

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS
JUDGE WILLIAM KEESLEY

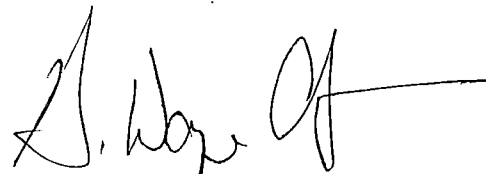
SC Court of Appeals

CASE # 2009-CP-18-2200
APPELLANT CASE # 2022-000952

Rene McMasters , now Rene McMasters Ronaghan.....Respondent
vs.
H. Wayne Charpia and Jody E. Charpia.....Defendants
Of Whom H. Wayne Charpia is the Appellant

RECORD ON APPEAL

Attorney Frank Cisa
858 Lowcountry Blvd. Suite 101
Mt. Pleasant, SC 29464



H. Wayne Charpia
106 Axtell Drive
Summerville, SC 29485

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STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
IN THE COURT OF COMMON PLEAS
RENE MCMASTERS

JUDGMENT IN A CIVIL CASE
2002CP1800932

CHARPIA RESIDENTIAL, LLC
AND HOWARD W. CHARPIA, IND.

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Clerk of Court
DORCHESTER COUNTY

PLAINTIFF(S)

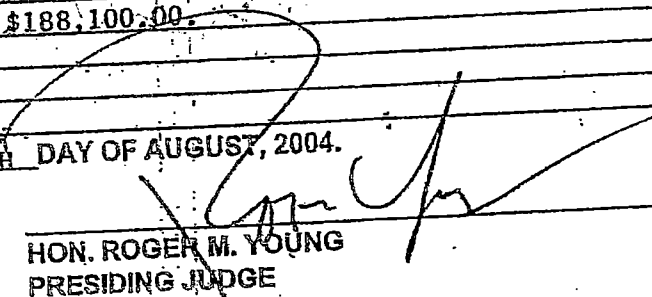
DEFENDANT(S)

CHECK ONE

- () ~~XXXXX~~ JURY VERDICT. THIS ACTION CAME BEFORE THE COURT FOR A TRIAL BY JURY. THE ISSUES HAVE BEEN TRIED AND A VERDICT RENDERED.
- () DECISION BY THE COURT. THIS ACTION CAME TO TRIAL OR HEARING BEFORE THE COURT. THE ISSUES HAVE BEEN TRIED OR HEARD AND A DECISION RENDERED.
- () ACTION DISMISSED (CHECK REASON): () RULE 12b, SCRPC; () RULE 41a SCRPC (VOL NONSUIT); () RULE 43k, SCRPC (SETTLED) () OTHER
- () ACTION STRICKEN (CHECK REASON): () RULE 40(j) SCRPC; () BANKRUPTCY () BINDING ARBITRATION, SUBJECT TO RIGHT TO RESTORE TO CONFIRM VACATE OR MODIFY ARBITRATION AWARD; () OTHER

IT IS ORDERED AND ADJUDGED: () See Attached order; () Statement of Judgment by the court. WE THE JURY FIND FOR THE PLF. AGAINST THE DEFENDANT FOR BREACH OF CONTRACT IN THE AMOUNT OF \$3,400.00 ACTUAL DAMAGES, IMPLIED WARRANTY OF HABITABILITY IN THE AMOUNT OF \$100.00, AND NEGLIGENCE IN THE AMOUNT OF \$188,100.00.

DATED AT ST. GEORGE, S.C. THIS 4TH DAY OF AUGUST, 2004.


HON. ROGER M. YOUNG
PRESIDING JUDGE

THIS JUDGMENT WAS ENTERED ON THE 5TH DAY OF AUGUST, 2004
AND A COPY WAS MAILED FIRST CLASS THIS 5TH DAY OF AUGUST
2004 TO ATTORNEY OF RECORD OR TO PARTIES WHEN APPEARING PRO SE
AS FOLLOWS:
FRANK CISA

WAYNE CHARPIA, PRO SE



354 S.C. 72 (2003)

579 S.E.2d 605

Ray H. CHEWNING, Jr., Respondent,

v.

FORD MOTOR COMPANY, David J. Bickerstaff, and David J. Bickerstaff and Associates, Inc., Defendants, of whom Ford Motor Company is Petitioner.No. 25627.**Supreme Court of South Carolina.**

Heard February 20, 2003.

Decided April 14, 2003.

75 *75 Joel H. Smith and Susan M. Glenn of Nelson Mullins Riley & Scarborough, L.L.P., of Columbia; and Paul F. Hultin and Edward C. Stewart, of Wheeler Trigg & Kennedy, of Denver, CO, for petitioner.

A. Camden Lewis, Mark W. Hardee, and Ariail E. King, of Lewis, Babcock, & Hawkins, of Columbia, for respondent.

Justice BURNETT:

76 We granted a writ of certiorari to review the decision of the Court of Appeals which reversed a lower court order dismissing an action for "fraud upon the court" and an "independent action in equity for fraud" pursuant to Rule 12(b)(6), SCRCP. *76 Chewning v. Ford Motor Co., 346 S.C. 28, 550 S.E.2d 584 (Ct.App.2001). We affirm.

FACTS

In 1992, Respondent, Ray H. Chewning, Jr., (Chewning) brought a products liability action against Respondent Ford Motor Company (Ford). He alleged that defects in his Ford Bronco II caused a rollover accident in which he sustained personal injuries. After a trial in 1993, the jury returned a verdict in Ford's favor.

In 1998, Chewning filed this action in state court against Ford, its expert witness, David J. Bickerstaff, and David J. Bickerstaff and Associates, Inc., asserting various causes of action. In essence, Chewning alleged Bickerstaff committed perjury during his 1993 trial and Ford concealed documents from him during the course of discovery.

Ford removed the action to federal court. The federal court granted Ford's motion to dismiss all claims, except for Chewning's cause of action for fraud upon the court. The federal court remanded the fraud upon the court claim "and such other related claims in equity, if any, as the state court may allow to be added by amendment." Chewning v. Ford Motor Co., 35 F.Supp.2d 487, 492 (D.S.C.1998).

2 Chewning refiled his case in state court asserting causes of action for fraud upon the court and an independent action in equity for fraud. In his amended complaint, Chewning alleged Ford's attorneys hired Bickerstaff to testify falsely on Ford's behalf in various Bronco II actions.^[1] In addition, Chewning alleged

Ford's attorneys withheld critical documents during discovery. Chewning asserted the judgment in his original action should be vacated as a result of the defendants' activities.

77 Concluding Chewning's complaint was untimely and asserted allegations of intrinsic fraud which could not be used to set aside the earlier verdict, the trial judge dismissed the complaint pursuant to Rule 12(b)(6), SCRPC. In addition, the trial judge determined Chewning's amended complaint failed *77 to allege fraud with particularity as required by Rule 9(b), SCRPC, as it "does not identify any allegedly perjured testimony by Bickerstaff in the underlying products liability trial, only subsequent cases after Chewning's." Chewning appealed.

The Court of Appeals reversed. *Chewning v. Ford Motor Co., supra*. It held Chewning's claim was timely and, further, the complaint sufficiently stated a claim for fraud upon the court. *Id.*

ISSUES

- I. Did the Court of Appeals err by holding the subornation of perjury and concealing of documents by an attorney during the course of litigation may constitute fraud upon the court?
- II. Did the Court of Appeals err by finding Chewning's complaint alleged fraud upon the court with sufficient particularity?

DISCUSSION

I.

Ford contends the Court of Appeals erred by holding the subornation of perjury and concealing of documents by an attorney during litigation constitutes fraud upon the court.^[2] It contends these actions constitute intrinsic, rather than extrinsic, fraud and, therefore, can not form the basis of Chewning's claim for fraud upon the court. We disagree.

Fraud Upon the Court

Our Court has not previously defined fraud upon the court in connection with setting aside a final judgment.

78 [3] In *Evans v. Gunter*, 294 S.C. 525, 529, 366 S.E.2d 44, 46 (Ct.App.1988), the Court of Appeals noted one commentator described "fraud upon the court" as "that species of fraud which does, or attempts to, subvert the integrity of the Court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." (citing H. Lightsey, J. Flanagan, *South Carolina Civil Procedure*, 408 (2nd ed.1985).

Other jurisdictions describe fraud upon the court as follows: Generally speaking, only the most egregious misconduct, such as bribery of a judge or members of a jury, or the fabrication of evidence by a party in which an attorney is implicated will constitute fraud on the court. Less egregious misconduct, such as nondisclosure to the court of facts allegedly pertinent to the matter before it, will not ordinarily rise to the level of fraud on the court.

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Rozier v. Ford Motor Co., 573 F.2d 1332, 1338 (5th Cir.1978) citing United States v. Int'l Telephone & Telegraph Corp., 349 F.Supp. 22, 29 (D.Conn.1972) (internal citations omitted).

Fraud upon the court is a "serious allegation ... involving corruption of the judicial process itself."
Cleveland Demolition Co., Inc. v. Azcon Scrap Corp., supra 827 F.2d at 986 quoting In re Whitney-Forbes, 770 F.2d 692, 698 (7th Cir.1985).

79 ... '[F]raud on the court,' whatever else it embodies, requires a showing that one has acted with an intent to deceive or defraud the court. A proper balance between the interests of finality on the one hand and allowing relief due to inequitable conduct on the other makes it essential that there be a showing of conscious wrongdoing—what can properly be characterized as a deliberate scheme to defraud—before relief from a final judgment is appropriate.... Thus, when there is no intent to deceive, the fact that misrepresentations were made to a court is not of itself *79 sufficient basis for setting aside a judgment for 'fraud on the court.'

United States v. Buck, 281 F.3d 1336, 1342 (10th Cir.2002) quoting Robinson v. Audi Aktiengesellschaft, 56 F.3d 1259, 1267 (10th Cir.1995).

Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238, 64 S.Ct. 997, 88 L.Ed. 1250 (1944), is the United States Supreme Court's leading "fraud upon the court" decision. In that decision, an attorney for Hartford drafted an article in support of a particular glass manufacturing process, had an officer of the glass-workers' union sign the article as its author, and then had the article published in a trade journal. The article was included in support of Hartford's controversial patent application. The patent was granted. Hartford then initiated a patent infringement suit against Hazel-Glass. In finding Hazel-Glass had infringed upon Hartford's patent, the Third Circuit Court of Appeals relied on the article. Ultimately, the true identity of the author was discovered. In upholding Hazel-Glass' suit, the USSC Court emphasized:

This is not simply a case of a judgment obtained with the aid of a witness who, on the basis of after-discovered evidence, is believed to have been guilty of perjury. Here,... we find a deliberately planned and carefully executed scheme to defraud not only the Patent Office but the Circuit Court of Appeals.... This matter does not concern only private parties. There are issues of great moment to the public in a patent suit. Furthermore, tampering with the administration of justice in the manner indisputably shown here involves far more than an injury to a single litigant. It is a wrong against the institutions set up to protect and safeguard the public, institutions in which fraud cannot complacently be tolerated consistently with the good order of society. Surely it cannot be that preservation of the integrity of the judicial process must always wait upon the diligence of litigants. The public welfare demands that the agencies of public justice be not so impotent that they must always be mute and helpless victims of deception and fraud.

Id. U.S. at 245-46, 64 S.Ct. 997 (internal citations omitted).

4

Intrinsic/Extrinsic Fraud

80 In considering collateral attacks on final judgments, a court must balance the interest of finality against the need to *80 provide a fair and just resolution of the dispute. See Hagy v. Pruitt, 339 S.C. 425, 529 S.E.2d

714 (2000). In most circumstances, there is a time limitation upon a party who seeks to reopen a final judgment. Rule 60(b), SCRCP, provides, in part:

(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, etc.

On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud, misrepresentation, or other misconduct of an adverse party;
- (4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken. This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment order, or proceeding, or to set aside a judgment for fraud upon the court.

(Underline added).

~~There is no statute of limitations when a party seeks to set aside a judgment due to fraud upon the court.~~

Rule 60(b), SCRCP; see *Hagy v. Pruitt, supra* (court has the inherent authority to set aside a judgment on the ground of extrinsic fraud in spite of any facially applicable statute of limitations). In order to secure equitable relief on the basis of fraud, the fraud must be extrinsic. *Bryan v. Bryan, 220 S.C. 164, 66 S.E.2d 609 (1951)*. (extrinsic fraud is necessary in order to secure equitable relief vacating a prior judgment).

- 81 *81 Extrinsic fraud is "fraud that induces a person not to present a case or deprives a person of the opportunity to be heard. Relief is granted for extrinsic fraud on the theory that because the fraud prevented a party from fully exhibiting and trying his case, there has never been a real contest before the court on the subject matter of the action." *Hilton Head Ctr. of South Carolina v. Public Serv. Comm'n, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987)*.

Intrinsic fraud, on the other hand, is fraud which was presented and considered in the trial. *Hagy v. Pruitt, 339 S.C. 425, 529 S.E.2d 714 (2000)*. It is fraud which misleads a court in determining issues and induces the court to find for the party perpetrating the fraud. *Hilton Head Ctr. v. South Carolina Pub. Serv. Comm'n, supra*.

Perjury by a party or a witness is intrinsic fraud. *Rycroft v. Tanguay, 279 S.C. 76, 302 S.E.2d 327 (1983)*. "[O]rdinarily there is no ground for equitable interference with a judgment in the fact that perjury or false swearing was committed by such party or his witnesses at trial, at least where the perjurious or false evidence was not accompanied by any extrinsic or collateral fraud, and related to issues or matters which were or could have been considered in the original cause." *Bryan v. Bryan, supra 220 S.C. at 168, 66*

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S.E.2d at 610. In addition, the failure to disclose to an adversary or court matters which would defeat one's own claim is intrinsic fraud. Hilton Head Ctr. of South Carolina, Inc. v. Pub. Serv. Comm'n, supra.^[4]

82 *82 Equitable relief from a judgment is denied in cases of intrinsic fraud, on the theory that an issue which has been tried and passed upon in the original action should not be retried in an action for equitable relief against the judgment, and that otherwise litigation would be interminable; relief is granted for extrinsic fraud on the theory that by reason of the fraud preventing a party from fully exhibiting and trying his case, there never has been a real contest before the court of the subject matter of the action.

Bryan v. Bryan, supra S.C. at 168, S.E.2d at 610.

"Relief is granted for extrinsic but not intrinsic fraud on the theory that the latter deceptions should be discovered during the litigation itself, and to permit such relief undermines the stability of all judgments." Mr. G. v. Mrs. G., 320 S.C. 305, 308, 465 S.E.2d 101, 103 (Ct.App.1995).

Ford claims the subornation of perjury by an attorney and/or the intentional concealment of documents by an attorney do not constitute extrinsic fraud because they do not defeat the opposing party's opportunity to litigate the matter. Ford further asserts, because perjury and discovery abuse should be ferreted out during the course of litigation, disappointed parties should not be permitted to reopen final judgments on this basis. We disagree.

The subornation of perjury by an attorney and/or the intentional concealment of documents by an attorney are actions which constitute extrinsic fraud. Contrary to perjury by a witness or a party's failure to disclose requested materials, conduct which constitutes intrinsic fraud, where an attorney—an officer of the court—suborns perjury or intentionally conceals documents, he or she effectively precludes the opposing party from having his day in court.^[5] These actions by an attorney constitute extrinsic fraud.^[6] Moreover, we note that, *83 while their analysis does not turn on the categorization of fraud as intrinsic or extrinsic, numerous jurisdictions hold an attorney's subornation of perjury and/or the intentional concealment of documents constitute fraud upon the court. See Kupferman v. Consol. Research & Mfg. Corp., 459 F.2d 1072 (2d Cir.1972) (institution of action by attorney who knew that there was complete defense to action might be fraud upon the court); Great Coastal Express, Inc., v. Int'l Brotherhood of Teamsters, 675 F.2d 1349, 1357 (4th Cir.1982) ("[I]nvolvement of an attorney, as an officer of the court, in a scheme to suborn perjury would certainly be considered fraud on the court."); Cleveland Demolition Co. v. Azcon Scrap Corp., 827 F.2d 984, 986 (4th Cir.1987) ("A verdict may be set aside for fraud on the court if an attorney and a witness have conspired to present perjured testimony."); Rozier v. Ford Motor Co., 573 F.2d 1332 (5th Cir.1978) (fabrication of evidence where attorney is implicated is fraud upon the court); H.K. Porter Co. v. Goodyear Tire & Rubber, 536 F.2d 1115, 1119 (6th Cir.1976) ("Since attorneys are officers of the court, their conduct, if dishonest, would constitute fraud on the court."); Dixon v. Comm'n of Internal Revenue, 2003 WL 1216290 (9th Cir.2003) (fraud on the court occurred where attorneys entered into secret settlement agreements with taxpayers in exchange for false testimony); Synanon Found., Inc., v. Bernstein, 503 A.2d 1254 (D.C.1986) (attorney subornation of perjury and false statements to trial court constitute fraud upon the court); Porcelli v. Joseph Schlitz Brewing Co., 78 F.R.D. 499 (E.D.Wis.1978) (noting distinction between perjury involving officers of the court and witness or party); see 12 James Wm. Moore et al., Moore's Federal Practice ¶ 60-21[4][b] (3d ed.2002).

Attorney fraud calls into question the integrity of the judiciary and erodes public confidence in the fairness of our *84 system of justice. Accordingly, where an attorney embarks on a scheme to either suborn perjury

- ~~Or intentionally conceal documents, extrinsic fraud constituting a fraud upon the court occurs.~~^[7]

II.

Ford contends the Court of Appeals erred by finding Chewning's complaint sufficiently alleged fraud upon the court. Specifically, Ford claims Chewning's amended complaint is fatally deficient because it fails to allege Bickerstaff offered any perjured testimony suborned by Ford's attorneys in Chewning's trial. Furthermore, Ford asserts Bickerstaff offered opinion, rather than fact, testimony and, therefore, his testimony can not form the basis of a fraud claim. We disagree.

In his amended complaint, Chewning alleged Ford, its attorneys, and Bickerstaff had a "secret strategy to deal with the defense" of numerous actions against Ford concerning the design of the Bronco II. Chewning claimed that "Ford's attorneys knowingly purchased and used the false testimony [of Bickerstaff] ... and concealed this from Plaintiffs." Specifically, Chewning asserted "[Ford] would use the favorable and untruthful testimony of Bickerstaff fraudulently to create evidence that the Bronco II was designed in a safe and reliable manner." Additionally, he averred "Ford and its attorneys would hide and cover up any unfavorable engineering documents characterized as 'critical' and/or field tests [of the Bronco II]."

The amended complaint refers to two specific documents which Chewning alleges were improperly withheld from him during the course of discovery in his underlying action. One of these documents is denominated the "Bickerstaff letter." This letter, dated June 20, 1990, is from Bickerstaff to two of Ford's attorneys. The letter states, in part: "I feel I should be reimbursed my current rate. I would suggest you retain *85 our services to assist you in preparing myself, in Ford's favor, as we discussed per our phone conversation of 6/18/90."

Chewning alleged Bickerstaff had been identified as a fact witness in an earlier Bronco II case (the Rosenbusch case).^[8] According to Chewning, Ford's attorneys met with Bickerstaff prior to his July 1990 deposition in that case and agreed to represent him personally. The amended complaint alleges the Bickerstaff letter, which was "not disclose[d] to any attorneys for plaintiffs in any case until years later," is evidence Bickerstaff offered to testify falsely on Ford's behalf in return for substantial sums of money and Ford, through its attorneys, Anderson and Seitz, agreed to pay money, "disguised as payments on purchase orders for 'consulting' work" unrelated to his Bronco II testimony. Chewning alleged Bickerstaff testified falsely in at least thirty Bronco II cases, including his own, and specifically referred to his untruthful testimony in the Cammack and Crenshaw cases. A second document, the "Vehicle Design and Testing Memo," is a memorandum from Ford to the Arizona Proving Ground acknowledging jacking, stability, and design problems with the Bronco II. Part of this memorandum states it was impossible for Ford to develop specific test criteria to assess the Bronco II's adequacy. At trial, however, Ford presented a computer model which established the Bronco II was stable. Chewning asserts, if he had had the Vehicle Design and Testing Memo, he could have attacked the computer model.

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86 Chewning's amended complaint contains sufficient allegations of fraud upon the court. Although it fails to identify any specific portion of Bickerstaff's trial testimony as perjurious, the amended complaint alleges Ford's attorneys hired Bickerstaff to testify falsely during numerous Bronco II trials.^[9] Under this allegation, most all of Bickerstaff's testimony—*86 including that presented at Chewning's trial—was perjurious. Moreover, assuming Bickerstaff testified as an expert for Ford and gave his opinion on the stability of the Bronco II, his testimony would nonetheless be untruthful if he was hired to testify falsely for Ford. Contrary to Ford's claims, if Ford's attorneys hired Bickerstaff to testify falsely and knowingly withheld critical

documents in Bronco II trials, including Chewning's trial, Chewning would have been prevented from fully exhibiting and presenting his case. The attorneys' misconduct would constitute extrinsic fraud. If proven by clear and convincing evidence, the attorneys' actions would constitute fraud upon the court. The Court of Appeals properly found Chewning's amended complaint sufficiently stated a claim for fraud on the court so as to survive Ford's Rule 12(b)(6) motion to dismiss. *Toussaint v. Ham, supra* (Rule 12(b)(6) motion may not be sustained if facts alleged and reasonable inferences would entitle the plaintiff to any relief on any theory of the case).

CONCLUSION

We recognize that important benefits are achieved by the preservation of final judgments. This opinion, with its unique facts, in no way alters the Court's longstanding policy towards final judgments. Again, any claim of fraud upon the court must be accompanied by particularized allegations. Claims which are not made in good faith are subject to sanction pursuant to Rule 11, SCRCP.

The remaining issue is affirmed pursuant to Rule 220, SCACR and the following authorities: *Id.*, 292 S.C. 415, 357 S.E.2d 8 (1987); (Rule 12(b)(6) motion may not be sustained if facts alleged and inferences reasonably deducible therefrom would entitle plaintiff to any relief on any theory of the case); *Williams v. Condon*, 347 S.C. 227, 553 S.E.2d 496 (Ct.App. 2001). (in review of motion to dismiss pursuant to Rule 12(b)(6) appellate court applies the same standard of review implemented by the trial court).

The Court of Appeals' decision is AFFIRMED.

TOAL, C.J., MOORE and WALLER, JJ., and Acting Justice JOHN W. KITTREDGE, concur.

[1] Ford's present attorneys did not represent Ford during the underlying litigation.

[2] Chewning's amended complaint alleged two claims against the defendants: fraud upon the court and an independent action in equity for fraud. The trial judge dismissed both causes of action. Chewning appealed the dismissal of his fraud upon the court cause of action; this was the only cause of action addressed by the Court of Appeals. *Chewning v. Ford Motor Co., supra*.

[3] In *Davis v. Davis*, 236 S.C. 277, 113 S.E.2d 819 (1960), the Court considered the effect of an attorney's statement to the lower court during a divorce action. The Court determined that, by representing to the court that a party was in default when she was not, "[t]his reasonably may be held to have been extrinsic fraud upon her and upon the court" and vacated a prior judgment as a result. *Id.* S.C. at 281, 113 S.E.2d at 821 (1960). The Court noted the attorney's representation was a "bona fide mistake" and, "therefore, constructive, rather than actual, fraud." *Id.* at 281, 113 S.E.2d at 821-22.

[4] Like South Carolina, federal courts recognize that perjury or use of a fraudulent document, without more, does not constitute fraud on the court. See *United States v. Throckmorton*, 98 U.S. (8 Otto) 61, 66, 25 L.Ed. 93 (1878) ("... the doctrine is equally well settled that the court will not set aside a judgment because it was founded on a fraudulent instrument, or perjured evidence...."); *Geo. P. Reintjes Co. v. Riley Stoker Corp.*, 71 F.3d 44, 49 (1st Cir.1995) ("... perjury alone, absent allegation of involvement by an officer of the court ... has never been sufficient [to constitute fraud upon the court justifying collateral attack]"); (citing numerous cases); *Great Coastal Express v. Int'l Bhd. of Teamsters*, 675 F.2d 1349, 1357 (4th Cir.1982) ("... courts confronting the issue have consistently held that perjury or fabricated evidence are not grounds for relief as 'fraud on the court'." (citing numerous additional cases).

[5] See *In the Matter of Goodwin*, 279 S.C. 274, 305 S.E.2d 578 (1983) (attorney has an ethical duty not to perpetrate a fraud upon the court by knowingly presenting perjured testimony).

[6] In *Bankers Trust Co. v. Braten*, 317 S.C. 547, 455 S.E.2d 199 (Ct.App. 1995), the Court of Appeals declined to find extrinsic fraud where it was alleged an attorney had perpetrated fraud upon two courts in earlier litigation. The Court of Appeals noted the defending party was aware of the alleged misrepresentations when they occurred and, in fact, challenged the misrepresentations in one proceeding. Accordingly, the Court of Appeals concluded there was no evidence the alleged fraud prevented the defending party from presenting his case in full.

The Court of Appeals' analysis is consistent with our decision today. A party does not have a claim for extrinsic fraud if he failed to exercise due diligence in discovering the existence of facts or documents during the underlying litigation.

[7] We note, because fraud upon the court is an affront to the administration of justice, a litigant who has been defrauded need not establish prejudice. *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, *supra*; *Dixon v. Comm'n of Internal Revenue*, 2003 WL 1216290 (9th Cir.2003) ("... the perpetrator of the fraud [upon the court] should not be allowed to dispute the effectiveness of the fraud after the fact.").

[8] By way of background, the amended complaint explains Bickerstaff was an engineer for Ford who worked on the design and testing of the Ford Bronco II; it alleges he was critical of the Bronco II's stability, became "disaffected," and left Ford prior to the production of the first Bronco II.

[9] Furthermore, whether Bickerstaff's June 20, 1990, letter supports Chewning's claim that Ford's attorneys hired him to testify falsely does not go to the sufficiency of the complaint, but to the sufficiency of the evidence.

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9

2013 South Carolina Code of Laws
Title 33 - Corporations, Partnerships and
Associations
CHAPTER 44 - UNIFORM LIMITED LIABILITY
COMPANY ACT OF 1996
SECTION 33-44-303. Liability of members and
managers.

Universal Citation:

(a) Except as otherwise provided in subsection (c), the debts, obligations, and liabilities of a limited liability company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the company. A member or manager is not personally liable for a debt, obligation, or liability of the company solely by reason of being or acting as a member or manager.

(b) The failure of a limited liability company to observe the usual company formalities or requirements relating to the exercise of its company powers or management of its business is not a ground for imposing personal liability on the members or managers for liabilities of the company.

(c) All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations, or liabilities of the company if:

(1) a provision to that effect is contained in the articles of organization; and

(2) a member so liable has consented in writing to the adoption of the provision or to be bound by the provision.

RULE 17

PARTIES PLAINTIFF AND DEFENDANT: CAPACITY

(a) Real Party in Interest. Every action shall be prosecuted in the name of the real party in interest. An executor, administrator, guardian, bailee, trustee of an express trust, a party with whom or in whose name a contract has been made for the benefit of another, or a party authorized by statute may sue in his own name without joining with him the party for whose benefit the action is brought; and when a statute so provides, an action for the use or benefit of another shall be brought in the name of the State. No action shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until a reasonable time has been allowed, after objection, for ratification of commencement of the action by, or joinder or substitution of, the real party in interest; and such ratification, joinder, or substitution shall have the same effect as if the action had been commenced in the name of the real party in interest.

11

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August 4, 2009

Dorchester County Sheriff's Office
Attn: Lt. Weathers
100 Sears Street
St. George, SC 29477

RE: Rene' McMasters vs. Charpia Residential, LLC and Howard W. Charpia
Case No.: 02-CP-18-932
Our file: 03-460

Dear Lt. Weathers:

I would appreciate you cancelling the Sheriff's sale relative to H. Wayne Charpia's property located 1450 Jahnz Avenue, Summerville, SC, as I have decided that I am going to foreclose the judgment lien and request the Master-in-Equity to sell the property. Since Mr. Charpia conveyed out half of his interest in the property, I think this is be the best way proceed.

I greatly appreciate all your help and assistance.

With kindest regards, I am

Very truly yours,


Frank M. Cisa

FMC/alp

12

DO NOT WRITE IN THESE SPACES
SEP 10 10 10 AM '09

2

Opening Statement by Mr. Cisa

1 testimony from our experts. The front porch
2 needs to come off and be put back on, the
3 back porch needs to come off and be put back
4 on, all the brick veneer on the home needs to
5 come off and be put back on. We've got
6 serious structural problems in the interior
7 of the house where they have to install
8 beams. The Jacuzzi tub was installed
9 improperly upstairs, Mr. Charpia didn't put
10 pea traps where they were supposed to be
11 which we'll explain to you what a pea trap
12 is.

13 We've got an estimate to fix these
14 problems of over \$190,000. This is a serious
15 and significant case.

16 You will hear from Rene McMasters,
17 you will hear from Shawn, her husband, you'll
18 hear from a structural engineer, Al
19 Schweickhardt, who will tell you that he came
20 out to the house, he did an inspection and
21 he's going to tell you what he found and what
22 he thinks you need to do to correct it. He's
23 a conservative engineer and you'll hear from
24 him after lunch.

25 You'll also hear from a builder.

13

Allen J. Schweickhardt - Cross by Mr. Charpia

1 Q. Could you read the total estimate from
2 Mr. Salsman to repair this house, said home?

3 A. 191,370.

4 Q. \$191,000?

5 A. And 370, correct.

6 Q. Did you work on this figure with Mr. Salsman?

7 A. No, I did not. I just verbalized, selected
8 items to him. I said, Glenn, you're going to have to
9 get flashing and weepholes above all the openings,
10 you're going to have to get flashing and weepholes
11 properly integrated with all the -- all the building
12 paper if it is there at the base of the wall. I
13 said, Glenn, on the trusses you're going to have to
14 put -- you're going to have to jack it up, you're
15 going to have to put in two beams alongside. You
16 know, I verbalized things that he's going to have to
17 do. And then he's gone out to the site and will
18 certainly testify to later other items that him and
19 Shawn have found.

20 Q. Okay.

21 MR. CHARPIA: No further questions, Your
22 Honor.

23 THE COURT: Any redirect?

24 MR. CISA: Just one question, Judge.

25

14

Closing Argument by Mr. Cisa

1 arguments, then I will charge you on the law,
2 go over the verdict form with you, and you'll
3 retire to begin your deliberations.

4 All right, Mr. Cisa, if you're
5 ready you may begin.

6 MR. CISA: Thank you, Your Honor.

7 Good afternoon, ladies and
8 gentlemen. When a builder won't come back to
9 deal with your concerns and you have concerns
10 about structural problems with your home,
11 what you should do and what you need to do is
12 hire a good engineer to take a look at your
13 house and find out what's wrong, especially
14 in this case. Because in construction cases
15 it's often not what you see that matters,
16 it's oftentimes what you don't see that
17 matters.

18 In this case I submit to you that
19 we hired, or Prudential hired a good engineer
20 to take a look at this house to try to
21 determine what was wrong with it and what
22 needed to be done to correct the problems.

23 Prudential hired Al Schweickhardt.
24 He's a 1986 graduate of the United States
25 Naval Academy, he got his masters degree in

15

Schweickhardt
↓

Closing Argument by Mr. Cisa

1 engineering from Clemson University in 1994,
2 he's a Licensed Professional Engineer in
3 South Carolina, North Carolina, Indiana, and
4 Maryland. Since 1999 he's been working for a
5 local engineering firm doing work for
6 contractors, homeowners and insurance
7 companies. He testified that he probably
8 looks at one building a week.

9 I submit to you that he was well
10 qualified to look at this house and he was
11 well qualified as an expert by Judge Young.

12 I'm going to go over briefly with
13 you what he testified to and what he found
14 was wrong with the house. The first issue I
15 think is one of the major issues, one major
16 issue with this house, is the problems with
17 the brick veneer. And this is a good
18 example. When you looked at the brick
19 veneer, it might have looked pretty good. It
20 might have looked pretty good. But it's not
21 what you see, it's what you don't see that
22 matters in that particular case.

23 The code requires -- the code in
24 effect in Dorchester County, the 1995 CABO
25 code requires flashing, approved corrosive

16

Closing Argument by Mr. Cisa

1 restraint. They're supposed to have lateral
2 restraint where they're connected to the
3 concrete. That's a code violation.

4 Mr. Schweickhardt says the front
5 porch needs to come off and the back porch
6 needs to come off. The front porch, if
7 you're out there and you looked, we've got
8 one girder that comes across a column. None
9 of the other girders come across those four
10 columns that are under that front porch.
11 That front porch, the girders that come out,
12 the band that comes across, are not sitting
13 on any of the columns. The front porch is
14 not properly flashed.

15 The back porch he testified to the
16 same thing, it's structurally insufficient.
17 The columns do not line up on top of one
18 another, there is not a sufficient girder
19 coming across the front to carry the load.

20 You heard Glenn Salsman talk about
21 he prides himself in being able to repair
22 things the quickest and most inexpensive way.
23 He brought somebody out there that does that
24 kind of work. They couldn't figure out how
25 to repair it. The only thing they could

13 HAS SEVERAL PAST JUDGMENTS

Closing Argument by Mr. Cisa

1 see every line item on here. Glenn Salsman
2 is, I submit to you, eminently qualified to
3 give an estimate on repairs. He's been doing
4 construction ever since he was old enough to
5 do construction and he specializes in
6 remodeling, retrofitting, correcting and
7 repairing properties. His estimate was
8 \$191,370.

9 I submit to you also, ladies and
10 gentlemen, and Judge Young will charge you on
11 this, that you should consider punitive
12 damages in this case. Why should you
13 consider punitive damages in this case?
14 Because of the sheer number of code
15 violations, because of the number of code
16 violations that affect life safety. The
17 porches have to be removed, the attic
18 stairway, he was told to put the vent in for
19 the oven, he didn't do it. No pea traps. I
20 submit to you that that should be something
21 you should consider.

22 I'm going to sit down now and let
23 Mr. Charpia speak to you. I'll have the
24 opportunity to address you again after
25 Mr. Charpia talks to you. Thank you.

18

FILED-RECORDED
STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2017 JUL 31 PM 2:43) FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER) CASE NO.: 2009-CP-18-2200

CLERK OF COURT
DORCHESTER COUNTY
RENE MCMASTERS now known as
as RENE MCMASTERS
RONAGHAN

Plaintiff,

H. WAYNE CHARPIA a/k/a
HOWARD W. CHARPIA
and JODY E. CHARPIA

Defendants.

ORDER ON PLAINTIFF'S MOTION
TO PROHIBIT DEFENDANT H. WAYNE
CHARPIA FROM BIDDING

The above case came before me on July 31, 2017 at 1:30 p.m.. pursuant to the Plaintiff's motion to prohibit the Defendant, H. Wayne Charpia, ("the Defendant") and anyone acting on his behalf, from bidding at the sale of the real estate that is the subject of this foreclosure action.

Present at the hearing was Frank M. Cisa, attorney for the Plaintiff, Rene McMasters. Also


~~present was the Defendant, Howard W. Charpia, representing himself.~~

was not present even though he had been notified of the hearing.

The above action was filed by the Plaintiff on August 10, 2009 seeking the foreclosure of a Judgment that the Plaintiff obtained against the Defendant, H. Wayne Charpia, in the amount of \$191,600.00. The South Carolina Court of Appeals, by Opinion filed October 5, 2016, affirmed the Order granting foreclosure of the judgment lien. The Defendant, H. Wayne Charpia's, Petition for a Writ of Certiorari was denied by the South Carolina Supreme Court by Order dated February 8, 2017.

The Plaintiff seeks an order prohibiting the Defendant, H. Wayne Charpia , and anyone acting on his behalf, from bidding on the sale of the real estate that is subject to this action. The sale is now scheduled for August 1, 2017 at 11:00 a.m.

AND IT IS SO ORDERED!



Doyet A. Early, Presiding Circuit
Court Judge

This 3 day of July, 2017
Bamberg, S.C.

20

State of South Carolina)
)
 County of Dorchester)
)
 Rene McMasters)
 Plaintiff,)
 vs.)
 Howard W. Charpia , et al)
 Defendant,)
 _____)

Common Pleas
 First Judicial Circuit
 Case # 2009-CP-18-2200

CERTIFIED COPY
 2022 JUN 24 PM 12: 57
 CLERK OF COURT
 DORCHESTER COUNTY

MOTION TO RECONSIDER

I, Howard W. Charpia , will move before this Court 10 days or sooner for a hearing on a “Motion to Reconsider” Judge Keesley decision of May 31, 2022 , i.e. Charpia’s “ Motion to Vacate/Void Sale and Judgment.”

I again make this Motion pursuant to “fraud upon the Court”. This claim motion is an “independent action in equity”.

A Court of equity is a type of Court that hears cases involving remedies *other* than monetary damages. Judge Keesley cited Case # 2021-CP-18-1390 which is an action filed in a “court of law” seeking monetary damages.

FILED-RECORDED
 2022 JUN 24 PM 12: 42
 CHERYL GRAHAM
 CLERK OF COURT
 DORCHESTER COUNTY

21

Judge Keesley cites case # 2002-CP-18-932 in his dismissal of Charpia's "Motion to Vacate".

Rule 17(a) , SCRPC , clearly states that *every action shall be prosecuted in the name of the real party in interest*. Charpia Residentials LLC and Howard W. Charpia were are the defendants in this action in which the "original" judgment was rendered by suborned perjury that was committed by Attorney Cisa and his expert witnesses .

Case # 2009-CP-18-2200 is an action filed by Cisa that has no rule, regulation or law to support it's claim , yet the defendants in case 2200 are not the real party of interest, i.e. "foreclosure of a judgment lien".

Subsection (c)(1)(2) does not apply to said Charpia Residentials LLC.

PLEASE SEE ATTACHED EXHIBIT 1. (Articles of Organization)

Section 33-44-303 Liability of members and managers

(a) Except as otherwise provided in subsection (c), the debts, obligations, and liabilities of a limited liability company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the company. A member or manager is not personally liable for a debt, obligation, or liability of the company solely by reason of being or acting as a member or manager

(b) The failure of a limited liability company to observe the usual company formalities or requirements relating to the exercise of its company powers or management of its business is not a ground for imposing personal liability on the members or managers for liabilities of the company.

(c) All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations, or liabilities of the company if:

(1) a provision to that effect is contained in the articles of organization; and

(2) a member so liable has consented in writing to the adoption of the provision or to be bound by the provision.

This case 2002-CP-18-932 , pursuant to Rule 59 (f) SCRCF , has been passed around to different County's and many different Judge's violating Charpia's " due process" and Rule 59 (f) .

Rule 59 (f) SCRCF

The time within which to make the motions under this Rule shall not be affected by the ending of a term of court or departure of the judge from the circuit, and the trial judge shall retain jurisdiction of the action for the purpose of hearing and disposing of such motion if not heard and disposed during the term. Except by consent of the parties, argument on the motion shall be heard in the circuit where the trial was held.

This whole process and rulings by Judge's during the litigation of these actions are based on a lie presented to this Court and judicial process by Attorney Cisa and his expert witnesses. Also , "I believe"

that Cisa's favor with a particular Judge has denied Charpia of a just and fair outcome as his home was exhorted .

McMasters began this litigation with the firm of Smith , Collins & Newton which is one of the top litigation firms for "construction " actions in the State of South Carolina. Then in midstream , she hired Cisa for representation on case # 2002-CP-18-932.

Attorney Cisa shared an office with Attorney Lawrence Richter for years and Richter has had a very long relationship with the Goodsteins.

PLEASE SEE ATTACHED EXHIBITS : Goodsteins :

PLEASE SEE: Ada D. Turner v. Neal E. Pleasant 11-30129 5th Cir.

Independent action in equity" avoids res judicata bar

November 25, 2011

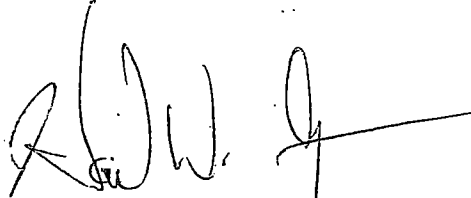
The case of presented a rare attack on a judgment by an "independent action in equity." The underlying dispute involved a personal injury case implicated by the misconduct surrounding disgraced former judge Thomas Porteous. Op. at 2-5. After a clearly-written summary of the pleading requirements of *Twombly* and *Iqbal*, op. at 6-7, the Court considered whether the action could proceed, even though similar allegations were made and rejected in an earlier request for relief. The Court reversed the dismissal of the claim and remanded, concluding that the plaintiffs had sufficiently alleged: (1) a prior judgment which 'in equity and good conscience' should not be enforced, (2) a meritorious claim in the underlying case, (3) fraud, accident, or mistake which prevented the party from obtaining the benefit of that claim, (4) lack of fault or negligence by the party, and (5) absence of an adequate remedy at law. Op. at 5-10 (citing and contrasting *Addington v. Farmer's Elevator Mutual*, 650 F.3d 663 (5th Cir. 1981))

I also make this "Motion to Reconsider" as I believe the Court acted in a manner inconsistent with "due process". A "judgment" is void that lacks inherent power to enter the particular judgment , OR an Order procured by fraud , can be attacked at any time , in any Court, either directly or collaterally , provided that the party is properly before the Court . (Long v. Shorebank Development Corp., 182 F.3d 548)

FRAUD UPON THE COURT : In the united States , when an officer of the Court (Cisa) fraudulently presented facts to the Court so that the Court is impaired in the impartial performance of it's legal task , the act, known as "fraud upon the Court, is a crime deemed so severe and fundamentally opposed to the operation of justice that it is not subject to "any statute of limitation".

I pray that this Court give Charpia notice , an opportunity to be heard and an outcome that is just pursuant to the conclusions of law and the findings of fact . And reverse Judge Keesley's dismissal dated

and filed May 31, 2022. Granting Charpia's " Motion to Vacate/Void
sale of said property.

A handwritten signature in black ink, appearing to read "H.W. Charpia", with a long horizontal line extending to the right.

Howard W. Charpia , ET AL
106 Axtell Drive
Summerville, SC 29485

cc: Attorney Frank Cisa

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

Rene McMasters, now)
Rene McMasters Ronaghan,)
)
Plaintiff,)
)
-vs-)
)
H. Wayne Charpia, et al.,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS

Case Number: 2009CP1802200

ADMINISTRATIVE
ORDER OF DISMISSAL
ON THE MOTION BY
HOWARD W. CHARPIA TO
TO SET ASIDE A VOID SALE

Howard W. Charpia
HOWARD W. CHARPIA
DORCHESTER COUNTY

2022 MAY 31 PM 12:36

CERTIFIED COPY

On October 21, 2021, Mr. Howard W. Charpia (who is self-represented) filed a document captioned as a Motion to Set Aside Sale/Void and Set Aside Judgment, accompanied by forty-five pages of what he denominated as exhibits. The essence of the motion is a claim of fraud upon the court, which seemingly would be the only possible ground that could be raised at this stage. The motion is administratively dismissed for the following reasons.¹ First, a claim for fraud upon the court is made by an independent action in equity, and Mr. Charpia has filed an independent action seeking the same relief on the same applicable grounds in Case Number 2021CP1801390. The present motion is not an independent action under Rule 60, but a motion filed in a thirteen-year-old, closed attachment case trying to set aside a sale that took place in 2017 pursuant to a judgment lien, and seeking to vacate the underlying judgment rendered in 2004 in Case Number 2002CP1800932. Allowing this motion to proceed could lead to inconsistent

¹ The court has spent days going through the files of these cases to try to sort out the claims that have been raised throughout various lawsuits. This case was assigned to the undersigned judge with exclusive jurisdiction, by order of the Chief Justice of the Supreme Court of South Carolina. The orders concerning operation of courts due to the impact of the COVID-19 virus provide that a "judge may elect not to hold a hearing when the judge determines the motion may readily be decided without further input [.]"

determinations and does not appear to be the proper vehicle. Second, the file contains no proof of service of the motion. Third, to the extent that this motion may be read to address issues that are unrelated to the independent action asserting fraud upon the court, those claims on their face cannot be asserted again because they have repeatedly been raised to and ruled upon by various trial and appellate courts. Mr. Charpia maintains that he has not raised fraud upon the court before, but the record reveals otherwise, as discussed below. However, to make clear, nothing in this ruling is a binding determination of whether or not his independent action for fraud upon the court in the 2021 case can survive.

BASIC BACKGROUND

Mr. Charpia operated a business as a building contractor. He constructed a residence for the plaintiff, who sued him and his company in 2002. A jury awarded a judgment in favor of the plaintiff. For nearly two decades, Mr. Charpia has engaged in repetitive efforts to attack the judgment and the resulting execution upon his property. His property was eventually sold on the third attempt in 2017, with the plaintiff being the high bidder.² Mr. Charpia continues to try to re-litigate issues. The court has tried to communicate the principle of finality applicable to legal proceedings, without success.

² One of the issues that Mr. Charpia has raised on many occasions is a challenge based on the expiration of the ten-year period of active energy for enforcement of a judgment. In *Gordon v. Lancaster*, 425 S.C. 386, 823 S.E.2d 173 (2018), the Supreme Court reversed *Linda Mc Co. v. Shore*, 390 S.C. 543, 703 S.E.2d 499 (2010), and established that a judgment's enforceability is not extended beyond the ten-year limit "merely by filing the action within ten years." Unfortunately for Mr. Charpia, that change in the law does not undo the determinations previously made in this case. The change applies prospectively. His previous challenges asserting that the foreclosure and sale were not proper have been raised, appealed, and denied. The rulings of other circuit judges and appellate courts are binding upon both Mr. Charpia and this court. Further, without deciding the issue of whether *Gordon* would result in a different outcome in this case were it to have been decided during the ten years immediately following entry of the judgment, it is clear that the procedural history here involves far more than merely filing an attachment action and execution on a judgment. At least one ruling in this case essentially found that the actions of Mr. Charpia prevented the orderly enforcement of the execution upon his property and made a "mockery of the judicial system."

THE PRESENT MOTION

Mr. Charpia filed this motion in the 2009 case, stating that he included "as an argument the potential ancillary case # 2002-CP-18-932, i.e. judgment was rendered in this case." In his cover letter to the Clerk of Court, he states that this is the first time that he has raised fraud upon the court. In the body of the motion he further states, "I make this motion under within [sic] 'fraud upon the court', and it is no longer equitable that the judgment shall have prospective application, and Rule 60 SCRCPP, and an independent action in equity for fraud." [sic]

He then lists 16 things that he intends to show in support of his motion, which are:

1. The Plaintiff violated a Court order to obtain Counsel.
2. The Plaintiff's attorney concealed documents that "were are" [sic] material to the above-named case and motion.
3. The fabrication of evidence by which an attorney is implicated will constitute "fraud upon the Court".
4. There is no "statute of limitations" when a party seeks to set aside a [judgment] due to "fraud upon the court".
5. There is no statute, rule or regulation to "foreclose on a judgment lien" in the State of South Carolina, i.e. SC Code 15-39-30 shall be followed to satisfy a judgment.
6. That the judgment rendered was against Charpia Residentials, LLC and Howard W. Charpia, case # 2002-CP-18-932.
7. That the plaintiff's attorney suborned perjury to obtain said judgment which constitutes "fraud upon the court".
8. Attorney Cisa violated his ethical obligation pursuant to 3.3(a)(1)(3), Candor to the Tribunal, i.e. not taking remedial measures to correct said false statements and suborning perjured testimony.
9. That Rule 59, SCRCPP were [sic] violated on numerous occasions, i.e. the trial judge shall retain jurisdiction.
10. That Attorney Cisa submitted a fraudulent "affidavit" on August 1, 2017 to the Court and Dorchester County.
11. That Dorchester County and Attorney Cisa did conspire to injure the Defendant before the sale of August 1, 2017.
12. The sale price on August 1, 2017 shall "shock the conscience" of the Court.
13. McMasters lied to the Court at said trial in August 2004, i.e. she would have to "disclose" all defects for the home to a potential buyer by law, McMasters did not disclose to buyers in 2005 about defects.

14. Cisa submitted affidavit on August 1, 2017 stating "fair market value" was is [sic] \$59,100.00, then buying said property in 2021 for \$100,000.00.
15. Judge Dickson "abused his discretion" on July 30, 2012 by conducting a hearing as the Court violated Charpia's due process, i.e. Charpia was not properly notified of said hearing.
16. Attorney Cisa never filed a "Motion for Foreclosure" hearing nor paid the required filing fee(s) to the Court or County. (letter dated 9-16-2015) thus violating the SCRCF.

It is common for Mr. Charpia to insist that he is raising new matter. Because there is no statute of limitations, the court agrees that he may raise, subject to rebuttal and possible frivolous proceedings sanctions, an independent action for fraud upon the court. The propriety of that case being allowed to proceed is not before this court. However, his assertion that he has not raised fraud upon the court is not supported by the record, even putting aside the repeated allegations of fraud that do not specifically use the phrase "fraud upon the court." After being denied relief for alleged fraud under Rule 60(b)(3) and (4), SCRCF, he filed a motion on September 23, 2015, under Rule 60 and Rule 7, seeking to vacate the Order of Foreclosure and Sale and/or for a Rule to Show Cause, definitely using the phrase "fraud upon the court." On February 16, 2017, in another motion for a new trial, he raised essentially the same issues as one filed on September 23, 2015, and a later one filed on April 3, 2017. The motions allege fraud upon the court.

RULE 60

Rule 60(b)(3) provides that an order may be set aside for fraud, misrepresentation, or other misconduct of an adverse party, but it must be brought not later than one year from the entry of the judgment. All subsections of Rule 60(b), including (3) and (4), require that the motion be brought within a reasonable time.

Mr. Charpia is focusing on the portion of Rule 60(b) which provides that it "does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court." The pending 2021 lawsuit is against opposing counsel (Mr. Cisa) and others for fraud upon the court, conspiracy, slander of title, abuse of process, and extortion. His present motion makes the argument that there is no time limit for raising fraud upon the court, citing *Chewning v. Ford Motor Company*, 354 S.C. 72, 579 S.E.2d 605 (2003)

POINTS RAISED AND EXHIBITS IN SUPPORT

To the extent that the motion can be read as something other than an allegation of fraud upon the court, most of the sixteen grounds listed by Mr. Charpia are allegations of an evidentiary nature. On their face, the issues raised have been addressed and do not constitute grounds for relief in this case under this motion. They have been decided. If Mr. Charpia has evidence of fraud upon the court, he must raise it and present his proof in the independent action.

THEREFORE, IT IS ORDERED that the motion is administratively dismissed.

AND IT IS SO ORDERED.

[Electronic signature follows on separate page.]



Dorchester Common Pleas

Case Caption: Rene McMasters VS H Wayne Charpia , defendant, et al
Case Number: 2009CP1802200
Type: Order/Dismissal

Circuit Judge (Code #2050)

s/ William P. Keesley

Electronically signed on 2022-05-27 17:00:21 page 6 of 6

ELECTRONICALLY FILED - 2022 May 31 12:36 PM - DORCHESTER - COMMON PLEAS - CASE#2009CP1802200

32

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 RENE MCMASTERS now known)
 as RENE MCMASTERS)
 RONAGHAN)
)
 Plaintiff,)
)
)
)
 H. WAYNE CHARPIA a/k/a)
 HOWARD W. CHARPIA)
 and JODY E. CHARPIA)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 FIRST JUDICIAL CIRCUIT
 CASE NO.: 2009-CP-18-2200

ORDER OF FORECLOSURE AND SALE

Christy Chapman
 CLERK OF COURT
 DORCHESTER COUNTY
 2012 NOV 27 AM 10:56
 CERTIFIED COPY

This action was brought by Rene McMasters, now known as Rene McMasters Ronaghan, against the Defendants for the purpose of foreclosing a judgment lien relative to real estate located in Dorchester County, South Carolina.

An Order Granting a Compulsory Order of Reference was issued by me on April 27, 2010 and filed in the Clerk's office on April 28, 2010. The Defendant, H. Wayne Charpia, appealed the Order Granting Compulsory Order of Reference to the Court of Appeals. By order filed on October 11, 2011, the Court of Appeals affirmed the Compulsory Order of Reference. Thereafter, the matter was referred to the Honorable Maite Murphy, Master-in-Equity for Dorchester County. By Order dated April 10, 2012, Maite Murphy recused herself from hearing this matter and the action was remanded to the Circuit Court.

The case came before me for trial on July 30, 2012 during a non jury term of court in St. George, SC.

13

33

Present at the hearing was the Plaintiff, Rene McMaster Ronaghan and her attorney. The Defendant, H. Wayne Charpia a/k/a Howard W. Charpia and Jody E. Charpia appeared Pro Se. After careful consideration of the testimony and evidence presented I find and conclude as follows:

FINDINGS AND FACTS

1. The Summons, Complaint and Lis Pendens were filed in the Clerk of Court's office for Dorchester County on August 10, 2009.
2. The Defendant, H. Wayne Charpia, was served with the Civil Action Coversheet, Summons, Complaint and Lis Pendens on August 20, 2009, as shown by the Affidavit of Service from the Dorchester Countys Sheriff's department filed herein on September 8, 2009. The Defendant, Jody E. Charpia, was served with the Civil Action Coversheet, Summons, Complaint and Lis Pendens on August 31, 2009, as shown by the Affidavit of Service from the Dorchester County's Sheriff's Office filed herein on September 8, 2009.
3. The Defendants timely filed their Answer on September 22, 2009.
4. The Defendants herein are not in the military service of the United States of America and, therefore, the Soldier's and Sailors Civil Relief Act of 1940, as amended, and Service Member Civil Relief Act of 2003 had no application in this matter.
5. The Administrative Order issued by the Honorable Jean H. Toal, Chief Justice of the Supreme Court of South Carolina, dated May 2, 2011, has no application to this action as it is not a mortgage foreclosure action but an action to foreclose a judgment lien.
6. On August 5, 2004, the Plaintiff secured and obtained a judgment against the Defendant, H. Wayne Charpia a/k/a Howard W. Charpia in the original sum of \$191,600.00.
7. The aforesaid judgment attaches to the following described property to wit:
ALL that piece, parcel or lot of land, together with the buildings and improvements

#3

34

on it, situated, lying and being in Dorchester County, South Carolina, Shown and designated as Lot 22-B, on a plat by Charleston Engineering, Co. dated April 21, 1958, entitled "Plat of Lot 22-B, Property of William A. Pouncey and Opal Pouncey, Dorchester County, S.C., Mario Louise Salisbury Subdivision," which is recorded in the office of the RMC for Dorchester County in Plat Cabinet A, slide 173. The Property has the location, dimensions, and butts and bounds shown on the plat. Lot 22-B being the southern half of Lot 22, which said Lot 22 is found on a plat made by Woodrow W. Leland, R.L.S. dated May 24, 1956, and recorded in the RMC Office for Dorchester County in Plat Book 11 at page 200.

SUBJECT to any covenants, conditions, restrictions, and easements now of record and to the lien of current year real property taxes.

TMS# 145-13-02-011.

8. The Defendants have made no payments to the Plaintiff towards satisfaction of the aforesaid judgment.
9. The aforesaid judgment bears interest at the rate of 12% per annum of and from August 5, 2004. Interest has accrued on the judgment in the amount of \$183,556.00 through July 30, 2012 and interest accrues thereafter at the per diem rate of \$62.99. The total amount of the outstanding judgment including principal and interest as of July 30, 2012 is \$375,156.00.
10. The Plaintiff's judgment is a first claim or lien upon the subject real property described in paragraph 7 above subject only to taxes and assessments.

CONCLUSIONS OF LAW

As of August 5, 2014
\$ 505,454.08

I, therefore conclude as follows:

1. That the Plaintiff should have judgment of foreclosure of her judgment lien attaching to the subject property described in the Complaint.
2. The Plaintiff is entitled to have the subject property sold at public auction after due advertisement.

It is, therefore

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[Signature]

AUGUST 5, 2014
\$ 505,484.⁰³
↓

ORDERED, ADJUDGED AND DECREED as follows:

1. That there is due on the Judgment held by the Plaintiff the total sum of \$375,156.00 through July 30, 2012, together with interest thereafter at the per diem rate of 62.99.
2. That on default of payment at or before the time herein indicated, the subject property described in the Complaint shall be sold by the Clerk of Court for Dorchester County, at public auction, at the front entrance of the Dorchester County Courthouse, 5200 East Jim Bilton Blvd., St. George, SC on the following terms, that is to say:

The sale shall be for cash, and the highest bidder shall be required to make a cash deposit of five (5%) percent of the bid as earnest money and as evidence of good faith, provided, however, the Plaintiff shall be entitled to apply the debt or any portion of the debt due her against her bid in lieu of cash. Should the person making the highest bid at the sale fail to comply with the terms of its bid by depositing the said five (5%) percent cash, then the property shall be sold at the risk of such bidder on the same sales date or some subsequent date as the Clerk of Court may find convenient and advantageous. Should the last and highest bidder fail to comply with the terms of its bid within thirty (30) days of the final acceptance of this bid, then the Clerk of Court shall readvertise and resell the property on the same terms on a subsequent date at the risk of such bidder. Persons submitting additional bids after the initial sale shall deposit five (5%) percent of the bids in cash as prescribed above. The Clerk of Court shall return all deposits except the deposit securing the highest bid.

3. That the Clerk of Court, by advertisement according to law, shall give notice of the time and place of such sale, and the terms thereof; that the Clerk of Court shall convey to the purchaser, or purchasers, a deed to the property sold; and that the Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the purchaser or purchasers, should fail to comply with the terms thereof, the Clerk of Court may advertise the said property for

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sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a compliance shall be secured.

4. That the Clerk of Court shall apply the proceeds of the sale as follows:

FIRST: To payment of the amount of costs and expenses of this action, including the costs of advertising the Notice of Sale.

NEXT: To the payment to the Plaintiff or her attorney the amount of Plaintiff's total debt, as hereinabove set forth, or so much thereof as the purchase money will pay towards the same.

NEXT: Any surplus funds to be held subject to the further Order of this Court in accordance with the law and custom of this Court.

5. It is further ORDERED, ADJUDGED AND DECREED that upon the making of the sale of said property, as hereby ordered, and the execution and delivery to the purchaser of a deed to the premises, the said purchaser or purchasers be let into possession of the property on production of the deed; and the Sheriff of Dorchester County shall put the holder of the deed into possession of the property.

7. And it is further ORDERED, ADJUDGED AND DECREED that the parties hereto and all persons or entities whomsoever claiming under them, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the below described mortgaged property so sold, or any part thereof, saving and excepting the statutory right of The United States of America.

ALL that piece, parcel or lot of land, together with the buildings and improvements on it, situated, lying and being in Dorchester County, South Carolina, Shown and designated as Lot 22-B, on a plat by Charleston Engineering, Co. dated April 21, 1958, entitled "Plat of Lot 22-B, Property of William A. Pouncey and Opal Pouncey, Dorchester County, S.C., Mario Louise Salisbury Subdivision," which is recorded in the office

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~~37~~

of the RMC for Dorchester County in Plat Cabinet A, slide 173. The Property has the location, dimensions, and butts and bounds shown on the plat. Lot 22-B being the southern half of Lot 22, which said Lot 22 is found on a plat made by Woodrow W. Leland, R.L.S. dated May 24, 1956, and recorded in the RMC Office for Dorchester County in Plat Book 11 at page 200.

SUBJECT to any covenants, conditions, restrictions, and easements now of record and to the lien of current year real property taxes.

TMS# 145-13-02-011

AND IT IS SO ORDERED!



Edgar Warren Dickson
Circuit Court Judge of First Judicial Circuit

Orangeburg, South Carolina
October 29, 2012.

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38

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
IN THE COURT OF COMMON PLEAS
RENE' MCMASTERS

JUDGMENT IN A CIVIL CASE
2002CP1800932

CHARPIA RESIDENTIAL, LLC
AND HOWARD W. CHARPIA, IND.

PLAINTIFF(S)

DEFENDANT(S)

CHECK ONE

- ~~XXXX~~ JURY VERDICT. THIS ACTION CAME BEFORE THE COURT FOR A TRIAL BY JURY. THE ISSUES HAVE BEEN TRIED AND A VERDICT RENDERED.
- DECISION BY THE COURT. THIS ACTION CAME TO TRIAL OR HEARING BEFORE THE COURT. THE ISSUES HAVE BEEN TRIED OR HEARD AND A DECISION RENDERED.
- ACTION DISMISSED (CHECK REASON): () RULE 12b, SCRPC; () RULE 41a SCRPC (VOL NONSUIT); () RULE 43k, SCRPC (SETTLED) () OTHER
- ACTION STRICKEN (CHECK REASON): () RULE 40(j) SCRPC; () BANKRUPTCY () BINDING ARBITRATION, SUBJECT TO RIGHT TO RESTORE TO CONFIRM VACATE OR MODIFY ARBITRATION AWARD; () OTHER _____

IT IS ORDERED AND ADJUDGED: () See Attached order; () Statement of Judgment by the court. WE THE JURY FIND FOR THE PLF. AGAINST THE DEFENDANT FOR BREACH OF CONTRACT IN THE AMOUNT OF \$3,400.00 ACTUAL DAMAGES, IMPLIED WARRANTY OF HABITABILITY IN THE AMOUNT OF \$100.00, AND NEGLIGENCE IN THE AMOUNT OF \$188,100.00.

DATED AT ST. GEORGE, S.C. THIS 4TH DAY OF AUGUST, 2004.


HON. ROGER M. YOUNG
PRESIDING JUDGE

THIS JUDGMENT WAS ENTERED ON THE 5TH DAY OF AUGUST, 2004
AND A COPY WAS MAILED FIRST CLASS THIS 5TH DAY OF AUGUST
2004 TO ATTORNEY OF RECORD OR TO PARTIES WHEN APPEARING PRO SE
AS FOLLOWS:
FRANK CISA

WAYNE CHARPIA, PRO SE

2004 AUG -5 PM 9:14
CERTIFIED COPY
CLERK OF COURTS
DORCHESTER COUNTY

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**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Rene McMasters now known as Rene McMasters
Ronaghan, Respondent,

v.

H. Wayne Charpia a/k/a Howard W. Charpia and Jody E.
Charpia, Appellants.

Appellate Case No. 2013-002311

Appeal From Dorchester County
Edgar W. Dickson, Circuit Court Judge

Unpublished Opinion No. 2016-UP-423
Submitted September 1, 2016 – Filed October 5, 2016

AFFIRMED

Howard W. Charpia and Jody E. Charpia, of
Summerville, pro se.

Frank M. Cisa, of The Law Firm of Cisa & Dodds, LLP,
of Mt. Pleasant, for Respondent.

PER CURIAM: Howard W. Charpia and Jody E. Charpia (the Charpias) appeal the denial of their motions to reconsider the granting of a foreclosure of a judgment lien and to vacate or void the compulsory order of reference. The Charpias argue

(1) the judgment underlying the foreclosure is void because ten years has expired without execution of the judgment and (2) the circuit court lacked jurisdiction and violated the Due Process Clause because the Charpias were not properly notified of the hearings. We affirm.¹

1. We find the judgment underlying the foreclosure was not void because Rene McMasters Ronaghan sought to enforce it within the ten-year statutory period. See S.C. Code Ann. § 15-39-30 (2005) ("Executions may issue upon final judgments or decrees at any time within ten years from the date of the original entry thereof and shall have active energy during such period, without any renewal or renewals thereof"); *Linda Mc Co., Inc. v. Shore*, 390 S.C. 543, 554, 703 S.E.2d 499, 505 (2010) ("[W]hen a party has complied with the applicable statutes . . . and is merely waiting on a court's order regarding execution and levy, the ten[-]year limitation found in section 15-39-30 is extended to when the court finally issues an order."); *id.* at 555, 703 S.E.2d at 505 ("[I]f a party takes action to enforce a judgment within the ten-year statutory period of active energy, the resulting order will be effective even if issued after the ten-year period has expired.").

2. We find the circuit court properly exercised jurisdiction. See *Milgroom v. McDaniel*, 308 S.C. 5, 8-9, 416 S.E.2d 626, 627-28 (1992) (finding the master-in-equity properly returned the matter to the circuit court because of a potential conflict and the circuit court "reached [its] own findings only after conducting an independent hearing and review of the record"). Additionally, the circuit court did not violate the Charpias' due process rights. Although the Charpias were not properly notified of the January 9, 2013 hearing, the circuit court had already held a July 30, 2012 hearing on the foreclosure action that the Charpias attended, and it issued a thorough order granting foreclosure. See *Murdock v. Murdock*, 338 S.C. 322, 334, 526 S.E.2d 241, 248 (Ct. App. 1999) ("It is a fundamental doctrine of the law that a party whose personal rights are to be affected by a personal judgment must have *a day in court, or opportunity to be heard*, and that without due notice and opportunity to be heard a court has no jurisdiction to adjudicate such personal rights." (emphasis added) (quoting *Webster v. Clanton*, 259 S.C. 387, 391, 192 S.E.2d 214, 216 (1972))). Further, the January 9, 2013 hearing consisted primarily of discussion about whether the Charpias received notice, and the circuit court's order did not indicate it considered anything presented at the hearing. Thus, we find the circuit court did not err in denying the Charpias' motion to reconsider. See Rule 59(f), SCRPC ("The motion [to alter or amend the judgment] may in the

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.

discretion of the court be determined on briefs filed by the parties without oral argument.").

AFFIRMED.

WILLIAMS, THOMAS, and GEATHERS, JJ., concur.

The Supreme Court of South Carolina

Rene McMasters now known as Rene McMasters
Ronaghan, Respondent,

RECEIVED

FEB 09 2017

v.

H. Wayne Charpia a/k/a Howard W. Charpia and Jody E.
Charpia,

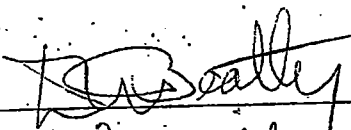
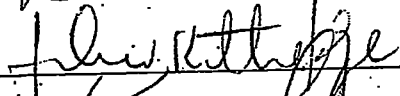
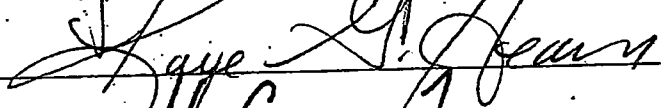
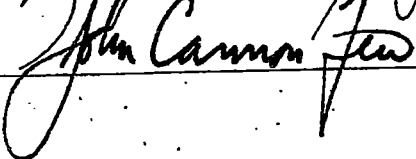
SC Court of Appeals

Of Whom Howard W. Charpia is Petitioner.

Appellate Case No. 2016-002522
Lower Court Case No. 2009-CP-18-02200

ORDER

This matter was dismissed because the petition for a writ of certiorari and appendix did not comply with Rule 242, SCACR. Petitioner moves to reinstate the matter and has filed a corrected petition and appendix. The motion to reinstate is granted and the amended petition and appendix are accepted as filed. The amended petition for a writ of certiorari is denied.

	_____	C.J.
	_____	J.
	_____	J.
	_____	J.

Columbia, South Carolina

February 8, 2017

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cc:

Frank M. Cisa, Esquire

Howard W. Charpia

Jody E. Charpia

The Honorable Jenny Abbott Kitchings

The Honorable Cheryl L. Graham

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STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)
Howard W. Charpia,)
Plaintiff,)
vs.)
Frank M. Cisa; Cisa & Dodds, LLP; Rene)
McMasters; Green Wave Alum, LLC; Jahnz)
Ave, LLC; Glen A. Salsman; Alan)
Schweickhardt; Applied Building Sciences,)
Inc.; and Claude L. Soles,)
Defendants.)

IN THE COURT OF COMMON PLEAS
THE FIRST JUDICIAL CIRCUIT
C.A. NO.: 2021-CP-18-01390
**ORDER GRANTING SUMMARY
JUDGMENT ON PLAINTIFF'S CLAIMS
AGAINST DEFENDANT RENE
MCMASTERS**

This matter is before the Court on the motion for summary judgment filed by Defendant, Rene McMasters ("the Defendant"). This motion ("the Motion") seeks dismissal of Plaintiff's claims against the Defendant on grounds that the claims are barred by *res judicata* because Plaintiff's claims against her have been previously adjudicated on multiple occasions.

The Court conducted a hearing on the Motion on November 3, 2021, at which hearing counsel for The Defendant appeared and made oral argument. Plaintiff appeared *pro se*.

After careful review of the pleadings, the materials submitted for the hearing by the parties, the applicable law and arguments of counsel, the Court finds that Plaintiff's causes of action against The Defendant have been previously adjudicated and are thus barred by *res judicata*.

I. Background

Plaintiff's claims stem from two cases. The first was Case No. 2002-CP-18-00932, a construction defect case, brought by the Defendant, Rene McMasters, against the Plaintiff, Howard W. Charpia. The jury found against Mr. Charpia and the court entered judgment against him. The second case was Case No. 2009-CP-18-2200, a foreclosure case, brought by the Defendant, Rene McMasters. The Court issued an Order of Foreclosure and Sale and Howard W. Charpia's home

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was sold at public auction.

Plaintiff first filed suit against the Defendant in 2006, Case No. 2006-CP-18-1360, asserting claims for Perjury, Fraud, Intrinsic Fraud, and Candor Toward the Tribunal. The Court dismissed all of Plaintiff's claims against the Defendant with prejudice.

Plaintiff filed a second suit again against the Defendant in 2007, Case No. 2007-CP-18-1300, asserting claims for Fraud, Conspiracy, and Spoliation of Evidence. The Court dismissed all of Plaintiff's claims against the Defendant with prejudice.

Plaintiff filed a third suit against the Defendant in 2011, Case # 2:11-cv-3040-RMG-BHH, asserting claims for Civil Conspiracy, Negligence, Violation of Equal Protection, Fraud, Deprivation of Rights, and Collusion. The Court dismissed all of Plaintiff's claims against the Defendant with prejudice.

Plaintiff filed a fourth suit against the Defendant in 2015, Case No. 2015-CP-18-1891, asserting claims for Breach of Contract, Negligent Misrepresentation, Intentional Infliction of Emotional Distress, Malicious Prosecution, and Fraud. The Court dismissed all of Plaintiff's claims against the Defendant by order filed March 2, 2017 which was not appealed.

Plaintiff filed suit a fifth suit against the Defendant in 2017, Case No. 2017-CP-18-1493, asserting claims for Slander of Title and Malicious Use of Process. The Court dismissed all of Plaintiff's claims against the Defendants with prejudice.

In the present case, Plaintiff has named the Defendant and asserted claims of Fraud Upon the Court, Conspiracy, Slander of Title, Malicious Use of Process, and Extortion.

The Court has taken judicial notice of the filings in these civil actions as the basis for summary judgment.

II. Legal Standard

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Rule 56(c) of the South Carolina Rules of Civil Procedure provides that summary judgment “shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts. *Moriarty v. Garden Sanctuary Church of God*, 341 S.C. 320, 534 S.E.2d 672 (2000). However, when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. *BPS, Inc. v. Worthy*, 362 S.C. 319, 326, 608 S.E.2d 155, 159 (Ct. App. 2005).

III. Discussion

“Res judicata bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between those parties.” *Plum Creek Development Co., Inc. v. City of Conway*, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (1999) (citing *Sub-Zero Freezer Co. v. R.J. Clarkson Co.*, 308 S.C. 188, 417 S.E.2d 569 (1992)).

“Under the doctrine of res judicata, “ a litigant is barred from raising any issues which were adjudicated in the former suit and any issue which might have been raised in the former suit” *Plum Creek Development Co., Inc. v. City of Conway*, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (1999) (citing *Hilton Head Center of South Carolina, Inc. v. Public Service Comm’n of South Carolina*, 294 S.C. 9, 11, 362 S. E. 2d 176,177 (1987)).

To establish res judicata, the defendant must prove the following three elements: (1) identity of the parties; (2) identity of the subject matter; and (3) adjudication of the issue in the former suit. *Riedman Corp. v. Greenville Steel Structures, Inc.*, 308 S.C. 467, 419 S.E.2d 217 (1992); *Sealy v. Dodge*, 289 S.C. 543, 347 S.E.2d 504 (1986).

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The present case is the sixth time that the Plaintiff has sued Rene McMasters based on the construction defect case, Case No. 2002-CP-18-00932 and/or the foreclosure case, Case No. 2009-CP-18-2200. All of the prior suits were dismissed with prejudice except case No. 2015-CP-18-1891 which was dismissed by order filed March 2, 2017 which was not appealed. As Plaintiff has previously named The Defendant, Rene McMasters, in five prior suits stemming from the same subject matter, and all claims asserted or which could have been asserted arising out of that subject matter were adjudicated on multiple occasions in the former suits, *res judicata* bars Plaintiff from to re-litigating these issues.

IV. Conclusion

For the foregoing reasons, the Court **GRANTS** summary judgment to Rene McMasters on all of Plaintiff's causes of action against her, because *res judicata* bars those claims. The Plaintiff's Complaint is dismissed as to the Defendant with prejudice. The Counterclaim of the Defendant remains pending.

IT IS SO ORDERED.

END OF ORDER

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

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Dorchester Common Pleas

Case Caption: Howard W Charpia VS Frank M Cisa , defendant, et al
Case Number: 2021CP1801390
Type: Order/Summary Judgment

So Ordered

s/ Edgar W. Dickson #2153

Electronically signed on 2021-11-23 10:22:13 page 5 of 5

ELECTRONICALLY FILED - 2021 Nov 23 12:37 PM - DORCHESTER - COMMON PLEAS - CASE#2021CP1801390

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 RENE MCMASTERS now known)
 as RENE MCMASTERS)
 RONAGHAN)
)
 Plaintiff,)
)
)
)
 H. WAYNE CHARPIA a/k/a)
 HOWARD W. CHARPIA)
 and JODY E. CHARPIA)
)
 Defendants.)
)
 _____)

IN THE COURT OF COMMON PLEAS
 FIRST JUDICIAL CIRCUIT
 CASE NO.:

2009-C.P.B-2200

COMPLAINT
 (Foreclosure)
 (Non-Jury)

2009 AUG 10 PM 4:08
 CLERK OF COURT
 DORCHESTER COUNTY

The Plaintiff, above-named, complaining of the Defendants, above-named, would respectfully show unto this honorable Court as follows:

1. The Plaintiff, Rene McMasters, is now known as Rene McMasters Ronaghan.
2. The Plaintiff is a citizen and resident of the State of Georgia.
3. The Defendant H. Wayne Charpia a/k/a Howard W. Charpia is a citizen and resident of the County of Dorchester, State of South Carolina.
4. That the Defendant, Jody E. Charpia is a citizen and resident of the County of Dorchester, State of South Carolina.
5. That this is an action for the foreclosure of judgment lien attaching to certain real estate in the County of Dorchester, State of South Carolina.
6. That some interest in the real estate, which is the subject of this action may be claimed by the Defendants herein.

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7. The Defendants herein are not in the military service of the United States of America and thus, the "Soldiers and Sailors Civil Relief Act of 1940" as amended has no application in this matter

8. On August 5, 2004, the Plaintiff secured and obtained a judgment against the Defendant, H. Wayne Charpia a/k/a Howard W. Charpia in the original sum of \$191,600.00, a copy of said judgment is attached hereto as Exhibit "A" and incorporated herein by express reference. Hereinafter referred to as the "judgment".

9. The judgment attaches to the following described property to wit:

ALL that piece, parcel or lot of land, together with the buildings and improvements on it, situated, lying and being in Dorchester County, South Carolina, Shown and designated as Lot 22-B, on a plat by Charleston Engineering, Co. dated April 21, 1958, entitled "Plat of Lot 22-B, Property of William A. Pouncey and Opal Pouncey, Dorchester County, S.C., Mario Louise Salisbury Subdivision," which is recorded in the office of the RMC for Dorchester County in Plat Cabinet A, slide 173. The Property has the location, dimensions, and butts and bounds shown on the plat. Lot 22-B being the southern half of Lot 22, which said Lot 22 is found on a plat made by Woodrow W. Leland, R.L.S. dated May 24, 1956, and recorded in the RMC Office for Dorchester County in Plat Book 11 at page 200.

SUBJECT to any covenants, conditions, restrictions, and easements now of record and to the lien of current year real property taxes.

TMS# 145-13-02-011

10. The aforesaid judgment bears interest at the 12% per annum of and from August 5, 2004.

11. The total interest owed on the aforesaid judgment through August 3, 2009 is \$114,834.01 and interest runs thereafter at the per diem rate of \$62.99.

12. That the total pay off of the judgment including principal and interest as of August

3, 2009 is \$306,434.01.

13. That all person(s) having an interest or lien or possible claim upon the subject property as of today and the filing of the Lis Pendens have been made Defendants herein.

14. That in the event the Plaintiff is forced to pay sums for delinquent real property taxes those sums according to the terms of the statute should be added to the amount of the debt.

15. The Defendant Jody E. Charpia may claim some interest in the real property sought to be foreclosed herein or some part thereof, but that such interest or lien is subsequent to the lien of the Plaintiff's judgment; said interest is of record in the ~~RMC Office for Dorchester County~~ relative to the deed of a one-half (1/2) interest in the real property sought to be foreclosed by deed from H. Wayne Charpia to Jody E. Charpia dated December 29, 2008 and recorded on December 29, 2008 in the Dorchester County RMC Office.

16. That the Plaintiff requests that the amount due upon the judgment held by the Plaintiff be ascertained and determined under the direction of this Court.

17. That the Plaintiff's judgment be declared a first claim or lien upon the subject real property subject only to taxes and assessment and the Plaintiff have judgment of foreclosure for the amount due and owing thereof together with any taxes that may be due and the costs of this action.

18. That the property be sold at the direction of the Court; the equity of redemption be barred and the proceeds of sale should be applied to the costs and expenses of

this action and sale; to the satisfaction and payment and discharge of any amount due on the Plaintiff's judgment including taxes paid with any surplus, if any, to be distributed according to law.

19. For an Order directing the Sheriff of Dorchester County of South Carolina to place the successful purchaser at said foreclosure sale in possession of the property herein above described should the same become necessary.
20. For the appointment of the receiver to collect rent and take charge of the subject property pending the outcome of this action.

WHEREFORE, the Plaintiff prays as follows:

1. That the amount due upon the said judgment held by the Plaintiff by ascertained and determined under the direction of this Court together with the costs of this action;
2. that the Plaintiff's judgment be declared to be the valid first lien against the real property, subject only to taxes and assessments and the Plaintiff have judgment of foreclosure for the amount found to be due and owing together with any taxes which may be due and the costs of this action;
3. that the subject property be sold under the direction of this Court, the equity of redemption be barred and the proceeds of the sale be applied as follows:
 - a. First, to the costs and expenses of this action and sale;
 - b. Second, to the payment and discharge of the amount due on Plaintiff's judgment including taxes paid;
 - c. and third, any surplus, be distributed according to law;

MORTGAGE

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- d. for an Order directing the Sheriff of Dorchester County, South Carolina to place the successful purchaser of said foreclosure sale in the possession of the property here and above described;
- e. for reimbursement of all costs for inspecting and securing the property which may be incurred by the Plaintiff as a result of any delinquencies;
- f. for an Order appointing a receiver to collect rent and to take charge of the property which is the subject of this action pending this action and subsequent thereto;
- g. for such other and further relief that this Court deem just and proper.

CISA & DODDS, LLP



Frank M. Cisa
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530

Fax: (843) 881-5433

This 6th day of August, 2009
Mt. Pleasant, SC

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FILED-RECORDED

STATE OF SOUTH CAROLINA)
2021 AUG -4 PM 4:45)
CONTY OF DORCHESTER)

COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CASE # 2021-CP-18-1390

HOWARD W. CHARPIA ,)
Plaintiff)
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

vs.)

COMPLAINT

Jury Trial Demanded

FRANK M. CISA , CISA & DODDS LLP,)
RENE McMASTERS , GREEN WAVE)
ALUM LLC , JAHNZ AVE. LLC ,)
GLEN A. SALSMAN , ALAN J. SCHWEICKHARDT,)
APPLIED BUILDING SCIENCES , INC. ,)
CLAUDE L. SOLES)
Defendants,)

The PLAINTIFF , complaining will show the Court :

1. The Plaintiff is a resident of Dorchester County , South Carolina.
2. The Defendants engage have engaged in business in Dorchester County.
3. The Defendants are not in the military.
4. The failure to follow a statutory rule is negligence as a matter of law.
5. The Plaintiff has been damaged by the action of the Defendants.
6. The Defendants published a derogatory statement and/or documents against the Plaintiff that resulted in injury.
7. The Plaintiff suffered irreversible damage (s) from the actions of the Defendant.
8. The Defendants violated the Plaintiff's "due process" by their actions.
9. The Defendants conspired with persons known unknown that resulted in injury (s) to the Plaintiff.
10. The Plaintiff is entitled to actual , punitive, special and general damages as determined by the trier of fact.
11. That there is no "statute of limitations" when a party seeks to set aside a judgment due to "fraud upon the Court ".
12. The Plaintiff will show a doctrine of "unclean hands" by the Defendants that injured the Plaintiff and was prejudicial to his cause.
13. That this may be an independent action in equity for fraud.
14. That the Defendants used false testimony that damaged the Plaintiff.

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15. That the Defendants knew or should have known that said false testimony would harm the Plaintiff.
16. That relief for "fraud upon the Court" is not subject to the one year limit placed on relief under Rule 60 (b) (3) .
17. That the Defendants collaborated in a scheme to injure the Plaintiff.
18. That the Defendants suborned and did commit perjury that injured the Plaintiff.
19. That forgery of signature on a Court document is "fraud upon the Court" .

**FIRST A FIRST CAUSE OF ACTION
(Fraud Upon The Court)**

20. The Plaintiff reiterates the above.
21. There is no "statute of limitations" for extrinsic fraud upon the Court.
22. The Defendants hired "expert" witnesses to give false testimony which injured the Plaintiff.
23. Attorney Frank Cisa suborned perjury from Salsman and Schweickhardt which cause irreversible damage to the Plaintiff.
24. Rene McMasters submitted perjured testimony.
25. Carolina One Real Estate (then Prudential Real Estate) conspired with the defendants to harm and injure the Plaintiff.
26. The Defendants acted with intent to deceive and defraud the Court which injured the Plaintiff.
27. Salsman and Schweickhardt did offer false documents and testimony which caused irreversible damage to the Plaintiff.
28. Attorney Cisa suborned perjured testimony from Rene McMasters.
29. The Defendants conspired with persons known and unknown to harm and injure the Plaintiff.
30. Salsman offered/submitted *specific* testimony to alleged defects performed by the Plaintiff which became known to be false and did injure the Plaintiff.
31. Schweickhardt offered /submitted *specific* testimony to alleged defects performed by the Plaintiff which became known to be false and did injure the Plaintiff.
32. Attorney Cisa submitted a fraudulent affidavit to the Court .
33. The sufficiency of the evidence will may support the actions by the Defendants which harmed the Plaintiff.

FOR A SECOND CAUSE OF ACTION
(Conspiracy)

34. The Plaintiff reiterates the above.
35. The Defendants conspired with persons known and unknown to harm and injure the Plaintiff.
36. A civil conspiracy can occur when two or more people conspire to commit an act that is not criminal, but still unlawful, and the Plaintiff was injured by the act.
37. That two or more persons known and unknown conspired to accomplish an unlawful goal which harmed and injured the Plaintiff.
38. The Defendants intentionally committed harmful act (s) in furtherance of the conspiracy that caused irreversible damage to the Plaintiff.
39. That there was an agreement between the Defendants to conspire to harm and injure the Plaintiff.
40. The Plaintiff is entitled to special and punitive damages by said conspiracy.

FOR A THIRD CAUSE OF ACTION
(Slander of Title)

41. The Plaintiff reiterates the above.
42. The Defendants published derogatory statements and documents which harmed and injured the Plaintiff.
43. The Defendants published derogatory statements and documents about the Plaintiff's property which violated State law harming and injuring the Plaintiff.
44. The statements were untrue.
45. The Defendants knew or should have known the statements were untrue.
46. The statements were of a disparaging nature that could foreseeably impair the value of the property in the estimation of others.
47. The statements were made with malice.
48. The Plaintiff suffered irreversible damages.

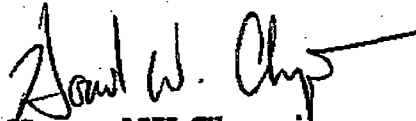
**FOR A FOURTH CAUSE OF ACTION
(Malicious Use of Process)**

49. The Plaintiff reiterates the above.
50. The Defendants have violated the Plaintiff's state statutory rights of "due Process" which has harmed and continues to harm the Plaintiff.
51. The Defendants have and continue to maliciously misuse the civil Court process that is not justified by the underlying legal action to harm and injure the Plaintiff.
52. By the actions of the Defendants , cognizable injury for the abuse of process was to harm and injure the Plaintiff.
53. The Defendants being the abuser of said process is and was interested only in accomplishing some improper purpose similar to the proper object of the process which harmed and injured the Plaintiff.
54. The Defendants intentionally deprived the Plaintiff of his property and his state statutory rights which caused irreversible damage to the Plaintiff.
55. The Defendants exercised coercion to obtain a collateral advantage that was not properly involved in the above proceedings.
56. Malice denotes that condition of mind manifested by intentionally doing a wrongful act without cause or excuse.
57. The Defendants have continued to violate the Plaintiff's statutory rights by avoiding the rules and laws of South Carolina which has caused irreversible damage to the Plaintiff.
58. The Defendants have filed fraudulent deeds and documents which deprived The Plaintiff of property and "due process".
59. The Plaintiff is now destitute by the actions of the Defendants which has caused irreversible damage to the Plaintiff.
60. The Defendants have committed "fraud upon the Court" which has injured and continues to harm injure the Plaintiff.
61. The Plaintiff is entitled to actual, punitive, special and general damages as determined by the trier of fact.

**FOR A FIFTH CAUSE OF ACTION
(Extortion)**

62. The Plaintiff reiterates the above.
63. The Defendants conspired to extort property and money from the Plaintiff by unlawful means which harm the reputation of the Plaintiff.
64. The Defendants malicious prosecution accompanied by knowledge of the falsity of the claim harmed and injured the Plaintiff.
65. The Defendants violated Court order(s) to perpetrate an injustice which harmed the Plaintiff and caused irreversible damages to the Plaintiff.
66. The Plaintiff is entitled to actual , special and punitive damages caused by The actions of the Defendants.

Wherefore , the Plaintiff prays that he has his day in Court to be heard on the facts and complaint above. The Plaintiff prays for all damages determined by the trier of fact and the laws / statutes of South Carolina .


Howard W. Charpia
106 Axtell Drive
Summerville, SC 29485

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STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
HOWARD W. CHARPIA)
)
Plaintiff,)
)
vs.)
)
FRANK M.CISA, CISA & DODDS,)
LLP, RENE McMASTERS,)
GREENWAVE ALUM, LLC,)
JAHNZ AVENUE, LLC, GLENN)
A. SALSAMAN, ALAN J.)
SCHWEICKHARDT, APPLIED)
BUILDING SCIENCES, INC.,)
CLAUDE L. SOLES,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CASE NO.: 2021-CP-18-01390

THE DEFENDANT, RENE McMASTERS',
formerly known as RENE McMASTERS
RONAGHAN, MOTION FOR SUMMARY

PLEASE TAKE NOTICE, that the Defendant, Rene McMasters, by and through her undersigned attorney, will move before this Honorable Court at a date and time to be set by the Clerk of Court's office for Summary Judgment as to the Plaintiff's claims as there are no material questions of fact and that the Defendant is entitled to judgment as a matter of law.

The grounds for this motion are that the Plaintiff's causes of action are barred by the doctrines of Collateral Estoppel and Res Judicata as the Plaintiff has previously sued the Defendant, RENE McMasters, formerly know as Rene McMasters Ronaghan, on five (5) prior occasions relative to the matters raised in this action and matters which could have been raised in the prior actions.

In addition, the Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action.

This motion is made pursuant to Rule 56 SCRPC, Rule 12(b)(6), Rule 11 SCRPC, S.C. Code Ann. Section 15-36-10 and the case law of the State of South Carolina.

Attached to this motion are copies of Complaints and Orders of Dismissal in case numbers 2006-CP-18-1360 (Exhibits 1 and 2); case number 2007-CP-18-1300 (Exhibits 3 and 4); Civil Action No.: 2:11-cv-3040-RMG (Exhibits 5 and 6); case number 2015-CP-18-1891 (Exhibits 7 and 8); and case number 2017-CP-18-1493(Exhibits 9 and 10). All of these cases were dismissed with prejudice except case number 2015-CP-18-1891 which was dismissed by order filed March 2, 2017 which was not appealed.

The Defendant will further move for an award of sanctions under S.C. Code Ann. Section 15-36-10 and Rule 11 SCRPC, including, but not limited to, an award of fees and expenses incurred in defending this civil action, and for an order under S.C. Code Ann. Section 15-36-10(G)(3) enjoining Plaintiff from filing similar actions against this Defendant including, but not limited to any actions that relate in any way to case no. 2002-CP-18-00932 , the construction defect case, and case no. 2009-CP-18-02200, the foreclosure case.

Please be present to defend if so minded.

CISA & DODD, LLP

s/Frank M. Cisa
Frank M. Cisa (S. C. Bar 1237)
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
frank@cisadodds.com
(843) 442-3353

Fax: (843) 881-5433
Attorney for Defendant Rene McMasters

This 17th day of September, 2007
Mt. Pleasant, SC

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 RENE McMASTERS)
 Plaintiff,)
 vs.)
 HOWARD W. CHARPIA , et al)
 Defendants,)

COMMON PLEAS
 FIRST JUDICIAL CIRCUIT
 CASE # 2009-CP-18-2200

MOTION TO SET ASIDE SALE
 VOID and SET ASIDE JUDGMENT

2021 OCT 24 PM 2:44
 CLERK OF COURT
 DORCHESTER COUNTY
 SOUTH CAROLINA

I, Howard W. Charpia , will move before this Court for a notice and an opportunity to be heard within 10 days or sooner for an Order to "Vacate the Sale and Void the Judgment in the above named case. I include as an argument and potential ancillary case # 2002-CP-18-932 , i.e. judgment was rendered in this case.

I make this motion under within "fraud upon the Court", and it is no longer equitable that the judgment shall have prospective application, and Rule 60 SCRPC, and an independent action in equity for fraud.

Defendants argument (s) and will show that:

1. The Plaintiff violated a Court order to "obtain" Counsel.
2. The Plaintiff's attorney concealed documents that were are material to the above-named case and motion.
3. The fabrication of evidence by which an attorney is implicated will constitute "fraud upon the Court".
4. There is no "statute of limitations" when a party seeks to set aside a judgment due to "fraud upon the Court".
5. There is no statute , rule or regulation to "foreclose on a judgment lien" in the State of South Carolina , i.e. SC Code 15-39-30 shall be followed to satisfy a judgment.

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6. That the judgment rendered was against Charpia Residentials LLC and Howard W. Charpia, case # 2002-CP-18-932.
7. That the plaintiff's attorney suborned perjury to obtain said judgment which constitutes "fraud upon the Court".
8. Attorney Cisa violated his ethical obligation pursuant to 3.3 (a)(1)(3), Candor to the Tribunal, i.e. not taking remedial measures to correct said false statements and suborning perjured testimony.
9. That Rule 59, SCRCF were violated on numerous occasions, i.e. the trial judge shall retain jurisdiction.
10. That Attorney Cisa submitted a fraudulent "affidavit" on August 1, 2017 to the Court and Dorchester County.
11. That Dorchester County and Attorney Cisa did conspire to injure the Defendant before the sale of August 1, 2017.
12. The sale price on August 1, 2017 shall "shock the conscience" of the Court.
13. McMasters lied to the Court at said trial in August 2004, i.e. she would have to "disclose" all defects for the home to a potential buyer by law, McMasters did not disclose to buyers in 2005 about defects.
14. Cisa submitted affidavit on August 1, 2017 stating "fair market value" was \$ 59,100.00, then buying said property in 2021 for \$ 100,000.00.
15. Judge Dickson "abused his discretion" on July 30, 2012 by conducting a hearing as the Court violated Charpia's due process, i.e. Charpia was not properly notified of said hearing.
16. Attorney Cisa never filed a "Motion for a Foreclosure" hearing nor paid the required filing fee (s) to the Court or County. (letter dated 9-16-2015) thus violating the SCRCF.

The Defendant, Howard W. Charpia prays that this Court honor his Constitutional right of "due process", i.e. notice, a hearing, an opportunity to be heard and present evidence, a right to cross-examine and a decision by the Court that are findings of fact and conclusions of law.


Howard W. Charpia

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MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #:	2017020324	Return To:	FRANK CISA
Receipt Number:	29480		
Recorded As:	DEED		
Recorded On:	August 01, 2017		
Recorded At:	12:02:44 PM	Received From:	FRANK CISA
Recorded By:	NW	Parties:	
Book/Page:	RB 10927: 35 - 39		Direct- CHARPIA, JODY E
Total Pages:	5		Indirect- GREEN WAVE ALUM LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$10.00	RECEIVED
Consideration:	\$59,100.00	2017 AUG -07 PM 01:33
County Tax:	\$65.45	DORCHESTER CO ASSESSORS OFFICE
State Tax:	\$154.70	RECEIVED 07th Day
Tax Charge:	\$220.15	of AUGUST 2017
		JAMES MESSERVY, JR
		Auditor Dorchester County SC



Margaret Bailey

Margaret Bailey - Register of Deeds

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FILED/RECORDED
August 3, 2017
DORCHESTER COUNTY
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)
) DEED BY CLERK OF COURT
COUNTY OF DORCHESTER) UNDER COURT ORDER

I, Cheryl Graham, as Clerk of Court for Dorchester County, in the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Dorchester County between Rene McMasters now known as Rene McMasters Ronaghan, as Plaintiff and H. Wayne Charpia a/k/a Howard W. Charpia and Jody E. Charpia, as Defendant(s), by an Order filed on November 27, 2012, it was decreed that the property hereinafter described should be sold by the Clerk of Court for Dorchester County on the terms and for the purposes mentioned in the Order(s) granted in the case (see Case No. 2009-CP-18-02200),

NOW THEREFORE KNOW ALL MEN, that I, the undersigned, as Clerk of Court for Dorchester County, pursuant to the foregoing and in consideration of the sum of FIFTY-NINE THOUSAND AND ONE HUNDRED (\$ 59,100.⁰⁰/₁₀₀) Dollars as paid by the hereinafter named grantee, the undersigned hereby, acknowledged, have granted, bargained, sold and released, and by these presents do grant and release the following described property unto the grantee: Green Wave Alum, LLC:

ALL that piece, parcel or lot of land, together with the buildings and improvements on it, situated, lying, and being in Dorchester County, South Carolina, shown and designated as Lot 22-b, on a plat by Charleston Engineering and Surveying Company, Inc., titled "Plat of Lot 22-B, Property of William A. Pouncey and Carol E. Pouncey, Dorchester County, S.C., Mario Louise Salisbury Subdivision," which is recorded in the office of the RMC for Dorchester County in Plat Cabinet A, Slide 173. The Property has the location, dimensions, and butts and bounds shown on the Plat. Lot 22-B being the southern half of Lot 22, which said Lot 22 is found on a Plat made by Woodrow W. Leland, R.L.S. dated May 24, 1900, and recorded in the ROD Office for Dorchester County in Plat Book 11 at page 200.

SUBJECT to any covenants, conditions, restrictions, and easements now of record and to the lien of current year real property taxes.

BEING the same property conveyed to H. Wayne Charpia, by deed of H. Wayne Charpia dated November 12, 2008, and recorded November 14, 2008, in the ROD Office for Dorchester County in Book 6859 at Page 226; an undivided one-half interest in said property having been conveyed to Jody E. Charpia by deed of H. Wayne Charpia dated December 29, 2008, and recorded December 29, 2008, in the ROD Office for Dorchester County in Book 6899 at Page 283; the remaining undivided one-half interest

dated April 20, 2012, and recorded May 1, 2012, in the ROD Office for Dorchester County in Book 8278 at Page 225; the interest of Jody E. Charpia having been

FRANK M. CISA
858 LOWCOUNTRY BLVD., SUITE 101
N.W. PLEASANT, S.C. 29464

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conveyed to Howard W. Charpia by deed dated March 7, 2017, and recorded March 9, 2017, in the ROD Office for Dorchester County in Book 10694 at Page 139.

TMS No. 145-13-02-011-000

Property address: 1450 Jahnz Avenue, Summerville, SC 29485

Grantee's address: 1591 Savannah Highway, Suite 201, Charleston, SC 29407

This property was sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

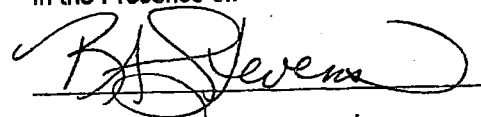

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;


DO HERE AND HEREBY give said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Clerk of Court for Dorchester County, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on the 1st day of August 2017.

FILED/RECORDED
August 1, 2017
DORCHESTER COUNTY
REGISTER OF DEEDS

SIGNED, SEALED AND DELIVERED
In the Presence of:


Cheryl Graham
As Clerk of Court
for Dorchester County

66

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of August 2017, by Cheryl Graham, as Clerk of Court for Dorchester County.

Teresa T. Wins
Notary Public for South Carolina

My Commission Expires: 10-25-2026

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STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER)

PERSONALLY appeared before me the undersigned, who being duly sworn disposes and says:

- I have read the information concerning the new exemption numbers (Senate Bill 564 - June 10, 1997), and I understand this information.
- The property being transferred is located at 1875 JAYNE AVE, SUMMERVILLE, SC 29985, bearing DORCHESTER COUNTY TAX MAP NUMBER 195-13-02-01⁰⁰, was transferred by STEPHENS-GRAHAM SCHE OF COURSE to GREEN HANE RUSTO, LLC on AUGUST 1, 2017.
- The deed is NOT EXEMPT from the deed recording fees, and the FAIR MARKET VALUE IS \$59,000.00 ✓
- The deed is exempt from the deed recording fee because (use new exemption number and explain reason for exemption):
EXEMPTION # _____ (See new exemption number on enclosed sheet) AND EXPLANATION FOR EXEMPTION _____
- As required by code section 12-24-70, I state I am a responsible person who was Connected with the transaction as: () grantor, () grantee, () attorney, () other (state connection) _____
- I understand that a person required to furnish this affidavit who willfully furnishes a false for fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand (\$1,000.00) or imprisoned for more than one year, or both.

Scott G.
Responsible Person Connected with Transaction (see #5)

SWORN to before me this 11
Day of AUGUST 2017
Thomas E. Blackwood
Notary Public for SC
My Commission Expires: 9-15-18
THOMAS E. BLACKWOOD

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