

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

ENID A. GARCIA,)
)
Plaintiff,)
)
vs.)
)
REGGIE JONES,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT

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SC Court of Appeals

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CASE NUMBER: 2025-CP-36-00065

Judge Price: Mr. Floyd, as I understand it, this relates to property on Floyd Street. Now, is that does anybody live there?

Judge Price: You do live there?

Sheena Paige: Thats Mr. Jones

Judge Price: I sorry, Mr. Jones. Ok and as I understand it we have here, Ms. Paige...Paige what is your last name?

Sheena Paige: Its Paige, Sheena is my first name.

Judge Price: Sheena?

Sheena Paige: U-huh

Judge Price: Ms. Sheena, do you want to make a statement?

Sheena Paige: Um I just want to hear your determination of our Motion, um Mr. Jones has been living in that home for almost eleven years and he has had no other address um outside of that address that he has resided in.

Judge Price: Well, I know the process server had difficulty finding him. What is your typical schedule Mr. Jones?

Sheena Paige: Well before you answer that may I say one more thing? Um the process server was able to locate Mr. Jones four months prior.

Plaintiff Attorney: Your Honor, before we continue, what is Ms. Paige's role here?

Sheena Paige: I'm assisting Mr. Jones. He is not familiar with the legal jargon, legal process but I just wanted to....

Judge Price: Ms. Paige, let me ask you this... are you charging him?

Sheena Paige: No

Judge Price: You are doing this for...

Sheena Paige: Yes.

Judge Price: Ok

Plaintiff Attorney: Your Honor, Plaintiff's would be concerned that Ms. Paige I don't believe is an attorney licensed to practice law....

Sheena Paige: Absolutely not.

Plaintiff Attorney: in the State of South Carolina and for that reason couldn't take on that role in this case.

Sheena Paige: I'm not taking over the law for legal roles Your Honor. I'm here the assist Mr. Jones and have legal power of attorney on record with the provided to the Court as well as to Lake and Lake.

Plaintiff Attorney: With respect Your Honor, Power of Attorney does not allow someone to circumvent the unauthorized practice of law.

Sheena Paige: We're not doing that, we're stating facts of the case.

Judge Price: Alright, let me do this.... Mr. Jones, please raise your right hand. Do you swear to tell the truth, the whole truth and nothing but the truth so help you God?

Defendant: Yes sir, I do.

Judge Price: Now um it is a fact that you are behind on your payments on this property, is that correct?

Sheena Paige: We're not here to talk about that.

Judge Price: Now wait a minute. We're here, you have raised the issue so we'll find that you want to state facts. Is it true that you are behind on the payments?

Sheena Paige: We're here about the jurisdiction that you guys didn't have over Mr. Jones because he wasn't present for the foreclosure hearing, that's what the Motion is stating.

Judge Price: That's true but he was served by publication.

Sheena Paige: Right but he wasn't served in person.

Judge Price: That's true... but the

Sheena Paige: The only, I mean the man was living in the home and the same process server served him four months prior and then four months after so the foreclosure happened in the middle and the same process server was unable to locate him? And it didn't say that he wasn't able to locate him, it said that he didn't live in the home so we would like to know what proof they had that he did not live in the home.

Judge Price: Well, well proof, let me see if we can find where we did this. (Flipping through paper).... Mr. Lake, can you tell me when the um started this action when you ran the notice.

Plaintiff Attorney: The Notice of, the Publication Your Honor? Yes Your Honor, the Publication was ran in the Newberry Observer in the weeks of May 28, June 4 and June 11.

Judge Price: What year is that?

Plaintiff Attorney: 2025 Your Honor.

Judge Price: Ok

Plaintiff Attorney: The case was filed April 8th of that same year.

Judge Price: It looks like Sargent Attaway served Mr. Jones with the Writ of Assistance at 550 Wilson Road.

Sheena Paige: It was the Sheriff's Department.

Judge Price: Ok

Sheena Paige: He asked us to meet him there instead of coming to the house.

Judge Price: Well how did he make contact?

Sheena Paige: By phone.

Judge Price: Ok. Now Mr. Jones, how did Attaway, Deputy Attaway have you phone number?

Defendant: Um, he didn't have it.

Judge Price: He didn't have it? Ok. Well how did you know to go to the Sheriff's office?

Sheena Paige: He contacted me.

Judge Price: Ok

Sheena Paige: We served the um Sheriff's Department so they had my number.

Judge Price: Now Mr. Jones, are you employed?

Defendant: Yes

Judge Price: Where do you work?

Defendant: I work at McDonalds.

Judge Price: Alright. Do you have any other income other than your salary? Do you receive social security or retirement or any other....

Defendant: No

Judge Price: Now this Floyd Street property, does anybody live there with you?

Defendant: No

Judge Price: Well now what is your intention? Do you just continue to live there for free?

Sheena Paige: Tell them.. (Inaudible)

Sheena Paige: Your Honor again, we are here about the jurisdiction you guys lacked for

the foreclosure proceeding. That is the whole process that he was deprived of so those are questions that would come up in a foreclosure proceeding.

Judge Price: Well let me just say Ms. Paige the Court had jurisdiction when they served him by publication.

Sheena Paige: Your Honor, they, with all due respect the, the Sheriff Deputy just served him in December four months prior to this filing so we're you're Lake and Lake's client to receive a notice that Mr. Jones no longer lived at the home. They would've have had that provided so the proof of that when he was just in the home for the previous ten years and four months he was in Magistrate Court which they took him to Court and Mr. Attaway served him at the house for that court appearance.

Judge Price: Do you know anything about the Magistrates matter?

Plaintiff Attorney: I do not. I'm not gonna tell you, I'm not speaking on behalf of anything other than my involvement. I've not been involved in any Magistrates Court proceeding. The only proceeding that I have been personally involved in is that which we are currently here about.

Judge Price: I assume that was on some sort of lease arrangement?

Sheena Paige: No sir.

Judge Price: The Magistrates Court?

Dr. Garcia: Can I talk...

Judge Price: Yes, ok yeah.

Dr. Garcia: Mama, she's an old lady, she had some rental property at the mobile home park but sometimes when they don't pay you know you go to an eviction process.

Judge Price: Right

Dr. Garcia: So she went but she usually does she work at the mobile home but she went to the Magistrates office because Mr. Jones was not paying to her several requests um she went to present an eviction. (Inaudible..... the Judge told her this is not a regular rental eviction. You have to go to a foreclosure and that when mama decided to get the services of Mr. Lake.

Sheena Paige: Your Honor, um what they are referring to is the most recent Magistrate case they deliberately opened the case in Magistrate Court and that was confirmed by Mr. Garcia, Dr. Garcia that they deliberately opened a Magistrate case for Mr. Jones in Magistrate Court and knew that they were in a Court that had no jurisdiction over this property which was sold to him eleven years ago. So, Mr. Dr. Garcia is on record stating to the Judge that he was aware, that they were aware that that particular Court had no jurisdiction over Mr. Jones. So here we are again with a jurisdictional issue...with this... with Mr. & Mrs. Garcia.

Judge Price: Well you argue that there is a jurisdictional issue.

Sheena Paige: Correct

Judge Price: I see no jurisdictional issue because he was served by Publication.

Sheena Paige: Right but sir that was not sufficient when this man lived in the home. There was no indication and this party has provided no proof that Mr. Jones lived anywhere else other than that address.

Judge Price: Well we have this Affidavit that is dated April 25, 2025 signed by Deputy Ricky Attaway that says attempted service at 403 Floyd Street on April 25, 2025, no one lives there. Um now, Mr. Jones, do you have a vehicle?

Defendant: Uh huh

Sheena Paige: We provided the DMV records, we've provided the, we provided everything. There is nothing that indicates Mr. Jones did not live in the home an Affidavit did not say they couldn't find him, it just simply says he didn't live there.

Judge Price: Uh huh. Well, according to the record, and the thing about it is though I don't think there is a jurisdictional issue. Now, Mr. Jones if you want to continue to live in that house, what is your plan for paying these people?

Sheena Paige: Why don't you let me speak for you....

Sheena Paige: Mr. Jones' plan has been all along to live in the home because he purchased it to live in. The issue right now is the jurisdictional issue.

Judge Price: Well thats, thats... I've heard you say that multiple times.

Sheena Paige: Yes what I....

Judge Price: And what I am telling you is I see no jurisdictional issue.

Sheena Paige: Ok then what

Judge Price: So if there is no jurisdictional issue, he's out of the house unless he has got a method of payment.

Sheena Paige: No sir, you are taking what they are saying and a foreclosure process would allow him and her to determine, to describe to you the situations of this contract and they are saying there is a payment issue if he is saying there is not, then we're in a foreclosure....

Judge Price: I have not heard him say that.

Sheena Paige: Well he's not here for that. We're here for the Motion sir respectfully.

Judge Price: Ok, well I deny the Motion.

Sheena Paige: Ok, well then we're gonna contest it, like he said and thats it.

Plaintiff Attorney: Your Honor, before we adjourn if I may address the Court.

Judge Price: Sure

Plaintiff Attorney: Your Honor we, our position is that is under Wachovia Bank of South Carolina v Player that due to the fact that the Affidavit of Duly Diligent Search was approved by the Court of Common Pleas and an Order for Publication was issued by that Court that that decision is final according to that Court's decision. Your Honor and furthermore since it is a final decision we are left with no other option but to serve by Publication and we have complied with that service by publication and due to those facts Mr. Jones has been served. Although not personally handed to him, he has been served and for that reason he is under the jurisdiction of this Court. This Court does have personal jurisdiction over Mr. Jones for those reasons. The case is cited in Mr. Jones' Memorandum do not stand for what they say they stand for. The cases that I have presented to you, or the case that I have presented to you Your Honor Wachovia Bank of South Carolina v Player is the appropriate case and pursuant to that case this Court has personal jurisdiction over Mr. Jones.

Sheena Paige: Your Honor could the attorneys provide information on, other than publication how they attempted to serve I mean there was no posted notice on the door, there was no certified mail, I mean this is not, thats not

publication alone was the target for this Mr. Jones believes was the target for the Garcias because they already attempted to remove Mr. Jones from his home through one Court who did not have jurisdiction so they filed another motion of a Court not having jurisdiction to try to remove him from this home. We would gladly have appeared for foreclosure and if Mr. & Mrs. Garcia feel that they have adequate sufficient evidence to prove that Mr. Jones broke the contract then they should allow a foreclosure to happen with him present. What would be the problem? What would be the reason this Court wouldn't allow Mr. Jones his due process if they feel that they have a case?

Judge Price: Its too late. I mean this fellow, man has let this accumulate so long that delay for delay purpose is not what we're interested in.

Sheena Paige: Mr. Jones is not its not stating that he has not honored the contract so there....

Judge Price: So you are saying his position is he's paid all the payments and he's timely.

Sheena Paige: Our position is if the contract was broken it was broken by Mrs. Garcia, not Mr. Jones and again that would be something that would play out in a foreclosure process. If he is allowed to have that process. Sir we only want whats due to the man which is a fair hearing. Thats it, thats all he wants if it comes to, you can schedule the hearing for two weeks from now. I mean why deny him the rights to state his case in Court? Theres at least three parts to a foreclosure process and he has had none of them and he was not properly served, he was not properly served so we got more serving to men here than we have with foreclosure. We've got more serving to meet in a magistrate court that had no jurisdiction over this case twice they serve him successfully so I'm not sure I understand why even the attorneys for Mr. & Mrs. Garcia would deny him due process. Thats what the Court...

Judge Price: I certainly hear your argument and I understand your argument but under the statute, service by publication is as good as personal service.

Sheena Paige: Well we also submitted precedence of thats its not Your Honor, we submitted that in our Motion that publication alone is not sufficient when the defendant is available. So we please ask that the Court read in its entirety its not sufficient here.

Judge Price: Can I see your case?

Plaintiff Attorney: You may Your Honor and this is the case Ms. Paige is citing in her Memorandum.

Sheena Paige: Yes

Plaintiff Attorney: This is one of the ones that does not stand for what she says it stands for the Mullane case is a Supreme Court of the United States case out of the State of New York is where it originated. This case Your Honor has a factual background dealt with a bank who established a trust account for several members and as part of this the bank was required, by law, to notify those members. There was a fee associated with it so on and so forth and so they were required to notify the members of the trust. The statute in New York stated that that service could be accomplished by publication and publication alone. One of the members, a person appointed to represent all of the members, brought suit and it went all the way to the Supreme Court and alleged that that was not due process and what he said was, and what the case says is, that when that that may be true and it may not be true. What it said was that this bank had all of the addresses and all of the names of the people that were a part of this trust and that it posed no greater burden on them because they are already sending statements to these people to have sent a notice that this was also going to occur.

Of particular interest is the fact that the state law in New York at that time required that there by no names listed in the publication so even if, for instance this man's name may have been Richard Jones was a member, Mr. Jones could have looked in the paper and not seen his name and what the Court said was is... I've got here Your Honor.....

Sheena Paige: Respectfully Your Honor we are still waiting for the other ways in which Mr. Jones was attempted to be served. There was no certified mail and there was no postings on the door.

Plaintiff Attorney: What the Mullane Court says Your Honor is it requires something more than simply attempting service via publication. Even if that's as simple as sending a letter. Certainly us hiring a process server would have met that burden. That is greater than simply sending a letter so I don't think the Mullane case stands for what Ms. Paige alleges that it does...

Judge Price: How about your case that you quoted....

Plaintiff Attorney: The Player case Your Honor. The Player case.....

Sheena Paige: Inaudible..... to be fair.

Plaintiff Attorney: The Player case Your Honor stands very simply that if the Affidavit of Duly Diligent Search satisfies the officer granting Order of Publication, his Order is final and in this case that was his Honor....

Sheena Paige: Your Honor, this is deflection, they are not explaining what ways they tried to reach Mr. Jones.

Judge Price: I'm trying to read this....

Sheena Paige: I'm sorry.

Plaintiff Attorney: His Honor, Frank Addy.

Sheena Paige: They're trying to circumvent the law, they have been trying it from the very beginning Your Honor. I respectfully asking you to allow Mr. Jones to have his day in Court that's it. If it's a foreclosure in the end then that fine but he never got a chance to state his case which is confirmed to you that our case is that she broke the contract, not him but yet no one seems to be concerned about that. This man had a health issue. We went to Mr. & Mrs. Garcia to talk to them about payment and they told us to contact another lawyer, Lisa Senn. We when to Lisa that same day and she advised us that she is no longer the lawyer for Mrs. Garcia because she stated they no longer trust her so she wasn't the person we were supposed to go to. We left there and we tried again to reach Mr. Garcia and Mrs. Garcia and they advised Mr. Jones that they were not willing to talk to him about anything. This is when Mr. Jones was not working. He was not working. I went to them, he went to them, we both went together and told them that I would make the mortgage payments. He referred me to Lisa Senn, she can confirm all of this. This attorney that's in this Newberry County, we did what they said and they still weren't willing to do anything, they just had us running around and so it was not us.

Judge Price: Ms. Paige, how many payments did you make?

Sheena Paige: It wasn't, they told him that

Judge Price: None?

Sheena Paige: No, the payments were made but he told him that he wouldn't make payments from me, he wouldn't take payments from me so there was some issue and then they noted that they only take

Judge Price: How many payments were made?

Sheena Paige: We're not talking about payments sir, we're talking about the fact that...

Judge Price: Ok

Sheena Paige: We went to these people.....

Judge Price: Thank you. Well I'm gonna deny your Motion.

Sheena Paige: Ok, we're gonna contest it.

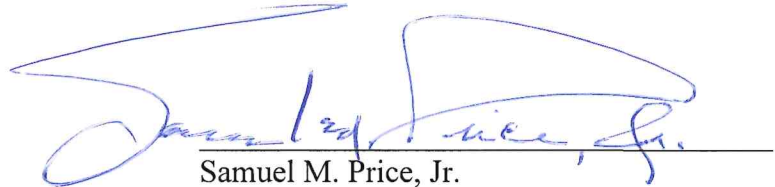
Judge Price: Ok. That concludes the hearing.

Sheena Paige: Thank you

Plaintiff Attorney: Thank you Your Honor

Sheena Paige: When will we get notification of the hearing?

March ¹⁷17, 2026


Samuel M. Price, Jr.
Special Referee
Newberry County