

UNPUBLISHED

**UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT**

No. 22-2160

BRENDA DAWSON BATTLE,

Plaintiff - Appellant,

v.

ATTY CREEL; JUDGE GRIFFIN; JUDGE CURTIS; MARK STUCKEY;
ASHLEY ACKERMAN; JIMMY LOWERY,

Defendants - Appellees.

Appeal from the United States District Court for the District of South Carolina, at
Columbia. Cameron McGowan Currie, Senior District Judge. (3:22-cv-02138-CMC)

Submitted: July 25, 2023

Decided: July 27, 2023

Before WYNN and HEYTENS, Circuit Judges, and FLOYD, Senior Circuit Judge.

Dismissed by unpublished per curiam opinion.

Brenda Dawson Battle, Appellant Pro Se.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Brenda Dawson Battle seeks to appeal the district court's order accepting the magistrate judge's recommendation and dismissing Battle's civil complaint. We dismiss the appeal for lack of jurisdiction because the notice of appeal was not timely filed.

In civil cases, parties have 30 days after the entry of the district court's final judgment or order to note an appeal, Fed. R. App. P. 4(a)(1)(A), unless the district court extends the appeal period under Fed. R. App. P. 4(a)(5) or reopens the appeal period under Fed. R. App. P. 4(a)(6). "[T]he timely filing of a notice of appeal in a civil case is a jurisdictional requirement." *Bowles v. Russell*, 551 U.S. 205, 214 (2007).

The district court entered its order on August 24, 2022. Battle filed the notice of appeal on November 9, 2022. Because Battle failed to file a timely notice of appeal or to obtain an extension or reopening of the appeal period, we dismiss the appeal.*

We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

DISMISSED

* In her informal brief, Battle states that she did not receive notice of the district court's order until October 8, 2022. Battle did not mention that fact in her notice of appeal or ask the district court to reopen the appeal period. We decline to construe Battle's bare notice of appeal as a motion to reopen the appeal period. *See Shah v. Hutto*, 722 F.2d 1167, 1168-69 (4th Cir. 1983) (en banc).

FILED: July 27, 2023

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUITNo. 22-2160, Brenda Battle v. Atty Creel
3:22-cv-02138-CMC

NOTICE OF JUDGMENT

Judgment was entered on this date in accordance with Fed. R. App. P. 36. Please be advised of the following time periods:

PETITION FOR WRIT OF CERTIORARI: The time to file a petition for writ of certiorari runs from the date of entry of the judgment sought to be reviewed, and not from the date of issuance of the mandate. If a petition for rehearing is timely filed in the court of appeals, the time to file the petition for writ of certiorari for all parties runs from the date of the denial of the petition for rehearing or, if the petition for rehearing is granted, the subsequent entry of judgment. See Rule 13 of the Rules of the Supreme Court of the United States; www.supremecourt.gov.

VOUCHERS FOR PAYMENT OF APPOINTED OR ASSIGNED COUNSEL:

Vouchers must be submitted within 60 days of entry of judgment or denial of rehearing, whichever is later. If counsel files a petition for certiorari, the 60-day period runs from filing the certiorari petition. (Loc. R. 46(d)). If payment is being made from CJA funds, counsel should submit the CJA 20 or CJA 30 Voucher through the CJA eVoucher system. In cases not covered by the Criminal Justice Act, counsel should submit the Assigned Counsel Voucher to the clerk's office for payment from the Attorney Admission Fund. An Assigned Counsel Voucher will be sent to counsel shortly after entry of judgment. Forms and instructions are also available on the court's web site, www.ca4.uscourts.gov, or from the clerk's office.

BILL OF COSTS: A party to whom costs are allowable, who desires taxation of costs, shall file a Bill of Costs within 14 calendar days of entry of judgment. (FRAP 39, Loc. R. 39(b)).

PETITION FOR REHEARING AND PETITION FOR REHEARING EN

BANC: A petition for rehearing must be filed within 14 calendar days after entry of judgment, except that in civil cases in which the United States or its officer or agency is a party, the petition must be filed within 45 days after entry of judgment. A petition for rehearing en banc must be filed within the same time limits and in the same document as the petition for rehearing and must be clearly identified in the title. The only grounds for an extension of time to file a petition for rehearing are the death or serious illness of counsel or a family member (or of a party or family member in pro se cases) or an extraordinary circumstance wholly beyond the control of counsel or a party proceeding without counsel.

Each case number to which the petition applies must be listed on the petition and included in the docket entry to identify the cases to which the petition applies. A timely filed petition for rehearing or petition for rehearing en banc stays the mandate and tolls the running of time for filing a petition for writ of certiorari. In consolidated criminal appeals, the filing of a petition for rehearing does not stay the mandate as to co-defendants not joining in the petition for rehearing. In consolidated civil appeals arising from the same civil action, the court's mandate will issue at the same time in all appeals.

A petition for rehearing must contain an introduction stating that, in counsel's judgment, one or more of the following situations exist: (1) a material factual or legal matter was overlooked; (2) a change in the law occurred after submission of the case and was overlooked; (3) the opinion conflicts with a decision of the U.S. Supreme Court, this court, or another court of appeals, and the conflict was not addressed; or (4) the case involves one or more questions of exceptional importance. A petition for rehearing, with or without a petition for rehearing en banc, may not exceed 3900 words if prepared by computer and may not exceed 15 pages if handwritten or prepared on a typewriter. Copies are not required unless requested by the court. (FRAP 35 & 40, Loc. R. 40(c)).

MANDATE: In original proceedings before this court, there is no mandate. Unless the court shortens or extends the time, in all other cases, the mandate issues 7 days after the expiration of the time for filing a petition for rehearing. A timely petition for rehearing, petition for rehearing en banc, or motion to stay the mandate will stay issuance of the mandate. If the petition or motion is denied, the mandate will issue 7 days later. A motion to stay the mandate will ordinarily be denied, unless the motion presents a substantial question or otherwise sets forth good or probable cause for a stay. (FRAP 41, Loc. R. 41).

U.S. COURT OF APPEAL FOR THE FOURTH CIRCUIT BILL OF COSTS FORM
(Civil Cases)

Directions: Under FRAP 39(a), the costs of appeal in a civil action are generally taxed against appellant if a judgment is affirmed or the appeal is dismissed. Costs are generally taxed against appellee if a judgment is reversed. If a judgment is affirmed in part, reversed in part, modified, or vacated, costs are taxed as the court orders. A party who wants costs taxed must, within 14 days after entry of judgment, file an itemized and verified bill of costs, as follows:

- Itemize any fee paid for docketing the appeal. The fee for docketing a case in the court of appeals is \$500 (effective 12/1/2013). The \$5 fee for filing a notice of appeal is recoverable as a cost in the district court.
- Itemize the costs (not to exceed \$.15 per page) for copying the necessary number of formal briefs and appendices. (Effective 10/1/2015, the court requires 1 copy when filed; 3 more copies when tentatively calendared; 0 copies for service unless brief/appendix is sealed.). The court bases the cost award on the page count of the electronic brief/appendix. Costs for briefs filed under an informal briefing order are not recoverable.
- Cite the statutory authority for an award of costs if costs are sought for or against the United States. See 28 U.S.C. § 2412 (limiting costs to civil actions); 28 U.S.C. § 1915(f)(1) (prohibiting award of costs against the United States in cases proceeding without prepayment of fees).

Any objections to the bill of costs must be filed within 14 days of service of the bill of costs. Costs are paid directly to the prevailing party or counsel, not to the clerk's office.

Case Number & Caption: _____

Prevailing Party Requesting Taxation of Costs: _____

Appellate Docketing Fee (prevailing appellants):			Amount Requested: _____			Amount Allowed: _____	
Document	No. of Pages		No. of Copies		Page Cost (≤\$.15)	Total Cost	
	Requested	Allowed (court use only)	Requested	Allowed (court use only)		Requested	Allowed (court use only)
TOTAL BILL OF COSTS:						\$0.00	\$0.00

1. If copying was done commercially, I have attached itemized bills. If copying was done in-house, I certify that my standard billing amount is not less than \$.15 per copy or, if less, I have reduced the amount charged to the lesser rate.
2. If costs are sought for or against the United States, I further certify that 28 U.S.C. § 2412 permits an award of costs.
3. I declare under penalty of perjury that these costs are true and correct and were necessarily incurred in this action.

Signature: _____ **Date:** _____

Certificate of Service

I certify that on this date I served this document as follows:

Signature: _____ **Date:** _____

FILED: July 27, 2023

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 22-2160
(3:22-cv-02138-CMC)

BRENDA DAWSON BATTLE

Plaintiff - Appellant

v.

ATTY CREEL; JUDGE GRIFFIN; JUDGE CURTIS; MARK STUCKEY;
ASHLEY ACKERMAN; JIMMY LOWERY

Defendants - Appellees

J U D G M E N T

In accordance with the decision of this court, this appeal is dismissed.

This judgment shall take effect upon issuance of this court's mandate in
accordance with Fed. R. App. P. 41.

/s/ PATRICIA S. CONNOR, CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Brenda Dawson Battle,)	C/A No. 3:22-2138-CMC-PJG
)	
Plaintiff,)	
)	
v.)	
)	REPORT AND RECOMMENDATION
Atty Creel; Judge Griffin; Judge Curtis; Mark)	
Stuckey; Ashely Ackerman; Jimmy Lowery,)	
)	
Defendants.)	
_____)	

Plaintiff Brenda Dawson Battle, proceeding *pro se*, brings this civil action. This matter is before the court pursuant to 28 U.S.C. § 636(b) and Local Civil Rule 73.02(B)(2) (D.S.C.) for initial review pursuant to 28 U.S.C. § 1915. Having reviewed the Complaint in accordance with applicable law, the court concludes this action should be summarily dismissed without prejudice and issuance and service of process.

I. Factual and Procedural Background

Plaintiff indicates she was illegally evicted from her home because she was under the care of a doctor to treat her rheumatoid arthritis and osteoporosis. Plaintiff claims she was disabled in both her hands and that she was discriminated against based on her race. Plaintiff does not state what relief she seeks or provide any facts about the named defendants.

II. Discussion

A. Standard of Review

Under established local procedure in this judicial district, a careful review has been made of the *pro se* Complaint. The Complaint has been filed pursuant to 28 U.S.C. § 1915, which permits an indigent litigant to commence an action in federal court without prepaying the

administrative costs of proceeding with the lawsuit. This statute allows a district court to dismiss the case upon a finding that the action “is frivolous or malicious,” “fails to state a claim on which relief may be granted,” or “seeks monetary relief against a defendant who is immune from such relief.” 28 U.S.C. § 1915(e)(2)(B).

This court is required to liberally construe *pro se* complaints, which are held to a less stringent standard than those drafted by attorneys. Erickson v. Pardus, 551 U.S. 89, 94 (2007); King v. Rubenstein, 825 F.3d 206, 214 (4th Cir. 2016). Nonetheless, the requirement of liberal construction does not mean that the court can ignore a clear failure in the pleading to allege facts which set forth a claim cognizable in a federal district court. See Weller v. Dep’t of Soc. Servs., 901 F.2d 387 (4th Cir. 1990); see also Ashcroft v. Iqbal, 556 U.S. 662, 684 (2009) (outlining pleading requirements under Rule 8 of the Federal Rules of Civil Procedure for “all civil actions”).

B. Analysis

The instant case is subject to summary dismissal because Plaintiff fails to demonstrate federal jurisdiction over this action. Federal courts are courts of limited jurisdiction, “constrained to exercise only the authority conferred by Article III of the Constitution and affirmatively granted by federal statute.” In re Bulldog Trucking, Inc., 147 F.3d 347, 352 (4th Cir. 1998). Accordingly, a federal court is required, *sua sponte*, to determine if a valid basis for its jurisdiction exists, “and to dismiss the action if no such ground appears.” Id. at 352; see also Fed. R. Civ. P. 12(h)(3) (“If the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action.”). Although the absence of subject matter jurisdiction may be raised at any time during the case, determining jurisdiction at the outset of the litigation is the most efficient procedure. Lovern v. Edwards, 190 F.3d 648, 654 (4th Cir. 1999).

There is no presumption that a federal court has jurisdiction over a case, Pinkley, Inc. v. City of Frederick, 191 F.3d 394, 399 (4th Cir. 1999), and a plaintiff must allege facts essential to show jurisdiction in his pleadings. McNutt v. Gen. Motors Acceptance Corp., 298 U.S. 178, 189 (1936); see also Dracos v. Hellenic Lines, Ltd., 762 F.2d 348, 350 (4th Cir. 1985) (“[P]laintiffs must affirmatively plead the jurisdiction of the federal court.”). To this end, Federal Rule of Civil Procedure 8(a)(1) requires that the complaint provide “a short and plain statement of the grounds for the court’s jurisdiction[.]”

The two most commonly recognized and utilized bases for federal court jurisdiction are (1) “federal question” under 28 U.S.C. § 1331, and (2) “diversity of citizenship” pursuant to 28 U.S.C. § 1332. As discussed below, the allegations contained in Plaintiff’s Complaint do not fall within the scope of either of these forms of this court’s limited jurisdiction.

First, federal question jurisdiction requires the plaintiff to show that the case is one “arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331. Plaintiff’s allegations do not assert that the defendant has violated a federal statute or constitutional provision, nor is any source of federal question jurisdiction otherwise evident from the face of the pleading. Plaintiff mentions “racially motivated” discrimination and that she was disabled, (Compl., ECF No. 1 at 5), but she does not provide any indication that she seeks to raise a claim pursuant to a federal civil rights statute, nor does the Complaint contain any facts or argument that could plausibly be considered an assertion of a federal civil rights claim. See Holloway v. Pagan River Dockside Seafood, Inc., 669 F.3d 448, 452-53 (4th Cir. 2012) (finding that where the alleged federal claim is “so insubstantial, implausible, foreclosed by prior decisions of [the United States Supreme Court], or otherwise completely devoid of merit as not to involve a federal controversy,” subject matter jurisdiction does not exist over that claim) (citing Steel Company v. Citizens for a

Better Environment, 523 U.S. 83, 89 (1998)); Burgess v. Charlottesville Sav. & Loan Ass'n, 477 F.2d 40, 43-44 (4th Cir. 1973) (“[T]he mere assertion in a pleading that the case is one involving the construction or application of the federal laws does not authorize the District Court to entertain the suit[,] nor does federal jurisdiction attach on the bare assertion that a federal right or law has been infringed or violated or that the suit takes its origin in the laws of the United States.”) (internal citations and quotation marks omitted). Therefore, federal question jurisdiction does not exist in this case.

Second, the diversity statute, 28 U.S.C. § 1332(a), requires complete diversity of parties and an amount in controversy in excess of \$75,000. Complete diversity of parties in a case means that no party on one side may be a citizen of the same state as any party on the other side. See Owen Equip. & Erection Co. v. Kroger, 437 U.S. 365, 372-74 nn. 13-16 (1978). In absence of diversity of citizenship, the amount in controversy is irrelevant. Here, Plaintiff provides no indication that the parties in this case are diverse, and the limited information she does provide suggests that all of the parties are citizens and residents of South Carolina. (Compl., ECF No. 1 at 4.) Therefore, diversity of citizenship is not present in this case.

III. Conclusion

There being no apparent basis of federal jurisdiction over this matter, the court recommends that this action be summarily dismissed without prejudice and without issuance and service of process for lack of subject matter jurisdiction.

July 20, 2022
Columbia, South Carolina


Paige J. Gossett
UNITED STATES MAGISTRATE JUDGE

Plaintiff's attention is directed to the important notice on the next page.

Notice of Right to File Objections to Report and Recommendation

The parties are advised that they may file specific written objections to this Report and Recommendation with the District Judge. Objections must specifically identify the portions of the Report and Recommendation to which objections are made and the basis for such objections. “[I]n the absence of a timely filed objection, a district court need not conduct a de novo review, but instead must ‘only satisfy itself that there is no clear error on the face of the record in order to accept the recommendation.’” Diamond v. Colonial Life & Acc. Ins. Co., 416 F.3d 310 (4th Cir. 2005) (quoting Fed. R. Civ. P. 72 advisory committee’s note).

Specific written objections must be filed within fourteen (14) days of the date of service of this Report and Recommendation. 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b); see Fed. R. Civ. P. 6(a), (d). Filing by mail pursuant to Federal Rule of Civil Procedure 5 may be accomplished by mailing objections to:

Robin L. Blume, Clerk
United States District Court
901 Richland Street
Columbia, South Carolina 29201

Failure to timely file specific written objections to this Report and Recommendation will result in waiver of the right to appeal from a judgment of the District Court based upon such Recommendation. 28 U.S.C. § 636(b)(1); Thomas v. Arn, 474 U.S. 140 (1985); Wright v. Collins, 766 F.2d 841 (4th Cir. 1985); United States v. Schronce, 727 F.2d 91 (4th Cir. 1984).

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Brenda Dawson Battle,
Plaintiff,
vs.

Civil Action No. 3:22-cv-2138-CMC

Atty Creel; Judge Griffin; Judge Curtis; Mark
Stuckey; Ashley Ackerman; Jimmy Lowery,
Defendants.

ORDER

This matter is before the court on Plaintiff's Complaint alleging she was illegally evicted from her home. ECF No. 1. Plaintiff claims she was disabled and was discriminated against because of her race. However, she provides no other facts about the dispute or the named defendants.

In accordance with 28 U.S.C. § 636(b) and Local Civil Rule 73.02 (B)(2) (D.S.C.), this matter was referred to United States Magistrate Judge Paige J. Gossett for pre-trial proceedings and a Report and Recommendation ("Report"). On July 20, 2022, the Magistrate Judge issued a Report recommending this matter be summarily dismissed without prejudice and without issuance and service of process due to lack of federal jurisdiction. ECF No. 8. The Magistrate Judge advised Plaintiff of the procedures and requirements for filing objections to the Report and the serious consequences if she failed to do so. Plaintiff filed objections on August 8, 2022. ECF Nos. 11.

The Magistrate Judge makes only a recommendation to this court. The recommendation has no presumptive weight, and the responsibility to make a final determination remains with the court. *See Mathews v. Weber*, 423 U.S. 261 (1976). The court is charged with making a *de novo* determination of any portion of the Report of the Magistrate Judge to which a specific objection is made. The court may accept, reject, or modify, in whole or in part, the recommendation made

by the Magistrate Judge or recommit the matter to the Magistrate Judge with instructions. *See* 28 U.S.C. § 636(b).

The Report recommends Plaintiff's federal claims be dismissed because federal jurisdiction is lacking, as there is not complete diversity and the Complaint does not allege a claim arising under the Constitution or federal statutes. ECF No. 8 at 3-4. Plaintiff has filed objections, arguing she was evicted and filed lawsuits and appeals to no avail. ECF No. 11. She states her claims as "disabled and remission . . . 1st Amendment Freedom of Speech. Plaintiff's lawsuit is base solely on Plaintiff's Remission, the defendants Discrimination and Racially Motivated against Plaintiff's incurable disease osteoarthritis and rheumatoid arthritis." *Id.* at 1 (errors in original). In a sworn statement, she notes "Attorney Creel was wrong for withholding a court ordered affidavit with Plaintiff's name . . . and it was truly wrong for attorney for forfeit" and he also lied under oath to her, his client. *Id.* at 2. She alleges "Judge Griffin was wrong to order Plaintiff to pay rent to courts, illegally evict Plaintiff while full least rent paying to court." She alleges these actions were racially motivated. *Id.* She also appears to allege she was told to move into a new apartment but was denied an inspection and then was allowed to view another apartment instead of the one on which she made a deposit. *Id.* at 4. Finally, she alleges "the Defendants maliciously discriminated against the Plaintiff. The Defendants objective 'get her out' by illegally forcing Plaintiff. The Defendant, Attorney Creel, Judges, Curtis Griffin, even Stuckey knew they were unlawfully evicting Plaintiff successfully the Defendants succeeded in their plan, force out without legally binding proof." *Id.* at 5 (errors in original).

The court agrees with the Magistrate Judge that Plaintiff's filings do not reveal a basis for subject matter jurisdiction over her claims, as the parties are not diverse, and this appears to be an eviction matter. Although Plaintiff references the First Amendment and racial discrimination, as the Magistrate Judge noted, "the mere assertion in a pleading that the case is one involving the construction or application of the federal laws does not authorize the District Court to entertain the suit[,] nor does federal jurisdiction attach on the bare assertion that a federal right or law has been infringed or violated or that the suit takes its origin in the laws of the United States." *Burgess v. Charlottesville Sav. & Loan Ass'n*, 477 F.2d 40, 43-44 (4th Cir. 1973). After *de novo* review of the record of this matter, the applicable law, the Report and Recommendation of the Magistrate Judge, and Plaintiff's objections, the court adopts and incorporates the Report and Recommendation by reference in this Order. Plaintiff's Complaint is dismissed without prejudice and without issuance and service of process.

IT IS SO ORDERED.

s/Cameron McGowan Currie
CAMERON MCGOWAN CURRIE
Senior United States District Judge

Columbia, South Carolina
August 24, 2022

7 October 2021

LAWSUIT EVIDENCE OF ILLEGAL AND UNLAWFUL EVICTION

To the Supreme Court of Columbia South Carolina
1231 Gervais St
Columbia SC 29201

Brenda Dawson Battle
1601 Assembly St
2181
Columbia SC 29202

Sworn this 7th day of October being of sound mind enclose two affidavits exhibit C and F.
HUDSumter Housing Authority
Will show proof that Tenant was illegally and unlawfully evicted from home 05/2021 by
Magistrate and Common Pleas Courts of Sumter South Carolina.
This proof tenant submitted is also proof that will be used to against HUD Sumter Housing
Authority Jennifer Kennedy and Donna Lamer who without authority to past give mail
affidavit (F) without tenants legal signature to said Intermark Mgmt Evergreen Villas
given to Magistrate Court ruling to evicted tenant.

Tenant submitted the affidavits just to show the Supreme Courts why tenant was evicted
and how.

This is a two part lawsuit against HUD Sumter Housing Authority and Intermark Mgmt
Evergreen Villas

The purpose of this Lawsuit against Intermark Mgmt Evergreen Villas, used affidavit (F) to
evict Tenant.

Exhibits (C) (F) is part of another Exhibit (D) affidavit Department of Social Security,
Representative Ms. Medlin who
will be summons to court for her testimony in regards to this stated: Will Write Off SSI As A
MEDICAL EXPENSIVE.

PER STATEMENT BY: Jennifer Kennedy to evicted Tenant 07/23/2020;

This statement which will be requirers my Lawsuit against HUD Sumter Housing Authority
for also illegally cancelling my
section Eight Voucher because I would not sign Affidavit (F) in the event Exhibit (D) is
questionable it will be included.

To the Supreme Courts; I AM NOT A LAWYER COULD NOT FIND A LAWYER TO REPRESENT
MY CASE.

Respectfully,
Brenda Dawson Battle

Brenda Dawson Battle 7 October 2021

*Sworn and subscribed before me
this 7th day of October 2021*

Sarah Cameron

SARAH CAMERON
Notary Public, State of South Carolina
My Commission Expires 12/28/2028

Talk Usage Details

CALL	DATE	TIME	CITY CALLED	NUMBER CALLED	FEATURE	MINUTES	MINUTE CHARGES	OTHER USAGE CHARGES	TOTAL CHARGES
(404) 723-9370 cont'd									
262	07/21/2020	06:11PM	Incoming	(866) 211-7443		1			\$0.00
263	07/22/2020	08:52AM	Columbia, SC	(803) 296-3165		3			\$0.00
264	07/23/2020	09:30AM	Sumter, SC	(803) 773-3398		2			\$0.00
265	07/23/2020	09:59AM	Sumter, SC	(803) 847-8116		1			\$0.00
266	07/23/2020	10:00AM	Incoming	(803) 847-8116		10			\$0.00
→ 267	07/23/2020	10:12AM	Sumter, SC	(803) 774-7319		8			\$0.00
268	07/23/2020	12:20PM	Sumter, SC	(803) 840-7685		5			\$0.00
269	07/23/2020	09:42PM	Tacoma Waver, WA	(253) 954-8559		1			\$0.00
Subtotal for Talk Usage Charges						1,161			\$0.00

Jennifer
Kennedy
+
Brenda
Dawson
Battle
write off SSI
AS MEDICINE
EXPENSE

From: **Brenda Dawson** daws3807@icloud.com
Subject: **Re: JUDGE GRIFFIN RULING**
Date: March 15, 2021 at 10:41 AM
To: Phil Creel philcreel@sclegal.org



Good Morning Atty Creel,
There seem to be a disconnection between Atty - Client.
However, I still need your assistance and I am asking you not to discontinue representing my case...
I have not heard from you in reference to Judge Griffin ruling...
Sincerely,
Brenda Dawson Battle

On Mar 12, 2021, at 1:42 PM, Brenda Dawson <daws3807@icloud.com> wrote:

Good Afternoon Atty Creel,
Would you be so kind as to contact the Clerk in Judge Griffin office and ask about the ruling of my case?
I was told my Attorney has that legal right not I...
Sincerely,
Brenda Dawson Battle

Hello Atty Creel,
I emailed this document showing my initial conversation with Ms. Kennedy.. Informing her of my SSI.. In our Informal Hearing she stated: @I don't have that." and I stated:
"I have mind recorded."

Hello Atty Creel,
Proof of my conversation with Ms. Kennedy date Time minutes:

Phone Records Log: Ms. Kennedy's phone (803) 774-7319 number Date 07/23/2020 Time 10:12am/8minutes.
Per Brenda Dawson Battle, Hello Ms. Kennedy calling to let you know I was awarded my SSI.
Per Ms. Kennedy; How much is it?
Per Brenda Dawson Battle; \$292.00.
(Repeat)How much? \$292.00. Per Ms. Kennedy stated; O' I WRITE OFF AS A MEDICAL EXPENSE...Per Brenda Dawson Battle,
The Doctor diagnosed me with
Osteoarthritis...I have write so much
I thought I had tendinitis.
Per Ms. Kennedy stated; Well, when you receive your SSI Letter I need a copy.
End of Statement...
07/23/2020..
This is not factual Ms. Kennedy statements are truth...WRITE OFF AS A MEDICAL EXPENSE.. Meaning my rent was and is never to
change from \$31.00..
Atty Creel thank you and South Carolina Legalaid for helping me retain my shelter and not evicted... And Mr. lowery know she made
this statement and especially HUD..
Sincerely,
Brenda Dawson Battle

<https://my.consumercellular.com/billing/viewpaststatement?invoiceGroup=171200724>



171200724_1712
00724_..._.PDF

Sent from my iPhone

Form

7th day of October, 2021

(P2)

ILLEGAL EVICTION

STATEMENT: EXHIBIT C AND F

THIS SAID BY ILLEGAL AND UNLAWFUL EVICTED DISABLE TENANT; RENT WAS NEVER LATE AND EACH MONTH RENT PAID, PROOF OF LEASE RENT PAID, COURT 04-2021/05/2021 AND EXHIBIT C EVICTED FROM SAID PROPERTY 101 N. WISE DR. 302 SUMTER SC 29150 RENT PAID TO COURTS.

Evicted Tenant Brenda Dawson Battle and HUD Sumter Housing Authority Jennifer Kennedy's signature legal binding contract to agreement tenant pay \$31.00 monthly.

The Court of Appeals stated they did not have proof; tenant now enter in Exhibit C (see date) effective 11/01/2020.

06/24/2021 Evicted Tenant submitted copies to the Supreme Court Money Orders of past rent paid (and future Lease Rent payments 05/2021-05/2022 \$445.00.) in the amount of \$31.00 to further show proof.

AND F (see date) new evidence to show how Intermark Mgmt Evergreen Villas illegally and unlawful evicted now homeless evicted tenant Brenda Dawson Battle... This affidavit will only enter as the tenants proof to show the Supreme Court exactly how Intermark Mgmt Evergreen Villas stated back rent and the show how without tenants knowledge tenants signature not warrant on this affidavit nor was tenant aware Intermark Mgmt Evergreen Villas hid Exhibit F therefore presented to Judge Griffin and Judge Curtis to evict tenant illegally. Legally Tenants signature was never recoded on the affidavit letterhead and binding contract only Jennifer Kennedys signature which without tenants signature the affidavit should never have been presented to the Magistrate Court of law with out the both issuing signatures on the affidavit. In other words HUD Sumter Housing Authority should have been taken said tenant to court for not agreeing to sign affidavit. Therefore, the land lord did not have that authority nor the judge and to show proof tenant several times ask landlord for a letterhead a binding contract with Intermark Mgmt Evergreen Villas both tenant and landlord signatures agreeing to said bath rent upon these requests no proof was ever recorded or dated by Judge Griffin, Attorney Creel, Stuckey Ackerman or Lowery.

Evicted Tenant now show proof how: Intermark Mgmt Evergreen Villas; Mark Stuckey Ashley Ackerman and Jimmy Lowery, Magistrate Court Judge Griffin and Common Pleas Court Judge Curtis illegally evicted Tenant. Jimmy Lowery was given: A Legal binding contract letterhead from Sumter Housing Authority with the signature of Jennifer Kennedy HCV Senior Specialists. Upon Jimmy Lowery receiving this official form he illegally with malice took this document to Judge Griffin who with malice illegally and unlawfully evicted said tenant without tenant's knowledge or signature on side affidavit.

Legally Illegal:

1.) HUD Sumter Housing Authority Jennifer Kennedy and Donna Lamer illegally past to Intermark Mgmt Evergreen Villas A legal form with only Kennedys signature.

2.) HUD Sumter Housing Authority was not to give Intermark Mgmt Evergreen Villas legal official document incomplete.

3.) The Official Document presented from HUD Sumter Housing Authority became unofficial and illegal once past to Intermark Mgmt Evergreen Villas the nature of this unofficial now illegal form only Kennedys legal signature was recorded on the document.

4.) To further this: It is illegal for a official document binding contract with letterhead which requires all parties signatures officiating an legal binding contract to which all parties agree to the subject matter concerns issues or properties.

5.) Intermark Mgmt Evergreen Villas Mark Stuckey Ashley Ackerman and Jimmy Lowery signatures were not official names of agreement on this binding contract with HUD Sumter Housing Authority Kennedy and Donna Lamer.

6.) This Contract was never to have been past to Intermark Mgmt Evergreen Villas without said tenant's signature in agreement

With said wordings of contract and in agreement with both parties tenant Brenda Dawson Battle and HUD Sumter Housing Authority

Jennifer Kennedy and Donna Lamer.

7.) Intermark Mgmt Evergreen Villas past this unofficial document with out said tenant signature, without landlord signature to Magistrate Court Judge Bryan Griffin who with malice knew that this HUD Sumter Housing Authority document was a unofficial illegal document with out said tenants signature. Tenant first cast was dismiss. This now illegal document was without tenant's knowledge Judge Griffin and Judge Curtis evicted and force tenant from her home and this illegal document was entered the second eviction and the first eviction.

8.) Upon questioning Intermark Mgmt Evergreen Villas to show proof tenant owe back rent, late rent no rent Claus. Intermark Mgmt Evergreen Villas hid this unofficial illegal document from tenant however continued with late rent notices on tenants door. Tenant did ask several times show proof and also ask Attorney Creel to question Intermark Mgmt Evergreen Villas for proof greater than back rent notices alleging Tenant owe to Intermark Mgmt Evergreen Villas. Their proof was this said unofficial

illegal HUD Sumter Housing Authority without tenants land lord signature therefore, Kennedys signature making said official document unofficial and illegal to evicted and did evicted now said evicted tenant Brenda Dawson Battle forcing tenant from her home.

Brenda Dawson Battle

SWORN this day 7th of October, 2021

Brenda Dawson Battle 7, October 2021

Phillip Windsor 10/7/21

PHILLIP WINDSOR

Notary Public, State of South Carolina
My Commission Expires 12/28/2021

Form F-100

Sumter Housing Authority
P.O. Box 1030
Sumter, SC 29151-1030
(803) 775-4357 (803) 778-2315

RE: NOTICE OF RENT ADJUSTMENT/CHANGE
=====

TENANT : Brenda Dawson-Battle
ADDRESS : 101 N. WISE DRIVE # 302
SUMTER, SC 29151

LANDLORD: Evergreen Villas
ADDRESS : 101 N. Wise Drive
Sumter, SC 29150

CLIENT COPY

FOLLOWING A RECENT REEXAMINATION OR INTERIM DETERMINATION OF YOUR INCOME AND FAMILY COMPOSITION, AND IN ACCORDANCE WITH YOUR LEASE AGREEMENT, YOUR RENT WILL BE CHANGED DUE TO THE FOLLOWING CIRCUMSTANCE:

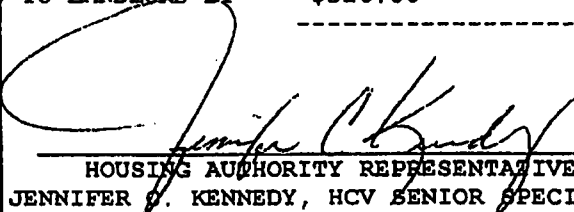
☐ REGULAR REEXAMINATION
☒ INTERIM REEXAMINATION
☐ LOSS OR RECOVERY OF INCOME
☐ ADDITION OR DELETION OF FAMILY MEMBER (S) TO/FROM LEASE
☐ REVISED UTILITY ALLOWANCE
☐ MISREPRESENTATION OF FACTS
=====

EFFECTIVE DATE 10/1/2020

RENT PAID DIRECTLY TO LANDLORD BY TENANT \$119.00

UTILITY REIMBURSEMENT PAID DIRECTLY TO
TENANT BY HOUSING AUTHORITY: \$0.00

HOUSING ASSISTANCE PAID TO LANDLORD BY
HOUSING AUTHORITY: \$326.00


HOUSING AUTHORITY REPRESENTATIVE
JENNIFER C. KENNEDY, HCV SENIOR SPECIALISTS

Form F

8/26/2020
8 38:08AM

Sumter Housing Authority Tenant Calculations

Authority
Page 1

Tenant Name Dawson-Battle, Brenda
Voucher Number V-6163

Total Income	9,636.00
Less:	
Elderly/Disabled Family	400.00
Child Care	0.00
Dependent Allowance (Minors, Fulltime Students, Disabled) - 0 @ 480.00	0.00
Medical Expense	0.00
Disability Expense	0.00
Medical/Disability Allowance	0.00
Permissible Deduction	0.00
Other	0.00
Total Deductions	400.00
Income for Rent	9,236.00

Income Sources		
Member	Description	Amount
1	WELLS FARGO	0.00
1	Social Security	6,132.00
1	Food Stamps	2,328.00
1	Bank of America	0.00
1	SSI	3,504.00

CLIENT COPY

* Part or all income is excluded from calculations.

Voucher Calculation

Payment Standard	705.00
Rent to Owner	445.00
Utility Allowance	112.00
Gross Rent	557.00
Lower of Above	557.00
TTP	231.00
Total HAP	326.00
Total Family Share	231.00
HAP to Owner	326.00
Family Rent	119.00
Utility Reimbursement	0.00

Signature: _____ ✓

Date: _____ ✓

SHA Official: *Jennifer C. Kennedy*

Actual Tenant's Rent	119.00
Actual Reimbursement	0.00
Rent Effective Date	10/01/2020

HAP Amount	326.00
Operator Initials	JK
Retroactive Date	

Sumter Housing Authority
P.O. Box 1030
Sumter, SC 29151-1030
(803) 775-4357 (803) 778-2315

RE: NOTICE OF RENT ADJUSTMENT/CHANGE

TENANT : Brenda Dawson-Battle
ADDRESS : 101 N. WISE DRIVE # 302
SUMTER, SC 29151

LANDLORD: Evergreen Villas
ADDRESS : 101 N. Wise Drive
Sumter, SC 29150

CLIENT COPY

FOLLOWING A RECENT REEXAMINATION OR INTERIM DETERMINATION OF YOUR INCOME AND FAMILY COMPOSITION, AND IN ACCORDANCE WITH YOUR LEASE AGREEMENT, YOUR RENT WILL BE CHANGED DUE TO THE FOLLOWING CIRCUMSTANCE:

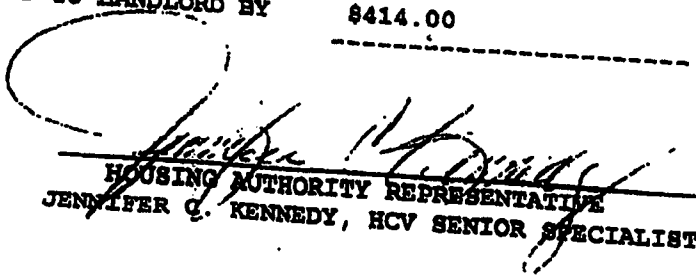
☐ REGULAR REEXAMINATION
☐ INTERIM REEXAMINATION
☒ LOSS OF INCOME
☐ ADDITION OR DELETION OF FAMILY MEMBER (S) TO/FROM LEASE
☐ REVISED UTILITY ALLOWANCE
☐ MISREPRESENTATION OF FACTS

EFFECTIVE DATE 11/1/2020

RENT PAID DIRECTLY TO LANDLORD BY TENANT \$31.00

UTILITY REIMBURSEMENT PAID DIRECTLY TO
TENANT BY HOUSING AUTHORITY: \$0.00

HOUSING ASSISTANCE PAID TO LANDLORD BY
HOUSING AUTHORITY: \$414.00


 HOUSING AUTHORITY REPRESENTATIVE
 JENNIFER C. KENNEDY, HCV SENIOR SPECIALISTS

Sumter Housing Authority
Tenant Calculations

Tenant Name **Dawson-Battle, Brenda**
Voucher Number **V-6163**

Total Income	6,132.00
Less:	
Elderly/Disabled Family.	400.00
Child Care	0.00
Dependent Allowance (Minors, Fulltime Students, Disabled) - 0 @ 480.00	0.00
Medical Expense	0.00
Disability Expense	0.00
Medical/Disability Allowance	0.00
Permissible Deduction	0.00
Other	0.00
Total Deductions	400.00
Income for Rent	5,732.00

Income Sources		
Member	Description	Amount
1	WELLS FARGO	0.00
1	Social Security	6,132.00
1	Food Stamps	1,692.00
1	Bank of America	0.00

** Part or all income is excluded from calculations.*

Voucher Calculation	
Payment Standard	705.00
Rent to Owner	445.00
Utility Allowance	112.00
Gross Rent	557.00
Lower of Above	557.00
TTP	143.00
Total HAP	414.00
Total Family Share	143.00
HAP to Owner	414.00
Family Rent	31.00
Utility Reimbursement	0.00

Signature: *[Signature]* ✓
 Date: 05/10/2020 ✓
 SHA Official: *[Signature]*

Actual Tenant's Rent	31.00	HAP Amount	414.00
Actual Reimbursement	0.00	Operator Initials	JK
Rent Effective Date	11/01/2020	Retroactive Date	
Transaction Type	3		

7th day of October, 2021

LAWSUIT
NOW EVICTED TENANT RIGHTS:

Sworned this 7th day of October, 2021. It has come to my attention gossip, stating the Supreme Court has the rights to award said homeless evicted tenant to return her home. If tenant may answer this alleged gossip with out prejudice.

Tenant was never welcome to Evergreen Villas east and point. November 2018 Tenant received a call from Ashley Ackerman regarded move in calls. Ackerman, stated for tenant to go to this location and fill out an application for housing. At this time tenant was out of the state of South Carolina, accompany my bother who was scheduled for brain tumor surgery in Zion, ILL.
Prospective Tenant filled out application and the intaker ask if tenant would like to put Fifty Dollar hold on one of the units
Tenant reply Yes. Tenant specifically stated to her the unit my fifty was to hold: Third floor Right Side "End Unit" and gave her Fifty Dollars.
The intaker stated: call back to speak with Ryan and let him know also. Tenant called and stated to Ryan my Fifty Dollars is for Third Floor Right Side "End Unit." He said okay.

In April 2019 I received from HUD Sumter Housing Authority, Jennifer Kennedy stating: inspection letter date time to meet HUD Sumter Housing Authority Inspector. On that day Tenant arrived early to wait for this Inspector. While waiting inside the lobby at Evergreen Villas Jimmy Lowery was assisting new tenants and for what purpose he excused him self from the prospective tenants who were in his office came into the lobby where tenant and several others were sitting and ask tenant why was tenant there. Tenant stated to him tenant received an inspection letter from HUD Sumter Housing Authority Jennifer Kennedy to meet the Inspector to inspect my apartment before move in. Jimmy Lowery became very aggressive in speech, telling tenant, "You don't need to be here for that." And tenant, "stated to him, I have a certified inspection letter stating that tenant need to be here, tenant need to inspect with the inspector to see if every this is workable if any thing will need to be repaired. Jimmy Lowery continued loudly speaking over tenant telling tenant to leave, like right now leave insisting tenant did not have any authority to be there and truth be told tenant that because HUD Sumter Housing Authority gave tenant that right to be there
And Jimmy Lowery took that right from tenant. He walked over to the front entrance of the lobby open the doors and told tenant to needed to leave that tenant did not need to be there to inspect with the HUD Sumter Housing Inspector. Tenant was completely floored by his behavior, unprofessional attitude. Once side Tenant contacted HUD Sumter Housing Authority spoke with Jennifer Kennedy stated to her what had taken place with tenant and Jimmy Lowery how he chased tenant off the property Evergreen Villas. Jennifer Kennedy stated to tenant: I will speak with him.

May 20, 2020 Tenant move in: Sign lease given keys to the third floor end unit to which tenant paid a Fifty Dollar hold.
Jimmy and Tenant went up stairs open the door, tenant was in wrong unit stated to Jimmy,
"This is my end unit" tenant walk next door open the end unit door and Jimmy enter after. Tenant turned to him, "Jimmy this is my unit."
Tenant put a fifty dollar hold on this end unit". He stated, "No Ms. Battle this is not your unit, tenant stated to him, "No this is the end unit tenant requested to the Entaker, Ryan and you. He stated, sorry, I will speak with Ashley to see if we can move you. Tenant was so upset. The next morning Jimmy, Ashley (over the phone) and Ryan attack tenant stating, "We are not going to move you."
"First come first serve. Tenant was stated by Jimmy Ashley and Ryan, 'if you don't like the apartment you are in you can move out'. Tenant stated to them they lied and violated tenant's rights and they all knew even HUD Stuckey Jennifer and Donna and this was the main reason Jimmy would not allow me to inspect the third floor end unit April 2019 with the Inspector from HUD Sumter Housing Authority.
Eventually, Tenant spoke with the Tenant ask if she put a 50.00 hold on end unit tenant stated NO!

June 2019 Tenant contacted Legal Services requesting an. Attorney Creel took my case, Evergreen Villas for false practices and tenants rights were violate. 11/2018 First ask Tenant if Tenant would like to put hold money on a specific unit, 04/2019 Tenants disrespected and chase off Intermark Mgmt Evergreen Villas property by Jimmy Lowery would not allow Tenant the right to inspect tenants end unit and place tenant in wrong unit. Attorney Creel and tenant began to worked together but to no good he became uninterested and negative influence regardless truth and start fault findings against Tenant like: "Tenant didn't have enough money to live in unit." Well Intermark mgmt Evergreen Villas did not state that Claus while they were attacking me and after Attorney Creel didn't want to pursue my case he ended my case.

To the Supreme Court, no disrespect tenants have rights though taken by Intermark Mgmt Evergreen Villas this too is warrant. Jimmy Lowery have not as of October 6, 2021 mailed my Security Deposit nor has he with regards to, as he stated he would 06/2021 mailed a letter stating why. Several contacts were made to 07/21 Intermark Mgmt 08/2021 Lori Tanner and 08/2021 Pam Ott did return tenants call tenant still have not received Security Deposit or letter statement as to why.
Therefore, tenant was illegally evicted from home by the parties name in this lawsuit (except Attorney Creel withholding a legal binding affidavit from Magistrate Court. Lied stated he never received.
Karen Clerk of Court stated 05/2021 Attorney Creel lied she emailed affidavit to him 03/29/2021.) Tenants eviction came months after successfully evicting Tenant repeatedly and Jimmy Lowery should have paid Tenant Five Hundred Dollars security Deposit. This statement tenant make is to the Supreme Court tenant chose not to return to Intermark Mgmt Evergreen Villas property to live a place where tenants rights were truly violated.

Brenda Dawson Battle

SWORN This 7th day of October, 2021

Brenda Dawson Battle 7 October 2021

Phillips Windsor 10/7/21

PHILLIP WINDSOR

Notary Public, State of South Carolina
Commission Expires 12/28/2026

07169

15

DOLLARS

2

1846

A-1152
T-4161

07170

35

DOLLARS

100

A-1152
T-4161



RECEIPT No. 5677

DATE 12/1/18

FROM Pine Kn Tower, 2477 \$ 52

514 DOLLARS

☐ FOR RENT

☐ FOR rent for 1000 sq ft

ACCT.	<input type="radio"/> CASH	FROM <u>110050000</u> TO <u></u>
PAID <u>17</u>	<input type="radio"/> CHECK	
	<input checked="" type="radio"/> MONEY ORDER	
DUE	<input type="radio"/> CREDIT CARD	

BY John

A-1152
T-4161

02172

100

DOLLARS

A-1152
T-4161