

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

OPPORTUNITIES AFFORDED PLUS  
LLC,

Plaintiff,

v.

TRACEY TURNER, a Washington D.C.  
resident, and TURNER DEVELOPMENT  
LLC, a Washington D.C. limited liability  
corporation

Defendants.

No.: \_\_\_\_\_

**COMPLAINT FOR DAMAGES AND OTHER RELIEF**

COMES NOW Plaintiff Opportunities Afforded Plus LLC (“OA”), through counsel, files its complaint for damages and other relief (the “Complaint”) against Defendants Tracey Turner (“Tracey”) and Turner Development LLC (“Turner Development”) (collectively “Defendants”), and hereby states as follows:

**SUBSTANCE OF THE ACTION**

OA is suing Defendants for conduct arising from Turner Development’s breach of an underlying agreement after OA provided Turner Development the key funding it needed to purchase 195.3 acres of property located at 1001 Old Aiken Rd. North Augusta, South Carolina 29841 (the “Property”). In exchange for providing Turner Development with \$100,000.00 to aid in securing the Property, Turner Development, through its sole owner Tracey Turner, was obligated to pay OA \$100,000.00 on August 1, 2021 and \$50,000 on March 1, 2022. To date, Turner Development has made no payments on the outstanding obligation. On information and belief, TDI and Tracey are holding hostage the payments owed to OA in hopes of securing better deals and more funding from future business dealings associated with the Property. On further

information and belief, since the agreement between the OA and Turner Development was never secured by the Property at the time of purchase, Turner Development and Tracey have intentionally hidden this information from potential investors in an effort to obtain funding for developments to the Property with no intention to fulfill the other outstanding contractual obligations. OA now seeks to recover the payments owed to it and to remedy Tracey and Turner Development's deceptive conduct.

### **PARTIES**

1. Opportunities Afforded Plus LLC is a limited liability company with four (4) members who reside in the state of Georgia and maintain a principal place of business in Atlanta, Georgia.

2. Turner Development LLC is a sole-membership limited liability company with its principal place of business at 2901 North Capital Street, NE Washington, DC 20002. Turner Development's sole member resides in Washington D.C.

3. Tracy Turner is an individual currently residing in Washington D.C.

### **JURISDICTION AND VENUE**

4. This Court has federal diversity jurisdiction pursuant to 28 U.S. Code § 1332. Both Tracey and the members of Turner Development are citizens of the District of Columbia. The members of OA are all Georgia citizens. The amount in controversy exceeds \$75,000.

5. This Court also has subject matter jurisdiction over the related South Carolina state law claims pursuant to 28 U.S.C. §§ 1338 and 1367.

6. This Court has personal jurisdiction over Defendants because they have extensive contacts with and regularly conduct business within the District of Columbia and this judicial district; Turner Development was incorporated in this judicial district; Tracey is a resident of this

judicial district; and Defendants have caused their products and/or services to be advertised, promoted, and sold in this judicial district.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because Defendants have extensive contacts with and regularly conduct business within the District of Columbia and this judicial district; Turner Development was incorporated in this judicial district; Tracey is a resident of this judicial district; and Defendants have caused their products and/or services to be advertised, promoted, and sold in this judicial district.

### **FACTUAL BACKGROUND**

8. In January of 2021, Tracey contacted members of OA to discuss a development opportunity on 195.3 acres of property located at 1001 Old Aiken Rd. North Augusta, South Carolina 29841 (the “Property”).

9. Tracey represented to members of OA that the property was valued well over \$1.5 million and that he was acquiring the property at \$1.2 million for instant equity.

10. Tracey represented to members of OA that he did not have \$1.2 million to purchase the Property and would need to borrow the money from investors.

11. Tracey represented to members of OA that he wanted to buy the Property to develop single family homes, apartment homes, retail space, and other multi-use facilities.

12. Tracey represented to members of OA that he needed to buy the property now or else others would try to take the deal out from under him.

13. Tracey represented that purchasing the Property was a “no lose” opportunity because the land would instantly increase in value due to its newly discovered residential zoning status and the various development opportunities that are now present because of the residential zoning.

14. Tracey requested that the members of OA invest \$100,000 or more with Turner Development so that the company could purchase the Property.

15. On February 5, 2021, Turner Development, through Tracey, entered a binding Promissory Note (the “Contract”) with OA. *See* Contract attached as **Exhibit A**.

16. Also on February 5, 2021, Turner Development, through Tracey, entered a binding Addendum to Promissory Note (the “Addendum”) with OA. *See* Addendum attached as **Exhibit B**.

17. The Contract detailed OA’s principal payment to Turner Development in the amount of \$100,000 (the “Principal Payment”).

18. In exchange for the Principal Payment, Turner Development agreed to repay \$100,000 to OA on or before August 1, 2021 (the “Principal Maturity Date”).

19. As bargained for consideration for the Principal Payment, Turner Development further agreed to make an additional payment in the amount of \$50,000 to OA (the “Contract Payment”) on or before March 1, 2022 (the “Contract Maturity Date”).

20. Tracey represented that he would make sure OA received both the Principal and Contract Payments.

21. Tracey represented that if he had to, he would personally pay the Principal and Contract Payments to ensure on time payment.

22. Tracey further represented that in the worst-case scenario, Tracey would sell the Property at a profit to ensure that OA received both the Principal and Contract Payments.

23. Tracey knew that he could not purchase the Property without additional funding from OA and other investors.

24. Upon information and belief, Tracey also obtained funding from another investor doing business in Florida (the “Florida Investor”).

25. Upon information and belief, Tracey was obligated to disclose the Contract to the Florida Investor.

26. Upon information and belief, Tracey never informed the Florida Investor about the Contract.

27. Tracey repeatedly informed members of OA that Tracey would pay them the money that was due.

28. Turner Development failed to pay the Principal Payment by the Principal Maturity Date.

29. Turner Development also failed to pay the Contract Payment by the Contract Maturity Date.

30. After Tracey failed to pay the Principal Payment by the Principal Maturity Date, Tracey verbally promised to pay the Principal Payment by December 1, 2021.

31. Neither Tracey nor Turner Development paid the Principal Payment by December 1, 2021.

32. After Tracey failed to pay the Principal Payment by December 1, 2021, OA informed Defendants of their failure to abide by the terms of the Contract.

33. Tracey then verbally promised to pay the Principal Payment by January 31, 2022.

34. Neither Tracey nor Turner Development paid the Principal Payment by January 31, 2022.

35. After Tracey failed to pay the Principal Payment by January 31, 2022, OA informed Defendants of their failure to abide by the terms of the Contract.

36. Tracey then verbally, and via text messages, made promises to pay the Principal Payment by February 28, 2022.

37. Neither Tracey nor Turner Development paid the Principal Payment by February 28, 2022.

38. After Tracey failed to pay the Principal Payment by February 28, 2022, Tracey verbally, and via text messages, made promises to renegotiate an extension on both the Principal and Contract Payments.

39. While the members of OA attempted to negotiate an extension in good faith, Tracey ceased communication with the members of OA.

40. As of the date of this Complaint, Turner Development and Tracey have paid neither the Principal Payment nor the Contract Payment.

41. Upon information and belief, Tracey uses Turner Development as nothing more than an alter-ego to Tracey's personal business dealings and desires.

42. Upon information and belief, Tracey has received numerous market value and better than market value offers to purchase the Property.

43. Upon information and belief, Tracey has received numerous reasonable offers to joint venture to develop the Property.

44. Rather than pursue deals that would make Tracey's investor's whole, Tracey is merely interested in personal gain.

45. Despite having represented that Tracey would make sure OA received timely payments, Tracey turned down multiple offers to sell or develop the land, which would have provided funding to pay the Principal and Contract Payments.

46. After multiple requests, Tracey still refuses to provide proof of funds to repay the Principal and Contract Payments.

47. On information and belief, Tracey and Turner Development have other, undisclosed investors that have yet to be paid the monies owed to them.

48. Tracey and Turner Development have no desire to fulfill the obligations of the Contract.

49. Tracey and Turner Development have no desire to fulfill the obligations of contracts with other undisclosed investors.

50. As a result of Tracey's and Turner Development's conduct, OA has lost (and continues to lose) goodwill, business opportunities related to other real estate development projects, and market interest.

51. OA provided a draft copy of this Complaint to Defendants on or about May 16, 2022, thereby providing additional notice to Defendants of Defendants' breach of contract.

52. Tracey again promised to pay the Principal and Contract Payments by the end of the month.

53. OA then asked for a terms sheet or proof of funds showing that Tracey will have the money to pay the Principal and Contract Payments by the end of the month.

54. Tracey promised that he would provide a terms sheet or proof of funds by end of day on or about May 17, 2022

55. Despite promising to provide a terms sheet or proof of funds, Tracey never provided any such documents.

**COUNT ONE**

**(South Carolina Unfair Trade Practices, S.C. Code Ann. § 39-5-10, *et seq.*)**

56. OA incorporates the allegations contained in paragraphs 1 through 52 as if fully restated herein.

57. Defendants' actions described above and specifically, without limitation, Defendants' refusal to pay the Principal and Contract Payments, Defendants' failure to disclose OA to subsequent investors, Defendants' intentional evasion of members of OA, and Defendants' misrepresentations as to when Defendants would pay the Principal and Contract Payments, constitute unfair or deceptive acts in the conduct of trade or commerce. The Defendants' unfair or deceptive acts have affected the public Contract by deceiving potential investors out of their money with no intentions to repay. OA has suffered monetary loss of business opportunities and subsequent investments through the Defendants' unfair or deceptive acts, all in violation of the laws of the State of South Carolina.

58. By these unfair or deceptive actions, Defendants have engaged in deceptive and unfair trade practices in violation of S.C. Code Ann. § 39-5-10, *et seq.*, and, as a result, OA has suffered and will continue to suffer monetary damage as well as damage to its business, reputation, and goodwill.

59. As a direct and proximate result of Defendants' willful, knowing, and intentional actions, OA has suffered damages in an amount to be determined at trial and OA will continue to suffer irreparable damage.

60. The actions of Defendants described above were and continue to be deliberate and willful, and in bad faith. OA is entitled to recover the costs of this action and attorneys' fees. *See* S.C. Code Ann. § 39-5-140.

**COUNT TWO**  
**(Breach of Contract)**

61. OA incorporates the allegations contained in paragraphs 1 through 57 as if fully restated herein.

62. Defendants entered the enforceable, written Contract.

63. Pursuant to the Contract, Defendants were obligated to pay the Principal and Contract Payments by the corresponding due dates.

64. Defendants have blatantly and willfully breached the Contract by failing to pay the Principal and Contract Payments.

65. Defendants have ignored OA's notice to Defendants of their breach of the Contract and OA's demands for the Principal and Contract Payments.

66. As a result of this breach, OA has been and continues to be damaged in an amount to be proven at trial, including interest, costs, and attorney fees.

**PRAYER FOR RELIEF**

WHEREFORE, Opportunities Afforded Plus LLC respectfully prays for:

67. A judgment in favor of OA on all counts of the Complaint;

68. An order and judgment that Defendants pay the Principal and Contract Payments;

69. Actual damages suffered by OA as a result of Defendants' unlawful conduct;

70. An award of OA's reasonable attorney fees and costs, including pursuant to S.C. Code Ann. § 39-5-140;

71. An award of interest to OA, including pre-judgment and post-judgment interest, on the foregoing sums; and

72. Such other relief as the Court deems just and equitable.

**DEMAND FOR JURY TRIAL**

73. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, OA respectfully requests a trial by jury of all issues properly triable by jury.

Respectfully submitted this 1st day of June, 2022.

*/s/ Kimberly Delk Eason* \_\_\_\_\_  
Kimberly Delk Eason  
(Bar ID. GA0032)  
TROUTMAN PEPPER HAMILTON SANDERS  
LLC  
600 Peachtree St. NE  
Suite 3000  
Atlanta, Georgia 30308  
Phone: (757) 269 – 6977  
Email: [kimberly.eason@troutman.com](mailto:kimberly.eason@troutman.com)

*Attorney for Opportunities Afforded Plus LLC*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

OPPORTUNITIES AFFORDED PLUS  
LLC,

Plaintiff,

v.

TRACEY TURNER, a Washington D.C.  
resident, and TURNER DEVELOPMENT  
LLC, a Washington D.C. limited liability  
corporation

Defendant.

No.: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

This is to certify that I have on this day served the foregoing COMPLAINT FOR DAMAGES AND OTHER RELIEF on Defendants TRACEY TURNER, a Washington D.C. resident, and TURNER DEVELOPMENT LLC, a Washington D.C. limited liability corporation, at the following address of record:

2901 North Capital Street, NE  
Washington, DC 20002

Respectfully submitted this 1<sup>st</sup> day of June, 2022.

*/s/ Kimberly Delk Eason* \_\_\_\_\_

Kimberly Delk Eason  
(Bar ID. GA0032)

# **EXHIBIT A**

## PROMISSORY NOTE

\$100,000

February 5, 2021

FOR VALUE RECEIVED, the undersigned, **TURNER DEVELOPMENT LLC**, a Washington, D.C. limited liability company (“Borrower”), promises to pay to the order of **OPPORTUNITIES AFFORDED PLUS LLC** (“Lender”), the principal sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS, together with interest thereon at the rate or rates per annum designated.

Section 1. Repayment Terms. Borrower shall pay this Note as follows: (i) Borrower shall make one lump sum principal-only payment of \$100,000.00, which is due and payable in full on August 1, 2021 (the “Principal Maturity Date”); and (ii) Borrower shall make one lump sum interest payment in the fixed sum of \$50,000.00, which is due and payable in full on March 1, 2022 (“Interest Maturity Date”). Notwithstanding the above, in lieu of receiving the fixed sum interest payment of \$50,000.00 in Section 1 (ii) above, Lender may elect to exercise its rights in accordance with the terms of the Addendum to this Promissory Note (“Addendum”) attached hereto and hereby incorporated herein and made a part hereof. If this Note is not paid in accordance with this Section, then Borrower shall be in default of this Note.

Section 2. Prepayment. Borrower, at its option, may prepay this Note in whole or in part at any time and from time to time, and without any premium or penalty therefore, the principal amount hereof then remaining unpaid.

Section 3. Governing Law; Changes. The Note may not be changed orally and shall be governed and construed in accordance with the laws of the State of South Carolina without regard to principles of conflict of laws.

Section 4. Payments Not to Violate Law. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note or portion thereof shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Nothing herein contained nor any transaction related thereto shall be construed or so operate as to require Borrower to pay interest at a rate greater than it is now lawful in such case to contract for under applicable law, or to make any payment or late charges or to do any act contrary to applicable law, and Lender shall reimburse Borrower for any interest or late charges paid in excess of the highest rate allowed by applicable law or any other payment which may inadvertently be required by Lender to be paid contrary to applicable law; and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Note or its Related Agreements, in whole or in part, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Note and the Related Agreements shall remain operative and in full force and effect.

Section 5. Miscellaneous. Borrower and all endorsers, sureties, and guarantors, if any, hereby waive presentment for payment, demand, protest, notice of nonpayment or dishonor and of protest, and any and all other notices and demands whatsoever, and agree to remain bound under this note until the principal and interest are paid in full, notwithstanding any extensions of time for payment which may be granted even though the period or periods of extension be indefinite and notwithstanding any inaction by, or failure to assert any legal rights, available to Lender. Borrower acknowledges that Lender may reproduce (by electronic means or otherwise) any of the documents evidencing and/or securing this Note and/or securing this Note and thereafter may destroy the original documents. Borrower does hereby agree that any



# **EXHIBIT B**

## **EXHIBIT A**

### **ADDENDUM TO PROMISSORY NOTE**

February 5, 2021

THIS ADDENDUM TO PROMISSORY NOTE (this “Addendum”) is executed effective as of the 5th day of February, 2021 by the undersigned, **TURNER DEVELOPMENT LLC**, a Washington, D.C. limited liability company (“Borrower”), promises to pay to the order of **OPPORTUNITIES AFFORDED PLUS LLC** (“Lender”).

### **RECITALS**

WHEREAS, pursuant to a Promissory Note executed simultaneously herewith (the “Original Note”), to which this Addendum is hereby attached as Exhibit A, Borrower promised to pay Lender as follows: (i) one lump sum principal-only payment of \$100,000.00, which is due and payable in full on August 1, 2021 (the “Principal Maturity Date”); and (ii) one lump sum interest payment in the fixed sum of \$50,000.00, which is due and payable in full on March 1, 2022 (“Interest Maturity Date”);

WHEREAS, Borrower is using the money from this Note to help fund the purchase of a 175.3 acre property in North Augusta, SC (the “Property”), which Property Borrower plans to develop into a residential subdivision called Weeping Willows (the, “Willow Subdivision”), a preliminary site plan of which is attached hereto as Exhibit A-1;

WHEREAS, in lieu of receiving the lump sum interest payment of \$50,000.00 on the Interest Maturity Date, Borrower hereby gives Lender the option of receiving a lot within the Willow Subdivision in accordance with the terms of this Addendum;

NOW, THEREFORE, in consideration of the covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Addendum and made a part hereof.

2. Willow Subdivision. Borrower is purchasing the Property and will serve as owner and developer of the Willow Subdivision on the Property. A preliminary site plan of the Willow Subdivision is attached hereto as Exhibit A-1, although the parties acknowledge that the final subdivision plans for the Property may vary from the preliminary plans.

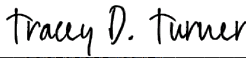
3. Exchange of Interest Payment for Lot. Borrower agrees that in lieu of receiving the above referenced \$50,000.00 interest payment under the Note, Lender may elect to receive the rights to a lot within Phase I of the Willow Subdivision upon a mutual agreement between the parties as to the location of the Lot and timing of the sale. This option is conditioned upon the mutual agreement of the parties as to the location of the lot and the timing of the conveyance, but does not obligate Borrower to convey a particular lot to Lender, nor does it obligate Borrower to complete the Subdivision by a date certain. Current plans call for Phase I of the Willow Subdivision to be completed on March 1, 2022, but Borrower makes no representations as to the completion date. If Lender exercises this option to receive a mutually agreed upon lot in exchange for its rights to a \$50,000 payment on the Interest Maturity Date, then the parties shall execute a separate purchase on or before the Interest Maturity Date that identifies the lot and the closing date and that terminates Borrower’s obligation to pay the \$50,000 interest

payment under the Note. If for any reason the Willow Subdivision is not completed or the parties cannot agree on a particular lot, then Lender’s sole right hereunder shall be to receive the \$50,000.00 interest payment identified in Section 1(ii) of the Note and upon such payment, the Note shall be cancelled and neither party shall have any further rights or obligations under this Addendum.

4. Other Terms. All other terms, covenants and agreements set forth in the Original Note shall continue in full force and effect and shall apply to any new sums advanced and memorialized hereunder, except as otherwise provided in this Addendum. Any capitalized terms used in this Addendum that are not defined herein shall have the same meaning ascribed to them therein.

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed under seal as of the day and year first above written.

BORROWER:

DocuSigned by:  
  
6CCF95C5D1294E1...  
**TURNER DEVELOPMENT LLC**  
**Tracey D. Turner, Principal**

LENDER:

DocuSigned by:  
  
84F877A47ADE47B...  
**OPPORTUNITIES AFFORDED PLUS LLC**  
**Kimberly Delk Eason, Esq., General Counsel**

**EXHIBIT A-1**

# Weeping Willows Traditional Neighborhood Development



Turner Development LLC

4829-4285-5131, v. 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

OPPORTUNITIES AFFORDED PLUS  
LLC,

Plaintiff,

v.

TRACEY TURNER, a Washington D.C.  
resident, and TURNER DEVELOPMENT  
LLC, a Washington D.C. limited liability  
corporation

Defendant.

No.: \_\_\_\_\_

**CERTIFICATE RULE LCVR 26.1**

I, the undersigned, counsel of record for Opportunities Afforded Plus LLC certify that to the best of my knowledge and belief, there are no parent companies or affiliates of Opportunities Afforded LLC which have any outstanding securities in the hands of the public. These representations are made in order that judges of this court may determine the need for recusal.

Respectfully submitted this 1<sup>st</sup> day of June, 2022.

*/s/ Kimberly Delk Eason* \_\_\_\_\_

Kimberly Delk Eason

(Bar ID. GA0032)

TROUTMAN PEPPER HAMILTON SANDERS  
LLC

600 Peachtree St. NE, Suite 3000

Atlanta, Georgia 30308

Phone: (757) 269 – 6977

Email: [kimberly.eason@troutman.com](mailto:kimberly.eason@troutman.com)

*Attorney for Opportunities Afforded Plus LLC*



<input type="radio"/> <b>G. Habeas Corpus/ 2255</b>  <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> <b>H. Employment Discrimination</b>  <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation)  *(If pro se, select this deck)*	<input type="radio"/> <b>I. FOIA/Privacy Act</b>  <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act)  *(If pro se, select this deck)*	<input type="radio"/> <b>J. Student Loan</b>  <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> <b>K. Labor/ERISA (non-employment)</b>  <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> <b>L. Other Civil Rights (non-employment)</b>  <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> <b>M. Contract</b>  <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran’s Benefits <input type="checkbox"/> 160 Stockholder’s Suits <input checked="" type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> <b>N. Three-Judge Court</b>  <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

**V. ORIGIN**  
 1 Original Proceeding  
  2 Removed from State Court  
  3 Remanded from Appellate Court  
  4 Reinstated or Reopened  
  5 Transferred from another district (specify)  
  6 Multi-district Litigation  
  7 Appeal to District Judge from Mag. Judge  
  8 Multi-district Litigation – Direct File

**VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)**  
 S.C. Code Ann. § 39-5-10 for unfair business practices and Breach of Contract

**VII. REQUESTED IN COMPLAINT**     
  CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23     
 DEMAND \$ 150,000     
 JURY DEMAND: YES  NO      
 Check YES only if demanded in complaint

**VIII. RELATED CASE(S) IF ANY**     
 (See instruction)     
 YES  NO      
 If yes, please complete related case form

DATE: June 1, 2022     
 SIGNATURE OF ATTORNEY OF RECORD Kimberly Delk Eason

**INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44**  
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil coversheet. These tips coincide with the Roman Numerals on the cover sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII. RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk’s Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: