

The State of South Carolina
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas
Michael G. Nettles, Circuit Court Judge

Case No. 2018-CP-21-03238

No. 2019-000486

NATIONSTAR MORTGAGE, LLC
d/b/a MR. COOPER,

Respondent,

v.

BARBARA A. GIBBS and
MELVIN E. GIBBS,

Appellants

APPELLANTS' SUPPLEMENTAL BRIEF

Melvin E. Gibbs, Pro-se
Barbara A. Gibbs, Pro-se
3108 Hidden Falls Drive
Buford, GA 30519
843-610-0674

Appellants

Brian A. Calub, Esq.
McGuire Woods LLP
201 North Tryon Street, Suite 3000
Charlotte, NC 28202

Attorney for Respondent

June 16, 2020

1. Rather than filing their claim in Bankruptcy Court to enforce the “appealed” judgment of the lower court, Respondent filed the mortgage contract between Barbara Gibbs and Bank of America (BOA) as Respondent’s Proof of Claim in the Bankruptcy Court – divesting the lower court and this Court of any and all issues concerning said mortgage contract.¹

(A) Chief Judge Hagenau’s certification of the Bankruptcy Plan removes any and all authority from the Florence Court of Common Pleas to disturb CJ Hagenau’s ORDER. CJ Hagenau has full and complete authority over Barbara Gibbs’ Estate!

2. Chief Judge Hagenau’s certification of the Bankruptcy Plan and ORDER on the 16th day of October 2019 required Nationstar to provide proof that Nationstar in fact owned the mortgage note between Bank of America and Barbara A. Gibbs. During the past eight (8) months Respondent has refused and neglected to comply with CJ Hagenau’s ORDER.

a. Chief Judge Hagenau did not accept the one page BILL OF SALE offered by Respondent designed to induce fraud: a 1st year law student knows a contract requires an offer, acceptance and CONSIDERATION – missing in Respondent’s fraudulent document. **You cannot have a CONTRACT between Bank of America and Respondent without consideration!**

b. If Nationstar, AND NATIONSTAR DID NOT, had filed the foreclosure litigation and/or the Proof of Claim in the Bankruptcy Court as a 3rd Party – a different legal argument would be forthcoming. However, just as an attorney cannot file as a party-in-interest in order to shield his/her client, nor can a 3rd Party file without full disclosure as to “who” the REAL PARTY-IN-INTEREST IS! ***Nationstar does not have standing in this case!***

¹ This Court may take judicial notice a party cannot sue on the same contract in state court and federal court!

3. Chief Judge Hagenau's Certification of the Bankruptcy Plan ORDER: prevents any funds from being paid to Nationstar! ...and prevents the Florence Court of Common Pleas from awarding any moneys to Nationstar in violation of CJ Hagenau's ORDER.

a. ALTERNATIVELY, Appellant M. Gibbs holds a TENANCY-IN-COMMON with Appellant B. Gibbs, filed December 2006 more than seven (7) prior to Nationstar's alleged filing. M. Gibbs has an equity interest of \$400,000 that is superior to Respondent.... As Tenant-in-Common, M. Gibbs' interest has no legal connection to the one-half (1/2) interest held by B. Gibbs.

4. Chief Judge Hagenau's Certification of the Bankruptcy Plan ORDER required McGuire Woods to provide proof as to ownership of the mortgage note in question. But, did not make any provisions for McGuire Woods to replace: H. Guyton Murrell, Esq., SCOTT AND CORLEY, P.A., 2712 Middleburg Drive, Suite 200, Columbia, SC 29204 *in this Court*.

a. Because there is no legal authority for McGuire Woods to appear before this Court, any and all filings by McGuire Woods are null and void. Therefore, Respondent has failed and neglected to ANSWER OR OTHERWISE RESPOND!

5. Chief Judge Hagenau's Certification of the Bankruptcy Plan ORDER: prevents Respondent from withdrawing their criminal enterprise designed and implemented to commit Subornation of Perjury, to wit:

a. Respondent, under oath, certified to the lower court and this Court, Appellants didn't pay their mortgage for the months of July and August 2013 – Respondent's OWN RECORDS show the payments Appellants made July.

b. In spite of the uncontroverted evidence in the form of bank records submitted by Appellants – over the course of 7 years of litigation – Respondent has maintained the subornation

of perjury in this Court and the Bankruptcy Court.

c. Having “doubled down” on their Subornation of Perjury – the lower court and this Court having failed to address Subornation of Perjury – Respondent “tripled down” and certified Appellants did not pay mortgage for December 2011 in the Bankruptcy Court. Yet, Respondent’s POC contains Respondent’s business records proving Appellants paid the mortgage for December 2011 – an issue not raised in Respondent’s Foreclosure suit.

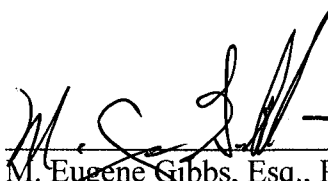
6. Appellants aver and incorporate by reference each and every paragraph of their Opposition to Respondent’s Supplemental Brief as if each paragraph was set forth verbatim.

VI. CONCLUSION

For seven (7) years Respondent has engaged in Subornation of Perjury to entangle the lower court in their criminal enterprise to steal \$200 million from Appellants, 2 million mortgagors and the Treasury Department; in violation of RICO. This Court must mitigate the damages caused by Respondent’s CRIMINAL ENTERPRISE!

WHEREFORE, Defendants pray this Honorable Court GRANTS all relief prayed for, and grant such other and further relief, at law and equity, general or special, to which Appellants have shown themselves justly entitled.

Respectfully Submitted,

 - *Barbara A. Gibbs*
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June 17, 2020
Buford, GA