



Regina M. Hunter El



20 July 2022, C.E., 21 Dhu'l-Hijjah 1443 A.H.

RECEIVED

AUG 01 2022

SC Court of Appeals

The Honorable Donald Beatty, Chief Justice
The Supreme of Court South Carolina
1231 Gervais Street
Columbia, S.C. 29201
Tel. (803) 734-1080

RECEIVED

JUL 20 2022

S.C. SUPREME COURT

Dear Hon. Chief Justice Beatty:
em/el

Article V, Sec. 4 of the South Carolina Constitution designates you as the administrative head unified judicial system. It also grants you the authority to appoint an administrator and other support personnel to aid in the administration of justice. Since late April, I have sought to resolve an issue with Ms. Tammie Holmes, Court Reporter Manager and Ms. Julie Cendroski, Court Reporter under Ms. Kohn's leadership.

*of the
em/el*

In mid-May, I learned that Ms. Holmes instructed Ms. Cendroski to perform transcription services without prepayment. Here, I find Ms. Holmes cannot accept an offer on my behalf, nor substitute in the formation of a contract between an Appellant and Court Reporter. I'm neither a minor nor minority, nor lack capacity to enter into a contract. Neither Ms. Holmes nor Cendroski informed me of their unilateral decision to proceed without advance payment. As such, I was deprived of right of freedom of contract or not contract. When there is no acceptance or consideration, there is no contract.

Now, Ms. Cendroski is claiming I am beholden to her payment for payment of a transcript I never ordered. Cendroski claims the invoice is 60 days past due. I sent her notice to cease and desist collection of a debt that does not exist. As her employer, your Court Administration is vicariously liable for her acts or failure to act in the course of duty. It is a fact, that I neither accepted her offers, nor sent any consideration to induce her current performance. There is no written or oral contract between the parties, nor does any implied contract exist. *em/el*

The response I received from the Court Administration's Deputy Director was inadequate. His/her response did not dispute the fact that no contract exist or address the employees' conduct. He/she also did not provide an alternate resolution.

Thus, I propose the following;

1. Please identify a private court reporter that I may make satisfactory arrangements with for transcription services.
2. Since the digital recording is the property of the SCJB and SCCA instructed its employee to perform transcription services; Issue an order instantan admitting into the record the official transcript suo moto or suo sponte. *em/el*

3. Order Cendroski to withdraw any billing claim to the Appellant.

Respectfully,

Regina M. Hunter El

RMH
21-07-2022

I Am: Regina M. Hunter El

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A Natural Person, In Full Life, In Propria Persona, Sui Juris

Regina M. Hunter El

1165 Broad St. #16

Sumter, S.C. 29150

(803) 883-0600

reginamhunter@gmail.com

Cc:

SC Court Administration

Clerk of Appellate Court

Elijah Hunter



Regina M Hunter EI <reginamhunter@gmail.com>

Letter to CJ Beatty, Administrative Head of SCJB

1 message

Regina M Hunter EI <reginamhunter@gmail.com>

Thu, Jul 21, 2022 at 10:13 AM

To: ctappfilings@sccourts.org

Bcc: "Holmes, Tammie" <tholmes@sccourts.org>, "Cendroski, Julie A." <jcendroski@sccourts.org>, supctfilings@sccourts.org

Bismillah,

Dear Clerk of Court:

Attached please find a letter sent to the Hon. Chief Justice Beatty on 20 July 2022.

On 15 July 2022, you requested proof of payment for a transcript prepared by Ms. Cendroski within 10 days from the date of your letter less the appeal would be dismissed. Please be advised, that no contract exists between Ms. Cendroski and I. Thus, NO such proof of payment can be provided for transcription services I did NOT order. Please CORRECT your 20 April 2022 docket entry that states a transcript was ordered. This is NOT valid.

Ms. Cendroski was instructed to prepare the transcript by her Court Reporter Manager, Ms. Holmes without receipt of prepayment. Ms. Holmes cannot form a contract on my behalf and made an egregious error. There can be no contract without acceptance and consideration. Neither Ms. Holmes nor Cendroski informed me of their decision to proceed without prepayment which is contrary to the Court Reporter Manual that requires neutrality and cooperation with the Appellant.

Respectfully,

Regina M. Hunter EI
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Regina M Hunter EI <reginamhunter@gmail.com>

Cease and Desist Efforts to Collect a Debt That Does Not Exist

1 message

Regina M Hunter EI <reginamhunter@gmail.com>

Thu, Jul 14, 2022 at 5:01 PM

To: "Cendroski, Julie A." <jcendroski@sccourts.org>

Cc: Transcripts <transcripts@sccourts.org>, "Holmes, Tammie" <tholmes@sccourts.org>, ctappfilings@sccourts.org, supcpfilings@sccourts.org

Bismillah...

Dear Ms. Cendroski, et. al.:

This is a notice to cease and desist efforts to collect a debt that does NOT exist. On 29 June 2022, you sent an invoice for transcription services claiming it was 60 days past due.

I did NOT accept your offer. We do NOT have a contract.

On 20 April 2022, I asked your employer, the South Carolina Judicial Branch (SCJB), SC Court Administration (SCCA), to assign another court reporter.

Instead the Court Reporter Manager, Ms. Holmes instructed you to perform transcription services without prepayment for services (*see her 18 May 2022 letter*). Ms. Holmes erred. As such her unilateral mistake is also a defense to the formation of a contract. Thus, I hold that SCJB is responsible for your compensation.

You also erred because you knew no prepayment was received from me, yet still proceeded to perform transcription services. You have a right to receive remuneration for performing transcription services. However, you should have known to ensure your prepayment right was withheld by your employer before commencing services. Here, your employer is vicariously liable for your act or failure to act in the course of duty.

The Court Reporter Manual states "*In the case of court reporters who require advance payment, the due date will be 60 days after payment is received by the court reporter.*" It is a fact that you wrote "*Upon receipt of a check or money order made out to Julie Cendroski for the full amount of \$150 that the 10 days begin*" for an expedited transcript." However, I never sent you any consideration to induce your performance.

The Court Reporter Manual states you "*should make every attempt to work efficiently and cooperatively with all people who come into contact with the judicial system*". Here, neither you nor Ms. Holmes notified the Appellant of the decision to proceed without consideration which was unfair and unprofessional. It was neither efficient nor cooperative to exclude me from the decision to transcribe the hearing without receipt of prepayment. This is a debacle and has an adverse impact on the appeal. It has unnecessarily prolonged the appeal and required a series of communications with SCCA. Your signed "*Agreement*" with SCJB states you acknowledge receipt of the

manual and agree to conform to the policies and rules contained therein which are enforceable under the contempt powers of the Supreme Court.

I addressed my concerns in writing to Ms. Kohn State Court Administrator on 22 June 2022 (*incorporated herein by reference*). I received a reply from the Deputy Director (*name unknown, signature illegible*) dated 5 July 2022. His/her reply was inadequate. It did not address your and the Court Reporter Manager's conduct that subverted my freedom to contract or not contract. As the Appellant, I must comply with Rule 207(a) to avoid dismissal of my appeal but not under duress. I hold that the State Court Administrator cannot resolve my concerns. Therefore, I will ask the South Carolina Supreme Court to intervene to resolve this impasse and copy the necessary parties on that correspondence at the same time.

Thank you for your attention to this matter.

Respectfully,



Regina M. Hunter El

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Regina M. Hunter El
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reginamhunter@gmail.com

cc:

Ms. Jenny Abbott Kitchings, Clerk
The South Carolina Court of Appeals
1200 Senate Street
Columbia, S.C. 29201
Tel. (803) 734-1890
Fax: (803) 734-1839

Ms. Tonnya K. Kohn, State Court Administrator
c/o Ms. Tammie M. Holmes, Court Reporter Manager
South Carolina Judicial Branch
Office of Court Administration
1220 Senate Street, Ste. 200
Columbia, SC 29201
Tel. 1: (803) 734-1800, Tel. 2: (803) 734-1825
Fax: (803) 734-1821
E-mail: tholmes@sccourts.org

Elijah Hunter
3400 Hwy. 261 North
Rembert, S.C. 29128

On Wed, Jun 29, 2022, 3:30 PM Cendroski, Julie A. <jcendroski@sccourts.org> wrote:

Please see the enclosed invoice for the transcript you ordered. Payment for this invoice is now 60 days past due.

Julie A. Cendroski
Circuit Court Reporter III
Seventh Judicial Circuit

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

BMLC  
1165 Broad St #16  
Sumter, S.C. 29150

**RECEIVED**  
AUG 01 2022  
SC Court of Appeals



J. A. Kitchens, Clerk  
S.C. Court of Appeals  
1220 Senate Street  
Columbia, S.C. 29201



