

**RECEIVED**

**Jun 01 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM GREENVILLE COUNTY  
Edward A. Miller, Circuit Court Judge

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Appellate Case No.: 2022-000424

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American Homes 4 Rent Management Holdings, LLC dba American Homes 4  
Rent..... Respondent,

v.

Mildred Stoddard, Justin Stoddard, and any other occupant located at 117 Eagleston Lane,  
Simpsonville, SC 29680..... Defendants.

Of whom Justin Stoddard is the Appellant

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MOTION OF RESPONDENT AMERICAN HOMES 4 RENT MANAGEMENT HOLDINGS,  
LLC DBA AMERICAN HOMES 4 RENT  
TO DISMISS THE APPEAL

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Pursuant to Rule 240, SCACR, Respondent American Homes 4 Rent Management Holdings, LLC dba American Homes 4 Rent (“Respondent”) moves to dismiss the instant appeal. For the reasons stated in greater detail below, Respondent asserts that the Appellant Justin Stoddard (“Appellant”) failed to file the bond required within five (5) days after service of the notice of appeal. Accordingly, pursuant to S.C. Code Ann. § 27-37-130 is entitled to an order dismissing this appeal in its entirety, and with prejudice.

Pursuant to Respondents’ Application for Ejectment in the Greenville County Magistrate Court dated December 30, 2021, the Magistrate Court issued Rule to Vacate or Show Cause on January 5, 2022 bearing Case No. 2022CV2310200014. In response, Appellant filed a Request

for Jury Trial on January 31, 2022. A bond hearing was held at the Fairview/Austin Summary Court on February 16, 2022, at which The Honorable Laura M. Saunders set a bond in the amount of \$11,076.26 (“Initial Bond”). Appellant was to pay this Initial Bond to Plaintiff by February 23, 2022 to preserve his jury trial request.

Appellant filed a Notice of Appeal on February 22, 2022 in Circuit Court contesting the Initial Bond, bearing C/A No. 2022-CP-23-00971. The Magistrate Court set a hearing for March 16, 2022 for an appeal bond at which Judge Saunders denied Appellant’s request to set the bond amount at an equivalent of one month’s rent. As one month had passed since the Initial Bond hearing, Judge Saunders set a new bond amount of \$12,482.71 (“March Bond”). Judge Saunders instructed Appellant to pay the March Bond to Respondent by March 25, 2022 and requested that the Circuit Court schedule the appeal hearing on or before March 25, 2022. A copy of the Magistrate’s Return filed March 17, 2022, excluding the attachments submitted and included therein, is attached hereto as **Exhibit A**.

At the hearing on March 25, 2022 before the Circuit Court, the Honorable Edward A. Miller dismissed the appeal and remanded the matter to Magistrate Court for any further proceedings. A copy of the Order Dismissing the Appeal entered March 29, 2022 is attached hereto as **Exhibit B**. On April 4, 2022, the Magistrate Court issued a Writ of Ejectment. A copy of the Writ of Ejectment is attached hereto as **Exhibit C**. Appellant served the Notice of within Appeal to the Court of Appeals on April 5, 2022.

This Appeal should be dismissed for Appellant’s failure to pay the March Bond set by the Magistrate’s Court. Although, as a general rule, matters decided in the Order being appealed are automatically stayed upon service of a notice of appeal, there are exceptions “found in statutes, court rules, and case law.” Rule 241(b), SCACR. One of the exceptions is found in Rule

241(b)(10) SCACR, “[e]jection orders as provided in S.C. Code Ann. § 27-37-130 and S.C. Code Ann. § 27-40-800.” S.C. Code Ann. § 27-37-130 provides the following:

An appeal in an ejection case will not stay ejection unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned for the payment of all costs and damages which the landlord may sustain thereby. In the event the tenant shall fail to file the bond herein required within five days after service of the notice of appeal such appeal shall be dismissed by the trial magistrate.

More than five days after service of the Notice of Appeal have passed. To date, Appellant has failed to make the payments required pursuant to the March Bond. A copy of an Affidavit from Appellant setting forth the amount due as of May 31, 2022 is attached hereto as **Exhibit D**. This Affidavit reflects that the Appellant has failed to pay the March Bond or rent for any subsequent months.

Based on the foregoing, the within Appeal should be dismissed based upon Appellant’s failure to comply with S.C. Code Ann. § 27-37-130.

Dated: June 1, 2022

TURNER PADGET GRAHAM & LANEY, P.A.

s/John B. Kelchner

John B. Kelchner, SC Bar 13589

P.O. Box 1473 (29202)

1901 Main Street, Suite 1700

Columbia, SC 29201

Telephone: 803-227-4234

Facsimile: 803-400-1564

Email: [jkelchner@turnerpadget.com](mailto:jkelchner@turnerpadget.com)

*Attorneys for Respondent American Homes 4 Rent  
Management Holdings, LLC dba American Homes  
4 Rent*

# **EXHIBIT A**



\$11,076.26, which included unpaid rent, utilities, late fees and attorney's fees.

The Court set a bond for \$11,076.26 and ordered Tenant/Appellant to pay all arrears in full by end of day on February 23, 2022 to preserve his Jury Trial request. Additional term of the bond was that all rent must be paid on time each month thereafter on the first day of each month to preserve the jury trial request. Defendant disputed the arrears amount, however the Court reviewed a payment history ledger provided by the Landlord/Respondent which showed Tenant/Appellant has not reached a zero balance on his account since March of 2021. After reviewing the ledger, the Court determined that the amount of arrears was accurate and issued its bond order. The Court did not issue a ruling regarding the Rule to Vacate or Show Cause.

Tenant filed the instant appeal on the Bond Order on the Rule to Vacate or Show cause on February 22, 2022 with the Court of Common Pleas. Therefore, an Appeal Bond hearing was required to be set by the Magistrate Court. The Magistrate Court received service of the appeal via Certified US Mail on February 28, 2022. An appeal bond hearing was held on March 16, 2022 (Tenant/Appellant informed the Court he was out of the country until March 15, 2022).

The parties appeared on March 16, 2022 before the Court for the Appeal Bond hearing. Landlord/Respondent presented a "Bond to Stay Eviction on Appeal", which is a form generated by SC



Legal Services, but that was signed by Tenant/Appellant and purportedly signed by Circuit Court Judge Alex Kinlaw. The Magistrate reviewed the document and researched the public index for evidence that this document was filed. The Magistrate called a recess and contacted the Clerk of Court for verification. It was determined that 1) the document was not located in the Clerk's physical file; 2) the document had not been electronically recorded or otherwise entered into the Clerk's system and 3) the document was in fact NOT signed by Circuit Court Judge Alex Kinlaw.

The Court issued the appeal bond requiring the Defendant to pay all arrears by March 25, 2022, which includes the current past due amount of \$11,076.26 plus any and all utilities and/or rent that have accrued since. The Magistrate ordered the Landlord/Respondent's attorney to provide Tenant/Appellant with an updated ledger as soon as possible, via email.

Attached please find copies of the Court's file, and a flash drive containing the transcript of record for both hearings. The Magistrate respectfully requests that the Clerk of Court schedule this matter for an appeal hearing prior to the expiration of the Bond Order, or before March 25, 2022.

Respectfully submitted,

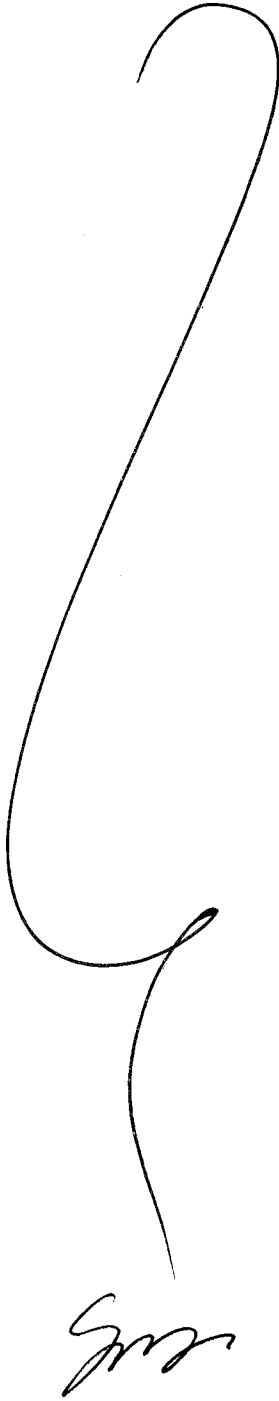
3 



Laura M. Saunders  
Magistrate Judge  
Fairview / Austin  
Summary Court

2022 MAR 16 PM 2:34

FILED - SUMMARY COURT  
GREENVILLE CO., S.C.  
JUDGE DEAN E. FORD



# EXHIBIT B

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

American Homes 4 Rent Management  
Holdings, LLC dba American Homes 4  
Rent,

PLAINTIFF,

v.

Mildred Stoddard, Justin Stoddard, and  
any other occupant located at 117  
Eagleston Lane, Simpsonville, SC 29680,

DEFENDANTS,

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

C/A NO.: 2022-CP-23-00971

MAGISTRATE CASE NO.: 2022CV231020014

ORDER DISMISSING APPEAL

This matter comes before me upon an appeal of an Order establishing a bond amount issued in an eviction proceeding by the Magistrate Court in Greenville County. The hearing on this appeal took place on March 25, 2022 via webex video conference. Appearing at the hearing were the Defendant/Appellant Justin Stoddard (“Defendant”) and counsel for the Plaintiff American Homes 4 Rent Management Holdings, LLC dba American Homes 4 Rent (“Plaintiff”), John B. Kelchner of Turner, Padgett, Graham & Laney, P.A. Upon reviewing the filings of the parties of record and the arguments made at the hearing, this Court finds as follows.

Pursuant to a Rule to Vacate or Show Cause issued by the Magistrate Court on January 5, 2022, Defendant filed a Request for Jury Trial on January 31, 2022. A bond hearing was held at the Fairview/Austin Summary Court on February 16, 2022, at which The Honorable Laura M. Saunders set a bond in the amount of \$11,076.26 (“Initial Bond”). Defendant was to pay this Initial Bond to Plaintiff by February 23, 2022 to preserve his jury trial request.

Defendant filed his Notice of Appeal on February 22, 2022 contesting the Initial Bond and arguing that it should only consist of an equivalent of one month’s rent, or \$1,695.00. On or about

March 3, 2022, Plaintiff received a check in the amount of \$1,695.00 along with a document titled “Bond to Stay Eviction on Appeal” dated February 25, 2022. This document appeared to have been signed by a Judge with the name “Kinlaw” written in manuscript underneath type-set print “Judge or Clerk.” Said document was not filed with either the Magistrate Court or Circuit Court and this Court subsequently determined that Circuit Court Judge the Honorable Alex Kinlaw, Jr. did not sign this document.

The Magistrate Court set a hearing for March 16, 2022 for an appeal bond at which Judge Saunders denied Defendant’s request to set the bond amount at an equivalent of one month’s rent. As one month had passed since the Initial Bond hearing, Judge Saunders set a new bond amount which was to encompass all rent, utilities, and fees due and instructed Plaintiff’s counsel to provide Defendant with the figure comprising this amount. Counsel for Plaintiff notified Defendant by email on March 16, 2022 that this amount was \$12,482.71 (“March Bond”). Judge Saunders instructed Defendant to pay the March Bond to Plaintiff by March 25, 2022 and requested that the Circuit Court schedule the appeal hearing on or before March 25, 2022.

At the hearing on March 25, 2022, Defendant reiterated that the bond amount should be set at approximately the monthly rent amount as various fees comprising the March Bond amount were in dispute. Defendant proceeded to argue the merits of the eviction proceeding. Plaintiff asked that the Court uphold the Magistrate Court’s issuance of the March Bond and find that Judge Saunders acted within her discretion in setting the amount of this bond.

This Court finds that Judge Saunders acted within the bounds of her discretion in issuing the March Bond amount and, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Defendant’s request that the March Bond be reduced is denied;

2. The Magistrate Court's Order for Defendant to pay Plaintiff the amount of \$12,482.71 by March 25, 2022 remains in full force and effect;
3. Defendant's Appeal is dismissed; and
4. This matter is remanded to Magistrate Court for any further proceedings that Court deems necessary.

AND IT IS SO ORDERED.

**PRESIDING JUDGE'S SIGNATURE TO FOLLOW**

**FORM 4**

**STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE**

**JUDGMENT IN A CIVIL CASE  
IN THE COURT OF COMMON PLEAS  
CASE NO. 2022-CP-23-00971**

American Homes 4 Rent Management Holdings, LLC  
dba American Homes 4 Rent

Mildred Stoddard, Justin Stoddard, and any other  
occupant located at 117 Eagleston Lane,  
Simpsonville, SC 29680

PLAINTIFF

DEFENDANTS

<b>Submitted by:</b> John B. Kelchner (SC Bar No. 13589) Turner Padgett Graham & Laney, P.A. P.O. Box 1473 (29202) 1900 Main Street, Suite 1700 Columbia, South Carolina 29201	<b>Attorney for :</b> <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (*CHECK REASON*):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (*CHECK REASON*):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*):**  
 Affirmed;  Reversed;  Remanded;  Other

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

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

**ORDER INFORMATION**

This order  ends  does not end the case.  
Additional Information for the Clerk : \_\_\_\_\_

<b>INFORMATION FOR THE JUDGMENT INDEX</b>		
<b>Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.</b>		
<b>Judgment in Favor of (List name(s) below)</b>	<b>Judgment Against (List name(s) below)</b>	<b>Judgment Amount To be Enrolled (List amount(s) below)</b>
N/A		





Greenville Common Pleas

**Case Caption:** Justin Stoddard VS American Homes 4 Rent , defendant, et al

**Case Number:** 2022CP2300971

**Type:** Order/Dismissal

So Ordered

s/ Edward W. Miller

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

American Homes 4 Rent Management  
Holdings, LLC dba American Homes 4  
Rent,

PLAINTIFF,

v.

Mildred Stoddard, Justin Stoddard, and  
any other occupant located at 117  
Eagleston Lane, Simpsonville, SC 29680,

DEFENDANTS,

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

C/A NO.: 2022-CP-23-00971

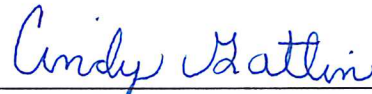
MAGISTRATE CASE NO.: 2022CV231020014

**CERTIFICATE OF SERVICE**

I, the undersigned employee in the Law Offices of Turner Padgett Graham & Laney P. A., attorneys for Plaintiff, do hereby certify that I have mailed a copy of the *Order Dismissing Appeal* in connection with the above-referenced case by placing a copy of the same in the United States mail, sufficient postage affixed, on the 30th day of March, 2022, to each of the following parties:

**Mildred Stoddard**  
**117 Eagleston Lane**  
**Simpsonville, SC 29680**

**Justin Stoddard**  
**117 Eagleston Lane**  
**Simpsonville, SC 29680**



\_\_\_\_\_  
Cindy A. Gatlin

# EXHIBIT C

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF GREENVILLE )  
)  
)  
)  
)

2022CV2310200014  
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT  
WRIT OF EJECTMENT

American Homes 4 Rent C/O  
Turner/Padget  
P.O. Box 22129  
Charleston, SC 29413

Kristen Nicole Nichols  
Turner, Padget, Graham & Laney,  
PA  
40 Calhoun St, Suite 200  
Charleston, SC 29401  
(843) 576-2836

ORIGINAL

(843) 576-2800

PLAINTIFF(S)

Vs  
Mildred And Justin Stoddard And  
All Others  
117 Eagleston Lane  
Simpsonville, SC 29680

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

Upon Judgment of this Court, rendered on the , you are hereby Ordered to proceed to the premises located at  
**117 Eagleston Lane**

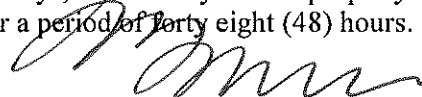
**Simpsonville, SC 29680.**

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

**If after 24 hours** following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

April 4, 2022



Fairview/Austin Summary Court

-----  
S. Hendricks, being duly sworn state that:

I personally served a copy of this Writ on \_\_\_\_\_, an occupant of the rental unit

On 4-7 2022, at 12:00pm the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.

On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.

Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.

The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.

Informed by Plaintiff that case is settled.

Date: \_\_\_\_\_, 20\_\_\_\_

  
\_\_\_\_\_  
Sheriff/Deputy Sheriff/Constable

# EXHIBIT D

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM GREENVILLE COUNTY  
Edward A. Miller, Circuit Court Judge

---

Appellate Case No.: 2022-000424

---

American Homes 4 Rent Management Holdings, LLC dba American Homes 4  
Rent ..... Respondent,

v.

Mildred Stoddard, Justin Stoddard, and any other occupant located at 117 Eagleston Lane,  
Simpsonville, SC 29680..... Defendants.

Of whom Justin Stoddard is the Appellant

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AFFIDAVIT IN SUPPORT OF MOTION OF RESPONDENT AMERICAN HOMES 4 RENT  
MANAGEMENT HOLDINGS, LLC DBA AMERICAN HOMES 4 RENT  
TO DISMISS THE APPEAL

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I, Kayla N. Hill, being of lawful age and being first duly sworn on oath, states and deposes  
as follows:

1. I am more than 18 years old and I am competent to testify to the matters stated  
herein.
2. I am of sound mind and am competent to provide this affidavit based on my  
personal knowledge and/or a review of the records and knowledge of the record keeping  
procedures of American Homes 4 Rent Management Holdings, LLC dba American Homes 4 Rent  
("Respondent"). The statements set forth in this Affidavit are true and correct, to the best of my  
knowledge and belief.

3. I am employed as a Senior Property Manager at Respondent. I am familiar with Respondent's record keeping policies and procedures.

4. In the regular performance of my job functions, I have access to and am familiar with the business records (the "Records") relating to the servicing of the lease at is the subject of the within-captioned matter (the "Lease"). The Records summarized herein constitute records or data compilations of transactions relating to the Lease (the "Transactions") and were made and are maintained in the regular and usual course of business. The Records were made at or near the time by, or from information from, a persona with knowledge of the Transactions. I reviewed and relied upon the Records in executing this Affidavit.

5. In the regular performance of my job functions, I have access to Respondent's Records for the Lease.

6. The entries in these Records were made in the regular course of Respondent's business at or near the time of the events recorded and based upon personal knowledge of the person making them or upon information transmitted by the person with knowledge.

7. In the course of my day to day duties, I regularly work with documents that relate to account histories and account balances of particular leases.


8. In the course of my day to day duties, I regularly review business records for particular leases. My procedure in executing affidavits is to review the business records for the particular lease, the affidavit to ensure it is accurate, and the exhibits attached to the affidavit to ensure that they are true and accurate copies.

9. I have reviewed Respondent's Records associated with the Lease account and based upon my review of the Records, Appellant did not pay the amount of \$12,482.71 due as of March 6, 2022 or any further costs, charges, or fees accrued on the account thereafter, including but not

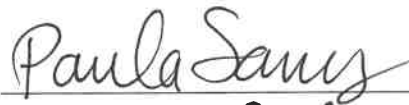
limited to the April 2022 and May 2022 rent payments. A true and accurate copy of the Lease History is attached hereto as **Exhibit 1**.

Further affiant sayeth not.

Dated this 31 day of May, 2022.

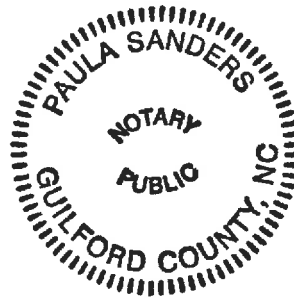
  
\_\_\_\_\_  
Kayla Hill  
Senior Property Manager

SWORN to before me this  
31<sup>st</sup> day of May, 2022

  
\_\_\_\_\_  
Notary Public for Guilford County, NC

Print Name: Paula Sanders

My Commission Expires: May 9, 2026



# **EXHIBIT 1**

# Resident Ledger



Date: 05/24/2022

Code		Property		Lease From	12/19/2020
Name	Mildred Stoddard	Unit		Lease To	09/30/2022
Address	117 Eagleston Lane	Status	Eviction	Move In	12/19/2020
		Rent	1695.00	Move Out	12/30/2099
City	Simpsonville, SC 29680	Phone (H)		Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
12/15/2020	appfee	Application Fee (Mildred Stoddard)	50.00		50.00	
12/15/2020	appfee	Application Fee (Justin Stoddard)	50.00		100.00	
12/15/2020		chk# [REDACTED] Credit Card On-Line Payment ; Web - Online Leasing		100.00	0.00	
12/17/2020	secdep	Security Deposit	1,695.00		1,695.00	
12/17/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]		1,695.00	0.00	
12/17/2020		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]		810.81	(810.81)	
12/19/2020	adminfee	Admin Fee	100.00		(710.81)	
12/19/2020	rent	Rent for 13 days	710.81		0.00	
12/23/2020	nsffee	Returned check charge	30.00		30.00	
12/23/2020	nsffee	Returned check charge	30.00		60.00	
12/23/2020		chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]		(810.81)	870.81	
12/23/2020		chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]		(1,695.00)	2,565.81	
01/01/2021	rent	Rent (01/2021)	1,695.00		4,260.81	
01/06/2021	latefee	Late Fee	75.00		4,335.81	
01/29/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]		2,500.00	1,835.81	
01/29/2021		chk# 86867342 Credit Card On-Line Payment ; Web - Resident Services		140.81	1,695.00	
02/01/2021	rent	Rent (02/2021)	1,695.00		3,390.00	
02/03/2021	nsffee	Returned check charge	30.00		3,420.00	
02/03/2021		chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]		(2,500.00)	5,920.00	
02/05/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		2,800.00	3,120.00	
02/06/2021	latefee	Late Fee	75.00		3,195.00	
03/01/2021	utlect	Electric - 12/19/20-01/19/21	82.36		3,277.36	

03/01/2021	utilfee	Fees - Utilities	9.99		3,287.35
03/01/2021	utilfees	Fees - Utilities	30.00		3,317.35
03/01/2021	utlgas	Gas - 12/19/20-01/12/21	96.56		3,413.91
03/01/2021	utlgas	Gas - 01/12/21-02/09/21	142.79		3,556.70
03/01/2021	utlsew	Sewer - 01/06/21-02/03/21	47.77		3,604.47
03/01/2021	utlsew	Sewer - 12/19/20-01/06/21	36.58		3,641.05
03/01/2021	utltra	Trash - 12/19/20-12/31/20	9.75		3,650.80
03/01/2021	utltra	Trash - 12/31/20-01/30/21	22.51		3,673.31
03/01/2021	utlwat	Water - 12/19/20-01/06/21	10.84		3,684.15
03/01/2021	utlwat	Water - 01/06/21-02/03/21	14.11		3,698.26
03/01/2021	rent	Rent (03/2021)	1,695.00		5,393.26
03/06/2021	latefee	Late Fee	75.00		5,468.26
03/12/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services		1,100.00	4,368.26
03/26/2021	payplan	Payment Plan OPTION G-18 months	(4,368.26)		0.00
04/01/2021	utlect	Electric - 01/19/21-02/16/21	81.85		81.85
04/01/2021	utilfee	Fees - Utilities	9.99		91.84
04/01/2021	utlgas	Gas - 02/09/21-03/10/21	119.95		211.79
04/01/2021	utlsew	Sewer - 02/03/21-03/11/21	60.40		272.19
04/01/2021	utltra	Trash - 01/30/21-02/28/21	21.76		293.95
04/01/2021	utltra	Trash - 03/01/21-03/31/21	25.47		319.42
04/01/2021	utlwat	Water - 02/03/21-03/11/21	17.88		337.30
04/01/2021	payplan	Payment Plan Agreement (04/2021)	242.68		579.98
04/01/2021	rent	Rent (04/2021)	1,695.00		2,274.98
04/29/2021		chk# :ACH-WEB Online Payment - EFT Payment. Web - Resident Services NSFed by ctrl# [REDACTED]		1,801.00	473.98
05/01/2021	utlect	Electric - 02/16/21-03/18/21	117.20		591.18
05/01/2021	utilfee	Fees - Utilities	9.99		601.17
05/01/2021	utlsew	Sewer - 03/11/21-04/15/21	64.86		666.03
05/01/2021	utltra	Trash - 03/31/21-04/30/21	23.88		689.91
05/01/2021	utlwat	Water - 03/11/21-04/15/21	19.21		709.12
05/01/2021	payplan	Payment Plan Agreement (05/2021)	242.68		951.80
05/01/2021	rent	Rent (05/2021)	1,695.00		2,646.80
05/04/2021	nsffee	Returned check charge	30.00		2,676.80
05/04/2021		chk# :ACH-[REDACTED] Pre-Authorized Payment NSFed by ctrl# [REDACTED]		921.80	1,755.00
05/04/2021		chk# :ACH-[REDACTED] Pre-Authorized Payment NSFed by ctrl# [REDACTED]		1,015.88	739.12
05/04/2021		chk# :ACH-WEB NSF receipt Ctrl# [REDACTED]		(1,801.00)	2,540.12
05/06/2021	latefee	Late Fee	75.00		2,615.12
05/07/2021	nsffee	Returned check charge	30.00		2,645.12
05/07/2021	nsffee	Returned check charge	30.00		2,675.12

05/07/2021		chk# :ACH- [REDACTED]		(921.80)	3,596.92
05/07/2021		chk# :ACH- [REDACTED]		(1,015.88)	4,612.80
06/01/2021	utlect	Electric - 03/18/21-04/20/21	110.72		4,723.52
06/01/2021	utilfee	Fees - Utilities	9.99		4,733.51
06/01/2021	utlgas	Gas - 03/10/21-04/13/21	58.51		4,792.02
06/01/2021	utlsew	Sewer - 04/15/21-05/13/21	48.51		4,840.53
06/01/2021	utltra	Trash - 04/30/21-05/31/21	23.88		4,864.41
06/01/2021	utlwat	Water - 04/15/21-05/13/21	14.33		4,878.74
06/01/2021	payplan	Payment Plan Agreement (06/2021)	242.68		5,121.42
06/01/2021	rent	Rent (06/2021)	1,695.00		6,816.42
06/04/2021		chk# :ACH- [REDACTED] Pre-Authorized Payment NSFed by ctrl# [REDACTED] [REDACTED] Non-Transaction Account		1,937.68	4,878.74
06/06/2021	latefee	Late Fee	75.00		4,953.74
06/09/2021	nsffee	Returned check charge	30.00		4,983.74
06/09/2021		chk# :ACH- [REDACTED]		(1,937.68)	6,921.42
06/17/2021	hoachbk	Amenity/Pool Key- [REDACTED]	15.00		6,936.42
07/01/2021	utlect	Electric - 04/21/21-05/19/21	113.73		7,050.15
07/01/2021	utilfee	Fees - Utilities	9.99		7,060.14
07/01/2021	utlgas	Gas - 04/13/21-05/11/21	36.41		7,096.55
07/01/2021	utlgas	Gas - 05/11/21-06/09/21	26.94		7,123.49
07/01/2021	utlsew	Sewer - 05/13/21-06/11/21	49.26		7,172.75
07/01/2021	utltra	Trash - 06/01/21-07/01/21	25.47		7,198.22
07/01/2021	utlwat	Water - 05/13/21-06/11/21	14.55		7,212.77
07/01/2021	payplan	Payment Plan Agreement (07/2021)	242.68		7,455.45
07/01/2021	rent	Rent (07/2021)	1,695.00		9,150.45
07/04/2021		chk# :ACH- [REDACTED] Pre-Authorized Payment NSFed by ctrl# [REDACTED] [REDACTED] Non-Transaction Account		1,937.68	7,212.77
07/06/2021	latefee	Late Fee	75.00		7,287.77
07/08/2021	nsffee	Returned check charge	30.00		7,317.77
07/08/2021	ntcfec	Notice Fee for SC state	50.00		7,367.77
07/08/2021		chk# :ACH- [REDACTED]		(1,937.68)	9,305.45
08/01/2021	utlect	Electric - 05/20/21-06/18/21	160.12		9,465.57
08/01/2021	utilfee	Fees - Utilities	9.99		9,475.56
08/01/2021	utlsew	Sewer - 06/11/21-07/15/21	47.77		9,523.33
08/01/2021	utltra	Trash - 07/01/21-07/31/21	23.88		9,547.21
08/01/2021	utlwat	Water - 06/11/21-07/15/21	14.11		9,561.32
08/01/2021	payplan	Payment Plan Agreement (08/2021)	242.68		9,804.00
08/01/2021	rent	Rent (08/2021)	1,695.00		11,499.00
08/06/2021	latefee	Late Fee	75.00		11,574.00
08/11/2021	ntcfec	Notice Fee for SC state	50.00		11,624.00

08/20/2021		chk# [REDACTED] ERAP Rental Assistance Payment		8,000.00	3,624.00
09/01/2021	utlect	Electric - 06/19/21-07/20/21	196.16		3,820.16
09/01/2021	utilfee	Fees - Utilities	9.99		3,830.15
09/01/2021	utlgas	Gas - 06/09/21-07/13/21	23.15		3,853.30
09/01/2021	utlgas	Gas - 07/13/21-08/11/21	16.02		3,869.32
09/01/2021	utlsew	Sewer - 07/15/21-08/13/21	42.85		3,912.17
09/01/2021	utltra	Trash - 07/31/21-08/31/21	23.88		3,936.05
09/01/2021	utlwat	Water - 07/15/21-08/13/21	12.55		3,948.60
09/01/2021	payplan	Payment Plan Agreement (09/2021)	242.68		4,191.28
09/01/2021	rent	Rent (09/2021)	1,695.00		5,886.28
09/06/2021	latefee	Late Fee	75.00		5,961.28
09/07/2021	ntcfec	Notice Fee for SC state	50.00		6,011.28
10/01/2021	utlect	Electric - 07/21/21-08/18/21	201.69		6,212.97
10/01/2021	utilfee	Fees - Utilities	9.99		6,222.96
10/01/2021	utlsew	Sewer - 08/13/21-09/15/21	51.05		6,274.01
10/01/2021	utltra	Trash - 09/01/21-10/01/21	24.95		6,298.96
10/01/2021	utlwat	Water - 08/13/21-09/15/21	14.99		6,313.95
10/01/2021	payplan	Payment Plan Agreement (10/2021)	242.68		6,556.63
10/01/2021	rent	Rent (10/2021)	1,695.00		8,251.63
10/06/2021	latefee	Late Fee	75.00		8,326.63
10/21/2021	admchbak	Attorney Fees, Filing Fees, Service of Process - 9/16/21- Eviction Referral, per Invoice no. [REDACTED]	590.00		8,916.63
11/01/2021	utlect	Electric - 08/19/21-09/20/21	187.66		9,104.29
11/01/2021	utilfee	Fees - Utilities	9.99		9,114.28
11/01/2021	utlgas	Gas - 09/13/21-10/12/21	23.65		9,137.93
11/01/2021	utlgas	Gas - 08/11/21-09/13/21	24.04		9,161.97
11/01/2021	utltra	Trash - 10/01/21-10/31/21	24.14		9,186.11
11/01/2021	payplan	Payment Plan Agreement (11/2021)	242.68		9,428.79
11/01/2021	rent	Rent (11/2021)	1,695.00		11,123.79
11/03/2021		chk# [REDACTED] :CHECKscan Payment		8,280.78	2,843.01
11/06/2021	latefee	Late Fee	75.00		2,918.01
11/09/2021	ntcfec	Notice Fee for SC state	50.00		2,968.01
11/17/2021	admchbak	Additional Attorney Fees, Filing Fees, Service of Process - 9/16/21- Eviction Referral, per Invoice no. [REDACTED]	550.00		3,518.01
12/01/2021	utlect	Electric - 09/21/21-10/19/21	167.99		3,686.00
12/01/2021	utilfee	Fees - Utilities	9.99		3,695.99
12/01/2021	utlsew	Sewer - 09/15/21-10/13/21	45.08		3,741.07
12/01/2021	utlsew	Sewer - 10/13/21-11/09/21	46.58		3,787.65
12/01/2021	utltra	Trash - 10/31/21-11/30/21	24.14		3,811.79
12/01/2021	utlwat	Water - 09/15/21-10/13/21	13.22		3,825.01
12/01/2021	utlwat	Water - 10/13/21-11/09/21	13.66		3,838.67
12/01/2021	payplan	Payment Plan Agreement (12/2021)	242.68		4,081.35
12/01/2021	rent	Rent (12/2021)	1,695.00		5,776.35
12/06/2021	latefee	Late Fee	75.00		5,851.35

12/08/2021	ntcfec	Notice Fee for SC state	50.00		5,901.35
12/30/2021	admchbak	Attorney Fees, Filing Fees, Service of Process - 12/20/21- Eviction Referral, per Invoice no. [REDACTED]	590.00		6,491.35
01/01/2022	utlelect	Electric - 10/20/21-11/17/21	93.96		6,585.31
01/01/2022	utilfee	Fees - Utilities	9.99		6,595.30
01/01/2022	utlgas	Gas - 10/12/21-11/09/21	59.83		6,655.13
01/01/2022	utlgas	Gas - 11/09/21-12/09/21	131.02		6,786.15
01/01/2022	utlsew	Sewer - 11/09/21-12/10/21	62.99		6,849.14
01/01/2022	utltra	Trash - 12/01/21-12/31/21	27.31		6,876.45
01/01/2022	utlwat	Water - 11/09/21-12/10/21	18.55		6,895.00
01/01/2022	payplan	Payment Plan Agreement (01/2022)	242.68		7,137.68
01/01/2022	rent	Rent (01/2022)	1,695.00		8,832.68
01/06/2022	latefee	Late Fee	75.00		8,907.68
02/01/2022	utlelect	Electric - 11/18/21-12/17/21	118.60		9,026.28
02/01/2022	utilfee	Fees - Utilities	9.99		9,036.27
02/01/2022	utltra	Trash - 12/31/21-01/30/22	27.31		9,063.58
02/01/2022	payplan	Payment Plan Agreement (02/2022)	242.68		9,306.26
02/01/2022	rent	Rent (02/2022)	1,695.00		11,001.26
02/06/2022	latefee	Late Fee	75.00		11,076.26
02/18/2022	admchbak	Additional Attorney fees for the 12/20/21 Eviction Referral, per Invoice no. [REDACTED]	661.21		11,737.47
03/01/2022	utlelect	Electric - 12/18/21-01/20/22	134.55		11,872.02
03/01/2022	utilfee	Fees - Utilities	9.99		11,882.01
03/01/2022	utlgas	Gas - 12/09/21-01/12/22	145.13		12,027.14
03/01/2022	utlsew	Sewer - 12/10/21-01/14/22	85.37		12,112.51
03/01/2022	utltra	Trash - 01/30/22-02/28/22	27.31		12,139.82
03/01/2022	utlwat	Water - 12/10/21-01/14/22	25.21		12,165.03
03/01/2022	payplan	Payment Plan Agreement (03/2022)	242.68		12,407.71
03/01/2022	rent	Rent (03/2022)	1,695.00		14,102.71
03/04/2022		chk# [REDACTED] :CHECKscan Payment		695.00	13,407.71
03/04/2022		chk# [REDACTED] :CHECKscan Payment		1,000.00	12,407.71
03/06/2022	latefee	Late Fee	75.00		12,482.71
03/16/2022	admchbak	Additional Attorney fees for the 12/20/21 Eviction Referral, per Invoice no. [REDACTED]	55.00		12,537.71
04/01/2022	utlelect	Electric - 01/21/22-02/17/22	95.34		12,633.05
04/01/2022	utilfee	Fees - Utilities	9.99		12,643.04
04/01/2022	utlgas	Gas - 01/12/22-02/10/22	249.61		12,892.65
04/01/2022	utlsew	Sewer - 01/14/22-02/11/22	99.38		12,992.03
04/01/2022	utltra	Trash - 03/01/22-03/31/22	28.50		13,020.53
04/01/2022	utlwat	Water - 01/14/22-02/11/22	28.09		13,048.62
04/01/2022	payplan	Payment Plan Agreement (04/2022)	242.68		13,291.30
04/01/2022	rent	Rent (04/2022)	1,695.00		14,986.30
04/06/2022	latefee	Late Fee	75.00		15,061.30
04/18/2022	admchbak	Additional Attorney fees for the 12/20/21 Eviction Referral, per Invoice no. [REDACTED]	4,438.55		19,499.85
05/01/2022	utlelect	Electric - 02/18/22-03/18/22	81.03		19,580.88

05/01/2022	utilfee	Fees - Utilities	9.99	19,590.87
05/01/2022	utlgas	Gas - 02/10/22-03/10/22	206.46	19,797.33
05/01/2022	utlsew	Sewer - 02/11/22-03/14/22	129.29	19,926.62
05/01/2022	utltra	Trash - 03/31/22-04/30/22	26.72	19,953.34
05/01/2022	utlwat	Water - 02/11/22-03/14/22	36.53	19,989.87
05/01/2022	payplan	Payment Plan Agreement (05/2022)	242.68	20,232.55
05/01/2022	rent	Rent (05/2022)	1,695.00	21,927.55
05/02/2022	hoachbk	Lawn/Landscape- [REDACTED]	25.00	21,952.55
05/06/2022	latefee	Late Fee	75.00	22,027.55
05/10/2022	admchbak	Additional Attorney fees for the 12/20/21 Eviction Referral, per Invoice no. [REDACTED]	1,020.00	23,047.55

**RECEIVED**

**Jun 01 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM GREENVILLE COUNTY  
Edward A. Miller, Circuit Court Judge

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Appellate Case No.: 2022-000424

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American Homes 4 Rent Management Holdings, LLC dba American Homes 4  
Rent ..... Respondent,

v.

Mildred Stoddard, Justin Stoddard, and any other occupant located at 117 Eagleston Lane,  
Simpsonville, SC 29680..... Defendants.

Of whom Justin Stoddard is the Appellant

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CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on today's date, I served on the person(s) below  
copies of the foregoing Motion of Respondent American Homes 4 Rent Management Holdings,  
LLC dba American Homes 4 Rent to Dismiss the Appeal in the above-referenced case via U.S.  
First Class Mail and Certified Mail, Return Receipt Requested.

Justin Stoddard  
117 Eagleston Ln.  
Simpsonville, SC 29680

Dated: June 1, 2022

TURNER PADGET GRAHAM & LANEY, P.A.

s/John B. Kelchner

John B. Kelchner, SC Bar 13589

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*Attorneys for Respondent American Homes 4 Rent  
Management Holdings, LLC dba American Homes 4  
Rent*