

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Mikell R. Scarborough, Master In Equity

Case No. 2019-000205

RECEIVED

DEC 20 2019

SC Court of Appeals

The Savannah Homeowners Association, Inc.,Respondent,

v.

Denise H. Jones and LVNV Funding, LLC,Defendants,

Of Whom Denise H. Jones is the Appellant.

SUPPLEMENTAL RECORD ON APPEAL

Derek F. Dean
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Appellant

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TRANSCRIPT

Transcript of Hearing, November 6, 2018, pp. 41-472

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1 they started with Sentry Management in 2014, I
2 believe.

3 THE COURT: Okay.

4 THE WITNESS: Yeah, 2014.

5 THE COURT: So you're familiar with what was
6 going on?

7 THE WITNESS: Yes.

8 THE COURT: During this time?

9 THE WITNESS: Yep.

10 THE COURT: Okay. And then from there, it
11 looks like the regular monthly assessments of 222.15,
12 and then you've got the ongoing monthly late fee
13 charge of 30, which you've established the basis for
14 that?

15 THE WITNESS: Uh-huh.

16 THE COURT: And then the interest just
17 continues to accrue. What's the interest rate? And
18 I'm assuming it's accruing on the running balance, is
19 I assume what's being done?

20 THE WITNESS: It is on the running balance.
21 I think it's 1.8 percent per month?

22 MR. DEAN: It's 18 percent per annum, 1.5.

23 THE COURT: Eighteen per annum, one and a
24 half per month? Okay. Because that's the one thing,
25 the one figure that keeps going up?

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1 THE WITNESS: Yes.

2 THE COURT: So that gets us -- I follow you
3 through '17. It looks like in September of '17 --
4 well, let me go back. Let me go back to the first
5 page in February of '18. There's some sort of
6 corrected review assessment adjustment of -- it says a
7 credit of 215.38 being shown? Do you see that?

8 THE WITNESS: I do.

9 THE COURT: It's about the sixth line down?

10 THE WITNESS: Yes. I'm not sure without
11 trying to search records what that was for.

12 THE COURT: Does the DW mean anything, to the
13 side?

14 THE WITNESS: Probably Dawn Wilson, an
15 employee.

16 THE COURT: Employee?

17 THE WITNESS: At our corporate office.

18 THE COURT: So that may well have been a
19 monthly assessment or something?

20 THE WITNESS: Right.

21 THE COURT: For 2000 --

22 THE WITNESS: '17.

23 THE COURT: '16, it would be a '16
24 assessment, wouldn't it?

25 THE WITNESS: '16, yes, Your Honor.

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1 THE COURT: All right. Hold on a second, let
2 me just do some math so I can get my head together.
3 If you multiply 215.38 times four, you get the 861.52.
4 So it's a credit coming right back to her it looks
5 like.

6 MR. DEAN: Your Honor, I don't know why they
7 would have backed out the 215.38, but in any event, it
8 maneuvers to Ms. Jones's benefit.

9 THE COURT: Sure. It makes the assessment to
10 be three months instead of four months, right?

11 THE WITNESS: Yes.

12 THE COURT: Okay. Going back in time to '16?
13 Okay. All right. And then let's go on to Page 2, and
14 it looks like everything goes the same. They're
15 starting to accrue some legal fees over there in that
16 right-hand column. But on 9/7 of '17, it looks like a
17 payment comes in and it gets applied to all three
18 accounts is what it looks like?

19 THE WITNESS: Yes.

20 THE COURT: So, basically, 395 for the
21 assessments, 32.80 for the special assessment, and
22 then 72.75 for rent. And then same at the end of that
23 month, 9/30, \$360 credit. October, \$69 credit. All
24 right. Another payment, but this just -- I don't know
25 who or how that gets assessed, but when a payment

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1 comes in, it gets applied.

2 THE WITNESS: It does, yes. It usually goes
3 towards interest and late fees first and then legal
4 and then towards the balance on the account.

5 THE COURT: All right. Very good. Now I'm
6 on page, I believe Page 3. So I get over to January 1
7 of '18, and once again, I see that special assessment
8 for the roofs of 750?

9 THE WITNESS: Yes.

10 THE COURT: And I'm assuming since Ms. Jones
11 is, according to y'all's records, is delinquent she
12 would have had to have requested that to be a
13 monthly -- added to her monthly assessment, but that
14 didn't get done. So it just comes as a one-time
15 charge, right? Am I correct on my --

16 THE WITNESS: They changed it a little bit,
17 when we did the books originally in 2018, they did
18 bill them for the entire year. And then if you look
19 on February 1st, they actually went and reversed it,
20 and then credited the 687.50.

21 THE COURT: Okay.

22 THE WITNESS: And then they billed it monthly
23 instead at the \$62.50 per month each month instead.

24 THE COURT: Okay. So that's what that 62.50
25 reflects?

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1 THE WITNESS: Yes, yes.

2 THE COURT: Okay. Got you. All right.
3 Looks like some cash came in in February, March,
4 April, May, nothing in June or July. But then in
5 August, \$200 comes in. Nothing in September. October
6 is a credit. And then since that time -- let's see,
7 we've gotten to -- is that the figure we testified to,
8 the 9,772.49?

9 THE WITNESS: Yes.

10 THE COURT: Is where we are as of today,
11 yeah. I see all these special assessments going down
12 later, but that's your accountant doing that, right?

13 THE WITNESS: Right.

14 THE COURT: So the monthly assessment for the
15 month of November -- so this year's assessment is the
16 224.66 figure?

17 THE WITNESS: Correct.

18 THE COURT: And then 62.50 per month on the
19 roof, and then once again, is it true -- is it once
20 it's late, the late fee would be a charged if there's
21 any balance due; is that right?

22 THE WITNESS: Yes.

23 THE COURT: That's what I'm reading? Okay.
24 All right. And then again, interest continues to
25 accrue on the running total at the 18 percent prime?

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1 THE WITNESS: Right.

2 THE COURT: All right. And that's how you
3 come up with the 9,772.49.

4 THE WITNESS: Yes.

5 THE COURT: The next thing you testified to
6 was about the roof repairs and there being the ability
7 to accelerate those in the event of default. Was the
8 acceleration, is that what got you to the 11,000
9 figure?

10 THE WITNESS: If it was accelerated, it
11 would. Those numbers are actually on every owner's
12 account, because it was passed for three years.

13 THE COURT: Okay.

14 THE WITNESS: So since it's on every owner's
15 ledger account --

16 THE COURT: That's why --

17 THE WITNESS: It's just not due until each
18 month.

19 THE COURT: That's why the 62.50 shows?

20 THE WITNESS: Right.

21 THE COURT: Right?

22 THE WITNESS: That's correct.

23 THE COURT: Okay. All right. I'm with you
24 on that.

25 MR. DEAN: And we're not seeking that, Your

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1 Honor.

2 THE COURT: Got it, got it. Okay. That's
3 into the future, right?

4 MR. DEAN: Correct.

5 THE COURT: Okay. I'm with you on that. And
6 then the interest, we've covered, and late fees we've
7 covered. We've figured out what the 861.52 came from.
8 All right. Attorney's fees to be submitted. So the
9 roof is a special assessment. All right. I think I
10 understand what's going on there. I know it's been
11 explained, that one. And that current assessment,
12 roof assessment, is through December of 2020?

13 THE WITNESS: Yes.

14 THE COURT: Got it. Effective '17, or is
15 that the '18 assessment?

16 THE WITNESS: '18, that was the '18 one.

17 THE COURT: '18.

18 THE WITNESS: January 1, '18.

19 THE COURT: Okay. All right. Let me first
20 start: Mr. Dean, any questions about the followup of
21 my questions of Ms. Barnes?

22 MR. DEAN: No, not just -- not to make it any
23 more complicated, but I do want the Court to be aware
24 of the statement that's been introduced as Exhibit 1
25 does contain some of the attorney's fees.

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CERTIFICATE OF COUNSEL

The undersigned certifies in accordance with Rule 210(g), SCACR, that the Supplemental Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



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12/20, 2019

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Date: December 20, 2019
To: The Honorable Jenny Abbott Kitchings
Fax #: 803-734-1839
Re: Supplemental Record on Appeal; Certificate of Counsel and Proof of Service
Pgs.: 13 (includes fax cover sheet)

Please see the attached from Derek F. Dean, Esquire.

Thank you,
Brenda Casey

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December 20, 2019

VIA REGULAR MAIL & FACSIMILE (803-734-1839)

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

Re: *The Savannah Homeowners Association, Inc. v. Jones, et al.*
Appellate Case No.: 2019-000205

Dear Ms. Kitchings:

Enclosed is the unbound original and fifteen bound copies of the Supplemental Record on Appeal along with the original and one copy of the Certificate of Counsel and Proof of Service in the above case. Please file the documents and return a clocked-in copy within the self addressed stamped envelope.

By copy of this letter, I am serving Appellant with a copy of the aforementioned Supplemental Record on Appeal, Certificate of Counsel and Proof of Service.

With kind regards, I remain

Yours very truly,



Derek F. Dean

DFD/bdc

Enclosures

cc: Ms. Denise H. Jones (w/enc.)