

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM DORCHESTER COUNTY  
Court of Common Pleas

Maite Murphy, Circuit Court Judge

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Case No. 2020-CP-18-1709

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**RECEIVED**  
**Dec 15 2020**  
**SC Court of Appeals**

Exquis Event Center, et. al.,

Appellant,

v.

Bre Retail Np Festival Centre,

Respondent.

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PETITION FOR SUPERSEDEAS

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Pursuant to Rule 241, SCACR, Appellant seeks supersedeas to maintain the possession of this property which is the subject of this appeal pending a decision by this Court. To support this Petition, Appellant will show the following.

SUMMARY OF ARGUMENT

This appeal deals with the following two important issue of procedural law concerning evictions in the context of commercial property: 1) Whether Rule 12(b)(8), SCRCR allows a landlord to pursue an ejection action in magistrate court for a breach of the lease agreement while

simultaneously seeking damages in the Court of Common Pleas for the same breach of the lease agreement; and 2) whether a magistrate can dismiss an appeal for violation of an appeal bond without first allowing both parties an opportunity to be heard. Despite the importance of these issues in this case and other cases, this matter is likely to be rendered moot by Respondent's attempts to retake the property. Moreover, Respondent would not be harmed by a supersedeas because Respondent has received sufficient rent to compensate them for the property through the end of December 2020. Therefore, Appellant request supersedeas to maintain the status quo and allow this appeal to be heard.

#### FACTUAL AND PROCEDURAL BACKGROUND

Since 2017, Appellant has rented 5101 Ashley Phosphate Road, Suite 149, North Charleston, South Carolina from Respondent. The property is used as an event center. Appellant makes the space available for private events such as weddings, parties, and political rallies. Exquis Event Center is located exclusively the property which Appellant leases from Respondent.

The COVID-19 pandemic caused Appellant to fall several months behind on rent. Although events are generally book in advance the COVID-19 shut down caused multiple cancellations. Additionally new bookings slowed during those months.

On July 29, 2020, Respondent filed an Application for Ejectment in the Dorchester County Magistrate Court. The grounds for ejectment was the failure to pay rent pursuant to the lease agreement. See Exhibit A. On July 30, 2020, Respondent also filed an action in the Dorchester County Court of Common Pleas for breach of contract. In the Common Pleas action Respondent sought money damages for the failure to pay rent pursuant to the lease agreement. See Exhibit B.

In his response to the ejectment action, Appellant asserted that the magistrate court matter should be dismissed pursuant to Rule 12(b)(8), SCRCF. On September 3, 2020, this matter was

heard. The Honorable Ryan Templeton denied Appellant's motion due to the fact that the actions sought different relief. See Exhibit C.

On October 20, 2020, a hearing was convened on the merits of the eviction matter before the Honorable Amanda Leviner.<sup>1</sup> Judge Leviner entered judgement in favor of Respondent.

On Oct 23, 2020, Appellant filed a Notice of Intent to Appeal with the Court of Common Pleas. On October 27, 2020, Judge Leviner issued an appeal bond requiring Appellant to pay \$89,361.50 in arrearages and \$12,301.53 per month. The monthly rent was based on representations by Respondent's Counsel during the bond hearing. For the purposes of the bond hearing, Appellant counsel did not dispute the amount of the rent.

On November 2, 2020, Appellant paid \$89,361.50 in arrearage. On November 5, 2020, Appellant paid \$12,301.53 for November rent.

December 5th fell on a Saturday. Appellant did not have a way to deliver the payment to Respondent on the Saturday so Appellant paid December rent on Monday December 7, 2020. Appellant inadvertently paid Respondent \$11,421.77 for the December rent. This accounting error was based upon the last written correspondence from the Respondent informing Appellant of a rent increase. On December 9, 2020, Appellant became aware of the mistake she immediately paid Respondent an additional \$835.00 to comply with the monthly rent per the appeal bond.

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<sup>1</sup> Although at the time of the hearing Appellant did not renew his objection to the ejection, there, Appellant asserts that a new objection was not necessary. *Cf. State v. Langford*, 400 S.C. 421, 440 n.7, 735 S.E.2d 471, 481 (2012) (“We reject the State's argument that this issue is not preserved for review due to Langford's failure to renew his motion to dismiss when his case was called for trial.”). Additionally, a new objection would be improper. *See* Rule 43(1), SCRPC (“If any motion be made to any judge and be denied, in whole or in part, or be granted conditionally, no subsequent motion upon the same state of facts shall be made to any other judge in that action.”).

However, Respondent returned the \$835.00 to Appellant.

On December 8, 2020, Respondent submitted an affidavit to the magistrate court for asking for the appeal to be dismissed for failure to comply with the appeal bond. On December 9, 2020, Appellate responded with an email asking to be heard on the matter. See Exhibit D. The Court later informed the Appellant that the order dismissing the appeal had already been sent to the Court of Common Pleas. See Exhibit E.

On December 10, 2020, Appellant filed a Motion to Alter or Amend. In the Motion to Alter or Amend, Appellant argued that her right to due process was violated when the magistrate court and the clerk of court summarily dismissed the appeal based solely on the affidavit of Respondent. Appellant was not afforded any opportunity to argue against dismissal.

Appellant also sought a temporary restraining order to stay the eviction until the motion to alter or amend could be heard. This request was denied via email on December 11, 2020. See Exhibit F.

The motion to alter or amend was denied by order dated December 14, 2020. Appellant immediately filed a Notice of Appeal.

Respondent is currently working with the Dorchester County Sheriff to evict Appellant and regain possession of the property.

## DISCUSSION

### **A. Supersedeas should be granted to prevent this matter from becoming moot prior to the appeal being heard.**

Rule 241(c)(2) states the following:

In determining whether an order should issue pursuant to this Rule, the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider whether such an order is necessary to

preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.

An appeal from an ejectment action becomes moot when possession of the property in question is returned to the landlord. *See Skydive Myrtle Beach, Inc. v. Horry Cty.*, 424 S.C. 298, 303, 818 S.E.2d 224, 227 (Ct. App. 2018). As such Appellant submits that supersedeas is necessary to allow appellate review of this matter.

**B. Extraordinary circumstances make it impracticable to seek supersedeas in the lower court first.**

Appellant has not sought supersedeas in the lower court first because it would be impracticable to do so. Although generally supersedeas must be sought in the lower court first, that requirement is not necessary if extraordinary circumstances would make it impracticable to do so. *See* Rule 241(d)(1), SCACR. Issuance of an ex parte order or decision or unnecessary delay are considered extraordinary circumstance. *See id.*

In the present case, time is of the essence. Respondent is currently seeking to re-take the property. Appellant does not have time to seek review of the supersedeas from the same court which already denied the temporary restraining order. Moreover, Appellant was never given an opportunity to be heard on the dismissal of the appeal by the magistrate court. Therefore, Appellant respectfully submits that it has met its burden of showing that it would be impracticable to seek supersedeas at the circuit court first.

CONCLUSION

Based on the foregoing, Appellant respectfully request that this Court grant supersedeas so that this court can review the decision of the magistrate court which summarily dismissed its appeal of the ejectment action.

Respectfully Submitted,

s/ Tristan M. Shaffer

Tristan M. Shaffer (SC Bar # 77565)

P.O. Box 1027

Chapin, SC 29036

(803) 626-0188

tristan@shafferlawsc.com

Attorney for Appellant

December 15, 2020

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY  
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Case No. 2020-CP-18-1709

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Dec 15 2020

SC Court of Appeals

Exquis Event Center, et. al.,

Appellant,

v.

Bre Retail Np Festival Centre,

Respondent.

VERIFICATION OF PETITION FOR SUPERSEDEAS

I, Twala R. Scott, hereby state that I have reviewed the Petition for Supersedeas and verify the statements made in it are true to the best of my knowledge.

Twala R. Scott      12/15/20  
Twala R. Scott      Date

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.

Petition for Supersedeas Exhibit A

ELECTRONICALLY FILED - 2020 Nov 24 4:17 PM - DORCHESTER - COMMON PLEAS - CASE#2020CP1801709

2020CV1810302803

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

IN THE MAGISTRATE'S COURT

BRE Retail NP Festival Centre Owner, LLC

PLAINTIFF(S)

VS.

Twala Rohilya Scott, doing business as Exquis Event Center

DEFENDANT(S)

APPLICATION FOR EJECTMENT (Eviction)

I, BRE Retail NP Festival Centre Owner, LLC, plaintiff in this action, state that I am the landlord-lessor of premises within the jurisdiction of Magistrate \_\_\_\_\_ which is described as: (address and description of premises – apartment, house, etc.)

Exquis Event Center, located in the Festival Center Shopping Center, 5101 Ashley Phosphate Road, Suite 149, North Charleston, SC 29418.

I further state that, with regard to the above-described premises, a landlord-tenant relationship exists between myself and the defendant, Twala Rohilya Scott, doing business as Exquis Event Center, the tenant-lessee, as evidenced by the following: (Attach lease papers or other written proof.)

Lease Agreement dated November 30, 2017 (Ex. A), Lease Extension Agreement dated May 9, 2019 (Ex. B), Default Notice dated March 3, 2020 (Ex. C), and A/R Ledger dated July 21, 2020 (Ex. D).

Grounds for this ejectment are one or more of the following:

[ ] The tenant fails or refuses to pay the rent when due or when demanded in the amount of at least \$ \_\_\_\_\_; or

[ ] The term of tenancy or occupancy has ended; or

[X] The terms or conditions of the lease have been violated as follows: Tenant failed to pay the Rent and other monetary amounts due under the Lease, despite demand therefor, and owes Landlord the sum of at least \$75,762.04.

Sworn to before me this 24th day of July, 2020

Lauren E. Griffin, Magistrate or Notary Public for South Carolina

My Commission expires 01/10/2021

[Handwritten Signature]

PLAINTIFF (or his attorney/agent)

101 S. Tryon St., Ste. 2200

Address

Charlotte, NC 28280

City/State/Zip

704-945-2183

Phone Number



STATE OF SOUTH CAROLINA,  
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS

BRE RETAIL NP FESTIVAL CENTRE )  
OWNER, LLC, )  
Plaintiff, )  
vs. )  
TWALA ROHILYA SCOTT, doing )  
business as Exquis Event Center, )  
Defendant. )

SUMMONS

FILE NO.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

North Charleston, South Carolina

/s/ Christian H. Staples  
Attorney for Plaintiff

Dated: July 30, 2020

Address: Shumaker Loop & Kendrick, LLP  
101 South Tryon Street, Suite 2200  
Charlotte, NC 28280

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

BRE RETAIL NP FESTIVAL CENTRE )  
OWNER, LLC, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
TWALA ROHILYA SCOTT, doing )  
business as Exquis Event Center, )  
 )  
Defendant. )  
 )

**VERIFIED COMPLAINT**

NOW COMES the Plaintiff BRE Retail NP Festival Centre Owner, LLC (“Plaintiff”), through counsel, complaining of the Defendant Twala Rohilya Scott, doing business as Exquis Event Center (“Defendant”), and hereby states the following:

**PARTIES AND JURISDICTION**

1. Plaintiff is a Delaware limited liability company registered and in good standing with the South Carolina Secretary of State and is the owner of the Festival Centre Shopping Center (the “Shopping Center”) located in Dorchester County, South Carolina.
2. Upon information and belief, Twala Rohilya Scott (“Scott”) is a citizen and resident of Berkeley County, South Carolina. During the relevant time period, Scott was operating as a Tenant in the Shopping Center and was doing business as Exquis Event Center.
3. The Court has subject matter jurisdiction over the claims asserted in this action and personal jurisdiction over the parties to this action.
4. Venue is proper in this Court.
5. Any and all conditions precedent to the filing of this action have occurred, have been fulfilled or have been waived.

**FACTUAL ALLEGATIONS**

6. On or about November 30, 2017, Plaintiff, as Landlord, and Scott, as Tenant, entered into a Lease Agreement (“Lease”) regarding retail space located in the Shopping Center at 5101 Ashley Phosphate Boulevard, North Charleston, Dorchester County, South Carolina, 29418, known as Store # 49, with approximately 12,568 square feet, as depicted on Exhibit A to the Lease. The initial term of the Lease was thirty-six (36) months beginning on the Rent

Commencement Date. A true and correct copy of the Lease is attached hereto as **Exhibit A** and is fully incorporated herein by reference.

7. On or about May 9, 2019, Plaintiff, as Landlord, and Scott, as Tenant, entered into a Lease Extension Agreement for the purpose of resetting and extending the term of the Lease for approximately five (5) years and otherwise modifying the Lease as set forth therein. A true and correct copy of the Lease Extension Agreement is attached hereto as **Exhibit B** and is fully incorporated herein by reference. The Lease and the Lease Extension Agreement are hereinafter referred to as the “Lease.”

8. Pursuant to the Lease, Tenant was required to pay rent to Plaintiff in equal monthly installments in advance on the first day of each month during the term of the Lease without any prior demand therefore and without any offset or deduction whatsoever.

9. Tenant’s failure to make payment of rent or any other monetary amount due under the Lease within five (5) days after Landlord sent to Tenant notice of such default constitutes an “Event of Default” under the Lease.

10. Tenant is currently in default of the Lease for failing to make the required payments of rent and other monetary amounts due under the Lease, and in other ways to established during the course of discovery or at trial.

11. On March 3, 2020, Plaintiff notified Tenant in writing of its default of the Lease. A true and correct copy of said notice is attached hereto as **Exhibit C** and is fully incorporated herein by reference.

12. Despite the giving of the aforementioned notice, Tenant has failed to cure its default and other violations of the Lease and continues to be in default thereof.

13. Pursuant to Section 19.07 of the Lease, Plaintiff is entitled to recover its legal fees and collection costs from Tenant.

14. Plaintiff has retained the law firm of Shumaker, Loop & Kendrick, LLP (“Shumaker”) to assist it with enforcing its rights under the Lease and in recovering the damages it has suffered. Shumaker routinely engages in this area of law and the fees being charged are reasonable for the services being performed. Plaintiff hereby claims its attorneys’ fees, which continue to accrue daily, as damages in this action.

15. Plaintiff is also entitled to and hereby claims all other damages it has suffered or will suffer as a result of Tenant’s default and breach of the Lease, including but not limited to, pre- and post-judgment interest, court costs, costs of re-letting and re-renting, cleaning and repair expenses, lost revenue, loss of interest, and all other damages that it may show.

16. A statement of account reflecting the total amount due and owing by Tenant under the Lease is attached hereto as **Exhibit D** and is fully incorporated herein by reference.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract / Lease)**

17. Plaintiff incorporates by reference the allegations contained throughout its Verified Complaint as if fully restated and re-alleged herein.

18. Defendant entered into the Lease with Plaintiff as described herein.

19. The Lease is a valid and enforceable contract between the parties and sets forth the respective duties and obligations existing between them. Failure to comply with the terms of the Lease is a breach thereof.

20. Plaintiff has fulfilled and performed all of its obligations under the Lease.

21. Defendant failed and refused to perform her obligations under the Lease, including but not limited to, paying rent and all other amounts due as required by the Lease, and is therefore in default and material breach thereof.

22. As a direct and proximate result of said Defendant's default and material breach of the Lease, Plaintiff has been damaged in an amount in excess of \$672,633.69 plus pre- and post-judgment interest, costs, and reasonable attorneys' fees, all of which Plaintiff now seeks and is entitled to recover as damages in this action.

**SECOND CLAIM FOR RELIEF**  
**(Breach of the Duty of Good Faith and Fair Dealing)**

23. Plaintiff incorporates by reference the allegations contained throughout its Verified Complaint as if fully restated and re-alleged herein.

24. Every contract entered into and governing obligations to be performed in the State of South Carolina has implied within it the duty of good faith and fair dealing.

25. Defendant entered into a valid and enforceable Lease with Plaintiff as described herein.

26. Defendant failed to perform her obligations under the Lease with a total disregard for the rights of Plaintiff.

27. The non-performance, default and breach by Defendant as alleged herein also constitutes a material breach of the duty of good faith and fair dealing because Defendant has made no efforts to comply with her obligations and has otherwise failed to make the required payments or performances to Plaintiff, all while accepting the benefits of the Lease as Tenant.

28. As a direct and proximate result of Defendant's material breach of the duty of good faith and fair dealing, Plaintiff has been damaged in an amount in excess of \$672,633.69 plus pre- and post-judgment interest, costs, and reasonable attorneys' fees, all of which it now seeks and is entitled to recover as damages in this action.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays the Court as follows:

1. That it have and recover damages from the Defendant in an amount in excess of \$672,633.69;
2. That the costs of this action be taxed to the Defendant;
3. That the Court apply and award pre- and post-judgment interest at the maximum legal rate to any recovery in Plaintiff's favor;
4. That the Court award Plaintiff its reasonable attorneys' fees pursuant to the Lease and Guaranty Agreements at issue or as otherwise provided by law; and
5. For such other and further relief as may be just and appropriate.

This the 30<sup>th</sup> day of July, 2020.

*/s/ Christian H. Staples*

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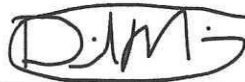
Steven A. Meckler, S.C. Bar # 68402  
Christian H. Staples, S.C. Bar # 101470  
Shumaker, Loop & Kendrick, LLP  
101 South Tryon Street, Suite 2200  
Charlotte, NC 28280  
Ph: 704-375-0057  
Fax: 704-332-1197  
[smeckler@slk-law.com](mailto:smeckler@slk-law.com)  
[cstaples@slk-law.com](mailto:cstaples@slk-law.com)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

VERIFICATION

I, David Mickelberg, being first duly sworn, depose and say that I am employed as Director of Collections for the Plaintiff, that I have read the foregoing *Verified Complaint* and know the contents thereof, and that the same is true of my own knowledge, except those matters alleged therein upon information and belief, and as to those matters, I believe them to be true.



\_\_\_\_\_  
David Mickelberg

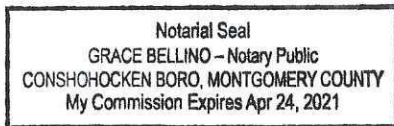
Sworn to and subscribed before me

This the 29<sup>th</sup> day of July, 2020.

Notary Public: Grace Bellino

My commission expires:

Commonwealth of Pennsylvania



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF DORCHESTER	)	FOR THE FIRST JUDICIAL CIRCUIT
	)	
EXQUIS EVENT CENTER &	)	CIVIL CASE NO.2020-CP-18-01709
TWALA ROHIYA SCOTT	)	
APPELLANTS,	)	
	)	
Vs.	)	
	)	MAGISTRATE’S RETURN OF
BRE RETAIL NP FESTIVAL CENTER,	)	CIVIL APPEAL
RESPONDENT.	)	
_____	)	

This matter is on appeal from the Magistrate Court of Dorchester County, South Carolina, the Honorable Ryan D. Templeton, Presiding Judge.

The Landlord, BRE Retail NP Festival Center Owner, LLC. filed an application for Ejectment (Eviction) on July 24, 2020 alleging failure to pay rent. Service was attempted on July 29, 2020 and August 3, 2020. Prior to mailing as required under S.C. Code Section 27-37-30 an Answer, Jury Trial Request, and Motion to Dismiss was filed by counsel for Appellants.

Appellant’s motion to dismiss was based upon Rule 12(b)(8), SCRPC. The Motion alleged that this Court should dismissed the action without prejudice because there is a similar action pending in the Court of Common Pleas. The Motion asserted that because a separate action to collect back rent was filed in the Court of Common Pleas the Magistrate Court action requesting possession must be dismissed.

On September 3, 2020, this Court heard argument from Appellant and Respondent and Denied Appellant’s motion orally. This Court found that although the parties and subject matter were identical, each of the actions requested different remedies. The Common Pleas action requested money damages while the Magistrate action only requested possession. Therefore, this Court denied Appellants Motion to dismiss pursuant to Rule 12(b)(8), SCRPC. No motion to reconsider was filed.

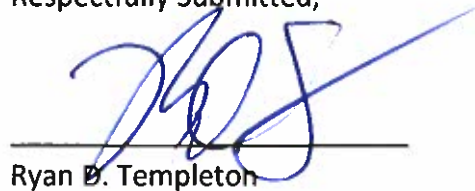
On September 3, 2020, this Court also heard argument from Respondent to strike the Appellants jury trial request based upon a lease term waiving the right to a jury trial. Both parties

were allowed 21 days to file memorandums of law. Ultimately Appellants withdrew the jury trial request prior to this court ruling on the motion.

Subsequent to that motion, on October 20, 2020 The Honorable Amanda Leviner heard testimony and issued an order requiring the Appellants to vacate the premises by Sunday October 25, 2020 by 6:00pm. This Appeal followed.

Attached is a copy of the audio of the hearing on September 3, 2020.

Respectfully Submitted,



Ryan B. Templeton

Magistrate Judge

Summerville, SC  
November 19, 2020



Tristan Shaffer <tristan@shafferlawsc.com>

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**Exquis Event Center - 2020CV1810302803**

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**Tristan Shaffer** <tristan@shafferlawsc.com>

Wed, Dec 9, 2020 at 12:09 PM

To: "Staples, Christian H." <cstaples@shumaker.com>

Cc: "Hannah E. Hinman" <HHinman@dorchestercountysc.gov>, "Griffin, Lauren" <lgriffin@shumaker.com>, "Joenathan S. Chaplin (info@jschaplinlaw.com)" <info@jschaplinlaw.com>, "joe@jschaplinlaw.com" <joe@jschaplinlaw.com>

I would like to be heard on this matter. Apparently there was an error based on a representation from Plaintiff on the amount of rent. I will be providing an affidavit later today.

[Quoted text hidden]

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Tristan M. Shaffer  
Attorney at Law  
P.O. Box 1027  
Chapin, SC 29036  
803-626-0188



Tristan Shaffer &lt;tristan@shafferlawsc.com&gt;

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**Exquis Event Center - 2020CV1810302803**

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**Hannah E. Hinman** <HHinman@dorchestercountysc.gov>

Wed, Dec 9, 2020 at 3:32 PM

To: Tristan Shaffer &lt;tristan@shafferlawsc.com&gt;, "Staples, Christian H." &lt;cstaples@shumaker.com&gt;

Cc: "Griffin, Lauren" &lt;lgriffin@shumaker.com&gt;, "Joenathan S. Chaplin (info@jschaplinlaw.com)" &lt;info@jschaplinlaw.com&gt;, "joe@jschaplinlaw.com" &lt;joe@jschaplinlaw.com&gt;

Good afternoon,

The Order Dismissing Appeal has already been signed and sent to the Clerk of Courts office. Anything further will have to go through them.

*Hannah Hinman*

Court Support Specialist III

Evictions Clerk

Dorchester County Magistrates Court

212 Deming Way, Box 10, Summerville, SC 29483

Office: 843- 832-0370 ext. 5422 Fax: 843- 832-0371

Email: [hhinman@dorchestercountysc.gov](mailto:hhinman@dorchestercountysc.gov)

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## Petition for Supersedeas Exhibit F, pg. 1



Tristan Shaffer &lt;tristan@shafferlawsc.com&gt;

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**Request for a Temporary Restraining Order 2020-CP-18-1709**

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**Murphy, Maite** <mmurphyj@sccourts.org>

Fri, Dec 11, 2020 at 11:05 AM

To: "Staples, Christian H." &lt;cstaples@shumaker.com&gt;, Tristan Shaffer &lt;tristan@shafferlawsc.com&gt;

Cc: "Murphy, Maite Law Clerk (Brian Lapchak)" &lt;mmurphyjc@sccourts.org&gt;, "Joenathan S. Chaplin" &lt;info@jschaplinlaw.com&gt;, Becky Stevens &lt;BStevens@dorchestercountysc.gov&gt;, "Murphy, Maite Secretary (Robin Dukes)" &lt;mmurphyjsc@sccourts.org&gt;

Dear Gentlemen,

I understand from the clerk's office that the filing was accepted this morning on the motion for the TRO. Upon review of the motion and the affidavit they do not address each of the factors necessary for the Court to grant the motion. Therefore, your motion is respectfully denied. I will ask the clerk's office to prepare a form 4.

*Maite Murphy*

Circuit Court Judge

5200 E. Jim Bilton Blvd.

St. George, South Carolina 29457

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**From:** Staples, Christian H. [mailto:[cstaples@shumaker.com](mailto:cstaples@shumaker.com)]**Sent:** Friday, December 11, 2020 9:23 AM**To:** Tristan Shaffer <[tristan@shafferlawsc.com](mailto:tristan@shafferlawsc.com)>**Cc:** Murphy, Maite Law Clerk (Brian Lapchak) <[mmurphyjc@sccourts.org](mailto:mmurphyjc@sccourts.org)>; Murphy, Maite <[mmurphyj@sccourts.org](mailto:mmurphyj@sccourts.org)>; Joenathan S. Chaplin <[info@jschaplinlaw.com](mailto:info@jschaplinlaw.com)>**Subject:** RE: Request for a Temporary Restraining Order 2020-CP-18-1709

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

[Quoted text hidden]

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

12/15/2020

Tristan M. Shaffer Attorney at Law Mail - Request for a Temporary Restraining Order 2020-CP-18-1709

## Petition for Supersedeas Exhibit F, pg. 2

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY  
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Case No. 2020-CP-18-1709

Exquis Event Center, et. al.,

Appellant,

v.

Bre Retail Np Festival Centre,

Respondent.

Certificate of Service

I certify that on the date below I served the Petition for Supersedeas on Respondent by e-mailing a copy to opposing counsel at [cstaples@shumaker.com](mailto:cstaples@shumaker.com).

December 15, 2020

s/ Tristan M. Shaffer

Tristan M. Shaffer (SC Bar # 77565)  
P.O. Box 1027  
Chapin, SC 29036  
(803) 626-0188  
[tristan@shafferlawsc.com](mailto:tristan@shafferlawsc.com)  
Attorney for Appellant

Other Counsel of Record:  
Mr. Christian Hart Staples  
101 South Tryon Street, Suite 2200  
Charlotte, NC 28280  
(704) 945-2183  
Attorney for Respondent

**RECEIVED**  
**Dec 15 2020**  
**SC Court of Appeals**