sanctions under Rule 11 when counsel has attested to a deposition outside of the thirty (30) days of all parties to the action being served ***"if the notice (A) states that the person to be examined is about to go more than 100 miles from the place of trial. Or is about to go out of the State, or is bound on a voyage to sea, and will be unavailable for examination unless his deposition is taken before expiration of the 30-day period provided in Rule 30(a)(1), and (B) sets forth facts to support the statement."***

The initial Notice of Deposition was served on July 21, 2020 at 11:57pm via email[1]. The next day, Colleen Condon, Esquire, Counsel for Charleston & Dorchester County Democratic Parties brought the error of six (6) versus ten (10) days notice to my attention and the matter was immediately corrected. A second Notice of Deposition was issued on July 23, 2020 for Tuesday, August 4, 2020. At the time of issuing the Notice of Deposition, Deon Tedder and Deon Tedder, LLC had answered

[1]Counsel for Defendants Tedder and Tedder, LLC incorrectly stated that the Notice of Deposition was served on July 22, 2020.

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the Summons/Complaint separately based on the June 19, 2020 service. No allegation of ineffective service was pled by Tedder and it was presumed that the matter was ripe to proceed with oral examination.

Then on July 28, 2020, at 11:53 am, Mr. Peper sent a Rule 11 letter via email on behalf of Deon Tedder and Deon Tedder for SC House, LLC. It was in this letter that it was first conveyed that Mr. Peper was challenging the service upon Deon Tedder personally, thus bringing into question the post thirty (30) day time frame for depositions. Immediately, I sought to perfect service on Mr. Tedder and had service attempted on the evening of July 28, 2020. (See Exh. C - Affidavit of Non-Service). While the door was answered by an adult male, service was declined. Thereafter, on July 31, 2020 I reached out to Mr. Peper via email following up with him about accepting service for his client or at least arranging acceptance of service for his client and that I would review his positions in the Rule 11 letter. I further noted I was not unwilling to change the deposition, but I was not inclined to dismiss the claim as I did not believe that the action was frivolous citing that the deposition might help us find some common ground. (See Exh. D-July 31, 2020 E-Mail to Mark Peper, Esq.). At all times the non-party witness was represented by counsel and all service of the deposition notice and date and time were facilitated with those attorneys. Never in the issues of these notices of deposition did plaintiff assert that any factor in Rule 30(b)(2) existed. The lack of thirty days post service was believed to have been met until his letter of July 28, 2020. Thus, Rule 11 sanctions would not at all be

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appropriate.

While Mr. Peper's email presenting the Rule 11 letter called for a willingness to talk, he was unresponsive to my initial request of accepting service for his client and then the subsequent request to arrange for Mr. Tedder to accept service. In light of his position and no clear agreement between us, the deposition was cancelled. Tedder was the only party who continued to be at odds with proceeding. After not hearing from Mr. Peper over the course of the weekend about service, I employed the Charleston County Sheriff's office for service. Mr. Tedder did respond to the Deputy and made an arrangement to meet for paperwork pick up. Service was perfected on August 5, 2020 and thus there is no Rule 12(b)(4) issue. (See Exh. E).

There was no need for a Protective Order to be issued - the issues here didn't warrant such. A protective order should only be issued to protect from annoyance, embarrassment, oppression or undue burden. The request to depose the property manager a the home where Tedder contends to reside is a legitimate request as his residency per our State's Constitution is at issue.

Motion to Dismiss under Rule (12)(b)(6)/Rule 56 Should Not be Granted nor Sanctions Imposed Under The S.C. Frivolous Claims Act

Under Rule 12(b)(6), SCRCP, a defendant may make a motion to dismiss based on a failure to state facts sufficient to constitute a cause of action. Generally, in considering a 12(b)(6) motion, the trial court must base its ruling solely upon allegations set forth on the face of the complaint. Stiles v. Onorato, 318 S.C. 297,

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457 S.E.2d 601 (1995). The 12(b)(6) motion may not be sustained if the facts alleged and inferences therefrom would entitle the plaintiff to any relief on any theory. Id. The matter should be viewed in a light most favorable to the Plaintiff. There are genuine issues of fact in which Tedder and the Charleston & South Carolina Democratic Parties should have to address based upon their actions (or inaction).

Defendants also assert that this cause of action is in violation of the S.C. Frivolous Claims Act and seek sanctions, fees and costs. In his letter dated July 28, 2020 and in his presentation to this court, Counsel seeks to emphasize that the client in this instance is my spouse and heavily relies on this as a the basis for my continuation with the claim. The letter and this assertion are condescending and misogynistic– thus, wholly offensive. The implication herein being that I am not able to look at the issues and legal basis due to my marital relationship. This is far from the truth. As someone who does have a strong personal tie to the Plaintiff, I would be the first to reign him in if his allegations were baseless. I have been licensed to practice law in this state since 1998. I have lead divisions of the SC Bar, served on various bar and other legal based organizations without a single blemish against my ability to practice law. I do not believe counsel would have asserted such claims against a male counterpart whose wife was the Plaintiff in the matter. The depiction of needing his words of wisdom and encouragement as a “friend” are unsolicited and sexist. As with all legal claims - the parties have varying viewpoints and that is the

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issue here as in any other matter I present for a client. The allegations are not frivolous, but fraudulent and that is the sanctionable part to this claim, not my pursuit thereof.

In order to effectively prosecute a claim the Frivolous Claims Act one must show that a reasonable attorney would not pursue such a matter; that it was done to harass or injure the party. It includes presenting an argument with reason to know that it would certainly fail, or acting without a basic level of diligence in researching the relevant law and facts.

The Plaintiff filed this action to have the opportunity to fully pursue avenues of discovery to determine if Tedder is constitutionally qualified to represent SC House District 109. Many of the issues could not be fully explored in a voter registration challenge due to the short window of time for a matter being heard (10 days from filing) and little to no discovery mechanisms. The Defendant argues that this claim is frivolous because Tedder prevailed on his appeal regarding the Charleston County Board of Voter Registration's decision that Tedder was not a valid elector at 2629 Orchid Avenue. However, that matter is not fully disposed of as a Motion was timely filed under Rule 59 and in the alternative Rule 60 and pending a ruling. The fact that the decision was reversed does not in and of itself establish that this claim is frivolous.

The Board stated that they are not able to determine the legal question of where Tedder's true domicile is and if he is then constitutionally qualified to run for

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SC House Seat 109 based on Article III, Section 7 of the South Carolina Constitution. The deposition of the Conrex Property Management Corporate Designee sought to present all parties with an opportunity to finally address this question which Defendant Tedder seeks to suppress as he knows the truth of the matter that would be brought forth.

As the deposition did not move forward in light of Defendant's request fora Protective Order, the foundation of the corporate designee's testimony was secured by way of an Affidavit to assure this court in a Motion to Dismiss/Summary Judgement that the action at hand was not without merit. Exhibit E, from Conrex Property Management's agent thwarts the Defendants Motion to Dismiss and Frivolous Claim allegations and establishes that the Plaintiff is wholly within his right to move this matter to conclusion without dismissal. The property record herein confirms the owner of the property and coupled with Tedder's sublease agreement Mr. Peper presented to the Board of Voter Registration on his behalf and the actual lease issued by this company will clearly establish that there are factual inaccuracies which require further judicial review. (See Exh. G-Record Owner, Sublease between Tedder and Pasoquen & Conrex Lease).

There is sufficient evidence within the pleadings, attachments to the pleadings, and attachments herein to this Memorandum in Opposition to deny each and every allegation made by Defendants to dismiss and for any penalty or sanction.

Respectfully submitted,

SPANN WILDER LAW, LLC

/s/ Tiffany R. Spann-Wilder
Tiffany R. Spann-Wilder, Esquire
2131 Dorchester Road
North Charleston, SC 29405
(843) 266-7792 (phone)
(843) 266-7797 (fax)
Tiffany@spannwilderlaw.com

Attorney for Jeffery Wilder

August 24, 2020
North Charleston, SC

ELECTRONICALLY FILED - 2020 Aug 24 2:55 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

2020-CP-10-2678

EXHIBIT B

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South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

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Deon Tedder for SC House, LLC

Corporate Information

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 03/19/2020

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: Deon Tedder

Address: 3844 Leeds Avenue
North Charleston, South Carolina 29405

Official Documents On File

Filing Type	Filing Date
Articles of Organization	03/19/2020

For filing questions please contact us at **803-734-2158**

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EXHIBIT C

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON)	IN THE NINTH JUDICIAL CIRCUIT
JEFFERY WILDER,)	Civil Action #: 2020-CP-10-2678
Plaintiff,)	
)	
Charleston County Board of Voter)	**AFFIDAVIT OF NON-SERVICE**
Registration & Elections, Charleston)	
County Democratic Party, Dorchester)	
County Board of Voter Registration &)	
Elections, Dorchester County Democratic)	
Party, S.C. Democratic Party,)	
South Carolina Election Commission)	
Deon Tedder, & Deon Tedder for SC)	
House, LLC.)	
Defendants.)	

I, Calvin Brown, Jr., on July 28, 2020 attempted to personally deliver a filed copy of the Summons & Complaint in the above captioned action to Deon Tedder at 2629 Orchid Street, North Charleston, SC 29405 at approximately 5:06 pm. A white/hispanic male opened the front door with a baby in his arms. He did not open the glass storm door. I advised that I had paperwork for Mr. Deon Tedder. The man at the door said that he was not accepting papers for anyone and closed the front door.

I left the property. I am not related to any party in this action by blood or marriage and I am not a party to this action.

Calvin Brown, Jr.

Sworn to before me this 29th day of JULY, 2020

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 07-31-2024

2020-CP-10-2678

EXHIBIT D

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ELECTRONICALLY FILED - 2020 Aug 24 2:55 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

From: Tiffany Spann-Wilder
To: Mark A. Peper
Subject: Wilder v. Tedder, LLC, CCBRE
Date: Friday, July 31, 2020 4:08:38 PM
Attachments: image001.png

Hey Mark- I see you motion. I have a lot going on this week – I haven't really processed it all. My paralegal lost her husband to COVID so it's been a long, long week trying to keep it all in motion. The deposition is set for Tuesday, not Monday. I'm not saying I won't postpone I just haven't reviewed it all for your position. I did send you an inquiry about accepting service or arranging for Deon to meet the process server outside his Leeds Ave office or so on tomorrow. I do not believe the action is frivolous and if we could get the service done and even an agreement to get the depo done we may well be able to find some common ground here.

Tiffany R. Spann-Wilder, Esquire
Spann Wilder Law, LLC
2131 Dorchester Road (29405)
PO BOX 70488
North Charleston, SC 29415
(843) 266-7792 // (843) 266-7797 (fax)
http://www.spannwilderlaw.com

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2020-CP-10-2678

EXHIBIT E

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Office of the Sheriff

County of Charleston

Sheriff J. Al Cannon, Jr.

Service Number:
S20004330

Sheriff Number:

Attorney or Party without Attorney
SPANN WILDER LAW LLC
2131 DORCHESTER RD
NORTH CHARLESTON, SC 29405
ATT: JEFFERY WILDER

Telephone Number:
(843) 266-7792

Court Use Only

Name and Address of Court
CHARLESTON COUNTY

Court Date and Time

Case Number
2020CP1002678

Plaintiff: JEFFERY WILDER
Defendant: CHARLESTON COUNTY BOARD OF VOTER REGISTRATION & ELECTION, ET AL

I, J. Al Cannon, Jr., ESQ., Sheriff of Charleston County, South Carolina; do hereby certify that I received the annexed on the 3rd day of August, 2020 the following:

SUMMONS, COMPLAINT, EXHIBIT A - C

Service was completed on the 5th day of August, 2020 at 12:16 PM, within the County of Charleston, State of South Carolina, as follows on: **TEDDER, DEON**

Personal Service: By delivering a copy to the Defendant(s) or Person(s) named above.

Person Served: DEON TEDDER
Served By: GATES, STEPHEN
Served At: 2629 ORCHID AVE NORTH CHARLESTON , SC 29405

Attest of Certified True Copy

Notary Public State of South Carolina
My Commission Expires: 9/16/29

I am a South Carolina Sheriff and I certify that the foregoing is true and correct.
J. Al Cannon, Jr., ESQ., Sheriff of Charleston County State of South Carolina
Date: 08/07/2020

By Deputy SGT. CRAVEN FOR DEP. GATES

Administrative Office
3691 Leeds Avenue
N. Charleston, SC 29405
~ Sheriff ~
Voice (843) 554-2230
Fax (843) 554-2243

Law Enforcement Division
3691 Leeds Avenue
N. Charleston, SC 29405
~ Patrol ~
Voice (843) 202-1700
Fax (843) 554-2234

Al Cannon Detention Center
3841 Leeds Avenue
N. Charleston, SC 29405
Voice (843) 529-7300
Fax (843) 529-7406

Judicial Center
100 Broad Street, Suite 381
Charleston, SC 29401
Voice (843) 958-2100
Fax (843) 958-2128

2020-CP-10-2678

EXHIBIT F

ELECTRONICALLY FILED - 2020 Aug 24 2:55 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

ELECTRONICALLY FILED - 2020 Aug 24 2:55 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	IN THE NINTH JUDICIAL CIRCUIT
	)	
JEFFREY WILDER, Plaintiff,	)	Civil Action #: 2020-CP-10-2678
	)	
Charleston County Board of Voter Registration & Elections, Charleston County Democratic Party, Dorchester County Board of Voter Registration & Elections, Dorchester County Democratic Party, S.C. Democratic Party, South Carolina Election Commission Deon Tedder, & Deon Tedder for SC House, LLC. Defendants.	)	**AFFIDAVIT OF KENNETH BARNES**

Personally appeared before me Kenneth Barnes, who duly sworn deposes and states:

1. My name is Kenneth Barnes and I am a resident of Berkeley County, South Carolina, and I am over eighteen (18) years of age and legally competent to provide this affidavit.

2. I am employed as a Market Leader with Conrex Property Management, LLC, which is located at 1505 King Street Ext., Suite 100, Charleston, South Carolina 29405. I have been employed with Conrex Property Management, LLC since June 2019. As part of my position as Market Leader, I oversee the property management and leasing of certain premises, including the Premises defined herein.

3. Conrex ML Portfolio 2019 01 Operating Company LLC owns the premises located at 2629 Orchid Avenue, North Charleston, South Carolina 29405 (the "***Premises***"). Conrex Property Management, LLC is the property manager of the Premises and is the representative of the owner with respect to the residential leasing of the Premises to tenants.

4. Residential lease of the Premises by tenants is subject to a Residential Lease Agreement between a tenant(s) and the landlord (by its agent, Conrex Property Management, LLC).

5. In the Residential Lease Agreement for the Premises, Mr. Deon Tedder is not listed either as a tenant or as other occupant of the Premises.

6. Under the Residential Lease Agreement, the only person(s) permitted to live in the Premises are the tenant and the other occupants listed at the signing of the Residential Lease Agreement. Any change in occupancy at the Premises desired by the tenant requires the written consent of the landlord, which must be documented in an amendment to the Residential Lease

Agreement, signed by the tenant and the landlord. No such amendment regarding occupancy has been executed by the tenant and the landlord regarding the Premises.

7. Under the Residential Lease Agreement, the tenant agrees not to transfer or assign the lease or sublease, license or permit the occupancy of others (including through services like AirBNB) of any part of the Premises without the landlord's prior written consent. No such prior written consent to sublease or to permit the occupancy of others has been provided by the landlord regarding the Premises.

AFFIANT FURTHER SAYETH NOT.

KENNETH BARNES

Sworn to and subscribed before me
this 3rd day of AUGUST, 2020

Theresa W. Stewart
Notary Public for South Carolina
My Commission Expires: 3/10/2021

Theresa W. Stewart
My Commission Expires
March 10, 2021

Notary Public
State of South Carolina

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2020-CP-10-2678

EXHIBIT G1

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No Images Available



LOCATION

Property Address	2629 Orchid Ave North Charleston, SC 29405-6820
Subdivision	Brentwood
County	Charleston County, SC

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	411-05-00-091
Alternate Parcel ID	
Account Number	
District/Ward	4-3
2010 Census Trct/Blk	38/3
Assessor Roll Year	2019

PROPERTY SUMMARY

Property Type	Residential
Land Use	Resid-Sfr
Improvement Type	Dwelling
	1966

CURRENT OWNER

Name	Conrex Ml Portfolio 2019 01 Operating Co LLC
Mailing Address	1505 King Street Ext Ste 100 Charleston, SC 29405-9442

SALES HISTORY THROUGH 07/08/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
11/12/2019	**$10**	Conrex Ml Portfolio 2019 01 Operating Co LLC	Sfr Mt LLC	Special Warranty Deed	34	0845/511
9/10/2018	$1,602,263	Sfr Mt LLC	Conrex Residential Property Grp 2012 2 Operating C	Special Warranty Deed	9	0747/118
2/7/2014	$10	Conrex Residential Property Group 2012 LLC			5	0394/395
5/28/1997	$65,500	Robinson Weldon M Sr				Z284/720
11/27/1995	$9	Hurtt Reba B				M262/073

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2019	**Assessment Year**	2019	**City Of North Charleston**	97.0
Appraised Land	$10,000	**Assessed Land**	$600	**Charleston County**	214.5

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Appraised Improvements	$125,000	**Assessed Improvements**	$7,500
Total Tax Appraisal	$135,000	**Total Assessment**	$8,100
Assessment Rate	6.00%	**Exempt Amount**	
		Exempt Reason	

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019	$669.60	$362.88	$2,456.55
2018	$285.20	$154.58	$1,132.42
2017	$277.15	$154.00	$1,067.09
2016	$277.72	$155.15	$1,038.11
2015	$280.02	$154.58	$1,006.72
2014	$171.35	$75.55	$441.70
2013	$218.15	$94.76	$522 27

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
02/12/2014	**$8,300,000**	Conrex Residential Property Gr	Firstkey Lending	0394/400
11/25/2006	$127,932	Robinson Weldon M Sr	Household Finance	C607/055

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Dwelling	**Condition**	Average	**Units**	1
Year Built	1963	**Effective Year**	1984	**Stories**	1
BRs	3	**Baths**	2 F 1 H	**Rooms**	6
Total Sq. Ft.	1,966				

Building Square Feet (Living Space) | **Building Square Feet** (Other)

- CONSTRUCTION

Quality		**Roof Framing**	Std For Class
Shape		**Roof Cover Deck**	Asphalt Shingles
Partitions		**Cabinet Millwork**	
Common Wall		**Floor Finish**	
Foundation	Normal For Class	**Interior Finish**	
Floor System		**Air Conditioning**	Central Air
Exterior Wall	Asbestos Siding	**Heat Type**	Forced Hot Air-Gas
Structural Framing		**Bathroom Tile**	
Fireplace	Y	**Plumbing Fixtures**	

- OTHER

Occupancy		**Building Data Source**	

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Resid-Sfr	**Lot Dimensions**	
Block/Lot	K/5	**Lot Square Feet**	
Latitude/Longitude	32.856450°/-80.011740°	**Acreage**	0.2

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PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		**Road Type**	
Electric Source		**Topography**	
Water Source		**District Trend**	
Sewer Source		**Special School District 1**	
Zoning Code		**Special School District 2**	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Brentwood	**Plat Book/Page**	
Block/Lot	K/5	**District/Ward**	4-3
Description	Lt 5 B k K		

FEMA FLOOD ZONES

LISTING ARCHIVE

MLS #	Status	Status Change Date	List Date	List Price	Closing Date	Closing Price	Listing Agent	Listing Broker	Buyer Agent	Buyer Broker
16022499	Rented	08/22/2016	08/22/2016	$1,050	08/22/2016	$1,050	Eric Haskins	Leasingandmanagement.Com	Eric Haskins	Leasingandmanagement.Com
15013596	Rented	06/10/2015	05/18/2015	$1,050	06/15/2015	$1,050	Eric Haskins	Leasingandmanagement.Com	Eric Haskins	Leasingandmanagement.Com
1326504	Rented	02/05/2014	10/15/2013	$995	02/05/2014	$995	Meghan Keefer	Carolina One Real Estate		
1313087	Sold	07/08/2013	05/20/2013	$69,900	07/08/2013	$57,500	Mickey D Durham	Mickey D Durham Realty	Troy Johnson	Carolina One Real Estate

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EXHIBIT G2

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RESIDENTIAL SUB-LEASE RENTAL AGREEMENT

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

State of South Carolina
County of CHARLESTON

This rental agreement made at NORTH CHARLESTON, South Carolina, this 28 day of FEBRUARY 2020, between DEON T. TEDDER Sub-lessee(s) (hereinafter called "**TENANT**"), and EDWARD PASOQUEN Sub-lessor (hereinafter called "**LANDLORD**"), shall provide as follows:

THE ☐ LANDLORD ☐ TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.

2. **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 CHARLESTON, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:
2629 ORCHID AVENUE, NORTH CHARLESTON, SC 29405 - PARCEL ID: 411-05-00-091

3. **TERMS:** This Rental Agreement shall commence on the 28 day of FEBRUARY, 2020, and end on the 27 day of FEBRUARY, 2021. 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.

4. **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.)

5. **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.

6. **RENT:** Tenant agrees to pay Landlord a rent of $ 500.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of $ 6,000.00. The rent is payable to: EDWARD PASOQUEN 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 $ 2.50 per day if rent is paid after the 7 day of the month, and an additional fee of $ 5.00 after the 15 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 $ 25.00 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.

[DT] TENANT [____] TENANT AND [EP] LANDLORD HAVE READ THIS PAGE. Form 410

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EXHIBIT 3

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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: DEON TEDDER AND JOHN PASOQUEN

In no event shall more than 2 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 N/A 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.

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

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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 with 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.

17. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the _____, _____ area, and shall receive permanent change of station orders out of the _____ _____ area, Tenant may, upon presentation of a copy of said orders of transfer

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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:

(a) 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

(b) 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.

Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the landlord shall return security deposit to the tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the tenant's security deposit if the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, with proper accounting as required by law.

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 $ 500.00 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

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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.

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 (5) business days after receiving notice from 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.

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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.

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, its 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 Landlord has no notice of the violation of the duties, fourteen (14) days before rent is 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 to 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.

36. **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.

[ ] TENANT [ ] TENANT AND [ ] LANDLORD HAVE READ THIS PAGE.

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

Mail: 2629 ORCHID AVENUE, NORTH CHARLESTON SC 29405

Phone: (Home) _____ (Work) _____

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. **MEGAN'S LAW:** The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

41. **ENTIRE AGREEMENT.** This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

42. **NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

43. **ADDITIONAL TERMS:** _____

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.

[ ] TENANT [ ] TENANT AND [ ] LANDLORD HAVE READ THIS PAGE.

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. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

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

Tenant _____ Witness to Tenant _____

Tenant's Email Address: _____

Phone: _____ Fax: _____

Tenant _____ Witness to Tenant _____

Tenant's Email Address: _____

Phone: _____ Fax: _____

Landlord _____ Witness to Landlord _____

LANDLORD'S AGENT AND COMPANY N/A _____

TENANT'S AGENT AND COMPANY N/A _____

TENANT'S AGENT IS PRESENTING THIS AGREEMENT AS A ☐ TENANT'S AGENT OR ☐ SUBAGENT OF THE 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®

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2020-CP-10-2678

EXHIBIT G3

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Conrex Property Management, LLC
Office: 1505 King St Ext., Suite 100, North Charleston, SC 29405-9329
Phone: 205-286-5081 / Web: rentconrex.com
833 4-CONREX (833-426-6739) Toll Free

RESIDENTIAL LEASE AGREEMENT

NOTICE: THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, SUBJECT TO THE PROCEDURES SET FORTH IN SECTION 27 OF THE GENERAL TERMS.

Specific Terms

Date:	
County / State:	
Premises:	1
Landlord/Owner:	Conrex Property Management, LLC
Property Manager:	R
Main Office:	Office: 1505 King St Ext., Suite 100, North Charleston, SC 29405
Local Office:	

Tenant(s)	**Name**	**Email**	**Phone**
Tenant (1)			
Other Occupants:	None		
Maximum Number of Occupants:			

Lease Term Start Date:		
End Date:		
Lease Term (approximately):		
Monthly Rent:		
Annual Rent:		
Annual Rent Escalator:		
Pro-Ration Rent and Fees:		(Monthly Rent and Fees / Days in Month x Days of Occupancy)
Refundable Security Deposit:		
Location of Deposits:		
Promotional Credits:		
Number of Assistance Animals		(Assistance Animals not counted as pets)
Number of Pets:		**NOTE: Maximum three (3) animals**
Refundable Pet Deposit:		($250 first pet, $100 each additional) Except Assistance Animals
Monthly Pet Rent Fee:		($25 1st pet, $10 each additional) Except Assistance Animals (Recurring Monthly)
Monthly Smart Home Fee:	0.00	(When Applicable, Recurring Monthly)
Monthly Renter Insure Fee:	0.00	(When Applicable, Recurring Monthly)
Other Monthly Fee:	0.00	(When Applicable, Recurring Monthly)
Total Monthly Payment		**(Rent + Pet Rent + All Applicable Recurring Fees)**

Term Extension Fee (MTM):	10%	(When Applicable, Recurring Monthly)
Late Payment Fee:		(When Applicable)
Dishonored Payment Fee:	25.00	(When Applicable)
Eviction Fee:	250.00	(When Applicable)
Non-Electronic Payment Fee:	15.00	(When Applicable)
No-Show at Service Call Fee:	75.00	(When Applicable)

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EXHIBITS The following indicated Exhibits, attached to this Lease, are part of this Lease and are incorporated by reference herein:

Animal Agreement	**Y**
Asbestos Disclosure	**Y**
Fireplace (with Fireplace Safety Tip Sheet)	**Y**
Guaranty	**Y**
Lead-Based Paint Disclosure & Certification	**Y**
Lead Paint Pamphlet (EPA) for Units Built Before 1978	**Y**
Mold/Moisture Disclosure and Mold Prevention	**Y**
Move-In/Move-Out Inspection Form	**Y**
Move-Out Instructions and Settlement Guide	**Y**
Quick Move In/Sight Unseen Acknowledgement	**Y**
Property Condition Disclosures	**Y**
Rules and Regulations	**Y**
State Specific Addendum	**Y**

Date Home Built:	1
Member of Armed Forces:	
If yes, Branch:	
Stationed:	

Broker Disclosures: Tenant and Landlord hereby disclose to each other the following broker and agent relationships:

(a) Tenant:	
(b) Landlord	Conrex Property Management, LLC

This Residential Lease Agreement (this "Lease") is entered into by Landlord and Tenant identified in the Specific Terms listed above as of the Date above. Capitalized terms identified above shall be defined as provided above and shall have the same meaning when used in the General Terms and the remainder of this Lease. Landlord and Tenant may collectively be referred to as the "Parties".

PLEASE READ THIS ENTIRE LEASE (INCLUDING THE GENERAL TERMS AND ALL EXHIBITS) CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE GENERAL TERMS INCLUDE LIMITATIONS AND EXCLUSIONS, AS WELL AS A SECTION THAT LIMITS YOUR LEGAL REMEDIES, INCLUDING YOUR RIGHT TO FILE SUIT IN A COURT OF LAW INDIVIDUALLY OR AS A CLASS ACTION. PLEASE NOTE THAT YOUR USE OF THE PREMISES IS SUBJECT TO THE TERMS OF THIS LEASE. YOUR EXECUTION OF THIS LEASE WILL BE CONFIRMATION THAT YOU AGRE TO ALL OF THE TERMS OF THIS LEASE.

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GENERAL TERMS

NOTICE: SOME GENERAL TERMS MAY BE MODIFIED IN THE STATE SPECIFIC ADDENDUM.

1. RENTAL PROPERTY: Landlord agrees to rent to Tenant, and Tenant agrees to lease from Landlord, the Premises, on the terms of this Lease as set forth in (a) the SPECIFIC TERMS, (b) the GENERAL TERMS, and (c) if applicable and attached, the EXHIBITS.

2. TERM OF LEASE: The Lease Term will begin on the Start Date and will end on the End Date. In the event Landlord cannot deliver possession of the Premises to Tenant on the Start Date, then the Start Date will be extended to the date of such delivery.

a. Annual Rent Escalator (if any): Tenant agrees the monthly rent will increase by an Annual Rent Escalator amount (a percentage of existing rent) every Anniversary Date of the lease.

3.TENANT'S HOLDOVER: In the event that the Lease Term expires on the End Date or this Lease earlier terminates, Landlord, at Landlord's sole election, may accept Monthly Rent from Tenant after the End Date or earlier termination of this Lease, and if so, a month-to-month extension tenancy shall be created on the same terms and conditions (other than the Lease Term) as set forth in this Lease. If at any time either party desires to terminate the month-to-month extension tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month extension tenancy, which date of termination must correspond to the last day of a calendar month. In addition to, and accompanying, the Monthly Rent, the Term Extension Fee shall be paid each month for the duration of month-to-month tenancy. Such Term Extension Fee shall be considered the legal equivalent of holdover rent. The Term Extension Fee shall be subject to an annual increase of 10% upon each anniversary of the date on which such month-to-month tenancy began. Not less than 30 days prior to initiating a month-to-month tenancy, the Landlord shall conduct an in-home inspection to assess condition of the home in order to address any improvements needed or beyond normal wear and tear damage that may have occurred.

4. RENT PAYMENTS: Tenant agrees to pay Landlord the Monthly Rent as the total base monthly rent for the Premises for each month of the Lease Term, in addition to all other charges as additional rent for the Premises that Tenant is required to pay under this Lease (the Monthly Rent and all such other charges, collectively, being referred to herein as "Rent").

a. Timing of Payments:

i. Each installment of Monthly Rent and monthly Pet Rent Fee shall be due and payable to Landlord in advance on the 1st day of each calendar month of the Lease Term.

ii. Any other charge that Tenant is required to pay Landlord under this Lease shall be due and payable to Landlord within 14 days of the applicable invoice.

b. Method of Payments: All Rent may be paid to Landlord by credit card (VISA, MASTERCARD, DISCOVER, and AMERICAN EXPRESS only), debit card or by eRentPayment, or by electronic funds transfer (EFT) or by any other payment method, including delivery of personal checks as may be approved by Landlord. NOTE: PAYMENT BY CASH CURRENCY IS NOT ACCEPTED AT ANY OF LANDLORD'S LOCAL OFFICES. At any time, however, Landlord may elect to require that Tenant pay all Rent to Landlord by the "automated electronic payment" methods set forth above or such other "automated electronic payment" approved by Landlord which occur instantly and automatically without a check, money order or other form of paper tender being hand processed through a financial institution; in the event that Landlord makes such election, Landlord shall not be required to accept any other payment method, such as cash or delivery of personal checks.

c. Responsibility for Payments: It is Tenant's responsibility (and not Landlord's) to cause Landlord to receive all Rent as and when due hereunder. The failure of any method or means of payment used by Tenant will not excuse or relieve Tenant from the obligation to pay all Rent hereunder as and when due. No payment of Rent hereunder shall have been made by Tenant unless and until Landlord actually receives the payment in good, current funds.

d. Proration: If the Start Date is not the first day of a calendar month, Tenant shall pay Landlord ProRation Rent before Tenant takes possession of the Premises.

e. Late Fees: If any payment of Rent is not received by Landlord by 5:00 PM of the fifth calendar day of the month when due, Tenant must pay a Late Fee.

f. Dishonored Payment Fees: For each occurrence of a payment of Rent failing to clear and/or be paid by the financial institution, Tenant must pay Landlord a Dishonored Payment Fee.

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g. Non-Electronic Payment Fees: For each occurrence of a payment of Rent is not paid by electronic means, Tenant must pay Landlord a Non-Electronic Payment Fee for manually processing of the payment.

h. Order in which Funds are Applied: Payments from Tenant received by Landlord when there are arrearages will be credited first to any outstanding balance, and then applied to any current amount due. In addition, Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including Late Fees, Dishonored Payment Fees, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to Monthly Rent, regardless of any notations on the payment document.

5. UTILITIES & SERVICES: Tenant is responsible for the costs of all Utilities serving the Premises during the Lease Term, including hook-up charges, connection fees and security deposits, and Tenant is required to transfer registration of all Utilities to Tenant's name before Tenant takes possession of the Premises. Any such cost of Utilities paid by Landlord on behalf of Tenant shall be invoiced to Tenant and shall be due and payable in accordance with the terms of this Lease. Tenant understands and agrees that all Utilities must be kept operational at all times.

6. USE & OCCUPANCY OF PROPERTY: Tenant will use the Premises only as a residence. Tenant may not use the Premises for a home occupation and shall not conduct a business from the Premises, including a daycare, eldercare or pet boarding operation. Tenant will comply with all laws applicable to the use, occupancy, condition, operation and maintenance of the Premises, and Tenant shall not use the Premises for any unlawful purpose, including the sale, use or possession of illegal drugs on or around the Premises. In addition, Tenant shall not engage in any conduct at the Premises or create a condition at the Premises that is a nuisance or disturbs any occupants in neighboring properties. The only person(s) permitted to live in the Premises are Tenant and the Other Occupants listed at the signing of this Lease. The Maximum Number of Occupants shall not be exceeded. Any change in occupancy desired by Tenant will require the written consent of Landlord, which must be documented in an amendment to this Lease, signed by Tenant and Landlord before any such change in occupancy may take effect.

7. APPLIANCES: Landlord will supply all Appliances marked as applicable in the Specific Terms. Tenant will keep the Appliances in good working order and repair and shall report any malfunction to Landlord. In addition, any damage sustained due to the neglect or misuse by Tenant of any Appliance will be the full responsibility of Tenant, such that Tenant shall either repair or replace the Appliance. Tenant agrees that all Appliances and any replacements are the property of Landlord and will remain at the Premises at the end of the Lease Term. Tenant must have written approval from Landlord before installing any other appliance, which Tenant shall be solely responsible to maintain, and Tenant agrees to be responsible for any damage that occurs to the Premises resulting from the addition of any appliance that is supplied by Tenant.

8. CONDITION OF PROPERTY: Tenant has inspected the Premises and acknowledges that it is in good condition, free of defects and fit for residential occupancy. TENANT AGREES THAT NEITHER LANDLORD NOR ITS AGENT NOR ANY BROKER HAS MADE PROMISES OR WARRANTIES REGARDING THE CONDITION OF THE PREMISES.

9. MAINTENANCE AND REPAIRS:

a. Landlord's Obligations: Tenant shall promptly notify Landlord of any dangerous condition or need for maintenance existing in or at the Premises. Upon receipt of notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair the following: (1) all defects in the Premises which create unsafe living conditions or render the Premises untenable; and (2) to the extent required by applicable law, such other defects which, if not corrected, will leave the Premises in a state of material disrepair; provided, however, Landlord shall not be responsible to make repairs that are Tenant's responsibility under Section 9(b) below. Landlord is not responsible for any inconvenience or loss that needed repairs might cause.

b. Tenant's Obligations: Tenant will be fully responsible for the cost of any repair and/or replacement to the extent caused by Tenant's failure to comply with the terms of this Lease or by the negligence of Tenant, any Other Occupant or any other visitor at the Premises. Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and all heating and air-conditioning equipment. Tenant agrees to: (1) maintain the Premises in the neat, sanitary and clean condition free of trash and debris; (2) replace any light bulbs as necessary; (3) regularly replace and/or clean the filters for the heater and/or air conditioner, if applicable; (4) cause the septic system, if applicable, to be operated properly and inspected and pumped as frequently as is reasonably prudent; (5) remove snow and ice from stairs, walkways and driveways; (6) maintain the lawn and landscaping by cutting grass, removing weeds and pruning trees; and (7) obtain pest control services for the Premises, as needed. Tenant shall be responsible for any clogged plumbing within the Premises.

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c. Tenant's Breach; Service Calls: Any expenses incurred by Landlord to remedy any breach by Tenant of this Lease shall be paid by Tenant. If Tenant submits a service request or repair request to Landlord, and Landlord determines that the item is working correctly or if the repairs were necessitated by Tenant's misuse or negligence or damage otherwise caused by Tenant, Tenant agrees to reimburse Landlord. If Tenant fails to be at the Premises for an agreed upon service appointment, a "no-show" fee will be charged the aaTenant.

10. NO ALTERATIONS: Tenant is not permitted to make any alterations or improvements to the Premises (including any painting, placing nails or other hardware in walls or ceilings, adding sheds or other structures, paving areas or removing existing vegetation, installing fixtures or equipment) without, in each instance, first obtaining the prior written approval and consent of Landlord.

11. PARKING: If Tenant is assigned a parking area/space on the Premises, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on Tenant's rental application and shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by Tenant, any Other Occupant or any other visitor. Tenant is responsible for oil leaks and other vehicle discharges and will be charged for cleaning up such leaks and discharges if deemed necessary by Landlord. No disabled vehicles are permitted on the Premises. No parking in undesignated areas of the Premises is permitted.

12. BASEMENT AND GARAGES: If the Premises has a basement, cellar, or garage, Tenant may use and occupy such spaces, but they shall not be considered a living space. Such areas are prone to flooding, and Landlord is not responsible for any damages to Tenant's personal property or belonging stored in such spaces if damaged by flooding or similar causes.

13. NO ANIMALS: No animals of any kind are allowed on the Premises (either inside or outside of the dwelling) without the prior written consent of Landlord. Should animals be allowed, a separate Animal Agreement shall be completed and signed and, if the animal is not an Assistance Animal (as defined in the Animal Agreement), the Refundable Pet Deposit, which will be held in accordance with the provisions of the Animal Agreement, shall be paid in full, before move-in. Tenant accepts full responsibility for any damage or injury caused by any animals on the Premises.

14. RISK OF LOSS:

a. Tenant's Insurance: Tenant agrees to be solely responsible for any damage to or loss of any personal property at the Premises, and Tenant shall obtain a personal property/renter's insurance policy with an insurance company properly licensed to do business in the State effective on or before the Start Date. Tenant shall provide proof of such insurance coverage upon Landlord's request.

b. Substantial Damage to Property: If the Premises are damaged or destroyed by fire or casualty, Tenant shall notify Landlord in writing immediately. Subject to Section 14(c) below and provided that such damage was not caused by Tenant, any Other Occupant or any other visitor, Landlord shall, at Landlord's cost, repair the Premises within a reasonable period of time and, if any such casualty shall render the Premises or any portion thereof untenantable, Monthly Rent shall be appropriately abated on a per diem basis until Landlord substantially completes the necessary repairs and makes the Premises or the damaged portion thereof available to Tenant for occupancy; provided, however, if the Premises are destroyed or substantially damaged by fire or other casualty or, notwithstanding anything to the contrary contained herein, if Landlord elects not to repair the Premises (including due to the insufficiency or unavailability of insurance proceeds), Landlord may terminate this Lease, upon written notice to Tenant, whereupon (1) this Lease shall be deemed to have terminated as of the date of such casualty; (2) Tenant shall pay to Landlord all Rent payable under this Lease which is attributable to the period prior to the date of such casualty, and (3) Landlord shall refund to Tenant all Rent paid by Tenant prior to the date of such casualty which is attributable to the period following the date of such casualty.

c. INDEMNIFICATION: TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD AND ITS AGENTS, EMPLOYEES, OWNERS, LENDERS AND AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) AND LIABILITIES OF EVERY KIND AND NATURE TO THE EXTENT CAUSED BY OR ARISING FROM THE CONDUCT OF TENANT, ANY OTHER OCCUPANT OR ANY OTHER VISITOR. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

d. WAIVER: TO THE MAXIMUM EXTEND ALLOWABLE BY APPLICABLE LAW, TENANT WAIVES ANY AND

ALL CLAIMS AND RIGHTS TO RECOVERY, INDEMNIFICATION OR CONTRIBUTION THAT IT MAY HAVE AGAINST LANDLORD FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES INCURRED BY TENANT AS A RESULT OF ANY CASUALTY TO THE PREMISES OR TO TENANT'S PERSONAL PROPERTY. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

15. SECURITY NOT PROMISED: Tenant acknowledges that Tenant (NOT Landlord) is solely responsible for security at the Premises.

16. LANDLORD'S ACCESS: Landlord and/or his agents, with 24 hours' email, posting, or other form of written notice, has the right during the Lease Term to enter the Premises during reasonable hours to inspect the Premises, make repairs or alterations or show prospective buyers and/or tenants the property. In the event of an emergency, Landlord reserves the right to enter Premises without notice.

17. KEYS, CODES AND LOCKS: Landlord shall at all times have a working set of keys and/or security codes to gain access to all areas of the Premises. Tenant will not change, or install additional locks, bolts or security systems without the written permission of Landlord. Unauthorized installation or changing of any locks will be replaced at Tenant' expense. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

18. SECURITY DEPOSIT: Tenant shall pay Landlord the Security Deposit which will be held in an account at the Location of Deposit or at such other bank or financial institution as Landlord may, from time to time, select (any interest earned on any Security Deposit shall belong to Landlord).

a. Purpose of the Security Deposit: Tenant agrees that the Security Deposit is intended to secure the faithful performance by Tenant of all terms of this Lease, to the maximum extent allowable by applicable law. Under no circumstance may the Security Deposit be used by Tenant as payment for Rent. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.

b. Security Deposit Deductions: To the maximum extent allowable under applicable law, Landlord may deduct reasonable charges from the Security Deposit for any and all of the following, in the order determined by Landlord, consistent with all applicable laws: Unpaid or accelerated Monthly Rent; Pet Rent Fee; Late Fees; Dishonored Payment Fees: Pay or Quit/Pay or Vacate Fee; Eviction Fee; Security Deposit Administration Fee (which shall be payable to defray Landlord's administrative costs in the event Landlord is required to make deductions hereunder to the Security Deposit); unpaid costs of Utilities; costs of cleaning, deodorizing, and repairing the Premises and its contents for which Tenant is responsible; any amounts resulting from any breach of Tenant's obligations under this Lease; replacing unreturned keys, garage door openers, or other security devices; the removal of unauthorized locks or fixtures installed by Tenant; insufficient light bulbs; packing, removing, and storing abandoned property; removing abandoned or illegally parked vehicles; costs of re-letting, if Tenant is in default; attorneys' fees and court costs incurred in any proceeding against Tenant; and any other amount due under the provisions of this Lease. If the sum of any deductions described above exceeds the Security Deposit, Tenant will pay to Landlord the unpaid amount within 14 days after Landlord makes written demand.

c. Replenishment of the Security Deposit: If any portion or all of the Security Deposit is used in accordance with the foregoing provisions, Tenant shall, within 14 days after demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to his original amount and failure to do so shall be a breach of this Lease.

d. Return of the Security Deposit: Provided Tenant fulfills all of the obligations of the Lease (including as to the condition of the Premises), Landlord will return either an itemized accounting for charges with any balance of the Security Deposit or the entire Security Deposit to Tenant within 30 days of the Premises being vacated, or such other time frame as permitted by applicable law in the state in which the Premises are located; provided, however, that Tenant has provided Landlord with a forwarding or new address. If the amount of the Security Deposit is less than the charges listed in that itemized accounting, Tenant shall pay said additional costs for damages to Landlord within 14 days Tenant's receipt of the itemized accounting.

e. Transfer of the Security Deposit: If the Premises are sold or transferred or if Landlord assigns its interest in this Lease to a new owner (or its agent) during the Lease Term, Landlord will transfer the Security Deposit to such transferee or assignee. Landlord shall notify Tenant of the transfer, as well as the name and address of said transferee or assignee and such transferee or assignee shall be responsible for the handling of the Security Deposit, including the refunding of the Security Deposit, and Landlord shall have no further liability for the Security Deposit or its return.

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19. SURRENDER OF PREMISES. Upon the End Date or the earlier termination of this Lease, Tenant must return any all keys, garage door openers, or other security devices to Landlord and shall surrender the Premises (1) in as good a state and condition as they were at the Start Date, reasonable wear and tear excepted, (2) clean and free of trash, (3) with all Appliances and other equipment and systems clean and in good, working order, (4) with all personal property of Tenant and the Other Occupants having been removed and (5) completely vacant.

20. MILITARY CLAUSE: Consistent with the Servicemembers Civil Relief Act (SCRA), (i) if Tenant is a member of the Armed Forces of the United States, stationed in the area, and should receive permanent change of station orders out of the area, or should deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days, or, (ii) if Tenant, during the term of this Lease, enters military service, then Tenant may, upon presentation to Landlord of a copy of said orders of transfer or written verification signed by the service member's commanding officer, along with 30 days' prior written notice of intent to vacate and payment of all Monthly Rent and any other charges due under this Lease to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Lease Service members may have additional rights to terminate this Lease under applicable state law. In the event of any conflict between this Section and SCRA or any regulations promulgated thereunder or amendments thereto, or any similar applicable state laws, such laws shall govern.

21. PEACEFUL ENJOYMENT: Provided Tenant pays all Monthly Rent and other charges due hereunder and observes all of the terms and conditions of this Lease, Landlord covenants that Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises for the Lease Term without hindrance or interruption by Landlord.

22. BREACH OF LEASE: If Tenant fails to comply with any part of this Lease, including non-payment of any Monthly Rent, Tenant is in default of this Lease and Landlord may, at Landlord's option, exercise any and all rights and remedies available to Landlord at law or in equity. If such default is not cured to Landlord's satisfaction within 7 days from Landlord's written notice to Tenant of such failure, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and immediately terminate the Lease. If Landlord elects to terminate this Lease, all obligations herein contained on the part of Landlord to be done and performed shall cease, but without prejudice to the right of Landlord to recover from Tenant all past or future rentals and damages. The Premises may be re let by Landlord for such rent and upon such terms as Landlord may determine and Tenant shall be liable for all damages sustained by Landlord, including payment of brokerage fees. The provisions contained in this Paragraph shall be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

23. ABANDONMENT: If Tenant vacates the Premises before the end of the Lease Term without written permission from Landlord, the Premises are then considered to be abandoned and Tenant is in default of this Lease. Under these circumstances, Tenant may be responsible for damages and losses allowed by applicable law.

24. EVICTION FEE: Should Landlord elect to enforce any remedies under this Lease as a result of a breach by Tenant of the covenants hereof, including the payment of Rent, by seeking to evict Tenant from the Premises, Tenant shall pay immediately the EVICTION FEE to Landlord to partially offset the cost and expense incurred by Landlord to begin eviction proceedings.

25. LEGAL DISPUTES: PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND LANDLORD HAVE AGAINST EACH OTHER ARE RESOLVED.

a. Disputes: Subject to applicable law, Tenant and Landlord agree that any claim or dispute at law or equity that has arisen or may arise between them relating in any way to or arising out of this Lease will be resolved in accordance with the provisions set forth in this Section and in the Sections below entitled "Prohibition of Class and Representative Actions and Non-Individualized Relief" and "Agreement to Arbitrate."

b. Applicable Law: Tenant agrees that, except to the extent inconsistent with or preempted by federal law, the laws of the State and the United States of America, without regard to principles of conflict of laws, will govern this Lease and any claim or dispute that has arisen or may arise between Tenant and Landlord, except as otherwise stated in this Lease.

c. Waiver of Jury Trial: Each party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of this Lease or relating to its subject matter, to the fullest extent permitted by applicable law.

d. Waiver of Counterclaims: In the event Landlord commences any proceedings for non-payment of Rent or for recovering possession of the Premises, Tenant shall not interpose any counterclaim of whatever nature or description

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in any such proceeding except for compulsory counterclaims. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action or actions brought by Tenant.

26. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF: LANDLORD AND TENANT AGREE THAT EACH OF THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER OR ANY AFFILIATE, MANAGER OR AGENT THEREOF, ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH LANDLORD AND TENANT AGREE OTHERWISE, AND THE ARBITRATOR UNDER THE SECTION BELOW ENTITLED "AGREEMENT TO ARBITRATE" MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, ANI DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIE AWARDED CANNOT AFFECT OTHER USERS.

27. AGREEMENT TO ARBITRATE: Landlord and Tenant each agree that any and all disputes or claims that have arisen or may arise between Landlord and Tenant (including any of their respective parent company, subsidiaries, employees, officers, directors, heirs, Other Occupants, visitors, and agents) relating in any way to or arising out of this Lease (including the breach, interpretation, applicability, enforceability, formation or termination of this Lease, as well as the condition of the Premises and any advertising or other business practices associated with its negotiation or administration) shall be resolved exclusively through final and binding arbitration, rather than in court, except that (1) Landlord or Tenant may assert claims in small claims court if those respective claims qualify, (2) Landlord may pursue court actions for non- payment of Rent and/or to remove or evict Tenant from the Premises if Tenant does not leave the Premises when this Lease terminates and (3) Landlord or Tenant may seek temporary or preliminary injunctive relief from a court of competent jurisdiction. Alternatively, Tenant may assert claims in small claims court in the County, if Tenant's claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Section (the provisions of this Section being referred to herein as the "Agreement to Arbitrate").

a. Arbitration Procedures: Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual, subject to and in accordance with this Lease and as limited in the Section above entitled "Risk of Loss." All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of the Agreement to Arbitrate, or the interpretation of heading "Prohibition of Class and Representative Actions and Non-Individualized Relief," shall be for a court of competent jurisdiction to decide.

b. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by the Agreement to Arbitrate. The AAA's rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

c. A party who intends to seek arbitration must first send to the other, by email, a completed form Notice of Dispute ("Notice") in accordance with the Section below entitled "Notices." Any such Notice should briefly describe the nature of the dispute and briefly describe the relief that the Party giving the Notice would like from the other Party.

d. If the Parties are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, Tenant or Landlord may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org (the AAA provides a Demand for Arbitration form). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must send a copy of the completed form to the opposing party. Any settlement offer made by Tenant or Landlord shall not be disclosed to the arbitrator.

e. The arbitration hearing shall be held in the State or at another mutually agreed location. Tenant or Landlord may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on Tenant and Landlord, subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in- person hearing is held, Tenant and/or Landlord may attend by telephone.

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f. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award of damages must be consistent with the terms of the Section above entitled "Risk of Loss" as to the types and the amounts of damages for which a party may be held liable. The arbitrator shall not be bound by rulings in prior arbitrations involving different tenants, but is bound by rulings in prior arbitrations involving the same tenant to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

g. Costs of Arbitration: Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in the Agreement to Arbitrate.

h. Opt-Out Procedure: TENANT CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE ("OPT-OUT") BY SENDING LANDLORD AN OPT-OUT NOTICE IN WRITING DELIVERED TO THE LOCAL OFFICE IN ACCORDANCE WITH THE SECTION BELOW ENTITLED "NOTICES" ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE RECEIVED BY LANDLORD NO LATER THAN 30 DAYS AFTER THE DATE OF THIS LEASE. This procedure is the only way Tenant can opt out of the Agreement to Arbitrate. If Tenant opts out of the Agreement to Arbitrate, all other parts of this Lease will continue to apply to Tenant. Opting out of the Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that Tenant may have with Landlord.

28. U.S. ECONOMIC SANCTIONS: Tenant represents, warrants and covenants that throughout the Lease Term: (a) Tenant is not, and will not become, an Embargoed Person (as defined below); (b) Tenant has not engaged, and will not in the future engage, in any conduct that would cause Landlord to be in violation of any applicable U.S. trade sanctions, anti-terrorism or anti-money-laundering laws or similar laws; (c) no amounts paid by Tenant pursuant to this Lease, including the Security Deposit and any Rent will be paid by any Embargoed Person; and (d) Tenant will not permit the Premises to be used or occupied by or for the benefit of any Embargoed Person. The term "Embargoed Person" shall mean a person, entity or government (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the United States Treasury Department Office of Foreign Assets Control and/or any similar list maintained pursuant to any authorizing statute, executive order or regulation and/or (ii) subject to trade restrictions under United States laws, and/or (iii) subject to blocking, sanction or reporting under the USA Patriot Act, as amended, Executive Order 13224, as amended or any other similar court order, treaty, regulation, statute, executive order, directive or other legal requirement of the United States government or any state or local government (including any department, division or public official of any of them), existing now or in the future. If the foregoing representation becomes untrue in the future, Tenant will notify Landlord immediately in writing.

29. SEVERABILITY: Whenever possible, each provision, or subpart thereof, of this Lease shall be interpreted so as to be valid and enforceable under applicable law. If any provision, or any portion thereof, of this Lease shall be prohibited or invalid under applicable law, they shall be modified and, to the maximum extent permissible under applicable law, enforced, and their status shall not affect the validity of any other provisions or subparts. For example, if an arbitrator or court decides that any part of the Agreement to Arbitrate is invalid or unenforceable, the other parts of the Agreement to Arbitrate shall still apply. In addition, if an arbitrator or court decides that any of the provisions in Section "Prohibition of Class and Representative Actions and Non-Individualized Relief" is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. In any such event, the remainder of this Lease will continue to apply.

30. NOTICES: Any notice required by the terms of this Lease shall be in writing and sent to Landlord at its Main or Local Office and to Tenant at the Premises. Notices may be given by either Party to the other by personal delivery, certified or registered mail, return receipt requested, overnight-delivery service, or if to Tenant, via E-mail at the e-mail addresses set forth in the Specific Terms. Tenant also authorizes Landlord to contact Tenant by text message (including as part of a bulk text), if a cell phone number is provided in the Specific Terms. Landlord may update its notice addresses upon written notice to Tenant.

31. SUBORDINATION: This Lease is subject and subordinate, and junior and inferior to, to any ground lease, mortgage, deed of trust, or other financial encumbrance now or hereafter affecting the Premises, including any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. Although the subordination provisions of this Section shall be deemed automatic, Tenant shall, within 5 days after its receipt of a written request from Landlord, execute and deliver any and all documents requested by Landlord to evidence such subordination. In addition, Tenant shall, within 5 days after request by Landlord, execute and deliver to Landlord a written statement certifying the accuracy of such

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information about the Lease, Tenant and Tenant's occupancy as Landlord may request. Under no circumstances will Tenant record or register this Lease or any memo thereof.

32. CONDEMNATION: If the whole or any part of the Premises are taken by any authority having power of condemnation, the Lease Term shall end and Tenant shall peaceably vacate the Premises and remove all personal property; provided, however, Tenant shall remain responsible for all Rent and other charges due hereunder for the period of time prior to the vacation by Tenant of the Premises.

33. JOINT AND SEVERAL LIABILITY: Tenant understands and agrees that if more than one Tenant has executed this Lease, then each Tenant is individually and completely responsible for all obligations under the terms of this Lease.

34. MISREPRESENTATION: If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, Tenant shall be in default of this Lease.

35. SUCCESSORS, HEIRS AND PERMITTED ASSIGNS: Tenant agrees not to transfer or assign this Lease or sublease, license or permit the occupancy by others (including through services like AirBNB) of any part of the Premises without Landlord's prior written consent. Landlord may freely transfer ownership of the Premises without the consent of Tenant and may freely assign this Lease without the consent of Tenant. This Lease shall be binding on all successors, heirs, and permitted assigns of Tenant and Landlord.

36. DISCRETION: Whenever pursuant to this Lease, Landlord exercises any right given to it to approve or disapprove or to provide or withhold consent, or any arrangement or term is to be satisfactory or acceptable to Landlord, all such decisions, directions and determinations made by Landlord shall be in the sole and absolute discretion of Landlord, except as otherwise expressly provided for in this Lease, and shall be final and conclusive.

37. ENTIRE AGREEMENT: Landlord and Tenant agree that this Lease and any and all of the attached Exhibits accurately represent all terms and agreements between Landlord and Tenant regarding the Premises.

38. INTERPRETATION. Headings or titles of sections and articles are inserted solely for convenience or reference and shall not constitute a part of this Lease, or affect its meaning or construction. Singular words shall connote the plural as well as the singular, and plural words shall connote the singular as well as the plural, and the masculine shall include the feminine and the neuter. All references in this Lease to particular articles, sections, subsections or clauses (whether in upper or lower case) are references to articles, sections, subsections or clauses of this Lease. All references in this Lease to particular attachment or addenda (whether in upper or lower case) are references to the Exhibits attached to this Lease, unless otherwise expressly stated or clearly apparent from the context of such reference. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Lease, and not solely to the provision in which such term is used. The use of the term "including" in this Lease and the exhibits hereto shall mean in all cases "including but not limited to" or "including, without limitation," unless specifically designated otherwise. Provisions of this Lease which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Lease.

39. NOTICE: THIS IS AN IMPORTANT LEGAL DOCUMENT. You may have an attorney review the Lease prior to signing it. If Landlord fails to enforce any provision of this Lease, it will not constitute a waiver of any default, future default or default of the remaining provisions. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Lease will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. Time is of the essence in this Lease. The provisions of this Lease shall be interpreted neutrally between the parties without regard to which party drafted or caused to be drafted this Lease. By signing this Lease, Tenant certifies that he/she has read, understood and agrees to comply with all of the terms and conditions of this Lease.

40. COUNTERPARTS: The parties may execute this Lease in any number of counterparts, each of which is an original but all of which constitute one and the same instrument. Electronic Signatures. The parties agree that this Lease, agreements ancillary to this Lease, and related documents entered into in connection with this Lease are signed when a party's signature is delivered by facsimile, e-mail, or other electronic medium. Such signatures must be treated in all respects as having the same force and effect as an original signature.

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
Tenant(3): Signature: _____ Name (Print): Date of Execution:	Tenant(4): Signature: _____ Name (Print): Date of Execution:
Tenant(5): Signature: _____ Name (Print): Date of Execution:	

Landlord (by its agent):
Conrex Property Management, LLC
By: _____
Name (Print): _____
Date of Execution: _____

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Exhibit

Animal Agreement

Date:
Premises:
Landlord:
Tenant (1)

This exhibit is attached to, and forms a part of, the Residential Lease Agreement between Landlord and Tenant.

Tenant desires to keep the following described animal(s) in the Premises (the "Animal(s)"):

	Type	Breed	Name	Weight	Assistance Animal
Animal (1)					
Animal (2)					

Tenant agrees to the following terms and conditions:

1. Assistance Animals (if Applicable). An "Assistance Animal" is a term that is used and defined in the Fair Housing Act and refers to an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability (being a physical or mental impairment that substantially limits one or more major life activities, as more particularly defined under the applicable laws), or provides emotional support that alleviates one or more identified symptoms or effects of such disability. If any Animal is identified as "Assistance Animal" above, Tenant hereby certifies that the Animal does qualify as an Assistance Animal for the benefit of Tenant above. Any Animal that does not qualify as an Assistance Animal is referred to herein as a "Pet."

2. Refundable Pet Deposit: Tenant shall pay Landlord a one-time, refundable pet deposit of $350.00 ($250 for the first Pet and $100 for each additional Pet) for all Pets (the "Refundable Pet Deposit").

The Refundable Pet Deposit which will be held in an account at the Location of Deposit or at such other bank or financial institution as Landlord may, from time to time, select (any interest earned on any Refundable Pet Deposit shall belong to Landlord).

(a) Purpose of the Refundable Pet Deposit: Tenant agrees that the Refundable Pet Deposit is intended to secure the faithful performance by Tenant of all terms of this Animal Agreement, to the maximum extent allowable by applicable law. Under no circumstance may the Refundable Pet Deposit be used by Tenant as payment for Pet Fee Rent. Landlord's recovery of damages will not be limited to the amount of the Refundable Pet Deposit.

(b) Refundable Pet Deposit Deductions: To the maximum extent allowable under applicable law, Landlord may deduct reasonable charges from the Refundable Pet Deposit for any and all of the following, in the order determined by Landlord, consistent with all applicable laws: Unpaid Pet Rent Fee; costs of cleaning, deodorizing, and repairing the Premises and its contents for which Tenant is responsible; and any amounts resulting from any breach of Tenant's obligations under this Animal Agreement. If the sum of any deductions described above exceeds the Refundable Pet Deposit, Tenant will pay to Landlord the unpaid amount within 14 days after Landlord makes written demand.

(c) Return of the Security Deposit: Provided Tenant fulfills all of the obligations of this Animal Agreement (including as to the condition of the Premises), Landlord will return either an itemized accounting for charges with any balance of the Refundable Pet Deposit or the entire Refundable Pet Deposit to Tenant within 30 days of the Premises being vacated, or such other time frame as permitted by applicable law in the state in which the Premises is located;

provided, however, that Tenant has provided Landlord with a forwarding or new address. If the amount of the Refundable Pet Deposit is less than the charges listed in that itemized accounting, Tenant shall pay said additional costs for damages to Landlord within 14 days Tenant's receipt of the itemized accounting.

(d) Transfer of the Security Deposit: If the Premises are sold or transferred or if Landlord assigns its interest in this Lease to a new owner (or its agent) during the Lease Term, Landlord will transfer the Refundable Pet Deposit to such transferee or assignee. Landlord shall notify Tenant of the transfer, as well as the name and address of said transferee or assignee and such transferee or assignee shall be responsible for the handling of the Refundable Pet Deposit, including the refunding of the Refundable Pet Deposit, and Landlord shall have no further liability for the Refundable Pet Deposit or its return.

3. Pet Rent Fee. Payment of a monthly pet rental fee of $.

4. Animal Responsibility. Tenant is solely responsible for the maintenance of the Animal(s); to keep Animal(s) restrained, but not tethered, when outside their dwelling, and under control at all times; to adhere to local ordinances, including leash and licensing requirements; to not leave Animal(s) unattended for unreasonable periods; to clean up after Animal(s) and to dispose of animal waste properly and quickly; to not leave food or water for Animal(s) or other animal outside their dwelling where it may attract other animals; to keep Animal(s) from being unnecessarily noisy, aggressive, or causing any annoyance, discomfort or harm to others or any property damage, and will remedy immediately any complaints made through Landlord; to provide Animal(s) with an identification tag worn while on the Premises; to not breed or allow the Animal(s) to reproduce, but if this should occur, the Animal's offspring will be placed within eight weeks of birth; to pay for pest infestation services resulting from the Animal(s) allowed in the Premises by Tenant after termination of occupancy.

5. Pets Not Permitted: DELETED

6. Maximum Number of Pets. The maximum number of Pets allowed if there are no Assistance Animals at the Premises is three (3); the maximum number of Pets allowed if there is one (1) Assistance Animal at the Premises is two (2); the maximum number of Pets allowed if there are two (2) Assistance Animals at the Premises is one (1); and no Pets are allowed if there are three or more Assistance Animals at the Premises.

7. No Other Animals. This Agreement applies only to the specific Animal(s) described above and that no other animal may be substituted or allowed on the Premises at any time. Tenant agrees to furnish Landlord with a picture of the Animal(s) prior to occupancy. Any animals on the Premises not registered under this Agreement will be presumed to be strays and will be disposed of according to law, at the option of Landlord.

8. Revocation of Permission. To the maximum extent allowable by applicable law, Landlord reserves the right to revoke permission to keep the Animal(s) should Tenant breach this Animal Agreement; in such event, Tenant will be given 3 days to remove the Animal from the Premises.

9. INDEMNIFICATION: TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD AND ITS AGENTS, EMPLOYEES, OWNERS, LENDERS AND AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND LIABILITIES OF EVERY KIND AND NATURE TO THE EXTENT CAUSED BY OR ARISING FROM THE CONDUCT OF THE ANIMAL(S), WITHOUT LIMITATION, ANY THIRD-PARTY CLAIMS FOR ANY INJURIES INFLICTED BY ANY ANIMAL(S). THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

10. Default. If Tenant violates any part of this Exhibit, Tenant will then be in default of this Lease. In the event of a default,

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Landlord may initiate legal proceedings in accordance with all applicable laws and regulations to evict, as well as seek judgement against Tenant for any monies owed to Landlord resulting from the default.

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
Tenant(3): Signature: _____ Name (Print): Date of Execution:	Tenant(4): Signature: _____ Name (Print): Date of Execution:
Tenant(5): Signature: _____ Name (Print): Date of Execution:	

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Exhibit

Asbestos Disclosure

Date:
Premises:
Landlord:
Tenant (1)

This exhibit is attached to, and forms a part of, the Residential Lease Agreement between Landlord and Tenant.

Tenant and Landlord do hereby agree and acknowledge as follows:

1. A common building material that is sometimes present in many buildings that were built before 1981 is asbestos.

2. The presence of building materials containing asbestos does not create a health risk to residents according to the EPA. Only when asbestos materials are disturbed or dislodged causing the asbestos fibers to be released are there health risks involved. Some activities of concern are sanding, scraping, drilling, pounding and any other remodeling, improvement or decorating activity that may release dust into the air and cause asbestos particles to be released.

3. Federal law requires that certain precautions be taken to minimize the chances of damaging or disturbing materials that contain asbestos. The EPA does not require asbestos material to be removed.

4. The below signed Tenant hereby acknowledges that this Asbestos Disclosure is a warning that the Premises may contain asbestos and due to this Tenant may be exposed to a chemical that is known to cause cancer.

5. Tenant also hereby agrees that there are to be no modifications, repairs, and or alterations to the Premises without the written approval of Landlord and this approval will be based upon the acceptance of a written plan of protection from the possible release of or exposure to the asbestos substance.

6. Tenant may only hang items on the wall with hangers that are less than one-quarter of an inch in diameter. Tenant will also immediately notify Landlord when a hole larger than one-quarter of an inch in diameter exists, when wallboard or ceilings begin to crumble or peel, and / or any evidence of water leakage.

Landlord hereby discloses that Landlord has no knowledge of any asbestos located in the Premises, except for asbestos-containing materials located in or around the following areas of the Premises:

_____

_____

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
Tenant(3): Signature: _____ Name (Print): Date of Execution:	Tenant(4): Signature: _____ Name (Print): Date of Execution:
Tenant(5): Signature: _____ Name (Print): Date of Execution:	

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Exhibit

Fire Safety Tip Sheet

Date:
Premises:
Landlord:
Tenant (1)

1. Always be sure to open the damper before starting any fire. If unfamiliar with how to do this, call for help.

2. If smoke is coming out of the front of the fireplace, put out the fire immediately and ventilate the house.

3. Do not use soft woods in fireplaces such as pine, fir, and redwood because they cause a coating in the flue, which can cause fires. Use woods such as oak, almond, walnut, etc.

4. Do not overfill the fireplace and create a blazing fire that could cause damage to the firebox or cause a fire.

5. Use a fireplace screen at all times when using the fireplace to prevent damage, particularly to the carpet.

6. Check to see if fireplace coals are cold before removing from the fireplace.

7. Never store hot or warm coals in a container, such as a garbage can, paper bag or any other container.

8. Never store the garbage can in the garage or against the house.

9. Store any warm or hot coals away from any combustibles or the residence for at least two (2) days before disposing of them, and then check them again before disposing.

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Tenant(5): Signature: _____ Name (Print): Date of Execution:	

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Exhibit

Fireplace

Date:
Premises:
Landlord:
Tenant (1)

This exhibit is attached to, and forms a part of, the Residential Lease Agreement between Landlord and Tenant.

Tenant hereby agrees as follows concerning any fireplace in the Premises, whether gas or wood-burning (collectively, the "Fireplace"):

1. Tenant will use the "Fireplace" at Tenant's own risk.

2. Tenant must immediately get the Fireplace inspected for any damages, safeness and cleaned prior to use. Tenant understands that Landlord has not had the Fireplace inspected for damages, safeness or had it cleaned prior to tenant taking procession of Premises. Tenant understand that in the case the Fireplace is not usable due to safety reasons after having it inspected that Tenant will not use the Fireplace for any reason.

3. Tenant is responsible for the full cost that may be due for repair and/or replacement of the Fireplace that may be required as result of negligence by Tenant, or the guests of Tenant.

4. Tenant understands that the Fireplace is strictly an amenity, and that the use of this amenity is not guaranteed under the terms of the Lease. Any interruption or non-availability of its use will not violate any terms of the Lease. Tenant acknowledges the receipt of the attached Fireplace Safety Tip Sheet that is provided by Landlord.

5. If Tenant violates any part of this Exhibit, Tenant will then be in default of this Lease. In the event of a default, Landlord may initiate legal proceedings in accordance with all applicable laws and regulations to evict, as well as seek judgement against Tenant for any monies owed to Landlord resulting from the default.

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
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Exhibit

Lead-Based Paint Disclosure & Certification

Date:
Premises:
Landlord:
Tenant (1)

This exhibit is attached to, and forms a part of, the Residential Lease Agreement between Landlord and Tenant.

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed 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/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead -poisoning prevention.

LANDLORD Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

_____Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Housing.

(b) Records and reports available to the lessor (check one below):

_____Landlord has provided the lessee with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

_____Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (initial)

_____(c) Tenant has received copies of all information listed above.

_____(d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgment (initial)

_____(e) Agent has informed Landlord of Landlord’s obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

The following parties further acknowledge they have received and reviewed the LEAD PAINT PAMPHLET (EPA) FOR UNITS BUILT BEFORE 1978.

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
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Tenant(5): Signature: _____ Name (Print): Date of Execution:	

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Exhibit

Mold/Moisture Disclosure and Mold Prevention

Date:
Premises:
Landlord:
Tenant (1)

This exhibit is attached to, and forms a part of, the Residential Lease Agreement between Landlord and Tenant.

There are no established guidelines for unacceptable air quality caused by mold or mildew. Mold or mildew is a naturally occurring phenomenon. Mold and/ or mildew should be cleaned as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray, brown, orange, yellow and other colors. Your housekeeping and living habits are an integral part of the ability of mold or mildew to grow. In order for mold or mildew to grow, water and/or moisture must be present.

Tenant agrees to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, Tenant agrees to perform the following:

1. To keep the Premises free from dirt and debris that can harbor mold or mildew;

2. To inspect the Premises regularly for the indications and sources of indoor moisture;

3. To immediately report to Landlord any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;

4. To not air dry wet clothes indoors;

5. To always utilize stove hood vents when cooking items that may cause steam;

6. When showering/bathing, to always utilize the bathroom fan and to notify Landlord of any nonworking fan;

7. To water plants outdoors;

8. To notify Landlord in writing of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;

9. To immediately wipe down any water or condensation that appears and/or develops on any surface;

10. To clean upon first appearance, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one- part bleach to 10-parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold or mildew. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold or mildew in a sealed bag;

11. To report to Landlord in writing and verbally the presence of any mold or mildew growth on surfaces inside the Premises;

12. To allow Landlord immediate entry to the Premises to inspect and make necessary repairs in the event mold or mildew or water intrusion is present;

13. To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit;

14. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of the heater may cause condensation in the home;

15. To notify Landlord of any problems with air-conditioning or heating systems that are discovered by Tenant;

16. To maximize the circulation of air by keeping furniture away from walls and out of corners; and

17. Tenant further agrees to perform all responsibilities set forth in the Mold/Moisture Disclosure and Mold Prevention exhibit.

INDEMNIFICATION: TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD AND ITS AGENTS, EMPLOYEES, OWNERS, LENDERS AND AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND LIABILITIES OF EVERY KIND AND NATURE TO THE EXTENT CAUSED BY OR ARISING FROM TENANT'S FAILURE TO COMPLY OR PERFORM THE OBLIGATIONS SET FORTH ABOVE. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

Tenant hereby certifies that Tenant has read this Mold/Moisture Disclosure and Mold Prevention exhibit, and has read and understood the contents of this Exhibit, and has received a duplicate copy.

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
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Exhibit

Move Out Instructions and Guidelines

Date:
Premises:
Landlord:
Tenant (1)

This exhibit is attached to, and forms a part of, the Residential Lease Agreement between Landlord and Tenant.

Tenant acknowledges and agrees that Tenant has read and understands, and agrees to comply with, the attached Move Out Instructions and Guidelines.

We are sorry to see that your stay with us will be ending after your lease ends on. In order to accomplish as smooth a transition as possible please read though this letter. You are expected to complete your moving and return the keys by 12:00 p m. (Noon) on the day you have stated in your "Notice of Intent to Vacate" in order to avoid any scheduling problems or additional rent charges.

We will be performing a move-out inspection to review the condition of the property. You are not required to be present at this inspection. The following items need to be completed for before the move out process and your potential refund can/will be returned to you:

- All personal belongings and trash must be removed from the property (follow the below move out cleaning guidelines to maximize the security deposit refund).
- The utilities must be left on and not shut off. A member of the Conrex team will be transferring the utilities back into our name with the transfer date being the same as your move out date
- A re-inspection fee of $75.00 will apply if the property is not ready at the time of the move-out inspection (applied against the security deposit).
- The rent continues to accrue until all keys, mailbox keys, garage door openers and/or pool keys are returned to our office.

To assist us in making refunds to you promptly, we ask that you review the security deposit section of the "Residential Rental Agreement" you signed when you moved in. This will clarify the refund procedure. For more information pertaining to cleaning your unit and an explanation of security deposit deductions, please read the remainder of this document.

If you have any questions, please do not hesitate to contact us.

Conrex Property Management, LLC

NOTE: PLEASE REPORT ANY REPAIRS THAT NEEDS ATTENTION IMMEDIATELY SO WE CAN MAKE THE REPAIRS. I.E. SMOKE DETECTORS, HOLES IN WALLS, DIRTY AIR FILTERS, BROKEN WINDOWS, ETC

Here are some instructions on what needs to be done. If you have any questions, please feel free to contact our office and one of our friendly staff members will be more than happy to assist you!

Changes in Move-Out Date: You must obtain written approval from Conrex Property Management to change or retract the move-out date. You may not hold over beyond the above move-out date.

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Returning Keys: You must return ALL keys on your move out date to the inspector or if you do not wish to be present the keys must be turned in to the local Property Management office. You must return all keys, and garage door remotes. Make sure everything you need is out of the property; it is clean and ready to be turned over. The home will not be considered vacated and you will be responsible for holdover rent until ALL keys are returned.

Once keys are submitted to a Conrex Property Management office, residents are not permitted to enter property for any reason without being accompanied by a member of Conrex Property Management, LL. If items at property, including but not limited to, furniture removal, cleaning, light bulb replacement, filter replacement, minor repairs, and lawn care are not completed by the agreed upon move out date, the resident will be charged the market rate to remedy said items.

Right of Possession: All residents and occupants lose their right of possession on the move out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Contract.

Early Move-Out and other Lease Contract Violations: Your receipt of this notice does not constitute approval of an early move out and does not constitute a release of any resident's liability for money due under the Contract. We reserve all contractual and statutory remedies for unauthorized early moveout, including but not limited to past due rent, reletting charges, late payment charges, returned check charges, damages, attorney's fees, unpaid utilities, and liability for increased holdover rents.

Cleaning: You must leave the home in a clean and move in ready condition for the next residents. Please follow the Move-out /Cleaning Instructions. Failure to leave home in clean condition may result in deductions from security deposit.

Forwarding Addresses: Please provide your forwarding addresses to your property manager PRIOR to moving out. This is where we will mail all correspondence.

Move-Out Cleaning Instructions

Bedrooms/Hallways/Dining Areas/Living Room/General Area:

1. Walls and ceilings should be washed, and all marks removed. If you painted, you must paint the walls/ceiling back to the original color upon move-out.
2. All glass, windows, windowsills and window tracks should be cleaned and washed.
3. Light fixture, switches, heaters and shelves must be cleaned.
4. All floors and floor coverings are to be cleaned.
5. Garage area should be cleaned.
6. All closets are to be cleaned, including the walls in the closets.
7. Patio / Decks should be cleaned.
8. Fireplace should be cleaned.
9. A/C vents should be cleaned, and old A/C filter replaced.
10. Yard front/back should be mowed, and shrubs trimmed up.
11. If you choose to complete the carpet cleaning, you must hire a licensed and bonded professional carpet cleaning service, and provide a payment receipt tothe Landlord that discloses the date of service, the full description of service, the cost of service, the vendor name, address, and phone number.

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Kitchen / family room:

1. Refrigerator and freezer should be defrosted and cleaned, interior and exterior, behind and underneath.
2. Range, oven, pans, broiler grills and shelves cleaned, interior and exterior, behind and underneath.
3. Hood fan, exhaust fan, to include filters, should be cleaned.
4. Dishwasher should be cleaned, interior and exterior
5. Cabinets should have all shelf paper and liner removed. Interior and exterior of shelves, doors, drawers, pulls, knobs and cabinets cleaned.
6. Floors and floor coverings must be cleaned.
7. Exterior and interior of all fixtures must be cleaned
8. Closet/Pantry walls, shelves, doors and accessories should be washed and cleaned.
9. Walls and ceilings should be washed and cleaned. If you painted, you must paint the walls/ceiling back to the original color upon move-out.

Bathrooms:

1. Tub, basin, shower, and tub surrounds, to include tile, fixtures, faucets, should be washed and cleaned, grout should be cleaned.
2. Medicine cabinet, mirror, shelves, lighting, fixtures, switches, heaters, towel bars, handles, accessories, should be cleaned.
3. Sinks and basins should be cleaned.
4. Cabinets/vanities should have all shelf paper and liner removed. Interior and exterior of shelves, doors, drawers, pulls, knobs and cabinets should be cleaned.
5. Toilet, toilet seat, toilet tank toilet bowl should be cleaned, interior and exterior
6. Walls and ceiling should be washed and cleaned. If you painted, you must paint the walls/ceiling back to the original color upon move-out.

Bedrooms:

1. Clean windowsills, frames, tracks, casing, and both sides of glass.
2. Clean closet shelves, rods, tracks, casing, and both sides of doors.
3. Clean both sides of all doors including casings.
4. Remove light fixtures, clean, replace burnt out bulbs, and replace light fixtures.
5. Vacuum all carpets and have them professionally cleaned.
6. Wash all baseboards.
7. Scrub and mop all vinyl or tiled areas.

Pet Damage and Pet Fee's:

The one-time pet fee and/or pet rent paid monthly, DO NOT cover or WILL NOT be applied to pet any damage in the home.

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ALL pet damage will be charged to the tenant. Therefore, ALL pet damage needs to be repaired by the tenant as part of the move out process. Refer to the cleaning instructions to review the details of how to clean the property and make necessary repairs.

WHAT IS ORDINARY WEAR AND TEAR?

Typical definition of ordinary wear and tear is "That deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests."

In other words, ordinary wear and tear is the natural and gradual deterioration of the unit over time, which results from a tenant's normal use of the unit. For example, the carpeting in a unit, or even the paint on the walls, wears out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant can't prevent the aging process, and a court won't make the tenant pay for damages resulting from that process.

WHAT'S NOT ORDINARY WEAR AND TEAR?

A landlord can make a tenant pay for damages if the tenant helped the aging process along or didn't use the unit in a normal way. A carpet worn from people walking on it is something you have to expect. But a tenant who cuts a hole in the carpet or spills paint on it may be held responsible for the damage.

How can you tell what is and isn't ordinary wear and tear? There are three basic types of damages caused by a tenant that aren't considered ordinary wear and tear. They are:

1. Negligence. If a tenant does something carelessly that the tenant should have known would cause damage, or if the tenant failed to do something that the tenant reasonably should have done to prevent damage, that's negligence. In short, did the tenant act prudently to preserve the property?

- Failure to warn. Another form of negligence is where the tenant fails to take steps that could prevent damage to the apartment. Even the reasonable wear and tear exception shouldn't insulate a tenant from responsibility if the tenant fails to let the management know when something goes wrong in the apartment that might later result in worse d a m a g e .

For example, if a window pane is cracked because of a faulty foundation, that's not the tenant's fault. But if the tenant doesn't tell the management that the crack is letting in water and the carpet below the window gets water damaged, the management may be able to argue that this extra damage was caused by the tenant's failure to inform the management of the problem.

2. Abuse/misuse. If the tenant knowingly or deliberately mistreats the property, or uses is for the wrong purposes, the damage the tenant causes isn't ordinary war and tear - it's abuse or misuse.

For example, did the tenant slide furniture over an unprotected floor, causing gouges? Or did the tenant discolor the bathtub by using it to dye fabrics? Was the tenant an artist who failed to cover the floor as the tenant painted, leaving permanent stains on the carpet? Did the tenant paint the walls of the apartment black?

One court decision court said a tenant had to pay for leaving an apartment carpet mutilated in an area around a wet bar, damaged by rust and mildew stains from plant containers, and covered with cigarette burns - some clear through the pad.

3. Accident. Sometimes damage occurs by mistake. The tenant party guest drops a drink on the new carpet, staining it. The tenant drops a heavy planter and crack the tile floor. Or the tenant's cleaning the light and the fixture falls and breaks... Or the tenant accidentally leaves the bathtub faucet on, flooding part of the apartment and staining wood floors and carpeting. Even though the tenant didn't purposely damage your property, the landlord will be able to

withhold the cost of repair from the security depos it .

OTHER FACTORS

In evaluating whether damage exceeds ordinary wear and tear, there are some other factors to keep in mind. They include:

Extent of damage. The exact type of damage may be as important as the extent of the damage when evaluating whether it's ordinary wear and tear or not. For example, two or three nail holes in a wall may be considered ordinary wear and tear. But dozens of nail holes may be considered abuse. A few scratches on a wood floor are unavoidable. But a missing wood plank is negligence or abuse.

Length of residence. Certain things wear out over time. But over how long? The ordinary wear and tear on a unit from a tenant who's lived there only a short time should be considerably less than that of a tenant who's lived there for a long time. Say you installed new carpet before renting a unit. It may be reasonable to expect that if a tenant lives there 10 years before moving out, everyday usage would leave it somewhat damaged. But if a tenant moves out after only three months and the carpet is ripped and stained, that's unreasonable, and the landlord can probably charge the tenant for the damage

Character and construction of building. An older building may be expected to undergo greater and more rapid deterioration than a newer building. For example, wooden windowsills in an older building may dry out, rot, or crack over time through no fault of the tenant. But if the building is new, it unlikely that the windowsills would crack with-out some carelessness on the tenant's part (e.g., standing on the windowsill to put up drapes).

Examples of Wear and Tear VS. Damages

Example of Wear and Tear VS. Damages	
Wear & Tear	**Damages**
Peeling or cracked paint	Drawings on the walls (e.g., murals)
Worn enamel in old bathtub	Chipped and broken enamel in bathtub
Worn or cracked linoleum in place where appliances had been	Broken window caused by resident slamming window shut
Cracked window pane due to faulty foundation and settling	Holes in carpet from cigarette burns or carpet damaged by
of building	rust and mildew stains from tenant's plant containers
Carpet worn thin by people walking on it	Large chunk of plaster ripped out of wall
Door that sticks in humidity	Painted over kitchen or bathroom tile
Small piece of wall plaster chipped	Missing fixtures; hole in ceiling where fixture had been
	removed
Faded tile	Toilet backed up because tenant flushed cardboard down it
Faded lampshade	Floors gouged when moving furniture
Fire damage due to faulty wiring	Wallpaper missing where tenant tore it off wall
Sink drainage slow because of old pipe system	Sliding closet doors off track because track bent
Floors need new coat of varnish	Walls burned in kitchen from burner turned too high when
	pot on stove
Corner of piece of wallpaper coming lose because the glue	Shower rod missing
has aged	
Sliding closet doors stick	Tiles missing or cracked
Paint faded on kitchen walls	Torn window shade
Shower rod somewhat rusted	
Grouting in bathroom tile loose	
Dirty or faded window	

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Settlement Charges Guide

Below is a list of estimated charges for assorted items or jobs that may be required due to damages beyond normal "wear and tear". Tenants are responsible for all damages created from neglect or excessive wear and tear during or after occupany of a Conrex managed property. The table herein is merely a representation of general charges which may be levied on the tenant due to tenant negligence or excessive wear and tear and is not meant to be all inclusive. Conrex at its sole discreation will apply or forgive settlement charges and any charges applied will be made in writing to the last known address of the tenant. Please note that a tenant is NOT considered fully moved out unless all keys are returned and may be charged daily hold over fee of $100 per day. As referenced within and by signing the Conrex Lease Agreement the tenant agrees to abide by this policy.

REV: March 2019

APPLIANCES	QTY	Price/unit	Unit	Charge
Cooktop / Stove Top		1,000.00	Each	
Dishwasher		375.00	Each	
Range		600.00	Each	
Range Hood		75.00	Each	
Refrigerator		750.00	Each	
Wall Oven		1,000.00	Each	

CLEANING	QTY	Price/unit	Unit	Charge
Clean Bathroom Cabinets		20.00	Each	
Clean Bathroom Floor		25.00	Each	
Clean Dishwasher		30.00	Each	
Clean Fireplace		50.00	Each	
Clean Kitchen Cabinets		45.00	Liner Ft	
Clean Kitchen Floor		50.00	Each	
Clean Oven		50.00	Each	
Clean Range		75.00	Each	
Clean Refrigerator		50.00	Each	
Clean Stove Hood		30.00	Each	
Clean Stove Top		25.00	Each	
Clean Toilet and Sink (per bath)		20.00	Each	
Clean Tub/Shower or Surround		30.00	Each	
Deodorize Carpet		80.00	Room	
Major Yard Clean Up > 5 Yds		425.00	Each	
Minor Yard Clean Up >1 Yd < 5 Yds		225.00	Each	
Mow Lawn Front and Back		50.00	yard	
Remove Carpet Stains/Clean (non-A42pet)		80.00	Room	
Remove Carpet Stains/Clean (pet)		100.00	Room	
Remove Trash (dumpster)		500.00	Each	
Remove Trash (truck load)		250.00	Each	
Trim Bushes		20.00	Each	
Vacuum Dwelling		40.00	Each	
Window Cleaning		10.00	Each	

DOORS	QTY	Price/unit	Unit	Charge
Repair Forced Door Damage		75.00	Each	
Replace Door (exterior)		300.00	Each	

Replace Door (interior)		155.00	Each	
Replace Sliding Glass Door (standard)		500.00	Each	
Replace Sliding Screen Door		55.00	Each	

EXTERMINATING	QTY	Price/unit	Unit	Charge
Bed Bugs		2,000.00	Occurrence	
Cockroaches		450.00	Occurrence	
Fleas		275.00	Occurrence	

FLOORING	QTY	Price/unit	Unit	Charge
Refinish Hardwood Floor		2.50	Sqft	
Repair Carpet		150.00	Room	
Repair Hardwood Floor		5.00	Sqft	
Repair LVT		25.00	Each	
Repair Tile		25.00	Each	
Replace Carpet		1.55	Sqft	
Replace LVT		2.75	Sqft	
Replace Tile		1.50	Sqft	
Replace Vinyl		1.88	Sqft	

GENERAL REPAIRS	QTY	Price/unit	Unit	Charge
Repair Shower Tile		15.00	Each	
Replace Air Filter		15.00	Set	
Replace Bathroom Faucet		85.00	Each	
Replace Ceiling Fan		150.00	Each	
Replace Chandelier		150.00	Each	
Replace CO2		20.00	Each	
Replace Counter Top (formica)		20.00	Sqft	
Replace Counter Top (granite)		75.00	Sqft	
Replace Door Bell Button		5.00	Each	
Replace Door Bell unit		50.00	Each	
Replace Electrical Cover Plate		1.50	Each	
Replace Electrical Outlet/Switch		5.00	Each	
Replace Garage Door (double)		1,000.00	Each	
Replace Garage Door (single)		500.00	Each	
Replace Garage Door Remote		50.00	Each	
Replace Garbage Disposal		150.00	Each	
Replace Kitchen Faucet		125.00	Each	
Replace Kitchen/Vanity Knob		10.00	Pair	
Replace Light Fixture		55.00	Each	
Replace Light Fixture Globe		20.00	Each	
Replace Medicine Cabinet		50.00	Each	
Replace Mirror (2x4 average)		40.00	Each	
Replace Mirror (3x5 average)		80.00	Each	
Replace Mirror (greater 3x5)		150.00	Each	
Replace Refrigerator Crisper		80.00	Each	
Replace Refrigerator Door Shelf		40.00	Each	
Replace Refrigerator Self (glass)		60.00	Each	
Replace Refrigerator Self (wire)		25.00	Each	
Replace Shower Head		25.00	Each	
Replace Shower Tile		1.50	Sqft	
Replace Smoke Detector		20.00	Each	

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Replace Stove Drip Pans		30.00	Set	
Replace Stove/Oven Knob		20.00	Each	
Replace Thermostat		100.00	Each	
Replace Toilet		165.00	Each	
Replace Toilet Seat		20.00	Each	
Replace Tower Bar Kit		40.00	Set	
Replace Tub/Shower Enclosure		250.00	Each	
Replace Tub/Shower Glass Doors		200.00	Set	
Replace Vertical Blind		75.00	Each	
Replace Window Blind		25.00	Each	
Replace Window Screen		20.00	Each	
Snake Main Line		200.00	Each	
Snake Toilet/Sink		100.00	Each	

Hold Over - Daily Fees	**QTY**	**Price/unit**	**Unit**	**Charge**
Not fully moved out as defined above.		100.00	Day	

LOCKS	**QTY**	**Price/unit**	**Unit**	**Charge**
Replace Dead Bolt		30.00	Each	
Replace Door Lock		40.00	Each	
Replace Key		5.00	Each	
Replace Passage Knob		20.00	Each	
Replace Sliding Door Handle		40.00	Each	

WALLS	**QTY**	**Price/unit**	**Unit**	**Charge**
Cover Crayon/Market/Stains		2.00	Sqft	
Remove Mildew and Treat Surface (tenant caused)		5.00	Sqft	
Repaint Trim/Doors		1.25	Linear Ft	
Repaint Wall/Ceiling		2.00	Sqft	
Repair Hole In Wall		5.00	Sqft	

	Total Chargeback

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
Tenant(3): Signature: _____ Name (Print): Date of Execution:	Tenant(4): Signature: _____ Name (Print): Date of Execution:
Tenant(5): Signature: _____ Name (Print): Date of Execution:	

Exhibit

Property Condition Disclosures

Date:
Premises:
Landlord:
Tenant (1)

This exhibit is attached to, and forms a part of, the Residential Lease Agreement between Landlord and Tenant.

Tenant hereby acknowledges that 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. Additional information regarding radon and radon testing may be obtained from your county health department.

Tenant hereby acknowledges that many conditions with respect to the Premises are disclosed in the Lease or have been observed by Tenant during an inspection of the Premises prior to execution of the Lease, including, without limitation, the following:

_____
_____
_____
_____

Tenant hereby accepts such property conditions as disclosed or observed and accepts any risks associated with such property conditions. Tenant further agrees to notify Landlord immediately in writing if Tenant has any questions or concerns about such property conditions and/or any future changes in such property conditions, or if Tenant has any questions or concerns about any property conditions discovered by Tenant in the future.

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
Tenant(3): Signature: _____ Name (Print): Date of Execution:	Tenant(4): Signature: _____ Name (Print): Date of Execution:
Tenant(5): Signature: _____ Name (Print): Date of Execution:	

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Exhibit

Rules and Regulations

Date:
Premises:
Landlord:
Tenant (1)

This exhibit is attached to, and forms a part of, the Residential Lease Agreement between Landlord and Tenant.

Tenant acknowledges and agrees to comply with the following rules and regulations governing its use and occupancy of the Premises and such other rules and regulations adopted by Landlord from time to time for the operation, safety, security and maintenance of the Premises, provided that a copy of such other rules and regulations is provided by Landlord to Tenant.

1. Absolutely no smoking is permitted in the Premises.

2. Tenant may not interfere with the peaceful enjoyment of the neighbors.

3. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.

4. Tenant shall abide by all applicable laws and regulations.

5. Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Premises.

6. Tenant agrees to test smoke detector(s) periodically and maintain operational batteries at all times. Tenant must report any malfunction with smoke detector(s) immediately to Landlord. Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Premises

7. Absolutely no hazardous or combustible materials are permitted to be in or around the Premises at any time.

8. Tenant may not use or store kerosene or space heaters at any time in or around the Premises.

9. Under no circumstance may a stove, oven or range be used as a source for heat

10. Charcoal and Gas Barbecue grills may not be used inside the Premises.

11. Tenant shall use ventilating fans at all times when bathing and cooking.

12. All windows and doors must remain closed during inclement weather.

13. Tenant shall notify Landlord of any pest control problems, but it is Tenant's responsibility to maintain the home pest free.

14. Tenant must notify Landlord of any changes in employment.

15. The basement and/or attic may not be modified for the use as living quarters without written permission of Landlord.

16. Waterbeds and liquid furniture are not permitted without the written permission of Landlord.

17. Tenant must obtain written permission to install a satellite system or antenna on or around the Premises.

18. Tenant may not store or park a pod, camper, recreational vehicle, commercial vehicle, or watercraft on Premises without Landlord's written permission.

19. The use of any provided swimming pool or hot tub is at Tenant's own risk.

20. Tenant shall abide by all rules and regulations mandated by any governing Condominium Association or Home Owners Association.

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21. Any fireplace or wood stove in the Premises is strictly for decorative use only. If said fireplace is used for any other purpose it is at Tenants own risk.

If Tenant violates any part of this Exhibit, Tenant will then be in default of this Lease. In the event of a default, Landlord may initiate legal proceedings in accordance with all applicable laws and regulations to evict, as well as seek judgement against Tenant for any monies owed to Landlord resulting from the default.

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
Tenant(3): Signature: _____ Name (Print): Date of Execution:	Tenant(4): Signature: _____ Name (Print): Date of Execution:
Tenant(5): Signature: _____ Name (Print): Date of Execution:	

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ELECTRONICALLY FILED - 2020 Aug 24 2:55 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002678

Exhibit

Satellite Dish Addendum

Date:
Premises:
Landlord:
Tenant (1)

As our resident, you have a limited right to install a transmitting or receiving satellite dish or receiving antenna within the leased premises, subject to FCC limitations. Your landlord, on the other hand, may impose reasonable restrictions as a condition of installing and using such equipment, and this Addendum contains the restrictions that you and we agree to follow. You understand and agree that not all residents will be able to receive satellite signals depending on the orientation of buildings and obstructions, and your failure to receive such signals shall not be the basis for any reduction in your rental amount or as the basis for any early termination of your lease agreement.

1. Number and Size: You may install only one satellite dish or antenna within that portion of the premises that are lease to you for your exclusive use. A satellite dish may not exceed one meter (3.3 feet) in diameter, measured diagonally. An antenna or dish may receive, but shall not transmit, signals.

2. Location: Your satellite dish or antenna must be located: (1) inside your dwelling, or (2) entirely within an area outside your dwelling (such as a balcony, patio, yard, ect.) of which you have exclusive control under your lease. Installation is not permitted on any common areas (e.g. a parking area, roof, exterior wall, window, windowsill, fence or in any other are that other residents are allowed to use), and/or in any area not permitting by local, state, or federal law. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

3. Safety, Installation, and Non-Interference: Your installation: (a) must comply with all applicable ordinances and laws and all reasonable safety standards; (b) may not interfere with you cable, telephone or electrical systems of those of neighboring properties; (c) may not be connected to our telecommunication systems; and (d) may not be connected to our electrical system except by plugging into a 110-Volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be sagely secured by one of two methods: (a) securely attaching it to a portable, heavy object such as a small slab of concrete (b) any other method approved by us in writing prior to the installation. Further, (a) satellite dishes cannot be installed in any manner which requires holes to be drilled through walls, windows, doors, roofs, decks, rails or floors; (b) satellite dishes cannot be installed in any manner which causes damage to the premises and/or related hardware must no invade or encroach upon the privacy of other tenants. No other installation methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, ext, so long as it does not impair reception. Nothing herein shall constitute a representation and/or warranty that any such installation shall be sufficient so as to adequately retrieve a satellite signal.

4. Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling: Under the FCC order, you may not damage or alter the leased premises and may not drill holes through the outside walls, door jams, windowsills, ext. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, ect.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (a) running a “flat” cable under your door jam or window still in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (b) running a traditional or flat cable through a pre existing hole in the wall (that will not need to be enlarged to accommodate the cable); (c) connecting cables “through a window pane” similar to how an external car antenna for a cellular phne can be connected to inside wiring by a devise glued to either side of the window- without drilling a hole through the window; (d) wireless transmission of the signal from the satellite dish or antenna to a devise inside the dwelling or (e) any other method supported and approved by us in writing.

5. Additional Safety in Installation: In order to assure safety, we must approve the strength and type of materials used for installation. A qualified person or company approved by us must do installation. Said person or company must be profession contractor, licensed in accordance with the laws of the city, county and state in which the property is located. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

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6. Maintenance: You will have the sole responsibility for maintaining you satellite dish or antenna and all related equipment.

7. Removal: Damages and Injuries. You must remove the satellite dish or antenna and all related equipment, and restore the premises to their original condition, excepting normal wear and tear, when you move out of the dwelling. You must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which my be reasonable necessary to restore the leased premises to its condition prior to the installation of your satellite dish or antenna and related equipment. In the event of any injury to persons or property caused by the satellite dish, the Resident shall be responsible for the same.

8. Liability Insurance and Indemnity: You are fully responsible for the satellite dish or antenna and related equipment. Prior to installation, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna or related equipment. The insurance coverage must be no less than $500,000 (which is an amount reasonably determined by us to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. You agree to defend, indemnify and hold us harmless of the above claims by others.

9. Security Deposit: Your security deposit is to help protect us against possible repair costs, damages or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending of: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, ect.

10. When you may begin installation: You may start installation of your satellite dish or antenna only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 8 of this addendum; (3) paid us the additional security deposit, if applicable, and (4) received our written approval of the installation materials and the person or company who will do the installation.

11. Miscellaneous: If additional satellite dishes or antennas are desired, and additional lease addendum must be executed.

( ) Resident does not have a Satellite Dish as of the date bellow.

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
Tenant(3): Signature: _____ Name (Print): Date of Execution:	Tenant(4): Signature: _____ Name (Print): Date of Execution:
Tenant(5): Signature: _____ Name (Print): Date of Execution:	

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Exhibit

State Specific Addendum (Missouri)

Date:
Premises:
Landlord:
Tenant (1)

This exhibit is attached to, and forms a part of, the Residential Lease Agreement between Landlord and Tenant.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE:

1. NON-LIABILITY. Tenant hereby agrees that Landlord shall not be liable to Tenant or to Tenant's family, guests, invitees, servants, animals, pets or others for injury to or death of any person, animal or pet, nor for loss or damage to property (including, without limitation, the property of Tenant) occurring in or about the Premises from any cause whatsoever even if said damages or injuries are alleged to be the fault of or caused by the negligence or carelessness or fault of Landlord. Tenant agrees to indemnify and save Landlord harmless from all loss, damage, liability and expense, including, without limitation, any additional rent expense which Tenant might incur, and the expense of defending the claims, relating to any actual or alleged loss or damage to property caused by or resulting from any occurrence in or about the Premises, including, without limitation, the alleged negligence, carelessness or fault of Landlord. This section shall survive the expiration or earlier termination of this Lease.

2. Holdover. In the event Tenant holds over and fails to vacate the Premises following the End Date or earlier termination of the Lease without Landlord's written consent, then Tenant shall be liable to pay double rent for the holdover period (less a credit for any Term Extension Fees paid) and shall indemnify Landlord and/or any prospective tenants or buyers for damages (including, without limitation, lost rent or profits or sale, lodging expenses and attorneys' fees). This section shall survive the expiration or earlier termination of this Lease.

3. Security Deposit. This provision supplements, but does not replace, Section 18 of the General Terms of this Lease:

a. Tenant is hereby advised that Tenant may, upon surrender, be liable for actual costs for carpet cleaning that exceed ordinary wear and tear. Accordingly, Landlord may withhold from the Security Deposit, at Landlord's election, the costs for any cleaning of the carpet and Landlord agrees to provide Tenant with a copy of the receipt for the actual carpet cleaning costs within thirty days of the End Date or earlier termination of the Lease.

b. Landlord shall give Tenant written notice of the date and time when Landlord will inspect the Premises following the End Date or earlier termination of this Lease to determine the amount of the Security Deposit to be withheld, and Tenant may be present at the inspection of the Premises at the time and date scheduled by Landlord; provided, however, if Tenant fails to provide a forwarding or new address or if Tenant fails to appear at the scheduled inspection, then Tenant shall have waived any right hereunder or under applicable law to attend such inspection.

4. Certain Prohibited Uses. Tenant shall not permit any gaming table, bank or device to be set up or be kept or used upon the Premises, for the purpose of gaming, or keeping in the same a bawdyhouse, brothel or common gaming house, or allowing the illegal possession, sale or distribution of controlled substances upon the Premises

5. Attorney's Fees. Any and all attorney's fees and costs of collection incurred by Landlord in the enforcement of any part of this Lease shall be payable by Tenant, and the amount of such costs shall be deemed Rent and shall, upon notice by Landlord, given at any time prior to and including, without limitation, the service of notice of any legal action, be immediately due hereunder.

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6. Disclosures. Tenant acknowledges the following disclosures

a. Landlord's Agent Disclosure. Tenant acknowledges that, pursuant to Section 535.185 of the Missouri Revised Statutes, (i) Landlord has disclosed to Tenant in writing the name and address of the person authorized to manage the Premises and (ii) Landlord has advised Tenant that Landlord's agent, Conrex Property Management, LLC, is authorized to act for and on behalf of Landlord for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

ADD IF HOME IN KANSAS CITY AND IF APPLICABLE;

b. Flooding History. Pursuant to Section 50-109.5 of the Kansas City Code of Ordinances, Landlord hereby discloses that the Premises [is located in a regulatory floodplain as defined in the official floodplain document established by Section 28-2 of the Kansas City Code of Ordinances] [and] [has flooded in or since 1993 (flooding meaning the presence, not by design, of any measurable depth of water at any location within a structure on the property as a direct result of precipitation, storm drainage or surface water].]

c. Methamphetamine Production History. Pursuant to Section 441.236 of the Missouri Revised Statutes, Landlord hereby discloses that methamphetamine was produced on the Premises in the past.

7. Notice To Vacate. Prior to the termination of this lease, Tenant agrees to give Landlord sixty (60) days written notice that lease will either be cancelled and the premises will be vacated at expiration of this lease, or the lease will be renewed, if renewal is offered.

If Tenant violates any part of this Exhibit, Tenant will then be in default of this Lease. In the event of a default, Landlord may initiate legal proceedings in accordance with all applicable laws and regulations to evict, as well as seek judgement against Tenant for any monies owed to Landlord resulting from the default.

Tenant(1): Signature: _____ Name (Print): Date of Execution:	Tenant(2): Signature: _____ Name (Print): Date of Execution:
Tenant(3): Signature: _____ Name (Print): Date of Execution:	Tenant(4): Signature: _____ Name (Print): Date of Execution:
Tenant(5): Signature: _____ Name (Print): Date of Execution:	

Exhibit
MOVE-IN/MOVE-OUT INSPECTION FORM

MOVE-IN/ MOVE-OUT INSPECTION FORM

DATE _____

Address:	Tenant:	New Phone (Home)	
City, State, Zip	Tenant:	(Work)	(Mobile)

	COMPONENT	MOVE IN	MOVE OUT	CHARGE
Exterior Grounds	Grass	OK N/A		
	Shrubs	OK N/A		
	Trees	OK N/A		
	Mailbox	OK N/A		
	Fence	OK N/A		
	Pool/Hot tub	OK N/A		
Exterior Structure	Siding/Brick	OK N/A		
	Paint	OK N/A		
	Windows	OK N/A		
	Doors	OK N/A		
	Ext lights	OK N/A		
	Front Porch	OK N/A		
	Back deck/Patio	OK N/A		
	Chimney	OK N/A		
	Roof	OK N/A		
	Trim/Fascia	OK N/A		
	Gutters	OK N/A		
	Screens	OK N/A		
Entry & Stairways	Door/Locks	OK N/A		
	Flooring	OK N/A		
	Walls	OK N/A		
	Ceiling	OK N/A		
	Light/Fan	OK N/A		
	Stairwell walls	OK N/A		
	Stairway carpet	OK N/A		
	Handrail	OK N/A		
Living Room	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Woodwork	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light fixtures	OK N/A		
	Ceiling fan	OK N/A		
	Outlets/Switches	OK N/A		
	Fireplace	OK N/A		

"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.
"N/A" - Indicates "Not Applicable"

MOVE IN: Tenant's Initials Manager's Initials MOVE OUT: Tenant's Initials Manager's Initials

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	COMPONENT	MOVE IN	MOVE OUT	CHARGE
Dining Room	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Woodwork	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light fixtures	OK N/A		
	Ceiling fan	OK N/A		
	Outlets/Switches	OK N/A		
Den/Family Room	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Woodwork	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light fixtures	OK N/A		
	Ceiling fan	OK N/A		
	Outlets/Switches	OK N/A		
	Fireplace	OK N/A		
Kitchen/Breakfast Room	Flooring	OK N/A		
	Refrigerator	N/A Model/Color:		
	Range/Vent Hood	N/A Model/Color:		
	Dishwasher	N/A Model/Color:		
	Microwave	N/A Model/Color:		
	Disposal	OK N/A		
	Trash Compactor	OK N/A		
	Cabinets	OK N/A		
	Countertops	OK N/A		
	Sink	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Shades	OK N/A		
	Light fixtures	OK N/A		
	Ceiling fan	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork	OK N/A		
	Pantry	OK N/A		
	Doors/Locks	OK N/A		
Laundry Room	Washer/Dryer	N/A Model/Color:		
	Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Doors/Locks	OK N/A		
	Lights & switches	OK N/A		
	Vent	OK N/A		
	Shelving	OK N/A		

"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.
"N/A" - Indicates "Not Applicable"

MOVE IN: Tenant's Initials _____ Manager's Initials_____ MOVE OUT: Tenant's Initials _____ Manager's Initials _____

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	COMPONENT	MOVE IN	MOVE OUT	CHARGE
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		
	Fireplace	OK N/A		
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		

"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.
"N/A" - Indicates "Not Applicable"

MOVE IN: Tenant's Initials _____ Manager's Initials_____ MOVE OUT: Tenant's Initials _____ Manager's Initials _____

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	COMPONENT	MOVE IN	MOVE OUT	CHARGE
Bathroom	Sink/Faucets	OK N/A		
	Vanity/Cabinets	OK N/A		
	Tub/Shower	OK N/A		
	Commode	OK N/A		
	Mirror	OK N/A		
	Towel racks	OK N/A		
	Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Closet	OK N/A		
	Lights/Switches	OK N/A		
	Exhaust Fan	OK N/A		
Bathroom	Sink/Faucets	OK N/A		
	Vanity/Cabinets	OK N/A		
	Tub/Shower	OK N/A		
	Commode	OK N/A		
	Mirror	OK N/A		
	Towel racks	OK N/A		
	Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Closet	OK N/A		
	Lights/Switches	OK N/A		
	Exhaust Fan	OK N/A		
Bathroom	Sink/Faucets	OK N/A		
	Vanity/Cabinets	OK N/A		
	Tub/Shower	OK N/A		
	Commode	OK N/A		
	Mirror	OK N/A		
	Towel racks	OK N/A		
	Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Closet	OK N/A		
	Lights/Switches	OK N/A		
	Exhaust Fan	OK N/A		
Bathroom	Sink/Faucets	OK N/A		
	Vanity/Cabinets	OK N/A		
	Tub/Shower	OK N/A		
	Commode	OK N/A		
	Mirror	OK N/A		
	Towel racks	OK N/A		
	Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Closet	OK N/A		
	Lights/Switches	OK N/A		
	Exhaust Fan	OK N/A		

"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.
"N/A" - Indicates "Not Applicable"

MOVE IN: Tenant's Initials _____ Manager's Initials_____ MOVE OUT: Tenant's Initials _____ Manager's Initials _____

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	COMPONENT	MOVE IN	MOVE OUT	CHARGE
Garage/ Parking	Garage Doors	OK N/A		
	Openers/Remotes	OK N/A		
	Windows	OK N/A		
	Walls/Ceilings	OK N/A		
	Floor	OK N/A		
	Driveway	OK N/A		
Basement/ Mechanical Systems	Stairway	OK N/A		
	Floors/Walls	OK N/A		
	Windows/Blinds	OK N/A		
	Furnace/ AC	OK N/A		
	Water Heater	OK N/A		
	Breaker/Fuse box	OK N/A		
	Dehumidifier	OK N/A		
	Smoke Detectors	OK N/A		
	Alarm System	OK N/A		
	Intercom	OK N/A		
	Satellite Dish	OK N/A		
	Sprinkler system	OK N/A		
Misc.				

"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.
"N/A" - Indicates "Not Applicable"

MOVE-IN INSPECTION: Tenant accepts responsibility for the above described residence "AS IS" with the conditions and notations described above. Tenant shall be responsible for the maintaining the residence in its present condition. Any damage, beyond normal wear and tear, will be the responsibility of Tenant.

Manager's Signature _____ Date _____ Tenant's Signature _____ Date _____ Tenant's Signature _____ Date _____

Keys Issued Door _____ Mailbox _____ Pool _____
Keys Returned Door _____ Mailbox _____ Pool _____

Garage Remotes Issued _____
Garage Remotes Returned _____

MOVE OUT INSPECTION: Today's inspection notes any damage beyond normal wear and tear and determines any charges to be assessed against the Tenant.

Manager's Signature _____ Date _____ Tenant's Signature _____ Date _____ Tenant's Signature _____ Date _____

MOVE IN: Tenant's Initials _____ Manager's Initials _____ MOVE OUT: Tenant's Initials _____ Manager's Initials _____

STATE OF SOUTH CAROLINA
BEFORE THE BOARD OF ELECTIONS
AND VOTER REGISTRATION FOR
CHARLESTON COUNTY
COUNTY OF CHARLESTON

Tiffany R. Spann-Wilder,

Voter Challenger,

vs.

Deon Tedder,

Voter Respondent.

VOTER RESIDENCY CHALLENGE, DEON TEDDER

Date: May 29, 2020
Time: 10:00 a.m.

Location: Board of Elections and Voter Registration of Charleston County
4367 Headquarters Road
North Charleston, SC

COPY

Christine A. Smith, Court Reporter
Sandlapper Reporting, LLC
P.O. Box 30276
Charleston, South Carolina, 29417
(843) 367-9596

APPEARANCES:

ATTORNEY FOR THE BOARD OF ELECTIONS AND VOTER REGISTRATION FOR CHARLESTON COUNTY:

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(843) 266-3800

BOARD MEMBERS PRESENT:

Carolyn Lecque
Dan Martin
Christine Varnado, Chairman of the Board
Joseph Debney, Executive Director
Charles Lybrand
Mary Ann Taylor
Troy Watson
Robin Poliakoff (recused)
Gregory Rouse (excused)
Catherine LaFond (excused)

Also Present:

Tiffany Spann-Wilder, Esq.
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(EXH. #1, Filing of Candidacy, was marked for identification.)

(EXH. #2, Election Commission History, was marked for identification.)

(EXH. #3, Property Record, was marked for identification.)

(EXH. #4, Charleston Water System bill, was marked for identification.)

(EXH. #5, Dominion Energy bill, was marked for identification.)

(EXH. #6, SCDMV Driving History, was marked for identification.)

(EXH. #7, NC DMV active license status, was marked for identification.)

(EXH. #8, SCDMV Driving History, was marked for identification.)

(EXH. #9, Billing for (910) 699-3971, was marked for identification.)

(EXH. #10, SC Ethic 1st Quarter Report, was marked for identification.)

(EXH. #11, Edward Pasoquen Criminal History, was marked for identification.)

(EXH. #12, Facebook Post, was marked for identification.)

(EXH. #13, University of TN, Dental

Program, was marked for identification.)

(EXH. #14, Nissan Maxima, NC Tags, was marked for identification.)

(EXH. #15, Info Regarding Jillian Broughton, was marked for identification.)

(EXH. #16, SCDMV License Plate Info, was marked for identification.)

(EXH. #17, Facebook Post, Trifecta Security, was marked for identification.)

(EXH. #18, Facebook Post, was marked for identification.)

(EXH. #19, Documents A-G submitted by Mr. Peper, were marked for identification.)

P R O C E E D I N G S

THE CHAIRMAN: I will call this public hearing to order. This is a voter qualification challenge. We are the Charleston County Board of Voter Registration and Elections.

Dan, would you give us the prayer and pledge?

MR. MARTIN: Sure.

(Whereupon, the prayer was given followed by the Pledge of Allegiance.)

THE CHAIRMAN: Notice of this meeting was

published in accordance with the Freedom of Information Act. We are here today for a voter qualification challenge hearing, first of Mr. Deon Tedder as the voter, and then second we have a challenge from Mr. James Johnson.

The challenger of both of these gentlemen, of both of these voters, Ms. Tiffany Spann-Wilder is here, and also has co-counsel with her at the table?

MS. SPANN-WILDER: Yes.

THE CHAIRMAN: And who is co-counsel?

MS. O'NEILL: Yolanda Fair O'Neill.

THE CHAIRMAN: And Fair is spelled?

MS. O'NEILL: F-A-I-R, O'Neill, O-'-N-E-I-L-L.

THE CHAIRMAN: Thank you. And Mr. Peper for the voter.

MR. MARTIN: Yes, with co-counsel Ms. Brenna Wiles also of my office on behalf of Mr. Tedder.

THE CHAIRMAN: And could you spell your last name for me?

MS. WILES: Yes, W-I-L-E-S.

THE CHAIRMAN: Great. Thank you. Our proceedings today -- our Board has a limited role in situations like this. All that we are statutorily mandated and capable of doing is evaluating whether or not the challenged voter is a properly registered

voter at that address today. That's what we will be deciding today.

Sam, can you go quickly through a brief summary of the law that we're dealing with?

MR. HOWELL: Yes. So this hearing is under Section 7-5-230, which permits this Board in the first instance to examine into and decide on the qualifications of the voter. The statutes expressly limit the Board's role to decide whether the voter currently meets or fails to meet the voter registration qualifications that are set forth in Code Section 7-5-120.

The Board does not have authority to provide opinions as to the voter registration status of these voters as of any other dates, and when you are considering this matter, you are to take into consideration the matters set forth in this statute, 7-1-25.

THE CHAIRMAN: So 7-1-25, that is the definition of domicile?

MR. HOWELL: It's the definition of domicile, and it has a list of some 11 categories of documents that you are required to consider in determining a person's intention regarding the domicile.

THE CHAIRMAN: Okay. All right. So we will

start with brief opening statements by counsel. Ms. Spann-Wilder?

MS. SPANN-WILDER: Before we proceed, I think I need to have some clarification as to whether Mr. Tedder is appearing or not?

MR. PEPER: He submitted an affidavit. He's not going to be appearing personally.

THE CHAIRMAN: Which is perfectly fine.

MS. SPANN-WILDER: And there are two others that I asked to appear as well.

MR. PEPER: I believe you gave us a list of five witnesses?

MS. SPANN-WILDER: Yes.

THE CHAIRMAN: We don't have subpoena power.

MS. SPANN-WILDER: I have been told otherwise, but in light of that I had some other documents that I had for impeachment purposes to talk to Mr. Tedder about, so I would like to take a moment to place them in as exhibits to move forward.

THE CHAIRMAN: Certainly. Members of the Board, while we're waiting, you do have the statutes in front of you: Section 7-1-25, which is the definition of domicile and Section 7-5-230, which are the legal qualifications, the Statute that we are operating under currently.

MR. WATSON: I'm not sure which stack to step into first.

THE CHAIRMAN: That might be actually inside the folder.

MR. WATSON: I pulled the folder.

THE CHAIRMAN: Ms. Spann-Wilder, are we ready?

MS. SPANN-WILDER: I'm almost there Madame chair. I am trying to cull the documents to pass up to you.

(Brief pause.)

THE CHAIRMAN: Ms. Spann-Wilder, if you would like to start with your brief opening statement, please?

MS. SPANN-WILDER: Yes, ma'am. Good morning again. May it please the Board? First, thank you for your time coming out this morning to look into this matter. I know that Madame Chair has presented information to you regarding the statutes that are applicable here.

I in no way disagree with those, however, I do believe that the Constitution of the State of South Carolina is also in play here, and when it comes to the Constitution itself, there is no room for interpretation. It is exactly what it is.

South Carolina Constitution Article III,

Section 7 talks about when legal residency is determined for persons who have filed for office. 7-5-120 gives you statutory authority to determine the qualifications for registration, ergo it is our position as this Board is the body that determines registration that you can look at registration based upon a given date and time if you're being asked to do that.

Certainly it is my position that as of today, the registration is still not valid, however, I would state that as of March 23rd, 2020, that Mr. Tedder's registration was not valid. When he changed his address to the Orchid Street address.

7-5-120 gives you the authority to qualify registration, and because the Constitution itself calls for a determination -- calls for legal residency in situations where persons are running for State Senate and House of Representative seats, that you then aren't able to do this.

I am not in any way asking this Board to determine the validity of the candidates. I clearly understand that that is a matter of a Republican, Democrat, Libertarian, or Green Party organization to do that, however, you do have the authority to determine registration.

I am asking you to look at March 23, 2020 as well as today. I was not aware that Mr. Tedder was not going to appear this morning, although he did have an affidavit submitted. I would say to you that by virtue of him not appearing that when you take a look at this in its totality that you give consideration to that as well.

There is case law, and some of you may have lived it. I was just probably just coming into the world at the time, but the Gubernatorial challenge back in 1973, '74, '75 when Charles Ravenel was not allowed to run for governor. The caselaw from that talks about -- the Supreme Court talked about how you should look at the totality of the circumstances and scrutinize the person -- you have to look at the intent. That has to be evaluated in a light based on the consistency or inconsistency of the conduct herein.

So I would just ask of you that you look at this with an open mind and a reasonable mind because I think that it will flow that the information here just does not meet. I do want to note for the record again that Mr. Tedder was issued a subpoena at his principal place of business, and he is not here today to defend this challenge in person and he has done so

by way of affidavit.

THE CHAIRMAN: Mr. Peper?

MR. PEPER: Thank you, Madame Chair, Members of the Board. Mark Peper on behalf of Mr. Tedder along with co-counsel, Ms. Brenna Wiles, an associate in my office. I'll be very brief, and by no means in an effort to respond, but to simply state Mr. Tedder's position which is pretty clean, pretty clear, and as evidenced by the packet that we submitted to the Board yesterday and I provided you a copy of it this morning, and I believe Mr. Debney was handing out another copy. You should have our packet there. It's pretty simple.

I agree that the Constitution is the document that is only in my personal view usurped by the most important document of all time, that being the Bible.

I believe the Constitution is the founding document, and it's important because it vests in this Board the power that it can avail today by creating the opportunity for states to form statutes, and that's exactly what this state did.

As Mr. Howell briefly went over, and Mr. Watson I think was looking for the section -- if it pleases the Board, I'll simply break it down for you in a very simple term. The State Constitution

under Statute 7-5-230, discusses qualifications, and it clearly says that the County Boards of Voter Registration and Elections be appointed and they're empowered to require proof of qualifications as to voter registration if necessary. So we start with that statute, Mr. Watson.

Then if you look down, it then references Section 7-5-120, which is the only issue before this Board today. Let me repeat that. It's the only issue. It's whether or not as we sit here at 10:12 a.m. on May 29th, whether Mr. Tedder is a qualified voter under 7-5-120. It's that simple.

What our state legislature did was they gave you some more guidance and said, domicile is how you determine residency. The state said, Well, let's include another statute that defines domicile. So then they refer you to that third statute, 7-1-25. A person's residence is his domicile. In Section D, for voting purposes it lays out 11 factors to consider in determining a person's domicile.

I would crave reference to No. 4, a voter's address on his driver's license; No. 5, a voter's address on legal and financial documents; No. 9, the location of the voter's personal property. The reason I crave reference to all three of those --

despite the fact that you can only choose which one of the 11 -- is that in our packet we have laid out exactly everything that this Board needs to make the determination that Mr. Tedder as of today is a qualified voter. It's as simple as that.

I don't intend to call any witnesses to the extent witnesses are called. I don't anticipate cross-examining any. Mr. Tedder has submitted an affidavit with supporting documents. Those should be a plethora of material for you to make your determination. Thank you very much.

THE CHAIRMAN: Ms. Spann-Wilder, do you have a first witness?

MS. SPANN-WILDER: Yes. I would like to call Alana Lipscomb. Is Alana Lipscomb present? Do you know if there's anyone being retained outside? It would be an Alana Lipscomb and an Edward Pasoquen.

THE CHAIRMAN: Did you confirm with the witnesses that they were planning to be here today?

MS. SPANN-WILDER: I issued subpoenas. I do not have phone numbers.

THE CHAIRMAN: Okay. We do not have subpoena power, so whatever you sent did not validly require them to be here.

So do you have any other witnesses?

MS. SPANN-WILDER: Myself.

THE CHAIRMAN: Okay.

MS. SPANN-WILDER: Do you need me to step there?

THE CHAIRMAN: Yes. Go over and sit at the witness stand there, and the court reporter will swear you in.

TIFFANY SPANN-WILDER,

being first duly sworn, testified as follows:

THE CHAIRMAN: Is your co-counsel going to question you?

MS. SPANN-WILDER: No. I am just going to testify as the challenger.

THE CHAIRMAN: Okay. You're just going to give us a statement?

MS. SPANN-WILDER: Yes. And it will flow along with the exhibit number of the documents.

THE CHAIRMAN: Okay. We've sworn you in, and we'll proceed with you. There is no one waiting, and we'll check again.

MS. SPANN-WILDER: All right. Exhibit 2, on March 17th, 2020, Deon Tedder changed his voter address from 215 Promenade Vista to 2629 Orchid Avenue, which is in North Charleston. He then, on March 23rd, filed a statement of intention of

candidacy here with your office on March 23, 2020.

In that document was a candidate's oath, an affirmation that he met at the time or will meet, and because of the seat that he is seeking it had to be that he met that qualification at that time. Mr. Tedder has submitted, by way of affidavit, a statement that he is moving -- or he moved as a result of his girlfriend giving him notice that she was going to Tennessee for a dental residency program.

If you would note that in his statement -- I think it's Point 7 -- he says, February 19th she notified him. On February 28th he moved into Orchid Avenue. The assumption is that she left town and that he was having to find some place else to go.

In our Exhibit 12, there is a post from Facebook from Mr. Tedder's page, from May 16th, 2020 where he is noting that he is at the Medical University of South Carolina College of Dental Medicine and he is there with her.

It is my thought that she had not left town yet. The next exhibit, 13, is reference to the program where she is attending at the University of Tennessee Nashville's dental program. Mr. Peper referenced that residency to you, I believe as

Exhibit A, in his packet.

Mr. Tedder's affidavit would lead you to believe that in February or shortly thereafter she took up and left town. The program at Tennessee -- that document tells you that the residency doesn't even begin until July 1st. It is a one-year program from July 1st to July 30th would be that time frame.

When you then look at the Facebook post, you know, it's clear that she was here. The affidavit leads one to believe that they had an apartment or so together, and you know, my roommate's leaving and I've got to find another place to go.

However, Exhibit 3 of my packet, gives you a copy of property tax records which show that this same young woman, Jillian Broughton, is an owner of the property, the condo, at 1755 Central Park Road, Unit 6209. It's owned in conjunction with a Pamela Broughton whom I do know to be her mother.

So Mr. Tedder would lead you to believe that he would leave this place. She's going for a year, but he's going to come over to the other side of town from James Island in order to take up residency with another person.

The sublét agreement that he provides is just that, a sublet agreement. It is not an original

lease. One matter that I am still waiting on -- I was not able to get it in time for this was an actual lease from the Conrex Properties from whom this young man does rent from.

Most leases do not allow for subletting without the express permission of the landlord, and so I think that document, if the Board would even give time to get that in, would be crucial here because if the landlord is not aware that Mr. Tedder is a subletter and has not approved that, ergo, his residency there is not valid to begin with because the landlord is not going to allow him to remain. The question then becomes, where then does Mr. Tedder go? And again, it would not be here. In that document, which is Mr. Peper's Exhibit B, No. 7 says the occupants to the home are Mr. Tedder and John Pasoquen, and I believe that's a middle name or a nickname for this gentleman, Edward.

I would submit to you that that is a false representation to this Board. Our Exhibit 16, is the DMV record of registration for the young woman that was asked to be here today, Alana Lipscomb. Her Toyota Sequoia is registered at 2629 Orchid Avenue, North Charleston, South Carolina.

So I would submit to you that Mr. Pasoquen

lives there with his girlfriend, fiancee, significant other, Ms. Lipscomb. To further add to that grouping would be our Exhibit 17, which is a Facebook post from Trifecta Security that welcomes Edward Pasoquen, III to the world on February 5th, 2020 at 7 pounds, 20 inches.

The next exhibit, 18, is a post from Facebook from Alana Lipscomb announcing EJP, Edward J. Pasoquen on February 5th, 7 pounds, 5 ounces, 20 inches. So the representation in this agreement that Mr. Tedder is just hanging out with a guy friend renting space with him is a false representation to you on its face because there is a young couple that is there at that residence.

It would be interesting to me to believe that on February 28th, when Mr. Tedder says that this lease was executed, that this couple with a baby less than a month old would welcome another guy into their home just to hang out. I believe that is an absurdity and an outright untruthful statement to this Board.

Beyond that, it gets further complicated because in that time period Mr. Tedder does not possess a South Carolina driver's license. On the day that he changed his registration here with this

Board on March 17th, he possessed a North Carolina driver's license. That is our Exhibit 6. A request was made to the South Carolina Department of Motor Vehicles asking it to give the driving history of Mr. Tedder.

The DMV returned essentially a blank sheet of paper stating that there was an address at 1312 Tralea, T-R-A-L-E-A, Drive in Durham, North Carolina, 27707 and gave his date of birth but had no license information because he was not a South Carolina licensed driver.

Mr. Tedder has now submitted to you in his packet, and I have done the same, a copy of South Carolina Department of Motor Vehicle's driving record. Mine is dated May 22nd, 2020, where Mr. Tedder has now become a South Carolina driver. He turned in and -- you will get those reports. I know they're not something that you may look at regularly, but it tells you that on May 14th, 2020 he was issued a South Carolina driver's license having turned in a North Carolina driver's license.

At the bottom it says, OOS driver license surrender. An out-of-state license was surrendered, and that was a North Carolina driver's license. So one issue I would say to you yet still -- there is a

question of not even just residency here but even is Mr. Tedder a resident of the State of South Carolina?

Our Exhibit No. 14 shows the vehicle that -- one of the vehicles that he drives here in town with North Carolina tags. It's a Nissan Maxima. The tag is YYD-3467. Mr. Tedder tells you in his affidavit that he has been in the great State of South Carolina for a substantial period of time. He went to law school and undergraduate here. Those periods don't count because he was a student, however I would submit to you that Mr. Tedder completed law school in 2015.

Based on his voter registration, he created registrations here in Charleston County in 2017. His official filing for this office -- he uses his business address with the Law Offices of David Aylor at 3844 Leeds Avenue. We are just right down the street from that.

If any of you know anything about Charleston -- I would submit to you that the Department of Motor Vehicles, probably our largest one here in Charleston, is less than a football field away from where that office is located. His affidavit states that he began working for Mr. Aylor in June of 2018. So here we are almost two years to

the date that he has worked within a football field proximity of the DMV and has never found it necessary to walk over there to change his driver's license or to change the tags on the vehicles that he is driving.

It is interesting nonetheless that his change comes after filing for an elected office, even sloppily because it probably should been changed at the time that he changed his address here. Had he gone to the DMV -- the DMV updates your license and your registration at the same time, however it was done separately because there are documents required at the DMV to change your license.

In order to come here to the Board of Registration I believe that it is just simply a matter of saying, This is where I am going to be. Mr. Tedder then used his voter registration as a way of changing his license with the DMV, again a very surreptitious process in maneuvering to create a valid voter registration here in District 109.

You also have a document from the Charleston Water System, our Exhibit No. 4. That document clearly states that at 2629 Orchid Avenue, Edward Pasoquen has been the account holder and has been so since February 26th of 2019, and then at Central

Park, where it is believed that Mr. Tedder does truly reside. It's Ms. Broughton. So there no utility in his name in any location.

The next document, Exhibit 5, is that Dominion Energy, and it, too, places the utilities at the Orchid Avenue address in Mr. Pasoquen's name, and this is the gentleman who has created the sublet agreement with Mr. Tedder that is questionable nonetheless if it is a valid document authorized by Conrex Property, his actual landlord.

Exhibit 7 is a report from the North Carolina Department of Motor Vehicles dated May -- I'm sorry if my sheet said April -- it is dated May 20th, 2020. At that time it still showed Mr. Tedder as having an active license, and that was the day that this challenge was filed. I do believe that the State -- we know clearly from the other documents he had surrendered his license, but at that time it had not even reached North Carolina for them to clearly acknowledge that he was not a driver there in their state.

Our Exhibit 9 is a billing address statement, a utility bill for Cingular Wireless for Mr. Tedder at phone number (919)699-3971. That document shows 1755 Central Park Road as his billing address from

the period of -- the billing period beginning September 6 of 2012, which would not be accurate because he would not have been here then. It shows a billing statement up to May 4, 2020.

The next page, though, shows you the original address of -- the Tralea Drive address in Durham, North Carolina which matches his driver's license. I would submit that would be his permanent residence there in North Carolina.

Also is Exhibit 10. It is the South Carolina Ethics and Accountability Report that has to be filed for candidates for office. This is the initial report that had to be filed for first-quarter funding. Mr. Tedder's not here for me to ask him exactly who completed this report for him, but this report requires you to tell who has given you money and what expenses you have made along the way in a campaign.

I would bring to your attention that on Page 5 -- the entries go in reverse order -- midway down, March 31, 2020, Mr. Tedder made a contribution to his campaign. He lists himself as an attorney and it asks for the address. That is a legal requirement for anyone making a contribution. 1755 Central Park Road, Unit 6209, Charleston, South Carolina is listed

as his address on that document.

Either Mr. Tedder completed this or someone completed it in his campaign, but they would have had to have had the financial information in order to do that. So here it is some seven days after he has filed and almost two weeks after he's changed his registration. He's still using this Central Park address.

On the very last page of this report is Mr. Tedder's contribution, again of $208, to his campaign, which would be the filing fee for the candidacy. That was entered for March 23, 2020. Again, 1755 Central Park Road is listed as his address, so either Mr. Tedder is not sure where he lives, or the people who are working in his campaign are not sure where he lives.

Nevertheless this is a state-filed document that again does not place him at that residence for the given period that he has stated. You can amend these reports. There is no amendment on file with the South Carolina Ethics Commission as to this being an invalid document.

I also want to direct you to our Exhibit 14, and I think I did mention that already. That is the vehicle that he drives most of the time here in South

Carolina with the North Carolina address.

The last of our exhibits I want to note is Exhibit 11. Again, Mr. Tedder not being here, and Mr. Pasoquen not being here, I'm unable to confirm how this relationship came about in terms of finding this place to stay. Was it a Craigslist ad? Was it an acquaintance? How did this come about?

I would submit to you that based on what Mr. Tedder has stated about the fact that he is an attorney, his practice -- he has stated that publicly. His practice is criminal largely. That may be the way he met Mr. Pasoquen.

Exhibit 11 provides you with countless pages of Mr. Pasoquen's criminal history. The first document where the sheet is tabbed for Exhibit 11 is a charge in Berkeley County for financial transaction fraud. That is what we call in the law a crime of moral turpitude. It is the kind of matter that can be used against you for the rest of your life. It goes to intent. It goes to the state of your being and your willingness to undermine people, places, and positions in that regard. This is a plea of guilty.

As you look along, some are very minor things, traffic offenses that you or I may have as well, however, you will see a number of instances that are

marijuana charges, possession of cocaine, convictions. That's on the bottom -- the one that is labeled Page 7 of 76, possession of cocaine was a general sessions offense. The arresting agency was none other than the North Charleston police department.

So that is there on Mr. Pasoquen. There's the fraud change. So nevertheless, I would submit to you that Mr. Tedder may have met Mr. Pasoquen in the course and scope of his business as a criminal defense attorney and found somebody who didn't have a problem with not being honest and forthright about things and joined in to do this subletting. Again, none of these people have come.

I think when you look at it and going back to the Ravenel case, back in the '70s where the Supreme Court tells you you have got to look at everything, the consistencies and the inconsistencies in all of this and the broad picture. Does this make sense to you? Why would a young lawyer practicing for three years want to go and sublet a place with a fellow that's got a criminal history as long as my arm?

Now everybody wants to be close to their work, but I don't think that's what would be intended here.

I think it reaches back just to a broader picture here, that the information provided is disingenuous, that Mr. Tedder not even appearing here is disingenuous to be questioned and to present himself to you in person.

THE CHAIRMAN: Ms. Spann-Wilder?

MS. SPANN-WILDER: So that is the representation of my documents.

THE CHAIRMAN: Okay. So you've been through all of your exhibits that you're presenting?

MS. SPANN-WILDER: Yes.

THE CHAIRMAN: Mr. Peper, do you have any questions of Ms. Spann-Wilder?

MR. PEPER: Madame Chairman, if it please the Board, a couple of housekeeping matters. Ms. Spann-Wilder, I certainly appreciate your passionate testimony. I will try to refrain from being too passionate myself. You may have to bring me back in a little bit.

EXAMINATION

BY MR. PEPER:

Q. To clarify a couple of things -- this is a housekeeping matter. You are a local attorney?

A. I am.

Q. And you're a part-time magistrate judge,

correct?

A. I am.

Q. And then you're also the spouse of a candidate that's running in the same race, District 109, as Mr. Tedder; is that correct?

A. Yes.

Q. And so therefore you're also a voter of District 109?

A. All my life.

Q. Very good. Could you tell the Board, of all of those roles that you're serving, in which capacity you're here today?

A. The capacity in which I filed, and it is that of a voter.

Q. Okay. So you're not the attorney for the voter?

A. No. I have not presented myself as such.

Q. And you haven't presented yourself as a magistrate judge here today, correct?

A. Absolutely in no way have I presented that.

Q. You are simply here as a voter of 109 during this challenge?

A. I am a very concerned voter of 109, concerned for the people that I have lived among all of my life, being perpetrated or fraught upon by people who

are jumping in and out seeking notoriety and position.

Q. Okay. Now, as a voter of 109, which you've stated that's what your capacity here is today, you are simply challenging whether or not Mr. Tedder is a qualified voter in that district; is that my understanding?

A. Yes.

Q. Now, in your testimony we heard a lot about Mr. Pasoquen, Ms. Alana, a few other names. You would agree with me, though, that we're simply here regarding Mr. Tedder, correct?

A. About his voter registration, yes.

Q. Is it about his voter registration or is it about whether, as we sit here today, whether he's qualified to vote?

A. It is a two-part -- it is whether or not he is qualified today, which I still do not believe he is, as well as was he qualified on the day he walked in here to change registration as well as the day he walked in to file for office.

Q. Okay. And can you explain to the Board how it is that they have the ability to determine today any of those issues that you've brought to concern with the exception of whether or not he's a qualified

voter today?

A. What other concerns are you talking about? The other dates?

THE CHAIRMAN: Mr. Peper, that's a legal question, and we don't need to debate the law with the witness.

MR. PEPER: Okay.

Q. (BY MR. PEPER) And so what I want to do is let's just talk about whether he's a qualified voter today. Okay?

A. Okay.

Q. Now we look to the statute referenced earlier by both of us, 7-1-25, to determine domicile. I believe that the Board has it in front of them. I would like to go over these factors with you as the challenger. The first factor that may be considered is a voter's address reported on income tax returns. Do you have any documentation regarding Mr. Tedder's tax returns?

A. None have been provided.

Q. Okay. So you do not know what his address is on his tax return?

A. Seeing as he just changed his address in March and the extension has been made to July, I would presume he probably has not filed.

Q. I would concur with you, and that was my next point. Again, for purposes of today in determining his address today, a tax return probably wouldn't do us much good, would it?

A. It wouldn't be relevant, no.

Q. So let's look at the second factor to consider, a voter's real estate interest, whether he owns property. Are you aware of whether or not Mr. Tedder owns any real property?

A. Per his affidavit he is not a homeowner.

Q. That's correct. The third factor to consider would be the voter's physical mailing address. Do you agree that that's a factor to consider?

A. Per the statute, yes.

Q. And would you agree with me, as I believe you pointed out on one of your exhibits which mirrored my Exhibit E to my packet, the Statement of Intention of Candidacy and Party Pledge, that he listed his physical mailing address to be his office address, Mr. Aylor's office, correct?

A. Yes.

Q. So we can't really use that to determine domicile, fair?

A. Right.

Q. So let's move on to No, 5, the voter's address

on legal and financial documents. Do you agree that that's a factor for this board to consider?

A. Yes.

Q. And would you agree with me that Exhibit C in my packet, which would be his employer payroll report from Mr. Tedder, you would agree that that would be considered a financial document, correct?

A. Yes.

Q. And would you agree with me that the address listed on that is his Orchid Avenue address?

A. Yes. But I would also note that the Ethics Commission document is also a financial document and that is our Exhibit 10, and the dates there supercede the March 14th date on that employment statement where he gives the James Island address on March 23rd and March 31st.

Q. Okay. Now, would you also agree that an order from the United States District Court in the State of South Carolina would be considered a legal document?

A. If it's an order, yes.

Q. And so it would fall under Factor 5. In my packet that we submitted, Exhibit G, which would be an order of the United States District Judge, J. Michelle Childs, as recently I believe if I'm not mistaken, on Monday of this week.

A. Yes.

Q. Are you aware that she found in her findings of fact that not only was Mr. Tedder a resident of Charleston County, but also a candidate for District 109? Those were the facts that she found in her order; do you agree?

A. Well, being a practitioner, when you file a complaint as an attorney and you state that someone is a resident of a particular county, you lay out all of those things. If they're not challenged, they're not going to be disavowed. When you file a lawsuit, you don't put someone's driver's license or their lease or any document like that that would establish clearly that the person was or was not a resident. So while I know and love Judge Childs, I know that she -- what you're talking about is just a process in how legal documents are done and there is no challenge there to that.

Q. Okay. So despite it being her order in the facts as she found them to be, your position is that --

A. I still don't agree with that, no.

Q. Okay. So the next factor, 6, would be an address utilized for educational purposes. You don't have -- Mr. Tedder's not in school, correct? He

doesn't have kids in school or anything, right?
A. To my knowledge he doesn't have any children.
Q. That fact doesn't thwart out very much. How about address on automobile registrations. Are you familiar with any registration for a vehicle owned by Mr. Tedder?
A. Well, per your affidavit he does not own the car, but he certainly operates a vehicle, two vehicles that I'm aware of that he has been driving here in Charleston both with North Carolina license plates on it.
Q. But you're aware that he doesn't own those vehicles, correct?
A. Per his assertion in this affidavit.
Q. Okay. So that factor doesn't help thwart out very much. So then we look at his address utilized for membership in clubs or organizations. Do you have any proof of any clubs that he is a member of that listed a different address that he would be using today?
A. Quite honestly, outside of his appearance recently in the community, I would not know him to really be actively involved in anything.
Q. And so No. 9, the factor is the location of the voter's personal property, and we submitted the

lease agreement, and so you would agree with me that to the extent that he owns any personal property, and I presume that that's probably talking about clothing and those types of things. You would agree that we've submitted a lease that states that he resides at the Orchid Avenue address, correct?

A. He's subletting, not a lease.

Q. Excuse me. Okay. And then in Mr. Tedder's affidavit he clearly states that he doesn't own any real or personal property, i.e. cars, boats, trucks, those types of things, right?

A. Yes.

Q. And in 10 and 11, residents of the voter's parents, spouse, and children, that's not going to help us out much today, and whether there be a relocation for medical care for a member of immediate family, you're not taking the position that where he resides now is solely to take care of a family member, correct?

A. I don't believe he has any family in this town.

Q. And so you agree that we've covered all 11 of the factors that the Board is to consider?

A. Yes.

MR. PEPER: Okay. That's all I have,

Ms. Spann-Wilder. Thank you.

MS. SPANN-WILDER: I need to confer.

THE CHAIRMAN: But the Board may have some questions.

MS. SPANN-WILDER: I'm sorry.

THE CHAIRMAN: Do you need to confer first?

MS. SPANN-WILDER: Yes.

THE CHAIRMAN: Okay.

(Brief pause.)

MR. WATSON: Ms. Spann-Wilder, is your husband here?

MS. SPANN-WILDER: Yes.

(Brief pause.)

THE CHAIRMAN: Ms. Spann-Wilder, so you have provided to us how many exhibits?

MS. SPANN-WILDER: There are 18.

THE CHAIRMAN: 18. So we will accept those 18 exhibits that Ms. Spann-Wilder has marked into evidence, and then you referenced the affidavit of Mr. Tedder, and Exhibits -- which includes Exhibits A through G. We will mark that as -- he's marked those, but we're going to mark that as Exhibit 19. That will include Exhibits A, B, C, D, E, F, and G to the affidavit.

So does any Member of the Board have any

questions for Ms. Spann-Wilder?

MR. LYBRAND: I do. I have a question and I hope you won't be offended -- just a tiny bit of advice. That was awfully long, and I'm not sure what the first 15 or 20 things you said are now. So I think maybe if you get to the point -- I realize you felt like you had to do that. Boy, that's a lot of stuff. Having said that, we waded through it.

I guess my question is: If this were a real Court, and I'm certainly not a lawyer, but how many times would the Judge have told you speculation or told you that this is hearsay or told you that you were -- I think that you have a lot of stuff in there that is really personal because this is your husband. I don't know that you can divide that completely. I appreciate all the effort you went to. There was a lot of hard work that you put into it. I understand why you did it. I would do it for my wife, too, if she were running for office.

I don't think that I'm convinced because I think it was too much speculation, but at any rate, I just wanted you to know that. I appreciate the hard work you put into it.

MS. SPANN-WILDER: Well, it wouldn't be a lot of speculation if Mr. Tedder presented himself to be

questioned. I don't think there's speculation that there are documents that are here, and hopefully you will have an open mind as you return to review and look at what is there.

MR. LYBRAND: Well, the voters will have an open mind one way or the other. They're the ones who are going to make this decision, not us.

MS. SPANN-WILDER: Well, you will determine if he even votes in one or not.

MR. LYBRAND: Well, yes, ma'am. But I'm telling you that we may be taking his right away from him to have the voters tell him that they don't know him and may the best man win. Anyway, I just wanted to thank you for all your hard work.

MS. SPANN-WILDER: Thank you.

THE CHAIRMAN: Anyone else from the Board have any questions for Ms. Spann-Wilder?

MR. HOWELL: I do. Ms. Spann-Wilder, I'm not on the Board. I'm just their attorney.

MS. SPANN-WILDER: Yes.

EXAMINATION

BY MR. HOWELL:

Q. All right. I want to go back down this list, Section 7-1-25, just to narrow a few points.

A. I'm sorry. I didn't hear the last part of

what you said.

Q. I want to go down the list of factors for this Board to consider in Section 7-1-25. Mr. Peper went down it with you, but I'd like to go down these certain points that I think need to be covered more fully.

No. 1 is the address reported on income tax returns. Now, in Mr. Tedder's affidavit he said that you employed him in October of 2017?

A. 2017 -- he worked with our firm for about eight or nine months, yes, sir.

Q. Do you recall what address he used for his income taxes? I suppose he paid income taxes?

A. That I don't know, but I do know that the address that he used on his work stuff was the 1755 Central Park Road.

Q. Would that have been on like a W-2 form or anything having to do with his payroll that he would report to taxes?

A. In this year, in January, the firm still issued him an actual -- a 1099 for some work that he was due a credit for. He wasn't on the payroll in 2019, but the case settled then and so he didn't get a financial incentive from the office.

Q. Do you recall the address that was used for

that?

A. That would have been the 1755 Central Park. That's the only address I would have had. That was done in January.

Q. And would that have been reported to the IRS and the South Carolina Department of Revenue?

A. Yes. It's actually on his Statement of Economic Interest with the South Carolina Election Commission when you have to detail your sources of income for the past year, and he lists David Aylor's law firm and Spann-Wilder Law.

Q. All right. Thank you. Factor No. 3 is a voter's physical mailing address. Do you have any copies or any knowledge of addresses that are used by Mr. Tedder for receiving mail?

A. Yes. That would be in my exhibits as well. You have the Exhibit 9, that shows where his wireless bill has gone up until the last billing cycle in early May, and that shows the 1755 Central Park.

Q. Who owns the Nissan Maxima that you discussed or have a picture of in Exhibit 14?

A. Yes, sir.

Q. Who owns that vehicle?

A. Not Mr. Tedder obviously. I guess maybe his mother or something. His father has passed, I do

know that. Perhaps his mother or some family member gave him a vehicle to use.

Q. So we don't know that he owns that?

A. Per his affidavit, he says he doesn't own any personal property.

Q. Do you know where his -- I guess his mother at this point, do you know where she lives?

A. She lives at the Tralea Drive address in Durham, North Carolina.

Q. And do you know -- did his father live there before his passing?

A. I believe so. I believe they were together.

Q. And is Mr. Tedder married?

A. Not to my knowledge.

Q. And do you know if he has any children?

A. Not to my knowledge.

MR. HOWELL: I don't have any further questions.

THE CHAIRMAN: Does anyone else on the Board have any additional questions?

(No verbal response.)

THE CHAIRMAN: All right.

MR. MARTIN: Madame Chair, I move that we go into executive session.

THE CHAIRMAN: We need to make sure we --

MR. MARTIN: I'm so sorry.

MR. PEPER: I'll be happy to take my cue, Mr. Martin.

THE CHAIRMAN: Okay. Ms. Spann-Wilder, do you have any more witnesses?

MS. SPANN-WILDER: I don't. I do want to note that the property at 1755 Central Park Road does not appear to be up for sale, so I'm not sure if there was a reason to move.

I would also move to strike Mr. Tedder's affidavit as he is not here to defend that. I'm just putting that out there. And then in the lease agreement --

THE CHAIRMAN: Let me respond to that.

MS. SPANN-WILDER: Yes.

THE CHAIRMAN: As we discussed at the prehearing conference, we did accept testimony via affidavit.

MS. SPANN-WILDER: In that regard --

THE CHAIRMAN: And so your Motion to Strike would be overruled.

MS. SPANN-WILDER: And in that regard also, we've talked about the Rules of Evidence being kind of loosely construed, but we are talking about the Rules of Evidence, so Rule 45 still would provide

subpoena power. It would be my position in that regard.

THE CHAIRMAN: Well, Rule 45 is the Rules of Civil Procedure.

MS. SPANN-WILDER: And this is an administrative proceeding. I mean, it's not criminal so I would --

THE CHAIRMAN: I would not put my law license on the line to sign a subpoena coming from this Court, this body, under Rule 45 for this proceeding.

MS. SPANN-WILDER: Well, the question was asked, and no one ever said that the body did not have it.

THE CHAIRMAN: I told you that.

MS. SPANN-WILDER: No, ma'am.

THE CHAIRMAN: I did tell you that.

MS. SPANN-WILDER: Your e-mail did not say that.

THE CHAIRMAN: I told you that at our prehearing conference.

MS. SPANN-WILDER: The subpoenas were already issued at that point. That was two days ago. They were already issued.

THE CHAIRMAN: By you?

MS. SPANN-WILDER: Yes, ma'am.

THE CHAIRMAN: We did not issue anything?

MS. SPANN-WILDER: You did not. You absolutely did not, and as an officer of the Court, I did sign those.

I would just ask you to -- ask the Board to look at that lease intently. It does talk about the number of people in the place. I've given you information. Outside of that, I do believe that there is a lot that is plain on its face that just appears inconsistent and untruthful in what's been presented.

THE CHAIRMAN: Thank you. You have no more witnesses?

MS. SPANN-WILDER: No, ma'am.

THE CHAIRMAN: Mr. Peper?

MR. PEPER: Thank you, Madame Chair. Just procedurally it's my understanding that the Board's Exhibit 19 would be Mr. Tedder's affidavit, and then the supporting documents, Exhibit A through G; is that correct?

THE CHAIRMAN: Correct. We'll just make them -- so that it would be 19A, 19B.

MR. PEPER: Very good. With those being admitted into evidence for purposes of the Board's consideration, Mr. Tedder has no witnesses or any

additional things to offer. Thank you.

With that said, I'll be happy to take any questions.

THE CHAIRMAN: Does the Board have any questions of Mr. Tedder's counsel?

MR. MARTIN: I have one.

THE CHAIRMAN: Yes? I'm sorry. Ms. Spann-Wilder, you may stand down. I apologize. I didn't mean to interrupt you.

(Witness excused.)

MR. MARTIN: I'm curious why Mr. Tedder did not appear.

MR. PEPER: I think that's a fair question. He's in the middle of a heated campaign with the Challenger's husband as well as Mr. Johnson, both of whom, in addition to Mr. Tedder, I consider esteemed colleagues if you will. I certainly agree that given the sworn testimony that's been presented, that is certainly sufficient enough -- especially in light of the fact that it's backed up with hard concrete evidence.

So when he asked me whether he could continue the campaign this morning I said, Well, you've hired me to do a job, and I'm compelled to do it, so I'll handle everything for you. I hope that answers your

question.

MS. LECQUE: I just think I need to piggyback on that. I really feel it was important for him to be here today in person. I just think that if he felt so strongly about his candidacy that he should have been here. I think campaigning is important, but given that we're in a state of stay at home and that type of stuff, it kind of doesn't fit.

MR. PEPER: Yes, ma'am. Ms. Lecque, I will say this: I try to be as transparent as I possibly can. At the same time I've tried not to make many objections or motions at all. I think if it was up to Mr. Tedder, he would agree with you. Even if it was just to be present to show his face. That being said, it's my job as a lawyer to represent my client's best interest, and when there is no duty upon him or any rule that requires his presence, first of all -- and second of all, when the Board, who I've appeared in front of many times, has clearly stated that testimony may be received in these proceedings by affidavit, then that is a decision that I have to make as a lawyer as to what I feel would be the most appropriate way to present a response to a challenge.

So if you're upset about it, I hope you're

upset with me as opposed to Mr. Tedder. He certainly means no ill will or anything. Had he not signed an affidavit and not appeared I'm with you, but for purposes of today it's one and the same, and we ask that you accept it as his sworn testimony.

MS. LECQUE: I mean I don't think we don't expect it. I'm just saying that you've been before us before, and your client has been here to testify on their behalf.

MR. PEPER: Yes, ma'am.

MS. LECQUE: Now, the thing about the sworn affidavit is one thing, but sworn testimony says something else. With the candidate here or the client here, we could ask questions with him being under oath. With this we can't ask any questions. We can't get any answers. We can only go by what's in here. What's in here may not satisfy everything that we need to know.

So we need for him to have been here to testify under sworn testimony as your clients have done before. You've never come before without having your client here so that's kind of (indicating).

MR. PEPER: I understand. I appreciate your comments. In just a brief response, the factors that you are to consider can be met through --

MS. LECQUE: I understand what you're saying.

MR. PEPER: And I appreciate you saying that, and I understand that. I'm with you. Thank you.

THE CHAIRMAN: Any other questions for Mr. Peper?

MR. WATSON: Yes. Actually, I think Carolyn hit the nail on the head. Forgive me, I'm not an attorney. I don't really know how this affidavit is created if you will. In my layperson's mind, someone could type these statements out and he could say that he affirms them, or he could contradict them, but that's a lot different than us being able to ask him a follow-up question like: Why would you want in a Statement of Candidacy to put your business address as opposed to maybe your mailing address or your physical address and why those might be different?

There are multiple questions I would like to ask him as clarifying or additional information that because he's not here I'm going to be now left to make some assumptions that may or may not be to his benefit.

MR. PEPER: I respect your comments, Mr. Watson. A sworn affidavit is just that. It's sworn testimony, truth and accurate, and then notarized by a notary public. You are very fortunate

to have not only attorneys on the Board, but a very competent counsel for the Board, so I might offer you to direct any of those questions or concerns to counsel in executive session for maybe a better explanation.

MR. WATSON: Sure. I will tell you what, since you are his attorney, maybe you can tell me: How did this then therefore get created? How did Statement No. 1, Statement No. 2, Statement No. 3 -- how did that process unfold?

MR. PEPER: As simply as -- these are his words. He appears and he states under oath 1 through 16. He signs in front of a notary, and that is his sworn testimony. I'm not sure I can answer it any better than that. You're asking from -- does that happen in my office or does that happen -- I don't know what you --

MR. WATSON: Sure. Sure. No, just practically. I'm hearing you say that he sits down and tells someone that -- I am over the age of 18, a resident of Charleston County, and he goes on and says -- let's just move down to No. 11.

He says that on March 23rd I filed a statement. So that's how this was created?

MR. PEPER: That's correct. These are his

words, yes, sir.

THE CHAIRMAN: Does anyone else have any questions?

(No verbal response.)

Thank you. Does the Board have everything that we need to start consideration? Is there anything else anyone would like clarified perhaps as a closing argument or do we think we've got it all?

MR. WATSON: We're good.

THE CHAIRMAN: We're good? Okay.

MR. MARTIN: Madame Chair, I make a motion that we go into executive session to receive legal advice, to receive legal advice.

THE CHAIRMAN: Is there a second?

MR. WATSON: Second.

THE CHAIRMAN: Properly moved and seconded to go into executive session to receive legal advice. Is there any discussion?

(No verbal response.)

All in favor say, Aye?

THE BOARD: (All members in unison) Aye.

THE CHAIRMAN: Any opposed?

MR. LYBRAND: Nay.

THE CHAIRMAN: Okay. The motion passes and we will now adjourn to executive session.

(A recess transpired.)

MR. MARTIN: I move that we come out of executive session.

THE CHAIRMAN: Is there a second?

MR. WATSON: Second.

THE CHAIRMAN: Properly moved and seconded to come out of executive session. Is there any discussion?

(No verbal response.)

All in favor say, Aye?

THE BOARD: (All members in unison) Aye.

THE CHAIRMAN: Any opposed?

(No verbal response.)

The ayes have it. The motion has carried. No decisions or votes were taken in executive session.

While we're here, our Board member, Robin Poliakoff has joined us, but she has recused herself for this matter and for the other matter to follow, so just to put that statement on the record.

Do we have a motion from the Board?

MR. MARTIN: Madame Chair, I make the motion that Mr. Tedder be a nonqualifying resident of 2629 Orchid Avenue, North Charleston, South Carolina, 29405.

THE CHAIRMAN: Is there a second?

MR. WATSON: Second.

THE CHAIRMAN: Properly moved and seconded, we will open it up for discussion, and I will start. So what we were to determine is whether or not Mr. Tedder is a qualified registered voter at the 2629 Orchid Avenue address. In so doing, you're looking at the domicile, and you may only register to vote at the place that is your domicile in this instance.

So under Section 7-1-25, domicile is defined as a person's home, a fixed home, where he has an intention of returning when he is absent. A person has only one domicile, and for voting purposes a person has changed his domicile if he has abandoned his prior home and has established a new home, has a present intention to make that place his home, and has no present intention to leave that place.

Based on the evidence I have considered that has been submitted today, I agree that I cannot find that the 2629 Orchid Avenue is Mr. Tedder's domicile.

Any other discussion?

(No verbal response.)

All right. All in favor say, Aye?

THE BOARD: (All members in unison) Aye.

THE CHAIRMAN: Any opposed?

(No verbal response.)

The motion carries. So we have deemed Mr. Tedder as a nonqualified voter at that address.

We can move to the next matter.

First, would you like to give the appellate process?

MR. HOWELL: Code Section 7-5-230 and 240 provide that persons denied registration, they have a right to appeal the decision of this Board. Within ten days after the filing of the Notice of Appeal, the Board shall file with the Clerk of Court of Common Pleas.

So the ten days' appeal is triggered by written notice of this Board, which I'll prepare that and send it to Mr. Peper, and then we'll need the Transcript of Hearing within ten days after that.

MS. TAYLOR: Madame Chairman, before everybody adjourns could I say something on behalf of this affidavit?

THE CHAIRMAN: Sure.

MS. TAYLOR: Okay. And I don't think I should recuse myself, but I've known the attorney, Mark Peper, since he was in third grade and I was an assistant principal. He played a judge then, and I told him he was going to end up being a lawyer when

he was in third grade. I didn't know he was the attorney.

In light of this, I think our conundrum as a Board, and we all agree that an affidavit is one thing, but for this person to have actually been here and made a statement to us -- because we have to look at what's in this affidavit, but also what's not in this affidavit. What's missing, I think we all agreed on, is a concise statement that says, I live at this new address. I no longer live at this old address. I live here. I plan to live here. I'm not just here for the moment. This is where I reside, plan to reside, will reside, that kind of thing.

I think that was the conundrum for us trying to speculate. You know me, I take dates, and I told our Chairman -- I write down dates. I try to follow everybody's timeline, but there was a missing pocket, and that pocket was that concise statement or that person being here today where we could say, Where are you really living, and are you going to stay there? Are you not just there because -- and then after an election or something you're going somewhere else.

So that was my challenge, to try and read between the lines but yet follow the law. So Mr. Howell, I thank you for all the legal expertise

you have, and also we have a wonderful Chair who is an attorney that follows this also.

MR. PEPER: Thank you, Ms. Taylor, for those comments. Madame Chairwoman, just to clarify, I understood your motion, but I want to make sure that I understand for appellate purposes -- that I understand that the findings of facts were Exhibits 1 through 19; is that correct?

THE CHAIRMAN: Right.

MR. PEPER: And nothing extraneous other than 1 through 19 in addition to the testimony presented today, correct?

THE CHAIRMAN: Correct.

MR. PEPER: And the Board has found that -- as of today that he is not a qualified voter?

THE CHAIRMAN: At that address.

MR. PEPER: At the Orchid address?

THE CHAIRMAN: Correct.

MR. PEPER: Very good. That's all I had to verify. Thank you very much. I appreciate your time.

THE CHAIRMAN: Thank you. We will move to the next proceeding.

We will take a five-minute break.

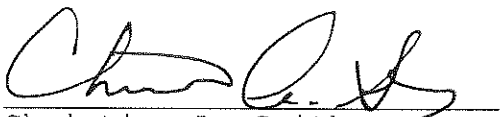
(The proceedings were concluded at 11:52 am.)

State of South Carolina)
)
County of Charleston) C E R T I F I C A T E

I, Christine A. Smith, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 1st day of June, 2020 at Charleston, Charleston County, South Carolina.



Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021

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STATE OF SOUTH CAROLINA	)
	) Court of Common Pleas
COUNTY OF CHARLESTON	) Case No. 2020-CP-10-2720
DEON TEDDER,	)
Appellant,	)
vs.	) Transcript of Record (via video)
BOARD OF VOTER REGISTRATION and ELECTIONS FOR CHARLESTON COUNTY,	)
Respondent,	)
and	)
Jeffery Wilder, Intervenor	)
IN RE: Voter Registration Challenge	) DATE: June 30, 2020

B E F O R E:

THE HONORABLE R. MARKLEY DENNIS, JR.

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Democratic Party Dorchester

THOMAS S. TISDALE
Attorney for James Johnson

COURT REPORTER: Karen V. Andersen, RMR, CRR, CSR

MR. PEPER: Good morning, Judge.

THE COURT: Good morning. How about Tiffany, is Tiffany on?

MS. SPANN-WILDER: Yes, sir. I was just muted.

THE COURT: Who else needs to be present before we can start then?

MS. CONDON: I'm Colleen Condon. I'm here representing parties in related matters, Democratic Party of South Carolina, Democratic Party Dorchester.

THE COURT: I'm glad to have anybody that's here. No problem. But let me just tell you my approach to this hearing. And I know there's been some exchange of e-mails yesterday. And I appreciate all of that. I liken this to, I think, it's a double first cousin for my hearing an appeal from municipal court or magistrate court. I'm deciding this based on the record that's been submitted. And that's it. I am not taking any additional testimony. I don't need to, in my opinion. So this is simply an appeal from a decision of the board. That's the way I'm treating it.

MR. TISDALE: If I may, for the record, state one thing. Tom Tisdale. I am here on behalf of a person similarly situate to Ms. Wilder, the intervener. And Mullins McLeod and I represent Elder James Johnson.

THE COURT: I'm familiar with that.

MR. TISDALE: That is why I am here.

THE COURT: That's fine. And I've read some of the submissions on that as well. Although the record that I am looking at is what Mr. Peper attached. I think it's 148 pages, including the transcript of the proceeding before the board. And I have reviewed that completely.

MR. TISDALE: And that is complete. Thank you.

THE COURT: And as far as I'm concerned, that becomes a part of the record of this proceeding, because I'm incorporating it fully. You can rely on it. You can argue positions you want.

But -- and I know, Ms. Wilder, you wanted to -- both of you, Mr. Peper and Ms. Wilder, indicated you wanted to attend to some witnesses. I am not hearing that.

MS. SPANN-WILDER: No, sir. That was never anything I asked Mr. Peper.

THE COURT: That's okay. I just want to make it clear, all I'm going to hear is argument today, okay, as to why I should not or why I should affirm this, or why I should reverse it. And that's -- it simplifies it for me and, hopefully, for y'all as well.

Going forward, if there's something else that has to be reviewed -- I think I have done one in my career. Sam probably can -- I believe Sam was involved in that in the school board. Maybe not. But -- and we were concerned about what should be on a ballot or what questions should be

submitted to the voters. And when the Supreme Court heard it, it said I was -- I overstepped my boundaries. And I respect that. And I understand that. And that's the beauty of our wonderful system of laws. And it works. We don't always like it, but it works pretty doggone well. And God willing, it will be around for years to come, and my grandchildren and maybe their children's children. But it's not perfect.

But one thing is for sure -- and I will say this as well, because very -- he was an esteemed lawyer, esteemed person and great jurist that shared with me when he was still on the bench, and Ed Cottingham told me one time -- I made a comment about something. My father asked me if I made a mistake. And I said, I'm sure I made mistakes. But the beauty of our system is, if it's wrong, we have a system that will review that in Columbia. And if they change it, then that's fine, and I stand corrected.

Ed's response was -- and I think he's correct, because we all know the law is not black and white, it's very gray at best sometimes. And he said, just because they say you are wrong, doesn't mean you are wrong. And we, as lawyers, understand we have to -- that's the beauty of what we train to do. We are to take an opinion and we are to be an advocate. And I love the advocacy aspect of it.

But I want you to understand, while I will be happy to let you advocate, the advocacy is going to be restricted to

just arguing the record, please. Okay?

Now, Mr. Peper, this is your appeal. I will let you go forward.

MR. PEPER: May it please the Court. And on that note, if you will give me a little latitude to advocate on behalf of my client --

THE COURT: Let me say this, Mr. Peper, and Ms. Wilder and Mr. Tisdale, if you want to make any statements, and Mr. Howell, anybody, I will be happy to hear arguments from anybody concerning the record. And I will not interrupt you. Except I would like you to be as succinct as you possibly can, because I have read the record. Okay?

MR. PEPER: Yes, sir. Thank you very much.

Judge, as a matter of law, we are here under an appeal from the Board of Voter Registration --

THE COURT: Mark, I understand how you are here. You don't need to establish that. You filed your appeal. Let me hear why should -- why, in your opinion, should I reverse the board.

MR. PEPER: Judge, can I ask you, it's my understanding that de novo means --

THE COURT: It's de -- it's not de novo. What's de novo? You mean you think you have another hearing?

MR. PEPER: Judge, only reason I ask, 7-5-240, which the proceedings says, on such appeal, the hearing shall be de

novo. And that's what the statute says. So now I understand that there can possibly be two types of de novo. What I understand it to be is a new hearing. I understand sometimes courts would say --

THE COURT: Let me just tell you this. If that's the case, then it's not an appeal. It's a retrial.

MR. PEPER: And I think that's what the statute calls for, Your Honor. And the record reflects that.

THE COURT: What's the case law that says that, that it interprets an appeal as a new trial?

MR. PEPER: Judge, the statute is unambiguous. And it says, on such appeal, the hearing shall be de novo. And so I just --

THE COURT: Well, if that's the case, my friend, we've got to reschedule this if y'all plan to try this case again. That's my point. It can't be an appeal and a trial. We don't have time to try it.

MR. PEPER: I understand that, Judge.

THE COURT: So how do you want to go up? Do you want to go up to Columbia on the basis that I had a right to retry it, or do you want to go ahead and argue an appeal, or what do you want to do?

MR. PEPER: I feel, Judge, that because the statute is clear, and on appeal, the hearing shall be de novo, I would -- I feel as though we could be in a gray area.

THE COURT: Again, can you give me any case law that says a -- because, to me, that's contradictory. It's not an appeal. It says you have the right to retry this case. Because a de novo means that you ignore all the evidence. It's a new trial. To me, that's what de novo means.

MR. PEPER: Yes, sir. That's what I was hinting at yesterday when I suggested that it might be better for in-person, because it has to be a de novo hearing.

THE COURT: Well, the bottom line is -- what's the position, Ms. Wilder? What's your opinion? What's your advocacy?

MS. SPANN-WILDER: Good morning again, Your Honor. One of the documents that I filed yesterday was a motion to dismiss. And Mr. Peper is absolutely correct in what that statute says. But as I've researched more, I believe that we are not proceeding under the correct statute.

7-5-240 certainly talks about an appeal to the Court of Appeals. However, it is for someone whose registration was denied, so they were not allowed to register when they went to the office, or that they were not given a restoration of their name on the books.

Mr. Tedder was not -- never denied a registration, that we are aware of. And there's nothing that he has shown that this was a restoration request that he's been denied.

In that statute, it then says, anyone who's been

denied that opportunity, can file with the board for an appeal. And it is heard at the court of common pleas. And it is a hearing de novo.

Because in that statute, no one has had an opportunity to actually fully be heard by the board. That has been, I guess, the rudimentary process of the courts not allowing them to register, more along the lines of a fellow that's gotten off of probation from a felony and goes to register and not being allowed, is, to me, what that statute contemplates.

However, 7-13-830, that statute talks about the procedure when a voter is challenged. And, in essence, what it does say is, when the challenger, that would have been Mr. -- that would have been me at that time, appears and produces witnesses or evidence to support a challenge, the authority in charge must proceed to hear and determine the question. Its decision is final.

And so it's my assertion that our process that we went through with the Charleston Board of Registration fell under 7-13-830. So, ultimately, their decision in that regard about the status of his voting is final.

There was nothing that they said in that order that prevents Mr. Tedder from going back and registering again. If he has better documentation now, they are going to allow him to register wherever. But the crux of this is about where he

truly was a resident and an elector on March 23rd when he filed his candidacy.

THE COURT: Okay. Thank you, Ms. Wilder.

Mr. Peper, you want to respond to her position?

MR. PEPER: I think, if it please the Court, maybe Mr. Howell, as the attorney for the board, could respond. I would be happy to, but --

THE COURT: No. I want you. Mr. Howell is not a party to this. You are.

MR. PEPER: Okay. Very good, Judge. So the order makes very clear, and it's just Ms. Wilder is a little confused. The statute she's citing is a protest of a challenge that's made at the precinct on the date of election. What we are dealing with here is --

THE COURT: Mr. Peper, let me ask you a question. Didn't you try to argue this position that we are talking about something that the domicile didn't apply?

MR. PEPER: No, Your Honor.

THE COURT: Because the question they ruled on was, he was not domiciled pursuant to Section 7-125. And that was the issue. And, therefore, he couldn't be -- he couldn't run for election. But the question is, what is the domicile; not anything else. I don't know what -- his registration has never been challenged. I mean, he's a registered voter.

MR. PEPER: No, Judge --

THE COURT: He's not a registered voter?

MR. PEPER: No, he's not, Your Honor, because of this decision that's on appeal.

THE COURT: Excuse me. Are you telling me somebody struck down in one of your exhibits his voter registration?

MR. PEPER: Yes. And as a result of this order, Judge --

THE COURT: As part of this order, this order says he can't run for this position because he's not an elector?

MR. PEPER: No, sir. The order says he is a registered voter at that address. And that is the sole jurisdiction that the board has. The board cannot determine candidate qualifications. The board cannot determine whether he meets the qualifications for the office. The board can solely determine -- the exclusive jurisdiction of this board under 7-5-230, that's supported by *Gantt v. Selph*, is that the sole determination by this Board must be regarding qualifications to be a registered voter.

Now, that then leads us to the remedy, which is to appeal that decision, 7-5-230, the qualifications to be a registered voter. And then 7-5-240 states --

THE COURT: Mr. Peper, Mr. Peper, in order to appeal, and I'm going to quote from that order, it says as follows, and I quote, after setting forth the reason, it says: Consequently, the board determines that the Orchid Avenue

residence is not Tedder's domicile. In light of the conflicting evidence regarding his use of the Promenade Vista residence, the Orchid Avenue residence and the Central Park residence, that Mr. -- that Tedder fails to meet the qualifications set forth in Section 7-5-120, which is the domicile section. It doesn't say that he's not a registered voter.

MR. PEPER: If --

THE COURT: That's what it says. I'm reading the order.

MR. PEPER: For his change of voter registration address. And so, if Mr. Howell may be able to clear this up, the board only has the ability to determine whether he meets the qualifications, which is domicile. Residence is the only qualification to be a registered voter.

THE COURT: Again, the basis of that is that he is not domiciled there. That's the question; is it not? That's what the evidence put forth says, I'm living there, that's my domicile.

MR. PEPER: I understand. Because that is the sole -- besides age and disability, residence are the only three factors for voter registration.

THE COURT: Don't use that term "residence" in the sense of, I'm living someplace. Because we know that "residence" and "domicile" are not synonymous always.

MR. PEPER: I would agree with that.

THE COURT: All right. So domicile is, as they say, where do I plan to go to bed at night.

MR. PEPER: And we believe the evidence --

THE COURT: You want a de novo hearing concerning his registration. I think this is -- the appeal is from this order as to whether or not there was evidence that he was domiciled there.

Okay. Your appeal -- I am not trying to prevent you from doing something, but if you believe that you have a right to have a de novo hearing, that has not been addressed in anything that I've seen.

MR. PEPER: Judge, I'm comfortable moving forward, because I agree with you that the sole issue is whether or not evidence was presented --

THE COURT: Well, but you are now arguing against yourself. Now you said, well, I want a de novo hearing.

MR. PEPER: So I'm in a tough spot, Judge.

THE COURT: No, you are not. You are in control. It's your appeal. Mark, I am not trying to be hard to get along with.

MR. PEPER: No, I understand, Judge.

THE COURT: You raised -- you said, I want to be an advocate, and advocacy is important to me. And the bottom line is, you are saying, I'm entitled to a de novo hearing

because it has affected my right to register to vote.

That's not what I'm seeing here. This order didn't say you have no right to register. What it says is, you weren't domiciled there. And that deals with -- doesn't that deal with the provision in the Constitution concerning where you have to live to run for a position?

MR. PEPER: It does not, Judge. And maybe I need to better explain.

THE COURT: You don't need to explain it. That's what I perceive to be the issue here. Where you live, you can't run for a position unless you are an elector.

MR. PEPER: But you must be a registered voter, an elector by the time of the general election.

THE COURT: That's correct.

MR. PEPER: So what Ms. Spann-Wilder brought, instead of bringing a challenge to the qualifications to run for office, i.e., you live in the district on the date you file and you are a registered voter at your election, what she brought was a challenge to his voter registration as of May 29th, at the time of the hearing, which the order clearly states our sole jurisdiction is to rule as of today, on May 29th, that he meets the qualification to be a registered --

THE COURT: The point was based on the evidence that existed at that time. And you submitted evidence to say, yeah, here it is, my license changed, everything, all of that

occurred before May 29th.

MR. PEPER: And we are prepared to go forward on that basis today, Judge. And we understand that your position is that we will do so from the record. And --

THE COURT: What is the evidence then that you rely on --

MR. PEPER: Very good. Thank you, Your Honor.

THE COURT: -- that they made an incorrect decision?

MR. PEPER: Thank you, Judge. When you look at the factors of 7-125(d), which would go towards domicile, Judge, you don't have to use all of them --

THE COURT: No, you don't. I agree with you.

MR. PEPER: -- to guide you from. And what we submitted, Judge, was sworn testimony by way of affidavit. And we had a pre-status conference the day before. And the chair wanted to be very clear that we could present testimony. So that's not an issue for you.

THE COURT: Like I said, I understand some of the board's concern. I've said this goes to where we are right now with this pandemic situation and jury trials. You can't cross-examination an affidavit. I understand that. But it's clear from the onset, I think the chair stated from the first thing, yes, we received that, it is evidence, and recognized that at the conclusion. There's no question that's evidence. The affidavit is evidence.

Is it unchallenged? Yep. And is there a problem for a person to consider? It's one of the problems I have with trials, where the jury, they can't see faces. And -- sorry. I got two hearings going simultaneously here just in ten minutes.

But, so I understand what you are -- there's no question that it's evidence. So you can argue that, sir.

MR. PEPER: Very good. That seemed to be a concern of the voting members, that --

THE COURT: I understand their concern. It would be if you had a chance for a juror to know why they did what they did. And that's precisely what I had a chance to read. They said, I am not going to rely on the credibility of that, because there's no challenge, basically. It gave them a concern and a problem. And it's mentioned numerous -- on numerous occasions through the hearing, that that was an issue for them, that he was not physically present.

The issue to me is, well, okay, I get their point, but his testimony is present, because those -- that's a fact. Those are facts.

MR. PEPER: Yes, sir.

THE COURT: By virtue of the ruling by the chair from the -- as it started.

MR. PEPER: Yes, sir.

THE COURT: I understand Ms. Wilder. I've read her

eloquent arguments to the board, I mean, sincerely about that, I would like to challenge him on some of that. And I respect that as a lawyer. I definitely respect that. But so far as the evidence, yes, there was evidence.

MR. PEPER: Very good, Judge. So I will simply summarize the evidence as to what goes towards why we believe the appeal should be granted. Let me start straight from the heart of the issue, which is that, as he swore under oath in his affidavit, he moved into 2629 Orchid Avenue on February 28th of this year, as evidenced by a lease agreement that was presented that was part of our -- the records on appeal. It should be marked as Exhibit B.

THE COURT: I've seen it.

MR. PEPER: Thank you very much, Judge. And that on March 1st, he notified his employer that his primary residence had changed to 2629 Orchid Avenue. We submitted an exhibit showing a pay stub for the pay period ending March 13th of 2020, that clearly has his primary residence listed as 2629.

He then went to the Board of Voter Registration to change his registration to reflect his new address, 2629 Orchid Avenue. That was certified by the Charleston County Board of Voter Registration. He was given new voter registration. We attached that as Exhibit D.

He then, because he was a resident of 109 at that time, he then went and filed a statement of intention of

candidacy and party pledge for District 109. Judge, we submitted that as Exhibit C -- excuse me. It's Exhibit E.

And as you'll note, under Exhibit E, he's required to take an oath that he certifies that he meets and will meet the qualifications of the office. Meet being, under Article 3, Section 7 of the Constitution, I am a resident of 109, and I will meet, i.e., the second requirement is that at the time of my election in November, I will still be a 109 resident and a registered voter. He was already a registered voter. So he could sign that under oath, which then the chairwoman of the Democratic Party here in Charleston, along with the chairman of the state Democratic Party, certified him as having met the qualifications.

At that point in time, Judge, the only qualification was to be a resident of 109. So, therefore, there's additional evidence that he was a resident of 2629 Orchid Avenue.

On May 14th, he went and changed his driver's license to reflect his primary residence of 2629 Orchid Avenue, which we attached as Exhibit F. And then, finally, because one of the factors are legal documents, we submitted an order from Judge Childs in federal court.

THE COURT: I saw that.

MR. PEPER: And her findings of fact, then you saw that she only stated he was a resident of 109, but he was

actually running as a candidate for office in 109. You know, again, Judge, I am not saying that that's sole determinative evidence --

THE COURT: I think Ms. Wilder pointed out how many times we have drawn orders that state certain things that -- but that doesn't necessarily mean that's unchallengeable.

MR. PEPER: I understand. I understand.

And the most powerful evidence presented was the final affirmation under oath in his affidavit at paragraph 16, that pursuant to South Carolina Code Section 7-5-120 and 125(d), which is the residence factors, I am a qualified voter in Charleston County for, i.e., I am a resident of 2629 Orchid Avenue, here's my license, here's my voter registration, here's a lease agreement, here's my pay stub.

I don't know what else we would have to prove residency. So given that, we believe the appeal should be granted.

THE COURT: Okay.

MR. PEPER: And decision should be overturned.

THE COURT: Thank you, Mr. Peper. I appreciate it.

Ms. Wilder, do you wish to respond?

MS. SPANN-WILDER: Yes, Your Honor.

THE COURT: I will be delighted to hear from you in response.

MS. SPANN-WILDER: Your Honor, this challenge was

brought because I believe that the reading of the Constitution, Article 3, Section 7, all those things that Mr. Peper articulated, the age to be a resident, to be a qualified elector, yes. However, what he did not distinguish is that to run for the State House of Representatives or the State Senate, the Constitution says that you must be a resident on the day you file, the minute that you file. You don't get an opportunity to cure it in that regard. Municipal elections, some other offices, you are able to do that by the date of the election. So in my review, the Constitution doesn't allow for interpretation there. That's pretty plain on its face.

And so it's my position that on March 23rd, when Mr. Tedder filed to run for this office, he was not a resident of District 109. Mr. Peper made an argument that, essentially, we are just narrowly focused on May 29th, 2020, which is the day that the board heard the argument. And, Your Honor, I would submit, and this was an argument I made on the record there, that board is statutorily the only body that appears to be vested to determine right off whether someone can be a registered elector. And so we rely on their determination about those addresses.

If they ruled on May 29th that he was not a valid elector, ergo, I believe that it would reach back to March 23rd. Because how else do you show that he was valid one day?

What would have been the intervening factor that would have made him not a valid elector?

Mr. Howell stated -- or it may have been Ms. Varnado at that hearing, that they couldn't pick a date in time, kind of thing. My argument was, well, I think on any given day, if someone questions that, that board should be able to do that. Because the documentation should flow back to that time or before. If it's valid, you should be able to do that, not anything just going forward.

My greatest concern in that is, on the day that Mr. Tedder filed, he didn't even have a South Carolina driver's license. His affidavit states that he's been here since 2016. And so --

THE COURT: Ms. Wilder, excuse me for interrupting you. But that really is -- I appreciate your position. But the fact is, that really is not the controlling factor in my mind. People change their driver's license -- when I moved, I didn't change mine either for a while. My son didn't either. And I found out, better change it because it's against the law. So I understand that.

Whether he violated the law or not, that's for another court at another time. But that doesn't -- I am not the least bit concerned about that. Okay?

MS. SPANN-WILDER: I was looking at it under the domicile --

THE COURT: I understand that. The domicile question for me, quite simply, is where was he putting his head at night. And I ask people all the time for trying to make sure I've got the right to proceed. When you leave tonight and you go to bed, where are you going to go to bed? And that's a very layperson summary of what that section says. But that's, to me, what it says.

MS. SPANN-WILDER: Yes. And so it was my position then that the documentation that was provided did not support that wholly.

THE COURT: What about the affidavit, Ms. Wilder?

MS. SPANN-WILDER: The affidavit itself I do not believe was complete. I think there were a lot of things left --

THE COURT: As I said, you can't cross-examine an affidavit. I understand that. But it is evidence, ma'am.

MS. WILDER: Yes. And so that, you can't challenge that. But just the documentation that I have is more so what I can rely on in the questioning of the validity of some of the documents that were submitted in his exhibits.

THE COURT: I understand that.

MS. SPANN-WILDER: Yes. So that's the issue. Our position is just that there wasn't sufficient documentation to support that he was truly domiciled there. And even by way of the affidavits and the supporting information, that there

wasn't sufficient information to support that.

THE COURT: Okay. Mr. Peper, any response?

MR. PEPER: Judge, just that the affidavit speaks for itself. It may not specifically use the words "I lay my head down," but it says, I live at 2629, I moved to 2629. That's his residence. Thank you, Judge.

THE COURT: Thank you.

MR. HOWELL: This is Sam Howell. May I speak for the board for a moment?

THE COURT: Sam, I will be happy to hear from you. I think I read what your position is. But I will be happy -- you indicated in the transcript your position and the points that you made. But I will be happy to hear from you.

MR. HOWELL: That's all right, Your Honor. Then I will rely on it, Your Honor.

THE COURT: Sam, the reason I say that, I've incorporated that transcript fully in. And you very succinctly go through your -- and I think the board commented on your analytical ability. They were glad to have an attorney's view of that. But you went down very precisely about it. So I have that argument that I'm going to certainly review again after I've heard all these arguments. But if you want to add something, certainly, I will be happy to hear from you.

MR. HOWELL: Thank you, Your Honor. I appreciate

the opportunity, but that will be fine.

THE COURT: Thank you very much, Sam. Again, appreciate what you've been doing for all these many years, sir. You served -- you've served your profession in Charleston very well, sir, throughout your career. Thank you for that.

Tom, anything you want to add?

MR. TISDALE: No, Your Honor. I assume that you've relied on Ms. Wilder to intervene in this matter.

THE COURT: I have. I think, obviously, that's what really needs to be, because we are here to really consider -- and she was the one that presented the advocacy, I think, on behalf of him.

MR. TISDALE: Absolutely. Your Honor, thank you very much for the opportunity. I don't have anything to add except we support her position fully. We support the board, election board fully. They heard all of the evidence, made a decision on the evidence, made the judgment. And we believe that it should be upheld, our client does.

Thank you for allowing me to say that.

THE COURT: Happy to have you, Tom, any time. And, again, thank you for your commitment to the service of the legal profession on these -- a few years.

MR. TISDALE: A few years, Judge, you and I both a few years.

THE COURT: Yes. As a fellow told me, and I have to look at it now, I was doing a plea in Berkeley about two years ago, and I looked at the guy and I thought, he looks familiar. He said, yeah, I was before you about four years ago. And I said, I thought I recognized you. And he said, yeah, I recognize you, except your hair is much grayer now. I said, thank you, appreciate it.

MR. TISDALE: We are all in that situation.

THE COURT: Absolutely.

Well, folks, let me tell you all, I can't see everybody, but thank you very much.

And, Mark, sorry to have interrupted you, but I really think the appeal needs to be based on this record.

And I will be -- excuse me. Ms. Wilder, I'm sorry, I tend to get too casual. But, Tiffany, since I call Mark, Mark, Tiffany, I will let you know too, because I assume -- and, Sam, I will send them to you too.

If I deny the appeal, obviously, you can address it in preparing the appropriate order for that.

Mark, if I grant it, then I will send it to you and you can prepare the appropriate order. Okay?

Is that agreeable with everyone?

Do you agree with that, Mark?

MR. PEPER: Yes, sir.

THE COURT: Sam, is that all right with you as well?

MR. HOWELL: Perfectly fine with me, Your Honor.

THE COURT: And, Ms. Wilder, is that all right with you as well?

MS. SPANN-WILDER: Yes, sir.

THE COURT: Thank you all very much. And I appreciate your patience with me. And thank you for the pleasure of -- my reading pleasure for yesterday. And I enjoyed reading it. It was very interesting.

And, Ms. Wilder, you are -- you and Mr. Peper are both tremendous advocates.

And, Sam, I've already commented about your advocacy. But it was a joy as a lawyer and a judge to read that. It was interesting. Thank you very much.

MR. PEPER: Appreciate that, Judge. Thank you very much.

THE COURT: Y'all have a great day.

(Whereupon, the proceedings are adjourned.)

CERTIFICATE OF REPORTER

I, Karen V. Andersen, Registered Merit Reporter, Certified Realtime Reporter for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate and complete Transcript of Record of the proceedings.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Karen V. Andersen
Registered Merit Reporter
Certified Realtime Reporter

STATE OF SOUTH CAROLINA)
) IN THE COURT OF
COUNTY OF CHARLESTON) COMMON PLEAS

JEFFERY WILDER,)
Plaintiff,)
Vs) CASE NO. 2020-CP-10-2678
CHARLESTON COUNTY BOARD OF VOTER REGISTRATION &)
ELECTIONS, CHARLESTON COUNTY DEMOCRATIC PARTY,)
DORCHESTER COUNTY BOARD OF VOTER REGISTRATION)
& ELECTIONS, DORCHESTER COUNTY DEMOCRATIC PARTY,)
SC DEMOCRATIC PARTY, SC ELECTION COMMISSION,)
DEON TEDDER & DEON TEDDER, LLC,)
Defendants.)

AUGUST 25, 2020

(VIA WEBEX)

HONORABLE R. FERRELL COTHRAN JR, JUDGE

A P P E A R A N C E S:

BY: TIFFANY R. SPANN-WILDER, ESQUIRE
Attorney for the Plaintiff
BY: MARK A. PEPER SR, ESQUIRE
Attorney for Deon Tedder
BY: SAMUEL W. HOWELL IV, ESQUIRE

Attorney for Charleston County Board of Voter Registration

BY: COLLEEN T. CONDON, ESQUIRE

Attorney for SC Democratic Party; Charleston County Democratic Party; and Dorchester County Democratic Party

KATHERINE A. SPIRES

REGISTERED PROFESSIONAL REPORTER.

THE COURT: Who's motion is it? Who wants to go first?

MR. PEPER: Good morning, Your Honor. Mark Peper, how are you?

THE COURT: Good.

MR. PEPER: Good. Judge, this is Mr. Tedder's Motion to Dismiss along with Defendant Tedder for SC House, LLC, Motion to Dismiss. And then while I hope that Your Honor would grant those motions, in the event you do, it would make our third motion for protective order mute. So I'll take them in that order.

Judge, this stems from, as you are probably well aware, a successful election run by Mr. Tedder for South Carolina House District 109 in the Democratic primary that was held on June 9th of this year. The Plaintiff finished third in that race and Mr. Tedder, along with Mr. Johnson, the top two vote getters, went on to a primary runoff two weeks later where Mr. Tedder was successful and has been certified as the candidate for the Democrats in November.

Your Honor, in between the time of the primary on June 9th and the runoff on June 23rd, this matter was filed on behalf of Jeffery Wilder. The issue seems to be from my reading of the Complaint is that Mr. Wilder is seeking a declaratory judgement from the court

declaring that my client, Mr. Tedder, the victor, does not meet the Constitutional requirements to be elected to serve for House 109.

As Your Honor may know, there are two requirements and two only. One, that you be a resident of the district at the time of filing. In this instance, that would be March 23rd of this year when he filed a Statement of Intention of Candidacy. And then the second is that you are a qualified elector, still reside in the district at the time you take office which is down the road.

So the sole issue is to determine whether or not he was a resident of 109 on March 23rd. And the reason I think that that's important for the Court to understand, and for all parties to understand, is that that issue in and of itself has already been decided in a court of law. The Honorable Markley Dennis in an unrelated but underlying matter that was an appeal from the Board of Voter Registration for whom Mr. Howell represents found in its order that he was a resident of District 109 and had established his domicile in 109 on February 28th of this year. Which obviously predates his March 23rd Statement of Intention for Candidacy.

And so the basis of our motion with regards to Mr. Tedder is she's precluded from litigating this issue

again under collateral estoppel. The matter has been ruled upon by this court. It was not timely appealed. There was an attempt by Ms. Spann-Wilder to file a Rule 59; however, she did not follow Rule 59(G) and served that upon the court timely, and, therefore, the matter has been closed.

As a matter of fact, you can't even file a document in that matter anymore because it's been closed in the system. And so it's a final order of the court, and, therefore, any attempt to relitigate is collateral estoppel applies.

With regards to the LLC, Judge. It's simply a 12(b)(6) issue in that there's no facts alleged against the LLC period. But even if there were, the LLC is simply, you know, a campaign account, you know, it's its own entity, its own person, and so no facts have been alleged to where any relief could be sought.

So those are our positions in point blank, very simple terms, Judge. And I welcome the arguments of Ms. Spann-Wilder because I remain confused as to why she believes she can relitigate this matter. Thank you very much.

THE COURT: Thank you, sir. Yes, ma'am. Does anybody else want to be heard before Ms. Spann-Wilder?

(No response)

THE COURT: Okay.

MS. SPANN-WILDER: Good morning, Your Honor. I've heard Mr. Peper's assertions and we definitely have differing opinions about what's transpired and those course of events.

Initially, the Charleston County Voter of Voter Registration found that Mr. Tedder was not a qualified elector at that residence. That determination happened on May 28th of 2020. However, the order did not come out until after the actual election day. I believe the order came out on June 11th or so and then Mr. Tedder appealed that.

Your Honor, the election commissions order was very clear at the time of the hearing and in their order Mr. Howell can attest to that. The Board of Elections is only able to determine if someone is a qualified elector at the address where they say they live. That's all they can do. They do not have the capacity to determine the constitutionality of someone's candidacy. And so that is the reason this declaratory action was filed after Mr. Tedder filed his appeal.

Your Honor, the Constitution -- South Carolina Constitution Article III, Section 7 gives those requirements as Mr. Peper stated that one has to be a qualified elector. But they go on to say, most

importantly, that one must be a legal resident at the time of filing when you run for the Statehouse or the State Senate. Those two races are not such as others where you just got to get yourself situated at the time.

The issue here is that the address that Mr. Tedder used, and I believe it's our Exhibit F, clearly shows that -- F and G, G shows you that the property is owned by a management company. The affidavit in F is from the person who manages that company. And they clearly state that he is not the leased resident at that property. He is not listed as an occupant at that property. The person who does reside there is aware that they are not allowed to have anyone else there who has not gone through proper channels of being vetted by this company.

And so essentially, the legal owner of this property has deemed that Mr. Tedder does not have the authority to reside there. So we go back to the Constitution and the issue is about a legal residency.

Essentially, in basic land/lord tenant type terms, if Mr. Tedder does truly physically reside there and there are questions if that is truly the case, he's a squatter then. He has no right to claim that facility. That location as his residence because the owner has said that he could not.

And so for this Motion to Dismiss, I do believe that

that affidavit alone gives us a solid basis to move forward with the declaratory action to have a judge in the circuit court make a declaration of whether or not his candidacy is Constitutional or not. And so that is very different than the Board's authority. And the Board was very clear about their level of authority.

Additionally, Your Honor, I do take note that Mr. Peper is not accurate about the Motion to Dismiss and the Motion to Reconsider. It was timely filed. I have spoken with the clerk's office about that and I don't know if you would have gotten the email or your law clerk, but when she notified your office of my Order of Protection, she listed both action numbers there. The ending number of that one was 2720 because she noted that the motion is still pending. And based on the rules, until that is actually determined, until there is an answer on that Motion to Reconsider, that matter is not mute. And so that is still out there as well.

THE COURT: Okay. So you're telling me the order issued by Judge Dennis, you're telling me there's a motion for him to reconsider that has not been heard?

MS. SPANN-WILDER: Yes, sir. And I asked Ms. Leonard if it could be put out today. If it could be put up today. So I'm not certain if she's put that on your docket or not. But that email lists 2720 and

2678. This is 2678.

THE COURT: Well, how can I consider Judge Dennis' Motion to Reconsider? Doesn't he have to hear that?

MS. SPANN-WILDER: Your Honor, it may be that he needs to, but she noted both of them on there because she said that that was still outstanding.

And so certainly we can go back to Judge Dennis, that's not an issue at all.

THE COURT: So the only issue in both of these is whether he was a legal residence at the time he filed?

MS. SPANN-WILDER: Yes.

THE COURT: And Judge Dennis has issued an order that he was.

MS. SPANN-WILDER: No, sir.

THE COURT: That's what I'm told. I haven't seen the order.

MS. SPANN-WILDER: No, sir. It is about the Board's decision -- the Board of Voter Registration said that he was not a valid elector at that address at the time based on the domicile statute. Mr. Tedder appealed that decision and Judge Dennis overturned the Board's decision that he wasn't.

So, again, the scope there we're talking about an elector about the address for that. But the other part to the statute is the legal residence.

THE COURT: Right. So -- but that issue was before Judge Dennis; right?

MS. SPANN-WILDER: Because that wasn't part of the Board's order. Our Exhibit A, Your Honor, does have the original order from the Charleston County Board of Voter Registration.

THE COURT: And I read that. But that was what Judge Dennis decided. So his order right now is the law of the case; isn't that correct?

MS. SPANN-WILDER: My Exhibit A -- Plaintiff's Exhibit A was the original order of the Board of Voter Registration, yes.

THE COURT: And that was appealed to Judge Dennis?

MS. SPANN-WILDER: Yes.

THE COURT: Judge Dennis reversed that ruling?

MS. SPANN-WILDER: Yes.

THE COURT: And found that he was a legal residence and a qualified elector; is that right?

MS. SPANN-WILDER: Qualified elector. But he did not -- the scope of that was not residency. But if Mr. Howell is unmuted, he may be able to help us.

THE COURT: Okay. Mr. Howell?

MR. HOWELL: Your Honor, thank you. Sam Howell, representing the Charleston County Board of Voter Registration and Election in this matter.

I think Ms. Spann-Wilder has accurately characterized what came before my client, the election board, and that was decided and then taken up on appeal to Judge Dennis.

First of all, my client's in the business of conducting elections. We take no position with regard to the merits of who the candidate for the Democratic party is for this housing. And the Supreme Court has made clear that the boards of election do not have jurisdiction to decide if House candidates or any other candidates for that matter meet the Constitutional and statutory qualifications to run for office. That's left to the political parties in the first instance and then by the circuit courts. But my client has no role in that.

All we have a role in, and, unfortunately, this case as well as we've had several other ones the past several election cycles, rival candidates have used what my client decides which is just is a voter, a properly registered voter for the address where he or she is registered to vote as of the day of my client's hearing. That's all my client decides.

But rival candidates have gotten into a pattern of trying to challenge indirectly the qualifications for these voters to run for office as candidates of either

political party. Which we just don't want to be in the middle of and the Supreme Court has said we do not have jurisdiction over it.

So all that we decide, all that my client decided was as of the date of the hearing which I think was late May, the -- they found that Mr. Tedder was not properly registered at that address. Judge Dennis reversed my client on that issue. And so that's the issue which you think, you know, is settled, but not the -- we certainly did not address the Constitutional qualifications for the candidates in this office.

THE COURT: Did Judge Dennis address the Constitutional qualifications of the candidate?

MR. PEPER: He did, Your Honor. If I may, Judge, on behalf of Mr. Tedder. The appeal of the Board's decision was brought to Judge Dennis under Section 7-5-240 which is very clear that allows the circuit court judge a de novo review of the issues. It allows him to make his own findings of facts and conclusions of law.

The findings of fact in Judge Dennis' order dated July 2nd which was Exhibit A to at least two of our motions, Judge. This court makes the following findings of fact:

Number one, on February 28, 2020, Mr. Tedder

established his domicile at 2629 Orchid Avenue, North Charleston, South Carolina, 29405, a property located in House District 109. That's his first finding of fact.

He then goes on to rule, because this court finds that Mr. Tedder meets the provisions and has established his domicile at 2629 Orchid Avenue, this court finds him to meet the qualifications and he is a qualified elector of 109.

That is Judge Dennis' order. That is the law of this case and all parties shall be bound by it. You cannot attempt to relitigate in a subsequent filing something that this circuit judge has already found. And it's just as simple as that, Your Honor.

MS. SPANN-WILDER: Your Honor, if I may be heard?

THE COURT: Yes, ma'am.

MS. SPANN-WILDER: Your Honor, there are two things -- there is one factual inaccuracy there. Mr. Peper said that Judge Dennis heard the matter de novo. The statute does call for a de novo hearing. However, Judge Dennis declined to hear the matter de novo.

Mr. Peper submitted additional documents at that time that Judge Dennis did not allow in as he stated that he was not there to do a whole new trial. He did not have it allotted as such. He was reviewing what had been done below. I'm not certain if there is a court

reporter on at that time, but that is clearly from my notes and I'm assuming others who were on could attest to that because there were -- there was that issue. So it was not a de novo review.

Based on what Mr. Peper read to you, he essentially is saying all of the things that Mr. Howell and I have just said to you. He's talking about domicile. He's not talking about a legal residence which we're back at the Constitution here. That is based on those premises from the Board of Election.

And so it's our position, Your Honor, that you definitely have jurisdiction in this matter to determine the constitutionality of this matter. Your Honor, this is in some ways similar to a matter out of your county the *Samuels* and *Mock* case where you were talking about the distinctions of where someone may have qualified for the party, been voted in, and all that good stuff. But there are Constitutional elements to elections as well. And that is our position that the Constitutional pieces here are not there.

And so, Your Honor, one, does have jurisdiction; and, two, should not grant the Motion to Dismiss because there is clearly information here that shows that there are contrary positions.

MS. CONDON: Your Honor, if I may be heard?

THE COURT: Yes, ma'am.

MS. CONDON: Thank you, Your Honor. I must respectfully disagree with Ms. Spann-Wilder. I honestly was shocked that she was still attempting to move this case forward. I speak on -- I represent on behalf of the South Carolina Democratic Party, Charleston County Democratic party, and Dorchester Democratic party. My name is Colleen Condon, I also am chair of the Charleston County Democratic party. The reason why both counties are involved is because this seat does overlap county lines.

I believe the decision of Judge Dennis is binding. It is clearly sets forth that Mr. Tedder meets the qualifications. There is also the fact that Ms. Spann-Wilder's husband doesn't even qualify to be part of this debate. Once it was presented to the Board and then was presented to Judge Dennis, it wasn't even in an official role, but she requested an opportunity to be heard in that case and was allowed to intervene.

So she already had an opportunity to present this argument. Is trying to present it again, Your Honor. I would have to back up with what Mr. Howell said. Unfortunately, sore losers are trying to find ways to use the court to reach goals they could not accomplish on election day and the precincts.

This is a clear case of Mr. Tedder has already had his hearing in court. Has already won the hearing in court in front of Judge Dennis. I don't believe that Ms. Spann-Wilder or Mr. Wilder had a proper opportunity to file a motion to be reconsidered because they weren't properly allowed to do so.

So that is why I believe Judge Dennis hasn't heard the case. But regardless, I believe that the order does clearly determine both his domicile and legal residence, determines that everything is proper about Mr. Tedder and we seek as noted in our answers, we believe this case should be dismissed. Thank you, sir.

THE COURT: Okay. Anybody else?

(No response)

MS. SPANN-WILDER: Yes, sir.

THE COURT: Judge Dennis' order I think is the law of this case. It establishes he meets the qualifications set forth in 7-1-120. And I don't think I can -- I mean, it's the law short of appealing him. I think it's the appellate court's decision to pass that that I can't. This appears to be litigated and I understand that you're trying to draw the difference. But domicile and residence is basically the same thing in this state.

He's found -- he's established domicile and that

he's qualified under the statute. I think that's the law of the case. And so I think the only avenue you have is to appeal that order. Okay.

MS. SPANN-WILDER: Yes, sir. Thank you.

THE COURT: Thank y'all.

MR. PEPER: Thank you, Judge. Would you prefer a Form 4 order or would you like me to submit a written order on these motions?

THE COURT: Either way. Whatever --

MR. PEPER: I'll do a quick one and circulate it among the parties.

THE COURT: Okay. Thank you, sir.

MR. PEPER: Thank you very much for your time. Thank you.

- - -END OF REQUESTED TRANSCRIPT OF RECORD- - -

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, KATHERINE A. SPIRES, Registered Professional Reporter for the Tenth Judicial Circuit 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 and the evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina, on the 25th of August, 2020.

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

September 21, 2020

/s/ Katherine A. Spires

Katherine A. Spires

Registered Professional Reporter

Deon Tedder Voter Challenge Document List

_____ 1. Filing of Candidacy

_____2. Election Commission History

_____3. Property Records 1755 Central Park Rd, Unit 6209, Charleston, SC 29412

_____ 4. Charleston Water System - Account Holder - 2629 Orchid & 1755 Central Park Rd

_____5. Dominion Energy - Account Holder - 2629 Orchid & 1755 Central Park Rd

_____6. SCDMV Driving History Deon Tedder dated 4/6/2020

_____7. North Carolina DMV - active license status 4/20/20

_____8. SCDMV SCDMV Driving History Deon Tedder dated 522/20

_____9. Billing for (919) 699-3971

_____10. SC Ethic 1st Quarter Report - Tedder for SC House

_____11. Edward Pasoquen Criminal History

_____12. FB Post Dr. Jillian Broughton's graduation

_____13.Univ of Tennesse AEGD Dental Program

_____14. Nissan Maxina - NC Tags -YYD 3467

Statement of Intention of Candidacy & Party Pledge

This form must be filed with the appropriate election office by any candidate seeking a political party's nomination. All information on this form will be made available to the public at the time of filing. For more information, visit www.scVOTES.org/candidate-information.

Name	Deon T. Tedder			**Party**	Democratic
Office	South Carolina House of Representatives			**District**	109
Voter Reg. #	[redacted]	**Primary or Convention Date**	06/09/2020	**Election Date**	11/03/2020

Name on ballot may be any combination of a candidate's given name, derivative of the given name, or nickname. A derivative name or nickname must be used in good faith for honest purposes and may not imply professional or social status, an office, or military rank. A nickname may not exceed 15 letters.

Name on Ballot	Deon Tedder
Name pronunciation, if necessary, for audio ballot (e.g., Jackson Gervais: jur-VAY)	

Candidate Contact Information *(address not required to be residence address)*

Address	3844 Leeds Ave.	**City**	North Charleston	**Zip**	29405
Phone	843-732-6353	**Email**	tedderdt@gmail.com		

Party Pledge *(Party Pledge not applicable to designees for the Office of Lieutenant Governor)*

I hereby file my notice as a candidate for the nomination as South Carolina House of Representatives 109 in the primary election or convention to be held on 06/09/2020. I affiliate with the Democratic Party, and I hereby pledge myself to abide by the results of the primary or convention. I shall not authorize my name to be placed on the general election ballot by petition and will not offer or campaign as a write-in candidate for this office or any other office for which the party has a nominee. I authorize the issuance of an injunction upon ex parte application by the party chairman, as provided by law, should I violate this pledge by offering or campaigning in the ensuing general election for election to this office or any other office for which a nominee has been elected in the party primary election, unless the nominee for the office has become deceased or otherwise disqualified for election in the ensuing general election.

Candidate's Oath

I hereby affirm that I meet, or will meet by the time of the general or special election, or as otherwise required by law, the qualifications for this office.

Candidate Signature Deon T. Tedder **Date** 3/23/2020

Candidate must sign in the presence of an Election Official or Notary Public.

Election Official Signature					
Date Received	3-23-2020	**Time Received**	3:53 pm	☐ SEC ☒ Chas	County Board

For use if candidate signs in presence of Notary Public

Name of Notary Public		**My Commission Expires**	
Signature of Notary Public		**Date**	

EXHIBIT 1

Filing Fee Receipt

Candidate Name	Deon T Tedder		
Party	Democratic		
Office	State House of Representatives, District 109	District	109
Election	11/3/2020, Statewide General Election (21112)		
Amount of Filing Fee	$208.00		
Date Received	03/23/2020		
Time Received	3:53 PM		
Check Number	106		

Receiving Official	Gloria Ann Ancrum		
Signature	Gloria A Ancrum	Date	3-23-2020

The Candidate Filing Receipt is issued pursuant to S.C. Code of Laws 7-11-15(E)

SOUTH CAROLINA

[redacted] - Tedder, Deon - Active/Active - (10) N Charleston 4

Voter History

Voter Details | Addresses/Districts | History | Notes | Attachments

○ Participation ◉ Address History ○ Status History ○ Name History

Filter by Address Type:

Results Found: 3 **Results Shown: 1-3**

Address	Type	Start Date	End Date	User
2629 Orchid Ave North Charleston, SC 29405 10-CHARLESTON	Residence	3/17/2020		Mary D Adams
215 Promenade Vista St Apt 4004 Charleston, SC 29412 10-CHARLESTON	Residence	9/25/2017	3/17/2020	Mary D Adams
3900 Bentley Dr Apt 1012 Columbia, SC 29210 40-RICHLAND	Residence	10/4/2014	9/25/2017	Gloria Ann Ancrum

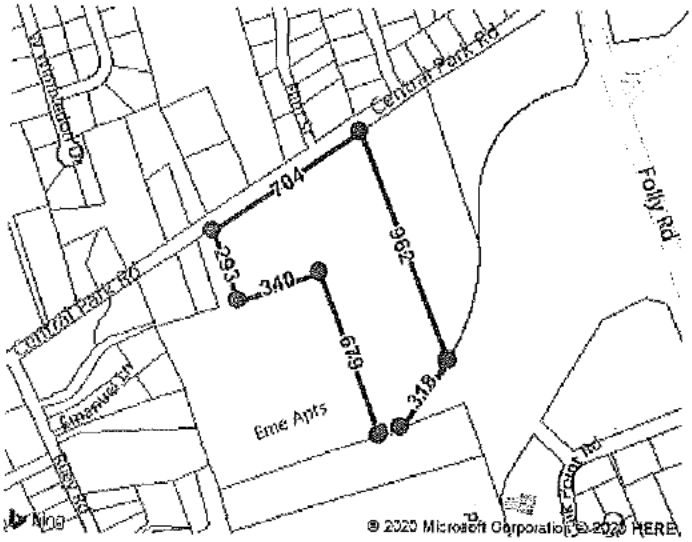
COPY

EXHIBIT 2

MLS Tax Suite™

Powered by CRS Data

Tuesday, March 31, 2020



No Images Available

LOCATION

Property Address	[redacted] Charleston, SC 29412-2850
Subdivision	Regatta On James Island
County	Charleston County, SC

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	340-08-00-145
Alternate Parcel ID	
Account Number	
District/Ward	3-4
2010 Census Trct/Blk	19.02/1
Assessor Roll Year	2019

PROPERTY SUMMARY

Property Type	Residential
Land Use	Resid-Condo Unit
Improvement Type	Dwelling
	990

CURRENT OWNER

Name	Broughton Pamela J Broughton Jillian
Mailing Address	1755 Central Park Rd Unit 6209 Charleston, SC 29412-2850

SALES HISTORY THROUGH 03/09/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
8/4/2017	**$5**	Broughton Pamela J	Broughton Pamela J	Warranty Deed		0661/904
7/12/2017	$191,000	Broughton Pamela J	Morrow Richard	Warranty Deed		0658/890
6/21/2016	$107,100	Morrow Richard				0569/668
2/26/2007	$217,900	Gelmi Fulvio				V616/499

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2019	**Assessment Year**	2019	**City Of Charleston**	86.6
Appraised Land	$35,000	**Assessed Land**	$1,400	**Charleston County**	214.5
Appraised Improvements	$156,000	**Assessed Improvements**	$6,240		
Total Tax Appraisal	$191,000	**Total Assessment**	$7,640		
Assessment Rate	4.00%	**Exempt Amount**			

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EXHIBIT 3

Exempt Reason

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019	$495.45	$284.97	$1,093.34
2018	$476.35	$284.97	$1,074.24
2017	$562.41	$361.53	$2,199.06
2016	$562.41	$364.23	$2,129.67
2015	$632.01	$418.85	$2,334.51
2014	$678.63	$396.22	$2,418.61
2013	$683.55	$396.22	$2,423.53

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
08/04/2017	**$171,800**	Broughton Pamela J	Wells Fargo	0658/891
01/12/2007	$174,320	Gelmi Fulvio	Bank Of America	W616/751

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Dwelling	**Condition**	Average	**Units**	1
Year Built	2006	**Effective Year**	2006	**Stories**	1
BRs	2	**Baths**	2 F H	**Rooms**	4
Total Sq. Ft.	990				

Building Square Feet (Living Space)

Building Square Feet (Other)

- CONSTRUCTION

Quality		**Roof Framing**	Std For Class
Shape		**Roof Cover Deck**	Comp Sh Heavy
Partitions		**Cabinet Millwork**	
Common Wall		**Floor Finish**	
Foundation	Normal For Class	**Interior Finish**	
Floor System		**Air Conditioning**	Heat Pump
Exterior Wall	Brick Veneer Wood Siding	**Heat Type**	Heat Pump
Structural Framing		**Bathroom Tile**	
Fireplace		**Plumbing Fixtures**	

- OTHER

Occupancy

Building Data Source

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Resid-Condo Unit	**Lot Dimensions**	
Block/Lot		**Lot Square Feet**	
Latitude/Longitude	32.747512°/-79.975401°	**Acreage**	

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		**Road Type**	
Electric Source		**Topography**	

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Water Source		**District Trend**	
Sewer Source		**Special School District 1**	
Zoning Code		**Special School District 2**	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Regatta On James Island	**Plat Book/Page**	
Block/Lot		**District/Ward**	3-4
Description	Unit 6209		

FEMA FLOOD ZONES

LISTING ARCHIVE

MLS #	Status	Status Change Date	List Date	List Price	Closing Date	Closing Price	Listing Agent	Listing Broker	Buyer Agent	Buyer Broker
17016124	Sold	08/04/2017	06/07/2017	$200,000	08/04/2017	$191,000	Elizabeth Baker	Carolina One Real Estate	Ian Richard O'Shea	A House In The South Realty
15024040	Sold	11/02/2015	09/11/2015	$135,000	11/02/2015	$107,100	Oliver Mathewes	Carolina One Commercial Real Estate	Oliver Mathewes	Carolina One Commercial Real Estate

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Charleston Water System

PO Box B
Charleston, SC 29402
103 St. Philip Street (29403)

(843) 727-6800
www.charlestonwater.com

Board of Commissioners
Thomas B. Pritchard, Chairman
David E. Rivers, Vice Chairman
Kathleen G. Wilson, Commissioner
Mayor John J. Tecklenburg (Ex-Officio)
Councilmember Perry K. Waring (Ex-Officio)

Officers
Kin Hill, P.E., Chief Executive Officer
Mark Cline, P.E., Assistant Chief Executive Officer
Dorothy Harrison, Chief Administrative Officer
Wesley Ropp, CMA, Chief Financial Officer
Russell Huggins, P.E., Capital Projects Officer

May 26, 2020

Ms. Tiffany R. Spann-Wilder, Esquire
Spann Wilder Law, LLC
2131 Dorchester Road (29405)
PO Box 70488
North Charleston, SC 29415

RE: SUBPOENA FOR RECORDS

Dear Ms. Span-Wilder,

In response to your subpoena (attached), the following information is being provided:

[redacted] Service From/To

[redacted]

2629 Orchid
PASOQUEN EDWARD J
Conrex Property Mgmt

Service From/To
02-26-2019 to Present
06-08-2018 to 2/26/2019

[redacted]

1755 Central Park Rd #6209
Jillian E Broughton

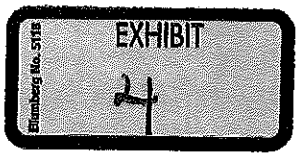
Service From/To
08-07-2017 to Present

I certify that I am a custodian of records for Charleston Water System, and that the above information is true and accurate and obtained from business records, maintained, and/or prepared by Charleston Water System.

Sincerely,

/s/

Theresa W. Williams
Records and Insurance Program Manager



Dominion Energy Southeast Services, Inc.
Legal Department
400 Otarre Parkway, Cayce, SC 29033
Mailing Address:
220 Operation Way, MC C222, Cayce SC 29033
DominionEnergy.com

Dominion Energy

May 27, 2020

Tiffany R. Spann-Wilder, Esquire
Spann Wilder Law, LLC
2131 Dorchester Road (29405)
PO BOX 70488
North Charleston, SC 29415

RE: Case Number: Voter Residency Hearing

Dear Ms. Spann-Wilder:

In response to the subpoena we received in our office May 26, 2020, Dominion Energy South Carolina (Dominion) has searched its records for information you requested. Attached are Dominion's records providing customer, account and payment information for 2629 Orchid Avenue, North Charleston from January 1, 2019 to the present. There were four (4) accounts at that address during the time frame requested, and they are as follows:

Conrex Residential Property Group 2012-2, LLC	06/04/2018 – 02/28/2019
Edward J Pasoquen Jr	02/28/2019 – 03/15/2019
Conrex Residential Property Group 2012-2, LLC	03/15/2019 – 03/15/2019
Edward J Pasoquen Jr	03/15/2019 – Active

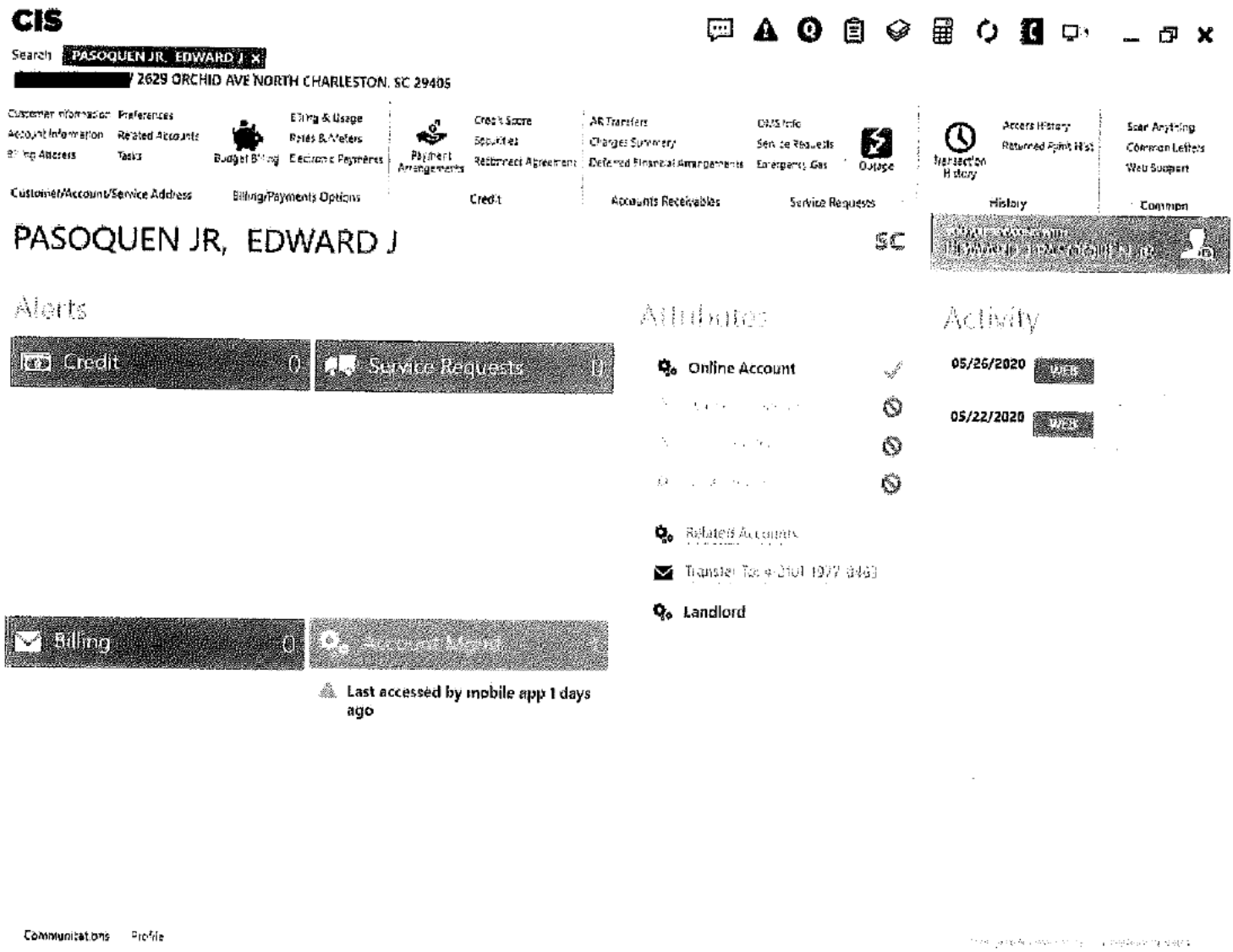
If you have any questions or concerns, please do not hesitate to call me at 803-217-7908.

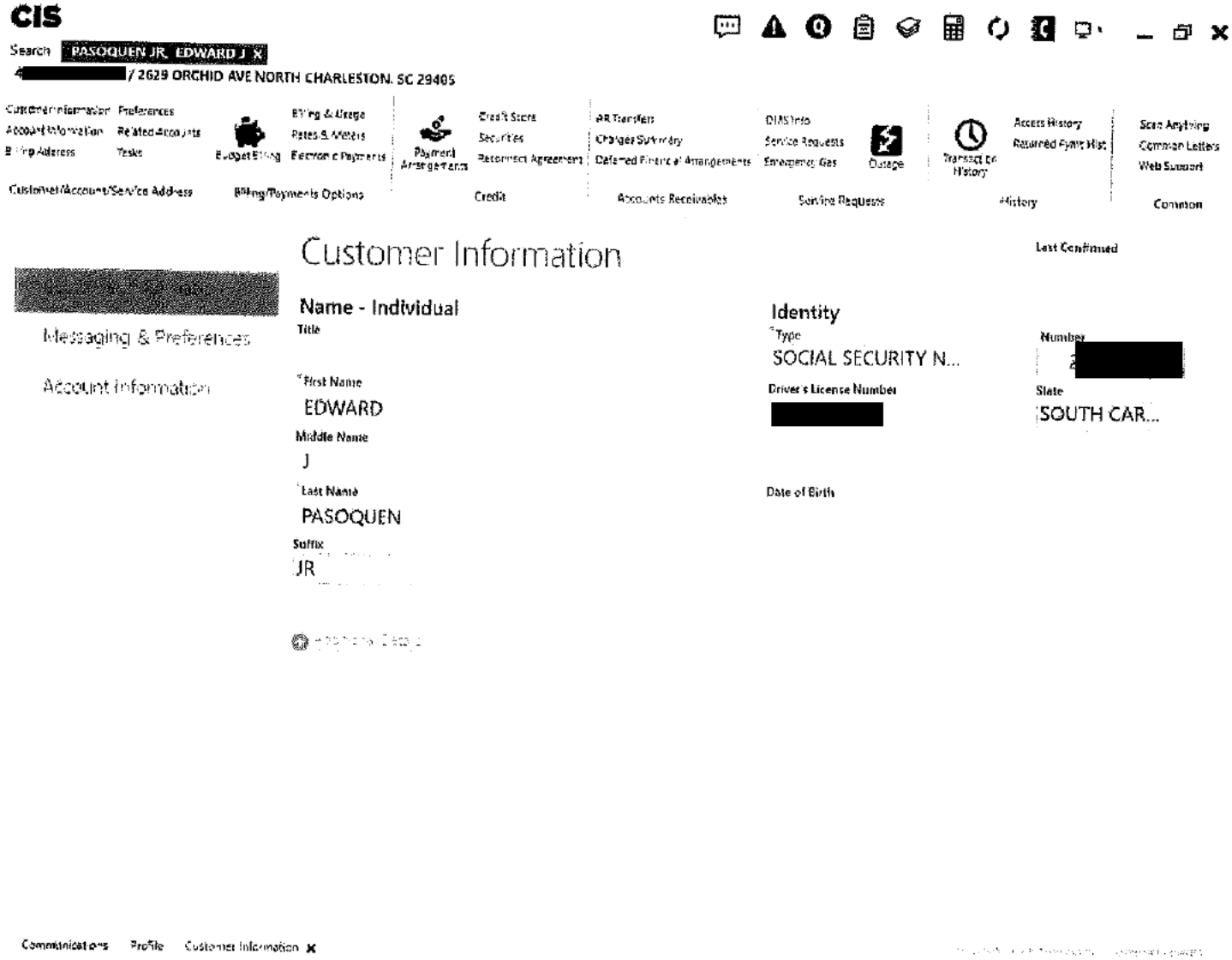
Sincerely,

Kathy L. Rhoden
Senior Analyst/Records Custodian

/klr
Attachments

EXHIBIT 5


CIS
Search PASOQUEN JR, EDWARD J
[redacted] 2629 ORCHID AVE NORTH CHARLESTON, SC 29405
Customer Information
Account Information
Billing Address
Preferences
Related Accounts
Tasks
Budget Billing
Billing & Usage
Rates & Meters
Electronic Payments
Payment Arrangements
Credit Score
Securities
Retirement Agreement
AR Transfers
Charges Summary
Deferred Financial Arrangements
CAIS Info
Service Requests
Emergency Gas
Outage
Transaction History
Access History
Returned Point Hist
Scan Anything
Common Letters
Web Support
Customer/Account/Service Address
Billing/Payments Options
Credit
Accounts Receivables
Service Requests
History
Common
PASOQUEN JR, EDWARD J
SC
Alerts
Credit 0
Service Requests 0
Billing 0
Last accessed by mobile app 1 days ago
Attributes
Online Account
Related Accounts
Landlord
Activity
05/26/2020
05/22/2020
Communications
Profile


CIS
Search PASOQUEN JR, EDWARD J X
[redacted] / 2629 ORCHID AVE NORTH CHARLESTON, SC 29405
Customer Information
Account Information
Billing Address
Preferences
Related Accounts
Yeske
Budget Billing
Billing & Usage
Rates & Meters
Electronic Payments
Payment Arrangements
Credit Score
Securities
Retirement Agreement
AR Transfers
Charges Summary
Deferred Financial Arrangements
DMS Info
Service Requests
Emergency Gas
Outage
Transact Dt History
Access History
Returned Pymt Hist
Scan Anything
Common Letters
Web Support
Customer/Account/Service Address
Billing/Payments Options
Credit
Accounts Receivables
Service Requests
History
Common
Customer Information
Last Confirmed
Messaging & Preferences
Account Information
Name - Individual
Title
*First Name
EDWARD
Middle Name
J
*Last Name
PASOQUEN
Suffix
JR
Identity
*Type
SOCIAL SECURITY N...
Number
[redacted]
Driver's License Number
[redacted]
State
SOUTH CAR...
Date of Birth
Communications
Profile
Customer Information

CIS

Search PASOQUEN JR, EDWARD J

[redacted] 2629 ORCHID AVE NORTH CHARLESTON, SC 29405

Customer Information | Preferences | Account Information | Related Accounts | Billing Address | Tasks | Budget Billing | Billing & Usage | Rates & Meters | Electronic Payments | Payment Arrangements | Credit Score | Security | Retirement Agreement | AR Transfers | Charges Summary | Deferred Financial Arrangements | OMS Info | Service Requests | Emergency Gas | Outage | Transaction History | Access History | Returned Point Hist | Scan Anything | Common Letters | Web Support

Customer/Account/Service Address | Billing/Payments Options | Credit | Accounts Receivables | Service Requests | History | Common

Transaction History

Filter by | Record Type: ACCOUNT | Transaction Types: PAYMENT | Date Range: ALL | Filter | Reset

Date/Time	Type	Description	Generated By	Amount	Billed Balance
03/25/19 2:25 PM	PMT	PAYMENT	ZZZGIBSON, WILH...	$182.51	$0.00

Details

For Records Only

Transaction Comments
CASH-$182.51 Change Due -$17.49

Payment Details

Currency Type	Amount
CASH	$182.51

Payment Office
MARK CLARK

Report Date
03/25/19

Date Orig. Payment

Drawer #
5

Drawer Status

Payment Facility
WALK IN

Indicates For Records Only

Communications | Profile | Customer Information | Transaction History

OFFICIAL 10 YEAR DRIVER RECORD

Customer No: [redacted]
Name: TEDDER, DEON TERRELL
Address: 1312 TRALEA DR
City: DURHAM
County: UNDETERMINED
DOB: [redacted]/1990

Driver License No:
State: NC **Zip:** 277074737
Sex: M **Driver Training:** N

Status - DL: NO SUSPENSION **CDL:** NO DISQUALIFICATION

Point Summary

Total Current Points:	0
Driver Credit:	-0
Adjusted Current Points:	0

End of Report

EXHIBIT
6

Certified to be a true and correct copy of the original document on file with the South Carolina Department of Motor Vehicles.

S. H. Rivers
Driver Services, Director

NORTH CAROLINA DIVISION OF MOTOR VEHICLES

RDLSI/DRIVING RECORD CHECK

REPORT TYPE: FULL NON-CERTIFIED REPORT **DATE:** 05-20-2020
NAME: TEDDER DEON TERRELL
ADDRESS: 1312 TRALEA DR
CITY: DURHAM **STATE:** NC **ZIP:** 277074737 **TOTAL POINTS:** 0
DOB: [redacted]-1990 **HEIGHT:** 5 FT. 10 IN. **SEX:** M **EYES:** BRO **HAIR:** BRO **RACE:** B **REAL ID:** N
PRIMARY LICENSE NO: [redacted]
SECONDARY LICENSE NO: **NON-RESIDENT MILITARY:** N
ORIGINAL ISSUE DT: 04-27-2006 **OS DL NO:** **OS STATE:**

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		R	04-25-2017	04-26-2025						ACTIVE

ENDORSEMENTS: M
RESTRICTIONS: 0 - NONE

CRD TRNS: [redacted]

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C	4	O	06-11-2007	12-11-2008	MOTOR CYCLE PERMIT ORG ISS					EXPIRED

ENDORSEMENTS:
RESTRICTIONS: 18 - NO PASSENGER

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
07-03-2012	04-26-2017	DUP ISS: CLS C EN:M	
		RSTR:0 NONE	
06-27-2011		ACDNT: DURHAM COUNTY, NC	
		ACDNT: CASE ID:103186851	
05-20-2009	04-26-2017	ORG ISS: CLS C EN:M	
		RSTR:0 NONE	
04-27-2008		ACDNT: DURHAM COUNTY, NC	
		ACDNT: CASE ID:102264796	
11-03-2007		ACDNT: DURHAM COUNTY, NC	PERS INJ
		ACDNT: CASE ID:102099879	
10-27-2006	04-26-2010	ORG ISS: CLS C LEV3 EN:	
		RSTR:0 NONE	
04-27-2006	04-26-2008	ORG ISS: CLS C LEV2 EN:	
		RSTR:17 GRAD LIC LEVEL 2 RESTRICTION	
04-26-2005	04-26-2008	ORG ISS: CLS C LEV1 EN:	
		RSTR:16 10-26-2005	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

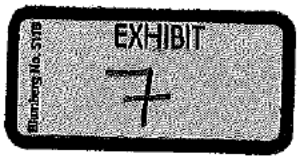
ACCIDENTS

NO ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE ON THE PART OF THE INDIVIDUAL

**

*** * END OF DRIVING RECORD * ***



OFFICIAL 10 YEAR DRIVER RECORD

Customer No: [redacted]
Name: TEDDER, DEON TERRELL
Address: 2629 ORCHID AVE
City: NORTH CHARLESTON
County: CHARLESTON
DOB: [redacted]1990
Driver License No: 1[redacted]
State: SC **Zip:** 294056820
Sex: M **Driver Training:** N
Status - DL: NO SUSPENSION **CDL:** NO DISQUALIFICATION

License Information

Type	Class	Function	Issued	Expires	First Issued	Rest.	Endor.	Document Identifier (ACN / DDN)
Current								
DL	DM	Reissue	05/14/2020	05/14/2028	05/14/2020	N	N	1[redacted]
Prior								
DL	DM	Original	05/14/2020	05/14/2028	05/14/2020	N	N	1[redacted]

Address Change -

Address: 1312 TRALEA DR
City: DURHAM **State:** NC **Zip:** 277074737
Date Changed: 05/14/2020

Point Summary

Total Current Points: 0
Driver Credit: -0
Adjusted Current Points: 0

OOS Driver License Surrendered

OOS License No: [redacted]
OOS Jurisdiction: NC **Issued:** 04/25/2017
Date Surrendered: 05/14/2020
Reason for Return: OOS LICENSE EXCHANGE FOR SC LICENSE

End of Report

Certified to be a true and correct copy of the original document on file with the South Carolina Department of Motor Vehicles.

S. H. Rweis
Driver Services, Director

EXHIBIT 8

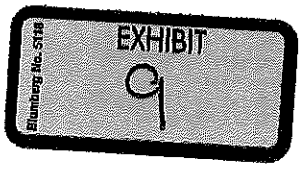
FOR ATTORNEY / LAW FIRM PURPOSES ONLY

1755 CENTRAL PARK RD UNIT 6209 CHARLESTON SC 29412
CHARLESTON 9196993971-411+-Search-202005181941

(919) 699-3971 - TEDDER, DEON T (South Carolina)

Score: **86% Likely Active**
DEON T TEDDER - [View Person Record]
Phone:**(919) 699-3971 - TEDDER, DEON T (09/06/2012 to 05/04/2020)**
Phone Type: **Mobile**
Listing Type: **Unknown**
Time Zone: **ET**
Carrier: **NEW CINGULAR WIRELESS PCS LLC - GA (AT&T MOBILITY)**
Carrier Type: **WIRELESS**
City: **DURHAM**
State: **NC**
County: **DURHAM**
Score: **86**

Address: **1755 CENTRAL PARK RD UNIT 6209, CHARLESTON, SC 29412-2850 (CHARLESTON COUNTY)**



(919) 699-3971 - TEDDER, DEON T (North Carolina)

Score: **86% Likely Active**
DEON T TEDDER - [View Person Record]
Phone:**(919) 699-3971 - TEDDER, DEON T (01/17/2019)**
Phone Type: **Mobile**
Listing Type: **Unknown**
Time Zone: **ET**
Carrier: **NEW CINGULAR WIRELESS PCS LLC - GA (AT&T MOBILITY)**
Carrier Type: **WIRELESS**
City: **DURHAM**
State: **NC**
County: **DURHAM**
Score: **86**

Address: **1312 TRALEA DR, DURHAM, NC 27707-4737 (DURHAM COUNTY)**

SOUTH CAROLINA
State Ethics Commission
Public Disclosure and Accountability Reporting System

Individual Reports
Candidate Campaign Disclosure

2020, April 10th Report

Candidate: Tedder, Deon
Position Sought: State House Representative
District/Locale: 109
Election Type: Primary
Election Date: 06/09/2020
Filing Type: Original
Filing Date: 04/10/2020

Demographic Information

Tedder, Deon
3844 Leeds Ave
North Charleston, SC 29405
919.699.3971
Charleston County

Report Type

2020, April 10th

Contributions

Contributions	This Period	Election Cycle
A. Candidates: Personal Funds	$508.00	$508.00
B1. Individual Contributions or other (+)	$17,615.00	$18,115.00
B2. Loans (+)	$0.00	$0.00
C. In-Kind Contributions (+)	$2,000.00	$2,000.00
D. Total Contributions (=)	$20,123.00	$20,623.00

Expenditures

Expenditures	This Period	Election Cycle
A. In-Kind Expenditures	$2,000.00	$2,000.00
B. Expenditures (+)	$408.00	$408.00
C. Total Expenditures (=)	$2,408.00	$2,408.00

EXHIBIT 10 Blumberg No. 6515

Balance of Contributions	This Period
A. Contributions on Hand (Beginning this Period)	$500.00
B. Total Contributions (This Period) (+)	$20,123.00
C. Total Expenditures (This Period) (-)	$2,408.00
D. Contributions On Hand (Period End) (=)	**$18,215.00**

Loans	
Loan Balance:	**$0.00**

Contributions

Date	Contributor	Address	Occupation	Amount
03/31/2020	Brenda Parker	[redacted] Durham, NC 27703	Support Specialist	$100.00
03/31/2020	Robert Chapman Jr.	[redacted] Bahama, NC 27503	Developer	$50.00
03/31/2020	LaJoia Broughton	[redacted] Columbia, SC 29201	GR	$200.00
03/31/2020	Cheslyne Brighthop	[redacted] Columbia, SC 29203	Attorney	$25.00
03/31/2020	Marc Fisher	[redacted] Charleston, SC 29492	Chiropractor	$500.00
03/31/2020	Stewart Weinberg	[redacted] Charleston, SC 29412	Retired	$50.00
03/31/2020	Ab Finoh	[redacted] Houston, TX 77025	Business Account Manager	$100.00
03/31/2020	Leslie Skardon	[redacted] Charleston, SC 29412	Marketing	$25.00
03/31/2020	BONNIE HARPER	[redacted] DURHAM, NC 27701	BOOK KEEPER	$25.00
03/31/2020	Kate Young	2168 Westrivers Road Charleston, SC 29412	Nurse Practitioner	$100.00
03/31/2020	Robert Mickle	[redacted] Elgin, SC 29045	Attorney	$1,000.00
03/31/2020	Quincy Mack	[redacted] Sumter, SC 29154	Engineer	$50.00
03/31/2020	Shaakira Satterwhite	134-20 87th Ave Richmond Hill, NY 11418	Claims	$25.00
03/31/2020	Margie Pizarro	[redacted] Summerville, SC 29483	Attorney	$500.00
03/31/2020	Tyarti Gerald	[redacted] columbia, SC 29209	Not Employed	$20.00
03/31/2020	Nakeia Pinckney	[redacted] Summerville, SC 29483	Intake Manager	$50.00
03/31/2020	Taylor Brown	[redacted] Durham, NC 27703	Resident Physician	$25.00
03/31/2020	Eric Harris	[redacted] Ludowici, GA 31316	Soldier	$25.00

03/31/2020	Cody Deckert	[redacted] Charleston, SC 29407	Attorney	$25.00
03/31/2020	Tabaris Smith	[redacted] Washington, DC 20011	Not Employed	$25.00
03/31/2020	India Lowry	[redacted] Rock Hill, SC 29730	Claims Adjuster	$50.00
03/31/2020	James RUTHERFORD	[redacted] Columbia, SC 29201	Attorney	$250.00
03/31/2020	Sam Skardon	[redacted] Charleston, SC 29412	Director	$50.00
03/31/2020	Carl Solomon	[redacted] Columbia, SC 29202	Attoney	$250.00
03/31/2020	Brooke Neisler	[redacted] Charleston, SC 29412	Student	$25.00
03/31/2020	Schanna M Smalls	[redacted] Woodbridge, VA 22191	Education Programs Specialist	$100.00
03/31/2020	Kendra Arnold	[redacted] Knightdale, NC 27545	Recruiter	$25.00
03/31/2020	Kenneth Arnold	[redacted] Suitland, MD 20746	Driver	$250.00
03/31/2020	Marc Brown	[redacted] SUMTER, SC 29150	Attorney	$500.00
03/31/2020	William Logan	[redacted] Raleigh, NC 27616	Educator	$100.00
03/31/2020	Jared Holloway	[redacted] Clarkston, GA 30021	Animal Lab Supervisor	$50.00
03/31/2020	Reginald Hair	[redacted] Florence, SC 29501	Lawyer	$25.00
03/31/2020	James Payton	[redacted] Washington, DC 20002	Finance Manager	$10.00
03/31/2020	Gavin Abraham	[redacted] Summerville, SC 29485	Operations Manager	$50.00
03/31/2020	Marcus pepper	[redacted] Simpsonville, SC 29680	Engineer	$50.00
03/31/2020	Levonne Evans	[redacted] Durham, NC 27703	RN	$50.00
03/31/2020	Jarius Thomas	[redacted] Columbia, SC 29205	Paralegal	$25.00

03/31/2020	Robert Caldwell	[redacted] Charlotte, NC 28215	Information Technology	$25.00
03/31/2020	Brandon Upson	[redacted] Aiken, SC 29801	Consultant	$200.00
03/31/2020	Jillian Broughton	[redacted] Charleston, SC 29662	Not Employed	$50.00
03/31/2020	Isaiah Davis	[redacted] Columbia, SC 29223	Dentist	$250.00
03/31/2020	Johnny Stewart	[redacted] CHARLESTON, SC 29412	Lawyer	$50.00
03/31/2020	Jillian Broughton	[redacted] Mauldin, SC 29662	Not Employed	$100.00
03/31/2020	Chandra Tedder	[redacted] Durham, NC 27707	Adm. Assistant	$900.00
03/31/2020	Deon Tedder	1755 Central Park Rd. Unit 6209 Charleston, SC 29412	Attorney	$100.00
03/31/2020	Black Girl Vision LLC	[redacted] Ft. Belvoir, VA 22060		$1,000.00
03/31/2020	Speak Strategic	[redacted] Johns Island, SC 29455		$1,000.00
03/30/2020	Quentin Reid	[redacted] Charlotte, NC 28204	Investor Reporting Analyst	$50.00
03/30/2020	Tiffany Tedder	[redacted] Durham, NC 27704	HUC	$25.00
03/30/2020	Deborah Tedder	[redacted] Durham, NC 27704	Not Employed	$10.00
03/30/2020	QuiNeshia Graham	[redacted] Raleigh, NC 27617	Financial Associate	$100.00
03/30/2020	Millicia Tedder	[redacted] DuRham, NC 27704	Teacher	$25.00
03/30/2020	Sheryl Nelson	[redacted] Clinton, MD 20735	Tester	$25.00
03/30/2020	Sharon Heidmann	[redacted] Durham, NC 27703	Not Employed	$10.00
03/30/2020	Laurice Atkinson	[redacted] Raleigh, NC 27610	Lab assistant	$25.00
03/30/2020	Angela Briggs	[redacted] Durham, NC 27704	Realtor	$25.00

03/30/2020	Curtis Broughton	[redacted] Mauldin, SC 29662	Facilities Coordinator	$200.00
03/30/2020	Lewis Hutchison	[redacted] Columbia, SC 29229	Recruiter	$100.00
03/30/2020	Genavous Bell	[redacted]	Not Employed	$25.00
03/30/2020	Pamela Broughton	[redacted]	Social Worker	$200.00
03/29/2020	Bryant Caldwell	[redacted]	Attorney	$50.00
03/29/2020	Derrick Williams	[redacted]	Attorney	$500.00
03/29/2020	Jonathan Parker	[redacted]	Accounting	$100.00
03/29/2020	Sheila Nolen	[redacted]	Not Employed	$200.00
03/29/2020	Jean Dia	[redacted]	Director of Video	$25.00
03/29/2020	Terrian Marley	[redacted]	Engineer	$50.00
03/29/2020	Christian Johnson	[redacted]	Software Engineer	$10.00
03/29/2020	Derrick Williams	[redacted]	Education	$25.00
03/29/2020	Troynell Reese	[redacted]	Business Analyst	$1,000.00
03/29/2020	Chris Douglas	[redacted]	Not Employed	$25.00
03/29/2020	Keith Edwards	[redacted]	Automotive	$500.00
03/28/2020	Wilhelmina Rice	[redacted]	Not Employed	$25.00
03/28/2020	Chandra Tedder	[redacted]	Adm. Assistant	$100.00
03/28/2020	Ontrell Hicks	[redacted]	Logistics Engineer	$50.00
03/27/2020	Sherri Reese	[redacted]	Sr Consultant	$900.00

03/27/2020	Tekisha Tedder		Cash Research Lead	$25.00
03/27/2020	Darien Grant		Business Analyst	$25.00
03/27/2020	Keila Davenport		Registered nurse	$50.00
03/27/2020	David Aylor		Attorney	$1,000.00
03/27/2020	Steve Davis		Lawyer	$300.00
03/27/2020	Carolyn McClain		Health Care CEO	$500.00
03/27/2020	Matt Wooten		Physician	$500.00
03/27/2020	Ken Harrell		Attorney	$200.00
03/26/2020	Peper Law Firm			$1,000.00
03/26/2020	Daniel Merrick		Account Manager	$25.00
03/26/2020	Courtney Littlejohn		Law Enforcement	$100.00
03/26/2020	Blake Banner		Physical Therapist	$10.00
03/26/2020	Apriana Phelps		Real Estate Associate	$300.00
03/26/2020	Brent Arant		Law	$150.00
03/26/2020	Ced Hair		Pharmacist	$250.00
03/26/2020	Renee Tedder		Not Employed	$25.00
03/26/2020	Ebony McCray		Nursing Assistant	$50.00
03/26/2020	Sherri Reese		Sr Consultant	$100.00
03/26/2020	Stephanie Bell		Not Employed	$25.00

03/26/2020	Daquan Blyther	[redacted]	811	Attorney	$50.00
03/26/2020	Angelica Harrington			Sales & Marketing	$20.00
03/26/2020	Amber Hendrick			Attorney	$50.00
03/26/2020	Kourtney Tolbert			So	$25.00
03/26/2020	Darrell Brown			Not Employed	$250.00
03/25/2020	Ramie Shalabi			Attorney	$250.00
03/25/2020	Stacy Williams			Attorney	$100.00
03/25/2020	Lonnie Doles			Attorney	$250.00
03/25/2020	Reginald Hair			Lawyer	$125.00
03/25/2020	Tyler Jones			CEO	$100.00
03/24/2020	Demetria McCray			Claims Analyst	$50.00
03/24/2020	Timothy Hughes			Not Employed	$100.00
03/24/2020	Ravi Sanyal			Lawyer	$500.00
03/23/2020	LaTeshia McFadden		0F	Doctor	$25.00
03/23/2020	Carol Nicholson			Not Employed	$50.00
03/23/2020	Nikki Hall			Lawyer	$100.00
03/23/2020	Hayden Haskins			Marketing	$50.00
03/23/2020	James Hampton			Engineer	$100.00
03/23/2020	David Grant			Not Employed	$250.00

03/23/2020	Deon Tedder	1755 Central Park Rd. Unit 6209 Charleston, SC 29412	Attorney	$208.00
Total				$20,123.00

Expenditures

Date	Vendor	Address	Description	Amount
03/31/2020	Black Girl Vision LLC	[redacted]	Media Training	$1,000.00
03/31/2020	Speak Strategic		Website	$1,000.00
03/31/2020	LaJoia Broughton		Refund	$200.00
03/23/2020	South Carolina Democratic Party		Filing Fee	$208.00
Total				$2,408.00

**** No Loans Reported. ****

**** No Loan Repayments Reported. ****

**** No Assets Purchased or Received Reported. ****

**** No Disposition of Assets Reported. ****



Berkeley County
9th Judicial Circuit
Public Index



Berkeley County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

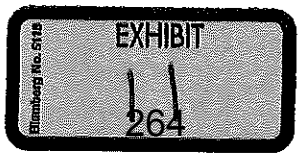
The State of South Carolina VS Edward John Pasoquen Jr

Case Number:	K002041	**Court Agency:**	General Sessions	**Filed Date:**	06/07/2011
Case Type:	Criminal-Clerk	**Case Sub Type:**			
Status:	Disposed	**Assigned Judge:**	Clerk Of Court C P, G S, And Family Court	**Disposition Judge:**	Young, Roger M. Sr.
Disposition:	Pled Guilty				
Disposition Date:	04/03/2012	**Date Received:**	06/07/2011	**Arrest Date:**	06/03/2011
Law Enf. Case:		**True Bill Date:**	08/24/2011	**No Bill Date:**	
Prosecutor Case:		**Indictment Number:**	2011GS0801171	**Waiver Date:**	
Probation Case:					

Case Parties **Charges** **Sentencing** Associated Cases Actions Financials Bonds

Name	Charge Code - Charge Description	Original Charge Code - Original Charge	Disposition Date
Pasoquen, Edward John Jr	0731-FinanTC / Financial Transaction Card fraud value $500 or less in six month period, by cardholder	0731-FinanTC / Financial Transaction Card fraud value $500 or less in six month period, by cardholder	04/03/2012

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Possible Criminal Records (18 Found)

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD J PASOQUEN JR**
DOB: **1979**, Born **41** Years Ago
Address: **1** [redacted]
(DORCHESTER COUNTY)
Gender: **M**
Ethnicity: **HISPANIC**
Is Sex Offender: **No**
Source Name: **DORCHESTER COUNTY CIRCUIT COURT**
Source State: **SC**

Match Indicators

First Name:	O **Exact Match**
Middle Name:	O **Exact Match**
Last Name:	O **Exact Match**
Date Of Birth:	O **Marginally Matched**
Age:	O **Close Match**
Address:	O **Exact Match**
Height:	X **Not Available On Record**
Ethnicity:	X **Not Available On Record**

Crime Details - 02/13/2017 - DILLON|DORCHESTER, SC

OffenseDescription1: **TRAFFIC / SPEEDING, MORE THAN 10 BUT LESS THAN 15 MPH OVER THE SPEED LIMIT**
Case Number: **5102P0678394**
Crime County: **DILLON|DORCHESTER**
Status: **DISPOSED**
Crime Type: **TRAFFIC**

Charges Filed Date: **02/13/2017**
Case Type: **TRAFFIC**
Disposition: **TIA GUILTY BENCH TRIAL FINE ONLY**
Disposition Date: **05/30/2017**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD JOHN PASOQUEN JR**
DOB: **11/23/1979**, Born **40** Years Ago
Address: [redacted]
(DORCHESTER COUNTY)
Gender: **M**
Ethnicity: **HISPANIC**
Is Sex Offender: **No**
Source Name: **DORCHESTER COUNTY CIRCUIT COURT**
Source State: **SC**

Match Indicators

First Name:	O **Exact Match**
Middle Name:	X **Not Matched**
Last Name:	O **Exact Match**
Date Of Birth:	O **Exact Match**
Age:	O **Exact Match**
Address:	O **Exact Match**
Height:	X **Not Available On Record**
Ethnicity:	X **Not Available On Record**

Crime Details - 06/02/2008 - DILLON|DORCHESTER, SC

OffenseDescription1: **DRUGS / POSS. OF 28G (1 OZ) OR LESS OF MARIJUANA OR 10G OR LESS OF HASHISH**
Case Number: **65464EH**
Crime County: **DILLON|DORCHESTER**
Status: **DISPOSED**
Crime Type: **TRAFFIC**

Charges Filed Date: **06/02/2008**
Case Type: **TRAFFIC**
Disposition: **PLED GUILTY**
Disposition Date: **06/04/2008**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD J PASOQUEN JR** DOB: **1979**, Born **41** Years Ago Address: [redacted] **(DORCHESTER COUNTY)** Gender: **M** Ethnicity: **HISPANIC** Is Sex Offender: **No** Source Name: **DORCHESTER COUNTY CIRCUIT COURT** Source State: **SC**	**Match Indicators** First Name: O **Exact Match** Middle Name: O **Exact Match** Last Name: O **Exact Match** Date Of Birth: O **Marginally Matched** Age: O **Close Match** Address: O **Exact Match** Height: X **Not Available On Record** Ethnicity: X **Not Available On Record**

Crime Details - 09/05/2008 - DILLON|DORCHESTER, SC

OffenseDescription1: **TRAFFIC / SPEEDING, 10 MPH OR LESS OVER THE SPEED LIMIT** Case Number: **D252681** Crime County: **DILLON|DORCHESTER** Status: **NRVC** Crime Type: **TRAFFIC**	Charges Filed Date: **09/05/2008** Case Type: **TRAFFIC** Disposition: **TIA GUILTY BENCH TRIAL FINE ONLY** Disposition Date: **10/02/2008**

Crime Details - 09/05/2008 - DILLON|DORCHESTER, SC

OffenseDescription1: **TRAFFIC / SEATBELT VIOLATION** Case Number: **D252682** Crime County: **DILLON|DORCHESTER** Status: **NRVC** Crime Type: **TRAFFIC**	Charges Filed Date: **09/05/2008** Case Type: **TRAFFIC** Disposition: **TIA GUILTY BENCH TRIAL FINE ONLY** Disposition Date: **10/02/2008**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD JOHN PASOQUEN JR** DOB: **11/23/1979**, Born **40** Years Ago Address: [redacted] **(DORCHESTER COUNTY)** Gender: **M** Is Sex Offender: **No** Source Name: **SOUTH CAROLINA DORCHESTER COUNTY CIRCUIT COURTS** Source State: **SC**	**Match Indicators** First Name: O **Exact Match** Middle Name: X **Not Matched** Last Name: O **Exact Match** Date Of Birth: O **Exact Match** Age: O **Exact Match** Address: O **Exact Match** Height: X **Not Available On Record** Ethnicity: X **Not Available On Record**

Crime Details - 10/22/1998 - SOUTH CAROLINA DORCHESTER|DORCHESTER, SC

OffenseDescription1: **WEAPONS / SALE OR DELIVERY OF PISTOL TO, AND POSSESSION BY, CERTAIN PERSONS UNLAWFUL, STOLEN PISTOL** Case Number: **F919118** Crime County: **SOUTH CAROLINA DORCHESTER|DORCHESTER** Crime Type: **FELONY** Classification: **FELONY CLASS F** OffenseCode: **2364**	Charges Filed Date: **10/22/1998** Case Type: **FELONY F** Court: **DORCHESTER COUNTY GENERAL SESSIONS** Disposition: **NOLLE PROSEQUI** Arrest Date: **10/12/1998** Disposition Date: **06/16/1999**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD J PASOQUEN** DOB: **11/23/1979,** Born **40** Years Ago Address: **1** [redacted] **(DORCHESTER COUNTY)** Gender: **M** Ethnicity: **WHITE** Is Sex Offender: **No** Source Name: **SOUTH CAROLINA DORCHESTER COUNTY CIRCUIT COURTS** Source State: **SC**	**Match Indicators** First Name: **O Exact Match** Middle Name: **O Exact Match** Last Name: **O Exact Match** Date Of Birth: **O Exact Match** Age: **O Exact Match** Address: **O Exact Match** Height: **X Not Available On Record** Ethnicity: **X Not Available On Record**

Crime Details - **02/03/1997 - SOUTH CAROLINA DORCHESTER|DORCHESTER, SC**

OffenseDescription1: **LYNCHING / LYNCHING - SECOND DEGREE** Case Number: **F036255** Crime County: **SOUTH CAROLINA DORCHESTER|DORCHESTER** Crime Type: **FELONY** Classification: **FELONY CLASS C** OffenseCode: **0313**	Charges Filed Date: **02/03/1997** Case Type: **FELONY C** Court: **DORCHESTER COUNTY GENERAL SESSIONS** Plea: **GUILTY** Sentence: **5 YEARS SUSP 5 Y** Disposition: **PLED GUILTY** Arrest Date: **01/29/1997** Disposition Date: **03/12/1997**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD J PASQUEN JR** DOB: **11/23/1979**, Born **40** Years Ago Address: **1** [redacted] **(DORCHESTER COUNTY)** Gender: **M** Ethnicity: **HISPANIC** Is Sex Offender: **No** Source Name: **BERKELEY COUNTY CIRCUIT COURT** Source State: **SC**	**Match Indicators** First Name: **O Exact Match** Middle Name: **O Exact Match** Last Name: **O Exact Match** Date Of Birth: **O Exact Match** Age: **O Exact Match** Address: **O Exact Match** Height: **X Not Available On Record** Ethnicity: **X Not Available On Record**

Crime Details - **12/30/2011 - BERKELEY, SC**

OffenseDescription1: **DRUGS / POSS. OF 28G (1 OZ) OR LESS OF MARIJUANA OR 10G OR LESS OF HASHISH - 1ST OFFENSE** Case Number: **F370749PASEDW** Crime County: **BERKELEY** Crime Type: **MISDEMEANOR** OffenseCode: **0659**	Charges Filed Date: **12/30/2011** Case Type: **MISDEMEANOR U** Court: **SC BERKELEY COUNTY SUMMARY DOCKETS**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD J PASOQUEN JR** DOB: **11/23/1979**, Born **40** Years Ago Address: [redacted]	**Match Indicators** First Name: **O Exact Match**

(DORCHESTER COUNTY) Gender: **M** Ethnicity: **WHITE** Is Sex Offender: **No** Source Name: **SOUTH CAROLINA CHARLESTON COUNTY SUMMARY COURT** Source State: **SC**	Middle Name: **O Exact Match** Last Name: **O Exact Match** Date Of Birth: **O Exact Match** Age: **O Exact Match** Address: **O Exact Match** Height: **X Not Available On Record** Ethnicity: **X Not Available On Record**

Crime Details - **10/07/2013 - SOUTH CAROLINA CHARLESTON, SC**

OffenseDescription1: **TRAFFIC / SEATBELT VIOLATION** Case Number: **G456139** Crime County: **SOUTH CAROLINA CHARLESTON** Status: **NRVC** Crime Type: **TRAFFIC** OffenseCode: **2886**	Charges Filed Date: **10/07/2013** Case Type: **TRAFFIC** Court: **NORTH AREA 3 MAGISTRATE** Disposition: **GUILTY BENCH TRIAL** Arrest Date: **10/03/2013** Disposition Date: **10/22/2013**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD JOHN PASOQUEN** DOB: **11/23/1979**, Born **40** Years Ago Gender: **M** Height: **73** Weight: **200** Ethnicity: **WHITE** Is Sex Offender: **No** Source Name: **SOUTH CAROLINA CHARLESTON COUNTY ARREST** Source State: **SC**	**Match Indicators** First Name: **O Exact Match** Middle Name: **X Not Matched** Last Name: **O Exact Match** Date Of Birth: **O Exact Match** Age: **O Exact Match** Address: **O State Matched** Height: **X Not Available On Record** Ethnicity: **X Not Available On Record**

Crime Details - **SOUTH CAROLINA CHARLESTON, SC**

OffenseDescription1: **DUS** Arresting Agency: **NCHAS** Crime County: **SOUTH CAROLINA CHARLESTON** OffenseCode: **56-1-460**	Court: **NCHAS** Sentence: **ActualReleaseDate=20091107** Arrest Date: **11/07/2009**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD JOHN PASOQUEN JR** DOB: **11/23/1979**, Born **40** Years Ago Gender: **M** Height: **72** Weight: **160** Ethnicity: **WHITE** Is Sex Offender: **No** Source Name: **SOUTH CAROLINA CHARLESTON COUNTY ARREST** Source State: **SC**	**Match Indicators** First Name: **O Exact Match** Middle Name: **X Not Matched** Last Name: **O Exact Match** Date Of Birth: **O Exact Match** Age: **O Exact Match** Address: **O State Matched** Height: **X Not Available On Record** Ethnicity: **X Not Available On Record**

Crime Details - **SOUTH CAROLINA CHARLESTON, SC**

OffenseDescription1: **NOT SPECIFIED** Crime County: **SOUTH CAROLINA CHARLESTON**	Sentence: **ActualReleaseDate=20120925** Arrest Date: **09/25/2012**

Crime Details - **SOUTH CAROLINA CHARLESTON, SC**

OffenseDescription1: **POSS OF COCAINE** Arresting Agency: **NCHAS** Crime County: **SOUTH CAROLINA CHARLESTON** OffenseCode: **44-53-445E**	Court: **GSC** Sentence: **ActualReleaseDate=20111006** Arrest Date: **10/05/2011**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD J PASOQUEN JR** DOB: **11/23/1979**, Born **40** Years Ago Address: [redacted] **(DORCHESTER COUNTY)** Gender: **M** Ethnicity: **OTHER** Is Sex Offender: **No** Source Name: **SOUTH CAROLINA DORCHESTER COUNTY SUMMARY COURTS** Source State: **SC**	**Match Indicators** First Name: O **Exact Match** Middle Name: O **Exact Match** Last Name: O **Exact Match** Date Of Birth: O **Exact Match** Age: O **Exact Match** Address: O **Exact Match** Height: X **Not Available On Record** Ethnicity: X **Not Available On Record**

Crime Details - **05/16/2013 - SOUTH CAROLINA DORCHESTER|DORCHESTER, SC**

OffenseDescription1: **ORDINANCE / INATTENTIVE DRIVING** Case Number: **54828GM** Crime County: **SOUTH CAROLINA DORCHESTER|DORCHESTER** Status: **DISPOSED** Crime Type: **TRAFFIC** OffenseCode: **182052847**	Charges Filed Date: **05/16/2013** Case Type: **TRAFFIC** Court: **DORCHESTER COUNTY SUMMERVILLE MUNICIPAL** Disposition: **GUILTY** Disposition Date: **05/28/2013**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD JOHN PASOQUEN** DOB: **1955**, Born **65** Years Ago Address: [redacted] **(DORCHESTER COUNTY)** Gender: **M** Is Sex Offender: **No** Source Name: **DORCHESTER COUNTY CIRCUIT COURT** Source State: **SC**	**Match Indicators** First Name: O **Exact Match** Middle Name: X **Not Matched** Last Name: O **Exact Match** Date Of Birth: X **Not Matched** Age: X **Not Matched** Address: O **Exact Match** Height: X **Not Available On Record** Ethnicity: X **Not Available On Record**

Crime Details - **07/03/2014 - DILLON|DORCHESTER, SC**

OffenseDescription1: **ORDINANCE / CARELESS DRIVING** Case Number: **66888GU** Crime County: **DILLON|DORCHESTER** Status: **DISPOSED** Crime Type: **TRAFFIC**	Charges Filed Date: **07/03/2014** Case Type: **TRAFFIC** Disposition: **PLED GUILTY** Disposition Date: **07/09/2014**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD JOHN PASOQUEN JR** Address: [redacted] **(DORCHESTER COUNTY)** Gender: **M** Ethnicity: **ASIAN** Is Sex Offender: **No** Source Name: **SOUTH CAROLINA BERKELEY COUNTY CIRCUIT COURTS** Source State: **SC**	**Match Indicators** First Name: O **Exact Match** Middle Name: X **Not Matched** Last Name: O **Exact Match** Date Of Birth: X **Not Available On Record** Age: X **Not Available On Record** Address: O **Exact Match** Height: X **Not Available On Record** Ethnicity: X **Not Available On Record**

Crime Details - **06/07/2011 - SOUTH CAROLINA BERKELEY, SC**

OffenseDescription1: **FINANTC / FINANCIAL TRANSACTION CARD FRAUD VALUE $500 OR LESS IN SIX MONTH PERIOD, BY CARDHOLDER** Case Number: **K002041** Crime County: **SOUTH CAROLINA BERKELEY** Status: **DISPOSED** OffenseCode: **0731**	Charges Filed Date: **06/07/2011** Case Type: **CRIMINAL-CLERK** Court: **GENERAL SESSIONS** Plea: **GUILTY** Disposition: **GUILTY** Arrest Date: **06/03/2011** Disposition Date: **04/03/2012**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD J PASQUEN JR** DOB: **1979,** Born **41** Years Ago Address: [redacted] **(DORCHESTER COUNTY)** Gender: **M** Ethnicity: **OTHER** Is Sex Offender: **No** Source Name: **SOUTH CAROLINA BERKELEY COUNTY SUMMARY COURTS** Source State: **SC**	**Match Indicators** First Name: O **Exact Match** Middle Name: O **Exact Match** Last Name: O **Exact Match** Date Of Birth: O **Marginally Matched** Age: O **Close Match** Address: O **Exact Match** Height: X **Not Available On Record** Ethnicity: X **Not Available On Record**

Crime Details - **12/30/2011 - SOUTH CAROLINA BERKELEY, SC**

OffenseDescription1: **DRUGS / POSS. OF 28G (1 OZ) OR LESS OF MARIJUANA OR 10G OR LESS OF HASHISH - 1ST OFFENSE** Case Number: **F370749** Crime County: **SOUTH CAROLINA BERKELEY** Status: **TIME PAYMENT** OffenseCode: **0659**	Charges Filed Date: **12/30/2011** Case Type: **CRIMINAL** Court: **CENTRAL CRIMINAL/TRAFFIC** Plea: **GUILTY** Disposition: **GUILTY** Disposition Date: **01/17/2012**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD J PASOQUEN JR**
Address: [redacted]
(DORCHESTER COUNTY)
Gender: **M**
Ethnicity: **WHITE**
Is Sex Offender: **No**
Source Name: **SOUTH CAROLINA CHARLESTON COUNTY CIRCUIT COURT**
Source State: **SC**

Match Indicators

First Name:	O **Exact Match**
Middle Name:	O **Exact Match**
Last Name:	O **Exact Match**
Date Of Birth:	X **Not Available On Record**
Age:	X **Not Available On Record**
Address:	O **Exact Match**
Height:	X **Not Available On Record**
Ethnicity:	X **Not Available On Record**

Crime Details - **10/06/2011 - SOUTH CAROLINA CHARLESTON, SC**

OffenseDescription1: **DRUGS / POSSESSION OF COCAINE, 1ST OFFENSE**
Case Number: **M614085**
Crime County: **SOUTH CAROLINA CHARLESTON**
OffenseCode: **3011**

Charges Filed Date: **10/06/2011**
Court: **GENERAL SESSIONS**
Disposition: **DISMISSED**
Arrest Date: **10/06/2011**
Disposition Date: **10/21/2011**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as Independent verification of anything displayed on this system.

Name: **EDWARD J PASOQUEN JR**
DOB: **1979**, Born **41** Years Ago
Address: [redacted]
(DORCHESTER COUNTY)
Gender: **M**
Ethnicity: **OTHER**
Is Sex Offender: **No**
Source Name: **SOUTH CAROLINA DORCHESTER COUNTY SUMMARY COURTS**
Source State: **SC**

Match Indicators

First Name:	O **Exact Match**
Middle Name:	O **Exact Match**
Last Name:	O **Exact Match**
Date Of Birth:	◇ **Marginally Matched**
Age:	◇ **Close Match**
Address:	O **Exact Match**
Height:	X **Not Available On Record**
Ethnicity:	X **Not Available On Record**

Crime Details - **03/31/2017 - SOUTH CAROLINA DORCHESTER, SC**

OffenseDescription1: **TRAFFIC / SEATBELT VIOLATION - NON-CRIMINAL**
Case Number: **6102P0067810**
Crime County: **SOUTH CAROLINA DORCHESTER**
Classification: **TRAFFIC**
OffenseCode: **2886**

Charges Filed Date: **03/31/2017**
Court: **SUMMERVILLE MAGISTRATE**
Disposition Date: **04/18/2017**

Crime Details - **02/13/2017 - SOUTH CAROLINA DORCHESTER, SC**

OffenseDescription1: **TRAFFIC / SPEEDING, MORE THAN 10 BUT LESS THAN 15 MPH OVER THE SPEED LIMIT**
Case Number: **5102P0678394**
Crime County: **SOUTH CAROLINA DORCHESTER**
Crime Type: **TRAFFIC**
Classification: **TRAFFIC**
OffenseCode: **2101**

Charges Filed Date: **02/13/2017**
Court: **SUMMERVILLE MAGISTRATE**
Disposition: **GUILTY**
Disposition Date: **05/30/2017**

Crime Details - **03/31/2017 - DILLON|DORCHESTER, SC**

OffenseDescription1: **TRAFFIC / SEATBELT VIOLATION**
Case Number: **6102P0067810**
Crime County: **DILLON|DORCHESTER**

Charges Filed Date: **03/31/2017**
Case Type: **TRAFFIC**
Disposition: **FORFEITURE / CRIMINAL TRAFFIC**

Status: **DISPOSED**
Crime Type: **TRAFFIC**

Disposition Date: **04/18/2017**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD JOHN PASOQUEN**
Address: [redacted]
(DORCHESTER COUNTY)
Gender: **M**
Ethnicity: **ASIAN**
Is Sex Offender: **No**
Source Name: **BERKELEY COUNTY CIRCUIT COURT**
Source State: **SC**

Match Indicators

First Name:	O **Exact Match**
Middle Name:	X **Not Matched**
Last Name:	O **Exact Match**
Date Of Birth:	X **Not Available On Record**
Age:	X **Not Available On Record**
Address:	O **Exact Match**
Height:	X **Not Available On Record**
Ethnicity:	X **Not Available On Record**

Crime Details - 06/07/2011 - BERKELEY, SC

OffenseDescription1: **FINANTC / FINANCIAL TRANSACTION CARD FRAUD VALUE $500 OR LESS IN SIX MONTH PERIOD, BY CARDHOLDER**
Case Number: **K002041PASEDW**
Crime County: **BERKELEY**
Crime Type: **MISDEMEANOR**
OffenseCode: **0731**

Charges Filed Date: **06/07/2011**
Case Type: **MISDEMEANOR C**
Court: **SC BERKELEY COUNTY CIRCUIT COURT**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD JOHN PASOQUEN JR**
Address: **SUMMERVILLE, SC 29483 (DORCHESTER COUNTY)**
Gender: **M**
Source State: **VA**

Match Indicators

First Name:	O **Exact Match**
Middle Name:	X **Not Matched**
Last Name:	O **Exact Match**
Date Of Birth:	X **Not Available On Record**
Age:	X **Not Available On Record**
Address:	O **Zip Matched**
Height:	X **Not Available On Record**
Ethnicity:	X **Not Available On Record**

Crime Details - 09/10/2018 - VA

OffenseDescription1: **RD-SP IN EXCESS 80 MPH-MISD**
Case Number: **GT18013615-00**
Crime Type: **MISDEMEANOR**
OffenseCode: **A.46.2-862**
DegreeOfOffense: **MISDEMEANOR**

Charges Filed Date: **09/11/2018**
Offense Date: **09/10/2018**

WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.

Name: **EDWARD J PASOQUEN JR** Address: **SUMMERVILLE, SC 29483 (DORCHESTER COUNTY)** Gender: **M** Ethnicity: **WHITE** Is Sex Offender: **No** Source Name: **VIRGINIA ADMINISTRATOR OF THE COURTS DISTRICT COURTS WEBSITE** Source State: **VA**	**Match Indicators** First Name: **O Exact Match** Middle Name: **O Exact Match** Last Name: **O Exact Match** Date Of Birth: **X Not Available On Record** Age: **X Not Available On Record** Address: **O Zip Matched** Height: **X Not Available On Record** Ethnicity: **X Not Available On Record**

Crime Details - **12/11/2018 - VA**

OffenseDescription1: **81/70 RD** Case Number: **595GT19000636-00** Classification: **MISDEMEANOR** OffenseCode: **A.46.2-862**	Charges Filed Date: **01/11/2019** Court: **EMPORIA COMBINED** Court Costs: **$91.00** Fines: **$120.00** Disposition: **GUILTY** Offense Date: **12/11/2018**

Possible Employers (None Found)

Address Summary (5 Found)

2629 ORCHID AVE, NORTH CHARLESTON, SC 29405-6820 (CHARLESTON COUNTY) (02/28/2019 to 05/08/2020)
[redacted] SUMMERVILLE, SC 29483-3930 (DORCHESTER COUNTY) (02/01/1992 to 05/04/2020)
[redacted] SUMMERVILLE, SC 29485-5319 (DORCHESTER COUNTY) (11/2016 to 09/12/2019)
[redacted] SUMMERVILLE, SC 29485-5319 (DORCHESTER COUNTY) (11/03/2016 to 02/13/2019)
[redacted] SUMMERVILLE, SC 29485-5319 (DORCHESTER COUNTY) (03/18/2013 to 12/2016)

Address Details (5 Found)

2629 ORCHID AVE, NORTH CHARLESTON SC 29405-6820 (CHARLESTON COUNTY) (02/28/2019 to 05/08/2020) [Back to Summary]
Subdivision Name: **BRENTWOOD**
Owner:
CONREX ML PORTFOLIO 2019-01 OP
Purchase Date: **11/15/2019**
Purchase Price: **$5,874,449**
Assessed Value: **$3,450**
Living Square Feet: **1,966**
Land Square Feet: **8,856**

[redacted] **SUMMERVILLE SC 29483-3930 (DORCHESTER COUNTY)** (02/01/1992 to 05/04/2020) [Back to Summary]
Owner:
GRALIN HAMPTON [View Person Record]
Purchase Date: **08/03/1984**
Purchase Price: **$21,622**
Living Square Feet: **1,025**
Land Square Feet: **7,818**

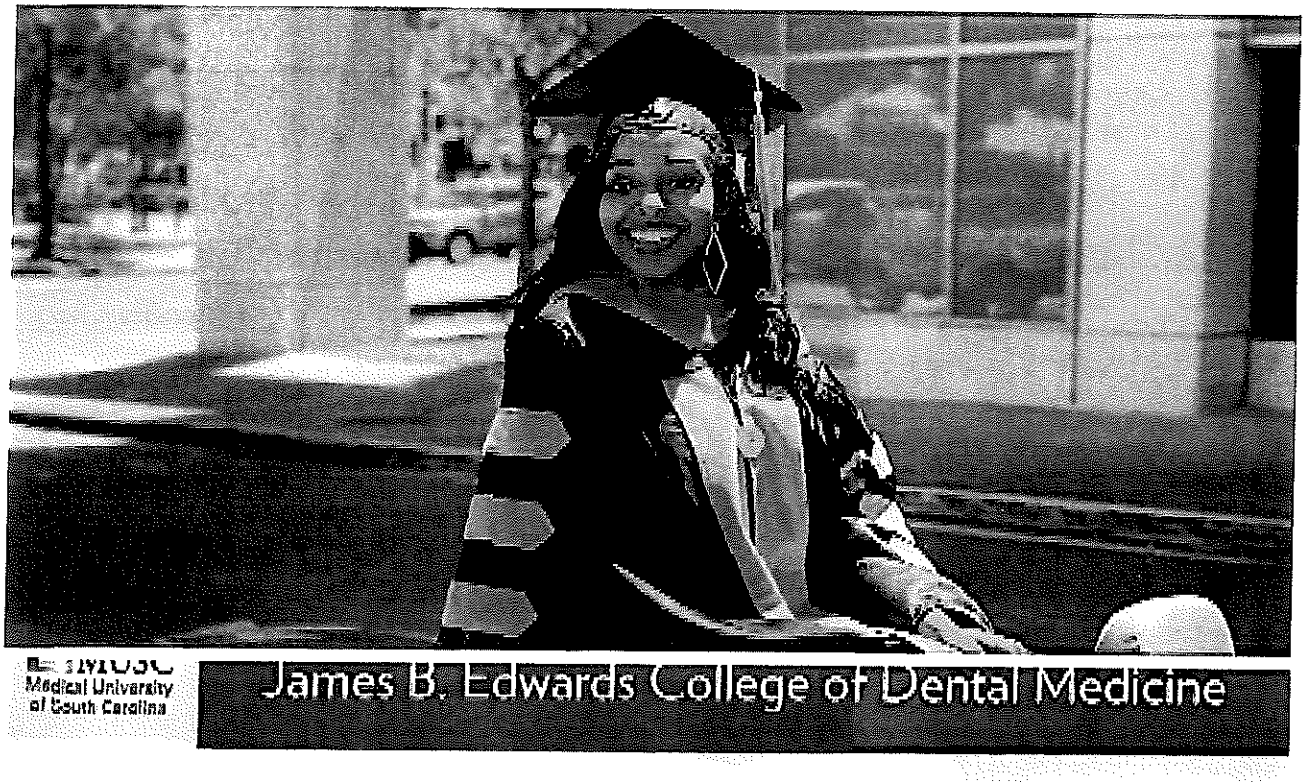
[redacted] **SUMMERVILLE SC 29485-5319 (DORCHESTER COUNTY)** (11/2016 to 09/12/2019) [Back to Summary



Deon Tedder is at **MUSC College of Dental Medicine**

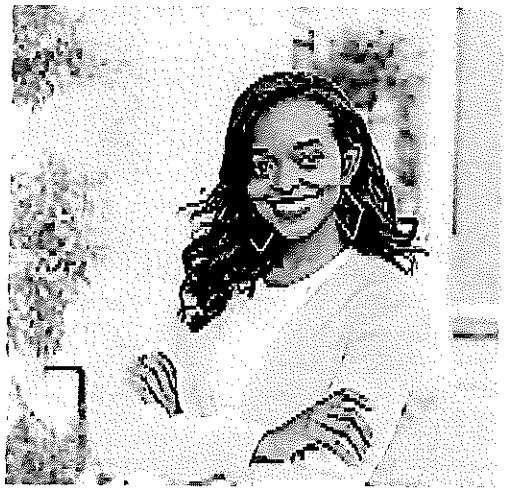
May 16 at 6:34 PM · Charleston, SC ·

Huge Congrats to Dr. Broughton! You've reached yet another milestone in your life. Your hard word, perseverance and dedication has paid off but this is only the beginning! So proud of you and happy to be on this journey with you. The future is limitless! #DentistBae #BlackGirlMagic #2020 @ MUSC College of Dental Medicine



Proudly Introduces

Dr. Jillian Broughton



Future Plans:

EXHIBIT 12

Like Comment Send

Advanced Education in General Dentistry

The University of Tennessee AEGD Program is a one-year CODA approved (with reporting requirements), advanced training program located in vibrant Nashville, Tennessee. The program focuses on the preparation of residents in different disciplines of dentistry for private practice and specialty training through improvement of dental skills and knowledge for patient care and to build their confidence and independence while making sound judgment. The program begins on July 1st and ends June 30th of the following year and consists of six (6) residents participating over a twelve (12) month period supervised by general practitioners and specialists. It provides advanced clinical training beyond that achieved in dental school. The knowledge gathered in the AEGD Program supplements the dental school pre-doctoral curriculum. The didactic component is year-long on varying topics that include: pain management, diagnosis and treatment planning, esthetic dentistry, dentures, crown and bridge, dental implants, orthodontics for the general practitioner, dental emergencies, medical emergency in the dental office, implant dentistry, cultural sensitivity, law pertaining to dentistry, and practice management. The program is focused on the improvement of clinical skills and applicable knowledge that will improve patient care. A focus will be on the aspect of diagnosis and treatment planning of cases.

Critical thinking, decision-making skills, and sound reasoning will be enhanced utilizing case presentations to determine the reasoning for the Residents course of treatment and treatment options for patients. Competency, ethics, and professionalism are stressed in the program to achieve independence and confidence for private practice or a recognized dental specialty and to enhance the profession of dentistry. Residents will provide comprehensive care to patients of diverse population. Residents will get supervision and training in the fields of prosthodontics, operative dentistry, pediatric dentistry, endodontics, dental implantology. In the course of the next twelve months, you will learn how to safely manage patients that are medically compromised and how to diagnose and treat patients of varying ages with different backgrounds and provide quality care. You will have opportunities to diagnose, treatment plan, and execute complex cases that may range the term of a year. There will also be lectures on pain management and orthodontic for the general practitioner. Residents will

Admission (/dentistry/educational-programs/postgrad/admis

General Policies (/dentistry/educational-programs/postgrad/policie

Course Descriptions (/dentistry/educational-programs/postgrad/aegd-courses.php)

For further information

regarding The University of Tennessee Health Science Center AEGD Program, please review the information provided on the University of Tennessee Website or contact the program at **UTNashAEGD@ascension.org (mailto:UTNashAEGD@ascension.c**



have an opportunity to learn about implants and their application in patient care. The Residents will experience new modern technology in a newly constructed facility.

The program provides time within the work week schedule for emergency patients thus, no on-call schedule and no weekend calls. There are 10 federally observed holiday and a winter recess. At the end of the program, residents will have the necessary experience, confidence, and independence to proceed into general practice or proceed into a specialty training. Upon completion of the program, Residents receive a Certificate of Advanced Education in General Dentistry. We welcome diversity and residents with an attitude for learning and acceptance. The selection of candidates is made without regard to an individual's gender, religion, color, creed, age, race, sexual orientation, citizenship, or other federally protected classes. Applicants must be graduates of an accredited U.S. or Canadian Dental School and have passed the National Board Dental Examination Part I and Part II. Since The University of Tennessee Health Science Center AEGD Program participates in the PASS (**https://portal.passweb.org (https://portal.passweb.org)**) application process, but does not participate in the Match. All interested applicants must apply through PASS and will then be contacted for interview scheduling.

For more information, you can reach the program at **UTNashAEGD@ascension.org (mailto:UTNashAEGD@ascension.org)**.

Stipends, Objectives and Curriculum

Stipends +

Educational Objectives +

Program Objectives +

First Year Curriculum +

Contact Us

Program Links



EXHIBIT
14 277

Your Current Reference ID: **NONE**
1 Result Found for people named **JILLIAN BROUGHTON** located at **1755 CENTRAL PARK ROAD UNIT 6209, CHARLESTON, SOUTH CAROLINA 29412 (CHARLESTON COUNTY)**.

JILLIAN E BROUGHTON , 26 Years Old (Charleston, SC, Mauldin, SC) **1755 CENTRAL PARK RD UNIT 6209, CHARLESTON, SC (08/08/2017 to**

[redacted]

SSN: [redacted]
Issued: **SOUTH CAROLINA 1993-1994**

Other People who have used this SSN. This does not usually indicate fraud.
ROQUAWN REMBERT
LUCRETHIA SMITH

Date of Birth
DOB: [redacted]
Age: **26**

Gender: **Female**

Dates at Searched Location:
08/08/2017 to **05/18/2020**

Driver's License Detail:
DL#: [redacted]
DL State: **SC**
Reported Date: **08/03/2011**
JILLIAN E BROUGHTON
[redacted]
MAULDIN, SC 29662-2762 (GREENVILLE COUNTY)
DOB: **09/14/1993**

Possible Relatives
Curtis W Broughton [redacted] Age: **65**
Lajola Broughton 1[redacted] Age: **38**
Marc Allan Broughton [redacted] Age: **34**
Pamela Jones Broughton [redacted]
Age: **62**

Indicators
Bankruptcies: **None Found**
Liens: **None Found**
Judgments: **None Found**
Utilities: **3 Found**

Cities
Charleston, SC (08/28/2015 to 05/18/2020)
Mauldin, SC (03/01/2002 to 04/03/2020)

Possible Phones
([redacted] (ET) (M) (88%)
([redacted] (ET) (L) (86%)
([redacted] (ET) (L) (66%)

Counties
Charleston County, SC (08/28/2015 to 05/18/2020)
Greenville County, SC (03/01/2002 to 04/03/2020)

Possible Email Addresses
[redacted]

Address History
1755 CENTRAL PARK RD UNIT 6209, CHARLESTON, SC 29412-2850 (CHARLESTON COUNTY) (08/08/2017 to 05/18/2020)
Subdivision Name: **REGATTA ON JAMES ISLAND**
Address contains: **212** units
Current Commercial Phone at address
(843) 406-0375 (ET) - ON JAMES ISLAND REGATTA
[redacted]**C 29662-2762 (GREENVILLE COUNTY)** (03/01/2002 to 04/03/2020)
Subdivision Name: **BROOKSIDE**
Subject's Phone
(864) 234-5317 (ET) - CURTIS BROUGHTON
215 PROMENADE VISTA ST APT 4004, CHARLESTON, SC 29412-5126 (CHARLESTON COUNTY) (08/28/2015 to 09/2016)
Address contains: **280** apartments

Exh 15

Current Plate

VIN: 5TDZT38A61S056617 **Year:** 2001 **Make:** TOYT **Model:** SEQUOIA **Body:** SU
Empty Weight: 4500

Title Number [redacted]
Status: CURRENT TITLE

Issue Date: 12/03/2019 **Dup:** N

Owner Number: ~~38742572~~
Owner Name: LIPSCOMB, ALANA CRIS
Owner Address: 2629 ORCHID AVE NORTH CHARLESTON SC, 294056820

Last Transaction: NEW REGISTRATION **Transaction Date:** 12/03/2019

Plate Number: SGC293
Date of Issue: 12/04/2019
GVW: 0
County: 10 - CHARLESTON
Plate Class: RP2 REGULAR PLATE
Plate Exp Date: 11/30/2021
Empty Weight: 4500
Municipality: 0
Decal Iss Date:
Equip Number:
School District: 00
Vehicle Type: 1
Decal Exp Date: 11/30/2020
Annual Fee: $40.00
Vehicle Housed Address: 2629 ORCHID AVE NORTH CHARLESTON SC, 294056820

End of Report

Certified to be a true and correct copy of the original document on file with the South Carolina Department of Motor Vehicles.

[redacted] Service Delivery Director

Exh 16

Current Title

VIN: [redacted]
New/Used: USED
Year: 2001 **Make:** TOYT **Model:** SEQUOIA **Body:** SU
Empty Weight: 4500

Title Number: [redacted]
Purchase Date: 11/22/2019
Odometer: 0
Sale Price: $5,285.71
Vehicle Brands:
None.

Status: CURRENT TITLE
Issue Date: 12/03/2019
Legend: EXEMPT
Trade-In Amount: $0.00

Dup: N
Salvage %: 0
Sales Tax Number: 0

Owner Number: [redacted]
Owner Name: LIPSCOMB, ALANA CRIS
Owner Address: 2629 ORCHID AVE NORTH CHARLESTON SC, 294056820

Prior Title State: GA
Prior Title Number: [redacted]

End of Report

Certified to be a true and correct copy of the original document on file with the South Carolina Department of Motor Vehicles.

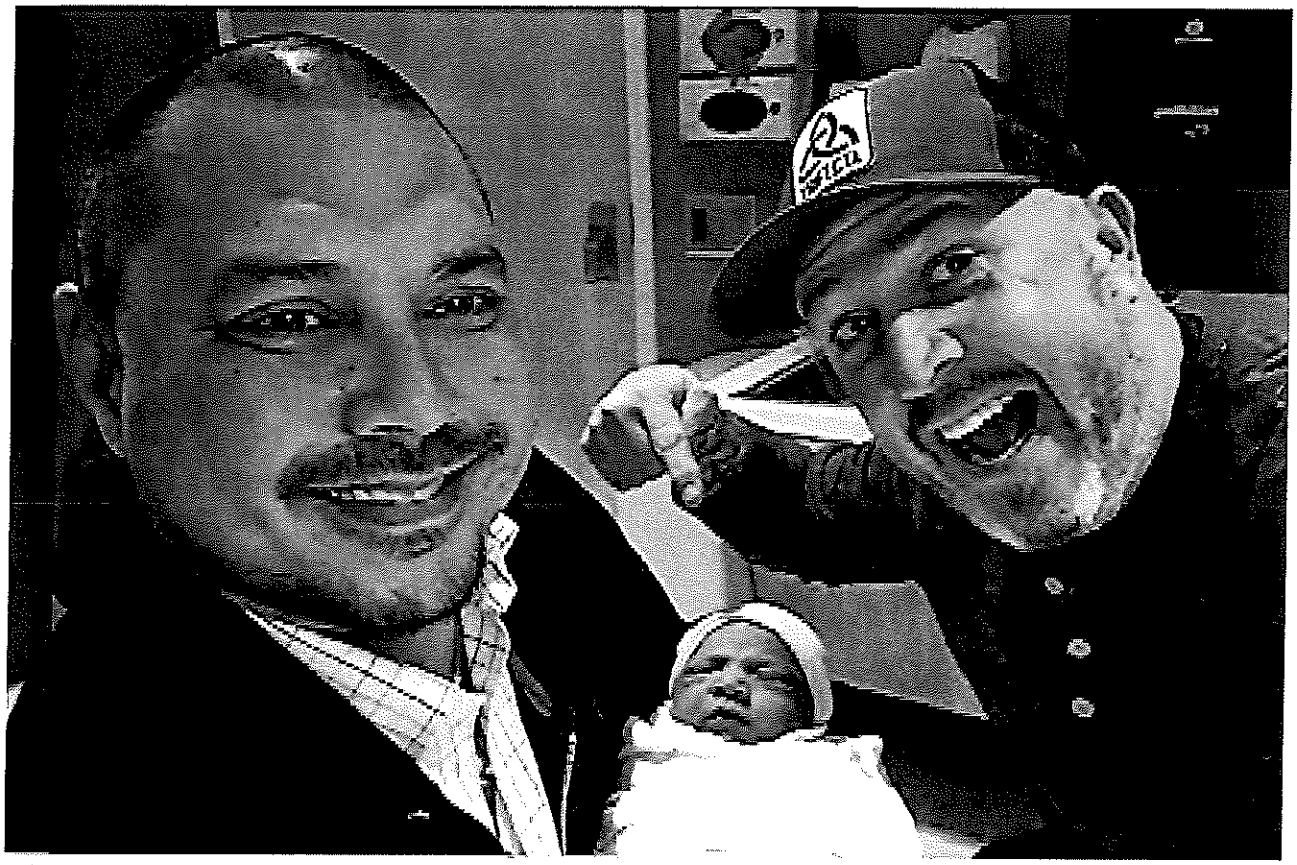
Laura M Bayne
Customer Service Delivery Director

Home About Photos Videos Posts Events

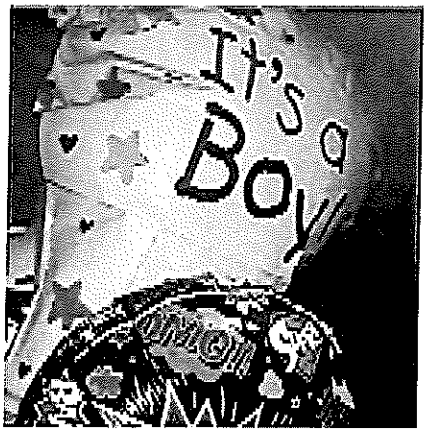
Trifecta Security
February 6 ·

I want to take a moment and say how proud we are here at Trifecta to welcome the newest part of the crew Mr. Edward Pasoquen III. He came rolling in HOTT on 2/5/2020 at 7lbs 20.5inches healthy and strong!! Mom and dad are doing awesome!!

BAMMM BABY JOHN IS HERE!!!!









Alana Lipscomb

Alana Lipscomb
February 6 ·

EJP- 2/5/2020 - 7pounds 5oz- 20 1/2 inches



70 55 Comments 2 Shares

Like Comment Share

Ex 202 | 8

MARK A. PEPER, ESQ.
MARK@PEPERLAWFIRM.COM

MARVIN R. PENDARVIS, ESQ.
MARVIN@PEPERLAWFIRM.COM

BRENNA D. WILES, ESQ.
BRENNA@PEPERLAWFIRM.COM

WWW.PEPERLAWFIRM.COM

THE PEPER LAW FIRM, PA
548 Savannah Highway
Charleston, SC 29407
843.225.2520 (O)
843.225.2554 (F)

May 28, 2020

CC Board of Elections and Voter Registration
4367 Headquarters Rd.
North Charleston, SC 29405

Re: Voter Registration Challenge of Deon T. Tedder

Dear Madame Chair:

I hope this correspondence finds you and your fellow board members doing well and staying safe. As discussed in our status conference yesterday, my office has been retained to represent the interests of Mr. Tedder at tomorrow's hearing in reference to the voter registration challenge filed by Tiffany Spann-Wilder on May 20, 2020.

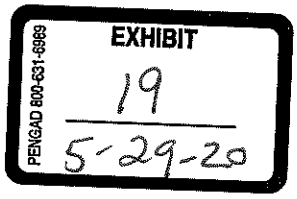
In support of Mr. Tedder's position that he meets the voter registration qualifications as set forth in S.C. Code Ann. §7-5-120, please find enclosed the following documents:

1. Affidavit of Deon T. Tedder, with references to:
   - Exhibit A: Acceptance Letter from UT – Nashville to Jillian Broughton
   - Exhibit B: Sub-Lease for Mr. Tedder's primary residence
   - Exhibit C: Employer Payroll Report for Mr. Tedder
   - Exhibit D: SC Voter Change of Address Form / Voter Registration Certificate
   - Exhibit E: Statement of Intention of Candidacy and Party Pledge
   - Exhibit F: SCDMV Record / SCDL of Mr. Tedder
   - Exhibit G: Order of US District Judge J. Michelle Childs

Given the supporting documents enclosed herein, it is clear that Mr. Tedder is a qualified voter pursuant to S.C. Code Ann. § 7-5-120 and this Board should promptly deny the voter registration challenge filed by Mrs. Spann-Wilder through its power vested in it by S.C. Code Ann. § 7-5-230. With best regards, I am

Sincerely,

Mark A. Peper, Esq.



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT OF DEON T. TEDDER

PERSONALLY APPEARED, before me, DEON T. TEDDER, who after being duly sworn, states the following:

1. That I am over the age of 18, a resident of Charleston County, and am qualified and competent to issue this Affidavit.

2. That upon graduating from the University of South Carolina School of Law, I accepted a clerkship with the Honorable Casey Manning and resided in Columbia, SC during my employment.

3. That in August 2016, I accepted employment with Sandy Senn, Esq. and moved from Columbia, SC to 215 Promenade Vista Street, Apartment 4004 in Charleston, SC 29412.

4. That in October 2017, I accepted employment with Tiffany R. Spann-Wilder, Esq., the petitioner in the matter pending before this Board.

5. That in November 2017, I moved in with my girlfriend, Jillian Broughton, at 1755 Central Park Road, Unit 6209, Charleston, SC 29412.

6. That in June 2018, I accepted employment with David Aylor Law Offices.

7. That on or about February 19, 2020, my girlfriend was offered and accepted the PGY-1 position in the General Dentistry Residency Program at the University of Tennessee-Nashville and informed me that she would be relocating to Nashville, TN. *See* Exhibit A.

8. That on February 28, 2020, I moved to 2629 Orchid Avenue, North Charleston, SC 29405 and entered into a sub-lease agreement with Edward Pasoquen. *See* Exhibit B.

9. That on or about March 1, 2020, I notified my employer that my primary residence had changed to 2629 Orchid Avenue, North Charleston, SC 29405. *See* Exhibit C.

10. That on March 17, 2020, I completed a SC Voter's Change of Address form at the Charleston County Board of Elections and Voter Registration and was issued a voter registration certificate reflecting my primary residence of 2629 Orchid Avenue, North Charleston, SC 29405. *See* Exhibit D.

11. That on March 23, 2020, I filed a Statement of Intention of Candidacy and Party Pledge for State House of Representatives, District 109. *See* Exhibit E.

12. That I was qualified by the South Carolina Democratic Party and certified to be a candidate for State House of Representatives, District 109 in the June 2020 primary and November 2020 general election.

13. That on May 14, 2020, I presented to a local branch of the SCDMV and obtained a South Carolina Driver's License to reflect my primary residence of 2629 Orchid Avenue, North Charleston. *See* Exhibit F.

14. That on May 25, 2020, United States District Judge J. Michelle Childs issued an Order finding me to be a registered voter in South Carolina and a candidate in the June 9, 2020 primary.[1] *See* Exhibit G (specifically, p.27, ¶ 9.)

15. That I do not own any real or personal property.

16. That pursuant to SC Code Section 7-5-120 and SC Code Section 7-1-25(D), I am a qualified voter in Charleston County for Congressional District 06, State Senate District 42, State House District 109, County Council District 05, School District 04, City Council District 05, Municipal District 141, and Magistrate Jury District 104.

FURTHER THE AFFIANT SAYETH NAUGHT!

Deon T. Tedder

DEON T. TEDDER

SWORN to before me this
28th day of May, 2020

Notary Public for South Carolina
My Commission Expires: 12/19/2027

JESSICA M. FORD
Notary Public-State of South Carolina
My Commission Expires
December 19, 2027

[1] *See* Entry Number 65 in Civil Action No.: 3:20-cv-01730-JMC filed 5/25/20 for a full copy of the "Findings of Fact, Conclusions of Law, and Order and Opinion Granting in Part Plaintiff's Motion for Preliminary Injunction" related to the witness requirement of absentee voting in the 2020 election cycle.

THE UNIVERSITY OF TENNESSEE HEALTH SCIENCE CENTER
COLLEGE OF DENTISTRY NASHVILLE

Advanced Education
In General Dentistry
Residency Program
Matthew Walker CHC
1035 14th Ave North
Nashville, TN 37208

February 13, 2020

Dear Jillian,

Congratulations! It is my pleasure to offer you a position as a resident in the UTHSC-Nashville Advanced Education in General Dentistry (AEGD) Residency Program effective July 1, 2020 as a PGY–1.

This letter shall serve as an official letter of offer as a PGY–1 resident at an annual base salary of $[redacted]. If this offer is acceptable to you, please acknowledge your acceptance by signing and returning one copy to Alyssa Miller. Please keep the original copy for your records. The terms and conditions of your employment as a resident in the AEGD program are governed by the Resident Contract that you must complete and sign for this offer to be effective. Resident Contracts are issued by the Graduate Medical Education Department of the University of Tennessee Health Science Center.

Please understand that this offer is contingent upon your successful completion of dental school prior to the start of this program. This offer is also contingent upon the completion of a satisfactory background check that is required by University policy for this position.

Once again, I would like to welcome you to the University of Tennessee Nashville AEGD Residency Program. If you have any questions, please feel free to contact me.

Sincerely,

Robyn Mays, D.D.S.
Program Director | AEGD Residency Program
University of Tennessee Health Science Center College of Dentistry – Nashville

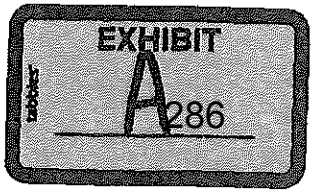
---

By signing below, I Jillian Broughton hereby accept the PGY–1 position in the University of Tennessee-Nashville Advanced Education in General Dentistry Residency Program.

Jillian Broughton
Signature

2-19-20
Date

Scanned with CamScanner



RESIDENTIAL SUB-LEASE RENTAL AGREEMENT

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

State of South Carolina
County of CHARLESTON

This rental agreement made at NORTH CHARLESTON, South Carolina, this 28 day of FEBRUARY 2020, between DEON T. TEDDER Sub-lessee(s) (hereinafter called "**TENANT**"), and EDWARD PASOQUEN Sub-lessor (hereinafter called "**LANDLORD**"), shall provide as follows:

THE ☐ LANDLORD ☐ TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.

2. **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 CHARLESTON, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:
2629 ORCHID AVENUE, NORTH CHARLESTON, SC 29405 - PARCEL ID: 411-05-00-091

3. **TERMS:** This Rental Agreement shall commence on the 28 day of FEBRUARY, 2020, and end on the 27 day of FEBRUARY, 2021. 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.

4. **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.)

5. **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.

6. **RENT:** Tenant agrees to pay Landlord a rent of $ 500.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of $ 6,000.00. The rent is payable to: EDWARD PASOQUEN 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 $ 2.50 per day if rent is paid after the 7 day of the month, and an additional fee of $ 5.00 after the 15 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 $ 25.00 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.

[DT] TENANT [____] TENANT AND [EP] LANDLORD HAVE READ THIS PAGE. Form 410

www.zipLogix

EXHIBIT
27

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: DEON TEDDER AND JOHN PASOQUEN

In no event shall more than 2 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 N/A 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.

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 with 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.

17. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the _____, _____ area, and shall receive permanent change of station orders out of the _____ _____ 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:

(a) 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

(b) 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.

Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the landlord shall return security deposit to the tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the tenant's security deposit if the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, with proper accounting as required by law.

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 $ 500.00 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.

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 (5) business days after receiving notice from 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.

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, its 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 Landlord has no notice of the violation of the duties, fourteen (14) days before rent is 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 to 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.

36. **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.

[DL] TENANT [____] TENANT AND [GL] LANDLORD HAVE READ THIS PAGE.

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

Mail: 2629 ORCHID AVENUE, NORTH CHARLESTON SC 29405

Phone: (Home) _____ (Work) _____

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. **MEGAN'S LAW:** The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

41. **ENTIRE AGREEMENT.** This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

42. **NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

43. **ADDITIONAL TERMS:** _____

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.

TENANT [___] TENANT AND [ ] LANDLORD HAVE READ THIS PAGE.

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. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

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

Tenant _____ Witness to Tenant _____

Tenant's Email Address: _____

Phone: _____ Fax: _____

Tenant _____ Witness to Tenant _____

Tenant's Email Address: _____

Phone: _____ Fax: _____

Landlord _____ Witness to Landlord _____

LANDLORD'S AGENT AND COMPANY N/A

TENANT'S AGENT AND COMPANY N/A

TENANT'S AGENT IS PRESENTING THIS AGREEMENT AS A ☐ TENANT'S AGENT OR ☐ SUBAGENT OF THE 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®

Company Code	Loc/Dept	Number	Page
RU7GTF 23241463	01/	3735573	1 of 1

David Aylor Law Offices LLC
24 Broad Street
Charleston, SC 29401

Earnings Statement

Period Starting: 02/29/2020
Period Ending: 03/14/2020
Pay Date: 03/13/2020

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 2
State: 2
Local: 0
Social Security Number: XXX-XX-XXXX

Tax Override:
Federal:
State:
Local:

Deon Tedder
2629 Orchid Ave.
North Charleston, SC 29405

Earnings	rate	hours/units	this period	year to date
Regular		0.00	[redacted]	[redacted]
Commission		0.00	[redacted]	[redacted]
Gross Pay			$[redacted]	$[redacted]

Statutory Deductions	this period	year to date
Federal Income	[redacted]	[redacted]
Social Security	[redacted]	[redacted]
Medicare	[redacted]	[redacted]
South Carolina State Income	[redacted]	[redacted]

Net Pay Adjustments	this period	year to date
*Cell Phone	[redacted]	[redacted]
*Health Ins	[redacted]	[redacted]
*Mileage	[redacted]	[redacted]

Net Pay [redacted]

Deposits

account number	transit/ABA	amount
XXXXXX[redacted]	XXXXXXXXX	[redacted]

Your federal taxable wages this period are [redacted]
* Excluded from Federal taxable wages

David Aylor Law Offices LLC
24 Broad Street
Charleston, SC 29401

Pay Date: 03/13/2020

Deposited to the account	account number	transit/ABA	amount
Checking DirectDeposit	XXXXXX[redacted]	XXXXXXXXX	[redacted]

THIS IS NOT A CHECK

Deon Tedder
2629 Orchid Ave.
North Charleston, SC 29405

EXHIBIT 95

You are now registered to vote in the State of South Carolina. Your official notification of registration is attached. To vote at your polling place, you must present one of the following types of identification:

- S.C. Driver's License
- ID Card issued by S.C. Department of Motor Vehicles
- S.C. Voter Registration Card with Photo
- Federal Military ID
- U.S. Passport

Congr	Senate	House	County Council	School	City Council	Atmos	Magis Jury
06	42	109	05	04	05	344	164

Dean T Tedder
2629 Orchid Ave
North Charleston, SC 29405

STATE OF S.C. VOTER REGISTRATION NOTIFICATION

COUNTY CHARLESTON
PRECINCT N Charleston 4

REG NO 170194627 REG DATE 9/24/2012

Tedder, Dean T
2629 Orchid Ave
North Charleston, SC 29405

SIGNATURE OF ELECTOR
FOLD HERE

SEX Male RACE Black/AA DOB 4/26/1990

VOTE AT
Queen Academy Of Tech
3711 Gordon Street

COUNTY/STATE ELECTION OFFICIAL

SC Voter's Change of Address

This form cannot be used if your county of residence has changed. You must register in your new county.

REGISTRATION NUMBER | BIRTHDATE: Month 04 Day 26 Year 1990

NAME (as registered) Last Tedder First Dean MI T Suffix (Jr, Sr, etc.)

NAME CHANGE Last First MI Suffix (Jr, Sr, etc.)

OLD ADDRESS Street 215 Promenade Vista St, Apt 4054
City Charleston State SC Zip Code 29418

NEW ADDRESS Street 2629 Orchid Ave. Inside City Limits ☑ Yes ☐ No
City North Charleston State SC Zip Code 29405

MAIL ADDRESS (if different from above) Street or PO Box
City State Zip Code

PHONE Home 919-619-3971 Work Student Identification Number

COPY

☑ I hereby authorize the county board of voter registration to make the above changes.

☑ I request the county board of voter registration to mail me a DUPLICATE voter registration certificate.

Signature of Voter Dean T. Tedder Date 3/17/2020

Users responsibility 2 1 (3)

EXHIBIT D296

Statement of Intention of Candidacy & Party Pledge

This form must be filed with the appropriate election office by any candidate seeking a political party's nomination. All information on this form will be made available to the public at the time of filing. For more information, visit www.scVOTES.org/candidate-information.

Name	Deon T. Tedder			**Party**	Democratic
Office	South Carolina House of Representatives			**District**	109
Voter Reg. #	[redacted]	**Primary or Convention Date**	06/09/2020	**Election Date**	11/03/2020

Name on ballot may be any combination of a candidate's given name, derivative of the given name, or nickname. A derivative name or nickname must be used in good faith for honest purposes and may not imply professional or social status, an office, or military rank. A nickname may not exceed 15 letters.

Name on Ballot	Deon Tedder
Name pronunciation, if necessary, for audio ballot (e.g., Jackson Gervais: jur-VAY)	

Candidate Contact Information *(address not required to be residence address)*

Address	3844 Leeds Ave.	**City**	North Charleston	**Zip**	29405
Phone	843-732-6353	**Email**	tedderdt@gmail.com		

Party Pledge *(Party Pledge not applicable to designees for the Office of Lieutenant Governor)*

I hereby file my notice as a candidate for the nomination as South Carolina House of Representatives 109 in the primary election or convention to be held on 06/09/2020. I affiliate with the Democratic Party, and I hereby pledge myself to abide by the results of the primary or convention. I shall not authorize my name to be placed on the general election ballot by petition and will not offer or campaign as a write-in candidate for this office or any other office for which the party has a nominee. I authorize the issuance of an injunction upon ex parte application by the party chairman, as provided by law, should I violate this pledge by offering or campaigning in the ensuing general election for election to this office or any other office for which a nominee has been elected in the party primary election, unless the nominee for the office has become deceased or otherwise disqualified for election in the ensuing general election.

Candidate's Oath

I hereby affirm that I meet, or will meet by the time of the general or special election, or as otherwise required by law, the qualifications for this office.

Candidate Signature Deon T. Tedder **Date** 3/23/2020

Candidate must sign in the presence of an Election Official or Notary Public.

Election Official Signature	Glenn A Cain				
Date Received	3-23-2020	**Time Received**	3:53pm	☐ SEC ☒ Chas	County Board

For use if candidate signs in presence of Notary Public

Name of Notary Public		**My Commission Expires**	
Signature of Notary Public			

EXHIBIT 297

SEC FRM 1009-201803

OFFICIAL 10 YEAR DRIVER RECORD

Customer No: [redacted] **Driver License No:** [redacted]
Name: TEDDER, DEON TERRELL
Address: 2829 ORCHID AVE
City: NORTH CHARLESTON **State:** SC **Zip:** 294056820
County: CHARLESTON
DOB: [redacted]/1990 **Sex:** M **Driver Training:** N

Status - DL: NO SUSPENSION **CDL:** NO DISQUALIFICATION

License Information

Type	Class	Function	Issued	Expires	First Issued	Rest.	Endor.	Document Identifier (ACN / DDN)
Current								
DL	DM	Reissue	05/14/2020	05/14/2028	05/14/2020	N	N	[redacted]
Prior								
DL	DM	Original	05/14/2020	05/14/2028	05/14/2020	N	N	[redacted]

Address Change -

Date Changed: 05/14/2020
Address: 1312 TRALEA DR
City: DURHAM **State:** NC **Zip:** 277074737

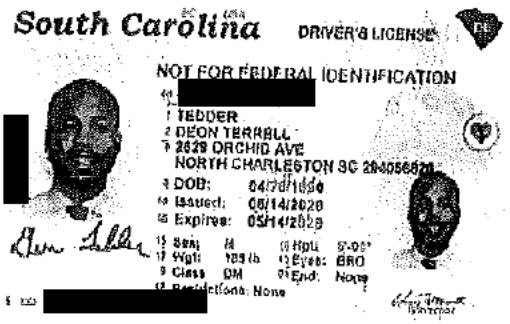
Point Summary

Total Current Points: 0
Driver Credit: -0
Adjusted Current Points: 0

OOS Driver License Surrendered

OOS License No: [redacted] **OOS Jurisdiction:** NC **Issued:** 04/25/2017
Date Surrendered: 05/14/2020
Reason for Return: OOS LICENSE EXCHANGE FOR SC LICENSE

End of Report


South Carolina DRIVER'S LICENSE
NOT FOR FEDERAL IDENTIFICATION
[redacted]
1 TEDDER
2 DEON TERRELL
3 2829 ORCHID AVE
NORTH CHARLESTON SC 294056820
4b DOB: 04/[redacted]/1990
4a Issued: 05/14/2020
4b Expires: 05/14/2028
15 Sex: M 16 Hgt: 5'-09"
17 Wgt: 185 lb 18 Eyes: BRO
9 Class: DM 9a End.: None
12 Restrictions: None
[redacted]

Certified to be a true and correct copy of the original document on file with the South Carolina Department of Motor Vehicles.

S. H. Lyles
Driver Services, Director

EXHIBIT
F
298

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Mary T. Thomas, Nea Richard, Jeremy Rutledge, Trena Walker, Dr. Brenda Williams, and The Family Unit, Inc., Plaintiffs, v. Marci Andino, as Executive Director of the State Election Commission, John Wells in his official capacity as Chair of SC State Election Commission, Clifford J. Edler and Scott Moseley in their official capacities as Members of the South Carolina State Election Commission, and Henry D. McMaster in his official capacity as Governor of South Carolina, Defendants.	Civil Action No.: 3:20-cv-01552-JMC **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER AND OPINION GRANTING IN PART MOTION FOR PRELIMINARY INJUNCTION**
Kylon Middleton; Deon Tedder; Amos Wells; Carylye Dixon; Tonya Winbush; Ernestine Moore; South Carolina Democratic Party; DNC Services Corporation/Democratic National Committee and DCCC, Plaintiffs, v. Marci Andino, in her official capacity as Executive Director of the South Carolina State Election Commission, John Wells in his official capacity as Chair of South Carolina State Election Commission, and Clifford J. Edler and Scott Moseley, in their official capacities as members of the South Carolina State Election Commission, Defendants.	Civil Action No.: 3:20-cv-01730-JMC **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER AND OPINION GRANTING IN PART MOTION FOR PRELIMINARY INJUNCTION**



Preliminary Injunction. (*See* ECF No. 64 (*Thomas*); ECF No. 36 (*Middleton*).) In addition to reviewing the parties' submissions, amici briefs, and statement of interest, the court heard oral argument from the parties' counsel. (*Id.*)

III. FINDINGS OF FACT[14]

A. The *Thomas* Lawsuit

1. The individual Thomas Plaintiffs are lawfully registered voters and have individual characteristics or conditions that are regarded by the CDC as placing them at a higher risk for contracting COVID-19, including being over 65 years of age, having underlying medical conditions (including scleroderma, interstitial lung disease, hypertension, gout, history of breast cancer, emphysema, infection), being disabled, and/or being African-American. (ECF Nos. 7-17 at 2 ¶ 2; 7-18 at 2 ¶ 2, 2–3 ¶ 7; 7-19 at 2 ¶ 2; 7-20 at 2 ¶ 6–3 ¶ 8; 7-21 at 3 ¶¶ 7, 8 (*Thomas*).) In addition to being at a higher risk for contracting COVID-19, (*E.g.*, ECF No. 7-21 at 3 ¶ 8), one of the individual Thomas Plaintiffs allegedly already has COVID-19. (*See* ECF No. 7-22 at 4 ¶ 8.)

2. As a result of these characteristics or conditions, many have self-quarantined at home and/or live alone. (*Id.* at 7-18 at 3 ¶ 8; 7-20 at 3 ¶ 8; 7-21 at 3 ¶ 6 (*Thomas*).)

3. Some of the individual Thomas Plaintiffs also serve in positions that serve the disenfranchised or economically disadvantaged voters that have been substantially impacted by the COVID-19 pandemic and the Witness Requirement further burdens them from exercising their right to vote by absentee ballot by requiring them to expose themselves to other people in contravention of maintaining safe social distancing practices. (*See* ECF Nos. 7-17 at 2 ¶ 5–4 ¶ 12;

[14] To the extent any findings of fact constitute conclusions of law, they are adopted as such; to the extent any conclusions of law constitute findings of fact, they are so adopted. Moreover, as this is a preliminary injunction, any facts identified "are not final determinations of disputed matters." *EZ Gard Indus., Inc. v. XO Athletic Co.*, No. 07-CV-4769 (JMR/FLN), 2008 WL 1827490, at *1 n.1 (D. Minn. Apr. 23, 2008).

7-19 at 3 ¶ 7–4 ¶ 10 (*Thomas*).)

4. Plaintiff The Family Unit, which serves mostly African-Americans and/or economically disadvantaged persons, has assisted voters in navigating the absentee voting process. (*See* ECF No. 7-22 at 2–3 ¶ 3 (*Thomas*).) Because of the COVID-19 pandemic, its members and constituents have had difficulty meeting the Witness Requirement. (*Id.* at 3 ¶¶ 4–6 (*Thomas*).) Such challenges include the necessity of having close, personal meetings with senior citizens, the marginally educated, and pretrial inmates to explain the absentee ballot process and thus does not afford the opportunity to assist with either in-person voting or absentee ballot voting. (*Id.* at 3 ¶ 11 –4 ¶ 12 (*Thomas*).)

5. The mission of the SCEC is "to ensure every eligible citizen has the opportunity to register to vote and participate in fair and impartial elections with the assurance that every vote will count." *SCEC About Us*, https://www.scvotes.org/about-sec (last visited May 22, 2020).

6. In her Declaration (ECF No. 7-15) submitted in support of Thomas Plaintiffs' Motion for Preliminary Injunction, Dr. Courtney D. Cogburn ("Dr. Cogburn") discussed the impact of COVID-19 on minority communities in South Carolina and made specific assertions regarding the health consequences of voting laws that require a person to break social distancing guidelines.[15]

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[15]According to Dr. Cogburn:

> [Minorities'] risk [of] COVID-19 infection is tied to pre-existing and evolving inequities in structural systems and social conditions. As a result, any voting requirement requiring them to break social distancing protocols would place them at higher risk for infection and also threatens public health of the Black community more broadly. We will not be able to immediately address the deeply entrenched social and structural factors contributing to the significantly elevated risk to COVID-19 related infection and mortality among [minorities]. We can, however, acknowledge the significance of these factors and take immediate steps to minimize exposure for groups most gravely threatened by exposure to COVID-19…

7. As the Executive Director of the South Carolina Election Commission, Defendant Andino is the chief administrative officer for the State Election Commission. S.C. Code Ann. § 7-3-20 (A) (West 2020). She is required to supervise the conduct of elections and the voter registration process by all persons involved in the election process, S.C. Code Ann. § 7-3-20 (C)(1) (West 2020), and conduct post-election analysis of such activities. S.C. Code Ann. § 7-3-20 (C)(2) (West 2020).

8. As the Governor of South Carolina, Defendant McMaster is vested with the "supreme executive authority" of the State. *See* S.C. Const. Art. IV, § 1. He has the authority to declare a public health emergency, as defined in S.C. Code Ann. § 44-4-130 (West 2020). S.C. Code Ann. §1-3-420 (West 2020). Upon such declaration, he may issue such proclamations to "order and direct any person or group of persons to refrain from doing any act or thing which would, in his opinion, endanger life, limb or property . . .by use of all appropriate available means to enforce such order or proclamation" S.C. Code Ann. § 1-3-430 (West 2020).

(ECF No. 7-15 at 8.)

> In support of the aforementioned conclusion, Dr. Cogburn relies on:
>
> > Early data for COVID-19 infection and mortality in South Carolina [which is] consistent with national patterns and are highly concerning. The rate of infection and death for Black residents far exceeds their representation in the general population as well as overall levels for White citizens. Specifically, Black people living in South Carolina comprise 27% of the population but 57% of COVID-19 related deaths, making them 5 times more likely than Whites to die from the infection. The racial disparities in COVID-19 infection rates and deaths in South Carolina are among the most startling in the country…

(ECF No. 7-15 at 6.) (internal citations omitted).

B. The *Middleton* Lawsuit

9. Plaintiffs Middleton and Tedder are registered voters in South Carolina. (ECF Nos. 13-1 at 2 ¶ 1, 13-2 at 2 ¶ 1 (*Middleton*).) They are both African-American and candidates in the June 9, 2020 primary. (ECF No. 13-1 at 2 ¶ 2 (*Middleton*).) They both present concerns about potential voters fearing to vote in person as a result of COVID-19. (*See* ECF Nos. 13-1 at 3 ¶¶ 4–6, 13-2 at 2 ¶ 2–4 ¶ 8 (*Middleton*).)

IV. CONCLUSIONS OF LAW

1. The parties make a plethora of arguments regarding the meritorious value of Thomas/Middleton Plaintiffs' claims. This court finds that Thomas/Middleton Plaintiffs have met their burden under the standard the Supreme Court set out in *Winter*[16] for preliminary injunctions as to the Witness Requirement. The court addresses below the vitality of Thomas/Middleton Plaintiffs' assertions under the requirements set forth in *Winter* and reiterated by the Fourth Circuit in *Real Truth*.[17]

A. The Court's Jurisdiction

2. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 based on Thomas/Middleton Plaintiffs' claims against Defendants under 42 U.S.C. § 1983, which permits an injured party to bring a civil action against a person who, acting under color of state law, ordinance, regulation, or custom, causes the injured party to be deprived of "any rights, privileges, or immunities secured by the Constitution and laws." *Id.* Specifically, Thomas/Middleton Plaintiffs allege violations of their rights protected by the First and Fourteenth Amendments to the United States Constitution and the Voting Rights Act of 1965, 52 U.S.C. §§ 10301–10314, 10501–

[16] *Winter v. Nat'l Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008).
[17] *The Real Truth About Obama, Inc. v. Fed. Election Comm'n*, 575 F.3d 342, 346–47 (4th Cir. 2009), *vacated on other grounds*, 559 U.S. 1089 (2010).

Voter registration outreach EVENT INTAKE DATA

BETHLEHEM RMUE CHURCH Voter Registration Drive

Date JULY 6, 2020

Event	Date 2020	Location	New machine Demonstration Attendees NA	Approx. # Attendees	photo Id	New Registration	Changes	Dups	Absentee	Poll worker	Voter awareness education	Other counties	Total intake
Voter Registration Drive education/awareness s drive			NA		NA								