

# Exhibit

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STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

COURT OF COMMON PLEAS NONJURY

ALAN G. NIX,  
  
PLAINTIFF,  
  
vs.  
  
CHURCHILL PARK AND CHURCHILL PARK  
HOMEOWNERS' ASSOCIATION INC.,  
  
DEFENDANTS.

TRANSCRIPT  
OF  
RECORD  
  
2020-CP-40-6054

November 2<sup>nd</sup>, 2022

B E F O R E  
THE HONORABLE GEORGE M. MCFADDIN, JR., Judge.

A P P E A R A N C E S :

ALAN G. NIX  
Pro Se  
  
MORGAN BRYANT  
ESQ.  
Attorney for the Defendant

**RECEIVED**  
MAY 03 2023  
SC Court of Appeals

Transcribed by Pamela E. Green, from  
WebEx Recording Only

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I N D E X

(WHEREUPON, there were no exhibits marked or testimony taken during this hearing.)

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P R O C E E D I N G S

THE COURT: Good morning, y'all.

We move now to Norma Nix versus Churchill Park, Churchill Park Homeowners' Association, and I see the Churchill Park defendant listed in three other cases also.

Are these all related cases or are they separate cases?

MS. BRYANT: Yes, Your Honor. Morgan Bryant for McCabe, Trotter & Beverly and, and we represent Churchill Park.

Yes, they're two Richland County cases that are pending. One today on today's roster. Tomorrow there's another matter. We have a motion to dismiss and a motion for sanctions in both cases, and the one pending today ending in I think it's 0645, we have a motion to set aside the entry of default.

THE COURT: Okay. So, so today I'm dealing with what docket number?

MS. BRYANT: Let's see. Zero---

THE COURT: 5255?

MS. BRYANT: It's 6054.

THE COURT: That's the only one today?

MS. BRYANT: Well, it looks like today, the roster hearing this morning, it looks like 5255 is on today but it's also on tomorrow's roster for the 3<sup>rd</sup>. So, it may of

1 been consolidated this morning.

2 THE COURT: Okay.

3 MS. BRYANT: We can do both. I think it would save,  
4 save some time. You won't have to hear the facts twice.

5 THE COURT: What about 5-4 -- well -- okay. All right.  
6 I see, I see 5255 and then the next three on the docket here  
7 are 6054. So, so this is two---

8 MS. BRYANT: That's correct.

9 THE COURT: ---two, two today, two cases?

10 MS. BRYANT: Yeah.

11 THE COURT: One with three motions in it?

12 MS. BRYANT: Yes.

13 THE COURT: Okay. All right. Are we all here now for  
14 the 5255 matter, which is -- can be consolidated into --  
15 with the one for tomorrow, right?

16 MS. BRYANT: Uh-huh.

17 THE COURT: Okay. So, does that suit everybody else  
18 here on this?

19 MS. BRYANT: Mr. Nix represents himself pro se, Judge  
20 McFaddin. I'm not sure if he's here.

21 THE COURT: Is -- Madison, what can you tell me?

22 (Pause.)

23 THE COURT: Okay. Mr. Nix, are you with us?

24 MR. NIX: Your Honor, this is Alan Nix.

25 THE COURT: Okay. Good. Good, Mr. Nix.

1 MR. NIX: Can you, can you hear me?

2 THE COURT: Yes, sir, I can now. I can now.

3 MR. NIX: Okay. Thank you. I was listening to the,  
4 the conversation. I think you could hear -- I could hear  
5 you and you couldn't hear me.

6 THE COURT: Right.

7 MR. NIX: So, my understanding is that 6054 was on the  
8 docket today and there, there -- the other case was  
9 tomorrow.

10 Is the -- is that, is that true?

11 THE COURT: Well, on the docket I'm holding for today  
12 I've got 5255 and then I've got 6054 three times today. So  
13 --.

14 MR. NIX: Was that -- are you -- that's, that's  
15 probably three different motions.

16 Is that correct?

17 THE COURT: 6054 has three motions, motion to dismiss  
18 and sanctions, motions for prejudgment interest, and motion  
19 to set aside default.

20 MR. NIX: So, so the notice I have is for 5255 tomorrow  
21 and I'm -- and there's some complexities with that case  
22 of -- from miss -- from an appeal prospective, which, which  
23 I believe needs---

24 THE COURT: Taking---

25 MR. NIX: ---to be left till tomorrow.

1 THE COURT: All right. Ma'am, do you have any  
2 objection to do -- doing that one tomorrow?

3 I'll be here anyway.

4 MS. BRYANT: I, I, I do object to that, Your Honor.  
5 It's the same parties. It's the same case. It's the same  
6 claims. You'll be hearing the facts twice. Mr. Nix has  
7 appealed a motion to dismiss a law firm from that lawsuit,  
8 my law firm, that had -- that, that appeal is dismissed.  
9 It's resolved. It has no bearing on this case. You're  
10 gonna hear it twice the same way.

11 MR. NIX: Ma'am, you're, you're giving me information I  
12 didn't know.

13 So, when, when was that -- I mean that was suppose to  
14 be restored based on the misunderstanding of the Clerk of  
15 Court's Office back in September.

16 MS. BRYANT: You'll have to take that up with the Court  
17 of Appeals, Mr. Nix. It was dismissed for your unauthorized  
18 practice of law. You can't represent Norma Nix as a  
19 deceased person and you can not represent the Estate of  
20 Norma Nix without a---

21 MR. NIX: And so---

22 MS. BRYANT: ---without a law license.

23 MR. NIX: And so, Your Honor, we, we need to leave that  
24 one till tomorrow cause, at, at a minimum, because I think  
25 there's some -- there's apparently some (indiscernible)

1 issues going on with that from an appeals prospective.

2 THE COURT: All right.

3 MR. NIX: So, there was a letter sent that clarified  
4 that for the Court of Appeals and I will have to take that  
5 up with them later today, if possible.

6 THE COURT: Okay. So, we'll do that one, if we do it  
7 at all, because I'm hearing about Court of Appeals and  
8 things like that. I'll ask y'all to please get that cleared  
9 up before tomorrow. So, 5255 is tentatively set for  
10 Thursday.

11 So that brings us to then 6054 three times, right?

12 MS. BRYANT: Yes, Your Honor.

13 THE COURT: Okay. I'm ready.

14 MS. BRYANT: If you---

15 MR. NIX: Your Honor?

16 MS. BRYANT: ---would like to take the motion to set  
17 aside default first, Your Honor.

18 THE COURT: All right.

19 MS. BRYANT: There's default entered against my client.  
20 So, we'll need to hear that matter to see if you'll  
21 entertain my motion to dismiss and motion for sanction.

22 THE COURT: All right. Mr. Nix, you were gonna say  
23 something.

24 MR. NIX: There was an a -- a, a motion filed on Friday  
25 asking for a continuance of this matter due to I did not

1 receive the, the motions until recently -- like last week  
2 actually. So, I have -- I'm at the courthouse this morning.  
3 I have exhibits that I was trying to file and pass or  
4 provide to the Court that explains a lot of this.

5 And so I was hoping to get that filed and provided to  
6 the Court for review prior to trying to have this hearing.  
7 I did all I could do in the last two days to try to get  
8 prepared for this.

9 So, if, if we do this today, please understand that  
10 there's exhibits that I can not go over with the Court and,  
11 and I, and I guess Ms. Trotter also doesn't have the  
12 exhibits or some of the exhibits.

13 THE COURT: Mr. Nix, are you---

14 MR. NIX: So, from---

15 THE COURT: Mr. Nix?

16 MR. NIX: ---from a---

17 THE COURT: Mr. Nix, are you a lawyer?

18 MR. NIX: No, sir, I'm not.

19 THE COURT: Okay. I mean I, I don't---

20 MS. BRYANT: Judge?

21 MR. NIX: But---

22 THE COURT: ---that, that way but --.

23 MR. NIX: Excuse me?

24 THE COURT: Go ahead, ma'am.

25 MS. BRYANT: Judge McFaddin, the, the reason he's

1 unable to file a motion to continue and the clerk won't  
2 accept it is because Judge Newman entered a gatekeeper order  
3 in this matter citing the 5255 matter as to all proceedings  
4 involving the foreclosure action, which he's complained of  
5 in both matters that are pending today and tomorrow. That's  
6 why they won't accept his pleadings.

7 I was not served with a motion to continue today and I  
8 would object to the motion to continue. These motions have  
9 been pending since February. Mr. Nix was at the roster --  
10 trial roster hearing with Judge Newman on October 24<sup>th</sup>.  
11 She told him to be prepared today for the motion to dismiss  
12 and motion for sanctions, a motion to set aside, and he  
13 also -- it's his motion for prejudgment lien and, and, and a  
14 receiver.

15 MR. NIX: So, that's not true. The -- I hand delivered  
16 the motion for continuance to 4500 Fort, Fort Jackson  
17 Boulevard on Friday afternoon and it is filed with the Court  
18 of Appeals -- or with the Clerk of Court as of Friday  
19 afternoon. So the -- so it is -- it -- the motion for  
20 continuance is pending. But specifically I, I guess we can  
21 try to do this without the exhibits to go over. That would  
22 make it very difficult to explain in detail some of the,  
23 some of the issues at hand here.

24 THE COURT: Mr. Nix, why have you not filed all these  
25 things before if this matter's been pending since February?

1 I'm just curious.

2 why?

3 MR. NIX: So, so, so actually the motion for  
4 continuance actually lays it out. I did not receive the,  
5 the, the motions or these, these other, other motions until  
6 I found them online last week after I, after I found out  
7 they were, they were filed at the, the roster hearing---

8 MS. BRYANT: I can explain, Judge McFaddin.

9 MR. NIX: That's actually -- that, that, that --.

10 MS. BRYANT: I can, I can explain.

11 These, these motions were filed in February. Mr. Nix  
12 has continuously refused to update his address with the  
13 Court. If you read the, the motion at all or, or the brief  
14 at all, it, it -- all of this derives from a foreclosure  
15 action that was resolved in 2017. Mr. Nix was evicted from  
16 that home in 2020. He continues to use that address for  
17 service. Mr. Nix has refused to update that address.

18 We -- although he's emailed with my law firm, my  
19 partners, on a daily, weekly basis, he refuses to  
20 acknowledge service of, of any documents for that reason.

21 MR. NIX: No, no, no. Actually that's not true. I  
22 actually do have---

23 THE COURT: Hold on.

24 MR. NIX: ---these copies of the---

25 THE COURT: Well, stop, stop, stop, stop, stop, stop.

1 This, this is not what I intended to walk into today.  
2 Mr. Nix, you filed your motion to continue these  
3 hearings when?

4 MR. NIX: Friday afternoon.

5 THE COURT: Did you serve it on counsel?

6 MR. NIX: I, I did. I served it on counsel on Friday  
7 afternoon.

8 THE COURT: Ma'am, did he?

9 MS. BRYANT: I don't, I don't have them, Your Honor.

10 MR. NIX: It was, it was taken to the law offices of  
11 the same address Friday afternoon.

12 THE COURT: Do you not have that, ma'am?

13 MS. BRYANT: No. Let me, let me email our, our  
14 receptionist to see.

15 MR. NIX: I personally handed it to them Friday  
16 afternoon.

17 MS. BRYANT: If Mr. Nix came into our office, they  
18 would of informed me, sir. There's a photo of him at the  
19 front desk. He's been asked not to come to our offices.

20 MR. NIX: When was -- when did that occur?

21 MS. BRYANT: Mr. Nix, it's been since 2018.

22 MR. NIX: Okay. So, so there's something from 2018  
23 where I'm not supposed to come to your office?

24 Is that what you're saying?

25 MS. BRYANT: No, we've just asked you politely not to

1 come to our office, Mr. Nix.

2 MR. NIX: Okay. So I can assure you I was there  
3 about -- at, at -- before five o'clock on Friday afternoon  
4 and hand delivered the, the motion. I also hand delivered  
5 it to everybody else in -- or in the -- that's in the, the,  
6 the certificate of service that's labeled. It's hand  
7 delivered before five o'clock on Friday afternoon.

8 THE COURT: Well, here -- whether it was, whether it  
9 was done or not, I don't know. I wasn't there. I'm not a  
10 witness to it. The decision as to whether or not it's  
11 continued is my decision and I'm not continuing anything  
12 today. This case has---

13 MR. NIX: Okay.

14 THE COURT: ---apparently a very tortured history, and  
15 for those motions in front of me now, the remaining three,  
16 I'll hear those, Mr. Nix.

17 Ma'am, I'll hear those.

18 I don't know about the one tomorrow because I'm hearing  
19 all kinds of things about the Court of Appeals. I don't  
20 know if there's something ripe I'm hearing tomorrow -- ripe  
21 for me to hear tomorrow or not. I don't know. But let's go  
22 forward with those other three.

23 Ma'am, if you'll give me your position -- these are  
24 your motions, ma'am?

25 MS. BRYANT: Two, two of the motions, Your Honor. The

1 motion to set aside entry of default, and the motion to  
2 dismiss, and the motion for sanctions.

3 THE COURT: All right. Proceed please.

4 MS. BRYANT: Your Honor, you're right. This is a very  
5 tortured history.

6 Mr. Nix is a very litigious individual. We have been  
7 litigating with him for the last nine years. But all of his  
8 claims and complaints in these lawsuits arise from a  
9 foreclosure lawsuit that was filed in 2014 by our firm on  
10 behalf of Churchill Park.

11 Mr. Nix's former address was 1401 Densmore, which is a  
12 property in Mount Pleasant in Charleston, South Carolina.  
13 He contested the HOA's foreclosure vigorously. It led to  
14 years of litigation. It would take way too long to go  
15 through the entire procedural history.

16 But to give the Court some idea, there are 21 case  
17 numbers associated with Mr. Nix litigation, seven lawsuits  
18 that he has initiated and two notices of intent to file  
19 suit. Six of those lawsuits have been dismissed in whole or  
20 in part and there are motions to dismiss pending in the  
21 remaining three matters including the two pending in  
22 Richland County today and one in Charleston County.

23 He's initiated two appeals, eight in the Court of  
24 Appeals, two in the circuit. Six have been dismissed, and  
25 in one of those appeals, Nix managed to file 16 separate

1 motions rather than filing initial brief. I say all that to  
2 say you're right, Judge McFaddin, this is a very tortured  
3 history with Mr. Nix.

4       What's important for the Court to understand today is  
5 Mr. Nix filed a 2019 lawsuit in Charleston County that is  
6 technically still pending. Nix filed the lawsuit naming  
7 Churchill Park and over 30 parties alleging what can be best  
8 is described as a legal foreclosure. There's 17 claims in  
9 that lawsuit including unfair and deceptive trade practices  
10 claims, which is his claim in this matter today, in both  
11 matters actually, pending before Richland County Court. And  
12 despite that case being filed over three years ago, he is  
13 never taken any steps to file that complaint against  
14 Churchill Park in Charleston County. Some of those parties  
15 have been dismissed but technically the matter is still  
16 pending as to Churchill Park in Charleston County Common  
17 Pleas.

18       The only reason Mr. Nix has filed this case in Richland  
19 County today, asserting the same claim, unfair and deceptive  
20 trade practice, against the same party, Churchill Park, is  
21 because there's a gatekeeper order filed against Mr. Nix in  
22 Charleston County and the Clerk of Court will not accept any  
23 pleadings from him as a pro se litigant.

24       One more as to piece of background, which is, is sort  
25 of integral to both of my motions today, Your Honor, is

1 Mr. Nix's primary argument in the underlying foreclosure  
2 action and that's important to distinguish between the two  
3 legal entities that are named, Churchill Park and Churchill  
4 Park Homeowners' Association, Inc.

5 At trial, Nix argued that Churchill Park, my client,  
6 was not the correct legal entity because the governing  
7 documents cite Churchill Park Homeowners' Association, Inc.,  
8 a separate legal entity. Judge Scarborough presided over  
9 that foreclosure trial. He ruled that Churchill Park  
10 Homeowners' Association -- I'm sorry. Churchill Park was  
11 the successor to Churchill Park Homeowners' Association,  
12 Inc. That order was entered in November of 2017.

13 In the next month, Mr. Nix appealed that order and he  
14 also filed reinstatement paperwork with the secretary of  
15 state claiming to be the president of Churchill Park  
16 Homeowners' Association, Inc. and reviving that entity that  
17 was dissolved. Churchill Park Homeowners' Association, Inc.  
18 was a separate incorporated entity in Greenville.

19 There was never actually a, a subdivision built in  
20 Greenville County under that name. This is a classic  
21 mistake of developer created governing documents. When they  
22 got around to incorporating the HOA, the name wasn't  
23 available. So, they used Churchill Park instead. Mr. Nix  
24 has made it very complicated and complex. He's filed what I  
25 consider fraudulent paperwork with the secretary of state,

1 which we are challenging and objecting to.

2 That's, that's the basis of it. But Judge  
3 Scarborough's order still stands. We are the successor in  
4 interest to Churchill Park and we're the proper legal entity  
5 to foreclose. Mr. Nix has exhausted all of his appeals on  
6 the underlying foreclosure action. That was resolved in  
7 2020.

8 That brings me to the motion to set aside entry of  
9 default, Your Honor. Despite emailing Churchill Park's  
10 various attorneys weekly, and that's not an exaggeration, if  
11 not daily in some months, Nix did not attempt to notify  
12 Churchill Park or its counsel of filing this lawsuit, and  
13 this is -- I'm talking about 06054. Instead, Nix attempted  
14 to serve Churchill Park's registered agent via mail almost  
15 four months after filing the lawsuit.

16 Nix's own filings indicate that he did not restrict  
17 delivery. Therefore, he is failed to comply with Rule  
18 4(d)(8) and he has the burden of proof to demonstrate the  
19 mail was delivered to the proper person. However, the  
20 signature on the signature cards are illegible and I  
21 attached copies or, I'm sorry, photos of the signature cards  
22 to the motion, Your Honor. They're, they're in that  
23 document.

24 Cedar Management is the property manager -- was the  
25 property manager and registered agent for Churchill Park.

1 They have an office in Richland County. It's a large office  
2 building with multiple floors.

3 Mr. Nix submitted four different receipts for two  
4 different pieces of mail. Two of the receipts show delivery  
5 at the same time with the same signature, both illegible,  
6 scribble. Two receipts both show delivery at different  
7 times and have different signatures. Again, both illegible.

8 They're numerous inconsistent receipts of delivery.  
9 There's something amiss with this, his, his proof of service  
10 here.

11 Mr. Nix can not read the signatures yet he swore and  
12 affirmed that he delivered this to Churchill Park through  
13 their registered agent and the Court favors disposition of  
14 cases on the merits, Your Honor. It would be a terrible  
15 miscarriage of justice for Mr. Nix to get default judgment  
16 against Churchill Park under these circumstances.

17 It's an improper venue. These claims are pending in  
18 Charleston County, the same parties, same claims, not  
19 resolved in Charleston County all because there's a  
20 gatekeeper order against him in Charleston County. And  
21 that's my conclusion on the motion to dismiss and hopefully  
22 you'll -- you will -- I'm sorry. The motion to set aside  
23 and hopefully you'll entertain my motion to dismiss and  
24 motion for sanctions.

25 THE COURT: Okay. So, the one you just gave me was the

1 motion to dismiss?

2 MS. BRYANT: Motion for entry of default. I'm sorry.

3 Motion to set aside the entry---

4 THE COURT: To set---

5 MS. BRYANT: ---of default.

6 THE COURT: To set aside.

7 All right. Mr. Nix, what do you say?

8 MR. NIX: Your Honor, so a lot of background there and  
9 most of it was not accurate quite frankly. I think  
10 there's -- the, the reason I asked for a continuance or at  
11 least the ability to provide you with the exhibits was to  
12 help explain that and ensure that such misrepresentations to  
13 the Court were not -- were sub -- were substantiated by  
14 evidence.

15 Having said that, one of the key -- the key issue that  
16 their motion to set aside default is based on is related to  
17 the lack of restrictive delivery. And as much as I agree  
18 that restricted delivery is required by statute and rule,  
19 the issue that arises is restricted delivery from the USPS  
20 or U.S. Postal Service perspective is only -- only able to  
21 be used for an individual or a natural person meaning it has  
22 to be an actual human. It can not be a corporation, a legal  
23 entity.

24 That actually is based on U.S. Postal Service Rule S,  
25 as in Sam, 916 and 1.1 of that rule reads restricted

1 delivery service permits a, a mailer to direct delivery only  
2 to the addressee or addressee's authorized agent. The  
3 addressee must be an individual or a natural person  
4 specified by name. The, the certificate of the mailing did  
5 not have restricted delivery because U.S. Postal Service  
6 would not allow me to use restricted delivery viewing the  
7 fact that the addressee was a company, not an individual.

8 So, so, ultimately, the issue with the restricted  
9 delivery is where the U.S. Postal Service requirements are  
10 not able to be conformed with the statute and rules in South  
11 Carolina when it comes to nonnatural persons.

12 So, I attempted -- when I, when I used certified mail  
13 and, and so forth to, to do the restricted delivery, the  
14 U.S. Postal Service would not and there's actually a rule  
15 that prevents them from doing that. So, that is not  
16 something that I can do or, or anybody can do when it comes  
17 to a corporation because it actually violates the U.S.  
18 Postal Service rules themselves.

19 Based on that, the further argument is that, according  
20 to the motion as I read it, once a plaintiff has  
21 demonstrated compliance with the rules, the defendant can  
22 rebut inference that the service was re -- effected only by  
23 showing that the return receipt was signed by an  
24 unauthorized person. To the degree possible, I have  
25 demonstrated compliance with the rules.

1           The rules themselves are at odds with the U.S. Postal  
2 Service restricted delivery rules where it comes to  
3 entities -- legal entities versus individuals or natural  
4 persons. Given that, their own motion suggest that they  
5 know that or should know that compliance was made with the  
6 rules and then, and then they're responsible for rebutting  
7 that it was signed for by an unauthorized person.

8           Their motion themselves does not state that -- no where  
9 in there it says it, it says it was not signed by an  
10 authorized person. It says that I have to prove I -- it  
11 was, it was -- I was not in compliance.

12           Due to the U.S. Postal Service rules, I was in  
13 compliance to the greatest degree possible. If they had  
14 used an actual, actual individual's name as the registered  
15 agents versus a corporation's name, then their argument  
16 would be valid because that would be a natural person or an  
17 individual versus a corporation versus an illegal entity.

18           So, with that being said, at least from, from their  
19 initial argument on not complying with Rule 4(d)(8), Rule  
20 4(d)(8) is not capable of being, being complied with where a  
21 restricted, restricted delivery is called for when it comes  
22 to a corporation or a non -- essentially anybody other than  
23 an individual.

24           THE COURT: Okay.

25           MR. NIX: The arguments about two different signatures

1 and, and different -- the, the issue with that is, when  
2 the -- the electronic version of the signature is distorted  
3 when it's printed on a large piece of paper. U.S. Postal  
4 Service will tell you that themselves.

5 The -- but, but it's proved it was signed for at 13:20  
6 on that day and both -- and even though apparently somebody  
7 signed differently, for, for reasons I can't explain, but  
8 that's not a -- exactly uncommon. Ms., Ms. Trotter does  
9 that herself routine -- sometimes and that's actually one of  
10 the exhibits that I have to -- that I'm filing today.

11 THE COURT: I'm going---

12 MR. NIX: Beyond that---

13 THE COURT: Mr. Nix, let me remind you again. Now  
14 you've had a long time to file these, these documents or  
15 exhibits and you haven't done that till today.

16 MR. NIX: Well---

17 THE COURT: And I'm not holding---

18 MR. NIX: Well, what I---

19 THE COURT: I'm not -- wait just a minute.

20 I'm not, I'm not holding the record open here to  
21 continue to receive documents for exhibits after the hearing  
22 today. If I started doing that, every case I hear I've got  
23 post hearing exhibits being sent to me to be considered that  
24 haven't been (indiscernible) at a hearing. So, I'll be glad  
25 to hear your arguments today. But I'm not going to be

1 opening up the record after today to see the exhibits from  
2 you or her, either one of you.

3 All right. We're good on that?

4 MR. NIX: well, I would, I would request that to be  
5 held differently given the fact that I, I---

6 THE COURT: Mr.---

7 MR. NIX: ---explained that I did not a -- these, these  
8 motions until recently.

9 THE COURT: Mr. Nix, I've ruled.

10 MR. NIX: Beyond that though, there was --.

11 THE COURT: Mr. Nix, I've ruled on that. So move on.

12 MR. NIX: Okay. The other argument is that I did not  
13 serve it on them and there was actually a, a certified  
14 letter sent on June 1<sup>st</sup> of last year to Churchill Park  
15 Homeowners' Association, Incorporated care of Cedar  
16 Management Group in Charlotte, North Carolina, Churchill  
17 Park Homeowners' Association, Incorporated in care of Regus  
18 and Cedar, Cedar Management at 1320 Main Street, Suite 300,  
19 Columbia, two -- 29201, and Churchill Park care of Regus  
20 care of Cedar Management Group, 1320 Main Street, Suite 300,  
21 Columbia, South Carolina, 29201.

22 Ms. McBride, the Clerk of Court, was copied on it and I  
23 believe she filed it. The Attorney General's Office was  
24 copied on it and the Auto-Owners Insurance Company, who was  
25 the insurance company for Churchill Park Homeowners'

1 Association, Incorporated was also copied on it. The  
2 tracking numbers for the Cedar Management in Charlotte and  
3 Cedar Management at 1320 Main Street, suite 300 were both  
4 signed for on June 4<sup>th</sup> of 2021. Having said that, nobody  
5 ever reached out to, to discuss -- to this -- to discuss  
6 mediation.

7 So, they were notified again in early June of 2021  
8 asking for mediation before the end of the month, and that  
9 was to comply with the rules related to mediation because  
10 the 210 days for mediation would of occurred on 14, June,  
11 2021. So, another email, certified letter, went out in June  
12 of 2021 asking for mediation. They specifically said  
13 mediation Case Number 2020-CP-40-06054. Signed for. Nobody  
14 reached out. That includes the insurance company that would  
15 be supplying -- be paying for all of this.

16 The tracking numbers for Cedar Management in Charlotte  
17 was 7021035000011652988. That was signed for at 11:14 on  
18 June 14 -- June 4<sup>th</sup>, 2021, and then Cedar Management in --  
19 at 1320 Main Street was signed for, was signed for at  
20 10:46AM on June 4<sup>th</sup> at 70210350000011652964. Nobody  
21 reached out in this -- to, to, to, to attempt mediation  
22 either.

23 So not only was the rules of procedure and Rule 55  
24 complied with to the greatest degree possible based on the  
25 U.S. Postal Service rules, another attempt was made via

1 certified letter in June of 2021 asking for mediation and  
2 no, no response was made for that either. Ultimately no  
3 response was made until an, an attempt to --.

4 THE COURT: Mr. Nix, let me ask you something, sir.  
5 What---

6 MR. NIX: Yes, sir.

7 THE COURT: What is this mediation argument got to do  
8 with her motion?

9 MR. NIX: Well, what I'm explaining is she, she makes  
10 the comment -- she makes the argument or attempts to make  
11 the argument that not only was -- they were never notified  
12 of the case after attempting service and that's not true  
13 because the mediation letter went out as well calling out  
14 the case number and asking for mediation within the  
15 timeframe allowed by the rules.

16 So what I'm explaining is another attempt related to  
17 mediation, the same case was made, and no -- nobody followed  
18 up on that either.

19 THE COURT: Ma'am, let me hear from you briefly on that  
20 one. We are -- we're getting short on time for all these  
21 motions now.

22 So what, what would -- what's your very concise reply  
23 to that, ma'am?

24 MS. BRYANT: Yes, Your Honor. Rule 4(d)(8) does not  
25 distinguish between, you know -- the USPS Service rules do

1 not trump our, our court of -- our civil rules of procedure.  
2 Cedar Management Group is listed as the registered agent.  
3 He could of easily gone on the website as we do when we  
4 serve a corporation and find a president, vice-president.  
5 There's 20 people on the website. He could of done it to  
6 anybody.

7 Mr. Nix, we, we do not contest that Mr. Nix served us  
8 will all of the pleadings thereafter. We think it was  
9 intentional that he didn't serve us with the complaint and  
10 summons. He waited till after the entry of default to start  
11 serving the requisite parties including the president of the  
12 association and the -- ourselves, the law firm.

13 I think that's all I'd have to say on that, Your Honor.

14 THE COURT: Any last comment---

15 MR. NIX: Your---

16 THE COURT: ---on that---

17 MR. NIX: Your---

18 THE COURT: ---motion, Mr. Nix?

19 MR. NIX: Your Honor, it's worth noting that Cedar  
20 Management Group currently has 240 companies that they're  
21 associated with as the registered agent in this state. In  
22 each of those instances, they list themselves, Cedar  
23 Management Group, not a person as the registered agent. I  
24 can't tell you the exact number but I can tell you it's well  
25 over 80 percent of those registered agent groups or

1 registered agent listings of the 204, so I'd call it at  
2 least 150, as the registered agent office listed at 1320  
3 Main Street, suite 300, Columbia, South Carolina, 29201.

4 That office is a Regus temporary housing or temporary  
5 office space. Based on a conversation I had with Regus  
6 yesterday morning, they confirm that Cedar Management uses  
7 that space as a virtual office. They are never there. They  
8 don't have a space there. They do not answer the phone for  
9 Cedar Management and all they do for Cedar Management at  
10 that location is forward the mail to them.

11 Based on that, one, Cedar Management Group, as a  
12 registered agent, is not really conforming with the  
13 requirements of being a registered agent in this state.  
14 And, number two, at least as it's currently understood in  
15 the U.S. Postal Service, that is Assembly Street in  
16 Columbia, South Carolina, is currently investigating whether  
17 they are at -- whether Regus, as a corporation, has the  
18 right to sign for Cedar Management as a registered agent in  
19 this state.

20 So, the, the issues with Cedar Management serving as a  
21 registered agent is not just in this case. It potentially  
22 has application for over 200 or at least 150 corporations in  
23 this state where they list themselves that way, and I would  
24 argue that I can't say that the rule of civil procedure  
25 trumps U.S. Postal Service, but what I can tell you is the

1 requirements of civil -- of the rules of civil, civil, civil  
2 procedure in this state currently does not allow for the  
3 restrictions that the U.S. Postal Service puts on certified  
4 or restricted delivery to a corporation.

5 And the last thing I'll say, say about that is she  
6 mentions, you know, entities, officers, et cetera. The  
7 person who was listed as Cedar Management's registered agent  
8 in Columbia, South Carolina for at least a few years back in  
9 the 2016, 2018 timeframe lives in Columbia and the odds are  
10 never was in Columbia -- it never was in Columbia either.

11 THE COURT: All right.

12 MR. NIX: But --.

13 THE COURT: Hold on, hold on, hold on. You know, we  
14 could go on all day and, and I know -- I know he's got a lot  
15 you, you want to tell me, Mr. Nix. But they're other cases  
16 on this docket today.

17 Now, let's go to number two from Churchill Park, which  
18 I think is motion to dismiss complaint and motion for  
19 sanctions.

20 Am I right, ma'am?

21 Is that next?

22 MS. BRYANT: Yes, Your Honor.

23 THE COURT: All right. I'm -- now, from here on out,  
24 you -- you've each got five to seven minutes a piece and  
25 then I've got to move on. I've got---

1 MR. NIX: Your, Your Honor?

2 THE COURT: ---a long---

3 MR. NIX: May I, may I add---

4 THE COURT: I've got a long list.

5 Yes, sir.

6 MR. NIX: May, may I ask are, are you, are you ruling  
7 against -- are you in favor of their motion---

8 THE COURT: I'm not, I'm not---

9 MR. NIX: ---to set aside default?

10 THE COURT: Hold on. I'm not ruling on anything today.  
11 I want to take what I'm taking these notes on and read what  
12 I have that's properly filed before me and then I'll make a  
13 decision.

14 MR. NIX: Okay.

15 THE COURT: I'm not ruling.

16 MR. NIX: The only reason I ask is -- okay.

17 THE COURT: No, sir, I, I -- I'm, I'm, I'm -- I don't  
18 normally rule this, this quickly on things like this that  
19 are massively complex that y'all have to live with for years  
20 and I've only seen for the last maybe 20 or 30 minutes. So,  
21 I won't be ruling today on anything.

22 But I am gonna have to ask you both to adhere to a  
23 seven minute timeframe to stay within the 15 minutes because  
24 I've got three more pages of motions to hear today. I've  
25 got a -- we've got to hear everybody today. I can't just

1 hear one or two.

2 Now, you both have been very, very good so -- thus far  
3 and very enthusiastic about your positions, which is good.  
4 That's all right. But I only have so much time today to  
5 deal with this.

6 All right, ma'am. Your motion to dismiss, dismiss the  
7 complaint---

8 MS. BRYANT: Yes, Your Honor.

9 THE COURT: ---and sanctions.

10 MS. BRYANT: We're moving to dismiss. Mr. Nix claims  
11 are barred by the Statute of Limitation. The suit was  
12 brought in the improper venue and because another action is  
13 pending between these parties for the same claim.

14 Mr. Nix's primary claim is unfair trade practices  
15 violation. It must be brought within three years. The  
16 complaint arises out of the September, 2017 foreclosure  
17 trial and subsequent judgment that was entered in November  
18 of 2017 by Judge Scarborough. The Statute of Limitation  
19 then, therefore, began to run in November of 2017 and Nix  
20 was required to file suit and serve Churchill Park no later  
21 than, than March 30<sup>th</sup> of 2021.

22 We've already discussed the lack of service. So I will  
23 skip all that and move on to the next.

24 This is the improper venue. A civil action must be  
25 brought and tried in the county in which the corporation has

1 its principal place of business. That is not the equivalent  
2 of your principal office or your registered agent's office.  
3 They're many companies that use organizations that serve as  
4 their registered agent in different states and different  
5 cities.

6 Mr. Nix's argument is that, because Cedar Management  
7 had an office listed in Richland County, that this case is,  
8 therefore, properly brought here. Registered agent does not  
9 equate to principal place of business.

10 Churchill Park is a nonprofit entity in Mount Pleasant,  
11 Charleston, South Carolina. Neighborhood is in Charleston.  
12 Board of directors live in Charleston. Members of the  
13 corporation gain their membership by owning property in  
14 Charleston. The corporation's assets are in Charleston.  
15 Mr. Nix's former property is in Charleston and the  
16 foreclosure action that took place that he's complaining of  
17 took place in Charleston County. The only nexus in Richland  
18 County is the association's management company.

19 It's obvious Mr. Nix filed the present action in  
20 Richland County solely because there's a gatekeeper order  
21 against him in Charleston County. In fact, in the 5255  
22 matter, in the complaint, Mr. Nix states, in Paragraph 8,  
23 Charleston County is not an optional or appropriate juris --  
24 jurisdiction venue for plaintiff due to Judge Maite Murphy's  
25 order preventing him from filing anything that is not

1 executed by an attorney.

2 Finally, there's another pending action. Nix's 2019  
3 lawsuit naming Churchill Park and the 30 other defendants  
4 that I've mentioned before has 17 causes of action including  
5 Unfair Trade Practices Act, which is pending in this matter,  
6 and, and is based on the same exact factual basis as the  
7 legal foreclosure that took place in 2017 that he argued was  
8 illegal. The pending motions before the Court tomorrow and  
9 today include the same parties, the same Unfair Trade  
10 Practices Act claim, and it's still pending in this moment  
11 in Charleston County.

12 For all those reasons, this lawsuit should be  
13 dismissed.

14 THE COURT: Mr. Nix.

15 MS. BRYANT: Now, that same thing for my motion for  
16 sanctions but -- go ahead.

17 THE COURT: Mr. Nix.

18 MR. NIX: Your Honor, once again, I think the facts  
19 have been mischaracterized and most likely intentionally so  
20 given the fact that -- and I'm sorry. I don't remember her  
21 name. But, but certainly Ms. Trotter knows that this is not  
22 the case.

23 Ms. Trotter herself, Stephanie Trotter, filed a change  
24 of principal office for Churchill Park, the entity  
25 incorporated in 7/30 Twin -- 7/31/2003 changing the

1 principal office from Mount Pleasant to 1320 Main Street,  
2 suite 300 on 2/28/2020, February 28, 2020. She, she signed  
3 for the file herself and she made -- she used a signature  
4 for the secretary of the corporation and, from the Secretary  
5 of State's records, Ms. Trotter paid for it with a credit  
6 card and used the 4500 Fort Jackson Boulevard, suite 250,  
7 Columbia, South Carolina, 29201 -- 20 -- 29209 address.

8       So, Ms. Trotter/McCabe, Trotter & Beverly themselves  
9 know that they, they were involved in, and, and principally  
10 involved in the moving of the principal place of business,  
11 principal office of Churchill Park to Columbia, South  
12 Carolina from Mount Pleasant. Beyond that, Title 15 Chapter  
13 7, venue of the South Carolina State Code, specifically  
14 calls out the corporation's home office location as the  
15 corporation's officers direct control and coordinate his  
16 activities and it lays out that the, the, the county of the  
17 corporation's principal office is the correct venue for a  
18 defendant.

19       So, both of those arguments rely on the fact of the  
20 facts which are public record and specifically this law firm  
21 was involved in moving the principal office from Mount  
22 Pleasant to Columbia. So -- and, and that was the -- my  
23 exhibits, my Exhibit B, that I was trying to file this  
24 morning.

25       On top of that, some -- so, so, so venue is proper in,

1 in Richland because the principal office of the corporation,  
2 at various times, Regus and Churchill Park Homeowners',  
3 Incorporated, is also listed Cedar Management Group with the  
4 secretary's -- I mean with the Department of Revenue as 1320  
5 Main Street, Columbia. So, venue is correct.

6 So I feel limitations is -- it, it, it -- it's  
7 interesting that -- I'm sorry. Once again, I don't know her  
8 name. Makes a, makes a case that the Statute of Limitations  
9 ran out in November of 2021 or 2020. But, simultaneously,  
10 doesn't lay out in a specific date. Three years from the  
11 date I received a response from Barr, Unger lawyer -- law  
12 firm for a subpoena, it was November 16<sup>th</sup>, 2017. The  
13 action was filed on 16, November, 2020, which is exactly  
14 three years and 16, November, 2020, was a Monday.

15 So, even if you want to argue that the Statute of  
16 Limitations ran out on a Sunday, the 15<sup>th</sup>, the rules allow  
17 for it to be filed on Monday and still be within the Statute  
18 of Limitations.

19 So, Statute of Limitations is within the three years  
20 and venue is correct based on the principal business office  
21 of Churchill Park, but the 2003 entity in Richland County,  
22 as well as the fact that various Department of Revenue  
23 filings over the years that also listed the principal  
24 business office of Churchill Park Homeowners' Association,  
25 Incorporated as 1320 Main Street. In the times that it did

1 not, they listed a, a location in Charlotte, North Carolina,  
2 which means it -- it possibly could be moved -- it could be  
3 an interstate commerce situation. But venue and Statute of  
4 Limitations is correct.

5 As for the case in Charleston County being pending,  
6 I'm, I'm not aware of that. But certainly the insurance  
7 attorneys, which is Luzuriaga & Mims, showed up and argued  
8 that case. So, they made an appearance but to, to -- then,  
9 then the, then the Court of -- then the Clerk of Court ended  
10 the case after a hearing. So, I'm not aware of it being  
11 pending in Charleston County.

12 That's all, Your Honor.

13 THE COURT: All right, sir. Now, you also asked for  
14 sanctions.

15 What are your thoughts on that?

16 MS. BRYANT: Your Honor, you know, just a quick review  
17 of our Judicial Department's Case Management System shows a  
18 pattern of frivolous and vexatious conduct. I mean there's  
19 a gatekeeper order against Mr. Nix now in Charleston County.  
20 Judge Newman entered a gatekeeper order in the 5255 matter  
21 that's pending in Richland County now, which I believe will  
22 apply then to this case as well.

23 Our motion was filed before that order was entered  
24 asking for a gatekeeper order. But I would ask that Judge  
25 McFaddin ensure that the gatekeeper order will apply to any

1 pleadings filed by Mr. Nix as a pro se litigant. He needs  
2 to have an attorney to represent him and certify those  
3 pleadings are not frivolous or vexatious going forward.

4 You know, over the last nine years, he's cost Churchill  
5 Park \$90,000 in legal fees. That does not include what the  
6 firm has had to expend to defend ourselves. We've been sued  
7 in, in three or four of those cases. Insurance defense  
8 counsel, as he's mentioned, has been appointed for, for all  
9 these parties. There have been numerous attorneys, numerous  
10 parties.

11 For all these reasons we're requesting injunction,  
12 gatekeeper order be issued against Mr. Nix and we would like  
13 for him to pay our legal fees associated with this motion.

14 THE COURT: What was that?

15 MR. NIX: would you like to lay out real quickly  
16 what -- what's vexatious about 6054 or, or, or, or  
17 frivolous---

18 THE COURT: Hold, hold on.

19 MR. NIX: ---about 6054 complaint?

20 THE COURT: Hold on, hold on, hold on, Mr. Nix.

21 Mr. Nix, in these hearings --

22 MR. NIX: Yes, sir.

23 THE COURT: -- y'all don't, y'all don't talk to each  
24 other to put it---

25 MR. NIX: I'm sorry.

1 THE COURT: ---very simply.

2 MR. NIX: I'm sorry, Your Honor.

3 THE COURT: You don't, you don't question her and she  
4 doesn't question you. It may be different in a trial but  
5 not, not here today.

6 Mr. Nix, your, your response to the request to continue  
7 the sanctions of the gatekeeper situation.

8 MR. NIX: well, first of all, it's certainly not  
9 frivolous and it's certainly not vexatious. The, the -- I  
10 think the real in -- the real issue her is McTrade  
11 (phonetic) -- McCabe, Trotter & Beverly violated the Supreme  
12 Court 6, May, 2020 certificate of compliance with the  
13 Coronavirus Act Relief and the Economic Security Act and  
14 Evictions and Foreclosures Forms. They did not file the  
15 required certificate with the case in Charleston County.

16 From all appearances, they knew they, they  
17 intentionally did not file the, the, the certificate of  
18 compliance, and, consequently, the, the foreclosure and the  
19 eviction, everything that happened from August, 2020 on, was  
20 without jurisdiction in Charleston County meaning they  
21 didn't file it, and, consequently, all the orders related to  
22 the eviction, the sale of property, et cetera, were in  
23 violation of Chief Beatty's 6, May, 2020, certificate of  
24 compliance with Corona, Coronavirus Virus Act, which  
25 required forms -- form SCCAA 250 -- 2568 to be filed prior

1 to continuing a case.

2 There's examples of where they did do that. One case  
3 specifically was Park West Master Association in Charleston.  
4 It was filed on -- in September of 2020. So they obviously  
5 knew they had to do it and they chose not to in this case.

6 Related to Judge Murphy's case, one, she was not  
7 their -- the attorney -- the, the judge of record that day.  
8 Two, Judge Jefferson thereafter stated that the only person  
9 who could, could issue a, a gatekeeper sanction was the  
10 chief administrative judge for the, for the circuit. Judge  
11 Murphy was not that. She was not the chief justice --  
12 chief, chief administrative judge at that time for  
13 Dorchester County. So surely couldn't have been that for  
14 De -- for the, the Ninth Circuit because she was not a Ninth  
15 Circuit judge.

16 So, so that gatekeeper function in Charleston County's  
17 actually not proper because she didn't have the authority to  
18 do it, excuse me, and, lastly, so, so this is a -- this law  
19 firm attempting to, this law firm being McCabe, Trotter &  
20 Beverly, attempting to protect itself with a gatekeeper  
21 function in Richland County associated with its own lack of  
22 compliance with, with a, with a Supreme Court order and they  
23 were required to file it.

24 Due to that, everything that Judge Scarborough did  
25 related to the foreclosure, the sale of the house, the, the

1 eviction, et cetera, post early August, 2020, was without,  
2 was without complete jurisdiction given the fact that he  
3 didn't have jurisdiction based on the lack of him filing  
4 this -- filing the claim.

5 So, sanctions of that nature, I'm not saying they're  
6 not valid potentially at some point in time. This is not  
7 one of the examples and, specifically, I'm gonna argue that  
8 McCabe, Trotter & Beverly has an ulterior motive in seeking  
9 those sanctions to protect themselves.

10 The last thing I'll say is I actually spoke with the  
11 Auto-Owners Insurance Company yesterday afternoon. They  
12 confirmed that the original policy, the original homeowners'  
13 issue -- insurance policy from 2003, which was for Churchill  
14 Park Homeowners', Homeowners', Homeowners' Association,  
15 Incorporated was still in effect. So, so it seems like the  
16 reason that they're trying to get me to pay their fees is  
17 twofold.

18 One, to try to bankrupt me further, and, two, because  
19 they know that trying to file a claim with the insurance  
20 company for an entity of this nature would potentially be  
21 insurance fraud.

22 The last point I'd make here is---

23 THE COURT: All right. Mr.---

24 MR. NIX: ---is one of two arguments---

25 THE COURT: ---Nix. Mr. Nix. Mr. Nix. Mr. Nix. You

1 keep saying this is the last thing---

2 MR. NIX: Yes, sir.

3 THE COURT: ---you're gonna say and we're running out  
4 of time. This, this has to be the last thing you say on  
5 this motion, sir. It has to be cause I have so many others  
6 to do.

7 What, what -- what's your last thing---

8 MR. NIX: Yes, sir.

9 THE COURT: ---you want to tell me about this motion?

10 MR. NIX: My last point is this, that the key point of,  
11 of this unfair trade practices action -- case is that the  
12 covenant and restrictions for the homeowners' association,  
13 which is Churchill Park Homeowners' Association,  
14 Incorporated, calls out three required officers of the  
15 corporation. Those required officers are the president, the  
16 secretary, and the treasurer.

17 There's never been a treasurer listed on any document  
18 at all for any company related to the Churchill Park  
19 subdivision in Mount Pleasant. What continues to be the  
20 case though is Churchill Park, that entity, appears to be  
21 being used by the management agents to operate as the  
22 treasurer, which is in direct violation of the covenants and  
23 restrictions, and deceptive on its face. So, that will be  
24 the last thing I have to say, Your Honor.

25 Thank you.

1 THE COURT: All right. Now, last motion.

2 You each have five minutes a piece. I have got to move  
3 on, folks. I've got to move on, and bear in mind, whatever  
4 you have filed thus far, as of today and before today, I  
5 will read. So there's more to come from me to do here than  
6 just write down notes, which I'm trying to do as best I can.

7 Mr. Nix, you have a motion to hear for prejudgment lien  
8 of HOA common property. Tell me about it please.

9 MR. NIX: Yes, Your Honor. Yes, Your Honor.

10 So, this was filed in June -- January the 26<sup>th</sup> of  
11 this year because the homeowners' association, Churchill  
12 Park Homeowners' Association, Incorporated, owns 10 pieces  
13 of common property in Mount Pleasant. All four of those  
14 properties or all 10 of those properties had an address  
15 listed with the Auditor's Office in Charleston County in  
16 Charlotte, North Carolina, which was a Cedar Management  
17 Groups office in Charlotte, North Carolina.

18 At the two weeks past the due -- the late date to pay  
19 the taxes for this year, five of the properties had not had  
20 the taxes paid. Five of the properties had. Five of the  
21 properties had not.

22 Given the fact that each property's property taxes are  
23 roughly like two and a half dollars, it was odd that they  
24 just didn't spend an extremely \$5.00 or, or \$10.00 to pay  
25 all the property taxes.

1           That is the point in time when I filed the motion to  
2 secure the property because it looked like they were trying  
3 to let them go into tax, tax default for some, some unusual  
4 reason. I'm not gonna say it's nefarious on its face. But  
5 it was, it was questionable based on the fact that five were  
6 paid and five were not.

7           It turns out that the five that were paid prior to the  
8 motion for prejudgment lien was paid by a corporation named  
9 Churchill Park Homeowners' Association, Incorporated and the  
10 address of that corporation in the tax records is 1132  
11 Willoughby, Willoughby Lane, Mount Pleasant.

12           Literally the, the day that the motion wound up being  
13 mailed or being received by most of the people copied on the  
14 certificate of service, the other five properties had the,  
15 the taxes paid and they were paid by a company named  
16 Churchill Park, i.e. not Churchill Park Homeowners',  
17 Incorporated, and that was paid by a credit card from  
18 Charlotte, North Carolina and it specifically called out the  
19 exact P.O. Box of Cedar Management Group in, in a -- in  
20 Charlotte, North Carolina.

21           So, so you have five other pieces of property being  
22 paid by Churchill Park Homeowners', Incorporated by a check  
23 from 1132 Willoughby Lane, Mount Pleasant, and the next five  
24 being paid the exact day, January 31<sup>st</sup> of 2022, by Cedar  
25 Management Group out of Charlotte, North Carolina at a time

1 when they say they're no longer involved in the operations  
2 of the Churchill Park subdivision in Mount Pleasant.

3 That, on its face, gives more credence to the very,  
4 very nature of the ongoing misuse and I do, I do -- I will  
5 say intentionally deceptive, if not more -- if not really  
6 fraudulent misuse of two different corporations for the same  
7 purpose.

8 And the last thing I will say is, and I apologize, I  
9 can't remember the other lady's name, but, but they  
10 definitely know that the information provided by Barr Unger  
11 in, in -- November 16<sup>th</sup> of 2020, I mean I'm sorry, 2017,  
12 clarified that they were operating Churchill Park  
13 Homeowners', Incorporated in Mount Pleasant and they were  
14 operating as the attorneys for that corporation. It's all  
15 in the production of subpoena records.

16 THE COURT: Okay.

17 MR. NIX: So when they keep -- when, when, when  
18 Mount -- when McCabe, Kerr & Billie (phonetic) keeps  
19 reiterating this Greenville concept, Greenville, South  
20 Carolina concept, that's a typo in the reg -- in the cert --  
21 in the (indiscernible) of the subdivision which they keep  
22 trying to use for an improper purpose to make their case  
23 cause ultimately they brought the case, the original case,  
24 in the wrong party's name, and when they got caught, they  
25 let the original, the -- they, they let the, the -- they

1 intentionally let, along with other parties, but the real  
2 corporation be dissolved for -- and not having a registered  
3 agent and then made the argument that Churchill Park was a  
4 successor in interest. That, in and of itself, was  
5 fraudulent to the -- on -- fraud on the Court.

6 Having said that, as long as the properties are  
7 maintained in Churchill Park Homeowners' Association,  
8 Incorporation's name and the taxes are paid, you know,  
9 there's, there's room for negotiation on the prejudgment  
10 lien as long as the corporation still has the original  
11 insurance policy with Auto-Owners in North Carolina, which,  
12 as of yesterday, it did, and the property does not appear to  
13 be going into foreclosure. It does not appear to be or  
14 likely to be closed -- foreclosed on a tax lien at this  
15 point in time.

16 THE COURT: Okay.

17 All right. Ma'am, your reply. Five minutes.

18 MS. BRYANT: Your Honor?

19 Your Honor, Mr. Nix is asking for prejudgment  
20 attachment. The elements of that are set out in 15-19-10 of  
21 the South Carolina Code. The statute specify what kinds of  
22 action will support ancillary attachment proceedings,  
23 recovery of money, recovery of real or personal property,  
24 recovery of personal injury or property damages.

25 He's asking for unfair and deceptive trade practices

1 claim. Not a proper ground. The general grounds elements  
2 for attachment in a case is when a defendant is a  
3 nonresident, resident of a foreign corporation. Those facts  
4 don't exist. When the defendant is a captain or agent in a  
5 sailing vessel. Obviously those, those facts don't exist.  
6 When the defendant has absconded with property or has  
7 concealed himself. Those facts don't exist.

8 The HOA is in, in Mount Pleasant. The property is here  
9 in Mount Pleasant. It's not going anywhere or when the  
10 defendant has or is about to remove property from the state  
11 or has secreted or assigned any property with intent to  
12 defraud its creditors.

13 Mr. Nix's arguments about the delinquent tax bill are  
14 just unfounded. We -- those were paid. They may have been  
15 late, and as he noted, they were \$2.50 for a couple of those  
16 properties. It was an inadvertent mistake that they didn't  
17 get paid on time. They're paid now. Nobody's letting them  
18 go to tax sale.

19 It's, it's just, just another frivolous argument and  
20 motion for Mr. Nix, and if you'll notice, it literally  
21 mimics almost word for word the motion that was filed in the  
22 Murdaugh matters in the, in the boat case. Mr. Nix is  
23 notorious for picking up on those claims and believing that  
24 his lawsuits are as important or profound as the Murdaugh  
25 saga.

1           That's all I have to say, Your Honor.

2           THE COURT: All right. Folks, y'all have worked hard  
3 to educate me on this motion or these motions. I've done my  
4 best to take lots of notes and I have. I now have lots of  
5 reading to do I am sure.

6           If you felt like you were urged to move faster, I can  
7 understand that, but I have so much more to do here besides  
8 this case. And, again, when I issue rulings, I don't like  
9 to issue what I call Fast Food Rulings. I like to read and  
10 then rule. That's been my custom since my Family Court  
11 days.

12           So, I will look into this. I'll get you a ruling out  
13 there as soon as I can. There's some ahead of you. You  
14 both have been very respectful of this Court and civil with  
15 me and I appreciate that very much.

16           Mr. Nix, do we have a, a contact number or a mailing  
17 address for you?

18           I assume it's on your pleadings and motions somewhere.

19           MR. NIX: Yes. Yes, sir, Your Honor. We do.

20           MS. BRYANT: No, Your Honor. We don't. It's still  
21 1401 Densmore. He does not live at that property. He was  
22 evicted from that property in 2020. There are new tenants  
23 there, new owners.

24           THE COURT: Hold on.

25           MS. BRYANT: I would like for him to put a new---

1 THE COURT: Hold on.

2 MS. BRYANT: ---address on the record.

3 THE COURT: Mr. Nix, give us an address please.

4 MR. NIX: Excuse me?

5 THE COURT: Sir?

6 MR. NIX: I'm, I'm sorry. I didn't hear you.

7 THE COURT: I need an, an address to where I can send  
8 to you the, the, the ruling of the court.

9 MR. NIX: Your Honor, for the moment, as long as I'm  
10 contending that the sale of the property, the deed of the --  
11 the, the transfer of the deed of property's incorrect, 1401  
12 Denmore Circle is the appropriate address.

13 THE COURT: All right, sir.

14 MR. NIX: And I will -- are, are you in Richland County  
15 today or are you not---

16 THE COURT: No, sir.

17 MR. NIX: ---or, or is that, that---

18 THE COURT: I'm, I'm in Sumter, sir.

19 MR. NIX: Okay. Okay.

20 THE COURT: What's the, what's the rest of your  
21 address, sir?

22 1401 Denmore Circle?

23 MR. NIX: D-E-N-S-M-O-R-E Circle.

24 THE COURT: All right.

25 MR. NIX: Mount Pleasant, South Carolina, 2940 -- 466.

1 MS. BRYANT: Your Honor, that's the address he has  
2 currently. On, on the filing, I'll just say again, he does  
3 not live there. There's a nice couple that lives there and  
4 is doing the best they can.

5 THE COURT: Well, that's what he's telling me, ma'am.  
6 That's what he tells me.

7 MS. BRYANT: I understand.

8 THE COURT: So that's all, all I've got to go with --

9 MS. BRYANT: I understand, Your Honor.

10 THE COURT: -- and I'm done.

11 All right. This matter's come to an end today. I will  
12 rule on what I have before me, what has been received, and  
13 get y'all a ruling out. Thank you again for your courtesy.  
14 Very much appreciated.

15 MR. NIX: Thank you very much.

16 THE COURT: Thank you.

17 MR. NIX: All right.

18

19 \* \* \*END OF REQUESTED TRANSCRIPT OF RECORD\* \* \*

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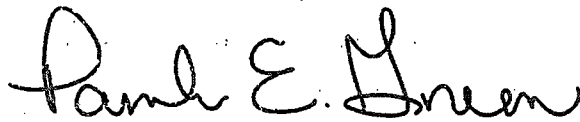
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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Richland County, South Carolina, on the 2<sup>nd</sup> day of November, 2022.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

November 12<sup>th</sup>, 2022



PAMELA E. GREEN, Court Reporter