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NO. COA13-489

NORTH CAROLINA COURT OF APPEALS

Filed: 5 November 2013

BRANCH BANKING AND TRUST COMPANY,  
Plaintiff,

v.

Pitt County  
No. 12 CVS 949

BRENDA F. HARRIS,  
Defendant.<sup>1</sup>

STATE OF NORTH CAROLINA

v.

Pitt County  
No. 12 CRS 5003

BRENDA FAYE HARRIS

Appeal by Defendant from judgment entered 16 November 2012 in case number 12 CRS 5003 and from orders entered 7 December 2012 and 14 January 2013 in case number 12 CVS 949, by Judge

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<sup>1</sup> Per the custom of this Court, the caption of this opinion reflects the exact caption of the order finding Harris in criminal contempt from which she appeals. The separate gatekeeper order, from which she also appeals, lists the parties as "Branch Banking and Trust" (omitting the word "Company") and "Brenda F. Harris and BHCO, LLC."

Thomas D. Haigwood in Pitt County Superior Court. Heard in the Court of Appeals 25 September 2013.

*Howard, Stallings, From & Hutson, P.A., by Russell W. Johnson and John N. Hutson, Jr., for Plaintiff.*

*Hassell, Singleton, Mason & Jones, PA, by Rane Singleton, for Defendant.*

STEPHENS, Judge.

*Factual Background and Procedural History*

On 3 April 2012, Plaintiff Branch Banking and Trust ("BB&T") initiated this action by filing a complaint and motion for temporary restraining order and preliminary injunction against Defendant Brenda F. Harris. BB&T owns a piece of real property located at 3058 Clemons School Road in Stokes, North Carolina ("the property"). Harris owns a tract of land ("the farm") which wholly surrounds the property. Because the property is surrounded by the farm, the only access to the property is provided via an easement across the farm.

In November 2011, the parties entered into an agreement ("the sales contract") for Harris to buy the property from BB&T for \$157,000.<sup>2</sup> An addendum to the sales contract provided that

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<sup>2</sup> The sales contract lists the purchaser as "Brenda F. Harris,

the closing of the sales contract would be on 16 January 2012. On that date, Harris informed BB&T that she was no longer willing to pay the agreed sales price and demanded that it be reduced to \$100,000, citing several alleged faults with the property. After BB&T refused to sell the property to her at a reduced price, Harris undertook a series of actions in protest.

On 18 January 2012, Harris sent letters to Kelly King, Chairman and CEO of BB&T, and to United States Congressman Walter B. Jones. The letters alleged various wrongdoing and corruption by BB&T, both by itself and in conjunction with the Pitt County Environmental Health Department. On 26 January 2012, Harris filed a self-styled "Public Notice" purporting to relate to the property, in which she made various claims about the septic system on the property and "advised" potential purchasers of her possible future use of the surrounding farm as a mobile home park and for an "agricultural or fish/livestock operation." The filing was recorded at Book 2935, Page 636 of the Pitt County Registry. After filing the Public Notice, on 1 February 2012, Harris sent another letter to BB&T and offered a "compromise" whereby BB&T would either sell her the property for

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DBA BHCO, LLC." According to the gatekeeper order discussed *infra*, BHCO, LLC, is wholly owned by Harris, although the record does not provide further information about this entity.

between \$50,000 and \$75,000 or donate the property to Harris's church. In the letter, Harris alleged that BB&T holds questionable title to the property.

On 16 February 2012, BB&T entered into a contract for the sale of the property to another party. On 21 February 2012, Harris told a realtor who was working with BB&T that BB&T was engaged in legal trickery regarding the property's septic system and that Harris planned to file complaints with the North Carolina Real Estate Commission and the United States Department of Housing and Urban Development to ensure any buyer was made "aware of the problems with the [property]." On 25 February 2012, Harris contacted BB&T's realtor to say that there would be no friendly relationship between the farm and the property if she did not own both and that if BB&T did not sell the property to her, she would turn the farm "into soccer fields for Hispanics." In March 2012, Harris repeatedly contacted the home inspector retained by the third party buyer in an attempt to learn the buyer's identity. Later that month, Harris installed a thick chain across the easement, thereby blocking access to the property. Harris contacted BB&T's realtor to inform him that she had blocked access. She also sent a second letter to King stating that she had blocked access to the property "by

locked chain" and alleging that Harris was the rightful owner of the property.

On 3 April 2012, BB&T initiated this action by filing a complaint and motion for temporary restraining order ("TRO") and preliminary injunction against Harris. At a hearing held the same day, Harris appeared *pro se*. The trial court granted BB&T's motion and ordered, *inter alia*, that Harris "not record further documents in the chain of title to the [p]roperty without prior permission of the [trial c]ourt," and that she be "restrained and enjoined from directly or indirectly contacting or communicating with prospective or actual purchasers of the [p]roperty or their agents, subcontractors or vendors." The TRO was set to expire in ten days. The trial court encouraged Harris to seek legal advice if she did not understand the terms of the TRO. On 18 April 2012, Harris appeared at a hearing in the trial court and consented to an extension of the TRO until 21 May 2012.

Despite her assent to this extension, Harris drafted a motion which she paid an attorney to file with the Pitt County clerk of court's office on 5 April, seeking to set aside the prior foreclosure of the property by which BB&T had obtained its ownership interest. Harris also drafted and had filed a

proposed order which would have set aside the foreclosure. Harris appeared in the clerk's office after the motion and proposed order were filed and asked whether they had been "signed." The clerk did not sign the proposed order and instead set the matter for hearing on 21 May 2012. Harris appeared at the hearing before the clerk, now arguing that the clerk lacked jurisdiction. However, Harris still sought affirmative relief from the clerk. The clerk determined that she lacked jurisdiction. Harris then filed a notice of appeal from that decision on behalf of BHCO, LLC, while conceding that a limited liability company must be represented by a licensed attorney (which Harris is not).

Later in April 2012, Harris sought out an appraiser who had been hired by the prospective buyer's lender to appraise the property. Harris discussed alleged problems with the property with the appraiser and, in one of two later calls to the appraiser, suggested he withdraw his appraisal (an action which would have prevented the prospective buyer from obtaining a bank loan to purchase the property). When the appraiser declined to comply with Harris's suggestion, she reported him to the North Carolina Appraisal Board.

On 21 May 2012, BB&T moved the trial court to enter an order compelling Harris to show cause why she should not be held in contempt of court for her willful disobedience of the court's orders. The trial court granted the motion the following day.

On 12 November 2012, Harris hired counsel and filed a motion to dismiss the show cause order, contending that the TRO failed to comply with Rule of Civil Procedure 65(d). On 16 November 2012, the court held a bench trial on the show cause order. Harris was represented by counsel, and against her counsel's advice, she testified on her own behalf. At the conclusion of the hearing, the court denied Harris's motion to dismiss the show cause order and found her guilty of two counts of criminal contempt of court. The court sentenced Harris to 30 days in jail, suspended upon her compliance with 24 months of supervised probation, and ordered her to pay a \$500 fine. A written order finding Harris in criminal contempt was entered 7 December 2012.<sup>3</sup>

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<sup>3</sup> We note that, on the date of the hearing, the trial court entered a criminal judgment upon Harris's conviction for criminal contempt. The judgment is designated by a criminal case number (12 CRS 5003) and contains no findings of fact or conclusions of law. The order finding criminal contempt filed 7 December 2012 was designated by the civil case number in the matter (12 CVS 949) and did contain findings of fact and conclusions of law. Harris gave timely notice of appeal from

At the same hearing, the trial court also found that Harris's motion to set aside the foreclosure violated Rule 11 of the North Carolina Rules of Civil Procedure and entered a gatekeeper order in open court. The gatekeeper order was the subject of a subsequent hearing held in January 2013, where the court entered a formal written order preventing Harris from filing any papers with the Pitt County clerk of superior court involving BB&T or the property unless it was accompanied by a Rule 11 certificate from a licensed North Carolina attorney, or, in the alternative, that Harris had obtained leave of the senior resident superior court judge in Pitt County to file the papers. From the judgment entered 16 November 2012 and the criminal contempt and gatekeeper orders entered 7 December 2012 and 14 January 2013, respectively, Harris purports to appeal.

*Grounds for Appellate Review*

"[W]hether an appeal is interlocutory presents a jurisdictional issue, and this Court has an obligation to address the issue *sua sponte*." *Duval v. OM Hospitality, LLC*, 186 N.C. App. 390, 392, 651 S.E.2d 261, 263 (2007) (citation,

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both the judgment and the order. In light of the standard of review for appeals from criminal contempt orders as discussed *infra*, we review the sufficiency of the order entered in 12 CVS 949.

internal quotation marks, and certain brackets omitted). "An interlocutory order is one made during the pendency of an action, which does not dispose of the case, but leaves it for further action by the trial court in order to settle and determine the entire controversy. An interlocutory order is generally not immediately appealable." *Bullard v. Tall House Bldg. Co.*, 196 N.C. App. 627, 637, 676 S.E.2d 96, 103 (2009) (citations and internal quotation marks omitted).

An interlocutory order is subject to immediate appeal only if (1) the order is final as to some but not all of the claims or parties, and the trial court certifies the case for appeal pursuant to Rule 54(b) of the Rules of Civil Procedure, or (2) the trial court's decision deprives the appellant of a substantial right that will be lost absent immediate review.

*Gregory v. Penland*, 179 N.C. App. 505, 509, 634 S.E.2d 625, 628 (2006). "Under either of these two circumstances, it is the appellant's burden to present appropriate grounds for this Court's acceptance of an interlocutory appeal and our Court's responsibility to review those grounds." *Jeffreys v. Raleigh Oaks Joint Venture*, 115 N.C. App. 377, 379, 444 S.E.2d 252, 253 (1994).

The gatekeeper order from which Harris purports to appeal is interlocutory as "further action by the trial court [is

required] in order to settle and determine the entire controversy" between the parties.<sup>4</sup> *Bullard*, 196 N.C. App. at 637, 676 S.E.2d at 103. In violation of Appellate Rule 28(b)(4), Harris's brief fails to include a statement of the grounds for appellate review of the orders from which she purports to appeal. See N.C.R. App. P. 28(b)(4). Her brief fails to even acknowledge the interlocutory nature of the gatekeeper order, much less explain why it is immediately appealable. Harris has thus failed to meet her burden, and accordingly, we dismiss her purported appeal from the gatekeeper order.

The criminal contempt order, however, was final and thus subject to immediate appeal. See N.C. Gen. Stat. § 5A-17 (2011) ("A person found in criminal contempt may appeal in the manner provided for appeals in criminal actions[.]").

#### *Discussion*

In her remaining arguments, Harris contends that the trial court erred in (1) denying her motion to dismiss the show cause order and (2) finding her in criminal contempt. We affirm.

#### *Harris's Appellate Rules Violations*

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<sup>4</sup> In addition to injunctive relief, BB&T sought attorney's fees, costs, and money damages from Harris. Nothing in the record before us indicates that those claims have been resolved.

Before reaching the merits of Harris's arguments on appeal, we note her numerous violations of our North Carolina Rules of Appellate Procedure. In support of her first argument, Harris cites and discusses an unpublished case from this Court, but failed to serve a copy of the unpublished opinion on this Court or on the opposing party as required by Rule 30(e)(3). As noted *supra*, in violation of Rule 28(b)(4), Harris's brief fails to include a statement of the grounds for appellate review of the orders from which she purports to appeal. In violation of Rule 28(b)(5), the statement of facts in Harris's brief contains numerous factual assertions which lack citations to the record on appeal. Indeed, the first citation to the record on appeal does not appear until the third paragraph of Harris's statement of the facts and numerous paragraphs lack any references to the record. In violation of Rule 28(b)(6), her brief fails to include a statement of the appropriate standards of review for her first and second arguments. While these rules violations are neither jurisdictional nor so serious as to frustrate our task on review such that dismissal of Harris's appeal is required, see *Dogwood Dev. & Mgmt. Co. v. White Oak Transp. Co.*, 362 N.C. 191, 197-98, 657 S.E.2d 361, 365 (2008), we admonish

her appellate counsel to carefully review and comply with the rules before filing another brief with this Court.

*I. Denial of Harris's motion to dismiss the show cause order*

Harris first argues that the trial court erred in failing to dismiss the show cause order. Specifically, she contends that the TRO was not specific in its terms so as to violate Rule 65(d) of our Rules of Civil Procedure. We disagree.

Rule 65 provides that

[e]very order granting an injunction and every restraining order shall set forth the reasons for its issuance; shall be specific in terms; shall describe in reasonable detail, and not by reference to the complaint or other document, the act or acts enjoined or restrained; and is binding only upon the parties to the action, their officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice in any manner of the order by personal service or otherwise.

N.C. Gen. Stat. § 1A-1, Rule 65(d) (2011).

The trial court heard arguments on Harris's motion to dismiss on 16 November 2012. Harris asserts that filing the motion to set aside the foreclosure and the proposed order did not violate the TRO's provision that she "not record further documents in the chain of title to the [p]roperty without prior permission of the [trial c]ourt [following notice to BB&T]" and

that contacting the appraiser of the property did not violate the TRO's provision that she be "restrained and enjoined from directly or indirectly contacting or communicating with prospective or actual purchasers of the [p]roperty or their agents, subcontractors or vendors." We are not persuaded.

At the hearing, Harris contended that her motion to set aside the foreclosure and accompanying proposed order<sup>5</sup> were not "documents in the chain of title" because they were filed in the clerk's office rather than with the register of deeds and because the filings only "affected" the chain of title, but were not "in" the chain of title. We find this contention utterly frivolous and without merit. Harris's motion sought to "set aside . . . the [s]ubstitute [t]rustee [d]eed of record to" BB&T and the proposed order "set aside . . . in the entirety . . . [the] [s]ubstitute [t]rustee [d]eed, [n]otice of [f]oreclosure, Pitt County Registry[.]" Thus, had the proposed

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<sup>5</sup> The undisputed evidence at the hearing was that, although a licensed attorney filed the motion and order on Harris's behalf, Harris had prepared both documents and appeared at the clerk's office on the day the motion and proposed order were filed. Harris spent over an hour in the waiting area of the clerk's office and inquired about whether the items her attorney had filed had been signed. It is further undisputed that BB&T had no notice of the proposed order and that no court had given Harris permission to have such an order entered as of the day that document was filed.

order been signed as Harris urged, there most certainly would have been a change "in" the property's chain of title as reflected in the Registry of Deeds.

As to her admitted and repeated contact with the appraiser, Harris argued at the hearing and on appeal that the appraiser was an agent of the lender, not the purchaser, and thus her contact with the appraiser was not prohibited by the TRO. As noted *supra*, the TRO prohibited Harris from "*directly or indirectly* contacting or communicating with prospective or actual purchasers of the [p]roperty or *their agents, subcontractors or vendors.*" (Emphasis added). In her brief, Harris asserts that the appraiser was not an agent, subcontractor, or vendor of the buyer, citing three subparts of federal regulations concerning appraisers and promulgated by the federal Department of Housing and Urban Development. Harris does not explain how these regulations support her assertions and after reviewing them, we see no connection to her assertion. See 24 C.F.R. §§ 200.204, 200.206 (2011).<sup>6</sup> These regulations provide no information about an appraiser's relationship to a person seeking a loan based, in part, on the appraisal.

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<sup>6</sup> We note that Harris's citation to "24 CFR 220.145" appears to be a typographical error as there is no such regulation in the federal code.

The uncontradicted evidence at the hearing was that the appraiser had been hired by the lender to provide an appraisal of the property, without which the prospective buyer could not obtain a loan. The appraiser testified that, after Harris's calls to him, he felt it was his duty to report her communications to the lender which had hired him. The trial court found that the appraiser was thus the prospective buyer's "vendor" as that term was used in the TRO. We agree that, given the necessary role of the appraiser in the prospective buyer's attempt to obtain a loan, the appraiser could be considered a vendor. Moreover, Harris did not dispute that she told the appraiser about "problems" with the property and suggested he withdraw or reduce his appraisal of the property. Harris knew and, indeed, intended that this information be communicated to the lender, which, in turn, was undeniably an agent and/or vendor of the prospective buyer. This type of indirect communication is explicitly prohibited by the TRO.

In sum, the TRO was sufficiently specific in its terms and described in reasonable detail the acts Harris was prohibited from engaging in so as to comply with Rule 65(d). Further, Harris's actions in filing the motion and proposed order in the clerk's office and in contacting the appraiser were covered by

the TRO's prohibitions. Accordingly, Harris's argument is overruled.

*II. Criminal contempt order*

Harris also argues that the trial court erred in finding her in criminal contempt. Again, we disagree.

In contempt proceedings, the trial judge must make findings of fact beyond a reasonable doubt, and enter a written order. On appellate review of a contempt order, the trial judge's findings of fact are conclusive when supported by any competent evidence and are reviewable only for the purpose of passing on their sufficiency.

*State v. Coleman*, 188 N.C. App. 144, 148, 655 S.E.2d 450, 452-53 (2008) (citations, internal quotation marks, and ellipsis omitted). In a bench trial, the trial court must evaluate the credibility of witnesses and determine "the weight to be given their testimony and the reasonable inferences to be drawn therefrom." *Terry's Floor Fashions, Inc. v. Crown Gen. Contr'rs, Inc.*, 184 N.C. App. 1, 10, 645 S.E.2d 810, 816 (2007) (citation and internal quotation marks omitted), *affirmed*, 362 N.C. 669, 669 S.E.2d 321 (2008). Further, "[i]f different inferences may be drawn from the evidence, [the court] determines which inferences shall be drawn and which shall be rejected." *Id.* (citation and internal quotation marks omitted).

Harris contends that portions of findings of fact 7, 8, and 10 are not supported by competent evidence to the extent they state she attempted to have the proposed order entered *ex parte*:

7. After [the attorney Harris paid to file the documents] filed the [m]otion and proposed order, Ms. Harris stayed in the [c]lerk's office for a period of time and on multiple occasions asked the [c]lerk's staff questions such as "Is it ready yet?" [and] "Has it been signed yet?"

8. This [c]ourt finds credible the testimony of Jackie Castle of the [c]lerk's office who testified that Ms. Harris was seeking to have the proposed order signed on April 5 on an *ex parte* basis.

. . .

10. This [c]ourt further finds that Ms. Harris's efforts to have the proposed order she prepared entered on an *ex parte* basis was a further willful and knowing act of contempt.

The transcript of the contempt hearing reveals the following testimony from Jackie Castle, assistant clerk of court in Pitt County, about her interactions with Harris after the motion to set aside and the proposed order had been filed:

[BB&T's counsel]: Briefly describe to the [c]ourt your involvement with the filing of that motion and the proposed order.

[Castle]: The — the order — the motion and order was filed, I believe, during the lunch hour. It was put in our in-box, and then Ms. Harris came in asking and requiring —

inquiring about the motion and the order.  
Had anything been done to it?

. . .

[BB&T's counsel]: Could you specifically tell the [c]ourt what you remember or the kinds of things that you remember Ms. Harris saying while she was waiting in your office?

. . .

[Castle]: And my recollection was that she wanted to know had the order been signed.

[BB&T's counsel]: And about how long ago - I know it was a while ago. About how long did she wait around in the office to - for the order to be signed?

[Castle]: It was quite a while, sir, . . .  
.

[BB&T's counsel]: Would you say -

[Castle]: I can't give you a time frame, but it was quite a while.

[BB&T's counsel]: More than an hour?

[Castle]: Oh, for sure, sir.

Castle's testimony that Harris spent more than an hour in the clerk's office and wanted to know whether the order had been signed is competent evidence which fully supports finding of fact 7.

Harris testified on her own behalf and admitted during cross-examination that she drafted the motion and the proposed

order. She also acknowledged that all the attorney she had hired had done was insert his name in blanks on the documents and file them in the clerk's office. She further explained that she had gone to the clerk's office after the motion and proposed order were filed "to pick up papers to try to do [her attorney] a favor and take them back." The following colloquy then ensued:

[BB&T's counsel]: And the papers you were waiting to pick up was [sic] a signed order, wasn't it?

[Harris]: I did not have that knowledge. I'm not a licensed attorney, and I wasn't sure what was filed, because [my attorney] had not given me the details and the clerk did not talk to me.

[BB&T's counsel]: Wait a minute. You typed the thing that he filed, didn't you?

[Harris]: I was not a party to having filed it. Yes, I typed it.

[BB&T's counsel]: And you took -

[Harris]: I used a form that had been done to set aside that - that was in Pitt County, but I was not a party to any conversation with the clerk and with [my attorney]. It was totally apart from me.

[BB&T's counsel]: But you - you typed both the motion and the proposed order, didn't you?

[Harris]: I typed them, but I am not a licensed attorney. I don't understand *ex parte*. . . .

[BB&T's counsel]: All right. Let's get - you typed these things. You actually leave a blank in the - for the - to fill in the attorney's name, so you - you typed these before you had an attorney, didn't you?

[Harris]: I am not a licensed attorney, sir.

[BB&T's counsel]: Wasn't my question.

[Harris]: What I'm saying is -

THE COURT: Excuse me. Ma'am, he asked you if you typed the - those two - the documents before you retained [your attorney]?

. . .

[Harris]: The actual documents that were submitted, no. The actual draft of the documents, yes.

[BB&T's counsel]: Okay. And when you say the draft, did you - did he put - did you e-mail them to him or something, so he put them on his computer or -

[Harris]: It was on a zip drive.

[BB&T's counsel]: Okay. And so he just filled in the blank with his name once he decided to walk these over to the court?

[Harris]: They were modified.

[BB&T's counsel]: They were modified? Okay. For example, is he the one that put in that his firm's representation would end at - with the filing?

[Harris]: No. That was modifying the draft.

[BB&T's counsel]: Okay. So but you knew, then, he - in your presence, these forms were typed and filled out and signed, so you knew what he was going to file, didn't you?

[Harris]: No, sir. I'm not a licensed attorney. I didn't know the ramifications of *ex parte*.

[BB&T's counsel]: Wasn't what I asked. You knew what was filed, didn't you?

[Harris]: No, sir. I was not there at the filing.

[BB&T's counsel]: Okay. So you went in after you - after he filed it, he came - did he tell you - how did you know it had been filed?

[Harris]: The employment contract with [my attorney] had two parameters because I didn't understand *ex parte*, and he didn't fulfill that contract. But as I said, I was not under the understanding of what it was, whether I didn't know it was in a chain of title.

. . .

[BB&T's counsel]: What were you waiting for [in the clerk's office]?

[Harris]: The clerk was in her office with the door closed. I thought she was signing something. I didn't have the knowledge of exactly what she was signing because I did not file it.

[BB&T's counsel]: So whatever the clerk signed, you were going to then take back to [your attorney] as a courtesy to him?

[Harris]: I was just the messenger, taking it back to his office. That's all.

[BB&T's counsel]: So you were expecting something to get signed that day, weren't you?

[Harris]: That was the typical way of handling things. I was not aware of the procedures.

[BB&T's counsel]: Okay. And what you were looking to be signed was something that was in connection with this [foreclosure] case, wasn't it?

[Harris]: It was what [my attorney] filed.

[BB&T's counsel]: Are you familiar with [the foreclosure case]?

[Harris]: Yes.

[BB&T's counsel]: Okay. And so you were familiar - you knew that he'd filed something in connection with [the foreclosure], didn't you?

[Harris]: Yes.

[BB&T's counsel]: Okay. And you knew that the clerk was going to - you were expecting the clerk was going to sign something in that file, didn't you?

[Harris]: I am not a licensed attorney. I wasn't sure of the procedure because I've never been in that experience.

[BB&T's counsel]: Okay. But you were waiting for something to be signed. Is that correct?

[Harris]: I was waiting for something to be signed, and I was the messenger to take it back.

[BB&T's counsel]: Okay. And is it correct, then, as Ms. Castle said, that while you were waiting, you asked members of the clerk's staff - Is it done yet? Is it signed yet? You did ask that, didn't you?

[Harris]: I asked was it ready, I think the - the specific. Because I wasn't sure what had been signed, but I was taking it back to [my attorney].

[BB&T's counsel]: Okay. Having drafted both the motion and the order, you were aware that what [your attorney] was asking the [c]ourt to do was to overturn the foreclosure, didn't you?

[Harris]: I had understood that it had been done before in Pitt County, but I wasn't sure what it meant, legality, because I'm not a licensed attorney.

[BB&T's counsel]: So when you typed, for example, that the substitute trustee's deed be set aside in the entirety, are you saying when you typed that, you didn't understand what it meant?

[Harris]: I did not understand the legal procedure. I'm not a licensed attorney.

THE COURT: Where did you get the words from?

[Harris]: There was a similar case in Pitt County. *I pulled a file, and I followed it*

*because it was setting aside an entire foreclosure.*

(Emphasis added). In sum, despite her attempts at obfuscation, Harris admitted that she (1) found an example of a motion and/or order to set aside an entire foreclosure in "a similar case in Pitt County," (2) selected it as appropriate for her purpose, (3) drafted her own motion and proposed order based upon the example, (4) paid an attorney solely to type his name on the documents and file them in the clerk's office, (5) understood that her attorney had filed something in connection with the foreclosure, (6) went to the clerk's office to pick something up that would be "signed," and (7) understood that "the typical way of handling things" was for the clerk to sign something. That Harris claimed to be unfamiliar with the meaning of *ex parte* is irrelevant because the TRO did not use that term. Rather, the TRO ordered that Harris receive "permission" from the trial court following "notice" to BB&T before filing anything in the chain of title to the property. Harris clearly understood the meaning of the term "notice" as used in a legal context. Appearing *pro se* at an April 2012 hearing on the TRO, Harris noted that she had filed a motion for a continuance based on an alleged lack of proper notice of the hearing. Nothing in the motion or proposed order that Harris drafted provided notice to

BB&T, and Harris did not ask her attorney to give BB&T notice of the filing. The testimony quoted above from Harris and Castle was competent evidence and fully supported the trial court's findings that Harris sought to have an order signed which would set aside the foreclosure without providing notice to BB&T. Accordingly, this argument is overruled, and the criminal contempt order is affirmed.

DISMISSED IN PART; AFFIRMED IN PART.

Judges CALABRIA and ELMORE concur.

Report per Rule 30(e).