

**IN THE SUPERIOR COURT OF ELBERT COUNTY
STATE OF GEORGIA**

STATE OF GEORGIA

VS.

CHARLES LOUIS ECKARTZ, III

CRIMINAL ACTION NO.: 17-ER-38-P

MOTION TO MODIFY PROBATION SENTENCE

COMES NOW, Charles Eckartz, III, by and through undersigned counsel, and moves this Court to modify its probation sentence, showing as follows:

1.

Charles Eckartz is a 63-year-old disabled veteran whose sole source of income is disability benefits from the federal Social Security Administration and the United States Department of Veterans' Affairs. As discussed below, his total monthly income is \$965.89.

2.

On or around June 7, 2017, Mr. Eckartz entered a negotiated plea of guilty to one count of manufacturing marijuana in violation of O.C.G.A. § 16-16-30(b).

3.

Having no criminal history, Mr. Eckartz entered this guilty plea pursuant to the First Offender Act, O.C.G.A. § 42-8-60, and was sentenced to 5 years of probation.

4.

Per the conditions of Mr. Eckartz's 5-year probation sentence, he was ordered to pay the following: a \$5,000 fine; a crime victim assistance fee of \$250; a jail fee of \$500; a "POPIDE-A FUND" fee of \$50; a "POPIDE-B FUND" fee of \$500; a crime lab fee of \$50; a surcharge of \$2,500; and an undefined court cost of \$3. In total, Mr. Eckartz was ordered to pay \$8,853 in court costs and fines. (Ex. A.)

5.

In addition to the \$8,853 in court costs and fines, Mr. Eckartz was ordered to pay a probation fee of \$23 and a victim compensation fee of \$9, each per month, for 5 years. (Ex. A.)

6.

Per the conditions of Mr. Eckartz's 5-year probation sentence, he was also ordered to submit to drug screens and ordered not to "possess or have in his [] control any Firearms, Alcoholic Beverages or Controlled Substances nor occupy any residence or vehicle where such is present." (Ex. B.)

7.

At the time of Mr. Eckartz's sentencing, his sole source of income was disability benefits from the federal Social Security Administration and the United States Department of Veterans' Affairs. (See Ex. B.)

8.

At present, Mr. Eckartz's sole source of income is still disability benefits from the federal Social Security Administration and the United States Department of Veterans' Affairs, in the amounts of \$504.38 and \$461.51, respectively, per month. (Ex. C.) His total monthly income, then, is \$965.89.

9.

As the head of household, Mr. Eckartz supports himself and his wife on \$965.89 per month.

10.

At the time of sentencing, Mr. Eckartz and his wife resided in Dewy Rose, Georgia. However, the costs of the underlying criminal case, including the pretrial costs of cash bail and

the fines and fees imposed on probation, made it impossible for Mr. Eckartz and his wife to remain in their Elbert County home.

11.

Mr. Eckartz and his wife currently reside in Chipley, Florida, where they are leasing to own a home for \$1,000 per month. (Ex. C.)

12.

Presently, Mr. Eckartz and his wife are in arrears and have received an eviction notice for nonpayment of \$1,225. (Ex. C.) This is their 8th eviction notice since moving into their Chipley home in September 2017. (Ex. C.)

13.

In addition to Mr. Eckartz's monthly lease payments, his other financial obligations include maintenance of his generator, which is his home's only source of electricity; a water bill of approximately \$18 a month; and other basic living expenses. (Ex. C.)

14.

Under Georgia law, at or after sentencing, a court must waive, reduce, or convert probation fines, surcharges, and/or fees upon a finding that "a defendant has a significant financial hardship or inability to pay or . . . other extenuating factors which prohibit payment or collection." O.C.G.A. § 42-8-34(e)(3)(B).

15.

A "significant financial hardship" means there is a "reasonable probability that an individual will be unable to satisfy his or her financial obligations for two or more consecutive months." O.C.G.A. § 42-8-34(e)(3)(A)(iii).

16.

An individual is presumed to have a significant financial hardship in the payment of probation fines and fees if he or she is indigent. O.C.G.A. § 42-8-34(e)(3)(C)(iii).

17.

An individual is deemed indigent, for purposes of probation fines and fees, if he or she “earns less than 100 percent of the federal poverty guidelines.” O.C.G.A. § 42-8-34(e)(3)(A)(ii).

18.

Mr. Eckartz is indigent, as his monthly income of \$965.89 is less than 100% of the federal poverty guidelines¹ for a family of two. (*See also* Ex. D.)

19.

Because of his indigency and given the difficulties of managing his basic costs of living, Mr. Eckartz is unable to satisfy the financial obligations of his 5-year probation sentence without undue hardship.

20.

Mr. Eckartz’s inability to pay the fines, court costs, and probation fees will lead to a failure to comply with the conditions of his probation. This, in turn, could lead to a revocation of probation, loss of his First Offender status resulting in a criminal record, and, possibly, incarceration. Such severe consequences would solely be a result of his indigence, as Mr. Eckartz has otherwise been compliant with the non-financial conditions of his probation order.

¹ Annual Update of the HHS Poverty Guidelines, 83 Fed. Reg. 2642 (Jan. 18, 2018), *available at* <https://www.gpo.gov/fdsys/pkg/FR-2018-01-18/html/2018-00814.htm> (representing that 100% of the federal poverty guidelines for a family of two is \$1372 per month).

21.

Furthermore, Mr. Eckartz's inability to pay the fines, court costs, and probation fees presents a barrier to any potential eligibility for early termination of probation. *See* O.C.G.A. § 17-10-1(a)(1)(B) (granting the Department of Community Supervision the authority to seek early termination of probation when a defendant "has been compliant with the general and special conditions of probation imposed, and has paid all restitution owed").

22.

As a result of the injuries sustained during his service in the Air Force, namely a broken back and thigh, Mr. Eckartz has been prescribed numerous medications. These prescription medications cause adverse side effects. Mr. Eckartz wishes to legally pursue other available treatment options in his current state of residence, Florida, including but not limited to, low THC oil or medical marijuana.

23.

Rather than setting himself up to fail on probation, Mr. Eckartz respectfully requests that this Court waive the remaining balance of his \$5,000 fine and all accompanying probation fees and court costs of \$3,853.

24.

Additionally, Mr. Eckartz requests that this Court modify the general special conditions of probation, namely conditions (8) and (11), prohibiting those substances deemed illegal in the State of Georgia and controlled substances more broadly. Mr. Eckartz respectfully suggests that the Court change condition (8) to prohibit only those substances deemed illegal in his state of residence, rather than the State of Georgia. Similarly, Mr. Eckartz suggests that the Court eliminate the categorical prohibition of controlled substances in condition (11) and instead

clarify that he may only possess those controlled substances obtained pursuant to a valid medical prescription.

Wherefore, Charles Eckartz, III prays that the Court modify its probation sentence entered on June 7, 2017 by adopting the attached proposed Order Modifying Probation Sentence, or, alternatively, schedule an evidentiary hearing on the matter.

This 30th day of October, 2018.



Kosha S. Tucker
Attorney for Charles Eckartz, III
Bar No. 214335

American Civil Liberties Union Foundation of Georgia, Inc.
P.O. Box 77208
Atlanta, GA 30357
678-271-0073

CERTIFICATE OF SERVICE

I certify that I have this date served a copy of the within and foregoing motion and proposed order on the District Attorney's Office of the Northern Judicial Circuit by certified and electronic mail delivery to Denise Bird at P.O. Box 247, Elberton, GA 30635 and dbird@pacga.org; and on the Elberton Department of Community Supervision by certified and electronic mail delivery to Lakhesia Eberhardt at P.O. Box 725, Elberton, GA 30635 and lakhesia.eberhardt@dcs.ga.gov.

This 30th day of October, 2018.



Kosha S. Tucker
Attorney for Charles Eckartz, III
Bar No. 214335

American Civil Liberties Union Foundation of Georgia, Inc.
P.O. Box 77208
Atlanta, GA 30357
678-271-0073

**IN THE SUPERIOR COURT OF ELBERT COUNTY
STATE OF GEORGIA**

STATE OF GEORGIA

VS.

CHARLES LOUIS ECKARTZ, III

CRIMINAL ACTION NO.: 17-ER-38-P

ORDER MODIFYING PROBATION SENTENCE

On or around June 7, 2017, the Defendant, Charles Eckartz, III, pleaded guilty to the above-styled case, was sentenced to 5 years of probation, and ordered to, *inter alia*, pay a \$5,000 fine plus \$3,853 in court costs, and \$32 in monthly probation fees. The Defendant has requested that the Court waive all fines and fees stemming from his guilty plea and modify the general special conditions of probation to allow for the use of legally prescribed medications, including controlled substances.

Pursuant to O.C.G.A. § 42-8-34, the Defendant is indigent and unable to pay the court-ordered probation fine, fees, and court costs.

The Defendant is a resident of Florida, and pursuant to Florida law, low THC cannabis and medical marijuana are controlled substances that a qualified physician may legally prescribe for qualified patient conditions. FLA. STAT. § 381.986 (2018).

Accordingly, **IT IS HEREBY ORDERED AND ADJUDGED** that the probation conditions in the above-styled case be modified as follows:

- 1) The \$5,000 fine, accompanying court costs and fees of \$3,853, and the monthly supervision and victim compensation fees are **WAIVED**.
- 2) The language in general special condition number (8), which currently requires the Defendant to “produce specimen of any bodily substance for analysis for the presence of substance prohibited by any law of the *State of*

Georgia or the United States” shall be modified to require the Defendant to
“produce specimen of any bodily substance for analysis for the presence of
substance prohibited by any law of the *probationer’s state of residence*.”

- 3) The language in general special condition (11), which currently reads as the Defendant “shall not possess or have in his/her control any Firearms, Alcoholic Beverages or Controlled Substances nor occupy any residence or vehicle where such is present” shall be modified to include “unless legally prescribed to the probationer by a qualifying physician.”

SO ORDERED this ____ day of _____, 2018.

Judge R. Chris Phelps
Superior Court of Elbert County, Georgia
Northern Judicial Circuit

Order Prepared by:
Kosha S. Tucker
Attorney for Charles Eckartz, III

EXHIBIT A

FIREARMS – If you are convicted of a crime punishable by imprisonment for a term exceeding one year, or of a misdemeanor crime of domestic violence where you are or were a spouse, intimate partner, parent, or guardian of the victim, or are or were involved in another similar relationship with the victim, it is unlawful for you to possess or purchase a firearm including a rifle, pistol, or revolver, or ammunition, pursuant to federal law under 18 U.S.C. § 922(g)(9) and/or applicable state law.

Acknowledgment: I have read the terms of this sentence or had them read and explained to me. If all or any part of this sentence is probated I certify that I understand the meaning of the order of probation and the conditions of probation. I understand that violation of a special condition of probation could result in revocation of all time remaining on the period of probation.

FILED & RECORDED
2017 JUN 16 PM 12:54
LEWIS & CLARK
CLERK
CLERK OF COURT

12-11-17

Quaterly M

Charles L. Eckhartz, III
Defendant, CHARLES L. ECKHARTZ, III

Charles L. Eckhartz, III

ADDENDUM TO SENTENCE SHEET REFLECTING SURCHARGES, ADD-ONS, AND FEES REQUIRED BY LAW

	COUNT 1	COUNT 2	COUNT 3	COUNT 4	COUNT 5	COUNT 6
COURT COST						
FINE	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POPD-A FUND (10% TO MAX)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POPD-B FUND (10%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JAIL FEE (10%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DUI SURCHARGE (10%/\$25 MAX)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DATE SURCHARGE (50%)	2500.00	\$0.00	\$0.00		\$0.00	
CRIME VICTIM ASSISTANCE (5%)	\$0.00	250.00	\$0.00	\$0.00	\$0.00	
LAW LIBRARY	\$3.00		\$0.00	\$0.00	\$0.00	\$0.00
BSIT FUND (10%) DUIS ONLY		\$0.00	\$0.00		\$0.00	
DETF (5% Thru 05/01/2013) (1.0% 05/01/13 Forward)		\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL COURT COSTS AND FINES	\$3.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00
PLUS CRIME LAB FEE	\$50.00					
TOTAL TO CLERK OF COURT	\$53.00					

and a PROBATION FEE of \$23.00 and \$9.00 G.C.V.E.F. per month.

EXHIBIT B

DATE 6/7/17 NAME Charles Louis Eckhardt (Skip) SSN 004-58-4801
DOB 2/26/55 RACE/SEX W/m HGT 5'10 WGT 185 EYES Blue HAIR Gray
ADDRESS 1630 Triple T Drive, Dewy Rose, GA 30631 TELEPHONE 706-567-2037
BIRTH STATE Mass. GRADE COMPLETED 12th MARRIED Yes DEPENDANTS 0
EMPLOYER Retired SS TELEPHONE _____

The defendant, having been granted the privilege of serving all or part of the above-stated sentence on probation hereby is sentenced to the following general conditions of probation.

Chepeke

GENERAL CONDITIONS OF PROBATION

- 1) Do not violate the criminal laws of any governmental unit.
- 2) Avoid injurious and vicious habits--especially alcoholic intoxication and narcotics and other dangerous drugs unless prescribed lawfully.
- 3) Avoid persons or places of disreputable or harmful character.
- 4) Report to the Probation Officer as directed and permit such Officer to visit him (her) at home or elsewhere.
- 5) Work faithfully at suitable employment insofar as may be possible. *Retired*
- 6) Do not change his (her) present place of abode, move outside the jurisdiction of the Court, or leave the State for any period of time without prior permission of the Probation Supervisor.
- 7) Support his (her) legal dependants to the best of his (her) ability.

GENERAL SPECIAL CONDITIONS

- 8) Probationer shall from time to time, upon oral or written request by the Probation Officer or any law enforcement officer, produce specimen of any bodily substance for analysis for the presence of substance prohibited by any law of the State of Georgia or the United States.
- 9) Probationer shall submit to a search of his/her person, houses, papers, and /or effects as these terms of the Fourth Amendment to the United States Constitution applies as defined by the Courts, any time of the day or night with or without a search warrant whenever requested to do so by a Probation Officer or any law enforcement officer and specifically consents to the use of anything seized as evidence in any judicial proceedings or trial.
- 10) An arrest, for any reason, shall be reported within forty-eight (48) hours to the Probation Officer.
- 11) Probationer shall not possess or have in his/her control any Firearms, Alcoholic Beverages or Controlled Substances nor occupy any residence or vehicle where such is present.
- 12) Avoid any contact personal, by telephone or otherwise with the person, (residence), (business), (work site) of _____
- 13) Supervision is to be transferred to the County of residence.
- 14) Submit to evaluations and testing relating to rehabilitation and participate in and successfully complete rehabilitative programming as directed by the department.

You are to report to the Elberton Probation Office at 233 N. Oliver St. Elberton, Ga 30635
on the 14th of June, 20 17 at 9:00 AM/PM.

Failure to report could result in a warrant being issued for your arrest.

Your signature below indicates that you have read or had someone read the above conditions.

Charles Eckhardt
PROBATIONER/DATE

S. Lunsford
PROBATION PERSONNEL

ELBERTON OFFICE: 706-213-2032
DANIELSVILLE OFFICE: 706-795-3845

HARTWELL OFFICE: 706-856-2711
CARNESVILLE OFFICE: 706-384-4343
LEXINGTON OFFICE: 706-743-3412

EXHIBIT C

**IN THE SUPERIOR COURT OF ELBERT COUNTY
STATE OF GEORGIA**

STATE OF GEORGIA)	
)	CRIMINAL ACTION NO.: 17-ER-38-P
VS.)	
)	
CHARLES LOUIS ECKARTZ, III)	

AFFIDAVIT OF CHARLES LOUIS ECKARTZ, III

Before the undersigned attesting officer duly authorized to administer oaths came
CHARLES ECKARTZ, III who deposes and states as follows:

1. I am a 63-year-old man.
2. I am married to Virginia Lee Eckartz, and we reside in Chipley, Florida.
3. I am a veteran, having served my country in the United States Air Force.
4. In service, I suffered a broken back and thigh, leaving me disabled and unable to work full-time.
5. I receive disability benefits from the federal Social Security Administration and the United States Department of Veterans' Affairs. I have received benefits from the Social Security Administration since 2013 and from Veterans' Affairs since 2015.
6. My wife and I were arrested on or around August 19, 2016 on charges of manufacturing marijuana. We had to pay \$4,000 total to a bonding company to secure our release from jail. In order to afford the bond, my wife used her meager inheritance to cover the bonding company's \$4,000 fee.
7. I do not have any prior criminal history, so I pleaded guilty on or around June 7, 2017 to one count of manufacturing marijuana under the First Offender Act.
8. All charges against my wife were dismissed.
9. I was sentenced to 5 years of probation.

10. As a part of my probation sentence, I was ordered to pay a \$5,000 fine plus \$3,853 in court costs and fees. I was also ordered to pay a monthly probation fee of \$23 and a monthly crime victim compensation fee of \$9.
11. I was ordered to comply with non-financial conditions, too. These non-financial conditions are called general conditions and general special conditions of probation. Two of the general special conditions prohibit me from using or possessing controlled substances.
12. Because of the injuries I sustained in the Air Force, I require pain management and treatment. I have been prescribed numerous medications in the past and suffered adverse side effects from those particular prescriptions. I need to pursue all available treatment options, including controlled substances like low THC cannabis or medical marijuana, which may be legally prescribed in my state of residence.
13. At the time of my sentencing, I was residing in Dewy Rose, GA with my wife.
14. After paying the costs of our bond and anticipating the burdens of the \$8,853 in probation fines and fees, my wife and I had to move out of our Dewy Rose home because we could no longer afford it. We moved in with my daughter in Florida.
15. My wife and I did not want to impose for too long on my daughter, so we looked for a home we could afford in Chipley, Florida. We found a modest home that we are now leasing to own for \$1,000 per month. (Ex. 1.)
16. I only get \$965.89 in disability benefits, and I am the sole breadwinner of the household. (Ex. 2.) My wife and I cannot afford our monthly lease payments, but we pay what we can, when we can. We just got our 8th eviction notice because we are behind \$1,225 in monthly lease payments. (Ex. 3.)

17. Our home is currently only powered by a generator. We do not have any other source of electricity, so we do not have an electric bill.

18. We do have a water bill of \$18 monthly. (Ex. 4.)

19. At present, I have \$13 in Eglin Federal Credit Union and -\$459 with Community South Credit Union. (Ex. 5.)

20. I cannot afford the over \$8,000 I owe in probation fines and fees.

I declare under penalty of perjury that the foregoing is true and correct.

Charles Eckartz

Name (Printed)

10-18-2018

Date

Charles Eckartz
Signature

Sworn to and subscribed before me
this 18 day of OCTOBER, 2018.

Ronald D. Davis

NOTARY PUBLIC

STATE OF ~~GEORGIA~~ FLORIDA

Commission expires:



RONALD D. DAVIS
MY COMMISSION # FF 904853
EXPIRES: November 28, 2019
Bonded Thru Budget Notary Services

EXHIBIT 1

AGREEMENT FOR DEED

ARTICLES OF AGREEMENT, made this day of 29, of September, 2017, wherever used herein, the term "Lessor" shall include the heirs, personal representatives and/or successors of Lessor parties hereto; the use of any gender shall include all genders.

BETWEEN AMANDA C. BRACKIN, whose address is 840 Plantation Drive, Panama City, FL, 32404, Lessor, and CHARLES ECKARTZ AND VIRGINIA ECKARTZ, whose address is 912 Juniper Ave, Niceville, Florida, 32578, Lessee.

WITNESSETH

That if said Lessee shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said Lessor hereby covenants and agrees to convey and assure to the said Lessee, in fee simple, clear of all encumbrances whatever, by a good and sufficient deed, the lot, piece/parcel of ground situated in County of Washington, State of Florida, described as follows, to-wit:

Parcel #: 00000000-00-1022-0000

Address: 1051 HWY 90, CHIPLEY, FLORIDA, 32428 (DISTRICT 1)

Legal Description: 3 4 13 2 ORB 637 P 470 BG. 281'E. OF 1/2 SEC LINE ON S. SIDE OF HWY, RUN NE 256', S. 350', SW 256', N. 350', TO BEG, IN SW1/4 OF NE1/4, LESS LOT DESC. IN ORB 203 P 765, CASE NO. 67-10-CA-352 IN ORB 876 P 225.

Lessee hereby covenants and agrees to pay to the said Lessor Five Hundred Dollars (\$500.00) in the manner of an upfront option payment. Then, Lessee hereby covenants and agrees to pay to the said Lessor monthly in the amount of One Thousand Dollars (\$1,000.00) in the manner of monthly payments commencing on 1 ~~October~~ ^{September} 2017 for a period of Forty Eight (48) calendar months at an interest rate of 9.99%. There is NO penalty for early pay-off.

In case of failure of the said, Lessee to make either of the payments or any part thereof, or to perform any of the covenants on his part hereby made and entered into, this contract shall, at the option of the Lessor, be forfeited and terminated, and the Lessee shall forfeit all payments made on this contract; and such payments shall be retained by Lessor in full satisfaction and liquidation of all damages by him sustained, and said Lessor shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefore, and at the option of Lessor, the unpaid balance shall become due and payable, and all costs and expenses of collection of said moneys by, shall be paid by the Lessee.

If Lessee fails to make a payment within 10 days of its due date (1st of every calendar month), Lessee agrees to pay a \$75 Dollar Late Fee. If Lessee fails to make a payment within 15 days of its due date, Lessee agrees to pay an additional \$150 Dollar Late Fee. If Lessee fails to make payment within 30 days, Lessee agrees to surrender the property immediately. Lessee agrees that Lessor shall have the right to enter Lessee's property for the purpose of taking possession of the property. After the 30th day late of lease due, Lessee agrees to vacate premises within 24 hours and any/all belongings left in the residence will be the property of Lessor. Monthly payments must be made in full as no partial payments are accepted. Late fee's must be paid in full prior to accepting the required monthly payments, as late fee's may not be compounded into future months.

Lessee shall be responsible for all utilities and the establishment of said utilities. Lessee must adhere to all city ordinances, laws, code enforcement regulations, policies and held accountable for any violations and fees associated with the County of Washington, State of Florida and associated/other departments or agencies. Lessee agrees and is responsible for the property taxes. Property is sold in the "as-is" condition.

Insurance coverage shall name the Lessor as a named insured and the Lessee shall provide a declaration page confirming sufficient coverage. When Insurance coverage is obtained, it shall include liability coverage. Lessee shall indemnify & hold harmless Lessor against any and all claims, damages or actions arising from Lessee's possession or use of the property.

Lessee covenants and agrees to maintain the property in good and reasonable condition, at his expense, during the term of this Agreement. Further, Lessor hereby discloses to the Lessee that they acquired title to the subject property via Washington County, Fl. Title insurance, depending on the time elapsed and could require quiet title action. In such case, the Lessor shall designate the attorney to bring the action and pay 1/20 of the costs of such action, including 1/20 of all legal fees and the Lessee shall pay the remaining 19/20 of such costs and fees.

IT IS MUTUALLY AGREED, by and between the parties hereto, the timeliness of payment on property shall be an essential part of this contract, that all covenants and agreements herein shall extend to and be obligatory upon the administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written. In witness to their agreement to the terms of this contract, the parties affix their signatures below:

Amanda C. Brackin
Contract: PRINT AMANDA C. BRACKIN

Charles Eckartz
Contract: PRINT CHARLES ECKARTZ

Virginia Eckartz
Contract: PRINT (VIRGINIA ECKARTZ)

Teresa Childers
Witness: PRINT Teresa Childers

Johnna Lockamy
Witness: PRINT Johnna Lockamy

STATE OF FLORIDA, COUNTY OF BAY

The forgoing instrument was acknowledged before me on this 29 day of September, 2017 by Amanda C. Brackin & Charles Eckartz Virginia Eckartz, who is personally known to me or who produced the following as identification Florida, Divers License, who acknowledged to & before me that he executed the same freely & voluntarily for the purpose therein expressed under authority duty in him.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

NOTARY SEAL

Teresa M. Childers

NOTARY PUBLIC - STATE OF FLORIDA



Teresa M. Childers
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF899530
Expires 7/13/2019

Date: 9-29-17

EXHIBIT 2

← **2360 SENIOR ACCOUNT

Available

\$106.45

Balance

\$106.45

Oct 3, 2018



Deposit-ACH-SOC SEC SSA
TREAS 310 (XXSOC SEC) \$504.38

Sep 30, 2018

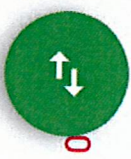


Dividend Through date:
30SEP2018 \$0.00

Sep 27, 2018



Withdrawal @ DOLLAR
GENERAL # CHIPLEY US T...





10/1/2018	POS Withdrawal	(\$15.00)
10/1/2018	POS Withdrawal	(\$56.17)
10/1/2018	POS Withdrawal	(\$21.72)
10/1/2018	POS Withdrawal	(\$18.23)
9/30/2018	Monthly Service Fee	(\$5.00)
9/30/2018	POS Withdrawal	(\$16.00)
9/29/2018	ACH Credit	+\$466.15
9111036002 VACP TREAS 310 XXVA BENEF		
BALANCE		\$461.51

Comma Separated (CSV)

Downloads

**CARFAX Discount for EFCU Members!**

CARFAX

LEARN MORE



EXHIBIT 3

**Three-day Notice to Tenant
Demand for Payment or Possession**
Florida Statutes 83.56

Date: 10/2/18

Time 1:50

Washington

COUNTY, FLORIDA

TO: Skip + Virginia Eckartz + any unknown tenants

You are hereby notified that you are indebted to me in the sum of \$1225 for the rent and use of the premises located at 1051 NW 490 Chipley, FL (address of leased premises, including county and state), now occupied by you. I demand payment of the rent in full or possession of the premises within three (3) days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the following date (month/day/year) _____.

Landlords Name: Amanda C Brackin

Address: 840 Plantation Dr, Panama City 32400

Phone Number: 850-867-7043

I hereby certify that a copy of the following Notice was served upon the above named tenant(s) at the above address on the following date:

(month/day/year) 10/2/18 by the following means:

- ☐ Certified Mail Return Receipt Requested
- ☐ Hand delivered to tenant
- ☒ Leaving a copy at the premises

Amanda C Brackin
Signature

EXHIBIT 4



CITY OF CHIPLEY

CITY OF CHIPLEY
POST OFFICE BOX 1007
CHIPLEY FL 32428-7007

FOR BILLING INFORMATION
CALL: (850)638-6350

Account #	Bill Date	TOTAL UTILITIES
16132	09/28/18	\$ 16.18
Type	Due Date	BILL+PARK+FLAG
CYCLE A	10/15/18	\$ 18.18
PayID	Bill No	
CG4A	1885	**BANK DRAFT**

|||||
ECKARTZ, CHARLES
1051 HIGHWAY 90
CHIPLEY FL 32428-2165

Your Bank Account will be charged on 10/15/18

ATTACH AND RETURN STUB WITH REMITTANCE

00000161323 0000016188

ECKARTZ, CHARLES

CYCLE A

BANK DRAFT

CG4A

07139001

Account #		Service Address		Billing Period		Bill Date	Due Date		TOTAL DUE	
16132		1051 Highway 90		08/21/18 to 09/20/18		09/28/2018	10/15/2018		\$ 16.18	
Service Code & Description		Previous Date	Previous Reading	Current Date	Current Reading	Mult	Usage	Year Ago	Charge	
A WATER		08/21	4930	09/20	5980		GALLONS 1050	0	34.11	
								LAST PAYMENT 09/13/18		16.18

CURRENT CHARGES 16.18
TOTAL UTILITY BILL 16.18
PARK CONTRIBUTION 1.00
FLAG CONTRIBUTION 1.00
TOTAL BILL+PARK+FLAG 18.18

Your Bank Account will be charged on 10/15/18

CITY OF CHIPLEY / CITY OF CHIPLEY / POST OFFICE BOX 1007 Chipley, FL 32428-7007

(850) 638-6350

CITY ACCEPTS THE FOLLOWING FORMS OF PAYMENT: CASH, CHECK, MONEY ORDER, VISA, MASTERCARD, CREDIT CARD, AND ELECTRONIC CHECK. PLEASE MAKE CHECKS PAYABLE TO: CITY OF CHIPLEY. OFFICE HOURS: MONDAY-FRIDAY FROM 8:00 A.M. TO 4:00 P.M. A NIGHT DEPOSIT BOX IS AVAILABLE - CHECKS/MONEY ORDERS ONLY (NO CASH). YOU MAY CONTACT CITY HALL AT (850) 638-6350 TO MAKE A PAYMENT BY PHONE OR YOU MAY UTILIZE THE ONLINE PAYMENT SYSTEM AT WWW.CITYOFCHIPLEY.COM AND CLICK ON "ONLINE PAYMENTS". PAYMENTS MUST BE RECEIVED BY 4:00 P.M. ON OCTOBER 15, 2018 OR A 10% PENALTY WILL BE ADDED. SERVICE DISCONNECTIONS FOR NON-PAYMENT WILL BEGIN ON OCTOBER 23, 2018. THIS BILL INCLUDES A VOLUNTARY PARK CONTRIBUTION TO BE USED FOR CAPITAL IMPROVEMENTS TO THE CITY PARKS. THE BILL ALSO INCLUDES A VOLUNTARY FLAG CONTRIBUTION TO BE USED TO PURCHASE THE 50' FLAGS FOR THE WELCOME TO CHIPLEY FLAGPOLE BY THE INTERSTATE.

IF YOU EXPERIENCE A SEWER BACKUP, PLEASE CONTACT THE CITY OF CHIPLEY AT 638-6346 BEFORE YOU CALL A PLUMBER. AFTER 5 P.M. PLEASE CONTACT THE SHERIFF'S DEPT. AT 638-6111. IF YOU FAIL TO REPORT IT TO THE CITY, THE CHARGES FROM THE PLUMBER WILL BE AT YOUR OWN EXPENSE.

CALL BEFORE YOU DIG

EXHIBIT 5

← **2360 SENIOR ACCOUNT

Available

\$0.00

Balance

-\$459.80

Oct 12, 2018

✓ Withdrawal S/D
OVERDRAFT FEE, 25.00
-\$25.00

✓ Withdrawal @ PIGLY
WIGLY 748 GENEVA US ...
-\$41.64

Oct 9, 2018

✓ Withdrawal S/D
OVERDRAFT FEE, 25.00
-\$25.00

✓ Deposit Overdraft transfer
from ****60-S0
14





Click an account below to see details and

transaction history.

Checking & Savings

585591-S1 Regular Share

Balance	\$5.00
Available	\$0.00
Dividend	\$0.00

585591-S15 Basic Checking

Balance	\$13.01
Available	\$13.01
Dividend	\$0.00



CARFAX Discount for EFCU Members!

CARFAX

LEARN MORE



EXHIBIT D

2018 FEDERAL POVERTY GUIDELINES (FPG) **ANNUAL & MONTHLY INCOME LEVELS** **FROM 100% to 250%**

FAMILY SIZE	FPG (100%)		125% of FPG		150% of FPG		175% of FPG		185% of FPG		200% of FPG		235% of FPG		250% of FPG	
	YEAR	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR	MONTH
1	\$12,140	\$1,012	\$15,175	\$1,265	\$18,210	\$1,518	\$21,245	\$1,770	\$22,459	\$1,872	\$24,280	\$2,023	\$28,529	\$2,377	\$30,350	\$2,529
2	\$16,460	\$1,372	\$20,575	\$1,715	\$24,690	\$2,058	\$28,805	\$2,400	\$30,451	\$2,538	\$32,920	\$2,743	\$38,681	\$3,223	\$41,150	\$3,429
3	\$20,780	\$1,732	\$25,975	\$2,165	\$31,170	\$2,598	\$36,365	\$3,030	\$38,443	\$3,204	\$41,560	\$3,463	\$48,833	\$4,069	\$51,950	\$4,329
4	\$25,100	\$2,092	\$31,375	\$2,615	\$37,650	\$3,138	\$43,925	\$3,660	\$46,435	\$3,870	\$50,200	\$4,183	\$58,985	\$4,915	\$62,750	\$5,229
5	\$29,420	\$2,452	\$36,775	\$3,065	\$44,130	\$3,678	\$51,485	\$4,290	\$54,427	\$4,536	\$58,840	\$4,903	\$69,137	\$5,761	\$73,550	\$6,129
6	\$33,740	\$2,812	\$42,175	\$3,515	\$50,610	\$4,218	\$59,045	\$4,920	\$62,419	\$5,202	\$67,480	\$5,623	\$79,289	\$6,607	\$84,350	\$7,029
7	\$38,060	\$3,172	\$47,575	\$3,965	\$57,090	\$4,758	\$66,605	\$5,550	\$70,411	\$5,868	\$76,120	\$6,343	\$89,441	\$7,453	\$95,150	\$7,929
8	\$42,380	\$3,532	\$52,975	\$4,415	\$63,570	\$5,298	\$74,165	\$6,180	\$78,403	\$6,534	\$84,760	\$7,063	\$99,593	\$8,299	\$105,950	\$8,829
*	\$4,320	\$360	\$5,400	\$450	\$6,480	\$540	\$7,560	\$630	\$7,992	\$666	\$8,640	\$720	\$10,152	\$846	\$10,800	\$900
*For family units over 8, add the amount shown for each additional member.																

Notes:

Federal Poverty Guidelines: 2018 Federal Poverty Guidelines (FPG) annual income levels are published in the Federal Register of January 18, 2018, Volume 83, Number 12, on pages 2642-2644.

Percentage Calculations: Annual income levels provided above for 125%-250% of FPG are derived by multiplying the FPG annual income for each family size by the appropriate percentage and rounding to the nearest whole dollar. Monthly income levels for FPG and 125%-250% of FPG are derived by dividing each annual income level by 12 and rounding to the nearest whole dollar.

Calculated and prepared by the Office of Health Planning, Georgia Department of Community Health, February 20, 2018.