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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable William P. Keesley
Appellate Case No. 2018-001867

Case No.: 2009-CP-18-2200

RECEIVED
MAR 28 2019
SC Court of Appeals

Rene McMasters, now known as Rene McMasters Ronaghan, Appellant

v.

H. Wayne Charpia a/k/a Howard W. Charpia and Jody E. Charpia, Defendants

Of whom H. Wayne Charpia a/k/a Howard W. Charpia is the Respondent

MOTION TO STRIKE PORTIONS OF RESPONDENT'S DESIGNATION OF MATTER TO
BE INCLUDED IN THE RECORD ON APPEAL

The Appellant, Rene McMasters, hereby moves that the Court strike the following matters designated by Respondent:

2. The three (3) Lis Pendens.
4. Writs of Execution.
5. Writs of execution.
6. Records of the sale.
7. Records of the Sale.
8. Cancellation of Sale letter.
10. Statute to "foreclose on a judgment lien".
11. Appraisal.
12. Subpoena
13. Affidavit of Attorney Cisa.
14. Receipt and / or cancelled check of \$59,100.00.

16. Records of the three sales held in 2017.
17. Judge Maite' Murphy's order in case 2014-CP-07-2016.
20. All cancelled checks by the Appellant for repairs done in 2005.
21. Deed for 6005 Mansfield Blvd.
- 20 Receipt for total legal fees paid by McMasters to Attorney Cisa.

The basis for this motion is that pursuant to Rule 210(c)SCARC, "The record shall not, however, include matter which was not presented to the lower court or tribunal." The above designated matters were not presented to the lower court and should not be included in the Record on Appeal.

In support of this motion, a copy of the Respondent's Designation of Matter to be Included in the Record on Appeal and the transcript of the hearing before Judge William P. Keesley out of which this appeal arises are attached.

The Appellant also requests that this appeal be held in abeyance until this court issues a ruling on this motion.

Cisa & Dodds, LLP



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Attorney for Appellant

This 27 day of March, 2019

Respondent of Record :

H. Wayne Charpia

717 Old Trolley Road, Suite 6#360

Summerville, SC 29485

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS
Judge William Keesley

Case # 2009-CP-18-2200
APPELLANT CASE # 2018-001867

RENE McMASTERS.....APPELLANT
VS.
HOWARD W. CHARPIA & JODY E. CHARPIA.....DEFENDANTS
WHOM HOWARD W. CHARPIA IS THE RESPONDENT

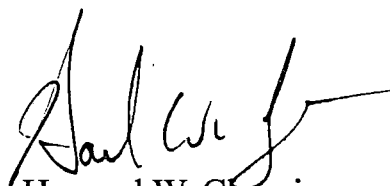
RESPONDENT'S DESIGNATION OF MATTER TO BE
INCLUDED IN THE RECORD ON APPEAL

Respondent proposes the following to be included in the Record On Appeal:

1. Original Summons & Complaint , case # 2002-CP-18-932 .
2. The Three (3) Lis Pendens filed by the Appellant , case # 2009-CP-18-2200.
3. The non-statutory Order by Judge Dickson , Order of Foreclosure and Sale filed October 29, 2012.
4. "Writs of Executions" filed in case # 2002-CP-18-932 .
5. "Writs of Executions" filed in case # 2009-CP-18-2200.
6. Record(s) of the sale held in May 2009 by the Sheriff's office pursuant to Rule 71 (a), SCRCF.
7. Record(s) of the sale held in June 2009 by the Sheriff's office pursuant to Rule 71 (a), SCRCF .
8. Cancellation of Sale letter by Attorney Cisa dated June 2009 addressed to the Sheriff.
9. Advertisement by the "Clerk of Court's" office for the three (3) sales in 2017 .
10. Statute to "foreclose on a judgment lien" for the state of South Carolina.

11. Appraisal for the property at 1450 Jahnz Ave. Summerville SC to satisfy judgment.
12. Subpoena to Attorney Demetri K. Koutrakos to obtain the "appraisal" for said property to satisfy judgment.
13. Affidavit by Attorney Cisa dated August 1, 2017 stating the "fair market value" of \$59,100.00 to Dorchester County.
14. Receipt and / or cancelled check of \$ 59,100.00 , the Homestead Exemption paid to the Respondent (Charpia) pursuant to Judge Mullen's Order of March 30, 2017.
15. Judge Mullen's Order of March 30, 2017 : Motion for Declaratory Judgment , i.e. the Homestead Exemption of \$ 59,100.00 .
16. Record of the three (3) sales held in 2017 pursuant to Rule 71 (a) , SCRCF .
17. Judge Maite' Murphy's Order dated January 26, 2015 ; case # 2014-CP-07-2016 .
18. Judge Early's Order to "prohibit bidding" by the Respondent Charpia OR anyone acting on his behalf .
19. Writ of Assistance by Judge Early to force the Respondent Charpia out of said property in four (4) days , dated August 2017.
20. All cancelled checks by the Appellant (McMasters) for repairs done in 2005 by Glen Salsman , contractor.
21. Deed for 6005 Mansfield Blvd. North Charleston dated October 2005 for \$ 555,000.00; home that is the center of said action and judgment.
22. Receipt for the total legal fees paid by McMasters to Attorney Cisa and/or Cisa & Dodds LLP .

I certify that this designation contains no matters which are irrelevant to this Appeal.



Howard W. Charpia
106 Axtell Drive
Summerville SC 29485

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State of South Carolina)
County of Dorchester)

In the Court
Of Common Pleas

Docket No: 2009CP1802200

Rene McMasters,)
Plaintiff,)

vs.)

Transcript of Record

Wayne Charpia, et al,)
Defendant.)

August 31, 2018
St. George, SC 29831

B E F O R E:

The Honorable William P. Keesley, Judge.

A P P E A R A N C E S:

Frank M. Cisa, Esquire
Attorney for the Plaintiff

H. Wayne Charpia, Pro se

Brenda J. Sigwald, Circuit Court Reporter
To The Honorable Doyet A. Early III
P.O. Box 206, Jackson, South Carolina 29831

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I N D E X

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E X H I B I T S

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1 THE COURT: All right. Mr. Charpia, you ready?

2 MR. CHARPIA: Yes, sir, Your Honor.

3 THE COURT: Mr. Cisa, is this your motion?

4 MR. CISA: Yes, sir, Your Honor, thank you, Judge.

5 Your, Honor we're here on a rule to show cause that
6 you had issued requiring Mr. Charpia to appear and show
7 cause, if he can, why the Court should not grant a judgment
8 in the amount of \$315,900 in favor of the plaintiff, Renee
9 McMasters, against Mr. Charpia. And the basis for that
10 rule to show cause was set forth in my motion for the rule
11 to show cause that you issued an order concerning.

12 Mr. Charpia, Your Honor, appeared at the
13 foreclosure sale that was held on July 5th, 2017, and was
14 the high bidder in the amount of \$375,000. Pursuant to the
15 order issued by Judge Dixon, the Order of Foreclosure and
16 Sale, it provided that should the person making the highest
17 bid at the sale fail to comply with the terms of the bid by
18 depositing money, et cetera, that the property shall be
19 sold at the risk of the bidder on the same sale date or
20 some subsequent date set by the clerk.

21 The property was then sold on August 1st, 2017 for
22 a high bid of \$59,100. So the question, I guess, becomes
23 how do we know that Mr. Charpia was the high bidder. I
24 attached his affidavit that he filed with the clerk of
25 court's office on November 16th, 2017, wherein he says, I

1 attended a foreclosure of judgment lien sale on July 5,
2 2017 and that Howard W. Charpia was the high bidder at
3 \$375,000.

4 In addition to that, Your Honor, Judge Early, who
5 was previously assigned to this case issued an order on the
6 plaintiff's motion to prohibit the defendant, H. Wayne
7 Charpia from bidding, dated July 31st, 2017 that was filed
8 on that same date; wherein he found that this is the third
9 time the property's been advertised for sale. At the last
10 sale on July 5th, 2017, the defendant was the high bidder
11 with a bid of \$375,000.

12 The defendant failed, however, to comply with his
13 bid, as he did not deposit 5 percent of his bid with the
14 clerk of court, even though he was given from July 5th,
15 2017 until July 7th of 2017 to pay the deposit.

16 So, Your Honor, I think from a prima fascia
17 showing -- in this order, you mentioned in your order on
18 the rule to show cause, this order is the law of the case
19 since it hadn't been appealed. I think from a prima fascia
20 showing, we've made out a case that Mr. Charpia bid
21 375,000; he didn't comply with the bid; and the records in
22 this case show -- that are in the clerk's file, show that
23 the property was ultimately sold on August, I think it was
24 August 5th, 2017 for \$59,100.

25 So what we're asking the Court to do is to enter a

1 judgment between the difference in the \$375,000 and
2 \$59,100.

3 Now, I contacted the clerk, Cheryl Graham, and
4 she's available to testify. But I suggest to the Court, I
5 don't know that we really need her unless you think that we
6 need her. She's here. She can come up if she needed to.

7 THE COURT: All right. Mr. Charpia?

8 MR. CHARPIA: Let's see -- good afternoon, sir.

9 THE COURT: Good afternoon.

10 MR. CHARPIA: In Mr. Cisa's motion for the rule to
11 show cause, he stated that, The plaintiff has been damaged
12 in the amount of \$315,900. He has submitted no affidavits
13 or any proof and I'd like to know how she's been damaged to
14 this amount.

15 THE COURT: Do you have anything else?

16 MR. CHARPIA: Judge Dixon's order, clearly states,
17 Should the person making the highest bid at the sale fail
18 to comply with the terms of this bid by depositing the said
19 5 percent cash, then the property shall be sold at the risk
20 of such bidder.

21 It specifies or states nothing about the defaulting
22 bidder. And the default, the legal term for default, is
23 the failure to do something required by law or to appear at
24 the required time in legal proceedings.

25 Well, the failure to do something required by law,

1 I broke no law and there is no law that says there's a
2 penalty for not -- by Judge Dixon's order -- and there's no
3 statute in the State of South Carolina that I've -- that I
4 broke a law in not depositing the 5 percent. My
5 interpretation of Judge Dixon's order, at the risk of such
6 bidder, if I didn't comply with the 5 percent, then I would
7 lose the property, I wouldn't be able to buy it.

8 There's no specific wording or mention of a
9 defaulting bidder in Judge Dixon's order from 2012. Then
10 he further states, Should the last and highest bidder fail
11 to comply with the terms of his bid within 30 days of the
12 final acceptance then the clerk of court shall
13 re-advertise.

14 Well the clerk of court never advertised the
15 property. The sheriff's department, on the first sale
16 there were five sales, there weren't three. We had a sale
17 on May the 3rd, 2009 on the courthouse steps. The
18 sheriff's department handled that sale. Mr. Cisa was the
19 high bidder at 99,000 and some change. According to the
20 law, pursuant to South Carolina Code 15-39-720, there has
21 to be an upset bid when the complaint states a deficiency
22 in judgment has been demanded. Mr. Cisa's complaint lis
23 pendens or Judge Dixon's order never stated or waived that
24 deficiency judgment. And by Statute 57-39-720, there has
25 to be an upset bid.

1 Judge Dixon's order further says, The person
2 submitting additional bids after the initial sale -- when
3 was the initial sale? Was it May the 4th, 2009 or was it
4 April 4th, 2017, that Mr. Soles bid on. Mr. Soles and I
5 never conversed on this. Mr. Soles was my oldest brother's
6 best friend for over 35 years. Mr. Soles found out about
7 the sale, he came to the sale. I was surprised that he bid
8 on the sale. He was the high bidder at \$130,000. We went
9 back the Summerville. I paid the \$6500 cash out of my
10 money. The \$70,900 that we put in deposit with the clerk's
11 office was my money, not Mr. Sole's money. The \$6500, I
12 made a motion to disperse that to me because that was my
13 money that I put forward there.

14 Judge Dixon's order further says, The clerk of
15 court shall return all deposits, except the deposit
16 securing the highest bid. If there were five or six, or
17 ten sales, the highest bid to me is, the only way to
18 interpret that would be the winning bidder. The winning
19 bidder, Mr. Cisa, at \$59,100, even though Mr. Cisa stifled
20 the bidding at the July 5th, 2017 sale, there were only two
21 bidders, Mr. Cisa and myself. He stifled the bidding by
22 raising the bid periodically to \$374,000. I bid \$375,000
23 to win the bid that day.

24 So by Judge Dixon's order, the clerk of court shall
25 return all the deposits except the deposit securing the

1 highest bid. Since Mr. Cisa is the highest bidder and won
2 the property for 59,100, a property that's been appraised
3 at \$205,000, this case should have been concluded at the
4 August 1st, 2017.

5 How long's this case going to go on? Is it going
6 to go on another 5 years? 10 years? 15 years? because
7 Mr. Cisa's going to keep making motions for more money? I
8 built Ms. McMaster a house in 2002. It was 5578 square
9 feet for approximately \$242,000. Mr. Cisa misrepresented
10 to the Court and the jury and the judge that day that the
11 front porch had to come off, the back porch had to come
12 off, the brick had to come off. And there was \$190,000 in
13 damages, alleged defects, in the home that had to be
14 repaired. A judgment was rendered against me on August the
15 4th, 2004 for \$190,000.

16 Over the 10 year active period of that, the
17 judgment ended up being \$584,364. Ms. McMasters' expert
18 witness, 5 months later, that testified that there was
19 \$190,000 wrong in the house, pulled a permit with
20 Dorchester County saying that he could repair the house for
21 \$30,364. He went in and fixed the house. I inspected the
22 house when Mr. Atkinson bought it from a foreclosed
23 mortgage of the people that bought it from McMasters. And
24 he did approximately \$2,500 worth of work on the house.
25 The brick never came off the house, the porches never came

1 off. He did some extra bolting clips on the back porch,
2 girders, and exterior beams.

3 In October 2005, 9 months later, Ms. McMaster sold
4 the house for \$555,000. She testified at court that she
5 had to disclose all the defects in the house to the
6 potential buyers. She was the listing agent on the house
7 and she did not disclose any of these defects. She made a
8 windfall in October 2005 of \$290,000.

9 I saved 23 years, I worked out in the hot sun
10 framing houses and building houses for 23 years, to build a
11 little 14 hundred square foot house on Janis Avenue. Due
12 to this judgment, McMasters has caused my residential
13 builders's license to be suspended since 2008. They also
14 took my commercial license that I worked over two years to
15 obtain, which had nothing to do with residential building.
16 I've been unable to make a living since 2008 because of
17 this judgment.

18 Now, he's bought my house for \$59,100. The house
19 is worth -- it appraised at \$205,000. This thing has
20 devastated me and my wife. I haven't been the same for
21 over a year now. I don't know, I don't know if he's asking
22 for \$3,000 or \$315,000 or \$3 million, you know, it can't
23 devastate me anymore, I don't think, Judge. It's wrong.
24 It's against the rules of the Court. How has she been
25 damaged if she's taken everything in my life from me? Over

1 a lie. The whole case is a lie.

2 THE COURT: Anything else?

3 MR. CHARPIA: Judge Dixon's order also says that
4 the clerk of court, by advertisement, according to the law,
5 shall give the notice of the time and place of such sale
6 and the terms thereof; that the clerk of court shall convey
7 to the purchaser or purchasers a deed to the property sold
8 and that the plaintiff or any other party to this action
9 may become a purchaser of sale. This -- Judge Dixon's
10 order preceded Judge Early's order. Judge Early -- I truly
11 believe, cannot deny me access to the Court or any other
12 party acting on my behalf, but he did.

13 They sold the house, they gave me four days to get
14 out of the house.

15 Going back to the \$6500, that was my money that I
16 give Mr. Soles to make the deposit. The cashier's check
17 was in his name, but it was my money. And I subpoenaed
18 Mr. Soles here today through the sheriff's department over
19 3 weeks ago. Paid my \$10 service fee. They came back a
20 week later and said the house is vacant. Well, Mr. Soles,
21 I talked to him Tuesday on the phone and they'd been out of
22 town for a couple of weeks, the house is not vacant. And I
23 don't know if this is another conspired effort by the
24 sheriff's department because Mr. McIntosh works for Kelly
25 Knight, which is L.C., the sheriff's, daughter.

1 Mr. Soles was going to be one of my main witnesses
2 today at the thing and now they have -- Mr. Cisa and
3 Mr. McIntosh, which they shouldn't have standing in this if
4 the case had been concluded on Augusta 1st, 2017 to receive
5 my \$6500.

6 Pursuant to South Carolina Code 15-39-740, deposit
7 by debtors: In no decree of sale or order thereunder shall
8 there be a requirement for the deposit of cash or other
9 gratuity of good faith prior to the conclusion of the
10 bidding of any judicial sale of real estate. This statute
11 clearly forbids any order, Judge Dixon's order, to make a
12 requirement of 5 percent bid. Mr. Cisa pinned that order
13 and sent it to Mr. -- sent it to Judge Dixon ex parte
14 communication. I never received a copy of the order before
15 he signed it.

16 South Carolina Code 15-39-750, return of deposit
17 when bid raised: When any bid is raised provided in
18 Section 15-39-720, which would be the upset-bid code, the
19 deposit therefore made by the prior high bidder shall be
20 returned. And as Judge Dixon's order again states, the
21 clerk of court shall return all deposits except the deposit
22 securing the highest bid.

23 Was Mr. Cisa the high bidder on Augusta 1st, 2017?
24 Was he the winning bidder? Does he have the house? Is he
25 making income off the house as we speak? To the best of my

1 knowledge, as of Tuesday, the renters were still in there
2 renting the house.

3 And since there were no affidavits filed specifying
4 any damages pursuant to Rule 7(b)1, an application to the
5 Court for an order shall be made by motion unless made
6 during a hearing or trial in open court with a court
7 reporter present, shall be in writing shall state with
8 particularity, the grounds therefore and shall set forth
9 the relief sought.

10 In my 16 years experience, the only statute that I
11 saw really enforced in this courtroom before all the judges
12 I've been in front of is a 12(b)6 motion. I've never seen
13 enforced, then enforce any other statutes. And I believe
14 the legislature, when they wrote these laws and bills and
15 statutes that they had intended for the statute to be read
16 as a whole.

17 I'd like to make a motion pursuant to 7(b)1 that
18 Mr. Cisa's rule to show cause motion be denied.

19 The 315,000, what are they going to want next month
20 from me. I've had several chances to get some fixer
21 upper's in the last two months, but I was hesitant because
22 the first thing I'd do is get my name on a little small
23 mortgage to buy the fixer upper and here's the judgment for
24 \$315,000. How much more they want out of me?

25 There's so much evil going on in the world today

1 and I've experienced it from Frank Cisa and Renee
2 McMasters. If I see an affidavit, what's the proof that
3 she's been damaged?

4 That's all, sir.

5 THE COURT: All right. Thank you.

6 Anything else?

7 MR. CISA: Yes, Your Honor. Just a couple of
8 things, judge. And it's certainly not my intent to fan the
9 flames of the fire.

10 Mr. Charpia seems to think that this is all my
11 client's fault or my fault. That is not the case. Mr.
12 Charpia has stirred this pot for well over 10 years.

13 How has my client been damaged? In Judge Dixon's
14 order that he issued in October of 2012 states that the
15 judgment amount was \$375,156 when you compute interest as
16 of July 30th, 2012. Interest runs thereafter at 62.99 per
17 day. At the time Mr. Charpia bid on July 5th, the pay off
18 on the judgment was \$488,000. So my client was entitled to
19 collect up to that amount without question.

20 What happened was Mr. Charpia had bid \$375,000,
21 which my client would have received, less the \$59,100.
22 That's how she's been damaged, Your Honor.

23 The jury verdict was affirmed by Court of Appeals.
24 Judge Dixon's order was affirmed. The order of foreclosure
25 and sale was affirmed by the Court of Appeals. And I ask

1 you to enter a judgment against Mr. Charpia because he bid,
2 he bid, he caused the problem. Nobody else but Mr.
3 Charpia. He bid at that foreclosure sale to delay it and
4 delay it and delay it. And I suggest to the Court that my
5 client's entitled to a judgment as we've asked for. Thank
6 you.

7 THE COURT: Anything else, Mr. Charpia?

8 MR. CHARPIA: Yes. Mr. Cisa keeps harping on the
9 appellate court order. Just in your order, Judge, from
10 July 5th, 2018, I found 14 discrepancies, just in your
11 small order. The point I make -- and we're all human, we
12 all make mistakes -- I did not appeal Judge Dixon's order
13 of foreclosure. I appealed the motion to reconsider from
14 the January 9th, 2013 hearing. I sent all those exhibits
15 to you last week.

16 Court of Appeals came back and said that the 10
17 year period was extended because McMasters sought to
18 execute on the property. There's no execution papers.
19 Mr. Cisa filed writs of executions back in 2008, 2004, and
20 withdrew both of them.

21 How did this case 2200, how was it initiated to
22 start with? My judgment case is in 2002-18CP932 under
23 Charpia Residential's LLC and Howard W. Charpia. How could
24 another case fabricate or a -- case come and sue me and my
25 wife at the time? She had no judgement against her. She

1 owned half of the house. The transfer to her was before
2 the lis pendens was filed, so Mr. Cisa can't argue on a
3 property filed lis pendens before the house is transferred.

4 Judge Williams signed an order on February 6, 2006
5 ordering Mr. Cisa to levy and execute on the property and
6 he drug his feet and he drug his feet and he drug his feet
7 over the years and years and he confused the judges and he
8 confused the Court. He misrepresented to Court.

9 With the statutes in place, the 10 year active and
10 other statutes that I've submitted today, it would not be a
11 judicial victory to award a judgment against me for
12 \$315,000 when they stole my house from me and stole my
13 livelihood. I'll never recover from this. I've tried to
14 go on. I realize every morning, I wake up, I said, you
15 know, I'm going to die without a home, you know, of my own.

16 That's all, sir.

17 THE COURT: Okay. Anything else?

18 MR. CISA: Not from me, Your Honor.

19 MR. CHARPIA: I do have one more question, Your
20 Honor.

21 THE COURT: What's that?

22 MR. CHARPIA: I'd like to reiterate how the case
23 2200, how it was initiated, how did it come about? I would
24 like to get that on the record, please.

25 THE COURT: I think it's already in the record, Mr.

1 Charpia -- I think --

2 MR. CHARPIA: No, sir, it's never been -- no judge
3 has never stated. Mr. Cisa has never stated how it came
4 about.

5 THE COURT: I'm not going to engage in an argument
6 with you.

7 These two things that you sent to me, you want them
8 made a part of this record?

9 MR. CHARPIA: Yes, sir.

10 THE COURT: Okay. And what is this -- on this DVD?

11 MR. CHARPIA: That's the first sale. In your
12 order, one of your discrepancies in your order on July 5th,
13 2018, you said there were three sales. There were five
14 sales. There was a sale on May the 4th, 2009, Mr. Cisa bid
15 approximately \$99,000 and some change. Pursuant to the law
16 15-39-720 and 15-39-760, there has to be an upset bid sale.
17 The sheriff's department handled that and followed the
18 letter to the law.

19 Mr. Cisa waived no deficiency judgment in his
20 complaint or ignored Judge Dixon's order. It has to be in
21 writing. It has to be waived. If not, there has to be an
22 upset bid sale. And no upset bid sale took place on April
23 4th, 2017, July 5th 2017, or August 1st, 2017.

24 MR. CISA: Judge, just for the record, whatever
25 Mr. Charpia sent to you, he did not send to me so I have no

1 idea what you're talking about or what Mr. Charpia is
2 talking about.

3 THE COURT: All right. If there's nothing else,
4 I'll review the matter and notify you of a decision in the
5 record. Thank you very much.

6 Just mark these as Court Exhibits.

7 You can look at them. If you need time to respond,
8 just ask for time to respond, please.

9 MR. CISA: Thank you, Judge.

10 THE COURT: Thank you.

11 MR. CHARPIA: Thank you, sir.

12 * * * * * END OF TRANSCRIPT * * * * *

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State of South Carolina)
County of Aiken) **Certificate of Reporter**

I, Brenda J. Sigwald, Official Court Reporter for the Second Judicial Circuit of the State of South Carolina, 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 Court of Common Pleas in and for the State of South Carolina on the 31st day of August 2018.

I FURTHER CERTIFY that I am neither kin, counsel, nor of interest to any party hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Aiken County, this 21st day of November 2018.

Brenda J. Sigwald
Brenda J. Sigwald,
Court Reporter and Notary Public
For the State of South Carolina
My commission expires
January 4, 2020

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable William P. Keesley
Appellate Case No. 2018-001867

Case No.: 2009-CP-18-2200

RECEIVED
MAR 28 2019
SC Court of Appeals

Rene McMasters, now known as Rene McMasters Ronaghan, Appellant

v.

H. Wayne Charpia a/k/a Howard W. Charpia and Jody E. Charpia, Defendants

Of whom H. Wayne Charpia a/k/a Howard W. Charpia is the Respondent

PROOF OF SERVICE

I certify that I have served a copy of the Appellant's Motion to Strike Portions of Respondent's Designation of Matter, by United States Mail, postage prepaid, on March 27, 2019, addressed to the Respondent, H. Wayne Charpia, at 106 Axtell Drive, Summerville, SC 29485.

Cisa & Dodds, LLP



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March 27, 2019

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March 27, 2019

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

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MAR 28 2019
SC Court of Appeals

RE: Rene McMasters Ronaghan v. H. Wayne Charpia
Case No.: 2009-CP-18-2200
Appellant No.: 2018-001867
Our file: 09-084

Dear Ms. Kitchings:

Enclosed is the original and seven (7) copies of the Appellant's Motion to Strike portions of the Respondent's Designation of Matter to be Included in the Record on Appeal together with my Proof of Service and my firm check payable to the Clerk's office in the amount of \$50.00. I would appreciate you filing the original and returning one (1) filed copy to me in the self-addressed stamped envelope provided.

With kindest regards, I am

Very truly yours,



Frank M. Cisa

FMC/alp

Enclosures

cc: H. Wayne Charpia (w/encls.)

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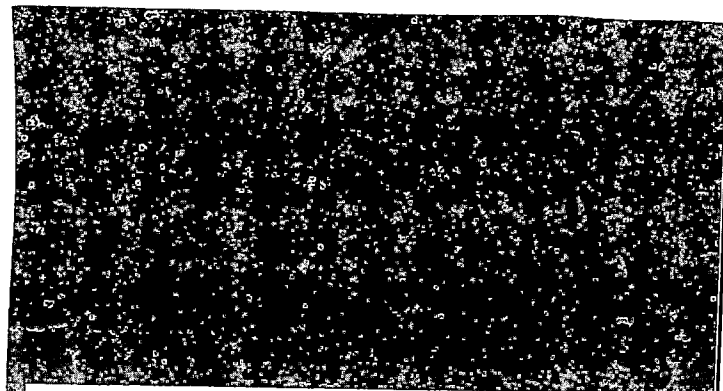
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SC Court of Appeals

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