

RECEIVED

Aug 04 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals
Appellate Case No.: 2023-000239

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Michael G. Nettles, Circuit Court Judge

Case No.: 2021-CP-26-07668

Gloria Ormand-Ward by and through
her Guardian and Conservator, CDM
Corporation, Through its Representative,
Stephen Mantell Appellant

vs.

David Litt, Homedebone, LLC, Rosaria A. Alagna aka
Rose Alagna; Chris Parker; Chicago Land Agency Services,
Inc.; Chicago Title Insurance Company; Pereira Partners,
LLC; NB Labor LLC d/b/a Newman Brothers General
Contractors; John Newman; and Toorak Capital, LLC Defendants

Of which,

Chicago Title Insurance Company is the Respondent

MOTION TO REMAND

Appellant Gloria Ormand-Ward ("Ms. Ward"), by and through her Guardian and Conservator, CDM Corporation, through its Representative, Stephen Mantell¹, moves to remand this matter to the trial court. This Court stayed this appeal by its Order dated June

¹ Stephen Mantell and CDM Corporation were appointed as Guardian and Conservator of Gloria Ormand-Ward by the Horry County Probate Court on September 24, 2021. For purposes of this motion, "Ms. Ward" refers to the appellant.

6, 2023, pending the decision by the United States Supreme Court in *Robert Mallory vs. Norfolk Southern Railway Co.*, No. 21-1168 (Arg. Nov. 8, 2022–Decided June 27, 2023). The *Mallory* decision directly and immediately affects the Order which is the subject of this appeal (see attached Exhibit A).

In her Amended Complaint (see attached Exhibit B), Ms. Ward contends that she lost title to her home as a result of a fraudulent deed having been recorded with the Horry County Register of Deeds (hereinafter “RoD”), which deed transferred title to her home to a terminated Utah limited liability company, Homedebone, LLC. She further claims that Chicago Land Agency Services, Inc. (“CLAS”), the Chicago-based real estate services agency that electronically filed the fraudulent deed with the RoD, was negligent and reckless in its filing of the fraudulent deed.

Ms. Ward also sued Chicago Title Insurance Company (“Chicago Title”) asserting that Chicago Title is in partnership with CLAS.² Chicago Title moved the trial court to dismiss the claims against it, alleging that the court did not have personal jurisdiction over it. Chicago Title argued that exercising personal jurisdiction would offend “the traditional notions of fair play and substantial justice” as explained in *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945) (internal quotations omitted) and its progeny, especially *Daimler A.G. v. Bowman*, 571 U.S. 117, 126 (2014).

² On the homepage of its website, CLAS states that it and Chicago Title are joint venture partners. Chicago Title was joined as a defendant because of this express representation as to its partnership status with CLAS. <https://www.ctclas.com/> Chicago Title claims that it is a 49.9% shareholder of CLAS and that Chicago Title and CLAS are not “partners” (see Second Affidavit of Michael Cusack, attached as Exhibit C).

The Honorable Michael G. Nettles granted Chicago Title's motion to dismiss on October 12, 2022. It is his Order Granting Chicago Title Insurance Company's Motion to Dismiss for Lack of Personal Jurisdiction (hereinafter "the Order") (see attached Exhibit D) that is the subject of this instant appeal.

Ms. Ward opposed Chicago Title's motion, arguing that the U.S. Supreme Court case, *Pennsylvania Fire Ins. Co. of Philadelphia v Gold Ins. Mining & Milling Co.*, 243 U.S. 93 (1917) is directly on point and is controlling precedent that establishes that South Carolina courts do have personal jurisdiction over insurers that have obtained licensure in South Carolina. Judge Nettles addressed this on page 5 of the Order:

Plaintiff argues that Chicago Title is subject to general jurisdiction because it is a licensed insurer in South Carolina and, pursuant to South Carolina Code Section 38-5-70, licensed insurers are required to appoint the Director of the South Carolina Department of Insurance (the "Director") to be their "attorney upon whom all legal process in any action or proceeding against them must be served and in this writing shall agree that any lawful process against it which is served upon this attorney is of the same legal force and validity as if served upon the insurer"

In support of this argument, Plaintiff cites *Pennsylvania Fire Ins. Co. of Philadelphia v Gold Ins. Mining & Milling Co.*, 243 US 93 (1917), where the Supreme Court held that an insurer consented to general jurisdiction in Missouri by complying with a state law requiring that to obtain a license and execute a power of attorney agreeing that service on the superintendent of insurance was the equivalent of personal service.

However, *Pennsylvania Fire* was decided before the Supreme Court's "transformative" opinion in *International Shoe*, which adopted the minimum contacts approach to personal jurisdiction. See *Fidrych v Marriott Intl., Inc.*, 952 F.3d 124, 136 (4th Cir. 2020) (remaining citations omitted). . . .

Judge Nettles discussed that several other courts that considered *Pennsylvania Fire* have consistently found that *Pennsylvania Fire* had been implicitly overruled by more recent Supreme Court decisions (Order, pp. 5-7).

The basic rule concerning personal jurisdiction is that a court cannot exercise jurisdiction over a foreign corporation if the exercise of jurisdiction would violate “the traditional notions of fair play and substantial justice”. *International Shoe, supra*, and its progeny. The courts have developed various tests to determine whether the exercise of personal jurisdiction comports with the constitutional requirements that exercising jurisdiction over a foreign corporation does not violate the traditional notions of fair play and substantial justice. *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 611 S.E.2d 505 (2005); *Coggeshall v. Reproductive Endocrine Assoc. of Charlotte*, 376 S.C. 12, 655 S.E.2d 476 (2007).

It is generally recognized that a foreign corporation, including insurers, can consent to jurisdiction in a given state. This is why *Pennsylvania Fire* is so important to this instant appeal. Not only did it confirm that personal jurisdiction by consent is constitutionally firm, *Pennsylvania Fire* involved insurance statutes almost identical to those that apply in this case.

In *Pennsylvania Fire*, the plaintiff, an Arizona company, sued Pennsylvania Fire, a Pennsylvania insurance company, in Missouri, over an insurance claim insuring property in Colorado. *Id.* at 94-95. Like South Carolina, Missouri required every insurer licensed in the state to appoint the “Superintendent of the Insurance Department” as the insurance company’s agent for service of process “. . . so long as it [the insurance company] should have any liabilities outstanding in the state.” *Id.* at 94³. Pennsylvania Fire argued that it

³ In South Carolina, the Director of the Department of Insurance is equivalent to the Superintendent of the Insurance Department in Missouri. The language as to any liabilities remaining outstanding in the state is almost identical to S.C. Code Ann. § 38-5-70, which requires the same.

had not consented to suit in Missouri by an out-of-state plaintiff on a policy issued on Colorado property. *Pennsylvania Fire* contended that it was a violation of its constitutional due process rights under the Fourteenth Amendment to find that it was subject to the jurisdiction of Missouri. *Id.*

The U.S. Supreme Court in *Pennsylvania Fire* rejected this argument and held that *Pennsylvania Fire* had consented to jurisdiction in Missouri through its licensure and its constitutional rights were not violated. *Id.* at 95. The Supreme Court held that even though there were no suit related contacts in Missouri, the statute authorizing service on the Commissioner “did not deprive the defendant of due process of law even if it took the defendant by surprise.” *Id.* at 94-95. The U.S. Supreme Court reasoned that the insurer had consented to jurisdiction and it, therefore, could be sued in Missouri (“[w]hen a power is actually confirmed by a document, the party executing it takes the risk of the interpretation that may be put upon it by the courts.” *Id.* at 96. *Pennsylvania Fire* is directly on point to the issue of personal jurisdiction in this appeal.

As discussed above, the trial court held that *Pennsylvania Fire* was no longer applicable as it had been implicitly repealed. It was this very issue that was before the U.S. Supreme Court in *Mallory*. Mr. Mallory, a nonresident, sued the respondent, Norfolk Southern Railway Co., a Virginia company, in Pennsylvania. Mr. Mallory argued that Norfolk Southern’s registration to do business in Pennsylvania constituted its consent to be sued in Pennsylvania even if the cause of action did not accrue there. Norfolk Southern had registered to do business in Pennsylvania, but argued that this consent was inadequate to support a finding that the Pennsylvania courts had personal jurisdiction over

it. The trial court dismissed the plaintiff's action based on lack of personal jurisdiction. On appeal, the Pennsylvania Supreme Court agreed with Norfolk Southern and affirmed the dismissal. The Pennsylvania Supreme Court held that *Pennsylvania Fire* had been implicitly overruled and that jurisdiction based on consent by way of registration did not comport with the constitutional requirements for personal jurisdiction. (*Mallory v. Norfolk Southern Railway Company*, 266 A.3d 542, 559-560 (Pa., 2021)).

Mallory appealed to the U.S. Supreme Court. On June 27, 2023, the U.S. Supreme Court ruled that *Pennsylvania Fire* had not been implicitly repealed and found that it is alive, well and still the controlling precedent on the issue of personal jurisdiction by consent. The U.S. Supreme Court, in the *Mallory* opinion written by Justice Gorsuch for the majority, held:

Not every case poses a new question. This case poses a very old question indeed – one this Court resolved more than a century ago in *Pennsylvania Fire*. Because that decision remains the law, the judgment of the Supreme Court of Pennsylvania is vacated, and the case is remanded.

In other words, the *Mallory* decision expressly reaffirms that *Pennsylvania Fire* is the guiding light and binding precedent on the trial court in determining whether the courts of South Carolina have personal jurisdiction over licensed insurance companies like Chicago Title.

South Carolina case law is consistent with the *Mallory* holding. This principle that a licensed, foreign insurer is subject to the jurisdiction of the South Carolina courts is consistent with this holding. In *Wofford v. Prudential Ins. Co. of America*, 65 F.Supp. 637 (D.S.C. 1946), the Federal Court in Greenville addressed this issue. In *Prudential*, the plaintiff, a Kansas resident, sued Prudential, a New Jersey insurer, in South Carolina.

Prudential contended, in part, that venue was improper in South Carolina and that the Federal Court in Greenville did not have jurisdiction over it. Disagreeing with Prudential, United States District Judge Charles Cecil Wyche held that by executing the form appointing the Commissioner of the Department of Insurance as the attorney-in-fact for accepting service of process, it affirmatively consented to be sued in South Carolina and, as a result, the Court had personal jurisdiction over Prudential. *Id.* at 639-640.

In *Equilease Corp v. Weathers*, 275 S.C. 478, 483, 272 S.E.2d 789,791 (1980), the South Carolina Supreme Court stated that S.C. Code Ann. §§ 15-9-270 and 38-5-70 [typo in opinion] were “designed by the legislature to provide a *simple and easy method of obtaining jurisdiction* over a foreign insurance company.” [emphasis added] Accord *White Oak Manner, Inc. v. Lexington Ins. Co.*, 407 S.C. 1, 9, 753 S.E.2d 537, 541 (2014). “[W]here service is accomplished in a manner consented to by the defendant, service of process is valid and a court has jurisdiction over the defendant for purposes of entering judgment.” *White Oak Manor*, 407 S.C. at 9, 453 S.E.2d at 541.

Chicago Title’s licensure in South Carolina, including its express appointment of the Director of Insurance as its attorney for purposes of service of process, creates general jurisdiction over Chicago Title in this state. Jurisdiction over Chicago Title is not limited only to insurance policies. S.C. Code Ann § 38-5-40 makes clear that the Director is the attorney for process “for any lawful process against it [Chicago Title]”. The Amended Summons and Complaint certainly constitutes lawful process.

As importantly, Chicago Title is engaged in an enduring relationship in South Carolina that is substantial, continuous and systematic. *Coggeshall*, *supra* S.E.2d 479-

480. In light of its enduring relationship with South Carolina and its appointment of the Director of the Department of Insurance as its attorney for service of process, Chicago Title is certainly subject to the jurisdiction of the courts of South Carolina.

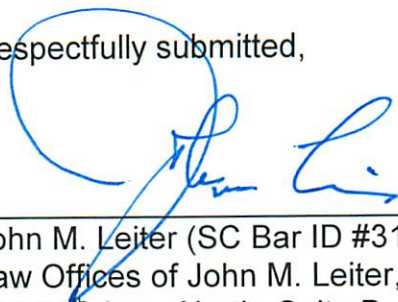
Ms. Ward anticipates that Chicago Title will argue that the trial court's order contains other grounds for why it found that Chicago Title was not subject to personal jurisdiction of the South Carolina courts. However, these considerations are secondary to the trial court's fundamental error in ruling that *Pennsylvania Fire* did not apply. Without considering the applicability of *Pennsylvania Fire*, the other grounds cannot meaningfully be addressed.

CONCLUSION

Mallory was decided by the Supreme Court after the trial court issued its Order dismissing Chicago Title. The trial court has not had the opportunity to consider *Pennsylvania Fire* as operative and binding precedent on the issue of whether Chicago Title has consented to jurisdiction in South Carolina.

As noted in her Amended Complaint, Ms. Ward was 77 years old when the deed depriving of her home was recorded with the RoD. Considering the Supreme Court's pronouncement in *Mallory*, and Ms. Ward's age, she prays that this matter be remanded to the trial court with instructions that it consider *Pennsylvania Fire* and *Mallory* as binding law on the issue of personal jurisdiction.

Respectfully submitted,



John M. Leiter (SC Bar ID #3187)
Law Offices of John M. Leiter, PA
405 79th Ave., North, Suite B
Myrtle Beach, SC 29572
(843) 449-1451
Attorney for Appellant

August 4, 2023

Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

MALLORY *v.* NORFOLK SOUTHERN RAILWAY CO.CERTIORARI TO THE SUPREME COURT OF PENNSYLVANIA,
EASTERN DISTRICT

No. 21–1168. Argued November 8, 2022—Decided June 27, 2023

Robert Mallory worked for Norfolk Southern as a freight-car mechanic for nearly 20 years, first in Ohio, then in Virginia. After he left the company, Mr. Mallory moved to Pennsylvania for a period before returning to Virginia. Along the way he was diagnosed with cancer. Because he attributed his illness to his work at Norfolk Southern, Mr. Mallory sued his former employer under the Federal Employers’ Liability Act, 45 U. S. C. §§51–60, a federal workers’ compensation scheme permitting railroad employees to recover damages for their employers’ negligence. Mr. Mallory filed his lawsuit in Pennsylvania state court. Norfolk Southern—a company incorporated in Virginia and headquartered there—resisted the suit on the basis that a Pennsylvania court’s exercise of personal jurisdiction over it would offend the Due Process Clause of the Fourteenth Amendment. Norfolk Southern noted that when the complaint was filed, Mr. Mallory resided in Virginia, and the complaint alleged that Mr. Mallory was exposed to carcinogens only in Ohio and Virginia. Mr. Mallory pointed to Norfolk Southern’s presence in Pennsylvania, noting that Norfolk Southern manages over 2,000 miles of track, operates 11 rail yards, and runs 3 locomotive repair shops in Pennsylvania. In fact, Norfolk Southern has registered to do business in Pennsylvania in light of its “regular, systematic, [and] extensive” operations there. 266 A. 3d 542, 562; see 15 Pa. Cons. Stat. §411(a). And Pennsylvania requires out-of-state companies that register to do business in the Commonwealth to agree to appear in its courts on “any cause of action” against them. 42 Pa. Cons. Stat. §5301(a)(2)(i), (b). By complying with this statutory scheme, Mr. Mallory submitted, Norfolk Southern had consented to suit in Pennsylvania on claims just like his.

The Pennsylvania Supreme Court sided with Norfolk Southern.

Syllabus

That court found that the Pennsylvania law—requiring an out-of-state firm to answer in the Commonwealth any suits against it in exchange for status as a registered foreign corporation and the benefits that entails—violates the Due Process Clause.

Held: The judgment is vacated, and the case remanded. This case is controlled by *Pennsylvania Fire Ins. Co. of Philadelphia v. Gold Issue Mining & Milling Co.*, 243 U. S. 93. Much like the Missouri law that the Court in *Pennsylvania Fire* found to comport with the Due Process Clause, the Pennsylvania law at issue here provides that an out-of-state corporation “may not do business in this Commonwealth until it registers with” the Department of State. 15 Pa. Cons. Stat. §411(a). Among other things, Pennsylvania law is explicit that “qualification as a foreign corporation” shall permit state courts to “exercise general personal jurisdiction” over a registered foreign corporation, just as they can over domestic corporations. 42 Pa. Cons. Stat. §5301(a)(2). Norfolk Southern has complied with this law since 1998, when it registered to do business in Pennsylvania. Norfolk Southern applied for a “Certificate of Authority” from the Commonwealth which, once approved, conferred on Norfolk Southern both the benefits and burdens shared by domestic corporations, including amenability to suit in state court on any claim. For more than two decades, Norfolk Southern has agreed to be found in Pennsylvania and answer any suit there.

Pennsylvania Fire held that suits premised on these grounds do not deny a defendant due process of law. Mr. Mallory no longer lives in Pennsylvania and his cause of action did not accrue there. But none of that makes any difference. To decide this case, the Court need not speculate whether any other statutory scheme and set of facts would suffice to establish consent to suit. It is enough to acknowledge that the state law and facts before the Court fall squarely within *Pennsylvania Fire*’s rule.

In the proceedings below, the Pennsylvania Supreme Court seemed to recognize that *Pennsylvania Fire* dictated an answer in Mr. Mallory’s favor but ruled for Norfolk Southern because, in its view, intervening decisions from this Court had “implicitly overruled” *Pennsylvania Fire*. See 266 A. 3d, at 559, 567. That was error. As this Court has explained: “If a precedent of this Court has direct application in a case,” as *Pennsylvania Fire* does here, a lower court “should follow the case which directly controls, leaving to this Court the prerogative of overruling its own decisions.” *Rodriguez de Quijas v. Shearson/American Express, Inc.*, 490 U. S. 477, 484. This is true even if the lower court thinks the precedent is in tension with “some other line of decisions.” *Ibid.* Pp. 10–12.

266 A. 3d 542, vacated and remanded.

Syllabus

GORSUCH, J., announced the judgment of the Court, delivered the opinion of the Court with respect to Parts I and III–B, in which THOMAS, ALITO, SOTOMAYOR, and JACKSON, JJ., joined, and an opinion with respect to Parts II, III–A, and IV, in which THOMAS, SOTOMAYOR, and JACKSON, JJ., joined. JACKSON, J., filed a concurring opinion. ALITO, J., filed an opinion concurring in part and concurring in the judgment. BARRETT, J., filed a dissenting opinion, in which ROBERTS, C. J., and KAGAN and KAVANAUGH, JJ., joined.

Opinion of the Court

NOTICE: This opinion is subject to formal revision before publication in the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D. C. 20543, pio@supremecourt.gov, of any typographical or other formal errors.

SUPREME COURT OF THE UNITED STATES

No. 21–1168

ROBERT MALLORY, PETITIONER *v.* NORFOLK
SOUTHERN RAILWAY CO.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF
PENNSYLVANIA, EASTERN DISTRICT

[June 27, 2023]

JUSTICE GORSUCH announced the judgment of the Court and delivered the opinion of the Court with respect to Parts I and III–B, and an opinion with respect to Parts II, III–A, and IV, in which JUSTICE THOMAS, JUSTICE SOTOMAYOR, and JUSTICE JACKSON join.

Imagine a lawsuit based on recent events. A few months ago, a Norfolk Southern train derailed in Ohio near the Pennsylvania border. Its cargo? Hazardous chemicals. Some poured into a nearby creek; some burst into flames. In the aftermath, many residents reported unusual symptoms.¹ Suppose an Ohio resident sued the train conductor seeking compensation for an illness attributed to the accident. Suppose, too, that the plaintiff served his complaint on the conductor across the border in Pennsylvania. Everyone before us agrees a Pennsylvania court could hear that lawsuit consistent with the Due Process Clause of the Fourteenth Amendment. The court could do so even if the conductor was a Virginia resident who just happened to be passing through Pennsylvania when the process server

¹See U. S. Environmental Protection Agency, East Palestine, Ohio Train Derailment (June 21, 2023), <https://www.epa.gov/east-palestine-oh-train-derailment>.

Opinion of the Court

caught up with him.

Now, change the hypothetical slightly. Imagine the same Ohio resident brought the same suit in the same Pennsylvania state court, but this time against Norfolk Southern. Assume, too, the company has filed paperwork consenting to appear in Pennsylvania courts as a condition of registering to do business in the Commonwealth. Could a Pennsylvania court hear that case too? You might think so. But today, Norfolk Southern argues that the Due Process Clause entitles it to a more favorable rule, one shielding it from suits even its employees must answer. We reject the company's argument. Nothing in the Due Process Clause requires such an incongruous result.

I

Robert Mallory worked for Norfolk Southern as a freight-car mechanic for nearly 20 years, first in Ohio, then in Virginia. During his time with the company, Mr. Mallory contends, he was responsible for spraying boxcar pipes with asbestos and handling chemicals in the railroad's paint shop. He also demolished car interiors that, he alleges, contained carcinogens.

After Mr. Mallory left the company, he moved to Pennsylvania for a period before returning to Virginia. Along the way, he was diagnosed with cancer. Attributing his illness to his work for Norfolk Southern, Mr. Mallory hired Pennsylvania lawyers and sued his former employer in Pennsylvania state court under the Federal Employers' Liability Act, 35 Stat. 65, as amended, 45 U. S. C. §§51–60. That law creates a workers' compensation scheme permitting railroad employees to recover damages for their employers' negligence. See *Norfolk Southern R. Co. v. Sorrell*, 549 U. S. 158, 165–166 (2007).

Norfolk Southern resisted Mr. Mallory's suit on constitutional grounds. By the time he filed his complaint, the com-

Opinion of the Court

pany observed, Mr. Mallory resided in Virginia. His complaint alleged that he was exposed to carcinogens in Ohio and Virginia. Meanwhile, the company itself was incorporated in Virginia and had its headquarters there too.² On these facts, Norfolk Southern submitted, any effort by a Pennsylvania court to exercise personal jurisdiction over it would offend the Due Process Clause of the Fourteenth Amendment.

Mr. Mallory saw things differently. He noted that Norfolk Southern manages over 2,000 miles of track, operates 11 rail yards, and runs 3 locomotive repair shops in Pennsylvania. He also pointed out that Norfolk Southern has registered to do business in Pennsylvania in light of its “regular, systematic, [and] extensive” operations there. 266 A. 3d 542, 562 (Pa. 2021); see 15 Pa. Cons. Stat. §411(a) (2014). That is significant, Mr. Mallory argued, because Pennsylvania requires out-of-state companies that register to do business in the Commonwealth to agree to appear in its courts on “any cause of action” against them. 42 Pa. Cons. Stat. §5301(a)(2)(i), (b) (2019); see 266 A. 3d, at 564. By complying with this statutory scheme, Mr. Mallory contended, Norfolk Southern had consented to suit in Pennsylvania on claims just like his.

Ultimately, the Pennsylvania Supreme Court sided with Norfolk Southern. Yes, Mr. Mallory correctly read Pennsylvania law. It requires an out-of-state firm to answer any suits against it in exchange for status as a registered foreign corporation and the benefits that entails. 266 A. 3d, at 561–563. But, no, the court held, Mr. Mallory could not invoke that law because it violates the Due Process Clause. *Id.*, at 564–568. In reaching this conclusion, the Pennsylvania Supreme Court acknowledged its disagreement with the Georgia Supreme Court, which had recently rejected a

²After Mr. Mallory commenced this suit, Norfolk Southern relocated its headquarters to Georgia. See Brief for Respondent 5.

Opinion of GORSUCH, J.

similar due process argument from a corporate defendant. *Id.*, at 560, n. 13 (citing *Cooper Tire & Rubber Co. v. McCall*, 312 Ga. 422, 863 S. E. 2d 81 (2021)).

In light of this split of authority, we agreed to hear this case and decide whether the Due Process Clause of the Fourteenth Amendment prohibits a State from requiring an out-of-state corporation to consent to personal jurisdiction to do business there. 596 U. S. ____ (2022).³

II

The question before us is not a new one. In truth, it is a very old question—and one this Court resolved in *Pennsylvania Fire Ins. Co. of Philadelphia v. Gold Issue Mining & Milling Co.*, 243 U. S. 93 (1917). There, the Court unanimously held that laws like Pennsylvania’s comport with the Due Process Clause. Some background helps explain why the Court reached the result it did.

Both at the time of the founding and the Fourteenth Amendment’s adoption, the Anglo-American legal tradition recognized that a tribunal’s competence was generally constrained only by the “territorial limits” of the sovereign that created it. J. Story, *Commentaries on the Conflict of Laws* §539, pp. 450–451 (1834) (Story); see also *United States v. Union Pacific R. Co.*, 98 U. S. 569, 602–603 (1879). That principle applied to all kinds of actions, but cashed out differently based on the object of the court’s attention. So, for example, an action *in rem* that claimed an interest in immovable property was usually treated as a “*local*” action that could be brought only in the jurisdiction where the property was located. 3 W. Blackstone, *Commentaries on*

³The Pennsylvania Supreme Court did not address Norfolk Southern’s alternative argument that Pennsylvania’s statutory scheme as applied here violates this Court’s dormant Commerce Clause doctrine. See 266 A. 3d, at 559–560, nn. 9, 11. Nor did we grant review to consider that question. Accordingly, any argument along those lines remains for consideration on remand.

Opinion of GORSUCH, J.

the Laws of England 117–118, 294 (1768). Meanwhile, an *in personam* suit against an individual “for injuries that might have happened any where” was generally considered a “transitory” action that followed the individual. *Id.*, at 294. All of which meant that a suit could be maintained by anyone on any claim in any place the defendant could be found. Story §538, at 450.

American courts routinely followed these rules. Chief Justice Marshall, for one, was careful to distinguish between local and transitory actions in a case brought by a Virginia plaintiff against a Kentucky defendant based on a fraud perpetrated in Ohio. *Massie v. Watts*, 6 Cranch 148, 162–163 (1810). Because the action was a transitory one that followed the individual, he held, the suit could be maintained “wherever the [defendant] may be found.” *Id.*, at 158, 161–163; see also, *e.g.*, *Livingston v. Jefferson*, 15 F. Cas. 660, 663–664 (No. 8,411) (CC Va. 1811) (opinion of Marshall, C. J.); *Peabody v. Hamilton*, 106 Mass. 217, 220–221 (1870); *Bissell v. Briggs*, 9 Mass. 462, 468–470 (1813).

This rule governing transitory actions still applies to natural persons today. Some call it “tag” jurisdiction. And our leading case applying the rule is not so old. See *Burnham v. Superior Court of Cal., County of Marin*, 495 U. S. 604 (1990). The case began with Dennis Burnham’s business trip to California. *Id.*, at 608 (plurality opinion). During his short visit, Mr. Burnham’s estranged wife served him with a summons to appear in California state court for divorce proceedings. *Ibid.* This Court unanimously approved the state court’s exercise of personal jurisdiction over Mr. Burnham as consistent with the Due Process Clause—and did so even though the Burnhams had spent nearly all their married life in New Jersey and Mr. Burnham still resided there. See *id.*, at 607–608, 616–619; *id.*, at 628 (White, J., concurring in part and concurring in judgment); *id.*, at 635–639 (Brennan, J., concurring in judgment); *id.*, at 640 (Stevens, J., concurring in judgment).

Opinion of GORSUCH, J.

As the use of the corporate form proliferated in the 19th century, the question arose how to adapt the traditional rule about transitory actions for individuals to artificial persons created by law. Unsurprisingly, corporations did not relish the prospect of being haled into court for any claim anywhere they conducted business. “No one, after all, has ever liked greeting the process server.” *Ford Motor Co. v. Montana Eighth Judicial Dist. Court*, 592 U. S. ___, ___ (2021) (GORSUCH, J., concurring in judgment) (slip op., at 7). Corporations chartered in one State sought the right to send their sales agents and products freely into other States. At the same time, when confronted with lawsuits in those other States, some firms sought to hide behind their foreign character and deny their presence to defeat the court’s jurisdiction. *Ibid.*; see Brief for Petitioner 13–15; see also R. Jackson, What Price “Due Process”?, 5 N. Y. L. Rev. 435, 438 (1927) (describing this as the asserted right to “both be and not be”).

Lawmakers across the country soon responded to these stratagems. Relevant here, both before and after the Fourteenth Amendment’s ratification, they adopted statutes requiring out-of-state corporations to consent to in-state suits in exchange for the rights to exploit the local market and to receive the full range of benefits enjoyed by in-state corporations. These statutes varied. In some States, out-of-state corporate defendants were required to agree to answer suits brought by in-state plaintiffs. See, e.g., N. Y. Code Proc. §427 (1849); 1866 Wis. Laws ch. 1, §86.1; Md. Ann. Code, Art. 26, §211 (1868); N. C. Gen. Stat., ch. 17, §82 (1873). In other States, corporations were required to consent to suit if the plaintiff’s cause of action arose within the State, even if the plaintiff happened to reside elsewhere. See, e.g., Iowa Code, ch. 101, §1705 (1851); 1874 Tex. Gen. Laws p. 107; 1881 Mich. Pub. Acts p. 348. Still other States (and the federal government) omitted both of these limitations. They required all out-of-state corporations that registered to do

Opinion of GORSUCH, J.

business in the forum to agree to defend themselves there against any manner of suit. See, *e.g.*, Act of Feb. 22, 1867, 14 Stat. 404; 1889 Nev. Stats. p. 47; S. C. Rev. Stat., Tit. 7, ch. 45, §1466 (1894); Conn. Gen. Stat. §3931 (1895). Yet another group of States applied this all-purpose-jurisdiction rule to a subset of corporate defendants, like railroads and insurance companies. See, *e.g.*, 1827 Va. Acts ch. 74, p. 77; 1841 Pa. Laws p. 29; 1854 Ohio Laws p. 91; Ill. Comp. Stat., ch. 112, §68 (1855); Ark. Stat., ch. 76, §3561 (1873); Mo. Rev. Stat., ch. 119, Art. 4, §6013 (1879). Mr. Mallory has collected an array of these statutes, enacted between 1835 and 1915, in his statutory appendix. See App. to Brief for Petitioner 1a–274a.⁴

⁴Norfolk Southern and the dissent observe that *some* state courts applied these laws narrowly. Brief for Respondent 43–44; *post*, at 11–12, and n. 4 (BARRETT, J., dissenting). But, as we will see in a moment, *others* did not. Part III, *infra*. Even state courts that adopted narrowing constructions of their laws did so by invoking statutory interpretation principles and discretionary doctrines. Notably, neither Norfolk Southern nor the dissent has identified a *single* case (or any other source) from this period holding that all-purpose jurisdiction premised on a consent statute violates the Due Process Clause. Indeed, some of the decisions they cite presumed just the opposite. See, *e.g.*, *Camden Rolling Mill Co. v. Swede Iron Co.*, 32 N. J. L. 15, 17–18 (1866) (a law like Pennsylvania’s “could be judicially adopted” consistent with due process if clearly expressed); *Sawyer v. North Am. Life Ins. Co.*, 46 Vt. 697, 706–707 (1874) (similar). Nothing in this body of case law, then, comes close to satisfying Norfolk Southern’s burden of establishing that consent statutes like Pennsylvania’s “offen[d] some principle of justice so rooted in the traditions and conscience of our people as to be ranked” among those secured by the Due Process Clause. *Medina v. California*, 505 U. S. 437, 445–448 (1992). In saying this much, we hardly suggest, as the dissent supposes, that the practice of States or their courts is irrelevant. *Post*, at 11, n. 3. Our point is simply that Norfolk Southern has not met *its burden* of showing that original and historic understandings of due process foreclose consent statutes.

Opinion of GORSUCH, J.

III

A

Unsurprisingly, some corporations challenged statutes like these on various grounds, due process included. And, ultimately, one of these disputes reached this Court in *Pennsylvania Fire*.

That case arose this way. Pennsylvania Fire was an insurance company incorporated under the laws of Pennsylvania. In 1909, the company executed a contract in Colorado to insure a smelter located near the town of Cripple Creek owned by the Gold Issue Mining & Milling Company, an Arizona corporation. *Gold Issue Min. & Milling Co. v. Pennsylvania Fire Ins. Co. of Phila.*, 267 Mo. 524, 537, 184 S. W. 999, 1001 (1916). Less than a year later, lightning struck and a fire destroyed the insured facility. *Ibid.* When Gold Issue Mining sought to collect on its policy, Pennsylvania Fire refused to pay. So, Gold Issue Mining sued. But it did not sue where the contract was formed (Colorado), or in its home State (Arizona), or even in the insurer’s home State (Pennsylvania). Instead, Gold Issue Mining brought its claim in a Missouri state court. *Id.*, at 534, 184 S. W., at 1000. Pennsylvania Fire objected to this choice of forum. It said the Due Process Clause spared it from having to answer in Missouri’s courts a suit with no connection to the State. *Id.*, at 541, 184 S. W., at 1002.

The Missouri Supreme Court disagreed. It first observed that Missouri law required any out-of-state insurance company “desiring to transact any business” in the State to file paperwork agreeing to (1) appoint a state official to serve as the company’s agent for service of process, and (2) accept service on that official as valid in any suit. *Id.*, at 543, 184 S. W., at 1003 (internal quotation marks omitted). For more than a decade, Pennsylvania Fire had complied with the law, as it had “desir[ed] to transact business” in Missouri “pursuant to the laws thereof.” *Id.*, at 545, 184 S. W., at 1003. And Gold Issue Mining had served process on the

Opinion of GORSUCH, J.

appropriate state official, just as the law required. See *id.*, at 535, 184 S. W., at 1000.

As to the law’s constitutionality, the Missouri Supreme Court carefully reviewed this Court’s precedents and found they “clearly” supported “sustain[ing] the proceeding.” *Id.*, at 569, 576, 184 S. W., at 1010, 1013; see *id.*, at 552–576, 601, 184 S. W., at 1005–1013, 1020–1021. The Missouri Supreme Court explained that its decision was also supported by “the origin, growth, and history of transitory actions in England, and their importation, adoption, and expansion” in America. *Id.*, at 578–586, 184 S. W., at 1013–1016. It stressed, too, that the law had long permitted suits against individuals in any jurisdiction where they could be found, no matter where the underlying cause of action happened to arise. What sense would it make to treat a fictitious corporate person differently? See *id.*, at 588–592, 600, 184 S. W., at 1016–1018, 1020. For all these reasons, the court concluded, Pennsylvania Fire “ha[d] due process of law, regardless of the place, state or nation where the cause of action arose.” *Id.*, at 576, 184 S. W., at 1013.

Dissatisfied with this answer, Pennsylvania Fire turned here. Writing for a unanimous Court, Justice Holmes had little trouble dispatching the company’s due process argument. Under this Court’s precedents, there was “no doubt” Pennsylvania Fire could be sued in Missouri by an out-of-state plaintiff on an out-of-state contract because it had agreed to accept service of process in Missouri on any suit as a condition of doing business there. *Pennsylvania Fire*, 243 U. S., at 95. Indeed, the Court thought the matter so settled by existing law that the case “hardly” presented an “open” question. *Ibid.* The Court acknowledged that the outcome might have been different if the corporation had never appointed an agent for service of process in Missouri, given this Court’s earlier decision in *Old Wayne Mut. Life Assn. of Indianapolis v. McDonough*, 204 U. S. 8 (1907). But the Court thought that *Old Wayne* had “left untouched”

Opinion of the Court

the principle that due process allows a corporation to be sued on any claim in a State where it has appointed an agent to receive whatever suits may come. 243 U. S., at 95–96. The Court found it unnecessary to say more because the company’s objections had been resolved “at length in the judgment of the court below.” *Id.*, at 95.

That assessment was understandable. Not only had the Missouri Supreme Court issued a thoughtful opinion. Not only did a similar rule apply to transitory actions against individuals. Other leading judges, including Learned Hand and Benjamin Cardozo, had reached similar conclusions in similar cases in the years leading up to *Pennsylvania Fire*. See *Smolik v. Philadelphia & Reading Coal & Iron Co.*, 222 F. 148, 150–151 (SDNY 1915) (Hand, J.); *Bagdon v. Philadelphia & Reading Coal & Iron Co.*, 217 N. Y. 432, 436–437, 111 N. E. 1075, 1076–1077 (1916) (Cardozo, J.). In the years following *Pennsylvania Fire*, too, this Court reaffirmed its holding as often as the issue arose. See, e.g., *Louisville & Nashville R. Co. v. Chatters*, 279 U. S. 320, 325–326 (1929); *Neirbo Co. v. Bethlehem Shipbuilding Corp.*, 308 U. S. 165, 175 (1939); see also *Robert Mitchell Furniture Co. v. Selden Breck Constr. Co.*, 257 U. S. 213, 215–216 (1921); *Wuchter v. Pizzutti*, 276 U. S. 13, 20 (1928).

B

Pennsylvania Fire controls this case. Much like the Missouri law at issue there, the Pennsylvania law at issue here provides that an out-of-state corporation “may not do business in this Commonwealth until it registers with” the Department of State. 15 Pa. Cons. Stat. §411(a). As part of the registration process, a corporation must identify an “office” it will “continuously maintain” in the Commonwealth. §411(f); see also §412(a)(5). Upon completing these requirements, the corporation “shall enjoy the same rights and privileges as a domestic entity and shall be subject to the

Opinion of the Court

same liabilities, restrictions, duties and penalties . . . imposed on domestic entities.” §402(d). Among other things, Pennsylvania law is explicit that “qualification as a foreign corporation” shall permit state courts to “exercise general personal jurisdiction” over a registered foreign corporation, just as they can over domestic corporations. 42 Pa. Cons. Stat. §5301(a)(2)(i).

Norfolk Southern has complied with this law for many years. In 1998, the company registered to do business in Pennsylvania. Acting through its Corporate Secretary as a “duly authorized officer,” the company completed an “Application for Certificate of Authority” from the Commonwealth “[i]n compliance with” state law. App. 1–2. As part of that process, the company named a “Commercial Registered Office Provider” in Philadelphia County, agreeing that this was where it “shall be deemed . . . located.” *Ibid.* The Secretary of the Commonwealth approved the application, conferring on Norfolk Southern both the benefits and burdens shared by domestic corporations—including amenability to suit in state court on any claim. *Id.*, at 1. Since 1998, Norfolk Southern has regularly updated its information on file with the Secretary. In 2009, for example, the company advised that it had changed its Registered Office Provider and would now be deemed located in Dauphin County. *Id.*, at 6; see 15 Pa. Cons. Stat. §4144(b) (1988). All told, then, Norfolk Southern has agreed to be found in Pennsylvania and answer any suit there for more than 20 years.

Pennsylvania Fire held that suits premised on these grounds do not deny a defendant due process of law. Even Norfolk Southern does not seriously dispute that much. It concedes that it registered to do business in Pennsylvania, that it established an office there to receive service of process, and that in doing so it understood it would be amenable to suit on any claim. Tr. of Oral Arg. 62; *post*, at 2 (ALITO, J., concurring in part and concurring in judgment);

Opinion of the Court

post, at 2–3 (JACKSON, J., concurring). Of course, Mr. Mallory no longer lives in Pennsylvania and his cause of action did not accrue there. But none of that makes any more difference than the fact that Gold Issue Mining was not from Missouri (but from Arizona) and its claim did not arise there (but in Colorado). See *Pennsylvania Fire*, 267 Mo., at 537, 184 S. W., at 1001. To decide this case, we need not speculate whether any other statutory scheme and set of facts would suffice to establish consent to suit. It is enough to acknowledge that the state law and facts before us fall squarely within *Pennsylvania Fire*’s rule. See *post*, at 2–4 (opinion of ALITO, J.).

In the proceedings below, the Pennsylvania Supreme Court seemed to recognize that *Pennsylvania Fire* dictated an answer in Mr. Mallory’s favor. Still, it ruled for Norfolk Southern anyway. It did so because, in its view, intervening decisions from this Court had “implicitly overruled” *Pennsylvania Fire*. See 266 A. 3d, at 559, 567. But in following that course, the Pennsylvania Supreme Court clearly erred. As this Court has explained: “If a precedent of this Court has direct application in a case,” as *Pennsylvania Fire* does here, a lower court “should follow the case which directly controls, leaving to this Court the prerogative of overruling its own decisions.” *Rodriguez de Quijas v. Shearson/American Express, Inc.*, 490 U. S. 477, 484 (1989). This is true even if the lower court thinks the precedent is in tension with “some other line of decisions.” *Ibid.*⁵

⁵The dissent stresses that Pennsylvania’s statute does not use the word “consent” in describing the jurisdictional consequences of registration. When the dissent finally comes around to addressing *Pennsylvania Fire* at the end of its opinion, it fleetingly seeks to distinguish the decision along the same lines—stressing that words like “agent” and “jurisdiction” do not appear “in Norfolk Southern’s registration paperwork.” *Post*, at 5, 17, and n. 8. But, as the dissent itself elsewhere acknowledges, “[a] variety of legal arrangements have been taken to represent express or implied consent to” personal jurisdiction consistent with due process.

Opinion of GORSUCH, J.

IV

Now before us, Norfolk Southern candidly asks us to do what the Pennsylvania Supreme Court could not—overrule *Pennsylvania Fire*. Brief for Respondent 36–38. To smooth the way, Norfolk Southern suggests that this Court’s decision in *International Shoe Co. v. Washington*, 326 U. S. 310 (1945), has already done much of the hard work for us. That decision, the company insists, seriously undermined *Pennsylvania Fire*’s foundations. Brief for Respondent 34–36. We disagree. The two precedents sit comfortably side by side. See *post*, at 4 (opinion of ALITO, J.).

A

Start with how Norfolk Southern sees things. On the company’s telling, echoed by the dissent, *International Shoe* held that the Due Process Clause tolerates two (and only two) types of personal jurisdiction over a corporate defendant. First, “specific jurisdiction” permits suits that “‘arise out of or relate to’” a corporate defendant’s activities in the forum State. *Ford Motor Co.*, 592 U. S., at ____–____ (slip op., at 5–6). Second, “general jurisdiction” allows all kinds of suits against a corporation, but only in States where the corporation is incorporated or has its “principal place of business.” *Id.*, at ____ (slip op., at 5). After *International Shoe*, Norfolk Southern insists, no other bases for personal jurisdiction over a corporate defendant are permissible. Brief for Respondent 13–15; see *post*, at 2–4 (BARRETT, J., dissenting).

But if this account might seem a plausible summary of some of our *International Shoe* jurisprudence, it oversimplifies matters. Here is what really happened in *International*

Post, at 4. And neither *Pennsylvania Fire*, nor our later decisions applying it, nor our precedents approving other forms of consent to personal jurisdiction have ever imposed some sort of “magic words” requirement. See *infra*, at 22–23; *Pennsylvania Fire*, 243 U. S., at 95; *Neirbo Co.*, 308 U. S., at 175.

Opinion of GORSUCH, J.

Shoe. The State of Washington sued a corporate defendant in state court for claims based on its in-state activities even though the defendant had *not* registered to do business in Washington and had *not* agreed to be present and accept service of process there. 326 U. S., at 312–313. Despite this, the Court held that the suit against the company comported with due process. In doing so, the Court reasoned that the Fourteenth Amendment “permit[s]” suits against a corporate defendant that has not agreed to be “presen[t] within the territorial jurisdiction of a court,” so long as “the quality and nature of the [company’s] activity” in the State “make it reasonable and just” to maintain suit there. *Id.*, at 316, 319–320. Put simply, even without agreeing to be present, the out-of-state corporation was still amenable to suit in Washington consistent with “‘fair play and substantial justice’”—terms the Court borrowed from Justice Holmes, the author of *Pennsylvania Fire. International Shoe*, 326 U. S., at 316 (citing *McDonald v. Mabee*, 243 U. S. 90, 91–92 (1917)).

In reality, then, all *International Shoe* did was stake out an *additional* road to jurisdiction over out-of-state corporations. *Pennsylvania Fire* held that an out-of-state corporation that *has* consented to in-state suits in order to do business in the forum is susceptible to suit there. *International Shoe* held that an out-of-state corporation that *has not* consented to in-state suits may also be susceptible to claims in the forum State based on “the quality and nature of [its] activity” in the forum. 326 U. S., at 319. Consistent with all this, our precedents applying *International Shoe* have long spoken of the decision as asking whether a state court may exercise jurisdiction over a corporate defendant “‘that *has not consented* to suit in the forum.’” *Goodyear Dunlop Tires Operations, S. A. v. Brown*, 564 U. S. 915, 927–928 (2011) (emphasis added); see also *Daimler AG v. Bauman*, 571 U. S. 117, 129 (2014). Our precedents have recognized, too, that “express or implied consent” can continue to

Opinion of GORSUCH, J.

ground personal jurisdiction—and consent may be manifested in various ways by word or deed. See, e.g., *Insurance Corp. of Ireland v. Compagnie des Bauxites de Guinee*, 456 U. S. 694, 703 (1982); *BNSF R. Co. v. Tyrrell*, 581 U. S. 402, 415 (2017). See also *post*, at 4 (opinion of ALITO, J.).⁶

That Norfolk Southern overreads *International Shoe* finds confirmation in that decision’s emphasis on “‘fair play and substantial justice.’” 326 U. S., at 316. Sometimes, *International Shoe* said, the nature of a company’s in-state activities will support jurisdiction over a nonconsenting corporation when those activities “give rise to the liabilities sued on.” *Id.*, at 317. Other times, it added, suits “on causes of action arising from dealings entirely distinct from [the company’s] activities” in the forum State may be appropriate. *Id.*, at 318. These passages may have pointed the way to what (much) later cases would label “specific jurisdiction” over claims related to in-forum activities and “general jurisdiction” in places where a corporation is incorporated or headquartered. See, e.g., *Helicopteros Nacionales de Colombia, S. A. v. Hall*, 466 U. S. 408, 414–415, and nn. 8–9 (1984). But the fact remains that *International Shoe* itself eschewed any “mechanical or quantitative” test and instead endorsed a flexible approach focused on “the fair and orderly administration of the laws which it was the purpose of the due process clause to insure.” 326 U. S., at 319. Unquestionably, too, *International Shoe* saw this flexible standard as expanding—not contracting—state court jurisdiction. See *Daimler*, 571 U. S., at 128, and n. 6. As we later put the point: “The immediate effect of [*International Shoe*] was to increase the ability of the state courts to obtain personal jurisdiction over nonresident defendants.” *Shaffer*

⁶Because *International Shoe* allowed a suit against a corporation that had *not* registered to do business in the forum State, if it disturbed anything it was only this Court’s decision in *Old Wayne*, not *Pennsylvania Fire*. See *supra*, at 9–10; *Perkins v. Benguet Consol. Mining Co.*, 342 U. S. 437, 443–444 (1952).

Opinion of GORSUCH, J.

v. Heitner, 433 U. S. 186, 204 (1977).

Given all this, it is no wonder that we have already turned aside arguments very much like Norfolk Southern’s. In *Burnham*, the defendant contended that *International Shoe* implicitly overruled the traditional tag rule holding that individuals physically served in a State are subject to suit there for claims of any kind. 495 U. S., at 616 (plurality opinion). This Court rejected that submission. Instead, as Justice Scalia explained, *International Shoe* simply provided a “novel” way to secure personal jurisdiction that did nothing to displace other “traditional ones.” *Id.*, at 619. What held true there must hold true here. Indeed, seven years *after* deciding *International Shoe*, the Court cited *Pennsylvania Fire* approvingly. *Perkins v. Benguet Consol. Mining Co.*, 342 U. S. 437, 446, n. 6 (1952).⁷

B

Norfolk Southern offers several replies, but none persuades. The company begins by pointing to this Court’s decision in *Shaffer*. There, as the company stresses, the Court indicated that “‘prior decisions . . . inconsistent with’” *International Shoe* “‘are overruled.’” Brief for Respondent 35

⁷ Norfolk Southern and the dissent observe that, today, few States continue to employ consent statutes like Pennsylvania’s. Brief for Respondent 22; *post*, at 9–10, 15, n. 6. Surely, too, some States may see strong policy reasons for proceeding differently than Pennsylvania has. See, e.g., *State ex rel. Am. Central Life Ins. Co. v. Landwehr*, 300 S. W. 294, 297 (1927) (abandoning construction of Missouri law at issue in *Pennsylvania Fire* based on “the legislative policy in th[e] state”); cf. *Cooper Tire*, 312 Ga., at 437, 863 S. E. 2d, at 92 (Bethel, J., concurring) (suggesting Georgia’s consent scheme “creates a disincentive for foreign corporations to” do business in-state and conflicts with the State’s claim to be “business-friendly”). But the meaning of the Due Process Clause is not measured by the latest popularity poll, nor does it come with some desuetude rule against a traditional practice like consent-based jurisdiction long held consistent with its demands. See *Ownbey v. Morgan*, 256 U. S. 94, 110–111 (1921).

Opinion of GORSUCH, J.

(quoting *Shaffer*, 433 U. S., at 212, n. 39); *post*, at 15 (opinion of BARRETT, J.). True as that statement may be, however, it only poses the question whether *Pennsylvania Fire* is “inconsistent with” *International Shoe*. And, as we have seen, it is not. Instead, the latter decision expanded upon the traditional grounds of personal jurisdiction recognized by the former. This Court has previously cautioned litigants and lower courts against (mis)reading *Shaffer* as suggesting that *International Shoe* discarded every traditional method for securing personal jurisdiction that came before. See *Burnham*, 495 U. S., at 620–622 (plurality opinion); cf. *Daimler*, 571 U. S., at 126, 132–133. We find ourselves repeating the admonition today.⁸

Next, Norfolk Southern appeals to the spirit of our age. After *International Shoe*, it says, the “primary concern” of the personal jurisdiction analysis is “[t]reating defendants fairly.” Brief for Respondent 19 (internal quotation marks omitted). And on the company’s telling, it would be “unfair” to allow Mr. Mallory’s suit to proceed in Pennsylvania because doing so would risk unleashing “‘local prejudice’” against a company that is “not ‘local’ in the eyes of the community.” *Id.*, at 19–21.

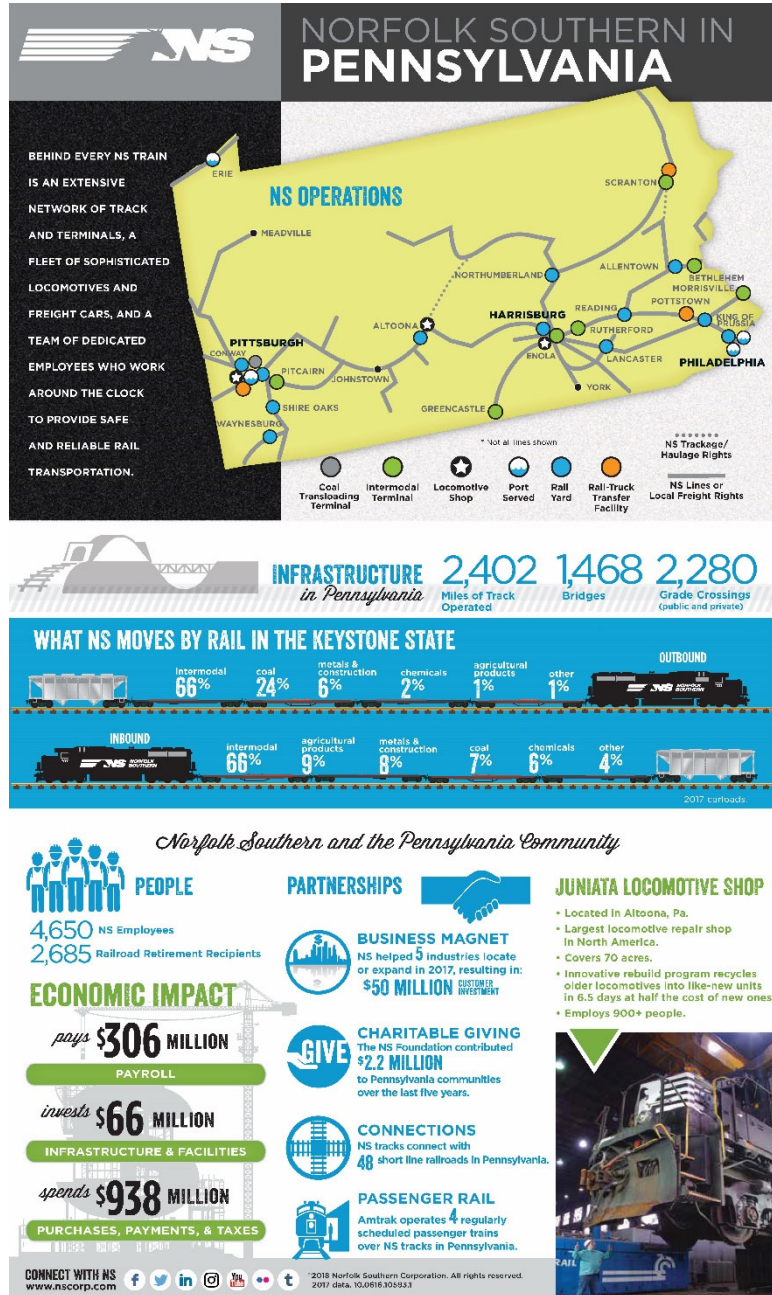
But if fairness is what Norfolk Southern seeks, pause for a moment to measure this suit against that standard. When Mr. Mallory brought his claim in 2017, Norfolk Southern had registered to do business in Pennsylvania for

⁸Taking up the *Shaffer* baton from the company, the dissent insists that *International Shoe* “‘cast . . . aside’” consent statutes in favor of a minimum contacts analysis. *Post*, at 13–14. But, as we have seen, nothing in *International Shoe* purported to address, let alone condemn, consent statutes. Even the dissent ultimately acknowledges, as it must, that “‘a variety of legal arrangements’” can signal consent to jurisdiction after *International Shoe*, and these arrangements *can* include state laws requiring consent to suit in exchange “for access to [a State’s] markets.” *Post*, at 4, 6; see also *Neirbo Co.*, 308 U. S., at 175 (calling this form of consent “*real* consent” (emphasis added)).

Opinion of GORSUCH, J.

many years. It had established an office for receiving service of process. It had done so pursuant to a statute that gave the company the right to do business in-state in return for agreeing to answer any suit against it. And the company had taken full advantage of its opportunity to do business in the Commonwealth, boasting of its presence this way:

Opinion of GORSUCH, J.



Opinion of GORSUCH, J.

Norfolk Southern Corp., State Fact Sheets—Pennsylvania (2018), <https://nscorp.com/content/dam/nscorp/get-to-know-us/about-ns/state-fact-sheets/pa-state-fact-sheet.pdf>.

All told, when Mr. Mallory sued, Norfolk Southern employed nearly 5,000 people in Pennsylvania. It maintained more than 2,400 miles of track across the Commonwealth. Its 70-acre locomotive shop there was the largest in North America. Contrary to what it says in its brief here, the company even proclaimed itself a proud part of “the Pennsylvania Community.” *Ibid.* By 2020, too, Norfolk Southern managed more miles of track in Pennsylvania than in any other State. Brief for Public Citizen as *Amicus Curiae* 21. And it employed more people in Pennsylvania than it did in Virginia, where its headquarters was located. *Ibid.* Nor are we conjuring these statistics out of thin air. The company *itself* highlighted its “intrastate activities” in the proceedings below. 266 A. 3d, at 560, 563 (discussing the firm’s “extensive operations in Pennsylvania,” including “2,278 miles of track,” “eleven rail yards,” and “three locomotive repair shops”). Given all this, on what plausible account could *International Shoe*’s concerns with “fair play and substantial justice” require a Pennsylvania court to turn aside Mr. Mallory’s suit? See *post*, at 4–5 (opinion of ALITO, J.).⁹

⁹The dissent does not dispute the company’s extensive in-state contacts but replies that counsel for Mr. Mallory abandoned any reliance on them at oral argument. *Post*, at 17–18, and n. 9. In support of its claim, however, the dissent shears from context two sentences counsel uttered in response to a question about “why [Mr. Mallory] sue[d] in Philadelphia.” Tr. of Oral Arg. 48. In reply, counsel explained that Mr. Mallory “used to live . . . in Pennsylvania” and “his lawyers are from there.” *Id.*, at 48–49. Counsel then agreed that “[t]hose contacts” would not establish jurisdiction and pointed this Court to Norfolk Southern’s “consent” to suit in Pennsylvania. *Id.*, at 49 (emphasis added). All in all, it was a prosaic response to a simple question about why Mr. Mallory filed suit where he did. Nor, contrary to the dissent’s suggestion, are we alone in discussing the company’s in-state contacts; the lower court, the company, and the dissent all point to them too. See 266 A. 3d, at 547; Brief for Respondent 16–21; *post*, at 3–4.

Opinion of GORSUCH, J.

Perhaps sensing its arguments from fairness meet a dead end, Norfolk Southern ultimately heads in another direction altogether. It suggests the Due Process Clause separately prohibits one State from infringing on the sovereignty of another State through exorbitant claims of personal jurisdiction. Brief for Respondent 16–19; see *post*, at 6–8 (opinion of BARRETT, J.). And, in candor, the company is half right. Some of our personal jurisdiction cases have discussed the federalism implications of one State’s assertion of jurisdiction over the corporate residents of another. See, e.g., *Bristol-Myers Squibb Co. v. Superior Court of Cal., San Francisco Cty.*, 582 U. S. 255, 263 (2017). But that neglects an important part of the story. To date, our personal jurisdiction cases have never found a Due Process Clause problem sounding in federalism when an out-of-state defendant submits to suit in the forum State. After all, personal jurisdiction is a *personal* defense that may be waived or forfeited. See *Insurance Corp. of Ireland*, 456 U. S., at 704–705; see also *post*, at 8 (opinion of ALITO, J.); *post*, at 1–2 (opinion of JACKSON, J.).

That leaves Norfolk Southern one final stand. It argues that it has not *really* submitted to proceedings in Pennsylvania. Brief for Respondent 11–13; see *post*, at 5–6, 8 (opinion of BARRETT, J.). The company does not dispute that it has filed paperwork with Pennsylvania seeking the right to do business there. It does not dispute that it has established an office in the Commonwealth to receive service of process on any claim. It does not dispute that it appreciated the jurisdictional consequences attending these actions and proceeded anyway, presumably because it thought the benefits outweighed the costs. But, in the name of the Due Process Clause, Norfolk Southern insists we should dismiss all

Opinion of GORSUCH, J.

that as a raft of meaningless formalities.¹⁰

Taken seriously, this argument would have us undo not just *Pennsylvania Fire* but a legion of precedents that attach jurisdictional consequences to what some might dismiss as mere formalities. Consider some examples we have already encountered. In a typical general jurisdiction case under *International Shoe*, a company is subject to suit on any claim in a forum State only because of its decision to file a piece of paper there (a certificate of incorporation). The firm is amenable to suit even if all of its operations are located elsewhere and even if its certificate only sits collecting dust on an office shelf for years thereafter. See, e.g., *Goodyear*, 564 U. S., at 924. Then there is the tag rule. The invisible state line might seem a trivial thing. But when an individual takes one step off a plane after flying from New Jersey to California, the jurisdictional consequences are immediate and serious. See *Burnham*, 495 U. S., at 619 (plurality opinion).

Consider, too, just a few other examples. A defendant who appears “specially” to contest jurisdiction preserves his defense, but one who forgets can lose his. See *York v. Texas*, 137 U. S. 15, 19–21 (1890). Failing to comply with certain

¹⁰ While the dissent joins Norfolk Southern in this argument, it wavers. At points, the dissent seems to insist that laws like Pennsylvania’s “mak[e] no sense.” *Post*, at 5–6. But the closest the dissent comes to identifying authority for the notion that laws like these are impermissible are two cases that did not involve personal jurisdiction or purport to interpret the Due Process Clause. *Post*, at 8 (citing *Home Ins. Co. v. Morse*, 20 Wall. 445 (1874); *Barron v. Burnside*, 121 U. S. 186 (1887)). The dissent’s observation that one of those cases in turn cited *Lafayette Ins. Co. v. French*, 18 How. 404 (1856), hardly helps—that decision *approved* a consent-to-suit regime for out-of-state corporations under the Full Faith and Credit Clause. *Id.*, at 405–407. At other points, however, and as we have seen, the dissent rightly acknowledges that a “variety of legal arrangements [may] represent express or implied consent” to personal jurisdiction consistent with due process, and these arrangements can include requiring at least some companies to consent to suit in exchange “for access to [a State’s] markets.” *Post*, at 4, 6.

Opinion of GORSUCH, J.

pre-trial court orders, signing a contract with a forum selection clause, accepting an in-state benefit with jurisdictional strings attached—all these actions as well can carry with them profound consequences for personal jurisdiction. See *Insurance Corp. of Ireland*, 456 U. S., at 703–706 (collecting cases); see also *post*, at 2 (opinion of JACKSON, J.).

The truth is, under our precedents a variety of “actions of the defendant” that may seem like technicalities nonetheless can “amount to a legal submission to the jurisdiction of a court.” *Insurance Corp. of Ireland*, 456 U. S., at 704–705; see also Brief for Stephen E. Sachs as *Amicus Curiae* 10. That was so before *International Shoe*, and it remains so today. Should we overrule them all? Taking Norfolk Southern’s argument seriously would require just that. But, tellingly, the company does not follow where its argument leads or even acknowledge its implications. Instead, Norfolk Southern asks us to pluck out and overrule just one longstanding precedent that it happens to dislike. We decline the invitation. *Post*, at 4 (opinion of ALITO, J.). There is no fair play or substantial justice in that.¹¹

*

Not every case poses a new question. This case poses a very old question indeed—one this Court resolved more

¹¹ While various separate writings accompany this opinion, it should be apparent a majority of the Court today agrees that: Norfolk Southern consented to suit in Pennsylvania. *Supra*, at 10–11; *post*, at 2 (opinion of ALITO, J.). *Pennsylvania Fire* therefore controls this case. *Supra*, at 11–12; *post*, at 2–4 (opinion of ALITO, J.). *Pennsylvania Fire*’s rule for consent-based jurisdiction has not been overruled. *Supra*, at 13–14; *post*, at 4 (opinion of ALITO, J.). *International Shoe* governs where a defendant has not consented to exercise of jurisdiction. *Supra*, at 14–15; *post*, at 4 (opinion of ALITO, J.). Exercising jurisdiction here is hardly unfair. *Supra*, at 17–20; *post*, at 4–5 (opinion of ALITO, J.). The federalism concerns in our due process cases have applied only when a defendant has not consented. *Supra*, at 21; *post*, at 7–8 (opinion of ALITO, J.). Nor will this Court now overrule *Pennsylvania Fire*. *Supra*, at 21–23; *post*, at 4 (opinion of ALITO, J.).

Opinion of GORSUCH, J.

than a century ago in *Pennsylvania Fire*. Because that decision remains the law, the judgment of the Supreme Court of Pennsylvania is vacated, and the case is remanded.

It is so ordered.

JACKSON, J., concurring

SUPREME COURT OF THE UNITED STATES

No. 21–1168

ROBERT MALLORY, PETITIONER *v.* NORFOLK
SOUTHERN RAILWAY CO.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF
PENNSYLVANIA, EASTERN DISTRICT

[June 27, 2023]

JUSTICE JACKSON, concurring.

I agree with the Court that this case is straightforward under our precedents. I write separately to say that, for me, what makes it so is not just our ruling in *Pennsylvania Fire Ins. Co. of Philadelphia v. Gold Issue Mining & Milling Co.*, 243 U. S. 93 (1917). I also consider our ruling in *Insurance Corp. of Ireland v. Compagnie des Bauxites de Guinee*, 456 U. S. 694 (1982), to be particularly instructive.

In *Insurance Corp. of Ireland*, this Court confirmed a simple truth: The due process “requirement of personal jurisdiction” is an individual, waivable right. *Id.*, at 703. The requirement exists, we said, to ensure that the forum State has sufficient contacts with a defendant, such that “the maintenance of the suit [does] not offend “traditional notions of fair play and substantial justice.”” *Ibid.* (quoting *International Shoe Co. v. Washington*, 326 U. S. 310, 319 (1945)). We noted further that the interstate federalism concerns informing that right are “ultimately a function of the individual liberty interest” that this due process right preserves. 456 U. S., at 703, n. 10. Because the personal-jurisdiction right belongs to the defendant, however, we explained that a defendant can choose to “subject [itself] to powers from which [it] may otherwise be protected.” *Ibid.* When that happens, a State can exercise jurisdiction over the defendant consistent with the Due Process Clause, even

JACKSON, J., concurring

if our personal-jurisdiction cases would normally preclude the State from subjecting a defendant to its authority under the circumstances presented. *Ibid.*

Waiver is thus a critical feature of the personal-jurisdiction analysis. And there is more than one way to waive personal-jurisdiction rights, as *Insurance Corp. of Ireland* also clarified. A defendant can waive its rights by explicitly or implicitly consenting to litigate future disputes in a particular State’s courts. *Id.*, at 703–704. A defendant might also fail to follow specific procedural rules, and end up waiving the right to object to personal jurisdiction as a consequence. *Id.*, at 705–706. Or a defendant can voluntarily invoke certain benefits from a State that are conditioned on submitting to the State’s jurisdiction. *Id.*, at 704 (citing *Adam v. Saenger*, 303 U. S. 59, 67–68 (1938)).

Regardless of whether a defendant relinquishes its personal-jurisdiction rights expressly or constructively, the basic teaching of *Insurance Corp. of Ireland* is the same: When a defendant chooses to engage in behavior that “amount[s] to a legal submission to the jurisdiction of the court,” the Due Process Clause poses no barrier to the court’s exercise of personal jurisdiction. 456 U. S., at 704–705.

In my view, there is no question that Norfolk Southern waived its personal-jurisdiction rights here. As the Court ably explains, Norfolk Southern agreed to register as a foreign corporation in Pennsylvania in exchange for the ability to conduct business within the Commonwealth and receive associated benefits. *Ante*, at 10–11; see also *post*, at 2 (ALITO, J., concurring in part and concurring in judgment). Moreover, when Norfolk Southern made that decision, the jurisdictional consequences of registration were clear. See 42 Pa. Cons. Stat. §5301(a)(2)(i) (1981) (expressly linking “qualification as a foreign corporation under the laws of th[e] Commonwealth” to the “exercise [of] general personal jurisdiction”); 266 A. 3d 542, 569 (Pa. 2021) (acknowledging

JACKSON, J., concurring

that “foreign corporations are given reasonable notice” of the jurisdictional implications of registration).

Nor was Norfolk Southern compelled to register and submit itself to the general jurisdiction of Pennsylvania courts simply because its trains passed through the Commonwealth. See, e.g., 15 Pa. Cons. Stat. §403(a)(11) (2014); 1972 Pa. Laws pp. 1154–1155. Registration is required when corporations seek to conduct *local* business in a “regular, systematic, or extensive” way. 266 A. 3d, at 562–563 (internal quotation marks omitted). Norfolk Southern apparently deemed registration worthwhile and opted in.

Under *Insurance Corp. of Ireland*, the due process question that this case presents is easily answered. Having made the choice to register and do business in Pennsylvania despite the jurisdictional consequences (and having thereby voluntarily relinquished the due process rights our general-jurisdiction precedents afford), Norfolk Southern cannot be heard to complain that its due process rights are violated by having to defend itself in Pennsylvania’s courts. Whether Pennsylvania could have asserted general jurisdiction over Norfolk Southern *absent* any waiver, see *post*, at 3–4 (BARRETT, J., dissenting), is beside the point.

In other areas of the law, we permit States to ask defendants to waive individual rights and safeguards. See, e.g., *Brady v. United States*, 397 U. S. 742, 748 (1970) (allowing plea bargains to waive a defendant’s trial rights and the right against self-incrimination); *Barker v. Wingo*, 407 U. S. 514, 529, 536 (1972) (waiver of speedy trial rights). Moreover, when defendants do so, we respect that waiver decision and hold them to that choice, even though the government could not have otherwise bypassed the rules and procedures those rights protect. Insisting that our general-jurisdiction precedents preclude Pennsylvania from subjecting corporations to suit within its borders—despite their waiver of the protections those precedents entail—puts the personal-jurisdiction requirement on a pedestal. But there is nothing

JACKSON, J., concurring

“unique about the requirement of personal jurisdiction [that] prevents it from being . . . waived like other [individual] rights.” *Insurance Corp. of Ireland*, 456 U. S., at 706.

In short, *Insurance Corp. of Ireland* makes clear that the personal-jurisdiction requirement is an individual, waivable right, and I agree with the Court that Norfolk Southern waived that right by choosing to register as a foreign corporation under the circumstances presented in this case. Therefore, I perceive no due process problem with the registration statute at issue here.

Opinion of ALITO, J.

SUPREME COURT OF THE UNITED STATES

No. 21–1168

ROBERT MALLORY, PETITIONER *v.* NORFOLK
SOUTHERN RAILWAY CO.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF
PENNSYLVANIA, EASTERN DISTRICT

[June 27, 2023]

JUSTICE ALITO, concurring in part and concurring in the judgment.

The sole question before us is whether the Due Process Clause of the Fourteenth Amendment is violated when a large out-of-state corporation with substantial operations in a State complies with a registration requirement that conditions the right to do business in that State on the registrant’s submission to personal jurisdiction in any suits that are brought there. I agree with the Court that the answer to this question is no. *Assuming* that the Constitution allows a State to impose such a registration requirement, I see no reason to conclude that such suits violate the corporation’s right to “fair play and substantial justice.” *International Shoe Co. v. Washington*, 326 U. S. 310, 316 (1945).

I am not convinced, however, that the Constitution permits a State to impose such a submission-to-jurisdiction requirement. A State’s assertion of jurisdiction over lawsuits with no real connection to the State may violate fundamental principles that are protected by one or more constitutional provisions or by the very structure of the federal system that the Constitution created. At this point in the development of our constitutional case law, the most appropriate home for these principles is the so-called dormant Commerce Clause. Norfolk Southern appears to have as-

Opinion of ALITO, J.

sported a Commerce Clause claim below, but the Pennsylvania Supreme Court did not address it. See 266 A. 3d 542, 559–560, nn. 9, 11 (2021). Presumably, Norfolk Southern can renew the challenge on remand. I therefore agree that we should vacate the Pennsylvania Supreme Court’s judgment and remand the case for further proceedings.

I

When Virginia resident Robert Mallory initiated this suit, Norfolk Southern Railway Company, a railroad that was at that time incorporated and headquartered in Virginia, had long operated rail lines and conducted related business in Pennsylvania. Consistent with Pennsylvania law, the company had registered as a “foreign” corporation, most recently in 1998. 15 Pa. Cons. Stat. §411(a) (2014); App. 1–2. Then, as now, Pennsylvania law expressly provided that “qualification as a foreign corporation” was a “sufficient basis” for Pennsylvania courts “to exercise general personal jurisdiction” over an out-of-state company. 42 Pa. Cons. Stat. §5301(a)(2)(i) (2019). Norfolk Southern is a sophisticated entity, and we may “presum[e]” that it “acted with knowledge” of state law when it registered. *Commercial Mut. Accident Co. v. Davis*, 213 U. S. 245, 254 (1909). As a result, we may also presume that by registering, it consented to all valid conditions imposed by state law.

I do not understand Norfolk Southern to challenge this basic premise. Tr. of Oral Arg. 62 (acknowledging that “the railroad understood by filing [registration paperwork] that it was subject to [Pennsylvania’s general jurisdiction] law”). Instead, Norfolk Southern argues that giving force to the company’s consent would violate the Fourteenth Amendment’s Due Process Clause. See *Power Mfg. Co. v. Saunders*, 274 U. S. 490, 496–497 (1927).

That argument is foreclosed by our precedent. We addressed this question more than a century ago in *Pennsylvania Fire Ins. Co. of Philadelphia v. Gold Issue Mining &*

Opinion of ALITO, J.

Milling Co., 243 U. S. 93 (1917). There, an Arizona mining company sued a Pennsylvania insurance company in a Missouri court, alleging claims arising from events in Colorado. *Id.*, at 94. The Pennsylvania insurance company had “obtained a license to do business in Missouri,” and so had complied with a Missouri statute requiring the company to execute a power of attorney consenting to service of process on the state insurance superintendent in exchange for licensure. *Ibid.* The Missouri Supreme Court had previously construed such powers of attorney as consent to jurisdiction in Missouri for all claims, including those arising from transactions outside the State. *Gold Issue Mining & Milling Co. v. Pennsylvania Fire Ins. Co. of Philadelphia*, 267 Mo. 524, 549–550, 184 S. W. 999, 1003–1005 (1916) (citing *State ex rel. Pacific Mut. Life Ins. Co. v. Grimm*, 239 Mo. 135, 159–171, 143 S. W. 483, 490–494 (1911)). Because the insurance company had executed the power of attorney to obtain its license, the court held that Missouri had jurisdiction over the company in that suit. 267 Mo., at 610, 184 S. W., at 1024. We affirmed in a brief opinion, holding that the construction of Missouri’s statute and its application to the Pennsylvania insurance company under the circumstances of the case did not violate due process. *Pennsylvania Fire*, 243 U. S., at 95.

The parallels between *Pennsylvania Fire* and the case before us are undeniable. In both, a large company incorporated in one State was actively engaged in business in another State. In connection with that business, both companies took steps that, under the express terms or previous authoritative construction of state law, were understood as consent to the State’s jurisdiction in suits on all claims, no matter where the events underlying the suit took place. In both cases, an out-of-state plaintiff sued the out-of-state company, alleging claims unrelated to the company’s forum-state conduct. And in both, the out-of-state company objected, arguing that holding it to the terms of its

Opinion of ALITO, J.

consent would violate the Fourteenth Amendment’s Due Process Clause. In *Pennsylvania Fire*, we held that there was no due process violation in these circumstances. Given the near-complete overlap of material facts, that holding, unless it has been overruled, is binding here.

Norfolk Southern has not persuaded me that *Pennsylvania Fire* has been overruled. While we have infrequently invoked that decision’s due process holding, we have never expressly overruled it. Nor can I conclude that it has been impliedly overruled. See *post*, at 15–16 (BARRETT, J., dissenting). Norfolk Southern cites the *International Shoe* line of cases, but those cases involve constitutional limits on jurisdiction over *non-consenting* corporations. See *International Shoe*, 326 U. S., at 317; *Goodyear Dunlop Tires Operations, S. A. v. Brown*, 564 U. S. 915, 927–928 (2011); *Daimler AG v. Bauman*, 571 U. S. 117, 129 (2014); *BNSF R. Co. v. Tyrrell*, 581 U. S. 402, 415 (2017) (declining to consider defendant’s alleged consent because court below did not reach it). Consent is a separate basis for personal jurisdiction. *Insurance Corp. of Ireland v. Compagnie des Bauxites de Guinee*, 456 U. S. 694, 703 (1982); *Burger King Corp. v. Rudzewicz*, 471 U. S. 462, 472, n. 14 (1985); *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U. S. 873, 880–881 (2011) (plurality opinion). *Pennsylvania Fire*’s holding, insofar as it is predicated on the out-of-state company’s consent, is not “inconsistent” with *International Shoe* or its progeny. *Shaffer v. Heitner*, 433 U. S. 186, 212, n. 39 (1977).

Nor would I overrule *Pennsylvania Fire* in this case, as Norfolk Southern requests. At the least, *Pennsylvania Fire*’s holding does not strike me as “egregiously wrong” in its application here. *Ramos v. Louisiana*, 590 U. S. ___, ___ (2020) (KAVANAUGH, J., concurring in part) (slip op., at 7). Requiring Norfolk Southern to defend against Mallory’s suit in Pennsylvania, as opposed to in Virginia, is not so deeply unfair that it violates the railroad’s constitutional right to due process. *International Shoe*, 326 U. S., at 316.

Opinion of ALITO, J.

The company has extensive operations in Pennsylvania, 266 A. 3d, at 562–563; see also *ante*, at 17–20; has availed itself of the Pennsylvania courts on countless occasions, Brief for Academy of Rail Labor Attorneys as *Amicus Curiae* 4–5 (collecting cases); and had clear notice that Pennsylvania considered its registration as consent to general jurisdiction, 15 Pa. Cons. Stat. §411(a); 42 Pa. Cons. Stat. §5301(a)(2)(i). Norfolk Southern’s “conduct and connection with [Pennsylvania] are such that [it] should reasonably anticipate being haled into court there.” *World-Wide Volkswagen Corp. v. Woodson*, 444 U. S. 286, 297 (1980).

If having to defend this suit in Pennsylvania seems unfair to Norfolk Southern, it is only because it is hard to see Mallory’s decision to sue in Philadelphia as anything other than the selection of a venue that is reputed to be especially favorable to tort plaintiffs.¹ But we have never held that the Due Process Clause protects against forum shopping. Perhaps for that understandable reason, no party has suggested that we go so far.

For these reasons, I agree that *Pennsylvania Fire* controls our decision here, but I stress that it does so due to the clear overlap with the facts of this case.

II A

While that is the end of the case before us, it is not the end of the story for registration-based jurisdiction. We have long recognized that the Constitution restricts a State’s power to reach out and regulate conduct that has little if any connection with the State’s legitimate interests. This principle, an “obviou[s]” and “necessary result” of our con-

¹ See, e.g., U. S. Chamber of Commerce Institute for Legal Reform, Nuclear Verdicts: Trends, Causes, and Solutions 20 (2022); M. Behrens & C. Silverman, Litigation Tourism in Pennsylvania: Is Venue Reform Needed?, 22 Widener L. J. 29, 30–31 (2012).

Opinion of ALITO, J.

stitutional order, is not confined to any one clause or section, but is expressed in the very nature of the federal system that the Constitution created and in numerous provisions that bear on States’ interactions with one another. *New York Life Ins. Co. v. Head*, 234 U. S. 149, 161 (1914).²

The dissent suggests that we apply this principle through the Due Process Clause of the Fourteenth Amendment, *post*, at 6–8, and there is support for this argument in our case law, if not in the ordinary meaning of the provision’s wording. By its terms, the Due Process Clause is about procedure, but over the years, it has become a refuge of sorts for constitutional principles that are not “procedural” but would otherwise be homeless as the result of having been exiled from the provisions in which they may have originally been intended to reside. This may be true, for example, with respect to the protection of substantive rights that might otherwise be guaranteed by the Fourteenth Amendment’s Privileges and Immunities Clause. See *McDonald v. Chicago*, 561 U. S. 742, 754–759 (2010) (plurality opinion); *id.*, at 808–812 (THOMAS, J., concurring in part and concurring in judgment). And in a somewhat similar way, our due process decisions regarding personal jurisdiction have often invoked respect for federalism as a factor in their analyses.

In our first decision holding that the Fourteenth Amendment’s Due Process Clause protects a civil defendant from suit in certain fora, the Court proclaimed that “no State can exercise direct jurisdiction and authority over persons or property without its territory.” *Pennoyer v. Neff*, 95 U. S.

²See, e.g., *Florida v. Georgia*, 17 How. 478, 494 (1855); *Bonaparte v. Tax Court*, 104 U. S. 592, 594 (1882); *Huntington v. Attrill*, 146 U. S. 657, 669 (1892); *Alaska Packers Assn. v. Industrial Accident Comm’n of Cal.*, 294 U. S. 532, 540 (1935); *Baldwin v. G. A. F. Seelig, Inc.*, 294 U. S. 511, 521–523 (1935); *BMW of North America, Inc. v. Gore*, 517 U. S. 559, 571–572, and n. 16 (1996); *State Farm Mut. Automobile Ins. Co. v. Campbell*, 538 U. S. 408, 422 (2003).

Opinion of ALITO, J.

714, 722 (1878). “The several States,” the Court explained, “are of equal dignity and authority, and the independence of one implies the exclusion of power from all others.” *Ibid.* The Court warned that, in certain circumstances, a State’s exercise of jurisdiction over non-residents would be “an encroachment upon the independence of [another] State” and a “usurpation” of that State’s authority. *Id.*, at 723. And the Court noted that this was not a newly-developed doctrine, but reflected “well-established principles of public law” that “ha[d] been frequently expressed . . . in opinions of eminent judges, and . . . carried into adjudications in numerous cases.” *Id.*, at 722, 724; see, e.g., *D’Arcy v. Ketchum*, 11 How. 165, 176 (1851); *Picquet v. Swan*, 19 F. Cas. 609, 612 (No. 11,134) (CC Mass. 1828) (Story, J.).

Our post-*International Shoe* decisions have continued to recognize that constitutional restrictions on state court jurisdiction “are more than a guarantee of immunity from inconvenient or distant litigation,” but reflect “territorial limitations” on state power. *Hanson v. Denckla*, 357 U. S. 235, 251 (1958); see also *World-Wide Volkswagen*, 444 U. S., at 292 (in addition to “protect[ing] the defendant against the burdens of litigating in a distant or inconvenient forum,” due process “acts to ensure that the States, through their courts, do not reach out beyond the limits imposed on them by their status as coequal sovereigns in a federal system”); *id.*, at 293 (“The sovereignty of each State . . . implic[s] a limitation on the sovereignty of all of its sister States—a limitation express or implicit in both the original scheme of the Constitution and the Fourteenth Amendment”); *J. McIntyre Machinery*, 564 U. S., at 884 (plurality opinion) (if a “State were to assert jurisdiction in an inappropriate case, it would upset the federal balance, which posits that each State has a sovereignty that is not subject to unlawful intrusion by other States”). And we have recognized that in some circumstances, “federalism interest[s] may be decisive” in the due process analysis. *Bristol-Myers Squibb Co.*

Opinion of ALITO, J.

v. Superior Court of Cal., San Francisco Cty., 582 U. S. 255, 263 (2017).

Despite these many references to federalism in due process decisions, there is a significant obstacle to addressing those concerns through the Fourteenth Amendment here: we have never held that a State’s assertion of jurisdiction unconstitutionally intruded on the prerogatives of another State when the defendant had consented to jurisdiction in the forum State. Indeed, it is hard to see how such a decision could be justified. The Due Process Clause confers a right on “person[s],” Amdt. 14, §1, not States. If a person voluntarily waives that right, that choice should be honored. See *Insurance Corp. of Ireland*, 456 U. S., at 703; *ante*, at 2–3 (JACKSON, J., concurring).

B

1

The federalism concerns that this case presents fall more naturally within the scope of the Commerce Clause.³ “By its terms, the Commerce Clause grants Congress the power ‘[t]o regulate Commerce . . . among the several States.’” *Raymond Motor Transp., Inc. v. Rice*, 434 U. S. 429, 440 (1978) (quoting Art. I, §8, cl. 3). But this Court has long held that the Clause includes a negative component, the so-called dormant Commerce Clause, that “prohibits state laws that unduly restrict interstate commerce.” *Tennessee Wine and Spirits Retailers Assn. v. Thomas*, 588 U. S. ___, ___–___ (2019) (slip op., at 6–7); see, e.g., *Cooley v. Board of*

³Analyzing these concerns under the Commerce Clause has the additional advantage of allowing Congress to modify the degree to which States should be able to entertain suits involving out-of-state parties and conduct. If Congress disagrees with our judgment on this question, it “has the authority to change the . . . rule” under its own Commerce power, subject, of course, to any other relevant constitutional limit. *South Dakota v. Wayfair, Inc.*, 585 U. S. ___, ___–___ (2018) (slip op., at 17–18); see also *Southern Pacific Co. v. Arizona ex rel. Sullivan*, 325 U. S. 761, 769–770 (1945).

Opinion of ALITO, J.

Wardens of Port of Philadelphia ex rel. Soc. for Relief of Distressed Pilots, 12 How. 299, 318–319 (1852); *Willson v. Black Bird Creek Marsh Co.*, 2 Pet. 245, 252 (1829).

While the notion that the Commerce Clause restrains States has been the subject of “thoughtful critiques,” the concept is “deeply rooted in our case law,” *Tennessee Wine*, 588 U. S., at ____ (slip op., at 7), and vindicates a fundamental aim of the Constitution: fostering the creation of a national economy and avoiding the every-State-for-itself practices that had weakened the country under the Articles of Confederation. See *Hughes v. Oklahoma*, 441 U. S. 322, 325–326 (1979); *Healy v. Beer Institute*, 491 U. S. 324, 335–336 (1989). The Framers “might have thought [that other provisions] would fill that role,” but “at this point in the Court’s history, no provision other than the Commerce Clause could easily do the job.” *Tennessee Wine*, 588 U. S., at ____ (slip op., at 8).⁴

⁴In the past, the Court recognized that the Import-Export Clause, Art. I, §10, cl. 2, and the Privileges and Immunities Clause, Art. IV, §2, might restrict state regulations that interfere with the national economy. See, e.g., *Brown v. Maryland*, 12 Wheat. 419, 445–449 (1827) (reading Import-Export Clause to prohibit state laws imposing duties on “importations from a sister State”); *Almy v. California*, 24 How. 169, 175 (1861) (applying Import-Export Clause to invalidate state law taxing gold and silver shipments between States); *Toomer v. Witsell*, 334 U. S. 385, 396, and n. 26 (1948) (observing that the Privileges and Immunities Clause guarantees out-of-state citizens the right to do business in a State on equal terms with state citizens (citing *Ward v. Maryland*, 12 Wall. 418 (1871))). But the Court has since narrowed the scope of these provisions. See *Woodruff v. Parham*, 8 Wall. 123, 136–137 (1869) (holding that the Import-Export Clause applies only to international trade); *Western & Southern Life Ins. Co. v. State Bd. of Equalization of Cal.*, 451 U. S. 648, 656 (1981) (observing that “the Privileges and Immunities Clause is inapplicable to corporations” (citing *Hemphill v. Orloff*, 277 U. S. 537, 548–550 (1928))). Whether or not these restrictive interpretations are correct as an original matter, they are entrenched. Unless we overrule them, we must look elsewhere if “a national economic union unfettered by state-imposed limitations on commerce” is to be preserved. *Healy*, 491 U. S., at 336.

Opinion of ALITO, J.

In its negative aspects, the Commerce Clause serves to “mediate [the States’] competing claims of sovereign authority” to enact regulations that affect commerce among the States. *National Pork Producers Council v. Ross*, 598 U. S. ___, ___ (2023) (slip op., at 14). The doctrine recognizes that “one State’s power to impose burdens on . . . interstate market[s] . . . is not only subordinate to the federal power over interstate commerce, but is also constrained by the need to respect the interests of other States.” *BMW of North America, Inc. v. Gore*, 517 U. S. 559, 571 (1996) (citing *Gibbons v. Ogden*, 9 Wheat. 1, 194–196 (1824)). It is especially appropriate to look to the dormant Commerce Clause in considering the constitutionality of the authority asserted by Pennsylvania’s registration scheme. Because the right of an out-of-state corporation to do business in another State is based on the dormant Commerce Clause, it stands to reason that this doctrine may also limit a State’s authority to condition that right. See *Granholm v. Heald*, 544 U. S. 460, 472 (2005); *H. P. Hood & Sons, Inc. v. Du Mond*, 336 U. S. 525, 539 (1949).

2

This Court and other courts have long examined assertions of jurisdiction over out-of-state companies in light of interstate commerce concerns.⁵ Consider *Davis v. Farmers Co-operative Equity Co.*, 262 U. S. 312 (1923), a case very much like the one now before us. In *Davis*, a Kansas company sued a Kansas railroad in Minnesota on a claim that

⁵See, e.g., *Atchison, T. & S. F. R. Co. v. Wells*, 265 U. S. 101, 103 (1924); *Michigan Central R. Co. v. Mix*, 278 U. S. 492, 494–495 (1929); *Denver & Rio Grande Western R. Co. v. Terte*, 284 U. S. 284, 287 (1932); *Baltimore & Ohio R. Co. v. Kepner*, 314 U. S. 44, 50–51 (1941); *Moss v. Atlantic Coast Line R. Co.*, 157 F. 2d 1005, 1007 (CA2 1946); *Kern v. Cleveland, C., C. & St. L. R. Co.*, 204 Ind. 595, 601–604, 185 N. E. 446, 448–449 (1933); *Hayman v. Southern Pacific Co.*, 278 S. W. 2d 749, 753 (Mo. 1955); *White v. Southern Pacific Co.*, 386 S. W. 2d 6, 7–9 (Mo. 1965).

Opinion of ALITO, J.

was “in no way connected with Minnesota.” *Id.*, at 314. Jurisdiction over the railroad was based on its compliance with a state statute regulating the in-state activities of out-of-state corporations: the railroad maintained a soliciting agent in Minnesota, and the Minnesota Supreme Court had interpreted state law as compelling out-of-state carriers, as a “condition of maintaining a soliciting agent,” to “submit to suit” in Minnesota on any “cause of action, wherever it may have arisen.” *Id.*, at 315.

The Minnesota Supreme Court upheld jurisdiction against the railroad, but we reversed, holding that Minnesota’s condition “impos[ed] upon interstate commerce a serious and unreasonable burden, which renders the statute obnoxious to the [C]ommerce [C]lause.” *Ibid.* “By requiring from interstate carriers general submission to suit,” Minnesota’s statute “unreasonably obstruct[ed], and unduly burden[ed], interstate commerce.” *Id.*, at 317.⁶

Although we have since refined our Commerce Clause framework, the structural constitutional principles underlying these decisions are unchanged, and the Clause remains a vital constraint on States’ power over out-of-state corporations.

C

In my view, there is a good prospect that Pennsylvania’s assertion of jurisdiction here—over an out-of-state company in a suit brought by an out-of-state plaintiff on claims wholly unrelated to Pennsylvania—violates the Commerce Clause.

Under our modern framework, a state law may offend the Commerce Clause’s negative restrictions in two circumstances: when the law discriminates against interstate

⁶Because we resolved the case under the Commerce Clause, we declined to consider the railroad’s Fourteenth Amendment challenges. *Davis v. Farmers Co-operative Equity Co.*, 262 U. S. 312, 318 (1923).

Opinion of ALITO, J.

commerce or when it imposes “undue burdens” on interstate commerce. *South Dakota v. Wayfair, Inc.*, 585 U. S. ___, ___ (2018) (slip op., at 7). Discriminatory state laws are subject to “a virtually *per se* rule of invalidity.” *Ibid.* (quoting *Granholm*, 544 U. S., at 476). “[O]nce a state law is shown to discriminate against interstate commerce ‘either on its face or in practical effect,’” the law’s proponent must “demonstrate both that the statute ‘serves a legitimate local purpose,’ and that this purpose could not be served as well by available nondiscriminatory means.” *Maine v. Taylor*, 477 U. S. 131, 138 (1986). Justification of a discriminatory law faces a “high” bar to overcome the presumption of invalidity. *New Energy Co. of Ind. v. Limbach*, 486 U. S. 269, 278 (1988). Laws that “‘even-handedly’” regulate to advance “‘a legitimate local public interest’” are subject to a looser standard. *Wayfair*, 585 U. S., at ___ (slip op., at 7). These laws will be upheld “‘unless the burden imposed on [interstate] commerce is clearly excessive in relation to the putative local benefits.’” *Ibid.* In these circumstances, “‘the question becomes one of degree,’” and “‘the extent of the burden that will be tolerated will . . . depend on the nature of the local interest involved.’” *Raymond Motor Transp.*, 434 U. S., at 441. See also *Pike v. Bruce Church, Inc.*, 397 U. S. 137, 142 (1970).

There is reason to believe that Pennsylvania’s registration-based jurisdiction law discriminates against out-of-state companies.⁷ But at the very least, the law imposes a “significant burden” on interstate commerce by

⁷See, e.g., J. Preis, *The Dormant Commerce Clause as a Limit on Personal Jurisdiction*, 102 Iowa L. Rev. 138–140 (2016). A state law discriminates against interstate commerce if its “‘practical effect’” is to disadvantage out-of-state companies to the benefit of in-state competitors. *Maine v. Taylor*, 477 U. S. 131, 138 (1986); see *United Haulers Assn., Inc. v. Oneida-Herkimer Solid Waste Management Authority*, 550 U. S. 330, 338 (2007). Pennsylvania’s law seems to discriminate against out-of-state companies by forcing them to increase their exposure to suits on all claims in order to access Pennsylvania’s market while Pennsylvania

Opinion of ALITO, J.

“[r]equiring a foreign corporation . . . to defend itself with reference to all transactions,” including those with no forum connection. *Bendix Autolite Corp. v. Midwesco Enterprises, Inc.*, 486 U. S. 888, 893 (1988); see, e.g., *Davis*, 262 U. S., at 315–317 (burden in these circumstances is “serious and unreasonable,” “heavy,” and “undu[e]”); *Michigan Central R. Co. v. Mix*, 278 U. S. 492, 495 (1929) (burden is “heavy”); *Denver & Rio Grande Western R. Co. v. Terte*, 284 U. S. 284, 287 (1932) (burden is “serious”); *Atchison, T. & S. F. R. Co. v. Wells*, 265 U. S. 101, 103 (1924) (jurisdiction “interfered unreasonably with interstate commerce”).

The foreseeable consequences of the law make clear why this is so. Aside from the operational burdens it places on out-of-state companies, Pennsylvania’s scheme injects intolerable unpredictability into doing business across state borders. Large companies may be able to manage the patchwork of liability regimes, damages caps, and local rules in each State, but the impact on small companies, which constitute the majority of all U. S. corporations, could be devastating.⁸ Large companies may resort to creative corporate structuring to limit their amenability to suit. Small companies may prudently choose not to enter an out-of-state market due to the increased risk of remote litigation. Some companies may forgo registration altogether, preferring to risk the consequences rather than expand their exposure to general jurisdiction. “No one benefits from this ‘efficient breach’ of corporate-registration laws”: corporations must manage their added risk, and plaintiffs face challenges in serving unregistered corporations. Brief

companies generally face no reciprocal burden for expanding operations into another State.

⁸Congressional Research Service, M. Keightley & J. Hughes, Pass-Throughs, Corporations, and Small Businesses: A Look at Firm Size 4–5 (2018) (in 2015, 62% of S corporations and 55% of C corporations had fewer than five employees).

Opinion of ALITO, J.

for Tanya Monestier as *Amicus Curiae* 16. States, meanwhile, “would externalize the costs of [their] plaintiff-friendly regimes.” Brief for Stephen E. Sachs as *Amicus Curiae* 26.

Given these serious burdens, to survive Commerce Clause scrutiny under this Court’s framework, the law must advance a “‘legitimate local public interest’” and the burdens must not be “‘clearly excessive in relation to the putative local benefits.’” *Wayfair*, 585 U. S., at ____ (slip op., at 7). But I am hard-pressed to identify any *legitimate local* interest that is advanced by requiring an out-of-state company to defend a suit brought by an out-of-state plaintiff on claims wholly unconnected to the forum State. A State certainly has a legitimate interest in regulating activities conducted within its borders, which may include providing a forum to redress harms that occurred within the State. *State Farm Mut. Automobile Ins. Co. v. Campbell*, 538 U. S. 408, 422 (2003); *BMW of North America*, 517 U. S., at 568–569; *Hess v. Pawloski*, 274 U. S. 352, 356 (1927). A State also may have an interest “in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors.” *Burger King*, 471 U. S., at 473. But a State generally does *not* have a legitimate local interest in vindicating the rights of non-residents harmed by out-of-state actors through conduct outside the State. See, e.g., *Edgar v. MITE Corp.*, 457 U. S. 624, 644 (1982). With no legitimate local interest served, “there is nothing to be weighed . . . to sustain the law.” *Ibid.* And even if some legitimate local interest could be identified, I am skeptical that any local benefits of the State’s assertion of jurisdiction in these circumstances could overcome the serious burdens on interstate commerce that it imposes. See, e.g., *id.*, at 643–646; *Raymond Motor Transp.*, 434 U. S., at 444–446.

* * *

Because *Pennsylvania Fire* resolves this case in favor of

Opinion of ALITO, J.

petitioner Mallory and no Commerce Clause challenge is before us, I join the Court’s opinion as stated in Parts I and III–B, and agree that the Pennsylvania Supreme Court’s judgment should be vacated and the case remanded for further proceedings.

BARRETT, J., dissenting

SUPREME COURT OF THE UNITED STATES

No. 21–1168

ROBERT MALLORY, PETITIONER *v.* NORFOLK
SOUTHERN RAILWAY CO.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF
PENNSYLVANIA, EASTERN DISTRICT

[June 27, 2023]

JUSTICE BARRETT, with whom THE CHIEF JUSTICE, JUSTICE KAGAN, and JUSTICE KAVANAUGH join, dissenting.

For 75 years, we have held that the Due Process Clause does not allow state courts to assert general jurisdiction over foreign defendants merely because they do business in the State. *International Shoe Co. v. Washington*, 326 U. S. 310, 317 (1945). Pennsylvania nevertheless claims general jurisdiction over all corporations that lawfully do business within its borders. As the Commonwealth’s own courts recognized, that flies in the face of our precedent. See *Daimler AG v. Bauman*, 571 U. S. 117, 139–140 (2014).

The Court finds a way around this settled rule. All a State must do is compel a corporation to register to conduct business there (as every State does) and enact a law making registration sufficient for suit on any cause (as every State could do). Then, every company doing business in the State is subject to general jurisdiction based on implied “consent”—not contacts. That includes suits, like this one, with no connection whatsoever to the forum.

Such an approach does not formally overrule our traditional contacts-based approach to jurisdiction, but it might as well. By relabeling their long-arm statutes, States may now manufacture “consent” to personal jurisdiction. Because I would not permit state governments to circumvent constitutional limits so easily, I respectfully dissent.

BARRETT, J., dissenting

I
A

Personal jurisdiction is the authority of a court to issue a judgment that binds a defendant. If a defendant submits to a court’s authority, the court automatically acquires personal jurisdiction. *Insurance Corp. of Ireland v. Compagnie des Bauxites de Guinee*, 456 U. S. 694, 703 (1982). But if a defendant *contests* the court’s authority, the court must determine whether it can nevertheless assert coercive power over the defendant. That calculus turns first on the statute or rule defining the persons within the court’s reach. See *World-Wide Volkswagen Corp. v. Woodson*, 444 U. S. 286, 290 (1980). It depends next on the Due Process Clause, which guards a defendant’s right to resist the judicial authority of a sovereign to which it has an insufficient tie. *International Shoe*, 326 U. S., at 316. The Clause has the companion role of ensuring that state courts “do not reach out beyond the limits imposed on them by their status as coequal sovereigns in a federal system.” *World-Wide Volkswagen*, 444 U. S., at 291–292.

Our precedent divides personal jurisdiction into two categories: specific and general. Both are subject to the demands of the Due Process Clause. Specific jurisdiction, as its name suggests, allows a state court to adjudicate specific claims against a defendant. When a defendant “purposefully avails itself of the privilege of conducting activities within the forum State,” *Hanson v. Denckla*, 357 U. S. 235, 253 (1958), that State’s courts may adjudicate claims that “‘arise out of or relate to the defendant’s contacts’ with the forum,” *Ford Motor Co. v. Montana Eighth Judicial Dist. Court*, 592 U. S. ___, ___ (2021) (slip op., at 6) (quoting *Bristol-Myers Squibb Co. v. Superior Court of Cal., San Francisco Cty.*, 582 U. S. 255, 262 (2017)).

General jurisdiction, by contrast, allows a state court to adjudicate “‘any and all claims’ brought against a defendant.” *Ford Motor*, 592 U. S., at ___ (slip op., at 5) (quoting

BARRETT, J., dissenting

Goodyear Dunlop Tires Operations, S. A. v. Brown, 564 U. S. 915, 919 (2011)). This sweeping authority exists only when the defendant’s connection to the State is tight—so tight, in fact, that the defendant is “at home” there. *Ford Motor*, 592 U. S., at ____ (slip op., at 5). An individual is typically “at home” in her domicile, *Goodyear*, 564 U. S., at 924, and a corporation is typically “at home” in both its place of incorporation and principal place of business, *Daimler*, 571 U. S., at 137. Absent an exceptional circumstance, general jurisdiction is cabined to these locations. *Id.*, at 139.

B

This case involves a Pennsylvania statute authorizing courts to exercise general jurisdiction over corporations that are not “at home” in the Commonwealth. All foreign corporations must register to do business in Pennsylvania, 15 Pa. Cons. Stat. §411(a) (2014), and all registrants are subject to suit on “any cause” in the Commonwealth’s courts, 42 Pa. Cons. Stat. §§5301(a)(2)(i), (b) (2019). Section 5301 thus purports to empower Pennsylvania courts to adjudicate any and all claims against corporations doing business there.

As the Pennsylvania Supreme Court recognized, this statute “clearly, palpably, and plainly violates the Constitution.” 266 A. 3d 542, 565–566 (2021). Look no further than *BNSF R. Co. v. Tyrrell*, a case with remarkably similar facts—and one that the Court conspicuously ignores. 581 U. S. 402 (2017). There, we assessed whether Montana’s courts could exercise general jurisdiction over the BNSF railroad. No plaintiff resided in Montana or suffered an injury there. Like Mallory, one of the plaintiffs alleged that the railroad exposed him to toxic substances that caused his cancer. *Id.*, at 406. Like Norfolk Southern, BNSF had tracks and employees in the forum, but it was neither incorporated nor headquartered there. *Id.*, at 406–

BARRETT, J., dissenting

407. We rejected Montana’s assertion of general jurisdiction over BNSF because “in-state business . . . does not suffice to permit the assertion of general jurisdiction over claims . . . that are unrelated to any activity occurring in [the State].” *Id.*, at 414. *Daimler* and *Goodyear*, we explained, could not have made that any clearer. *BNSF*, 581 U. S., at 414.

The same rule applies here. The Pennsylvania statute announces that registering to do business in the Commonwealth “shall constitute a sufficient basis” for general jurisdiction. §5301(a). But as our precedent makes crystal clear, simply doing business is *insufficient*. Absent an exceptional circumstance, a corporation is subject to general jurisdiction only in a State where it is incorporated or has its principal place of business. *Ford Motor*, 592 U. S., at ___ (slip op., at 5); *Daimler*, 571 U. S., at 139; *Goodyear*, 564 U. S., at 924. Adding the antecedent step of registration does not change that conclusion. If it did, “every corporation would be subject to general jurisdiction in every state in which it registered, and *Daimler*’s ruling would be robbed of meaning by a back-door thief.” *Brown v. Lockheed Martin Corp.*, 814 F. 3d 619, 640 (CA2 2016).

II

A

The Court short-circuits this precedent by characterizing this case as one about consent rather than contacts-based jurisdiction. Consent is an established basis for personal jurisdiction, which is, after all, a waivable defense. “A variety of legal arrangements have been taken to represent express or implied consent to the personal jurisdiction of the court,” including contract, stipulation, and in-court appearance. *Insurance Corp. of Ireland*, 456 U. S., at 703–704. Today, the Court adds corporate registration to the list.

BARRETT, J., dissenting

This argument begins on shaky ground, because Pennsylvania itself does not treat registration as synonymous with consent. Section 5301(a)(2)(i) baldly asserts that “qualification as a foreign corporation” in the Commonwealth is a sufficient hook for general jurisdiction. The *next* subsection (invoked by neither Mallory nor the Court) permits the exercise of general jurisdiction over a corporation based on “[c]onsent, to the extent authorized by the consent.” §5301(a)(2)(ii). If registration were actual consent, one would expect to see some mention of jurisdiction in Norfolk Southern’s registration paperwork—which is instead wholly silent on the matter. App. 1–7. What Mallory calls “consent” is what the Pennsylvania Supreme Court called “compelled submission to general jurisdiction by legislative command.” 266 A. 3d, at 569. Corporate registration triggers a statutory repercussion, but that is not “consent” in a conventional sense of the word.

To pull §5301(a)(2)(i) under the umbrella of consent, the Court, following Mallory, casts it as setting the terms of a bargain: In exchange for access to the Pennsylvania market, a corporation must allow the Commonwealth’s courts to adjudicate any and all claims against it, even those (like Mallory’s) having nothing to do with Pennsylvania. Brief for Petitioner 27–28. Everyone is charged with knowledge of the law, so corporations are on notice of the deal. By registering, they agree to its terms.

While this is a clever theory, it falls apart on inspection. The Court grounds consent in a corporation’s choice to register with knowledge (constructive or actual) of the jurisdictional consequences. *Ante*, at 10–11, 21 (“proceed[ing] anyway” in light of “the jurisdictional consequences attending these actions”); *ante*, at 2 (ALITO, J., concurring in part and concurring in judgment) (basing “consent” on “presume[d]” knowledge of state law); *ante*, at 3 (JACKSON, J., concurring) (“register[ing] and do[ing] business in Pennsylvania despite the jurisdictional consequences”). But on that logic, *any*

BARRETT, J., dissenting

long-arm statute could be said to elicit consent. Imagine a law that simply provides, “any corporation doing business in this State is subject to general jurisdiction in our courts.” Such a law defies our precedent, which, again, holds that “in-state business . . . does not suffice to permit the assertion of general jurisdiction.” *BNSF*, 581 U. S., at 414. Yet this hypothetical law, like the Pennsylvania statute, gives notice that general jurisdiction is the price of doing business. And its “notice” is no less “clear” than Pennsylvania’s. *Ante*, at 5 (opinion of ALITO, J.). So on the Court’s reasoning, corporations that choose to do business in the State impliedly consent to general jurisdiction. The result: A State could defeat the Due Process Clause by adopting a law at odds with the Due Process Clause.

That makes no sense. If the hypothetical statute overreaches, then Pennsylvania’s does too. As the United States observes, “[i]nvoking the label ‘consent’ rather than ‘general jurisdiction’ does not render Pennsylvania’s long-arm statute constitutional.” Brief for United States as *Amicus Curiae* 4. Yet the Court takes this route without so much as acknowledging its circularity.

B

While our due process precedent permits States to place reasonable conditions on foreign corporations in exchange for access to their markets, there is nothing reasonable about a State extracting consent in cases where it has “no connection whatsoever.” 266 A. 3d, at 566; *Bristol-Myers*, 582 U. S., at 263; see *Lafayette Ins. Co. v. French*, 18 How. 404, 407 (1856). The Due Process Clause protects more than the rights of defendants—it also protects interstate federalism. We have emphasized this principle in case after case. For instance, in *Hanson v. Denckla*, we stressed that “restrictions” on personal jurisdiction “are more than a guarantee of immunity from inconvenient or distant litigation. They are a consequence of territorial limitations on

BARRETT, J., dissenting

the power of the respective States.” 357 U. S., at 250–251. In *World-Wide Volkswagen*, we explained that “[e]ven if the defendant would suffer minimal or no inconvenience from being forced to litigate before the tribunals of another State . . . the Due Process Clause, acting as an instrument of interstate federalism, may sometimes act to divest the State of its power to render a valid judgment.” 444 U. S., at 294. And in *Bristol-Myers*, we reinforced that “this federalism interest may be decisive.” 582 U. S., at 263; see also, *e.g.*, *Ford Motor*, 592 U. S., at ____ (slip op., at 6); *Asahi Metal Industry Co. v. Superior Court of Cal., Solano Cty.*, 480 U. S. 102, 113, 115 (1987); *International Shoe*, 326 U. S., at 317. A defendant’s ability to waive its objection to personal jurisdiction reflects that the Clause protects, first and foremost, an individual right. But when a State announces a blanket rule that ignores the territorial boundaries on its power, federalism interests are implicated too.

Pennsylvania’s effort to assert general jurisdiction over every company doing business within its borders infringes on the sovereignty of its sister States in a way no less “exorbitant” and “grasping” than attempts we have previously rejected.¹ *Daimler*, 571 U. S., at 121–122, 138–139. Conditions on doing in-state business cannot be “inconsistent with those rules of public law which secure the jurisdiction and authority of each State from encroachment by all others.” *Lafayette*, 18 How., at 407; *St. Clair v. Cox*, 106 U. S. 350, 356 (1882). Permitting Pennsylvania to impose a blanket claim of authority over controversies with no connection

¹This case provides a “textbook example” of overreach at the expense of other States. 266 A. 3d 542, 567 (Pa. 2021). Virginia has considerable connections to Mallory’s suit: Mallory lives in Virginia, Norfolk Southern is a Virginia corporation, Mallory’s injuries arose—at least in part—from his employment in Virginia, and he was diagnosed with cancer there. See *ante*, at 2–3; Tr. of Oral Arg. 39. Pennsylvania, by contrast, “has no legitimate interest in a controversy with no connection to the Commonwealth that was filed by a non-resident against a foreign corporation.” 266 A. 3d, at 567.

BARRETT, J., dissenting

to the Commonwealth intrudes on the prerogatives of other States—domestic and foreign—to adjudicate the rights of their citizens and enforce their own laws. See *Ford Motor*, 592 U. S., at ___–___ (slip op., at 6–7); *Daimler*, 571 U. S., at 141–142.

The plurality’s response is to fall back, yet again, on “consent.” *Ante*, at 21, 23, n. 11. In its view, because a defendant can *waive* its personal jurisdiction right, a State can never overreach in demanding its *relinquishment*. *Ibid.*; see also *ante*, at 8 (opinion of ALITO, J.); *ante*, at 1–3 (opinion of JACKSON, J.). That is not how we treat rights with structural components. The right to remove a case to federal court, for instance, is primarily personal—it secures for a nonresident defendant a federal forum thought to be more impartial. See The Federalist No. 80, p. 478 (C. Rossiter ed. 1961) (A. Hamilton). At the same time, however, it serves federal interests by ensuring that federal courts can vindicate federal rights. See, e.g., *Georgia v. Rachel*, 384 U. S. 780, 804–805 (1966). Recognizing this dual role, we have rejected efforts of States to require defendants to relinquish this (waivable) right to removal as a condition of doing business. See *Home Ins. Co. v. Morse*, 20 Wall. 445, 453, 456–458 (1874) (citing *Lafayette*, 18 How., at 407); *Barron v. Burnside*, 121 U. S. 186, 196–198 (1887) (“[W]hile the right to remove a suit might be waived,” a statute may not require a foreign corporation “to forfeit [its] rights at all times and on all occasions, whenever the case might be presented”). The same logic applies here. Pennsylvania’s power grab infringes on more than just the rights of defendants—it upsets the proper role of the States in our federal system.

III

A

The plurality attempts to minimize the novelty of its conclusion by pointing to our decision in *Burnham v. Superior*

BARRETT, J., dissenting

Court of Cal., County of Marin, 495 U. S. 604 (1990). There, we considered whether “tag jurisdiction”—personal service upon a defendant physically present in the forum State—remains an effective basis for general jurisdiction after *International Shoe*. *Burnham*, 495 U. S., at 607 (opinion of Scalia, J.). We unanimously agreed that it does. *Id.*, at 619, 622; *id.*, at 628 (White, J., concurring in part and concurring in judgment); *id.*, at 628–629 (Brennan, J., concurring in judgment); *id.*, at 640 (Stevens, J., concurring in judgment). The plurality claims that registration jurisdiction for a corporation is just as valid as the “tag jurisdiction” that we approved in *Burnham*. But in drawing this analogy, the plurality omits any discussion of *Burnham*’s reasoning.

In *Burnham*, we acknowledged that tag jurisdiction would not satisfy the contacts-based test for general jurisdiction. Nonetheless, we reasoned that tag jurisdiction is “both firmly approved by tradition and still favored,” making it “one of the continuing traditions of our legal system that define[s] the due process standard of ‘traditional notions of fair play and substantial justice.’” *Id.*, at 619 (opinion of Scalia, J.) (quoting *International Shoe*, 326 U. S., at 316); see also 495 U. S., at 635–637 (Brennan, J., concurring in judgment) (a jurisdictional rule that reflects “our common understanding *now*, fortified by a century of judicial practice, . . . is entitled to a strong presumption that it comports with due process”). *Burnham* thus permits a longstanding and still-accepted basis for jurisdiction to pass *International Shoe*’s test.

General-jurisdiction-by-registration flunks both of these prongs: It is neither “firmly approved by tradition” nor “still favored.” 495 U. S., at 622 (opinion of Scalia, J.). Thus, the plurality’s analogy to tag jurisdiction is superficial at best.

Start with the second prong. In *Burnham*, “[w]e [did] not know of a single state . . . that [had] abandoned in-state service as a basis of jurisdiction.” *Id.*, at 615. Here, as Mallory concedes, Pennsylvania is the *only* State with a statute

BARRETT, J., dissenting

treating registration as sufficient for general jurisdiction. Tr. of Oral Arg. 47. Indeed, quite a few have jettisoned the jurisdictional consequences of corporate registration altogether—and in no uncertain terms. See, e.g., *Chavez v. Bridgestone Americas Tire Operations, LLC*, 2022–NMSC–006, ¶¶1, 53–54, 503 P. 3d 332, 336, 349 (“Reliance upon outdated legal fictions . . . would be absurd and, as explained above, inconsistent with contemporary understandings of due process”); *Genuine Parts Co. v. Cepec*, 137 A. 3d 123, 137 (Del. 2016) (“[W]e no longer live in a time where foreign corporations cannot operate in other states unless they somehow become a resident”); see also *DeLeon v. BNSF R. Co.*, 392 Mont. 446, 453, n. 1, 426 P. 3d 1, 7, n. 1 (2018) (listing States with statutes that do not permit the practice).² With the Pennsylvania Legislature standing alone, the plurality does not even attempt to describe this method of securing general jurisdiction as “still favored,” *Burnham*, 495 U. S., at 622 (opinion of Scalia, J.), or reflective of “our common understanding now,” *id.*, at 635–637 (Brennan, J., concurring in judgment) (emphasis deleted). Quite the opposite: The plurality denigrates “the spirit of our age”—reflected by the vast majority of States—and appeals to its own notions of fairness. *Ante*, at 17–20.

The past is as fatal to the plurality’s theory as the present. *Burnham*’s tradition prong asks whether a method for securing jurisdiction was “shared by American courts at the crucial time”—“1868, when the Fourteenth Amendment

²The plurality offers only one other State that (through its Supreme Court) has treated foreign corporate registration as adequate support for general jurisdiction following *Daimler* and *Goodyear*. See *Cooper Tire & Rubber Co. v. McCall*, 312 Ga. 422, 436–437, 863 S. E. 2d 81, 92 (2021). There, a judicial precedent, not a long-arm statute, maintained that registration justified general jurisdiction. Applying the consent theory, the Georgia Supreme Court held that corporations that choose to do business in the State are on notice of the jurisdictional consequences of its case law. *Id.*, at 434, 863 S. E. 2d, at 90.

BARRETT, J., dissenting

was adopted.” 495 U. S., at 611 (opinion of Scalia, J.). But the plurality cannot identify a *single* case from that period supporting its theory.³ In fact, the evidence runs in the opposite direction. Statutes that required the appointment of a registered agent for service of process were far more modest than Pennsylvania’s.⁴ And even when a statute was written more broadly, state courts generally understood it to implicitly limit jurisdiction to suits with a connection to the forum. The state reporters are replete with examples of judicial decisions that stood by the then-prevailing rule: Compliance with a registration law did not subject a foreign corporation to suit on *any* cause in a State, but only those related to the forum. *Smith v. Mutual Life Ins. Co. of N. Y.*,

³The plurality argues that the uniform practice of state courts at the time of ratification is inapposite because no state court held that general-jurisdiction-by-registration violates the Fourteenth Amendment. *Ante*, at 7, n. 4. This approach reflects a misunderstanding of *Burnham*. The inquiry is not whether courts rejected a process for obtaining jurisdiction as unconstitutional. It is whether courts *actually used*—and continue to use—the challenged process. 495 U. S., at 622 (opinion of Scalia, J.); see also *Hurtado v. California*, 110 U. S. 516, 528 (1884) (“[A] process of law . . . must be taken to be due process of law” if it “has been immemorially the actual law of the land”). Registration jurisdiction falls short on both fronts.

⁴Many States expressly limited their statutes to disputes with *a connection to the State*. See, e.g., Ind. Code §25–2 (1852) (foreign corporations must consent to actions “arising out of any transaction in this State”), App. to Brief for Petitioner 47a; Conn. Gen. Stat. §7–389 (1866) (foreign insurance companies must appoint an in-state agent to accept process “in all suits before any court in this state, for any liability incurred by such company or association in this state”), App. to Brief for Petitioner 18a; Md. Code Ann. §26–211 (1868) (foreign corporation may be sued by nonresident “when the cause of action has arisen, or the subject of the action shall be situate[d] in this state”), App. to Brief for Petitioner 90a; S. C. Code Ann. §13–1–422(2) (1873) (nonresident may sue a foreign corporation “when the cause of action shall have arisen, or the subject of the action shall be situated, within this State”), App. to Brief for Petitioner 227a.

BARRETT, J., dissenting

96 Mass. 336, 340–343 (1867); see also, *e.g.*, *Camden Rolling Mill v. Swede Iron Co.*, 32 N. J. L. 15, 18 (1866) (rejecting a statutory construction that would “place within the jurisdiction of our courts, all the corporations of the world”); *Newell v. Great W. R. Co. of Canada*, 19 Mich. 336, 345–346 (1869) (legislature “could never have intended . . . to make our tribunals, maintained by the people of Michigan, the arbiters of differences in which our citizens have no interest”); *Sawyer v. North Am. Life Ins. Co.*, 46 Vt. 697, 707 (1874) (broadly worded statute did not reach a corporate “party not a resident, on a cause of action which did not accrue here”); *Central R. & Banking Co. v. Carr*, 76 Ala. 388, 393 (1884) (collecting cases).⁵ Our cases from this era articulate the same line. See, *e.g.*, *Lafayette*, 18 How., at 407 (statutory consent to suit may reach “contracts made and to be performed within that State”); *St. Clair*, 106 U. S., at 356–357 (statutory consent permitted for suits “arising out of [a foreign corporation’s] transactions in the State”); *Old Wayne Mut. Life Assn. of Indianapolis v. McDonough*, 204 U. S. 8, 21 (1907) (“[I]t cannot be held that the company agreed that service of process . . . would alone be sufficient to bring it into court in respect of *all* business transacted by it, no matter where”); *Simon v. Southern R. Co.*, 236 U. S. 115, 130 (1915) (“statutory consent of a foreign corporation to be sued does not extend to causes of action arising in other states”). Although “plaintiffs typically did not sue defendants in fora that had no rational relation to causes of action,” *Genuine Parts*, 137 A. 3d, at 146, courts repeatedly turned them away when they did.

⁵ Mallory cannot find an example of an exercise of registration jurisdiction without a forum connection until 1882. See *Johnston v. Trade Ins. Co.*, 132 Mass. 432, 434–435. But even that example ignores Massachusetts’s rejection of registration jurisdiction for cases with no connection to the forum in 1867—the year it ratified the Fourteenth Amendment. See *Smith*, 96 Mass., at 340–343.

BARRETT, J., dissenting

B

Sidestepping *Burnham*'s logic, the plurality seizes on its bottom-line approval of tag jurisdiction. According to the plurality, tag jurisdiction (based on physical presence) and registration jurisdiction (based on deemed consent) are essentially the same thing—so by blessing one, *Burnham* blessed the other. See *ante*, at 1–2, 16. The plurality never explains why they are the same, even though—as we have just discussed—more than a century's worth of law treats them as distinct. See also *Burnham*, 495 U. S., at 610, n. 1 (opinion of Scalia, J.) (corporations “have never fi[t] comfortably in a jurisdictional regime based primarily upon ‘de facto power over the defendant’s person’”); *International Shoe*, 326 U. S., at 316–317. The plurality's rationale seems to be that if a person is subject to general jurisdiction anywhere she is present, then a corporation should be subject to general jurisdiction anywhere it does business. See *ante*, at 1–2, 5–6, 9–10, 16, 22. That is not only a non sequitur—it is “contrary to the historical rationale of *International Shoe*.” *Wenche Siemer v. Learjet Acquisition Corp.*, 966 F. 2d 179, 183 (CA5 1992).

Before *International Shoe*, a state court's power over a person turned strictly on “service of process within the State” (presence) “or [her] voluntary appearance” (consent). *Pennoyer v. Neff*, 95 U. S. 714, 733 (1878). In response to changes in interstate business and transportation in the late 19th and early 20th centuries, States deployed new legal fictions designed to secure the presence or consent of nonresident individuals and foreign corporations. For example, state laws required nonresident drivers to give their “implied consent” to be sued for their in-state accidents as a condition of using the road. *Hess v. Pawloski*, 274 U. S. 352, 356 (1927); *World-Wide Volkswagen*, 444 U. S., at 296, n. 11. And foreign corporations, as we have discussed, were required by statute to “consent” to the appointment of a res-

BARRETT, J., dissenting

ident agent, so that the company could then be constructively “present” for in-state service. *Mutual Reserve Fund Life Assn. v. Phelps*, 190 U. S. 147, 158–159 (1903); see *St. Clair*, 106 U. S., at 356.

As Justice Scalia explained, such extensions of “consent and presence were purely fictional” and can no longer stand after *International Shoe*. *Burnham*, 495 U. S., at 618; see also, e.g., *Shaffer v. Heitner*, 433 U. S. 186, 202–203 (1977) (*International Shoe* abandoned “both the fictions of implied consent to service on the part of a foreign corporation and of corporate presence”); *McGee v. International Life Ins. Co.*, 355 U. S. 220, 222 (1957) (*International Shoe* “abandoned ‘consent,’ ‘doing business,’ and ‘presence’ as the standard for measuring the extent of state judicial power over [foreign] corporations”); *International Shoe*, 326 U. S., at 318. The very point of *International Shoe* was to “cast . . . aside” the legal fictions built on the old territorial approach to personal jurisdiction and replace them with its contacts-based test. *Burnham*, 495 U. S., at 618 (opinion of Scalia, J.); *id.*, at 630 (Brennan, J., concurring in judgment) (*International Shoe* abandoned the previous “‘patchwork of legal and factual fictions’”). In *Burnham*, we upheld tag jurisdiction because it is not one of those fictions—it *is* presence. By contrast, Pennsylvania’s registration statute is based on deemed consent. And this kind of legally implied consent is one of the very fictions that our decision in *International Shoe* swept away. See 326 U. S., at 318; *Ford Motor*, 592 U. S., at ____ (GORSUCH, J., concurring in judgment) (slip op., at 8).

C

Neither JUSTICE ALITO nor the plurality seriously contests this history. Nor does either deny that Mallory’s theory would gut *Daimler*. Instead, they insist that we already decided this question in a pre-*International Shoe* precedent: *Pennsylvania Fire Ins. Co. of Philadelphia v. Gold Issue*

BARRETT, J., dissenting

Mining & Milling Co., 243 U. S. 93 (1917).

In *Pennsylvania Fire*, an Arizona corporation sued a Pennsylvania corporation in Missouri for a claim arising from an insurance contract issued in Colorado and protecting property in Colorado. *Id.*, at 94. The defendant maintained that the Missouri court lacked personal jurisdiction over it because the plaintiff’s claim had no connection to the forum. *Id.*, at 94–95. But in compliance with Missouri law, the defendant company had previously filed “a power of attorney consenting that service of process upon the superintendent [of the State’s insurance department] should be deemed personal service upon the company.” *Id.*, at 94. The Missouri Supreme Court construed that power of attorney as express consent to personal jurisdiction in Missouri in any case whatsoever, and this Court held that “the construction did not deprive the defendant of due process of law.” *Id.*, at 95.⁶

The Court asserts that *Pennsylvania Fire* controls our decision today. I disagree. The case was “decided before this Court’s transformative decision on personal jurisdiction in *International Shoe*,” *BNSF*, 581 U. S., at 412, and we have already stated that “prior decisions [that] are inconsistent with this standard . . . are overruled,” *Shaffer*, 433 U. S., at 212, n. 39. *Pennsylvania Fire* fits that bill. Time and again, we have reinforced that “‘doing business’ tests”—like those

⁶The plurality praises the Missouri Supreme Court’s “carefu[l]” and “thoughtful opinion.” *Ante*, at 9–10. Only a decade later, however, the same court unanimously concluded that it had misinterpreted the reach of the statute and overruled this aggressive approach. *State ex rel. Am. Central Life Ins. Co. v. Landwehr*, 318 Mo. 181, 190–192, 300 S. W. 294, 297–298 (1927) (requiring a connection to Missouri); *State ex rel. Phoenix Mut. Life Ins. Co. of Hartford v. Harris*, 343 Mo. 252, 258–260, 121 S. W. 2d 141, 145–146 (1938). This remains the rule in Missouri today: Compliance with its registration statute does not constitute consent to general jurisdiction. *State ex rel. Norfolk Southern R. Co. v. Dolan*, 512 S. W. 3d 41, 52–53, and n. 11 (Mo. 2017).

BARRETT, J., dissenting

“framed before specific jurisdiction evolved in the United States”—are not a valid basis for general jurisdiction. *Daimler*, 571 U. S., at 140, n. 20. The only innovation of Pennsylvania’s statute is to make “doing business” synonymous with “consent.” If *Pennsylvania Fire* endorses that trick, then *Pennsylvania Fire* is no longer good law.

The plurality tries to get around *International Shoe* by claiming that it did no more than expand jurisdiction, affecting nothing that came before it.⁷ *Ante*, at 14–15. That is as fictional as the old concept of “corporate presence” on which the plurality relies. We have previously abandoned even “ancient” bases of jurisdiction for incompatibility with *International Shoe*. *Shaffer*, 433 U. S., at 211–212 (repudiating *quasi in rem* jurisdiction). And we have repeatedly reminded litigants not to put much stock in our pre-*International Shoe* decisions. *Shaffer*, 433 U. S., at 212, n. 39; see also *BNSF*, 581 U. S., at 412. *Daimler* itself reinforces that pre-*International Shoe* decisions “should not attract heavy reliance today.” 571 U. S., at 138, n. 18. Over and over, we have reminded litigants that *International Shoe* is “canonical,” “seminal,” “pathmarking,” and even “momentous”—to give just a few examples. *Ford Motor*, 592 U. S., at ___ (slip op., at 4); *Bristol-Myers*, 582 U. S., at 262; *Daimler*, 571 U. S., at 128; *Goodyear*, 564 U. S., at 919. Yet the Court acts as if none of this ever happened.

In any event, I doubt *Pennsylvania Fire* would control this case even if it remained valid. *Pennsylvania Fire* distinguished between express consent (that is, consent “actually . . . conferred by [the] document”) and deemed consent (inferred from doing business). 243 U. S., at 95–96; see also *Neirbo Co. v. Bethlehem Shipbuilding Corp.*, 308 U. S. 165,

⁷ While *International Shoe* expanded the bases for *specific* jurisdiction, it did no such thing for *general* jurisdiction. On the contrary, *International Shoe* itself recognized that *general* jurisdiction for a corporation exists in its “‘home’ or principal place of business.” 326 U. S. 310, 317 (1945). That line has remained constant.

BARRETT, J., dissenting

175 (1939) (basing jurisdiction on “finding an *actual* consent” (emphasis added)). As Judge Learned Hand emphasized in a decision invoked by the plurality, without “express consent,” the normal rules apply. *Smolik v. Philadelphia & Reading Coal & Iron Co.*, 222 F. 148, 150–151 (SDNY 1915).

The express power of attorney in *Pennsylvania Fire* “made service on the [insurance] superintendent the equivalent of . . . a corporate vote [that] had accepted service in this specific case.” 243 U. S., at 95. Norfolk Southern, by contrast, “executed no document like the power of attorney there.” Brief for Respondent 31; see App. 1–7. The Court makes much of what Norfolk Southern did write on its forms, *ante*, at 11: It named a “Commercial Registered Office Provider,” App. 1, 6, it notified Pennsylvania of a merger, *id.*, at 3–5, and it paid \$70 to update its paperwork, *id.*, at 6. None of those documents use the word “agent,” nothing hints at the word “jurisdiction,” and (as the Pennsylvania Supreme Court explained) nothing about that registration is “voluntary.” 266 A. 3d, at 570, and n. 20.⁸ Consent in *Pennsylvania Fire* was contained in the document itself; here it is deemed by statute. If “mere formalities” matter as much as the plurality says they do, it should respect this one too. *Ante*, at 22.

IV

By now, it should be clear that the plurality’s primary approach to this case is to look past our personal jurisdiction

⁸I agree with the Court that no “magic words” are necessary to establish valid consent. *Ante*, at 12–13, n. 5. But when the statutory scheme itself distinguishes between actual “consent” and registration, §§5301(a)(2)(i), (ii), and when the Pennsylvania Supreme Court sees a difference between the two, it is quite a stretch to treat them as one and the same.

BARRETT, J., dissenting

precedent. Relying on a factsheet downloaded from the internet, for instance, the plurality argues that Norfolk Southern is such a “part of ‘the Pennsylvania Community,’” and does so much business there, that its “presence” in Pennsylvania is enough to require it to stand for suits having nothing to do with the Commonwealth. *Ante*, at 17–20; see also *ante*, at 4–5 (opinion of ALITO, J.).⁹ In *Daimler*, however, we roundly rejected the plaintiff’s request that we “approve the exercise of general jurisdiction in every State in which a corporation ‘engages in a substantial, continuous, and systematic course of business.’” 571 U. S., at 138. The established test—which the plurality barely acknowledges—is whether the corporation is “at home” in the State. “A corporation that operates in many places,” and must therefore register in just as many, “can scarcely be deemed at home in all of them.” *Id.*, at 140, n. 20.

*

*

*

Critics of *Daimler* and *Goodyear* may be happy to see them go. See, e.g., *Ford Motor*, 592 U. S., at ____ (slip op., at 1) (ALITO, J., concurring in judgment); *id.*, at ____–____ (slip op., at 8–9) (GORSUCH, J., joined by THOMAS, J., concurring in judgment); *BNSF*, 581 U. S., at 416 (SOTOMAYOR, J., concurring in part and dissenting in part). And make no mistake: They are halfway out the door. If States take up the Court’s invitation to manipulate registration, *Daimler* and *Goodyear* will be obsolete, and, at least for corporations, specific jurisdiction will be “superfluous.” *Daimler*, 571 U. S., at 140; see *Goodyear*, 564 U. S., at 925. Because I would not work this sea change, I respectfully dissent.

⁹Mallory, by contrast, chooses to rest his case for jurisdiction on registration and registration alone. Tr. of Oral Arg. 49 (“We’re relying on consent and consent alone. Without consent, we don’t prevail”). Apparently dissatisfied with this concession, the plurality finds its own facts and develops its own argument. That is not how we usually do things. See *United States v. Sineneng-Smith*, 590 U. S. ___, ___–___ (2020) (slip op., at 3–4).

EXHIBIT B

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF HORRY	)	IN THE COURT OF COMMON PLEAS
	)	C/A NO: 2021-CP-26-07668
GLORIA ORMAND-WARD by and through	)	
HER GUARDIAN AND CONSERVATOR,	)	
CDM CORPORATION, through its representa-	)	
tive, STEPHEN MANTELL	)	
	)	
Plaintiff	)	AMENDED
	)	SUMMONS
	)	
vs.	)	
	)	
DAVID LITT, HOMEDEBONE, LLC,	)	
ROSARIA A. ALAGNA aka ROSE ALAGNA;	)	
CHRIS PARKER; CHICAGO LAND AGENCY	)	
SERVICES, INC.; CHICAGO TITLE	)	
INSURANCE COMPANY; PEREIRA	)	
PARTNERS, LLC; NB LABOR, LLC dba	)	
NEWMAN BROTHERS GENERAL	)	
CONTRACTORS; JOHN NEWMAN; and	)	
TOORAK CAPITAL, LLC;	)	
	)	
Defendants.	)	

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Amended Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Amended Complaint, judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

[signature block on next page]

Respectfully submitted,

LAW OFFICES OF JOHN M. LEITER, PA

/s/ John M. Leiter

John M. Leiter (SC Bar #3187)
405 79th Avenue North, Suite B
Myrtle Beach, SC 29572
(843) 449-1451
jleiter@48th.com
Attorney for Plaintiff

Myrtle Beach, South Carolina
March 30, 2022

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF HORRY	)	IN THE COURT OF COMMON PLEAS
	)	C/A NO: 2021-CP-26-07668
GLORIA ORMAND-WARD by and through	)	
HER GUARDIAN AND CONSERVATOR,	)	
CDM CORPORATION, through its	)	
representative, STEPHEN MANTELL	)	
	)	
Plaintiff	)	AMENDED COMPLAINT
	)	
vs.	)	JURY TRIAL DEMANDED
	)	As To All Issues Triable by Jury
DAVID LITT, HOMEDEBONE, LLC,	)	
ROSARIA A. ALAGNA aka ROSE ALAGNA;	)	
CHRIS PARKER; CHICAGO LAND AGENCY)	)	
SERVICES, INC.; CHICAGO TITLE	)	
INSURANCE COMPANY; PEREIRA	)	
PARTNERS, LLC; NB LABOR, LLC dba	)	
NEWMAN BROTHERS GENERAL	)	
CONTRACTORS; JOHN NEWMAN; and	)	
TOORAK CAPITAL, LLC;	)	
	)	
Defendants.	)	

The above-named Plaintiff, complaining of the Defendants herein, amends her Complaint previously filed herein and alleges as follows:

Introduction

1. This is an action, brought by Gloria Ormand-Ward's (hereinafter Ms. Ward) Guardian and Conservator, *inter alia*, to set aside and to declare null and void *ab initio*, a deed allegedly conveying Ms. Ward's home to Defendant, Homedebone, LLC. Ms. Ward had lived peaceably in her home for 23 years. Plaintiff contends that the deed purportedly conveying Ms. Ward's home to Homedebone, LLC is the result of fraud and is, therefore, invalid.

2. The Plaintiff further contends that the subsequent transfers of Ms. Ward's home are invalid and should also be declared null and void *ab initio* and set aside.

The Parties

3. Ms. Ward, age 77 at the time of the filing of this action, is currently a resident of Senior Care of Marion County, South Carolina. Since September 14, 2012, Ms. Ward has been, and still is, the sole owner of the real property described as Lot 63, Providence Park at Antigua Subdivision, in the City of Myrtle Beach by quit claim deed recorded with the Horry County Register of Deeds in Deed Book 3607 at Page 1247 (see Exhibit A attached hereto and incorporated herein by reference) (hereinafter “the Home”). The Home is located within the Providence Park at Antigua Horizontal Property Regime, and subject to the governance of the Providence Park at Antigua Homeowners Association, Inc. (the “HOA”).

4. By Order dated and filed on September 24, 2021, the Horry County Probate Court, in Case No. 2021-GC-00069, found and concluded that Ms. Ward is an incapacitated adult and the Court appointed CDM Corporation, by and through its representative, Stephen Mantell, as her Guardian and Conservator (hereinafter “Guardian and Conservator”).

5. CDM Corporation is a South Carolina corporation, organized and existing under the laws of South Carolina, and is in good standing. Stephen Mantell is the principal of CDM Corporation and serves as the court-appointed Guardian and Conservator of Ms. Ward by Order dated and filed on September 24, 2021 in Horry County Probate Court Case No. 2021-GC-00069. The Guardian and Conservator brings this action on behalf of Ms. Ward.

6. Upon information and belief, Defendant David Litt ("Mr. Litt") is a citizen and resident of the State of Illinois.

7. Upon information and belief, Defendant Homedebone, LLC was a limited liability company organized and existing under the laws of the State of Utah. Homedebone, LLC is not qualified to do business in South Carolina.

8. Upon information and belief, Rosaria A. Alagna, a/k/a Rose Alagna ("Ms. Alagna"), is a citizen and resident of Bloomingdale, Du Page County, Illinois, and has been a commissioned notary public in and for the State of Illinois since October 7, 2020.

9. On information and belief, Ms. Alagna is or was a member of Homedebone, LLC and filed the articles of organization for Homedebone, LLC that were filed with the Utah Secretary of State on May 5, 2020. (See Exhibit B attached hereto and incorporated herein by reference.)

10. Upon information and belief, Chris Parker ("Mr. Parker") is a citizen and resident of the State of Illinois.

11. Chicago Land Agency Services, Inc. (hereinafter "CLAS") is a corporation organized and existing under the laws of the State of Illinois. On information and belief, CLAS provides services including, but not limited to, title searches, typing services, underwriting support and general assistance in the preparation of title insurance policies to attorneys and non-attorneys as well as the filing of deeds. CLAS is not qualified to do business in South Carolina.

12. Chicago Title Insurance Company (hereinafter “Chicago Title”) is a Florida corporation and has a Certificate of Authority to write title insurance business in South Carolina.

13. Upon information and belief, Pereira Partners, LLC is a limited liability company organized and existing under the laws of the State of Wyoming formed on March 5, 2021 and is not qualified to do business in South Carolina. (See Exhibit C attached hereto and incorporated herein by reference.) This Defendant allegedly purchased the Home from Homedebone, LLC as set out below.

14. NB Labor, LLC d/b/a Newman Brothers General Contractors is a limited liability company organized and existing under the laws of the State of South Carolina and is in good standing with the State of South Carolina.

15. On information and belief, John Newman (“Mr. Newman”) is a principal of NB Labor, LLC d/b/a Newman Brothers General Contractors, and a principal of Pereira Partners, LLC, and is a citizen and resident of Horry County, South Carolina.

16. Toorak Capital, LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in the State of New Jersey, and is named as a party herein as it may claim an interest in the Home.

Jurisdiction and Venue

17. This Court has proper jurisdiction over the subject matter and the parties of this action.

The Facts

18. Plaintiff incorporates the allegations of Paragraphs 1-17 of the Amended Complaint as if they were repeated verbatim.

19. On or about June 3, 1999, the Home was conveyed to Ms. Ward, who was then known as Gloria Ward-Goode, jointly with her mother, Ruth M. Ward, by deed recorded with the Horry County Register of Deeds in Deed Book 2151 at Page 1365.

20. On or about September 14, 2012, Ruth M. Ward, by and through her duly appointed Conservator, Jay M. Bultz, conveyed her interest in the Home to Ms. Ward by quit claim deed recorded with the Horry County Register of Deeds in Deed Book 3607 at page 1247 (Exhibit A above). Ms. Ward has owned the Home continuously since then and lived peaceably in the Home without interference and without interruption until Homedebone, LLC through CLAS, recorded a deed purporting to convey the Home to Homedebone, LLC, as more fully described below.

21. On January 31, 2019, the HOA caused a lien for \$2,550.00 plus \$500.00 attorney's fees to be placed against the Home after Ms. Ward fell behind in her homeowner association assessment payments.

22. On September 25, 2020, the HOA filed a Lis Pendens, Summons and Complaint for Foreclosure pursuant to the HOA's lien in the Court of Common Pleas for Horry County, being Civil Action 2020-CP-26-05563.

23. On information and belief, after discovering the Home was in foreclosure, and presumably after discerning that, other than the HOA's lien, there were no other liens or encumbrances on the Home, Mr. Litt contacted Ms. Ward with an offer to help her stop the foreclosure.

24. On information and belief, on or about February 4, 2021, the Defendant Homedebone LLC, prepared a Warranty Deed (*see Fig. 1*) purportedly digitally signed by Ms. Ward via DocuSign, an electronic signature service (*see Fig. 2*). Defendant CLAS or

Chicago Title electronically recorded the deed on February 18, 2021 with the Horry County Register of Deeds, in Deed Book 4391 at Page 65 (see Exhibit D attached hereto and incorporated herein by reference) (hereinafter referred to as the “Fraudulent Deed”).

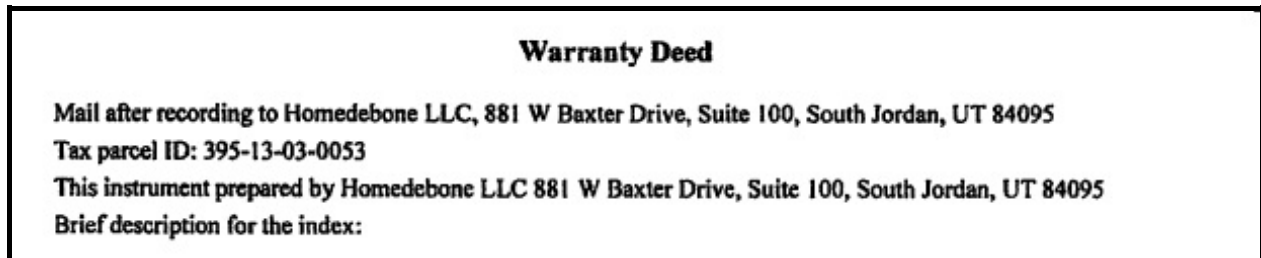


Fig. 1. Excerpt from Fraudulent Deed, prepared by Homedebone, LLC, the grantee.

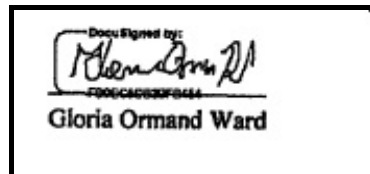


Fig. 2. Purported digital signature of Ms. Ward, the grantor, on Fraudulent Deed

25. According to the Fraudulent Deed, the consideration paid to Ms. Ward was “the sum of \$100.00 dollars and other consideration to them in hand paid”.

26. Ms. Alagna notarized the Fraudulent Deed, certifying that she was a Notary Public of the State of **North** Carolina, County of Horry and that Ms. Ward had personally appeared before Ms. Alagna and acknowledged the alleged DocuSigned execution of the Fraudulent Deed. (See *Fig. 3.*) On information and belief, Defendant Alagna is not a Notary Public in North Carolina or South Carolina.

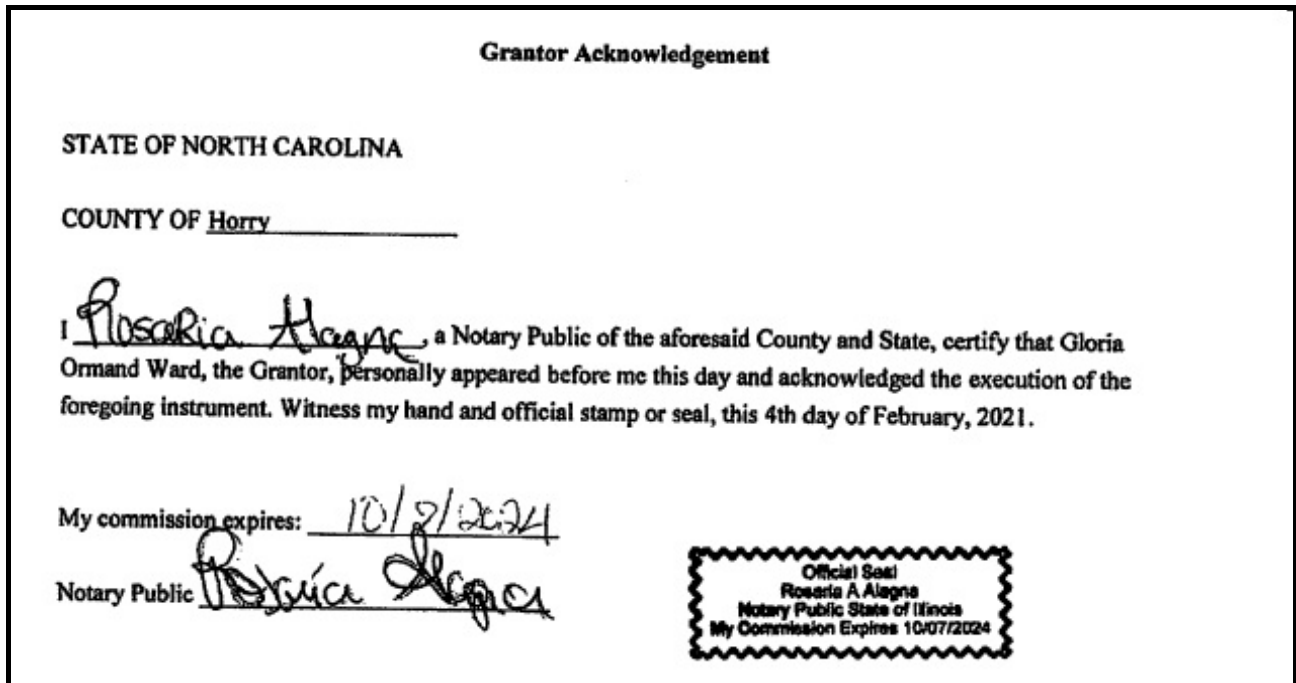


Fig. 3. Notary acknowledgment area of Fraudulent Deed.

27. On information and belief, Ms. Ward was not in Illinois at any time during 2020 or 2021.

28. On information and belief, Mr. Parker witnessed the Fraudulent Deed, claiming and certifying that Ms. Ward had signed it in his presence.

29. On information and belief, CLAS and Chicago Title are joint venture partners, as evidenced by CLAS's Internet domain name and its website's home page at www.ctclas.com:

Welcome To Chicago Land Agency Services

Chicago Land Agency Services, known in the title insurance industry as CLAS, was formed in 1997. CLAS is a joint venture partnership with Chicago Title Insurance Company, the marquee name in title insurance. This unique relationship has positioned CLAS to provide title insurance to real estate professionals in an accurate and timely manner.

30. On information and belief, at the request of Mr. Litt, Defendants CLAS and/or Chicago Title e-recorded the Fraudulent Deed from its offices in Chicago, Illinois by using one of the Horry County Register of Deeds' electronic recording delivery service vendors, via an electronic recording portal.

31. A Transmittal Sheet accompanying the Fraudulent Deed (Exhibit D, p. 5) contained the following information:

- A. The Transmittal Sheet listed the date of instrument [of the Fraudulent Deed] as April 21, 2021, although the instrument was purportedly e-signed on *February 4, 2021*. The Affidavit was signed by Mr. Litt on *February 9, 2021* and the Fraudulent Deed, Affidavit and Transmittal Sheet were recorded together on *February 18, 2021*;
- B. The Transmittal Sheet identified Chicago Land Agency Services, Inc., 1279 N. Milwaukee Ave., 310, Chicago, IL 60622, as the place to return the Fraudulent Deed after recording;
- C. The Transmittal Sheet listed the Purchase Price / Mortgage Amount as \$0.00.
- D. The Transmittal Sheet identified the Grantee as "Homedebone, LLC".

32. On or about February 5, 2021, Ms. Ward's name was purportedly signed via DocuSign to a Durable Power of Attorney for Financial Management (hereinafter "the purported Power of Attorney") appointing David Litt, of 881 Baxter Drive, Suite 100, South Jordan, Utah, to act as her Attorney-in-Fact (see Exhibit E attached hereto and incorporated herein by reference). As alleged above, on information and belief, Mr. Litt is a resident of Illinois, not Utah.

33. On information and belief, the purported Power of Attorney was prepared by Mr. Litt or others at his direction. The purported Power of Attorney shows Ms. Ward's address as the Home, which is the identical property that Homedebone, LLC, through the

acts of Defendants Litt, Alagna, Parker, Chicago Title and/or CLAS, had already attempted to transfer to Homedebone, LLC.

34. Ms. Ward allegedly DocuSigned the purported Power of Attorney in the City of Myrtle Beach, South Carolina, although the Illinois notary public and witness, Ms. Alagna, signed it in Bloomingdale, Illinois and the second witness, Alex Gospodarek, allegedly DocuSigned signed it from yet another address in Bloomingdale, Illinois. (See excerpt at Fig. 4 from Exhibit E.) Ms. Alagna is the same notary public who purported to notarize Ms. Ward's alleged DocuSign signature on the Fraudulent Deed.

SIGNED, SEALED, AND DELIVERED in the presence of:		
Witness: <u>AlexGospodarek</u> (Sign) DocuSigned by: AlexGospodarek		
Witness Name: <u>Alex Gospodarek</u> Address: <u>272 Lake Shore Lane</u> <u>Bloomingdale IL 60108</u>		
Witness: <u>[Signature]</u> (Sign) Witness Name: <u>[Signature]</u> Address: <u>[Signature]</u> <u>Bloomingdale, IL 60108</u>		
	DocuSigned by: <u>[Signature]</u> Gloria Ormand Ward (Principal)	

Fig. 4. Witness, Notary and Principal signatures on the purported Power of Attorney.

35. On information and belief, on February 8, 2021, Mr. Litt emailed Ms. Ward and instructed her to give Mr. Litt permission to communicate with Luther O. "Mac" McCutchen, IV, Esquire, the attorney for the HOA, and to "share the details of the foreclosure ..." (see Exhibit F attached hereto and incorporated herein by reference).

36. Ms. Ward complied with Mr. Litt's instructions and replied to that email saying "Please provide complete access to David Litt" on February 8, 2021, at 1:12 p.m. (See Fig. 5 from Exhibit F). She continued to occupy the Home as her residence during this time, believing that she owned her Home.

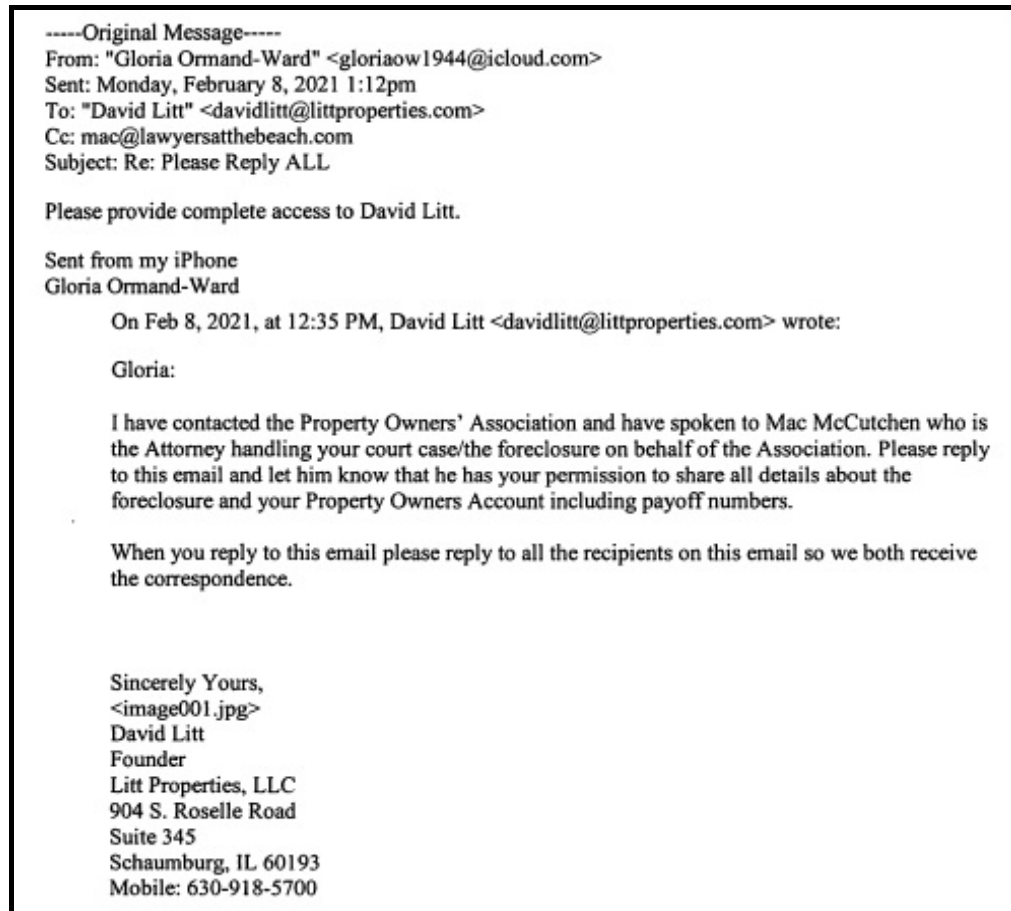


Fig. 5. Litt email instructing Ms. Ward to give him access to her HOA account.

37. On information and belief, at least one of the Defendants paid the HOA lien filed against the Home. The HOA lien was released, the Lis Pendens was canceled and the foreclosure action was dismissed on February 22, 2021.

38. On April 5, 2021, Defendant Homedebone, LLC, by its Manager, Mr. Litt, for and in consideration of the sum of \$260,000.00, conveyed the Home to Defendant Pereira Partners, LLC, by deed recorded with the Horry County Register of Deeds in Deed Book 4406 at Page 1685 (see Exhibit G attached hereto and incorporated herein by reference) (hereinafter the "Pereira Deed").

39. On or about April 5, 2021, Defendant Pereira Partners, LLC, by its Authorized Signer, John Newman, signed and delivered a Mortgage, Assignment of Rents, and Security Instrument in the principal amount of \$275,000.00 in favor of RCN Capital, LLC, a Connecticut limited liability company, and caused the same to be recorded with the Horry County Register of Deeds on April 7, 2021 in Mortgage Book 6367, at Page 2554 (see Exhibit H attached hereto and incorporated herein by reference).

40. According to the Contractor's Notice of Project Commencement prepared by Defendant NB Labor, LLC d/b/a Newman Brothers General Contractors and signed by Defendant John Newman, and recorded with the Horry County Register of Deeds in Lien Book 276 at Page 1250 on May 5, 2021, Defendants Pereira Partners, LLC and NB Labor, LLC used the same address (see Exhibit H at p. 17).

41. Shortly after the recording of the Pereira Deed described above, and on information and belief, with no advance notice to Ms. Ward, and while Ms. Ward was absent from her home and staying at a nearby hotel, Defendant Pereira Partners LLC and/or Defendant NB Labor, LLC d/b/a Newman Brothers and/or Defendant John Newman ousted Ms. Ward by taking possession of the Home, changing the locks, and on information and belief, removing all of Ms. Ward's possessions and personal property from the Home without her permission or consent.

42. On April 12, 2021, RCN Capital, LLC assigned, transferred and conveyed its interest in the Home to Toorak Capital Partners, LLC. The Assignment was recorded with the Horry County Register of Deeds in Deed Book 6392 at Page 2672 on May 24, 2021 (see Exhibit I attached hereto and incorporated herein by reference.)

43. On July 14, 2021 in Deed Book 4442 at Page 982, the Fraudulent Deed was “re-recorded to correct scrivener’s error” with the Horry County Register of Deeds (see Exhibit J attached hereto and incorporated herein by reference). References to the Home being located in North Carolina were changed to South Carolina; the notary acknowledgment blocks were changed to indicate the notary was located in the State of Illinois, County of Cook.

44. The re-recorded Fraudulent Deed is null and void because on the date it was recorded, i.e., July 14, 2021, Ms. Ward was no longer the purported Grantor and Homedebone, LLC was no longer the purported Grantee. By July 14, 2021, the Home had been illegally transferred to Pereira Partners, LLC.

45. On information and belief, at the time of the filing of this action, John Newman had listed the Home for sale and was advertising it in the Multiple Listing Service for an offering price of \$359,900.00 (see Exhibit K attached hereto and incorporated herein by reference).

46. Since the time the locks were changed and Ms. Ward was no longer able to live in the Home, she became homeless.

47. Ms. Ward spent several weeks at the Hampton Inn in North Myrtle Beach, South Carolina while she was displaced from the Home, incurring expenses for meals and housing.

48. After Ms. Ward was ejected from the Hampton Inn, she lived at a homeless shelter, followed by living in her vehicle, and, eventually, when her health and mental status declined, she was hospitalized at the Grand Strand Regional Medical Center (“the Hospital”), from June 20, 2021 and October 1, 2021, incurring medical bills in excess of \$1 million.

49. The Hospital and the Guardian and Conservator made arrangements for Ms. Ward to be moved to the Marion Senior Center, a long-term nursing home, in October, 2021.

50. Ms. Ward has suffered, and continues to suffer, severe emotional, medical and financial harms and injuries as a direct and proximate result of the recording of the Fraudulent Deed, her ouster from her Home, and the subsequent sale of the Home, which rendered her homeless.

FOR A FIRST CAUSE OF ACTION

Fraud

As to Defendants Litt, Homedebone, LLC
Alagna and Parker

51. Plaintiff incorporates the allegations of Paragraphs 1-50 of the Amended Complaint as if they were repeated verbatim.

52. The Defendants Litt, Homedebone, LLC, Alagna and/or Parker fraudulently electronically signed Ms. Ward’s name to the Fraudulent Deed which conveyed the Home to Homedebone, LLC.

53. Ms. Ward did not consent, give permission, or have the capacity to understand the legal significance to her name being electronically affixed to the Fraudulent Deed.

54. Defendants Alagna and Parker fraudulently stated that they witnessed Ms. Ward sign the Fraudulent Deed in their presence.

55. Defendant Alagna fraudulently acknowledged that Ms. Ward personally appeared before her on February 4, 2021 and that Ms. Ward acknowledged to her the execution of the Fraudulent Deed.

56. Defendants electronically filed the Fraudulent Deed with the Horry County Register of Deeds.

57. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to have the Fraudulent Deed, as well as the Pereira Deed, set aside and declared null and void *ab initio* and that she is entitled to a judgment against Defendants Homedebone, LLC, Alagna and Parker, jointly and severally, for actual, compensatory, consequential, special and punitive damages to be determined by a jury.

FOR A SECOND CAUSE OF ACTION

Fraudulent Misrepresentation

As to Defendants Homedebone, LLC, Alagna and Parker

58. Plaintiff incorporates the allegations of Paragraphs 1-57 of the Amended Complaint as if they were repeated verbatim.

59. Plaintiff pleads fraudulent misrepresentation as to the Fraudulent Deed and the purported electronic signature of Ms. Ward.

60. If Ms. Ward electronically signed the Fraudulent Deed, it was because of representations made to her by the Defendants Litt, Homedebone, LLC, Alagna and/or Parker that signing the Fraudulent Deed would be in her interest.

61. If Ms. Ward electronically signed the Fraudulent Deed, the representations made to her were false.

62. If Ms. Ward electronically signed the Fraudulent Deed, the representations made to her were material in order to induce her to electronically sign the Fraudulent Deed.

63. If Ms. Ward electronically signed the Fraudulent Deed, the Defendants knew of the falsity of their statements or acted with reckless disregard of their truth or falsity.

64. If Ms. Ward electronically signed the Fraudulent Deed, it was because the Defendants Litt, Homedebone, LLC, Alagna and/or Parker intended that Ms. Ward act on their representations.

65. If Ms. Ward electronically signed the Fraudulent Deed, it was because Ms. Ward was ignorant of the falsity of the representations made to her by Defendants Litt, Homedebone, LLC, Alagna and/or Parker.

66. If Ms. Ward electronically signed the Fraudulent Deed, it was because she relied on the false representations made to her by Defendants Litt, Homedebone, LLC, Alagna and/or Parker.

67. As a direct and proximate result of the Fraudulent Deed being electronically signed and recorded, Ms. Ward has been seriously injured physically, emotionally, and financially.

68. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to judgment against Defendants Litt, Homedebone, LLC, Alagna and Parker, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, to be determined by a jury.

FOR A THIRD CAUSE OF ACTION

Negligence

As to CLAS and Chicago Title

69. Plaintiff incorporates the allegations of Paragraphs 1-68 of the Amended Complaint as if they were repeated verbatim.

70. Defendant CLAS provides title searches, typing services, underwriting support and general assistance in the preparation of title insurance policies and, on information and belief, is in the business of, among other services, verifying the owner of real property, and recording prepared and executed deeds. According to its website, CLAS provides necessary services and experience to Chicago area attorneys who practice real estate law and are licensed title insurance agents for Chicago Title Company.

71. Chicago Title, either directly or through its agents, has been in the title abstracting business for more than 150 years. Among Chicago Title's services are providing "expert title examining," writing title insurance policies, and providing efficient and smooth real estate closing services.

72. On information and belief, Chicago Title is a joint venture partner with co-Defendant, CLAS. Therefore, CLAS's knowledge is imputed to Chicago Title.

73. On information and belief, Defendant CLAS and/or Chicago Title recorded the Fraudulent Deed at the specific request and direction of the Defendants Homedebone, LLC, Litt, Alagna and/or Parker.

74. CLAS and Chicago Title have the duty, with respect to Ms. Ward, specifically, and to the public, in general, to exercise reasonable care not to injure another; not to engage in the unauthorized practice of law or to aid and abet others in the unauthorized practice of law; and to not create an opportunity for wrongful and fraudulent transfers of property by creating a stimulus for wrongdoers to engage in conduct which allows for or condones the fraudulent transfers of title.

75. The Defendants CLAS and Chicago Title have the duty to record deeds with the Horry County Register of Deeds that are in proper and recordable form.

76. The Fraudulent Deed was defective, including, without limitation, the following particulars:

- A. It was purportedly digitally signed, via DocuSign, by the Grantor, Ms. Ward. South Carolina does not recognize that digital signatures on deeds are proper to convey title;
- B. The witnesses claim that Ms. Ward signed the Fraudulent Deed in their presence. In South Carolina, a deed must be executed by a grantor in the presence of two or more credible witnesses. The Fraudulent Deed was not signed by Ms. Ward, digitally or otherwise, in the presence of either Alagna or Parker;
- C. In South Carolina, a limited liability company cannot prepare a deed. The Fraudulent Deed states that it was prepared by Homedebone, LLC, not a South Carolina attorney. This constitutes the unauthorized practice of law;
- D. The Fraudulent Deed states that the Home is located in North Carolina, which it is not;
- E. The Grantor acknowledgment block of the Fraudulent Deed states that Defendant Alagna was a notary public of the State of North Carolina, County of Horry. She is not a commissioned notary public in either North Carolina or South Carolina;
- F. The grantor acknowledgment of the Fraudulent Deed states that the grantor (Ms. Ward) personally appeared before her on the 4th day of February, 2021, which is false;
- G. The derivation clause in the Fraudulent Deed is incorrect;
- H. Homedebone, LLC, the grantee in the Fraudulent Deed, was terminated by the Secretary of State of the State of Utah on July 21, 2020, and did not exist at the time of the purported transfer of the Home from Ms. Ward to Homedebone, LLC. (See attached Exhibit L incorporated herein by reference.)
- I. The stated consideration of \$100.00 was totally inadequate for the purported sale of the Home.

77. The re-recorded Deed correcting a purported “scrivener’s error” does not cure the defects contained in the Fraudulent Deed.

78. CLAS and Chicago Title breached their duty in the following particulars:

- A. They engaged in the unauthorized practice of law by causing the Fraudulent Deed to be recorded, which directly and proximately harmed Ms. Ward;
- B. They aided and abetted Homedebone, LLC in the unauthorized practice of law by recording the Fraudulent Deed;
- C. They recorded a deed which violated South Carolina statutes regarding the recording of deeds;
- D. They recorded a deed which was defective on its face;
- E. They willingly allowed themselves to be a conduit for the filing of the Fraudulent Deed, via their e-recording services, which Litt, Homedebone, LLC, Alagna, and/or Parker would not have been able to access on their own.
- F. They failed to exercise the duty of inquiry into the circumstances surrounding the preparation and request for recording the Fraudulent Deed; and
- G. They failed to exercise due care in the recording of the Fraudulent Deed.

79. Chicago Title, as the joint venture partner of CLAS, is vicariously liable for the negligent, grossly negligent, willful, wanton and/or reckless conduct of CLAS.

80. Defendants CLAS and Chicago Title acted negligently, grossly negligently, and recklessly in recording the Fraudulent Deed.

81. As a direct and proximate cause of the recording of the Fraudulent Deed by Defendants CLAS and Chicago Title, Ms. Ward has suffered physical, emotional and financial damages as a result of the recording of the Fraudulent Deed, of being dispossessed from her Home and made homeless. Ms. Ward, by and through her as Guardian and Conservator, is informed and believes that she is entitled to judgment for her

actual, compensatory, consequential, special and punitive damages to be determined by a jury.

FOR A FOURTH CAUSE OF ACTION
For Declaratory Judgment to Set Aside the Fraudulent Deed
And to Quiet Title As to All Defendants

82. Plaintiff incorporates the allegations of Paragraphs 1-81 of the Amended Complaint as if they were repeated verbatim.

83. Ms. Ward was the owner of the Home before it was purportedly conveyed to Homedebone, LLC by the Fraudulent Deed on February 4, 2021 (recorded February 18, 2021), and then later flipped to Pereira Partners, LLC in April, 2021.

84. Ms. Ward, by and through her Guardian and Conservator, claims that the Fraudulent Deed to the Home is null and void *ab initio* and is of no legal effect because of the following:

- A. Ms. Ward did not sign the Fraudulent Deed by means of an electronic/digital signature or otherwise;
- B. In the alternative, if Ms. Ward did sign the Fraudulent Deed by means of an electronic/digital signature, she did so as a result of the misrepresentations and fraud committed by the Defendants Homedebone, Litt, Alagna and/or Parker;
- C. In the alternative, if Ms. Ward did sign the Fraudulent Deed by means of an electronic/digital signature, she did not have the capacity to understand and comprehend what she was signing;
- D. At the time the Fraudulent Deed was allegedly electronically or digitally signed and filed with the Horry County Register of Deeds, South Carolina did not and does not permit deeds to be electronically or digitally signed;
- E. In the event the Fraudulent Deed was electronically or digitally signed by Ms. Ward, the Fraudulent Deed was not signed in the presence of two or more credible witnesses as required by S.C. Code Ann. § 27-7-10;

F. The Fraudulent Deed was prepared by someone other than a licensed attorney in South Carolina; and

G. The Fraudulent Deed is not supported by adequate consideration.

85. The Plaintiff submits that none of the Defendants has any right, title or interest to the Home.

86. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to an Order of this Court quieting the title to the subject property in Ms. Ward's favor declaring the Fraudulent Deed to be null and void *ab initio*, and that any transfers subsequent to the Fraudulent Deed are accordingly declared null and void, and that none of the Defendants has any right, title or interest to the Home, and directing that Horry County Register of Deeds correct its records accordingly.

AS A FIFTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

As to Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna
Chris Parker, Chicago Title and CLAS

87. Plaintiff incorporates the allegations of Paragraphs 1-86 of the Amended Complaint as if they were repeated verbatim.

88. The Defendants Homedebone, LLC, Mr. Litt, Ms. Alagna, Mr. Parker, Chicago Title and CLAS, jointly and severally, intentionally inflicted severe emotional distress and economic loss on Ms. Ward.

89. These Defendants' conduct was so extreme and outrageous as to exceed all possible bounds of decency and must be regarded as atrocious and utterly intolerable in a civilized community.

90. As the direct and proximate result of these Defendants' intentional acts, as recited herein above, Ms. Ward, who is 77 years of age, became homeless and unable to

take care of her activities of daily living; and became so distressed that her mind and body deteriorated, resulting in her hospitalization and the necessity of the appointment of a Guardian and Conservator.

91. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, David Litt, Rosaria A. Alagna, Chris Parker, Chicago Title and CLAS, jointly and severally for all actual, compensatory, consequential, special and punitive damages, together with all attorneys fees and costs incurred herein.

AS A SIXTH CAUSE OF ACTION
Unfair Trade Practices

As to Homedebone, LLC, Litt, Alagna, Parker, Chicago Title and CLAS

92. Plaintiff incorporates the allegations of Paragraphs 1-91 of the Amended Complaint as if they were repeated verbatim.

93. The Defendants engaged in an unlawful trade practice when they prepared the Fraudulent Deed, caused an electronic signature to be affixed to the Fraudulent Deed, and caused or recorded the Fraudulent Deed.

94. Ms. Ward suffered actual damages as a result of the Defendants' actions.

95. The unlawful trade practice had an adverse impact on the public interest and is capable of repetition.

96. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, David Litt, Rosaria A. Alagna, Chicago Title and CLAS, jointly and severally for all actual, compensatory, consequential, special and treble damages, together with all attorneys fees and costs incurred herein.

AS A SEVENTH CAUSE OF ACTION**Wrongful Eviction**

As to Defendants Litt, Homedebone, LLC, Pereira Partners, LLC,
NB Labor, LLC and John Newman

97. Plaintiff incorporates the allegations of Paragraphs 1-96 of the Amended Complaint as if they were repeated verbatim.

98. Prior to the events complained above, Ms. Ward was in peaceable possession of the Home for 23 years.

99. After obtaining what was clearly a questionable Deed from Homedebone, LLC (the previously described Fraudulent Deed), Defendant Pereira Partners, LLC, took possession of the Home and with no notice or due process, evicted Ms. Ward from the Home in which she had lived since 1999.

100. Defendants NB Labor, LLC, d/b/a Newman Brothers General Contractors and John Newman, principal in both NB Labor, LLC and Pereira Partners, LLC, participated in the wrongful eviction by entering the Home, changing the locks, ousting Ms. Ward, and removing all of her cherished personal property from the Home.

101. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, Pereira Partners, LLC, NB Labor, LLC and John Newman, jointly and severally, for all actual, compensatory, consequential, special and punitive damages, together with all attorneys fees and costs incurred herein.

AS AN EIGHTH CAUSE OF ACTION**Disseizement**

As to Defendants Litt, Homedebone, LLC, Pereira Partners, LLC,
NB Labor, LLC and John Newman

102. Plaintiff incorporates the allegations of Paragraphs 1-101 of the Amended Complaint as if they were repeated verbatim.

103. The Defendants Pereira Partners, LLC; NB Labor, LLC, d/b/a Newman Brothers General Contractors and John Newman entered the Home, and forcibly put out or disseized Ms. Ward of the Home in order to defraud and take away the right of Ms. Ward to her peaceful possession of the Home.

104. As a result of these Defendants' actions, Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, Pereira Partners, LLC, NB Labor, LLC and John Newman, jointly and severally, for all actual, compensatory, consequential, special and treble damages, including all attorneys fees and costs, pursuant to S.C. Code Ann. § 15-67-420 and asks this Court to reseize Ms. Ward of her Home, and that she be put in full possession of her Home, as allowed by S.C. Code Ann. § 15-67-460.

FOR A NINTH CAUSE OF ACTION

Slander of Title

As to Defendants Litt, Homedebone, LLC, CLAS, Chicago Title,
Pereira Partners, LLC,
NB Labor, LLC and John Newman

105 Plaintiff reasserts the allegations of paragraphs 1-104 above as fully as if set forth herein.

106. The Defendants have caused to be recorded various documents including two deeds and a mortgage to be filed against the Home, all of which constitute slander of title and the Plaintiff should be awarded resulting damages to be fully proved at the time of trial.

107. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment David Litt, Homedebone, LLC, Chicago Title, CLAS, Pereira Partners, LLC and John Newman, jointly and severally, for all actual, compensatory,

consequential, special and punitive damages, together with all attorneys fees and costs incurred herein.

FOR A TENTH CAUSE OF ACTION

Unjust Enrichment

As to Defendants Litt and Homedebone, LLC

108. Plaintiff reasserts the allegations of paragraphs 1-107 above as fully as if set forth herein.

109. Defendants Litt and Homedebone, LLC have been unjustly enriched through their actions described above.

110. Ms. Ward has suffered emotionally, physically and financially as a result of the actions of these Defendants who profited at Ms. Ward's expense.

111. It is against equity and good conscience to permit the Defendants to retain the Home and/or the profits from conveying the Home.

112. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to all proceeds made on the sale of the Home at the expense of Ms. Ward.

FOR AN ELEVENTH CAUSE OF ACTION

Conversion

As to Defendants Litt, Homedebone, LLC, Alagna, Parker, Pereira Partners, LLC, NB Labor, LLC, and John Newman

113. Plaintiff reasserts the allegations of paragraphs 1-112 above as fully as if set forth herein.

114. After closing on the Home and obtaining the Pereira Deed, Defendants NB Labor, LLC, Pereira Partners, LLC and/or John Newman enter the Home and removed all of Ms. Ward's cherished personal belongings.

115. The taking of the personal property from Ms. Ward's Home constitutes conversion.

116. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against Homedebone, LLC, David Litt, Rosaria A. Alagna, Chris Parker, Pereira Partners, LLC, NB Labor, LLC and John Newman, jointly and severally, for all actual, compensatory, consequential, special and punitive damages, together with all attorneys fees and costs incurred herein.

FOR A TWELFTH CAUSE OF ACTION

Civil Conspiracy

As to Defendants Litt, Homedebone, LLC, Alagna, Parker, CLAS,
Chicago Title, Pereira Partners, LLC, NB Labor, LLC, and John Newman

117. Plaintiff reasserts the allegations of paragraphs 1-116 above as fully as if set forth herein.

118. Defendants Litt, Homedebone, LLC, Alagna, Parker, CLAS, Chicago Title, Pereira Partners, LLC, NB Labor, LLC, and/or John Newman, in violation of their duties and authority, as more fully set forth above, conspired and joined forces, with a meeting of two or more of their collective minds, for the express, unlawful purpose of harming Ms. Ward.

119. As a direct and proximate result of these Defendants' negligent, careless, reckless, malevolent and intentional acts, jointly and/or severally, as recited hereinabove, Ms. Ward, who was 77 years old at the time of the recording of the Fraudulent Deed, has suffered and continues to suffer mental and emotional distress, anxiety, and has been made homeless.

119. Ms. Ward, by and through her Guardian and Conservator, is informed and believes that she is entitled to judgment against the Defendants Litt, Homedebone, LLC, Alagna, Parker, CLAS, Chicago Title, Pereira Partners, LLC, NB Labor, LLC and/or John Newman, jointly and/or severally, for her actual, compensatory, special and punitive damages to be determined by a jury.

WHEREFORE, having set forth her Complaint against the above-named Defendants, the Plaintiff, Gloria Ormand-Ward, by and through her Guardian and Conservator, respectfully prays as follows:

- A. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for fraud, against Defendants Homedebone, LLC, Rosaria Alagna a/k/a Rose Alagna, and Chris Parker, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law;
- B. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for fraudulent misrepresentation, against Defendants Homedebone, LLC, Rosaria Alagna a/k/a Rose Alagna, and Chris Parker, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law;
- C. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for negligence against Defendant Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law as a result of their negligent, grossly negligent, reckless and intentional misconduct;
- D. For a declaratory judgment on behalf of Ms. Ward, by and through her Guardian and Conservator, setting aside the Fraudulent Deed and the Pereira Deed, and declaring the same to be null and void *ab initio*, and an Order quieting title to the Home in Ms. Ward's favor stating that none of the Defendants has any right, title or interest to the Home;
- E. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for intentional infliction of emotional distress against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris

Parker, Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law;

- F. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for unfair trade practices against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and treble damages, together with pre- and post-judgment interest as provided by law;
- G. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for disseizement against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and treble damages, together with pre- and post-judgment interest as provided by law and for an order that Ms. Ward be reseized with her land and tenements;
- H. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for slander of title against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, Chicago Land Agency Services, Inc. and Chicago Title Insurance Company, jointly and severally, for her actual, compensatory, consequential, special and treble damages, together with pre- and post-judgment interest as provided by law;
- I. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for unjust enrichment against Defendants Homedebone, LLC and David Litt, jointly and severally, for an amount to be determined, together with pre-and post-judgment interest as provided by law;
- J. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for conversion against Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, NB Labor, LLC, Pereira Partners, LLC and John Newman, jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law;
- K. For a judgment on behalf of Ms. Ward, by and through her Guardian and Conservator for civil conspiracy against Defendants David Litt, Homedebone, LLC, Rosaria A. Alagna a/k/a Rose Alagna, Chris Parker, Chicago Land Agency Services, Inc., Chicago Title Insurance Company, NB Labor, LLC, Pereira Partners, LLC and John Newman, jointly and severally, for her

actual, compensatory, special and punitive damages, together with pre- and post-judgment interest as provided by law;

- L. For attorney fees, costs and disbursements incurred in bringing and maintaining this action; and,
- M. For such other and further relief as this Honorable Court may deem necessary, just and proper.

Respectfully submitted,

LAW OFFICES OF JOHN M. LEITER, PA

/s/ John M. Leiter

John M. Leiter (SC Bar #3187)
405 79th Avenue North, Suite B
Myrtle Beach, SC 29572
(843) 449-1451/ email: jleiter@48th.com
Attorney for Plaintiff

Myrtle Beach, South Carolina
March 30, 2022

EXHIBIT A

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) **QUIT-CLAIM DEED**
(Prepared Without Examination of Title)

KNOW ALL MEN BY THESE PRESENTS, that I, **JAY M. BULTZ**, as **CONSERVATOR** for **RUTH M. WARD** (Probate Case No.: 2005-GC-26-0010 – Fiduciary Letter recorded at the Horry County Register of Deeds on May 24, 2005 in Book 2915 at Page 0386), for and in consideration of the sum of Five and 00/100ths (\$5.00) Dollars and other good and valuable consideration, paid to me by **GLORIA WARD-GOODE**, in the State aforesaid (receipt of which is hereby acknowledged), have granted, bargained, quit-claimed and released, and by these presents do grant, bargain, quit-claim and release unto the said **GLORIA WARD-GOODE**, her heirs and assigns forever, all my right title and interest in and to the following described property, to-wit:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as **Lot 63** on that certain plat prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners & Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990, in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This is the identical property conveyed to Ruth M. Ward and Gloria Ward-Goode herein by Deed of Patricia A. Ward dated June 3, 1999 and recorded June 4, 1999 in Deed Book 2151 at Page 1365, Horry County records.

TMS #165-12-03-068.

Address: 682 Providence Drive
Myrtle Beach, SC 29577

Instrument#: 2012000106023, DEED BK:
3607 PG: 1247 DOCTYPE: 001 09/14/2012
at 02:52:43 PM, 1 OF 4, EXEMPT,
BALLERY V. SKIPPER, HORRY COUNTY,
SC REGISTRAR OF DEEDS

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

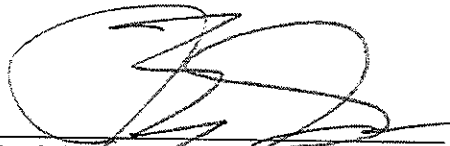
TO HAVE AND TO HOLD all and singular all my right, title and interest in and to the premises before mentioned unto the said GLORIA WARD-GOODE, her heirs and assigns forever.

WITNESS the execution hereby by Grantor this 14th day of September, 2012 in the year of our Lord Two Thousand and Twelve and in the Two Hundred Thirty-Sixth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Diana J. Smerechniak

Barbara M. Bultz


Jay M. Bultz, as Conservator for
Ruth M. Ward

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT
(Under S.C. Code § 30-5-30(C))

I, Diana L. Smerechniak a Notary Public for South Carolina, do hereby certify
that **Jay M. Bultz** personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

WITNESS my hand and official seal this 14th day of September, 2012.

Diana L. Smerechniak (L.S.)
Notary Public for South Carolina
My Commission Expires: 4/7/21

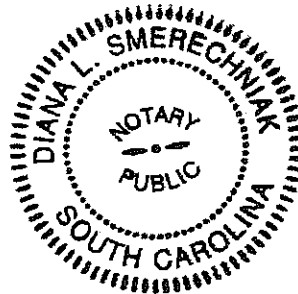


EXHIBIT B

File Number: 11762474

LLC
Certificate of Organization
OF
Homedebone, LLC

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be Homedebone, LLC

Article II

The purpose or purposes for which the company is organized is to engage in:
Real Estate speculation

The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)

UTAH COMMERCIAL REGISTERED AGENT LLC
881 Baxter Drive Suite 100
South Jordan, UT, 84095



State of Utah
Department of Commerce
Division of Corporations & Commercial Code

This certifies that this registration has been filed and approved on 5, May 2020 in the office of the Division and hereby issues this Certification thereof.

A handwritten signature in black ink, appearing to read "Jason Sterzer".

JASON STERZER
Division Director

Article IV

Name, Street address & Signature of all members/managers

Member #1

Rosa Alagna

904 S Roselle Rd Ste 345

Schaumburg, IL 60193

Rosa Alagna

Signature

DATED 5 May, 2020.

Article V

Management statement

This limited liability company will be managed by its Members

Article VI

Records required to be kept at the principal office include, but are not limited to the following:

Article VI.1

A current list in alphabetical order of the full name and address of each member and each manager.

Article VI.2

A copy of the stamped certificate of Organization and all *certificates of amendments thereto*.

Article VI.3

Copies of all tax returns and financial statements of the company for the three most recent years.

Article VI.4

A copy of the company's operating agreement and minutes of each meeting of members.

Article VII

The street address of the principal place of business is:

881 Baxter Drive Suite 100

South Jordan, UT 84095

Article VIII

The duration of the company shall be Perpetual

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

EXHIBIT C



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only
WY Secretary of State
FILED: Mar 5 2021 4:45PM
Original ID: 2021-000986274

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

Limited Liability Company Articles of Organization

- I. The name of the limited liability company is:
Pereira Partners LLC
- II. The name and physical address of the registered agent of the limited liability company is:
Registered Agents Inc.
30 N Gould St Ste R
Sheridan, WY 82801
- III. The mailing address of the limited liability company is:
30 N Gould St
Ste R
Sheridan, WY 82801
- IV. The principal office address of the limited liability company is:
30 N Gould St
Ste R
Sheridan, WY 82801
- V. The organizer of the limited liability company is:
Registered Agents Inc.
30 N Gould St Ste R, Sheridan, WY 82801

Signature: Riley Park Date: 03/05/2021
Print Name: Riley Park
Title: Authorized individual
Email: reports@registeredagentsinc.com
Daytime Phone #: (307) 200-2803



ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

- (i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;
- (ii) Makes any materially false, fictitious or fraudulent statement or representation; or
- (iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

Filer is: ☐ An Individual ☒ An Organization

The Wyoming Secretary of State requires a natural person to sign on behalf of a business entity acting as an incorporator, organizer, or partner. The following individual is signing on behalf of all Organizers, Incorporators, or Partners.

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.

Signature: Riley Park Date: 03/05/2021
Print Name: Riley Park
Title: Authorized individual
Email: reports@registeredagentsinc.com
Daytime Phone #: (307) 200-2803



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

Consent to Appointment by Registered Agent

Registered Agents Inc., whose registered office is located at **30 N Gould St Ste R, Sheridan, WY 82801**, voluntarily consented to serve as the registered agent for **Pereira Partners LLC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: **Riley Park** Date: **03/05/2021**
Print Name: **Riley Park**
Title: **Authorized individual**
Email: **reports@registeredagentsinc.com**
Daytime Phone #: **(307) 200-2803**

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

Pereira Partners LLC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **5th** day of **March, 2021** at **4:45 PM**.

Remainder intentionally left blank.



Filed Date: 03/05/2021

Edward A. Buchanan
Secretary of State

Filed Online By:

Riley Park

on 03/05/2021

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT D

Warranty Deed

Mail after recording to Homedebone LLC, 881 W Baxter Drive, Suite 100, South Jordan, UT 84095

Tax parcel ID: 395-13-03-0053

This instrument prepared by Homedebone LLC 881 W Baxter Drive, Suite 100, South Jordan, UT 84095

Brief description for the index:

THIS DEED made this 4th day of February, 2021, by and between

GRANTOR

Gloria Ormand Ward, not married, of 682
Providence Dr, Myrtle Beach, SC 29572,
USA

GRANTEE

Homedebone LLC, a Utah limited liability
company whose tax mailing address is 881 W
Baxter Drive, Suite 100, South Jordan, UT
84095

The collective designations of Grantor and Grantee as used within this document will include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

IN WITNESS WHEREOF, the said Grantors, for and in consideration of the sum of \$100.00 dollars and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these presents do remise and release, with general warranty covenants, unto the Grantee as the sole tenant, and his heirs and assigns all right, title, claim, and interest of the said Grantors in and to a certain tract or parcel

of land lying and being in the County of Horry, and State of North Carolina, in Dogwood Neck Township, and more particularly described as follows:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990, in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This is the identical property conveyed to the Grantor herein by Deed of Francisco J. Rey and Clara C. Rey dated December 1, 1995 and recorded December 1, 1995 in Deed Book 1835 at Page 711, Horry County Records.

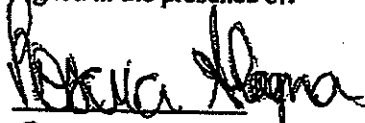
DocuSign Envelope ID: 856FB2B5-1FAB-4176-BCFB-36A947B12531

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed in the presence of:



Signature



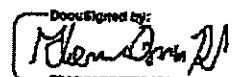
Name



Signature



Name

DocuSigned by:

Gloria Ormand Ward

DocuSign Envelope ID: 855FB2B5-1FA8-4178-BCFB-38A847B12531

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I, Rosaria Alagna, a Notary Public of the aforesaid County and State, certify that Gloria Ormand Ward, the Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 4th day of February, 2021.

My commission expires: 10/7/2024

Notary Public Rosaria Alagna



STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 682 PROVIDENCE DRIVE, MYRTLE BEACH, SC 29578, was transferred on 2/4/2021 by GLORIA JIMENA WARD to HOMEDERBONE, LLC
3. Check one of the following: The deed is
 - (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ exempt from the deed recording fee because (See Information section of affidavit); #8 FROM SECTION 12-24-70

(If exempt, please skip items 4 – 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- (b) ☐ The fee is computed on the fair market value of the realty which is _____
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

Official Seal
Rosaria A. Alagna
Notary Public State of Illinois
My Commission Expires 10/07/2024

5. Check Yes ☐ or No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from Line 6(a) and place result here: _____

Official Seal
Rosaria A. Alagna
Notary Public State of Illinois
My Commission Expires 10/07/2024

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Manager of LLC

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 9th day of February year of 2021

Rosaria Alagna
Notary Public Signature

My Commission Expires: 10/07/2024

Responsible Person Connected w/Transaction (Signature)

DAVID LATT

Responsible Person Connected w/Transaction (Printed)

ROSARIA ALAGNA
Notary Public Printed Name

Horry REGISTER OF DEEDS

TRANSMITTAL SHEET

TO BE FILED WITH EACH INSTRUMENT PRESENTED FOR RECORDING.
Horry REGISTER OF DEEDS.

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: 04/21/2021

DOCUMENT SHALL BE RETURNED TO:

Name: Chicago Land Agency Services Inc.

Address: 1279 N Milwaukee Ave 310, Chicago, IL 60622

TELEPHONE NUMBER:

FAX NUMBER:

E_MAIL ADDRESS:

RELATED DOCUMENT(S): LIST THE PREVIOUS BOOK AND PAGE NUMBER(S) THIS DOCUMENT PERTAINS TO IF APPLICABLE:

THIS INFORMATION MUST ALSO APPEAR CONSPICUOUSLY ON THE FIRST PAGE OF ALL SUBSEQUENT DOCUMENTS.

Book: 1835, Page: 711,

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 0.00

BRIEF PROPERTY DESCRIPTION: PROVIDENCE PARK: LOT 63 AT ANTIGUA

Parcel Tax ID: 395-13-03-0053 395-13-03-0053

LIST **ALL PARTIES TO BE INDEXED** IN THIS TRANSACTION: **ALL NAMES ARE TO BE BOLDED, UNDERLINED, CAPITALIZED**

GRANTOR / MORTGAGOR / OBLIGOR / MAKER(FROM WHO):

LAST NAME

FIRST NAME

MIDDLE NAME

WARD

GLORIA

ORMAND

FULL BUSINESS NAME

GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):

LAST NAME

FIRST NAME

MIDDLE NAME

FULL BUSINESS NAME

HOMEDEBONE LLC

EXHIBIT E

DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT

WARNING TO PERSON EXECUTING THIS DOCUMENT - THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE SHOULD YOU BECOME DISABLED OR INCOMPETENT

CAUTION: This is an important legal document and upon proper execution will create a Durable Power of Attorney. This gives the person whom you designate as your Attorney-in-fact broad powers to handle your property during your lifetime, which may include powers to mortgage, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you.

These powers will continue to exist even if you become disabled or incompetent. You do have the right to terminate or revoke the Power of Attorney and any or all powers granted within at any time up to the point of your incapacity.

This document does not authorize anyone to make medical or other health care decisions. You may execute a health care proxy (also known as a health care or medical power of attorney) to do this.

If there is anything about this document that you do not understand, you should ask a lawyer to explain it to you.

THIS DURABLE POWER OF ATTORNEY for financial management is given by me, Gloria Ormand Ward (the "Principal"), presently of 682 Providence Drive, Myrtle Beach, in the State of South Carolina, on this 5th day of February, 2021.

Nature of Power

1. THIS IS A DURABLE POWER OF ATTORNEY and the authority of my Attorney-in-fact shall not terminate if I become disabled or incapacitated.

Previous Power of Attorney

2. I REVOKE any previous durable power of attorney granted by me.

Attorney-in-fact

3. I APPOINT David Litt, of 881 Baxter Drive, Suite 100, South Jordan, Utah, to act as my Attorney-in-fact. **Governing**

Law

4. This document will be governed by the laws of the State of South Carolina. Further, my Attorney-in-fact is directed to act in accordance with the laws of the State of South Carolina at any time he or she may be acting on my behalf.

Liability of Attorney-in-fact

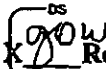
5. My Attorney-in-fact will not be liable to me, my estate, my heirs, successors or assigns for any action taken or not taken under this document, except for willful misconduct or gross negligence.

Effective Date

6. This Power of Attorney will start immediately and will continue notwithstanding a finding of my mental incapacity or mental infirmity which may occur after my execution of this Power of Attorney.

Powers of Attorney-in-fact

7. My Attorney-in-fact will have the following power(s): Initials

 **Real Estate Transactions**

- a. To deal with any interest I may have in real property and sign all documents on my behalf concerning my interest, including, but not limited to, real property I may subsequently acquire or receive. These powers include, but are not limited to, the ability to:
- i. Purchase, sell, exchange, accept as gift, place as security on loans, convey with or without covenants, rent, collect rent, sue for and receive rents, eject and remove tenants or other persons, to pay or contest taxes or assessments, control any legal claim in favor of or against me, partition or consent to partitioning, mortgage, charge, lease, surrender, manage or otherwise deal with real estate and any interest therein; and

- ii. Execute and deliver deeds, transfers, mortgages, charges, leases, assignments, surrenders, releases and other instruments required for any such purpose.

^{DS}
X *gow*

Maintain Property and Make Investments

- b. To retain any assets owned by me at the date this Durable Power of Attorney becomes effective, and the power to reinvest those assets in similar investments. In addition, my Attorney-in-fact may invest my assets in any new investments, of his or her choosing, regardless of whether or not they are authorized by any applicable legislation.

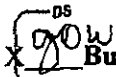
^{DS}
X *gow*

Banking Transactions

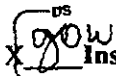
- c. To do any act that I can do through an Attorney-in-fact with a bank or other financial institution. This power includes, but is not limited to, the power to:
 - i. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions;
 - ii. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity;
 - iii. Borrow money from any banking or financial institution if deemed necessary by my Attorney-in-fact, and to manage all aspects of the loan process, including the placement of security and the negotiation of terms;
 - iv. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities;
 - v. Have access to any safe deposit box that I might own, including its contents; and
 - vi. Create and deliver any financial statements necessary to or from any bank or financial institution.

Power of Attorney

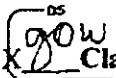
Page 4 of 8

**Business Operating Transactions**

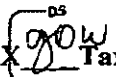
- d. To take any action my Attorney-in-fact deems necessary with any business that I may own or have an interest in by doing any act which can be done through an Attorney-in-fact. This power includes, but is not limited to, the power to execute, seal and deliver any instrument; participate in any legal business of any kind; execute partnership agreements and amendments; to incorporate, reorganize, consolidate, merge, sell, or dissolve any business; to elect or employ officers, directors and agents; and to exercise voting rights with respect to any stock I may own, either in person or by proxy.

**Insurance Transactions**

- e. To do any act that I can do through an Attorney-in-fact with any insurance policy. This power includes, but is not limited to, the power to pay premiums, start, modify or terminate policies, manage all cash payouts, borrow from insurers and third parties using insurance policies as collateral, and to change the beneficiaries on any insurance policies on my life. Unless my Attorney-in-fact was already a beneficiary of any policy before the signing of this document, my Attorney-in-fact cannot name himself or herself as a beneficiary of such policy.

**Claims and Litigation Matters**

- f. To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me. This power includes, but is not limited to, the power to: appear on my behalf, and the power to settle any claim against me in whichever forum or manner my Attorney-in-fact deems prudent, and to receive or pay any resulting settlement.

**Tax Matters**

- g. To act for me in all matters that affect my local, state and federal taxes and to prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authority to:
- i. Prepare, sign and file income and other tax returns with federal, state, local and other governmental bodies, and to receive any refund checks; and
 - ii. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

Power of Attorney

Page 5 of 8

^{DS}
X gow **Chattel and Goods Transactions**

- h. To purchase, sell or otherwise deal with any type of personal property I may currently or in the future have an interest in. This includes, but is not limited to, the power to purchase, sell, exchange, accept as gift, place as security on loans, rent, lease, to pay or contest taxes or assessments, mortgage or pledge.

^{DS}
X gow **Estate Transactions**

- i. To do any act that I can do through an Attorney-in-fact with regard to all matters that affect any trust, probate estate, conservatorship, or other fund from which I may receive payment as a beneficiary. This power includes the power to disclaim any interest which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Attorney-in-fact cannot disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Attorney-in-fact or my Attorney-in-fact's estate.

^{DS}
X gow **Employ Required Professionals**

- j. To appoint and employ any agents, servants, companions, or other persons, including nurses and other health care professionals for my care and the care of my spouse and dependent children, and accountants, attorneys, clerks, workers and others for the management, preservation and protection of my property and estate, at such compensation and for such length of time as my Attorney-in-fact considers advisable.

Attorney-in-fact Compensation

8. My Attorney-in-fact will receive compensation as per the guidelines governing the compensation for agents or trustees or other such legislated rate in the State of South Carolina in addition to reimbursement of all out of pocket expenses associated with the carrying out my wishes. If no guidelines or usual practices exist for the compensation of an Attorney-in-fact then my Attorney-in-fact will be entitled to reimbursement for all out of pocket expenses associated with the carrying out of my wishes and may pay himself or herself a reasonable amount based on the size of my estate.

Co-owning of Assets and Mixing of Funds

9. My Attorney-in-fact may continue to co-own assets and have any funds owned by him or her mixed with my funds to the same extent that the co-owning of assets and mixing of funds existed before operation of this Power of Attorney.

Power of Attorney

Page 6 of 8

Personal Gain from Managing My Affairs

10. My Attorney-in-fact is allowed to personally gain from any transaction he or she may complete on my behalf if the transaction is completed in good faith and with my Attorney-in-fact believing it is in my best interest.

Delegation of Authority

11. My Attorney-in-fact may delegate any authority granted under this document to a person of his or her choosing. Any delegation must be in writing and state the extent of the power delegated and the period of time in which the delegation will be effective.

Attorney-in-fact Restrictions

12. This Power of Attorney is not subject to any conditions or restrictions other than those noted above.

Notice to Third Parties

13. Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Attorney-in-fact as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the Principal or to the Principal's heirs, assigns, or estate as a result of permitting the Attorney-in-fact to exercise the authority granted by this Power of Attorney up to the point of revocation of this Power of Attorney. Revocation of this Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.

Severability

14. If any part of any provision of this document is ruled invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this document.

Acknowledgment

15. I, **Gloria Ormand Ward**, being the Principal named in this Durable Power of Attorney hereby acknowledge:
- a. I have read and understand the nature and effect of this Durable Power of Attorney;
 - b. I recognize that this document gives my Attorney-in-fact broad powers over my assets, and that these powers will continue past the point of my incapacity;

Power of Attorney

Page 7 of 8

- c. I am of legal age in the State of South Carolina to grant a Durable Power of Attorney; and
- d. I am voluntarily giving this Durable Power of Attorney and recognize that the powers given in this document will become effective as of the date of my incapacity or as specified within.

IN WITNESS WHEREOF I hereunto set my hand and seal at the City of Myrtle Beach in the State of South Carolina, this 5th day of February, 2021.

SIGNED, SEALED, AND DELIVERED
in the presence of:

DocuSigned by:
Witness: Alex Gospodarek (Sign)
Name: Alex Gospodarek
Address: 272 Lake Shore Lane
Bloomington IL 60108

Witness: [Signature] (Sign)
Witness Name: [Signature]
Address: [Signature]
Bloomington, IL 60108

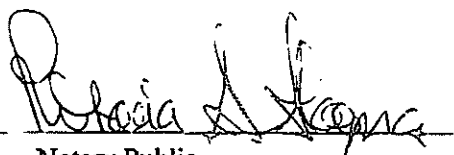
DocuSigned by:
[Signature]
Gloria Ormand Ward (Principal)

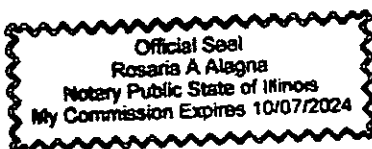
NOTARY ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF Horry

The foregoing instrument was acknowledged before me this 5th day of February, 2021, by Gloria Ormand Ward.


Notary Public



My commission expires: 10/7/2024

EXHIBIT F

-----Original Message-----

From: "Gloria Ormand-Ward" <gloriaow1944@icloud.com>
Sent: Monday, February 8, 2021 1:12pm
To: "David Litt" <davidlitt@littproperties.com>
Cc: mac@lawyersatthebeach.com
Subject: Re: Please Reply ALL

Please provide complete access to David Litt.

Sent from my iPhone
Gloria Ormand-Ward

On Feb 8, 2021, at 12:35 PM, David Litt <davidlitt@littproperties.com> wrote:

Gloria:

I have contacted the Property Owners' Association and have spoken to Mac McCutchen who is the Attorney handling your court case/the foreclosure on behalf of the Association. Please reply to this email and let him know that he has your permission to share all details about the foreclosure and your Property Owners Account including payoff numbers.

When you reply to this email please reply to all the recipients on this email so we both receive the correspondence.

Sincerely Yours,
<image001.jpg>
David Litt
Founder
Litt Properties, LLC
904 S. Roselle Road
Suite 345
Schaumburg, IL 60193
Mobile: 630-918-5700

EXHIBIT G

Prepared By:
Hyman Law Group, P.A.
1208 3rd Avenue
Conway, SC 29576
Phone: 843-248-2024 Fax: 843-248-3230

(Please do not write above this line - Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

)
)
)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Homedebone LLC**, a **Utah Limited Liability Company**, Grantor, in the State aforesaid, for and in consideration of the sum of **Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00)**, unto us paid by **Pereira Partners, LLC**, a **Limited Liability Company**, Grantee, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said **Pereira Partners LLC**, a **Limited Liability Company**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

PLEASE SEE ATTACHED EXHIBIT "A"

Lot 63 Providence Park at Antigua

TMS: 165-12-03-068

PIN: 395-13-03-0053

Grantee(s) Address: P.O. Box 6938, Myrtle Beach, SC 29572

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Pereira Partners, LLC, a Limited Liability Company**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind himself and his heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **Pereira Partners, LLC, a Limited Liability Company**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor and the Grantors' heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF our Hands and Seals this 5 day of April, 2021.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thom Drent
Witness - (sign above)

Homedebone LLC, a Utah Limited Liability
Company

By: [Signature] (L.S.)
David Litt

[Signature]
Notary - (sign above)

STATE OF Illinois
COUNTY OF Cook

)
)
)
ACKNOWLEDGEMENT
(S.C. CODE ANN. 30-5-30 (B) ((C))

I, the undersigned, a Notary Public, hereby certify that the within Grantor(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

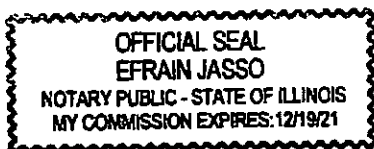
SWORN to before me this
5 day of April, 2021.

[Signature]
Notary Public Signature - (sign above)

Efrain Jasso
Notary Public Printed Name

My Commission Expires: 12-19-2021

(SEAL)



STATE OF Illinois)
COUNTY OF Cook)

AFFIDAVIT

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at 682 Providence Dr, Myrtle Beach, SC 29572, Horry County, bearing PIN # 395-13-03-0053, by Homedebone LLC, a Utah Limited Liability Company to Pereira Partners, LLC on the 5th day of April, 2021.
3. Check one of the following: The Deed is
 - (a) X Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money's worth.
 - (b) _____ Subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity and a stockholder, partnership or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ Exempt from the Deed recording fee because (See Information section of Affidavit):(If exempt, please skip items 4-7 and go to item 8 of this Affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$260,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty, which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes, which is \$ _____.
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The Deed recording fee is composed as follows:
 - (a) Place the amount listed in item 4 above here: \$260,000.00
 - (b) Place the amount listed in item 5 above here: \$ _____
 - (c) Subtract item 6(a) from item 6(b) and place result here: \$260,000.00
7. The deed recording fee is based on the amount listed in item 6(c) above and the deed recording fee due is: \$962.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: David Litt
9. I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand Dollars or imprisoned not more than one year, or both.

SWORN to before me this 5
Day of April, 2021.

(Notary Public)

OFFICIAL SEAL
EFRAIN JASSO

STATE OF ILLINOIS

Homedebone LLC, a UT Limited Liability Company

Responsible Person Connected with Transaction

David Litt

Print or Type Name Here

EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat prepared by Robert L. Bellamy & Associates, Inc. Consulting Engineers, Planners and Surveyors entitled prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990 in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This being the same lands and premises as conveyed to Grantor by deed from Gloria Ormand Ward dated February 4, 2021 and recorded February 18, 2021 in Deed Book 4391 at Page 65 in the office of the Register of Deeds for Horry County, South Carolina.

TMS: 165-12-03-068

PIN: 395-13-03-0053

Stamps: \$286.00 State Stamps: \$676.00 ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of Deeds

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Hyman Law Group

ADDRESS:

1208 3rd Ave

Conway, SC 29526-5106

TELEPHONE: (843) 248-2024

FAX: (843) 248-2024

E-MAIL ADDRESS: alex@hymanlaw.group

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 260000.00

BRIEF PROPERTY DESCRIPTION: LOT 63 PROVIDENCE PARK OF ANTIGUA

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1. <u>HOMEDEBONE LLC</u>	<u>A UTAH LIMITED LIABILITY COMPANY</u>	<u>GRANTOR</u>

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. PEREIRA PARTNERS LLC

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT H

..... Space Above Line for Recorder's Use

**MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY
AGREEMENT**

PARCEL ID: 39513030053

**TO THE EXTENT PROVIDED IN THE NOTE, INTEREST OR DISCOUNT
WILL BE DEFERRED, ACCRUED OR CAPITALIZED.**

**THIS MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY
AGREEMENT COVERS FIXTURES AND CONSTITUTES A FINANCING
STATEMENT FILED AS A FIXTURE FILING UNDER ARTICLE 9 OF
THE UNIFORM COMMERCIAL CODE.**

<u>THIS DOCUMENT PREPARED BY:</u>	<u>AFTER RECORDING, RETURN TO:</u>
Angela DiTommaso ADiTommaso@EliteCommercialClosings.com RCN Capital, LLC 75 Gerber Road East, Ste. 102 South Windsor, CT 06074	RCN Capital, LLC 75 Gerber Road East, Ste. 102 South Windsor, CT 06074

70005

MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT (the "Instrument") is made by **Pereira Partners LLC**, as mortgagor (the "Mortgagor"), a Wyoming limited liability company with a principal place of business at 30 N Gould St, Ste R, Sheridan, WY 82801; in favor of **RCN Capital, LLC**, as mortgagee (the "Mortgagee"), a Connecticut limited liability company with a principal place of business at 75 Gerber Road East, Ste. 102, South Windsor, CT 06074.

RECITAL

Mortgagor is indebted to Mortgagee in the principal amount of **Two Hundred Seventy-Five Thousand Dollars and No Cents (\$275,000.00)**, as evidenced by Mortgagor's Commercial Promissory Note (as the same may be amended, restated, or modified from time to time, the "Note"), payable to Mortgagee, executed and delivered contemporaneously with this Instrument, and maturing on May 1, 2022 (the "Maturity Date"), subject to the terms and conditions of that certain Commercial Loan Agreement (as the same may be amended from time to time, the "Loan Agreement"), between Mortgagor and Mortgagee executed and delivered contemporaneously herewith.

AGREEMENT

TO SECURE TO MORTGAGEE the full and prompt payment and performance of each and all of Mortgagor's obligations under the Note, and the performance of the covenants and agreements of Mortgagor contained in this Instrument, and in any other documents evidencing, securing, or now or hereafter executed in connection with the Note (each, a "Loan Document"; collectively, the "Loan Documents"; and all of the indebtedness, obligations, and liabilities of Mortgagor arising under the Note, the Loan Documents, or both, and any and all renewals, modifications, rearrangements, amendments, or extensions thereof, are sometimes hereinafter referred to as the "Indebtedness"), Mortgagor hereby MORTGAGES, WARRANTS, HYPOTHECATES, AND ASSIGNS to Mortgagee the following described property (collectively, the "Premises");

- A The real property located in Horry County, South Carolina, at **682 Providence Dr, Myrtle Beach, SC 29572**, as such real property is more particularly described in SCHEDULE 1, attached hereto and made a part hereof for all purposes the same as if set forth herein verbatim; together with all right, title, and interest of Mortgagor in and to (i) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the real property or the Improvements (as hereinafter defined), (ii) any strips or gores between the real property and abutting or adjacent properties, and (iii) all water and water rights, timber, crops and mineral interests pertaining to the real property (such real property and other rights, titles, and interests being hereinafter sometimes called the "Land");
- B All buildings, structures, improvements now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions (the "Improvements");

- C All fixtures and systems and articles of personal property, of every kind and character, now owned or hereafter acquired by Mortgagor which are now or hereafter is attached to the Land or the Improvements so as to constitute a fixture under the laws of the state of South Carolina, and used in or necessary to complete the proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (all of which are herein sometimes referred to together as "Accessories");
- D All (i) plans and specifications for the Improvements; (ii) approvals, entitlements and contracts relating to the Land or the Improvements or the Accessories or any part thereof; (iii) deposits including, but not limited to, Mortgagor's rights in tenants' security deposits (if any), deposits with respect to utility services to the Land or the Improvements or the Accessories or any part thereof, and any deposits or reserves hereunder or under any other Loan Documents (as hereinafter defined) for taxes, insurance or otherwise, funds, accounts, contract rights, instruments, documents, commitments, general intangibles, notes and chattel paper used in connection with or arising from or by virtue of any transactions related to the Land or the Improvements or the Accessories or any part thereof; (iv) permits, licenses, franchises, bonds, certificates and other rights and privileges obtained in connection with the Land or the Improvements or the Accessories or any part thereof; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Land, the Improvements and the Accessories; and (vi) other properties, rights, titles and interests, if any, specified in any Section of this Instrument as being part of the Premises;
- E All rents (whether from residential or non-residential space), revenues, and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Premises, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Mortgagor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due, or to become due (all of which are herein sometimes referred to together as the "Rents");
- F All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Premises, or any portion of the Premises (including proprietary leases or occupancy agreements if Mortgagor is a cooperative housing corporation), and all modifications, extensions or renewals (all of which are herein sometimes referred to together as the "Leases");
- G All proceeds, products, consideration, compensation and recoveries, direct or consequential, cash and noncash, of or arising from, as the case may be, (i) the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C), (D), (E), and (F); (ii) any sale, lease or other disposition thereof; (iii) each policy of insurance relating

thereto (including premium refunds); (iv) the taking thereof or of any rights appurtenant thereto by eminent domain or sale in lieu thereof for public or quasi-public use under any law; and (v) any damage thereto whether caused by such a taking (including change of grade of streets, curb cuts or other rights of access) or otherwise caused; and

- H All other interests of every kind and character, and proceeds thereof, which Mortgagor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C), (D), (E), (F), (G), and all property used or useful in connection therewith, including, but not limited to, remainders, reversions and reversionary rights or interests.

Mortgagor does hereby represent and warrant that Mortgagor is lawfully seized of the Premises and has the right, power and authority to MORTGAGE, PLEDGE, HYPOTHECATE, GRANT, WARRANT, CONVEY AND ASSIGN the Premises, and that the Premises are unencumbered except for those encumbrances (the "Permitted Encumbrances") shown on the schedule of exceptions to coverage in the Title Policy (as defined in the Loan Agreement), issued to and accepted by Mortgagee contemporaneously with the execution and recordation of this Instrument and insuring Mortgagee's interest in the Premises. Mortgagor does hereby covenant and agree that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to the Permitted Encumbrances.

TO HAVE AND TO HOLD the Premises and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions in this Instrument.

PROVIDED, HOWEVER, that if Mortgagor will promptly pay, or cause to be paid to Mortgagee, the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Note, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and will keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Instrument and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then the lien of this Instrument, and all the properties, interest and rights hereby granted, conveyed and assigned will cease and be void, but will otherwise remain in full force and effect.

In consideration of the aforesaid, and in order to more fully protect the security of this Instrument, Mortgagor hereby represents, warrants, covenants, and agrees as follows:

1. Inspection. Mortgagee and any other Person authorized by Mortgagee shall have the right to enter and inspect the Premises at all reasonable times.
2. Security Agreement. This Instrument is also a security agreement between Mortgagor, as debtors, and Mortgagee, as secured party, for any of the Premises which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code in the state of South Carolina (the "UCC"), for the purpose of securing Mortgagor's obligations under this Instrument and to further secure Mortgagor's obligations under the Note, and other Loan Documents, whether such Premises are owned now or acquired in the future, and all products

and cash and non-cash proceeds thereof (collectively, the "UCC Collateral"), and by this Instrument, Mortgagor hereby grants to Mortgagee a security interest in the Collateral. To the extent necessary under applicable law, Mortgagor hereby authorizes Mortgagee to prepare and file financing statements, continuation statements and financing statement amendments in such form as Mortgagee may require to perfect or continue the perfection of this security interest. If an Event of Default (as hereinafter defined) has occurred and is continuing, Mortgagee will have the remedies of a secured party under the UCC, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Mortgagee may exercise its remedies against the Collateral separately or together, and in any order, without in any way affecting the availability of Mortgagee's other remedies. This Instrument also constitutes a financing statement with respect to any part of the Premises that is or may become a fixture, if permitted by applicable law.

3. Taxes and Other Charges. Mortgagor is responsible for the payment of all taxes ("Taxes"), assessments for local improvements ("Assessment"), rates and charges, license fees, all charges which may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Premises, and all other governmental levies and charges (collectively, the "Impositions"), of every kind and nature whatsoever. Upon Mortgagee's request, Mortgagor shall deliver to Mortgagee within five (5) days of any such request, proof of payment of any and all Impositions, in form satisfactory to Mortgagee.

4. Insurance. Mortgagor shall keep the Premises insured in accordance with the provisions of the Loan Agreement.

5. Liens. Mortgagor shall not, directly or indirectly, create or suffer or permit to be created, or to stand, against the Premises or any portion thereof, or against the rents, issues and profits therefrom, any lien, charge, mortgage, deed of trust, adverse claim or other encumbrance, whether senior or junior to the lien of this Instrument, other than the lien of this Instrument and the Permitted Encumbrances.

6. Due on Sale or Encumbrance. Should the title to the Premises, or any part thereof or any interest therein, be transferred to any Person, firm or entity other than the Borrower, or should the ownership of the Premises, or any part thereof, become vested in any owner other than the Borrower, or should any lien, mortgage or any other encumbrance, voluntary or involuntary, be placed against the Premises, or in any of the foregoing events, the entire principal balance due under the Note, together with all accrued interest thereunder, shall at the election of Mortgagee, be and become immediately due and payable in full, subject to applicable law, and Mortgagee shall be entitled to pursue all remedies provided for in this Instrument or at law, including without limitation, foreclosure of the lien of this Instrument.

7. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. (A) As part of the consideration for the Indebtedness, Mortgagor absolutely and unconditionally assigns and transfers to Mortgagee all Rents. It is the intention of Mortgagor to establish a present, absolute and irrevocable transfer and assignment to Mortgagee of all Rents and to authorize and empower Mortgagee to collect and receive all Rents without the necessity of further action on the part of the Borrower. Promptly upon request by Mortgagee, Mortgagor agrees to

execute and deliver such further assignments as Mortgagee may from time to time require. Mortgagor and Mortgagee intend this assignment of Rents to be immediately effective and to constitute an absolute, present, and unconditional assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, the Rents will not be deemed to be a part of the Premises. However, if this present, absolute, and unconditional assignment of the Rents is not enforceable by its terms under the laws of the state of South Carolina, then the Rents will be included as a part of the Premises and it is the intention of Mortgagor that in this circumstance this Instrument create and perfect a lien on the Rents in favor of Mortgagee, which lien will be effective as of the date of this Instrument. (B) Until the occurrence of an Event of Default, Mortgagee hereby grants to Mortgagor a revocable license to collect and receive all the Rents, to hold all the Rents in trust for the benefit of Mortgagee and to apply all the Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including the Taxes, Impositions, Assessments, and Insurance, and to pay the current costs and expenses of managing, operating and maintaining the Premises, tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Mortgagor free and clear of, and released from, Mortgagee's rights with respect to the Rents under this Instrument. After the occurrence of an Event of Default, and during the continuance of such Event of Default, Mortgagor authorizes Mortgagee to collect, sue for, and compromise the Rents and directs each tenant of the Premises to pay all the Rents to, or as directed by, Mortgagee. From and after the occurrence of an Event of Default, and during the continuance of such Event of Default, and without the necessity of Mortgagee entering upon and taking and maintaining control of the Premises directly, or by a receiver, Mortgagor's license to collect the Rents will automatically terminate and Mortgagee will, without notice, be entitled to all the Rents as they become due and payable, including the Rents then due and unpaid. Mortgagor will pay to Mortgagee upon demand all the Rents to which Mortgagee is entitled. At any time on or after the date of Mortgagee's demand for the Rents, Mortgagee may give, and Mortgagor hereby irrevocably authorizes Mortgagee to give, notice to all tenants of the Premises instructing them to pay all Rents to Mortgagee. *No tenant will be obligated to inquire further as to the occurrence or continuance of an Event of Default. No tenant will be obligated to pay to Mortgagor any amounts which are actually paid to Mortgagee in response to such a notice.* Any such notice by Mortgagee will be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Mortgagor will not interfere with and will cooperate with Mortgagee's collection of such Rents. (C) If an Event of Default has occurred and is continuing, then Mortgagee will have each of the following rights and may take any of the following actions: (i) Mortgagee may, regardless of the adequacy of Mortgagee's security or the solvency of Mortgagor and even in the absence of waste, enter upon and take and maintain full control of the Premises in order to perform all acts that Mortgagee in its discretion determines to be necessary or desirable for the operation and maintenance of the Premises, including the execution, cancellation, or modification of the Leases, the collection of all the Rents, the making of repairs to the Premises and the execution or termination of contracts providing for the management, operation or maintenance of the Premises, for the purposes of enforcing the assignment of the Rents pursuant to Section 7(A) of this Instrument, protecting the Premises or the security of this Instrument, or for such other purposes as Mortgagee, in its

discretion, may deem necessary or desirable. (ii) Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Mortgagee's security, without regard to Mortgagor's solvency and without the necessity of giving prior notice (oral or written) to Mortgagor, Mortgagee may apply to any court having jurisdiction for the appointment of a receiver for the Premises to take any or all of the actions set forth in the preceding sentence. If Mortgagee elects to seek the appointment of a receiver for the Premises at any time after an Event of Default has occurred and is continuing, Mortgagor's, by its execution of this Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. (iii) If Mortgagor is a housing cooperative corporation or association, Mortgagor hereby agrees that if a receiver is appointed, the order appointing the receiver may contain a provision requiring the receiver to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including the Taxes, Impositions, Assessments, and Insurance, it being acknowledged and agreed that the Indebtedness is an obligation of Mortgagor and must be paid out of maintenance charges payable by Mortgagor's tenant shareholders under their proprietary leases or occupancy agreements. (iv) Mortgagee or the receiver, as the case may be, will be entitled to receive a reasonable fee for managing the Premises. (v) Immediately upon appointment of a receiver or immediately upon Mortgagee's entering upon and taking possession and control of the Premises, Mortgagor will surrender possession of the Premises to Mortgagee or the receiver, as the case may be, and will deliver to Mortgagee or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Premises and all security deposits and prepaid Rents. (vi) If Mortgagee takes possession and control of the Premises, then Mortgagee may exclude Mortgagor and its representatives from the Premises. Mortgagor acknowledges and agrees that the exercise by Mortgagee of any of the rights conferred under this Section 7 will not be construed to make Mortgagee a mortgagee-in-possession of the Premises so long as Mortgagee has not itself entered into actual possession of the Land and Improvements. (D) If Mortgagee enters the Premises, Mortgagee will be liable to account only to Mortgagor and only for those Rents actually received. Except to the extent of Mortgagee's gross negligence or willful misconduct, Mortgagee will not be liable to the Borrower, anyone claiming under or through Mortgagor or anyone having an interest in the Premises, by reason of any act or omission of Mortgagee under Section 7(C) of this Instrument, and Mortgagor hereby releases and discharges Mortgagee from any such liability to the fullest extent permitted by law. If the Rents are not sufficient to meet the costs of taking control of and managing the Premises and collecting the Rents, any funds expended by Mortgagee for such purposes will become an additional part of the Indebtedness. (E) If the Rents are not sufficient to meet the costs of taking control of and managing the Premises and collecting the Rents, any funds expended by Mortgagee for such purposes will become an additional part of the Indebtedness as provided in Section 10 of this Instrument. (F) Any entering upon and taking of control of the Premises by Mortgagee or the receiver, as the case may be, and any application of Rents as provided in this Instrument will not cure or waive any Event of Default or invalidate any other right or remedy of Mortgagee under applicable law or provided for in this Instrument.

8. Intentionally left blank.

9. Application of Payments. If at any time Mortgagee receives, from Mortgagor or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at

such time, then Mortgagee may apply that payment to amounts then due and payable in any manner and in any order determined by Mortgagee, in Mortgagee's discretion. Neither Mortgagee's acceptance of an amount that is less than all amounts then due and payable nor Mortgagee's application of such payment in the manner authorized will constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Mortgagor's obligations under this Instrument, the Note and all other Loan Documents will remain unchanged.

10. Protection of Mortgagee's Security; Instrument Secures Future Advances. If Mortgagor should fail to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Premises, Mortgagee's security, or Mortgagee's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws (as hereinafter defined), fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option may make such appearances, file such documents, disburse such sums and take such actions as Mortgagee reasonably deems necessary to perform such obligations of Mortgagor and to protect Mortgagee's interest, including all of the following: (i) payment of attorney's fees and costs; (ii) enter upon the Premises to make repairs or secure the Premises; procure insurance as required by the Loan Agreement; (iii) pay any amounts which Mortgagor has failed to pay under this Instrument, the Loan Agreement, or any of the Loan Documents; (iv) perform any of the Mortgagor's obligations under the Loan Agreement; (v) make advances to pay, satisfy or discharge any obligation of the Mortgagor for the payment of money that is secured by a lien on the Premises. Any amounts disbursed by Mortgagee under this Section 10 or under any other provision of this Instrument that treats such disbursement as being made under this Section 10, will be secured by this Instrument, will be added to, and become part of, the principal component of the Indebtedness, will be immediately due and payable and will bear interest from the date of disbursement until paid at the Default Rate (as defined in the Note). Nothing in this Section 10 will require Mortgagee to incur any expense or take any action. The provisions of this Section 10, including the obligation to indemnify Mortgagee, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Instrument and shall not be affected by Mortgagee's acquisition of any interest in the Premises, whether by foreclosure or otherwise. As used herein, the term "Hazardous Materials Law" and "Hazardous Materials Laws" means any and all federal, state and local laws, ordinances, regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future, including all amendments, that relate to Hazardous Materials (as hereinafter defined) or the protection of human health or the environment and apply to Mortgagor or to the Premises. Hazardous Materials Laws include the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., and their state analogs. As used herein, the term "Hazardous Materials" means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (PCBs) and compounds

containing them; lead and lead-based paint; asbestos or asbestos containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Premises are prohibited by any governmental authority; any substance that requires special handling and any other material or substance now or in the future that (i) is defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" by or within the meaning of any Hazardous Materials Law, or (ii) is regulated in any way by or within the meaning of any Hazardous Materials Law.

11. Events of Default. An Event of Default under the Note, the Loan Agreement, or any other Loan Documents will constitute an Event of Default under this Instrument. Upon the occurrence of an Event of Default, the Indebtedness shall become due and payable forthwith at the option of Mortgagee.

12. Remedies Cumulative. Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument, the Loan Agreement or any other Loan Document or afforded by applicable law or equity, and each will be cumulative and may be exercised concurrently, independently or successively, in any order. Mortgagee's exercise of any particular right or remedy will not in any way prevent Mortgagee from exercising any other right or remedy available to Mortgagee. Mortgagee may exercise any such remedies from time to time and as often as Mortgagee chooses.

13. Waiver of Statute of Limitations, Offsets, and Counterclaims. Mortgagor waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any Loan Document. Mortgagor hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Mortgagee or otherwise to offset any obligations to make the payments required by the Loan Documents. No failure by Mortgagee to perform any of its obligations under this Instrument will be a valid defense to, or result in any offset against, any payments that Mortgagor is obligated to make under any of the Loan Documents.

14. Waiver of Marshalling. Notwithstanding the existence of any other security interests in the Premises held by Mortgagee or by any other party, Mortgagee will have the right to determine the order in which any or all of the Premises will be subjected to the remedies provided in this Instrument, the Note, the Loan Agreement, or any other Loan Document, or applicable law. Mortgagee will have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Mortgagor and any party who now or in the future acquires a security interest in the Premises and who has actual or constructive notice of this Instrument waives any and all right to require the marshalling of assets or to require that any of the Premises be sold in the inverse order of alienation or that any of the Premises be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

15. Further Assurances. Mortgagor will deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements or amendments, transfers and assurances as Mortgagee may require from time to time in order to better assure,

grant, and convey to Mortgagee the rights intended to be granted, now or in the future, to Mortgagee under this Instrument and the Loan Documents.

16. Governing Law; Consent to Jurisdiction and Venue. This Instrument, and the provisions for the creation, perfection, priority, enforcement, and foreclosure of the liens and security interests created in the Premises will be governed by, and construed in accordance with, the laws of the state of South Carolina. Notwithstanding the foregoing, the law of the state of Connecticut shall govern the validity and enforceability of all Loan Documents, and the Indebtedness arising hereunder (but the foregoing shall not be construed to limit Mortgagee's rights with respect to such security interest created in the state of South Carolina). Nothing in this Section 16 is intended to limit Mortgagee's right to bring any suit, action or proceeding relating to matters under this Instrument, the Note, the Loan Agreement, or any of the Loan Documents in any court of any other jurisdiction.

17. Notices. All notices, demands, and other communications required hereunder or otherwise related to this Instrument must be given in accordance with the terms and conditions set forth in the Loan Agreement.

18. Successors and Assigns. This Instrument will bind the respective successors and assigns of Mortgagor and Mortgagee, and the rights granted by this Instrument will inure to Mortgagee's successors and assigns.

19. Joint and Several Liability. If more than one party signs this Instrument as Mortgagor, the obligations of such Persons will be joint and several.

20. Relationship of Parties; No Third-Party Beneficiary. The relationship between Mortgagee and Mortgagor will be solely that of creditor and debtor, respectively, and nothing contained in this Instrument will create any other relationship between Mortgagee and Mortgagor. Nothing contained in this Instrument will constitute Mortgagee as a joint venturer, partner or agent of Mortgagor, or render Mortgagee liable for any debts, obligations, acts, omissions, representations or contracts of Mortgagor. No creditor of any party to this Instrument and no other Person will be a third-party beneficiary of this Instrument or any other Loan Document.

21. Severability; Amendments; Construction The invalidity or unenforceability of any provision of this Instrument will not affect the validity or enforceability of any other provision, and all other provisions will remain in full force and effect. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought. The captions and headings of the sections of this Instrument are for convenience only and will be disregarded in construing this Instrument. Any reference in this Instrument to a "Section" will, unless otherwise explicitly provided, be construed as referring to a section of this Instrument. Any reference in this Instrument to a statute or regulation will be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Instrument includes the plural and use of the plural includes the singular. As used in this Instrument, the term "including" means "including, but not limited to" and the term "includes" means "includes without limitation." Unless the context requires otherwise, any definition of or reference to any agreement, instrument, or

other document in this Instrument will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this Instrument). Any reference in this Instrument to any Person will be construed to include such Person's successors and assigns. Any capitalized term not specifically defined in this Instrument will have the meaning ascribed to that term in the Loan Agreement. The term "Person" as used herein, shall mean any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

22. Subrogation. If, and to the extent that, the proceeds of the loan evidenced by the Note, or subsequent advances under Section 10 of this Instrument, are used to pay, satisfy or discharge a prior lien, such loan proceeds or advances will be deemed to have been disbursed by Mortgagee at Mortgagor's request, and Mortgagee will automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the prior lien, whether or not the prior lien is released.

23. Confession of Judgment in Ejectment. To the extent permissible under the laws of the state of South Carolina, at any time after an Event of Default, regardless of whether Mortgagee has asserted any other right or exercised any other remedy under this Instrument or any of the other Loan Documents, it shall be lawful for any attorney of any court to confess judgment in ejectment against Mortgagor and all Persons claiming under Mortgagor for the recovery by Mortgagee of possession of all or any part of the Premises, for which this Instrument shall be sufficient warrant. If for any reason after such action shall have commenced the same shall be discontinued and the possession of the Premises shall remain in or be restored to Mortgagor, Mortgagee shall have the right upon subsequent default or defaults to bring one or more action or actions as hereinabove set forth to recover possession of all or any part of the Premises.

24. Acceleration; Remedies. At any time during the existence of an Event of Default, Mortgagee, at its option, may declare the Indebtedness to be immediately due and payable without further demand and may foreclose the lien of this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided in this Instrument, the Loan Agreement or in any other Loan Document. Mortgagee will be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees and costs, costs of documentary evidence, abstracts and title reports, court costs, filing fees and all other expenses incurred by or on behalf of Mortgagee after the occurrence of such Event of Default, all of which will be a part of the Indebtedness.

25. Release. Upon payment of the Indebtedness, this Instrument will become null and void, and Mortgagee will release this Instrument. Mortgagor will pay Mortgagee's reasonable costs incurred in releasing this Instrument, not to exceed the amount permitted by South Carolina law.

26. Waiver of Homestead. Mortgagor hereby waives all right of homestead exemption in the Premises.

27. Waiver of Appraisal. Mortgagor acknowledges that, prior to the transaction evidenced by the Note and this Instrument, Mortgagor had been notified in writing that the "Waiver of Appraisal" provision set forth on the signature page of this Instrument would be required, and Mortgagor does hereby ratify and agree to said provision, all in accordance with the requirements of South Carolina Code Section 29-3-680(b).

28. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 28 and the terms and conditions of this Instrument, the terms and conditions of this Section 28 will control and be binding. (A) This Instrument is granted to secure each of the following in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976: (i) All future advances and readvances that may subsequently be made by Mortgagee to Mortgagor, evidenced by the Note, or any other promissory notes, and all renewals, replacements, modifications, and extensions thereof; provided, however, that nothing contained herein will create an obligation on the part of Mortgagee to make future advances or readvances to Mortgagor. (ii) All other indebtedness of Mortgagor to Mortgagee now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby will not exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs, and reasonable attorneys' fees and costs. (B) This Instrument is intended to be and will be construed as an instrument under seal. (C) Notwithstanding any other language of this Instrument, this Instrument secures all future advances in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976); provided, however, that nothing contained in this Instrument will create an obligation on the part of Mortgagee to make future advances or readvances to Mortgagor; and all sums disbursed and costs and expenses incurred by Mortgagee in connection with the Indebtedness or any part thereof, any renewal, extension, modification, consolidation, change, substitution, replacement, restatement or increase of the Indebtedness or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Mortgagor or Mortgagee. (D) Anything to the contrary otherwise contained in this Instrument notwithstanding, all provisions of this Instrument granting to any party remedies or the benefits of any waiver, self help or other similar provisions will be read to provide that the same are available only to the extent permitted by applicable law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Mortgage, Assignment of Rents, and Security Agreement or has caused said instrument to be signed and delivered by its duly authorized representative on April 5, 2021.

WAIVER OF APPRAISAL. The laws of South Carolina provide that in any real estate foreclosure proceeding against whom a personal judgment is taken or asked, may within thirty (30) days after the sale of the Premises apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THEIR STATUTORY APPRAISAL RIGHTS. THE HIGH BID AT ANY JUDICIAL FORECLOSURE SALE OF THE PREMISES WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PREMISES.**

Pereira Partners LLC

Witness: [Signature]

By: [Signature]

Name: John Newman

Title: Authorized Signer

Witness: [Signature]

STATE OF SC

COUNTY OF Horry

) ss. Acknowledgment

I certify that on April 5, 2021, John Newman came before me in person and stated to my satisfaction that he/she made the attached instrument; and was authorized to and did execute this instrument on behalf of, and as Authorized Signer of Pereira Partners LLC (the "Company"), the entity named in this instrument, as the free act and deed of the Company, by virtue of the authority granted by its operating agreement and its members.

[Signature]
Notary Public

JORDAN HYMAN
Notary Public, State of South Carolina
My Commission Expires Oct. 23, 2024

SCHEDULE 1
BUDGET

Item (Do not change the names)	Description (Fill in this section, describe work to be completed in detail)	Cost (Fill In)
Demo & Trash Out	Dumpsters, demo and trash-out	\$2,500.00
Landscaping	Clean yard and landscape lot to improve curb appeal	\$1,500.00
Roofing Replace	Full roof replacement and repair soffit/fascia as needed	\$9,500.00
Electrical Fan / Light Fixtures	Install all new light fixtures throughout	\$1,650.00
Electrical Receptacles / Switches	Install new outlets/switches as needed and misc. reelec repairs	\$350.00
Wall Repair	Patch/repair walls and ceilings throughout to prep for paint	\$1,500.00
Flooring Tile	Install all new flooring throughout - either tile or part LVP/laminate	\$9,500.00
Painting Interior	Paint entire interior throughout	\$5,000.00
Kitchen Cabinetry	Install all new kitchen cabinetry	\$4,750.00
Kitchen Countertops	Install new granite countertops	\$2,250.00
Kitchen Plumbing	Install new kitchen sink and faucet	\$500.00
Plumbing Other	Test and repair or replace plumbing system components as needed; Install new fixtures in bathrooms	\$3,000.00
Bathroom Full Remodel	Full remodel of 2 bathrooms - install new tile, vanity, tub/shower, toilet, mirrors/lights, accessories, etc.	\$5,500.00
Appliance Package	Install all new stainless steel appliance package	\$2,500.00
Total Cost:		\$50,000.00

BORROWER SIGN TO ACKNOWLEDGE:

Pereira Partners LLC

By: _____

Name: John Newman

Title: Authorized Signer

Exhibit "A"

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat prepared by Robert L. Bellamy & Associates, Inc. Consulting Engineers, Planners and Surveyors entitled prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990 in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This being the same lands and premises as conveyed to mortgagor by deed from Homedebone, LLC dated April 5, 2021 and recorded simultaneously with said deed.

TMS: 165-12-03-068
PIN: 395-13-03-0053

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Mortgage

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Hyman Law Group

ADDRESS:

1208 3rd Ave

Conway, SC 29526-5106

TELEPHONE: (843) 248-2024

FAX: (843) 248-2024

E-MAIL ADDRESS: alex@hymanlaw.group

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 275000.00

BRIEF PROPERTY DESCRIPTION: LOT 63 PROVIDENCE PARK OF ANTIGUA

TAX MAP NUMBER (TMS #), / PIN NUMBER:

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. RCN CAPITAL LLC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. PEREIRA PARTNERS LLC

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

CONTRACTOR'S NOTICE OF PROJECT COMMENCEMENT

Pursuant to Code of Laws of South Carolina Section 29-5-23

Name/Address of Entity filing Notice of Commencement: NB Labor, LLC dba
Newman Brothers General Contractors
PO Box 6938
Myrtle Beach, SC 29572

Name/Address of Owner: PO Box 6938
Pereira Partners LLC Myrtle Beach, SC 29572

Name Address of Developer: PO Box 6938
NB Labor LLC Myrtle Beach, SC 29572

General Description of Improvement: Remodel to include new roof, new windows, new flooring
Location of Project: paint, new countertops & landscaping
682 Providence Drive, Myrtle Beach, SC 29572

Legal Description: Providence Park; Lot 63 at Antigua

TMS Number: 165-12-03-068

This Notice of Project Commencement was filed in the Horry County RMC Office.
Sub-subcontractors and suppliers to subcontractors shall comply with South Carolina Code Section 29-5-20
when filing mechanic's liens in connection with this Project.

NEWMAN BROTHERS GENERAL CONTRACTORS

By: [Signature]
(Sign and Print Name)

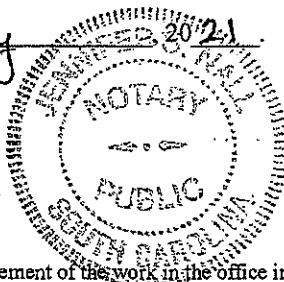
Its: [Signature]
(Print Title)

Date: 05-04-21

SWORN to before me this 4th day of May 2021

Jennifer S. Hall
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 04-24-28



This notice must be filed within fifteen (15) days of the commencement of the work in the office in which deeds are filed in the county in which the project is located and must be accompanied by the appropriate filing fee.

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT I

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008

Prepared By & Return to:
Erin Schanzer
RCN Capital, LLC
75 Gerber Road East, Ste. 102
South Windsor, CT 06074

70005

Assessor's Parcel No.:
39513030053

.....Space Above Line for Recorder's Use.....



ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned **RCN Capital, LLC** (the "Assignor"), a Connecticut limited liability company, having a principal place of business at 75 Gerber Road East, Ste. 102, South Windsor, CT 06074, does hereby GRANT, SELL, ASSIGN, TRANSFER, AND CONVEY unto **Toorak Capital Partners, LLC** (the "Assignee"), a Delaware limited liability company, having a principal place of business of 15 Maple St., Second Floor West, Summit, NJ 07901, all of its right, title, and interest in and to a certain **Mortgage, Assignment of Rents, and Security Agreement**, dated April 5, 2021, executed by Pereira Partners LLC, a Wyoming limited liability company, as mortgagor, in favor of RCN Capital, LLC, as mortgagee, which was recorded as BK: 16367, PG: 2554 on 4-7-21 in the office of the Clerk of Court or Register of Deeds of Horry County, South Carolina, securing payment of **\$275,000.00**, and encumbering the real property and improvements commonly known as **682 Providence Dr, Myrtle Beach, SC 29572**, as more particularly described in SCHEDULE 1, attached.

Together with the obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under the said security instrument.

TO HAVE AND TO HOLD the same unto the Assignee, and its successor and assigns, forever,
subject only to the terms and conditions of the above-described security instrument.

The security instrument assigned hereby has not been further assigned except as set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment on _
April 12, 2021.

Emma Connell
Witness: *Emma Connell*

RCN Capital, LLC

CH
Witness: *Cecilia Ritskewitz*

By: *Matthew Gunter*
Matthew Gunter, Authorized Signer

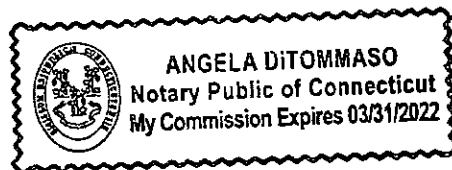
STATE OF CONNECTICUT)

)ss. South Windsor

COUNTY OF HARTFORD)

I certify that on April 12, 2021, **Matthew Gunter** came before me in person and stated to my satisfaction that he/she made the attached instrument; and was authorized to and did execute this instrument on behalf of, and as Authorized Signer of RCN Capital, LLC, a Connecticut limited liability company (the "Company"), the entity named in this instrument, as the free act and deed of the Company, by virtue of the authority granted by its operating agreement and its members.

Angela DiTommaso
Notary Public



SCHEDULE 1
PROPERTY DESCRIPTION

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat prepared by Robert L. Bellamy & Associates, Inc. Consulting Engineers, Planners and Surveyors entitled prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled "Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990 in Plat Book 110 at Page 41, records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

TMS: 165-12-03-068
PIN: 395-13-03-0053

Horry REGISTER OF DEEDS

TRANSMITTAL SHEET

TO BE FILED WITH EACH INSTRUMENT PRESENTED FOR RECORDING.
Horry REGISTER OF DEEDS,

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Assignment

DATE OF INSTRUMENT: 04/12/2021

DOCUMENT SHALL BE RETURNED TO:

Name: Corporation Service Company (CSC)

Address: 801 Stevenson Drive, Springfield, IL 62703

TELEPHONE NUMBER:

FAX NUMBER:

E_MAIL ADDRESS:

RELATED DOCUMENT(S): LIST THE PREVIOUS BOOK AND PAGE NUMBER(S) THIS DOCUMENT PERTAINS TO IF APPLICABLE:

THIS INFORMATION MUST ALSO APPEAR CONSPICUOUSLY ON THE FIRST PAGE OF ALL SUBSEQUENT DOCUMENTS.

Book: 6367, Page: 2554,

BRIEF PROPERTY DESCRIPTION:

LIST ALL PARTIES TO BE INDEXED IN THIS TRANSACTION: ALL NAMES ARE TO BE BOLDED, UNDERLINED, CAPITALIZED

GRANTOR / MORTGAGOR / OBLIGOR / MAKER(FROM WHO):

LAST NAME

FIRST NAME

MIDDLE NAME

FULL BUSINESS NAME

RCN CAPITAL LLC

GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):

LAST NAME

FIRST NAME

MIDDLE NAME

FULL BUSINESS NAME

TOORAK CAPITAL PARTNERS LLC

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT J

39513-03-0053

Deed BK: 4391 PG: 65 Doctype: 001 02/18/2021 at 03:04:39 PM, 1 OF 5 EXEMPT
ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of
Deeds

39513-03-0053

re-record to correct scrivener's error

Warranty Deed

Mail after recording to Homedebone LLC, 881 W Baxter Drive, Suite 100, South Jordan, UT 84095

Tax parcel ID: 395-13-03-0053

This instrument prepared by Homedebone LLC 881 W Baxter Drive, Suite 100, South Jordan, UT 84095

Brief description for the index:

THIS DEED made this 4th day of February, 2021, by and between

GRANTOR

Gloria Ormand Ward, not married, of 682
Providence Dr, Myrtle Beach, SC 29572,
USA

GRANTEE

Homedebone LLC, a Utah limited liability
company whose tax mailing address is 881 W
Baxter Drive, Suite 100, South Jordan, UT
84095

The collective designations of Grantor and Grantee as used within this document will include said parties, their
heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by
context.

IN WITNESS WHEREOF, the said Grantors, for and in consideration of the sum of \$100.00 dollars and other
consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released
and by these presents do remise and release, with general warranty covenants, unto the Grantee as the sole
tenant, and his heirs and assigns all right, title, claim, and interest of the said Grantors in and to a certain tract or
parcel

of land lying and being in the County of Horry, and State of ~~North Carolina~~ ^{South Carolina}, in Dogwood Neck Township, and
more particularly described as follows:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon,
situate, lying and being in the City of Myrtle Beach, Dogwood Neck Township, County of Horry and
State of South Carolina, and being more particularly shown and described as Lot 63 and that certain plat
prepared by Robert L. Bellamy & Associates, Inc., Consulting Engineers, Planners and Surveyors entitled
"Final Subdivision Plat of Providence Park at Antigua located between 79th Avenue North and 82nd
Parkway in the City of Myrtle Beach, County of Horry, State of South Carolina, developed by MBF
Homes, Inc.", said plat being dated May 3, 1990, recorded June 26, 1990, in Plat Book 110 at Page 41,
records of Horry County, South Carolina, which plat is made a part and parcel hereof by reference.

Further subject to restrictions and easements of record and easements which may exist on the ground.

This is the identical property conveyed to the Grantor herein by Deed of Francisco J. Rey and Clara C.
Rey dated December 1, 1995 and recorded December 1, 1995 in Deed Book 1835 at Page 711, Horry
County Records.

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

Deed BK: 4391 PG: 66 Doctype: 001 02/18/2021 at 03:04:39 PM, 2 OF 5 EXEMPT
ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of
Deeds

DocuSign Envelope ID: 855FB2B5-1FA8-4176-8CFB-36A647B12531

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto
belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the
right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that
the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever

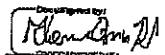
IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above
written.

Signed in the presence of:



Signature

Name


Gloria Ormand Ward

Signature


Name

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

Deed BK: 4391 PG: 67 Doctype: 001 02/18/2021 at 03:04:39 PM, 3 OF 5 EXEMPT
ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of
Deeds

DocuSign Envelope ID: 855FB2B5-1FA8-4176-BCFB-36A947812E31

Grantor Acknowledgement

STATE OF ~~NORTH CAROLINA~~
ILLINOIS
COUNTY OF ~~Horry~~ COOK

I, Rosaria Hagan, a Notary Public of the aforesaid County and State, certify that Gloria
Ormand Ward, the Grantor, personally appeared before me this day and acknowledged the execution of the
foregoing instrument. Witness my hand and official stamp or seal, this 4th day of February, 2021.

My commission expires: 10/8/2024

Notary Public Rosaria Hagan



ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

Deed BK: 4391 PG: 68 Doctype: 001 02/18/2021 at 03:04:39 PM, 4 OF 5 EXEMPT
ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of
Deeds

ILLINOIS
STATE OF ~~SOUTH CAROLINA~~
COUNTY OF ~~HORRY~~ COOK

AFFIDAVIT

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

- I have read the information on this affidavit and I understand such information.
- The property being transferred is located at 682 Providence Drive Myrtle Beach, SC,
bearing Horry County Tax Map Number 29.572, was transferred on 2/14/2021
by GLORIA DRUMOND WARD
to Homedebone, LLC
- Check one of the following: The deed is
 - ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - ☒ exempt from the deed recording fee because (See Information section of affidavit):
#8 FROM SECTION 12-24-40

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

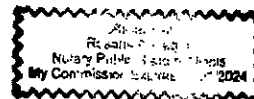
- ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- ☐ The fee is computed on the fair market value of the realty which is _____
- ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____



5. Check Yes ☐ or No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- Place the amount listed in item 4 above here: _____
- Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- Subtract line 6(b) from Line 6(a) and place result here: _____



7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Manager of LLC

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this
9th day of February, year of 2021
Rosaria Alagna
Notary Public Signature

My Commission Expires: 10/07/2024

David Litt
Responsible Person Connected w/Transaction (Signature)

ROSARIA ALAGNA
Responsible Person Connected w/Transaction (Printed)

ROSARIA ALAGNA
Notary Public Printed Name

Deed BK: 4391 PG: 69 Doctype: 001 02/18/2021 at 03:04:39 PM, 5 OF 5 EXEMPT
ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of
Deeds

Horry REGISTER OF DEEDS

TRANSMITTAL SHEET

TO BE FILED WITH EACH INSTRUMENT PRESENTED FOR RECORDING.
Horry REGISTER OF DEEDS,

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed
DATE OF INSTRUMENT: 04/21/2021

DOCUMENT SHALL BE RETURNED TO:

Name: Chicago Land Agency Services Inc.
Address: 1279 N Milwaukee Ave 310, Chicago, IL 60622
TELEPHONE NUMBER:
FAX NUMBER:
E_MAIL ADDRESS:

RELATED DOCUMENT(S): LIST THE PREVIOUS BOOK AND PAGE NUMBER(S) THIS DOCUMENT PERTAINS TO IF APPLICABLE:
THIS INFORMATION MUST ALSO APPEAR CONSPICUOUSLY ON THE FIRST PAGE OF ALL SUBSEQUENT DOCUMENTS.

Book: 1835, Page: 711,

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 0.00

BRIEF PROPERTY DESCRIPTION: PROVIDENCE PARK LOT 63 AT ANTIGUA

Parcel Tax ID: 395-13-03-0053 395-13-03-0053

LIST ALL PARTIES TO BE INDEXED IN THIS TRANSACTION: ALL NAMES ARE TO BE BOLDDED, UNDERLINED, CAPITALIZED.

GRANTOR / MORTGAGOR / OBLIGOR / MAKER (FROM WHO):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
<u>WARD</u>	<u>GLORIA</u>	<u>ORMAND</u>
<u>FULL BUSINESS NAME</u>		

GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
<u>FULL BUSINESS NAME</u>		
<u>HOMEDERBONE LLC</u>		

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Hyman Law Group

ADDRESS:

1208 3rd Ave

Conway, SC 29526-5106

TELEPHONE: (843) 248-2024

FAX: (843) 248-2024

E-MAIL ADDRESS: alex@hymanlaw.group

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 100.00

BRIEF PROPERTY DESCRIPTION: LOT 63 PROVIDENCE PARK AT ANTIGUA

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

LAST NAME

FIRST NAME

MIDDLE NAME

1. WARD

GLORIA

ORMAND

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

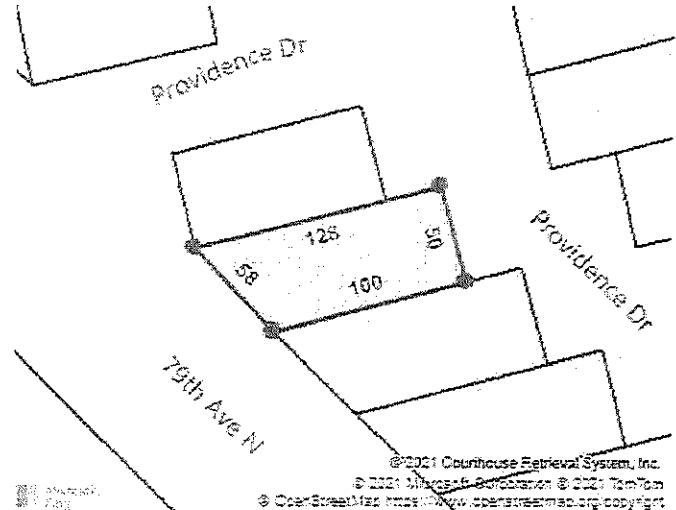
FULL BUSINESS NAME

1. HOMEDEBONE LLC

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT K

Thursday, October 28, 2021



LOCATION

Property Address 682 Providence Dr
Myrtle Beach, SC 29572-4121

Subdivision Providence Pk/Antigua

County Horry County, SC

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 39513030053

Alternate Parcel ID 1651203068

Account Number

District/Ward 880

2010 Census Trct/Bik 503.03/1

Assessor Roll Year 2020

PROPERTY SUMMARY

Property Type Residential

Land Use Patio Home

Improvement Type Dwelling

Square Feet 2238

CURRENT OWNER

Name Pereira Partners LLC

Mailing Address Po Box 6938
Myrtle Beach, SC 29572-0003

SCHOOL ZONE INFORMATION

Myrtle Beach Primary School 3.8 mi
Elementary: Pre K to 1 Distance

Myrtle Beach Elementary School 3.9 mi
Elementary: 2 to 3 Distance

Myrtle Beach Middle School 3.8 mi
Middle: 6 to 8 Distance

Myrtle Beach High School 3.6 mi
High: 9 to 12 Distance

SALES HISTORY THROUGH 08/31/2021

Sold Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
4/5/2021	4/7/2021	\$260,000	Pereira Partners LLC	Homedebone LLC	Warranty Deed		4406/1685
2/4/2021	2/18/2021		Homedebone LLC	Ormand-Ward Gloria	Warranty Deed		4391/65
12/31/2016			Ormand-Ward Gloria	Ward-Goodie Gloria			
9/14/2012		\$5	Ward Ruth M	Ward Ruth M & Gloria Ward-Goodie			3607/1247

Property Report for 682 PROVIDENCE DR. cont.

ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

6/3/1999	6/3/1999	\$275,000	Ward Ruth M & Gloria Ward-Goode	Ward Patricia A	2151/1365
12/1/1995		\$215,000	Ward Patricia A	Rey Francisco J Etal	
12/30/1991		\$214,000	Rey Francisco J Etal	Mbf Homes Inc	

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2020	Assessment Year	2020
Appraised Land	\$118,510	Assessed Land	\$4,660
Appraised Improvements	\$216,200	Assessed Improvements	\$5,700
Total Tax Appraisal	\$334,710	Total Assessment	\$10,360
		Exempt Amount	
		Exempt Reason	

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019			\$640.10
2018			\$550.84
2017			\$535.42
2015			\$530.52
2014			\$477.96
2013			\$591.58
2010			\$554.84

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
04/07/2021	275,000	Pereira Partners LLC	Rcn Capital	6367/2554

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Dwelling	Condition	Good	Units	
Year Built	1991	Effective Year	1991	Stories	1
BRs	3	Baths	2 F H	Rooms	7

Total Sq. Ft. 2,238

Building Square Feet (Living Space)

Building Square Feet (Other)

Attached Garage 483

- CONSTRUCTION

Quality	Below Good	Roof Framing	
Shape		Roof Cover Deck	
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation		Interior Finish	
Floor System		Air Conditioning	Central
Exterior Wall	Stucco	Heat Type	Hot Water
Structural Framing		Bathroom Tile	

Fireplace	Y	Plumbing Fixtures	9
- OTHER			
Occupancy		Building Data Source	

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Res Paving	300	1991	GOOD

PROPERTY CHARACTERISTICS: LOT

Land Use	Patio Home	Lot Dimensions	
Block/Lot	/63	Lot Square Feet	5,663
Latitude/Longitude	33.751561°/-78.818673°	Acreage	0.13

Type	Land Use	Size	Tax Assessor Value
Res Primary Site		0.11 Ac	\$117,000
Res Residual		0.02 Ac	\$1,510

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	Special School District 1
Zoning Code	Special School District 2
Owner Type	

LEGAL DESCRIPTION

Subdivision	Providence PK/Antigua	Plat Book/Page	
Block/Lot	/63	District/Ward	880
Description	Providence Park; Lot 63 At Antigua		

PRELIMINARY FEMA FLOOD ZONES

Preliminary data are for review and guidance purposes only. By viewing preliminary data and maps, the user acknowledges that the information provided is preliminary and subject to change. Preliminary data, including new or revised FIRMs, FIS reports, and FIRM Databases, are not final. Additionally, preliminary data cannot be used to rate flood insurance policies or enforce the Federal mandatory purchase requirement. FEMA will remove preliminary data once effective data are available. Go to FEMA Preliminary Data website for more info.

Zone Code	Flood Risk	BFE	Description	Preliminary Panel ID
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 45051C0589K 500-year flood level.	

LISTING ARCHIVE

MLS #	Status	Status Change Date	List Date	List Price	Closing Date	Closing Price	Listing Agent	Listing Broker	Buyer Agent	Buyer Broker
2121966	For Sale	10/05/2021	10/01/2021	\$359,900			John Newman	Exp Realty LLC		

EXHIBIT L



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Statement of Termination

This form cannot be hand written.

RECEIVED

JUL 21 2020

Utah Div. of Corp. & Comm. Code

Limited Liability Company Name: Homadebana, LLC

Entity Number: 11782474-0447 0160

The termination of above named limited liability company will become effective:

☒ upon filing with the Division of Corporations and Commercial Code

☐ on the future effective date of (MM-DD-YYYY) _____

The termination shall be signed by a person authorized by the LLC.

If the LLC has no member(s) or manager(s), the termination shall be signed by:

☐ Person winding up the LLC's activities and affairs under Subsection 48-3a-703(3).

Under penalties of perjury, I declare that this Statement of Termination has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By: Rose Alegria

Name: Rose Alegria

Date: 07/17/20

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
and approved on this 21 day of July, 2020
in the office of this Division and hereby issued
This Certificate thereof

Recorded: 11/14

Date: 07/22/20



[Signature]
Division Secretary

Additional filing requirements:

If the filer requests a copy of the Statement of Termination an additional exact copy of the filed document along with a return addressed envelope with adequate first-class postage must also be submitted.

(Under UTAHIA (KSC-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

ELECTRONICALLY FILED - 2020 NOV 19 5:52 PM - HONOLULU - COMMON PLANS - CASE #20170102007000

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

GLORIA ORMAND-WARD by and through
HER GUARDIAN AND CONSERVATOR,
CDM CORPORATION, through its
representative, STEPHEN MANTELL

Plaintiff,

vs.

DAVID LITT, HOMEDEBONE, LLC,
ROSARIA A. ALAGNA aka ROSE ALAGNA;
CHRIS PARKER; CHICAGO LAND AGENCY
SERVICES, INC.; CHICAGO TITLE
INSURANCE COMPANY; PEREIRA
PARTNERS, LLC; NB LABOR LLC dba
NEWMAN BROTHERS GENERAL
CONTRACTORS; JOHN NEWMAN; and
TOORAK CAPITAL, LLC

Defendants.

IN THE COURT OF COMMON PLEAS FOR
THE FIFTEENTH JUDICIAL CIRCUIT

Case No.: 2021-CP-26-07668

RECEIVED**May 24 2023****SC Court of Appeals**

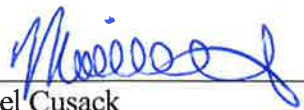
**SECOND AFFIDAVIT OF MICHAEL
CUSACK**

PERSONALLY APPEARED BEFORE ME, Michael Cusack, who, being duly sworn,
deposes and says:

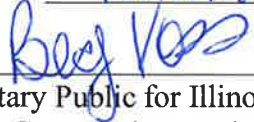
1. My name is Michael Cusack. I previously executed an Affidavit regarding the above referenced matter dated May 31, 2022. As stated therein, I am an Executive Vice President at Chicago Title Insurance Company ("Chicago Title"). I am over the age of 21, and am competent to give this affidavit. The information contained in this Affidavit is within my personal knowledge.

2. As I previously stated, Chicago Title, which is a Florida corporation, is a 49.9% shareholder in Chicago Land Agency Services, Inc. (CLAS), which is an Illinois corporation. However, Chicago Title and CLAS are not "co-owners" or "partners" of a business. As a shareholder of CLAS, Chicago Title does have shareholder rights and benefits that can include sharing in CLAS profits with other shareholders. However, CLAS is not a shareholder in itself and Chicago Title and CLAS do not share profits of any business with each other.

FURTHER AFFIANT SAYETH NOT.


Michael Cusack

SWORN TO before me this 22
day of November, 2022.


Notary Public for Illinois
My Commission Expires: 4/26/24



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR
	)	THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	
	)	Case No.: 2021-CP-26-07668
GLORIA ORMAND-WARD by and through	)	
HER GUARDIAN AND CONSERVATOR,	)	
CDM CORPORATION, through its	)	
representative, STEPHEN MANTELL	)	ORDER GRANTING CHICAGO TITLE
	)	INSURANCE COMPANY'S MOTION TO
Plaintiff,	)	DISMISS FOR LACK OF PERSONAL
	)	JURISDICTION
vs.	)	
	)	
DAVID LITT, HOMEDEBONE, LLC,	)	
ROSARIA A. ALAGNA aka ROSE ALAGNA;	)	
CHRIS PARKER; CHICAGO LAND AGENCY	)	
SERVICES, INC.; CHICAGO TITLE	)	
INSURANCE COMPANY; PEREIRA	)	
PARTNERS, LLC; NB LABOR LLC dba	)	
NEWMAN BROTHERS GENERAL	)	
CONTRACTORS; JOHN NEWMAN; and	)	
TOORAK CAPITAL, LLC	)	
	)	
Defendants.	)	

RECEIVED
Feb 16 2023
SC Court of Appeals

This matter is before the Court upon Defendant Chicago Title Insurance Company's ("Chicago Title") motion to dismiss for lack of personal jurisdiction pursuant to Rule 12(b)(2), SCRCF.¹ After carefully considering the allegations of the Amended Complaint, the affidavits submitted by the parties, and the briefs and arguments of counsel for the respective parties, the Court concludes that it lacks personal jurisdiction over the Chicago Title and, therefore, its Motion to Dismiss pursuant to SCRCF 12(b)(2) will be granted.

BACKGROUND

This case concerns an alleged fraudulent scheme by certain of the named Defendants to acquire residential property from Gloria Ormand-Ward, an elderly female. Ms. Ormand-Ward was the sole owner of residential property located in Horry County (hereafter the "Home"). (Amended

¹ Chicago Title also moved to dismiss for failure to state a claim pursuant to Rule 12(b)(6). That motion is being addressed by a separate order that also addresses the motion to dismiss filed by Chicago Land Agency Services, Inc.

Complaint ¶¶ 1,3). The Home was subject to assessments imposed by a Homeowners Association (the “HOA”). (*Id.* at ¶3). On September 25, 2020, the HOA filed a foreclosure action with respect to a lien it had placed against the Home for unpaid assessments. (*Id.* at ¶¶ 21-22).

Defendant David Litt contacted Ormand-Ward with an offer to help stop the foreclosure. (*Id.* at ¶¶ 22-23). On February 4, 2021, Defendant Homedebone LLC, which is managed by Litt, prepared a warranty deed (hereafter the “Deed”), purportedly signed by Ms. Ormand-Ward via DocuSign, transferring the Home to Homedebone. (*Id.* ¶¶ 24, 38). Plaintiff contends that Ormand-Ward’s signature was affixed through fraud by Litt and/or Defendants, Homedebone, Rosaria Alagna, and Chris Parker. (Amended Complaint ¶¶ 52, 60-66). In addition, Plaintiff alleges that the Deed was defective because it: 1) was digitally signed via DocuSign (which is not permitted in South Carolina); 2) was not signed by Ormand-Ward in the presence of the two listed witnesses; 3) was prepared by an LLC (which Plaintiff asserts is improper in South Carolina); 4) incorrectly states that the Home is located in North Carolina; 5) lists the notary in the Grantor block as a notary public for the “State of North Carolina, County of Horry”; 6) was notarized by a person who was not a notary in South Carolina (or North Carolina); 7) contains an incorrect derivation clause; 8) lists a Grantee (Homedebone) that did not exist as of the date of the Deed due to termination by the Utah Secretary of State; and 9) sets forth inadequate consideration (\$100). (Amended Complaint ¶ 76).

David Litt engaged Chicago Land Agency Services (“CLAS”) to assist him in recording the Deed. (CLAS Ans. to Interrog. No. 7). On February 18, 2021, CLAS acted on this request by submitting the Deed for recording with the Horry County Register of Deeds through CLAS’s third-party vendor’s submission application tool. (*Id.*; *see also* Amended Complaint ¶ 24). CLAS invoiced Litt and payment was made to CLAS. (2/24/21 Invoice from CLAS to Litt). The transmittal sheet

with the Deed lists CLAS, 1279 N. Milwaukee Ave., 310, Chicago, IL 60622, as the place to return the Deed, and incorrectly lists the date of the Deed as April 21, 2021. (Amended Complaint ¶ 31).

Thereafter, Ms. Ormand-Ward's name was purportedly signed via DocuSign to a Power of Attorney in favor of Litt and Litt paid off the HOA lien, causing the foreclosure to be dismissed. (*Id.* at ¶ 32, ¶¶ 35-37). Homedebone, LLC subsequently transferred the Home to Pereira Partners, LLC for the sum of \$260,000.00, and Ms. Ormand-Ward was ousted from the Home. (*Id.* at ¶¶ 38-41).

Based on the electronic recording conducted by CLAS, Plaintiff has brought suit against CLAS alleging claims of Negligence, Quiet Title, Intentional Infliction of Emotional Distress, Unfair Trade Practices, Slander of Title, and Civil Conspiracy. Plaintiff has brought those same claims against Chicago Title based on an alleged joint venture. In particular, Plaintiff alleges that “[o]n information and belief, CLAS and Chicago Title are joint venture partners,” and points to the home page of the CLAS website, www.ctclas.com, which states:

Chicago Land Agency Services, known in the title insurance industry as CLAS, was formed in 1997. CLAS is a joint venture partnership with Chicago Title Insurance Company, the marquee name in title insurance. This unique relationship has positioned CLAS to provide title insurance to real estate professionals in an accurate and timely manner.

See id. at ¶ 29.

Chicago Title is a Florida corporation with a Florida principal place of business. (Amended Complaint ¶ 12; Affidavit of Michael Cusack ¶ 2). Chicago Title is licensed to write insurance in South Carolina, as it is in most states, but it did not issue a title policy regarding the Home. (*Id.* at ¶ 3). Chicago Title is a 49.9% shareholder in CLAS. (*Id.* at ¶ 4; CLAS Ans. to Interrog. No. 8). CLAS is an Illinois corporation with a principal place of business in Illinois. *See* Amended Complaint ¶ 11.

Chicago Title timely filed a Motion to Dismiss for Lack of Personal Jurisdiction. CLAS has not challenged the personal jurisdiction of this Court.

APPLICABLE STANDARD

Where a nonresident defendant such as Chicago Title is concerned, the question of personal jurisdiction “must be resolved upon the facts of each particular case.” *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005). It is well-settled that the burden of proving personal jurisdiction is on the plaintiff who seeks to invoke it. *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012). To meet his burden, the Plaintiff must “make a prima facie showing that the trial court should exercise jurisdiction.” *White v. Stephens*, 300 S.C. 241, 246, 387 S.E.2d 260, 263 (1990); *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “When a nonresident defendant attacks the allegations of a complaint based on jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction.” *Cribb v. Spatholt*, 382 S.C. 490, 496-97, 676 S.E.2d 714, 717-18 (Ct. App. 2009). The circuit court's decision should be affirmed unless unsupported by the evidence or influenced by an error of law. *Id.* (citing *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508).

DISCUSSION

South Carolina treats its long-arm statute as coextensive with the due process clause, and, therefore, the sole question is whether the exercise of personal jurisdiction would violate due process requirements of the Fourteenth Amendment. *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. To satisfy due process, the defendant must have “certain minimum contacts with the State such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice.” *Daimler AG v. Bauman*, 571 U.S. 117, 126 (2014) (quoting *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)) (internal quotations omitted). Two categories of personal jurisdiction are derived from *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945): (1) specific jurisdiction and (2) general jurisdiction. *See Daimler*, 571 U.S. at 127.

A. The Court lacks general jurisdiction over Chicago Title.

General jurisdiction is the state’s right to exercise jurisdiction over a non-resident defendant in any case, even a case that does not relate to the defendant’s contacts with the forum. *See, e.g., Coggeshall v. Reprod. Endocrine Associates of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007). A court may assert general jurisdiction over a nonresident defendant only when the defendant’s “affiliations with the State are so continuous and systematic as to render them essentially at home in the forum State.” *Daimler*, 571 U.S. at 127 (internal quotation marks omitted). A corporate defendant is “at home” where it is incorporated and where it maintains a principal place of business, and general jurisdiction elsewhere is appropriate only in the “exceptional case.” *BNSF Ry. Co. v. Tyrrell*, 137 S. Ct. 1549, 1558 (2017); *Daimler*, 571 U.S. at 137, 139 n.19.

Plaintiff argues that Chicago Title is subject to general jurisdiction because it is a licensed insurer in South Carolina and, pursuant to South Carolina Code Section 38-5-70, licensed insurers are required to appoint the Director of the South Carolina Department of Insurance (the “Director”) to be their “attorney upon whom all legal process in any action or proceeding against it must be served and in this writing shall agree that any lawful process against it which is served upon this attorney is of the same legal force and validity as if served upon the insurer . . .” In support of this argument, Plaintiff cites *Pennsylvania Fire Ins. Co. of Philadelphia v. Gold Issue Mining & Milling Co.*, 243 U.S. 93 (1917), where the Supreme Court held that an insurer consented to general jurisdiction in Missouri by complying with a state law requiring it to obtain a license and execute a power of attorney agreeing that service on the superintendent of insurance was the equivalent of personal service.

However, *Pennsylvania Fire* was decided before the Supreme Court’s “transformative” opinion in *International Shoe*, which adopted the minimum contacts approach to personal jurisdiction. *See Fidrych v. Marriott Intl., Inc.*, 952 F.3d 124, 136 (4th Cir. 2020) (quoting *BNSF Ry. Co.*, 137 S.

Ct. at 1557). The Supreme Court has cautioned against reliance on such opinions. *See id.*; *see also Shaffer v. Heitner*, 433 U.S. 186, 212 n.39 (1977) (“To the extent that prior decisions are inconsistent with this standard [set in *International Shoe*], they are overruled.”); *Burnham v. Super. Ct. of California, County of Marin*, 495 U.S. 604, 618 (1990) (acknowledging that although the Court initially upheld state statutes regarding consent to jurisdiction under the rigid requirement of consent that existed at the time, such consent was “purely fictional” and “[o]ur opinion in *International Shoe* cast those fictions aside . . .”); *Rush v. Savchuk*, 444 U.S. 320, 327 (1980) (explaining that “all assertions of state-court jurisdiction must be evaluated according to the standards set forth in *International Shoe* and its progeny”) (quoting *Shaffer*, 433 U.S. at 212).

Many courts have also held that *Pennsylvania Fire* is at odds with the Supreme Court’s opinion in *Daimler AG v. Bauman*, 571 U.S. 117 (2014). *See Fidrych*, 952 F.3d at 136 (“Given the number of states that subject foreign corporations to domestication requirements, foreign corporations would likely be subject to general jurisdiction in every state where they operate—a result directly at odds with the views expressed by the Court in *Daimler*.”); *Waite v. All Acquisition Corp.*, 901 F.3d 1307, 1318 (11th Cir. 2018) (“After *Daimler*, there is ‘little room’ to argue that compliance with a state’s ‘bureaucratic measures’ render a corporation at home in a state.”); *AM Tr. v. UBS AG*, 681 F. App’x 587, 588 (9th Cir. 2017) (citation omitted) (“[The plaintiff] advocates a rule that would subject a large bank to general personal jurisdiction in any state in which the bank maintains a branch. However, *Daimler* explained that ‘[a] corporation that operates in many places can scarcely be deemed at home in all of them.’”); *Brown v. Lockheed Martin Corp.*, 814 F.3d 619, 640 (2d Cir. 2016) (“every corporation would be subject to general jurisdiction in every state in which it registered, and *Daimler*’s ruling would be robbed of meaning by a back-door thief.”); *see also Humphries v. Allstate Ins. Co.*, CV-17-01606-PHX-JJT, 2018 WL 1510441, at *3 (D. Ariz. Mar. 27, 2018) (rejecting the

plaintiff's assertion that Allstate's appointment of power attorney to the Arizona Director of Insurance conferred general jurisdiction over Allstate in Arizona in light of *Daimler* and *International Shoe*).

Here, Chicago Title is incorporated in Florida and its principal place of business is in Florida. In opposing Chicago Title's motion, Plaintiff asserts that Chicago Title is a nationwide provider of title insurance, including substantial title insurance business in South Carolina, among others. Chicago Title acknowledges that it has issued title insurance policies in South Carolina, as it has in many other states. These facts do not constitute the "exceptional case" that would confer general jurisdiction in a forum beyond incorporation and principal place of business. In *Daimler*, for example, the Court refused to permit California to exercise jurisdiction over a defendant that was "the largest supplier of luxury vehicles to the California market," had "multiple California-based facilities," and derived \$4.6 billion from its California-based sales. 571 U.S. at 123, 148. Similarly, the Court in *BNSF Ry. Co. v. Tyrrell*, held that the defendant railroad was not subject to general jurisdiction in Montana even though it had over 2,000 miles of railroad track and more than 2,000 employees in Montana. 137 S. Ct. at 1559.

The fact that Chicago Title is a licensed insurer in South Carolina and agreed to appoint the Director to serve as agent for service of process does not confer general jurisdiction on Chicago Title. Such a result ignores the minimum contacts analysis that has governed personal jurisdiction since *International Shoe*, and is at odds with *Daimler*.

Moreover, even if *Pennsylvania Fire* was not effected by *International Shoe* and *Daimler*, I find that Chicago Title did not consent to general jurisdiction by complying with the insurance licensing statute. Even under the holding in *Pennsylvania Fire*, state licensure requirements amount to consent to general jurisdiction only if the state court has interpreted the statute as imposing that condition. See *State ex rel. Norfolk S. Ry. Co. v. Dolan*, 512 S.W.3d 41, 53 n. 11 (Mo. 2017)

(“*Pennsylvania Fire* made clear it simply accepted Missouri's interpretation of its own statute as allowing such broad jurisdiction over foreign insurers, without independently examining whether that statute actually made registration consent to general jurisdiction.”); *Fidrych*, 952 F. 3d at 137. Ten years after *Pennsylvania Fire*, the Missouri Supreme Court, in *State ex rel. American Cent. Life Ins. Co. v. Landwehr*, 300 S.W. 294 (Mo. banc 1927), specifically overturned its interpretation of the Missouri statute as providing for consent to jurisdiction, and held that that an insurer's registration constituted consent only to suit on insurance policies that were made in Missouri or outstanding in Missouri. *American Cent. Life Ins. Co.*, 300 S.W. at 298; *Dolan*, 512 S.W.3d at 53 n. 11.

Similarly, here, I find that South Carolina Code Section 38-5-70 does not constitute consent to general jurisdiction in South Carolina. The statute speaks in terms of service of process rather than jurisdiction, but even proper service of process does not confer personal jurisdiction on a defendant in the absence of sufficient minimum contacts. *See, e.g., Delta Apparel, Inc. v. Farina*, 406 S.C. 257, 750 S.E.2d 615 (Ct. App. 2013) (finding that the defendant was properly served but that the court lacked personal jurisdiction over the defendant because there were insufficient minimum contacts). Chicago Title is not challenging the sufficiency of service of process and, in fact, service of process was not made on the Director until after Chicago Title challenged personal jurisdiction. Moreover, the statute provides for the director's authority to continue “so long as any liability remains outstanding in the State,” which indicates that it was intended to be limited to cases pertaining to policies it issued in South Carolina, or at least cases that arise out of the insurer's contacts with South Carolina. Furthermore, although Section 38-5-70 was not at issue, the South Carolina Court of Appeals has held that a certificate of authority and appointment of an agent for service by a foreign corporation does not automatically subject a foreign corporation to jurisdiction in South Carolina courts, and that jurisdiction instead depends on sufficient South Carolina contacts by the foreign

corporation. *Builders Mart of Am., Inc. v. First Union Corp.*, 349 S.C. 500, 563 S.E.2d 352 (S.C. Ct. App. 2002), overruled in part on other grounds by *Farmer v. Monsanto Corp.*, 353 S.C. 553, 579 S.E.2d 325 (2003)); see also *Natl. Bev. Screen Printers, Inc. v. DALB, Inc.*, 1:16-CV-03850-JMC, 2018 WL 2718035, at *3 (D.S.C. June 6, 2018) (“the application to do business and the appointment of an agent for service to fulfill a state law requirement is of no special weight in the present context [of establishing personal jurisdiction]”) (quoting *Ratliff v. Cooper Laboratories, Inc.*, 444 F.2d 745, 748 (4th Cir. 1971)).

For these reasons, I find that the Court cannot exercise general jurisdiction over Chicago Title.

B. The Court lacks specific jurisdiction over Chicago Title.

“Specific jurisdiction is the State's right to exercise personal jurisdiction because the cause of action arises specifically from a defendant's contacts with the forum.” *Coggeshall*, 376 S.C. at 16, 655 S.E.2d at 478. With respect to specific jurisdiction, Plaintiff argues that “[Chicago Title]’s partnership with CLAS subjects it to South Carolina jurisdiction.” (Pl. Opp. at 17). In support of the joint venture, Plaintiff points to the statement on CLAS’s website that “CLAS is a joint venture partnership with Chicago Title Insurance Company, the marquee name in title insurance.”

In South Carolina, a joint venture is “[a] special combination of two or more persons, where in some specific venture a profit is jointly sought without any actual partnership or corporate designation.” *Gordon v. Rothberg*, 213 S.C. 492, 50 S.E.2d 202, 207 (1948). By definition, a corporation cannot be a joint venture. If parties to a joint venture incorporate their efforts and become shareholders, the effort becomes a corporation and is no longer a joint venture. See *Future Plastics, Inc. v. Ware Shoals Plastics, Inc.*, 340 F. Supp. 1376, 1383 (D.S.C. 1972) (finding that “[t]he evidence does not establish joint venture, since the parties incorporated their effort as Future Plastics, Inc. A corporation is inconsistent with a joint venture.”). It is undisputed that CLAS is a corporation.

Therefore, CLAS cannot be a joint venture. *See id.*; *see also In re Silicone Gel Breast Implants Prod. Liab. Litig.*, 887 F. Supp. 1455, 1462 (N.D. Ala. 1995) (“the fact that an entity is a corporation precludes a finding that it is a partnership or a joint venture or a finding that its stockholders constitute partners or joint venturers . . . [a] joint venture cannot, however, be carried on in corporate form because the two forms of business are mutually exclusive.”); *Peabody-Waterside Dev., LLC v. Islands of Waterside, LLC*, 995 N.E.2d 1021, 1024 (Ill. App. 5th Dist. 2013) (reversing the court’s finding of a joint venture because such “finding ignores the corporate form of [an LLC] and the nature of the relationship between a limited liability company and its members. . . . Joint ventures are not distinct legal entities”); *Itel Containers v. Atlanttrafik Exp. Service Ltd.*, 909 F. 2d 698 (2d Cir. 1990) (affirming the district court’s ruling that a company itself “was not a joint venture because it was a corporation” since “a joint venture and a corporation are mutually exclusive ways of doing business.”).

CLAS’s website statement that it is a “joint venture partnership” does not render it a joint venture where it cannot be one by definition. *See Builder Mart of Am., Inc.*, 349 S.C. at 512, 563 S.E.2d at 358-59 (a corporate family’s “unified marketing and advertising and holding out to the public as a single entity, without more, [are] insufficient to confer jurisdiction” over the parent); *see also In re Silicone Gel Breast Implants Prod. Liab. Litig.*, 887 F. Supp. at 1462 (noting that the fact that 2 parties “have occasionally used the term joint venture in non-legal situations does not justify a finding that, notwithstanding their incorporation of Dow Corning, they really intended to be partners or joint venturers in a legal sense.”); *Presbyterian Church of Sudan v. Talisman Energy, Inc.*, 453 F. Supp. 2d 633, 686 (S.D.N.Y. 2006) (“The fact that Consortium Members may have viewed their relationship as a joint venture or described it informally as such is insufficient to create an issue of fact on joint venture liability”); *Andrews v. Primus Telecomms. Group*, 107 Fed.

Appx. 301, 308 (4th Cir. July 16, 2004) (holding as a matter of law that a letter from the corporation to a third party indicating that the corporation “had partnered with” the company could not support a finding that there was a legal partnership or joint venture).²

Plaintiff also points to the fact that Chicago Title’s website shows a Chicago Title metropolitan office at the same address that CLAS lists on its website, and the fact that three Chicago Title representatives are on the Board of Directors at CLAS. However, neither of these facts is evidence of a joint venture. The shared Chicago address is one of multiple Chicago Title addresses in the Chicago area alone, and there is a sublease between Chicago Title Company, LLC and CLAS including payment of rent relating to that address. The existence of the sublease furthers the corporate distinction of these entities. As for the Board of Directors, this overlap is consistent with Chicago Title being a 49.9% shareholder in CLAS, which illustrates the existence of the corporate form that is inconsistent with a joint venture. *See Yarborough & Co. v. Schoolfield Furniture Indus., Inc.*, 275 S.C. 151, 268 S.E.2d 42, 44 (1980) (“Common officers and/or directors and public identification of one corporation as the other’s subsidiary do not, without more, support the conclusion the subsidiary is its parent’s alter ego or agent for the transaction of its business.”).

To the extent Plaintiff is arguing that CLAS and Chicago Title are partners in a joint venture that is separate from CLAS, this argument is unsupported by the evidence. CLAS’s website states that “CLAS is a joint venture partnership with Chicago Title . . .” but does not refer to a separate joint venture. However, even if CLAS and Chicago Title were joint venture partners in a separate joint venture, the Court still could not exercise personal jurisdiction over Chicago Title since there is no evidence that CLAS’s recording of the Deed was within the scope of such joint venture partnership.

² In *Young v. Jones*, 816 F. Supp. 1070 (D.S.C. 1992), a case cited by Plaintiff in opposition to Chicago Title’s motion, it was held that a partnership did not exist by virtue of representations made in a marketing brochure since there was no evidence the plaintiff had relied on the representations. Similarly, here there is no evidence Plaintiff or anyone else relied on any representation by CLAS regarding a partnership.

Plaintiff argues that partners are liable for the tortious acts “that are attributable to the partnership” and that “a South Carolina court may hold a foreign partner who is not subject to individual personal jurisdiction in South Carolina personally liable for the for the obligations of the partnership.” Clearly, a partner cannot be subject to personal jurisdiction in South Carolina based on the wrongful conduct in which a partner engages individually outside of the partnership. *See, e.g.*, 28 S.C. Jur. Partnerships and Joint Ventures § 33 (“Tort liability of the partnership exists only with respect to acts or omissions occurring in the ordinary course of the business of the partnership”).

If CLAS is a partner in a joint venture with Chicago Title rather than the joint venture itself, then CLAS must have a purpose and business separate from the joint venture. Otherwise, CLAS would be the joint venture itself, and it cannot be both the joint venture and a joint venture partner in its own joint venture. Yet there is no evidence or specific allegation that establishes the recording of the Deed was within the scope of the joint venture as opposed to CLAS’s own business. To the contrary, CLAS’s Answers to Interrogatories state that Litt “engaged CLAS to assist him in efforts to record [the] deed” and “CLAS acted on this request by submitting a requested filing through its third-party vendor’s submission application tool.” CLAS invoiced Litt and payment was made to CLAS. There was no title insurance provided by CLAS or Chicago Title relating to the transaction. The only evidence indicates that CLAS recorded the Deed. There is no evidence of a separate joint venture having done so. *See S. Plastics Co. v. S. Com. Bank*, 310 S.C. 256, 261, 423 S.E.2d 128, 131 (1992) (“the defendant's activities directed to a resident of this State must be its own and not the unilateral activities of some other entity.”) (citing *Aviation Associates & Consultants, Inc. v. Jet Time, Inc.*, 303 S.C. 502, 507, 402 S.E.2d 177, 180 (1991)).

Moreover, even assuming there was a joint venture partnership between CLAS and Chicago Title, and even assuming the recording of the Deed was within the scope of that joint venture

partnership, the Court still could not exercise personal jurisdiction over Chicago Title since there is no evidence that any such joint venture contemplated and actually involved substantial performance in South Carolina. *See Rae v. Celebrity Cruises, Inc.*, 1:21-CV-21668, 2022 WL 2981868, at *2 (S.D. Fla. July 28, 2022) (finding that where a plaintiff is trying to hold a non-resident defendant subject to jurisdiction in Florida based on the actions of the defendant's joint venture partner, "to satisfy Due Process, the [joint venture] agreement made outside of Florida must contemplate and result in substantial performance within Florida"); *see also Owen v. Carnival Corp.*, 18-25372-CIV, 2022 WL 1404602, at *3 (S.D. Fla. May 4, 2022). The recording of one deed in South Carolina does not amount to substantial performance in South Carolina (either contemplated or actual).

CONCLUSION

ACCORDINGLY, IT IS HEREBY ORDERED that Defendant Chicago Title Insurance Company's Motion to Dismiss for Lack of Personal Jurisdiction pursuant to Rule 12(b)(2) is GRANTED and Chicago Title Insurance Company is hereby dismissed as a defendant from this action.

AND IT IS SO ORDERED.



Horry Common Pleas

Case Caption: Gloria Ormand Ward , plaintiff, et al VS RCN Capital LLC ,
defendant, et al
Case Number: 2021CP2607668
Type: Order/Dismissal

So Ordered

s/ The Honorable Michael G. Nettles #2140

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

Aug 04 2023

SC Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Michael G. Nettles, Circuit Court Judge

Case No.: 2021-CP-26-07330

Gloria Ormand-Ward by and through
her Guardian and Conservator, CDM
Corporation, Through its Representative,
Stephen Mantell Appellant

vs.

David Litt, Homedebone, LLC, Rosaria A. Alagna aka
Rose Alagna; Chris Parker; Chicago Land Agency Services,
Inc.; Chicago Title Insurance Company; Pereira Partners,
LLC; NB Labor, LLC dba Newman Brothers General
Contractors; John Newman; and Toorak Capital, LLC : Defendants

Of Which Chicago Title Insurance Company is the Respondent

Appellate Case No.: 2023-000239

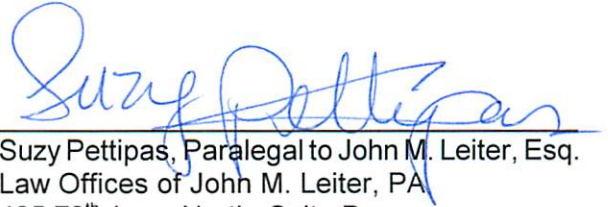
PROOF OF SERVICE

John M. Leiter (SC Bar #3187)
Law Offices of John M. Leiter, PA
405 79th Ave., North, Suite B
Myrtle Beach, SC 29572
(843) 449-1451
Attorney for Appellant

August 4, 2023

PROOF OF SERVICE

I certify that I have served the Appellant's **Motion to Remand** via email only, this 4th day of August, 2023, to counsel for the respondent, Denny P. Major, Esquire, dmajor@hsblawfirm.com



Suzy Pettipas, Paralegal to John M. Leiter, Esq.
Law Offices of John M. Leiter, PA
405 79th Ave., North, Suite B
Myrtle Beach, SC 29572
(843) 449-1451
Attorney for Appellant