

**Jan 15 2025**

**REQUEST FOR CLARIFICATION  
REGARDING JAN 14<sup>TH</sup> ORDER DENYING  
APPELLANT'S MOTION FOR TRANSPORTATION OF THE ORIGINAL EXHIBITS**

January 15, 2025

The Honorable H. Bruce Williams, Chief Judge;  
The Honorable Jenny Abbott Kitchings, Clerk of Court,  
The South Carolina Court of Appeals  
Email: ctappfilings@sccourts.org

Re.: Olga Teslenko v. Joe Kocsis; Appellate Case No. 2024-001734.

Dear Chief Judge Williams,

I am writing to respectfully request clarification on this Court's Order dated Jan 14<sup>th</sup> denying my motion for transportation of the original exhibits in the above-captioned case. Specifically, I am seeking clarification regarding the following five questions:

1. Due to ignorance and upon instruction by the circuit court clerk's office, all of the exhibits I filed with the circuit court on 7.22.2024 (prior to my hearing) were filed within a Letter Submitting Exhibits Omitted in Lower Court's Return in the form of "a flash drive and printed documents the same way I submitted it to the Magistrate court originally". Please see the scanned image of my flash drive as it was filed with the circuit court, and the Letter, enclosed below. All of these exhibits had been admitted at trial in the magistrate court as evidenced by the Plaintiff's statement returned by the magistrate and magistrate's summary returned by the magistrate. The Plaintiff's statement, returned by the magistrate, is enclosed below. Due to ignorance, all of my exhibits admitted at trial in the magistrate court, were not numbered. Consequently, the same exhibits filed with the circuit court were also not numbered. I explained the same, later, to the Honorable circuit court judge at my hearing. The circuit court hearing transcript is enclosed here

below. Yet the wording in this Court's order appears to suggest that none of my exhibits thus admitted at trial and filed with the circuit court may be included in the record on appeal because they were not numbered<sup>1</sup>. Is this interpretation correct?

2. All of the exhibits I filed with the circuit court were admitted at trial in the magistrate court, yet this Court has denied my motion for transportation because these exhibits were not numbered<sup>2</sup>. Does that mean there is absolutely no way I may include my flash drive, filed with the circuit court, in the record on appeal?
3. Can my flash drive still be transported to this court for review based on its scanned image, scanned as it was filed with the circuit court? (see below).
4. Can my paper exhibits still be transported to this court for review all together based on the total number of pages filed with the circuit court? Currently, the document filed in the circuit court filing system on 7.22.2024 as Letter Submitting Exhibits Omitted in Lower Court's Return contains 83 pages and a flash drive. Can all 83 pages and the flash drive be transported to this court for review, as one packet?
5. All of the paper exhibits I filed with the circuit court were admitted at trial in the magistrate court but scanned to become completely illegible in the circuit court filing system, as is demonstrated in my motion for transportation. Even if I include all such exhibits in my designation of matter, won't they be provided in their spoiled, illegible, form to be included in my record on appeal?

Please let me know if my interpretations above are correct. This court's Order has the effect of finally deciding my appeal because it summarily excludes from the record all of my essential evidence on an insubstantial pretext, even though this evidence was timely filed. By excluding all of my essential evidence, this Court will be committing the same error of law as was committed at the circuit court, - the violation of the S.C. Code Section 18-7-130, which requires that an appeal case be heard by the appellate court based on all the essential exhibits in the case. By excluding all of my essential evidence, this Court would be adjudicating my appeal on a woefully incomplete record. Essentially, none of my evidence will be included in the record on appeal. This violates my right to introduce evidence, my right to be heard and to state the merits of my appeal, and my right to an equal protection of the law, and reinforces the manifest injustice which has grave, immediate ramifications on public interest. The entire local

community in which I live knows of the continuous blatant discrimination, abuse and plunder, of which this appeal exposes only a small portion. If this Court reinforces the same manifest injustice and illegal practices as were reinforced at the trial court, public trust in the State government will be damaged even deeper than it has already been damaged.

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<sup>1</sup>“Although Appellant provided a detailed list of the items she wishes to have transported to this Court, she did not provide any specific exhibit numbers, which are required for identification by the circuit court Clerk of Court. .... To the extent Appellant wishes to have item [...] transported to this Court for review, she must provide the exhibit number from the circuit court”. Order filed Jan 14, 2025.

<sup>2</sup> Accordingly, Appellant's motion for transportation of exhibits from the circuit court is denied”. Order filed Jan 14, 2025.

Sincerely,

s/ Olga Teslenko

Olga Teslenko

100 Fountain Pointe Ln, Unit 103,

Myrtle Beach, South Carolina 29579,

Telephone: (510) 388-2780,

Email: osenochen@gmail.com,

Dated: January 15<sup>th</sup>, 2025.

Pro Se Appellant.

Enclosed:

1. Letter Submitting Original Exhibits Omitted in Lower Court’s Return, filed on 7.22.2024, pg. 84, Plaintiff’s Flashdrive;
2. Return from Magistrate Court, filed on 5.29.2024, left-most document, pp. 22-26, Plaintiff’s Statement.
3. Circuit court hearing transcript.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Olga Teslenko  
APPELLANT

VS.

Carpet King & Flooring, Joe Kocsis  
RESPONDENTS

2024CP2602983  
COMMON PLEAS CASE NUMBER

2023CV261093695  
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

LETTER TO THE  
CLERK OF COURT

July 22, 2024

Mme. Rene N. Elvis,  
Horry County Clerk of Court  
P.O. Box 677  
1301 2nd Avenue  
Conway, South Carolina 29526

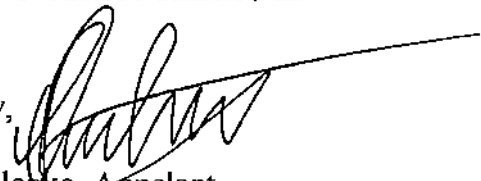
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HORRY COUNTY  
2024 JUL 22 P 2 15  
RENEE N. ELVIS  
CLERK OF COURT  
HORRY COUNTY SC

RE: Olga Teslenko, Appellant, VS. Carpet King & Flooring, Joe Kocsis,  
Respondent,

Dear Madame Clerk of Court,

I would like the Judge in my case to review the evidence which I submitted to the Magistrate, Honorable Judge Christopher Arakas, at my court hearing in the Magistrate Court, and which has been omitted in the return documents, returned by the Magistrate. Without this evidence, the matter of my appeal cannot be ascertained, and therefore a risk of miscarriage of justice exists. This evidence is included in a flash drive and printed documents the same way I submitted it to the Magistrate court originally. I would like to propose to include this evidence in the Record of Appeal as the evidence omitted in the Magistrate Return.

Sincerely,



Olga Teslenko, Appelant,  
100 Fountain Pointe Ln, Unit 103,  
Myrtle Beach, SC, 28578

July 22, 2024

Enclosed:

Flash drive

Olga Teslenko's Magistrate Court statement and supporting documents

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2024 MAY 23 P 4: 19

RENEE N. ELVIS  
CLERK OF COURT  
HORRY COUNTY, SC

Civil Case #: 2023CV261093695

Olga Tesleno's Statement.

Your Honor, a flooring contractor, Mr. Joe Kocsis, who I paid \$3400 to install direct glue vinyl plank flooring in two rooms in my condo, did not carry out his contract (please see **Folder #1** for contract and payments).

I am aware of the SC law which provides the contractor with the Right to Cure a defect. However, this is not a situation of a construction defect. On November 9, 2023, Mr. Kocsis violated all of the industry requirements for the installation of direct glue LVP flooring, and thus failed to carry out his contract. Nearly all of the planks Mr. Kocsis layed on the concrete slab in my condo, have lifted off within the first ten days after the installation (please see **Folder #2** for my date-stamped pictures and videos, as well as the two videos from the NFCA Reference Manual showing a failed bond test and a passed bond test, for comparison). I informed Mr. Kocsis of these problems, and on Novemembr 16, a week after his installation, he came to inspect it. During his inspection, Mr. Kocsis said that "this is normal", and admitted that they didn't prepared the concrete subfloor (please see **Folder #3** for my date-stamped pictures of the concrete slab before and after the installation, as well as a photo from the NFCA Reference Manual showing a properly prepared concrete slab, for comparison). During his inspection, Mr. Kocsis admitted that they didn't roll the installation, which is why he finally agreed to return my money (please see **Folder #4** for the enclosed audio record of Mr. Kocsis' inspection and admissions). The following day Mr. Kocsis changed his mind and tried to bully me into accepting his installation and into dealing with strange unknown people. I consulted the SC Residential Construction Standards for Resilient Flooring (please see **Folder #5** for the enclosed SC Residential Construction Standads, which are also included in your printed package), as well as Shaw installation instructions (please see **Folder #6** for Shaw installation instructions, adhesive specifications, and material specifications, which are combined in a single document (**All Instructions.PDF** and included in your printed package), all of which confirmed that this is not a defect but a complete breach of contract. The SC Residential Construction Standards define loosening of the resilient flooring to be a defect **only** if it occurs after the

normal warranty period of one year: **"Resilient flooring should not loosen during the normal warranty period"**. As you could see in my date-stamped photos and videos, these planks not only loosened but came off (please see Folder #1 again). Normally, a bonded vinyl plank will not come off easily or in one piece (please see the Bond Test videos and photo taken from the NFCA Reference Manual, which is enclosed in **Folder #7**). I therefore filed a complaint with the SC department of LLR (**Folder #8**), and hired an independent flooring inspector, recommended by the manufacturer and certified by FCITS (**Folder #9**). The Shaw-recommended, FCITS-certified independent inspector found that **"all the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. The installers did not follow the required protocol and guidelines set forth by the manufacturers"**. The complete inspection report is enclosed in Folder #9 on the flashdrive.

In addition, there was a strong smell of maryjuanna present on the day of the installation in my family room. This, and some other evidence discovered later (enclosed in **Folder #10**), suggest Mr. Kocsis acted in bad faith from the beginning and his negligence is intentional. The fact remains that all of the area described in his offer E176 has not been installed (please see **Folder #1** again for contract and payments). I ask that Mr. Kocsis return the money I paid him for this failed installation and the money I paid to hire an independent inspector, \$3830 in total, as soon as possible. I am disabled, my disability benefit is small, I need to recover this money in order to install flooring on the bare slab in my condo.

Let me elaborate.

In October of last year, I collected bids to install glue-down LVP flooring, manufactured by Shaw, in two rooms in my condo. Half of my condo was already done in this same vinyl plank installed the same way (direct glue-down) several years ago by the previous owners. So I saved up enough money, and called several flooring contractors requesting bids to install the same model flooring in the rest of my condo. On 10/31, Mr. Joe Kocsis came to my home and presented himself the owner of Carpet King and Flooring. He conducted the necessary measurements and discussed with

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JIMMY S. ELVIS  
CLERK OF COURT

me my need to install this flooring correctly. He assured me he has the expertise, and the following day emailed me his offer #E176 for this LVP glue-down installation. I enclose here the Shaw Floors "Installation Guidelines For Residential Resilient Direct Glue" installation method to show what is defined as LVP glue-down installation. Please see the All Instructions document in Folder #6 for this definition. I accepted to Mr. Kocsis' offer, and asked Mr. Kocsis if it needed to be signed. He said he only needed my first payment, and the following day I delivered to Carpet King and Flooring my first payment of \$1700 (see Folder #1 again).

On the day of the installation, on November 9 of last year, the LVP material was brought in at noon and installed immediately. At the end of the day Mr. Kocsis reported the installation to be completed, and requested that I write out my second check to his name personally, which I did. Mr. Kocsis said he will come by the following day to install the end cap for the sliding door, which in his words was the only remaining part of the contract. The following day he reported ill and requested a week to get better. During that week all of the planks in my family room started to peel and lift off, as well as most of the planks in my master bedroom. I tripped over them, they squelched under foot, or they gaped in sight. I reported these problems to Mr. Kocsis, who came to inspect them on November 16, a week after the installation. Mr. Kocsis came bearing an end cap for the sliding door which he said needed to be installed to completely finish the contract. In the flashdrive, in Folder #4, I enclose a complete audio record of his inspection. with short characteristic segments copied for convenience. During his inspection, Mr. Kocsis said that the peeling and lifting was the adhesive's fault, or that it was due to the old carpet glue which was on the subfloor, that this is normal and an easy fix, and that they can patch up the peeling spots, and they may need to bring a roller this time, which they didn't have before, but it looks like it would help, and if I insist they would even bring a straightedge, but that I shouldn't look for more peeling planks or collect them. I disagreed on all counts, pointing out that it looks like too little glue has been used for this installation area, and that nearly every plank is peeling fully off. At that point Mr. Kocsis admitted he is not the owner of Carpet King & Flooring, and asked if I would please give him a second chance. I explained that I am not in the position to give second chances, unfortunately. At which point Mr. Kocsis agreed to return my money. We agreed. However later

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that day, Mr. Kocsis sent me a text in which he asked for the opportunity to "fix this". In the following few days, most planks lifted off with no glue on the back, while some planks had faint trowel marks which showed to be half of the required size and not rolled, yet other planks showed patches of old paint or old glue. I researched, and discovered that the concrete subfloor in my condo has not been prepared to the Shaw instructions, that the wrong trowel size has been used, which dispersed too little glue, and that the installed planks were not rolled, as required by the installation instructions. All of this failed to create adhesive transfer to the back of the planks. Since none of the installation has been done according to the industry guidelines and Shaw instructions, and since Mr. Kocsis knowingly acted in bad-faith from the beginning, I refused to give Mr. Kocsis a second chance. This was a case of a completely breached installation, not a defect. I filed a complaint with the SC department of LLR, and filed a claim with this court. I sought the manufacturer's instructions and contacted Shaw customer support to obtain clarifications. Finally, I hired a Shaw-recommended certified flooring inspector to conduct an independent inspection. The inspection found the following:

- All the problems at this jobsite indicate a failure to comply to the installation guidelines as required by the manufacturer. All the problems inspected are jobsite and installation related issues. The installers did not follow the required protocol and guidelines set forth by the manufacturers.
- The substrate was not smooth, clean, and free from all foreign materials such as dust, old adhesive, old paint, etc. The porous and cracked concrete sub floor has absorbed the glue and the subfloor was not properly prepared for the luxury vinyl plank.
- The sub floor has depressions, dips, and valleys over 5/16" in a 6'7" radius. Pictures indicate the major floor deviations and dips that needed to be corrected prior to the install. All the perimeter tackstrip holes, cracks, and deviations were not appropriately patched, prepared, or primed.
- No bond testing was performed! Set a minimum of three planks in the adhesive overnight. If the planks are stuck, or the plank has adhesive transfer onto the back, this indicates a good bond.
- Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.

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~~• Substrate porosity was not determined. Wrong size trowel was used. The installers did not determine the porosity of the concrete subfloor and used the wrong trowel size in one room. The water drop test indicates this is a porous substrate. Vinyl tile and plank to be installed over a porous substrate require a 1/16" sq. notch trowel. This installer used a 1/32" trowel in the family room. This led to insufficient adhesive transfer to the backs of the planks.~~

~~• This installation was not rolled. The trowel or glue did not appear pressed or smudged which would indicate that the products were not rolled with a 100lbs. roller to create transfer, as required by the manufacturer's instructions. After the installation of floor covering, roll floor covering with a 75-100lbs. roller. These installers did not roll the installed floor covering with a required roller. The installed planks did not have glue transfer on the back. The planks in the full length of the install were lifting and peeling up. The edges are continuously lifting throughout the installed areas and creating a severe tripping hazard.~~

~~• The previously installed vinyl planks in the foyer were glued down using a 1/16" trowel, and rolled, and these planks are not peeling or lifting.~~

I have provided this court with several physical vinyl planks which were used in that installation, and which contain some traces of old paint, or wrong trowel marks, which can be ascertained with the two trowels included.

I have a neurological disability which makes it impossible for me to earn money now. I can only save money month to month but my Disability pension is small, which is why I moved to the state of SC.. I must recover the money I paid Mr. Kocsis in order to install flooring in my condo. Your Honor, I am asking not only for the \$3400 I paid Mr. Kocsis, but also for the \$430 inspection fee, and I am asking you to include provisions for this money to be repaid promptly and definitely.

Thank you very much for your time and consideration,  
Olga Teslenko

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CLERK OF COURT  
HORRY COUNTY, SC

1 STATE OF SOUTH CAROLINA ) IN THE SOUTH CAROLINA CIRCUIT COURT 15  
2 COUNTY OF HORRY ) COURT C.A NO. 2024-CP-26-02983

3  
4 Ogla Teslenko, )  
5 Plaintiff, )  
6 Versus )  
7 Carpet King & Flooring, Joe Kocsis )  
8 Defendant. )

9  
10 H E A R I N G

11  
12 DATE: August 21, 2024

13  
14 LOCATION: South Carolina Circuit Court 15

15  
16 JUDGE: Dale Van Slambrook

17  
18 TRANSCRIBED BY: ERIN REILLY

19  
20 LEGAL EAGLE

21 Post Office Box 5682

22 Greenville, South Carolina 29606

23 864-467-1373

24 [depos@legaleagleinc.com](mailto:depos@legaleagleinc.com)

25

APPEARANCES:

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Attorney for Plaintiff:

Olga Teslenko (Pro Se)

Attorney for Defendant:

Joe Kocsis (Pro Se)

INDEX OF PROCEEDINGS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Certificate of Transcriber . . . . . 13

EXHIBITS

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH IS  
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDINGS

2 THE COURT: The next matter I had was Olga Teslenko  
3 versus Carpet King & Flooring. Ms. Teslenko or some  
4 representative of Carpet King & Flooring present in our virtual  
5 courtroom today?

6 MS. TESLENKO: Your Honor, my name is Olga Teslenko.  
7 I don't represent Carpet King & Flooring and I represent only  
8 myself. I'm the appellant

9 THE COURT: All right. Is there any representative  
10 here from Carpet King that has joined us? All right. Let me  
11 find this file as well. All right. I'm looking at the public  
12 index, I see the motion that you'd filed Ms. Teslenko. All  
13 right. Ms. Keeling maybe you can help me out on this one as  
14 well. Is there a return that's filed from the magistrate on  
15 this? I see an appeal returned E-D on the end, and that looks  
16 like just the appeal documents. Is there a return in this that  
17 I'm overlooking?

18 THE CLERK: Let me look. The appeal returned  
19 received is the return, if you look there are 30 pages.

20 THE COURT: Is that just the documents or is there an  
21 actual summary with an outline of information signed by the  
22 magistrate? I'm not sure if I -- because I scrolled through it,  
23 I'm just not --

24 THE CLERK: Yes, it's from Judge Arrakis.

25 THE COURT: Where is that at?

1 THE CLERK: The return is the first two pages and  
2 then the rest is documents.

3 THE COURT: All right. And are you saying that  
4 that's under the caption where it says appeal/appeal return  
5 received?

6 THE CLERK: Yes, sir.

7 THE COURT: And is it the first or second document  
8 identified?

9 THE CLERK: I believe it's the first.

10 THE COURT: Okay. Well, I'm trying to get this thing  
11 pulled up, Ms. Teslenko?

12 MS. TESLENKO: Yes, judge.

13 THE COURT: Tell me what you're asking for. What are  
14 you appealing and why should I -- and what relief are you  
15 asking for and why should I grant it?

16 MS. TESLENKO: Sir, I'm appealing the judgment by the  
17 magistrate's judge that ruled in my favor and I claimed a  
18 complete material breach of contract. So, the judge ruled in  
19 my favor but somehow discounted the amount of money that was  
20 supposed to be return -- recovered to me from the Defendant by  
21 \$1,825 without any explanation. I actually felt unsafe when I  
22 received that judgment because at the magistrate court hearing,  
23 I have provided a flash drive that contained all of the  
24 documents that support my claim as well as an immense amount of  
25 video and photo evidence that this is indeed a complete

1 material breach of contract. The flooring for which I paid Mr.  
2 Kocsis \$3,395 was not even pretended to be installed. The  
3 flash drive also contained the independent inspection report by  
4 National Foundation certified inspector, independent inspector  
5 recommended by the manufacturer.

6 THE COURT: Were all of those documents submitted to  
7 the magistrate?

8 MS. TESLENKO: Yes, not only did they submit the  
9 flash drive at the hearing.

10 THE COURT: Okay.

11 MS. TESLENKO: But I also printed out some distinct  
12 or distinctly critical documents were also printed out and  
13 submitted in a printed package. The printed package also  
14 contained my Plaintiff's statement. Your Honor, one side note  
15 that I must add is this is the very first time in my entire  
16 life that I have to interact with the judicial system. I  
17 understand the importance of having -- a functioning judicial  
18 system in society.

19 A society can't function without a set of laws and a way  
20 to abide by them, to enforce these laws are abided by. But my  
21 own personal tendencies and also, you know, the culture of  
22 where I come from, they kind of kept me away from any  
23 interaction with courts. In other words, I don't even know how  
24 courts interact.

25 It was my hope that in the United States courts work

1 properly and at this point. So, I didn't know that I was  
2 supposed to maybe file my evidence prior to appearing in the  
3 magistrates court hearing. So, when I came to the magistrates  
4 court hearing, I had a flash drive which I submitted to the  
5 Judge. I had a packet of printed documents, which I have also  
6 submitted to the Judge.

7 And also, I had several physical of vinyl planks that  
8 contained the trial marks and other evidence which were  
9 physical proof of what the inspector has found and put in his  
10 inspection report of the physical proof of the contractor Mr.  
11 Joe Kocsis having violated all the essential requirements for  
12 the installation of this product and adhesive requirements for  
13 the adhesive that he used. So, that was submitted to the  
14 Court. And at the court hearing, I was able to read through my  
15 statement entirely.

16 And in my statement, it's explicitly stated that I am  
17 aware of the South Carolina law that provides the contractor  
18 with the right to cure a defect, but that this situation is not  
19 a construction defect. This situation is a complete material  
20 breach of contract. And at the end of my statement, I asked  
21 the Court to review the evidence and order that the full amount  
22 of the contract be returned or recovered to me as well as the  
23 inspection fee, which was \$430.

24 So, the total amount of money that I specifically  
25 asked for to be recovered to me was \$3,825. The Magistrate's

1 | court somehow ruled in my favor. Well, I understand how it was  
2 | ruled in my favor. Let me back up for a second. At the  
3 | magistrate hearing at my court date, the magistrate judge has  
4 | actually had the flash drive reviewed and several videos were  
5 | reviewed in the courtroom and showed explicitly that this  
6 | installation was not at all actually installed.

7 |           The planks were simply laid over the concrete not  
8 | rolled, not pressed. So, my videos show me lifting off each  
9 | plank with one hand only hold in the telephone with camera in  
10 | the other hand. This is not even a mockery of installation;  
11 | this is zero installation. So, the judge did have to rule in  
12 | my favor, the amount of the judgment was what actually made me  
13 | deadly concerned. The judge ruled only \$2,000 to be recovered  
14 | to me from the Defendant was the actual amount of the contract  
15 | plus the inspection fee were \$3,825.

16 |           There was no explanation provided for why \$1,825 were  
17 | decided to not be recovered to me. And the reason I felt very  
18 | unsafe at this judgment was that it in center hide Mr. Kocsis  
19 | in the -- his line of operation. In other words, Mr. Kocsis  
20 | earned \$1,800 per day's work of salvaging half from my condo.

21 |           He earned money to salvage somebody else's property.  
22 | I have experience of being ripped off ever since I've relocated  
23 | into this community, three years ago because of my disability,  
24 | I have to retire. So, I had to find a place where life is a  
25 | little less expensive. I bought this condo and then an immense

1 amount of collusion started happening to where initially for  
2 the longest time I thought I was just being imaginative. I  
3 thought things were just something as fantastic as that  
4 couldn't be true. So, I started to collect evidence and is the  
5 evidence of the objective facts that I had been collecting that  
6 showed me that collusion indeed happens in this community,  
7 people are indeed ripping me off and so I thought - I felt very  
8 unsafe.

9 THE COURT: Let me interrupt you for a minute, I want  
10 to make sure I understand. The amount of the prayer, which is  
11 the amount you requested was 3,825, is that right, but the  
12 amount of the award was 2000?

13 MS. TESLENKO: Correct.

14 THE COURT: Okay. And I don't have the benefit of  
15 the order. I see the documents that were filed but I still  
16 don't see the return.

17 MS. TESLENKO: I can actually see the return.

18 THE COURT: Explaining it. So -- I'm sorry, say that  
19 again for me?

20 MS. TESLENKO: It was after I reviewed the return --  
21 returned by the magistrate court that I discovered that the  
22 magistrate's court omitted my flash drive and preprinted  
23 documents were also omitted from the printed documents package  
24 that it turned in to the magistrate's court. One was my  
25 statement, which outlined exactly that there was a complete

1 bridge of contract and that I was requesting or praying for  
2 \$3,825. The second document -- the second category of  
3 documents were all the manufacturer's instructions. And third  
4 document omitted in the magistrate return was a copy of my  
5 check paying the inspections fee. The judgment itself contains  
6 not ---

7 THE COURT: Let me do this. Ms. Teslenko and I  
8 appreciate you sharing that. I think I understood essentially  
9 what was going on before you explained it, but after you  
10 explained it, I understand it better. I need the opportunity  
11 to review all of those documents that are in that return and,  
12 and find the summary portion of it as well to see if there is a  
13 sufficient legal explanation for that reduction.

14 Okay. If there is a sufficient legal explanation for that  
15 reduction then the award may have to stay at the \$2,000. Okay?  
16 If there's not a sufficient explanation then I'll have to sort  
17 out how to handle that. It wouldn't necessarily mean that I  
18 would change the award. It may very well require that the  
19 matter be reconsidered or reviewed by the magistrate after  
20 being remanded or returned to them. Okay?

21 MS. TESLENKO: Could I ask you a few questions, two  
22 questions. I don't know how to -- can I ask you a question,  
23 Your Honor.

24 THE COURT: I can't give you any legal advice but I  
25 might be able to share some explanation.

1 MS. TESLENKO: No, about what you just said.

2 THE COURT: All right. Go ahead.

3 MS. TESLENKO: Question number 1, as of this morning,  
4 the magistrate's return contained no summary. Okay. Or the  
5 magistrate's judgment contain no summary. I have copies of  
6 everything that was filed by the magistrate in their return.

7 THE COURT: All right. And that's what I'm saying.

8 MS. TESLENKO: Do you think there's --

9 THE COURT: I need to look at the -- I need to look  
10 at that document and if it's not there then I'll consider that  
11 as well. Okay.

12 MS. TESLENKO: And Question Number 2, can I ask you a  
13 second question about what you just said?

14 THE COURT: Certainly.

15 MS. TESLENKO: I understand that you may have to  
16 remit or return this case back to the magistrate's court.  
17 However, I have evidence of the -- of that particular  
18 magistrate court doing something very incomprehensible for me.  
19 For instance, when I asked them about the rules to appeal, they  
20 told me that I was being ungrateful. It's incomprehensible,  
21 second instance when I asked them --

22 THE COURT: Whether they would handle it or not, I  
23 mean, that's a -- that's something that would have to be dealt  
24 with down the road. I can't answer that question today.

25 MS. TESLENKO: Okay. Could I -- at which point can I

1 ask for this case to be returned back to some other magistrate  
2 court not Myrtle Beach?

3 THE COURT: I'm not sure if I can address that. If I  
4 can I will in my order. If I can't you may have to deal with  
5 that once it gets sent back to them. Okay?

6 MS. TESLENKO: Thank you very much. Thank you.

7 THE COURT: Okay. All right. And so, the way we're  
8 gonna leave it right now Ms. Teslenko is I'm taking this matter  
9 under advisement. I will prepare a written order that will be  
10 filed and a copy will be sent to you. Okay?

11 MS. TESLENKO: Thank you Judge.

12 THE COURT: Okay. Yes ma'am. Good luck to you.

13 MS. TESLENKO: Thank you very much. Have a good day.

14 THE COURT: You too.

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16 [END OF HEARING]

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CERTIFICATE OF TRANSCRIBER

I, ERIN REILLY, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 15, South Carolina, on the 21st day of August, 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

September 4th, 2024

ERIN REILLY



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