

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS
JUDGE WILLIAM KEESLEY

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

FINAL BRIEF

Attorney Frank Cisa
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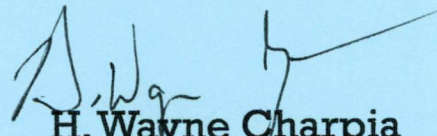

H. Wayne Charpia
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TABLE OF CONTENTS

Table of Authorities.....	ii
Statement of the Issues.....	1,2,3
Statement of the Case.....	3,4
Facts.....	4,5
Arguments.....	5,6
1. The Court did err in violating the Appellant’s “due process” by ruling upon his “motion to set Aside” without a Court hearing.	
2. The Court did err in violating Charpia’s “due process” by not Enforcing SC Code of Laws 33-44-303 (a) .	
3. The Court did err in not accepting said motion as an ”independent action” pursuant to SCRCF Rule 60 (b) , Fraud Upon the Court.	
4. The Court did err in it’s ruling for case # 2009-CP-18-2200 as said Case does not fall within under a rule , regulation or law in SC.	
5. The sale price did “shock the conscience” of the Court.	
6. The Court erred in not accepting Chewing v. Ford as precedence For “ fraud upon the Court”.	
Conclusion.....	6,7

TABLE OF AUTHORITIES

Chewning v. Ford , 354 S.C

Gordon v. Lancaster , 419 S.C. 48

SC Code of Laws 33-44-303 (a)

SCRCP 17 (a) , et al

Bloody Point Property Owners , Inc v. Ashton

Wells Fargo Bank v. Turner , 378 S.C 147

STATEMENT OF THE ISSUES

Judge Keelsey did not conduct an “in person” hearing as filed by Charpia’s “Motion to set Aside” and as stated by Keesley’s Form 4. This violated Charpia’s due process as afforded in the Constitution, i.e. notice , an opportunity to be heard and a decision by the Court.

Charpia’s judgment was rendered in case # 2002-CP-18-932 , not this case # 2009-CP-18-2200. (page 1) Thus violating SCRCP 17 (a) , “every action shall be prosecuted in the name of the real party of interest” , i.e. Charpia Residentials LLC and Howard W. Charpia (932); not said case # 2009-CP-18-2200 , Howard W. Charpia and Jody E. Charpia. (page 9)

Charpia’s “fraud upon the Court’s” motion was an independent action in equity” which not did seek monetary damages as in a “Court of Law”. (pages 19-24)

The Respondent references Wells Fargo v. Turner in their “Initial Brief “ i.e. “ the determination to set aside a foreclosure sale is a matter within the discretion of the trial Court . Attorney Cisa “set aside” the original sale of May 2009 by the Sheriff’s office without the Court’s discretion or intervention. (page10)

The sale price of \$ 59,100.00 in August 2017 does “shock the conscience of the Court”. (page 63) The judgment at the time of the sale on August 1, 2017 was approx.. \$ 884,000.00 , i.e. 10 years of active energy and 3 years the Court allowed Cisa to extend the judgment.

Charpia is not responsible pursuant to SC Code 33-44-303 (a) . (page 8)

There is no statute of limitations on “fraud upon the Court”. (page 4 Chewning v. Ford)

Attorney Cisa suborned perjury at said trial in August 2004.

(transcript pages 11-16) Witnesses testified \$190,000.00 in alleged defects , witness Salsman pulled a permit to fix said defects 5 months after trial for \$ 30,864.00. McMasters sold home in October 2005 for \$ 555,000.00.

STATEMENT OF THE CASE

Judgment was rendered in 2004 against Charpia Residentials LLC and Howard W. Charpia , case # 2002-CP-18-932. Judgment lost it's active energy in 2014 . (Gordon v. Lancaster , 419 S.C. 48 2018) (page 1 judgment)

Respondent's attorney and the Court fabricated a "foreclosure on a judgment lien" in 2009, case # 2009-CP-18-2200. Attorney Cisa never executed on said judgment within the 10 year active energy statute , i.e. SC Code 15-39-20 et al.

Attorney Cisa suborned perjury at said trial in 2004 which was "extrinsic". (pages 2-7 Chewning v. Ford)

Charpia's "due process" was violated as Judge Keesley nor the Court gave Charpia notice , an opportunity to be heard and a decision based on findings of fact or conclusions of law. A hearing was never held for Charpia to present his case on the merits. (Form 4 page 29 (a))

The sales price of \$ 59,100.00 did "shock the conscience" of the Court. Judgment was approx.. \$ 884,000.00 in August 2017 .
(pages 63-66)

FACTS

Judgment lost it's active energy in 2014 . The respondent and Attorney Cisa was not waiting on a Court order to execute on said judgment. Judge Williams in 2005 (Summary Judgment) signed an Order to execute on said property and Cisa did not file a "Writ of execution". (pages 38-40)

The respondent and Cisa received another Order in 2012 from Judge Dickson (pages 31-36) , foreclosure of a judgment lien and did not execute on said judgment.

Charpia's "due process" was violated again by Judge Early in July 2017 prohibiting Charpia or anyone on his behalf to bid at the sale on August 1, 2017. Denying him access to the Court .
(pages 17-18)

Case # 2021-CP-18-1390 was a case at law for monetary damages. Charpia's "Motion to Set Aside/Vacate" was an independent action in equity.

Cisa suborned perjury in August 2004 which was "extrinsic" fraud.
(pages 2-7 Chewning v. Ford)

ARGUMENTS

1. Judge Keesley did not allow Charpia his day in Court as Charpia filed his "Motion to Set Aside" and paid the required fee.
2. Howard W. Charpia and Jody E. Charpia (Defendants) are not the real parties of interest (case# 2009-CP-18-2200) pursuant to SCRCP 17 (a). Judgment was under Case# 2002-CP-18-932.
3. Attorney Cisa suborned perjury at said trial in 2004 . (transcript)

5.

4. There is no rule , regulation or law to “foreclose on a judgment lien”.

5. The sale price of \$ 59,100.00 shocks the conscience of the Court as the judgment on August 1, 2017 was approx. \$ 884,000.00.

CONCLUSION

No hearing was ever held by Judge Keesley per his Form 4 dated May 31, 2022 , thus violating the Appellant Charpia's due process.
(page 29 (a))

Said judgment was rendered against Charpia Residentials LLC and Howard W. Charpia in August 2004 not this case # 2009-CP-18-2200.
(page 1) (Rule 17 (a) SCRCF)

Judge Early violated Charpia's due process in July 2017 by prohibiting him or anyone on his behalf to bid at sale on August 1, 2017.
(page 17-18)

Attorney Cisa suborned perjury at said trial in August 2004. As little or no repairs were done per testimony of Cisa's witnesses.
(pages 11-16)

Cisa's high bid of \$ 59,100.00 shocked the conscience of the Court,
as the final judgment was approx.. \$ 884,000.00 .

Attorney Cisa cancelled the first sale by the Sheriff's office in May
2009 without a hearing , order nor the Court's intervention.
(page 10)

Suborned perjury is "extrinsic" and constitutes fraud upon the
Court. (Chewning v. Ford pages 2-7)



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