

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Benjamin H. Culbertson,
Circuit Court Judge

Case No. 2019-CP-26-03905

Appellate Case No.: 2019-001744

Resort Restaurants of Myrtle
Beach, Inc. d/b/a Rossi's,

Appellant,

v.

Galleria Shopping Center,
LLC,

Respondent.

RECORD ON APPEAL

RECEIVED

Oct 02 2020

SC Court of Appeals

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STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CIVIL CASE NUMBER 2017CV261070942

Galleria Shopping Center LLC
Landlord

BOND TO STAY
JURY TRIAL

VS.

Resort Restaurants of MB Inc
DBA Rossi's
Tenant

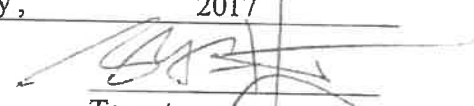
FILED
CLERK OF MAGISTRATE
DISTRICT #1
HORRY COUNTY
2017 JUL 31 PM 12:03

Now comes the tenant in the above entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on the 21st Day of March, 2017, by the Magistrate. Tenant has requested a jury trial.

Pursuant to the findings of the Magistrate, the tenant will be obligated to pay rent in the amount of \$ 15,152.92 per month Due on the 1st day of each month. Upon today's findings, bond payment is set in the amount of **\$34,840.82** to be paid by or on August 14, 2017. Accordingly all monies are to be paid in certified funds, made payable to Galleria Shopping Center LLC Attn Charlotte Sallis 121 West Trade St Suite 2500 Charlotte NC 28202

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Court to stay execution on the judgment for ejectment until this matter is heard by trial by jury.

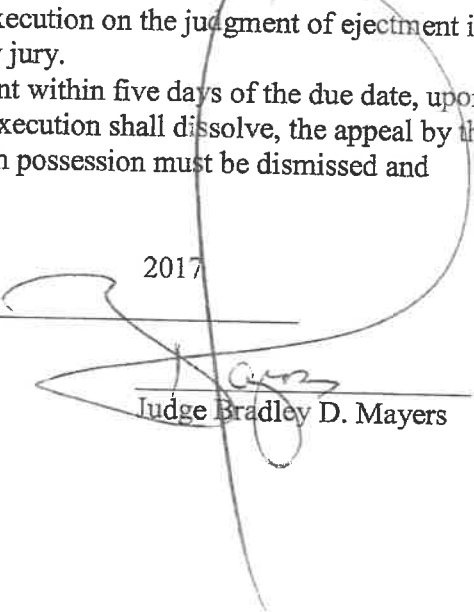
This the 31st Day of July, 2017



Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard by jury. If Tenant fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant to the court on issues dealing with possession must be dismissed and the sheriff may dispossess the tenant.

This the 31st day of July, 2017



Judge Bradley D. Mayers

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

Galleria Shopping Center, LLC,)

Plaintiff,)

vs.)

Resort Restaurants of Myrtle Beach,)
Inc. d/b/a Rossi's,)

Defendant.)

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. 2017CV261070942

ORDER

2017 SEP -6 AM 10:16
DISTRICT CL.
HORRY COUNT.

THIS MATTER CAME BEFORE THE COURT on August 28, 2017 upon Defendant's Motion to Reconsider seeking a reduction of the Bond to Stay Jury Trial heard by the Court on July 31, 2017.

Having heard arguments of counsel, reviewed the pleadings and affidavits submitted, the Court finds that the ejectment of tenants is governed by Title 27, Chapter 37 of the South Carolina Code of Laws, specifically, §27-37-155 which provides for preliminary matters during the pendency of the action and directs the Court to determine the prevailing rent prior to the issuance of the Rule to Vacate or Show Cause and to set the amount of rent to be paid by the tenant to the landlord during the pendency of the action. Moreover, §27-37-155 requires the tenant to pay to the landlord all rent which becomes due and all rent allegedly owed prior to the issuance of the Rule. At a hearing to set bond, the Court is limited by the statute to setting a bond based upon the alleged rent owed. Attorney fees are not properly considered when determining the amount of back rent allegedly owed or the prevailing rent. Therefore, including attorney fees in the bond at the July 31, 2017 hearing was premature at this stage of the litigation.

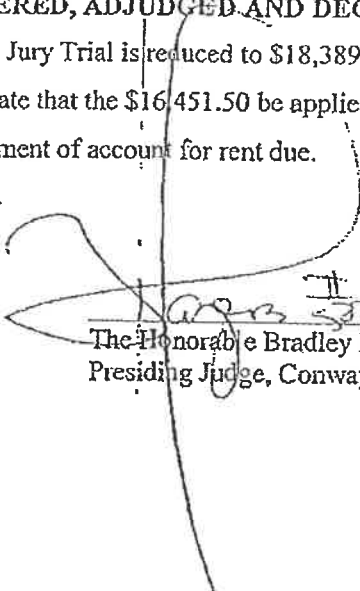
The total Bond to Stay Jury Trial issued at the conclusion of the Bond Hearing held July 31, 2017 was \$34,840.82 which included \$16,451.50 in Plaintiff's attorney fees. The amount of the Bond, as permitted by statute, should have been \$18,389.32 which sum does not include attorney fees.

24 9/14/2017

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

- A. The Bond to Stay Jury Trial is reduced to \$18,389.32; and
- B. The Parties stipulate that the \$16,451.50 be applied as a credit to the Defendant's statement of account for rent due.

AND IT IS SO ORDERED.


The Honorable Bradley D. Mayers
Presiding Judge, Conway Magistrate Court

September 14th 2017
Conway, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE'S COURT
	)	
COUNTY OF HORRY	)	CIVIL CASE NO. 2017CV261070942
	)	
Galleria Shopping Center, LLC,	)	
	)	
Plaintiff,	)	CONSENT ORDER OF
vs.	)	CONTINUANCE
	)	
Resort Restaurants of Myrtle Beach,	)	
Inc. d/b/a Rossi's,	)	
	)	
Defendant.	)	

COME NOW the parties and announce to the Court that the parties have agreed to continue the above captioned matter.

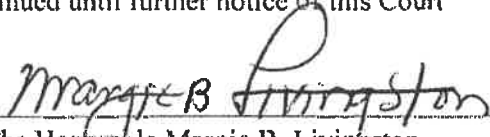
This matter was scheduled for trial on October 26, 2017. The Parties, through undersigned counsel, have agreed to continue the trial until March 31, 2018 to negotiate a settlement of this matter.

Further, the Parties are currently bound by this Court's Order of July 31, 2017 which requires the Defendant to pay monthly rent to the Plaintiff and the Defendant shall continue to abide by such order.

IT APPEARS to the Court that the parties have agreed to continue this matter for good cause shown.

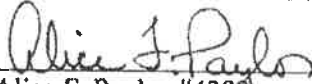
THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED

That for good cause shown, this matter is continued until further notice of this Court
AND IT IS SO ORDERED.


 The Honorable Margie B. Livingston
 Presiding Judge
 Horry County Central Jury Court

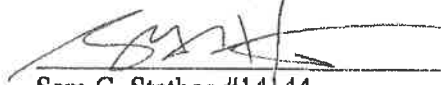
10/25/17 → 2017
 Conway, South Carolina

WE SO MOVE AND CONSENT:

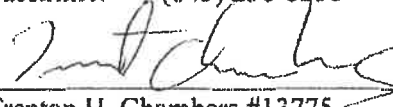


Alice F. Paylor #4380
Rosen Rosen & Hagedorn, LLC
Attorney for Galleria Shopping Center, LLC
PO Box 893
Charleston, SC 29402
Telephone: (843) 577-6726
Facsimile: (843) 724-8036

WE SO MOVE AND CONSENT:



Sam G. Stathos #14144
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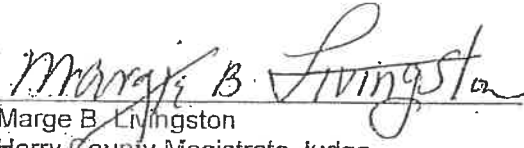
Trenton H. Chambers #13775
Chambers Law Firm, PA
Attorney for Resort Restaurants of Myrtle Beach,
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STATE OF SOUTH CAROLINA COUNTY OF HORRY Galleria Shopping Center, LLC, Plaintiff, Vs. Resort Restaurants of Myrtle Beach, Inc dba Rossi's, Defendant.	IN THE MAGISTRATE COURT FIFTEENTH JUDICIAL CIRCUIT Civil Case #: 2017CV261070942 <u>ORDER TO RETURN BOND</u>
--	---

Pursuant to the letter dated May 7, 2018 from John F. Connell, Jr. stating that the Plaintiff in this matter is withdrawing their Complaint and informing the Court that the hearing scheduled for May 8, 2018 was no longer necessary; together with the Order filed with this Court on September 6, 2017, where the Bond to Stay Jury Trial required the Defendant to place \$18,389.32 with Galleria Shopping Center, Attention Charlotte Sallis, as bond for Rent to be paid.

On Motion of Trenton H. Chambers, Attorney for the Defendant herein, Galleria Shopping Center, Attention Charlotte Sallis is to immediately return \$18,389.32 to the Defendant. Therefore, it is, hereby

ORDERED, ADJUDGED AND DECREED that Galleria Shopping Center, Attention Charlotte Sallis shall return \$18,389.32 to the Defendant on or before May 15, 2018.


 Marge B. Livingston
 Horry County Magistrate Judge

ON MOTION OF:


 Trenton H. Chambers

2018 MAY 16 AM 11:57
 CIVIL/CRIMINAL

11/1/2018

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Galleria Shopping Center, LLC,

Plaintiff,

vs.

Resort Restaurants of Myrtle Beach, Inc.
dba Rossi's

Defendant.

IN THE MAGISTRATE COURT
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2017CV261070942

**ORDER GRANTING PLAINTIFF'S
MOTION FOR RELIEF FROM
JUDGMENT**

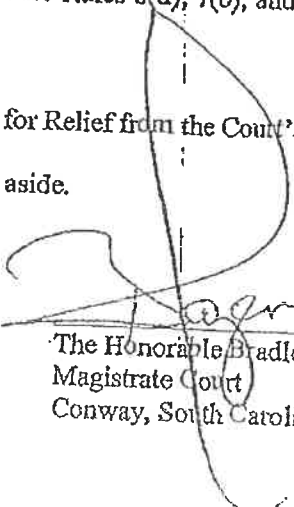
This matter came before the Court on Monday, September 24, 2018 on Plaintiff Galleria Shopping Center, LLC's ("Plaintiff") Motion for Relief from Judgment.

On May 8, 2018, Defendant Resort Restaurants of Myrtle Beach, Inc. dba Rossi's ("Defendant") submitted an Order for Return of Bond ("Order") requesting Eighteen Thousand, Three Hundred and Eight-Nine Dollars and 32/100 (\$18,389.32) to be returned to Defendant. Defendant did not file a written motion and did not serve any notice of hearing to Plaintiff. On May 16, 2018, this Court inadvertently entered an Order to Return Bond.

After considering the matter, and the arguments of counsel, the Court finds that, pursuant to South Carolina Rules of Civil Procedure Rules 6(d), 7(b), and 60(b), it appears the Order was issued inadvertently.

Accordingly, Plaintiff's Motion for Relief from the Court's May 16, 2018 Order to Return Bond is granted and the judgment is set aside.

IT IS SO ORDERED.


The Honorable Bradley D. Mayers
Magistrate Court
Conway, South Carolina

Date: 11/1/2018

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP2603905

Resort Restaurants Of Myrtle Beach Inc et al
PLAINTIFF(S)

Galleria Shopping Center Llc
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Magistrate affirmed.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/11/2019 .

Rossis

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Horry Common Pleas

Case Caption: Resort Restaurants Of Myrtle Beach Inc , plaintiff, et al VS Galleria Shopping Center Llc

Case Number: 2019CP2603905

Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2019-09-11 14:56:41 page 3 of 3

MEMO TO: Judge Bradley Mayers
FROM: Judge Margie B. Livingston
DATE: July 23, 2018
RE: GALLERIA -V- RESORT RESTAURANTS D/B/A ROSSI'S #150

(Natural bond)

(2A-37-130)
Fix and all cost
& damages

Judge, this case was transferred to Central Jury from your Office. As is our trend, Status Conferences were set before Court dates. As a matter of fact I have prepared, and am enclosing a copying of how things transpired since I received the case from your office.

Continue final
accuse
same
more
little
do not

disregard to pay that out.

(155 sect 2)

After continuances and changes of attorney(s), etc., a date for jury trial was set for May 8, 2018. On May 7, the day before, Plaintiff, through Attorney Connell, faxed me a letter withdrawing the Claim, and stating there would be no need for the hearing/trial on May 8, 2018. Nonetheless, Trent Chambers appeared the next morning (by now having received a copy of Connell's fax also). Based on that letter, he made a motion to dismiss the action. I did. At the same time he motioned for the return of the bond money. I told him to prepare me an Order. He did and I signed it. My personal thoughts at the time were if the claim was withdrawn, then all claims made were moot. Secondly the motion was heard on the day of the Jury trial during Pretrial. The Plaintiff had notice to be present, but chose not to. Comes now, Attorney Henrietta Golding with a motion for relief of turning the bond over. Trent Chambers replies with a response to her Motion as to why the Court should not,

My request is that since the matter never got to trial because of Plaintiff's withdrawing Complaint, may I ask that you to make the decision of whether the bond should be returned? Obviously I would set aside the Order returning the bond. I believe the bond is a *procedure* required in LLT matters where rent is an issue. The Defense wanted the issues to be heard through Jury trial (even as to whether rent was in arrears and due). The Jury would have determined if that were the case. In that Plaintiff withdrew Complaint and I dismissed the case, I ordered the bond returned. I will notify the parties that you will set a time to hear their Motions and make a ruling as to Bond. Thank you.

(Exh. F)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
Galleria Shopping Center, LLC,)
)
Plaintiff,)
vs.)
)
Resort Restaurants of Myrtle Beach,)
Inc. d/b/a Rossi's,)
)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2017CV261070942

**NOTICE OF MOTION AND
MOTION TO RECONSIDER**

CO

DISTRICT #1
HORRY COUNTY

2017 AUG -7 AM 11:21

FILED
BY MAGISTRATE

Defendant, Resort Restaurants of Myrtle Beach, Inc. d/b/a Rossi's, by and through undersigned counsel, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure hereby moves for the Court to Amend its July 31, 2017 ruling, and in support thereof states the following:

FACTS/PROCEDURAL BACKGROUND

The Bond Hearing in this matter was heard by this Court on July 31, 2017 upon Defendant's Demand for Jury Trial which was filed on April 28, 2017 in response to the Plaintiff's Application for Ejectment which was filed on March 21, 2017 alleging that the Defendant failed to pay rent when due or demanded and that the Defendant violated the terms and conditions of the Lease Agreement dated March 29, 1996, the Second Amendment to Lease Agreement dated January 10, 2003 and the Third Amendment to Lease Agreement dated September 26, 2011. At the July 31 hearing, Plaintiff presented testimony that the Lease Agreement provides for the award of attorney fees in the event Tenant defaults under the Lease Agreement and Landlord is forced to employ an attorney to enforce the terms of the Lease Agreement. The Plaintiff did not request an award of attorney fees in its Application for Ejectment. Moreover, the Plaintiff did not produce any evidence of these fees other than a conclusory statement that fees were incurred in the amount of \$16,451.50. At the conclusion of the hearing a Bond to Stay Jury Trial was issued in the amount of \$34,840.82, which includes \$16,451.50 in attorney's fees claimed by the Plaintiff.

ARGUMENT

The ejectment of tenants is governed by Title 27, Chapter 37 of the South Carolina Code of Laws. §27-37-150 provides for the accrual of rent during the pendency of the proceedings. §27-37-155 governs preliminary matters during the pendency of the action and requires the tenant under a commercial lease to pay the landlord all *rent* which becomes due after the issuance of the Rule to Vacate or Show Cause and all *rent* allegedly owed prior to the issuance of the Rule. However, there is no provision allowing for the landlord to collect attorney's fees allegedly incurred at the preliminary stage of a Bond Hearing. Moreover, even when an award of attorney's fees is requested and authorized by contract or statute, the court should make specific findings of fact on the record for each factor set forth in *Collins v. Collins*, 239 S.C. 170, 122 S.E.2d 1(1961). *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 494, 427 S.E.2d 659, 661 (1993). There are six factors to consider when determining an award of attorney's fees: 1) nature, extent and difficulty of the legal services rendered; 2) time and labor devoted to the case; 3) professional standing of counsel; 4) contingency of compensation; 5) fee customarily charged in the locality for similar services; and 6) beneficial results obtained. *Id* at 494. Generally, the amount of attorney fees to be awarded in a particular case is within the discretion of the trial judge. The law requires, however, that the award must be reasonable. *Farmers and Merchants Bank v. Fagnoli*, 274 S.C. 23, 260 S.E.2d 185 (1979).

The Plaintiff did not submit any evidence, by testimony, affidavit or otherwise of the six factors at the hearing. Thus, the award of attorney's fees is unsupported by the evidence presented at the hearing and should not be included in the Bond to Stay Jury Trial. Additionally, as there is no provision in Title 27, Chapter 37 allowing for the collection of attorney's fees prior to the final adjudication on the merits of the case the award of attorney's fee to Plaintiff at this stage of the litigation is premature.

CONCLUSION

Based upon the forgoing, the Defendant requests this Court to reconsider its Bond to Stay Jury Trial issued on July 31, 2017 in the amount of \$34,840.82 and reduce said Bond by \$16,451.50.

Respectfully submitted,

PATRICK & STATHOS, L.L.C.



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Robert B. Strickland, IV

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rbs@patrickandstathos.com

Attorneys for Defendant

August 4, 2017

Surfside Beach, South Carolina

3. The Court then held, “[u]pon today’s findings, bond payment is set in the amount of thirty-four thousand, eight hundred forty dollars and 82/100 (34,840.82) to be paid by or on August 14, 2017. Accordingly all monies are to be paid in certified funds, made payable to Galleria Shopping Center LLC Attn Charlotte Sallis 121 West Trade St. Suite 2500 Charlotte NC 28202.”

Exhibit A.

4. Lastly, the Court held that, “[Defendant] hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Court to stay execution on the judgment for ejectment until this matter is heard by trial by jury.” **Exhibit A.**

5. On August 11, 2017, pursuant to the Court’s Order, Defendant issued a cashier’s check to Plaintiff in the amount of thirty four thousand, eight hundred forty dollars and 82/100 (\$34,840.82). (See **Exhibit B, Cashier’s Check**). At the time Plaintiff deposited the Cashier’s Check, Defendant was forty-two thousand, fifty dollars and 21/100 (\$52,050.21) in arrears. (See **Exhibit C, October 23, 2017 Galleria Shopping Center Ledger**). After the Plaintiff deposited the Cashier’s Check, Defendant was still in arrears in the amount of seven thousand, two hundred nine dollars and 39/100 (\$7,209.39) for back owed rent. **Exhibit C.**

6. On September 29, 2017, pursuant to the Court’s Order, Defendant issued a check from Crescom Bank to Charlotte Sallis, management company on behalf of the Plaintiff, in the amount of thirteen thousand, eight hundred fifty-four dollars and 35/100 (\$13,854.35) for the amount owed for back rent. (See **Exhibit D, Crescom Bank Check**). At this time, Defendant was twenty-two thousand, six hundred eighty-nine dollars and 34/100 (\$22,689.34) in arrears. The Crescom Bank Check brought Defendant’s remaining unpaid balance to eight thousand, eight hundred thirty-four dollars and 99/100 (\$8,834.99) in back owed rent. **Exhibit C.**

7. On October 25, 2017, the Court entered a Consent Order of Continuance and held, in relevant part, that “the Parties are currently bound by this Court’s Order of July 31, 2017 which requires the *Defendant to pay monthly rent to the Plaintiff and the Defendant shall continue to abide by such order.*” (See Exhibit E, Consent Order of Continuance). (emphasis added).

8. Defendant’s last rent payment to Plaintiff was on November 3, 2017 in the amount of fifteen thousand, one hundred fifty-two dollars and 93/100 (\$15,152.93). (See Exhibit F, November 2017 Galleria Shopping Center Ledger). Following the last payment, Defendant was still in arrears in a total amount of nine thousand, one hundred sixty-two dollars and 01/100 (\$9,162.01) for back owed rent. Defendant’s lease agreement continued through to April 2018.

9. On May 7, 2018, Plaintiff withdrew its Complaint based on a mistaken belief that Defendant had fully paid Plaintiff for back rent owed.

10. Defendant never made Plaintiff whole for all the back owed rent and stopped paying rent to Plaintiff on November 3, 2017. Defendant has an outstanding balance of approximately eighty-four thousand, nine-hundred twenty six dollars and 66/100 (\$84,926.66) for back owed rent. This amount encompasses five (5) unpaid months of rent worth fifteen thousand, one hundred fifty-two dollars and 93/100 (\$15,152.93) per month plus an outstanding balance of nine thousand, one hundred sixty-two dollars and 01 (\$9,162.01) of back rent owed. For each rental month not paid, the Defendant is charged an additional one thousand dollars (\$1,000.00) for late rent. Therefore, in total, Defendant is in arrears in a total amount of eighty-nine thousand, nine hundred twenty-six dollars and 66/100 (\$89,926.66).

11. On May 8, 2018, Defendant filed a Proposed Order for Return of Bond (the “Proposed Order”) with the Court requesting eighteen thousand, three hundred and eighty-nine dollars and 32/100 (\$18,389.32) paid to Plaintiff for back owed rent to be returned to Defendant.

On May 16, 2018, the Honorable Margie B. Livingston signed Defendant's Proposed Order. (See **Exhibit G, Order to Return Bond**).

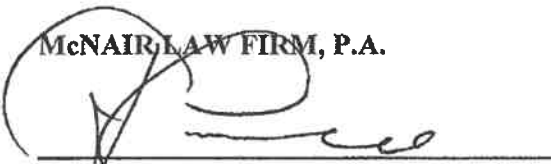
12. Pursuant to Rule 6(b) of the South Carolina Rules of Civil Procedure, "a written motion other than one which may be heard *ex parte*, and notice of the hearing thereof, shall be served not later than ten days before the time specified for the hearing, unless a different period is fixed by these rules or by an order of the court". Here, Defendant did not request a hearing nor did the Court notice a hearing. As this motion was not an *ex parte* motion, this Court is required to hold a hearing to determine the validity of Defendant's request and demand of the eighteen thousand, three hundred and eighty-nine dollars and 32/100 (\$18,389.32) paid to Plaintiff for back owed rent to be returned to Defendant. The Court did not comply with Plaintiff's due process requirements when it failed to hold a hearing on Defendant's Proposed Order. Accordingly, the Order to Return Bond should be vacated and a hearing held on the validity of Defendant's Proposed Order.

13. In addition to Rule 6(b), Rule 7(b) of the South Carolina Rules of Civil Procedure requires that "an application to the court for an order shall be by motion which, unless made during a hearing or trial in open court with a court reporter present, shall be made in writing, shall state with particularity the grounds thereof, and shall set forth the relief or order sought. The requirement of writing is fulfilled if the motion is stated in *a written notice of the hearing of the motion*." (emphasis added). As stated above, Defendant failed to provide a written notice of the hearing of the motion and the Court failed to provide a hearing. Accordingly, as there was no hearing, the Order to Return Bond should be vacated and a hearing held on the validity of Defendant's Proposed Order.

14. Lastly, pursuant to Rule 60(b) of the South Carolina Rules of Civil Procedure, “the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons, in part: (1) mistake, inadvertence, surprise or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b).” Here, the Court mistakenly and inadvertently relied on Defendant’s counsel’s Proposed Order requesting that the money paid to Plaintiff shall be returned to Defendant. This was incorrect.

15. The Court’s July 31, 2017 Order required Defendant to pay all back owed rent, which it has not done, and is still in arrears in an approximate total amount of eighty-nine thousand, nine hundred twenty-six dollars and 66/100 (\$89,926.66). The funds paid to Plaintiff were used to for back owed rent as required by the Court’s July 31, 2017 Order. Defendant is not now entitled to collect on funds that he was obligated to pay pursuant to the Court’s July 31, 2017 Order. Accordingly, this Court should grant relief to Plaintiff on the basis of mistake and inadvertence and not require Plaintiff to pay funds that Defendant was contractually and ordered by the Court to pay.

McNAIR LAW FIRM, P.A.


Henrietta U. Golding, SC Bar #2173
John F. Connell, Jr. SC Bar #101701
2411 N. Oak Street, Suite 206 (29577)
Post Office Box 336
Myrtle Beach, SC 29578-0336
Ph: (843) 444-1107
Fax: (843) 444-3964
Email: hgolding@mcnair.net
jconnell@gmanir.net

Myrtle Beach, South Carolina
July 9, 2018

*Attorneys for Plaintiff Galleria Shopping Center,
LLC*

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CIVIL CASE NUMBER 2017CV261070942

Galleria Shopping Center LLC
Landlord

BOND TO STAY
JURY TRIAL

FILED
CLERK OF MAGISTRATE
DISTRICT #1
HORRY COUNTY

2017 JUL 31 PM 12:03

VS.

Resort Restaurants of MB Inc
DBA Rossi's

Tenant

Now comes the tenant in the above entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on the 21st Day of March, 2017, by the Magistrate. Tenant has requested a jury trial.

Pursuant to the findings of the Magistrate, the tenant will be obligated to pay rent in the amount of \$ 15,152.92 per month Due on the 1st day of each month. Upon today's findings, bond payment is set in the amount of \$34,840.82 to be paid by or on August 14, 2017. Accordingly all monies are to be paid in certified funds, made payable to Galleria Shopping Center LLC Attn Charlotte Sallis 121 West Trade St Suite 2500 Charlotte NC 28202

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Court to stay execution on the judgment for ejectment until this matter is heard by trial by jury.

This the 31st Day of July, 2017

[Signature]
Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard by jury. If Tenant fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant to the court on issues dealing with possession must be dismissed and the sheriff may dispossess the tenant.

This the 31st day of July, 2017

[Signature]
Judge Bradley D. Mayers

DISTRICT #6

2017 JUL -9 PM 4:48

FILED
CLERK OF MAGISTRATE
DISTRICT #6
HORRY COUNTY

EXHIBIT

A

MYRTLE BEACH
MAYOR'S OFFICE

2010 JUL -9 PM 4:48

DISTRICT #6 -

PRINTED ON TIME-MARK PAPER - HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK

0088303 11-24-
Office AU # 127081
Remitter: JEAN C MORRIS
Operator ID: S001750 0266541

CASHER'S CHECK

6830300792

PAY TO THE ORDER OF *** GALLERIA SHOPPING CENTER LLC ***

August 11, 2017

Thirty-four thousand eight hundred forty dollars and 82 cents

\$34,840.82

Payee Address:
Memo

WELLS FARGO BANK, N.A.
7102 N KINGS HWY
MYRTLE BEACH, SC 29572
FOR INQUIRIES CALL (480) 394-3122

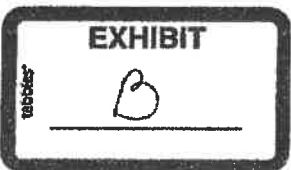
VOID POWER US\$ 34,840.82
AUTHORIZED SIGNATURE

Cont Booth 6-1110

⑈ 6830300792⑈ ⑆121000248⑆1 009082⑈

See attached email from Attorney - apply check to
September rent only -

mailed to Orlando 8/31/17
Q



Galleria Shopping Center, LLC

PO Box 6230
Orlando, FL 32802-6230

Resort Restaurants of Myrtle Beach, Inc.
Rossi's
P.O. Box 1036
Myrtle Beach, SC, 29578

Statement

Account: 402630-10011993-Resort Restaurants of
Prop Name: Myrtle Beach, Inc.
Galleria Shopping Center
Assigned Spaces: D7-11
Date: 10/23/2017
Payment: \$

2018 JUL -9 PM 4:18
DISTRICT #6
FACILITY #6

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
01/05/17	Chk# 34845		3,788.23	(52,671.52)
01/05/17	Chk# 34837		3,788.23	(56,459.75)
01/05/17	Chk# 34842		3,788.23	(60,247.98)
01/05/17	Chk# 34831		3,788.23	(64,036.21)
02/23/17	Chk# 34901		1,500.00	(65,536.21)
03/01/17	Base Rent Retail (09/2016)	10,101.95		(55,434.26)
03/01/17	Base Rent Retail (10/2016)	10,101.95		(45,332.31)
03/01/17	Base Rent Retail (11/2016)	10,101.95		(35,230.36)
03/01/17	Base Rent Retail (12/2016)	10,101.95		(25,128.41)
03/01/17	Base Rent Retail (01/2017)	10,101.95		(15,026.46)
03/01/17	Base Rent Retail (02/2017)	10,101.95		(4,924.51)
03/01/17	Base Rent Retail (03/2017)	10,101.95		5,177.44
03/01/17	Common Area Maintenance (09/2016)	4,678.00		9,855.44
03/01/17	Common Area Maintenance (10/2016)	4,678.00		14,533.44
03/01/17	Common Area Maintenance (11/2016)	4,678.00		19,211.44
03/01/17	Common Area Maintenance (12/2016)	4,678.00		23,889.44
03/01/17	Common Area Maintenance (01/2017)	4,678.00		28,567.44
03/01/17	Common Area Maintenance (02/2017)	4,678.00		33,245.44
03/01/17	Common Area Maintenance (03/2017)	4,678.00		37,923.44
03/01/17	Utilities (09/2016)	700.00		38,623.44
03/01/17	Utilities (10/2016)	700.00		39,323.44
03/01/17	Utilities (11/2016)	700.00		40,023.44
03/01/17	Utilities (12/2016)	700.00		40,723.44
03/01/17	Utilities (01/2017)	700.00		41,423.44
03/01/17	Utilities (02/2017)	700.00		42,123.44
03/01/17	Utilities (03/2017)	700.00		42,823.44
03/06/17	Chk# 34911		1,500.00	41,323.44
03/14/17	Chk# 34919		2,000.00	39,323.44
03/16/17	Chk# 34924		2,000.00	37,323.44
03/28/17	Chk# 34929		2,000.00	35,323.44
04/04/17	Chk# 34947		2,000.00	33,323.44
04/04/17	March Late Fee	1,000.00		34,323.44
04/12/17	Chk# 34959		2,500.00	31,823.44
04/18/17	Chk# 34961		2,500.00	29,323.44
04/25/17	Chk# 4972		3,000.00	26,323.44



Tuesday, October 31, 2017

Galleria Shopping Center, LLC

PO Box 6230
Orlando, FL 32802-6230

Resort Restaurants of Myrtle Beach, Inc.
Rossi's
P.O. Box 1036
Myrtle Beach, SC, 29578

Statement

Account: 402630-10011993-Resort Restaurants of
Prop Name: Myrtle Beach, Inc.
Galleria Shopping Center
Assigned Spaces: D7-11
Date: 10/23/2017
Payment: \$ _____

Date	Description	Charges	Payments	Balance
	Balance Forward			10,101.95
05/01/17	Base Rent Retail (04/2017)	10,101.95		36,425.39
05/01/17	Base Rent Retail (05/2017)	10,101.95		46,527.34
05/01/17	Common Area Maintenance (04/2017)	4,678.00		51,205.34
05/01/17	Common Area Maintenance (05/2017)	4,678.00		55,883.34
05/01/17	Utilities (04/2017)	700.00		56,583.34
05/01/17	Utilities (05/2017)	700.00		57,283.34
05/02/17	Chk# 34981		3,000.00	54,283.34
05/04/17	April Late Fee	1,000.00		55,283.34
05/15/17	Chk# 5008		3,000.00	52,283.34
05/24/17	Chk# 5025		3,000.00	49,283.34
05/24/17	Chk# 5017		3,000.00	46,283.34
05/31/17	Chk# 35042		3,000.00	43,283.34
06/01/17	Base Rent Retail (06/2017)	10,101.95		53,385.29
06/01/17	Common Area Maintenance (06/2017)	4,678.00		58,063.29
06/01/17	Utilities (06/2017)	700.00		58,763.29
06/01/17	May Late Fee	1,000.00		59,763.29
06/14/17	Chk# 5052		4,000.00	55,763.29
06/21/17	Chk# 35060		4,000.00	51,763.29
06/28/17	Chk# 35071		7,000.00	44,763.29
06/28/17	June Late Fee	1,000.00		45,763.29
06/30/17	Chk# 35085		7,000.00	38,763.29
07/01/17	Base Rent Retail (07/2017)	10,101.95		48,865.24
07/01/17	Common Area Maintenance (07/2017)	4,678.00		53,543.24
07/01/17	Utilities (07/2017)	700.00		54,243.24
07/11/17	Chk# 35098		7,000.00	47,243.24
07/19/17	Chk# 5100		7,000.00	40,243.24
07/24/17	Chk# 5127		7,000.00	33,243.24
07/24/17	Chk# 35111		7,000.00	26,243.24
08/01/17	Base Rent Retail (08/2017)	10,101.95		36,345.19
08/01/17	Common Area Maintenance (08/2017)	4,678.00		41,023.19
08/01/17	Utilities (08/2017)	700.00		41,723.19
08/07/17	ppd			41,723.19
08/07/17	Chk# 35145		15,152.93	26,570.26
09/01/17	Base Rent Retail (09/2017)	10,101.95		36,672.21
09/01/17	Common Area Maintenance (09/2017)	4,678.00		41,350.21

Tuesday, October 31, 2017

PO Box 6230
Orlando, FL 32802-6230

Resort Restaurants of Myrtle Beach, Inc.
Rossi's
P.O. Box 1036
Myrtle Beach , SC , 29578

Account:	402630-10011993-Resort Restaurants of
Prop Name:	Myrtle Beach, Inc. Galleria Shopping Center
Assigned Spaces:	D7-11
Date:	10/23/2017
Payment:	\$

Date	Description	Charges	Payments	Balance
	Balance Forward			700.00
09/01/17	Utilities (09/2017)	700.00		42,050.21
09/06/17	Chk# 6830300792		34,840.82	7,209.39
10/01/17	Base Rent Retail (10/2017)	10,101.95		17,311.34
10/01/17	Common Area Maintenance (10/2017)	4,678.00		21,989.34
10/01/17	Utilities (10/2017)	700.00		22,689.34
10/05/17	Chk# 35213		13,854.35	8,834.99

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
0.00	0.00	0.00	8,834.99	8,834.99

Tuesday, October 31, 2017

RESORT RESTAURANTS OF MYRTLE BEACH, INC. DBA ROSSI'S

35213

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
GalleriaRent20	Paid with remaining bond amount	10/1/17	15,152.93		15,152.93 -1,298.58
RECEIVED BY: <i>mailed to Orlando 9/29/17</i>					
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	
9/29/17	35213	GALLERIA SHOPPING CENTER, LLC		\$13,854.35	

RESORT RESTAURANTS OF MYRTLE BEACH, INC.
DBA ROSSI'S OF MYRTLE BEACH
P.O. BOX 1036 MYRTLE BEACH, SC 29578-1036
PHONE (843) 449-0481

CRESOM BANK
607 21ST AVENUE N.
MYRTLE BEACH, SC 29577

Check Number **35213** 67-807-532

DATE **Sep 29, 2017**

Memo: **Charlotte Sallis**

AMOUNT \$ **13,854.35**

PAY TO THE ORDER OF **Thirteen Thousand Eight Hundred Fifty-Four and 35/100 Dollars**

GALLERIA SHOPPING CENTER, LLC
c/o FOUNDRY COMMERCIAL, LLC
PO BOX 6230
ORLANDO, FL 32802-6230

Deane S. Ward
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈035213⑈ ⑆053208079⑆ ⑆0159000074⑈

FILE BEACH
ADMINISTRATIVE SERVICE
2017 JUL -9 PM 4:59
DISTRICT #6



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
Galleria Shopping Center, LLC,)
Plaintiff,)
vs.)
Resort Restaurants of Myrtle Beach,)
Inc. d/b/a Rossi's,)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2017CV261070942
CONSENT ORDER OF
CONTINUANCE

MYRTLE BEACH
MAGISTRATE'S COURT
2018 JUL -9 PM 4:59
DISTRICT #6

COME NOW the parties and announce to the Court that the parties have agreed to continue the above captioned matter.

This matter was scheduled for trial on October 26, 2017. The Parties, through undersigned counsel, have agreed to continue the trial until March 31, 2018 to negotiate a settlement of this matter.

Further, the Parties are currently bound by this Court's Order of July 31, 2017 which requires the Defendant to pay monthly rent to the Plaintiff and the Defendant shall continue to abide by such order.

IT APPEARS to the Court that the parties have agreed to continue this matter for good cause shown.

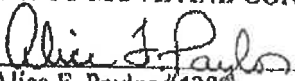
THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED
That for good cause shown, this matter is continued until further notice of this Court
AND IT IS SO ORDERED.

Margie B. Livingston
The Honorable Margie B. Livingston
Presiding Judge
Horry County Central Jury Court

10/25/17 → 2017
Conway, South Carolina

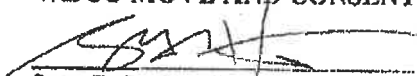


WE SO MOVE AND CONSENT:

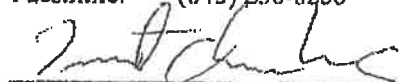


Alice F. Paylor #4380
Rosen Rosen & Haged, LLC
Attorney for Galleria Shopping Center, LLC
PO Box 893
Charleston, SC 29402
Telephone: (843) 577-6726
Facsimile: (843) 724-8036

WE SO MOVE AND CONSENT:



Sam G. Stathos #14144
Robert B. Strickland, IV #100999
Patrick & Stathos, L.L.C.
Attorneys for Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's
412 N Poplar Drive (29575)
P O Box 15669
Surfside Beach, SC 29587
Telephone: (843) 238-5618
Facsimile: (843) 238-8256



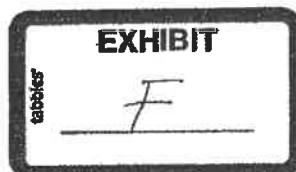
Trenton H. Chambers #13775
Chambers Law Firm, PA
Attorney for Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-8256

Tenant Ledger

Tenant	Resort Restaurants of Myrtle Beach, Inc	Lease From Date	2/26/1988	Reference	galleria/t0000472/D-7-11
Property	The Galleria Shopping Center	Lease To Date		Email Address	
Unit	D-7-11	Status	Current	Mobile Phone	
Rent	10101.95/month	Move In Date	2/26/1988	Office Phone	(843) 449-0481
Deposit		Move Out Date		Home Phone	

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/31/2017	Balance Brought Forward	8,834.99		8,834.99
11/1/2017	Estimated CAM (11/2017)	4,678.00		13,512.99
11/1/2017	PassThru Electricity (11/2017)	700.00		14,212.99
11/1/2017	Rent (11/2017)	10,101.95		24,314.94
11/3/2017	Pd NovRnt/Cam/Elec Prtl		15,152.93	9,162.01
Current	30 Days	60 Days	Over 90	Current Owed
9,162.01	0.00	0.00	0.00	9,162.01

MYRTLE BEACH
 DISTRICT #2
 JUL -9 PM 4:59



Tenant Ledger

STATE OF SOUTH CAROLINA COUNTY OF HORRY Galleria Shopping Center, LLC, Plaintiff, Vs. Resort Restaurants of Myrtle Beach, Inc dba Rossi's, Defendant.	IN THE MAGISTRATE COURT FIFTEENTH JUDICIAL CIRCUIT Civil Case #: 2017CV261070942 <u>ORDER TO RETURN BOND</u>
--	---

Pursuant to the letter dated May 7, 2018 from John F. Connell, Jr. stating that the Plaintiff in this matter is withdrawing their Complaint and informing the Court that the hearing scheduled for May 8, 2018 was no longer necessary; together with the Order filed with this Court on September 6, 2017, where the Bond to Stay Jury Trial required the Defendant to place \$18,389.32 with Galleria Shopping Center, Attention Charlotte Sallis, as bond for Rent to be paid.

On Motion of Trenton H. Chambers, Attorney for the Defendant herein, Galleria Shopping Center, Attention Charlotte Sallis is to immediately return \$18,389.32 to the Defendant. Therefore, it is, hereby

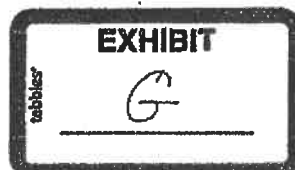
ORDERED, ADJUDGED AND DECREED that Galleria Shopping Center, Attention Charlotte Sallis shall return \$18,389.32 to the Defendant on or before May 15, 2018.

Marge B. Livingston
Marge B. Livingston
Horry County Magistrate Judge

ON MOTION OF:

Trenton H. Chambers
Trenton H. Chambers

2018 MAY 16 AM 11:57
CIVIL / CRIMINAL



STATE OF SOUTH CAROLINA COUNTY OF HORRY Galleria Shopping Center, LLC, Plaintiff, Vs. Resort Restaurants of Myrtle Beach, Inc dba Rossi's, Defendant.	IN THE MAGISTRATE COURT FIFTEENTH JUDICIAL CIRCUIT Civil Case #: 2017CV261070942 <u>RESPONSE TO PLAINTIFF'S MOTION FOR</u> <u>RELIEF FROM ORDER TO RETURN BOND</u> <u>PURSUANT TO RULES 6(d), 7(a) AND</u> <u>60(b), SCRPC</u>
---	---

The Defendant, Resort Restaurants of Myrtle Beach, Inc. (dba Rossi's), by and through their undersigned Counsel, responds to the Plaintiff's Motion for Relief from Order to Return Bond Pursuant to Rule 6(d), 7(a) and 60(b), as follows:

1. On July 31, 2017, a Bond to Stay Jury Trial was Ordered for Defendant to pay \$34,840.82 as a bond to stay jury trial. This amount was not specified as "back rent owed" as stated in the Plaintiff's motion. The Defendant was ordered to pay rent in the amount of \$15,152.92 on the 1st of each month as a condition of bond.
2. The statement that "Specifically, rent paid by the Defendant to the Plaintiff was set and the Defendant was to pay future payments of rent to the Plaintiff, while the bond was to be held separately." is agreed to by the Defendant.
3. The bond payment in the amount of \$34,840.82 was paid by Defendant to Plaintiff. This was later lowered to \$18,839.32 as bond to be held until further proceedings by the Court just as the original bond.
4. The Bond to Stay Jury Trial was held in effect that the monies received were to be held in trust until such time as a jury trial was held on the matters at issue in this case is agreed to by the Defendant.
5. Defendant paid the amount, as Ordered by the Court, that included attorney's fees and costs, which were later reduced to be removed from the amount.

COPY

6. Plaintiff and Defendant were scheduled to hold their trial on May 8, 2018. Plaintiff withdrew its Complaint and the Plaintiff, nor Plaintiff's Counsel attended court on May 8, 2018. The Defendant's Motion to Return Bond was made orally in the magistrates' office on the scheduled Court date of May 8, 2018. Plaintiff chose to withdraw their Complaint in this matter the afternoon before trial and did not appear at said Court date (please see attached Exhibit "A" letter from Plaintiff's attorney).
7. Defendant vacated the property located at the Galleria Shopping Center on November 22, 2017 after the Plaintiff caused the locks on the front door of the property to be changed.
8. Defendant reduced the size of the restaurant that he was leasing and attempted on many occasions to speak with the Plaintiff, the Plaintiff failed and refused to communicate with, or discuss the matter with the Defendant, leaving the Defendant to calculate his rent on his own and make the payment thereof, based on the smaller size. The lease contained provisions for the parties to communicate regarding the amount of any hold over rent. This was the matter in contention that brought this matter to trial in the first place and was never litigated once the Plaintiff withdrew its complaint.
9. The Order filed with the Court on May 8, 2018 was an Order, based on the Motion made in the magistrate's office on the date of the scheduled trial. As the Plaintiff withdrew their Complaint, the Bond was still in effect and therefore the funds should naturally be returned to Defendant as the bond becomes moot at that point. The Plaintiff continues to try and litigate disputed facts in its motion for relief from order to return bond. These disputed facts that would have been heard at trial were never established due to the Plaintiff's dismissal of its complaint.
10. The Motion at hand was never a written Motion. The Motion was a verbal motion made in the magistrate's court on the day of trial, after the withdrawal of the complaint in this case.
11. As stated above. The Motion was never a written Motion, the Order signed by the Judge was signed based on a verbal motion made on the date of trial, the Plaintiff chose not to

attend the trial and to withdraw the Complaint filed in this matter, leaving the issue as moot and the bond to be returned.

12. Again, the Order signed by the Judge was signed after a Motion made in Court upon the withdrawal of the Plaintiff's Complaint. As the Bond was issued against future payments of rent, and never Motioned to be used as such. The Bond paid by the Defendant to the Plaintiff is to be returned immediately.
13. The Order of the Court signed by the Judge should now be withdrawn based on a withdrawn Complaint. Based on the figures and the bond paid in this matter, the Court issued its Order to return the bond held and the Plaintiff should return the held funds to the Defendant immediately based upon the Defendant's oral motion on the date of trial.
14. The Defendant disagrees with the Plaintiff's contention that the Courts' July 31, 2017 order required the Defendant to pay all back rent owed as that wording is not in the Court's order. Again, these allegations were the heart of the disputes of this matter.

Furthermore, pursuant to Rule 11 of the SCRCF, Magistrate Court Rules, "If the Plaintiff does not appear at trial The Court may enter an Order dismissing the action." Therefore, the Court, dismissing the action filed by the Plaintiff herein, additionally Ordered the return of the Bond that was paid by the Defendant to the Plaintiff, and to be held in Trust, to be immediately returned to the Defendant.

Respectfully Submitted,



Trenton H. Chambers. #13775
Chambers Law Firm, PA
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-2363

Myrtle Beach, South Carolina
July 11th, 2018

CERTIFICATE OF SERVICE

This is to certify that I, Angela E. Reid, a paralegal with Chambers Law Firm, PA, have on the below listed date caused to be served upon the person(s) named below the below listed document(s) in the foregoing matter VIA:

☒ US Mail, Postage Pre-Paid addressed as follows:

☐ Electronic Delivery (SC Online E-Filing), as follows:

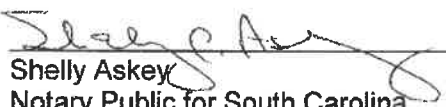
DOCUMENTS SERVED: *Defendant's Reply to Plaintiff's Motion for Relief from Order to Return Bond Pursuant to Rule 6(d), 7(a) and 60(b), SCRCP*

DATE SERVED: 07/ 17 /2018

PERSON SERVED: John F. Connell, Jr. and Henrietta Golding
2411 N. Oak Street, Suite 206
Myrtle Beach, SC 29577


Angela E. Reid, Paralegal

SWORN TO BEFORE ME THIS
17th day of July 2018.


Shelly Askey
Notary Public for South Carolina
My Commission Expires: 12/31/2022

2018 JUL 19 AM 10:51
CIVIL/CRIMINAL

10/10/2018

COPY

STATE OF SOUTH CAROLINA COUNTY OF HORRY Galleria Shopping Center, LLC, Plaintiff, Vs. Resort Restaurants of Myrtle Beach, Inc dba Rossi's, Defendant.	IN THE MAGISTRATE COURT FIFTEENTH JUDICIAL CIRCUIT Civil Case #: 2017CV261070942 <u>MOTION TO RETURN BOND FUNDS</u>
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TO: The Plaintiff's above-named, Galleria Shopping Center, LLC, and their Attorney of Record, Gregory L. Shelton:

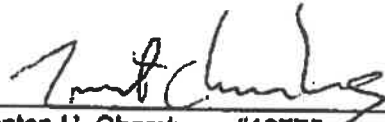
PLEASE TAKE NOTICE that Defendant by and through their undersigned counsel will move before the Presiding Judge of the Magistrate Court for the Fifteenth Judicial Circuit, Myrtle Beach, South Carolina, for a hearing to require the Plaintiff return the Bond funds paid by the Defendant, based on the following particulars:

1. The Plaintiff filed an application for ejectment with this Court on March 21, 2017;
2. Thereafter the Defendant filed their Answer on April 6, 2017;
3. The Order was issued for Defendant to pay a bond amount of \$34,810.82 (which included Attorney fees in the amount of \$16,451.50);
4. Thereafter, Defendant filed their Motion to Reconsider on August 7, 2018 to have the attorney fees removed from the Bond amount.
5. The Order to Reduce Bond was filed with this Court on September 6, 2017 reducing the total amount of the bond to \$18,389.32.
6. The Defendant paid the bond amount of \$34,810.82 to the Plaintiff, who was ordered to apply the attorney fee portion of \$16,451.50 toward rent and hold the \$18,389.32 as a bond.

(Exh. I)

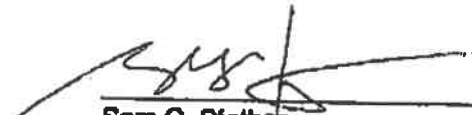
7. Plaintiff's attorney mailed a letter dated May 7, 2018, stating that the Plaintiff in this matter is withdrawing their Complaint and informing the Court that the hearing scheduled for May 8, 2018 was no longer necessary;
8. Based on the dismissal of this matter, Defendant is entitled to the return of the bond in the amount of \$18,389.32;
9. The Defendant hereby moves this Honorable Court to Order the Plaintiff to return the bond to the Defendant in the amount of \$18,389.32

Therefore, based on the above factors herein, Defendant hereby requests that this Court enforce its Order to Return Defendant's Bond paid to Plaintiff immediately.



Trenton H. Chambers, #13775
Chambers Law Firm, PA
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-2363

Myrtle Beach, South Carolina
October 10, 2018



Sam G. Stathos
Robert B. Strickland, IV
412 N Poplar Drive (29575)
P O Box 15669
Surfside Beach, SC 29587
Telephone: (843) 238-5618
Facsimile: (843) 238-8256

Surfside Beach, South Carolina
October 10, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY	)	2019-CP-26-03905
RESORT RESTAURANTS OF	)	
MYRTLE BEACH, INC. d/b/a	)	
ROSSI'S,	)	
	)	
Plaintiff,	)	
	)	
Vs	)	Transcript of Record
	)	
GALLERIA SHOPPING CENTER,	)	SEPTEMBER 11, 2019
LLC,	)	
	)	
Defendant.	)	
	)	

B E F O R E:

The Honorable Benjamin H. Culbertson
Horry County Courthouse
Conway, South Carolina

A P P E A R A N C E S:

Trenton H, Chambers, Esquire
Attorney for Plaintiff

John Connell, Esquire
Attorney for Defendant

Sallie Beth Todd
Official Court Reporter

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I N D E X

(There were no witnesses called during the hearing.)

Certificate of Court Reporter 9

E X H I B I T S

(There were no exhibits marked during the hearing.)

1 **THE COURT:** Alright. Next is 2019-CP-26-3905, Resort
2 Restaurants of Myrtle Beach and others versus Galleria
3 Shopping Center, LLC and others. According to my roster this
4 is a civil appeal from the Magistrates Court. Please give the
5 court reporter your name and who you represent.

6 **MR. CHAMBERS:** Thank you, Your Honor. Trent Chambers for
7 Galleria Shopping Center, LLC.

8 **MR. CONNELL:** I'm John Connell here for Galleria Shopping
9 Center, LLC.

10 **THE COURT:** Okay.

11 **MR. CHAMBERS:** Judge, Resort Restaurants of Myrtle Beach
12 doing business as Rossi's, Your Honor. I apologize.

13 **THE COURT:** Alright. So, Mr. Chambers, you're the
14 appellant?

15 **MR. CHAMBERS:** Yes, sir.

16 **THE COURT:** Okay. Let me hear from you.

17 **MR. CHAMBERS:** Thank you, Your Honor. This is an appeal
18 from a magistrate's ruling denying bond return of \$18,389.32.
19 Very simply, this is a long-term landlord tenant lease which
20 lead to the filing of this action. A fine was set and then
21 further reduced which left this amount of \$18,389.32. One day
22 prior to the jury trial in this matter the plaintiff withdrew
23 by e-mail to the Court and to me, withdrew their Complaint. I
24 showed up the next day and when it was called to pretrial and
25 in chambers asked the Court to return the bond which Judge

1 Livingston did do and then they filed a motion because it
2 wasn't done in open court and that was upheld. So, we went in
3 front of Judge Brad Mayers and he denied to return the bond
4 and we're here today based on that. There was no evidence
5 presented, no facts presented to the Court as they withdrew
6 their Complaint and so nothing was presented to the jury, yet
7 they have been allowed to keep a bond that was placed with
8 them at the beginning of the case and we believe that should
9 be returned.

10 **THE COURT:** Alright. Mr. Connell.

11 **MR. CONNELL:** Thank you, Your Honor. May it please the
12 Court? Again, John Connell here for the respondent, Galleria
13 Shopping Center, LLC. Mr. Chambers kind of went over the
14 facts. I think to start out, Your Honor, the appellant didn't
15 pay the rent during the lease. The appellant didn't pay the
16 rent when Judge Mayers ordered it pursuant to the bond to stay
17 the jury trial. Your Honor, the appellant still owes the
18 respondent \$89,000 in rent. Your Honor, I'm going to hand up
19 ---

20 **THE COURT:** Well, I mean, what is the bond?

21 **MR. CONNELL:** That's a great question. The bond required
22 that respondent continue to pay rent during the stay of the
23 jury trial and he just stopped paying rent altogether. That
24 was \$15,000 each month, Your Honor. And currently it just
25 continued to accrue until the lease ended. Now, the

1 respondent is out, and it doesn't make sense for our client to
2 have to pay back money that was ordered to be paid to us in
3 the first place.

4 **THE COURT:** Wait, wait, wait, wait, wait.

5 **MR. CONNELL:** I think if I walk through it, I can help
6 you and explain it.

7 **THE COURT:** Okay. Because I was thinking if there was a
8 dispute -- I'm assuming you brought an eviction action?

9 **MR. CONNELL:** That is correct, Your Honor.

10 **THE COURT:** Okay. And the magistrate ordered that they
11 pay a bond into the Court to cover the rent in the event you
12 prevailed at trial?

13 **MR. CHAMBERS:** Except it was placed with the plaintiff.

14 **THE COURT:** It was placed with the plaintiff?

15 **MR. CHAMBERS:** The bond was placed with the plaintiff.

16 **THE COURT:** Okay. Alright.

17 **MR. CONNELL:** Okay. So, if you flip over, Your Honor, I
18 think this will kind of help out and you can flip over, it
19 will be on the fourth page, Your Honor. That's the bond to
20 stay the jury trial. And what's important about this bond is
21 that there's two parts and, Your Honor, the two parts are the
22 payment of rent each and every month, so that is the
23 \$15,152.92. Alright, that was paid sporadically and this bond
24 to stay jury trial was in front of you, Your Honor, that was
25 July 31st, 2017. And the bond requires that the respondent --

1 excuse me, the appellant start to pay. Well, he stops in
2 November, he doesn't pay anything. Then he leaves, so that
3 was an ejectment action basically to remove him. Well, he
4 leaves. That term continues to accrue and that's the \$15,000.
5 In fact -- and, Your Honor, evidence was actually presented at
6 the motion hearing. The appellant didn't present any
7 evidence. There is an affidavit by Ms. Samantha Fasill, she
8 is the manager of the Galleria Shopping Center, the
9 respondent. I've got it tabbed for you, Your Honor, and
10 that's the first red tab at the top. And what you're going to
11 see is that for the first couple of months the appellant made
12 these rent payments and then just stopped on November 3rd.
13 However, as you can see on the second red tab, and I show you
14 this was presented in the motion hearing for request to return
15 bond, and again, no evidence to support that this was not
16 incorrect. We've got the appellant, Resort Restaurants,
17 requesting that the amount be paid -- the rent be paid with
18 the remaining bond amount and that's what was done and that's
19 your second red tab. So, the bond was used just as the
20 reoccurring rent was used to pay for that rent that was
21 requested that the Court required it be paid each month. It
22 just was never paid. So, what happened is our client saw that
23 we were chasing bad money. The tenant moves out, it's an
24 ejectment action, we're trying to get the tenant to move out.
25 The tenant is not complying at all with the bond to stay the

1 jury trial. So, now we're accruing all of this rent that he
2 hasn't paid, it's already at \$89,000 and that's where we're at
3 now. And, Your Honor, when the appellant came in front of
4 Judge Mayers, Judge Mayers agreed with us and stated you
5 didn't comply with the bond, you're not entitled to the
6 proceeds. That's exactly what's happened here, Your Honor.
7 We're seeking that you dismiss this appeal and side with Judge
8 Mayers as he said you can't get it back. Judge Mayers -- I'll
9 leave you with this, Your Honor. This is on the third page of
10 his Return. And at the very bottom Judge Mayers notes, on
11 June 10th, that was the date of the return bond or the motion
12 for the bond to be returned. It says that the Court ruled
13 that the appellant did not follow the order -- this is the
14 last paragraph -- of the bond to stay the appeal due to
15 accrued monthly rents not paid and he cited 27-37-130 and that
16 states that an appeal must be dismissed if you don't follow
17 the terms of the bond. Well, that's exactly what happened
18 here, Your Honor. They didn't follow the terms of the bond
19 and now they're seeking to get money back that was owed to us
20 originally. Your Honor, we seek that you deny this appeal.
21 Thank you.

22 **THE COURT:** Alright.

23 **MR. CHAMBERS:** Thank you, Your Honor. Respectfully, they
24 presented these facts -- but that's why we have a jury trial.
25 There were constructive evictions that happened in November

1 where this landlord shoed up and had the locks changed. All
2 of this would be presented to a jury. That never happened.

3 **THE COURT:** Yeah, but I mean, the bond was to stay the
4 eviction, correct?

5 **MR. CHAMBERS:** At first it was \$34,000 Judge Mayers had
6 included some attorneys fees and that was then reduced and
7 that \$16,000 and some dollars was used; instead of being
8 returned to my client it was used as rent for one month during
9 the pendency of this action. That's were that comes from.

10 **THE COURT:** Okay. But I guess my question is, your
11 client left so there was no real reason -- he was not seeking
12 to stay the eviction any longer?

13 **MR. CHAMBERS:** After all of the constructive eviction
14 stuff that happened, he didn't want to be there anymore
15 anyways. They kept changing the locks on him, so he left.

16 **THE COURT:** Okay. Alright.

17 **MR. CONNELL:** Just to add, Your Honor ---

18 **THE COURT:** No, that's fine. Thank you.

19 Alright. I'm going to deny the appeal. I'm going to
20 affirm the magistrate's decision.

21 **MR. CONNELL:** Thank you, Your Honor.

22 **MR. CHAMBERS:** Thank you. Have a good afternoon.

23 **THE COURT:** You too.

24 **(ADJOURNED)**

25

C E R T I F I C A T E

I, the undersigned, Sallie Beth Todd, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of the Transcript of Record of the hearing held in the interest of Resort Restaurants of Myrtle Beach, Inc. d/b/a Rossi's versus Galleria Shopping Center, LLC, held in the Court of Common Pleas for Horry County, Horry County Courthouse, Conway, South Carolina, on September 11, 2019.

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



Sallie Beth Todd, CVR
Official Reporter

December 31, 2019.

STATE OF SOUTH CAROLINA COUNTY OF HORRY Resort Restaurants of Myrtle Beach, Inc dba Rossi's, Plaintiff, Vs. Galleria Shopping Center, LLC, Defendant.	IN THE COMMON PLEAS COURT FIFTEENTH JUDICIAL CIRCUIT NOTICE OF CIVIL APPEAL of Horry County Magistrate Civil Case #: <u>2017CV261070942</u>
--	--

TO: Galleria Shopping Center, LLC, and their Attorney of Record, Henrietta U. Golding:

Resort Restaurants of Myrtle Beach, Inc (dba Rossi's) hereby gives Notice of Appeal from the Judgment of Horry County Magistrate Civil Case Number 2017CV261070942, to the General Sessions Court of Common Pleas, in the County of Horry.

This Notice of Appeal is made subsequent to the Magistrate Court's Ruling June 10, 2019.

The appellant's exceptions to the Ruling of the magistrate are set forth as follows: On June 10, 2019, Magistrate Judge Bradley Mayers denied returning a civil bond to Resort Restaurants of Myrtle Beach, Inc., dba Rossi's, where the Galleria Shopping Center, LLC had withdrawn its claims against Resort Restaurants of Myrtle Beach, Inc., dba Rossi's. After several hearings, there was a \$16,451.50 bond held by Galleria Shopping Center, LLC. The day before the jury trial, Galleria Shopping Center, LLC withdrew its Complaint. The Court has denied Resort Restaurants of Myrtle Beach, Inc., dba Rossi's, Motion to have the bond returned.

/s/Trenton H. Chambers
Trenton H. Chambers. #13775
Chambers Law Firm, PA
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-2363

Myrtle Beach, South Carolina
June 18, 2019

/s/ Sam G. Stathos
Sam G. Stathos
Robert B. Strickland, IV
412 N Poplar Drive (29575)
P O Box 15669
Surfside Beach, SC 29587
Telephone: (843) 238-5618
Facsimile: (843) 238-8256

Surfside Beach, South Carolina
June 18, 2019

Conway Summary Court

Resort Restaurants of Myrtle
Beach, et al,

Appellant,

Vs.

Galleria Shopping Center LLC, et
al,

Respondent,

Case No.: 2019-CP-26-03905
2017-CV-26-107-0942
ANSWER TO APPEAL

RENEE H. ELVIS
CLERK OF COURT
Horry County, SC

2019 JUL 19 PM 3:32

HORRY COUNTY

This civil action came before the Conway Magistrate court as a motion on a commercial eviction appeal bond hearing heard on July 31st, 2017. Bond to stay jury trial was set at \$15,152.00 per month in rent as agreed to in the lease, as well as paying the arrearage of \$34,840.82 See Exh A). A motion hearing was held on August 28th, 2017 to amend the \$34,840.82 to delete the attorney fees leaving a balance of \$18,389.32 (See Order dated September 14th, 2017 Exh B). This is the amount of the dispute of this appeal. The Appellant is represented by attorneys Trent H. Chambers and Sam G. Stathos. The Respondent is represented by Henrietta U. Golding of the McNair Law Firm.

After several continuances, consented to by both parties to negotiate a settlement in the matter, the jury trial was scheduled to be heard on the eviction on May 8th, 2018 (See Exh C). On May 7th, 2018 the Respondent, Galleria Shopping Center, LLC, represented by John F. Connell, Jr. of the McNair Law Firm, sent a letter to the

court giving notice that the civil jury trial was no longer necessary and to take it off of the trial roster (See Exh D). The Appellants attorney, Trent H. Chambers, made a motion to the Honorable Judge Margie B. Livingston presiding Judge of Central Jury Court, to release the \$18,389.32 bond back to Resort Restaurants of Myrtle Beach, Inc., DBA Rossi's. Judge Livingston granted the Appellants' motion (See Order dated May 15th, 2018 (See Exh E). No counsel from the McNair Law Firm was present for the motion.

On September 24th, 2018, Respondents attorney, Henrietta U. Golding, made a motion for relief of judgement, claiming the Appellant, Resort Restaurants, did not file a written motion or serve the Respondent, Galleria, any notice of a hearing. On July 23rd, 2018, Judge Livingston referred the case back to the Conway Magistrates Office of Judge Bradley D. Mayers so its Court could hear the motion and make a ruling on her Order, to be fair and impartial (See Memo Exh F). The Appellants attorney, Chambers, made the argument that the Respondents chose not to attend the trial and withdrew its complaint making the bond issue moot. Furthermore, Chambers argued pursuant to Rule 11 of the SCRCPC, Magistrate Court Rules, "If the plaintiff does not appear at trial... The Court may enter an order dismissing the action" (See response dated July 17th, 2018 (See Exh G). The Conway Magistrate Court granted the Respondents motion pursuant to the South Carolina Rules of Civil Procedure Rules 6(d), 7(b), 60(b). Accordingly, the Order to Return Bond of May 8th, 2018 was set aside (See Order dated November 1st, 2018 Exh H).

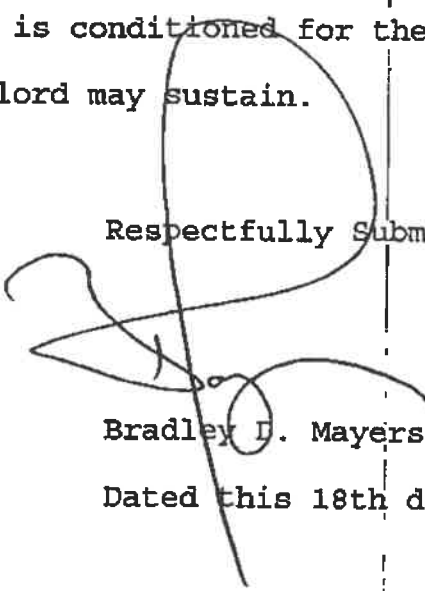
On October 10th, 2018, Appellant, Resort Restaurants, represented by Trent H. Chambers, made a second Motion to Return Bond Funds to

the Conway Magistrates Court (See Exh I). A hearing was held on June 10th, 2019 in the Conway Magistrate's Office. Appellants' Attorney Chambers reasserted his arguments that due to the dismissal of the action the bond should be returned to Resort Restaurants.

Respondent's attorney, Golding argued that the Order to Stay Bond on Appeal was not complied with due to the fact the rent of \$15,152.92 was not paid each month. Golding presented an affidavit of Samantha Fasul, the manager and member of Galleria Shopping Center, showing the accounting of rents paid. The last rent payment was November 3rd, 2017 of \$15,152.93 and the lease agreement continued through April 2018. Resort Restaurants never made payment in full for 5 (five) months and an outstanding arrearage balance of \$9,162.01, totaling \$84,926.66 (SEE Exh I).

On June 10th, 2019, the court ruled the Appellant, Resort Restaurants, did not follow the order of the Bond to Stay Appeal due to accrued and monthly rents not paid, pursuant to 27-37-130. The amount of bond is conditioned for the payment of all cost and damages which the landlord may sustain.

Respectfully Submitted,



Bradley D. Mayers

Dated this 18th day of July, 2019



Renee N. Elvis
Horry County Clerk of Court
P.O. Box 677
1301 2nd Avenue
Conway, SC 29526

June 19, 2019

VIA CERTIFIED MAIL

The Honorable Bradley Mayers
1201 3rd Avenue
Conway, SC 29526

**In re: Resort Restaurants of M
Magistrate Court Case No. : 20
Circuit Court Case No.: 2019G**

Dear Judge Mayers,

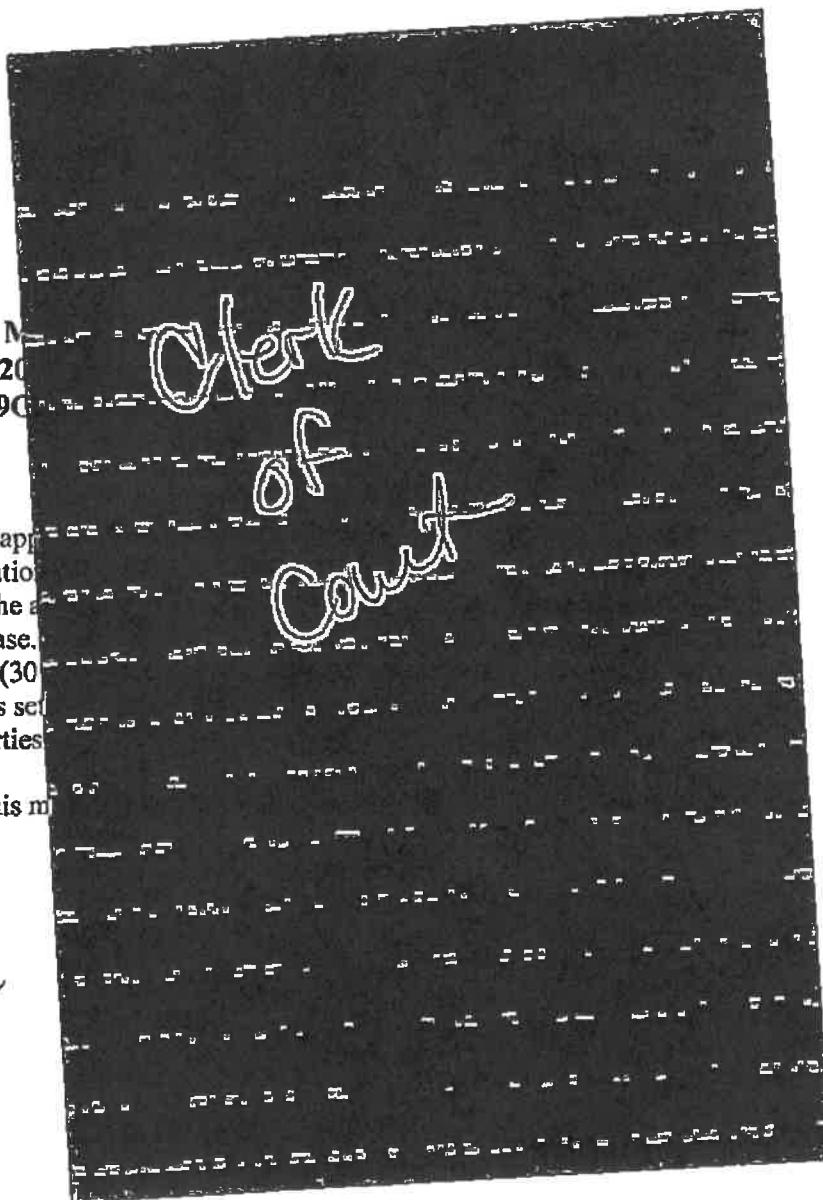
Please be advised that an app
office. Attached for your information
Code Ann. 18-7-60, in order for the
Return must be prepared in this case.
office no later than July 19, 2019 (30
your Return to address the matters set
reviewing judge as well as the parties

Thank you for your attention to this m

Sincerely yours,

Kandace R. Rabon
Administrative Assistant

Enclosures: Civil Appeal



STATE OF SOUTH CAROLINA COUNTY OF HORRY Resort Restaurants of Myrtle Beach, Inc dba Rossi's, Plaintiff, Vs. Galleria Shopping Center, LLC, Defendant.	IN THE COMMON PLEAS COURT FIFTEENTH JUDICIAL CIRCUIT NOTICE OF CIVIL APPEAL of Horry County Magistrate Civil Case #: <u>2017CV261070942</u>
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/s/Trenton H. Chambers
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Myrtle Beach, South Carolina
June 18, 2019

/s/ Sam G. Stathos
Sam G. Stathos
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Surfside Beach, South Carolina
June 18, 2019

Conway Summary Court

Resort Restaurants of Myrtle
Beach, et al,

Case No. : 2019-CP-26-03905
2017-CV-26-107-0942
ANSWER TO APPEAL

Appellant,

Vs.

Galleria Shopping Center LLC, et
al,

Respondent,

This civil action came before the Conway Magistrate court as a motion on a commercial eviction appeal bond hearing heard on July 31st, 2017. Bond to stay jury trial was set at \$15,152.00 per month in rent as agreed to in the lease, as well as paying the arrearage of \$34,840.82 See Exh A). A motion hearing was held on August 28th, 2017 to amend the \$34,840.82 to delete the attorney fees leaving a balance of \$18,389.32 (See Order dated September 14th, 2017 Exh B). This is the amount of the dispute of this appeal. The Appellant is represented by attorneys Trent H. Chambers and Sam G. Stathos. The Respondent is represented by Henrietta U. Golding of the McNair Law Firm.

After several continuances, consented to by both parties to negotiate a settlement in the matter, the jury trial was scheduled to be heard on the eviction on May 8th, 2018 (See Exh C). On May 7th, 2018 the Respondent, Galleria Shopping Center, LLC, represented by John F. Connell, Jr. of the McNair Law Firm, sent a letter to the

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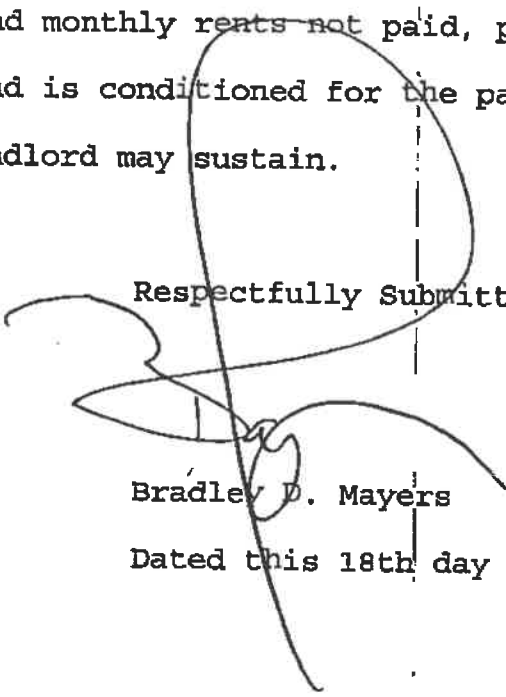
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On June 10th, 2019, the court ruled the Appellant, Resort Restaurants, did not follow the order of the Bond to Stay Appeal due to accrued and monthly rents not paid, pursuant to 27-37-130. The amount of bond is conditioned for the payment of all cost and damages which the landlord may sustain.

Respectfully Submitted,



Bradley D. Mayers

Dated this 18th day of July, 2019

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CIVIL CASE NUMBER 2017CV261070942

Galleria Shopping Center LLC
Landlord

BOND TO STAY
JURY TRIAL

DISTRICT #6
HORRY COUNTY

2017 JUL 31 PM 12:03

VS.

Resort Restaurants of MB Inc
DBA Rossi's
Tenant

Now comes the tenant in the above entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on the 21st Day of March, 2017, by the Magistrate. Tenant has requested a jury trial.

Pursuant to the findings of the Magistrate, the tenant will be obligated to pay rent in the amount of \$ 15,152.92 per month Due on the 1st day of each month. Upon today's findings, bond payment is set in the amount of \$34,840.82 to be paid by or on August 14, 2017. Accordingly all monies are to be paid in certified funds, made payable to Galleria Shopping Center LLC Attn Charlotte Sallis 121 West Trade St Suite 2500 Charlotte NC 28202

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Court to stay execution on the judgment for ejectment until this matter is heard by trial by jury.

This the 31st Day of July, 2017

[Signature]
Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard by jury. If Tenant fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant to the court on issues dealing with possession must be dismissed and the sheriff may dispossess the tenant.

This the 31st day of July, 2017

[Signature]
Judge Bradley D. Mayers

DISTRICT #6

2018 JUL -9 PM 4:48

MYRTLE BEACH
MAGISTRATE'S OFFICE

EXHIBIT

A

MYRTLE BEACH
MAGISTRATE'S OFFICE

2018 JUL -9 PM 4: 59

DISTRICT #6

PRINTED ON LINEAR MARK PAPER - HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK

0568303 11:24
Office AU # 1210(6)

Remitter: JEAN C MORRIS
Operator I.D.: 80001750 U245541

CASHIER'S CHECK

6830300792

PAY TO THE ORDER OF ***GALLERIA SHOPPING CENTER LLC ***

August 11, 2017

Thirty-four thousand eight hundred forty dollars and 82 cents

\$34,840.82

Payee Address:
Memo

WELLS FARGO BANK, N.A.
7102 N KINGS HWY
MYRTLE BEACH, SC 29572
FOR INQUIRIES CALL (800) 394-3122

VOID PROVERB US 34,840.82

[Signature]
AUTHORIZED SIGNATURE



6830300792 12100024814861 009082

See attached email from Attorney - apply checks to
September rent only -

mailed to Orlando 8/31/17
[Signature]

(9/6/2017)

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
Galleria Shopping Center, LLC,)
Plaintiff,)
vs.)
Resort Restaurants of Myrtle Beach,)
Inc. d/b/a Rossi's,)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2017CV261070942

ORDER

2017 SEP -6 AM 10:16
DISTRICT CLERK
HORRY COUNTY

THIS MATTER CAME BEFORE THE COURT on August 28, 2017 upon Defendant's Motion to Reconsider seeking a reduction of the Bond to Stay Jury Trial heard by the Court on July 31, 2017.

Having heard arguments of counsel, reviewed the pleadings and affidavits submitted, the Court finds that the ejectment of tenants is governed by Title 27, Chapter 37 of the South Carolina Code of Laws, specifically, §27-37-155 which provides for preliminary matters during the pendency of the action and directs the Court to determine the prevailing rent prior to the issuance of the Rule to Vacate or Show Cause and to set the amount of rent to be paid by the tenant to the landlord during the pendency of the action. Moreover, §27-37-155 requires the tenant to pay to the landlord all rent which becomes due and all rent allegedly owed prior to the issuance of the Rule. At a hearing to set bond, the Court is limited by the statute to setting a bond based upon the alleged rent owed. Attorney fees are not properly considered when determining the amount of back rent allegedly owed or the prevailing rent. Therefore, including attorney fees in the bond at the July 31, 2017 hearing was premature at this stage of the litigation.

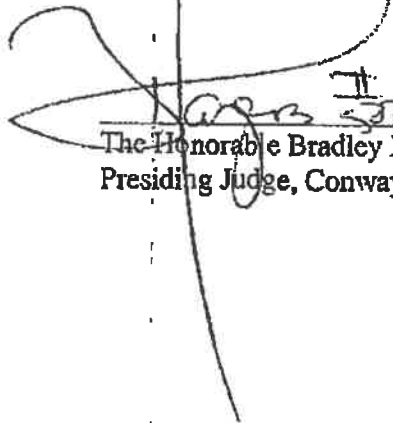
The total Bond to Stay Jury Trial issued at the conclusion of the Bond Hearing held July 31, 2017 was \$34,840.82 which included \$16,451.50 in Plaintiff's attorney fees. The amount of the Bond, as permitted by statute, should have been \$18,389.32 which sum does not include attorney fees.

24 9/14/2017 Exh B

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

- A. The Bond to Stay Jury Trial is reduced to \$18,389.32; and
- B. The Parties stipulate that the \$16,451.50 be applied as a credit to the Defendant's statement of account for rent due.

AND IT IS SO ORDERED.


The Honorable Bradley D. Mayers
Presiding Judge, Conway Magistrate Court

Sept 14th 2017
Conway, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
Galleria Shopping Center, LLC,)
Plaintiff,)
vs.)
Resort Restaurants of Myrtle Beach,)
Inc. d/b/a Rossi's,)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2017CV261070942

**CONSENT ORDER OF
CONTINUANCE**

COME NOW the parties and announce to the Court that the parties have agreed to continue the above captioned matter.

This matter was scheduled for trial on October 26, 2017. The Parties, through undersigned counsel, have agreed to continue the trial until March 31, 2018 to negotiate a settlement of this matter.

Further, the Parties are currently bound by this Court's Order of July 31, 2017 which requires the Defendant to pay monthly rent to the Plaintiff and the Defendant shall continue to abide by such order.

IT APPEARS to the Court that the parties have agreed to continue this matter for good cause shown.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED

That for good cause shown, this matter is continued until further notice of this Court
AND IT IS SO ORDERED.

Margie B. Livingston
The Honorable Margie B. Livingston
Presiding Judge
Horry County Central Jury Court

DISTRICT #6

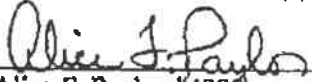
2018 JUL -9 PM 4: 59

MYRTLE BEACH
MAGISTRATE'S OFFICE

10/25/17 → 2017
Conway, South Carolina



WE SO MOVE AND CONSENT:

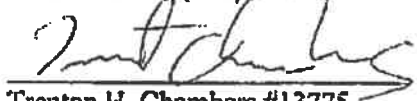


Alice F. Paylor #4380
Rosen Rosen & Hagood, LLC
Attorney for Galleria Shopping Center, LLC
PO Box 893
Charleston, SC 29402
Telephone: (843) 577-6726
Facsimile: (843) 724-8036

WE SO MOVE AND CONSENT:



Sam G. Stathos #14144
Robert B. Strickland, IV #100999
Patrick & Stathos, L.L.C.
Attorneys for Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's
412 N Poplar Drive (29575)
P O Box 15669
Surfside Beach, SC 29587
Telephone: (843) 238-5618
Facsimile: (843) 238-8256



Trenton H. Chambers #13775
Chambers Law Firm, PA
Attorney for Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-8256

5/7/2018
MCNAIR
ATTORNEYS

May 7, 2018

John F. Connell, Jr.

jconnell@mcnair.net
T 843.444.1107
F 843.443.9137

Via Fax: (843)-915-6065

Horry County Magistrate's Court
1201 Second Avenue
Conway, SC 29528

Re: Galleria Shopping Center, LLC v. Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's.
Civil Action No. 2017CV261070942

To Civil Jury Coordinator:

This law firm represents Galleria Shopping Center, LLC in the above-referenced case. Pursuant to my telephone call this morning, Galleria Shopping Center, LLC will be withdrawing its Complaint and tomorrow's, May 8, 2018, civil jury trial with Judge Livingston is no longer necessary. Therefore, please remove the above-referenced case from tomorrow's civil jury trial roster.

Sincerely,

McNAIR LAW FIRM, P.A.


John F. Connell, Jr.

JFC:ck

cc: Trent Chambers, Esq. (via email)

McNAIR LAW FIRM, P.A.
Founders Centre
2411 Oak Street, Suite 208
Myrtle Beach, SC 29577

Mailing Address
Post Office Box 336
Myrtle Beach, SC 29578

mcnair.net

Exh D

STATE OF SOUTH CAROLINA COUNTY OF HORRY Galleria Shopping Center, LLC, Plaintiff, Vs. Resort Restaurants of Myrtle Beach, Inc dba Rossi's, Defendant.	IN THE MAGISTRATE COURT FIFTEENTH JUDICIAL CIRCUIT Civil Case #: 2017CV261070942 <u>ORDER TO RETURN BOND</u>
--	---

Pursuant to the letter dated May 7, 2018 from John F. Connell, Jr. stating that the Plaintiff in this matter is withdrawing their Complaint and informing the Court that the hearing scheduled for May 8, 2018 was no longer necessary; together with the Order filed with this Court on September 6, 2017, where the Bond to Stay Jury Trial required the Defendant to place \$18,389.32 with Galleria Shopping Center, Attention Charlotte Sallis, as bond for Rent to be paid.

On Motion of Trenton H. Chambers, Attorney for the Defendant herein, Galleria Shopping Center, Attention Charlotte Sallis is to immediately return \$18,389.32 to the Defendant. Therefore, it is, hereby

ORDERED, ADJUDGED AND DECREED that Galleria Shopping Center, Attention Charlotte Sallis shall return \$18,389.32 to the Defendant on or before May 15, 2018.

Marge B. Livingston
 Marge B. Livingston
 Horry County Magistrate Judge

ON MOTION OF:

Trenton H. Chambers
 Trenton H. Chambers

2018 MAY 16 AM 11:57
 CIVIL/CRIMINAL

EXH E

MEMO TO: Judge Bradley Mayers
FROM: Judge Margie B. Livingston
DATE: July 23, 2018
RE: GALLERIA -V- RESORT RESTAURANTS D/B/A ROSSI'S#150

(Natural bond)

(2A-37-130)
Fix ant all cost
& damage

Continue final
accuse
some
more
little
the rest

Judge, this case was transferred to Central Jury from your Office. As is our trend, Status Conferences were set before Court dates. As a matter of fact I have prepared, and am enclosing a copying of how things transpired since I received the case from your office.

disregard to pay that ant.

(ISS sect 2)

After continuances and changes of attorney(s), etc., a date for jury trial was set for May 8, 2018. On May 7, the day before, Plaintiff, through Attorney Connell, faxed me a letter withdrawing the Claim, and stating there would be no need for the hearing/trial on May 8, 2018. Nonetheless, Trent Chambers appeared the next morning (by now having received a copy of Connell's fax also). Based on that letter, he made a motion to dismiss the action. I did. At the same time he motioned for the return of the bond money. I told him to prepare me an Order. He did and I signed it. My personal thoughts at the time were if the claim was withdrawn, then all claims made were moot. Secondly the motion was heard on the day of the Jury trial during Pretrial. The Plaintiff had notice to be present, but chose not to. Comes now, Attorney Henrietta Golding with a motion for relief of turning the bond over. Trent Chambers replies with a response to her Motion as to why the Court should not,

My request is that since the matter never got to trial because of Plaintiff's withdrawing Complaint, may I ask that you to make the decision of whether the bond should be returned? Obviously I would set aside the Order returning the bond. I believe the bond is a *procedure* required in LLT matters where rent is an issue. The Defense wanted the issues to be heard through Jury trial (even as to whether rent was in arrears and due). The Jury would have determined if that were the case. In that Plaintiff withdrew Complaint and I dismissed the case, I ordered the bond returned. I will notify the parties that you will set a time to hear their Motions and make a ruling as to Bond. Thank you.

(Exh. F)

7

STATE OF SOUTH CAROLINA COUNTY OF HORRY Galleria Shopping Center, LLC, Plaintiff, Vs. Resort Restaurants of Myrtle Beach, Inc dba Rossi's, Defendant.	IN THE MAGISTRATE COURT FIFTEENTH JUDICIAL CIRCUIT Civil Case #: 2017CV261070942 <u>RESPONSE TO PLAINTIFF'S MOTION FOR</u> <u>RELIEF FROM ORDER TO RETURN BOND</u> <u>PURSUANT TO RULES 6(d), 7(a) AND</u> <u>60(b), SCRPC</u>
---	--

2018
JAN 10 10:51
CLERK OF COURT
JIMMY L. RICHMOND

The Defendant, Resort Restaurants of Myrtle Beach, Inc. (dba Rossi's), by and through their undersigned Counsel, responds to the Plaintiff's Motion for Relief from Order to Return Bond Pursuant to Rule 6(d), 7(a) and 60(b), as follows:

1. On July 31, 2017, a Bond to Stay Jury Trial was Ordered for Defendant to pay \$34,840.82 as a bond to stay jury trial. This amount was not specified as "back rent owed" as stated in the Plaintiff's motion. The Defendant was ordered to pay rent in the amount of \$15,152.92 on the 1st of each month as a condition of bond.
2. The statement that "Specifically, rent paid by the Defendant to the Plaintiff was set and the Defendant was to pay future payments of rent to the Plaintiff, while the bond was to be held separately." is agreed to by the Defendant.
3. The bond payment in the amount of \$34,840.82 was paid by Defendant to Plaintiff. This was later lowered to \$18,839.32 as bond to be held until further proceedings by the Court just as the original bond.
4. The Bond to Stay Jury Trial was held in effect that the monies received were to be held in trust until such time as a jury trial was held on the matters at issue in this case is agreed to by the Defendant.
5. Defendant paid the amount, as Ordered by the Court, that included attorney's fees and costs, which were later reduced to be removed from the amount.

(Exh G.)

6. Plaintiff and Defendant were scheduled to hold their trial on May 8, 2018. Plaintiff withdrew its Complaint and the Plaintiff, nor Plaintiff's Counsel attended court on May 8, 2018. The Defendant's Motion to Return Bond was made orally in the magistrates' office on the scheduled Court date of May 8, 2018. Plaintiff chose to withdraw their Complaint in this matter the afternoon before trial and did not appear at said Court date (please see attached Exhibit "A" letter from Plaintiff's attorney).
7. Defendant vacated the property located at the Galleria Shopping Center on November 22, 2017 after the Plaintiff caused the locks on the front door of the property to be changed.
8. Defendant reduced the size of the restaurant that he was leasing and attempted on many occasions to speak with the Plaintiff, the Plaintiff failed and refused to communicate with, or discuss the matter with the Defendant, leaving the Defendant to calculate his rent on his own and make the payment thereof, based on the smaller size. The lease contained provisions for the parties to communicate regarding the amount of any hold over rent. This was the matter in contention that brought this matter to trial in the first place and was never litigated once the Plaintiff withdrew its complaint.
9. The Order filed with the Court on May 8, 2018 was an Order, based on the Motion made in the magistrate's office on the date of the scheduled trial. As the Plaintiff withdrew their Complaint, the Bond was still in effect and therefore the funds should naturally be returned to Defendant as the bond becomes moot at that point. The Plaintiff continues to try and litigate disputed facts in its motion for relief from order to return bond. These disputed facts that would have been heard at trial were never established due to the Plaintiff's dismissal of its complaint.
10. The Motion at hand was never a written Motion. The Motion was a verbal motion made in the magistrate's court on the day of trial, after the withdrawal of the complaint in this case.
11. As stated above. The Motion was never a written Motion, the Order signed by the Judge was signed based on a verbal motion made on the date of trial, the Plaintiff chose not to

attend the trial and to withdraw the Complaint filed in this matter, leaving the issue as moot and the bond to be returned.

12. Again, the Order signed by the Judge was signed after a Motion made in Court upon the withdrawal of the Plaintiff's Complaint. As the Bond was issued against future payments of rent, and never Motioned to be used as such. The Bond paid by the Defendant to the Plaintiff is to be returned immediately.

13. The Order of the Court signed by the Judge should now be withdrawn based on a withdrawn Complaint. Based on the figures, and the bond paid in this matter, the Court issued its Order to return the bond held and the Plaintiff should return the held funds to the Defendant immediately based upon the Defendant's oral motion on the date of trial.

14. The Defendant disagrees with the Plaintiff's contention that the Courts' July 31, 2017 order required the Defendant to ~~pay all back-rent-owned-as-that wording~~ is not in the Court's order. Again, these allegations were the heart of the disputes of this matter.

Furthermore, pursuant to Rule 11 of the SCRCP, Magistrate Court Rules, "If the Plaintiff does not appear at trial The Court may enter an Order dismissing the action." Therefore, the Court, dismissing the action filed by the Plaintiff herein, additionally Ordered the return of the Bond that was paid by the Defendant to the Plaintiff, and to be held in Trust, to be immediately returned to the Defendant.

Respectfully Submitted,



Trenton H. Chambers. #13775
Chambers Law Firm, PA
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-2363

Myrtle Beach, South Carolina
July 17th, 2018

CERTIFICATE OF SERVICE

This is to certify that I, Angela E. Reid, a paralegal with Chambers Law Firm, PA, have on the below listed date caused to be served upon the person(s) named below the below listed document(s) in the foregoing matter VIA:

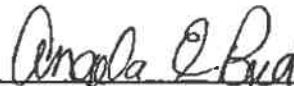
☒ US Mail, Postage Pre-Paid addressed as follows:

☐ Electronic Delivery (SC Online E-Filing), as follows:

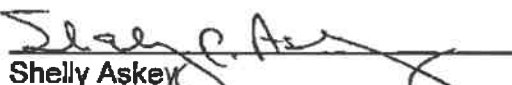
DOCUMENTS SERVED: *Defendant's Reply to Plaintiff's Motion for Relief from Order to Return Bond Pursuant to Rule 6(d), 7(a) and 60(b), SCRCF*

DATE SERVED: 07/17/2018

PERSON SERVED: John F. Connell, Jr. and Henrietta Golding
2411 N. Oak Street, Suite 206
Myrtle Beach, SC 29577


Angela E. Reid, Paralegal

SWORN TO BEFORE ME THIS
17th day of July 2018.


Shelly Askey
Notary Public for South Carolina
My Commission Expires: 12/31/2022

FILED
2018 JUL 19 AM 10:51
CIVIL/CRIMINAL

11/1/2018

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Galleria Shopping Center, LLC,

Plaintiff,

vs.

Resort Restaurants of Myrtle Beach, Inc.
dba Rossi's

Defendant.

IN THE MAGISTRATE COURT
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2017CV261070942

**ORDER GRANTING PLAINTIFF'S
MOTION FOR RELIEF FROM
JUDGMENT**

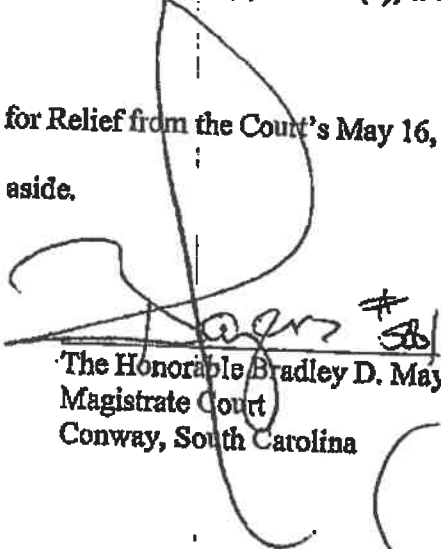
This matter came before the Court on Monday, September 24, 2018 on Plaintiff Galleria Shopping Center, LLC's ("Plaintiff") Motion for Relief from Judgment.

On May 8, 2018, Defendant Resort Restaurants of Myrtle Beach, Inc. dba Rossi's ("Defendant") submitted an Order for Return of Bond ("Order") requesting Eighteen Thousand, Three Hundred and Eight-Nine Dollars and 32/100 (\$18,389.32) to be returned to Defendant. Defendant did not file a written motion and did not serve any notice of hearing to Plaintiff. On May 16, 2018, this Court inadvertently entered an Order to Return Bond.

After considering the matter, and the arguments of counsel, the Court finds that, pursuant to South Carolina Rules of Civil Procedure Rules 6(d), 7(b), and 60(b), it appears the Order was issued inadvertently.

Accordingly, Plaintiff's Motion for Relief from the Court's May 16, 2018 Order to Return Bond is granted and the judgment is set aside.

IT IS SO ORDERED.


The Honorable Bradley D. Mayers
Magistrate Court
Conway, South Carolina

Date: 11/1/2018

(Exh 4)

10/10/2018

COPY

STATE OF SOUTH CAROLINA COUNTY OF HORRY Galleria Shopping Center, LLC, Plaintiff, Vs. Resort Restaurants of Myrtle Beach, Inc dba Rossi's, Defendant.	IN THE MAGISTRATE COURT FIFTEENTH JUDICIAL CIRCUIT Civil Case #: 2017CV261070942 <u>MOTION TO RETURN BOND FUNDS</u>
--	--

TO: The Plaintiff's above-named, Galleria Shopping Center, LLC, and their Attorney of Record, Gregory L. Shelton:

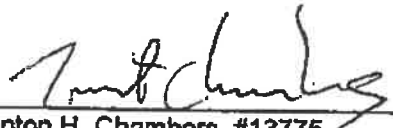
PLEASE TAKE NOTICE that Defendant by and through their undersigned counsel will move before the Presiding Judge of the Magistrate Court for the Fifteenth Judicial Circuit, Myrtle Beach, South Carolina, for a hearing to require the Plaintiff return the Bond funds paid by the Defendant, based on the following particulars:

1. The Plaintiff filed an application for ejectment with this Court on March 21, 2017;
2. Thereafter the Defendant filed their Answer on April 6, 2017;
3. The Order was issued for Defendant to pay a bond amount of \$34,810.82 (which included Attorney fees in the amount of \$16,451.50);
4. Thereafter, Defendant filed their Motion to Reconsider on August 7, 2018 to have the attorney fees removed from the Bond amount.
5. The Order to Reduce Bond was filed with this Court on September 6, 2017 reducing the total amount of the bond to \$18,389.32.
6. The Defendant paid the bond amount of \$34,810.82 to the Plaintiff, who was ordered to apply the attorney fee portion of \$16,451.50 toward rent and hold the \$18,389.32 as a bond.

(Exh. I)

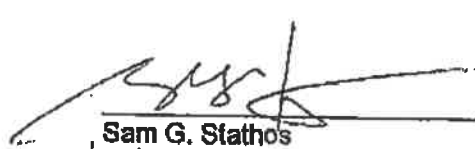
7. Plaintiff's attorney mailed a letter dated May 7, 2018, stating that the Plaintiff in this matter is withdrawing their Complaint and informing the Court that the hearing scheduled for May 8, 2018 was no longer necessary;
8. Based on the dismissal of this matter, Defendant is entitled to the return of the bond in the amount of \$18,389.32;
9. The Defendant hereby moves this Honorable Court to Order the Plaintiff to return the bond to the Defendant in the amount of \$18,389.32

Therefore, based on the above factors herein, Defendant hereby requests that this Court enforce its Order to Return Defendant's Bond paid to Plaintiff immediately.



Trenton H. Chambers, #13775
Chambers Law Firm, PA
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-2363

Myrtle Beach, South Carolina
October 10, 2018



Sam G. Stathos
Robert B. Strickland, IV
412 N Poplar Drive (29575)
P O Box 15669
Surfside Beach, SC 29587
Telephone: (843) 238-5618
Facsimile: (843) 238-8256

Surfside Beach, South Carolina
October 10, 2018

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Galleria Shopping Center, LLC,

Plaintiff,

vs.

Resort Restaurants of Myrtle Beach, Inc.
dba Rossi's

Defendant.

IN THE MAGISTRATE COURT
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2017CV261070942

AFFIDAVIT OF
SAMANTHA FASUL

DISTRICT #1
HORRY COUNTY

FILED
OFFICE OF MAGISTRATE
2019 MAY -3 PM 2:10

PERSONALLY, appeared before me, Samantha Fasul, who being duly sworn, deposes and states the following:

1. I am Samantha Fasul, and I am Manager and Member of Galleria Shopping Center, LLC ("Plaintiff").
2. I have personal knowledge of the facts stated herein.
3. Plaintiff owns a shopping center located at 9636 N. King Highway, Myrtle Beach, South Carolina 29572 (the "Shopping Center").
4. On or around March 29, 1996, Resort Restaurants of Myrtle Beach, Inc. dba Rossi's ("Defendant") entered into an lease agreement ("Lease Agreement") with Galleria Shopping Center Limited Partnership to lease space located within the Shopping Center. Plaintiff purchased the Shopping Center in or around May 2004 and inherited the lease with Defendant.
5. On or around the fall 2016, Defendant defaulted on its rent payment.
6. On March 21, 2017, the Magistrate Court issued a judgment of ejectment against Defendant.
7. On July 31, 2017, Defendant appeared before the Magistrate Court and demanded a jury trial.

Exh. I

with Exh A-F

8. While the trial of the case was pending, it was my understanding that Judge Bradley D. Mayers required Defendant to continue to pay rent in the amount of Fifteen Thousand, One Hundred Fifty-Two and 92/100 Dollars (\$15,152.92) per month and set a bond amount of Thirty-Four Thousand, Eight Hundred Forty and 82/100 Dollars (\$34,840.82). (See **Attachment A, Bond to Stay Jury Trial**).

9. On August 11, 2017, Defendant issued a cashier's check to Plaintiff in the amount of Thirty-Four Thousand, Eight Hundred Forty and 82/100 Dollars (\$34,840.82) (See **Attachment B, Cashier's Check**). At the time Plaintiff deposited the Cashier's Check, Defendant was Forty-Two Thousand, Fifty and 21/100 Dollars (\$42,050.21) in arrears. (See **Attachment C, October 23, 2017 Galleria Shopping Center Ledger**). After Plaintiff deposited the Cashier's Check, Defendant was still in arrears in the amount of Seven Thousand, Two Hundred Nine and 39/100 Dollars (\$7,209.39) for back owed rent. **Attachment C**.

10. On September 29, 2017, Defendant issued a check from Crescom Bank to Charlotte Sallis, Plaintiff's management company, in the amount of Thirteen Thousand, Eight Hundred Fifty-Four and 35/100 Dollars (\$13,854.35) for back owed rent. (See **Attachment D, Crescom Bank Check**). At the time of this payment, Defendant was still in arrears by an amount of Twenty-Two Thousand, Six Hundred Eighty-Nine and 34/100 Dollars (\$22,689.34). The Crescom Bank check brought Defendant's remaining unpaid balance to Eight Thousand, Eight Hundred Thirty-Four and 99/100 (\$8,834.99) in back owed rent. **Attachment C**.

11. On October 25, 2017, the Parties agreed to continue the trial of the case in an attempt to resolve the dispute. (See **Attachment E, Consent Order of Continuance**). However, it was my understanding that Defendant would continue to pay monthly rent to Plaintiff. **Attachment E**.

12. Defendant did not continue paying rent to Plaintiff and Defendant's last rent payment to Plaintiff was on November 3, 2017 in the amount of Fifteen Thousand, One Hundred Fifty-Two and 93/100 Dollars (\$15,152.93) (See Attachment F, November 2017 Galleria Shopping Center Ledger). Following the last payment, Defendant was still in arrears in a total amount of Nine Thousand, One Hundred Sixty-Two and 01/100 Dollars (\$9,162.01). Defendant Lease Agreement continued through April 2018. Attachment F.

13. Defendant never made payment in full and, as a result, Defendant's outstanding balance is now approximately Eighty-Four Thousand, Nine Hundred Twenty-Six Dollars and 66/100 (84,926.66). This amount encompasses five (5) unpaid months of rent totaling Fifteen Thousand, One Hundred Fifty-Two and 93/100 Dollars (\$15,152.93) per month plus an outstanding balance of Nine Thousand, One Hundred Sixty-Two and 01/100 Dollars (\$9,162.01) of back owed rent. For each rental month not paid, Defendant was also charged an additional One Thousand and 00/100 Dollars (\$1,000.00) for late rent. Therefore, in total, Defendant has accrued an amount of Eighty-Nine Thousand, Nine Hundred Twenty-Six and 66/100 Dollars (\$89,926.66) in back rent.

Further Deponent Saith Not.


Samantha Fasul

SWORN TO before me this 3

Day of May, 2019.

 (LS)

Notary Public for South Carolina

My commission expires: 12/2/25

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CIVIL CASE NUMBER 2017CV261070942

Galleria Shopping Center LLC
Landlord

BOND TO STAY
JURY TRIAL

FILED
DISTRICT #1
HORRY COUNTY

2017 JUL 31 PM 12:03

VS.

Resort Restaurants of MB Inc
DBA Rossi's

Tenant

Now comes the tenant in the above entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on the 21st Day of March, 2017, by the Magistrate. Tenant has requested a jury trial.

Pursuant to the findings of the Magistrate, the tenant will be obligated to pay rent in the amount of \$ 15,152.92 per month Due on the 1st day of each month. Upon today's findings, bond payment is set in the amount of \$34,840.82 to be paid by or on August 14, 2017. Accordingly all monies are to be paid in certified funds, made payable to Galleria Shopping Center LLC Attn Charlotte Sallis 121 West Trade St Suite 2500 Charlotte NC 28202

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Court to stay execution on the judgment for ejectment until this matter is heard by trial by jury.

This the 31st Day of July, 2017

[Signature]
Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard by jury. If Tenant fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant to the court on issues dealing with possession must be dismissed and the sheriff may dispossess the tenant.

This the 31st day of July, 2017

[Signature]
Judge Bradley D. Mayers



PRINTED ON LINE MARK PAPER - HOLD TO LIGHT TO VIEW - FOR ADDITIONAL SECURITY FEATURES SEE BACK - 100% RECYCLED PAPER

0080303 : 1124 : 1210181 : 6830300792

CASHIER'S CHECK

Remitter: JESAN C MORRIS
Operator ID: sc001750 u245541

AUGUST 11, 2017

PAY TO THE ORDER OF ***GALLERIA SHOPPING CENTER LLC ***

Thirty-four thousand eight hundred forty dollars and 82 cents

\$34,840.82

Payee Address:
Memo

WELLS FARGO BANK, N.A.
7102 N KINGS HWY
MYRTLE BEACH, SC 29572
FOR INQUIRIES CALL (480) 394-3122

VOID OVERLIES \$34,840.82

AUTHORIZED SIGNATURE

Cont. Bo - a to be held

⑈6830300792⑈ ⑈12100024814851009082⑈

See attached email from Attorney - apply checks to
September rent only -



mailed to Orlando 8/31/17
CF

Galleria Shopping Center, LLC

PO Box 6230
Orlando, FL 32802-6230

Resort Restaurants of Myrtle Beach, Inc.
Rossi's
P.O. Box 1036
Myrtle Beach, SC, 29578

Statement

Account: 402630-10011993-Resort Restaurants of
Prop Name: Myrtle Beach, Inc.
Galleria Shopping Center
Assigned Spaces: D7-11
Date: 10/23/2017
Payment: \$

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
01/05/17	Chk# 34845		3,788.23	(52,671.52)
01/05/17	Chk# 34837		3,788.23	(56,459.75)
01/05/17	Chk# 34842		3,788.23	(60,247.98)
01/05/17	Chk# 34831		3,788.23	(64,036.21)
02/23/17	Chk# 34901		1,500.00	(65,536.21)
03/01/17	Base Rent Retail (09/2016)	10,101.95		(55,434.26)
03/01/17	Base Rent Retail (10/2016)	10,101.95		(45,332.31)
03/01/17	Base Rent Retail (11/2016)	10,101.95		(35,230.36)
03/01/17	Base Rent Retail (12/2016)	10,101.95		(25,128.41)
03/01/17	Base Rent Retail (01/2017)	10,101.95		(15,026.46)
03/01/17	Base Rent Retail (02/2017)	10,101.95		(4,924.51)
03/01/17	Base Rent Retail (03/2017)	10,101.95		5,177.44
03/01/17	Common Area Maintenance (09/2016)	4,678.00		9,855.44
03/01/17	Common Area Maintenance (10/2016)	4,678.00		14,533.44
03/01/17	Common Area Maintenance (11/2016)	4,678.00		19,211.44
03/01/17	Common Area Maintenance (12/2016)	4,678.00		23,889.44
03/01/17	Common Area Maintenance (01/2017)	4,678.00		28,567.44
03/01/17	Common Area Maintenance (02/2017)	4,678.00		33,245.44
03/01/17	Common Area Maintenance (03/2017)	4,678.00		37,923.44
03/01/17	Utilities (09/2016)	700.00		38,623.44
03/01/17	Utilities (10/2016)	700.00		39,323.44
03/01/17	Utilities (11/2016)	700.00		40,023.44
03/01/17	Utilities (12/2016)	700.00		40,723.44
03/01/17	Utilities (01/2017)	700.00		41,423.44
03/01/17	Utilities (02/2017)	700.00		42,123.44
03/01/17	Utilities (03/2017)	700.00		42,823.44
03/06/17	Chk# 34911		1,500.00	41,323.44
03/14/17	Chk# 34919		2,000.00	39,323.44
03/16/17	Chk# 34924		2,000.00	37,323.44
03/28/17	Chk# 34929		2,000.00	35,323.44
04/04/17	Chk# 34947		2,000.00	33,323.44
04/04/17	March Late Fee	1,000.00		34,323.44
04/12/17	Chk# 34959		2,500.00	31,823.44
04/18/17	Chk# 34961		2,500.00	29,323.44
04/25/17	Chk# 4972		3,000.00	26,323.44

EXHIBIT**C**

79

Tuesday, October 31, 2017

Galleria Shopping Center, LLC

PO Box 6230
Orlando, FL 32802-6230

Resort Restaurants of Myrtle Beach, Inc.
Rossi's
P.O. Box 1036
Myrtle Beach, SC, 29578

Statement

Account: 402630-10011993-Resort Restaurants of
Prop Name: Myrtle Beach, Inc.
Galleria Shopping Center
Assigned Spaces: D7-11
Date: 10/23/2017
Payment: \$

Date	Description	Charges	Payments	Balance
	Balance Forward			10,101.95
05/01/17	Base Rent Retail (04/2017)	10,101.95		36,425.39
05/01/17	Base Rent Retail (05/2017)	10,101.95		46,527.34
05/01/17	Common Area Maintenance (04/2017)	4,678.00		51,205.34
05/01/17	Common Area Maintenance (05/2017)	4,678.00		55,883.34
05/01/17	Utilities (04/2017)	700.00		56,583.34
05/01/17	Utilities (05/2017)	700.00		57,283.34
05/02/17	Chk# 34981		3,000.00	54,283.34
05/04/17	April Late Fee	1,000.00		55,283.34
05/15/17	Chk# 5008		3,000.00	52,283.34
05/24/17	Chk# 5025		3,000.00	49,283.34
05/24/17	Chk# 5017		3,000.00	46,283.34
05/31/17	Chk# 35042		3,000.00	43,283.34
06/01/17	Base Rent Retail (06/2017)	10,101.95		53,385.29
06/01/17	Common Area Maintenance (06/2017)	4,678.00		58,063.29
06/01/17	Utilities (06/2017)	700.00		58,763.29
06/01/17	May Late Fee	1,000.00		59,763.29
06/14/17	Chk# 5052		4,000.00	55,763.29
06/21/17	Chk# 35060		4,000.00	51,763.29
06/28/17	Chk# 35071		7,000.00	44,763.29
06/28/17	June Late Fee	1,000.00		45,763.29
06/30/17	Chk# 35085		7,000.00	38,763.29
07/01/17	Base Rent Retail (07/2017)	10,101.95		48,865.24
07/01/17	Common Area Maintenance (07/2017)	4,678.00		53,543.24
07/01/17	Utilities (07/2017)	700.00		54,243.24
07/11/17	Chk# 35098		7,000.00	47,243.24
07/19/17	Chk# 5100		7,000.00	40,243.24
07/24/17	Chk# 5127		7,000.00	33,243.24
07/24/17	Chk# 35111		7,000.00	26,243.24
08/01/17	Base Rent Retail (08/2017)	10,101.95		36,345.19
08/01/17	Common Area Maintenance (08/2017)	4,678.00		41,023.19
08/01/17	Utilities (08/2017)	700.00		41,723.19
08/07/17	ppd			41,723.19
08/07/17	Chk# 35145		15,152.93	26,570.26
09/01/17	Base Rent Retail (09/2017)	10,101.95		36,672.21
09/01/17	Common Area Maintenance (09/2017)	4,678.00		41,350.21

RESORT RESTAURANTS OF MYRTLE BEACH, INC. DBA ROSSI'S

35213

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
GalleriaRent20	Paid with remaining bond amount	10/1/17	15,152.93		15,152.93 -1,288.58
RECEIVED SEP 29 2017 BY: mailed to Orlando 9/29/17					
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	
9/29/17	35213	GALLERIA SHOPPING CENTER, LLC		\$13,854.35	

RESORT RESTAURANTS OF MYRTLE BEACH, INC.
DBA ROSSI'S OF MYRTLE BEACH
P.O. BOX 1036 MYRTLE BEACH SC 29576-1036
PHONE (843) 449-0481

Check Number 35213
67-807-532

DATE Sep 28, 2017
AMOUNT \$ 13,854.35

Memo: Charlotte Salls

PAY TO THE ORDER OF: Thirteen Thousand Eight Hundred Fifty Four and 35/100 Dollars
GALLERIA SHOPPING CENTER, LLC
c/o FOUNDRY COMMERCIAL, LLC
PO BOX 6230
ORLANDO FL 32802-6230

AUTHORIZED SIGNATURE

VOID

⑈035213⑈ ⑆053208079⑆0159000074⑈



STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

Galleria Shopping Center, LLC,)

Plaintiff,)

vs.)

Resort Restaurants of Myrtle Beach,)
Inc. d/b/a Rossi's,)

Defendant.)

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. 2017CV261070942

**CONSENT ORDER OF
CONTINUANCE**

COME NOW the parties and announce to the Court that the parties have agreed to continue the above captioned matter.

This matter was scheduled for trial on October 26, 2017. The Parties, through undersigned counsel, have agreed to continue the trial until March 31, 2018 to negotiate a settlement of this matter.

Further, the Parties are currently bound by this Court's Order of July 31, 2017 which requires the Defendant to pay monthly rent to the Plaintiff and the Defendant shall continue to abide by such order.

IT APPEARS to the Court that the parties have agreed to continue this matter for good cause shown.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED

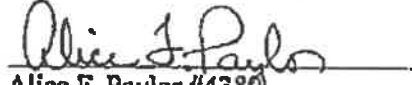
That for good cause shown, this matter is continued until further notice of this Court
AND IT IS SO ORDERED.

Margie B. Livingston
The Honorable Margie B. Livingston
Presiding Judge
Horry County Central Jury Court

10/25/17 → 2017
Conway, South Carolina

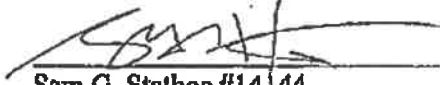


WE SO MOVE AND CONSENT:

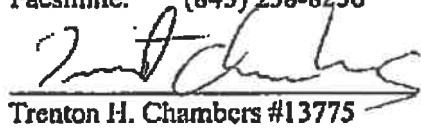


Alice F. Paylor #4380
Rosen Rosen & Hagood, LLC
Attorney for Galleria Shopping Center, LLC
PO Box 893
Charleston, SC 29402
Telephone: (843) 577-6726
Facsimile: (843) 724-8036

WE SO MOVE AND CONSENT:



Sam G. Stathos #14144
Robert B. Strickland, IV #100999
Patrick & Stathos, L.L.C.
Attorneys for Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's
412 N Poplar Drive (29575)
P O Box 15669
Surfside Beach, SC 29587
Telephone: (843) 238-5618
Facsimile: (843) 238-8256



Trenton H. Chambers #13775
Chambers Law Firm, PA
Attorney for Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-8256

Tenant Ledger

Tenant	Resort Restaurants of Myrtle Beach, Inc	Lease From Date	2/26/1988	Reference	galleria/t0000472/D-7-11
Property	The Galleria Shopping Center	Lease To Date		Email Address	
Unit	D-7-11	Status	Current	Mobile Phone	
Rent	10101.95/month	Move In Date	2/26/1988	Office Phone	(843) 449-0481
Deposit		Move Out Date		Home Phone	

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/31/2017	Balance Brought Forward	8,834.99		8,834.99
11/1/2017	Estimated CAM (11/2017)	4,678.00		13,512.99
11/1/2017	PassThru Electricity (11/2017)	700.00		14,212.99
11/1/2017	Rent (11/2017)	10,101.95		24,314.94
11/3/2017	Pd NovRnt/Cam/Elec Prtl		15,152.93	9,162.01
Current				
9,162.01		30 Days	60 Days	Over 90
		0.00	0.00	0.00
				Current Owed
				9,162.01



STATE OF SOUTH CAROLINA

TRUST

2017CV261070942
CIVIL CASE NUMBER

COUNTY OF HORRY

IN THE MAGISTRATE'S COURT

PAST ⇒

DISPOSITION NOTICE-June 10, 2019

Galleria Shopping Center Llc

GARY A. GOLDING

VACATED IN NOV 2017
#9000 owed

PLAINTIFF(S)

Plaintiff(s) Attorney

John Ford Connell Jr.

3-2018

Vs

Resort Restaurants Of Myrtle
Beach Inc D B A Rossi's
9636 N Kings Hwy Suites D7 D8 D9
D10 D11

CHAMBERS

SAM STATHOS

DEFENDANT(S)

Defendant(s) Attorney

Sam G. Stathos

#89000 ±
owed new

Date Filed: 3/21/2017

Date Served:

By:

Civil Action Type: Rule to Vacate \$40

Answered Date:

Counterclaim Date:

Counterclaim Served Date:

Suit Amount:

Counterclaim Amount:

☐ Find for Plaintiff
☐ Case Settled
☐ Action Dismissed
☐ Order Of Dismissal
☐ Voluntary non-suit with Prejudice
☐ Voluntary non-suit w/o Prejudice
☐ Other

☐ Find for Defendant
☐ Ended in Bankruptcy
☐ Transfer to Other Court
☐ Stipulation of Dismissal
☐ Default Judgment
☐ Summary Judgment for Plaintiff (Defendant failed to appear)
☐ Summary Judgment for Defendant (Plaintiff failed to appear)

PAST DUE PAST

It is so ordered and adjudged: See Attached Order Statement of judgment by the court

Amount: \$
Cost: \$
Atty. Fees: \$

Interest: \$
Other: \$
Total: \$

Dated at Conway Magistrate Court, SC, this 10th day of JUNE 2019

This judgment was entered on the _____ day of _____ and a copy mailed first class this _____ day of _____
To attorneys or recorded parties when appearing pro se. (Clerks Initials)

Remarks:

42,000

5/8/2019

#18,389³²

4/6/2019

7/1/201

3/1

Ex D

MYRTLE BEACH
MAGISTRATE'S OFFICE

2018 JUL -9 PM 4: 59

DISTRICT #6

CASHIER'S CHECK

6830300792

0068303 11-24
Office AU # 727081
Branch: JEAN C MORRIS
Cashier ID: 9001750 025544

PAY TO THE ORDER OF *** GALLERIA SHOPPING CENTER LLC ***

August 11, 2017

Thirty-four thousand eight hundred forty dollars and 82 cents

\$34,840.82

Payee Address:
Memo

WELLS FARGO BANK, N.A.
7301 N KINGS HWY
MYRTLE BEACH, SC 29572
FOR INQUIRIES CALL (800) 364-0122

VOID POWER US 34,840.82
AUTOMATED SIGNATURE

Cont Boss to be held

⑈6830300792⑈ ⑈1210002481⑈ 009082⑈

See attached email from Attorney - apply checks to
September rent only -

Mailed to Orlando 8/31/17
CL

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Galleria Shopping Center, LLC,

Plaintiff,

vs.

Resort Restaurants of Myrtle Beach, Inc.
dba Rossi's

Defendant.

IN THE MAGISTRATE COURT
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2017CV261070942

AFFIDAVIT OF
SAMANTHA FASUL

DISTRICT #1
HORRY COUNTY

FILED
OFFICE OF MAGISTRATE
2019 MAY -3 PM 2:10

PERSONALLY, appeared before me, Samantha Fasul, who being duly sworn, deposes and states the following:

1. I am Samantha Fasul, and I am Manager and Member of Galleria Shopping Center, LLC ("Plaintiff").
2. I have personal knowledge of the facts stated herein.
3. Plaintiff owns a shopping center located at 9636 N. King Highway, Myrtle Beach, South Carolina 29572 (the "Shopping Center").
4. On or around March 29, 1996, Resort Restaurants of Myrtle Beach, Inc. dba Rossi's ("Defendant") entered into an lease agreement ("Lease Agreement") with Galleria Shopping Center Limited Partnership to lease space located within the Shopping Center. Plaintiff purchased the Shopping Center in or around May 2004 and inherited the lease with Defendant.
5. On or around the fall 2016, Defendant defaulted on its rent payment.
6. On March 21, 2017, the Magistrate Court issued a judgment of ejectment against Defendant.
7. On July 31, 2017, Defendant appeared before the Magistrate Court and demanded a jury trial.

Exh. I

with Exh A-F

8. While the trial of the case was pending, it was my understanding that Judge Bradley D. Mayers required Defendant to continue to pay rent in the amount of Fifteen Thousand, One Hundred Fifty-Two and 92/100 Dollars (\$15,152.92) per month and set a bond amount of Thirty-Four Thousand, Eight Hundred Forty and 82/100 Dollars (\$34,840.82). (See Attachment A, Bond to Stay Jury Trial).

9. On August 11, 2017, Defendant issued a cashier's check to Plaintiff in the amount of Thirty-Four Thousand, Eight Hundred Forty and 82/100 Dollars (\$34,840.82) (See Attachment B, Cashier's Check). At the time Plaintiff deposited the Cashier's Check, Defendant was Forty-Two Thousand, Fifty and 21/100 Dollars (\$42,050.21) in arrears. (See Attachment C, October 23, 2017 Galleria Shopping Center Ledger). After Plaintiff deposited the Cashier's Check, Defendant was still in arrears in the amount of Seven Thousand, Two Hundred Nine and 39/100 Dollars (\$7,209.39) for back owed rent. Attachment C.

10. On September 29, 2017, Defendant issued a check from Crescom Bank to Charlotte Sallis, Plaintiff's management company, in the amount of Thirteen Thousand, Eight Hundred Fifty-Four and 35/100 Dollars (\$13,854.35) for back owed rent. (See Attachment D, Crescom Bank Check). At the time of this payment, Defendant was still in arrears by an amount of Twenty-Two Thousand, Six Hundred Eighty-Nine and 34/100 Dollars (\$22,689.34). The Crescom Bank check brought Defendant's remaining unpaid balance to Eight Thousand, Eight Hundred Thirty-Four and 99/100 (\$8,834.99) in back owed rent. Attachment C.

11. On October 25, 2017, the Parties agreed to continue the trial of the case in an attempt to resolve the dispute. (See Attachment E, Consent Order of Continuance). However, it was my understanding that Defendant would continue to pay monthly rent to Plaintiff. Attachment E.

12. Defendant did not continue paying rent to Plaintiff and Defendant's last rent payment to Plaintiff was on November 3, 2017 in the amount of Fifteen Thousand, One Hundred Fifty-Two and 93/100 Dollars (\$15,152.93) (See Attachment F, November 2017 Galleria Shopping Center Ledger). Following the last payment, Defendant was still in arrears in a total amount of Nine Thousand, One Hundred Sixty-Two and 01/100 Dollars (\$9,162.01). Defendant Lease Agreement continued through April 2018. Attachment F.

13. Defendant never made payment in full and, as a result, Defendant's outstanding balance is now approximately Eighty-Four Thousand, Nine Hundred Twenty-Six Dollars and 66/100 (84,926.66). This amount encompasses five (5) unpaid months of rent totaling Fifteen Thousand, One Hundred Fifty-Two and 93/100 Dollars (\$15,152.93) per month plus an outstanding balance of Nine Thousand, One Hundred Sixty-Two and 01/100 Dollars (\$9,162.01) of back owed rent. For each rental month not paid, Defendant was also charged an additional One Thousand and 00/100 Dollars (\$1,000.00) for late rent. Therefore, in total, Defendant has accrued an amount of Eighty-Nine Thousand, Nine Hundred Twenty-Six and 66/100 Dollars (\$89,926.66) in back rent.

Further Deponent Saith Not.


Samantha Fasul

SWORN TO before me this 3

Day of May, 2019.

 (LS)

Notary Public for South Carolina

My commission expires: 12/2/25

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CIVIL CASE NUMBER 2017CV261070942

Galleria Shopping Center LLC
Landlord

BOND TO STAY
JURY TRIAL

FILED
DISTRICT #1
HORRY COUNTY

2017 JUL 31 PM 12:03

VS.

Resort Restaurants of MB Inc
DBA Rossi's
Tenant

Now comes the tenant in the above entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on the 21st Day of March, 2017, by the Magistrate. Tenant has requested a jury trial.

Pursuant to the findings of the Magistrate, the tenant will be obligated to pay rent in the amount of \$ 15,152.92 per month Due on the 1st day of each month. Upon today's findings, bond payment is set in the amount of \$34,840.82 to be paid by or on August 14, 2017. Accordingly all monies are to be paid in certified funds, made payable to Galleria Shopping Center LLC Attn Charlotte Sallis 121 West Trade St Suite 2500 Charlotte NC 28202

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Court to stay execution on the judgment for ejectment until this matter is heard by trial by jury.

This the 31st Day of July, 2017

[Signature]
Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard by jury. If Tenant fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant to the court on issues dealing with possession must be dismissed and the sheriff may dispossess the tenant.

This the 31st day of July, 2017

[Signature]
Judge Bradley D. Mayers



PRINTED ON LINE MARK PAPER - HOLD TO LIGHT TO VIEW - FOR ADDITIONAL SECURITY FEATURES SEE BACK - 6830300792

0968303
Office AU # 11-04
127081
Remitter: JEAN C MORRIS
Director LDI: ec091730 u245541

CASHIER'S CHECK

6830300792

PAY TO THE ORDER OF ***GALLERIA SHOPPING CENTER LLC ***

August 11, 2017

Thirty-four thousand eight hundred forty dollars and 82 cents

\$34,840.82

Payee Address:
Memo

WELLS FARGO BANK, N.A.
7102 N KINGS HWY
MYRTLE BEACH, SC 29572
FOR INQUIRIES CALL (480) 394-3122

VOID/DOVERLIES \$34,840.82

[Signature]
AUTHORIZED SIGNATURE

Count 10 to be held

⑈6830300792⑈ ⑆121000248⑆4861 009082⑈

See attached email from Attorney - apply checks to
September rent only -



mailed to Orlando 8/31/17
CS

Galleria Shopping Center, LLC

PO Box 6230
Orlando, FL 32802-6230

Resort Restaurants of Myrtle Beach, Inc.
Rossi's
P.O. Box 1036
Myrtle Beach, SC, 29578

Statement

Account: 402630-10011993-Resort Restaurants of
Myrtle Beach, Inc.
Prop Name: Galleria Shopping Center
Assigned Spaces: D7-11
Date: 10/23/2017
Payment: \$

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
01/05/17	Chk# 34845		3,788.23	(52,671.52)
01/05/17	Chk# 34837		3,788.23	(56,459.75)
01/05/17	Chk# 34842		3,788.23	(60,247.98)
01/05/17	Chk# 34831		3,788.23	(64,036.21)
02/23/17	Chk# 34901		1,500.00	(65,536.21)
03/01/17	Base Rent Retail (09/2016)	10,101.95		(55,434.26)
03/01/17	Base Rent Retail (10/2016)	10,101.95		(45,332.31)
03/01/17	Base Rent Retail (11/2016)	10,101.95		(35,230.36)
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03/01/17	Common Area Maintenance (10/2016)	4,678.00		14,533.44
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03/01/17	Utilities (01/2017)	700.00		41,423.44
03/01/17	Utilities (02/2017)	700.00		42,123.44
03/01/17	Utilities (03/2017)	700.00		42,823.44
03/06/17	Chk# 34911		1,500.00	41,323.44
03/14/17	Chk# 34919		2,000.00	39,323.44
03/16/17	Chk# 34924		2,000.00	37,323.44
03/28/17	Chk# 34929		2,000.00	35,323.44
04/04/17	Chk# 34947		2,000.00	33,323.44
04/04/17	March Late Fee	1,000.00		34,323.44
04/12/17	Chk# 34959		2,500.00	31,823.44
04/18/17	Chk# 34961		2,500.00	29,323.44
04/25/17	Chk# 4972		3,000.00	26,323.44

EXHIBIT**C**

93

Tuesday, October 31, 2017

Galleria Shopping Center, LLC

PO Box 6230
Orlando, FL 32802-6230

Resort Restaurants of Myrtle Beach, Inc.
Rossi's
P.O. Box 1036
Myrtle Beach, SC, 29578

Statement

Account: 402630-10011993-Resort Restaurants of
Myrtle Beach, Inc.
Prop Name: Galleria Shopping Center
Assigned Spaces: D7-11
Date: 10/23/2017
Payments: \$

Date	Description	Charges	Payments	Balance
	Balance Forward			10,101.95
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05/01/17	Base Rent Retail (05/2017)	10,101.95		46,527.34
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05/01/17	Common Area Maintenance (05/2017)	4,678.00		55,883.34
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05/01/17	Utilities (05/2017)	700.00		57,283.34
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05/04/17	April Late Fee	1,000.00		55,283.34
05/15/17	Chk# 5008		3,000.00	52,283.34
05/24/17	Chk# 5025		3,000.00	49,283.34
05/24/17	Chk# 5017		3,000.00	46,283.34
05/31/17	Chk# 35042		3,000.00	43,283.34
06/01/17	Base Rent Retail (06/2017)	10,101.95		53,385.29
06/01/17	Common Area Maintenance (06/2017)	4,678.00		58,063.29
06/01/17	Utilities (06/2017)	700.00		58,763.29
06/01/17	May Late Fee	1,000.00		59,763.29
06/14/17	Chk# 5052		4,000.00	55,763.29
06/21/17	Chk# 35060		4,000.00	51,763.29
06/28/17	Chk# 35071		7,000.00	44,763.29
06/28/17	June Late Fee	1,000.00		45,763.29
06/30/17	Chk# 35085		7,000.00	38,763.29
07/01/17	Base Rent Retail (07/2017)	10,101.95		48,865.24
07/01/17	Common Area Maintenance (07/2017)	4,678.00		53,543.24
07/01/17	Utilities (07/2017)	700.00		54,243.24
07/11/17	Chk# 35098		7,000.00	47,243.24
07/19/17	Chk# 5100		7,000.00	40,243.24
07/24/17	Chk# 5127		7,000.00	33,243.24
07/24/17	Chk# 35111		7,000.00	26,243.24
08/01/17	Base Rent Retail (08/2017)	10,101.95		36,345.19
08/01/17	Common Area Maintenance (08/2017)	4,678.00		41,023.19
08/01/17	Utilities (08/2017)	700.00		41,723.19
08/07/17	ppd			41,723.19
08/07/17	Chk# 35145		15,152.93	26,570.26
09/01/17	Base Rent Retail (09/2017)	10,101.95		36,672.21
09/01/17	Common Area Maintenance (09/2017)	4,678.00		41,350.21

PO Box 6230
Orlando, FL 32802-6230

Resort Restaurants of Myrtle Beach, Inc.
Rossi's
P.O. Box 1036
Myrtle Beach, SC, 29578

Statement

Account:	402630-10011993-Resort Restaurants of
Prop Name:	Myrtle Beach, Inc Galleria Shopping Center
Assigned Spaces:	D7-11
Date:	10/23/2017
Payment:	\$

Date	Description	Charges	Payments	Balance
	Balance Forward			700.00
09/01/17	Utilities (09/2017)	700.00		42,050.21
09/06/17	Chk# 6830300792		34,840.82	7,209.39
10/01/17	Base Rent Retail (10/2017)	10,101.95		17,311.34
10/01/17	Common Area Maintenance (10/2017)	4,678.00		21,989.34
10/01/17	Utilities (10/2017)	700.00		22,689.34
10/05/17	Chk# 35213		13,854.35	8,834.99
0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
0.00	0.00	0.00	8,834.99	8,834.99

Tuesday, October 31, 2017

RESORT RESTAURANTS OF MYRTLE BEACH, INC. DBA ROSSI'S

35213

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
GalleriaRent20	Paid with remaining bond amount	10/1/17	15,152.93		15,152.93 -1,298.58
RECEIVED BY: <i>mailed to Orlando 9/29/17</i>					
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	
9/29/17	35213	GALLERIA SHOPPING CENTER, LLC		\$13,854.35	

RESORT RESTAURANTS OF MYRTLE BEACH, INC.
 DBA ROSSI'S OF MYRTLE BEACH
 P.O. BOX 1036 MYRTLE BEACH, SC 29576-1036
 PHONE (843) 449-0481

CRESCEM BANK
 507 EAST AVENUE, N.W.
 MYRTLE BEACH, SC 29577

35213

Check Number 35213 67-807-532

Memo: *Charlotte Salls*

DATE: Sep 28, 2017

AMOUNT \$ 13,854.35

PAY TO THE ORDER OF: Thirteen Thousand Eight Hundred Fifty Four and 35/100 Dollars

GALLERIA SHOPPING CENTER, LLC
 c/o FOUNDRY COMMERCIAL, LLC
 PO BOX 6230
 ORLANDO, FL 32802-6230

Deane S. [Signature]
 AUTHORIZED SIGNATURE

Security features. Details on back.

⑈035213⑈ ⑆053208079⑆0159000074⑈



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
Galleria Shopping Center, LLC,)
Plaintiff,)
vs.)
Resort Restaurants of Myrtle Beach,)
Inc. d/b/a Rossi's,)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2017CV261070942

CONSENT ORDER OF
CONTINUANCE

COME NOW the parties and announce to the Court that the parties have agreed to continue the above captioned matter.

This matter was scheduled for trial on October 26, 2017. The Parties, through undersigned counsel, have agreed to continue the trial until March 31, 2018 to negotiate a settlement of this matter.

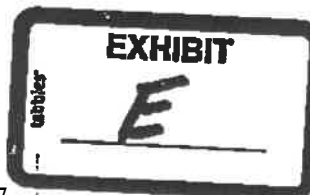
Further, the Parties are currently bound by this Court's Order of July 31, 2017 which requires the Defendant to pay monthly rent to the Plaintiff and the Defendant shall continue to abide by such order.

IT APPEARS to the Court that the parties have agreed to continue this matter for good cause shown.

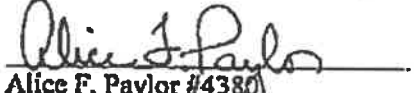
THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED
That for good cause shown, this matter is continued until further notice of this Court
AND IT IS SO ORDERED.

Margie B. Livingston
The Honorable Margie B. Livingston
Presiding Judge
Horry County Central Jury Court

10/25/17 2017
Conway, South Carolina

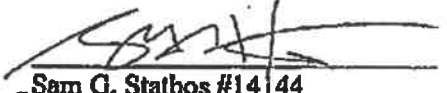


WE SO MOVE AND CONSENT:



Alice F. Paylor #4380
Rosen Rosen & Hagood, LLC
Attorney for Galleria Shopping Center, LLC
PO Box 893
Charleston, SC 29402
Telephone: (843) 577-6726
Facsimile: (843) 724-8036

WE SO MOVE AND CONSENT:



Sam G. Stathos #14144
Robert B. Strickland, IV #100999
Patrick & Stathos, L.L.C.
Attorneys for Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's
412 N Poplar Drive (29575)
P O Box 15669
Surfside Beach, SC 29587
Telephone: (843) 238-5618
Facsimile: (843) 238-8256



Trenton H. Chambers #13775
Chambers Law Firm, PA
Attorney for Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-8256

Tenant Ledger

Tenant	Resort Restaurants of Myrtle Beach, Inc	Lease From Date	2/26/1988	Reference	galleria/t0000472/D-7-11
Property	The Galleria Shopping Center	Lease To Date		Email Address	
Unit	D-7-11	Status	Current	Mobile Phone	
Rent	10101.95/month	Move In Date	2/26/1988	Office Phone	(843) 449-0481
Deposit		Move Out Date		Home Phone	

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/31/2017	Balance Brought Forward	8,834.99		8,834.99
11/1/2017	Estimated CAM (11/2017)	4,678.00		13,512.99
11/1/2017	PassThru Electricity (11/2017)	700.00		14,212.99
11/1/2017	Rent (11/2017)	10,101.95		24,314.94
11/3/2017	Pd NovRnt/Cam/Elec Prtl		15,152.93	9,162.01
Current		30 Days	60 Days	Over 90
9,162.01		0.00	0.00	0.00
				Current Owed
				9,162.01



May 7, 2018

John F. Connell, Jr.

jconnell@mcnair.net
T 843.444.1107
F 843.443.9137

Via Fax: (843)-915-6065

Horry County Magistrate's Court
1201 Second Avenue
Conway, SC 29528

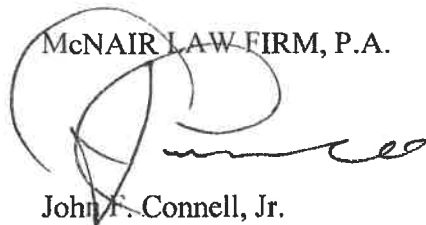
Re: Galleria Shopping Center, LLC v. Resort Restaurants of Myrtle Beach,
Inc. d/b/a Rossi's.
Civil Action No. 2017CV261070942

To Civil Jury Coordinator:

This law firm represents Galleria Shopping Center, LLC in the above-referenced case. Pursuant to my telephone call this morning, Galleria Shopping Center, LLC will be withdrawing its Complaint and tomorrow's, May 8, 2018, civil jury trial with Judge Livingston is no longer necessary. Therefore, please remove the above-referenced case from tomorrow's civil jury trial roster.

Sincerely,

McNAIR LAW FIRM, P.A.



John F. Connell, Jr.

JFC:ck

cc: Trent Chambers, Esq. (*via email*)

McNAIR LAW FIRM, P.A.
Founders Centre
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577

Mailing Address
Post Office Box 336
Myrtle Beach, SC 29578

mcnair.net

STATE OF SOUTH CAROLINA

TRUST

2017CV261070942
CIVIL CASE NUMBER

COUNTY OF HORRY

IN THE MAGISTRATE'S COURT

PAST ⇒

DISPOSITION NOTICE-June 10, 2019

Galleria Shopping Center Llc

Gary A. Golding

VACATED IN NOV 2017
\$9000 owed

PLAINTIFF(S)

Plaintiff(s) Attorney

John Ford Connell Jr.

3-2018

Vs

Resort Restaurants Of Myrtle
Beach Inc D B A Rossi's
9636 N Kings Hwy Suites D7 D8 D9
D10 D11

CHAMBERS

SAM STATHOS

DEFENDANT(S)

Defendant(s) Attorney

Sam G. Stathos

\$89000 ±
owed now

Date Filed: 3/21/2017

Date Served:

By:

Civil Action Type: Rule to Vacate \$40

Answered Date:

Counterclaim Date:

Counterclaim Served Date:

Suit Amount:

Counterclaim Amount:

☐ Find for Plaintiff

☐ Case Settled

☐ Action Dismissed

☐ Order Of Dismissal

☐ Voluntary non-suit with Prejudice

☐ Voluntary non-suit w/o Prejudice

☐ Other

☐ Find for Defendant

☐ Ended in Bankruptcy

☐ Transfer to Other Court

☐ Stipulation of Dismissal

☐ Default Judgment

☐ Summary Judgment for Plaintiff (Defendant failed to appear)

☐ Summary Judgment for Defendant (Plaintiff failed to appear)

PAST DUE PAST

It is so ordered and adjudged: See Attached Order Statement of judgment by the court

Amount: \$

Interest:

Cost: \$

Other:

Atty. Fees: \$

Total:

Dated at Conway Magistrate Court, SC, this 10th day of

JUNE 2019

This judgment was entered on the _____ day of _____
of _____ To attorneys or recorded parties when appearing pro se.

Summary Court Judge
and a copy mailed first class this _____ day
(Clerks Initials)

Remarks:

42,000

5/8/2019

\$18,389³²

1/16/2019

7/1/201

34

Ex D

MV 2601

Nov. Payment

Atty. Fees

STATE OF SOUTH CAROLINA	IN THE COMMON PLEAS COURT
COUNTY OF HORRY	FIFTEENTH JUDICIAL CIRCUIT
Resort Restaurants of Myrtle Beach, Inc dba Rossi's,	NOTICE OF CIVIL APPEAL of
Plaintiff,	Horry County Magistrate Civil Case #:
Vs.	<u>2017CV261070942</u>
Galleria Shopping Center, LLC,	
Defendant.	

TO: Galleria Shopping Center, LLC, and their Attorney of Record, Henrietta U. Golding:

Resort Restaurants of Myrtle Beach, Inc (dba Rossi's) hereby gives Notice of Appeal from the Judgment of Horry County Magistrate Civil Case Number 2017CV261070942, to the General Sessions Court of Common Pleas, in the County of Horry.

This Notice of Appeal is made subsequent to the Magistrate Court's Ruling June 10, 2019.

The appellant's exceptions to the Ruling of the magistrate are set forth as follows: On June 10, 2019, Magistrate Judge Bradley Mayers denied returning a civil bond to Resort Restaurants of Myrtle Beach, Inc., dba Rossi's, where the Galleria Shopping Center, LLC had withdrawn its claims against Resort Restaurants of Myrtle Beach, Inc., dba Rossi's. After several hearings, there was a \$16,451.50 bond held by Galleria Shopping Center, LLC. The day before the jury trial, Galleria Shopping Center, LLC withdrew its Complaint. The Court has denied Resort Restaurants of Myrtle Beach, Inc., dba Rossi's, Motion to have the bond returned.

/s/Trenton H. Chambers
Trenton H. Chambers. #13775
Chambers Law Firm, PA
1600 North Oak Street, Suite D
Myrtle Beach, SC 29577
Telephone: (843) 692-7953
Facsimile: (843) 692-2363

Myrtle Beach, South Carolina
June 18, 2019

/s/ Sam G. Stathos
Sam G. Stathos
Robert B. Strickland, IV
412 N Poplar Drive (29575)
P O Box 15669
Surfside Beach, SC 29587
Telephone: (843) 238-5618
Facsimile: (843) 238-8256

Surfside Beach, South Carolina
June 18, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 2019-CP-26-03905
	)	
Resort Restaurants of Myrtle Beach,	)	
Inc. d/b/a Rossi's,	)	
	)	
Plaintiff,	)	
	)	NOTICE OF APPEAL
v.	)	
	)	
Galleria Shopping Center, LLC,	)	
	)	
Defendants,	)	
	)	

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

Case No. 2019-CP-26-03905

Resort Restaurants of Myrtle Beach, Inc.
d/b/a Rossi's.....Appellant
vs.
Galleria Shopping Center, LLC.....Respondent

NOTICE OF APPEAL

Resort Restaurants of Myrtle Beach, Inc. d/b/a Rossi's appeals the Final Order of the Honorable Benjamin H. Culbertson dated September 11, 2019. Appellant received written notice of entry of this Final Order on September 11, 2019.

Dated: October 9, 2019

/s Robert B. Strickland, IV
Robert B. Strickland, IV
S.C. Bar No. 100999
Patrick & Stathos, L.L.C.
Attorney for Appellant
412 North Poplar Drive
Surfside Beach, SC 29575
Phone: (843) 238-5618
rbs@patrickandstathos.com

Other Counsel of Record:
John F. Connell, Jr., Esq.
Post Office Box 336
Myrtle Beach, South Carolina 29578
Attorney for Respondent
(843) 444-1107

Certificate of Counsel

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

September 30, 2020

/s/ Robert B. Strickland, IV
Robert B. Strickland, IV
Post Office Drawer 15669
Surfside Beach, SC 29587
(843) 238-5618
rbs@patrickandstathos.com
Attorney for Appellant

RECEIVED

Oct 02 2020

SC Court of Appeals

Certificate of Counsel

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

October 2, 2020

/s/ Robert B. Strickland, IV
Robert B. Strickland, IV
Post Office Drawer 15669
Surfside Beach, SC 29587
(843) 238-5618
rbs@patrickandstathos.com
Attorney for Appellant

RECEIVED
Oct 02 2020
SC Court of Appeals