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May 23 2022

SC Court of Appeals

ELECTRONICALLY FILED - 2022 Mar 22 2:17 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS

SOUTH CAROLINA COMMUNITY BANK)
)
Plaintiff)
)
vs.)
)
SALON PROZ, LLC; COLUMBIA)
EMPOWERMENT ZONE, INC, dba)
THE COLUMBIA EMPOWERMENT ZONE)
and FRANK MITCHELL)
)
Defendant)
)

ORDER
2011-CP-40-07187

The Order of Judge Alison Lee, dated October 1, 2020, is incorporated herein by reference in full.

The Order of this Court, dated November 5, 2021, is incorporated herein by reference in full.

This matter came before this Court initially on January 28, 2022 in Newberry but was continued after the Court realized that not enough time was allotted for the hearing. It was continued and heard by this Court on February 8, 2022. The Plaintiff filed Plaintiff's Motion to Enforce Prior Orders of the Court, For Contempt, and to Strike Counterclaim. Testimony was taken from the Receiver, Christopher Twitty, and from the Managing Partner, Yvonne Jones of Salon Proz, LLC. The Court took argument from counsel and reviewed various documents as well as an Affidavit submitted by Ms. Jones. The Court also had an in-chambers meeting with the lawyers. Billy McGee represents the Plaintiff and Drew Radeker represents the Defendant, Salon Proz. Subsequent to the hearing, Plaintiff's counsel submitted an Attorney's Fees and Costs Affidavit as well as the Receiver submitting an Affidavit for Fees and Costs.

The Plaintiff basically maintains that the Defendant, Salon Proz, LLC., has failed to comply with the Order of Judge Lee and the Order of this Court. The testimony of the Receiver supported the Plaintiff's position. Quite frankly, the testimony of Ms. Jones was not credible other than her admission

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that she in fact did collect some rent herself in order to "pay bills."¹ The Court at the conclusion of the hearing ordered from the Bench:

1. That it was inclined to order attorney's fees and receiver fees to be paid by Ms. Jones upon receipt of Affidavits;
2. That the Defendant's Counterclaim would be stricken;
3. That the case needed to be referred to the Master-In-Equity as soon as possible;²
4. That 100% of rent payments be made to the Receiver;
5. That the Court was encouraging refinancing;

That based upon the above, it is

HEREBY ORDERED:

1. That the Defendant, Salon Proz, LLC., and its managing partner, Yvonne Jones, have willfully failed to comply with the above two Orders. Because there has not been a filing and service of a Rule to Show Cause, this Court is not going to make a finding of contempt but will sanction the Defendant and its managing partner for non-compliance of the above two Orders. The sanctions imposed is that the Defendant, Salon Proz, LLC., and its managing partner, Yvonne Jones, are jointly and individually liable for the payment of attorney's fees/costs, in the amount of \$8,531.57 and payment of receiver fees of \$10,292.00. These fees are to be paid within forty-five (45) days from the date of this Order;

2. That on the issue of granting Plaintiff's request to strike the Counterclaims from the Answer, the Court requests that Plaintiff's counsel submit a proposed Order for the Court's consideration (Note: The Court has not decided for sure to grant this request notwithstanding what the Court ruled from the Bench);

¹ Subsequent to the hearing, counsel for the Plaintiff emailed the Court on March 11, 2022, and informed the Court that in fact Ms. Jones had not provided the Receiver with the keys, leases, and other documents, and continues to collect rent from the tenants.

² This foreclosure case is 11 years old and no mortgage payments have been made.

3. That this case is referred to the Richland County Master-In-Equity for hearing and disposition as soon as possible;

4. That all rental payments from this date forward shall be paid to the Receiver and there shall be no interference by the Defendant and its managing partner;

5. That if the Defendant and its managing partner has collected any rent since the hearing of February 8, 2022 then the same shall be reimbursed to the Receiver within fifteen (15) days from the date of this Order;

6. That refinancing is encouraged.



DONALD B. HOCKER
CIRCUIT COURT JUDGE

Laurens, South Carolina

Date: 3-17-22

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