

No. COA 18-600

TWENTY-EIGHT DISTRICT

NORTH CAROLINA COURT OF APPEALS

\*\*\*\*\*

GARY PHILIP RAMSEY,

Plaintiff-Appellant,

Vs.

FROM BUNCOMBE COUNTY  
15 CVD 1562

KALLEY ELIZABETH RAMSEY,

Defendant-Appellee.

\*\*\*\*\*

RECORD ON APPEAL

\*\*\*\*\*

2018 JUN 13 AM 9:24  
CLERK COURT OF APPEALS  
OF NORTH CAROLINA

FILED

No. \_\_\_\_\_ TWENTY-EIGHTH DISTRICT  
NORTH CAROLINA COURT OF APPEALS

\*\*\*\*\*

GARY PHILIP RAMSEY,  
Plaintiff-Appellant,  
Vs.  
KALLEY ELIZABETH RAMSEY,  
Defendant-Appellee.

FROM BUNCOMBE COUNTY  
15 CVD 1562

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IDENTIFYING STATEMENT

This case presents an appeal of Contempt Order entered by the Honorable Susan Dotson-Smith, Judge Presiding at the regular civil term of the General Court of Justice, District Court Division, County of Buncombe, on the 27<sup>th</sup> day of February, 2018.

The case came on for hearing upon Defendant's Motion for Contempt, Sanctions and Attorney Fees And For Order to Show Cause.


At the time of hearing Defendant requested that pending issues be resolved by submission of written affidavits and arguments. Plaintiff did not object and the Court agreed to hear pending issues upon written affidavits and arguments and therefore entered Order based upon said written submissions.

This appeal is taken by Plaintiff, Gary Philip Ramsey.

There was proper service of the Summons and all subsequent pleadings and all pleadings were properly verified.

Record on Appeal Filed 6-13-18  
Docketed 6-13-18

- 2 -

STATE OF NORTH CAROLINA		File No. <b>15CV 01562</b>	
BUNCOMBE COUNTY		Film No.	
<b>FILED</b> IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION			
Plaintiff Name <b>GARY PHILIP RAMSEY</b>	2015 APR 13 P 4:11 BUNCOMBE COUNTY, C.S. 3.		
Address	BY <u>                    </u> <b>CIVIL SUMMONS</b>		
VERSUS		GS 1A-1, Rules 3,4	
Defendant Name <b>KALLEY ELISABETH RAMSEY</b>	*() Alias and Pluries Summons		
	Date Last Summons Issued	*Disregard this section unless the block is checked	
TO:			
Name & Address of First Defendant  Kalley Elisabeth Ramsey 16 Moore Street Weaverville, NC 28787		Name & Address of Second Defendant	
<b>A Civil Action Has Been Commenced Against You!</b>			
You are notified to appear and answer the Complaint of the Plaintiff as follows:			
1. Serve a copy of your written Answer to the Complaint upon the Plaintiff ohis/her attorney within thirty (30) days after your have been served. You may serve your Answer by delivering a copy to him/her or by mailing it to the last known address, and			
2. File the original of the written Answer with the Clerk of Superior Court of the county named above.			
If you fail to answer the Complaint the Plaintiff will apply to the Court for the relief demanded in the Complaint.			
Name and Address of Plaintiff's Attorney If none, Address of the Plaintiff  <b>MARY ELIZABETH ARROWOOD 38 ARLINGTON STREET ASHEVILLE, NC 28801</b>	Date Issued <b>4-13-15</b>	Time Issued <b>4:15</b>	
	Signature 		
	()Deputy CSC ()Assistant CSC () CSC		

<b>( ) ENDORSEMENT</b>			
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this summons must be served is extended thirty (30) days.			
Date of Endorsement		Time	
Signature			
() Deputy CSC		() Assistant CSC	
		() CSC	

### RETURN OF SERVICE

I certify that this Summons and a copy of the Complaint and Notice of Hearing were received and served as follows:

#### Defendant 1.

Date served	Name of Defendant KALLEY ELISABETH RAMSEY
<p><input type="checkbox"/> By delivering to the Defendant named above a copy of the Summons and Complaint.</p> <p><input type="checkbox"/> By leaving a copy of the Summons and Complaint at the dwelling house or usual place of abode of the Defendant named above with a person of suitable age and discretion then residing therein.</p> <p><input type="checkbox"/> As the Defendant is a corporation, service was effected by delivering a copy of the Summons and Complaint to the person named below.</p>	
Name and address of person with whom copies left (if corporation give title of person copies left with)	
<input type="checkbox"/> Other manner of service (specify)	
<input type="checkbox"/> Defendant WAS NOT served for the following reason.	

#### Defendant 2.

Date served	Name of Defendant	
<p><input type="checkbox"/> By delivering to the Defendant named above a copy of the Summons and Complaint.</p> <p><input type="checkbox"/> By leaving a copy of the Summons and Complaint at the dwelling house or usual place of abode of the Defendant named above with a person of suitable age and discretion then residing therein.</p> <p><input type="checkbox"/> As the Defendant is a corporation, service was effected by delivering a copy of the Summons and Complaint to the person named below.</p>		
Name and address of person with whom copies left (if corporation give title of person copies left with)		
<input type="checkbox"/> Other manner of service (specify)		
<input type="checkbox"/> Defendant WAS NOT served for the following reason.		
Service Fee Paid \$	Date Received	Name of Sheriff
By	Date of Return	County
		Deputy Sheriff Making Return

- 4 -

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

GARY PHILIP RAMSEY,

Plaintiff,

vs

KALLEY ELISABETH RAMSEY,


Defendant.

FILED IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION

2015 APR 13 P 4:11 15CV 01562

BUNCOMBE COUNTY, D.S.C.

BY



COMPLAINT

NOW COMES Plaintiff, complaining of Defendant, and alleges and says as follows:

COUNT I  
DIVORCE

1. That Plaintiff is a citizen and resident of Buncombe County, North Carolina and has been such for more than six (6) months next preceding the institution of this action.
2. That Defendant is a citizen and resident of Buncombe County, North Carolina.
3. That Plaintiff and Defendant are husband and wife, having been married to one another on the 8<sup>th</sup> day of September, 2006.
4. That there were no children born to the marriage of the parties.
5. That the parties separated from one another on the 8<sup>th</sup> day of April, 2014, with the intention of remaining separate and apart and the parties have in fact remained continuously separate and apart since that date.
6. That Plaintiff is seeking an absolute divorce.

COUNT II  
EQUITABLE DISTRIBUTION

7. That the allegations contained in Paragraphs 1 through 6 of Count I of Plaintiff's Complaint are incorporated herein by reference, as if set forth fully herein.
8. That during their marriage, the parties accumulated property which is marital property as

41

defined by N.C.G.S. 50-20.


9. That Plaintiff is entitled to an equitable distribution of said marital property, and an unequal distribution in Plaintiff's favor would be equitable.

10. That Plaintiff is entitled to be the sole owner of his separate property.

WHEREFORE, Plaintiff respectfully prays the Court as follows:

1. That Plaintiff be granted an absolute divorce from Defendant.
2. That the Plaintiff be granted equitable division of the marital property of the parties with an unequal distribution in Plaintiff's favor.
3. For such other and further relief as to the Court may seem just and proper.

This the 13 day of April, 2015.

  
MARY ELIZABETH ARROWOOD  
State Bar #10785  
Attorney for Plaintiff  
38 Arlington Street  
Asheville, N.C. 28801  
(828) 251-0076



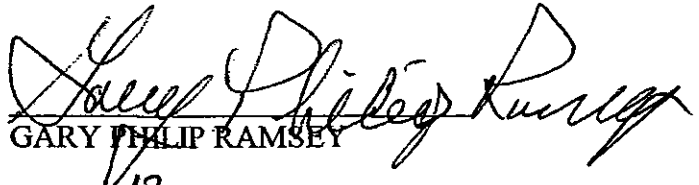
- 6 -

VERIFICATION


GARY PHILIP RAMSEY, after first being duly sworn, deposes and says as follows:

That I am the Plaintiff in the foregoing action; that I have read the attached Complaint and know the contents thereof and that same is true to my knowledge, except as to those things alleged upon information and belief, and as to those matters and things, I believe them to be true.

This the 13 day of April, 2015.

  
GARY PHILIP RAMSEY

Sworn to and subscribed before me, this the 13 day of April, 2015.

  
NOTARY PUBLIC

Commission Expires: 7/20/15

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

FILED

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION

15 CVD 1562

2015 MAY 13 P 3:17

GARY PHILIP RAMSEY, BUNCOMBE COUNTY, C.S.C.

Plaintiff,

BY

*ay*

vs

AMENDED COMPLAINT

KALLEY ELISABETH RAMSEY,

Defendant.

NOW COMES Plaintiff, complaining of Defendant, and alleges and says as follows:

COUNT I  
DIVORCE

1. That Plaintiff is a citizen and resident of Buncombe County, North Carolina and has been such for more than six (6) months next preceding the institution of this action.
2. That Defendant is a citizen and resident of Buncombe County, North Carolina.
3. That Plaintiff and Defendant are husband and wife, having been married to one another on the 8<sup>th</sup> day of September, 2006.
4. That there were no children born to the marriage of the parties.
5. That the parties separated from one another on the 8<sup>th</sup> day of April, 2014, with the intention of remaining separate and apart and the parties have in fact remained continuously separate and apart since that date.
6. That Plaintiff is seeking an absolute divorce.

COUNT II  
EQUITABLE DISTRIBUTION

7. That the allegations contained in Paragraphs 1 through 6 of Count I of Plaintiff's Complaint are incorporated herein by reference, as if set forth fully herein.
8. That during their marriage, the parties accumulated property which is marital property as

defined by N.C.G.S. 50-20.


9. That Plaintiff is entitled to an equitable distribution of said marital property, and an unequal distribution in Plaintiff's favor would be equitable.

10. That Plaintiff is entitled to be the sole owner of his separate property.

WHEREFORE, Plaintiff respectfully prays the Court as follows:

1. That Plaintiff be granted an absolute divorce from Defendant.
2. That the Plaintiff be granted equitable division of the marital property of the parties with an unequal distribution in Plaintiff's favor.
3. For such other and further relief as to the Court may seem just and proper.

This the 13 day of May, 2015.



MARY ELIZABETH ARROWOOD  
State Bar #10785  
Attorney for Plaintiff  
38 Arlington Street  
Asheville, N.C. 28801  
(828) 251-0076

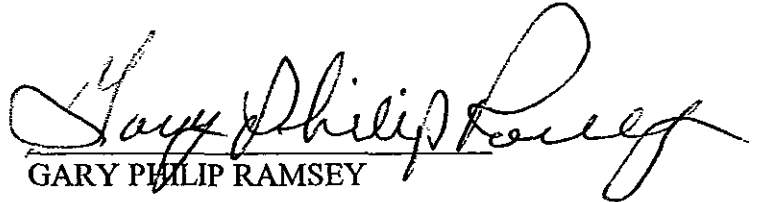
- 9 -

VERIFICATION


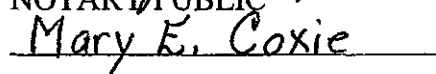
GARY PHILIP RAMSEY, after first being duly sworn, deposes and says as follows:

That I am the Plaintiff in the foregoing action; that I have read the attached Complaint and know the contents thereof and that same is true to my knowledge, except as to those things alleged upon information and belief, and as to those matters and things, I believe them to be true.

This the 13 day of May, 2015.

  
GARY PHILIP RAMSEY

Sworn to and subscribed before me, this the 13<sup>th</sup> day of May, 2015.

  
NOTARY PUBLIC  


Commission Expires: 06-18-16

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

GARY PHILIP RAMSEY

Plaintiff,

v.

KALLEY ELIZABETH (ELIZABETH) RAMSEY  
Defendant.

**FILED** IN THE GENERAL COURT OF JUSTICE

FILE NUMBER: 15 CVD 01562

Judge: Honorable Dotson-Smith

2015 JUN -9 A 9:47

BUNCOMBE COUNTY, C.S.C.

BY

ANSWER and COUNTER CLAIM  
And MOTION to STAY DIVORCE

NOW COMES Defendant, answering the Amended Complaint of Plaintiff, alleges and says as follows;

**DIVORCE**

1. The allegations contained in paragraph one (1) are admitted.
2. The allegations contained in paragraph two (2) are admitted.
3. The allegations contained in paragraph three (3) are admitted.
4. The allegations contained in paragraph four (4) are admitted.
5. The allegations contained in paragraph five (5) are admitted, except that the date of separation is the 1st day of April, 2014.
6. The allegations contained in paragraph six (6) are admitted.

**EQUITABLE DISTRIBUTION**

7. The allegations contained in paragraph seven (7) are neither admitted nor denied as referenced above.
8. The allegations contained in paragraph eight (8) are admitted.
9. The allegations contained in paragraph nine (9) are denied.
10. The allegations contained in paragraph are admitted.

**COUNTERCLAIM**

**I**  
**DIVORCE FROM BED AND BOARD**

The Defendant, complaining of the Plaintiff, alleges:

1. The Plaintiff and Defendant are citizens and residents of Buncombe County, North Carolina and have been residents for more than six (6) months next preceding the institution of this action.

2. Plaintiff and Defendant were married on the 8th day of September 2006, and subsequently separated on or about the 1st day of April, 2014.
3. No children were born of this marriage.
4. Defendant at all times throughout the marriage has been a faithful and dutiful wife to Plaintiff and has contributed her time and monies in establishing a home for herself and for her husband, the Plaintiff herein.
5. Notwithstanding the performance by the Defendant of all her marital obligations, the Plaintiff, willfully and without just cause, or excuse to live with the Plaintiff in peace and harmony:
  - (a) Plaintiff has offered such indignities as to render the condition of Defendant intolerable and burdensome; in that:
    - i) Plaintiff has spent nights in the marital home with his ex-wife overnight, over the objection of Defendant, his wife herein.
    - ii) Plaintiff has spent nights at the parties' lake house with his ex-wife in the marital bedroom, over the objection of Defendant, his wife herein.
    - iii) Plaintiff has allowed his ex-wife to have a key to the parties' marital home.
  - (b) Plaintiff has constructively abandoned the Defendant by forcing her to leave the marital home in order to protect her health, welfare, and self-respect.
  - (c) Plaintiff has offered cruel and barbarous treatment of Defendant by periodic events of grabbing Defendant about her neck and choked her, while Plaintiff was angry.
    - i) Making statements to Defendant saying, "I put a gun to my father's head; I won't hesitate to put one to yours." and "You will never make it without me!"
  - (d) Plaintiff has been texting or "sexting" other women at all hours of the day and night, going into the bathroom with his phone at 2:00 o'clock in the mornings on many occasions.
  - (e) Plaintiff has withdrawn his affection for the Defendant, withholding intimate relations from Defendant.
6. After being subjected to the physical and mental abuse and degradation by Plaintiff as described herein, it became impossible for Defendant to continue to live with Plaintiff and maintain her safety, health and self-respect, and she was forced to withdraw from the marital home place.
7. Based on the foregoing, Defendant is entitled to a divorce from bed and board pursuant to North Carolina General Statutes § 50-7.

## II

### ALIMONY AND POST SEPARATION SUPPORT

8. Defendant now incorporates each and every allegation as set out herein in Counterclaim within paragraphs one (1) through seven (7) as if fully set out herein.
9. Defendant is a dependant spouse and Plaintiff is a supporting spouse, as defined within North Carolina General Statutes § 50-16.1A.

10. Plaintiff is an able-bodied person fully capable of securing and maintaining gainful employment and is capable of providing for the support and maintenance of the Defendant as hereinafter provided, earning approximately more than One hundred eighty thousand dollars (\$180,000.00) per year.
11. Defendant earns Thirty-eight thousand dollars (\$38,000.00) from her full time employment and must work two (2) or more additional jobs in addition to her full time job, to maintain herself, working approximately Sixty (60) or more hours per week.
12. Defendant is actually substantially dependent upon Plaintiff for her maintenance and support, and is substantially in need of maintenance and support from the Plaintiff.
13. Plaintiff has willfully failed to provide Defendant with necessary subsistence according to her means and conditions so as to render the condition of the Defendant intolerable and life burdensome.
15. Defendant is in need of, from Plaintiff, at least Two thousand six hundred fourteen dollars (\$2614.00) per month to support and maintain her standard of living.
16. Plaintiff is entitled to an award of alimony and post separation support.
17. Defendant's attorney, George B. Hyler, Jr., has rendered valuable legal services to Defendant in this matter.
18. Defendant does not have the means whereby to defray the costs and expenses incurred as a result of the preparation, filing and hearing of this action, and Defendant is therefore entitled to an award from Plaintiff of counsel fees.

### III EQUITABLE DISTRIBUTION

19. Defendant now incorporates each and every allegation as set out herein in Counterclaim paragraphs one (1) through fifteen (18), as if fully set out herein.
20. During the course of the marriage, Plaintiff and Defendant have acquired certain property which qualifies as "marital property" as defined in North Carolina General Statutes § 50-20.
21. An equal division by using net value of all marital property would not be equitable in this case, and in support of Defendant's claim to an equitable distribution of the marital property, Defendant respectfully shows unto the Court the following:
  - (a) The income, property, and liabilities of each party at the time the division of property is to become effective; more particularly as set out above, Plaintiff's income is in excess of One hundred eighty thousand dollars (\$180,000.00) per year and Defendant's income is Thirty-eight thousand dollars (\$38,000.00) per year.
  - (b) The duration of the marriage and the age and physical and mental health of both parties as parties have been married for almost ten (10) years.
  - (c) The expectation of pension, retirement, or other deferred compensation rights that are not marital property; in that Plaintiff has State pension income which he is drawing.

- (d) During the course of the marriage of the parties, for a period of three (3) years during which time Plaintiff filed suit against the State of North Carolina for wrongful termination of employment, that Defendant worked full time to support the family while Plaintiff proved his claims.
22. Defendant fears that Plaintiff will sell or destroy items or real property, or personal property that is solely owned by Defendant or property that is "marital property" as defined by North Carolina General Statutes.
23. Defendant has knowledge of real and personal properties which are currently located in the state of South Carolina, which may be classified as "marital" or personal property of Defendant.
24. Defendant is entitled to a temporary restraining Order to prevent the disposal, removing, or otherwise dissipating assets which constitute marital property or separate property prior to the Equitable Distribution Trial in this matter, pursuant to Rule 65 (b) of the North Carolina Rules of Civil Procedure.

IV  
ATTORNEY FEES

25. Defendant now incorporates each and every allegation as set out herein in Counterclaim paragraphs one (1) through twenty-one (24) as if fully set out herein.
26. Defendant has insufficient means to defray the costs, expenses, and counsel fees incurred as a result of this action, and pursuant to North Carolina General Statutes § 50-16.4, reasonable counsel fees are allowed.

V  
MOTION TO STAY DIVORCE

27. Defendant now incorporates each and every allegation as set out herein in Counterclaim paragraphs one (1) through twenty-six (26) as if fully set out herein.
28. Defendant is entitled for this Court to issue a stay from the Divorce Judgment of Plaintiff, pursuant to North Carolina General Statutes § 1-75.12, in that obtaining the Absolute Divorce, prior to an action for Alimony and Post Separation Support, based upon a most recent ruling from another Buncombe County Family Court, to wit the matter of Pusser v. Pusser file number 14 CVD 4321, showing that allowing the Plaintiff's divorce, it would work a substantial injustice for Defendant's counterclaim in that it may nullify her right to Alimony or Spousal Support from Plaintiff..
29. Defendant is entitled to an Order to Stay the Absolute Divorce of Plaintiff for cause, prohibiting this Court from entering Plaintiff's Judgment prior to a hearing on this matter.

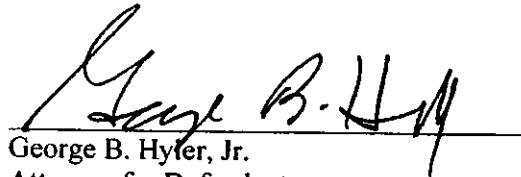
WHEREFORE, Defendant respectfully prays judgment of the Court as follows:

- A. That Defendant be granted a divorce from bed and board from Plaintiff.



- B. That this verified Counterclaim be allowed and taken as an affidavit in support of the Defendant's application divorce from bed and board, equitable distribution, alimony, post separation support and attorney fees and motion to stay divorce.
- C. That the Court make an equitable distribution in kind of all marital property where practical, and in the event as equitable distribution in kind of all or any portion of the marital property is determined to be impractical, that a "distributive award" be made to Defendant.
- D. That an immediate Order be issued from this Court, ordering the Plaintiff not to destroy, remove, encumber, lease, sell, convey, transfer, or otherwise dispose of any of the marital property or personal property that belongs to Defendant.
- E. That an immediate Order be issued from this Court, ordering a Stay of Plaintiff's Absolute Divorce Judgment.
- F. That the Defendant be granted such additional relief as the Court may deem just and proper.

THIS, the 8<sup>th</sup> day of June, 2015.

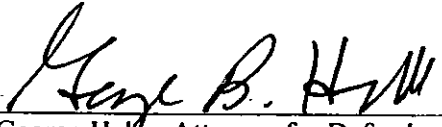
  
George B. Hyler, Jr.  
Attorney for Defendant  
NC Bar # 5682  
38 Orange Street  
Asheville, North Carolina 28801  
828-254-1070 phone, 828-254-1071 fax

### CERTIFICATE OF SERVICE

This is to certify that I have this day served all parties in this matter with a copy of this pleading, by depositing in the United States Mail a copy of the same in a properly addressed envelope with adequate postage thereon in the manner prescribed by Rule 5 of the North Carolina Rules of Civil Procedure.

To: Mary Elizabeth Arrowood  
Attorney at Law  
38 Arlington Street  
Asheville, North Carolina 28801

This the 9<sup>th</sup> day of June 2015.

  
George Hyler, Attorney for Defendant  
Hyler & Lopez, P.A. Attorneys at Law  
NC Bar # 5682  
38 Orange Street  
Asheville, North Carolina 28801  
828-254-1070 phone  
828-254-1071 fax

**NORTH CAROLINA  
BUNCOMBE COUNTY  
File Number: 15 CVD 01562**

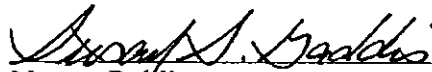
**VERIFICATION**

**KALLEY ELISABETH (ELIZABETH) RAMSEY**, being duly sworn, deposes and says:

That she is the Defendant in the above-entitled action; that she has read or heard read the contents of the foregoing **ANSWER AND COUNTERCLAIM** and knows the contents thereof; that her signature affixed hereon is her signature, affixed voluntarily for the purpose stated herein; that the facts set forth in the foregoing pleading are true of her own knowledge and belief, except as to matters stated on information and belief, and as to those matters, she believes them to be true.

  
**KALLEY ELISABETH (ELIZABETH) RAMSEY**

Sworn to and subscribed before me, this  
4<sup>th</sup> day of June, 2015.

  
Notary Public

My commission expires: 11/03/2016

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

FILED

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
15 CVD 1562

2015 OCT -8 P 1:21

BUNCOMBE COUNTY, C.S.C.

GARY PHILIP RAMSEY,  
BY \_\_\_\_\_  
Plaintiff,

vs

KALLEY ELISABETH RAMSEY,  
Defendant.

REPLY TO COUNTERCLAIM

NOW COMES Plaintiff and replies to the Counterclaim of Defendant as follows:

1. Admitted.
2. Admitted as to date of marriage but denied as to date of separation.
3. Admitted.
4. Denied.
5. Denied.
6. Denied.
7. Denied.
8. No further response required.
9. Denied.
10. Admitted that Plaintiff is capable of gainful employment; all other allegations denied.
11. Plaintiff lacks sufficient information and belief to answer said allegation and same is therefore denied.
12. Denied.
13. Denied.
14. Misnumbered
15. Denied.
16. Denied.

17. Plaintiff lacks sufficient information and belief to answer said allegation and same is therefore denied.
18. Denied.
19. No further response required.
20. Admitted.
21. Denied.
22. Denied.
23. Denied; Plaintiff does not know what Defendant has knowledge of at this time.
24. Denied.
25. No further response required.
26. Denied.
27. No further response required.
28. Denied.
29. Denied.

#### FIRST AFFIRMATIVE DEFENSE

1. That without provocation Defendant abandoned the marriage; that Defendant abandoned the marriage in September, 2010 and then asked to return to the marriage in February 2011, after a six month separation, and Plaintiff agreed to allow her to return.

2. That when Defendant married Plaintiff she was aware that he had two children and that he had financial obligations to his children; that there were ongoing disputes during the marriage due to Defendant's unwillingness to accept Plaintiff's children and Plaintiff's financial obligation to his children; that Defendant was unreasonably jealous of Plaintiff's children and she would act inappropriately hostile in situations when Plaintiff's children were involved.

3. That Defendant would attempt to alienate Plaintiff from his children by saying such things as his children did not love him but only wanted to get financial gain from him.

4. That Plaintiff's former spouse is the mother of his children; that from time to time it was necessary for the parents to communication concerning issues of their children; that Defendant resented this communication and she was unreasonably jealous of Plaintiff's former spouse, when there was no basis for said jealousy.

5. That Defendant withdrew her love and affection from

Plaintiff.


WHEREFORE Plaintiff respectfully prays the Court:

1. That Plaintiff have and recover the relief sought in his Complaint filed herein.

2. That Defendant have and recover nothing by way of her Counterclaim filed herein.

3. For such other and further relief as to the Court may seem just and proper.

This the 8 day of October, 2015.

  
MARY ELIZABETH ARROWOOD  
ATTORNEY FOR Plaintiff  
State Bar #10785  
38 ARLINGTON STREET  
ASHEVILLE, NC 28801  
(828) 251-0076


CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that the undersigned has this date served this pleading in the above entitled action upon all parties to this cause by

X depositing a copy hereof in a postpaid wrapper in a post office or official depository under the exclusive care and custody of the United States Postal Service; or

       by personally delivering same; properly addressed to the attorney or attorneys for said parties.

This the 8 day of October, 2015

  
MARY ELIZABETH ARROWOOD

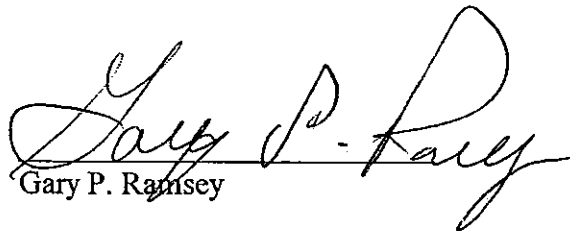
cc: George B. Hyler  
38 Orange Street  
Asheville, NC 28801

VERIFICATION

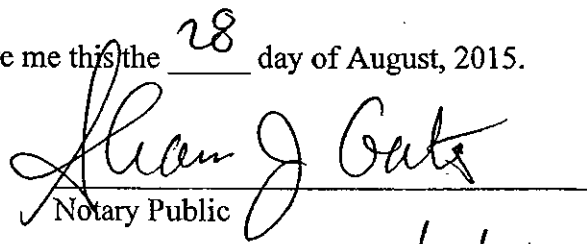
Gary P. Ramsey, after first being duly sworn, deposes and says as follows:

That I am the Plaintiff in the foregoing action; that I have read the attached pleading and know the contents thereof and that same is true to my knowledge, except as to those things alleged upon information and belief, and as to those matters and things, I believe them to be true.

This the 28 day of August, 2015.

  
Gary P. Ramsey

SWORN TO AND SUBSCRIBED before me this the 28 day of August, 2015.

  
Notary Public

My Commission Exp.: 7/20/20

STATE OF NORTH CAROLINA

Buncombe County

FILED

2016 NOV 11 PM 11:15

File No.

15 CIV 1562

Film No.

☒ In The General Court Of Justice  
☐ District ☐ Superior Court Division

Name Of Plaintiff(s)

Gary Philip Ramsey

VERSUS

Name Of Defendant(s)

Kathy Elizabeth Ramsey

MEMORANDUM OF  
JUDGMENT/ORDER

1. The parties to this lawsuit have reached an agreement to settle certain matters as set forth specifically in this memorandum and agree to be legally and mutually bound by the following terms and conditions: (Attach additional pages as necessary)

Final Resolution of all pending issues.

- (1) Parties shall be sole owner of all property now in his or her possession or titled solely to said party, except as otherwise ordered herein.
- (2) Plaintiff shall be solely responsible for debt owing on date of separation ~~amount~~ \$58,000. owing & secured by Sprinkle Real property equity line secured by Sunrise Ridge Real property & attached charge card debt.
- (3) Plaintiff shall be sole owner of Nannour Court real property in SC. Plaintiff shall refinance mortgage and remove Defendant from all liability. Defendant shall execute Deed within 45 ~~days~~ <sup>days</sup> <sup>ME</sup> <sup>KE</sup> <sup>AS</sup> days.
- (4) Plaintiff shall be sole owner of all retirement/401(K) benefits titled to Plaintiff.
- (5) Defendant shall be sole owner of all retirement/401(K) benefits titled to Defendant.
- (6) Plaintiff shall pay \$29,000. distributive award to Defendant; 1/2 to be paid at time of refinancing of Nannour Court mortgage and 1/2 to be rolled over from Plaintiff's NC 401(K) account. Counsel for Plaintiff shall immediately draft DRO to effectuate said roll-over to Defendant as soon as possible.

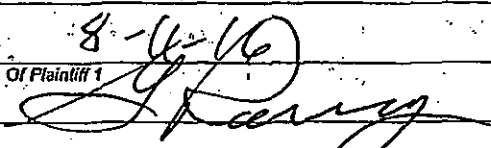
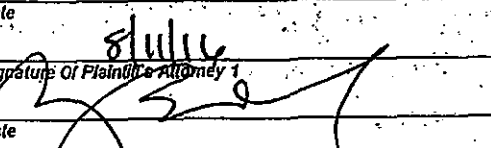
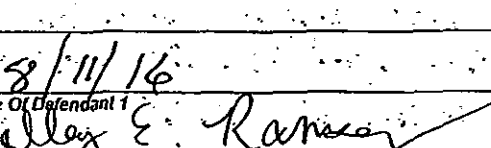
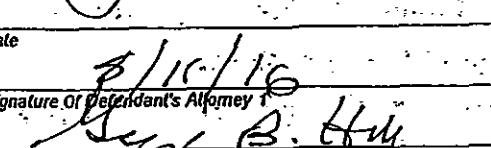
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NOTE: Parties should be examined on the record as to terms of settlement. See McIntosh v. McIntosh, 74 N.C. App. 554 (1985).

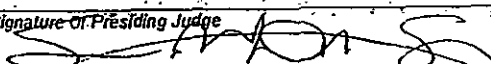


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- (b) the provisions of this Memorandum are fair and reasonable and each party has had ample opportunity to obtain legal advice concerning the legal effect and terms of this Memorandum;
- (c) this Memorandum is enforceable by the contempt powers of the court should any party not comply with its terms;
- (d) the formal judgment or order may be signed by the presiding judge out of term, session, county and district;
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- (g) the parties waive findings of fact and conclusions of law in the formal judgment/order memorializing this Memorandum; and
- (h) all attorneys shall be released as attorneys of record upon signing of the formal judgment or order by the presiding judge.

Date 8-11-16	Date 8/11/16
Signature Of Plaintiff 1 	Signature Of Plaintiff's Attorney 1 
Date	Date
Signature Of Plaintiff 2	Signature Of Plaintiff's Attorney 2
Date 8/11/16	Date 8/11/16
Signature Of Defendant 1 	Signature Of Defendant's Attorney 1 
Date	Date
Signature Of Defendant 2	Signature Of Defendant's Attorney 2

Prior to accepting the stipulated agreement of the parties, the undersigned judge read the terms of the above stipulations and agreements to the parties, and made careful inquiry of them with regards to the voluntary nature of their agreement and their understanding thereof. The court explained to the parties the legal effect of their stipulations and agreements and determined that the parties understood the legal effect and terms of the agreement and stipulations. The parties acknowledged their voluntary execution of the agreements and stipulations, stated that the terms accurately reflected their agreement, and agreed of their own free wills to abide by them.

Date 8/11/2016	Signature Of Presiding Judge 
	Name Of Presiding Judge (Type Or Print)

STATE OF NORTH CAROLINA

Buncombe County

File No.

15 CVD 1562

Film No.

In The General Court Of Justice

☒ District ☐ Superior Court Division

Name Of Plaintiff(s)

GARY Philip Ramsey

VERSUS

Name Of Defendant(s)

KALLEY Elizabeth Ramsey

MEMORANDUM OF  
JUDGMENT/ORDER

Page 2

1. The parties to this lawsuit have reached an agreement to settle certain matters as set forth specifically in this memorandum and agree to be legally and mutually bound by the following terms and conditions: (Attach additional pages as necessary)

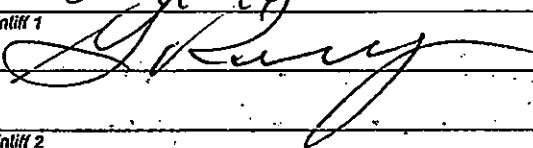
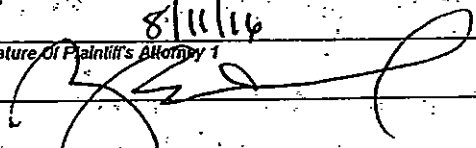
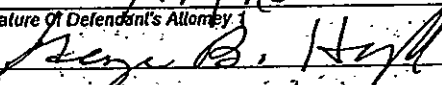
7. Defendant's claim for alimony & attorney fees is dismissed with prejudice.
8. Plaintiff shall owe no further PRS/attorney fees pursuant to PRS order previously entered herein past, present or future.
9. Defendant shall provide to Plaintiff, through counsel, Keowee gate key, house keys, his garage door opener, Keowee house probehook & Sunrise Ridge house keys.
10. Defendant shall be removed from all liability for payment of loans secured by Sprinter, Narrows Ct, & Sunrise Ridge and on charge cards attached hereto & on any time share debt for which Defendant may have liability.
11. Def to return motorcycle title to Def's Harley-Davidson and any keys to 16 Moore St.

2. A formal judgment/order reflecting the above terms will be prepared by and submitted no later than \_\_\_\_\_ for signature by a judge assigned to hold court in this district.


NOTE: Parties should be examined on the record as to terms of settlement. See McIntosh v. McIntosh, 74 N.C. App. 554 (1985).

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Date 8-11-16	Date 8/11/16
Signature Of Plaintiff 1 	Signature Of Plaintiff's Attorney 1 
Date	Date
Signature Of Plaintiff 2	Signature Of Plaintiff's Attorney 2
Date 8/11/16	Date 8/11/16
Signature Of Defendant 1 Halley E. Ramsay	Signature Of Defendant's Attorney 1 
Date	Date
Signature Of Defendant 2	Signature Of Defendant's Attorney 2

Prior to accepting the stipulated agreement of the parties, the undersigned judge read the terms of the above stipulations and agreements to the parties, and made careful inquiry of them with regards to the voluntary nature of their agreement and their understanding thereof. The court explained to the parties the legal effect of their stipulations and agreements and determined that the parties understood the legal effect and terms of the agreement and stipulations. The parties acknowledged their voluntary execution of the agreements and stipulations, stated that the terms accurately reflected their agreement, and agreed of their own free wills to abide by them.

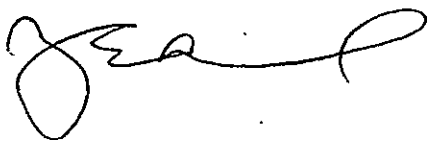
Date 8/11/2016	Signature Of Presiding Judge 
	Name Of Presiding Judge (Type Or Print)

Ramsey v. Ramsey

MARITAL DEBT

<u>Debt</u>	<u>Amount due 4/1/14</u>
BP	\$ 4,830.41
SECU VISA	\$ 7,592.30
Norwegian	\$ 8,734.00
Discover	\$10,682.15
GM Card	\$ 2,480.87
Sam's	\$ 826.16*
Best Buy	\$ 1,086.36
GE Capital	\$ 9,295.00
NC Dept Revenue	\$ 224.96
Carolina Carpet Magic	\$ 70.00
Outbuilding debt - Ridgeline Rentals	\$ 662.23
 TOTAL	 \$46,484.44

~~\* Note: 3/1/2014 charge of \$553.11 for Defendant's mattress is her separate debt.~~



Gary B. Ham

SMD-S 8/11/2016

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE  
FILE NUMBER: 15 CVD 01562  
Honorable Dotson-Smith

GARY PHILIP RAMSEY,  
Plaintiff,

v.

MOTION FOR CONTEMPT,  
SANCTIONS and ATTORNEY FEES  
And  
FOR ORDER TO SHOW CAUSE

KALLEY ELIZABETH RAMSEY,  
Defendant.

---

To: Mary Elizabeth Arrowood  
Attorney for Plaintiff  
38 Arlington Street  
Asheville, North Carolina 28801

NOW COMES, Defendant, by and through counsel, George B. Hyler, Jr. and respectfully shows unto the Court the following:

1. This Court entered a Memorandum of Judgment/Order, a copy attached hereto and marked as Exhibit A, in this matter on the 11<sup>th</sup> day of August 2016.
2. Plaintiff was ordered to pay the sum of twenty-nine thousand dollars (\$29,000.00) as a distributive award to Defendant; one half or fourteen thousand five hundred dollars (\$14,500.00) at the time Plaintiff refinanced his property on Narrows Court, and the remaining fourteen thousand five hundred dollars (\$14,500.00) to be rolled over from Plaintiff's North Carolina 401 (k) account into Defendant's retirement account.
3. Plaintiff has satisfied the first fourteen thousand five hundred dollars (\$14,500.00) due at the time of the refinance of the Narrows Court property through the closing attorney, Michael J. Smith.
4. Counsel for Plaintiff was to draft immediately, a QDRO to effectuate the roll-over of funds.
5. Plaintiff to return the title of the 2011 Harley-Davidson motorcycle to Defendant.
6. Plaintiff to return any and all keys to Defendant's property located at 15 Moore Street.

7. Plaintiff was to pay off or remove Defendant's name and obligation for the following debts:

- a. Any and all debt owed on Defendant's real properties:
  - i. 151 Sunrise Ridge Road;
  - ii. 8 Sprinkle Drive; and
  - iii. 3 Narrows Court.
- b. Any and all secured or unsecured debt associated with the following:
  - i. BP;
  - ii. State Employees' Credit Union VISA;
  - iii. Norwegian;
  - iv. Discover Card;
  - v. GM Credit Card;
  - vi. Sam's Credit Card;
  - vii. Best Buy Credit Card;
  - viii. GE Capital
  - ix. North Carolina Department of Revenue
  - x. Carolina Carpet Magic;
  - xi. Ridgeline Rentals.

8. Defendant has not received any confirmation that these debts have been paid or that her name has been removed from any of these obligations.

9. Defendant has fully complied with her obligations under this Court's Judgment/Order dated the 11<sup>th</sup> day of August 2016, in that Counsel for Defendant had delivered on the 27<sup>th</sup> day of September 2016, certain items belonging to Plaintiff (garage door opener, gate key pass, and three (3) keys) as shown by a receipt marked as Exhibit B attached hereto.

10. Counsel for Defendant corresponded several times with counsel for Plaintiff requesting Plaintiff fulfill his obligations as ordered. In a letter dated 4<sup>th</sup> day of October 2016 Counsel for Defendant would seek appropriate action, contempt, sanctions, and attorney fees, should Plaintiff continue to fail to comply with the Judgment/Order of this Court, consented to by the parties, and entered by the Honorable Dotson-Smith.

11. As of the date of the filing of this motion, Plaintiff has failed to:
- a. Draft and present a Qualified Domestic Relations Order in this matter;
  - b. To roll-over the sum of fourteen thousand five hundred dollars (\$14,500.00) to Defendant's retirement account;
  - c. Deliver to Defendant the title to her 2011 motorcycle; and
  - d. Return to Defendant the house and storage building keys for the property located at Moore Street


12. Defendant has incurred substantial time and attorney fees in association with the prosecution of this contempt action.

13. Plaintiff has the means and ability to perform the actions ordered by this Court.
14. Plaintiff has acted willfully, wantonly, and deliberate in his failure to comply with the orders of this Court, so as to inflict financial suffering of Defendant.

WHEREFORE, Defendant prays the Court as follows:

1. That the Court issue an Order to Show Cause for his failure to comply with the Orders of this Court.
2. That the Court find Plaintiff in contempt for his failure to comply with paying off the balances due on the secured and unsecured marital debts listed above.
3. That the Court find Plaintiff in contempt for his failure to remove any and all obligations for the marital debts of real property and other marital debts from the name and obligation of Defendant.
4. That the Court find Plaintiff in contempt for failure to draft and present a Qualified Domestic Relations Order in this matter.
5. That the Court find Plaintiff in contempt for his failure to roll-over from his retirement account the sum of fourteen thousand five hundred dollars (\$14,500.00) into Defendant's retirement.
6. That this Court punish Plaintiff for contempt, including, but not limited to, payment of reasonable attorney fees of the prosecution of this motion.
7. For such other relief as this Court may deem just and proper.

THIS, the 9<sup>th</sup> day of December 2016.



George B. Hyler, Jr.  
Attorney for Defendant  
N. C. Bar # 5682  
38 Orange Street  
Asheville, North Carolina 28801  
828-254-1070 phone  
828-254-1071 fax

STATE OF NORTH CAROLINA

FILED

File No.

15 CIV 1562

Film No.

Buncombe County

2014 DEC 11 3:00:45

☒ In The General Court Of Justice  
☐ District ☐ Superior Court Division

Name Of Plaintiff(s)

Gary Philip Ramsey

VERSUS

Name Of Defendant(s)

Kathy Elizabeth Ramsey

MEMORANDUM OF  
JUDGMENT/ORDER

1. The parties to this lawsuit have reached an agreement to settle certain matters as set forth specifically in this memorandum and agree to be legally and mutually bound by the following terms and conditions: (Attach additional pages as necessary)

Final Resolution of All pending issues.

- (1) Parties shall be sole owner of all property now in his or her possession or titled solely to said party, except as otherwise ordered herein.
- (2) Plaintiff shall be solely responsible for debt owing on date of separation ~~from~~ \$58,000. owing & secured by Sprinkle Real property equity line secured by Sunrise Ridge Real property & attached charge card debt.
- (3) Plaintiff shall be sole owner of Nannor Court real property in SC. Plaintiff shall refinance mortgage and remove defendant from all liability. Defendant shall execute Deed within 45 ~~days~~ <sup>days</sup> <sup>MEB</sup> <sup>ABD</sup> <sup>KE</sup> <sup>24</sup> days.
- (4) Plaintiff shall be sole owner of all retirement / 401(K) benefits titled to Plaintiff.
- (5) Defendant shall be sole owner of all retirement / 401(K) benefits titled to Defendant.
- (6) Plaintiff shall pay \$29,000. distributive award to Defendant; 1/2 to be paid at time of refinancing of Nannor Court mortgage and 1/2 to be rolled over from Plaintiff's NC 401(K) account. Counsel for Plaintiff shall immediately draft DRO to effectuate said roll-over to Defendant as soon as possible.

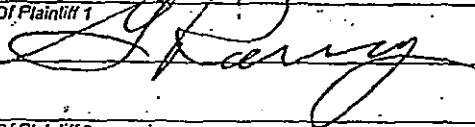
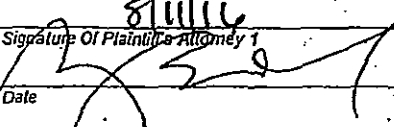
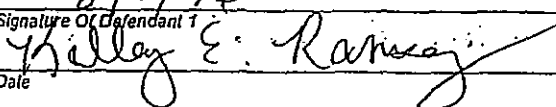
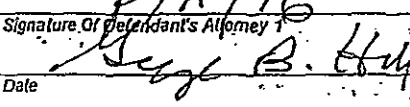
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NOTE: Parties should be examined on the record as to terms of settlement. See McIntosh v. McIntosh, 74 N.C. App. 554 (1985).

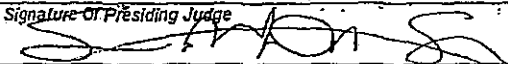


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Date 8-11-16	Date 8/11/16
Signature Of Plaintiff 1 	Signature Of Plaintiff's Attorney 1 
Date	Date
Signature Of Plaintiff 2	Signature Of Plaintiff's Attorney 2
Date 8/11/16	Date 8/11/16
Signature Of Defendant 1 	Signature Of Defendant's Attorney 1 
Date	Date
Signature Of Defendant 2	Signature Of Defendant's Attorney 2

Prior to accepting the stipulated agreement of the parties, the undersigned judge read the terms of the above stipulations and agreements to the parties, and made careful inquiry of them with regards to the voluntary nature of their agreement and their understanding thereof. The court explained to the parties the legal effect of their stipulations and agreements and determined that the parties understood the legal effect and terms of the agreement and stipulations. The parties acknowledged their voluntary execution of the agreements and stipulations, stated that the terms accurately reflected their agreement, and agreed of their own free wills to abide by them.

Date 8/11/2016	Signature Of Presiding Judge 
	Name Of Presiding Judge (Type Or Print) S. J. [unclear]

STATE OF NORTH CAROLINA

Burcombe County

File No.

15 CVD 1542

Film No.

In The General Court Of Justice



Name Of Plaintiff(s)

GARY Philip Ramsey

VERSUS

Name Of Defendant(s)

RALPH Elizabeth Ramsey

MEMORANDUM OF  
JUDGMENT/ORDER

Page 2

1. The parties to this lawsuit have reached an agreement to settle certain matters as set forth specifically in this memorandum and agree to be legally and mutually bound by the following terms and conditions: (Attach additional pages as necessary)

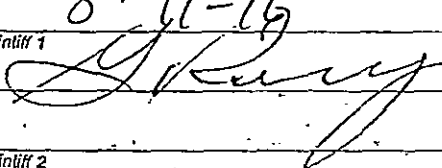
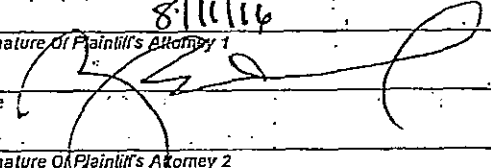
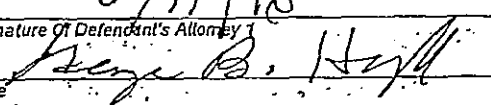
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- (10) Defendant shall be removed from all liability for payment of loans secured by Sprinter, Narrows Ct, & Sunrise Ridge and on charge cards attached hereto & on any time share debt for which Defendant may have liability.
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Date 8-11-16	Date 8/11/16
Signature Of Plaintiff 1 	Signature Of Plaintiff's Attorney 1 
Date	Date
Signature Of Plaintiff 2	Signature Of Plaintiff's Attorney 2
Date 8/11/16	Date 8/11/16
Signature Of Defendant 1 Kalley E. Ramsey	Signature Of Defendant's Attorney 1 
Date	Date
Signature Of Defendant 2	Signature Of Defendant's Attorney 2

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Date 8/11/2016	Signature Of Presiding Judge 
	Name Of Presiding Judge (Type Or Print)

Ramsey v. Ramsey

MARITAL DEBT

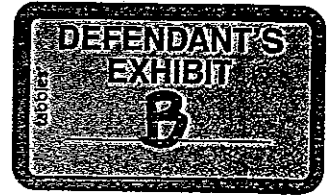
<u>Debt</u>	<u>Amount due 4/1/14</u>
BP	\$ 4,830.41
SECU VISA	\$ 7,592.30
Norwegian	\$ 8,734.00
Discover	\$10,682.15
GM Card	\$ 2,480.87
Sam's	\$ 826.16*
Best Buy	\$ 1,086.36
GE Capital	\$ 9,295.00
NC Dept Revenue	\$ 224.96
Carolina Carpet Magic	\$ 70.00
Outbuilding debt - Ridgeline Rentals	\$ 662.23
<b>TOTAL</b>	<b>\$46,484.44</b>

~~As of 4/1/14 charge of \$555.71 for Defendant's mattress is her separate debt.~~

*[Handwritten signature]*

*Gayle B. Hall*

*END-5 8/11/2016*



HYLER & LOPEZ, PA  
ATTORNEYS AT LAW  
38 Orange Street  
Asheville, North Carolina 28801  
(828) 254-1070 • (828) 254-1071 Facsimile

September 27, 2016

Re: Ramsey v. Ramsey, Buncombe County file number: 15 CVD 1562

RECEIPT OF ITEMS

I, Mary E. Coxie, employed with the Law Office of Mary Elizabeth Arrowood, do hereby acknowledge receipt of the following items:

1. (1) Craftsman garage door opener, gray and blue color;
2. (1) Amteca, Dallas, Texas, USA, Gate key pass number: AT5402 12045 13 9313;
3. (1) key with yellow keychain marked "Front door";
4. (2) keys with yellow keychain marked "Preston front door".

THIS, the 27<sup>th</sup> day of September 2016.

Mary E. Coxie (seal)

Clerk  
Title of receiver

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

VERIFICATION

**KALLEY ELIZABETH RAMSEY**, Defendant in this matter, being duly sworn, deposes and says:

THAT she is a party in the this action; that she has read or heard read the contents of the foregoing **MOTION FOR CONTEMPT, SANCTIONS, and ATTORNEY FEES** and knows the contents thereof; that her signature affixed hereon is her signature, affixed voluntarily for the purpose stated herein; that the facts set forth in the foregoing pleading are true to her own knowledge and belief, except as to matters stated on information and belief, and as to those matters, she believes them to be true.

THIS, the 8th day of December 2016.

Kalley Elizabeth Ramsey

**KALLEY ELIZABETH RAMSEY**

Sworn to and subscribed before me,  
This, the 8th day of December 2016.

David S. Baddis  
Notary Public

My commission expires: 11-06-2021

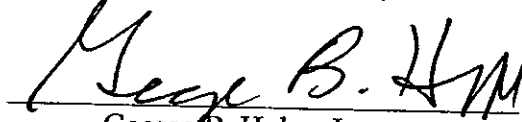
**CERTIFICATE OF SERVICE**

This is to certify that I have this day served all parties in this matter with a copy of this pleading, **MOTION FOR CONTEMPT, SANCTIONS, ATTORNEY FEES**, by depositing in the United States Mail a copy of the same in a properly addressed envelope with adequate postage thereon in the manner prescribed by Rule 5 of the North Carolina Rules of Civil Procedure.

To: Mary Elizabeth Arrowood  
Attorney at Law  
38 Arlington Street  
Asheville, North Carolina 28801

THIS, the 9<sup>th</sup> day of December 2016.

Hylar & Lopez, P.A. Attorneys at Law



George B. Hyler, Jr.  
Attorney at Law  
38 Orange Street  
Asheville, North Carolina 28801  
828-254-1070 phone  
828-254-1071 fax

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

COUNTY OF BUNCOMBE

2018 JAN 19

DISTRICT COURT DIVISION

FILE NO: 15 CVD 1562

Honorable Dotson-Smith

BUNCOMBE CO., C.S.C.

GARY PHILIP RAMSEY,  
Plaintiff,

v.

BRIEF IN SUPPORT OF  
MOTION FOR CONTEMPT

KALLEY ELIZABETH RAMSEY,  
Defendant.

---

COMES NOW, Defendant, in support of her Motion for Contempt filed on December 9, 2016, and shows unto the Court the following:

1. The Defendant's Motion for Contempt was noticed and continued several times.
2. The Motion for Contempt was filed because of the Plaintiff's failure to prepare, submit, and finalize a Qualified Domestic Relations Order and for failure to remove Defendant from marital debts and liabilities as ordered from Court on August 11, 2016.
3. A Consent Judgment was entered in this cause on August 11, 2016. Paragraph six (6) of the Consent Judgment ordered the that "Plaintiff shall pay \$29,000.00 distributive award to Defendant; Half to be paid at time of refinance of Narrows Court mortgage and half to be rolled over from Plaintiff's NC 401(k) account. Counsel for Plaintiff shall immediately draft a Domestic Relations Order to effectuate said rollover to Defendant as soon as possible."
4. Instead of filing the Qualified Domestic Relations Order, a period of five (5) months went by without the Order being done and then instead of filing the Qualified Domestic Relations Order, on January 30, 2017, the Plaintiff filed a Motion for Rule 60 Relief seeking damages to one of his properties. He alleged that the Defendant had done damage to the property that was given to him in Equitable Distribution and he brought that Motion on for hearing before the Court. Defendant was required to substantially expend attorney's fees in defense of that motion. The motion seeking damages was denied and the Plaintiff recovered nothing from his Motion for Rule 60 Relief.



5. Defendant believes that Plaintiff's filing of that motion was done as a way to offset the payments of the money in the Qualified Domestic Relations Order as an attempt to obtain some kind of money compensation from the Defendant rather than submitting a Qualified Domestic Relations Order and transferring the funds as ordered by the Court on August 11, 2016.
6. It was not until June 5, 2017 that the Plaintiff's counsel finally filed a proposed Qualified Domestic Relations Order. That proposal was not accepted and was not providently accomplished.
7. It was not until October 3, 2017 that Plaintiff's counsel filed an Amended Qualified Domestic Relations Order and after it was properly submitted to the Court, it was not forwarded to the North Carolina Retirement Division. Defendant's counsel contacted Plaintiff's counsel on several occasions prior to the filing of the Defendant's Motion for Contempt on December 9, 2016 in regards to the removal of Defendant's name from marital debt and liabilities and the Qualified Domestic Relations Order (copies of letters to Plaintiff's counsel are attached hereto and named Exhibits A, B and C).
8. Undersigned counsel for Defendant had to contact the North Carolina Retirement Division and transmit letters and documents to get the Qualified Domestic Relations Order approved.
9. The Qualified Domestic Relations Order was not approved by the North Carolina Retirement Division until December 4, 2017.
10. The fourteen thousand five hundred (\$14,500) dollars was finally transferred to the Defendant on December 13, 2017.
11. The Plaintiff's failure to "immediately draft a Domestic Relations Order to effectuate said rollover to Defendant as soon as possible" of the fourteen thousand five hundred (\$14,500) dollars was willful and deliberate and in direct contravention to the judgment of the Court.
12. The Defendant has been damaged by the loss of interest on the funds. The transfer of the money should have been accomplished within approximately sixty (60) days, so the money should have been transferred by early October, 2016.
13. The Defendant has lost the benefit of the interest on the fourteen thousand five hundred \$14,500 dollars from October 2016 to December 13, 2017. Her account earned 7.25 percent growth this year, which computes interest lost to ninety dollars and sixty two cents (\$90.62) lost per month, an overall loss of interest totaling one

thousand two hundred sixty eight dollars and sixty eight cents (\$1,268.68) for the fourteen (14) month delay by the Plaintiff.

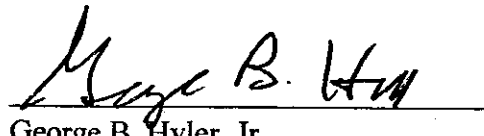
14. In addition to the Defendant's damage for Plaintiff's failure to transfer money, Defendant was required to obtain counsel for the ongoing defense of this matter since August 2016. Attached hereto is an Affidavit of Expenses for the following:

- a) Defense of the Plaintiff's Rule 60 Motion for Relief (Exhibit D).
- b) Prosecution of the Motion for Contempt (Exhibit E).

WHEREFORE, Defendant respectfully requests of the Court the following:

- 1. To find the Plaintiff's conduct in this case a failure to prepare a Qualified Domestic Relations Order immediately and in filing a motion to delay the cause was willful and intentional and the delay in submitting the Qualified Domestic Relations Order was intentional.
- 2. That Defendant have and recover actual damages of the 7.25 percent of interest totaling one thousand two hundred sixty eight dollars and sixty eight cents (\$1,268.68) that she would have obtained on the fourteen thousand five hundred (\$14,500) dollars, had the money been promptly and properly transferred.
- 3. The Plaintiff pay Defendant's counsel fees in the amount of six thousand two hundred and fifty five dollars (\$6,255).

THIS, the 17<sup>th</sup> day of January 2018.



George B. Hyler, Jr.

Attorney for Defendant

NC Bar # 5682

38 Orange Street

Asheville, North Carolina 28801

828-254-1070 phone

828-254-1071 fax

- 40 -



**HYLER & LOPEZ, PA**  
ATTORNEYS AT LAW  
38 Orange Street  
Asheville, North Carolina 28801  
(828) 254-1070 • (828) 254-1071 Facsimile

September 27, 2016

Mary Elizabeth Arrowood  
Attorney at Law  
38 Arlington Street  
Asheville, North Carolina 28801

HAND DELIVERED

Re: Ramsey v. Ramsey, Buncombe County file number: 15 CVD 1562

Dear Beth:

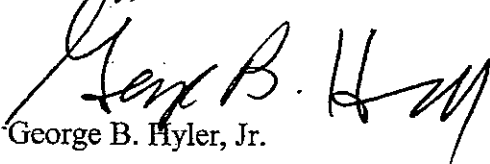
I wanted to update you and follow-up with a few issues in the Ramsey matter as follows:

1. Enclosed with this letter are all keys and keycards for Mr. Ramsey's properties at 151 Sunrise Ridge, 8 Sprinkle Drive, and 3 Narrows Court THAT Ms. Ramsey has in her possession.
2. We have not received the title to Ms. Ramsey's motorcycle from your client or the keys to 16 Moore Street.
3. If you have prepared a draft of the QDRO with roll-over information, we would like to have a copy. It was to be done immediately upon the execution of the memorandum filed on the 11<sup>th</sup> of August 2016.
4. We did receive a draft of the deed for the property located at 3 Narrows Court. We have mailed that on to the attorney with a copy to you.

As to your most recent letter, Ms Ramsey did not damage any property (real or personal) in South Carolina. Mr. Ramsey should seek redress of his grievances elsewhere.

Thank you for your attention to these issues.

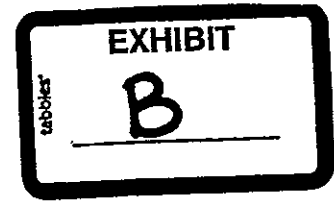
Sincerely,

  
George B. Hyler, Jr.

GBH/ssg

-41-

Enclosure: keys and keycard  
Letter to M. Smith



**HYLER & LOPEZ, PA**

ATTORNEYS AT LAW  
38 Orange Street  
Asheville, North Carolina 28801  
(828) 254-1070 • (828) 254-1071 Facsimile

October 4, 2016

Mary Elizabeth Arrowood  
Attorney at Law  
38 Arlington Street  
Asheville, North Carolina 28801

FAX and REGULAR MAIL

Re: Ramsey v. Ramsey, Buncombe County file number: 15 CVD 1562

Dear Beth:

We are in receipt of your letter dated the 3<sup>rd</sup> of October 2016. After meeting with my client, Ms. Ramsey, I will say again, Ms. Ramsey did not damage any property at the lake house or belonging to Mr. Ramsey. Mr. Ramsey should have known and had a duty to know the status of his property before he entered into negotiation.

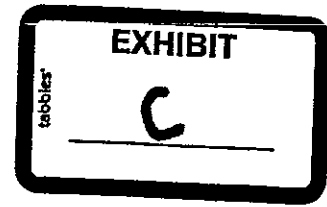
The keys to each of Mr. Ramsey's properties and the boathouse pass key and garage door opener were delivered to your office last week. We have yet to receive Ms. Ramsey's title to her Harley-Davidson motorcycle or the keys to her house and storage building. In addition the QDRO (which was to be done "immediately") has not been completed.

If we do not receive the following: (1) The QDRO for the remaining fourteen thousand five hundred dollars (\$14,500.00) to be transferred into her retirement account; (2) The title of Ms. Ramsey's Harley-Davidson motorcycle and extra key; and (3) The keys to Ms. Ramsey's property by Friday of this week (7<sup>th</sup> of October 2016), then we will file a contempt action to include attorney fees and sanctions in this matter.

Sincerely,

George B. Hyler, Jr.  
GBH/ssg

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**HYLER & LOPEZ, PA**

ATTORNEYS AT LAW

38 Orange Street

Asheville, North Carolina 28801

(828) 254-1070 • (828) 254-1071 Facsimile

December 9, 2016

Mary Elizabeth Arrowood

Attorney at Law

38 Arlington Street

Asheville, North Carolina 28801

Re: Ramsey v. Ramsey, Buncombe County file number 15 CVD 1562

Dear Beth:

Enclosed is a filed copy of Defendant's Motion for Contempt, Sanctions. Attorney fees and an Order to Show Cause in the above referenced matter.

Sincerely,

A handwritten signature in black ink, appearing to read "George B. Hyler, Jr." with a stylized flourish at the end.

George B. Hyler, Jr.

GBH/ssg

Enclosure: motion and order

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STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
FILE NO.: 15 CVD 01562

GARY PHILIP RAMSEY  
Plaintiff,

v.

AFFIDAVIT OF ATTORNEY'S FEES  
RULE 60 HEARING

KALLEY ELIZABETH RAMSEY,  
Defendant.

\*\*\*\*\*

The undersigned, George B. Hyler, Jr., first being duly sworn, deposes and says:

1. This Affidavit is in support of fees incurred in the defense of the Rule 60 Motion filed by the Plaintiff on January 30, 2017 and denied by the Court on May 22, 2017.

2. That I am an attorney at law licensed to practice in the State of North Carolina and I am the attorney of record for Defendant in the above-entitled action. I am currently engaged in the private practice of law with the law firm of Hyler & Lopez, P.A. in Asheville, North Carolina.

3. That a large portion of my practice is devoted solely to the representation of clients in domestic relations cases, including matters relating to Domestic matters similar to those at issue in this case.

4. That I have been attorney of record for Defendant since the 20<sup>th</sup> day of May, 2015.

5. That this case involved inter alia numerous client conferences, numerous telephone conferences with counsel for Defendant, preparation of pleadings and substantial trial preparation and that I have expended not less than Five Point One Five hours (5.15) in connection with this particular matter. That my paralegal has not expended less than Two Point One Five hours (2.15 ) in connection with this particular matter. This time spent on behalf of the Defendant herein was reasonably necessary for an adequate representation of Defendants interests. The billing records are maintained in my office and available for examination.

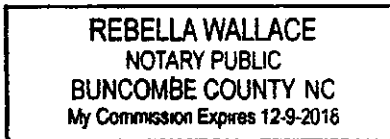
6. That my normal fee in a case of this nature is \$300.00 per hour and my paralegal's time is billed at \$100.00 per hour. This hourly rate is at or below the rate charged by other attorneys in the Buncombe/Haywood County community with similar experience and background in representing clients in matters of this nature.

7. Defendant has incurred legal fees and expenses for the time spent up to the trial in the amount of One Thousand Eight-hundred Twenty dollars (\$1,820.00). This sum has not been paid. In addition, Defendant will incur additional time and expenses in the preparation and filing of the Order of at least one hour making the total bill Two Thousand One-hundred Twenty dollars (\$2,120.00).

This the 19<sup>th</sup> day of January, 2018.

George B. Hyler, Jr.  
George B. Hyler, Jr.  
Attorney for Defendant

SWORN TO and SUBSCRIBED before me, this the 19<sup>th</sup> day of January, 2018.



Rebella Wallace  
NOTARY PUBLIC

My Commission Expires:

12-9-2018



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STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
FILE NO.: 15 CVD 01562

GARY PHILIP RAMSEY  
Plaintiff,

v.

AFFIDAVIT OF ATTORNEY'S FEES  
CONTEMPT MOTION

KALLEY ELIZABETH RAMSEY,  
Defendant.

\*\*\*\*\*

The undersigned, George B. Hyler, Jr., first being duly sworn, deposes and says:

1. This Affidavit is in support of fees incurred in the prosecution of the Contempt Motion filed by the Defendant on December 9, 2016.

2. That I am an attorney at law licensed to practice in the State of North Carolina and I am the attorney of record for Defendant in the above-entitled action. I am currently engaged in the private practice of law with the law firm of Hyler & Lopez, P.A. in Asheville, North Carolina.

3. That a large portion of my practice is devoted solely to the representation of clients in domestic relations cases, including matters relating to Domestic matters similar to those at issue in this case.

4. That I have been attorney of record for Defendant since the 20<sup>th</sup> day of May, 2015.

5. That this case involved inter alia numerous client conferences, numerous telephone conferences with counsel for Defendant, preparation of pleadings and substantial trial preparation and that I have expended not less than Ten Point Two Zero hours (10.20) in connection with this particular matter. That my paralegal has not expended less than Seven Point Seven Five hours (7.75 ) in connection with this particular matter. This time spent on behalf of the Defendant herein was reasonably necessary for an adequate representation of Defendants interests. The billing records are maintained in my office and available for examination.

6. That my normal fee in a case of this nature is \$300.00 per hour and my paralegal's time is billed at \$100.00 per hour. This hourly rate is at or below the rate charged by other attorneys in the Buncombe/Haywood County community with similar experience and background in representing clients in matters of this nature.

-47-

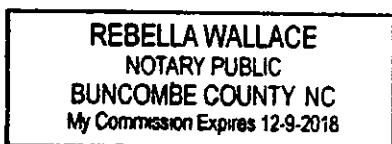
7. Defendant has incurred legal fees and expenses for the time spent up to the trial in the amount of Three Thousand Eight-hundred Thirty-five dollars (\$3,835.00). This sum has not been paid. In addition, Defendant will incur additional time and expenses in the preparation and filing of the Order of at least one hour making the total bill Four Thousand One-hundred Thirty-five dollars (\$4,135.00).

This the 19<sup>th</sup> day of January, 2018.

George B. Myler, Jr.

George B. Myler, Jr.  
Attorney for Defendant

SWORN TO and SUBSCRIBED before me, this the 19<sup>th</sup> day of January, 2018.



Rebella Wallace  
NOTARY PUBLIC

My Commission Expires:

12-9-2018

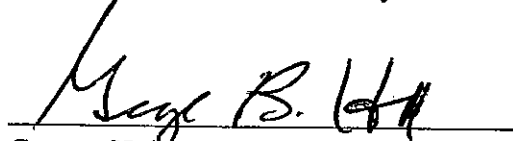
**CERTIFICATE OF SERVICE**

This is to certify that I have this day served all parties in this matter with a copy of this BRIEF IN SUPPORT OF MOTION FOR CONTEMPT by depositing in the United States Mail a copy of the same in a properly addressed envelope with adequate postage thereon in the manner prescribed by Rule 5 of the North Carolina Rules of Civil Procedure.

To: Mary Elizabeth Arrowood  
Attorney at Law  
38 Arlington Street  
Asheville, North Carolina 28801

THIS, the 19<sup>th</sup> day of January 2018.

Hylér & Lopez, P.A. Attorneys at Law



George Hylér, Attorney at Law  
38 Orange Street  
Asheville, North Carolina 28801  
828-254-1070 phone  
828-254-1071 fax

FILED

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION

2018 JAN 31 P 4: 01 15 CVD 1562

BUNCOMBE CO., C.S.C.

GARY PHILIP RAMSEY,  
Plaintiff,

vs

KALLEY ELISABETH RAMSEY,  
Defendant.

ARGUMENT OF PLAINTIFF

At the time this matter was last scheduled for hearing, Defendant requested of this court that this matter be heard on written submissions to this court and the following is offered as the final argument of Plaintiff, together with the Affidavit of Plaintiff.

That all provisions of the Judgment of Equitable Distribution entered August 11, 2016 have been fully complied with. There is no showing that Plaintiff is in criminal contempt of this court and that his conduct has been wilful in any way. That criminal contempt has not been shown, by a reasonable doubt, to this Court.

An award of attorney fees or damages is not appropriate as part of criminal contempt.


In response to Defendant's argument, it is not the responsibility of Plaintiff's counsel to communicate on behalf of Defendant with the N.C. Retirement Division; this communication requires representations on behalf of Defendant and her desires as to how the distribution will take place and requires the communication of Plaintiff's personal information to the N.C. Retirement Division. The undersigned has never seen a case where opposing counsel had to step into the role of counsel for the opposing party in this situation. If Defendant did not communicate with N.C. Retirement Division with her personal information and directions that is not the fault of Plaintiff. Defendant's Brief was the first time the undersigned was aware that Defendant expected Plaintiff's counsel to communicate on her behalf with the N.C. Retirement System.

There is no legal basis for Defendant to recover attorney fees incurred as a result of the Rule 60 hearing. If Defendant had been forthcoming about her use of the home immediate prior to settlement and if Plaintiff had the opportunity to inspect the home and be aware of the damages the Rule 60 hearing would not have been necessary as this case would not have settled as it did. Plaintiff has now paid the costs for the time Defendant used the home and he has incurred the liability for all damages.

That the attorney fee statement re: contempt is not reasonable under the circumstances of this case.

In conclusion, Plaintiff is asking that Defendant's Motion for contempt be denied.

This the 31 day of January, 2018.

  
\_\_\_\_\_  
MARY ELIZABETH ARROWOOD  
ATTORNEY FOR Plaintiff  
State Bar #10785  
38 ARLINGTON STREET  
ASHEVILLE, NC 28801  
(828) 251-0076

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that the undersigned has this date served this pleading in the above entitled action upon all parties to this cause by:

X depositing a copy hereof in a postpaid wrapper in a post office or official depository under the exclusive care and custody of the United States Postal Service; or

\_\_\_\_\_ by personally delivering same; properly addressed to the attorney or attorneys for said parties.

This the 31 day of January, 2018

  
\_\_\_\_\_  
MARY ELIZABETH ARROWOOD

cc: George B. Hyler  
38 Orange Street  
Asheville, NC 28801

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

FILED

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION

2018 JAN 31 P 4:01

15 CVD 1562

BUNCOMBE CO., C.S.C.

GARY PHILIP RAMSEY,

BY         

Plaintiff,

AFFIDAVIT OF PLAINTIFF

vs

KALLEY ELISABETH RAMSEY,

Defendant.

NOW COMES Plaintiff, Gary Philip Ramsey, after having been first duly sworn, and alleges and says as follows:

1. That I have fully complied with the terms and provisions of the Judgment of Equitable Distribution of August 11, 2016.

2. That I am not in wilful contempt of this Court.

3. That on September 30, 2016 I refinanced the joint mortgage secured by the Narrows Court real property and removed Defendant from all liability for payment of said mortgage; that at the time of refinance I paid Defendant the sum of \$14,500.00; that to accomplish this refinance I incurred closing costs and bank fees of \$4,970.67.

4. That other than the joint mortgage secured by the Narrows Court real property, I had no other joint debt with Defendant at the time of our separation.

5. That if I had a charge card for which I had given Defendant the right to use as an authorized user during the marriage, I withdrew that right shortly after separation; to my knowledge Defendant has not attempted to use any of my ,charge cards following separation.

6. That I have said repeatedly that I know of no joint debts which required me to take any action to remove Defendant from liability for same; that I have asked repeatedly to be shown what action I needed to take and still have not been told the basis of the Motion for Contempt as to this issue.

7. That at a hearing, which was postponed, I was given a copy of Defendant's Experian Credit Report which Defendant was using as a basis of her position that I was in contempt of Court; that a copy of said credit report is attached hereto as Exhibit A.

8. That I reviewed the Credit Report which Defendant stated contained information to support her contention that I was in

contempt of this Court; that I find nothing therein to support her contention.

9. That after receiving this Credit Report my attorney forwarded communication to Defendant's attorney on August 14, 2017 concerning the credit report; this communication is attached as Exhibit B; the letter of August 14, 2017 is an accurate summary of Defendant's credit report and the credit report does not reflect anything to support Defendant's contention that it does.

10. That on August 31, 2017 another request was made asking for information as to the basis of the contempt motion; this communication is attached as Exhibit C.

11. That at no time has Defendant responded to my inquiry to give me information as to what debt she believed I need to take action so as to comply with the Judgment of this Court.

12. I have incurred substantial attorney fees since the filing of the Motion on December 9, 2016 attempting to get some communication from Defendant and making numerous trips to Court with no resolution.

13. I believe Defendant cannot provide this information because there is nothing to provide as there are no joint debts.

14. That this Court heard my testimony concerning the damage done to the Narrows Court real property and to my personal property located at the Narrows real property; that said testimony continues to be my testimony as to damages I suffered following Defendant's use of the property; that prior to filing the Motion for Rule 60 Relief, there were several discussions between attorneys to resolve the damage issue; portions of those communications are attached as Exhibit D.

15. I incorporate the allegations of the Motion for Rule 60 Relief previously filed herein as to Defendant going to the Narrows Court property and not disclosing same at the time of settlement and the damages that were done during the time she and her friends were at the home.

15. Following the entry of the Order resolving the Rule 60 Motion and the issue of the finality of the ED Judgment, Domestic Relations Order was entered by this Court.

16. That I received a copy of communication to Mr. Hyler from Department of Justice and forwarded same to my attorney; I then immediately signed an Amended Order, prepared by my attorney, to to resolve the issues of the Department of Justice; this was approximately September 20, 2017 as reflected by Exhibit E.

16. That it is my understanding that the budget cuts in the Department of Justice caused a delay in their approval process to authorize the Retirement Systems Division to take action; I had no control over how quickly the Department of Justice could administer the order; my account has been reduced by \$14,500.00 so I believe

I believe Defendant has received this distribution from the North Carolina Retirement System as those funds are no longer in my account.

This the 31 day of January, 2018.

  
GARY PHILIP RAMSEY

SWORN TO AND SUBSCRIBED before me by GARY PHILIP RAMSEY this the 31<sup>st</sup> day of January, 2018.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

06-18-21

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that the undersigned has this date served this pleading in the above entitled action upon all parties to this cause by:

X depositing a copy hereof in a postpaid wrapper in a post office or official depository under the exclusive care and custody of the United States Postal Service; or  
\_\_\_\_\_ by personally delivering same; properly addressed to the attorney or attorneys for said parties.

This the 31 day of January, 2018

  
MARY ELIZABETH ARROWOOD

cc: George B. Hyler  
38 Orange Street  
Asheville, NC 28801



Exhibit A

Any pending disputes will be highlighted below.

## Personal information

Name	Name(s) associated with your credit
Name	Name identification number
KALLEY E RAMSEY	17309
KALLEY RAMSEY	32109
KALOEY RAMSEY	27869
KALLEY E FLYNN	32737
KALLEY E JARRETT	20985
KALLEY FLYNN	28910
KALLEY ELIZABETH FLYNN	31138
KALLEY E RAMSLEY	9624
KALLEY J FLYNN	25676
BETH FLYNN	3004
BETH JARRETT	11723

## Address(es) associated with your credit

Address	Address identification number	Residence type	Geographical code
16 MOORE ST WEAVERVILLE NC 28787-9426	0057073923	Single family	0-270040-21-0480
PO BOX 2857 WEAVERVILLE NC 28787-2857	0764845104	Post office box	0-270060-21-0480
151 SUNRISE RIDGE RD LEICESTER NC 28748-9450	0056958433	Single family	0-260130-21-0480
331 HEMLOCK SPRINGS TRL WEAVERVILLE NC 28787-7311	0538042914	Single family	0-280040-21-0480
1 WELLINGTON DR ASHEVILLE NC 28804-1231	0057139203	Single family	0-160030-21-0480
39 CLARKS CHAPEL CHURCH RD WEAVERVILLE NC 28787-9341	0361992637	Single family	0-270030-21-0480

## Other personal information associated with your credit

## Spouse or co-applicant

GARY

## Telephone number(s)

828 231 8775	Cellular
828 658 8813	Residential
828 683 5888	Residential

In dispute cart

## Notices

This address has pertained to a business: 16 MOORE ST WEAVERVILLE NC 28787 .

MEMBERSHIP ORGANIZATION: 16 MOORE ST, WEAVERVILLE, NC, 28787 .

5/17/2017

Experian - Access your credit report

KALLEY E RAMSEY | Report number 3256-5570-23 | May 17, 2017 | Print | Close window.

No general personal statements appear on your report.

Add fraud alert

## Potentially negative items

<b>Item name</b> BUNCOMBE COUNTY DISTRICT	<b>Identification number</b> 2016CVD004982	<b>Claim amount</b> \$9,007	<b>Date filed</b> 12/2016	<b>Status</b> Civil claim judgment.
60 COURT PLZ ASHEVILLE, NC 28801 828 232 2636 <b>Address identification number</b> 0057073923	<b>On record until</b> Dec 2023		<b>Date resolved</b> NA	<b>Responsibility</b> Individual Judgment in favor of ONEMAIN FINANCIAL GROUP LLC.

<b>Account name</b> BK OF AMER	<b>Account number</b> 6301003449....	<b>Recent balance</b> Not reported	<b>Date opened</b> 11/2013	<b>Status</b> Paid, Closed. \$17,961 written off.
4909 SAVARESE CIR TAMPA, FL 33634 800 669 6607 <b>Address identification number</b> 0057073923	<b>Type</b> Auto Loan <b>Terms</b> 72 Months	<b>Credit limit or original amount</b> \$22,694 <b>High balance</b> \$0 <b>Monthly payment</b> \$0 <b>Recent payment amount</b> Not reported	<b>Date of status</b> 11/2015 <b>First reported</b> 12/2013 <b>Responsibility</b> Individual	

## Account history

2015	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	2014	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	2013	Dec
	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		

Charge Off as of Oct 2015, Sep 2015  
 90 days past due as of Aug 2015  
 60 days past due as of Jul 2015, Mar 2015  
 30 days past due as of Apr 2015, Jan 2015, Dec 2014, Aug 2014, Jul 2014

## Balance history

The following data will appear in the following format:  
 Date: account balance / date payment received / scheduled payment amount / actual amount paid  
 Oct 2015: No data / Oct 06, 2015 / No data / No data  
 Sep 2015: \$17,961 / Jun 01, 2015 / No data / No data  
 Aug 2015: \$17,888 / Jun 01, 2015 / \$344 / No data  
 Jul 2015: \$17,837 / Jun 01, 2015 / \$344 / No data  
 Jun 2015: \$17,406 / Jun 26, 2015 / \$344 / \$760  
 May 2015: \$18,117 / May 08, 2015 / \$344 / \$380  
 The original amount of this account was \$22,694

<b>Account name</b> BULLCITY FINANCIAL SOLUTIONS	<b>Account number</b> 11572616	<b>Recent balance</b> \$290 as of 05/14/2017	<b>Date opened</b> 12/2016	<b>Status</b> Collection account. \$290 past due as of May 2017.
2609 N DUKE ST STE 500 DURHAM, NC 27704 800 489 7999 <b>Address identification number</b> 0057073923	<b>Type</b> Collection <b>Terms</b> 1 Months <b>On record until</b> Jul 2023	<b>Credit limit or original amount</b> \$290 <b>High balance</b> \$0 <b>Monthly payment</b> \$0 <b>Recent payment amount</b> \$0	<b>Date of status</b> 04/2017 <b>First reported</b> 04/2017 <b>Responsibility</b> Individual	

### Balance history

The original amount of this account was \$290

<b>Account name</b> COMENITY CAPITAL/HSN	<b>Account number</b> 578097957365....	<b>Recent balance</b> \$0 as of 06/07/2012	<b>Date opened</b> 11/2011	<b>Status</b> Inactive.	<b>In dispute cart</b>
<b>PO BOX 182120</b> <b>COLUMBUS, OH 43218</b> <i>No phone number available</i> <b>Address identification number</b> 0764845104	<b>Type</b> Charge Card <b>Terms</b> NA	<b>Credit limit or original amount</b> \$100 <b>High balance</b> \$266 <b>Monthly payment</b> \$13 <b>Recent payment amount</b> \$281	<b>Date of status</b> 05/2012 <b>First reported</b> 12/2011 <b>Responsibility</b> Individual		

2012	May	Apr	Mar	Feb	Jan	2011
Jun	OK	OK	OK	OK	OK	Dec

90 days past due as of Apr 2012  
60 days past due as of Mar 2012  
30 days past due as of Feb 2012

<b>Account name</b> ONEMAIN	<b>Account number</b> 607439024318....	<b>Recent balance</b> Not reported	<b>Date opened</b> 11/2013	<b>Status</b> Closed. \$8,957 written off.
6801 COLWELL BLVD IRVING, TX 75039 800 922 6235	<b>Type</b> Unsecured	<b>Credit limit or original amount</b> \$10,338	<b>Date of status</b> 01/2017	<b>Comment</b> Purchased by another lender.
<b>Address identification number</b> 0057073923	<b>Terms</b> 60 Months	<b>High balance</b> \$0	<b>First reported</b> 11/2013	
		<b>Monthly payment</b> \$0	<b>Responsibility</b> Individual	
		<b>Recent payment amount</b> Not reported		

[illegible]

Charge Off as of Feb 2015 to Dec 2016  
180 days past due as of Jan 2015  
150 days past due as of Dec 2014  
120 days past due as of Nov 2014  
90 days past due as of Oct 2014  
60 days past due as of Sep 2014  
30 days past due as of Aug 2014

The following data will appear in the following format:

Oct 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 Sep 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 Aug 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 Jul 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 Jun 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 May 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 Apr 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 Mar 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 Feb 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 Jan 2016: \$8,957 / Jun 28, 2014 / No data / No data  
 Dec 2015: \$8,957 / Jun 28, 2014 / No data / No data  
 Nov 2015: \$8,957 / Feb 27, 2015 / No data / No data  
 Oct 2015: \$8,957 / Feb 27, 2015 / No data / No data  
 Sep 2015: \$8,957 / Feb 27, 2015 / No data / No data  
 Aug 2015: \$8,957 / Feb 27, 2015 / No data / No data  
 Jul 2015: \$8,957 / Feb 27, 2015 / No data / No data  
 Jun 2015: \$8,957 / Feb 27, 2015 / No data / No data  
 May 2015: \$8,957 / Feb 27, 2015 / No data / No data  
 The original amount of this account was \$10,338

## Accounts in good standing

Account name	Account number	Recent balance	Date opened	Status	In dispute cart
BANK OF AMERICA	546632092417....	Not reported	05/2009	Open/Never late.	
PO BOX 982238 EL PASO, TX 79998 800 421 2110 Address identification number 0764845104	Type Credit Card Terms NA	Credit limit or original amount \$9,000 High balance \$8,961 Monthly payment \$140 Recent payment amount Not reported	Date of status 11/2015 First reported 05/2009 Responsibility Authorized user		

## Account history

2015												2014												2013													
Nov OK	Oct OK	Sep OK	Aug OK	Jul OK	Jun OK	May OK	Apr OK	Mar OK	Feb OK	Jan OK	Dec OK	Nov OK	Oct OK	Sep OK	Aug OK	Jul OK	Jun OK	May OK	Apr OK	Mar OK	Feb OK	Jan OK	Dec OK	Nov OK	Oct OK	Sep OK	Aug OK	Jul OK	Jun OK	May OK	Apr OK	Mar OK	Feb OK	Jan OK	Dec OK	Nov OK	Oct OK
2012												2011												2010													
Sep ND	Aug ND	Jul ND	Jun ND	May ND	Apr ND	Mar ND	Feb ND	Jan ND	Dec ND	Nov ND	Oct ND	Sep ND	Aug ND	Jul ND	Jun ND	May ND	Apr ND	Mar ND	Feb ND	Jan ND	Dec OK	Nov OK	Oct OK	Sep OK	Aug OK	Jul OK	Jun OK	May OK	Apr OK	Mar OK	Feb OK	Jan OK	Dec OK	Nov OK	Oct OK		
2009												2008												2007													
Jul ND	Jun ND	May ND	Apr ND	Mar ND	Feb ND	Jan ND	Dec ND	Nov ND	Oct ND	Sep ND	Aug OK	Jul OK	Jun OK	May OK	Apr OK	Mar OK	Feb OK	Jan OK	Dec OK	Nov OK	Oct OK	Sep OK	Aug OK	Jul OK	Jun OK	May OK	Apr OK	Mar OK	Feb OK	Jan OK	Dec OK	Nov OK	Oct OK	Sep OK	Aug OK		
2006												2005												2004													
May OK												2003												2002													
2001												2000												1999													

## Balance history

The following data will appear in the following format:

Date: account balance / date payment received / scheduled payment amount / actual amount paid

Oct 2015: \$6,907 / Aug 29, 2015 / \$176 / No data

Sep 2015: \$6,799 / Aug 29, 2015 / \$142 / No data

Aug 2015: \$6,824 / Jul 22, 2015 / \$68 / No data

Jul 2015: \$6,924 / Jul 01, 2015 / \$69 / No data

Jun 2015: \$6,994 / Jun 02, 2015 / \$69 / No data

May 2015: \$7,104 / May 06, 2015 / \$107 / No data

Between May 2015 and Oct 2015, your credit limit/high balance was \$9,000

Account name	Account number	Recent balance	Date opened	Status	In dispute cart
CITIFINANCIAL	607337011112....	Not reported	03/2011	Refinanced, closed/Never late.	
605 MUNN RD E FORT MILL, SC 29715 800 922 6235 Address identification number 0057073923	Type Unsecured Terms 60 Months On record until Jun 2021	Credit limit or original amount \$8,052 High balance \$0 Monthly payment \$0	Date of status 06/2011 First reported 03/2011 Responsibility Individual	Comment Account closed due to refinance.	



[illegible]

Date, account balance / date payment received / scheduled payment amount / actual amount paid

Mar 2017: \$4,970 / Mar 09, 2017 / \$118 / \$130  
 Feb 2017: \$5,007 / Feb 21, 2017 / \$112 / \$150  
 Jan 2017: \$5,095 / Jan 16, 2017 / \$131 / \$1,500  
 Dec 2016: \$6,486 / Dec 12, 2016 / \$157 / \$200  
 Nov 2016: \$6,526 / Nov 17, 2016 / \$148 / \$160  
 Oct 2016: \$6,593 / Oct 13, 2016 / \$155 / \$160  
 Sep 2016: \$6,665 / Sep 12, 2016 / \$157 / \$160  
 Aug 2016: \$6,735 / Aug 22, 2016 / \$155 / \$160  
 Jul 2016: \$6,705 / Jul 12, 2016 / \$157 / \$160  
 Jun 2016: \$6,776 / Jun 20, 2016 / \$156 / \$160  
 May 2016: \$6,849 / May 20, 2016 / \$160 / \$160  
 Apr 2016: \$6,917 / Apr 15, 2016 / \$159 / \$170  
 Mar 2016: \$6,998 / Mar 13, 2016 / \$163 / \$160  
 Feb 2016: \$7,038 / Feb 12, 2016 / \$158 / \$200  
 Jan 2016: \$7,129 / Jan 11, 2016 / \$165 / \$200  
 Dec 2015: \$7,237 / Dec 09, 2015 / \$170 / \$200  
 Nov 2015: \$7,340 / Nov 09, 2015 / \$163 / \$200  
 Oct 2015: \$7,450 / Oct 05, 2015 / \$175 / \$557  
 Sep 2015: \$7,883 / Aug 05, 2015 / \$201 / No data  
 Aug 2015: \$7,667 / Aug 05, 2015 / \$176 / \$180  
 Jul 2015: \$7,712 / Jul 22, 2015 / \$174 / \$200  
 Jun 2015: \$7,214 / Jun 14, 2015 / \$163 / No data  
 May 2015: \$7,304 / May 08, 2015 / \$173 / No data  
 Between May 2015 and Mar 2017, your credit limit/high balance was \$7,500

<b>Account name</b> SYNCB/CARE CREDIT	<b>Account number</b> 601918036957....	<b>Recent balance</b> Not reported	<b>Date opened</b> 06/2006	<b>Status</b> Paid, Closed/Never late.
<b>C/O P.O. BOX 965036</b> ORLANDO, FL 32896 866 396 8254 <b>Address identification number</b> 0056958433	<b>Type</b> Charge Card <b>Terms</b> NA <b>On record until</b> Mar 2022	<b>Credit limit or original amount</b> \$1,500 <b>High balance</b> \$1,599 <b>Monthly payment</b> \$0 <b>Recent payment amount</b> Not reported	<b>Date of status</b> 03/2012 <b>First reported</b> 06/2006 <b>Responsibility</b> Individual	

## Account history

2012	2011	2010	2009	2008	2007
Mar OK	Feb OK	Jan OK	Dec OK	Nov OK	Oct OK
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Dec OK	Nov OK	Oct OK	Sep OK	Aug OK	Jul OK
Nov OK	Oct OK	Sep OK	Aug OK	Jul OK	Jun OK
Oct OK	Sep OK	Aug OK	Jul OK	Jun OK	May OK
S					

## Balance history

The following data will appear in the following format:

Date: account balance / date payment received / scheduled payment amount / actual amount paid

Mar 2017: \$0 / Jun 06, 2016 / \$25 / No data

Feb 2017: \$0 / Jun 06, 2016 / \$25 / No data

Jan 2017: \$0 / Jun 06, 2016 / \$25 / No data

Dec 2016: \$0 / Jun 06, 2016 / \$25 / No data

Nov 2016: \$0 / Jun 06, 2016 / \$25 / No data

Oct 2016: \$0 / Jun 06, 2016 / \$25 / No data

Sep 2016: \$0 / Jun 06, 2016 / \$25 / No data

Aug 2016: \$0 / Jun 06, 2016 / \$25 / No data

Jul 2016: \$0 / Jun 06, 2016 / \$25 / No data

Jun 2016: \$0 / Jun 06, 2016 / \$25 / \$26

May 2016: \$25 / Mar 13, 2016 / \$25 / No data

Apr 2016: \$0 / Mar 13, 2016 / \$25 / No data

Mar 2016: \$0 / Mar 13, 2016 / \$25 / \$75

Feb 2016: \$72 / Dec 09, 2015 / \$25 / No data

Jan 2016: \$0 / Dec 09, 2015 / \$35 / No data

Dec 2015: \$0 / Dec 09, 2015 / \$35 / \$120

Nov 2015: \$115 / Nov 11, 2015 / \$35 / \$380

Oct 2015: \$375 / Oct 09, 2015 / \$35 / \$200

Sep 2015: \$566 / Sep 22, 2015 / \$35 / \$200

Aug 2015: \$753 / Aug 11, 2015 / \$35 / \$150

Jul 2015: \$887 / Jul 26, 2015 / \$53 / \$125

Jun 2015: \$876 / Jun 14, 2015 / \$26 / \$150

May 2015: \$912 / May 11, 2015 / \$28 / \$150

Between May 2015 and Mar 2017, your credit limit/high balance was \$6,000

Account name	Account number	Recent balance	Date opened	Status
WELLS FARGO	438654011071....	Not reported	05/2001	Paid, Closed/Never late.
PO BOX 10335 DES MOINES, IA 50306 800 288 3212	Type Home Equity	Credit limit or original amount \$38,000	Date of status 09/2007	Comment Account closed at consumer's request.
Address identification number 0057073923	Terms NA	High balance \$38,217	First reported 05/2001	
	On record until Sep 2017	Monthly payment \$0	Responsibility Individual	
		Recent payment amount Not reported		

## Account history

2007	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	2006	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	2005	Dec	Nov	Oct	Sep	Aug	
CLS	OK	OK	OK	OK	OK	OK	OK	OK	Dec	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	Dec	OK	OK	OK	OK	OK	
Jul	Jun	May	Apr	Mar	Feb	Jan	2004	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	2003	Dec	Nov	Oct	Sep	Aug	Jul	Jun
OK	OK	OK	OK	OK	OK	OK	2002	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	2001	Sep	Aug	Jul	Jun	May		
OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Account name	Account number	Recent balance	Date opened	Status
WELLS FARGO DEALER SERVICES	51776010....	Not reported	07/2009	Paid, Closed/Never late.
PO BOX 1697 WINTERVILLE, NC 28590 800 289 8004	Type Auto Loan	Credit limit or original amount \$15,226	Date of status 08/2011	
Address identification number 0057073923	Terms 72 Months	High balance \$0	First reported 08/2009	
	On record until Aug 2021	Monthly payment \$0	Responsibility Joint with CATON M JARRETT	
		Recent payment amount Not reported		

## Account history

2010												2009													
2011	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug



<b>Account name</b> WELLS FARGO DEALER SERVICES	<b>Account number</b> 51792012....	<b>Recent balance</b> Not reported	<b>Date opened</b> 06/2011	<b>Status</b> Paid, Closed/Never late.
PO BOX 1697 WINTERVILLE, NC 28590 800 289 8004	<b>Type</b> Auto Loan	<b>Credit limit or original amount</b> \$15,196	<b>Date of status</b> 05/2012	
<b>Address identification number</b> 0057073923	<b>Terms</b> 72 Months	<b>High balance</b> \$0	<b>First reported</b> 08/2011	
	<b>On record until</b> May 2022	<b>Monthly payment</b> \$0	<b>Responsibility</b> Joint with CATON M JARRETT	
		<b>Recent payment amount</b> Not reported		

**Account history**

2012						2011				
May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	
CLS	OK	OK	OK	OK	OK	OK	OK	OK	OK	

**Credit inquiries**

We make your credit history available to your current and prospective creditors and employers as allowed by law. Personal data about you may be made available to companies whose products and services may interest you. As required by the Fair Credit Reporting Act, we display these requests for your credit history as a record of fact.

**Inquiries shared with others ?**

No inquiries shared with others appear on your report.

**Inquiries shared only with you ?**

<b>Account name</b> CREDIT ONE BANK	<b>Date of request(s)</b> 02/06/2017 01/09/2017 12/02/2016 10/07/2016
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PO BOX 98873  
LAS VEGAS, NV 89193  
877 825 3242

<b>Account name</b> ONEMAIN	<b>Date of request(s)</b> 12/16/2016
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PO BOX 59  
EVANSVILLE, IN 47701  
800 382 7951

<b>Account name</b> ONEMAIN	<b>Date of request(s)</b> 10/11/2016
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6801 COLWELL BLVD  
IRVING, TX 75039  
800 922 6235

<b>Account name</b> CREDIT ONE BANK	<b>Date of request(s)</b> 10/07/2016
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PO BOX 98873  
LAS VEGAS, NV 89193  
877 825 3242

<b>Account name</b> CAPITAL ONE	<b>Date of request(s)</b>
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5/17/2017

Experian - Access your credit report

KALLEY E RAMSEY ; Report number 0266-9570-20 | May 17, 2017 | Print | Close window

08/26/2016

PO BOX 30281  
SALT LAKE CITY, UT 84130  
804 967 1000

Account name  
CAPITAL ONE

Date of request(s)  
08/16/2016

Account name  
FIRST ADVANTAGE/EMPLOYMENT

Date of request(s)  
02/03/2016

140 FOUNTAIN PKWY N STE 410  
ST PETERSBURG, FL 33716  
727 290 1000

Comments  
On behalf of DANIEL BOONE COUNCIL for 30

Account name  
PROGRESSIVE INSURANCE

Date of request(s)  
08/21/2015

6300 WILSON MILLS RD  
CLEVELAND, OH 44143  
No phone number available

Account name  
CIC/EXPERIAN CREDITWORKS

Date of request(s)  
07/07/2015

535 ANTON BLVD STE 100  
COSTA MESA, CA 92626  
866 431 3471

Account name  
CIC/EXPERIAN IDENTITY CH

Date of request(s)  
07/07/2015

535 ANTON BLVD STE 100  
COSTA MESA, CA 92626  
No phone number available

#### Important messages

Experian collects and organizes information about you and your credit history from public records, your creditors and other reliable sources. By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display on your report, but on reports to others they display only as "MEDICAL PAYMENT DATA." Consumer statements included on your report at your request that contain medical information are disclosed to others.

#### Know your rights

Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20552.

#### A Summary of Your Rights under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20552.

You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address,

(your file disclosure). You will be required to provide proper identification, which may include your social security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

All consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

**You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

**You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

**Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

**Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

**Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

**You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1 888 5OPTOUT (1 888 567 8688).

**You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

**Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws.** In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For more information about your federal rights, contact:

Type of Business:	Contact:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates. b. Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the Bureau:	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air Carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation

-65-

	Department of Transportation 395 E Street, SW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA

**Notification of Rights**[Notification of Rights for Alabama Consumers](#)[Notification of Rights for Alaska Consumers](#)[Notification of Rights for Arkansas Consumers](#)[Notification of Rights for California Consumers](#)[California Notice of Your Rights to Request and Obtain Your Credit Score](#)[Notification of Rights for Colorado Consumers](#)[Notification of Rights for Connecticut Consumers](#)[Notification of Rights for Delaware Consumers](#)[Notification of Rights for District of Columbia Consumers](#)[Notification of Rights for Florida Consumers](#)[Notification of Rights for Georgia Consumers](#)[Notification of Rights for Indiana Consumers](#)[Notification of Rights for Maryland Consumers](#)[Notification of Rights for Massachusetts Consumers](#)[Notification of Rights for Missouri Consumers](#)[Notification of Rights for Montana Consumers](#)[Notification of Rights for Nevada Consumers](#)[Notification of Rights for New Hampshire Consumers](#)[Notification of Rights for New Jersey Consumers](#)[Notification of Rights for New Mexico Consumers](#)[Notification of Rights for New York Consumers](#)[Notification of Rights for North Carolina Consumers](#)[Notification of Rights for North Dakota Consumers](#)[Notification of Rights for Ohio Consumers](#)[Notification of Rights for Oklahoma Consumers](#)[Notification of Rights for Puerto Rico Consumers](#)[Notification of Rights for Rhode Island Consumers](#)[Notification of Rights for Tennessee Consumers](#)[Notification of Rights for Texas Consumers](#)[Notification of Rights for Vermont Consumers](#)[Notification of Rights for Virginia Consumers](#)[Notification of Rights for Washington Consumers](#)[Notification of Rights for West Virginia Consumers](#)[Notification of Rights for Wisconsin Consumers](#)

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[View Experian's Privacy Policy](#)

Exhibit B  
- 66 -

**MARY ELIZABETH ARROWOOD**

ATTORNEY AT LAW  
38 ARLINGTON STREET  
ASHEVILLE, NORTH CAROLINA 28801

TELEPHONE 828/251-0076

E-MAIL: mearrowood@aol.com

FAX 828/253-2717

Via fax

August 14, 2017

George B. Hyler  
Hyler and Lopez  
38 Orange Street  
Asheville, NC 28801

RE: GARY PHILIP RAMSEY -vs- KALLEY ELISABETH RAMSEY  
CASE# 15 CVD 1562

Dear George:

Thank you for giving me a copy of your client's credit report to review. I have gone through the report and believe the following is a complete summary of the credit report contents:

1. One Main Financial(4318) (individual judgment against Defendant in 16 CVD 4982)
2. Bank of America (3449) (individual account, closed)
3. BullCity Financial Solutions (Defendant opened 12-16, after separation, individual account)
4. Comenity Capital (7365) inactive individual account
5. Bank of America (2417) (responsibility, only as authorized user)
6. Citifinancial (1112) (individual account closed due to refinance)
7. Citifinancial (1510) (individual account closed due to refinance)
8. Citifinancial (3810) (individual account closed)
9. Discover (0067) (responsibility, only as authorized user)
10. One Main (2113) (individual account closed due to refinance)
11. One Main (2214) (individual account closed due to refinance)
12. SYNCB/BP (0595) (responsibility only as authorized user)
13. SYNCB/Care credit (6957) (individual closed account)
14. SYNCB/Sams Club (3318) (responsibility only as authorized user)
15. Wells Fargo (1071) (individual account closed at consumer's request)
16. Wells Fargo (6010) Joint with Caton M. Jarrett
17. Wells Fargo (2012) Joint with Caton M. Jarrett

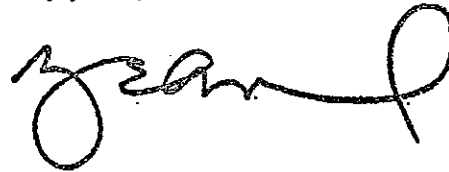
I do not see any joint liabilities and Gary also does not want there to be any ongoing joint liabilities. Could you please review and let me know your thoughts as to what accounts you

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believe Gary needs to take action to modify?

Thanks

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary Elizabeth Arrowood", with a large, stylized loop at the end.

Mary Elizabeth Arrowood

cc Gary Ramsey

Exhibit C  
- 68 -

From: Beth Arrowood <mearrowood@aol.com>

To: george <george@hylerlopez.com>

Subject: Ramsey

Date: Thu, Aug 31, 2017 9:47 am

---

Good morning,

I have not heard back from you regarding the letter I faxed to you on August 14th concerning Mrs. Ramsey's credit report.

Please let me know what action you think Mr. Ramsey needs to take to resolve this matter.  
I look forward to hearing from you.

Thank you.

**MARY ELIZABETH ARROWOOD, ATTORNEY AT LAW**

38 Arlington Street

Asheville, NC 28801

(828) 251-0076

(828) 253-2717 fax

**CONFIDENTIALITY NOTICE:** This email may contain information that is confidential or privileged. If you are not the intended recipient, please do not read, print, retain, copy or disseminate any part of this message or attachment. Please notify me immediately if you have received this email in error. Thank you.

**IRS CIRCULAR 230 NOTICE:** Any U.S. tax advice contained in the Email or attachment is not intended for use, and cannot be used to avoid penalties under the Internal Revenue Code or to promote a transaction intended for this purpose.

Exhibit D - 69 -

**MARY ELIZABETH ARROWOOD**

ATTORNEY AT LAW  
38 ARLINGTON STREET  
ASHEVILLE, NORTH CAROLINA 28801

TELEPHONE 828/251-0076

E-MAIL: mearrowood@aol.com

FAX 828/253-2717

Via fax

September 22, 2016

George B. Hyler  
Hyler and Lopez  
38 Orange Street  
Asheville, NC 28801

RE: GARY PHILIP RAMSEY -vs- KALLEY ELISABETH RAMSEY  
CASE# 15 CVD 1562

Dear George:

Mr. Ramsey would have had no objection to Mrs. Ramsey using the lake house if she had just asked and confirmed that no one else was going to be there. He does have objection to her surreptitiously going to the lake house and damaging property. He has expressed concern to me many times about her vindictiveness.

When we were negotiating a settlement in this matter Mrs. Ramsey did not disclose she had been to the lake house and she did not disclose the damage done to the property. My client did not get what he bargained for.

I am enclosing copies of three appraisals reflecting the cost to fix the damage to the motorcycle and the seadoos. In addition to the costs reflected on the enclosed appraisals Mr. Ramsey has costs to re-winterize the two seadoos, cost to repair damage to counter tops and bathroom vinyl flooring and damage to the garbage disposal. I will provide those estimates upon receipt.

Mr. Ramsey has had to take off work and travel to South Carolina to deal with this vandalism. He also paid all of the utility expenses and the cleaning of the property from her stay.

It would have been simple for Mrs. Ramsey to leave the home and property in the condition in which she found it. She elected not to do so and we now have a continuation of the conflict in this case.

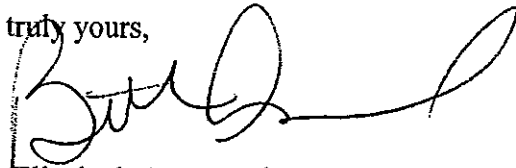


-70-

We need assurances that she is going to pay for this damage or we need to involve the Court. The Oconee County Sheriff's Department has investigated this matter and they have referred it back to family court for resolution.

Thanks.

Very truly yours,

A handwritten signature in black ink, appearing to read 'ME Arrowood', written over a vertical line.

Mary Elizabeth Arrowood  
Attorney At Law

MEA/

\*\*\*\*\*  
\*\*\* FAX TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

JOB NO.	3187
DESTINATION ADDRESS	2541071
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	10/03 14:16
USAGE T	01' 21
PGS.	3
RESULT	OK

**MARY ELIZABETH ARROWOOD**  
ATTORNEY AT LAW  
38 ARLINGTON STREET  
ASHEVILLE, NORTH CAROLINA 28801

TELEPHONE 828-251-0076

E-MAIL: mearrowood@aol.com FAX 828-253-2717

## FACSIMILE COVER SHEET

**TO:** George B. Hyler  
Hyler and Lopez

**FROM:** Beth Arrowood

**DATE:** October 3, 2016

**FAX NUMBER:** 828-254-1071

**RE:** GARY PHILIP RAMSEY -vs- KALLEY ELISABETH RAMSEY  
15 CVD 1562

Page 1 of 3 pages including this cover sheet.

Message:

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**MARY ELIZABETH ARROWOOD**

ATTORNEY AT LAW  
38 ARLINGTON STREET  
ASHEVILLE, NORTH CAROLINA 28801

TELEPHONE 828/251-0076

E-MAIL: mearrowood@aol.com

FAX 828/253-2717

Via fax

October 3, 2016

George B. Hyler  
Hyler and Lopez  
38 Orange Street  
Asheville, NC 28801

RE: GARY PHILIP RAMSEY -vs- KALLEY ELISABETH RAMSEY  
CASE# 15 CVD 1562

Dear George:

Enclosed please find a copy of the estimate for repair for the damage caused during Mrs. Ramsey's use of the lake house.

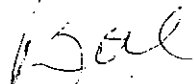
My client is not going to let this go. He did not get what he bargained for in our settlement agreement. I have explained to him our remedy is to file a motion seeking to have the earlier settlement set aside.

I find it hard to understand why Mrs. Ramsey believes she and her friends should cause damage to the home and property and that she should be able to walk away with no liability for same.

To resolve this matter, my client would agree to a roll-over to Mrs. Ramsey from his 401(k) account in the amount of \$8500.00. Please let me know if we can settle this without court action. If she is in agreement with this modified roll-over I will draft the DRO this week.

Thanks.

Very truly yours,



Mary Elizabeth Arrowood

Balanger, Inc.  
Seneca, Sc.  
September 23, 2016

Gary Ramsey  
3- Narrows Court  
Salem, Sc  
828-231-6763

**Dear Gary Ramsey:**

**You recently requested pricing information from our company. Here is our quote:**

<b>Qty.</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Price</b>
	Replace Vinyl flooring in Bathroom	700.00	
	Repair Counter Top in Bathroom	100.00	
	Replace Garbage Disposal in Kitchen Sink	250.00	
		<b>Total:</b>	
		<b>\$1,050.00</b>	

**Thank you for giving us the opportunity to bid for your business.**

Sincerely,

Balanger, Inc.

\*\*\*\*\*

\*\*\* FAX TX REPORT \*\*\*

\*\*\*\*\*

TRANSMISSION OK

Exhibit E

JOB NO.	3930
DESTINATION ADDRESS	2541071
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	09/20 17:52
USAGE T	01' 53
PGS.	4
RESULT	OK

**MARY ELIZABETH ARROWOOD**

ATTORNEY AT LAW  
38 ARLINGTON STREET  
ASHEVILLE, NORTH CAROLINA 28801

TELEPHONE 828-251-0076

E-MAIL: mearrowood@aol.com FAX 828-253-2717

**FACSIMILE COVER SHEET**

**TO:** George B. Hyler  
Hyler and Lopez

**FROM:** Beth Arrowood

**DATE:** September 20, 2017

**FAX NUMBER:** 828-254-1071

**RE:** GARY PHILIP RAMSEY -vs- KALLEY ELISABETH RAMSEY  
15 CVD 1562

Page 1 of 4 pages including this cover sheet.

George, I just saw a copy of September 12, 2017 communication to you from Reid Chisholm. I thought this matter as concluded.

I am attaching Amended Order and would suggest the parties sign and we get this entered tomorrow.

Please Note: The information contained in this fax may be confidential and is intended only for the use of the person to whom

FILED

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
FILE NO.: 15 CVD 1562  
Honorable Dotson-Smith  
BUNCOMBE CO. C.S.C.

GARY PHILIP RAMSEY,  
Plaintiff,

v.

CONTEMPT ORDER

KALLEY ELIZABETH RAMSEY,  
Defendant.

THIS CAUSE, coming on to be heard before the undersigned judge presiding upon a citation for Contempt and the Court having heard the evidence offered, reviewing the record, and reviewing the briefs and having heard the arguments of the parties, makes the following:

FINDINGS OF FACT

1. The Defendant was present in Court and represented by George B. Hyler, Jr., Attorney at Law.
2. The Plaintiff was present in Court and represented by Mary Elizabeth Arrowood, Attorney at Law. Plaintiff was advised of the consequences of civil and criminal contempt and the Court accepted a waiver of assigned counsel as being voluntary and fully informed.
3. The Defendant's Motion for Contempt was noticed and continued several times. The parties agreed that the attorneys would submit final affidavits and briefs by January 31, 2018 in lieu of a final hearing on the matter.
4. The Motion for Contempt was filed on December 9, 2016 alleging Plaintiff's failure to prepare, submit, and finalize a Qualified Domestic Relations Order and for failure to remove Defendant from marital debts and liabilities as ordered from Court.
5. A Consent Judgment was entered in this cause on August 11, 2016. Paragraph six (6) of the Consent Judgment ordered the that:  
  
[“Plaintiff shall pay \$29,000.00 distributive award to Defendant; Half to be paid at time of refinance of Narrows Court mortgage and half to be rolled over from Plaintiff's NC 401(k) account. Counsel for Plaintiff shall immediately draft a Domestic Relations Order to effectuate said rollover to Defendant as soon as possible.”]
6. A period of five (5) months went by without the Order being done and then on January 30, 2017, the Plaintiff filed a Motion for Rule 60 Relief seeking damages to one of

his properties in South Carolina. The motion seeking damages was denied and the Plaintiff recovered nothing from his Motion for Rule 60 Relief.

7. It was not until June 5, 2017 that the Plaintiff's counsel filed a proposed Qualified Domestic Relations Order. That proposal was not accepted and was not providently accomplished.

8. It was not until October 3, 2017 that Plaintiff's counsel filed an Amended Qualified Domestic Relations Order.

9. Defendant's counsel contacted Plaintiff's counsel on several occasions prior to the filing of the Defendant's Motion for Contempt on December 9, 2016 in regards to the removal of Defendant's name from marital debt and liabilities and the Qualified Domestic Relations Order.

10. Undersigned counsel for Defendant had to contact the North Carolina Retirement Division and transmit letters and documents to get the Qualified Domestic Relations Order approved. The Qualified Domestic Relations Order was not approved by the North Carolina Retirement Division until December 4, 2017.

11. The fourteen thousand five hundred (\$14,500.00) dollars was finally transferred to the Defendant on December 13, 2017, which was over a year after the Court had ordered that the Qualified Domestic Relations Order to be done.

12. The Plaintiff's delay and failure to "immediately draft a Domestic Relations Order to effectuate said rollover to Defendant as soon as possible" of the fourteen thousand five hundred (\$14,500.00) dollars was willful and deliberate and in direct contravention to the judgment of the Court.

13. Given a review of order's in the Court's file, and the nature of the agreed upon equitable distribution order, the Plaintiff has an ability to pay and comply with the Court order.

14. The Plaintiff filed a Qualified Domestic Relations Order on October 3, 2017 so the Court will not order commitment, but the Court finds that the significant delay was in contempt, and that the Defendant has put forth extensive effort to try and enforce the judgment of the Court, and that the delay in entry was willful in part.

15. The Defendant has lost the benefit of the interest on the fourteen thousand five hundred \$14,500.00 dollars from October 2016 to December 13, 2017. The Defendant's Brief showed her account earned 7.25 percent growth this year, which computes interest lost to eighty seven dollars and sixty cents (\$90.62) lost per month, an overall loss of interest totaling one thousand fifty one dollars and twenty five cents (\$1,268.68) for the fourteen (14) month delay by the Plaintiff.

16. In addition to the Defendant's damage for Plaintiff's failure to transfer money, Defendant was required to obtain counsel for the ongoing defense of this matter since August 2016. The Court finds that the sum of \$2000 is a reasonable and necessary attorney's fee for the Defendant to facilitate the entry of a judgment in this cause.

**BASED UPON** the foregoing **FINDINGS OF FACT**, found by clear, cogent and convincing evidence, this Court makes the following:

### **CONCLUSIONS OF LAW**

1. The Court has jurisdiction over the parties and the subject matter of this action.
2. Plaintiff's conduct in his failure to "immediately prepare and file a Domestic Relations Order" was willful and intentional and the delay in submitting the Qualified Domestic Relations Order was intentional and willful in part.
3. Defendant has lost the benefit of the interest on the fourteen thousand five hundred \$14,500.00 dollars from October 2016 to December 13, 2017. An overall loss of interest totaling one thousand fifty one dollars and twenty five cents (\$1,268.68) for the fourteen (14) month delay by the Plaintiff.
4. The purpose of the order can still be served by setting a purge that addresses the interest which was lost by the order not be entered immediately. Plaintiff has the means and ability to pay the lost interest, and said payment can purge the contempt. The plaintiff has the ability to pay the reasonable attorney's fee. Paying the difference in lost interest means that the condition needed to resolve the purge can still be satisfied by the plaintiff.
5. The Court finds that the sum of \$2000 is a reasonable and necessary attorney's fee for the Defendant to facilitate the entry of a judgment in this cause. The Court in its discretion has reduced the fee requested due to some of the nature of the delays in this case, and the insufficiency of the contempt issue regarding removal of name from liabilities.

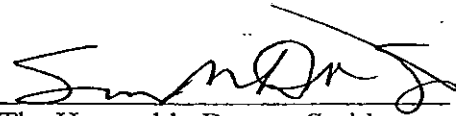
**IT IS NOW, THEREFORE**, based upon the foregoing **FINDINGS OF FACT**, and **CONSLUSIONS OF LAW** that it is ordered, adjudges and decreed that the:

1. Plaintiff is found to be in **CIVIL CONTEMPT** of this Court for failure to abide by the Judgment provision that he immediately file a Qualified Domestic Relations Order, and that the Plaintiff can still correct the contemptible behavior by paying the interest that was lost due to the delay and by paying the attorney's fee. This Court will suspend a sentence of incarceration, and allow the Plaintiff to purge his contempt as follows:



1. Plaintiff shall pay the Defendant for the interest lost in the amount of one thousand two hundred and sixty-eight dollars and sixty-eight cents (\$1,268.68). This sum shall be paid within fourteen (14) days of the entry of this Order.
2. Plaintiff shall pay a reasonable attorney's fee of two thousand( \$2000). This sum shall be paid within forty-five days of this order.
3. This order resolves all matters and the file may be administratively closed.

THIS, the 27 day of February 2018.

  
The Honorable Dotson-Smith  
District Court Judge presiding

-79-

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE


FILED

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION

2018 MAR 19 P 3:50 15 CVD 1562

GARY PHILIP RAMSEY

BUNCOMBE CO., C.S.C.

Plaintiff, 

vs

**NOTICE**  
**OF APPEAL**


KALLEY ELISABETH RAMSEY

Defendant.

TO: Kalley Elisabeth Ramsey,  
By And Through The Attorney of Record  
George B. Hyler  
Hyler and Lopez  
38 Orange Street  
Asheville, NC 28801

NOW COMES the Plaintiff in the above-entitled action, and hereby gives Notice of Appeal to the Court of Appeals of North Carolina from Contempt Order entered the 27th day of February, 2018, in the District Court of Buncombe County.


This the 19 day of March, 2018.

  
Mary Elizabeth Arrowood  
Attorney for Plaintiff  
State Bar #10785  
38 Arlington Street  
Asheville, NC 28801  
(828) 251-0076

Certificate of Service

This is to certify that I have this date served the opposing party, or their counsel, in the foregoing matter with a copy of this Notice of Appeal by:  
☒ Depositing in the U.S. mail a copy of the same in a properly addressed envelope with adequate postage thereon.  
☐ By fax

This the 19 day of March, 2018.

BY:   
MARY ELIZABETH ARROWOOD

cc: George B. Hyler 38 Orange Street Asheville, NC 28801

PROPOSED ISSUES ON APPEAL

1. Did the trial court err in awarding damages in a contempt proceeding?

2. Did the trial court err in making findings not supported by competent or sworn testimony?

3. Did the trial court err in awarding attorney fees in a criminal contempt proceeding?

SETTLEMENT OF RECORD ON APPEAL


The proposed Record on Appeal was served upon attorney for Defendant, Kallie Elizabeth Ramsey, by depositing a copy of the proposed Record on Appeal in a postpaid wrapper in a post office depository under the exclusive care and custody of the United States Postal Service on the 23rd day of April, 2018.

Counsel for Defendant has not made objection to the proposed Record on Appeal and the proposed Record on Appeal is now deemed the Record on Appeal.

CERTIFICATE OF SERVICE

This is to certify that I have this day served George Hyler, Attorney for Defendant, with a copy of the Record on Appeal by depositing a copy of same in a postpaid wrapper in a post office or official depository under the exclusive care and custody of the United States Postal Service.

This the 11 day of June, 2018.



MARY ELIZABETH ARROWOOD  
Attorney for Plaintiff-  
Appellant  
38 Arlington Street  
Asheville, NC 28801  
(828) 251-0076

IDENTIFICATION OF COUNSEL

Attorney for Plaintiff-Appellant  
Mary Elizabeth Arrowood  
38 Arlington Street  
Asheville, NC 28801  
828-251-0076  
State Bar #10785  
Mearrowood@aol.com

Attorney for Defendant-Appellee  
George B. Hyler  
Hyler and Lopez  
38 Orange Street  
Asheville, NC 28801  
828-254-1070  
State Bar #5682  
george@hylerlopez.com