PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS
THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM RICHLAND COUNTY
Master in Equity Court

Joseph M Strickland, Master in Equity

S.C. Ct. App. Opinion No. 22-UP 337 Rehearing Denied November 15, 2022)

U.S. Bank, National Association, as trustee for the Holders of the Banc of America Funding Corporation, 2008-FT1, Mortgage Pass-Through Cerificates, Series 2008-FT1,

Respondent,

v.

Rhonda Lewis Meisner a/k/a Rhonda L. Meisner, Bank of America, N.A; and SCBT, Defendants,

Petitioner.

PETITION FOR A WRIT OF CERTIORARI

Rhonda Meisner, Petitioner, Pro-Se
Post Office Box 689
Blythewood, South Carolina
29016
scorequipment@gmail.com
(803) 206-3402

Jasmine Kelly Gardner, Esquire
McGuire Woods, LLP
201 N. Tryon Street suite 3000
Charlotte, NC 28202
(704)343-2262

Magalie Arcure Creech
Finkel Law Firm
4000 Faber Place Drive, Suite 450
North Charleston, SC 29405
(843)593-0399

INDEX

Certification of Counsel- Rhonda Meisner the self-represented petitioner certifies that the petition for rehearing and rehearing *en banc* was finally ruled on by the South Carolina Court of Appeals on November 15, 2022, and this Petition for a Writ of Certiorari is filed within 30 days of that decision.

Questions presented for Review by this Honorable Supreme Court

1. Whether a plaintiff can file a mortgage foreclosure action when it does not possess the note or the mortgage at the time of filing?

2. Can a plaintiff in a foreclosure action cure its lack of standing that was not present prior to filing the foreclosure action by evidencing ownership of the note during the pendency of the litigation?

3. Whether summary judgment is appropriate when the original creditor scribed into the promissory note the mandatory requirement to automatically draft payments but failed to do so then declared default prior to assigning the note and mortgage to the plaintiff.

4. Whether Summary Judgment is appropriate when the other defendants are not present at the summary judgment hearing to address the cross claims and counterclaims of the Petitioner.

5. Whether a *pro se* party's declaration submitted under penalty of perjury pursuant to 28 U.S.C. § 1746 submitted in response to summary judgment should be accepted as evidence in lieu of a sworn affidavit.

6. Whether a *pro se* party's answers to fact questions by the Master in Equity should be considered as testimony that supports the required "scintilla of evidence" necessary to defeat summary judgment.

7. Whether a motion and payment of the fee is a requisite part of the summary judgment proceeding such that the filings and payment of the fees must be made at a time the circuit court has subject matter jurisdiction to proceed with a substantive motion when the mode of trial is at issue.

8. Did the Master in Equity err in awarding attorney's fees to the plaintiff?

STATEMENT OF THE CASE

The trial court issued an order dismissing this case on 9/12/2017, in a blanket omnibus order. However, at the time of the omnibus order, this case was on appeal and

not subject to the order because the trial court did not have jurisdiction over the case. Likewise, the order restoring the case on 4/1/2019 was of no effect because the order dismissing the case was void or a nullity due to lack of subject matter jurisdiction of the Master in Equity because the appellate court had jurisdiction.

Therefore, all the counter claims and cross claims of the appellant were not dismissed as claimed by the Respondent when the Omnibus order of dismissal and reinstatement was inadvertently entered in this case.

U.S. Bank "US Bank" initiated a foreclosure action (first mortgage) on March 31, 2014, against the appellant, Rhonda Meisner "Meisner" and attached an assignment of the note and mortgage from Bank of America, N.A. "Bank of America" to US. Bank, that was dated April 2, 2014. The assignment was notarized on April 3, 2014, by a notary, in a different state. (2014-CP40-02063) (hearing June 10, 2014, p. 8:23-25; 9:1-2). Bank of America and SCBT now South State Bank (South State Bank) were also named defendants. Previously, SOUTH State Bank, a junior lien holder, (in the same property), filed a foreclosure action and named both Bank of America and Meisner as defendants. In the earlier case (2013-CP-40-07144), Bank of America answered the suit and claimed ownership of the same note and mortgage (first mortgage) that U.S. Bank now claims and used to initiate the current mortgage foreclosure suit. (Hearing June 10, 2014, p. 3:10-15). Bank of America also claimed ownership of a different note and mortgage that had been paid off years earlier. The Petitioner filed a motion to dismiss pursuant to S.C.R.P. Rule 12(b)(7) and 12(b)(8) based on Bank of America and U.S. Bank's claimed ownership in the same note and mortgage in the previously filed suit by SCBT and requested that U.S. Bank's foreclosure action be dismissed, and the cases consolidated for adjudication. (R.

p._) (hearing June 10. 2014 p. _) A hearing was held on the motion on June 10, 2014; however, prior to the hearing, SCBT voluntarily dismissed Bank of America as a defendant and changed SCBT's cause of action to a suit on a note, which SCBT also subsequently dropped and dismissed. (2013-CP-40-07144) During the June 10, 2014, hearing, Petitioner argued the case should be dismissed based on the defective assignment of the note and mortgage which occurred after the lawsuit was filed. (June 10. 2014 hearing p.9:5-11,17-25;10:1-15). The Court denied all motions. Meisner filed a motion to alter and amend and requested a ruling on the alternative oral motions to dismiss based on the fact the plaintiff/respondent presented inadequate evidence that it owned the note and mortgage at the time U.S. Bank filed the lawsuit (T. hearing June 10, 2014, p.17:14-26).

U.S. Bank claimed the default occurred prior to the assignment of the note and mortgage based on the date of the filings, as such, U.S. Bank would be considered a third-party creditor because they purchased and assumed the note and mortgage after US Bank said Meisner defaulted. (R.p.). The Petitioner, Rhonda Meisner, filed a motion to dismiss based on lack of standing because the lawsuit was filed on March 31, 2014, and U.S. Bank attached an assignment dated April 2, 2014, and notarized April 3, 2014. (T. hearing June 10, 2014, p.) Meisner claimed U.S. Bank was not the real party in interest based on Bank of America's reported claim to the note and mortgage that U.S. Bank was seeking to foreclose. (T. hearing June 10, 2014, p.) The challenge to real party in interest and standing was subsequently determined by the Court of Appeals as interlocutory, so, the appeal was dismissed. (R.) Subsequently, the plaintiff U.S. Bank submitted an Order of referral for the foreclosure action to the Clerk of Court for signature and execution. (R.

p.) The Order created by the U.S. Bank, and presented to the Clerk of Court for execution, included findings of fact and conclusions of law. (R. p.) The South Carolina rules of civil procedure do not provide a mechanism for Jeanette McBride, the clerk of court to make findings of fact and conclusions of law. (R. p.). US BANK filed for summary judgment on April 15, 2019, and the hearing was scheduled for July of 2019 and subsequently rescheduled and heard October 29, 2019. The Court of Appeals issued the remittitur on June 10, 2019. A motion to alter and amend was scheduled and heard on December 7, 2019. The grant of Summary Judgement was appealed. The Petitioner seeks a review of that Order for the reasons outlined in the argument section.

1. **Whether a plaintiff can file a mortgage foreclosure action when it does not possess the note or the mortgage at the time of filing?**

It is clear from the filings that U.S. Bank submitted to the Court that it did *not* own the note or the mortgage at the time it filed for foreclosure and therefore, lacked standing to gain redress for the breached promissory note in the form of a foreclosure.

It is also clear that U.S. Bank did not file the mortgage foreclosure action as the "servicer." An analysis of the dates presented by the plaintiff, suggest U.S. Bank was not the "servicer" or the owner of the note and mortgage at the time of the alleged breach of contract, which occurred on the date BANA usually and customarily drafted the monthly payments.

The Respondents acknowledged this was an action for foreclosure and U.S. Bank filed a "Foreclosure" Action and did *not* file a suit on a note. U.S. Bank stated in the foreclosure hearing that it proved standing to foreclose because it "possessed the Bank of America note endorsed in blank" that was executed in 2007 (BANA 2007). However, the assignment of the mortgage *which follows the note* that was submitted as part of the foreclosure filing by U.S. Bank occurred

after U.S. Bank filed the complaint as the plaintiff on April 2, 2014. U.S. Bank claimed the foreclosure action was filed as a result of the Petitioner's "breach" of the (BANA 2007) note.

The Petitioner avers a plaintiff in a mortgage foreclosure action are bound by the representations contained in the pleadings and cannot gain standing later than after the date the action was filed.

Respondent's alleged that they were the holder of the Note and the Mortgage at the time they filed the foreclosure action as a result of default by the appellant of the BANA2007 note. **Rspdnt's Initial Brief p.10-12**. However, the lawsuit was filed on March 31, 2014, and the Respondent's attached an assignment of mortgage that occurred on April 2, 2014, and BANA was the owner of the note and mortgage at that time as evidenced by the fact the affidavit of the transfer of the mortgage on April 2, 2014.

This Honorable Court has previously made clear, the mortgage follows the note, and is incident to the promissory note. U.S. Bank's own filing evidence that U.S. Bank did *not* own the note on March 31, 2014, as it purported to in the filings. **(Rspdnt's Initial Brief p. 2:25:1-4) (T. June 10, 2014, p. 9:7-8.)** The appellant avers because U.S. Bank did not have standing at the time they filed the foreclosure action, neither the Master in Equity, nor the circuit court had the ability to provide the equitable relief requested in the summary judgment action or the attorney's fees because as alleged, U.S. Bank entered the picture after U.S. Bank filed the foreclosure action. **(R.p.311)**

As such, the issue of standing in the summary judgment hearing should have provided the "scintilla" of evidence to avoid summary judgment because it was the plaintiff's own documents that contradicted its arguments and pleadings. Importantly, the Petitioner argued that BANA was not present at the summary judgment hearing and as such, the Petitioner argued that

not all the parties were present to adjudicate all the cross claims and counterclaims.

The Petitioner avers for U.S. Bank to have standing to file the foreclosure action, U.S. Bank was required, at the time of filing for foreclosure to own or possess both the note and mortgage. The assignment of the mortgage, which follows the note, was notarized on April 3, 2014, by a notary, in a different state. **(2014-CP- 40 02063) (T. July 10, 2014, p. 295:23-2$, 6:1-12).** As such, the requested equitable relief of foreclosure and attorney's fees was not available to U.S. Bank because they lacked standing to receive the relief as evidenced by their own filings.

2. Can a plaintiff in a foreclosure action cure its lack of standing at the inception of the foreclosure action by evidencing ownership of the note during the pendency of the litigation?

The Petitioner avers U.S. Bank did not have standing to file a foreclosure action and it is clear they did not file a suit on a note, or file for foreclosure as the servicer, based on the filings.

U.S. Bank did not have standing as the mortgagee on March 31, 2014, because the mortgage was assigned three days later. At the summary judgment hearing, the Respondent's counsel argued that it possessed standing as the servicer of the loan; however, they did not file the lawsuit as the servicer, nor did they file to amend the pleadings prior to the foreclosure action or present any evidence that they were in fact the servicer on March 31, 2014, as such U.S. Bank did not have a justiciable controversy with the Defendant and are not entitled to any equitable relief because at the time of the filing they had "no dog in that fight." These facts should have presented a scintilla of evidence to defeat summary judgment.

The appellant avers it would turn civil procedure on its head to allow a plaintiff to gain equitable relief in a summary judgment motion for hypothetical or unclear positions as the plaintiff has done in this case. Additionally, because USBank alleged the breach occurred when

BANA owned the note, U.S. Bank was a third -party debt collector and not entitled to the equitable relief of foreclosure because the note was already breached by the time the note was assigned unto U.S. Bank. As such, U.S. Bank suffered no injury to require redress, which the appellant avers is a scintilla of evidence that the owner of the note and mortgage was in fact BANA, and not U.S. Bank. Respondents concede this fact in their initial brief. **Rspndt's Initial Brief p.5 at E.**

3. **Whether summary judgment is appropriate when the original creditor scribed into the promissory note the mandatory requirement to automatically draft payments but failed to do so then declared default prior to assigning the note and mortgage to the plaintiff.**

The Original creditor BANA placed a requirement that the Bank would draft payments automatically if elected. This mandatory language was put *inside* the promissory note and *not* added as an addendum or separate agreement outside of the promissory note. Importantly BANA was not at the Summary Judgment hearing which the Petitioner objected to because not all the cross claims and counterclaims could be adjudicated. The Respondent argued the counterclaims and crossclaims were eliminated when the case was dismissed by omnibus order; however, the appellate courts had jurisdiction during this time and therefore the dismissals did not affect these claims.

After several years of drafting the payments, BANA unilaterally ceased drafting the payments and then declared their cessation a default of the loan. The Petitioner argues that BANA, by placing mandatory terms inside the promissory note itself was required to comply with the mandatory terms of the promissory note it drafted.

The Petitioner further avers that if as alleged in the Summary Judgment hearing, the Respondent was the "servicer" of the loan, then the requirement to draft was still required of BANA as the owner of the note.

If U.S. Bank was assigned the note and mortgage, as it alleged in its filings, then all the terms of the promissory note, including the requirement to draft was assigned to U.S. Bank.

In all cases, because BANA wrote this requirement into the promissory note itself without exception, it is BANA that breached the contract by ceasing to perform its mandatory action of drafting the note, making equitable relief unavailable to BANA or U.S. Bank because BANA failed to draft the payments.

The Petitioner testified there were adequate funds in the account on the draft date. Additionally, U.S. Bank or BANA never stated they tried to draft the account and could not. On the contrary, U.S. Bank argued that the Petitioner breached the contract and defaulted on the loan; however, BANA was not in attendance at the summary judgment hearing and neither BANA nor US Bank ever provided evidence sufficient funds were not available on the Draft date or that the funds were attempted to be drafted. This is because, BANA simply changed servicers from itself to U.S. Bank but failed to draft the checking account as agreed in the promissory note.

4. **Whether Summary Judgment is appropriate when the other defendants are not present at the summary judgment hearing to address the cross claims and counterclaims of the Petitioner**

This Court has long held that summary judgment is not appropriate if it does not adjudicate all the claims. Here, the Court of Appeals erred when it did not remand because all the claims were not adjudicated in U.S. Bank's motion for summary judgment because BANA was not present at the hearing. The Petitioner specifically argued that the claims were still at issue; however, when the dismissal of the case by the Omnibus Order was issued, this case was not affected by that dismissal because it was under the jurisdiction of the appellate Courts. As such, summary judgment was not appropriate because all the claims could not be adjudicated without BANA involved because BANA was the original creditor that scribed the mandatory terms into the

promissory note and then failed to draft the payments. South Carolina should not grant a bank or its successors in interest equitable relief when the Bank does not comply with its own documents and promissory notes.

5. **Whether a *pro se* party's declaration submitted under penalty of perjury pursuant to 28 U.S.C. § 1746 submitted in response to summary judgment should be accepted as evidence in lieu of a sworn affidavit when the statute states the unsworn declaration can be used in any court.**

The Court of Appeals stated that an affidavit was not attached to the response for summary judgment; however, the Petitioner did submit a declaration pursuant to 28 U.S.C. § 1746 which carries with it the very same "penalty under perjury" as a sworn affidavit which should be accepted by the South Carolina Courts because the Petitioner as a self- represented Defendant was not representing facts of another, but simply submitting her facts under penalty of perjury. As such, the Petitioner avers it was in error for the Court of Appeals to require that a third party witness the signing of the declaration because the submission was from a party, not a witness that was separate from the party.

The purpose of an affidavit is to confirm the information is submitted by the affiant, not to affirm the truth of the statement, but to hold the affiant accountable under penalty of perjury for the statements submitted. Here, the Petitioner submitted information that as a self-represented defendant she admitted was from her and subject to penalty of perjury.

The Court of Appeals ignored the declaration pursuant to 28 U.S.C. § 1746 that was attached to the Petitioner's memorandum in opposition to summary judgment filed on August 2, 2019, that mirrored the facts as answered by the Petitioner during the summary judgment hearing and simply stated only the memorandum was referenced. (R. p. 349) Importantly, the declaration submitted under penalty of perjury affirmed that the Appellant never requested cessation of the debits, had adequate money in the account to cover the debits as agreed and that the agreement to

debit the account was contained within the note itself. (R. p. 365) As such, the answers to the Master in Equity's questions also contain evidence in the form of testimony as it relates to BANA's requirement to debit her account that was contained in the note itself, the fact the Petitioner did not request the debits to cease and the fact there was adequate money in the account to cover the debits. The only difference between an affidavit and a declaration pursuant to 28 U.S.C. § 1746 is the fact a witness is involved for the production of the document because the same "under penalty of perjury" for the truth of the facts asserted is present in both cases. Declarations submitted under penalty of perjury are

6. **Whether a *pro se* party's answers to fact questions by the Master in Equity should be considered as testimony that supports the required "scintilla of evidence" necessary to defeat summary judgment when the *pro se* party wears both the hat of the witness and the hat of the attorney.**

A self-represented defendant wears both the hat of the witness and the hat of the attorney. As such, fact questions from the tribunal are submitted as testimony (from the witness) with the explanation of the facts or the argument submitted by the attorney. The Court of Appeals determined:

> On appeal, Meisner cites only to the complaint, the answer, her memorandum in opposition of summary judgment, her motion to reconsider, and her arguments during the summary judgment hearing. See West v. Gladney, 341 S.C. 127, 135, 533 S.E.2d 334, 338 (Ct. App. 2000) ("[T]his court ordinarily will not consider statements of fact presented only in an attorney's argument in determining whether a genuine issue of material fact exists sufficient to preclude summary judgment."). Therefore, we hold the master did not err in granting summary judgment to U.S. Bank as Meisner failed to present any evidence creating a genuine issue of material fact.

It is clear that when the Judge asks fact questions to a self-represented party, he is asking for testimony not argument, as argument is applied to the facts it does not replace the facts. Additionally, while the Petitioner did not specifically reference the declaration

pursuant to 28 U.S.C. § 1746 that was attached to the memorandum in opposition to summary judgment, the Petitioner avers it was part and parcel of the memorandum and should have been considered the same as an affidavit submitted by a represented party where the attorney "witnesses" the signature because the self-represented party acts as her own witness for the submission of facts under penalty of perjury. This is because the submission of the affidavit that is witnessed is only for accountability and not for the truthfulness of the content, which the declaration from a self- represented party does the very same thing, as the affidavit it provides for accountability for the truth of the matter as it is submitted under penalty of perjury.

As such, the Petitioner avers the answers to inquiries by a pro se party should be considered as both testimony and argument with the fact portion being attributed to testimony and the argument portion being attributed to argument because the Petitioner wears both the hat of the witness and the attorney.

7. **Whether a summary judgment proceeding requires that both the filings and the hearing be completed after the circuit court receives the remittitur when the mode of trial is at issue.**

The Petitioner argues the filing of the motion and the payment of the fees for a substantive motion must be made after the remittitur is received because a substantive motion requires both a written motion and filing fee that are part and parcel to the summary judgment proceeding. In this case the filing of the motion and payment of the fees were made in April of 2019 while the summary judgment hearing was in October of 2019.

The appellant avers the "motion" for summary judgment was filed prior to the circuit court regaining jurisdiction via receipt of the remittitur and because the summary judgment hearing cannot proceed without a properly filed and served motion, the Master did not have

jurisdiction to entertain the motion for summary judgment because the motion itself was filed prior to the circuit court regaining jurisdiction and a subsequent motion for summary judgment was not filed after the remittitur was received. Bunkum v. Manor Props.,321 S.C. 95, 98-99, 467 S.E. 2d758, 760 (Ct. App. 1996) (jurisdiction to entertain motion for costs against an appeal bond was properly in the circuit court, not with the master, after the remittitur was issued) (emphasis by the appellant)

If the hearing cannot be held without jurisdiction, and it cannot, then the portion of the hearing that required payment of the fees and the filing of the motion must be completed after the circuit court acquires subject matter jurisdiction. Otherwise, the motion and filing fee are separated from the hearing that creates a procedural due process issue because like in this case, the motion was filed many months prior to the hearing and before the circuit court had subject matter jurisdiction over the substantive motion.

9. **Did the Master in Equity err in awarding attorney's fees to the plaintiff?**

As an initial matter, U.S. Bank did not have an injury because their own filings indicate they were assigned a breached promissory note and were not entitled to redress.

The Petitioner maintains it was their predecessor in interest BANA that breached the promissory note by failing to draft the payments from the checking account of the Petitioner, which was a mandatory term placed inside the promissory note by BANA. The drafting of which is held against BANA not against the Petitioner because BANA determined the terms of the promissory note upon which the foreclosure was based.

If U.S. Bank as alleged in their filings received the already breached promissory note, they have not been wronged regardless of whether BANA breached the note agreement, or the Petitioner breached the note agreement. The Petitioner argues that BANA breached the

agreement and contrary to its representations could not assign a partial note that eliminated the mandatory requirement to draft the payments that were placed within the promissory note. As such, even if BANA ceased debiting, once they transferred or assigned the note or even gained a new "servicer" of the loan, the loan documents e.g., the promissory note required drafting as a term that once elected by the Petitioner became mandatory because it was contained within the promissory note itself and not another agreement. were seeking relief based on the Petitioner's breach of the promissory note, the evidence reflects they were according to the UCC a third-party debt collector that was not entitled to file for foreclosure because they did not own the note at the time of the filing.

U.S. Bank did not provide a witness to explain how they were entitled to attorney's fees because of the breach of contract between BANA and the Petitioner which occurred prior to U.S. Bank owning the note and mortgage via assignment.

The Petitioner claims that BANA could not stop drafting the payments associated with the promissory note because BANA is the one who scribed the mandatory terms into the body of the promissory note. The Petitioner also argues BANA could not avoid the mandatory terms by assigning either the note or the "servicing" of the note to another entity. In effect, BANA's poor drafting of mandatory terms "hobbled" its ability to assign the note or servicing without assigning all of the terms of the promissory note including drafting the payments automatically.

CONCLUSION

For the above reasons and all references to the Record, the Petitioner requests this Honorable Supreme Court to Grant the Writ of Certiorari to review the Court of Appeals Opinion because the Petitioner argues the opinion conflicts with this Honorable Court's instruction that a Defendant must only present a scintilla of evidence to defeat summary

judgment.

Here, the dates matter, as with all lawsuits and U.S. Bank was simply not entitled to redress because of the issues as outlined above. If the Petition is Granted, the Petitioner respectfully requests the matter be returned to the Circuit Court for adjudication of all claims.

December 15, 2022

Respectfully Submitted,

Rhonda Meisner
PO Box 689
Blythewood, SC 29016
scorequipment@gmail.com
(803)206-3402

RECEIVED
Dec 15 2022
SC Court of Appeals

PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS
THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM RICHLAND COUNTY
Master in Equity Court

Joseph M Strickland, Master in Equity

S.C. Ct. App. Opinion No. 22-UP 337 Rehearing Denied November 15, 2022)

U.S. Bank, National Association, as trustee for the Holders of the Banc of America Funding Corporation, 2008-FT1, Mortgage Pass-Through Cerificates, Series 2008-FT1,

Respondent,

v.

Rhonda Lewis Meisner a/k/a Rhonda L. Meisner, Bank of America, N.A; and SCBT,
Defendants, Petitioner.

PROOF OF SERVICE

PETITION FOR A WRIT OF CERTIORARI

The petitioner certifies she has served a copy of the Petition for a Writ of Certiorari this day by emailing a copy of the writ to JGardner@mcguirewoods.com and by mailing a copy to Jasmine Gardner McGuire Woods LLP 201 N. Tryon Street Suite 3000 Charlotte, NC 28202. She also filed a copy of the Writ with the Court of Appeals via email at ctappfilings@sccourts.org

the filing fee was submitted thirday via US mail to P.O. Box 11330 Columbia, SC 29211

December 15, 2022

Rhonda R Meisner

Rhonda Meisner, Pro-Se
Post Office Box 689
Blythewood, South Carolina
29016
scorequipment@gmail.com
(803) 206-3402

RHONDA LEWIS MEISNER
Post Office Box 689
Blythewood, South Carolina 29016
scorequipment@gmail.com
(803)206-3402

The Honorable Patricia A. Howard, Clerk South Carolina Supreme Court
PO Box 11330
Columbia, South Carolina 29211

Cc: Ms. Jasmine Gardner
McGuire Woods, LLP
201 N. Tryon Street Suite 3000
Charlotte, NC 28202

Dear Ms. Howard,

Please find enclosed the Proof of service along with the filing fee associated with the case. The Petition for a Writ of Certiorari was filed via email at SupCtfilings@sccourts.org.

Should you have any questions or concerns regarding this submission, please contact me at scorequipment@gmail.com or (803)206-3402.

With Warmest Regards,

Rhonda L Meisner December 15 2022

Rhonda Meisner