

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
The Honorable D. Garrison Hill

RECEIVED

SEP 17 2013

Appellate No.: 2013 - 001488
Civil Action No.: 2012 -CP - 23- 6148

SC Court of Appeals

Suntrust Bank.....Respondent

vs.

Bilal and Latoya Abdullah.....Appellants

MOTION TO DISMISS

Respondent Suntrust Bank hereby respectfully moves for dismissal of Appellants' appeal. The grounds for this motion are Appellants' failure to perfect their appeal by (1) failing to order a transcript of the proceedings which are the subject of this appeal; (2) failing to correct the deficiency of serving a Certificate of Service for their Initial Appellants' Brief; and (3) failing to abide by this Court's orders, including failing to pay the required filing fee. The accompanying memorandum of law sets forth these grounds in more detail. Further, pursuant to Rule 240(b), SCACR, this Motion automatically stays the time limits for perfecting this appeal, to include the filing of Respondent's Initial Brief, until this motion has been decided.

[SIGNATURE TO FOLLOW]

Respectfully submitted,

Sheila M. Bias

S. Nelson Weston, Esquire

Adam Tesh, Esquire

Sheila M. Bias, Esquire

RICHARDSON PLOWDEN & ROBINSON, P.A.

1900 Barnwell Street (29201)

P.O. Drawer 7788

Columbia, South Carolina 29202

803-771-4400

Counsel for Respondent Suntrust Bank

September 17, 2013

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
The Honorable D. Garrison Hill

Appellate No.: 2013 - 001488
Civil Action No.: 2012-CP-23- 6148

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SEP 17 2013

SC Court of Appeals

Suntrust Bank.....Respondent

vs.

Bilal and Latoya Abdullah.....Appellants

RESPONDENT'S MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS

S. Nelson Weston, Esquire
Adam Tesh, Esquire
Sheila M. Bias, Esquire
RICHARDSON PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street (29201)
P.O. Drawer 7788
Columbia, South Carolina 29202
803-771-4400

Counsel for Respondent Suntrust Bank

September 17, 2013

INTRODUCTION

In the instant appeal, Appellants have had numerous deficiencies in their attempt to perfect their appeal. On July 11, 2013, this Court informed Appellants their Notice of Appeal was not accompanied by the order(s) and/or judgment(s) challenged on appeal and that the required filing fee has not been paid. (Exhibit A). On August 29, 2013, this Court informed Appellants their accompanying proof of service for their Initial Appellants' Brief was not in compliance with the SCACR and that the Initial Brief was not accompanied by a Designation of Matter to be Included in the Record on Appeal. (Exhibit B). That same day, this Court denied Appellants' request to proceed *in forma pauperis* and ordered that the filing fee be paid within fifteen days of the date of that Order. (Exhibit C). On August 30, 2013, Respondent informed this Court that it appeared Appellants had not ordered a transcript as required by Rule 207(a)(1), SCACR. (Exhibit D). On September 13, 2013, Respondents received several documents from Appellants: (1) Averment of Jurisdiction –Writ of Quo Warranto, addressed to the Greenville County Clerk of Court; (2) Proof of Service for Appellants' Notice of Appeal (Exhibit E); (3) Appellants' Designation of Mater to be Included in the Record on Appeal; (4) Demand to Proceed *in Forma Pauperis* (Exhibit F); and (5) Letter to Jenny Abbott Kitchings, Clerk of Court, South Carolina Court of Appeals (Exhibit G). To date, Appellants have failed to cure many of the defects in their appeal. Accordingly, Respondent Suntrust Bank ("Suntrust") respectfully moves this honorable Court for an Order dismissing Appellants' appeal.

RELEVANT BACKGROUND

This action is essentially a breach of contract action arising out of Appellants' failure to provide payments under a promissory note agreement. On June 16, 2005, Suntrust advanced funds to Appellants, at their request, in the amount of Sixty Thousand and 00/100 (\$60,000.00) Dollars. Memorializing that transaction was a Promissory Note Agreement wherein the Appellants contracted to repay Suntrust Sixty Thousand and 00/100 (\$60,000.00) Dollars, plus interest. When payment was not made, Suntrust initiated this action in the Greenville County Court of Common Pleas. Summary Judgment was granted in favor of Suntrust, and it is from this judgment the Appellants now appeal.

ARGUMENT

Appellants have failed to perfect their appeal.

Appellants have failed to perfect their appeal in (1) failing to order a transcript of the proceedings which are the subject of this appeal; (2) failing to correct the deficiency of serving a proper Certificate of Service for their Initial Appellants' Brief; and (3) failing to abide by this Court's orders, including failing to pay the required filing fee. Because Appellants have failed to perfect their appeal, the appeal should be dismissed.

Failure to Order Transcript of Proceedings

Rule 207, SCACR provides, "Where a transcript of the proceeding must be prepared by the Court reporter, appellant **shall**, within the time provided for ordering the transcript, make satisfactory arrangements (including agreement regarding payment for the transcript) in writing with the court reporter for furnishing the transcript." (emphasis added). The rule further provides that for appeals from the court of common pleas

transcripts must be ordered within ten (10) days after the date of service of the Notice of Appeal. See Rule 207(a)(1), SCACR. Additionally, “Appellant shall contemporaneously furnish all counsel of record, the Office of Court Administration, and the clerk of the appellate court, with copies of all correspondence with the court reporter.” Id.

Appellants have failed to order the transcript of the proceeding which is the subject of this appeal. Contrary to Appellants’ assertion in their letter to The Honorable Jenny Abbott Kitchings, see Exhibit G, the transcript of the summary judgment proceeding is required for this appeal. Appellants’ Initial Brief assigns error to the trial court’s granting of summary judgment. Specifically, Appellants’ contend the trial court erred in granting summary judgment and the trial judge refused to acknowledge genuine issues of material fact Appellants wished to present to the trial court. [Initial Brief of Appellants]. The only way this Court could fully analyze these issues is through a thorough review of the transcript from the summary judgment hearing. Without the transcript, Appellants cannot carry their burden of providing this Court with a record sufficient to allow appellate review. See Hundley ex rel. Hundley v. Rite Aid of South Carolina, Inc., 339 S.C. 285, 529 S.E.2d 45 (Ct. App. 2000) (“As Appellants, Jones and Rite Aid bear the burden of providing the court with a record sufficient to allow appellate review.”).

Further, there has been no communication error or other reasonable reason to excuse Appellants’ non-compliance with the rule as the Court Reporter, Holly Jenkins, has confirmed Appellants have not ordered the transcript, see Exhibit H, and Appellants confirm that not only have they not ordered a transcript, but they do not believe one is required for this appeal. See Exhibit G. Appellants’ actions are both improper and

willful. It is Appellants' responsibility to order the transcript and they have failed to do so. Consequently, Appellants have not perfected this appeal and therefore it should be dismissed.

Failure to Correct Deficiency Regarding Certificate of Service for Initial Brief

This Court notified Appellants their Certificate of Service for their Initial Brief was not in compliance with the SCACR. Appellants have yet to correct this deficiency. While Appellants provided a certificate of service in their most recent filing, see Exhibit E, this Certificate of Service indicates it is for the Notice of Appeal, not Appellants' Initial Brief. Respondents would also note the Initial Appellants' Brief is also not dated, which makes it almost impossible to determine when Respondent's Initial Brief is due, thereby allowing Respondent to be in compliance with this Court's rules. Accordingly, Appellants have yet to properly serve the Initial Appellants' Brief upon Respondent. See Rule 208(a)(1), SCACR. As a consequence, Appellants' appeal should be dismissed. Rule 208(4), SCACR.

Failure to Pay the Required Filing Fee


Based on the correspondence between this Court and Appellants, it appears Appellants have failed to provide this Court with the required filing fee. Despite this Court's request on July 11, 2013, and this Court's denial of Appellants' request to proceed *in forma pauperis*, Appellants have still failed to comply with this mandate. Exhibit F depicts Appellants' "Demand to Proceed *In Forma Pauperis*" and is dated almost two months after this Court's initial request for the filing fee. Thus, it is apparent Appellants are still dilatory in providing this Court with the required filing fees. See Rule 203(d)(B), SCACR. Accordingly, Appellants' appeal should be dismissed. Rule

203(d)(3), SCACR.

CONCLUSION

Based on the foregoing, Respondents respectfully move this honorable Court for an Order dismissing this appeal.

Respectfully submitted,



S. Nelson Weston, Esquire
Adam Tesh, Esquire
Sheila M. Bias, Esquire
RICHARDSON PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street (29201)
P.O. Drawer 7788
Columbia, South Carolina 29202
803-771-4400

Counsel for Respondent Suntrust Bank

September 17, 2013

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas
The Honorable D. Garrison Hill

Appellate No.: 2013-001488
Civil Action No.: 2012-CP-23-6148

RECEIVED

SEP 17 2013

SC Court of Appeals

SunTrust Bank.....Respondent

v.

Bilal and Latoya Abdullah.....Respondent.

CERTIFICATE OF SERVICE

I, the undersigned, an employee of Richardson Plowden & Robinson, P.A., attorneys for Respondent SunTrust Bank, do hereby certify that I have this date served the foregoing Motion to Dismiss and Respondent's Memorandum in Support of its Motion to Dismiss by personally depositing a copy of the same in a United States Postal Service mailbox, postage prepaid, addressed to the following:

Bilal and Latoya Abdullah
7 Landing Lane
Simpsonville, South Carolina 29681


Daisy F. Bonds

Dated: September 17, 2013

EXHIBIT A



028 SunTrust
v Bilal &
Latoya
Abdullah
12-CP-23-0148

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

July 11, 2013

Bilal Abdullah
7 Landing Lane
Simpsonville SC 29681

Latoya Abdullah
7 Landing Lane
Simpsonville SC 29681

Re: SunTrust Bank v. Bilal Abdullah
Appellate Case No. 2013-001488



Dear Counsel:

Upon reviewing your notice of appeal, the following deficiency or 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:

- The notice of appeal is not accompanied by the order(s) and/or judgment(s) challenged on appeal.
- The required filing fee has not been submitted. The correct filing fee is \$100.

Very truly yours,

Jenny A. Kitchings
CLERK

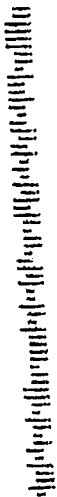
cc: S. Nelson Weston, Jr.



South Carolina Court of Appeals
 JENNY ABBOTT KITCHINGS, CLERK
 POST OFFICE BOX 11629
 COLUMBIA, SOUTH CAROLINA 29211

S. NELSON WESTON, JR.
 1900 BARNWELL ST.
 COLUMBIA SC 29201

29201260400



Hasler

07/11/2013

USPOSTAGE

\$00.46

FIRST-CLASS MAIL



ZIP 29201
 011D12602824

EXHIBIT B



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

August 29, 2013

Bilal Abdullah
7 Landing Lane
Simpsonville SC 29681

Latoya Abdullah
7 Landing Lane
Simpsonville SC 29681

Re: Suntrust Bank v. Bilal Abdullah
Appellate Case No. 2013-001488

Dear Counsel:

Upon reviewing your appellant's initial brief the following deficiency or 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:

- The accompanying proof of service is not in compliance with the SCACR. Your proof of service should be substantially in the format shown by Form 7 in Appendix C to part II of the SCACR. It was not signed.
- The initial brief is not accompanied by a designation of matter to be included in the record on appeal.

Very truly yours,

V. Claire Allan, Deputy

CLERK

cc: S. Nelson Weston, Jr.
Adam S. Tesh
Sheila Marlouvon Bias

EXHIBIT C

The South Carolina Court of Appeals

Suntrust Bank, Respondent,

v.

Bilal Abdullah and Latoya Abdullah, Appellants.

Appellate Case No. 2013-001488

ORDER

The motion to proceed *in forma pauperis* is denied pursuant to *Ex parte Martin*, 321 S.C. 533, 471 S.E.2d 134 (1995). The filing fee must be paid within fifteen days of the date of this order.

Furthermore, Respondent's motion for an extension to serve and file Respondent's initial brief and designation of matter is granted.


FOR THE COURT

Columbia, South Carolina

cc:

Bilal Abdullah

Latoya Abdullah

S. Nelson Weston, Jr.

Adam S. Tesh

FILED

August 29, 2013 *sec*

EXHIBIT D

August 30, 2013

FILE COPY

Via Hand Delivery

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

Re: ***SunTrust Bank v. Bilal & LaToya Abdulla***
C/A No.: 2012-CP-6148

Dear Ms. Kitchings:

In preparing our Initial Brief in this matter and Designation of Matter to be Included on the Record on Appeal we discovered we did not have any correspondence from the Appellant regarding the ordering of the transcript of the proceedings which are the subject of this appeal pursuant to Rule 207(a)(1), SCACR. In communication with the Court Reporter, it would appear that she has not prepared a transcript yet, as she has informed me she plans to get me a copy of the transcript within 60 days of my payment as prescribed by Rule 207(a)(2). I am writing to see if the Court has received such correspondence or any notification as to the ordering of the transcript and if you would please advise me of same. In addition, please advise if Respondents will need to file a second motion for extension of time to account for the court reporter's 60-day time frame to prepare the transcript under Rule 207.

With kind regards

Sincerely,

Sheila M. Bias

Sheila M. Bias

SMB/lhs
cc: Bilal & LaToya Abdullah
S. Nelson Weston, Esquire
Adam Tesh, Esquire

EXHIBIT E

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

D. Garrison Hill, Circuit Court Judge

CASE NO.: 2012-CP-23-6148/6149
Appellate Case No.: 2013-001488

SUNTRUST BANK,

Respondent,

Vs.

BILAL ABDULLAH AND LATOYA ABDULLAH,

Appellate(s)

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on SUNTRUST BANK by depositing a copy of it in the United States Mail, postage prepaid, on June 26, 2013, addressed to their attorney of record, S. Nelson Weston, Jr., Post Office Drawer 7788, Columbia, South Carolina 29202.

June 26, 2013

I am *Bilal Abdullah*
Al-Bilal Nashid Abdullah, Authorized Representative
Non-Assumpsit – All Rights Reserved, Without Prejudice:
c/o 7 Landing Lane
Simpsonville non-domestic near (29681)-9999
South Carolina united States of America

EXHIBIT F

In this 13th year of the 2nd millennium, ~2nd day of the 3rd Lunar Cycle(September) aka 09/02/2013.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Appellate Case No. 2013-001488

SUNTRUST BANK,

Respondent,

Vs.

BILAL ABDULLAH AND LATOYA ABDULLAH.

Appellate(s)

VERIFIED PETITION FOR WRIT OF ERROR and REDRESS OF GRIEVANCES

*DEMAND TO PROCEED IN FORMA PAUPERIS

*NOTICE OF COMPLIANCE WITH SECTION 15-53-80 SOUTH CAROLINA CODE OF LAWS(2012)

**For Service of Process to: ALL PUBLIC SERVANTS/OFFICERS
As Under Constitutional Oath
As Prima Facie Evidence for specific performance**

COMES NOW, **Al-Bilal Nashid Abdullah** petitions this Court and hereby gives notice of compliance with respect to the **constitutional challenge** brought pursuant to "*Ex parte Martin*, 321 s.c. 533, 471 s.e.2D 134(1995)" as specified in your Order dated THURSDAY, AUGUST 29, 2013 and FOR THE RECORD, *I am not an inmate.*

In response the presumed VIOLATIONS of Due Process, Substantive and, Fundamental Rights secured by the *United States Constitution* and the Constitution(Common Law) of the several STATES; We submit this Petition, *being an enjoyment and exercise of Our unconditional and Constitutionally - Secured Rights to timely and speedily enforce Due Process of Law.*

U.S. Const. Article VI, Clause 2 – "*This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or the Laws of any State to the Contrary notwithstanding.*"

S. C. Const.(2012) Art. 1 SECTION 2; Religious freedom; freedom of speech; right of assembly and petition.— "*The General Assembly shall make no law respecting an establishment of religion or prohibiting the free exercise thereof, or abridging the freedom of speech or of the press; or the right of the people peaceably to assemble and to petition the government or any department thereof for a redress of grievances.*"

S. C. Const.(2012) Art. 1 SECTION 9; "Court; speedy remedy.— "*All courts shall be public, and every person shall have speedy remedy therein for wrongs sustained.*"

The U.S. Supreme Court has ruled that a natural individual entitled to relief is entitled to free access to its judicial tribunals and public offices in every State. Crandall v. Nevada, 73 US (6 Wall) 35.

Also see the following STATE Constitutions which declares the right and justice administered without sale, denial, or delay: Colorado Constitution Art 2 § 6; Connecticut Constitution Art 1 § 10; Delaware Constitution Art 1 § 9; Florida Const. Art 1 § 21; Idaho Const. art 1 § 18; Indiana Const. art 1 § 12; Kansas Const. Bill of Rights § 18; Kentucky Const. § 14; Louisiana Const. art 1 § 22; Maine Const. art 1 § 19 and § 20; Maryland Const. Declaration of Rights art 19; Massachusetts Const. art XI; Minnesota Const Art 1 § 8; Montana Const. Art. II § 16; Nebraska Const. Art 1 § 13; New Hampshire Const Bill of Rights § 14; North Carolina Const. Art 1 § 18('favor' per definition includes sale, etc.); North Dakota Const. Art. 1 § 16; Ohio Const 1.16; Oregon Const. Art. 1 § 10; Pennsylvania Const. Art. 1 § 11; Rhode Island Const. Art 1 § 5; South Dakota Const. Art VI § 20; Tennessee Const. Art 1 § 17; Utah Const. Art. 1 § 11; Vermont Const. Ch. 1 Art. 4; Washington Const. Art. 1 § 10; West Virginia Const. Art. III § 17 and Wyoming Const Art 1 § 8: pursuant to SC Code § 19-3-120 (2012); "Every court of this State shall take judicial notice of the common law and statutes of every state, territory and other jurisdiction of the United States when such common law or statutes shall have been put in issue by the pleadings."

In Ex Parte: Martin v. State, 321 S.C. 533, 471 S.E.2d 134 (1995), The supreme court held: "In the absence of a statutory provision allowing the general waiver of filing fees, we conclude motions to proceed in forma pauperis may only be granted where specifically authorized by statute or required by constitutional provisions." Id. at 535, 471 S.E.2d at 134-35 (citations omitted); also see Boddie v. Connecticut, 401 U.S. 371, 91 S.Ct. 780, 28 L.Ed.2d 113 (1971).

*The fees/costs(to SALE) and acts imposed seems to reduce an individual's constitutionally guaranteed right of access to the courts **PEACEABLY**(avoiding contentious situations) for the redress of any injury and to the administration of justice, to something other than the individual right that it is. Pursuant to these fundamental rights access to the court should be allowed. See Boddie, 401 U.S. at 377. The existences of such fundamental rights are matters governed by substantive law by rightful due process. "Potentially, any deprivation of personal liberty can be tested by habeas corpus," and it often is called the "great writ." **Legal Maxim: "Courts are for the people to command the power of the State."***

In an effort to settle this matter in the most efficient manner possible, I can accept your offer/order upon providing proof of claim(written opinion) of all the following conditions:

- 1. The requested "COURT FEES" are not an attempt to 'DENY' the People their Rights of Access to the Court for administered justice?*
- 2. The requested "COURT FEES" are not an attempt to 'DELAY' the People their Rights to Access the Court for administration of justice?*
- 3. The requested "COURT FEES" are not an attempt to breach the Peoples **peaceable right** to Petition the Court.*
- 4. The requested "COURT FEES" are not an indication to the People their Rights to Access the Court for administered justice is 'FOR SALE'?*

Legal maxim: "Unjust is State power where the law is either uncertain or unknown."

The constitutional requirement of due process and the safeguarding of the liberty of the citizen against deprivation through the action of a state embodies the fundamental conceptions of justice which lie at the base of the civil and political institutions in the United States. Mooney v. Holohan, 294 U.S. 103, 55 S.Ct. 340, 79 L.Ed. 791 (1935).

The right to be free from unlawful detention has been interpreted to mean not only that the government may not deprive a person of liberty without Due Process of Law, but also that a citizen has a right "to be free in the enjoyment of all his faculties; to be free to use them in all lawful ways; to live and work where he will; to earn his living by any lawful calling; and to pursue any livelihood or vocation"

United States Constitution (Bill of Rights) Amendment IX

"The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people"

S.C. Const.(2012) Art. 1 SECTION 1 *"Political power in people.— All political power is vested in and derived from the people only, therefore, they have the right at all times to modify their form of government.."*

Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. Miranda v. Arizona 384 US 436, 125.

WHEREFORE; based upon the **forementioned grounds and Authorities** presented herein, the Petitioner(s) **moves this Honorable Court to enter an Order for Appellants to proceed in forma pauperis** for the presumed Rights of DUE PROCESS and the CONSTITUTIONAL Restraint of my Liberty, Pursuant to U.S. Const. and S.C. Const.(2012): we shall demand to proceed in forma pauperis; by way of infringements upon Our liberties; and for the mental anguish imposed upon us by **being forced under threat, to answer to 'colorable' actions, caused by Agent(s) or persons, who concurred in their 'agreed' actions to cause my private, Divine Rights, Civil Liberties, Pursuit of Happiness, Security of Personalty or Property, etc.; to be infringed upon, confiscated, arrested or restrained in any manner, by any acts, actions, and/or processes that, in any respect, violates the BILL OF RIGHTS or the SOUTH CAROLINA DECLARATION OF RIGHTS.** A plain/fundamental error is often said to be so obvious and substantial that failure to correct it would infringe a party's due-process rights and damage the integrity of the judicial process. See Fed. R. Evid. 103(e). The existence of such rights is a matter governed by substantive law. ***A response is required within ten(10) days upon receipt, responding on a point-by-point basis.

Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.

I declare UNDER PENALTY OF PERJURY within the laws of the UNITED STATES CODES that the above is true and correct to the best of my own personal knowledge and honorable intent. **SO HELP ME GOD!!!**
RESPECTFULLY PRESENTED.

CERTIFICATE OF SERVICE

UNDER PENALTY OF PERJURY within the laws of the UNITED STATES CODES, I HEREBY CERTIFY that a true and correct copy will be furnished by hand delivery in court or by U.S. mail delivery to: **Jenny Abbott Kitchings, Clerk of Court, P.O. Box 11629, Columbia, South Carolina 29211; S. Nelson Weston, Jr. - Richardson Plowden & Robinson, P.A., P.O. Drawer 7788, Columbia, South Carolina 29202; State of South Carolina Attorney General, The Honorable Alan Wilson, Rembert Dennis Building, 1000 Assembly Street Room 519, Columbia, South Carolina 29211. South Carolina Secretary of State, 1205 Pendleton Street, Suite 525, Columbia, South Carolina 29201**

I am: Al-Bilal Nashid Abdullah
Al-Bilal Nashid Abdullah, Authorized Representative
Non-Assumpsit – All Rights Reserved, Without Prejudice:
c/o 7 Landing Lane
Simpsonville non-domestic near (29681)-9999
South Carolina united States of America

IN THE NAME OF THE ALMIGHTY!!!

NOTARY PUBLIC

In the State of **South Carolina**, County of **Greenville**

BEFORE ME personally appeared Al-Bilal Nashid Abdullah, affirmed and subscribed in my presence this 7 day of Sept, 2013.

[Signature]
Notary Public

Personally Known _____ OR Produced Identification - Type Produced: SCDC



EXHIBIT G

In this 13th year of the 2nd millennium (prophesied rule by Jesus), 8th day of September aka 09/08/2013

Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

RE: SUNTRUST BANK
VS: BILAL ABDULLAH AND LATOYA ABDULLAH
CASE NO.: 2012-CP-23-6148/6149
APPELLATE CASE NO. 2013-001488

Dear Jenny Abbott Kitchings,

Enclosed is our **PROOF OF SERVICE, DESIGNATION OF MATTER, and VERIFIED PETITION FOR WRIT OF ERROR**. File the original and by copy of this letter, we have served the Attorneys of the Plaintiff. We have also included an **AVERMENT OF JURISDICTION – WRIT OF QUO WARRANTO**, which was also sent to the lower court and needs to be addressed before any further proceedings.

In response to the letter received by SUNTRUST BANK Attorney's regarding the transcript, their further attempt to extend the time for the appeal shows their attempt to cause harm and prejudice the case. The initial extension was issued without any "good faith" correspondence with me. There are no new arguments to present on this appeal. The more time this is extended is an attempt to **exhaust the case, causing harm against my liberty, further attempt to delay the proceedings and causing prejudice for my defense**. There has been more than enough time for them to prepare the Initial Brief with the initial 30 days and the extension just recently granted. Pursuant to Rule 208(a)(1) SCACR, no transcript was ordered. Also, in the Designation of Matter included with this letter a transcript is not included. Allowing a second extension for the Respondents will continue to threaten my "fundamental rights" and my life, liberty, and pursuit of happiness.

S. C. Const.(2012) Art. 1 SECTION 9; "Court; speedy remedy.— "All courts shall be public, and every person shall have speedy remedy therein for wrongs sustained."

Thank you for your assistance in this regard. If there are any questions or comments please call.

I Am: Bilal Abdullah

Bilal Nashid Abdullah, Authorized Representative:
In Special Appearance under Threat, Duress and Coercion
Non-Assumpsit – All Rights Reserved, Without Prejudice:
c/o 7 Landing Lane
Simpsonville Non-Domestic near (29681)-9999
South Carolina United States of America

EXHIBIT H

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
The Honorable D. Garrison Hill

Appellate No.: 2013 - 001488
Civil Action No.: 2012 -CP - 23- 6148

Suntrust Bank.....Respondent

vs.

Bilal and Latoya Abdullah.....Appellants

AFFIDAVIT OF SHEILA M. BIAS, ESQUIRE

I, Sheila M. Bias, being duly sworn, certify and state the following based on my personal knowledge:

1. I am a citizen and resident of the state of South Carolina and am an attorney licensed to practice in the state of South Carolina.
2. Attached as Exhibit 1 and incorporated herewith as if repeated verbatim is a copy of the email exchange I had with Hollie Jenkins, Court Reporter, regarding whether Appellants had ordered the transcript of the proceedings which are the subject of this appeal. Ms. Jenkins confirmed Appellants had not ordered the transcript.
3. I have not been copied on any correspondence between Appellants and any Court Reporter regarding the ordering of the transcript from the proceedings which are the subject of this appeal.

FURTHER THE AFFIANT SAYETH NOT.

Sheila M. Bias
Sheila M. Bias

Dated:

9.10, 2013

SWORN to and subscribed before me
this 16th day of Sept., 2013

[Signature]
Notary Public for the State of South Carolina
My Commission Expires: 2/2/2015

Sheila Bias

From: Jenkins, Hollie M. <HJenkins@sccourts.org>
Sent: Thursday, September 12, 2013 9:42 AM
To: Sheila Bias
Subject: RE: Transcript Order - Suntrust Bank v. Bilal & LaToya Abdullah - C/A 2012-CP-6148
Attachments: image001.jpg

The Abdullah's have not ordered the transcript.

Hollie Jenkins
Circuit Court Reporter
P.O. Box 16506
Greenville, SC 29606

From: Sheila Bias [SBias@RichardsonPlowden.com]
Sent: Thursday, September 12, 2013 9:05 AM
To: Jenkins, Hollie M.
Subject: Transcript Order - Suntrust Bank v. Bilal & LaToya Abdullah - C/A 2012-CP-6148

Ms. Jenkins,

I am in receipt of your August 30, 2013, letter advising me on the cost of the transcript for the hearing in this matter. From your letter it appears as if the Abdullah's have not already ordered the transcript of the hearing and I just wanted to check to see if that was correct. Under the Appellate Court rules, transcript orders for Appellants are covered under the 60 day rule, but not Respondents. In my experience it tends to be a lot quicker of a turn-around for a Respondent's request since the transcript will have already been prepared for the Appellant. Would you please confirm for me whether the Abdullahs have ordered a transcript of this proceeding already?

Thank you so much!
Sheila

HOME<<http://www.richardsonplowden.com/>>

VCARD<http://www.rpcrlaw.com/vCard/sheila_bias.vcf>

LOCATION<<http://www.rpcrlaw.com/offices.php>>

[http://www.rpcrlaw.com/images/card_logo.jpg]

Sheila Bias
Attorney at Law
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September 17, 2013

VIA HAND DELIVERY

The Honorable Jenny A. Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

Re: *SunTrust Bank v. Bilal & LaToya Abdulla*
Appellate No.: 2013-001488
C/A No.: 2012-CP-6148

Dear Ms. Kitchings:

As counsel for the Respondent SunTrust Bank, I have enclosed for filing an original and seven copies of our Motion to Dismiss in the above referenced matter, along with our original Certificate of Service. I would request that the additional copy of our Motion to Dismiss and would request that it be file stamped and returned to our courier. Also enclosed is a check for \$25.00 for the filing fee.

We are this day serving a copy of our Motion to Dismiss on the *pro se* Appellants.

Thank you for your assistance.

Sincerely,



Sheila M. Bias
SC Bar # 100005

SMB/dfb
Enclosures

cc: Bilal & LaToya Abdullah (w/enclosure)
Adam Tesh, Esquire (w/o enclosure)
S. Nelson Weston, Esquire (w/o enclosure)

RECEIVED

SEP 17 2013

SC Court of Appeals