

# EXHIBIT 3

**RECEIVED**

**Aug 14 2023**

**SC Court of Appeals**

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 )

) PLAINTIFF'S RULE 59(e) SCRCR  
) MOTION TO RECONSIDER  
) ORDER GRANTING  
) DEFENDANT CHICAGO TITLE  
) INSURANCE COMPANY, INC.'S  
) MOTION TO DISMISS

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. )

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**SC Court of Appeals**

TO: The Defendants and their attorneys:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned counsel, will move before the Honorable Michael G. Nettles, ten (10) days after the service hereof or at such other time as counsel may be heard, pursuant to the provisions of Rule 59, SCRCR, for an order of the Court altering and/or amending the Order Granting Chicago Title Insurance Company's ("Chicago Title") Motion to Dismiss for Lack of Personal Jurisdiction ("the Order") heretofore entered in this matter on October 11, 2022, a copy of which is attached hereto, incorporated by reference herein and labeled Exhibit "A". This motion is made upon the grounds that the Court, in issuing the Order, overlooked, misapprehended or failed to consider the following matters of fact and/or law.

# EXHIBIT A



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](http://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. Atlantrafik 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).<sup>2</sup>

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.

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<sup>2</sup> 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

## RULE 59(e) MOTIONS GENERALLY

A Rule 59(e) motion serves several purposes. Such a motion is proper when a party “believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it.” Elam v. South Carolina Dept. of Transp., 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). Moreover, a Rule 59(e) motion is necessary “when an issue or argument has been raised, but not ruled on.” *Id.*

## ISSUES

1. His Honor found and concluded that:

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. (Order, p. 7).

The United States Supreme Court (as noted in Plaintiff’s Memorandum on p. 16, n.10), has granted *cert* on this related issue in Mallory v. Norfolk So. Ry. Co., 266 A.3d 542 (Pa. 2021), *cert. granted*, 2022 WL 1205835 (No. 21-1168, Apr. 25, 2022)<sup>1</sup>. (Exhibit “B”). The case has been scheduled for oral argument on November 8, 2022. (Exhibit “C”). In Mallory, the issue is whether corporations have consented to general jurisdiction when they appoint a registered agent at the time they qualify to do business within a state. As this

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<sup>1</sup> The details of the Mallory case can be found by clicking the following link:  
<https://www.supremecourt.gov/docket/docketfiles/html/public/21-1168.html>

issue is before the U.S. Supreme Court, the Plaintiff prays that His Honor delay ruling on this motion until the U.S. Supreme Court renders its decision in the Mallory appeal.

2. The Court erred in finding and concluding that a finding of general jurisdiction in this case would ignore the minimum contacts analysis. The minimum-contacts analysis is only necessary to test “[t]he validity of an assertion or jurisdiction over a non-consenting defendant **who is not present in the forum.**” First Am. Bank N.A. of Virginia v. Reilly, 563 N.E.2d, 142, 144 (Ind.App.) (1990) [emphasis added]. The minimum-contacts test is not the only way to establish jurisdiction over a party. Jurisdiction can also be established by presence and consent. Both of these issues are discussed below.

International Shoe Co. v. Washington, 326 U.S. 310, 316 (1945) and Daimler AG v. Bauman, 571 U.S. 117, 126 (2014) addressed whether a non-consenting defendant’s contacts with a forum are sufficient to support personal jurisdiction. These cases do not purport to address when a defendant’s consent to jurisdiction is constitutionally valid. The Supreme Court in International Shoe expressly limited its analysis to cases where “no consent to be sued or authorization to an agent to accept service of process has been given.” 326 U.S. at 317. The Supreme Court was similarly clear in Daimler, 571 U.S. at 129 (addressing the limits of “general jurisdiction appropriately exercised over a foreign corporation that has not consented to suit in the forum.”). Chicago Title is present within the State and has consented to suit in this forum. It is subject to the general jurisdiction of this Court.

3. His Honor found and concluded:

Moreover, even if Pennsylvania Fire was not affected 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.

The Court erred in overlooking or misapprehending the South Carolina Supreme Court rulings in Equilease Corp v. Weathers, 275 S.C. 478, 272 S.E.2d 789-80 (1980) and White Oak Manor, Inc. v. Lexington Ins. Co., 407 S.C. 1, 9, 753 S.E.2d 537, 541 (2014) which have imposed the condition that insurers have consented to jurisdiction in South Carolina.

S.C. Code Ann. § 38-5-70 requires that:

Every insurer shall, before being licensed, appoint in writing the director to be its true and lawful attorney upon whom all legal process in any action or proceeding against it must be served ...”.

The statute, in conjunction with a foreign insurer becoming licensed in this State, creates general jurisdiction over an insurer and this has been confirmed by the South Carolina Supreme Court.

A. In Equilease Corp., *supra*, the Supreme Court held:

These statutes are substituted service or constructive service statutes. **These statutes were designed by the legislature to provide a simple and easy method of obtaining jurisdiction over a foreign insurance company.** [emphasis added]

\* \* \*

This reasoning is logical and clear that Code Sections 15-9-270 and [38-25-560] were intended by the legislature to be methods of obtaining jurisdiction over a foreign insurance company.

- B. In White Oak Manor, *supra*, 753 S.E.2d at 541, the Supreme Court affirmed its holding in Equilease Corp., (“We have previously interpreted insurance service statutes as designed by the legislature to provide a simple and easy method of **obtaining jurisdiction** over a foreign insurance company ...” citing Equilease Corp. [emphasis added].)

These two cases do not limit their holdings to just service of process, but make it clear that in South Carolina, a foreign licensed insurance company is subject to general jurisdiction of the South Carolina courts when the Director of the Department of Insurance is served.

4. The Court erred by not following this prior Court precedent. The Court is bound by the principle of *stare decisis* to follow the ruling in Pennsylvania Fire Ins. Co. v. Gold Issue Mining & Milling Co., 243 U.S. 93 (1917), Equilease Corp. and White Oak Manor. In State v. Gordon, 356 S.C. 143, 588 S.E.2d 105 (2003) Justice Burnett, in his concurring and dissenting opinion, stated the principle of *stare decisis* as follows:

“*Stare decisis* exists to ‘insure a quality of justice which results from certainty and stability’.” State v. One Coin-Operated Video Game Mach., 321 S.C. 176, 181, 467 S.E.2d 443, 446 (1996) (internal citations omitted). Prosecutors, those charged with crimes, and the general public alike benefit from the predictability associated with the Court’s decisions. Ultimately, no one benefits when the Court issues opinions which diverge from month to month. Accordingly, even when a judge dislikes the result, *stare decisis* behoves him to follow precedent. See State v. Hudgins, 319 S.C. 233, 460 S.E.2d 388 (1995) (wherein Chief Justice Finney concurred with the majority’s holding with which he did not agree as he recognized *stare decisis* bound him to the result). Moreover, adhering to *stare decisis* where we have previously interpreted a statute does not result in rigid application of the law as the General

Assembly may correct any misinterpretation on our part. State v. One Coin-Operated Video Game Mach., *supra*.

Pennsylvania Fire, Equilease Corp. and White Oak Manor are still binding precedent in South Carolina and, as such, it was error not to recognize their binding effect on the issue that Chicago Title has consented to jurisdiction by operation of S.C. Code Ann. § 38-5-70.

5. His Honor found and concluded that:

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).

\* \* \*

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));

The Court erred in failing to find and conclude that Chicago Title is “present” in the State by its voluntary acts of complying with all of the requirements and conditions of the South Carolina Insurance Law. As a result of being present in South Carolina, Chicago Title is subject to general jurisdiction of the courts of this State.

Insurance companies in South Carolina, both domestic and foreign, are heavily regulated, and by virtue of its licensure, Chicago Title has submitted to the jurisdiction of the State. The U.S. Supreme Court has recognized the special relationships that insurance companies have to their licensing states. “Government has always had a special relation to insurance.” Osborn v. Ozlin, 310 U.S. 53, 65 (1940). It is this “special relation” which creates general jurisdiction.<sup>2</sup>

Two examples of this relationship are (i) S.C. Code § 38-3-110 (4) “[I]nstitute civil actions . . . relative to the business of insurance . . .” and (ii) S.C. Code § 38-5-10 “Every insurer doing business in this state **must be licensed and supervised** by the director or his designee . . .” [emphasis added]. The director cannot perform his duties regarding foreign insurance companies if they are not subject to the general jurisdiction of South Carolina. It cannot be reasonably argued that a foreign insurance company is only subject to the general jurisdiction of the Department of Insurance but is not subject to the general jurisdiction of the residents of South Carolina.

The above requirements, and others, cause an insurance company to be “present” in the State. This voluntary presence by Chicago Title, alone, is sufficient to confer jurisdiction over it. This has been affirmed by the U.S. Supreme Court. The minimum-contacts test is not the only way to establish jurisdiction over a non-consenting party. Burnham v. Superior Court of Cal., 495 U.S. 604, 620 (1990). The touchstone of personal

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<sup>2</sup> In the Order, his Honor noted that general jurisdiction is appropriate for a corporation in a state other than where it is incorporated or has its principal place of business in an exceptional case. Licensing for the purpose of selling insurance is such an exceptional case. This licensure is qualitatively different than mere registration to do business in a state, which makes it a special or exceptional case.

jurisdiction is the Due Process Clause or, “traditional notions of fair play and substantial justice.” *Id.*, at 619. But “it goes too far to say . . . that a State lacks jurisdiction over an individual unless the litigation arises out of his activities in the State.” *Id.*, at 620.

“[J]urisdiction based on physical presence alone constitutes due process because it is one of the continuing traditions of our legal system that define the due process standard.” *Id.*, at 619; *see also Id.*, at 608-10, 616-22. Burnham’s “*presence*” rule applies with equal force to insurers. Chicago Title is present in the State of South Carolina and, as a result, is subject to its general jurisdiction.

6. His Honor found and concluded that the Court lacks specific jurisdiction, as compared to general jurisdiction, over Chicago Title. The Court erred in failing to find and conclude that Chicago Title has deliberately sought the benefits of selling title insurance in South Carolina and the protection of its laws; it cannot now object to being found subject to specific jurisdiction in South Carolina.

A. Chicago Title has been sued and has filed suit in South Carolina on hundreds of occasions. Exhibit “D” is a snapshot of the public indexes of Horry County and Charleston County, listing cases Chicago Title filed, as the plaintiff. There are numerous other cases around the State of South Carolina where Chicago Title has been either the plaintiff or the defendant. It is less than fair play and substantial justice to allow Chicago Title to use the courts when it is profitable for them, but to object to jurisdiction when a South Carolina resident has been harmed by its conduct.

- B. Chicago Title has voluntarily sought licensure in South Carolina, which has been granted.

Where a “company exercises the privilege of conducting activities within a state, thus enjoying the benefits and protection of its laws - the state may hold the company to account for related misconduct. Ford Motor Co. v. Montana Eighth Judicial Dist. Court, 141 S.Ct. 1017, 1025 (2021).

Chicago Title has indisputably availed itself of conducting activities within the State. It has persuaded the State of South Carolina to let it sell insurance here. South Carolina Courts can hold Chicago Title to account if this lawsuit involves “related misconduct”. Ford Motor, Id. In this case, the “related misconduct” involves the acts of its partner, co-defendant, Chicago Land Agency Services (“CLAS”) in recording a fraudulent deed which has caused irreparable harm to Ms. Ward, who, as a result of the misconduct, has lost her home, her health, and is currently confined to a nursing home.

7. His Honor found and concluded that “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.” The Court erred in failing to recognize that the Plaintiff only has to make a *prima facie* showing of a partnership at this stage; not prove its case on the merits. See Compton v. South Carolina Dept. of Corrections, 392 S.C. 361, 369, 709 S.E.2d 639, 644 n.4 (2011). (In determining whether a temporary injunction should issue, the moving party only had to make a *prima facie* showing; not prove the issue on the merits.) In the Order, the Court is requiring more than a *prima facie* showing; it is demanding that the Plaintiff prove his case before discovery has even begun against Chicago Title.

The Plaintiff met his *prima facie* burden by:

- A. Showing the CLAS website where it formally (not informally) states the existence of a partnership; and
- B. Pointing out that Mike Cusack, Executive Vice President of Chicago Title, as well as a Director of CLAS, filed an affidavit on behalf of Chicago Title, wherein **he did not deny that CLAS and Chicago Title were in partnership.**

The Plaintiff has submitted evidence of a Chicago Title-CLAS partnership. Chicago Title has presented no evidence that it is not in a partnership with CLAS. A *prima facie* showing only requires that the Plaintiff demonstrate credible basis for its allegations, which it has done. The existence of a partnership is a question of fact for the jury. Hofer v. St. Clair, 298 S.C. 503, 508, 381 S.E.2d 736, 739 (1989).

A “partnership” is “an association of two or more persons to carry on as co-owners a business for profit[.]” S.C. Code Ann. § 33-41-210. In South Carolina, “a partnership is an entity separate and distinct from the individual partners who compose it.” Young v. Jones, 816 F. Supp. 1070, 1076 (D.S.C. 1992), *aff’d*, Young v. FDIC, 103 F.3d 1180, 1183 (4th Cir. 1997); *see also* S.C. Tax Com. v. Reeves, 278 S.C. 658, 659, 300 S.E.2d 916, 916 (1983). Chicago Title and CLAS may well be an association of two or more entities to carry on, as co-owners, a business for profit.

At this stage, the issue of whether Chicago Title and CLAS are a partnership should be determined only after discovery has taken place.

For the reasons stated above, exercising jurisdiction over Chicago Title “does not offend traditional notions of fair play and substantial justice.” Daimler, supra, 571 U.S. 117,

126. Considering that the United States Supreme Court is soon to rule on an issue pivotal to this case, the Plaintiff prays that the Court withhold a final determination until the United States Supreme Court renders its decision. However, for the reasons stated above, the Plaintiff prays that, notwithstanding the decision of the United States Supreme Court, that His Honor withdraw the Order and deny Chicago Title's motion to dismiss.

Respectfully submitted,

LAW OFFICES OF JOHN M. LEITER PA

/s/ John M. Leiter

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

October 21, 2022

## **EXHIBIT B**

**21-1168 MALLORY V. NORFOLK SOUTHERN RAILWAY CO.**

DECISION BELOW: 266 A.3d 542

LOWER COURT CASE NUMBER: 3 EAP 2021

QUESTION PRESENTED:

"Nearly 80 years removed from *International Shoe*, it seems corporations continue to receive special jurisdictional protections in the name of the Constitution. Less clear is why." *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 141 S. Ct. 1017, 1038 (2021) (Gorsuch J., concurring). This petition seeks resolution of an issue that has divided courts around the country. More than a dozen state supreme courts and every federal court of appeals have weighed in on the question with conflicting results.

An unbroken line of this Court's cases holds that a court may exercise personal jurisdiction with a party's consent. Corporations enforce that precedent to the letter in their contracts of adhesion, requiring flesh and blood consumers to litigate disputes with businesses in often-distant tribunals. *E.g., Carnival Cruise Lines, Inc. v. Shute*, 499 U.S. 585 (1991). Turnabout should be fair play (and is, incidentally, consistent with substantial justice). Consistent with that rule, states have enacted laws requiring corporations operating within their boundaries to consent to personal jurisdiction when they register to do business in those states. The Pennsylvania Supreme Court found such a statute unconstitutional under this Court's decision in *International Shoe v. Washington*, 326 U.S. 310 (1945), and its progeny. That erroneous result is but the latest decision among dozens that are squarely divided on the question presented:

Whether the Due Process Clause of the Fourteenth Amendment prohibits a state from requiring a corporation to consent to personal jurisdiction to do business in the state

CERT. GRANTED 4/25/2022

## **EXHIBIT C**

*SUPREME COURT OF THE UNITED STATES*  
*GRANTED & NOTED LIST*  
*OCTOBER TERM 2022 CASES FOR ARGUMENT*

ELECTRONICALLY FILED - 2022 Oct 21 3:35 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

As of October 3, 2022

145, Orig.) 146, Orig.)		<b>DELAWARE V. PENNSYLVANIA AND WISCONSIN</b> <b>ARKANSAS V. DELAWARE</b> Order: 2/22/22 – Exceptions to Special Master Report - set for oral argument Argument Date: 10/3/22	
20-1199	<b>CFX</b>	<b>STUDENTS FOR FAIR ADMISSIONS V. PRESIDENT AND FELLOWS OF HARVARD</b> Courts: USCA-1 Order: 7/22/22 – no longer consolidated with No. 21-707 (KBJ - no part) Argument Date: 10/31/22	Granted: 1/24/22
21-86	<b>CFX</b>	<b>AXON ENTERPRISE, INC. V. FTC</b> Court: USCA-9 Argument Date: 11/7/22	Granted: 1/24/22
21-376) 21-377) 21-378) 21-380)	<b>CFX</b> <b>CFX</b> <b>CFX</b> <b>CFX</b>	<b>HAALAND, SEC. OF INTERIOR V. BRACKEEN</b> <b>CHEROKEE NATION V. BRACKEEN</b> <b>TEXAS V. HAALAND, SEC. OF INTERIOR</b> <b>BRACKEEN V. HAALAND, SEC. OF INTERIOR</b> Court: USCA-5 Argument Date: 11/9/22	Granted: 2/28/22
21-432	<b>CFX</b>	<b>ARELLANO V. McDONOUGH, SEC. OF VA</b> Court: USCA-Fed. Argument Date: 10/4/22	Granted: 2/22/22
21-442	<b>CFX</b>	<b>REED V. GOERTZ</b> Court: USCA-5 Argument Date: 10/11/22	Granted: 4/25/22
21-454	<b>CFX</b>	<b>SACKETT V. EPA</b> Court: USCA-9 Argument Date: 10/3/22	Granted: 1/24/22
21-468	<b>CFX</b>	<b>NATIONAL PORK PRODUCERS COUNCIL V. ROSS</b> Court: USCA-9 Argument Date: 10/11/22	Granted: 3/28/22
21-476	<b>CFX</b>	<b>303 CREATIVE LLC V. ELENIS</b> Court: USCA-10	Granted: 2/22/22

**SUPREME COURT OF THE UNITED STATES**  
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**OCTOBER TERM 2022 CASES FOR ARGUMENT**

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<b>21-707</b>	<b>CFX</b>	<b>STUDENTS FOR FAIR ADMISSIONS V. UNIVERSITY OF NORTH CAROLINA</b> Court: USCA-4 Order: 7/22/22 – no longer consolidated with No. 20-1199 Argument Date: 10/31/22	Granted: 1/24/22
<b>21-806</b>	<b>CFX</b>	<b>HEALTH AND HOSPITAL CORP. V. TALEVSKI</b> Court: USCA-7 Argument Date: 11/8/22	Granted: 5/2/22
<b>21-846</b>	<b>CSH</b>	<b>CRUZ V. ARIZONA</b> Court: SC-AZ Argument Date: 11/1/22	Granted: 3/28/22
<b>21-857</b>	<b>CFH</b>	<b>JONES V. HENDRIX</b> Court: USCA-8 Argument Date: 11/1/22	Granted: 5/16/22
<b>21-869</b>	<b>CFX</b>	<b>ANDY WARHOL FOUNDATION, INC. V. GOLDSMITH</b> Court: USCA-2 Argument Date: 10/12/22	Granted: 3/28/22
<b>21-887</b>	<b>CFX</b>	<b>PEREZ V. STURGIS PUBLIC SCHOOLS</b> Court: USCA-6	Granted: 10/3/22
<b>21-908</b>	<b>CFX</b>	<b>BARTENWERFER V. BUCKLEY</b> Court: USCA-9	Granted: 5/2/22
<b>21-984</b>	<b>CFX</b>	<b>HELIX ENERGY SOLUTIONS GROUP, INC. V. HEWITT</b> Court: USCA-5 Argument Date: 10/12/22	Granted: 5/2/22
<b>21-1052</b>	<b>CFX</b>	<b>UNITED STATES EX REL. POLANSKY V. EXECUTIVE HEALTH RESOURCES</b> Court: USCA-3	Granted: 6/21/22
<b>21-1086)<sup>1</sup></b> <b>21-1087)<sup>2</sup></b>	<b>ATX</b> <b>CFX</b>	<b>MERRILL, AL SEC. OF STATE V. MILLIGAN</b> <b>MERRILL, AL SEC. OF STATE V. CASTER</b> Court: <sup>1</sup> USDC-N Dist., AL; <sup>2</sup> USCA-11 Order: 2/22/22 – Cases Consolidated Argument Date: 10/4/22	Noted/Granted: 2/7/22
<b>21-1158</b>	<b>CFY</b>	<b>PERCOCO V. UNITED STATES</b> Court: USCA-2	Granted: 6/30/22

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21-1164	CFX	<b>WILKINS V. UNITED STATES</b> Court: USCA-9	Granted: 6/6/22
21-1168	CSX	<b>MALLORY V. NORFOLK SOUTHERN RAILWAY CO.</b> Court: SC-PA, E Dist. Argument Date: <del>10/11/22</del> Rescheduled Argument Date: 11/8/22	Granted: 4/25/22
21-1170	CFY	<b>CIMINELLI V. UNITED STATES</b> Court: USCA-2	Granted: 6/30/22
21-1195	CFX	<b>BITTNER V. UNITED STATES</b> Court: USCA-5 Argument Date: 11/2/22	Granted: 6/21/22
21-1239	CFX	<b>SEC V. COCHRAN</b> Court: USCA-5 Argument Date: 11/7/22	Granted: 5/16/22
21-1270	CFX	<b>MOAC MALL HOLDINGS LLC V. TRANSFORM HOLDCO LLC</b> Court: USCA-2	Granted: 6/27/22
21-1271	CSX	<b>MOORE V. HARPER</b> Court: SC-NC	Granted: 6/30/22
21-1333	CFX	<b>GONZALEZ V. GOOGLE LLC</b> Court: USCA-9	Granted: 10/3/22
21-1397	CFX	<b>IN RE GRAND JURY</b> Court: USCA-9	Granted: 10/3/22
21-1436	CFX	<b>SANTOS-ZACARIA V. GARLAND, ATT'Y GEN.</b> Court: USCA-5	Granted: 10/3/22
21-1449	CSX	<b>GLACIER NORTHWEST, INC. V. INT'L BROTHERHOOD OF TEAMSTERS</b> Court: SC-WA	Granted: 10/3/22
21-1450	CFY	<b>TURKIYE HALK BANKASI A.S. V. UNITED STATES</b> Court: USCA-2	Granted: 10/3/22

**SUPREME COURT OF THE UNITED STATES**  
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**OCTOBER TERM 2022 CASES FOR ARGUMENT**

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<b>21-1454</b>	<b>CFX</b>	<b>OHIO ADJUTANT GENERAL'S DEPT. V. FLRA</b> Court: USCA-6	Granted: 10/3/22
<b>21-1496</b>	<b>CFX</b>	<b>TWITTER, INC. V. TAAMNEH</b> Court: USCA-9	Granted: 10/3/22
<b>22-58</b>	<b>CFX</b>	<b>UNITED STATES V. TEXAS</b> Court: USCA-5	Granted: 7/21/22
<b>22-96</b>	<b>CFX</b>	<b>FINANCIAL OVERSIGHT BD V. CENTRO DE PERIODISMO INVESTIGATIVO, INC.</b> Court: USCA-1	Granted: 10/3/22

**NOTE:**

**20-1541**      **CSX**      **PIVOTAL SOFTWARE, INC. V. SUPERIOR COURT OF CALIFORNIA**  
Court: CA-CA, 1<sup>st</sup> app. Dist.      Granted: 7/2/21  
Argument Date: ~~11/9/21~~  
Date: 9/2/21 – Further briefing held in abeyance, and case removed from the  
November 2021 argument calendar

**21-1596**      **CFX**      **ARDOIN, LA SEC. OF STATE V. ROBINSON**  
Court: USCA-5      Granted\*: 6/28/22  
\*Also held in abeyance pending this Court's decision in No. 21-1086, *Merrill, AL Sec. of State v. Milligan*, and No. 21-1087, *Merrill, AL Sec. of State v. Caster*.

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Cases (Arguments) from OT `21 Holding in Abeyance: 1 (1)

Cases (Arguments) Made Available: 41 (36) + 1 (1)\*

Cases (Arguments) Disposed of Without Argument:

- BY SIGNED OPINION/JUDGMENT:
- BY PER CURIAM OPINION:
- DISMISSED:
- OTHER:

Cases (Arguments) Argued:

Cases (Arguments) Disposed of With Argument:

- BY SIGNED OPINION/JUDGMENT:
- BY PER CURIAM OPINION:
- DISMISSED IMPROVIDENTLY GRANTED/OTHER:

No. of Opinions<sup>1</sup> for Argued Cases:

NOTE: \* No. 21-1596, *Ardoin, LA Sec. of State v. Robinson*, holding in abeyance pending decision in No. 21-1086 & 21-1087 or further order of the Court.

*SUPREME COURT OF THE UNITED STATES  
GRANTED & NOTED LIST  
OCTOBER TERM 2022 CASES FOR ARGUMENT*

ELECTRONICALLY FILED - 2022 Oct 21 3:35 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

CASE CODE KEY

- First Letter = Jurisdictional Grounds (ex. 20-000 CSX)
- C - Certiorari
- A - Appeal
- Q - Certified Question
  
- Second Letter = Court Below (ex. 20-000 CSX)
- S - State
- F - U.S. Court of Appeals
- T - Three-Judge District Court
- M - U.S. Court of Appeals for the Armed Forces
- O - Other Court
  
- Third Letter = Nature of Case (ex. 20-000 CSX)
- X - Civil
- Y - Criminal
- H - Habeas Corpus or other collateral attack

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**NOTE:** \*Unanimous Court/ \*\*Unanimous Court in Part/ #Unanimous in Judgment

## **EXHIBIT D**



# Horry County Fifteenth Judicial Circuit Public Index



ELECTRONICALLY FILED - 2022 Oct 21 3:35 PM - HORRY - COMMON PLEAS - CASE# 2021CP2607668

[Horry County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

**Search By...** Court Type **All Courts**    Court Agency **All Agencies**  
**Case #**     Case Type **All Case Types**    Case SubType **All Case Sub-Types**  
**Last Name/Business**  Chicago Title    **First**     **Middle**     **Suffix**   
**Party Type** **All**  
**Action Type** **All Actions**    CDR Code   
**Indictment #**   
**Date Type** **Beginning**     **Ending**   
**Tax Map#** **From**     **Through**   
**Only for Civil Cases...** Index Search  All     Lis Pendens     Judgments    Cross Index Search  All     Judgment For     Judgment Against

       Name Search Option  Begins With     Contains

Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Chicago Title Company LLC	Defendant	<a href="#">2015CP2607327</a>	10/08/2015	Dismissed	06/09/2016	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Floodservices Company	Defendant	<a href="#">2000CP2600854</a>	03/01/2000	Disposed	01/24/2003	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Ins Co	Defendant	<a href="#">1989CP2603653</a>	10/04/1989	Disposed	08/21/1990	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Ins Co (cross def)	Defendant	<a href="#">1990CP2604729</a>	12/28/1990	Disposed	01/08/1991	Common Pleas	Breach of Cont 140	6982	Common Pleas
Chicago Title Ins Co (cross Def)	Defendant	<a href="#">1991CP2601102</a>	03/15/1991	Disposed	01/13/1992	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1989CP2601914</a>	06/02/1989	Disposed	04/24/1992	Common Pleas	Person Inj/Other 399	4326	Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1989CP2602536</a>	07/18/1989	Disposed	05/24/1990	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1990CP2602389A</a>	06/12/1989	Disposed	03/17/1993	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1990CP2602389R</a>	06/12/1989	Disposed	03/12/1992	Common Pleas	Foreclosure 420	9099	Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1990CP2602392A</a>	07/18/1989	Disposed	03/17/1993	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1990CP2602392R</a>	07/18/1989	Disposed	02/27/1992	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">1992CP2600138R</a>	03/15/1991	Disposed	05/19/1993	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Insurance Co	Defendant	<a href="#">2007CP2600156</a>	01/10/2007	Dismissed	04/17/2007	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Co a Missouri Corporation	Defendant	<a href="#">2010CP2611141</a>	11/29/2010	Dismissed	12/30/2010	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">1990CP2601611</a>	04/27/1990	Disposed	06/15/1990	Common Pleas	Real Prop/Other 499		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">1991CP2601524</a>	04/12/1991	Disposed	05/20/1991	Common Pleas	Debt Collection 110		Common Pleas

Chicago Title Insurance Company	Defendant	<a href="#">2000CP2605258</a>	11/17/2000	Disposed	11/30/2004	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2002CP2600678</a>	02/07/2002	Dismissed	09/18/2008	Common Pleas	Foreclosure 420	49474	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2002LP0118</a>	01/31/2002	Pending		Lis Pendens	Lis Pendens (\$10)	49474	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2004CP2606644</a>	12/08/2004	Disposed	01/31/2005	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2004CP2606644B</a>	12/08/2004	Disposed	12/30/2005	Common Pleas	Foreclosure 420	67777	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2004LP01462</a>	12/08/2004	Disposed	01/31/2005	Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2007CP2601858</a>	03/26/2007	Judgment	04/28/2008	Common Pleas	Debt Collection 110	2007CP2601858	Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2007CP2604244</a>	07/12/2007	Judgment	02/06/2008	Common Pleas	Debt Collection 110	2007CP2604244	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2008CP2604561</a>	06/10/2008	Dismissed	05/01/2009	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2008CP2609410</a>	11/17/2008	Dismissed	04/29/2015	Common Pleas	Real Prop/Other 499		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2008CP2609410</a>	03/12/2010	Disposed	04/29/2015	Common Pleas	Real Prop/Other 499		Master In Equity
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2600491</a>	01/20/2009	Dismissed	05/06/2009	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2604877</a>	05/14/2009	Dismissed	02/11/2010	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2606687</a>	07/10/2009	Referred To Master	11/19/2009	Common Pleas	Foreclosure 420	2009CP2606687	Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2009CP2608283</a>	08/25/2009	Referred To Master	06/29/2011	Common Pleas	Foreclosure 420	2009CP2608283	Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2611287</a>	11/20/2009	Referred To Master	04/03/2013	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2009CP2611287</a>	09/15/2010	Disposed	05/30/2013	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company	Plaintiff	<a href="#">2009CP2611515</a>	11/30/2009	Dismissed	01/18/2012	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2011CP2606449</a>	07/29/2011	Dismissed	06/25/2012	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2011CP2607493</a>	09/08/2011	Dismissed	08/01/2012	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2011LP2603029</a>	09/08/2011	Pending		Lis Pendens	Foreclosure		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2012CP2600298</a>	01/17/2012	Dismissed	07/16/2013	Common Pleas	Unfair Trade Pra 640		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2013CP2602817</a>	04/25/2013	Judgment	05/21/2018	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance	Defendant	<a href="#">2013CP2605530</a>	08/09/2013	Special Referee		Common Pleas	Breach of Cont 140		Common Pleas

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Chicago Title Insurance Company	Plaintiff	<a href="#">2013CP2608029</a>	12/10/2013	Referred To Master	06/20/2014	Common Pleas	Breach of Cont 140	2013CP2608029	Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2013CP2608029</a>	11/09/2017	Disposed	05/23/2018	Common Pleas	Breach of Cont 140	2013CP2608029	Master In Equity
Chicago Title Insurance Company	Plaintiff	<a href="#">2014LP2602080</a>	12/03/2014	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2014LP2602149</a>	12/22/2014	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2015CP2601084</a>	02/12/2015	Dismissed	07/10/2017	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2015CP2607327</a>	10/08/2015	Dismissed	06/09/2016	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600032</a>	01/09/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600142</a>	01/29/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600239</a>	02/17/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600347</a>	03/06/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600509</a>	03/25/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2015LP2600715</a>	04/13/2015	Pending		Lis Pendens	Lis Pendens (\$10)		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2016CP2604917</a>	07/29/2016	Judgment	11/18/2016	Common Pleas	Foreign Judgment 710	2016CP2604917	Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2016CP2607441</a>	11/18/2016	Dismissed	09/04/2019	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2018CP2600003</a>	12/28/2017	Referred To Master		Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2018CP2601066</a>	02/14/2018	Dismissed	08/13/2018	Common Pleas	Person Inj/Other 399		Common Pleas
Chicago Title Insurance Company	Plaintiff	<a href="#">2018LP2600002</a>	12/28/2017	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	<a href="#">2021CP2607668</a>	11/18/2021	Pending/ADR Sanctions		Common Pleas	Fraud/Bad Faith 150		Common Pleas
Chicago Title Insurance Company 3rd Party	Plaintiff	<a href="#">2013CP2602817</a>	04/25/2013	Judgment	05/21/2018	Common Pleas	Foreclosure 420	2013CP2602817	Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2012CP2601521</a>	02/23/2012	Dismissed	07/10/2012	Common Pleas	Breach of Cont 140		Common Pleas

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Chicago Title Insurance Company Etc	Defendant	<a href="#">2005CP1003608</a>	06/13/2006	Settled	02/09/2010	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company Etc	Defendant	<a href="#">2005LP1006779</a>	09/02/2005	Dismissed	02/09/2010	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Etc	Defendant	<a href="#">2006CP1000117</a>	01/12/2006	Change Of Venue	02/22/2006	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2011CP1004612</a>	06/30/2011	Dismissed	03/31/2014	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2011CP1004612</a>	03/26/2012	Dismissed	02/07/2014	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company Inc	Defendant	<a href="#">2011LP1001348</a>	06/30/2011	Cancelled	03/31/2014	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2011LP1001572</a>	06/30/2011	Cancelled	03/31/2014	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2015CP1003268</a>	06/09/2015	Dismissed	03/14/2016	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2015LP1000684</a>	06/09/2015	Cancelled	03/14/2016	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2018CP1005767</a>	12/05/2018	Settled	04/29/2019	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company Inc	Defendant	<a href="#">2018CP1005767</a>	01/24/2019	Dismissed	03/19/2019	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company Inc	Defendant	<a href="#">2018LP1001252</a>	12/05/2018	Cancelled	04/29/2019	Lis Pendens	Lis Pendens		Common Pleas

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