

April 7, 2021

The South Carolina Court Of Appeals

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APR 09 2021

SC Court of Appeals

Lisa Michelle Ray, Appellant

VS

Parkway Village Apartments, Respondent

Case No. 2020-000629

As per letter dated March 30, 2021, I am sending the requested transcription from The Court of Common Pleas, Berkeley County, SC hearing March 9, 2020 in response to reinstatement request from the court. I am also sending the audio CD transcript from The Magistrate Court, Berkeley County, SC hearing January 23, 2020 and the Bond To Stay hearing January 30, 2020.

I would like to note that the original audio transcript I paid for on January 21, 2021 was in the wrong format. Ms. Vickie at the Magistrates Court corrected the audio CD from the hearing case no. 2020CV0810600294 on April 1, 2021 for both of the hearings, January 23, 2020 and Bond To Stay January 30, 2020.

I am also including a copy to Parkway Village Apartments cc: Jacquetta Elias

PROOF OF SERVICE

I certify that I have served the Notice of Appeal

Cc: Parkway Village Apartments-Jacquetta Elias

By depositing a copy of it in the United States Mail, paid on April 7, 2021 Certified Mail.

Respectfully Appellant,

Lisa Michelle Ray

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS

Lisa Ray,)
)
PLAINTIFF,)
)
v.)
)
Parkway Village Apartments,)
)
DEFENDANT.)
_____)

TRANSCRIPT OF HEARING
2020-CP-08-00267

Berkeley County Courthouse
March 9, 2020

BEFORE:

HONORABLE ROGER M. YOUNG, PRESIDING JUDGE

APPEARANCES:

Ms. Lisa Ray, Plaintiff
Pro Se

Ms. Jaquetta Elias, Pro Se
Behalf of Parkway Village Apartments

TAKEN BY MELISSA R. SINGLETARY
CERTIFIED VERBATIM REPORTER

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Certificate of Service

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EXHIBITS

(There were no exhibits marked during this testimony)

1 The COURT: Lisa Michelle Ray vs. Parkway
2 Village Apartments. You are Ms. Ray?

3 SPEAKER: No, Jaquetta Elias.

4 THE COURT: Pardon?

5 SPEAKER: Jaquetta Elias.

6 THE COURT: And you're here with ---

7 MS. ELIAS: Parkway.

8 THE COURT: Okay. Are you Lisa Ray?

9 MS. RAY: Yes, sir.

10 THE COURT: Okay. You're Ms. Ray. Okay.

11 MS. RAY: Yes, sir, Lisa Michelle Ray; yes, sir,
12 Your Honor.

13 THE COURT: Pardon?

14 MS. RAY: Lisa Michelle Ray.

15 THE COURT: Okay. So, you're appealing?

16 MS. RAY: Yes, sir. I am, sir.

17 THE COURT: Okay. What's this a lease issue?
18 You are appealing what?

19 MS. RAY: Yes, sir, Your Honor. I have resided
20 at Parkway Village Apartments since October of 2004.
21 That would make it fifteen years, sixteen this year, Your
22 Honor.

23 I have never been in such hardship and not been
24 able to pay my rent. In January, I was unable to pay on
25 time and I asked one of the coordinators, I asked her

1 could I please pay in February 1st, both January and
2 February. She did say yes that I would have to pay the
3 fees and whatnot. And, I did not have it. So, therefore
4 I was in eviction court. No other resident but myself
5 was in eviction court. Other residents were late and
6 paid as far as January 22nd, Your Honor. I was in a
7 vehicle with another resident as he went in with his rent
8 and paid it. And I did pay my February and my January on
9 February rent due.

10 And, I was in court on the 23rd of January in
11 Goose Creek with Judge, Honorable Deaton. And Deaton did
12 have to grant the eviction due to the fact that it is a
13 lease violation not to have your rent.

14 I'm aware of that. I've been there for sixteen
15 years like I said this year. And my rent has been paid
16 in full even the March rent. I fell on very hardship,
17 sir, and didn't have it.

18 Judge Deaton did ask Ms. Jaquetta Elias during
19 that court hearing how long I did have to get out. He
20 had no choice but to grant it legally and he did so and I
21 had to do an appeal. When he asked Ms. Elias when was my
22 court hearing she was silent, did not respond. He then
23 said to me, well, I guess you will get the paperwork in
24 the mail or on the door.

25 It was going to rain that week and it did. And

1 I got that 24-hour red notice on my door. I cried, Your
2 Honor, because I've been sick and I'm still sick. I don't
3 even have my normal voice. I got the 24-hour notice the
4 day before court. And, I was not even notified until the
5 24-hour notice was put on my door that the sheriff would
6 remove me.

7 I don't cause problems. She would like to say
8 that I cause a lot of problems but I've got a lot of
9 paper proof here, Your Honor.

10 What's been happening to me I have been
11 discriminated against with this management. I never have
12 been, never had a residential problem with anyone until
13 the resident in 5B on Easter Sunday morning of 2018 threw
14 two cups of hot coffee on me. This lady is 74 years old
15 at the time and she was upset because another resident
16 invited me for Easter ham dinner and I did not invite
17 her. I had to tell her, ma'am, I can't invite you. You
18 don't invite your neighbors when you're invited for
19 dinner and she got angry and threw two cups of hot coffee
20 on me.

21 I did go into the office and I had to speak
22 with the coordinator, which is Trudy Hubbard(sp), she is
23 present in the courtroom and she saw my robe that my
24 father, my deceased father gave me fifteen years prior,
25 with the coffee all on the front of the chest and stomach

1 area.

2 This resident tried to say that she did not
3 throw the coffee. Then she came into the office and said
4 that she did.

5 THE COURT: What's that got to do with whether
6 or not you paid your rent?

7 MS. RAY: That's when all my torment started
8 from the residence, Your Honor.

9 I rented a car in July. She did evict that one
10 resident. A bat was taken to my rental car and I was
11 chased out of this residence by this resident with a bat.
12 There is a lot of Jerry Springer residents there; excuse
13 the way I phrased it but that's what's happening.

14 And I have been discriminated against, Your
15 Honor, and I'm going to see an attorney in that matter;
16 yes, sir, Your Honor. And I do have proof.

17 In June of 2019, DSS was called by this
18 management, Ms. Elias, that I have a firearm and that I
19 am mental and not taking mental medicine.' Your Honor, I
20 do not take mental medicine. I was investigated by the
21 Department of Social Services for six weeks. The
22 supervisor released me with no findings.

23 It is my second amendment right in this country
24 as a citizen. I have the right to bear Arms and I do so.
25 I have since I've had children, Your Honor. It's a hobby

1 of mine to shoot and I've just been picked on like
2 Charlie Brown, Your Honor, honestly that is what is
3 happening to me.

4 Like I said the resident that I rode with to
5 Bi-Lo went in on the 22nd of January paid his late fees,
6 paid his rent with the money, Your Honor, right then and
7 there on our way to Bi-Lo. I didn't say anything to that
8 resident. I just took that in, noted that in my notes
9 and went to court the following day, only resident, the
10 sole only resident standing there for late rent in
11 fifteen (15) years, Your Honor. Never, ever not been able
12 to pay my rent. First time in my adulthood not having my
13 rent. I fell on very bad hardship this 2019, sir.

14 THE COURT: Okay.

15 MS. RAY: I have receipts for January, February
16 and March. And I have a printout of rent being paid
17 prior, all the years prior.

18 THE COURT: All right. Let me hear what they
19 have to say.

20 MS. RAY: Yes, sir, Your Honor.

21 MS. ELIAS: Okay, Your Honor. On the 2nd and
22 6th of each month we send out -- on the 2nd you get your
23 late notices and on the 6th you get your lease violation
24 for late rent. On the 14th, I file eviction on everyone.
25 I think it was a total of fifteen (15) people who hadn't

1 paid their rent including Ms. Ray.

2 Ms. Ray asked for the hearing. She was the only
3 one that asked for the hearing. When she asked for the
4 hearing she did not have her money. The judge asked if I
5 wanted to let her stay or let her go. I choose -- I told
6 the judge I was not willing to take her money because I have
7 had issues with Ms. Ray.

8 Ms. Ray was issued a warrant to stay after she did
9 the appeals. She has followed through with the warrant to
10 stay. She had to pay \$147.00. That's minus her late fees and
11 her damages charges on the 5th of every month. She paid the
12 \$147, which was due in January within five (5) days of our
13 court date. She paid the \$147, February 5th and she paid the
14 \$147 on time March the 5th and that was what the warrant to
15 stay had issued her which she did pay on time. That's why we
16 are here.

17 The other stuff that she is saying about
18 discrimination; no, sir. The issue with the resident that
19 she said threw the coffee on her. The resident did talk
20 to Ms. Trudy Hubbard(sp) who is our resident coordinator.
21 The resident came and talked to me. She said she did not
22 throw coffee on Ms. Ray. I asked Ms. Ray if she felt
23 like she had threw coffee and that she was attacked why
24 did she not call Berkeley County. That's who she should
25 have called, law enforcement. She said she was being

1 nice, it was Easter. She actually did talk to Berkeley
2 County later and they told her that she should have
3 called if she felt that way but it's she said, she said.
4 The resident said she didn't. She came in the resident
5 with coffee. She said the resident did, the resident
6 said she didn't. I wasn't there to witness it.

7 THE COURT: That's fine. That doesn't have
8 anything to do with why I'm here today. She wasn't paid
9 up at the time you took her to magistrate's court?

10 MS. ELIAS: Correct.

11 THE COURT: And the judge ruled that she had to
12 vacate.

13 MS. ELIAS: Correct.

14 THE COURT: So then she had to pay in order to
15 stay while she's on ---

16 MS. ELIAS: Appeal.

17 THE COURT: --- appeal?

18 MS. ELIAS: Correct.

19 THE COURT: That's all paid up?

20 MS. ELIAS: Correct.

21 THE COURT: Is it paid through the end of this
22 month?

23 MS. ELIAS: Correct.

24 THE COURT: Then, you know, the magistrate
25 sounds to me like he did the correct thing in that you

1 were in default at the time you went for the hearing and
2 in order to stay there pending appeal you still have to
3 continue to pay rent which you have done. You've paid
4 March so I'll let you stay there through the end of this
5 month because you've paid to the end of March, but you
6 have to be out by March the 31st. I think there's 31
7 days in March.

8 MS. RAY: Your Honor, please. I have no where
9 to go. Can you please ---

10 MS. ELIAS: No, ma'am.

11 THE COURT: They were in their rights if you
12 were in default then I can only correct errors that the
13 magistrate made and it doesn't sound like he made any.
14 You were in default they had the right to take you to
15 court and you paid through the end of this month to be
16 there while you're on appeal but I'm going to have to
17 deny your appeal but I will let you stay there through
18 March the 31st. You have to be out ---

19 MS. RAY: Your Honor, please.

20 THE COURT: --- by the end of the day on March
21 the 31st. I'm sorry.

22 (End of Hearing)
23
24
25

CERTIFICATE

This is to certify that the Hearing in the matter of Lisa Ray v. Parkway Village Apartments, consisting of Ten (10) pages is a true and correct transcript; said hearing was reported by the method of Stenomask with Backup.

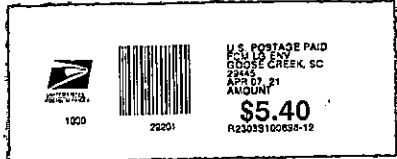
I further certify that I am not employed by any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 22nd of January, 2021.

Melissa R. Singletary
Melissa R. Singletary

Melissa R. Singletary
Certified Court Reporter

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