

# SENATE ETHICS COMMITTEE



## COMPLAINT FORM

P.O. Box 142, Columbia, S.C. 29202

### Complainant:

### Respondent:

Name: SHLEDER E PRESSLEY

Name: KARL B ALLEN

Address: PO BOX 26991  
GREENVILLE SC 29616

Address: 108 LAVINIA AVE  
GREENVILLE SC 29601

Telephone Number 864 349-1544

Title: ATTORNEY - 864-235-9049

Carefully read the "Notice" below, complete both sides of the form, have your signature notarized, and mail to the Senate Ethics Committee.

### NOTICE

1. Senate Rule 44(B) states:

All papers, documents, complaints, charges, requests for advisory opinions, and any other material required to be filed with or received by the committee shall be strictly confidential prior to a finding of probable cause, or waiver of confidentiality by the respondent. No persons involved with a complaint before the committee, including complainant, respondent, counsel, counsel's secretaries, committee members and staff, and investigators shall mention the existence of any such proceeding nor disclose any information pertaining thereto, unless otherwise permitted by the Rules. Disclosure of confidential information must be punished in a manner provided by the Ethics, Government Accountability, and Campaign Reform Act. If the Senate Ethics Committee finds that a person has violated the provisions of this item, it must report the findings to the Attorney General.

2. S.C. Code Ann. § 8-13-540(1) requires that a copy of a complaint filed with the Committee be promptly sent to the person alleged to have committed the violation.
3. S.C. Code Ann. § 8-13-540(1) states:

If the ethics committee finds that the complaining party wilfully filed a groundless complaint, the finding must be reported to the appropriate law enforcement authorities. The wilful filing of a groundless complaint is a misdemeanor and, upon conviction, a person must be fined not more than one thousand dollars or imprisoned not more than one year. In lieu of the criminal penalty provided by this subsection, a civil penalty of not more than one

thousand dollars may be assessed against the complainant upon proof, by a preponderance of the evidence, that the filing of the complaint was wilful and without just cause or with malice.

4. S.C. Code Ann. § 8-13-1520 states: “[e]xcept as otherwise specifically provided in this chapter, a person who violates any provision of this chapter is guilty of a misdemeanor and, upon conviction, must be fined not more than five thousand dollars or be imprisoned for not more than one year, or both.”

Use this form to describe your complaint in detail. Attach additional pages if more space is needed. Be sure to have any attachments and additional pages duly notarized.

State of South Carolina

COUNTY OF Greenville

Personally appeared before me Shielder E Pressley who, first being duly sworn, says that he/she has read and knows the contents of the above complaint and that the allegations contained therein are true and correct to the best of his/her own knowledge, except for those matters therein based upon information and belief, and as to those, he/she believes them to be true.

Sworn to and subscribed before me this 26<sup>th</sup> day of August, 2015

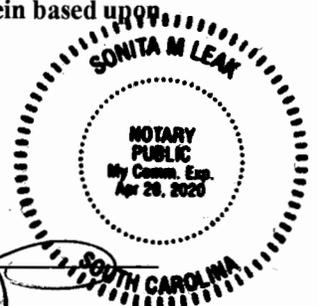


Notary Public for South Carolina

My Commission expires: 4/28/2020



Complainant's Signature



Shielder Pressley – PO Box 26991 – Greenville SC 29616

26 August 2015

## COMPLAINT FORM

**P.O. Box 142, Columbia, S.C. 29202**

COMPLAINT AGAINST – KARL ALLEN – Greenville County Master Equity Case 2012-CP-23-0386

***If nothing else this is a violation of Ethics not to mention Mortgage Fraud and Conspiracy to Commit Mortgage fraud and Theft By Deception***

***Doesn't reside full-time in his Senate district***

Senator Karl Allen resided at the house located at 100 Georgianna Lane, Greenville SC prior to it going into foreclosure in 2009-2010. The property was allowed to go into foreclosure and Karl Allen conspired with Ennis Fant, real estate agent and Sarah Fant (Unlimited Dimension the people who were foreclosed on by Fannie Mae and Karl Allen and his friends that were living in the house during 2009-2010). They conspired together to let the property go into foreclosure and Mrs. Sarah Fant purchased the home out of foreclosure supposedly to give it to a company called the "A" Group which was Karl Allen and his brother Roger Allen and was supposed to be with Ennis Fant as per Karl Allen 5/19/2012 recorded deposition. Karl Allen is guilty of Mortgage Fraud, Conspiracy to commit Mortgage Fraud and Mrs. Sarah Fant and her son are guilty of Theft By Deception. Sarah Fant purchased house from Fannie Mae for approximately \$187K and subsequently the house was put in name of Sarah Fant which is why Karl Allen is trying to foreclose on her since 2011 and has not been successful to-date.

Under oath in October 2014 during the foreclosure case of 2012-CP-23-0386 (transcripts available) Karl Allen stated he didn't remember how or what his agreement was with the Fants but his deposition recorded on 5/19/2012 which follows clearly stated he worked with the Fants ***to purchase the house from Fannie Mae which a person or company or family member is not allowed to purchase a home they previous owned from foreclosure for profit.*** (At which time Karl Allen and his friends had been occupying the house without paying) allowed property to go into foreclosure only to in turn purchase it back at a lower price.

See deposition dated 5/19/2012 regarding the "A Group" and Mrs. Sarah Fant - as Mr. Ennis Fant has stated under oath many times that Mr. Karl Allen was living in the property at the time of foreclosure and either Karl Allen was lying on his recorded deposition on 5/19/2012 or he lied under oath in October of 2014.

Karl Allen has since 2011 tried to get money from Sarah Fant and now evicting the person (Shielder Pressley) that is living in the home that has as Contract for Deed with Mrs Sarah Fant that has not been invalidated the Contract for Deed trying to call payments of \$1400 rent versus purchase which as of this writing has not been voided per Greenville County Register of Deeds, Greenville County Tax my monies (Shielder Pressley) have been used to pay direct and indirectly the taxes and insurance (as Judge Charles B Simmons stated throwing good money after bad during the October 2014 hearing) as an Owner/Occupied Homestead property since 2012.

As of this date the Contract for Deed has not been invalidated, I (Shielder Pressley) have not received a document for a "rent" or "lease" agreement to-date or a contract type to state the end of my Contract for Deed for purchase versus a rental/lease agreement and there are enough attorneys and judge involved in this case to have created and a lease/rental agreement or issued a court ordered document. I have not received or been sent a late notice or any correspondence until today when I am being advised that a lien/judgement is being issued against me by Karl Allen for \$12,600 and been evicted.

The foreclosure case 2012-CP-23-0386 has not been resolved but Karl Allen is using is the law and position as a Senator to harass and put a grandmother with 6 grandchildren out into the street and put at \$12,600 lien against the grandmother, this is probably to help pay his over \$300K owed to IRS (this is an assumption on my part). But also the fact that Karl Allen rents the house at next door to 100 Georgianna Lane Greenville SC at the rate of \$2400/month (so he states) from his girlfriend in Georgia, which is where he really resides in Georgia 75% of the time. He needs the address to be able to remain as a Senator for the district otherwise he would have to give up his Senate seat.

Karl Allen held a telephone conference on 8/26/2015 requesting that I (Shielder Pressley) not be on the call or allowed to participate versus a hearing with Judge Charles B Simmons Master of Equity over the case to have lien put on the grandmother by the end of the month 8/31/2015 for \$12,600 and be evicted.

Reminder the foreclosure case against Sarah Fant has been dragging on since 2012 case number 2012-CP-23-0386 and he has not but a lien against Sarah Fant.

As stated, I am a grandmother of 6 living in the property at 100 Georgianna Lane, Greenville SC 29605 that Senator Karl Allen has been foreclosing against Sarah Fant since 2012. I have a Contract for Deed which has not been invalidated by Sarah Fant to-date however Karl Allen is trying to have me evicted due to them changing my payments from purchase payments to rent payment but not creating a new contract or invalidating the old contract. Mrs. Sarah Fant would have to invalidate the contract and as of today she has not.

Mr. Tweed's attorney is paid for by the mortgage title company. Mr. Karl Allen represents his brother and himself. I had paid attorney fees and been victimized by everyone in this case.

I request that the court allow the proceedings to continue without exception that Mr. Karl Allen is trying to usurp the proceedings that he put into play by foreclosing on Sarah Fant. I have an executed Contract for Deed by Mrs. Sarah Fant. To-date Mrs. Sarah Fant has not made any efforts to invalidate this Contract for Deed, my name has not been removed from County Records as Owner, the Greenville County Tax Assessor is still assessing the property with Shielder Pressley as Owner/Occupied 4% assessment rate.

Mrs. Sarah Fant will need to execute foreclosure proceedings per South Carolina real estate law.

I request the Senate Ethics Committee and the South Carolina Commission on Lawyer Conduct provide me with some assistance to keep the manipulation of the law from negatively affecting my residential status and my credit status.

Respectfully  
Shielder Pressley



**INDIVIDUAL ACKNOWLEDGMENT**

State/Commonwealth of South Carolina }  
County of Greenville } ss.

On this the 26<sup>th</sup> day of August, 2015, before me,  
Day Month Year

Sonita M. Leak, the undersigned Notary Public,  
Name of Notary Public

personally appeared Shielder Pressley  
Name(s) of Signer(s)

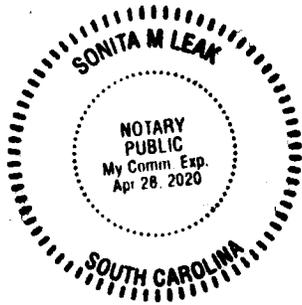


personally known to me - OR -

proved to me on the basis of satisfactory evidence SC D 008 162995

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Place Notary Seal/Stamp Above

[Signature]  
Signature of Notary Public

14 Startcourt St, Greenville, SC 29611

My Commission Expires 4/28/2020

Any Other Required Information  
(Printed Name of Notary, Expiration Date, etc.)

**OPTIONAL**

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Complaint Form Re: Case# 2012-CP-23-0386

Document Date: August 26, 2015 Number of Pages: 2

Signer(s) Other Than Named Above: NONE OTHER BEFORE ME

*[Handwritten signature]*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS  
2012-CP-23-0386

Karl B. Allen and Roger Allen, )  
 )  
Plaintiffs, )

vs. )

PLAINTIFF'S AFFIDAVIT IN OPPOSITION  
TO DEFENDANT TWEED'S MOTION FOR  
SUMMARY JUDGMENT

Sarah L. Fant a/k/a Sarah B. Fant a/k/a Sarah )  
Fant, Ennis M. Fant, JCAD Real Estate, Inc. )  
and Barry Tweed, )  
 )  
Defendants. )



ENTERED COMPUTER

Personally appeared before me the undersigned Karl B. Allen who, being first duly sworn, deposes and says:

1. I am one of the Plaintiffs in the above-captioned action and, as such, was principally responsible for negotiating the terms of the agreement by which I and my brother, Roger Allen, were to purchase the real property located at 100 Georgianna Lane in Greenville, South Carolina with the assistance of the Defendant, Ennis M. Fant. It was our intention to buy this property as an investment, renovate it and re-sell to a buyer for a profit.

2. I was explicitly assured by Ennis M. Fant that the property would be conveyed from Fannie Mae to us, individually, or to us d/b/a the A Group, and it was based upon those assurances that we agreed to do the deal.

3. For reasons and by methods which are still unknown to me, when the property was actually auctioned by Fannie Mae, Ennis M. Fant arranged for the title to be conveyed to his mother, the Defendant Sarah Fant, as is evidenced by the deed from Fannie Mae to Sarah B. Fant dated November 30, 2010 and recorded in the Office of the Register of Deeds for Greenville County on December 6, 2010 in Deed Book 2381 at Page 2958; a copy of this deed is attached as Exhibit A.

4. When I learned from Ennis M. Fant that the title had been conveyed to his mother, he also assured me that it would be immediately conveyed to me and Roger d/b/a the A Group, so I arranged for the delivery of a cashier's check dated December 2, 2010 and made payable to Sarah Fant on my behalf in the amount of \$126,000.00 upon which A Group was identified as the Purchaser; a second cashier's check from Roger was dated December 1, 2010 and also made payable to Sarah Fant in the amount of \$50,000.00. Copies of these checks are jointly attached as Exhibit B. We paid the balance of the purchase money evidenced by the mortgage from our personal resources but not in the form of cashier's checks.

5. The purchase proceeds described above were delivered by me directly to the Defendants Fant.

Documents Filed Pursuant to SCRPC 5(e)

By Judge: STILLWELL

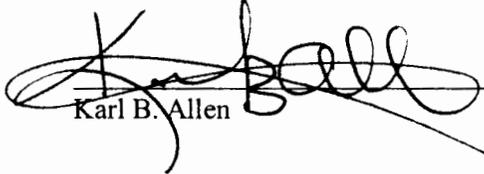
Hearing Date: 5/9/12

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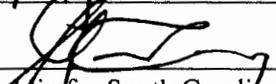
6. Following the delivery of the purchase proceeds I was told by Ennis M. Fant that the title needed to stay in the name of Sarah Fant but that she'd provide us with a first mortgage; however, as set out in the pleadings, the mortgage given to us not only was a third mortgage, it also was nothing but an empty shell in that it consisted only of a first page, a signature page and a legal description while omitting all of the necessary security and remedial provisions which were all included in the other mortgages granted by the Defendant Sarah Fant to the Defendants Tweed and JCAD.

7. I can't say what the relationship between the Defendants Fant and Tweed may be, but it's plain that the purchase proceeds for buying this property came only from me and my brother, and it seems to me that the investment of any money by the Defendant Tweed can only be for the purpose of allowing the Defendants Fant, in conjunction and with the aid of the Defendant Tweed, to intentionally cloud the title to the property and to defraud us of our invested proceeds.

8. Had we known that the purchase proceeds would be diverted from the intended and agreed upon purpose, we would never have advanced them; likewise, had we known that the Defendant Tweed or any other person would somehow be able to allege any priority over us, we would never have put up the money.

  
Karl B. Allen

SWORN to before me this 15<sup>th</sup>  
day of May, 20 12

  
Notary Public for South Carolina  
My Commission Expires: 6/21/24

 8/26/2015

**INDIVIDUAL ACKNOWLEDGMENT**

State/Commonwealth of South Carolina  
County of Greenville } ss.

On this the 26<sup>th</sup> day of August, 2015, before me,  
Day Month Year  
Sonita M. Leak, the undersigned Notary Public,  
Name of Notary Public

personally appeared Shielder Pressley,  
Name(s) of Signer(s)



personally known to me - OR -  
 proved to me on the basis of satisfactory evidence SCDL\*  
008 162995

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

  
Signature of Notary Public

14 Startevant St, Greenville, SC 29611

My Commission Expires 4/28/2020

(Printed Name of Notary, Expiration Date, etc.)



Place Notary Seal/Stamp Above

**OPTIONAL**

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Plaintiff's Affidavit in Opposition to Defendant's Motion for Summary Judgment

Document Date: May 1, 2012 - Filed May 9, 2012 Signed by Shielder Pressley on 8/26/15 Number of Pages: 2

Signer(s) Other Than Named Above: NONE OTHER BEFORE ME 