

April 10, 2021

Petition for a Writ of Certiorari to  
Court of Appeals.

The State of South Carolina  
In Supreme Court

Appeal from Anderson S. County  
Court of Common Pleas.

Case # 2018-cp-01-  
Case # 2019-0075

Judge Cordell Madlock Jr.

Taranika S. Webb  
Petitioner

**RECEIVED**  
APR 14 2021  
S.C. SUPREME COURT

vs  
Fairview Gardens/ George Reeves  
Respondent

Petition for a Writ of Certiorari

George Reeves  
P.O. Office Box 11612  
Columbia S.C.

Taranika Webb  
P.O. 622  
Sandy Spring  
SC  
29664

*THE STATE OF SOUTH CAROLINA  
In The Court Of Appeal  
Writ Of Certiorari From The Court Of Appeals*

*Appeal From Anderson  
Court Of Common Pleas*

*Case No: 2018-CP-04-01409  
Appellate Case No. 2019-00754*

*Cordell Maddox Jr.,*

*Presiding Judge*

*Taranika Subrina Webb .....Plaintiff*

*Fairview Gardens .....Defendant*

*Petition For Writ Of Certiorari*

*Table Of Contents*

*Table Of Contents*.....1

*Table Of Authorities*.....2

*Statement Of Issues On Appeal*.....3

*Facts*.....4

*Argument*.....5.

1. *Did The Court Of Appeal Abuse its discretion when the appellant was denied a leave to fix a oversight/omission South Carolina Rule 60(a) while the appeal was pending?*
  
2. *Did the court of Appeal abuse its discretion when they granted a motion to strike lease and handbook that was submitted in lower court as evidence of a lease in a breach of contract case ?*

*CONCLUSION*.....6

### STATEMENT OF THE CASE

On July 19,2018, Appellant (Taranika Webb) filed a lawsuit in common plea court for Anderson County. Appellant served Summons and complaint by mail on October 17,2018. Respondent filed a motion to dismiss or in alternative Motion for a more Definite Statement on November 6, 2018. (R. 32 Mtn. to Dismiss.) A hearing was held on respondent's motion to dismiss on January 10,2019, before the Honorable Judge R.Scott Sprouse. At the Conclusion of the hearing, Judge Sprouse instructed Appellant to file an Amended complaint within thirty days to address the issues raised by respondent in its motion to dismiss. On January 11,2019, Judge Sprouse issued a form 4 order, in which he denied Respondent's motion to dismiss and instructed Plaintiff to amend her Complaint within thirty(30) days. On January 23,2019, Appellant filed an Amended Complaint with the Anderson County Clerk of Court.(R.17-19, Am Compl) Appellant served counsel for Respondent Via mail on or about January 28,2019. On February 6, 2019. Respondent filed a motion to dismiss the Amended complaint.(R. ).

The honorable Judge J. Cordell Maddox Jr.,held a hearing on Respondent's Motion to dismiss on March 19,2019 ( R.6-12 Order ).Order a 10 day Advisement for respondent to move Appellant and they did not. On April 5,2019, Judge Maddox issued an order Granting keys and dismissing respondent's motion and dismissed respondent's Amended complaint with prejudice. On May 6,2019, Appellant filed her of Appeal with the Court of Appeal. Plaintiff did submit a handbook in court of common pleas regarding lease and handbook. (R.p6.line 9-17).

## FACTS

*At the time of the hearing the plaintiff stayed there in Fairview Gardens Apartments and a couple of places like grandmother's house and family. She requested P.K. Management to relocate the plaintiff off the property because of the acts that were committed against her. Defendant suggested that she go back to the homeless shelter where she once resided. Plaintiff filed breach of contract, Invasion of privacy(intrusion),negligence Case against Apartment complex because after many complaints about a peeping tom defendant refused to address issues and continued to do things like leave apartment keys in door and go to lunch giving access to home, refusing to make the apartment habitable which it promises in the handbook. Case was dismissed with prejudice on April 5,2019.*

---

**Table Of Authorities**

**Cases**

*Stiles V. Ororanto* 457. S.E.2d 601(1995)

*Coles Vision Corp V. Hobbs* 394 S.C. 144,148,714 S.E.2d539(2011)

*Toussaint v Ham* 292 S.C. 415,357,S.E

**Statue**

S.C. Code Ann 16-17-470(2012)

S.C.Code Ann 31-3-30-910

S.C. Code Ann 16-17-480(1962)

**Others Authorities**

*Erin Andrew vs Marriott*(invasion of Privacy)

*Snakenburg Vs Hartford Case*

*Hamburger Vs Eastman* N.H.107 206

### *Conclusion*

*On April 04,2020 Appellant filed a motion to leave to go back to the court of common plea to set aside a judgement Rule (60)(a,b,) to correct and omission/oversight. On May 21, 2020 motion was denied. South Carolina Rule 60(a,b,) clarifies that leave of the appellate court is necessary to correct a clerical mistake or to make a motion to set aside an order of judgement while the appeal is pending. An appeal is pending from the time the notice of appeal is served until the issuance of the remittitur. The proposed order does not reflect what's in the transcripts this appeal has been pending for a year now. Judge Cordell Maddox Granted something in this case; he also ordered the Respondent to move the plaintiff ;all this information was left out of the proposed order. Appellant filed a breach of contract, negligence, invasion of privacy(intrusion). On April 28,2020 Respondent filed a motion to strike and a supplemental record Respondent asked that the court strike the handbook/lease because it was not presented in lower courts. On May 21,2020 Motion to strike was granted this is abuse by dissection because this lease/handbook represents the lease agreement in the breach of contract that was submitted in lower court. I request that leave be granted to correct oversight/omission and that the lease/handbook be used as evidence of a lease agreement in breach of contract.*

*Respectfully Submitted,*

*Taranika Subrina Webb*

*Taranika Webb*  
*P.O.Box 622*  
*Sandy Springs S.C.29677*

*March 24,2021*

STATE OF SOUTH CAROLINA

In The Court Of Appeals

In The Supreme Court

APPEAL FROM ANDERSON COUNTY

Court Of Common Pleas

CORDELL MADDOX JR. Circuit Court Judge

Case No.2018-CP-04-01409

Case No.2019-000754

Pursuant to rule 240 and (60) (b) (4) of the South Carolina Appellate court rules. Ask for a motion leave to handle a void judgement due to and Retaliatory eviction. 27-40-910 Of South Carolina States that this act is prohibited and any landlord that acts in this in retaliation against a tenant for engaging in protected conduct is liable for treble damages. Sustained by the tenant. See Edward V Habib 130app.D.L.126,397.F2d687 (1968).

Respectfully Submitted,

Taranika Webb

203 Miracle Mile Dr.aprt.162

Anderson S.C.29624

April 04, 2020

**Apr 28 2020**

**Columbia**  
1320 Main Street  
Suite 750  
Columbia, SC 29201

(803) 255-0000 Tel  
(803) 255-0202 Fax

**Writer's Direct Dial:**  
(803) 255-0000

**Writer's E-mail:**  
pmcwilliams@fisherphillips.com

April 28, 2020

The Honorable Jenny Kitchings  
Clerk, South Carolina Court of Appeals  
1220 Senate Street  
Columbia, SC 29201

Re: *Taranika Webb v. Fairview Gardens*  
*Civil Case No. 2018-CP-04-01409*  
*Appellate Case No. 2019-000754*  
*Our file: 30590.0008*

Dear Ms. Kitchings:

Attached to the corresponding email to the court, is Respondent's Motion to Strike and Supplemental the Record on Appeal and Hold Final Brief Deadline in Abeyance in the above case with a Certificate of Service to Pro Se Appellant. Pursuant to guidance received from the court, a hard copy has been placed in the mail to Pro Se Appellant only, and not to the court.

In addition, the filing fee for the Motion to Strike in the amount of \$50.00 has been mailed to the court.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Phillips L. McWilliams  
Attorney  
For FISHER & PHILLIPS LLP

PLW:rtb

Enclosures

cc: Taranika Webb (appellant - pro se via electronic and US mail)

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

ON CERTIORARI FROM THE COURT OF APPEALS  
APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

Cordell Maddox Jr., Presiding Judge

**Apr 28 2020**

Case No. 2018-CP-04-01409  
Appellate Case No. 2019-000754

Taranika Webb,..... Appellant,

v.

Fairview Gardens,..... Respondent.

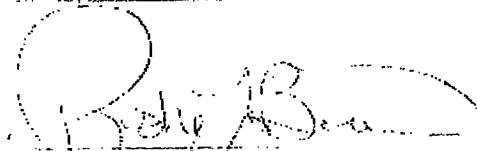
**CERTIFICATE OF SERVICE**

It is hereby certified that the foregoing **Respondent's Motion to Strike and Supplement the Record on Appeal and Hold Final Brief Deadline in Abeyance** in the above-captioned case has been served upon pro se Appellant, via electronic mail and First Class U.S. Mail, postage prepaid, as follows:

Taranika Webb  
PO Box 13133  
Anderson, SC 29624

Taranika Webb  
203 Miracle Mile Drive Apt 162  
Anderson, SC 29621

subrina1heart@gmail.com



Rosalind Fiska-Butler  
Paralegal

Dated this 28<sup>th</sup> day of April, 2020

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

ON CERTIORARI FROM THE COURT OF APPEALS  
APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

Cordell Maddox Jr., Presiding Judge

**Apr 28 2020**

---

Case No. 2018-CP-04-01409  
Appellate Case No. 2019-000754

---

Taranika Webb,..... Appellant,

v.

Fairview Gardens,..... Respondent.

---

**Respondent's Motion to Strike and Supplement the Record on Appeal and  
Hold Final Brief Deadline in Abeyance**

---

Respondent Fairview Gardens ("Respondent") requests that the court strike the record on appeal filed by Appellant Taranika Webb ("Appellant") and allow Respondent to file a supplemental record on appeal in this matter because Appellant failed to include material designated by Respondent in the record and also included material in the record not allowed by the South Carolina Appellate Court Rules. The supplemental record is attached to this motion as **Exhibit A** which includes all the items designated by both parties except for the materials which the rules bar from being included in the record. Respondent also requests that the court hold Respondent's deadline to file its final brief in abeyance until the court rules on this motion.

Respondent filed its initial brief and designation of matter on January 2, 2020, in compliance with Rule 209 of the South Carolina Appellate Court Rules. (See Respondent's Designation of Matter filed Jan. 2, 2020). The South Carolina Appellate Court Rules require Appellant to include all material designated by Respondent in the record. See Rule 210(c), SCACR

(“The Record on Appeal shall include all matter designated to be included by any party under Rule 209 . . . .”). Rather than abide by the rules, Appellant filed a record on appeal that does not include several items listed in Respondent’s designation.<sup>1</sup> (*Compare* Record on Appeal filed March 11, 2020 *with* Respondent’s Designation of Matter filed Jan. 2, 2020). Despite this failure, Appellant filed a certification to the Court that “the record on appeal contains all material proposed to be included by any of the parties and no other material”—which is not true. (*See* Certificate of Counsel filed March 11, 2020).

The record on appeal further fails to comply with the South Carolina Appellate Court Rules by including matters not presented to the lower court. *See* Rule 210(c), SCACR (“The Record shall not, however, include matter which was not presented to the lower court or tribunal.”). Specifically, the record contains a “Handbook/Lease” and a document Appellant labeled “The Reason for the Appeal”<sup>2</sup> that neither party introduced into evidence or presented to the lower court. (*See* Tr. p. 1-12; Suppl. R. pp. 20-31 attached as Exhibit A). Normally, Respondent would seek an order striking this portion of the record and require Appellant to file a new record on appeal

---

<sup>1</sup> Appellant has consistently failed to follow the South Carolina Appellate Court Rules throughout this appeal as evidenced by the numerous deficiency letters issued by the Court. Respondent will not list every failure to follow the rules on the part of Appellant, however, it is important to note several failures in regard to the record on appeal. Appellant failed to timely serve and file the record on appeal in accordance with Appellate Court Rule 210. The certificate of service indicates that Appellant served Respondent with the record on February 28, 2020. This is not correct—on March 27, 2020 Appellant emailed Respondent a copy of the record on appeal. Appellant also never served Respondent with her motion to allow a late filing of the record on appeal. Finally, the record is not arranged in the proper order and is not numbered consecutively as required by Rule 210(c).

<sup>2</sup> The document is labeled “The Reason for the Appeal” in the index to Appellant’s record, but titled “Record of Appeal.” The document contains additional arguments not presented in Appellant’s initial brief and was not presented to the court below. Accordingly, it is improper to include this document in the record on appeal.

containing the items designated by Respondent. However, because Appellant has exhibited a continuous pattern of disregarding the South Carolina Appellate Court Rules, the undersigned counsel believes it would be futile to confer with Appellant to resolve this issue or to request that Appellant file a new record. Accordingly, Respondent requests that the Court strike the record filed by Appellant and allow Respondent to serve and file the attached supplemental record on appeal which contains all the items designated by both parties except for the "Handbook/Lease" and "The Reason for the Appeal" which the rules bar from being included in the record.

The current deadline for the parties to file their final briefs is April 28, 2020. Respondent requests that the court hold the deadline to submit its final brief in abeyance and allow Respondent ten days from the court's order ruling on this motion to file its final brief.

Respectfully Submitted,

By: 

---

George A. Reeves, III (SC Bar No. 73659)  
greeves@fisherphillips.com  
Phillips L. McWilliams (SC Bar No. 101809)  
pmcwilliams@fisherphillips.com  
FISHER & PHILLIPS LLP  
1320 Main Street, Suite 750  
Columbia, South Carolina 29201  
Phone: (803) 255-0000  
Fax: (803) 255-0202

Attorneys for Respondent

Columbia, South Carolina  
April 28, 2020

# The South Carolina Court of Appeals

Taranika Webb, Appellant,

v.

Fairview Gardens, Respondent.

Appellate Case No. 2019-000754

---

## ORDER

---

First, Appellant's motion for leave to file a motion below is denied.

Second, Respondent's motion to strike and file a supplemental record on appeal is granted.



FOR THE COURT

Columbia, South Carolina

**FILED**  
**May 21 2020**

cc:

Taranika S. Webb

Phillips Lancaster McWilliams, Esquire

George A. Reeves, III, Esquire

State of South Carolina  
County of Anderson

Court of Common Pleas

Taranika S. Webb )  
 )  
 Plaintiff, )  
 v. )  
 Fairview Gardens )  
 )  
 Defendant. )

Transcript of Record  
2018-CP-04-01409

March 19, 2019  
Anderson, South Carolina

B E F O R E:

The Honorable J. Cordell Maddox, Judge.

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

Taranika S. Webb,  
Plaintiff

Phillips McWilliams, Esquire  
Attorney for the Defendant

Lisa Scott  
Circuit Court Reporter

PROCEEDINGS

\* \* \* \* \*

1  
2  
3 THE COURT: All right. Webb v. Fairview  
4 Gardens. This a motion to dismiss; is that right?

5 MR. MCWILLIAMS: Yes, Your Honor.

6 THE COURT: Okay. Are you Ms. Webb?

7 MS. WEBB: Yes.

8 THE COURT: Okay. Just for the court reporter,  
9 y'all introduce yourselves just -- and then I'll let  
10 you explain your motion after.

11 MR. MCWILLIAMS: Phillips McWilliams, Your  
12 Honor.

13 THE COURT: Okay.

14 MS. WEBB: I'm Taranika Webb.

15 THE COURT: Okay. Ms. Webb, you don't have a  
16 lawyer. The only thing I would ask is that when  
17 you're talking, stand up so she can hear you.

18 All right. They filed a motion to dismiss, so  
19 apparently you're -- they're asking me to dismiss  
20 your case. I don't know what your case is about,  
21 but give me some background and tell me what you  
22 need.

23 MR. MCWILLIAMS: Yes, Your Honor. Phillips  
24 McWilliams for the defendant, Fairview Gardens.

25 And this is actually Ms. Webb's second bite at

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

the apple. My colleague, George Reeves, argued a motion to dismiss in front of Judge Sprouse previously, and he granted her leave to amend her complaint. Gave her 30 days -- 30 days to amend it. She did amend her complaint and actually assert three causes of action, which are breach of contract, negligence, and invasion of privacy. However, she failed to allege any of the elements of those claims or any facts in support of those elements.

For a breach of contract claim, she's alleged there is a handbook between her and the apartment complex that somehow constitutes a contract. That, one, doesn't -- there's no facts there to show that that is a contract. Two, there's no facts in her complaint that show that Fairview Gardens breached that contract. And even if those two facts were there, she's not alleged any damages caused by that breach. Therefore, that claim is wholly insufficient and should be dismissed.

Her second cause of action is negligence, which she supports with the allegation that she came home one day and found a set of keys in her apartment door. There's no allegation of a duty on behalf -- on the part of Fairview Gardens. There's no

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

allegations of that saying that Fairview Gardens breached that duty by negligent act or omission. And, finally, there's no allegation that -- that allege -- that alleged breach proximately caused any damages to Ms. Webb. So, again, we ask that claim should be dismissed.

Her final cause of action is an invasion of privacy claim. South Carolina -- and the facts she said has to support this, is she alleges there is a peeping Tom somewhere in the apartment complex. There are three causes of action that South Carolina law recognizes that are related to privacy rights.

The first is wrongful appropriation of personality, which a peeping Tom could not constitute. The second is wrongful pub -- wrongful publicizing of private affairs to get a peeping Tom allegation we will touch on. The final is a wrongful intrusion into private affairs. But even here, she's failed to allege any facts that she had elements of that claim, which are an intrusion into that which is private, that it's substantial and unreasonable enough to be legally cognoscible, and that act was intentional.

Here she has alleged an act on the part of a third party that may not be intentional, but there

1 has been no act on the part of Fairview Gardens was  
2 intentional to support this cause of action.

3 So, Your Honor, we'd ask that you dismiss this  
4 complaint given that it's her second bite at the  
5 apple. She's already been allowed to amend it once,  
6 and she's still failed to allege any facts to  
7 support her cause of action.

8 THE COURT: All right. Well, let me ask you  
9 this: The breach of contract, is there -- is there  
10 a lease agreement?

11 MR. MCWILLIAMS: My understanding is there is a  
12 lease agreement, yes, Your Honor.

13 THE COURT: Okay.

14 MR. MCWILLIAMS: But she has failed to allege  
15 anything with -- with the lease agreement in her  
16 complaint.

17 THE COURT: Okay. All right. Yes, ma'am.  
18 Anything you want to reply to that? Whose keys were  
19 they?

20 MS. WEBB: They was the apartment complex's  
21 keys. They was doing their annual inspection, and I  
22 came home from work, and they left the keys in  
23 the -- in the door from their annual inspection.

24 THE COURT: Oh, okay.

25 MS. WEBB: I talked to one of the corporate

1 offices today and asked them about their policy on  
2 annual inspections. And I talked to Simone. She  
3 said -- these were her exact words. And I talked to  
4 her today at 11:21 a.m., and I was actually -- this  
5 is what she stated: "Leaving the keys in the  
6 resident's door is against our policy, and this  
7 should not -- this should not have happened. This  
8 should have never happened."

9 And then she said that I should have  
10 contacted -- when I went to the leasing -- when I  
11 went to the leasing office to ask -- to ask them  
12 about the keys, they was gone and out to lunch, so I  
13 couldn't -- there was nobody there to talk to.

14 As far as the -- the handbook, I did bring a  
15 copy of the handbook that goes with the contract --  
16 the lease -- the -- the lease that I signed with  
17 Fairview Gardens apartments.

18 And as far as the peeping Tom, he -- I don't  
19 know. His -- you can hear the person in the -- in  
20 the -- in his -- in his apartment. And I have  
21 complained about it for many, many, many, many  
22 months. And I -- I moved there, and I keep telling  
23 them, I moved there from being homeless. So as far  
24 as me moving there and just quickly moving out, I  
25 didn't want to it because I've been homeless. It

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

was my first thing -- I ain't never been homeless before.

THE COURT: Right.

MS. WEBB: And so -- well, I moved there from being homeless. So when I went and contacted the lease -- the property manager, and, you know, they never really took it serious. They laughed it off.

And then I went to their corporate office, and I just e-mailed Mr. Reeves an e-mail today from the corporate office -- from corporate office with no replies because they never reply back about it, so...

THE COURT: They won't move your apartment?

MS. WEBB: Huh? They won't ---

THE COURT: They won't move you to another apartment?

MS. WEBB: --- they won't move me into an apartment. I've been to my mom's. Most of my family lives on low income, so, you know, you only can be there for a number of days, and then I have to move back out and move back in.

- THE COURT: No. But, I mean, Fairview Gardens won't move you into another apartment away from this person that's ---

MS. WEBB: No! The person that I complained

1 about when I first moved in, they moved the person  
2 right next door to me because he would run and kick  
3 my door and steal my mail and do things like that.  
4 So when I complained about it, they moved him right  
5 next door to me, and then it just got -- it just got  
6 worse from there. He stole ---

7 THE COURT: You mean he was doing that stuff  
8 before he lived next door to you?

9 MS. WEBB: Yes. He had lived there before me,  
10 before I did, so...

11 THE COURT: So he was kicking your door and  
12 stealing your mail ---

13 MS. WEBB: Kicking my door and ---

14 THE COURT: --- and he lived somewhere -- wait  
15 a minute. Wait a minute. He lived somewhere else  
16 in the apartment?.

17 MS. WEBB: He lived across the hall -- across  
18 the building across the -- he lived in the building  
19 right across from me.

20 THE COURT: And did you complain about him  
21 doing that? .

22 MS. WEBB: Yes.

23 THE COURT: And they moved him next door to  
24 you?

25 MS. WEBB: Right next door to me.

1 THE COURT: Why would they do that?

2 MS. WEBB: Well, his grand -- well, his  
3 grandma -- he used to live with his grandma, and  
4 then he got his own little apartment. So he  
5 lived -- so when he moved from his grandma, he moved  
6 right next door to me.

7 MR. MCWILLIAMS: Your Honor, I -- I'm not aware  
8 of any of these facts, but none of them are in the  
9 complaint. And even if she says that the keys were  
10 left by someone from Fairview Gardens, which that  
11 fact is not in the complaint, she's not alleged how  
12 she was damaged or harmed from any of that.

13 THE COURT: Yeah, no. Hey, here's -- here's  
14 the deal, you probably ---

15 MS. WEBB: I understand what you're saying.

16 THE COURT: --- you've probably -- he's  
17 probably right, but here's the deal. On the key  
18 thing, I'm going to grant you that.

19 On the breach of contract, I -- I'll have to  
20 grant their motion to dismiss, but I'm going to take  
21 under advisement the privacy matter. And here's  
22 what would be kind of a nice way to resolve this and  
23 then, is to get that guy moved to another apartment  
24 or move her. I mean, I -- I don't think you have  
25 any chance to win legally. I'm being honest with

1 you, but I'm going to hold off on ---

2 MS. WEBB: Would I win on this ---

3 THE COURT: Hold on a minute. I'm going to  
4 hold of on deciding and maybe they'll get you moved  
5 while -- maybe they will.

6 MS. WEBB: I really, really -- I really want to  
7 buy me a house, so I really don't want to stay on  
8 that property -- that property. I really want to go  
9 from low income to owning my own is why I'm here.

10 As far as my case, I don't know, you know.

11 THE COURT: He's right about all the  
12 legalities. How long are you going to be staying at  
13 Fairview Gardens?

14 MS. WEBB: I'm hoping to be moved out soon.  
15 I'm going to move back to -- in my family's house,  
16 and I stay there every now and then, but...

17 THE COURT: Okay. So it wouldn't help you if I  
18 ask them to move him or move you?

19 MS. WEBB: Huh?

20 THE COURT: It wouldn't help you much if I ---

21 MS. WEBB: It may help some if I'm -- yeah,  
22 it'll help.

23 THE COURT: See what you can do, and I -- and  
24 then I -- I got to tell you, and I'm going to take  
25 it under advisement for ten days. I probably have

1 to rule in his favor, which means your lawsuit's  
2 out, but I'm doing that to see if they'll move you  
3 and -- and get this resolved.

4 MS. WEBB: Okay.

5 THE COURT: Okay. Good luck to you.

6 MS. WEBB: If you do it -- if you dismiss my  
7 case, can you do it without prejudice, please?

8 THE COURT: I probably really shouldn't, but  
9 I'm not sure that would prevent you -- I mean, you  
10 may some issue here. The lease is the real  
11 contract, not the handbook. I can't give you legal  
12 advice. That's illegal. So I'm just telling you  
13 that that's my opinion, but I'll see what I can do.  
14 Let's see if we can get you moved. See what you can  
15 do.

16 MR. MCWILLIAMS: I'll look into it, Your Honor.  
17 Do you need anything from us in ten days or...

18 THE COURT: Yeah, send me an e-mail in ten days  
19 and send a copy to her just to remind me of it, and  
20 then I'll let you know on that issue only. So,  
21 basically, the only thing you have left is the  
22 privacy issue, and I'm just hoping they move you so  
23 you can get away from this crazy person. Okay.

24 MR. MCWILLIAMS: So, Your Honor, I just want to  
25 make sure I understood. You're dismissing the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

breach of contract and the negligence action and  
you're hold ---

THE COURT: Yep.

MR. MCWILLIAMS: --- you're taking under  
advisement for ten days the invasion of privacy?

THE COURT: Yep.

MR. MCWILLIAMS: All right. Thank you, Your  
Honor. And I'll -- I'll e-mail you in ten days, and  
I'll look into that.

THE COURT: Okay. See if we can help her out.

MR. MCWILLIAMS: Yes, sir.

MS. WEBB: Thank you.

THE COURT: Good luck to you.

MS. WEBB: Thank you.

(The proceedings concluded at 2:42 p.m.)

\* \* \* \* \*

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )  
Taranika Webb, )  
Plaintiff, )  
vs. )  
Fairview Gardens, )  
Defendant. )

IN COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT

Case No.: 2018-CP-04-01409

**PROPOSED ORDER GRANTING  
MOTION TO DISMISS**

**BEFORE THE COURT** is Defendant Fairview Gardens' ("Defendant") Motion to Dismiss Plaintiff Taranika Webb's ("Plaintiff") Amended Complaint pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. A hearing on this matter was held in Anderson County, South Carolina on March 19, 2019. Defendant was represented by counsel at the hearing, while Plaintiff represented herself pro se. After fully considering Defendant's motion and the arguments and authorities of all parties, the Court issues this Order dismissing Plaintiff's Complaint, with prejudice.

**I. FACTS AND PROCEDURAL HISTORY**

Plaintiff is a current resident of Defendant's property located in Anderson, South Carolina. On July 19, 2018, Plaintiff filed her Summons and Complaint alleging violations of her privacy rights and breach of contract. Defendant filed a Motion to Dismiss or in the Alternative Motion for a More Definite Statement on November 6, 2018. A hearing was held on Defendant's Motion to Dismiss on January 10, 2019, before the Honorable Judge R. Scott Sprouse. Plaintiff represented herself pro se at the January 10, 2019 hearing, while Defendant was represented by counsel. At the conclusion of the January 10, 2019 hearing, Judge Sprouse instructed Plaintiff to file an Amended Complaint within thirty (30) days to address the issues raised by Defendant in its

Motion to Dismiss. On January 11, 2019, Judge Sprouse issued a Form 4 Order, in which he denied Defendant's Motion to Dismiss, and instructed Plaintiff to amend her Complaint within thirty (30) days.

On January 23, 2019, Plaintiff filed her Amended Complaint alleging three causes of action: (1) breach of contract, (2) negligence, and (3) invasion of privacy. In support of these causes of action, Plaintiff alleges there is a "peeping tom" somewhere on the property owned by Defendant, that the Defendant maintained a "handbook" which promises a habitable living environment, and that on an unspecified date, Plaintiff returned to her apartment and found a set of keys hanging from her apartment door.

## II. LEGAL STANDARD

"In considering a motion to dismiss under Rule 12(b)(6), the circuit court must base its ruling solely on the allegations set forth in the [pleading]." *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 148, 714 S.E.2d 537, 539 (2011); *Doe v. Marion*, 373 S.C. 390, 645 S.E.2d 245 (2007). If the claimants fail "to state facts sufficient to constitute a cause of action" in their pleading, the circuit court should dismiss the claims. *Flateau v. Harrelson*, 355 S.C. 197, 201, 584 S.E.2d 413, 415 (Ct. App. 2003).

## III. LEGAL ANALYSIS

### 1. Breach of Contract

In support of Plaintiff's first cause of action for breach of contract, Plaintiff alleges that "P.K. Management promised in their handbook to maintain a habitable pleasant living environment;" that Plaintiff complained of a "peeping tom" living in another apartment; and that Defendant did not respond to her complaints. These facts do not support a cause of action for breach of contract.

In order to state a cause of action for breach of contract, a party must plead and prove the following elements: (1) the existence of a contract, (2) its breach, and (3) damages caused by such breach. *Hotel & Motel Holdings, LLC v. BJC Enterprises, LLC*, 414 S.C. 635, 652, 780 S.E.2d 263, 272 (Ct. App. 2015) (quoting *S. Glass & Plastics Co., v. Kemper*, 399 S.C. 483, 491-91, 732 S.E.2d 205, 209 (Ct. App. 2012)). Plaintiff failed to plead these elements or any facts in support of these elements.

Plaintiff did not plead the existence of a contract. Although Plaintiff states that Defendant's "handbook" promises a "habitable pleasant living environment," this allegation is insufficient to allege the existence of a contract, as "it is essential in setting forth a breach of contract, either the substance of the instrument be averred in the pleading, or that the contract itself be set forth." *Jones v. Gilstrap*, 288 S.C. 525, 343 S.E.2d 646 (Ct. App. 1986) (quoting 61A Am.Jur.2d Pleading Section 92 (1981)). Accordingly, Plaintiff's allegation that the "handbook" constitutes a contract, without more, is insufficient to allege the first element of a breach of contract claim. *See Jones*, 343 S.E.2d at 648 (affirming dismissal where plaintiff failed to set forth pertinent provisions of alleged contract or incorporate contract into complaint.)

Moreover, even if Plaintiff's allegation regarding a "handbook" was sufficient to allege the existence of a contract, Plaintiff fails to plead that Defendant breached this contract or that any damages were caused by Defendant's breach. Nor does she allege any facts from which such an inference could be taken. Plaintiff's breach of contract cause of action is, therefore, dismissed with prejudice.

## 2. Negligence

The facts in support of Plaintiff's negligence claim are that on an unspecified day she came home and there were "keys hanging from [her] door" while the "[l]easing officer [was] at lunch." These facts are insufficient to support a cause of action for negligence.

In order for Plaintiff to state a cause of action for negligence, she must plead and prove the following elements: (1) a duty of care owed by the defendant to the plaintiff; (2) a breach of that duty by negligent act or omission; and (3) damage proximately caused by the breach. *Huggins v. Citibank, N.A.*, 355 S.C. 329, 332, 585 S.E.2d 275, 276 (2003). Plaintiff's allegations do not contain facts to support any of the elements of a negligence claim. Plaintiff's allegation that she found keys in her door while the leasing officer was at lunch, even if taken as true, fails to establish a duty or liability on the part of Defendant. Further, Plaintiff does not allege any damages arising from this incident or facts that would support an inference that Plaintiff suffered any damages. Plaintiff's negligence claim is, therefore, dismissed, with prejudice.

### 3. Invasion of Privacy

The entirety of Plaintiff's allegations regarding her invasion of privacy claim are: "Invasion of privacy – Because of what they allowed to happen on this property with the peeping tom and refusing to take this complaint serious. When it is a crime and also against HUD rules and policy to allow such a thing as this." These allegations fail to state a claim under any of the causes of action for invasion of privacy recognized under South Carolina law.

South Carolina recognizes three distinct causes of action related to privacy rights: (1) wrongful appropriation of personality; (2) wrongful publicizing of private affairs; and (3) wrongful intrusion into private affairs. *Snakenburg v. Hartford Cas. Ins. Co., Inc.*, 299 S.C. 164, 170, 383 S.E.2d 2, 5 (Ct. App. 1989) (citing *Rycroft v. Gaddy*, 281 S.C. 119, 314 S.E.2d 39 (Ct. App. 1984); *Wright v. Sparrow*, 298 S.C. 469, 381 S.E.2d 503 (Ct. App. 1989)).

In order to state a cause of action for wrongful appropriation of personality, Plaintiff must plead facts that establish the intentional, unconsented use of Plaintiff's name, likeness, or identity by the Defendant for its own benefit. *Snakenburg*, 299 S.C. at 170, 383 S.E.2d at 5. The Amended Complaint does not allege Defendant used Plaintiff's name, likeness, or identity for Defendant's

benefit. Accordingly, Plaintiff fails to allege a cause of action for wrongful appropriation of personality.

Similarly, Plaintiff fails to plead a cause of action for wrongful publicizing of private affairs. This cause of action requires Plaintiff to plead facts sufficient to show that Defendant intentionally disclosed facts in which there is no legitimate public interest, and that the disclosure is such as would be offensive and likely to cause serious mental injuries to a person of ordinary sensibilities. *Snakenburg*, 299 S.C. at 170-171, 383 S.E.2d at 6. Plaintiff's Complaint is devoid of any allegations that Defendant disclosed any facts about Plaintiff and, therefore, fails to state a claim under this theory.

Finally, Plaintiff's Complaint does not state a claim for wrongful intrusion into private affairs. This cause of action requires Plaintiff to plead and prove facts sufficient to establish: (1) an intrusion, (2) into that which is private, (3) that is substantial and unreasonable enough to be legally cognizable, and (4) that Defendant's act or course of conduct was intentional. *Snakenburg*, 299 S.C. at 171-172, 383 S.E.2d at 6. For purposes of the final element, "An act is intentional if (1) it is done willingly; and either (2) the actor desires the result of his conduct, whatever the likelihood of that result happening; or (3) the actor knows or ought to know the result will follow from his conduct, whatever his desire may be from that conduct." *Id.* (citing *Bazley v. Tortorich*, 397 So.2d 475 (La. 1981)).

Plaintiff's allegation regarding a "peeping tom" on Defendant's property, with no other facts to support her claim, is insufficient to allege wrongful intrusion in to private affairs on the part of Defendant. Conclusory allegations regarding the independent actions of a third-party do not sufficiently allege an intrusion by Defendant or that there was any intentional conduct by Defendant. *See Gilstrap*, 288 S.C. at 528, 343 S.E.2d at 648 (noting that even under the liberal standard applicable on a motion to dismiss, a mere conclusory allegation, unsupported by any

particularized allegations of fact, is insufficient to state a cause of action). Plaintiff has, therefore, failed to plead the elements of wrongful intrusion into private affairs claim. Accordingly, her invasion of privacy claim must be dismissed, with prejudice.

**NOW THEREFORE**, based on the foregoing, the Court hereby **GRANTS** Defendant's Motion to Dismiss, with prejudice.

**IT IS SO ORDERED.**

---

Judge J. Cordell Maddox, Jr.  
Anderson County, South Carolina

\_\_\_\_\_, 2019  
Anderson, South Carolina



Anderson Common Pleas

**Case Caption:** Taranika S Webb VS Fairview Gardens  
**Case Number:** 2018CP0401409  
**Type:** Order/Dismissal

So Ordered

s/ J. Cordell Maddox Jr.

Electronically signed on 2019-04-05 14:14:26 page 7 of 7

ELECTRONICALLY FILED - 2019 Apr 05 2:25 PM - ANDERSON - COMMON PLEAS - CASE#2018CP0401409

April 9, 2021

The State of South Carolina  
In the Court of Appeals

On certiorari from the Court of Appeals  
Appeal from Anderson County.  
Court of Common Pleas.

Cordell Maddox Jr. Presiding Judge

Case # 2018-CP-04-01409

Appellate Case # 2019-000754

Taranika webb..... Appellant

Fairview Gardens..... Respondent.

### Certificate of Service

It is hereby certified that the foregoing  
Writ of Certiorari has been served

George P. Reeves / Fairview Gardens via First

Classman, postage paid.

Respectfully,  
Taranika webb  
P.O. 622  
Sandy Spring  
29167.

PRESS FIRMLY TO SEAL



PRESS FIRMLY TO SEAL

PRIORITY MAIL  
FLAT RATE ENVELOPE  
POSTAGE REQUIRED

- Expected
- Most dom
- USPS Tra
- Limited in
- When use

\*Insurance doe  
Domestic Mail  
\*\* See Internat

**FLAT**  
ONE RATE

**TRAC**

		Retail
<b>P</b>	<b>US POSTAGE PAID</b> <b>\$7.95</b>	
	<small>Origin: 29670 04/12/21 4569000670-21</small>	
<b>PRIORITY MAIL 2-DAY®</b>		
		<small>0 Lb 7.40 Oz 1006</small>
<small>EXPECTED DELIVERY DAY: 04/16/21</small>		
SHIP TO:	<div style="border: 1px solid black; padding: 2px;">C020</div>	
<small>1231 GERVAIS ST Columbia SC 29201-3206</small>		
<b>USPS TRACKING® #</b>		
<b>9505 5117 6166 1102 3821 66</b>		
<small>2020</small>		
<small>USPS.COM/PICKUP</small>		

ctions apply).  
destinations.  
red.  
see the  
ms of coverage.

Free Package Pickup,  
the QR code.

**PRIORITY**  
★ MAIL ★



FROM:

*Taramika S. Weleb  
215 Kirk Lane Apt 17  
Pendleton, S.C. 29670*

**TO:**  
*Supreme Court  
1231 Gervais st  
Columbia S.C.  
29201*

Label 228, March 2016

FOR DOMESTIC AND INTERNATIONAL USE

This packaging is the property of the U.S. Postal Service® and is provided solely for use in sending Priority Mail® and Priority Mail International® and is not to be resold. EP 147 © U.S. Postal Service, May 2020. All rights reserved. Misuse may be a violation of federal law. This package is not for resale.