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May 13 2022

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

The Honorable Marvin H. Dukes, III, Circuit Court Judge

STATE OF SOUTH CAROLINA)	THE SOUTH CAROLINA COURT OF APPEALS
)	Appeal Case No. 2022-000045
BEAUFORT COUNTY)	
)	
GILBERT CLINTON GEE and LOURDES S. GEE)	MAGISTRATE'S COURT
Appellants,)	Case No. 2021CV0710300301
)	
v.)	AMENDED EMERGENCY MOTION FOR
)	IMMEDIATE TEMPORARY RELIEF AND
SIGNATURE SALES GROUP, LLC,)	TEMPORARY ORDER STAYING PROCEEDINGS
Respondent.)	UNDER THE WRIT OF POSSESSION AND
)	RECONSIDERATION

Comes now the appellants, Gilbert Clinton Gee and Lourdes S. Gee, and ask the Court of Appeals to grant an emergency motion for immediate temporary relief and temporary order staying proceedings under the writ of possession for the following reasons:

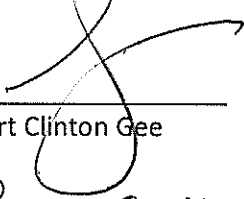
- a) Appellants have complied with the bond to stay execution of appeals to the Circuit Court. The order dated June 24th, 2021 (attached) (This was confirmed by Respondent in the December 17th, 2021 hearing in the Circuit Court by judge Marvin Dukes) references only the Circuit Court and does not allude to or in any way suggests that the bond order will continue pass the final determination of the Circuit Court. Paragraph three (3) of the order dated June 24th, 2021 "Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the court and moves the Circuit Court to stay execution on the judgment of ejectment until this matter is heard on appeal and decided by the Circuit Court." In the court order drafted by judge Erin Vaux on June 24th, 2021, she only cited 27-40-800 "(b) It is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by the magistrate in accordance with Section 27-40-780, as it becomes due periodically after the judgment was entered. Any magistrate, clerk, or circuit court judge shall order a stay of execution upon the undertaking." However, the additional relevant subsection to "27-40-800 (f)(1) Upon appeal to the Supreme Court or to the court of appeals, it is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered. The judge of the court having jurisdiction shall order stay of execution upon the undertaking" was omitted. Judge Vaux, in the hearing, stated that she drafted the order and it was "in substantial

compliance” with the statute (see copy of transcript attached). This omission caused the problem appellants face today. It simply was not clear based on the order that was drafted what appellants bond obligations were pass the final decision of the circuit court, as defined in section (b). For this reason, we believe that the bond order is defective.

- b) In addition to the above argument, it has recently come to our attention that there may be an additional defense to the bond order. Specifically, “Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (“Title VI”) Title VI **prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance.**” Lourdes S. Gee is not a US citizen. She is a Venezuelan national on green card status. English is not her native language, Spanish is. She should have been offered an Spanish translation of the order. She was not. We believe that this was a violation of her 14th Amendment and 5th Amendment right to procedural due process. We believe that, based on this information, that the Bluffton Magistrate’s Court is currently in non compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (“Title VI”).

For the reasons stated above, we ask the court to set aside the order for possession dated May 9th, 2022, and allow Appeal Case No. 2022-000045 to continue.

Respectfully,



Gilbert Clinton Gee



Lourdes S. Gee

cc: Kathleen M. McDaniel, Esq.
BURNETTE SHUTT & McDANIEL, PA
912 Lady Street, 2nd Floor (29201)
Post Office Box 1929
Columbia, South Carolina 29202
T. 803-904-7913
F. 803-904-7910
KmcDaniel@burnetteshuttlaw
Attorney for Respondent

May 13th, 2022

State of South Carolina

2021CV0710300301

Civil Case Number

County of Beaufort

Signature Sales Group, LLC

Bond to Stay Execution on
Appeal to Circuit Court

vs.

Gilbert Clinton Gee and Lourdes S. Gee

2021 JUN 24 11:10:33

Now comes the tenant in the above entitled action and respectfully shows the court that a judgment of ejection was issued against the tenant and for the landlord on the 16th day of June, 2021, by the magistrate. Tenant has appealed the judgment to the circuit court.

Pursuant to the findings of the magistrate, the tenant is obligated to pay rent in the amount of \$246.25 per week, as it becomes due periodically after the judgment was entered, S.C. Code Ann. Sec. 27-40-800(b).

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the court and moves the circuit court to stay execution on the judgment for ejection until this matter is heard on appeal and decided by the circuit court.

This the 24th day of June, 2021.

Lourdes Gee
Tenants

Upon execution of the above bond, execution on the judgment of ejection is hereby stayed until the action is heard on appeal and decided by the circuit court. 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 circuit court on issues dealing with possession must be dismissed and the sheriff may dispossess the tenant.

This the 24th day of June, 2021.

[Signature]
Magistrate Judge

To be paid/delivered by cash or certified check to:

852 William Hilton Pkwy - Suite 1A
Hilton Head, SC 29928

P.O. Box 5310
Hilton Head, SC 29938

STATE OF SOUTH CAROLINA)
)
 BEAUFORT COUNTY)
)
 CLINTON and LOURDES S. GEE)
 Appellants,)
)
)
 v.)
)
 SIGNATURE SALES GROUP, LLC,)
)
 Respondent.)
 _____)

IN THE COURT OF COMMON PLEAS
 Appeal Case No. 2021CP0701129

MAGISTRATE'S COURT
 Case No.: 2021CV071030030

ORDER OF IMMEDIATE POSSESSION

2022 MAY 05 AM 11:18
 BEAUFORT COUNTY MAGISTRATE COURT

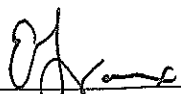
Pursuant to the Court's Order of Bond to Stay Execution on Appeal, dated June 24, 2021, Defendant was to pay rent in the amount of \$246.25 each week during the pendency of the Appeal. In accordance with S.C. Code Ann. Sec. 27-40-800, and Rule 241, South Carolina Appellate Court Rules, and as agreed to, and signed by, Defendants: "[i]f Tenant fails to make any rental payment on time, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant to the Circuit Court on issues dealing with possession must be dismissed, and the Sheriff may dispossess the Tenant." (See attached Order).

On May 4, 2022, the Court received the attached Affidavit from Plaintiff stating Defendants have not complied with the Order of Bond to Stay Execution on Appeal, in that no rental payments have been made since December 12, 2021. In addition, Defendants refuse to allow Landlord/Plaintiff to enter the unit to do pest control.

Therefore, it is hereby ordered that the Beaufort County Sheriff's Office is to execute the attached Writ of Ejectment and return said property to the Plaintiff forthwith. Further, the pending Appeal of said matter should be dismissed.

IT IS, THEREFORE, ORDERED.

May 5, 2022
 Bluffton, South Carolina



 Erin G. Vaux,
 Beaufort County Magistrate

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
Signature Sales Group, LLC,)
)
)
Plaintiff,)
)
vs.)
)
Gilbert Clinton Gee and Lourdes S. Gee.)
)
)
Defendants.)
)
_____)

IN THE MAGISTRATE'S COURT

Case No.: 2021CV0710300301

AFFIDAVIT OF SELENA BROWN

FILED
BEAUFORT MAGISTRATE COURT
2022 MAY -4 PM 12:01


The undersigned, being duly sworn, states the following:

1. My name is Selena Brown.
2. I am a resident of Beaufort County, South Carolina.
3. I am Property Manager for Plaintiff Signature Sales Group, LLC.
4. Defendants were permitted to live in Unit N6 of 104 Cordillo Parkway, Hilton Head Island in connection with Mr. Gee's previous work with Signature Sales Group, LLC.
5. On June 17, 2021, the Magistrate's Court issued a Writ of Ejectment against Defendants, which Defendants appealed.
6. As a condition of remaining in the property pending appeal, Defendants were ordered to pay rent in the amount of \$246.25 each week.
7. I have personal knowledge of the rental payments made by Defendants during the course of this litigation and subsequent appeals.
8. The last rental payment made by Defendants was on December 12, 2021.
9. Defendants have made no rental payments since December 12, 2021.
10. Defendants have also refused to permit pest control to enter the unit.


11. A true and accurate copy of the letter sent to Defendants regarding their refusal to permit the entry of pest control is attached as Exhibit A.

12. The manager of High Tide Associates, which handles property management for Cordillo Courts, sent me a text message stating that they could fine Signature Sales Group, LLC if Defendants continued to refuse entry to pest control.

13. Signature Sales Group, LLC desires that the Magistrate's Court execute the Writ of Ejectment to eject Defendants from Unit N6, 104 Cordillo Parkway, Hilton Head Island.


Selena Brown

SWORN to and subscribed before me this
day 4 of May 2023


Notary Public For South Carolina
My Commission Expires: 4-6-31

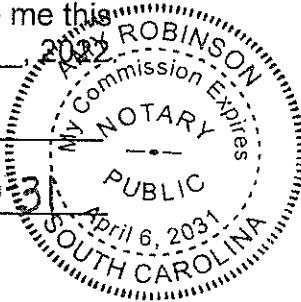


EXHIBIT 1

HHI Investment Company, LLC

Premier Property Management

March 21, 2022

Via Email & Hand Delivery

Clinton and Lourdes Gee
104 Cordillo Parkway, Unit N6
Hilton Head Island, SC 29928

Re: Refusal of Entry for Pest Control Service

Dear Clinton & Lourdes:

This letter is to notify you that you are in violation of the Cordillo Court Rules & Regulations because you have refused entry for the monthly pest control treatment 104 Cordillo Parkway, Unit N6, Hilton Head Island, SC 29928.

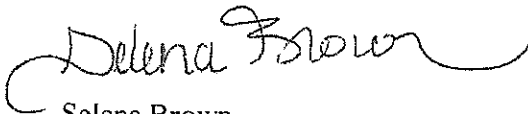
ITEM# XX Pest Control: Pest Control technicians treat villas monthly.

On or about Friday, March 18, 2022 Hightide Association reported that you refused entry to the pest control technician.

Refusal of entry will result in a fine of \$100 per refused visit!

If you have any concerns or questions then please contact me.

Sincerely,



Selena Brown
Property Manager
(843) 785-1000 ext. 7317

FORM 13
BRIEF OF APPELLANT
April 29, 2022
THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
Marvin H. Dukes, Beaufort County Master in Equity and Special Circuit Court Judge

Case No. 2022-000045

Gilbert Clinton Gee and
Lourdes S. Gee
Pro Se

Appellants,

v.

Kathleen N. McDaniel
Attorney for Signature Sales
Group, LLC

Respondent,

INITIAL BRIEF OF APPELLANT

Judge: If you all would please take your seats, I'd appreciate it. Alright. Good morning. Alright. We are here in the matter of Signature Sales Group, LLC v. Gilbert and Lourdes, is that correct, Gee. Um, date, date is June 24th. This is case number 21-00301. If the parties will, if you will just identify yourselves for the record, please?

Jeff Sparks: Jeff Sparks on behalf of Signature Sales Group, LLC.

Gilbert Gee: Gilbert Gee.

Judge: I'm sorry.

Lourdes Gee: Lourdes Gee.

Judge: And you are both, um, well, you going to need to raise your hand. If you will raise your right hand for me please sir. Do you swear (unintelligible) to tell the truth, the whole truth, and nothing but the truth, so help you God?

Gilbert Gee: Yes.

Judge: Alright. My understanding, Mr. Gee, is that, or Gee, I'm sorry, we did receive your notice of appeal that you filed on this matter, per the statute that requires that there be a bond hearing held. Um, generally what the statute requires is that as the rent becomes due, you are responsible to pay that amount to the plaintiff. If you have to take on an undertaking, um, which is statute 27-40-800 which is an undertaking on appeal and an order staying the execution of the writ being that the writ was already issued, originally served, and then (unintelligible) course we did call it back. So that means that what I'm inclined to do, I'm assuming that you didn't prepare that. First, before we get any further, I should ask, you had an attorney at your last hearing. Are you no longer using Ms. Ugarte's services?

Gilbert Gee: Um, not for this matter.

Judge: Okay. Um, so, ah, generally, your attorney could draft that for you. You could draft it yourself or I'm happy to draft it myself, so language and the format is all in the statute of what's required for that. And basically, it just says that you're going to affirm that as the rent is due, you will pay it, um, and that in doing that and undertaking that is basically a bond which states the execution of the writ. If you fail to make that payment, um, within five days of the due date upon application of the landlord, the stay is dissolved and the appeal gets dismissed and the sheriff then can dispossess you which just means the writ is issued once again. Okay? The issue then becomes what is the bond amount on the appeal? Um, it appears to me looking at the lease that this was a weekly rent?

Gilbert Gee: That's correct, your honor.

Judge: So, that would be from the date of judgment. I think technically I could, my judgment was entered on the 7th. I then gave you till the 14th. You then requested more time and I gave you more time and held the writ, um, so I think what I'm inclined to do is to go off of the 14th which would have been the day of the original judgment. I could go off the 7th but I won't do that because I did hold it, um. That means that the rent would become due from that date. So, you would have to pay to the point of, um, or to your landlord, that amount, um, up until today. And obviously after it becomes due, you have to continue to do that and if you fail to do that, the writ could be reissued, okay? Any questions?

Gilbert Gee: Um, I would appreciate it if the court could produce that, um, that, draft.

Judge: Okay. So, what I'll do, is I'm just going to, and you don't technically have to, um, sign it. I will sign it. Well, actually, I'll have you sign it. I can go type this up now while you're

here. It won't take but a minute. It's not long. So, then, just so that I can confirm based off the evidence that was provided at the last hearing, rent was \$246.25 weekly, is that correct?

Gilbert Gee: Correct.

Judge: Okay.

Gilbert Gee: Your honor, there is just one other thing.

Judge: Yes, sir.

Gilbert Gee: If I can approach the bench and I'm also giving a copy to the plaintiff.

Judge: Okay.

Gilbert Gee: Yesterday, um, I went to renew the, the parking pass at the property. I spoke to your assistant who is likely aware of that. And I was told that, um, they will not prevent egress by walking to the apartment but they choose not to allow us to park our car there anymore.

Judge: Okay.

Gilbert Gee: Which I don't understand, ah, how that's possible. I think it's just malicious and spiteful but, um, this is what they gave me.

Judge: Okay.

Gilbert Gee: I've never heard of this before and your assistant hasn't heard of it, either.

Judge: Okay. Anything in response?

Jeff Sparks: Yeah, this is not our decision. This is from the association's board.

Judge: Okay. Um, is there anything within the lease that addresses parking on the property?

Jeff Sparks: There's not, your honor.

Gilbert Gee: They've been issuing parking passes for over a year thus, and it's only now, and their reasoning as they state in that letter is that we no longer have a valid lease. I explained that until the court says otherwise, we are a month-to-month tenant. That's my understanding. So, we do have a valid lease. So, that's disputed. What the property manager said yesterday was if the court were to state that we, I guess we have a valid lease until this is concluded, um, they are compelled to give us a parking pass and they'll, they'll comply. But they have to basically be ordered by the court to comply.

Judge: I'm not sure I have the authority to order them, um, I don't know what your agreement is with the, when you sign a lease.

Gilbert Gee: Well, we've had, um, we've had a parking pass issued every couple of weeks for most, well first, the longest period of time, it was not even necessary and then they changed the rules midway during the course of the lease and required everybody to get either decals or parking passes. They've been issuing those parking passes consistently every couple of weeks, I would say for at least six months, your honor, previously, and the only reason they're stopping it right now is because they are under the opinion that we don't have a valid lease. So, um, if they were to receive something I assume, um, from the court stating that there is a lease of some sort in effect until the court says otherwise, um, I think they would probably issue the pass. I don't know but I would ask the court to at least attempt to do that because right now, I have to park half-a-mile away like last night and walk, you know, to the car, every single day.

Judge: What I think you can do is once I draft this order for the undertaking which is the bond, then you could give them a copy of that which essentially is saying that it's stayed until the appeal is heard, um, and that should be I would think sufficient based on what, but again, I think that's a separate issue that you have to take up with the association. I'm assuming that they have like an appeals process through their own if you have a complaint or, uh.

Gilbert Gee: Well, I don't, from what I understand yesterday, they, the board met and said that they weren't going to receive any further parking passes so we have to park half-a-mile to mile away and walk to our apartment. I think that's, like I said, malicious and spiteful and has no legal basis.

Judge: I understand but the problem is that's not this plaintiff. That's a separate entity.

Gilbert Gee: Well.

Judge: So, like if you were to receive a fine for something that is required, for example, a parking violation, if you receive a fine, there should be some sort of way to contest or dispute that fine. Whatever that process is, is what you have to go through with the association for the parking permit.

Gilbert Gee: Well, I addressed that with them yesterday. Was there, is there anything, and the only, first-off, we're a tenant, they're property owners. They own, they, this is the POA.

Judge: Right.

Gilbert Gee: Which they are a member of. They own multiple units out there. Um, the only person that has the ability to um, basically contest it is the owner of the property. So, ah, that would fall to Mr. Sparks and his company to, ah, to make a request of the POA to issue a pass or parking decal to their tenants.

Judge: I think you want to speak to your attorney again.

Jeff Sparks: And I can respond to that.

Judge: Maybe call her, the attorney that you were using, or another attorney, um, I can't give you any legal advice. I've attempted to tell you what I think that you should do, um, which there has to be some sort of way to challenge or appeal, or in some sort of way contest when a POA or a homeowner's association, any of those, there has to be a process and if that means you have to ask for a copy of the rules and regulations, or if you need to ask for a copy of the covenants, or whatever it is that, the guidance of what runs these corporations, you know, not corporations, but associations. Um, they have to provide that to you as a tenant or an owner, it doesn't matter. They can't deny that to you. It should be public and as a tenant residing there, you're bound by those so you're entitled to see what you're bound by and if you can't get it from them, you should be able to get it from the landlord. Um, but I think your first avenue would be through them, um, and then certainly I think based off of whatever that process is within those guidelines, you should go through with that. But again, what I can do is, you can take a copy of this order, um, you know, essentially what I have ordered is that the lease term has ended. You are appealing that order so, I'm not inclined to give an order saying that there is a valid lease. It is stayed, my decision, during pendency of the appeal, so by giving them that bond, I think that should show them that it is stayed and that you are residing there. The writ was pulled back and so you're not going to be evicted during that process unless you fail to pay the bond. Okay? So, you could start there and if not, what I would say is, you certainly, um, you may want to speak to an attorney. I think there are some concerns if it's not being done property.

Gilbert Gee: Yeah, I just want to also say, I was in an accident in 2017. I ruptured a disc and having to walk that distance, um, is not good. I had no medical procedures done to correct it. Basically, we're just hoping it heals in time.

Judge: Um, um.

Gilbert Gee: So, so this, this is, you know, this is an issue, we, I need to take care of.

Judge: Alright.

Gilbert Gee: But I will follow the court's advice.

Judge: Okay. And again, I'm not giving you legal advice. That's just I think, you know, technically, the first place I tell people to look is to the rules and so, see what your options are. But again, I would advise you to speak to an attorney, um, that could actually give you some legal advice as to that situation, okay? Let me step down, I'll go, unless there's anything else from either party?

Gilbert Gee: No, your honor.

Judge: Okay. I'm going to draft this. I'll get you to sign this, um, or get both parties to sign and then, ah, get everybody a copy of that, okay? Just take a look at this first to, I'm sorry, um.

Judge: Morning.

Jeff Sparks: Good morning.

Gilbert Gee: Do you want me to go ahead and sign it?

Judge: Yes, sir. If that looks good to you. That's just straight out of the statute.

Gilbert Gee: Okay.

Judge: And I did use the date that I actually signed the writ. I think I could have used the date I ordered the judgment but I'll give the benefit of the week I guess that it was. So, I went off of the 16th which is the date that the writ was issued. Alright, I'll sign it and I'll have John clock it and then give both parties a copy, okay?

Jeff Sparks: Your honor, one last issue, there is no payment address in the lease. Does it need a place for the response to be delivered?

Judge: Yes, where were they being delivered prior to, or they were just coming out of?

Jeff Sparks: I think they were just coming out of (unintelligible).

Judge: Okay. Um, what would be the best?

Jeff Sparks: Okay, (unintelligible) is on 852 William Hilton Parkway.

Judge: I might just write it on here. Do you have that, I'll take, may I have that card? Oh, sorry, or just a copy? I want to make sure I copy it correctly. And how was it to be paid, or?

Jeff Sparks: Cash or certified funds if you prefer. (unintelligible)

Judge: Okay, I'm just going to write that to be paid at that address, okay?

Gilbert Gee: Um, is it possible to pay by credit card?

Judge: You don't have that capability?

Jeff Sparks: No.

Judge: Okay. I'm going to put both the P.O. Box and the physical address, okay? Alright. Okay, any other questions or issues?

Jeff Sparks: Nothing else, your honor.

Judge: Okay. Alright, thank you very much.

Gilbert Clinton Gee
33 Office Park Road, # A-201
Hilton Head Island, South Carolina 29928
(843) 802-9511

Lourdes S. Gee
33 Office Park Road, # A-201
Hilton Head Island, South Carolina 29928
(843) 802-9511

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May 13 2022

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

The Honorable Marvin H. Dukes, III, Circuit Court Judge
Magistrate's Court Case No. 2021CV0710300301

Appellate Case No. 2022-000045

Gilbert Clinton Gee and Lourdes S. Gee Appellants (pro se).

v.

Signature Sales Group, LLC Respondent.

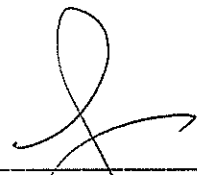
PROOF OF SERVICE

Amended

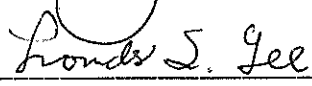
The undersigned hereby certifies that a true copy of Emergency Motion for Immediate Temporary Relief and Temporary Order Staying Proceedings Under the Writ of Possession in the above-referenced case has been served on all parties and/or their counsel of record by mailing a copy of same by way of the United States Postal Service, postage pre-paid, on the date below, addressed as follows:

PARTIES SERVED: Kathleen M. McDaniel, Esq.
BURNETTE SHUTT & McDANIEL, PA
912 Lady Street, 2nd Floor (29201)
Post Office Box 1929
Columbia, South Carolina 29202
T. 803-904-7913
F. 803-904-7910
KmcDaniel@burnetteshuttlaw
Attorney for Respondent

Respectfully submitted:



Gilbert Clinton Gee



Lourdes S. Gee

5/13/2022