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THE STATE OF SOUTH CAROLINA
In the SUPREME COURT OF SOUTH CAROLINA

S.C. SUPREME COURT

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
DeAndrea Benjamin, Circuit Court Judge

Opinion No. 19-UP-066
S. C. Ct. of App. Filed February 13, 2019

U.S. Bank, National
Association, as trustee for
the Holders of the Banc of
America Funding
Corporation, 2008-FTI,

Respondent,

v.

Rhonda Lewis Meisner a/k/a
Rhonda L. Meisner, Bank of
America, N.A. and SCBT of
whom Rhonda L. Meisner is:

Petitioner

PETITION FOR A WRIT OF CERTIORARI

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2. Does a South Carolina foreclosure defendant have a right to a jury trial when the parties are misaligned such that a co-defendant and assignee of the mortgage breached the note agreement prior to assignment to the respondent?
3. Whether a jury trial is available to a defendant in a mortgage foreclosure action where the respondent bank abused the foreclosure process, the abuse of which involved the court’s machinery.

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CERTIFICATE OF PETITIONER

The petitioner certifies the petition for re-hearing was filed on February 28, 2019 and finally decided on March 21, 2019.

QUESTIONS PRESENTED

1. Does the petitioner have a right to a jury trial?
2. Does a South Carolina foreclosure defendant have a right to a jury trial when the parties are misaligned such that a co-defendant and assignee of the mortgage breached the note agreement prior to assignment to the respondent?
3. Whether a jury trial is available to a defendant in a mortgage foreclosure action where the respondent bank abused the foreclosure process, the abuse of which involved the court's machinery.

STATEMENT OF THE CASE

U.S. Bank "US Bank" the respondent in this action, initiated a foreclosure action (first mortgage) on March 31, 2014 against the petitioner, Rhonda Lewis Meisner "Meisner" and attached an assignment of the note and mortgage from Bank of America, N.A. "Bank of America" to US Bank, that was dated after the initiation of the lawsuit on April 2, 2014. The assignment was notarized on April 3, 2014, by a notary, in a different state. (2014-CP-40-02063) (**App. p. 20.**) (**App. p. 170:23-25;171-172:1-15**). Bank of America and SCBT (SCBT) were also named defendants.

Bank of America, the original mortgagee and signatory to the original note, also claimed ownership of the same note and mortgage in a different lawsuit. (**App. p. 165:10-15**) (**App.p.88-91:17**) (**App. p. 184 EXHIBITS 1-4**). Bank of America also claimed ownership of another note and mortgage associated with the property, that had been paid off years earlier, (HELOC) (**App. p. 91:18**) (**App.p.184 EXHIBITS, 3,4**).

The petitioner subsequently filed a motion to dismiss that was determined to be interlocutory by the Court of Appeals. The respondent filed a motion for referral to the Master in Equity even though the foreclosure was contested, and a jury trial was requested. (**App.pp.206-210**) The Master in Equity returned the case to the circuit court where the Honorable Casey Manning allowed amendment to the answer and counter claims to add a claim for abuse of process because the Clerk of Court made findings of fact and conclusions of law. The Honorable DeAndrea Benjamin determined the counter claims and cross claims to be permissive even though the assignment of the mortgage occurred after the alleged default which the petitioner argued made the respondent Bank U.S. Bank a third-party debt collector because they assumed an already defaulted instrument and that the parties were misaligned. The Court of Appeals affirmed the circuit court and dismissed the appeal. The petitioner seeks certiorari of these decisions based on the pleadings in the declaratory judgment. the fact the parties are misaligned, and the litigation conduct of the respondents.

ARGUMENT

1. The Court of appeals should have decided a jury demand was available to the petitioner under South Carolina law.

A. South Carolina law provides for a jury trial when defenses to foreclosure logically relate to the plaintiff's ability to foreclose.

This Honorable Court developed the “logical relationship” test between the claims and the counterclaims to determine whether the counter claim is compulsory. *North Carolina Federal Sav. and Loan Ass'n v. DAV Corp.*, 381 S.E. 2d 903, 905 (S.C. 1989). SCRCP Rule 13(a) provides that a counter claim is compulsory if it arises out of the same transaction and occurrence. Here, the respondent claimed the foreclosure proceeding was initiated based on the petitioner's breach in the note agreement secured by the mortgage; however, at the time the alleged breach occurred the respondent did not own the note and mortgage. The petitioner argued the assignee and co-defendant Bank of America breached the note agreement by not drafting the payments from the petitioners account and then accelerating the loan.

The note associated with the mortgage that is the subject of this foreclosure has the following language:

“If you choose to have payments made from a designated account and have arranged with us to do so, we *will* automatically draft the payment. Drafts will be made on the payment due date or immediately after the payment due date...Even if you make a manual payment an automatic payment will be drafted from your designated account...to stop automatic payments you *must* contact us three days in advance of the

automatic payment date.” (*Emphasis by petitioner*)

The petitioner avers the language in the note required Bank of America, N.A. to continue drafting the payments because no request to stop debits had been made and even if they sold the note, the obligation continued to the assignor of the note, the respondent, U.S. Bank. The note agreement was drafted by Bank of America, N.A. who should have known what they wrote and not accelerated the loan after it was Bank of America, N.A. who stopped drafting payments prior to acceleration.

Additionally, the petitioner made several counter claims and cross claims via a declaratory judgment action. The counter claim specifically alleged :

1. Petitioner Rhonda Meisner denied she caused the default. (**App. p. 37 ¶ 16**).
2. Petitioner Rhonda Meisner elected to have payments drafted in the original note agreement documents of the parties. (**App.p.39 ¶ 30**)
3. The terms of the note required Bank of America, N.A (defendant and cross claimant) to automatically debit once this term was elected by the petitioner. (**App. p. 39 ¶33; p. 40:1-5**)
4. Petitioner Rhonda Meisner never requested the bank to cease deductions.(**App. p. 40 ¶ 34**).
5. Petitioner Rhonda Meisner alleged Bank of America ceased the debits and caused the default. (**App. p. 40 ¶ 34 ¶37**).

6. Petitioner Rhonda Meisner alleged Bank of America had a duty to continue debiting the account. (**App. p. 40 ¶ 35**).
7. Petitioner Rhonda Meisner alleged Bank of America could and did change the amounts of the debits. (**App. p. 40 ¶ 36**).
8. Bank of America breached the note agreement by failing to debit the payments for the mortgage and failing to transfer the debiting requirement to U.S. Bank. (**App. p. 42 ¶ 48 ¶52**).
9. The petitioner Rhonda Meisner also alleged that U.S. Bank assumed an already defaulted loan making them a third-party debt collector under U.C.C. (**App. p. 40 ¶46 ¶ 52**).
10. The above terms were incorporated in the request for declaratory judgment making it an offensive declaratory judgment and a legal counterclaim. (**App. p. 44 ¶ 54 p. 45 ¶54:1-7**).
11. Among other things the declaratory judgment requested the Court to determine the real party in interest, the proper owner of the note and mortgage, the rights and obligations of the parties regarding the note and mortgage, including the co-defendants. (**App. p. 44 ¶ 54**)
12. The declaratory judgment action also requested the Court determine that respondent U.S. Bank's failure to draft payments from petitioner Meisner's bank account was the cause of the breach. (**App. p. 44 ¶ 56**).
13. The counter claim also argued that U.S. Bank violated the unfair Trade Practices Act UTPA by filing suit on a loan breached by their predecessor in title.(**App. p.48 ¶ 80**).

B. The Declaratory Judgment action has both offensive and defensive

components and provides a basis for a jury trial because its main purpose is to interpret the contract between the parties and determine the rights and obligations of the parties related to the foreclosure.

A declaratory judgment action is neither legal nor equitable but is determined by the underlying main purpose of the declaratory judgment. here the interpretation of the contract between the parties. *Ins. Fin. Servs., Inc. v. S.C. Ins. Co.*, 271 S.C. 289, 293,247 S.E. 2d S.E. 2d 315 (1978) (citations omitted). Here, the main purpose in requesting a declaration from the court is the interpretation of the contract between the parties. The petitioner specifically requested the Court to interpret and decide the rights and obligations of the parties related to a note and mortgage. Additionally, the prayer for relief requested:

1. The Plaintiff US Bank is a third-party debt collector pursuant to article 3 of the UCC.
2. The co-defendant Bank of America, N.A. caused the default of the mortgage and note by their actions.
3. A finding the Plaintiff US Bank abused the process of the Courts and has damaged the defendant Rhonda Meisner and US Bank's actions warrant actual and punitive damages to be proved at trial.
4. A finding that co-defendant Bank of America, N.A. slandered the title of defendants' Rhonda Meisner's property located at 406 Koon Store Road,

Columbia, SC 29203 by not removing the mortgage lien from 2005 and therefore damaged defendant Meisner.

5. A finding that co-defendant's Bank of America's failure to remove the liens associated with the 2005 mortgage that was satisfied violated S.C. Code Ann. § 29-3-310 warranting recovery via S.C. Code Ann. § 29-3-320.
6. A determination that the counterclaims and the cross claims warrant a jury trial and for transfer to the jury roster and for referral to ADR

The petitioner avers based on this Court's ruling in *Verenes* the determination that the main purpose of the petitioner's declaratory judgment action was a legal interpretation of the contract and for the courts to declare the rights between the parties can be found in the prayer for relief. Even though the declaratory judgment was brought in an equitable action, the main purpose of the declaratory judgment action was to interpret the contract between the parties that signed the contract, which includes the co-defendant Bank of America, N.A. and petitioner Meisner. *Verenes v. Alvanos*, 387 S.C. 11, 15 690 S.E. 2d 771, 772 (2010).

Additionally, this Honorable Court previously held "A mortgage and a note are separate securities for the same debt, and a mortgagee who has a note and a mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action." *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct.App.2009). "Generally, the party seeking foreclosure has the burden of

establishing the existence of the debt *and the mortgagor's default* on that debt.” *Id.* at 374–75, 684 S.E.2d at 205 (emphasis by respondent). “Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction.” *Id.* There are three elements that constitute an assignment: 1. An assignor; 2. An assignee, and 3. Transfer of control of the thing assigned from the assignor to the assignee. *Donahue v. Multimedia, Inc.* 362 S.C. 331 338, 608 S.E. 2d 162, 165 (Ct. App. 2005)(Citing *Leon v. Martines* 638 N.E. 2d 511 (N.Y. 1994)).” An assignment of a right is a manifestation of the assignor’s intention to transfer it by which the assignor’s right to performance by the obligor is extinguished in whole or part and the assignee acquires a right to such assignment *Restatement (Second) of Contracts* § 317 (1) (1981).

The petitioner avers, the requirement to debit the bank account, because the requirement was included in the terms of the note itself, required the assignor and respondent U.S. Bank to continue drafting as if the assignor were the original signatory (Bank of America), to the note it received via assignment. To decide otherwise, would allow foreclosing banks a safe harbor, by allowing assignors to ignore the terms of the note it received and foreclose on the breach of the assignee.

In this case, knowing all the time any objection would be as a cross claim and eliminate access to a jury via procedural manipulations of assignments. The assignee

would be free to violate the terms of the contract and to cover the tracks of their misdeed by simply assigning the contract to another entity (bank) for foreclosure.

As such, a fact finder could find that Bank of America and/ or U.S. Bank breached the note associated with the mortgage by not debiting the payments from the petitioner's bank account as agreed and accelerating the mortgage. U.S. Bank was assigned the note that Bank of America and the petitioner's signed. It is axiomatic that terms of the note and mortgage once executed cannot be changed by either the assignor or the assignee via an assignment. Therefore, the note itself, which included the requirement to debit, included this requirement for subsequent owners of the note as well as the original owner of the note. (App. p.257 ¶ 7.) As such, the petitioner avers, foreclosure is not an available remedy because the respondents caused and/ or perpetuated the breach of contract, by both the assignor and the assignee's failure to debit and then accelerate the loan.

Bank of America breached the underlying note contract by failing to debit as agreed petitioner's bank account and then transferred the same note and mortgage that *included* the debit requirement months later to U.S. Bank, who also failed to debit and then filed for foreclosure. (emphasis by appellant).

- 2. The Court of Appeals should have found the respondent U.S. Bank and co-defendant Bank of America, N.A. are misaligned such that both the**

cross claims and the counter claims are mandatory and compulsory because the breach of contract claims is “logically related” to the ability of the petitioner to foreclose.

This Court held that a party is entitled to a jury trial in an equitable action “only if the counterclaims are legal and compulsory.” *Carolina First Bank v. BADD, LLC*, 414 S.C. 289, 295, 778 S.E.2d 106, 109 (2015). “A counterclaim is compulsory if it arises out of the same transaction or occurrence as the party's claim.” *Id.* (citing Rule 13(a), SCRCP).

Here, the petitioner avers in the amended counterclaim the petitioner argued that because the requirement to debit the checking account of the petitioner, both Bank of America, N.A. the drafter and signer of the note agreement and U.S. Bank were required to debit and violation of this duty was a frank breach of the note agreement. Additionally, because the note was assigned after the foreclosure action was filed and the contract breached by Bank of America, N.A., a jury could find that U.S. Bank is a third-party debt collector because the breach had already occurred.

- 3. The Court of Appeals should have determined the petitioner had a right to trial by jury for the abuse of process claim because the machinery of the court was involved in the abuse of process claim.**

The Court of appeals should have made the same determination in this case as

they found in *South Carolina Community Bank*, that an allegation that the plaintiff bank violated the UTPA was logically related to the enforceability of the note and mortgage. *South Carolina Community Bank, Respondent, v. Salon Proz, LLC, Columbia Empowerment Zone, Inc. d/b/a The Columbia Empowerment Zone and Frank Mitchell, Defendants, Of Which Salon Proz, LLC is the Appellant.* Appellate Case No. 2014-02627. Decided April 26, 2017. Additionally, SCRCP Rule 13(a) provides that a counter claim is compulsory if it arises out of the same transaction and occurrence.

In *N.C. Fed. Sav. & Loan Ass'n v. DAV Corp* this Court found that a counterclaim alleging breach of an *oral* agreement that resulted in the violation of the UTPA was both legal and compulsory. *N.C. Fed. Sav. & Loan Ass'n v. DAV Corp.*, 298 S.C. 514, 518–19, 381 S.E.2d 903, 904–05 (1989). (emphasis by petitioner) Here, it is violation of the *written* agreement to debit the account then assigning the note to another bank the petitioner alleged is a violation of the UTPA . This is because if Bank of America, N.A. had filed for foreclosure quite obviously the breach of contract claims would be a counter claim that was logically related to the foreclosure because the documents and the breach thereof by the respondents is the source of the authority to foreclose. Because the respondent breached the note agreement, the equitable right of foreclosure is not available. In this case, just like the Court of Appeals found in

South Carolina Community Bank v. Solan Proz, LLC, the petitioner alleged the respondent U.S. Bank National Association, violated the UTPA by filing a foreclosure action when its predecessor in title breached the repayment agreement *elected as a term in the note* associated with the mortgage that is the subject of the foreclosure action.¹ (**App. p. 48 ¶80**). (emphasis by the appellant).

This Court also found standing and the real party in interest goes to the ability of the plaintiff to get the requested relief (foreclosure of the mortgage). The ability of the plaintiff to foreclose is dependent on the underlying terms of the note and mortgage contracts. U.S. Bank filed for foreclosure on March 31, 2014; however, the mortgage was not conveyed to U.S. Bank from Bank of America until April 2nd and was notarized April 3rd of 2014 which was *after* the lawsuit was filed. (**App. P. 260**).

In this case, the counter claim specifically alleged :

14. Appellant Rhonda Meisner denied she caused the default. (**App. p.37 ¶ 16**).
15. Appellant Rhonda Meisner elected to have payments drafted in the original note agreement documents of the parties. (**App.p.39 ¶ 30**)
16. The terms of the note required the Bank of America, N.A (defendant and cross claimant) to automatically debit once this term was elected by the Appellant. (**App. p. 39 ¶33; p. 40:1-5**)

¹ The appellant requested the note be added to the record. The Court of Appeals granted the motion.

17. Appellant Rhonda Meisner never requested the bank to cease deductions.(**App. P. 40 ¶ 34**).
18. Appellant Rhonda Meisner alleged Bank of America ceased the debits and caused the default. (**App. P. 40 ¶ 34 ¶37**).
19. Appellant Rhonda Meisner alleged Bank of America had a duty to continue debiting the account. (**App. P. 40 ¶ 35**).
20. Appellant Rhonda Meisner alleged Bank of America could and did change the amounts of the debits. (**App. P. 40 ¶ 36**).
21. Bank of America breached the note agreement by failing to debit the payments for the mortgage and failing to transfer the debiting requirement to U.S. Bank. (**App. p. 42 ¶ 48 ¶52**).
22. The appellant Rhonda Meisner also alleged that U.S. Bank assumed an already defaulted loan making them a third-party debt collector under U.C.C. (**App. p. 40 ¶46 ¶ 52**).
23. The above terms were incorporated in the request for declaratory judgment making it an offensive declaratory judgment and a legal counterclaim. (**App. p. 44 ¶ 54 p. 45 ¶54:1-7**).
24. Among other things the declaratory judgment requested the Court to determine the real party in interest, the proper owner of the note and mortgage, the rights and obligations of the parties regarding the note and mortgage, including the co-defendants. (**App. p. 44 ¶ 54**).
25. The declaratory judgment action also requested the Court determine that respondent U.S. Bank's failure to draft payments from appellant Meisner's bank account was the cause of the breach. (**App. p. 44 ¶ 56**).

26. The counter claim also argued that U.S. Bank violated the unfair Trade Practices Act UTPA by filing suit on a loan breached by their predecessor in title.(App. p.48 ¶ 80).

Real Party in interest -Declaratory Judgement

The lower court ruling was based on the answer, counter, and cross claims filed on August 10, 2015 which alleged counter claims for declaratory judgment, breach of contract, breach of contract accompanied by a fraudulent act *and* violation of UTPA by initiating this foreclosure action. (App. p.2:7-13).

The respondent U.S. Bank understood that there was a breach of contract counter claim, a breach of contract accompanied by a fraudulent act, and violation of UTPA for filing the lawsuit on an instrument that was breached by its predecessor in title. (App. p.48 ¶ 80) In fact, the respondent *specifically denied* the counterclaim that it violated the UTPA.(App. P. 63 ¶ 39).

The respondent represented, based on its filings, that the breach of contract occurred July of 2013.(App. p. 16 ¶ 15). The respondent represented that the note and mortgage was assigned April 2 or 3, 2014 based on the dated assignment. Because of the respondent's own pleadings, it has admitted it was assigned a defaulted note and mortgage. As such, a jury could find the respondent is a third-party debt collector that has not been damaged.

The South Carolina Supreme Court's opinion in *Verenes v. Alvanos*

Right to Jury Trial based on Totality of Facts and Prayer for Relief

Characterization of an "action as equitable or legal depends on the appellant's 'main purpose' in bringing the action." *Ins. Fin. Servs., Inc. v. S.C. Ins. Co.*, 271 S.C. 289, 293, 247 S.E. 2d 315 (1978) (citations omitted). "The main purpose of the action should generally be ascertained from the body of the complaint." *Id.* (citation omitted). "However, if necessary, resort may also be had to the prayer for relief and any other facts and circumstances which throw light upon the main purpose of the action." *Id.* (citation omitted). The nature of the issues raised by the pleadings and character of relief sought under them determines the character of an action as legal or equitable. *Bell v. Mackey*, 191 S.C 105, 119-20, 3 S.E.2d 816, 822 (1939) (citations omitted).

Here, the counter claims and the prayer for relief provide for access to jury trial based on the holdings in *Verenes. Verenes v. Alvanos*, 387 S.C. 11, 15 690 S.E. 2d 771, 772 (2010) The prayer for relief requested:

7. The Plaintiff US Bank is a third-party debt collector pursuant to article 3 of the UCC.
8. The co-defendant Bank of America, N.A. caused the default of the mortgage and note by their actions.

9. A finding the Plaintiff US Bank abused the process of the Courts and has damaged the defendant Rhonda Meisner and US Bank's actions warrant actual and punitive damages to be proved at trial.
10. A finding that co-defendant Bank of America, N.A. slandered the title of defendants' Rhonda Meisner's property located at 406 Koon Store Road, Columbia, SC 29203 by not removing the mortgage lien from 2005 and therefore damaged defendant Meisner.
11. A finding that co-defendant's Bank of America's failure to remove the liens associated with the 2005 mortgage that was satisfied violated S.C. Code Ann. § 29-3-310 warranting recovery via S.C. Code Ann. § 29-3-320.
12. A determination that the counterclaims and the cross claims warrant a jury trial and for transfer to the jury roster and for referral to ADR.

CONCLUSION

It is axiomatic that a party cannot fail to perform an elected portion of a note contract and subsequently transfer/ and or assign the mortgage and note to another entity (respondent) so that a counterclaim for the breach of contract is extinguished. As such the petitioner argues the cross claims against Bank of America, N.A. as a misaligned party allows for a jury trial.

REASONS TO GRANT THE PETITION FOR CERTIORARI

1. This Court has not previously evaluated whether a plaintiff Bank in an equitable foreclosure proceeding can create an opportunity for a jury demand by abusing the foreclosure process and involving the Court's own processes.
2. The Court of Appeals decision conflicts with this Court's ruling on *N.C. Fed. Sav. & Loan Ass'n v. DAV Corp* that decided a breach of an oral agreement related to the note justifies a jury demand. *N.C. Fed. Sav. & Loan Ass'n v. DAV Corp.*, 298 S.C. 514, 518–19, 381 S.E.2d 903, 904–05 (1989).
3. The petitioner avers this Court has previously evaluated misaligned parties; however, this Court has not determined to the petitioners knowledge that the timing of bank assignments can provide for a jury trial when the assignment is made after the breach such that a jury could find the respondent is a third party debt collector under the UCC.
4. The Court of Appeals ruling in this case is counter to *South Carolina Community Bank* because the appellant alleged a counterclaim that is a violation of the UTPA by U.S. Bank filing a foreclosure agreement when its predecessor in title and/or servicing caused the breach.
5. The Court of Appeals ruling runs counter to this Court's ruling in *Verenes* and as such should have evaluated both the prayer for relief

and the offensive declaratory judgment action and counter and cross claims and determine a jury trial is warranted.

Here, there is

1. No valid jury waiver
2. A counter claim and a cross claim based on the respondents and its predecessor in title's breach of the documents that are the subject of the foreclosure action,
3. A claim for abuse of process due to U.S. Bank's referral to the Master in Equity with findings of fact and conclusions of law as determined by the Clerk of Court.
4. A cross claim that allows for a jury trial and if a trial court or jury found the assignments of the mortgage occurred after the lawsuit was filed as the documents reflect then the real party in interest would be Bank of America, warranting a jury trial on this claim alone.

For the above reasons and all references to the record, the petitioner respectfully requests this Honorable Supreme Court to grant a writ of Certiorari to the Court of Appeals decision in this matter.

SIGNATURE BLOCK ON NEXT PAGE DUE TO SPACING

April 20, 2019

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Rhonda L. Meisner". The signature is fluid and cursive, with the first name "Rhonda" being the most prominent part.

Rhonda L. Meisner

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