

United States District Court

For the District of _____

Saria Walker
1900 Billing Road
TAYLORS SC 2968
APT 26F
X Saria Walker
11/15/22

Plaintiff(s)
Saria B Walker
V.

Case No.
2022-CP-23-02309

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NOV 16 2022

SC Court of Appeals

Defendants

R. Castriotta and the
Carolina Center for
Behavioral Health

(Affidavit Accompany in motion)
For permission to Appeal
IN FORMA PAUPERIS

I Swear or AFFirm under Penalty of Perjury that because of my poverty I cannot prepay the docket fees of my Appeal or post bond for them I believe I am entitled to redress I swear or AFFirm under penalty of Perjury under United States laws that my answers on this form are true and correct (28. USC § 1746; 18 USC § 1621)
Signed Saria Walker Date: 11/15/22

My Issues on Appeal Are:

- 1.) Income source: \$56 weekly via child support
- 2.) haven't worked a job since Jan 2021 Due to slip and Fall and mental health
- 3.) No spouse
- 4.) I have \$20 dollars in my bank account (less AFTER I mail this)
- 5.) I Dont have a car and Im on section 8 housing HUD
- 6.) No one owes me money

Social Security number last 4 digits 7268
7.) My child rely on me for financial support
8.) monthly bills are \$300 I make \$224 from child support monthly
9.) I am 5 months behind on light Bill \$304 dollars to be exact I cannot pay it

(355 U.S. 41 45-6)
(1957)

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. **Parties and Dwelling Unit:** The parties to this agreement are, Spring Grove LLC referred to as the Landlord, and Sarla B. Walker
-
- referred to as the Tenant.
- The Landlord leases to the Tenant(s) unit number 26F located at 1900 Boling Road Ext #26F; Taylors, SC 29687
-
- in the project known as AHF-Spring Grove LLC
-
2. **Length of Time (Term):** The initial term of this Agreement shall begin on August 23, 2021 and end on August 31, 2022. After the initial term ends, the Agreement will continue for successive terms of onemonth each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. **Rent:** The Tenant agrees to pay \$0.00 for the partial month ending on August 31, 2021. After that, Tenant agrees to pay a rent of \$0.00 per month. This amount is due on the 1st day of the month at 1900 Boling Road Ext; Taylors, SC 29687
-
- The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.
4. **Changes in the Tenant's Share of the Rent:** The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
- HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
 - changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;



Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures

U. S. Department of Housing And Urban Development
Office of Housing
Federal Housing Commissioner

NOT for submission to the Federal Government
Landlord's Official Record of Certification

OMB Approval Number 2502-0204

Section A: Acknowledgements

Read this before you complete and sign this form HUD-50059

Public Reporting Burden. The reporting burden for this collection of information is estimated to average 55 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (2502-0204), Washington, DC 20503. The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the Government's financial interest, and to verify the accuracy of the information furnished. HUD or a Public Housing Authority (PHA) may conduct a computer match to verify the information you provide. This information may be released in accordance with HUD's Computer Matching Agreement (CMA) between the Social Security Administration and the Department of Health and Human Services. You must provide all of the information requested, including the Social Security Numbers (SSNs), unless exempted by 24 CFR 5.216, you, and all other household members, have and use. Giving the SSNs of all household members, unless exempted by 24 CFR 5.216, is mandatory; not providing the SSNs will affect your eligibility approval. Failure to provide any information may result in a delay or rejection of your eligibility approval.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et. seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543).

Tenant(s)' Certification - I/We certify that the information in Sections C, D, and E of this form are true and complete to the best of my/our knowledge and belief. I/We understand that I/we can be fined up to \$10,000, or imprisoned up to five years, or lose the subsidy HUD pays and have my/our rent increased, if I/we furnish false or incomplete information.

Owner's Certification - I certify that this Tenant's eligibility, rent and assistance payments have been computed in accordance with HUD's regulations and administrative procedures and that all required verifications were obtained.

Warning to Owners and Tenants. By signing this form, you are indicating that you have read the above Privacy Act Statement and are agreeing with the applicable Certification.

False Claim Statement. Warning: U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

Certification Summary from Page 2

Name of Project AHF-Spring Grove LLC	Effective Date 08/23/2021	Certification Type MI	Anticipated Voucher Date 10/01/2021
Head of Household Walker, Saria, B	Total Tenant Payment 59	Assistance Payment 951	Tenant Rent 0
Unit Number 26 26F	Extenuating Circumstances Code		

Tenant Signatures

Head of Household <i>Saria Walker</i>	Date 8-23-21	Other Adult	Date
Spouse / Co-Head	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date

Owner/Agent Signature

Owner/Agent <i>[Signature]</i>	Date 08-23-2021
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7. A prior order in this case dated _____ from _____ required the Obligor to pay \$ _____ per _____ in support for his/her child(ren). The Obligor owes a child support arrearage of \$ _____.
8. The Obligor shall pay, through the Court, child support payments of \$ 224.00, plus \$ 20.00 toward the arrearage, plus five percent (5%) court costs, for a total monthly payment of \$ 256.20, beginning 6/1/19.
9. The Obligor's child support obligation shall continue until the child support/arrears are fully paid. The Obligor shall pay the amount as ordered until the minor child(ren) reach(es) the age of emancipation; or, until the child(ren) become(s) otherwise emancipated, **as may be determined by the Court**. This does not prevent anyone from seeking a post-secondary education support order.
10. Each payment shall be made payable to the Greenville County Family Court, shall contain the Family Court file number, and the Obligor's full name.
11. The Obligor shall provide and maintain health insurance coverage for the child(ren) and shall provide proof of coverage to the CSSD by _____. The Obligor agrees to notify the CSSD when health insurance is changed.
 - Insurance is not reasonably available; however, should the Obligor obtain medical insurance in the future, this case may be reviewed for modification at the request of the Obligor or Obligee.
 - The Obligor shall pay 81.1 % of all unreimbursed health expenses in excess of \$250 per year per child. The custodian shall assume the costs of the unreimbursed medical expenses up to \$250 per year per child.
 - Qualified Medical Child Support Order(s) may be submitted as needed.
12. All future notices or correspondence shall be sent to the Obligor and custodian at the address above. The Obligor and the custodian shall advise the Court, within ten (10) days, of every change in mailing address or employment. Failure to do so can result in future hearings being held in your absence.
13. Income withholding is ordered pursuant to S.C. Code Ann. §20-7-1315.
14. Any party may request, in writing, a review of his/her child support order for possible adjustment thirty-six (36) months from the date of this order or thirty-six (36) months from the date of the last review of this order. A written request for review must be made to the South Carolina Department of Social Services, Child Support Services Division.
15. Pursuant to the Uniform Interstate Family Support Act and S.C. Code Ann. §20-7-960 et seq., this State has continuing, exclusive jurisdiction over this order.
16. Failure to pay your child support obligations may result in any or all of the following actions: the revocation of any licenses you hold; the reporting of your delinquent status to the credit bureau; the interception of your federal and state income tax refunds; the interception of any other payments due to you from the federal government; and/or an action for contempt of court which may result in punishment by a fine, a public work sentence, imprisonment, or any combination of them. Further, a bench warrant may be issued for your arrest.
17. Both parties agreed to deviate from the guideline of 70% monthly to 224.00 monthly + 5% CC and 20.00 toward arrears for a monthly total of 256.20. Obligor does not agree to be contacted by DSS through phone, text, email.

I voluntarily consent to this order:

Dated: 5/3/19

Arka K...
Obligor

Dated: 5/3/19

Samuel Walker
Obligor's Attorney Custodian

Dated: 5/3/19

S. Cool
Authorized Designee, Child Support Services Division

Copy Received By: Arka K...
Obligor

5/3/19
Date

← 57812



3SS U.S. 41 45-6(1957) **RECEIVED**

SEP 12 2022

Friday, Jul 15 • 11:03 AM U.S. DISTRICT COURT
GREENVILLE, S.C.

Texting with 57812 (SMS/MMS)

Duke Energy: Thank you for your payment of \$30 for service address 1900 BOL** APT 26F.

This payment was posted to your account on July 14, 2022.

The remaining balance on your account is \$74.68 and is due July 25, 2022. Sign in or register for My Account at duk.us/

64 to manage your account & preferences. Text STOP to cancel.

Friday, Jul 22 • 11:33 AM

Duke Energy: Your bill in the amount of \$74.68 for service at 1900 BOL** APT 26F is coming due on July 25, 2022. Visit duk.us/61 for payment options, or sign in to MyAccount at duk.us/62, where you can also manage your billing notification preferences. Text STOP to cancel.



Saturday • 11:04 AM

Duke Energy: Thank you for your payment of \$20 for service address 1900 BOL** APT 26F. This payment was posted to your account on Aug. 26, 2022. The remaining balance on your account is \$253.94 and is due Sept. 23, 2022. Sign in or register for My Account at duk.us/64 to manage your account & preferences. Text STOP to cancel.