

Case No: 2020-000261

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) C/A No. 2018-CP-32-02725

U.S. Bank National Association,
Plaintiff,

v.

Jeanette Islar, PR of Estate of
Stephanie Jancie Islar et al.,

Defendants.

RECEIVED
MAR 11 2020
SC Court of Appeals

HEARING

COPY

Monday, January 13, 2020
2:03 p.m. - 2:23 p.m.

The hearing before the Honorable James O. Spence, Master-In-Equity for Lexington County, was taken at 205 East Main Street, Suite 204, Lexington, South Carolina on the 13th day of January, 2020 before M. Sean Cary, Court Reporter and Notary Public in and for the State of South Carolina.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

APPEARANCES

John B. Kelchner, Esquire
HUTCHENS LAW FIRM
240 Stoneridge Drive, Suite 400
Columbia, South Carolina 29210-8013
Attorney for the Plaintiff

Also Present:

Helen V. Washington-Thomas, Pro-se Defendant
Gail Faircloth, Officer of the Court

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EXHIBITS

(No exhibits were marked during the hearing.)



1 CALL TO ORDER

2 **THE COURT:** All right. We're here on U.S. Bank
3 versus Islar et el, it's 2018-CP-32-02725.
4 This is a foreclosure case. I'll just note for
5 the record that on the screen we have the court
6 filings and the various things that have been
7 filed. This was a foreclosure that was
8 processed during 2019. We had an, a order --
9 order of foreclosure that was filed on, okay,
10 the notice of sale was originally filed August
11 29th, an order was, would have been filed on
12 the same time, there's the notice and the order
13 was filed same date. There was thereafter, in
14 November, a motion filed to vacate which is the
15 motion that Ms. Washington-Thomas is here on
16 today, so she filed that on November 8th.
17 Jeanette Islar is the personal representative
18 of the estate of Stephanie Janice Islar and
19 then it has Ms. Thomas -- Ms. Washington-
20 Thomas as a defendant in the County EMS and the
21 HOA Association. I will also point out that
22 the sale went to a third party and it generated
23 a surplus of \$21,969.88. We've been on stand
24 down, we haven't given the deed, we haven't
25 dispersed the money and all that will be



1 MR. KELCHNER: Good afternoon, Your Honor. John
2 Kelcher on behalf of the Plaintiff, U.S. Bank
3 National Association. Your Honor, this, the
4 motion to Void Judgement appears to, it does
5 appear to argue standing or that the Plaintiff
6 wife* standing to foreclose and appears to
7 argue that the court lacks jurisdiction, at
8 least that's where I -- I glean from these
9 citations set forth in the motion. The
10 standing issue, first of all the jurisdiction
11 issue, that was resolved by virtue of the,
12 there is a motion to move it to Probate Court,
13 I think Your Honor entered an order in January
14 of last year by denying that motion and the
15 finding that jurisdiction was proper before you
16 so I think that issue's already been
17 adjudicated. As far as the standing issue goes
18 that was an issue that should've resolved or --
19 or objected to during the course of the case
20 prior to a judgement being entered. There was
21 no 59(e) motion moving to set it aside, there
22 are no grounds set forth here that basis to
23 file any sort of motion to reconsider even
24 before you get to the, any kind of meritorious
25 defense she may have so I don't think the



1 argument of any, of standing is something that
2 could be set forth at this point because
3 there's nothing that -- that, no argument made
4 in the motion saying that the, providing that
5 the judgement should be voided, it's just a
6 deed. So, with that Your Honor I beli- -- I --
7 I would request that you deny the defendant's
8 motion, issue the deed and -- and so we can
9 proceed and -- and conclude this matter.

10 **THE COURT:** All right. Thank you. I wanna -- I
11 wanna explain -- before I make my ruling, I
12 wanna explain my understanding of the
13 chronology in this so hopefully it'll be
14 understandable. And the original mortgage that
15 was made was done in 2012 by Stephanie Islar.
16 All right. And that, Ms. Thomas, that's not,
17 I just want you to know that that's not you,
18 that was somebody else, who, is -- is she a
19 relative of yours?

20 **MS. WASHINGTON-THOMAS:** She is a, she's like a
21 sister to me, my Godmother.

22 **THE COURT:** Right.

23 **MS. WASHINGTON-THOMAS:** And sist- -- she's a
24 Godsister.

25 **THE COURT:** All right. Is she -- is she ---



1 MS. WASHINGTON-THOMAS: Was ---

2 THE COURT: --- or -- or she was ---

3 MS. WASHINGTON-THOMAS: --- she's deceased.

4 THE COURT: Okay. She's deceased. Now when she did
5 this in 2012, then thereafter I believe she
6 deeded it to you ---

7 MS. WASHINGTON-THOMAS: Yes, sir.

8 THE COURT: --- is that correct? So, she deeded ---

9 MS. WASHINGTON-THOMAS: Ms. Jeanette is ---

10 THE COURT: Right.

11 MS. WASHINGTON-THOMAS: --- deeded.

12 THE COURT: Okay. She deeded ---

13 MS. WASHINGTON-THOMAS: Yes.

14 THE COURT: --- she deeded it to you ---

15 MS. WASHINGTON-THOMAS: Yes.

16 THE COURT: --- but she deeded it to you after she
17 did the mortgage so -- so your deed was
18 chronologically after she made promises to the
19 mortgage company to pay. So, the way, let me
20 finish, please ---

21 MS. WASHINGTON-THOMAS: Uh-huh.

22 THE COURT: --- the way property law works in South
23 Carolina is it's based on time, for example, if
24 I went in today and borrowed money from the
25 bank on and put my house up as collateral I



1 couldn't then deed it to my son in a month and
2 say I deeded it to you and you don't have to
3 pay the bank because it's already on record.
4 So, that was the situation here, the obligation
5 to pay the mortgage attached to the dirt some
6 five years before she deeded it to you so
7 before you had any interest in it by virtue of
8 the deed there was already a legal obligation
9 to pay that debt that was secured by the dirt
10 or -- or the property you're living in. So,
11 the reason you are even in the case was not
12 because you were living in the house, but
13 because she deeded it, her interest to you and
14 her interest in you again was after the
15 mortgage. After the bank gave her money she
16 can't then say you gave me money, I get to step
17 away from it because she did that, she did the
18 note back in 20-- 2012, she did the deed in
19 2017. Now -- All right. Hold on, let ---

20 **MS. WASHINGTON-THOMAS:** I was gonna -- so you're
21 saying that they actually gave her money?

22 **THE COURT:** Yes, ma'am. They didn't just make up a
23 note in the mortgage ---

24 **MS. WASHINGTON-THOMAS:** Can I see ---

25 **THE COURT:** --- and sign it.



1 MS. WASHINGTON-THOMAS: Is the original wet ink
2 here?

3 THE COURT: At trial it was. If what the rule --
4 what the rule says about the original wet ink
5 note is is that if she or -- or her legal
6 representative afterward when you file the --
7 the mortgage complaint they could've said I
8 don't believe she signed it, I don't believe
9 there's a HUD statement because what that does
10 then is that makes the judge say bring it, show
11 me the check, show me the stuff, nobody did
12 that when the lawsuit was filed. We had the
13 hearing ---

14 MS. WASHINGTON-THOMAS: Yeah, I didn't -- yeah.

15 THE COURT: --- we had a hearing, we have a record,
16 people were served, nobody showed up and the --
17 and the law says is you can introduce a copy
18 unless somebody complains there isn't wet ink.
19 And certainly we can always -- we can always
20 pro- -- could always procure the wet ink. So,
21 I -- I just wanted you to understand that.

22 MS. WASHINGTON-THOMAS: Right.

23 THE COURT: Now ---

24 MS. WASHINGTON-THOMAS: It's not ink, but ---

25 THE COURT: And now ---



1 MS. WASHINGTON-THOMAS: --- it's ---

2 THE COURT: So -- so -- because it follows it, and
3 that makes sense otherwise people would borrow
4 money and they'd never pay for it 'cause they'd
5 just say I decided I don't wanna pay for it.
6 Now, the other thing that you have to be alert
7 to is I- -- I'm, you- -- you've said something
8 about wanting to appoint me as a trustee, you
9 -- you -- in -- in private contracts for
10 example you can appoint a private person as a
11 trustee of your trust, in bankruptcy court
12 there's a bankruptcy trustee, in civil court
13 I'm a judge, and I get judge by virtue of an
14 order of reference which was filed. So, I've
15 al- -- I've been -- my authority is not by
16 anybody saying I'm appointing you, but they
17 nominate me for the Clerk of Court or a Circuit
18 Court Judge to sign an order to have it
19 referred to me so that was done properly, it
20 was -- I didn't sign the order, he didn't sign
21 the order, she didn't sign the order, either
22 the Clerk of Court or a Circuit Court Judge
23 signs it. So, an individual can't appoint me
24 as a trustee in this case, I was appointed
25 through an order of reference which is a



1 statute that was passed by our legislature
2 long, long, long, long time ago. So, there's
3 -- there's -- I mean, I've read the st- -- the
4 stuff too, I don't see any valid defense to --
5 to voiding the deed. Now, what I need to know
6 is this, are you living in the property?

7 **MS. WASHINGTON-THOMAS:** Yes, sir. I was until
8 somebody ca- -- I didn't know what was
9 happening, I am a traveling nurse and about 70
10 percent of my time working with my patients, my
11 family is there, my children, my niece's and
12 nephew's they are there with me, that's where
13 I live. Yes, sir.

14 **THE COURT:** All right. Well ---

15 **MS. WASHINGTON-THOMAS:** And on Thursday, like I
16 said, I got a call, my nephew had said that
17 someb- -- that some of my, our things were
18 outside the house so I had to leave my job and
19 I came over and I saw that someone had come
20 into the house and put some of the things out.
21 I -- I di- -- couldn't understand that.

22 **THE COURT:** We ---

23 **MS. WASHINGTON-THOMAS:** So ---

24 **THE COURT:** Hold -- hold on for a minute.

25 **MS. WASHINGTON-THOMAS:** Okay. Yes, sir.



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THE COURT: Have we got a deed?

MS. WASHINGTON-THOMAS: I have my -- oh, I'm sorry.

THE COURT: All right.

MS. WASHINGTON-THOMAS: I have my deed ---

THE COURT: No, hold on a minute.

MS. WASHINGTON-THOMAS: Called Lexington County Sheriff Department too and they came out and I put -- put my things back in the property.

THE COURT: I'm just looking for something. All right. I'm not -- I'm not sure, 'cause we didn't do a -- we didn't -- I don't see a ---

MS. WASHINGTON-THOMAS: I know they didn't ---

THE COURT: --- I don't see a put-out order here. Hold on a second.

THE COURT: We didn't do a put-out order, did we?

MS. WASHINGTON-THOMAS: No, sir.

THE COURT: Okay. All right. Now, what happened after that?

MS. WASHINGTON-THOMAS: So I called Lexington County Sheriff Department and an officer came out and -- and assessed what I was saying, he came in, he was like, I -- I don't understand, you know, what happened. I had my, I showed him my deed that I am the owner of the property. I said Judge James O. Spence did not -- I didn't get



1 any notice about any of this occurring, 'cause
2 he asked if it was an eviction before I showed
3 him my deed and he was like ---

4 THE COURT: Well, here- -- here's ---

5 MS. WASHINGTON-THOMAS: --- you're not a tenant.

6 THE COURT: --- here's what I think happened ---

7 MS. WASHINGTON-THOMAS: So ---

8 THE COURT: Here- -- here's what I think happened
9 based on the timeline ---

10 MS. WASHINGTON-THOMAS: But I went in, I wen- -- he
11 let me go back in ---

12 THE COURT: Okay. Tha- -- that's good, but here- --
13 here's what -- here's why I think that
14 happened.

15 MS. WASHINGTON-THOMAS: Yes, sir.

16 THE COURT: When the property was sold, the third
17 party -- third party bought it, they complied,
18 we sent them a deed on November 4th, you filed
19 your motion to vacate on November 8th. So what
20 happened was is we sent the deed out, and then
21 four days later we got a -- a motion to vacate.
22 So we wouldn't have had any notice not to
23 process it and we processed it along the normal
24 thing, sent the deed out, and we sent the deed
25 out four days before you filed your notice. So



1 that's how they got a deed.

2 MS. WASHINGTON-THOMAS: Okay.

3 THE COURT: So that- -- that's why that happened.

4 MS. WASHINGTON-THOMAS: That's not -- okay.

5 THE COURT: So that's ---

6 MS. WASHINGTON-THOMAS: You're gonna correct it.

7 THE COURT: Well, I -- I mean they got -- they got a
8 deed and it was done correctly then because we
9 had no notice you had filed a motion.

10 MS. WASHINGTON-THOMAS: But they were notified as
11 well, Judge Spence.

12 THE COURT: Well, I -- I -- I understand that's a --
13 that's a different issue, that's a whole
14 different issue that you may need to talk to an
15 attorney about, but I was trying to make sure
16 why we sent a deed out and I wanted to make
17 sure the deed went out before your motion was
18 filed so to make sure our process was done
19 correctly. We can't -- once we send the deed
20 out to a third pary ---

21 MS. WASHINGTON-THOMAS: Oh.

22 THE COURT: --- what they do is you and them, but he
23 put you back in possession, right?

24 MS. WASHINGTON-THOMAS: The -- yes.

25 THE COURT: Okay. All right.



MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: Now, is there anything else you -- you'd like to add?

MR. KELCHER: No, Your Honor.

THE COURT: Okay. All right. I -- I'm going to very respectfully deny the motion because we had a proper hearing, the mortgage attached, you got your deed afterwards, we had a hearing, they filed the -- the -- the documents that the law and the statute requires, that being said, there are two other issues. Now, he doesn't claim any interest in the property now because that it's been foreclosed, it's been sold to someone else. Now, your issue with the people who tried to come in and put something out is between you -- you can always talk to an attorney about your rights on that. Now, what I would suggest that the parties do if there is a question, our normal practice after that, if there is somebody in possession of the property after a -- a deed is given, we very typically have a rule to show cause. So we will probably be issuing a rule to show cause and ask you and VWV to come up in front of the Court because at that point I have to make a decision on when



they get possession, because they get possession of the house because they bought it at the sale. So, that will be the next step, but what we don't have and what we don't like to have is somebody showing up while you're at work putting your stuff out on the street when you're not there so it appears that you've discussed that with the Sheriff's Department so the next thing's that's gonna happen is, is we're gonna send a rule to show cause to talk about a vacate date and that's the point we'll have -- we'll have a court reporter again and you'll tell me your facts and they'll tell your facts and if y'all can't reach an agreed upon move out date then I have to set one. All right?

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: Given that -- given that, what the Sheriff's Department, normally tells us and -- and Gail, tell me the number, for example, if we sent one today they normally say how many days ---

MS. FAIRCLOTH: To get ---

THE COURT: --- to get it processed ---

MS. WASHINGTON-THOMAS: --- it processed?



~~THE~~ COURT: Yeah.

MS. FAIRCLOTH: Yeah, it's usually about 30 to 45 days.

~~THE~~ COURT: Yeah. So, if we sent one over there today, what the Sheriff says put a date 30 or 45 days from now so at a minimum you know then I've got 30 to 45 days before something can happen, it may be longer, it may not be based upon when we have this hearing, but at a minimum, like I said, if we process the order today they'd tell us, put this date in it which is normally 30 to 45 days out, does that make sense?

MS. WASHINGTON-THOMAS: Yes, sir.

RULING OF THE COURT

~~THE~~ COURT: All right. Now, the next thing is this, because you have filed this motion, he's gonna do an order, he's gonna say we heard it, we argued it, this is what we said, denied, sale confirmed, denied, no reason to vacate. We have money to disperse, we can't -- we can't have a hearing to disperse the money to any of the creditors or the heirs by statute until the appeal period runs so once we file the order he doesn't care because all they're arguing about



is money unless -- unless you appeal it, then if you appeal it then he does care, but unless y'all come up with something that says we've withdrawn this, we've dismissed our claim, we can't appeal it, we gotta wait an extra 30 days after he files his order before we can even schedule the hearing to decide who to give the money to. All right. So, does that make sense?

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: So, if -- if that's part of the calculation of moving out just remember, we can't disperse it to anybody and we don't know who's entitled to it yet because what the law says is when there's surplus it goes to creditors first if they file properly and then the owner and if there aren't any creditors who file claims it goes to the owner and you're the owner now, right?

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: Okay. So, talk to an attorney, all right?

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: I can't give you legal advice, can't tell you what to do, but I can say talk to an



South Carolina attorney who knows something about this, all right?

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: Now, do you have any questions you want to ask me or counsel?

MS. WASHINGTON-THOMAS: So, you -- so if these people come back to the property I wanna know my rights. You're saying that I'm to stay in the property, you're gonna put this ---

THE COURT: I ---

MS. WASHINGTON-THOMAS: --- order in?

THE COURT: I'm gonna do an -- he's gonna send an order and I -- and he's gonna send you a copy ---

MS. WASHINGTON-THOMAS: Uh-huh.

THE COURT: --- and I'm gonna review it, and if it -- and if -- and if I'm comfortable with what it says, normally I tweak the orders a little bit, but if I'm comfortable, sometimes I don't, if I'm comfortable I'll sign it, all right. And then -- then that means there's 30 days before we can do anything other than that.

MS. WASHINGTON-THOMAS: That means this person, this development company that says that they have -- that they bought ---



THE COURT: They've got a deed, right. Right. What -- what we're gonna do is we're gonna go ahead and send out a rule to show cause on this that's gonna say stand down, this is how we're gonna resolve this, all right. They don't need to be coming by while this is going on, they've got a deed, but there's also this other stuff going on.

MS. WASHINGTON-THOMAS: They vandalized a lot of my

THE COURT: All right. Well, again ---

MS. WASHINGTON-THOMAS: That's -- I'm doing ---

THE COURT: Yeah.

MS. WASHINGTON-THOMAS: --- it myself, I'm ---

THE COURT: Right. You go talk to somebody else ---

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: --- because that's not him ---

MS. WASHINGTON-THOMAS: That's not ---

THE COURT: --- that's not his people ---

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: --- and that's not before me ---

MS. WASHINGTON-THOMAS: Right.

THE COURT: --- that's not -- that's not something that's been referred ---

MS. WASHINGTON-THOMAS: Actually ---



THE COURT: --- to me to hear.

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: Okay. All right. Anything further?

MR. KELCHNER: No, Your Honor.

THE COURT: All right. Will you confirm with him your email address?

MS. WASHINGTON-THOMAS: V-A-L-E-N-C-I-A, heavenly H-E-A-V-E-N-L-Y, creations C-R-E-A-T-I-O-N-S LLC at aol.com. I'm sorry, it's a long ---

MR. KELCHNER: That's okay.

MS. WASHINGTON-THOMAS: --- email.

MR. KELCHNER: Just to make sure I've got it, V-A-L-E-N-C-I-A-S, heavenly H-E-A-V-E-N-L-Y creations C-R-E-A-T-I-O-N-S LLC at aol.com?

MS. WASHINGTON-THOMAS: Yes, sir.

MR. KELCHNER: All right.

THE COURT: All right. Now ---

MS. WASHINGTON-THOMAS: And ---

THE COURT: --- if I could have you -- if by Friday you will do a global email to the court and -- and to you and to all -- anybody else you've got stuff to that just says pursuant to your -- your oral ruling on Monday I'm to draft an order, I will submit this order before this date, so that way you will know and I will know



when it -- when it's coming and we won't just be wondering when they're gonna send the order in. But I always do that to the attorney who drafts it because they don't know whether, you know, they -- he might be ---

MS. WASHINGTON-THOMAS: I understand what you're saying.

THE COURT: --- in court the next 12 days.

MS. WASHINGTON-THOMAS: Uh-huh.

THE COURT: So anyway, he'll do that, but we'll have a target date, all right. And then what we're gonna do is we're gonna go ahead and do the rule to show cause where we can get the purchaser in, tell them they gotta stand down and how we're gonna process this. And the other thing I would just say in the proposed order, if you will remember to put in the court reporter information since there won't be a Form-4, if you'll just, you know, put in the beginning head the court reporter information and if you'll get a copy of the court reporter card, so if ---

MS. WASHINGTON-THOMAS: That's my court reporter.

THE COURT: --- so if you go to talk to an attorney



MS. WASHINGTON-THOMAS: Uh-huh.

THE COURT: --- you can get them to contact ---

MS. WASHINGTON-THOMAS: Yes.

THE COURT: --- them and get it and read what was said. All right. Do you feel like you understand what we -- I'm not asking you if you agreed with it, but do you feel like you understand what we did today?

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: Okay. And you understand kinda what we're gonna do going forward?

MS. WASHINGTON-THOMAS: Yes, sir.

THE COURT: Okay. All right.

MS. WASHINGTON-THOMAS: Thank you, I ---

THE COURT: Okay.

MS. WASHINGTON-THOMAS: --- appreciate that.

THE COURT: All right. Thank you. And ---

MS. WASHINGTON-THOMAS: May I also put on the record, I know you're gonna email it, but I'm a hands-on person, could you please put one in the mail to me as well?

MS. FELCHNER: Sure. Absolutely

MS. WASHINGTON-THOMAS: Thank you.

THE COURT: Yeah.

MS. WASHINGTON-THOMAS: And it's at Post Office Box,



that way, like I said, these people were treacherous so I don't trust ---

~~THE~~ COURT: You know, two ways are always, that doubles your chance of getting it.

~~MS.~~ WASHINGTON-THOMAS: Yes.

~~MR.~~ KELCHNER: Sure -- sure.

~~MS.~~ WASHINGTON-THOMAS: Yes.

~~MR.~~ KELCHNER: Post Office Box?

~~MS.~~ WASHINGTON-THOMAS: Post Office Box 1172 Columbia, South Carolina 29202.

~~MR.~~ KELCHNER: All right. PO Box 1172 Columbia, South Carolina 29202?

~~MS.~~ WASHINGTON-THOMAS: Yes. Yes. Yes.

~~MR.~~ KELCHNER: Okay. All right.

~~THE~~ COURT: Okay. All right. Thank you. Thank you, very much. Thank y'all.

~~MS.~~ WASHINGTON-THOMAS: Good luck.

(There being nothing further, the hearing concluded at 2:23 p.m.)



CERTIFICATE

This is to certify that the within hearing consisting of twenty four (24) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was recorded by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on January 17, 2020.

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MAR 11 2020

SC Court of Appeals



M. Sean Cary
Court Reporter

Notary Public for South Carolina
My Commission Expires: January 29, 2023



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SC Court of Appeals

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1/6/2020

Helen V. Washington-Thomas
P.O. Box 1172
Columbia, SC 29202

We accept:



RE: U.S. Bank National Association vs. Jeanette
Islar, PR of Estate of Stephanie Jancie Islar et
al. C/A No.2018-CP-32-02725

(Estimated Deposit of \$220.00 for Appearance fee
and partial Transcript
paid on 1.6.20)

ORIGINAL AND ONE COPY - HEARING	0.00
Transcript of Hearing before Honorable: James O. Spence - 1.13.20	150.00
Appearance Fee - (1 hour)	60.00

For accounts that are 90 days past due a service charge
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After 120 days a service charge of 5.0% will be applied.

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Payments/Credits	-\$210.00
Balance Due	\$0.00

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