

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2020-CP-23-_____
	)	
Redemption,	)	
	)	
Plaintiff,	)	
	)	
vs	)	<b>SUMMONS FOR RELIEF</b>
	)	
The Relentless Church,	)	
	)	
Defendant.	)	
	)	
_____	)	

TO THE DEFENDANT NAMED ABOVE:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at P.O. Box 10387, Greenville, SC 29603 or at their offices at 27 Cleveland Street, Suite 201, Greenville, SC 29601, within thirty (30) days after the service hereof, except as to the United States of America (if a named party), which shall have sixty (60) days after service hereof, exclusive of the day of such service; and if you fail to answer the Complaint, appear or defend, within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

*s/ John R. Devlin, Jr.*  
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Attorney for the Plaintiff

Date: January 2, 2020  
Greenville, South Carolina

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF GREENVILLE ) C.A. No. 2020-CP-23-\_\_\_\_\_

Redemption, )  
Plaintiff, )

vs )

The Relentless Church. )  
Defendant. )

**COMPLAINT AND APPLICATION FOR  
EJECTMENT**

Redemption would show unto the Court as follows:

**PARTIES AND JURISDICTION**

1. Redemption, formerly known as Redemption World Outreach Center, is a nonprofit religious corporation organized under the laws of the State of South Carolina. It is the owner of real property located at 635 Haywood Road, Greenville South Carolina (“The Sanctuary”) and 80 Byrdland Drive, Greenville South Carolina (“The Imagine Center”) (collectively “The Properties”).

2. The Relentless Church (“Relentless”) is, on information and belief, a nonprofit corporation organized under the laws of the State of South Carolina. It is the current exclusive occupant of The Properties.

3. This action is brought pursuant to S. C. Code §27-37-10, et. seq.

4. Jurisdiction and venue are proper in this Court.

**FACTUAL BACKGROUND**

5. Redemption was formed and is operated to promote the Christian religion. Redemption, under the leadership of Pastor Ronald W. Carpenter Jr. (“Carpenter”) and in

conjunction with its integrated auxiliary ministry, The Imagine Center, Inc., built a strong and vibrant Christian ministry in Greenville County. As a part of that ministry Redemption acquired The Properties and used them for religious worship and related ministry work. Redemption and The Imagine Center, Inc. are sometimes collectively referred to as the “GSC Ministries.”

6. In 2017, Carpenter and the GSC Ministries entered into an agreement with Pastor John W. Gray III (“Gray”) in which, among other matters, Gray agreed to assume the leadership of GSC Ministries, and to assume responsibility for the assets owned by it.

7. It was the intent of the parties to that agreement that the GSC Ministries would be rebranded to use a new name that had not been selected as of the date of the agreement, and that the management and control of the GSC Ministries, operating under that new name, would transition to Gray and a team selected by Gray. As an implicit part of that understanding, the GSC Ministries’ mortgage debt on The Properties would continue to be serviced by the GSC Ministries under Gray’s leadership and as rebranded by Gray.

8. Gray chose Relentless as the new name for his ministry. However, rather than rebranding the GSC Ministries as he agreed in the agreement, Gray incorporated an entirely new entity, The Relentless Church.

9. After incorporating Relentless in March 2018, Gray informed Redemption that Relentless wished to purchase the assets of the GSC Ministries rather than following through with the agreement. Unfortunately, after agreeing to the terms of an asset transfer agreement negotiated between the parties, Gray refused to execute and deliver the asset transfer agreement, and the GSC Ministries rescinded their previous approval of that agreement.

10. As a part of the negotiation of the asset transfer agreement, the parties proposed written leases (the “Proposed Leases”) for The Properties to be executed by Relentless as tenant.

Although the Proposed Leases were provided to Relentless, they were never executed and delivered to Redemption.

11. Delivery is a prerequisite to the validity of any written lease. Absent delivery, the Proposed Leases never went into effect.

12. As a result of Relentless' failure to execute and deliver the Proposed Leases, it is occupying The Properties on a month-to-month term under §27-35-30 of the South Carolina Code.

13. As allowed by South Carolina law, on November 27, 2019, Redemption delivered a 30-day notice to Relentless that the month-to-month tenancy would end no later than December 31, 2019. See Notice letter attached hereto as Exhibit "A".

14. Relentless has failed and refused to vacate The Properties as required by South Carolina law.

15. Additionally, Gray and Relentless were unable to service the debt on The Imagine Center.

16. As a result of Relentless' inability to keep the mortgage debt on The Imagine Center current, the GSC Ministries, under Carpenter's leadership and with the help of Carpenter's other ministry organizations, had to take the necessary steps to pay the debt in full in order to avoid that debt being foreclosed on.

**FOR A FIRST CAUSE OF ACTION – APPLICATION FOR EJECTMENT**

17. All previous allegations are incorporated herein by reference where consistent.

18. Relentless has occupied The Properties as a month-to-month tenant. See S.C. Code §27-35-30.

19. S.C. Code §27-37-10, et. seq., governs ejectment of tenants. Subsection 27-37-10(A) states as follows:

*The tenant may be ejected upon application of landlord or his agent when (1) the tenant fails or refuses to pay the rent when due or demanded, (2) the term of tenancy or occupancy has ended, or (3) the terms or conditions of the lease have been violated.*

S.C. Code §27-37-20 states as follows:

*Any tenant may be ejected in the following manner, to wit: Upon application by the landlord or his agent or attorney any magistrate having jurisdiction shall issue a written rule requiring the tenant forthwith to vacate the premises occupied by him or to show cause why he should not be ejected before the magistrate within ten days after service of a copy of such rule upon the tenant.*

20. Under South Carolina law, therefore, because Redemption has properly given 30 days' notice to Relentless terminating the month-to-month tenancy in accordance with §27-27-20, it is entitled to the issuance of a Rule to Show Cause requiring The Properties to be vacated.

**FOR A SECOND CAUSE OF ACTION – BREACH OF LEASE**

21. All previous allegations are incorporated herein by reference where consistent.

22. As an alternative to the First Cause of Action, and to the extent that Relentless might claim that it is somehow entitled to the benefit of the Proposed Leases it never executed and delivered, Redemption would show the following to the Court:

23. The Proposed Leases required monthly payments in the amount of Redemption's mortgage payment obligations.

24. The lease payment amounts described above were, as set forth in Paragraph 6(a) of the Proposed Leases, expressly intended by both Redemption and Relentless to relieve Redemption of all debt service and operational cost obligations associated with The Properties.

25. Relentless failed to make the required payments under the Proposed Lease for The Imagine Center and failed to relieve Redemption of all debt service and operational cost obligations associated with the Sanctuary.

26. Additionally, Paragraph 17(a) of the Proposed Leases describes actions which would constitute an Event of Default. In pertinent part, it states as follows:

*The following actions shall constitute events of default...under the terms of this Lease:*

*(i) if Tenant shall fail to make any payment of Rent or any other charges or amounts due under this Lease, on the day when such payments are due and such default continues for ten (10) days after Tenant is notified in writing by Landlord to cure such default ... ; or*

...

*(vi) if tenant is in default under the terms and conditions of **any other** agreement between Tenant and Landlord... (emphasis added)*

27. Paragraph 17(b) of the Proposed Leases provides that:

*If an Event of Default has occurred, then immediately, or at any time thereafter, in the sole and absolute discretion of Landlord, without prior notice to or demand upon Tenant, except as specifically otherwise provided in this Lease, Landlord may re-enter and take possession of the Premises (by action of ejectment or otherwise) and, as Landlord elects, either (a) declare this Lease and Option to Purchase terminated, in which event Landlord may thereafter possess and enjoy the Premises as though this Lease had never been made ....*

28. The failure of Relentless to make the required payments under the Proposed Leases is an Event of Default under those leases. To the extent the Proposed Leases are of any effect, Redemption hereby, pursuant to the rights conferred it under said paragraph 17(b), declares each of the Proposed Leases to be terminated and seeks to take possession of The Properties.

WHEREFORE, having set forth its claim, Redemption would pray as follows:

A. For this to Court to forthwith issue a Rule to Show Cause pursuant to S.C. Code §27-37-20 requiring Relentless to show cause why it should not be ejected from The Properties;

B. For a hearing within ten days of the service of said Rule to Show Cause, as required by S.C. Code §27-37-20;

C. For an Order following said hearing ejecting Relentless from The Properties; or in the alternative,

D. For an Order of this court declaring:

- i. That Relentless is in default of its obligations under the Proposed Leases;
- ii. That Relentless has no further right to possession or use of the Properties;  
and
- iii. That Relentless is to be ejected from The Properties.

*s/ John R. Devlin, Jr.*  
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Attorneys for the Plaintiff

Date: January 2, 2020  
Greenville, South Carolina