

STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM Horry COUNTY
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Appellate Case No. 2023-001023
Case No. 2020-CP-26-05267

25th Avenue, LLC, Respondent,

v.

Carol Ann Honeycutt Appellant.

**APPELLANT’S REPLY TO RESPONDENT’S RETURN TO
APPELLANT’S MOTION TO REINSTATE**

Pursuant to Rule 240(f), SCACR, Appellant Carol Ann Honeycutt (“Appellant”) submits this Reply to Respondent 25th Avenue, LLC’s (“Respondent”) Return to Appellant’s Motion to Reinstate the Appeal in the above captioned and numbered case.

Pursuant to Rule 240(e)(f), SCACR, the Appellant submitted a Motion for Enlargement of Time to Reply on January 8, 2024, and, The Order was granted on January 8, 2024. This Order is attached as Appellant’s Reply (“**A.R.**”) **Exhibit 1**.

Pursuant to Rule 260(a), SCACR, Appellant filed the Motion to Reinstate the Appeal on November 22, 2023, in accordance with all of the requirements of the Clerk of Court. See **A.R. Exhibit 2**, letter of November 16, 2023, from Clerk Catherine Harrison. That

Motion and all Exhibits are added to and made a part of Appellant's Reply to the Respondent's Return.

Appellant respectfully requests that based on all of the Arguments, Documents (Exhibits), and the Statutes, presented in this Reply and in the Appellant's Motion to Reinstate, this Court finds that Appellant complied with all of the requirements of SCACR Rule 207, Rule 240, and Rule 260. The documents show that within the various Department of the Court, there were errors of filing and communication which caused the appearance of the Appellant's failure to meet the requirements of Rule 207. Therefore, the Appellant respectfully requests that the Court GRANT Appellant's Motion to Reinstate.

STATEMENT OF THE APPEAL

I. The Respondent Protests Against the Reinstatement.

The purpose of this Appeal is to recuse Judge Kristi K. Curtis from the Horry County, Fifteenth Judicial District Circuit Court Case number 2020-CP-260-5267, 25th Avenue LLC, Plaintiff v. Carol Ann Honeycutt, Defendant.

The foundation of justice and the court system is blind justice. Judges are supposed to administer justice (1) without prejudice toward any party in the case, (2) in accordance with the laws (statutory and procedural) which apply to the case, (3) based on the truth (evidence) of the case.

This Appeal is brought because all of the above stated standards have been violated numerous times. If justice is supposed to be blind, why is the Respondent/Plaintiff so adamant about spending thousands of dollars and spinning uncountable falsehoods to keep Judge Kristi Curtis on this case, and, to obstruct the Appellant from fair hearings, a trial, and justice?

II. This Motion to Reinstate is Simple and Clear.

A. Appellant's Motion to Reinstate was easily summarized by Appellant's letter to the Court of December 5, 2023. (See **A. R. Exhibit 3.**) The “bottom line” is that through errors in the Court filing of documents which showed up as errors in the Appellate Court Public Index, and, disconnects of communication between Clerk Kitchings and the Appellant, Clerk Kitchings somehow overlooked the Appellant's herculean efforts to get the transcript prepared. Perhaps, the most obvious problem was that the hearing was Webex format and there is no court reporter in a Webex hearing. Therefore, the Appellant could not contact the court reporter and order the transcript. The Appellant was dependent on the Court Administration to assign the Webex recording to a court reporter and then provide a communication link to the Appellant. This was not done. In Appellant's Motion to Reinstate, excruciating detail is given on the appellant's actions to order the transcript. The Appellant had to find a court reporter to produce the transcript. Those actions were communicated to the Court. This detail is provided in chronological order and is annotated in **A. R. Exhibit 4**, the record of correspondence to obtain the transcript. This is the same document included in **Appellant's Motion to Reinstate, Exhibit 3**, containing forty-two pages of exhibits.

B. Additionally, Clerk Kitchings never sent the Appellant a letter stating that the transcript had not been ordered, pursuant to SCACR Rule 207 because the transcript order was signed on June 20, 2023, sent to the court, dated on June 23, 2023, and entered into the Public Index. (See **A. R. Exhibit 5.**)

C. Clerk Kitchings letter of October 17, 2023, (**A. R. Exhibit 6**) stated that the Appellant had not kept the Court updated on the status of the transcript. This statement is contradicted by the forty-two pages of exhibits in the Appellant's Motion to Reinstate.

III. This Entire Reply to the Respondent's Return includes the following points.

A. The Appellant's Reaffirms and Reiterates the Motion to Reinstate in this Reply as though it is inserted here in full.

B. The Appellant presents additional support for the Motion to Reinstate in this Reply.

C. The Appellant presents a Rebuttal of the Respondent's Return in excruciating detail.

RESPONDENT'S MODUS OPERANDI

The Appellant has found, and hereby reports to the Court, that the Respondent's Return contains numerous misstatements and/or deceptive statements which distort the appearance and understanding of this case, and/or misguide the Court in evaluating the arguments provided by the Respondent.

REBUTTAL OF RESPONDENT'S VERSION

OF THE PROCEDURAL HISTORY

FIRST

I. The first deceptive statement provided by the Respondent is the first sentence of the Procedural History in Respondent's Return, page 1, states, "The underlying case in this appeal concerns a breach of contract related to rental property." This statement is true but it mischaracterizes and vastly minimizes the enormity of the case.

APPELLANT'S ACCURATE PROCEDURAL HISTORY

The underlying case in this Appeal involves the Respondent's numerous breaches of the Contract titled: "LEASE AND CONTRACT OF SALE," See **A.R. Exhibit 7**. The property is shown in **A.R. Exhibit 8** known at Brustman House Bed and Breakfast contained ten rental units. The Respondent as Plaintiff in the underlying case tried, through the Magistrate's court, by A Rule to Vacate, to evict the Appellant/Defendant from the property based on fraudulent

claims. After a two hour bench trial on July 23, 2020, Magistrate Christopher Arakas found that the case had been filed in the wrong court and recommended to Plaintiff/Respondent that the case should be transferred to Circuit Court. After the Magistrate's Court bench trial recording had been destroyed (the Magistrate's Court procedure is to erase the recordings thirty days after a bench trial, a fact then unbeknownst to the Appellant/Defendant), the Plaintiff/Respondent's Attorney transferred the case to Circuit Court.

Then on October 20, 2020, Plaintiff/Respondent's attorney filed the Motion for an Ejectment Hearing which was heard by Judge Steven John on June 7, 2021. Judge John ruled (see **A.R. Exhibit 9**, Order of June 8, 2021) on the Motion that no reason was given in the transfer Order for the case to be heard in Circuit Court. So, Judge John ordered that this case was ended, and sent the case back to Magistrate's Court. Plaintiff/Respondent's Attorney wrote a second order signed by Magistrate Arakas to transfer the case back to Circuit Court.

Then, on September 17, 2021, Plaintiff/Respondent's Attorney filed a Motion to Amend Petition for Ejectment. (See **A.R. Exhibit 10.**) This one motion was heard on May 31, 2022, via Webex, in Judge Curtis's first session in the Fifteenth Judicial Circuit. See **A. R. Exhibit 11**, the CPNJ motions Roster for May 31, 2022, Webex, Judge Curtis. Respondent/ Plaintiff's attorney, on May 31, 2022, then wrote a fraudulent order which she presented to Judge Curtis. After taking the proposed order "under advisement," for 30 days, Judge Curtis signed this fraudulent order on June 30, 2022. This is the Order of June 30, 2022, "Order Granting Plaintiff's Motion for Ejectment Hearing and Plaintiff's Motion to Amend," **A.R. Exhibit 12.** There was no Motion for an Ejectment Hearing filed nor heard on May 31, 2022. The October 20, 2020, Motion for Ejectment Hearing had already been heard and ruled on by Judge John on June 8, 2021. Yet, Judge Curtis illegally ruled on this Motion a second time when she had not

even heard such a motion. Judge Curtis made numerous subsequent illegal rulings.

Judge Curtis, determined to stay connected to the underlying case, has taken numerous illegal court actions which are documented in Court Records and are explained in the Appellant/Defendant's Motion to Demand Disqualification and Recusal of Judge Kristi Curtis from Case Number 2020-CP-26-05267, was filed January 5, 2023. **A. R. Exhibit 13** is the Notice of this Motion; **Respondent's Return, Exhibit A**, contains all twenty-one pages of the complete body of this Motion.

Judge Curtis's Order of June 8, 2023, which "DENIED" Appellant's Motion, **A. R. Exhibit 14**, is the focus of this appeal. This Motion placed Judge Curtis in a position where she had to rule against herself, that is recuse herself, or rule against the law. She ruled against the law, and did not recuse herself. And, unwittingly, Judge Curtis also ruled against herself. In the Form 4 Order of June 8, 2023, Judge Curtis Denied the Appellant's motion to recuse herself from the underlying case, 2020-CP-260-5267.

Therefore, Appellant Carol Ann Honeycutt has no alternative but to petition the Court to Reinstate this Appeal, and, after considering the entire Appeal, to rule that Judge Kristi Curtis be recused from the ongoing underlying case in Circuit Court, 2020-CP-2605267, 25th Avenue, LLC. v. Carol Ann Honeycutt.

SECOND

II. A second set of statements made by the Respondent's attorney in the Return, made in page 2 footnotes, are in error. The Respondent states that those Orders dated June 30, 2022, (**A.R. Exhibit 12**), and August 19, 2022, (**See A.R. Exhibit 15**), "should be disregarded." Those Orders as well as other actions by Judge Curtis are keys to proving the reasons for recusal.

Appellant's Appeal to the Court to Reverse Judge Curtis's Order not to recuse herself is an Appeal within the context of the underlying case. Judge Curtis was involved in the case beginning with the Webex hearing of May 31, 2022, and ending with her Order of June 8, 2023, the focus of this present Appeal. The documentation required to support the Recusal from the underlying case requires the records of the Judge's actions and Orders as evidence to support her recusal. Therefore, all records related to Judge Curtis's actions in the case should be allowed by the Court.

THIRD

III. The third set of falsifications appear in Respondent's Return, page 2, the first full paragraph. The Respondent's attorney makes blatantly false statements which she extracts from an outrageous "Exhibit D" she shamefully cobbled together from selected parts of the Appellant's submissions filed with the Notice of Appeal on June 20, 2023. This is an example of falsification of the record by selective omission of significant parts of Appellant's documents submitted to the Court. Respondent's attorney falsely asserts the following: "Appellant informed the Clerk of Court's Office she had attempted to order a transcript of the May 31, 2022, hearing but had been unsuccessful" This statement gives a false impression to the Court suggesting the incompetence of the Appellant. Respondent's attorney made this up from an informational letter to Clerk Kitchings with supporting documents which described events that took place in August, 2022, and January, 2023. This was submitted to the Clerk to inform her of prior problems in ordering the May 31, 2022, transcript. These events occurred prior to filing this Notice of Appeal and could not possibly be related to this Appeal.

The second misleading statement continues from the above quote, ". . . and

thereafter . . . ,” which implies that the above unrelated “attempts” were part of the ordering of the transcript for this Appeal. The third false statement continues from the same sentence, “. . . by letter dated August 11, 2023, Appellant attempted to submit her transcript request to the Clerk of Court.” This falsely implies that the Appellant did not attempt to order the transcript and did not contact the Clerk of Court until August 11, 2023. Numerous documents are presented in the Exhibits which contradict this statement.

The truth about the ordering of the transcript are documented by Appellant's Exhibits consisting of three documents: (1) the the transcript order of June 20, stamped by the Court on June 23, 2023, **A. R. Exhibit 5**, (2) the Appellate Court public index print out of the case, **A. R. Exhibit 16**, showing transcript documents reported on five lines, dates June 23, line 2, June 23, line 3, August 21, 2023, line 6, August 26, and November 13, 2023, (3) the letter to Clerk Kitchings date June 20, and stamped by the Court on June 23, 2023, **A. R. Exhibit 17**. The last sentence of this letter states, “Let me know of any additional actions I must take.” The Appellant requested help from the Clerk to make sure everything had been done properly. Additionally, in the Motion to Reinstate, all of these documents related to the transcript are submitted a second time as Exhibits on November 22, 2023.

The Appellant's above stated request is consistent with the duties of the Clerk of Court listed on the Court Website. See **A. R. Exhibit 18**, a copy of these duties. Services to litigants are explained, “In applying these Rules, the Clerk's office has frequent and regular contact with the litigants, whether attorneys or individuals representing themselves. The FAQ for the Court of Appeals contains guidance on preparing an appeal. By assisting the litigants in understanding the Rules, the Clerk's office ensures that the appeal reaches the Court in a form most accessible to the Judges, thus securing to the litigants a full and fair hearing.”

The Clerk never responded to the content of Appellant's letter of June 20, 2023. In fact, the Appellant wrote two emails, dated June 21, and June 28, 2023, (**A.R. Exhibit 19**) in attempt to get a response from the Clerk. Finally, on June 28, 2023, the Clerk sent a letter confirming the receipt of the Appeal. She gave additional directions, but none related to the transcript. See **A. R. Exhibit 20**.

Appellant took numerous actions in trying to get someone to assign a court reporter to the transcript. Appellant even sent a Certified Letter to Ms. Kitchings on August 11, 2023, which strangely was not entered into the record until August 21, 2023. (**See A. R. Exhibit 21**.) And, it was also strange that the "Return Receipt Card" which was part of the Certified Letter was never returned to the Appellant. Even this certified letter to Clerk Kitchings was not answered. (Those numerous actions are listed in Appellant's Motion to Reinstate, Exhibit 3, consisting of 29 pages of documentation.)

Prior to this, beginning August 2, 2023, in desperation, the Appellant contacted court reporters trying to find one to do the transcription of the hearing of May 31, 2022. Bobbi Fisher, a former court reporter on one of Appellant's hearings was contacted and she contacted Tammie Holmes, the Manager of Court Reporters. Finally, Ms. Holmes contacted me and we accomplished the ordering of the transcript. **A. R. Exhibit 23** is the first email from Tammie Holmes. Her first sentence states:

"I have been copied on a few e-mails recently from Bobbie Fisher and the Court of Appeals regarding the production of a transcript you requested." This is additional proof that the Appellant had made numerous attempts to get the transcript produced. The requests had gone without response until August 28, 2023, when Ms. Holmes finally contacted me.

FOURTH

IV. The second full paragraph of Respondent's Reply, page 2, records correct but incomplete information.

The Appellant offers the simplification and completion of this discussion: Clerk Kitchings accepted Appellant's letter of November 7, 2023, as a motion to reinstate the Appeal. The Clerk set forth the deficiencies to be corrected and instructed the Appellant to file a formal Motion to Reinstate. It was due on or before November 26, 2023. (See **Respondent's Reply, Exhibit H.**) Appellant met all the requirements and submitted the formal Motion to Reinstate by email on November 22, 2023.

LEGAL STANDARD

Respondent's Reply offers Rule 260(a), SCACR, as the legal standard required to determine the Reinstatement of the Appeal. Appellant's Motion to Reinstate met the requirements of this Rule.

Rule 260(a), SCACR provides: Whenever it appears that an appellant . . . has failed to comply with the requirements of these Rules, the clerk shall issue an order of dismissal, which shall have the same force and effect as an order of the appellate court. A case shall not be reinstated except by leave of the court, upon good cause shown, after notice to all parties. The clerk shall remit the case to the lower court or administrative tribunal in accordance with Rule 221 unless a motion to reinstate the appeal has been actually received by the court within fifteen (15) days of filing of the order of dismissal (the day of filing being excluded).

APPELLANT MET ALL OF THE REQUIREMENTS OF THIS LEGAL STANDARD, RULE 260 (a), SCACR.

According to this Rule, Appellant had fifteen days from the November 9, 2023, Order of Dismissal (**A.R. Exhibit 23**) to submit the Motion to Reinstate the Appeal. Fifteen days from November 9, 2023, including November 9, 2023, is November 23, 2023. Appellant emailed the Motion to Reinstate to the Court on November 22, 2023, one day prior to the

deadline. The Appellant met the Rule 260(a) deadline.

Therefore, Appellant's Motion to Reinstate should be granted because the Appellant met all the requirements and deadlines stated by Clerk Kitchings in the deficiency letter of November 16, 2023, and, all of the requirements and the deadline of Rule 260(a), SCACR.

REBUTTAL ARGUMENTS

Respondent's Return "ARGUMENT" consisted of the following three statements, which are false, and, each of which are proven to be false by the facts of the case. In the paragraphs below, appellant answers each one of the Respondent's attorney's false statements:

False statement one:

I. A. Appellant did not demonstrate good cause for failing to comply with the Court's request to update the Court as to the status of the transcript.

Answer 1. The Appellant complied with the only letter sent from the Court regarding this topic, the letter of October 17, 2023. When the Appellant received this letter on Friday, November 3, 2023, the Appellant called and left a voice mail on the Clerk's phone indicating that the transcript had been delivered by email to the Appellant on September 6, 2023. (See **A. R. Exhibit 18.**) The Clerk of Court Website provides the phone number and the letterhead of the of the SCCA provides this same number. Appellant called the phone number and left the message. No one called the Appellant back. On Monday, November 6, 2023, Appellant called the Court to provide the information to Ms. Denesha Staley, the assigned Appeals Specialist II. Ms Staley said that this information must be put in a letter and sent to the Court. Appellant sent the letter of November 7, 2023, to the Court.

Answer 2. The Appellant was in constant communication with the Court. This is

documented in Appellant's Motion to Reinstate, in the 42 pages of Exhibits, and is summarized in Appellant's letter of December 5, 2023. (See **Appellant's Motion to Reinstate, Exhibit 1, and Exhibit 3.**) The lack of communication from the Court to the Appellant is summarized on page 3 of this Reply, Statement of the Appeal, II. A, B, and C, and in the Rebuttal of Respondent's Version of the Procedural History, Third point, pages seven, eight, and nine.

False statement two:

I. B. Appellant failed to order the transcript within ten days of service of her notice of appeal pursuant to Rule 207(a)(1), SCACR.

Answer 1. On June 20, 2023, the Appellant personally handed a copy of the transcript order to Taylor K. Voegel who personally signed the Affidavit of Service. See this signed Affidavit as **A. R. Exhibit 22.** The entire set of documents which were sent as the Notice of Appeal were hand delivered to Taylor K. Voegel at Burr and Forman on this date.

Answer 2. The Appellant submitted the order for the transcript on June 20, 2023, the same day the Notice of Appeal was submitted to the Court. Appellant's Reply **Exhibit 5** is a copy of that order. The transcript was actually ordered four times in the time period of August 31, 2022, to August 28, 2024. This entire process is documented in Appellant's **Motion to Reinstate, Exhibit 3.** Furthermore, this is summarized on page 8 of this Reply.

Answer 3. Clerk Kitchings never sent the Appellant a deficiency letter stating that the transcript had not been ordered.

False Statement Three:

II. Appellant's appeal is improper and should not be reinstated in the interest of judicial economy.

Respondent's attorney falsely states:

(1) “ Per the exhibits Appellant included in her Motion, Appellant also failed to comply with Rule 207, SCACR in that she did not contemporaneously furnish all correspondence with court reporters to the Clerk of Court, the Office of Court Administration, and/or Respondent.”

Answer: Appellant's Appeal has met every requirement of Rule 207, SCACR.

When Appellant had questions or needed assistance to make sure all procedures were followed, Appellant wrote emails or letters to the Clerk of the Court. The only letter giving Appellant instructions was Clerk Kitchings letter of June 28, 2023. which had no instructions regarding the transcript. All other emails and letters to Clerk Kitchings were not answered.

Respondent's attorney falsely states:

(2) “. . . in that the bases of Appellant’s motions concerned the May 31, 2022 hearing and subsequent ruling. (See Exs. A & B.) Appellant’s August 2, 2022 Motion for Recusal was denied and unappealed, and thus, Appellant cannot have a second bite at the apple with her second Motion for Recusal that serves as the basis of this appeal.”

Answer: Appellant's Motion of January 5, 2023, to Recuse Judge Kristi Curtis was based on the actions and orders of Judge Curtis subsequent to the Order of August 19, 2022, which denied Appellant's first motion to recuse Judge Curtis. Thus, the Appeal on Judge Curtis' Order of June 8, 2023, is not barred.

Respondent's attorney falsely states:

(3) “. . . even if Appellant could demonstrate good cause for her repeated failures

to comply with South Carolina Appellate Court Rules and Court directives, . . .”

Answer. This is an abominable falsehood. The Appellant has proven through the Arguments and Exhibits of this Reply that Appellant has complied with the South Carolina Appellate Court Rules and Court directives. Furthermore, in addition to complying with the SCACR, Appellant has had to contend with and disprove the barrage of falsehoods, fraud, and fraud on the court practiced by the Respondent's attorneys. This explains why a six page Respondent's Return takes sixteen pages and twenty-four exhibits to Reply.

Respondent's attorney falsely states:

(4) “. . . the circuit court's order would be affirmed. In the interest of judicial economy, Appellant's Motion to Reinstate her appeal should be denied.

Answer 1. The decision of the Appellate Court will be based on the issues of the entire Appeal of this case, not on the Motion to Reinstate. Ms. Voegel is not an Appellate Court Judge and therefore, cannot decide that Appellant's Motion to Reinstate should be denied. Furthermore, due to the nature of this case, Ms. Voegel, an attorney for the Respondent, is definitely biased to her side winning.

Answer 2. The Appellant brings this appeal based on the illegal actions and orders of this case. The statement made on page 2 of this Reply, “Respondent Protests [too much] Against Reinstatement” is here repeated:

“This Appeal is brought because all of the above stated standards, [prejudice, laws, and truth], have been violated numerous times. If justice is supposed to be blind, why is the Respondent/Plaintiff so adamant about spending thousands of dollars and spinning uncountable falsehoods to keep Judge Kristi Curtis on this

case, and, to obstruct the Appellant from fair hearings, a trial, and justice?”

Answer 3. Respondent's Modus Operandi is summarized by this statement from page 4 of this Reply:

“Appellant has found, and hereby reports to the Court, that the Respondent's Return contains numerous misstatements and/or deceptive statements which distort the appearance and understanding of this case, and/or misguide the Court in evaluating the arguments provided by the Respondent.” The the nature of the Respondent's Return to this Motion to Reinstate is typical of the entire, underlying case. The Respondent/Plaintiff and attorneys have violated the laws, both statutory and procedural, have provided falsified and fraudulent claims by the instigation of the attorneys and the complicity of Judge Curtis. Additionally, by the instigation of the attorneys and the complicity of Judge Curtis they have violated numerous professional and judicial standards of behavior. (These are enumerated in **Respondent's Return, Exhibit A**, page 17.)

Answer 4. It is not a surprise that the Respondent and Respondent's attorneys want the Appellate Court to deny the Appellant's Motion to Reinstate.

THE FINDINGS

Therefore, the Appellant prays that this Appellate Court finds that the Appellant's foregoing proofs, supported by the Appellant's exhibits, prove unequivocally the following:

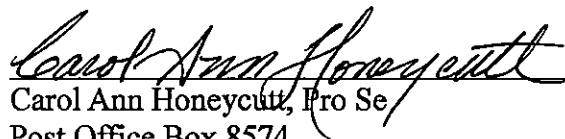
1. That Appellant ordered the transcript on the same day as the Appeal was filed, June 20, 2023.

2. That between the dates June 20, 2023, and August 28, 2023, Appellant sent numerous emails and letters to Clerk Kitchings, including the certified letter of August 11, 2023, attempting to have a court reporter assigned to the transcription.
3. That on August 28, 2023, Appellant received the first contact from Ms. Tammie Holmes, the Manager of Court Reporters, who provided the contact with the court reporter who completed the transcript in nine days, on September 6, 2023.
4. That the Dispositional Order to Dismiss the Case, November 9, 2023, was made in error, and, is hereby rescinded. (See **A. R. Exhibit 24.**)
4. That Appellant met all of the requirements of Rule 260 (a) of the South Carolina Appellate Court Rules and qualifies to have the Appeal reinstated.

CONCLUSION

Therefore, the Appellant prays that this Appellate Court grants the Appellant's Motion to Reinstate this Appeal.

Respectfully submitted,



Carol Ann Honeycutt, Pro Se

Post Office Box 8574

Myrtle Beach, SC 29578

Phone: 843-254-5951

Email: auso2@southcarolina.usa.com

Myrtle Beach, South Carolina

January 19, 2024

The South Carolina Court of Appeals

25th Avenue, LLC, Respondent,

v.

Carol Ann Honeycutt, Appellant.

Appellate Case No. 2023-001023

The Honorable Kristi F. Curtis
Horry County
Trial Court Case No. 2020CP2605267

ORDER

The time for serving and filing the reply to respondent's return is hereby extended until January 19, 2024.

FOR THE COURT
BY Catherine Hamrick, deputy
CLERK

Columbia, South Carolina

cc:
Henrietta U. Golding, Esquire
Taylor Kay Voegel, Esquire
Carol Ann Honeycutt

FILED
Jan 08 2024



A.R. EX. 2

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

November 16, 2023

Carol Ann Honeycutt
PO Box 8574
Myrtle Beach SC 29578

Re: 25th Avenue, LLC v. Carol A. Honeycutt
Appellate Case No. 2023-001023

Dear Ms. Honeycutt:

The Court received your correspondence dated November 7, 2023 which we construe as a motion to reinstate. The following deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or your filing will not be considered:

- The required filing fee has not been submitted. The correct filing fee is \$50.00.
- A proof of service has not been provided. You must serve and file a proof of service substantially in the format shown by Form 7 in Appendix C to part II of the SCACR.
- You must file the request in the form of a motion.

Very truly yours,

Catherine Hannibal, deputy

CLERK

cc: Henrietta U. Golding, Esquire
Taylor Kay Voegel, Esquire

December 5, 2023

VIA EMAIL & USPS

The Honorable Court

The South Carolina Court of Appeals

1220 Senate Street

Columbia, South Carolina 29201

RE: 25th Avenue LLC, Respondent

v. Carol Ann Honeycutt, Appellant

Appellate Case No. 2023-001023

To the Honorable Court:

On November 22, 2023, a Motion to Reinstate the above case was submitted to this Honorable Court by the Appellant. The motion with exhibits is over 45 pages in length.

This letter presents the most straightforward, uncomplicated and clear approach to evaluating the need for this motion. The following statements summarize this:

1. On June 20, 2023, Appellant filed the Notice of Appeal with all required documents and fees, including the order for the case transcript.
2. By error in filing, an incorrect order for the transcript (dated January 2, 2023) was placed on the Appellate Court Public Index, line 2. Numerous errors followed from that error.
3. The Appellant was not provided with a court reporter to transcribe the transcript.
4. Numerous written attempts by Appellant to be assigned a court reporter were made by the Appellant.
(See Motion to Reinstate, Exhibit 3, pages 1-22.)
5. Finally, on August 28, 2023, Ms. Tammie Holmes, the SCCA Court Reporter Manager contacted Appellant with the name of Court Reporter Ms. Joy Holston.
6. On September 6, 2023, Ms. Holston emailed the transcribed hearing, the required transcript to the Appellant.

CONCLUSION

The Appellant ordered, paid for, and received the Transcription of the hearing of May 31, 2023, ten day after being given a court reporter's name to produce the transcript. (See Exhibit 3, pages 23-29, Motion to Reinstate.)

To: The Office of Court Administration, The Transcript Office, Clerk Kitchings, Assistant Denesha Staley:

Please attach this letter as a cover letter to the Motion to Reinstate the above captioned and numbered case.

my
Copy

Thank you,

Carol Ann Honeycutt
Carol Ann Honeycutt

Appellant Pro Se

Post Office Box 8574

Myrtle Beach, South Carolina 29578

843-254-5951

cc: via USPS -

Henrietta U. Golding

Taylor K. Voegel

~~~~ 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.

**APPELLANT'S EXHIBIT 3**

**RECORD OF CORRESPONDENCE TO OBTAIN TRANSCRIPT OF HEARING 5/31/2022**

THE TRANSCRIPT OF HEARING OF MAY 31, 2022, WEBEX before Judge Kristi Curtis

WAS ORDERED FOUR TIMES ON THE FOLLOWING DATES:

**Pages**

- 1-3 August 31, 2022: The First Transcript Order was sent in the form of an email letter. (My computer could not fill in the form.) Please note the email includes all of the parties required to be notified. This was ordered for a prior appeal. This transcript was never produced. The Appeal was dismissed for failure to order the transcript. (The transcript was ordered on August 31, and SCCA sent me a letter on September 7, 2022, stating that the case was being dismissed for failure to order the transcript.)
- 4 January 2, 2023: The Second Transcript Order was ordered for an exhibit in my MOTION TO DEMAND DISQUALIFICATION AND RECUSAL OF JUDGE KRISTI CURTIS FROM CASE NUMBER 2020-CP-26-05267, filed January 5, 2023, in the Horry County Circuit Court. (This was not orderd for a case under SCACR 207.)
- 5-7 June 20, 2023, filing letter to Clerk Kitchings documents this.
- 8 August 28, 2023, email to Tammie Holmes documents this.  
  
The SCCA sent this request to "eScribers." The person from eScribers showed impairment (1) in the one email she wrote on January 11, 2023, (2) in the inaudible phone message she left c. January 16, 2023, (3) she never answered her phone when I attempted to call her several times over a three week period, (4) about three weeks later when she finally answered her phone, her conversation showed impairment, (5) she never sent me an invoice for a non-rushed price to produce the transcript, and, (6) she never revealed her name in any email, phone message, or conversation. These multiple serious demonstrations of impairment led me to conclude that I could not trust a transcript produced by this person.
- 9 June 20, 2023: The Third Transcript Order of this same transcript was ordered a third time.  
  
My letter to Clerk Kitchings, June 20, 2023, submitted this third transcript order and explained the problem with the second transcript order which was sent to eScribers. (See pages 5-7, above.)  
  
August 28 & 29, 2023: Additionally, these events which transpired with this eScribers service are documented in my email to Tammie Holmes, the Court Reporter Manager, SCCA. and in her response to me. (See page 8, above.)
- 10 June 21, 2023, I sent an email to ctappfilings.org indicating that my NOTICE OF APPEAL all the required documents, including the transcript order, was sent by USPS on June 20, 2023. No one responded to that email.
- 10 June 28, 2023, a second email was sent to ctappfilings.org asking if the Notice of Appeal and documents had been received. No email was sent to me.
- 11-12 June 28, 2023, A letter from Clerk Kitchings was written and mailed on which indicated that the notice of appeal was received.

NO ONE EVER EMAILED OR WROTE A LETTER TO ME FROM THE COURT TO INDICATE THAT MY TRANSCRIPT (June 20, 2023) REQUEST WAS ASSIGNED TO A COURT REPORTER.

13-14 August 2, 2023, I found a web site, SCCRA, the South Carolina Court Reporters Association, which listed South Carolina Court Reporters. I contacted three by phone and/or email. Only one contact was answered. Lauren A. Balogh, RPR, responded but could not help me. Our email communication is attached.

15-16 August 2, 2023, I remembered Bobbie Fisher who had produced a transcript from a hearing in June, 2021. She agreed to help me with the transcript.

August 8, Bobbi Fisher emailed a new transcript request form to fill out and submit to the Transcript Office.

17-18 August 11, 2023: The Fourth Transcript Order was sent in by mail to Clerk Kitchings. This was accompanied by a letter explaining that no one had contacted me about The Third Transcript Order of June 20, 2023.

19 This letter was sent to SCCA by certified mail. The number was #9507 1066 5851 3223 5000 93.

NO RESPONSE WAS RECEIVED TO THIS CERTIFIED LETTER.

20-22 August 28, 2023, I sent a follow-up email requesting help with the transcript order. The transcript order form was attached. And, all of documents previously sent were re-sent by email attachments. Those documents are listed on the email letter second page.

23-26 August 28, 2023, Tammie Holmes, the SCCA Court Reporter Manager sent an email response to my requests. We corresponded by email and she found a court reporter to transcribe the May 31, 2022, webex hearing transcript.

27 August 28, 2023, Joy Holston, agreed to do the transcript and emailed an invoice.

28 August 31, 2023, I emailed and mailed by USPS payment to Joy Holston for the transcript.

29 September 6, 2023, Joy Holston emailed the completed pdf transcript to me.

RECEIVED

JUN 23 2023

SC Court of Appeals

### Transcript Request Form

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter and to South Carolina Court Administration at [transcripts@sccourts.org](mailto:transcripts@sccourts.org). Click [here](#) for instructions on how to find the court reporter's email and mailing addresses. Once the court reporter receives your request, it will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party. Please send by mail a money order or certified bank check to the court reporter in order to obtain the transcript. Some court reporters may accept personal checks. Please check with the court reporter to see if this option is available. Once your request is received, you will receive a copy of this form with the bottom portion completed. Please promptly submit your payment in order for the transcript to be provided. If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.

| Requestor's Information                       |                                                                                                          |                                                      |                          |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------|
| Full Name<br><u>Carol Ann Honeycutt</u>       | Phone Number<br><u>843-254-5951</u>                                                                      | Email Address<br><u>caus02@southcarolina.usa.com</u> |                          |
| Mailing Address<br><u>P.O. Box 8574</u>       | City<br><u>Myrtle Beach</u>                                                                              | State<br><u>SC</u>                                   | Zip Code<br><u>29578</u> |
| Transcript Information                        |                                                                                                          |                                                      |                          |
| Docket Number<br><u>2020-CP-2605267</u>       | Case Caption (i.e. State v. John Doe or Smith v. Smith)<br><u>25th Avenue LLC v. Carol Ann Honeycutt</u> |                                                      |                          |
| Date(s) of Proceeding<br><u>May 31, 2022</u>  | Circuit Family<br><input checked="" type="checkbox"/>                                                    | County<br><u>Horry</u>                               |                          |
| Presiding Judge<br><u>Judge Kristi Curtis</u> | Expedited Yes <input type="checkbox"/><br>No <input checked="" type="checkbox"/>                         |                                                      |                          |
| Court Reporter(s)<br><u>WEBEX</u>             | Opposing Counsel<br><u>Hencietta W. Golding #2173</u>                                                    |                                                      |                          |

Requestor's Signature: Carol Ann Honeycutt  
(Typed name will serve as signature)

Date: June 20, 2023

Note: If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter.

| For Court Reporter Use Only                                                                        |                        |                        |                   |
|----------------------------------------------------------------------------------------------------|------------------------|------------------------|-------------------|
| Full Name<br>_____                                                                                 | Date Received<br>_____ | Email Address<br>_____ |                   |
| Notice of Estimate to Requestor Party<br>Date: _____ Number of Pages: _____ Estimated Amount _____ |                        |                        |                   |
| Mailing Address for Payment<br>_____                                                               | City<br>_____          | State<br>_____         | Zip Code<br>_____ |

A.R. Ex. 6



## The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

CATHERINE S. HARRISON  
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1220 SENATE STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1839  
[www.sccourts.org](http://www.sccourts.org)

October 17, 2023

Carol Ann Honeycutt  
PO Box 8574  
Myrtle Beach SC 29578

Re: 25th Avenue, LLC v. Carol A. Honeycutt  
Appellate Case No. 2023-001023

Dear Ms. Honeycutt:

Our records indicate that the transcript in the above matter should have been delivered. As of today's date, we have not received any information indicating that the court reporter has been granted an extension. Further, you have not notified us that you have failed to receive the transcript, nor have we received your initial brief.

If you have not yet received the transcript, Rule 207 of the South Carolina Appellate Court Rules requires you to contact the Office of Court Administration. The address for Court Administration is as follows:

South Carolina Office of Court Administration  
1220 Senate Street, Suite 200  
Columbia, SC 29201  
[transcripts@sccourts.org](mailto:transcripts@sccourts.org)

Be sure to copy the Court and opposing counsel with all correspondence concerning the transcript.

Please advise the Court of the status of the transcript within ten (10) days of the

date of this letter, or your appeal will be dismissed.

Very truly yours,

*Catherine Harrison, deputy*

CLERK

cc: Henrietta U. Golding, Esquire  
Taylor Kay Voegel, Esquire

993640

A.R. Ex. 7

STATE OF SOUTH CAROLINA Horry County S.C.

COUNTY OF HORRY

FILED  
2012 DEC 12 AM 10:45  
REGISTRAR OF DEEDS

LEASE AND  
CONTRACT OF SALE

This Lease Agreement and Contract of Sale made and entered into by and between 25 Avenue LLC hereinafter called the Lessor/Seller, and Carol Ann Honeycutt, hereinafter called the Lessee/Purchaser, for and in consideration of the terms and conditions set forth herein, **WITNESSETH**

**CONTRACT OF SALE**

- 1. Subject to the terms and conditions hereof, Seller agrees to sell and convey and Purchaser agrees to purchase the following:

The dwelling known as "The Brustman House" which is Located on the property owned by the 25 Avenue LLC. At 400 25 Avenue South, Myrtle Beach, South Carolina 29577 Block 11, Lots 7, 8, & 9, property identification number 186-04-03-014.

The house is sold with all contents being all fixtures, furnishings, appliances, equipment and supplies on the premises used in connection with the operation of the premises.

- 2. The Seller does hereby warrant that he has good and marketable title to the above house and its contents and that there are no leans or encumbrances upon the property, except the following:

NONE

- 3. The purchase price for the house is One Dollar (\$1.00) paid to Seller by Carol Ann Honeycutt. The Purchaser herewith pays a check of One Dollar (\$1.00) to the Seller.

- 5. The terms of the sale are as follows:

DEED  
3020 1007

1007

993640

FILED  
STATE OF SOUTH CAROLINA (COUNTY OF HORRY) S.C.

COUNTY OF HORRY

2015 DEC 12 AM 8:45  
REGISTRAR OF DEEDS

LEASE AND  
CONTRACT OF SALE

This Lease Agreement and Contract of Sale made and entered into by and between 25 Avenue LLC hereinafter called the Lessor/Seller, and Carol Ann Honeycutt, hereinafter called the Lessee/Purchaser, for and in consideration of the terms and conditions set forth herein, **WITNESSETH**

**CONTRACT OF SALE**

1. Subject to the terms and conditions hereof, Seller agrees to sell and convey and Purchaser agrees to purchase the following:

The dwelling known as "The Brustman House" which is Located on the property owned by the 25 Avenue LLC. At 400 25 Avenue South, Myrtle Beach, South Carolina 29577 Block 11, Lots 7, 8, & 9, property identification number 186-04-03-014.

The house is sold with- all contents being all fixtures, furnishings, appliances, equipment and supplies on the premises used in connection with the operation of the premises.

2. The Seller does hereby warrant that he has good and marketable title to the above house and its contents and that there are no leans or encumbrances upon the property, except the following:

NONE

3. The purchase price for the house is One Dollar (\$1.00) paid to Seller by Carol Ann Honeycutt. The Purchaser herewith pays a check of One Dollar (\$1.00) to the Seller.

5. The terms of the sale are as follows:

DEED  
3020 1007

1007  
K

Purchaser shall have all rights to the dwelling upon the signing of this contract and shall lease the land upon which the house sits for Two Thousand Dollars (\$2,000.00) per month according to all the terms and conditions of the lease agreement below.

6. The Bill of Sale will be signed when the dwelling is disassembled and the first part is lifted off the foundation. The house will be disassembled and moved in parts. The Bill of sale for the dwelling will be issued when the first part is lifted off the foundation. This Contract of Sale is irrevocable.
7. Should the Lessor decide to sell the property during the term of the lease or the sixty day notice to remove The Brustman House, the Lessee has first right refusal to purchase the property at the same price, terms, and conditions offered by any bona fide purchaser. If the Lessee purchases the property, a Bill of sale for this Contract of Sale will be issued and The Brustman House will not be moved.
8. Should the purchaser decide not to take the house, the house may be left on the property without further consequences to the purchaser.

## **Lease**

This Lease Agreement made and entered into by and between **25<sup>th</sup> Avenue LLC** hereinafter called the Lessor, and **Carol Ann Honeycutt**, hereinafter called the Lessee, in conjunction with the purchase of the structure known as **The Brustman House** by Lessee, for and in consideration of the terms and conditions set forth herein,

### **WITNESSETH**

The Lessor leases unto the Lessee, its successors and assigns, the land located at 400 25<sup>th</sup> Avenue South, Myrtle Beach, South Carolina, 29577, on the following terms and conditions stated, to wit:

1. The land will be leased while the Brustman House structure remains on the property.
2. The lease payment of Two (\$2000.00) Thousand Dollars per month will begin on the date of this lease agreement is executed and filed, and it will be prorated during the first month. Each month's lease payment will be due on or before the fifth day of the month or the first business day thereafter.
3. Payments are to be mailed to **25<sup>th</sup> Avenue LLC, 309 North Highland Way, Myrtle Beach SC 29572.**
4. The lease will terminate on the last day of the month in which the notice to remove The Brustman House is received, but not before March 31, 2006.
5. The lease will continue on a month-to-month bases until notice is received to remove the house.
6. Upon notice by Lessor, Lessee will have Sixty (60) Days starting on the first day of the month following the receipt of the notice to remove the structure and improvements. Notice must be served by registered mail to Carol Ann Honeycutt at The Golden Sands Inn, 2603 South Ocean Boulevard, Myrtle Beach, South Carolina 29577, or at any other address . designated. No rent will be charged on the property during the sixty day removal period. The Lessee/Purchaser will bear the cost of moving the house to a new location.

7. If the Lease continues in effect after January 1, 2007, and the Brustman House remains on the property, the Lease payment may be increased by the amount of not more than the rate of inflation determined by the Consumer Price Index for the year 2006. Each year thereafter, the Lease Payment may be increased by not more than the Consumer Price Inflation Index for the prior year. Lessor must notify Lessee of the increase in the Lease Payment by written notice, registered mail as specified above, and will begin in the month following receipt of the notice.
8. The Lessee reserves the right to cancel the lease agreement at any time, providing the Lessor sixty days notice that she intends to remove The Brustman House from the land at 400, 25<sup>th</sup> Avenue South, Myrtle Beach, South Carolina, 29577. Notice will be given by registered mail to the address designated by Lessor.
9. During the term of the Lease, Lessee will pay all utilities on the property, and will maintain Liability and Property Insurance with the Lessor named as an additional insured on the Liability insurance only.
10. The Lessee will maintain the property and yard in good condition. The Lessee has the right to put up temporary fences as required for any business operation for which it uses the property. The Lessee will also perform landscaping requested by the Lessor compensated by a pre-agreed reduction in the lease payment.

11. The Lessee will open all utilities in her name and Lessor will pay all taxes assessed on the property and premises. Any assessments or special charges assessed on the property by the city or county will be the sole responsibility of the Lessor.
12. Should the Lessor decide to sell the property during the term of the lease or the sixty day notice to remove The Brustman House, the Lessee has first right of refusal to purchase the property at same price, terms, and conditions offered by any bona fide purchaser.
13. Destruction of the property by natural disaster or human disaster automatically terminates the Lease Agreement. Lessee will receive her full insurance payment which may result from destruction of the premises by similar circumstances. In such case, Lessee will use the necessary proceeds to remove the destroyed premises from the property.
14. The terms of this agreement may be altered by mutual agreement of the Lessor and Lessee according to their mutual beneficial interests. Any and all alterations of this agreement must be made in writing.
15. The Lessee may sublease the property, with Lessor's written consent. However, the Lessee will remain responsible for the terms and will retain the benefits of this agreement.
16. Lessor shall have full access to the grounds for the purpose of advertising, sales and financing of the contemplated 25<sup>th</sup> Avenue LLC condominium project. Also any necessary attendant circumstances including, but not limited to surveying, architects and others.

To the faithful performance of each and every part thereof the  
Lessor and Lessee have caused this instrument to be executed under  
their hands and seals the 9 day of December, 2005.

By Carol Ann Honeycutt By [Signature]  
Carol Ann Honeycutt Managing Member, 25<sup>th</sup> Avenue LLC

Signed, Sealed, and Delivered  
In the presence of

~~By Commission Expires November 29, 2011~~

[Signature]

[Signature]

Witness

Witness

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me \_\_\_\_\_ the  
(1<sup>st</sup> or 2<sup>nd</sup> Witness)  
undersigned witness and made oath the (s)he was present and saw the within Grantor sign, seal and as  
his act and deed, deliver the within instrument; and that deponent with the other witness whose name is  
subscribed above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(1<sup>st</sup> or 2<sup>nd</sup> Witness)

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

OR

ACKNOWLEDGEMENT  
{#30-5-30-(C)}

I, Cetra A. Hemingway, a Notary Public do hereby certify that the within  
(print Notary's name)  
named Grantor(s) personally appeared before me this day and acknowledge the due execution of the  
foregoing instrument.

WITNESS my hand and official seal this 9 day of December, 2008

Cetra A. Hemingway  
Notary Public

My Commission Expires November 24, 2011



My Commission Expires \_\_\_\_\_

1013



REGISTER OF DEEDS  
P.O. Box 470  
1301 Second Avenue  
Conway, S.C. 29528

RETURN SERVICE  
REQUESTED

PRESORTED  
FIRST CLASS



UNITED STATES POSTAGE  
PIRNEY BOWES  
02 1A \$ 00.60<sup>8</sup>  
0004336652 JAN 30\* 2006  
MAILED FROM ZIP CODE 29526

CAROL ANN HONEYCUTT  
2603 S OCEAN BLVD  
MYRTLE BEACH, SC

295770000

29577+4733-03 0001



A. R. Ex. 8

MIDWAY SECT; LT 7,8,& 9

PIN: 44501020068 - TMS: 1860403014

Parcel

Owner

25TH AVENUE LLC  
 309 N HIGHLAND WAY  
 MYRTLE BEACH, SC 29572-3364

Neighborhood Name

Neighborhood Number 4104186

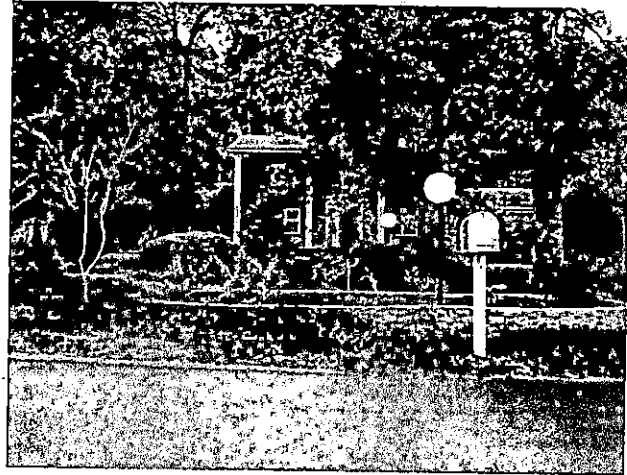
Jurisdiction Horry

Area 001

District 880 - MYRTLE BEACH

Census Tract 050800

Legal Acres 0.0000



2006

Transfer of Ownership

| Owner                 | Consideration | Transfer Date | Deed Book / Page | Deed Type       |
|-----------------------|---------------|---------------|------------------|-----------------|
| SHELLEY R E ETAL      | \$5.00        | 03/23/1988    | 1210 / 754       | Grant Deed (Gr) |
| BRUSTMAN WENDELL C    | \$5.00        | 03/23/1988    | 1210 / 754       | Grant Deed (Gr) |
| BRUSTMAN MINA LANETTE | \$5.00        | 02/19/1991    | 1451 / 686       | Grant Deed (Gr) |
| NELSON LOIS B         | \$25,805.00   | 03/25/1992    | 1540 / 6         | Grant Deed (Gr) |
| IDC DEVELOPMENT ICN   | \$5.00        | 10/01/1992    | 1603 / 584       | Grant Deed (Gr) |
| IDC DEVELOPMENT INC   | \$5.00        | 10/01/1992    | 1603 / 587       | Grant Deed (Gr) |
| 25TH AVENUE LLC       | \$795,000.00  | 06/07/2005    | 2922 / 1143      | Grant Deed (Gr) |
| 25TH AVENUE LLC       | \$795,000.00  | 06/07/2005    | 3216 / 2177      | Grant Deed (Gr) |
| 25TH AVENUE LLC       | \$0.00        | 12/31/2008    | ADMN / XFER      | Grant Deed (Gr) |
| 25TH AVENUE LLC       | \$0.00        | 12/31/2009    | ADMN / XFER      | Grant Deed (Gr) |
| 25TH AVENUE LLC       | \$0.00        | 12/31/2009    | ADMN / XFER      | Grant Deed (Gr) |

# Valuation Record

| Assessment Year | Reason for Change       | Market Value |              |                     | Land Use |              |              |
|-----------------|-------------------------|--------------|--------------|---------------------|----------|--------------|--------------|
|                 |                         | Land         | Improvement  | Total               | Land     | Improvement  | Total        |
| 2008            | Building Permits (Conv) | \$464,700.00 | \$168,700.00 | \$633,400.00        | \$0.00   | \$168,700.00 | \$168,700.00 |
| 2009            | Conversion Base         | \$464,700.00 | \$168,700.00 | \$633,400.00        | \$0.00   | \$168,700.00 | \$168,700.00 |
| 2009            | Building Permits (Conv) | \$464,700.00 | \$168,700.00 | \$633,400.00        | \$0.00   | \$168,700.00 | \$168,700.00 |
| 2010            | 2010 Conversion         | \$534,100.00 | \$168,670.00 | \$702,770.00        | \$0.00   | \$168,670.00 | \$168,670.00 |
| 2010            | Reassessment            | \$534,100.00 | \$168,700.00 | \$702,800.00        | \$0.00   | \$168,700.00 | \$168,700.00 |
| 2014            | Reassessment            | \$517,500.00 | \$127,600.00 | <u>\$645,100.00</u> | \$0.00   | \$127,600.00 | \$127,600.00 |

# Land Size

| Land Type              | Rating, Soil ID | Acreage            | Square Feet     | Influence Factor      |
|------------------------|-----------------|--------------------|-----------------|-----------------------|
|                        | - or -          | - or -             | - or -          |                       |
|                        | Actual Frontage | Effective Frontage | Effective Depth |                       |
| Comm Primary Site (CP) |                 |                    | 43124.40        | 4 Per Square Foot (4) |

# Summary of Improvements

| Id | Use    | Height          | Construction Type | Year Constructed | Effective | Condition           | Size of Area |
|----|--------|-----------------|-------------------|------------------|-----------|---------------------|--------------|
|    |        | Stories or Feet |                   |                  | Year      |                     |              |
| C  | RESSF  | 0.00            |                   | 1965             | 1985      | normal for age (AV) | 5222         |
| 01 | SHED   | 10.00           |                   | 1970             | 1970      | normal for age (AV) | 20           |
| 02 | PAVING | 0.00            | Asphalt (85)      | 1965             | 1965      | normal for age (AV) | 1374         |





Horry Common Pleas

**Case Caption:** 25th Avenue LLC VS Carol Ann Honeycutt

**Case Number:** 2020CP2605267

**Type:** Order/Electronic Form 4

So Ordered

s/ Steven H. John, Resident Circuit Judge, #129

A.R. #10

ELECTRONICALLY FILED - 2021 Sep 17 2:55 PM - HORRY - COMMON PLEAS - CASE#2020CP2605267

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

) IN THE COURT OF COMMON PLEAS  
) FIFTEENTH JUDICIAL CIRCUIT  
) CASE NO. 2020-CP-26-05267

25th Avenue LLC,  
Plaintiff,

v.

Carol Ann Honeycutt,  
Defendant.

**MOTION TO AMEND PETITION FOR  
EJECTMENT**

TO: DEFENDANT ABOVE NAMED

Plaintiff, through its undersigned attorney, hereby moves pursuant to Rule 15(a), South Carolina Rules of Civil Procedure, to amend its Petition for Ejectment to assert an additional claim. This motion will be heard before the Presiding Judge of the Fifteenth Judicial Circuit, Conway, South Carolina on a date and time as set by the Court. This motion is based upon Plaintiff asserting an additional claim of breach of contract, the inclusion of which would not be unfairly prejudicial. Said amended pleading is attached hereto.

Dated: September 17, 2021

**BURR & FORMAN LLP**

By /s/Henrietta U. Golding  
Henrietta U. Golding, SC Bar #2173  
2411 Oak Street, Suite 206 (29577)  
Post Office Box 336  
Myrtle Beach, SC 29578-0336  
Ph: (843) 444-1107  
Email: [hgolding@burr.com](mailto:hgolding@burr.com)  
*Attorney for Plaintiff*

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

) IN THE COURT OF COMMON PLEAS  
) FIFTEENTH JUDICIAL CIRCUIT  
) CIVIL ACTION NO. 2020-CP-26-05267

25<sup>th</sup> Avenue, LLC,

Plaintiff,

Carol Ann Honeycutt,

Defendant.

**AMENDED COMPLAINT  
(Non-Jury)**

The Plaintiff complaining of the Defendant, would respectfully allege unto this Honorable Court as follows:

1. Plaintiff, 25<sup>th</sup> Avenue, LLC, is a limited liability corporation incorporated under the laws of South Carolina and has its principal place of business in South Carolina.
2. Defendant, Carol Ann Honeycutt, is a citizen and resident of the County of Horry, South Carolina.

**FIRST CAUSE OF ACTION**

**(Ejectment)**

3. Plaintiff owns the property located at 400 25<sup>th</sup> Avenue South, Myrtle Beach, South Carolina, 29577 in the County of Horry, upon which a building sits.
4. Plaintiff and Defendant entered into an agreement entitled "Lease and Contract of Sale" (hereinafter "Contract") on or about December 9, 2005.
5. Pursuant to the Contract, Defendant agreed to pay Plaintiff Two Thousand and 00/100 Dollars (\$2,000.00) per month in exchange for renting the land upon which the building sits. A copy of the Contract is attached hereto as Exhibit A and incorporated herein and made a part and parcel hereof.

6. Defendant has failed to make payments for the rental due for the months of December 2019 through September 2021.

7. Defendant's failure to pay the monthly rent has deprived Plaintiff of rental income, currently in the amount of Forty-Four Thousand and 00/100 Dollars (\$44,000.00).

8. As a direct and proximate result of Defendant's breach, Plaintiff has not collected rent for twenty-two months.

9. The Contract further provides Defendant may purchase the building for one dollar (\$1.00), and the Bill of Sale would be signed to Defendant when the building is "disassembled and the first part is lifted off the foundation."

10. Defendant sent written notice to Plaintiff that she was removing the building located on the property on multiple occasions, thereby exercising her alleged right to purchase the building.

11. Defendant never removed the building and therefore breached the Contract.

12. On or about December 29, 2019, Plaintiff requested that Defendant move the building from the property, but she has failed to do so.

13. As a result of Defendant's failure to remove the building from the property, Defendant no longer has any right, title, or interest in the building.

14. Defendant's failure to pay rent and to remove the building constitute material breaches of the Contract, thereby entitling Plaintiff to an ejection of Defendant from the property subject to the Contract.

15. As a result, Plaintiff requests that this Court issue an order requiring Defendant to vacate the premises.

16. Plaintiff hereby certifies, as shown in Exhibit B attached thereto, that the property subject to the request for ejectment is not exempt under the Coronavirus Aid, Relief, and Economic Security Act.

**SECOND CAUSE OF ACTION**

**(Breach of Contract)**

17. The allegations of the First Cause of Action are incorporated herein and made a part and parcel of this Second Cause of Action.

18. According to the Contract entered into by Plaintiff and Defendant, Defendant is obligated to pay Plaintiff monthly rent, but she has failed to do so.

19. Upon information and belief, Defendant's last rent payment was in November 2019.

20. Defendant further failed to remove the building within sixty (60) days of her notice.

21. Defendant's failure to remove the building within the timeframe specified by the Contract equates a breach of the Contract.

22. The Contract further states Plaintiff may choose to sell the property and gives Defendant the right of first refusal to purchase the property at the "same price, terms, and conditions offered by any bona fide purchaser."

23. On or about December 26, 2019, a potential buyer (hereinafter "Buyer") offered to purchase the property for \$525,000.000 with financing obtained through a mortgage lender.

24. Defendant sought to exercise her right of first refusal by also tendering an offer to purchase the property for \$525,000 with financing through Plaintiff.

25. Because Defendant's offer included differing terms and conditions than the offer made by Buyer, Plaintiff rightfully refused Defendant's offer.

26. As a direct and proximate result of Defendant's breach of the Contract, Plaintiff has lost rental income.

27. Upon information and belief, as a direct and proximate result of Defendant's breach of the Contract, Plaintiff has lost a potential sale of the property.

28. Given these breaches, the Plaintiff is entitled to an order declaring that the Contract is null and void.

WHEREFORE, Plaintiff prays for the following:

- a. An order be issued which directs Defendant to vacate the property;
- b. An order declaring that Defendant has no right, title, or interest to any building situated on the property;
- c. A judgment against Defendant for all rental payments that are due and owing during the time of her occupancy, together with legal interest thereon;
- d. An order declaring that the Contract is null and void; and
- e. For such other and further relief as this Court may deem just and proper.

**BURR & FORMAN LLP**

/s/Henrietta U. Golding  
 Henrietta U. Golding, SC Bar #2173  
 2411 N. Oak Street, Suite 206 (29577)  
 Post Office Box 336  
 Myrtle Beach, SC 29578-0336  
 Ph: 843.444.1107  
 Fax: 843.443.9137  
 Email: [hgolding@burr.com](mailto:hgolding@burr.com)

*Attorney for Plaintiff*

Myrtle Beach, South Carolina

September 17, 2021

**Horry County Fifteenth Judicial Circuit - Roster Details**  
**CPNJ Motions (05/31/22 - 06/01/22) Honorable Kristi Curtis (Webex)**

|                     |                     |                          |                   |                        |                   |
|---------------------|---------------------|--------------------------|-------------------|------------------------|-------------------|
| <b>Court Agency</b> | <b>Common Pleas</b> | <b>Judge</b>             | <b>Curtis</b>     | <b>Roster Id</b>       | <b>362</b>        |
| <b>Roster Type</b>  | <b>MOTIONS</b>      | <b>Roster Begin Date</b> | <b>05/31/2022</b> | <b>Roster End Date</b> | <b>06/01/2022</b> |

Number of motions = 61

| #  | Date       | Time    | hr:mn | Description                                      | Filing Party                               | Filed Date | Case                                                                                                                                                      | Sub Type                    | Plaintiff Attorney                                                                                                                                    | Defendant Attorney                                                                                                                                                    | Notes |
|----|------------|---------|-------|--------------------------------------------------|--------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|    |            |         |       |                                                  |                                            |            |                                                                                                                                                           |                             |                                                                                                                                                       | (843) 449-4800<br>Dominic Allen Starr<br>(843) 848-6000<br>x6001<br>Taylor Kay Voegel<br>(843) 444-1107<br>Robert L. Wylie IV<br>(843) 449-4800                       |       |
| 7  | 05/31/2022 | 9:30 AM | 0:20  | Motion/Summary Judgment                          | Grand Strand Water And Sewer Authority-DEF | 01/14/2022 | 2021CP2603263<br>Fred P Norman ,<br>plaintiff, et al VS Myrtle<br>Beach City Of ,<br>defendant, et al                                                     | Personal<br>Injury 350      | O. Fayrell Furr Jr.<br>(843) 626-7621<br>Charles L.<br>Henshaw Jr.<br>(843) 626-7621                                                                  | Douglas Charles<br>Baxter (843) 443-<br>3580<br>Leslie A. Cotter Jr.<br>(803) 576-3710<br>Robert Wilder Harte<br>(803) 771-4400<br>Joseph P. McLean<br>(843) 669-2401 |       |
| 8  | 05/31/2022 | 9:30 AM | 0:30  | Motion/Alter and/or Amend Petition For Ejectment | 25th Avenue LLC-PLT                        | 09/17/2021 | 2020CP2605267<br>25th Avenue LLC VS<br>Carol Ann Honeycutt                                                                                                | Special-<br>Comp/Oth<br>699 | Henrietta U.<br>Golding (843) 444-<br>1107<br>Joseph Salvatore<br>Schillizzi (843) 444<br>-1107                                                       | Carol Ann<br>Honeycutt (843)<br>267-9154                                                                                                                              |       |
| 9  | 05/31/2022 | 9:30 AM |       | Motion/Summary Judgment                          | 15th Circuit Drug Enforcement Unit-DEF     | 03/15/2021 | 2018CP2604631<br>Darrell Green VS 15th<br>Circuit Drug<br>Enforcement Unit ,<br>defendant, et al                                                          | Person<br>Inj/Other 399     | Darrell Green                                                                                                                                         | William H. Davidson<br>II<br>(803) 806-8222                                                                                                                           |       |
| 10 | 05/31/2022 | 9:30 AM |       | Motion/Enlarge Time                              | Darrell Green-PLT                          | 05/06/2021 | 2018CP2604631<br>Darrell Green VS 15th<br>Circuit Drug<br>Enforcement Unit ,<br>defendant, et al                                                          | Person<br>Inj/Other 399     | Darrell Green                                                                                                                                         | William H. Davidson<br>II<br>(803) 806-8222                                                                                                                           |       |
| 11 | 05/31/2022 | 9:30 AM | 0:20  | Amended Motion/Summary Judgment                  | 15th Circuit Drug Enforcement Unit-DEF     | 02/25/2022 | 2018CP2604631<br>Darrell Green VS 15th<br>Circuit Drug<br>Enforcement Unit ,<br>defendant, et al                                                          | Person<br>Inj/Other 399     | Darrell Green                                                                                                                                         | William H. Davidson<br>II<br>(803) 806-8222                                                                                                                           |       |
| 12 | 05/31/2022 | 9:30 AM |       | Motion/Default Judgment                          | Steven Leo Bethea-PLT                      | 09/22/2021 | 2021CP2603996<br>Steven Leo Bethea VS<br>Robert Lettrick ,<br>defendant, et al                                                                            | Breach of<br>Cont 140       | Jon A. Ozolins<br>(843) 381-8182                                                                                                                      |                                                                                                                                                                       |       |
| 13 | 05/31/2022 | 9:30 AM | 0:30  | Motion/Summary Judgment                          | Coastal Walls And Ceilings LLC-DEF         | 01/06/2022 | 2019CP2606989<br>Cameron Village<br>Townhomes<br>Homeowners<br>Association Of Myrtle B<br>, plaintiff, et al VS<br>Beazer Homes LLC ,<br>defendant, et al | Special-<br>Comp/Oth<br>699 | John T. Chakeris<br>(843) 853-5678<br>Shaun W. Cranford<br>(803) 779-6444<br>Alicia Denise<br>Pullano (843) 853-<br>5678<br>Phillip Ward Segui<br>Jr. | Christopher M.<br>Adams (803) 256-<br>2660<br>David Allen<br>Anderson (803)<br>576-3702<br>Kelly M. Barco<br>(910) 777-5995<br>Christina Agnes                        |       |

A.R. CX 11

**Horry County Fifteenth Judicial Circuit - Roster Details**  
**CPNJ Motions (05/31/22 - 06/01/22) Honorable Kristi Curtis (Webex)**

|              |              |                   |            |                 |            |
|--------------|--------------|-------------------|------------|-----------------|------------|
| Court Agency | Common Pleas | Judge             | Curtis     | Roster Id       | 362        |
| Roster Type  | MOTIONS      | Roster Begin Date | 05/31/2022 | Roster End Date | 06/01/2022 |

Number of motions = 61

| # | Date       | Time    | hr:mn | Description                      | Filing Party                       | Filed Date | Case                                                                                                                                | Sub Type            | Plaintiff Attorney                                                         | Defendant Attorney                                                                                                                                                                                                             | Notes |
|---|------------|---------|-------|----------------------------------|------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1 | 05/31/2022 | 9:30 AM |       | Motion/Structured Settlement     | Stone Street Originations LLC-TRE  | 02/14/2022 | 2022CP2600937<br>Application of Stone Street Originations LLC and A S for Approval of Structured Settlement Payment Rights          | App/Trans/Rts (760) | G. Robin Alley (803) 252-6323 x102                                         |                                                                                                                                                                                                                                |       |
| 2 | 05/31/2022 | 9:30 AM |       | Motion/Structured Settlement     | J G Wentworth Originations LLC-TRE | 04/21/2022 | 2022CP2602465<br>Application of J G Wentworth Originations LLC and Richard Roe for Approval of Structured Settlement Payment Rights | App/Trans/Rts (760) | G. Robin Alley (803) 252-6323 x102                                         |                                                                                                                                                                                                                                |       |
| 3 | 05/31/2022 | 9:30 AM | 0:15  | Motion/Summary Judgment          | William Paul Young Pa-DEF          | 01/20/2022 | 2019CP2605896<br>Robert A Southard Jr , plaintiff, et al VS William Paul Young , defendant, et al                                   | Legal Malpract 210  | John Taylor Powell (843) 203-1029                                          | Douglas Charles Baxter (843) 443-3580<br>Leslie A. Cotter Jr. (803) 576-3710                                                                                                                                                   |       |
| 4 | 05/31/2022 | 9:30 AM | 0:30  | Motion/Judgment on the Pleadings | Daniel Rosner-DEF                  | 01/14/2022 | 2021CP2606308<br>DCA 1021 LLC VS Batten & Shaw Inc , defendant, et al                                                               | Real Prop/Other 499 | John Calvin Hayes IV (843) 805-7003<br>Nina Elizabeth Meola (603) 209-5588 | Carrie A. Fox (843) 848-6020<br>James Keith Gilliam (864) 271-4940<br>James Lamb Hills Jr. (843) 449-4800<br>Dominic Allen Starr (843) 848-6000 x6001<br>Taylor Kay Voegel (843) 444-1107<br>Robert L. Wylie IV (843) 449-4800 |       |
| 5 | 05/31/2022 | 9:30 AM | 0:15  | Motion/Entry of Default          | DCA 1021 LLC-PLT                   | 03/08/2022 | 2021CP2606308<br>DCA 1021 LLC VS Batten & Shaw Inc , defendant, et al                                                               | Real Prop/Other 499 | John Calvin Hayes IV (843) 805-7003<br>Nina Elizabeth Meola (603) 209-5588 | Carrie A. Fox (843) 848-6020<br>James Keith Gilliam (864) 271-4940<br>James Lamb Hills Jr. (843) 449-4800<br>Dominic Allen Starr (843) 848-6000 x6001<br>Taylor Kay Voegel (843) 444-1107<br>Robert L. Wylie IV (843) 449-4800 |       |
| 6 | 05/31/2022 | 9:30 AM | 0:30  | Motion/Compel Discovery          | Batten & Shaw Inc-DEF              | 03/31/2022 | 2021CP2606308<br>DCA 1021 LLC VS Batten & Shaw Inc , defendant, et al                                                               | Real Prop/Other 499 | John Calvin Hayes IV (843) 805-7003<br>Nina Elizabeth Meola (603) 209-5588 | Carrie A. Fox (843) 848-6020<br>James Keith Gilliam (864) 271-4940<br>James Lamb Hills Jr.                                                                                                                                     |       |

A.R. Ex. 12

ELECTRONICALLY FILED - 2022 Jun 30 3:11 PM - HORRY - COMMON PLEAS - CASE#2020CP2605267

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF HORRY ) FIFTEENTH JUDICIAL CIRCUIT  
Civil Action No. 2020-CP-26-05267

25<sup>th</sup> Avenue, LLC, )  
)  
Plaintiff, )  
)  
vs. )  
)  
Carol Ann Honeycutt, )  
)  
Defendant. )  
\_\_\_\_\_ )

**ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
EJECTMENT HEARING AND  
PLAINTIFF'S MOTION TO  
AMEND  
(Not Ending the Action)**

During a non-jury term of court held via Webex, this Court heard, on May 31, 2022, two outstanding motions: Plaintiff's Motion for Ejectment Hearing filed October 20, 2020; and Plaintiff's Motion to Amend its Petition for Ejectment filed September 17, 2021. Based upon Plaintiff's Motions, accompanying exhibits, the Affidavits of Richard Williams, Defendant Carol Ann Honeycutt's Answer and accompanying exhibits, and arguments of the parties, the Court grants Plaintiff's Motion for Ejectment Hearing and Plaintiff's Motion to Amend.

**I FIND AS FOLLOWS:**

1. Defendant currently resides at the property located at 400 25<sup>th</sup> Avenue South, Myrtle Beach, South Carolina ("the Property"). This Property is subject to a commercial "Lease and Contract of Sale" agreement dated December 9, 2005 ("the Contract"). Pursuant to the Contract, Defendant is obligated to pay \$2,000.00 per month in rent. Defendant admitted she has not paid rent since December 2019.

2. On February 5, 2020, Plaintiff filed an Application for Ejectment with the Myrtle Beach Magistrates Court. Defendant was served with a Rule to Vacate or Show Cause on June 16, 2020, and thereafter filed a Request for Hearing to Show Cause. A bench trial was scheduled

to be held on July 23, 2020, but Defendant first requested a continuance of the hearing and then requested a jury trial. On July 20, 2020, the Magistrates Court issued a Bond to Stay Execution, which required that Defendant pay a bond of \$14,000.00 and pay rent of \$2,000.00 per month. At a hearing that same day, Defendant withdrew her demand for a jury trial, and consequently, a bench trial commenced on July 23, 2020. However, the next day, the Magistrates Court transferred the action to the Circuit Court, followed by a written Order, dated September 1, 2020.

3. On June 8, 2021, the Circuit Court remanded the case back to Magistrates Court by Form 4 Order, noting there was no specified reason as to why the case was transferred to the Circuit Court. Later that month, on June 24, 2021, the Magistrates Court transferred the case to the Circuit Court a second time, noting the Magistrates Court lacked subject matter jurisdiction to determine the dispute over real property.

4. South Carolina Code Section 27-37-150 states in part:

After the commencement of ejectment proceedings by the issuance of a rule to vacate or to show cause as herein provided, the rental for the use and occupancy of the premises involved shall continue to accrue so long as the tenant remains in possession of the premises, at the same rate as prevailed immediately prior to the issuance of such rule, and the tenant shall be liable for the payment of such rental....”

5. Section 27-37-155(A)(1) states in relevant part:

In any action involving a commercial lease where the landlord sues for possession and the tenant raises defenses or counterclaims pursuant to this chapter or the lease agreement:

(1) *the tenant is required to pay the landlord all rent which becomes due after the issuance of a written rule requiring the tenant to vacate or show cause as rent becomes due....*

(Emphasis added.)

6. Section 27-37-155(B)(3) provides that if the tenant has failed to comply with Sections 27-37-150 and -155, the court “shall issue a warrant of ejectment and the

landlord must be placed in full possession of the premises by the sheriff, deputy, or constable.”

7. Similarly, Subsection 27-37-155(B)(5) provides that if a court orders the tenant to pay all rent due and accruing as provided by Sections 27-37-150 and -155, but the tenant fails to make such payment, “the tenant’s failure to comply entitles the landlord to execution of the judgment for possession and, upon application of the landlord,” the court must issue a warrant of ejectment and place the landlord in full possession of the premises by the sheriff, deputy, or constable.

8. - Defendant admitted at this hearing that she had not made a payment of rent since on or about December 7, 2019, and Plaintiff’s Affidavits of Richard Williams confirm Plaintiff has not received any rent payment from Defendant since December 2019. Thus, I find no additional hearing on this issue is necessary. It is therefore,

ORDERED that the Defendant is to be ejected from the Property within ten (10) days of the date of this Order and that Plaintiff’s Motion to Amend to add a claim for breach of contract is granted.

Based on the foregoing, it is ORDERED, that a Writ of Ejectment be issued against Defendant and Plaintiff’s Motion to Amend is granted. This Order does not end the action.

IT IS SO ORDERED.

\_\_\_\_\_, 2022

\_\_\_\_\_  
The Honorable Kristi F. Curtis  
Presiding Judge of the 15<sup>th</sup> Judicial Circuit



Horry Common Pleas

**Case Caption:** 25th Avenue LLC VS Carol Ann Honeycutt

**Case Number:** 2020CP2605267

**Type:** Order/Other

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

Respondent's Return  
Exhibit A  
contains all 21 pages.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO. 2020-CP-26-005267

25<sup>th</sup> Avenue LLC, )  
 )  
Plaintiff, )

vs. )

Carol Ann Honeycutt )  
 )  
Defendant )

NOTICE OF  
MOTION TO DEMAND  
DISQUALIFICATION AND RECUSAL  
OF JUDGE KRISTI CURTIS FROM  
CASE NUMBER 2020-CP-26-005267

FILED  
HORRY COUNTY  
JAN -5 P 3:56  
RENEE N. ELVIS  
CLERK OF COURT  
HORRY COUNTY, SC

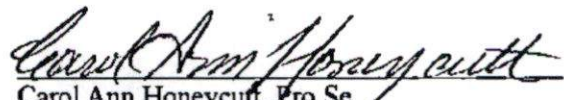
TO: THE PLAINTIFF ABOVE NAMED, and  
THE HONORABLE JUDGE KRISTI CURTIS

Defendant, Carol Ann Honeycutt, hereby moves to demand that the above noted Judge Kristi Curtis be disqualified and recused from the above named case in all related actions, motion hearings, Webex hearings, and court room hearings and trials. This demand for recusal includes the two Motions listed in the CPNJ Webex Hearings on November 29, 2022, 1:30 p.m. cited on lines 27 and line 28 of the Horry County Fifteenth Judicial Circuit – Roster Details, (11/28/22-12/01/22) between the above named parties to this case. This Webex Motion Hearing includes two motions:

- (1) Plaintiff's Motion to Dismiss Defendant's Counterclaims, and,
- (2) Defendant's Motion to Dismiss Plaintiff's Attorney,

Defendant has, in a prior motion, filed on August 2, 2022, DEMAND TO RECUSE HONORABLE KRISTI CURTIS, demanded that the Honorable Kristi Curtis recuse herself from all matters related to this case. This MOTION corrects the defects cited by Judge Curtis for denying the prior motion. This Motion cites numerous violations of laws and standards of conduct which provide sufficient legal grounds for her disqualification and recusal.

January 5, 2023

  
Carol Ann Honeycutt, Pro Se  
Post Office Box 8574  
Myrtle Beach, South Carolina, 29578  
Phone: 843-254-5951  
Email: [auso2@southcarolina.usa.com](mailto:auso2@southcarolina.usa.com)

A.R. Ex # 14  
ELECTRONICALLY FILED

25th Avenue LLC  
PLAINTIFF(S)

Carol Ann Honeycutt  
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

Defendant's motion for recusal and disqualification, filed Jan. 5, 2023, is DENIED.

ORDER INFORMATION

This order  ends  does not end the case.  See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/07/2023 .

Carol Ann Honeycutt for Carol Ann Honeycutt  
Carol Ann Honeycutt for Carol Ann Honeycutt

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

TRONICALLY FILED - 2023 Jun 08 1:10 PM - Horry - COMMON PLEAS - CASE#2020CP2605267



Horry Common Pleas

**Case Caption:** 25th Avenue LLC VS Carol Ann Honeycutt

**Case Number:** 2020CP2605267

**Type:** - Order/Electronic Form 4

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

Electronically signed on 2023-06-07 14:50:18 page 3 of 3

A.R. Ex 15

FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF Horry  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP2605267

25th Avenue LLC  
PLAINTIFF(S)

Carol Ann Honeycutt  
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

Appellant Honeycutt's First and Second Motion to Vacate the Order of June 30, 2022 are hereby DENIED. Honeycutt's Motion requesting recusal is hereby DENIED. Honeycutt has failed to set forth any legal grounds to either vacate the court's previous order or any legally sufficient grounds in support of her motion for recusal.

ORDER INFORMATION

This order  ends  does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/18/2022 .

Carol Ann Honeycutt for Carol Ann Honeycutt  
Carol Ann Honeycutt for Carol Ann Honeycutt

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2022 Aug 19 10:34 AM - Horry - COMMON PLEAS - CASE#2020CP2605267



Horry Common Pleas

**Case Caption:** 25th Avenue LLC VS Carol Ann Honeycutt

**Case Number:** 2020CP2605267

**Type:** Order/Electronic Form 4

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

# South Carolina Appellate Case Management System

CLERK'S OFFICE  
SUPREME COURT  
COURT OF APPEALS

C-Track, the browser based CMS for Appellate Courts

A.R. Ex 16

**Cases**

Case Search

Participant Search

**Disclaimer:** The information and documents available here should not be relied upon as an official record of action. Only filed documents can be viewed. Some documents received in a case may not be available for viewing. Some documents originating from a lower court, including records and appendices, may not be available for viewing.

**Case Information: 2023-001023**

|                                 |                                                                           |                            |                               |
|---------------------------------|---------------------------------------------------------------------------|----------------------------|-------------------------------|
| <b>Court:</b>                   | Court of Appeals                                                          | <b>Classification:</b>     | Appeal - Common Pleas - Other |
| <b>Short Title:</b>             | 25th Avenue, LLC v. Carol A. Honeycutt<br><a href="#">View Full Title</a> | <b>Case Status:</b>        | Held in Abeyance              |
| <b>Consolidated:</b>            |                                                                           |                            |                               |
| <b>Filed Date:</b>              | 06/23/2023                                                                | <b>Oral Argument Date:</b> |                               |
| <b>Disposition Date:</b>        | 11/09/2023                                                                | <b>Disposition Type:</b>   | Order                         |
| <b>Remittitur Date:</b>         |                                                                           |                            |                               |
| <b>Lower Court or Tribunal:</b> | Horry (2020CP2605267)                                                     |                            |                               |

Party Information

| Appellate Role | Party Name          | Former | Attorney(s)                                                                       |
|----------------|---------------------|--------|-----------------------------------------------------------------------------------|
| Appellant      | Carol Ann Honeycutt | N      | Self Represented                                                                  |
| Respondent     | 25th Avenue, LLC    | N      | Henrietta U. Golding<br>Taylor Kay Voegel<br>Joseph Salvatore Schillizzi (Former) |

**Views**

Display:

**Event Information**

| Filed Date | Event Information                                                                                                                | Doc |
|------------|----------------------------------------------------------------------------------------------------------------------------------|-----|
| 01/18/2024 | Correspondence - Incoming (Filing Fee for Respondent's Motion - Relieve as Counsel (Taylor K. Voegel))                           |     |
| 01/12/2024 | Respondent's Motion - Relieve as Counsel (Taylor K. Voegel)                                                                      |     |
| 01/08/2024 | Non-Dispositional Decision - Extension Granted                                                                                   |     |
| 01/08/2024 | Motion - Extension of Time (1st) Appellant's Reply                                                                               |     |
| 01/03/2024 | Respondent's Motion - Return                                                                                                     |     |
| 12/18/2023 | Correspondence - Incoming (Filing Fee for Motion - Extension of Time (1st) Respondent's Return)                                  |     |
| 12/18/2023 | Non-Dispositional Decision - Extension Granted                                                                                   |     |
| 12/13/2023 | Motion - Extension of Time (1st) Respondent's Return                                                                             |     |
| 12/05/2023 | Correspondence - Incoming (Cover Letter to Motion - Reinstate/ Deficiency Correction (Form and Proof of Service))                |     |
| 12/01/2023 | Transcript Documents - Copy of Transcript                                                                                        |     |
| 11/29/2023 | Correspondence - Incoming (Attachments to Motion - Reinstate/ Deficiency Correction (Form and Proof of Service))                 |     |
| 11/27/2023 | Deficiency - Correction (Filing Fee)                                                                                             |     |
| 11/22/2023 | Motion - Reinstate/ Deficiency Correction (Form and Proof of Service)                                                            |     |
| 11/21/2023 | Correspondence - Outgoing (Court's Response to Correspondence - Incoming (Appellant's Request to Be Emailed))                    |     |
| 11/20/2023 | Correspondence - Incoming (Appellant's Request to Be Emailed)                                                                    |     |
| 11/16/2023 | Deficiency - Deficiency Letter Sent (Filing Fee, Proof of Service, and Form)                                                     |     |
| 11/16/2023 | Correspondence - Incoming (Appellant's Response to Deficiency - Deficiency Letter Sent (Filing Fee, Proof of Service, and Form)) |     |
| 11/13/2023 | Transcript Documents - Transcript Delivered - Direct Appeal                                                                      |     |
| 11/09/2023 | Dispositional Decision - Order of Dismissal                                                                                      |     |
| 10/17/2023 | Correspondence - Outgoing (Transcript Overdue Letter)                                                                            |     |
| 08/28/2023 | Transcript Documents - Other Correspondence                                                                                      |     |

08/21/2023 Additional Transcript Documents - Transcript Ordered  
06/28/2023 Correspondence - Outgoing (Notice of Appeal Initial Letter)  
06/28/2023 Correspondence - Incoming (Letter from Appellant Confirming Court Received Appeal)  
06/23/2023 Additional Transcript Documents - Transcript Ordered  
06/23/2023 Transcript Documents - Transcript Ordered  
06/23/2023 Notice of Appeal (Civil) - Initial



A.R. Ex 17

June 20, 2023

Re: 25<sup>th</sup> Avenue LLC. v. Carol Ann Honeycutt  
Appeal on  
Horry County Case No 2020-CP-2605267

FILED  
HORRY COUNTY  
2023 JUN 20 P 4: 10  
RENEE N. ELYS  
CLERK OF COURT  
HORRY COUNTY, SC

Ms. Jenny Abbot Kitchings, Clerk  
The South Carolina Court of Appeals  
Post Office Box 11629  
1220 Senate Street  
Columbia, South Carolina 29201

Dear Ms. Kitchings,

Enclosed are the documents to file an appeal on the above case from the Horry County Court of Common Pleas. Also enclosed are the transcript request order and the filing fee of \$250.00. Please let me know of any additional actions I need to take to complete this process.

An appeal on a prior order was started in August, 2022. I was out of town from September 2, 2022, to September 11, 2022. Following my trip, I did not feel well. On September 14, 2022, I tested positive for covid and was ill and in quarantine until the end of September. When I recovered, I found the letters dismissing the first appeal in my post office box. No email copies of your letters were sent to me notifying me of the deadlines stated in your letter. The Respondent's attorneys were copied into the letters but did not email copies of the letters to me. (This is meant to fill you in on what happened and is not a complaint or criticism.)

This is my third attempt to obtain the transcript for this WEBEX hearing, held May 31, 2022. So, now my third attempt to order this transcript is ordered by the enclosed, completed form. Please let me know if there is any addition or correction needed.

Here is the background information. In my first order, I was unable to download and complete the Transcript Order form, so I submitted the information on the order form in a letter requesting the form. (See my enclosed letter of August 31, 2022.) This order was apparently overlooked.

My second attempt to order this transcript was on January 3, 2023, when I completed a printed order form by hand and emailed it to transcripts@sccourts.org. The office forwarded it to a service in Arizona called "eScribers." On January 11, 2023, I received an email from "eScribers" which I did not open because I did not know the source. The third week of January, I received a voice mail which I could not understand. Finally, after listening to it several times, I could pick out the word WEBEX.

A.R. Ex 17

So I called the number several times and got no answer. In February, after I called several times, someone picked up the phone and it became clear that she had received the order for my transcript request. The original amount of the estimate for the transcript was \$257.00 for a Fast Turn-around production of my transcript. I said, a regular, not rushed, turn around time was fine. I asked her to email the estimate for that service. When she "confirmed" my email she read back to me: "auso2@california..." I corrected her. She never sent the email with the non-rush price. She seemed severely impaired in both her conversation and the email communication. After seeing the multiple errors in her email of January 11, 2023, and in our conversation, I decided that this was not a reliable service to produce my transcript. Thought your office might want to have feed back on this service.

Please let me know of any additional actions I must take. Thank you for your assistance.

Sincerely,

*Carol Ann Honeycutt*

Carol Ann Honeycutt  
Appellant.  
P. O. Box 8574  
Myrtle Beach, SC 29578  
843-254-5951  
[auso2@southcarolina.usa.com](mailto:auso2@southcarolina.usa.com)

cc: Henrietta U. Golding #2173  
Taylor K. Voegel #104770  
Joseph Salvatore Schillizzi

*Mailed Decs to  
SC Appellate Ct*  
**UNITED STATES  
POSTAL SERVICE**

MYRTLE BEACH  
505 N KINGS HWY  
MYRTLE BEACH, SC 29577-6998  
(800)275-8777

| Product                                                                            | Qty | Unit Price | Price  |
|------------------------------------------------------------------------------------|-----|------------|--------|
| First-Class Mail® Large Envelope                                                   | 1   |            | \$2.22 |
| Columbia, SC 29201<br>Weight: 4.70 oz<br>Estimated Delivery Date<br>Thu 06/22/2023 |     |            |        |
| Grand Total                                                                        |     |            | \$2.22 |
| Credit Card Month                                                                  |     |            | \$2.22 |

Card # 7154  
Account # XXXXXXXXX2110  
Approval # C10242  
Transact # 848  
Receipt # 000248

**UNITED STATES POSTAL SERVICE** **POSTAL MONEY ORDER**

Serial Number: 28693044494

Amount: \$250.00  
Two Hundred Fifty Dollars and 00/100

Pay to: *South Carolina Court of Appeals*  
Address: *1220 Senator Street*  
*Columbia SC*

Memo: *App Case*

Postmark: *Myrtle Beach SC 29578*

Barcode: 1:000008002: 28693044494

---

## CLERK OF COURT DUTIES AND LOCATION

**From:** "Carol Ann Honeycutt" <auso2@southcarolina.usa.com>  
**To:** "auso2southcarolina.usa.com" <auso2@southcarolina.usa.com>  
**Date:** Jan 18, 2024 11:00:12 AM

---

1/18/24, 10:52 AM SC Judicial Department  
<https://www.sccourts.org/appeals/clerk.cfm> 1/1 © 2000-2024

South Carolina Judicial Department  
Clerk of Court

The clerk's office of the Court of Appeals

provides services to litigants, media, and members of the general public.

For appeals brought to the Court, the Clerk's Office provides the medium for transferring the legal issues from the litigants to the Judges of the Court, including any motions that may be filed.

The South Carolina Appellate Court Rules constitute the chief tool for this activity.

In applying these Rules, the Clerk's office has frequent and regular contact with the litigants, whether attorneys or individuals representing themselves.

The FAQ of the Court of Appeals contains guidance on preparing an appeal.

By assisting litigants in understanding the Rules, the Clerk's office ensures that the appeal reaches the Court in the form most accessible to the Judges, thus securing to the litigants a full and fair hearing.

The Clerk's Office further serves as the scheduling hub of the Court, working with both judges and litigants to set the hearing and submission of cases.

Decisions rendered by the judges come to the Clerk's office for filing and for transmission to the interested parties.

The Clerk's Office keeps the records of the Court and makes these records available for inspection and copying.

<https://www.sccourts.org/appeals/clerk.cfm>

## Clerk of Court

The clerk's office of the Court of Appeals provides services to litigants, media, and members of the general public.

For appeals brought to the Court, the Clerk's Office provides the medium for transferring the legal issues from the litigants to the Judges of the Court, including any motions that may be filed. The South Carolina Appellate Court Rules constitute the chief tool for this activity. In applying these Rules, the Clerk's office has frequent and regular contact with the litigants, whether attorneys or individuals representing themselves. The FAQ of the Court of Appeals contains guidance on preparing an appeal. By assisting litigants in understanding the Rules, the Clerk's office ensures that the appeal reaches the Court in the form most accessible to the Judges, thus securing to the litigants a full and fair hearing.

The Clerk's Office further serves as the scheduling hub of the Court, working with both judges and litigants to set the hearing and submission of cases. Decisions rendered by the judges come to the Clerk's office for filing and for transmission to the interested parties.

The Clerk's Office keeps the records of the Court and makes these records available for inspection and copying. These records remain open to the public during regular work hours of the Court.

### **Jenny Abbott Kitchings**

Clerk of Court

#### **Office Location:**

1220 Senate Street  
Columbia, South Carolina 29201

#### **Office Hours:**

Monday through Friday  
8:30 a.m. to 5:00 p.m.  
Excluding state holidays

**Voice:** (803) 734-1890

**FAX:** (803) 734-1839

#### **Mailing Address:**

P.O. Box 11629  
Columbia, SC 29211

#### **Filing by e-mail:**

[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)

[Map](#)

A.R. 19

REC

Jun 28 2023

SC Court of Appeals

From: Carol Ann Honeycutt  
To: Court Of Appeals Filings  
Subject: NOTICE OF APPEAL - 2020-CP-2605267, HORRY COUNTY,  
Date: Wednesday, June 28, 2023 8:40:43 AM

\*\*\* EXTERNAL EMAIL: This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Dear Ms. Kitchings,

Good morning. I hope you are doing well.

Please let me know that you received the Notice of Appeal and Attachments for 2020-CP-2605267. The post office scale indicated that it should have arrived last Thursday, June 22, 2023.

Also, please let me know the next steps in the Appeal process.

Thank you,

Carol Ann Honeycutt

Sent: Wednesday, June 21, 2023 at 10:58 AM  
From: "Carol Ann Honeycutt" <auso2@southcarolina.usa.com>  
To: ctappfilings@sccourts.org  
Subject: Fw: NOTICE OF APPEAL - PS

P.S. THE NOTICE OF APPEAL HAD A TYPO: THE NUMBER IS 2020-CP-260-5267.

Sent: Wednesday, June 21, 2023 at 10:49 AM  
From: "Carol Ann Honeycutt" <auso2@southcarolina.usa.com>  
To: ctappfilings@sccourts.org  
Subject: NOTICE OF APPEAL

Dear Tyler Clark, or Ms. Kitchings,

On June 20, 2023, I filed a NOTICE OF APPEAL on Horry County Circuit Court Case No. 2020-CP-2605267,

25th Avenue LLC. v. Carol Ann Honeycutt.

You will be receiving a paper copy of the documents and the filing fee of \$250.00 which were mailed yesterday, June 20,

2023. The NOTICE OF APPEAL and ATTACHED DOCUMENTS may be found on the Horry County Public Index, online,

under the above case number.

Thank you,

Carol Ann Honeycutt



# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

CATHERINE S. HARRISON  
DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1220 SENATE STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1839  
www.sccourts.org

June 28, 2023

Carol Ann Honeycutt  
PO Box 8574  
Myrtle Beach SC 29578

Re: 25th Avenue, LLC v. Carol A. Honeycutt  
Appellate Case No. 2023-001023

Dear Mrs. Honeycutt:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at [www.sccourts.org/courtreg](http://www.sccourts.org/courtreg). Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at [www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02](http://www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02). Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review

filings for redaction or to determine if materials should be sealed.

This is to advise that the title in the above matter has been changed to read as follows:

**25th Avenue, LLC, Respondent,**

v.

**Carol Ann Honeycutt, Appellant.**

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

A handwritten signature in cursive script that reads "Catherine Hannisai, deputy". The signature is written in black ink and is positioned above the printed title "CLERK".

CLERK

cc: Henrietta U. Golding, Esquire  
Taylor Kay Voegel, Esquire

A.R. Ex. 21

CERTIFIED MAIL & RETURN RECEIPT: 9507 1066 5857 3223 5000 93

August 11, 2023

SC APPELLATE CASE NO.:

2023-001023

Re: Appeal on

Horry County Case No 2020-CP-2605267  
25<sup>th</sup> Avenue LLC. v. Carol Ann Honeycutt

Ms. Jenny Abbot Kitchings, Clerk  
The South Carolina Court of Appeals  
Post Office Box 11629  
1220 Senate Street  
Columbia, South Carolina 29201

RECEIVED

AUG 21 2023

SC Court of Appeals

Dear Ms. Kitchings,

Enclosed is the SECOND TRANSCRIPT REQUEST ORDER for this APPEAL, filed June 20, 2023. A second request is sent because no response has been received from your office or the office which handles the production of transcripts for Webex hearings.

This is my fourth attempt to obtain the transcript for the Webex hearing, held May 31, 2022. So, now my fourth attempt to order this transcript is ordered by the enclosed, completed form. Please let me know if there is any addition or correction needed.

Ms. Bobbi Fisher is a court reporter in the Myrtle Beach area. She will transcribe the Webex hearing of May 31, 2022. Please set up the contact so that she can receive a copy of the recording from that hearing and produce the transcript.

Enclosed is a copy of an email from Ms. Bobbi Fischer indicating that she will transcribe the Hearing of May 31, 2022 held before Judge Kristi Curtis on the above numbered and captioned case.

**Please let me know of any additional actions I must take.** Thank you for your assistance.

Sincerely,



Carol Ann Honeycutt  
Appellant  
P. O. Box 8574  
Myrtle Beach, SC 29578  
843-254-5951  
[auso2@southcarolina.usa.com](mailto:auso2@southcarolina.usa.com)

cc: Bobbi Fisher: [bfisher@sccourts.org](mailto:bfisher@sccourts.org)  
Henrietta Golding, Burr+Forman  
[hgolding@burr.com](mailto:hgolding@burr.com)  
P. O. Box 336  
Myrtle Beach, SC 29578

enc: Transcript Order Form – second submission August 11, 2023  
Copy of letter of June 20, 2023 to Ms. Kitchings  
Copy of email from Bobbi Fisher

DATE DELIVERED: 6/20/2023

AFFIDAVIT OF SERVICE TO:

BURR & FORMAN  
Suite 206  
2411 North Oak Street  
Myrtle Beach, SC 29577

DOCUMENTS DELIVERED: Notice of Appeal,  
Proof of Service of  
" " " " Attachments  
Letter to Ms. Kitchings,  
Clerk of SC Appeals Court  
→ Transcript Request Form  
Order of June 8, 2023  
by Judge Curtis  
Order of August 19, 2022  
by Judge Curtis  
Order of June 30, 2022  
by Judge Curtis  
Transcript Notes from 2022

RECEIVED BY: Taylor K. Voegel DATE: 6/20/23  
TIME: 5:10 pm

DELIVERED BY: Carol Ann Honeycutt DATE: 6/20/2023  
TIME: 5:08 pm

A.R. Ex. 23

**From:** [Holmes, Tammie](mailto:Holmes.Tammie)  
**To:** [auso2@southcarolina.usa.com](mailto:auso2@southcarolina.usa.com)  
**Cc:** [Transcripts; Fisher, Bobbi; Court Of Appeals Filings](#)  
**Subject:** 25th Avenue LLC v. Carol Ann Honeycutt 05.31.2022 transcript request.  
**Date:** Monday, August 28, 2023 11:16:54 AM

---

Good morning Ms. Honeycutt.

I have been copied on a few e-mails recently from Bobbi Fisher and the Court of Appeals regarding the production of a transcript you requested.

I just wanted to let you know that your requested transcript was sent to e-Scribers on January 10, 2023 as we received a request from you on January 4, 2023 for the hearing that was heard on May 31, 2022. I also see where the transcript request that was sent to e-Scribers was cancelled due to lack of communication and payment.

I am not sure why you continue to contact Ms. Fisher since she was not the court reporter who captured the hearing nor was she sent the transcript to produce. Your communications regarding this transcript should be between [transcripts@sccourts.org](mailto:transcripts@sccourts.org) or e-Scribers.

Thank you.

Tammie M. Holmes  
Court Reporter Manager  
South Carolina Judicial Branch  
1220 Senate Street, Ste. 200  
Columbia, SC 29201  
[tholmes@sccourts.org](mailto:tholmes@sccourts.org)  
803-734-1825

EXHIBIT I

# The South Carolina Court of Appeals

25th Avenue, LLC, Respondent,

v.

Carol Ann Honeycutt, Appellant.

Appellate Case No. 2023-001023

The Honorable Kristi F. Curtis  
Horry County  
Trial Court Case No. 2020CP2605267

ORDER

Appellant has failed to provide the status of the transcript, as required by Rule 207 of the South Carolina Appellate Court Rules (SCACR) and this Court's letter dated October 17, 2023 or to file the initial brief of appellant and designation of matter as required by Rules 208 and 209 (SCACR). Accordingly, this matter is dismissed. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT  
BY Jenny A. Kitchy  
CLERK

Columbia, South Carolina

cc:  
Carol Ann Honeycutt  
Henrietta U. Golding, Esquire  
Taylor Kay Voegel, Esquire

**FILED**  
**Nov 09 2023**

STATE OF SOUTH CAROLINA  
In the Court of Appeals

RECEIVED  
JAN 26 2024  
SC Court of Appeals

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Appellate Case No. 2023-001023  
Case No. 2020-CP-26-05267

25th Avenue, LLC, ..... Respondent,

v.

Carol Ann Honeycutt ..... Appellant.

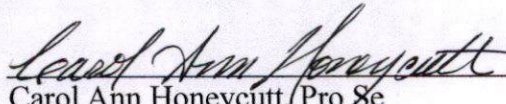
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**PROOF OF SERVICE**

---




I, Carol Ann Honeycutt, Appellant Pro Se, hereby certify that Appellant's Reply to Respondent's Return to Appellant's Motion to Reinstate was served on Respondent through his attorney, Henrietta U. Golding, of Burr & Forman LLP, on January 19, 2024, via regular U.S.P.S. Mail, postage prepaid and affixed thereto, addressed as follows:

Henrietta U. Golding  
Burr & Forman  
P.O.Box 336  
Myrtle Beach, SC 29578  
Email: [HGolding@Burr.com](mailto:HGolding@Burr.com)

  
\_\_\_\_\_  
Carol Ann Honeycutt, Pro Se  
P. O. Box 8574  
Myrtle Beach, SC 29578  
843-254-5951

ATTN:  
Jenny Abbott Kitchings  
Catherine Harrison

RECEIVED  
JAN 26 2024  
SC Court of Appeals

|                                                                                    |                                                                                                          |                                                                                               |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>P</b>                                                                           |                        | U.S. POSTAGE 1/1<br>\$10.05<br>PH<br>25577<br>Date of sale 01/19/24 03<br>02 04<br>7000392342 |
|                                                                                    | <b>PRIORITY MAIL</b> ®                                                                                   |                                                                                               |
| CAROLA HONEYCUTT<br>APPELLANT<br>PO BOX 8574<br>MYRTLE BEACH SC 29578-8574         |                                                                                                          | 1 lb 3.50 oz<br>R0C 03                                                                        |
| EXPECTED DELIVERY DAY: <input type="checkbox"/>                                    |                                                                                                          |                                                                                               |
| SHIP TO:                                                                           | CLERK JENNY A KITCHINGS<br>APPELLATE COURT<br>1222 SENATE STREET<br>APPELLATE COURT<br>COLUMBIA SC 29201 |                                                                                               |
| USPS TRACKING® NUMBER                                                              |                                                                                                          |                                                                                               |
|  |                                                                                                          |                                                                                               |
| 9505 5066 5851 4018 5310 31                                                        |                                                                                                          |                                                                                               |
|                                                                                    |                                                                                                          |            |