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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

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT	PROBATE COURT
	)		HORRY COUNTY, SC
COUNTY OF HORRY	)	Case No. 2021-GC-26-00069	2021 SEP 24 P 12:04
IN THE MATTER OF: GLORIA ORMAND-WARD,		KATHY G. WARD	
An Alleged Incapacitated Individual		PROBATE JUDGE	
Grand Strand Medical Center,	)		
	)		
Petitioner,	)		
	)	<u>ORDER FINDING INCAPACITY</u>	
vs.	)	<u>AND</u>	
	)	<u>APPOINTMENT OF GUARDIAN</u>	
Gloria Ormand-Ward and Norma Lefler,	)	<u>AND</u>	
	)	<u>APPOINTMENT OF CONSERVATOR</u>	
Respondent.	)		
	)		
	)		
	)		

THIS MATTER came before the Court for final hearing on September 24, 2021, before the undersigned Judge of the Probate Court for Horry County, South Carolina, pursuant to a Petition filed on August 3, 2021, in the above-referenced matter and thereafter served by Petitioner, requesting a hearing and a determination that **GLORIA ORMAND-WARD**, (herein also "Respondent Ormand-Ward") is an incapacitated person for whom appointment of a Guardian and Conservator is proper and requesting that the Court appoint CDM Corporation, by and through its representative, Stephen Mantell, as Guardian and Conservator for Respondent Ormand-Ward.

Present at the hearing were: Dundee W. Carter, Esquire, attorney for Petitioner, Grand Strand Medical Center (herein also "Petitioner"); Petitioner's representative, Keri Melson, Director of Patient Safety and Risk Management at Grand Strand Medical Center; Mary W. Tovornik, Esquire, the Court appointed Attorney for Respondent Ormand-Ward; Stephanie Van Pelt, Esquire, the Court appointed Guardian *Ad Litem* for Respondent Ormand-Ward; and Stephen Mantell, a representative of CDM Corporation.

Based upon the pleadings, exhibits, testimony and the entire record in these matters, the undersigned makes the following:

FINDINGS OF FACT

1. All interested persons, and all persons required by law, have been properly served with a copy of the pleadings, notices and other documents, waived service or personally appeared in this matter.

2. Respondent Ormand-Ward is seventy-seven (77) years old and is a resident of Horry County, South Carolina, her last known address being, 682 Providence Dr., Myrtle Beach, South Carolina, 29572. Respondent Ormand-Ward is not married and her closest living family member is her cousin, Norma Lefler of 62 Cedar Street, Unit 1103, Seattle, Washington.

3. The Examiner Report and Affidavit Regarding Capacity of Dr. Daniel Lane, MD dated July 6, 2021, and thereafter re-confirmed by Dr. Lane as accurate on September 16, 2021, has been filed with the Court and certifies that Respondent Ormand-Ward has been diagnosed with progressive vascular dementia, permanent bipolar mood disorder, temporary pulmonary embolism and is not capable of making complex decisions or capable of caring for herself. As a result of her condition, Respondent Ormand-Ward is incapacitated to the extent that she lacks the ability to effectively receive, evaluate and respond to information or make or communicate decisions such that a person, even with appropriate, reasonably available support and assistance cannot meet the essential requirements for her physical health, safety, or self-care, and cannot manage her property or financial affairs, necessitating the need for a guardian and conservator.

4. The Examiner Report and Affidavit Regarding Capacity of Dr. Daniel Lane, MD further provides that Respondent Ormand-Ward is unable to provide for her health, education, maintenance or support for herself, and she does not have the capacity to retain any of the following rights: Marry or Divorce; Reside in a place of her choosing; Consent or withhold consent to any residential or custodial placement; Give, withhold, or withdraw consent and make other informed decisions relative to medical, mental, and physical examinations, care treatment and therapies; Make end-of-life decisions, including, but not limited to, a "do not resuscitate" order or the application of any medical procedures intended solely to sustain life; Consent or withhold consent to artificial nutrition and hydration; Consent or refuse consent to hospitalization and discharge or transfer to a residential setting, group home, or other facility for additional care and treatment; Authorize disclosure of confidential information; Operate a vehicle; Vote; Be employed without the consent of a Guardian; Buy, sell, or transfer real or personal property or transact business of any type; Make, modify or terminate contracts; or Bring or defend any action at law or equity.

5. Based upon the recommendation of Dr. Daniel Lane, the Court appointed Attorney, Mary W. Tovornik, Esquire along with the Court appointed Guardian *ad Litem*, Stephanie Van Pelt, Esquire, opined that the Respondent Ormand-Ward should retain the following rights: travel without the consent of a guardian; consent to or refuse education services; and participate in social, religious or political activities.

6. The record, testimony and evidence provided reflects that Respondent Ormand-Ward is an incapacitated individual that lacks sufficient understanding and capacity to make or communicate responsible decisions concerning her person and property. No Guardian has been previously appointed for Respondent Ormand-Ward, the appointment of a permanent Guardian for Respondent Ormand-Ward is necessary, and the Guardian should be permitted to exercise the following rights on behalf of the incapacitated person: the authority to consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and the use of mechanical or other procedures that affect any bodily function, including, but not limited to, artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation; authority to authorize, or refuse to authorize, any medication or procedure intended to relieve pain; authority to choose appropriate housing; authority to authorize admission to or discharge, even against medical advice, from any hospital, nursing care facility, or similar facility or service; authority to take any other action necessary to making, documenting and assuring implementation of decisions concerning health care, including, but not limited to, granting any waiver or release from liability required by any hospital, physician, nursing care provider, or other health care provider; authority to sign any documents relating to refusals of treatment, including but not limited to, Do Not Resuscitate (DNR), withdrawal of life sustaining treatments and support; the Guardian should exercise authority relating to end of life decisions and/or life-sustaining treatment after taking into consideration the burdens of the treatment and whether the burdens outweigh the expected benefits when considering the relief of suffering, expense involved and quality, as well as, possible extension of life. The Court appointed Guardian should also be permitted to make decisions on placement, medical treatment, and providers of health care services.

7. The record in this matter further reflects that Respondent Ormand-Ward may have been the victim of an unauthorized transfer of assets and/or exploitation of her financial resources. Horry County Land Records (Horry County Register of Deeds) reveals that Respondent Ormond-

Ward previously owned real property located at 682 Providence Drive, Myrtle Beach, South Carolina, said property appearing to have been allegedly transferred by Warranty Deed via an electronic/DocuSigned signature of Gloria Ormand-Ward to Homedebone LLC on February 4, 2021, and thereafter recorded on February 18, 2021 in Deed Book 4391 at Page 65 for consideration in the amount of One Hundred (\$100.00) Dollars. The appointment of a conservator is necessary to conduct further investigation into whether Respondent Ormand-Ward has an ownership interest in the business known as Homedebone LLC and/or whether additional legal proceedings are necessary in order to pursue the recovery and/or to set aside the prior transfer of Respondent Ormand-Ward's property.

8. No person appearing at the hearing was aware of any additional assets owned by Respondent Ormand-Ward, including both real or personal property; and no person was aware of whether Respondent Ormand-Ward is receiving, or is entitled to receive, benefits from any other governmental agency or private enterprise. No Conservator has been previously appointed for Respondent Ormand-Ward, and the Durable Power of Attorney, designating David Litt as Attorney-in-Fact and "DocuSigned" by Respondent Ormand-Ward, does not appear to be a valid power of attorney in the state of South Carolina.

9. Respondent Ormand-Ward is vulnerable, unable to manage her own affairs, and her assets are at risk of being wasted and dissipated without the appointment of a conservator. Based upon the evidence presented, the appointment of a conservator is necessary to manage Respondent Ormand-Ward's financial affairs and to gather additional information and/or to perform a thorough investigation of Respondent Ormand-Ward's assets, to determine whether additional legal proceedings to recover previously transferred assets are necessary.

10. Stephen Mantell, representative of CDM Corporation, testified as to his willingness and qualifications to serve as Guardian and Conservator including, but not limited to, his previous experience in serving as a court appointed guardian and conservator, his fiduciary responsibilities, and his ability to furnish bond or give other suitable security as required pursuant to S.C. Code Ann. § 62-5-409. In addition, the proposed Guardian and Conservator testified that CDM Corporation has a Professional Liability Insurance Policy, which includes coverage for any of its' acts while serving in a fiduciary capacity and the Court has been provided with a copy of said policy. The Court finds that the professional liability insurance coverage is suitable security in this case to secure the fiduciary's performance.

11. Stephanie Van Pelt, Esquire has filed a Guardian *Ad Litem* Report with the Court summarizing her findings on Respondent Ormand-Ward, reporting her findings on the proposed Guardian and proposed Conservator, and has complied with the Order appointing her in this matter.

12. On behalf of Gloria Ormand-Ward, Mary W. Tovornik, Esquire, the Court appointed Attorney for Respondent Ormand-Ward, filed an Answer with this Court on September 9, 2021, contesting incapacity and objecting to the appointment of a guardian and conservator. At the onset of the hearing and prior to the submission of testimony, Attorney Tovornik informed the Court that the position of her client, Respondent Ormand-Ward, had changed and she now acknowledges her need for assistance at this time and therefore consents to the appointment of the proposed guardian and conservator.

13. Based on the foregoing facts and by agreement of the parties, clear and convincing evidence has been presented to find that Respondent Ormand-Ward lacks the ability to effectively receive, evaluate, and respond to information or make or communicate decisions such that she, even with appropriate, reasonably available support and assistance, cannot meet the essential requirements for her physical health, safety or self-care, necessitating the need for a guardian. In addition, clear and convincing evidence has been presented that Respondent Ormand-Ward lacks the ability to effectively receive, evaluate, and respond to information or make or communicate decisions such that she, even with appropriate, reasonably available support and assistance, cannot manage her property or financial affairs, necessitating the need for a conservator.

14. Stephanie Van Pelt, Esquire, as the Court-appointed Guardian *ad Litem* for Respondent Ormand-Ward, has ably, zealously, and competently served Respondent Ormand-Ward during all phases of this proceeding. Attorney Van Pelt is entitled to be compensated and paid for the fees, costs and expenses incurred and devoted by her and her firm on behalf of Respondent Ormand-Ward with such fees, costs, and expenses to be paid upon the submission of an invoice. A copy of the Affidavit of Guardian ad Litem Fees for services rendered in this matter by the Attorney Van Pelt through the date of the hearing has been filed with the Court and such fees and costs in the amount of \$3,536.25 are hereby deemed fair and reasonable.

15. Mary W. Tovornik, Esquire, as the Court-appointed Attorney for Respondent Ormand-Ward, has ably, zealously, and competently served Respondent Ormand-Ward during all phases of this proceeding. Attorney Tovornik is entitled to be compensated and paid for the fees,

costs and expenses incurred and devoted by her and her firm on behalf of Respondent Ormand-Ward with such fees, costs, and expenses to be paid upon the submission of an invoice. A copy of the Affidavit of Attorney Fees for services rendered in this matter by the Attorney Tovornik through the date of the hearing has been filed with the Court and such fees and costs in the amount of \$2,175.00 are hereby deemed fair and reasonable.

16. Dundee W. Carter, Esquire, attorney of record for Petitioner, has ably, zealously, and competently served Petitioner during all phases of this proceeding and is entitled to be compensated and paid for the fees, costs and expenses incurred and devoted by counsel in this matter.

17. Attorney's fees, costs, and expenditures incurred and any additional fees, costs, and expenditures incurred through conclusion of services by Petitioner's attorney, the Court appointed Guardian ad Litem and the Court appointed Attorney are hereby deemed fair and reasonable and shall be a proper disbursement from any assets or discoverable estate and property of Respondent Ormand-Ward.

CONCLUSIONS OF LAW

1. This Court has jurisdiction of the subject matter pursuant to S.C. Code Ann. § 62-5-201 and of the persons before the Court.

2. All interested parties have been properly served with the Summons and Petition pursuant to S.C. Code Ann. § 62-5-303(A) and § 62-5-403(A) and proper and timely Notice of Hearing has been given by Petitioner to all such parties pursuant to S.C. Code Ann. § 62-5-303(C) and § 62-5-403(C).

3. Venue is proper in this matter pursuant to S.C. Code Ann. § 62-5-302 and § 62-5-401.

4. Respondent Ormand-Ward is an incapacitated individual as defined in S.C. Code Ann. §62-5-101 (12) and it is in the best interest of Respondent Ormand-Ward that a Guardian and Conservator be appointed with all the authority and power as conferred by law over Respondent Ormand-Ward's person and property.

5. Pursuant to S.C. Code Ann. § 62-5-304(A) and § 62-5-407(A), the Court shall exercise its authority to encourage maximum self-reliance and independence of Gloria Ormand-Ward and shall issue orders only to the extent necessitated by the incapacitated individual.

6. Pursuant to S.C. Code Ann. §62-5-101, et. seq. all rights and powers as set forth in S.C. Code Ann. § 62-5-304(A) and § 62-5-407(B), unless otherwise specified by the Court, shall be removed from the incapacitated individual and the Court appointed Guardian and Conservator should be permitted to exercise those rights on behalf of the incapacitated individual as are necessary to protect the incapacitated individual and to provide for her health, education, maintenance and support.

7. Pursuant to S.C. Code Ann. §62-5-409, a court appointed Conservator shall be required to furnish bond conditioned upon faithful discharge of all duties of the conservator according to law and the court must approve all sureties.

NOW THEREFORE, BASED UPON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

IT IS HEREBY ORDERED that a guardianship and conservatorship are appropriate given the evidence presented, and Gloria Ormand-Ward is incapacitated to the extent that she can/cannot exercise the following rights pursuant to S.C. Code Ann. § 62-5-304(A) and § 62-5-404(B):

Remove	Retain	Other	
☒	☐	☐	1. Marry or divorce
☒	☐	☐	2. Reside in a place of his/her choosing, and consent or withhold consent to any residential or custodial placement
☒	☐	☐	3. Travel without the consent of the proposed Guardian
☒	☐	☐	4. Give, withhold, or withdraw consent and make other informed decisions relative to medical, mental, and physical examinations, care, treatment and therapies
☒	☐	☐	5. Make end-of-life decisions including, but not limited to, a 'do not resuscitate' order or the application of any medical procedures intended solely to sustain life, and consent or withhold consent to artificial nutrition and hydration
☒	☐	☐	6. Consent or refuse to consent to hospitalization and discharge or transfer to a residential setting, group home, or other facility for additional care and treatment
☒	☐	☐	7. Authorize disclosures of confidential information
☒	☐	☐	8. Operate a vehicle
☒	☐	☐	9. Vote
☒	☐	☐	10. Be employed without the consent of the proposed Guardian
☐	☒	☐	11. Consent to or refuse educational services
☐	☒	☐	12. Participate in social, religious or political activities
☒	☐	☐	13. Buy, sell, or transfer real or personal property or transact business of any type
☒	☐	☐	14. Make, modify, or terminate contracts
☒	☐	☐	15. Bring or defend any action at law or equity

IT IS FURTHER ORDERED that **CDM Corporation, by and through its representative, Stephen Mantell**, is hereby appointed as Guardian of the person of Gloria Ormand-Ward, with all the authority and power as conferred by law, and may consent, or withhold consent, to any and all medical or other professional, care, counsel, treatment, or services for Respondent Ormand-Ward.

IT IS FURTHER ORDERED that the Guardian shall prepare and file a complete Plan of Care (Form #521GC) for Gloria Ormand-Ward within thirty (30) days of its appointment, and shall prepare and file a complete Guardian Report (Form #534GC) with the Court each year.

IT IS FURTHER ORDERED that **CDM Corporation, by and through its representative, Stephen Mantell**, is hereby appointed as Conservator of Gloria Ormand-Ward and shall have the authority to exercise all powers of a conservator in administration as set forth in S.C. Code Ann. § 62-5-422(A).

IT IS FURTHER ORDERED that the Conservator shall be required to maintain its professional liability insurance coverage for the duration of the conservatorship and in the event the fiduciary fails to renew the professional liability insurance policy, the Conservator shall submit a fiduciary bond pursuant to in S.C. Code Ann. § 62-5-409 and shall maintain the fiduciary bond for the remainder of this conservatorship.

IT IS FURTHER ORDERED that within thirty days of appointment, the Conservator shall prepare and file with the Court a complete inventory of the estate of the protected person, file a financial plan with the Court pursuant to S.C. Code Ann. § 62-5-414, and shall report to the Court regarding his administration of the estate annually as set forth in S.C. Code Ann. § 62-5-416.

IT IS FURTHER ORDERED that all persons are directed and commanded to provide access to any of Gloria Ormand-Ward's financial account(s) and all of the property of Gloria Ormand-Ward, of every kind and nature, which may be in such person's possession or under such person's control to the Conservator, on demand by the Conservator and upon presentation of a copy of his Certificate of Appointment.

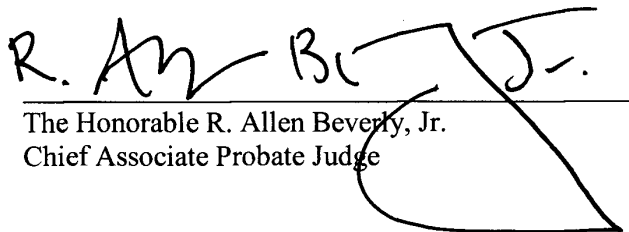
IT IS FURTHER ORDERED that within thirty (30) days, the Guardian shall notify the Court in writing of any changes in: (i) address, (ii) Gloria Ormand-Ward's custodial dwelling or address, and (iii) Gloria Ormand-Ward's condition should she become more capable, or less capable, of exercising rights previously removed or retained.

IT IS FURTHER ORDERED that the Guardian and the Conservator are bound by all the other duties, responsibilities, and fiduciary obligations contained in the S.C. Code Ann. § 62-5-309 and S.C. Code Ann. § 62-5-407, *et. seq.*, except as modified by order of this Court. The Guardian and Conservator shall be accountable to this Court for any violations of its duties or for any failure to file and account to the Court. Failure to comply with this Order is punishable by this Court's contempt powers, which may include community service, fines, or imprisonment, or any combination thereof that the Court deems appropriate.

IT IS FURTHER ORDERED that the Guardian and Conservator shall be entitled to reasonable sums and compensation for its services as allowed by law, and Petitioner shall be entitled to the reimbursement of such fees and costs incurred in this action from any discoverable estate or property of Gloria Ormand-Ward, including but not limited to, Petitioner's attorney fees, Guardian ad Litem fees, and compensation paid to the Guardian and Conservator for its services rendered in this matter.

The notice required by S.C. Code Ann. § 23-31-1040 (a copy of which is attached to and made a part of this Order) has been provided to Gloria Ormand-Ward or his representative.

IT IS SO ORDERED.


The Honorable R. Allen Beverly, Jr.
Chief Associate Probate Judge

September 24th, 2021.
Conway, South Carolina

PURSUANT TO S. C. CODE ANN. § 23-31-1040(D), YOU ARE HEREBY NOTIFIED THAT IT IS UNLAWFUL AND A FELONY UNDER STATE AND FEDERAL LAW FOR YOU TO SHIP, TRANSPORT, POSSESS, OR RECEIVE A FIREARM OR AMMUNITION.

Section 23-31-1040. (A) It is unlawful for a person who has been adjudicated as a mental defective or who has been committed to a mental institution to ship, transport, possess, or receive a firearm or ammunition.

(B) A person who violates this section is guilty of a felony, and, upon conviction, must be fined not more than two thousand dollars or imprisoned not more than five years, or both.

(C) In addition to the penalty provided in this section, the firearm or ammunition involved in the violation of this section must be confiscated. The firearm or ammunition must be delivered to the chief of police of the municipality or to the sheriff of the county if the violation occurred outside the corporate limits of a municipality. The law enforcement agency that receives the confiscated firearm or ammunition may use the firearm or ammunition within the agency, transfer the firearm or ammunition to another law enforcement agency for the lawful use of that agency, trade the firearm or ammunition with a retail dealer licensed to sell firearms or ammunition in this State for a firearm, ammunition, or any other equipment approved by the agency, or destroy the firearm or ammunition. A firearm or ammunition must not be disposed of in any manner until the results of any legal proceeding in which the firearm or ammunition may be involved are finally determined. If SLED seized the firearm or ammunition, SLED may keep the firearm or ammunition for use by SLED's forensic laboratory. Records must be kept of all confiscated firearms or ammunition received by the law enforcement agencies pursuant to this section. A law enforcement agency that receives a firearm or ammunition pursuant to this subsection may administratively release the firearm or ammunition to an innocent owner. If possession of the firearm or ammunition is necessary for legal proceedings, the firearm or ammunition must not be released to the innocent owner until the results of any legal proceedings in which the firearm or ammunition may be involved are finally concluded. Before the firearm or ammunition may be released, the innocent owner shall provide the law enforcement agency with proof of ownership and shall certify that the innocent owner will not release the firearm or ammunition to the person who has been charged with a violation of this subsection which resulted in the firearm's or ammunition's confiscation. The law enforcement agency shall notify the innocent owner when the firearm or ammunition is available for release. If the innocent owner fails to recover the firearm or ammunition within thirty days after notification of the release, the law enforcement agency may maintain or dispose of the firearm or ammunition as otherwise provided in this subsection.

(D) At the time the person is adjudicated as a mental defective or is committed to a mental institution, the court shall provide to the person or the person's representative, as appropriate, a written form that conspicuously informs the person or the person's representative, as appropriate, of the provisions of this section.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	Civil Action No: 2021-CP-26-07668
	)	
Gloria Ormand-Ward by and through her	)	
Guardian and Conservator, CDM	)	
Corporation, through its representative,	)	
Stephen Mantell,	)	
	)	
Plaintiff,	)	<u>[PROPOSED] ORDER GRANTING, IN</u>
	)	<u>PART, AND DENYING, IN PART,</u>
v.	)	<u>DEFENDANTS' MOTIONS TO DISMISS</u>
	)	
	)	
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.	)	
	)	

THIS MATTER comes before the Court on the Motions to Dismiss pursuant to Rule 12(b)(6), SCRCF, of Defendant Chicago Land Agency Services, Inc. ("CLAS") and Defendant Chicago Title Insurance Company ("CTIC") (sometimes collectively known as "the Defendants").¹

FACTS AND PROCEDURAL HISTORY

On November 18, 2021, Plaintiff filed an original Complaint in this action alleging claims against certain defendants, including CLAS. On January 27, 2022, CLAS moved for dismissal pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure on the grounds that

¹ CLAS moved for dismissal only pursuant to Rule 12(b)(6), SCRCF, while CTIC moved for dismissal pursuant to both Rules 12(b)(6) and 12(b)(2). This Order only addresses these defendants' motions pursuant to 12(b)(6), and the Court will issue a subsequent Order on CTIC's motion pursuant to 12(b)(2), SCRCF.

Plaintiff failed to state claims upon which relief could be granted, as further described in CLAS's supporting Memorandum filed on March 25, 2022.

On or about April 26, 2022, Plaintiff filed an Amended Complaint adding CTIC as a party defendant and asserting claims against CLAS and CTIC for Negligence (paragraphs 69-81), Quiet Title (paragraphs 82-86), Intentional Infliction of Emotional Distress (paragraphs 87-91), Unfair Trade Practices (paragraphs 92-96), Slander of Title (paragraphs 105-107), and Civil Conspiracy (paragraphs 117-119). The claims against CLAS are generally based on the allegation that CLAS improperly submitted a fraudulent deed for recording to the Horry County Register of Deeds' office. The claims against CTIC are generally based on the allegation that CLAS and CTIC are joint venture partners, and as a result, CTIC is vicariously liable for the alleged improper conduct of CLAS.

In response to the Amended Complaint, on May 25, 2022, CLAS filed a second Motion to Dismiss, incorporating its first Motion and Memorandum and addressing the new claims asserted. On June 1, 2022, CTIC filed a Motion to Dismiss and a Supporting Memorandum (CLAS's and CTIC's motions to dismiss are hereinafter collectively "Defendants' Motions").

Defendants' Motions came on for hearing before the undersigned on September 19, 2022. Appearing as counsel for Plaintiff was John M. Leiter of the Law Offices of John M. Leiter, PA. Appearing as counsel for CTIC was Denny P. Major of Haynsworth Sinkler Boyd, PA. Appearing as counsel for CLAS was Paul H. Hoefer of Robinson Gray Stepp & Laffitte, LLC. Appearing as counsel for Defendants Pereira Partners, LLC and Toorak Capital, LLC was Demetri K. Koutrakos of Callison Tighe & Robinson, LLC.

For the following reasons, Defendants' Motions are GRANTED as to Plaintiff's Fifth Cause of Action for Intentional Infliction of Emotional Distress and Ninth Cause of Action for Slander of Title only. As to all other remaining claims, Defendants' Motions are DENIED.

LEGAL STANDARD

A motion to dismiss a claim pursuant to Rule 12(b)(6) must be based "solely on allegations set forth in the complaint." *Doe v. Marion*, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007); *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005). A motion to dismiss should be granted if the facts and inferences therefrom would not entitle a plaintiff to "any relief on any theory of the case." *Stiles v. Onorato*, 318 S.C. 297, 300, 457 S.E.2d 601, 603 (1995). "The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief." *Doe*, 373 S.C. at 395, 645 S.E.2d at 247-48 (quoting *Gentry v. Yonce*, 337 S.C. 1, 5, 522 S.E.2d 137, 139 (1999)). Causes of action based on conclusory allegations without supporting facts are subject to dismissal under Rule 12(b)(6). *Jones v. Gilstrap*, 288 S.C. 525, 528, 343 S.E.2d 646, 648 (Ct. App. 1986).

ORDER

Under applicable South Carolina law, the allegations within the Complaint do not support Plaintiff's Fifth Cause of Action asserted against CLAS and CTIC for Intentional Infliction of Emotional Distress. *See Bergstrom v. Palmetto Health All.*, 358 S.C. 388, 401, 596 S.E.2d 42, 48 (2004) ("To state a claim for intentional infliction of emotional distress, a plaintiff must show (1) the defendant intentionally or recklessly inflicted severe emotional distress, or was certain or substantially certain that such distress would result from his conduct; (2) the 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; (3) the actions of defendant caused the

plaintiff's emotional distress; and (4) the emotional distress suffered by the plaintiff was so severe that no reasonable person could be expected to endure it.”) (omitting internal citations).

Under applicable South Carolina law, the allegations within the Complaint do not support Plaintiff's Ninth Cause of Action asserted against CLAS and CTIC for Slander of Title. *See Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 21-22, 567 S.E.2d 881, 892 (Ct. App. 2002) (“To maintain an action for slander of title in South Carolina, the plaintiff must establish: “(1) the publication (2) with malice (3) of a false statement (4) that is derogatory to plaintiff's title and (5) causes special damages (6) as a result of diminished value of the property in the eyes of third parties.”) (omitting internal citations).

Accordingly, Plaintiff's claims for Intentional Infliction of Emotional Distress and Slander of Title asserted against CLAS and CTIC are dismissed with prejudice.

The Court denies the Defendants' Motions to Dismiss pursuant to Rule 12(b)(6) on all remaining causes of action.

AND IT IS SO ORDERED.

Signature page to Follow



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

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.	)	

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. 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).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

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Horry
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021-CP-26-07668

ELECTRONICALLY FILED - 2023 Jan 17 5:02 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

Gloria Ormand Ward , plaintiff, et al**RCN Capital LLC , defendant, et al**

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : Plaintiff's Rule 59(e) SCRPC Motion to Reconsider is Denied.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

1/17/2023

Date

FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The “Information for the Judgment Index” section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the “Judgment in Favor of” column, enter the name of the party to whom the judgment is awarded. In the “Judgment Against” column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the “Judgment Amount” column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate “N/A” in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section “For the Clerk of Court Office Use Only” should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through “Circuit Court Judge” and indicate “Arbitrator” in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.



Horry Common Pleas

Case Caption: Gloria Ormand Ward , plaintiff, et al VS RCN Capital LLC ,
defendant, et al
Case Number: 2021CP2607668
Type: Order/Judgment and Form 4

So Ordered

s/ The Honorable Michael G. Nettles #2140

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

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this 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 Complaint, judgment by default will be rendered against you for the relief demanded in the 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
Attorney for Plaintiff

Myrtle Beach, South Carolina
November 18, 2021

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

The above-named Plaintiff, complaining of the Defendants herein, allege as follows:

Introduction

1. This is an action, brought by Gloria Ormand-Ward (hereinafter Ms. Ward)'s Guardian and Conservator, *inter alia*, to set aside 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 invalid.

2. The Plaintiff further contends that the subsequent transfers of Ms. Ward's home are invalid and should be declared null and void 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”).

4. By Order dated and filed on September 24, 2021, in Horry County Probate Court in Case No. 2021-GC-00069, the Horry County Probate Court 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. 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.) 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. 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 title searches, fiduciary and 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.

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

11. RCN Capital, LLC is a limited liability company organized and existing under the laws of the State of Connecticut, and is named as a party herein as it may claim an interest in the Home.

12. 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.

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. (See Exhibit D attached hereto and incorporated herein by reference.)

16. Defendant Providence Park at Antigua Property Owners Association Inc. ("the HOA") is a corporation organized and existing under the laws of the State of South Carolina, and is included as a party to the extent that 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 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

encumbrance on the Home, Mr. Litt approached 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 electronically recorded the deed on February 18, 2021 with the Horry County Register of Deeds, in Deed Book 4391 at Page 65 (see Exhibit F attached hereto and incorporated herein by reference) (hereinafter referred to as the “fraudulent Deed”).

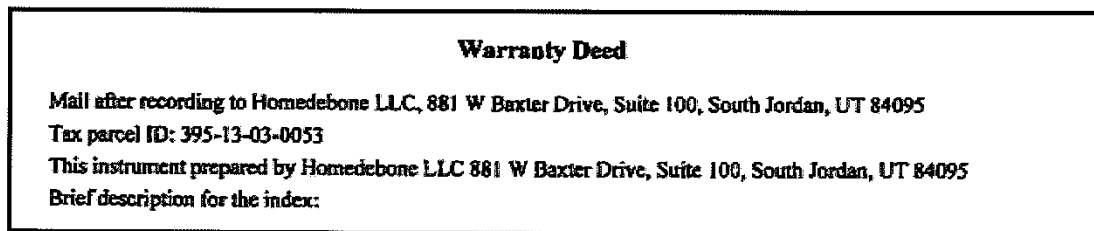


Fig. 1. Excerpt from fraudulent Deed, prepared by Homedebone, LLC, the grantee.

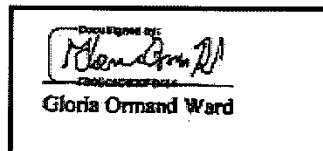


Fig. 2. Purported digital signature of Ms. Ward, the grantor, on fraudulent Deed

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.

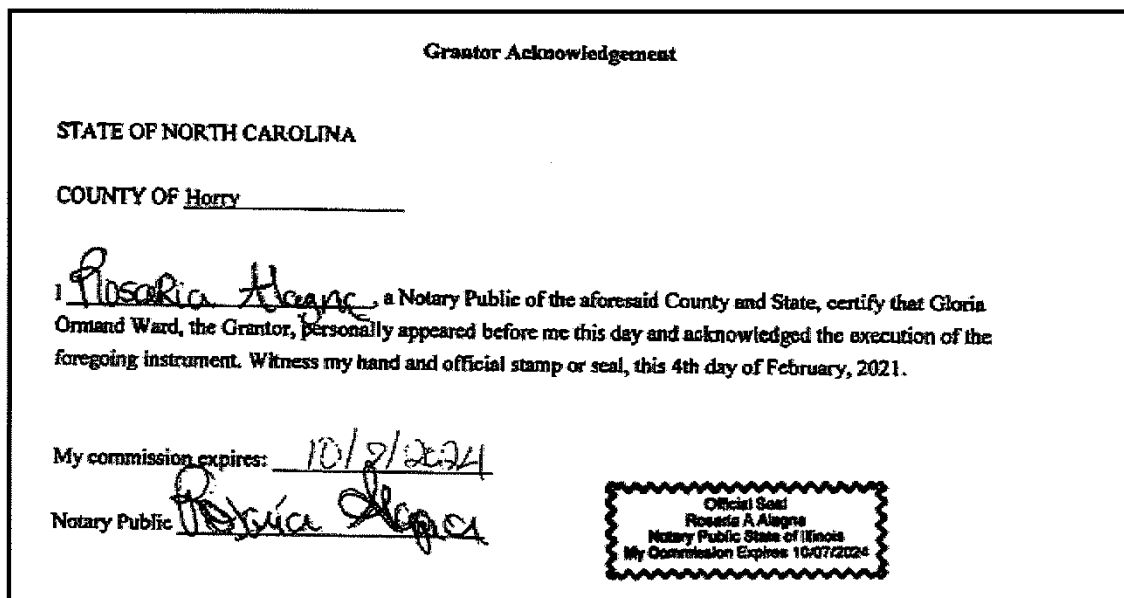


Fig. 3. Notary acknowledgment area of fraudulent Deed.

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, at the request of Mr. Litt, Defendant CLAS e-recorded the fraudulent Deed from its offices in Chicago, Illinois by using the Horry County Register of Deeds' electronic recording delivery service vendor, Corporation Service Company by way of its electronic recording portal.

30. A Transmittal Sheet accompanying the fraudulent Deed (Exhibit F, 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".

31. 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 G attached hereto and incorporated herein by reference). As alleged above, on information and belief, Mr. Litt is a resident of Illinois, not Utah.

32. 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 and CLAS, had already attempted to transfer to Homedebone, LLC.

33. 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*; the purported Power of Attorney is attached as Exhibit G and incorporated herein by reference). 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>DocuSigned by: AlexGospodarek</u> (Sign) <u>N</u> <u>1270657668</u> <u>AlexGospodarek</u> Witness Name: _____ Address: 272 Lake Shore Lane Bloomingdale IL 60108		
Witness: <u>Robert Alagna</u> (Sign) Witness Name: <u>Robert Alagna</u> Address: <u>100 W. Lake Street</u> <u>Bloomingdale, IL 60010</u>		<u>DocuSigned by: Gloria Ormand Ward</u> <u>1270657668</u> Gloria Ormand Ward (Principal)

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

34. 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 E attached hereto and incorporated herein by reference).

35. 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; full document is attached hereto as Exhibit E). She continued to occupy the Home as her residence during this time, believing that she owned her Home.

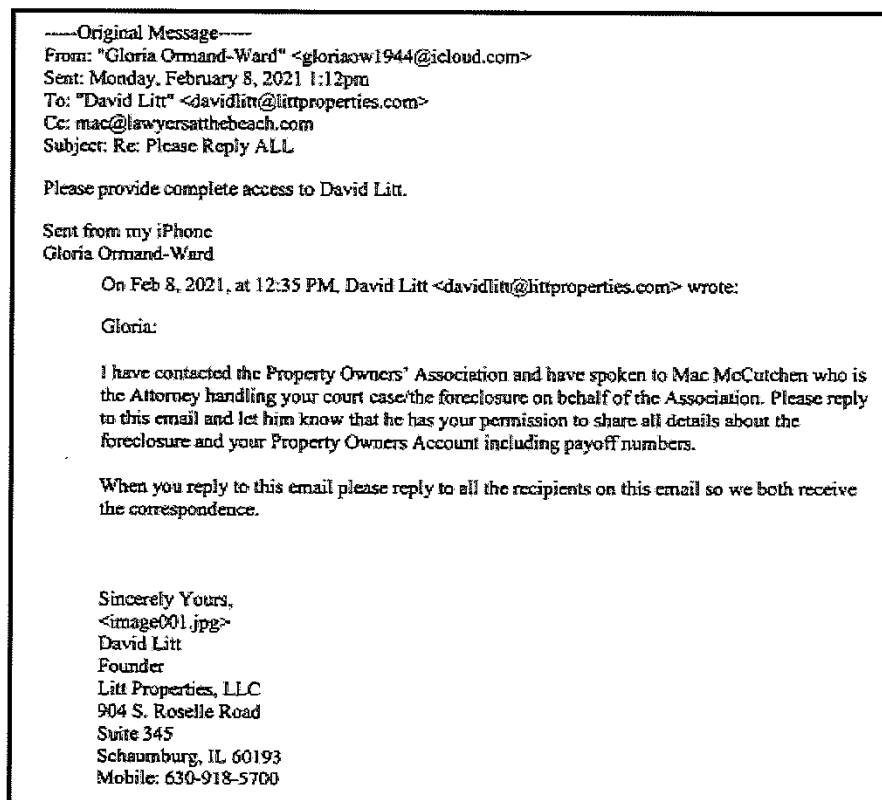


Fig. 5. Litt email instructing Ms. Ward to give him access to her HOA account.

36. 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.

37. 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, a Wyoming limited liability company, by deed recorded with the Horry County Register of Deeds in Deed Book 4406 at Page 1685 (see Exhibit H attached hereto and incorporated herein by reference) (hereinafter the "Pereira deed").

38. 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 I attached hereto and incorporated herein by reference).

39. 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 I at p. 17).

40. Shortly after the recording of the Pereira deed described above, and on information and belief with no advance notice to Ms. Ward, 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.

41. On April 12, 2021, RCN Capital, LLC, by and through its authorized signer, Matthew Gunter, 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 J attached hereto and incorporated herein by reference.)

42. 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 K 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.

43. 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.

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

45. Since the time the locks were changed and Ms. Ward was no longer able to live in the Home, she became homeless and, subsequently, had to be hospitalized.

46. 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, 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

47. Plaintiff incorporates the allegations of Paragraphs 1-46 of the Complaint as if they were repeated verbatim.

48. 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.

49. 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.

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

51. 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.

52. Defendants electronically filed the fraudulent Deed with the Horry County Register of Deeds.

53. 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 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

54. Plaintiff incorporates the allegations of Paragraphs 1-53 of the Complaint as if they were repeated verbatim.

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

56. 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.

57. If Ms. Ward electronically signed the fraudulent Deed, the representations made to her were false.

58. If Ms. Ward electronically signed the fraudulent Deed, the representations made to her were material in order to induce her to electronically signed the fraudulent Deed.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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 Chicago Land Agency Services, Inc.

65. Plaintiff incorporates the allegations of Paragraphs 1-64 of the Complaint as if they were repeated verbatim.

66. Defendant CLAS is in the business of, among other services, recording properly prepared and executed deeds.

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

68. Defendant CLAS has the duty to record deeds with the Horry County Register of Deeds that are in proper and recordable form. The fraudulent Deed was not in proper or recordable form.

69. The fraudulent Deed was defective in numerous ways, including, without limitation:

- 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 M incorporated herein by reference.)

I. The stated consideration of \$100.00 was totally inadequate for the purported sale of the Home.

70. The defects in the fraudulent Deed are apparent on their face and the fraudulent Deed should not have been recorded with the Horry County Register of Deeds.

71. The re-recorded Deed correcting a "scrivener's error" does not cure the defects contained in the fraudulent Deed.

72. Defendant CLAS acted negligently, grossly negligently, and recklessly in recording the fraudulent Deed.

73. As a direct and proximate cause of the recording of the fraudulent Deed by Defendant CLAS, 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 on behalf of Ms. Ward 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

74. Plaintiff incorporates the allegations of Paragraphs 1-73 of the Complaint as if they were repeated verbatim.

75. 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.

76. Ms. Ward, by and through her Guardian and Conservator, claims that the fraudulent Deed to the Home is null and void and 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.

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

78. 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 stating that none of the Defendants has any right, title or interest to the Home.

AS A FIFTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
As to Defendants Homedebone, LLC, David Litt, Rosaria A. Alagna
Chris Parker and CLAS

79. Plaintiff incorporates the allegations of Paragraphs 1-78 of the Complaint as if they were repeated verbatim.

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

81. 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.

82. 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.

83. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against these Defendants, 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, and CLAS

84. Plaintiff incorporates the allegations of Paragraphs 1-83 of the Complaint as if they were repeated verbatim.

85. 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.

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

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

88. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against these Defendants, 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**

89. Plaintiff incorporates the allegations of Paragraphs 1-88 of the Complaint as if they were repeated verbatim.

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

91. 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.

92. 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.

93. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against these Defendants, 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

94. Plaintiff incorporates the allegations of Paragraphs 1-93 of the Complaint as if they were repeated verbatim.

95. 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.

96. 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 these Defendants, 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 re seize 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, Pereira Partners, LLC,
NB Labor, LLC and John Newman

97. Plaintiff reasserts the allegations of paragraphs 1-96 above as fully as if set forth herein.

98. 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.

99. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against these Defendants, 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

100. Plaintiff reasserts the allegations of paragraphs 1-99 above as fully as if set forth herein.

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

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

103. It is against equity and good conscience to permit the Defendants to retain the Home and/or the profits from conveying the Home at a profit.

104. 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,
NB Labor, LLC, Pereira Partners, LLC and John Newman

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

107. 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.

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

109. Ms. Ward, by and through her Guardian and Conservator, believes that she is entitled to a judgment against these Defendants, jointly and severally, for all actual, compensatory, consequential, special and punitive damages, together with all attorneys fees and costs incurred herein.

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., jointly and severally, for her actual, compensatory, consequential, special and punitive damages, together with pre- and post-judgment interest as provided by law;
- 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 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 and Chicago Land Agency Services, Inc., 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 and Chicago Land Agency Services, Inc., 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 and Chicago Land Agency Services, Inc., 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 and Chicago Land Agency Services, Inc., 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 attorney fees, costs and disbursements incurred in bringing and maintaining this action; and,
- l) 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
November 18, 2021



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”).

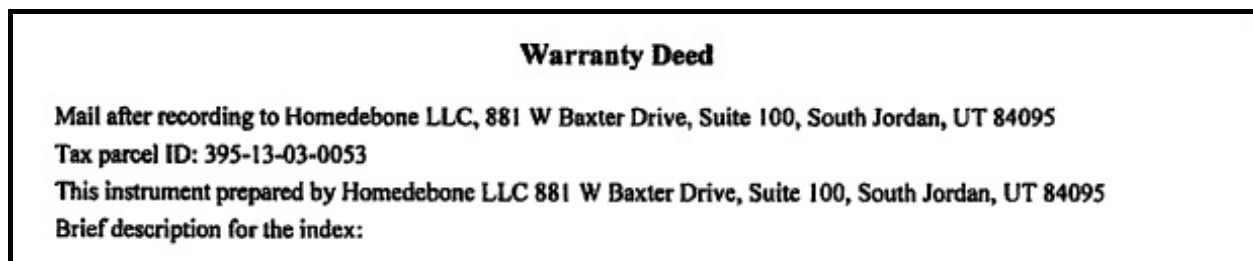


Fig. 1. Excerpt from Fraudulent Deed, prepared by Homedebone, LLC, the grantee.

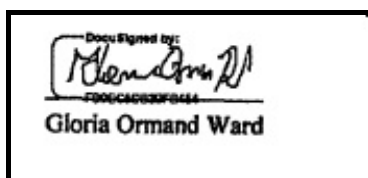


Fig. 2. Purported digital signature of Ms. Ward, the grantor, on Fraudulent Deed

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.

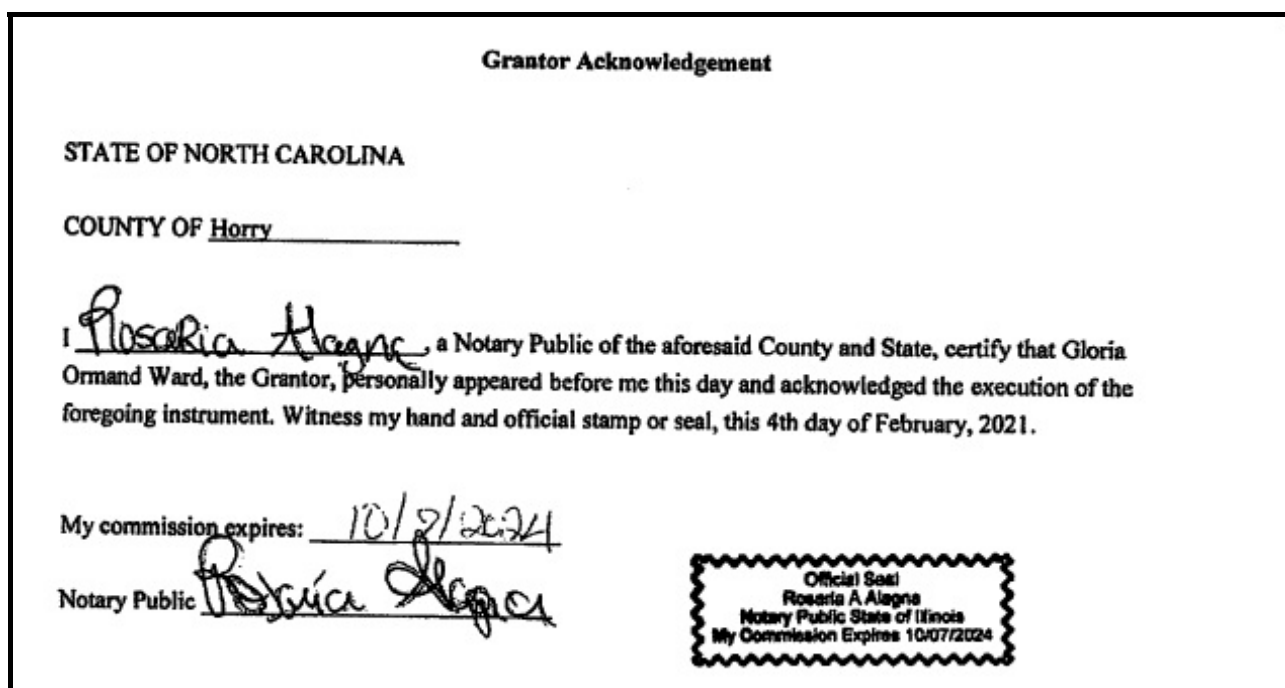


Fig. 3. Notary acknowledgment area of Fraudulent Deed.

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.

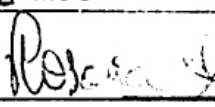
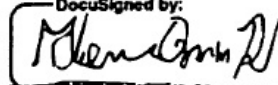
SIGNED, SEALED, AND DELIVERED in the presence of: DocuSigned by:  Witness: AlexGospodarek (Sign) DocuSigned by:  Witness Name: Alex Gospodarek Address: 272 Lake Shore Lane Bloomingdale IL 60108 DocuSigned by:  Witness: Robert Alagna (Sign) Witness Name: Robert Alagna Address: 272 Lake Shore Lane Bloomingdale, IL 60108	DocuSigned by:  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.

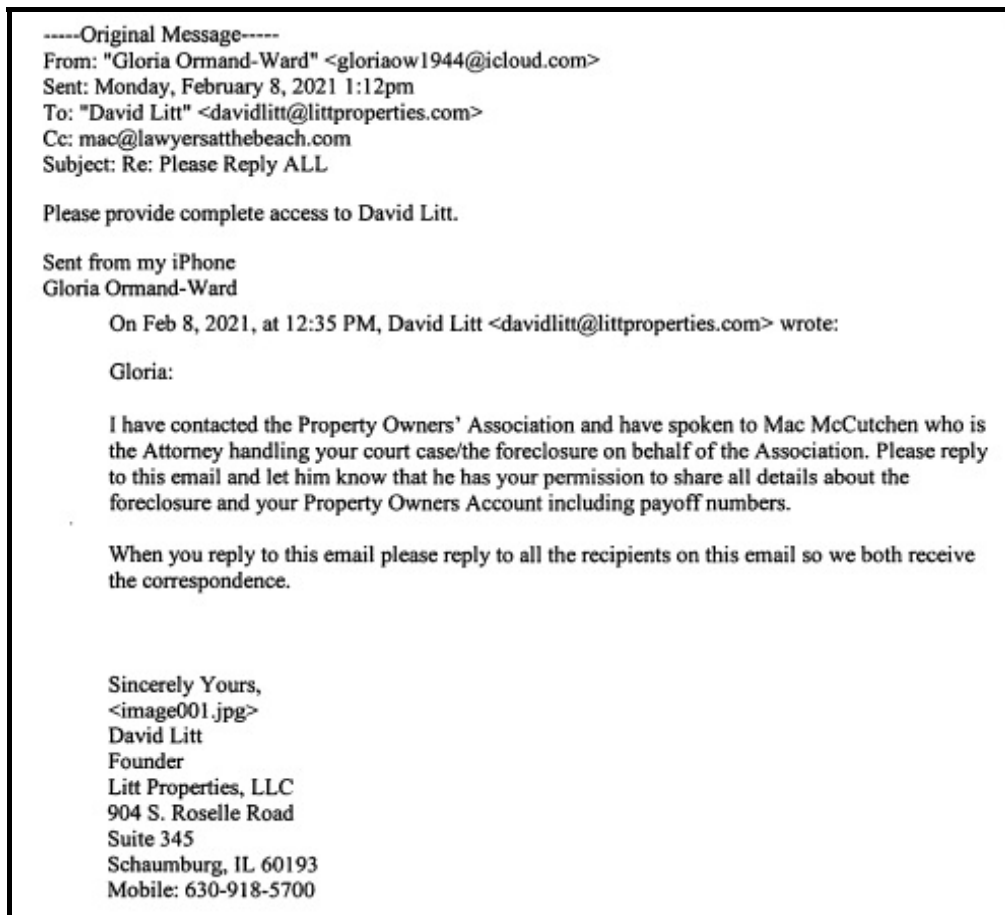


Fig. 5. Litt email instructing Ms. Ward to give him access to her HOA account.

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

Page 1 of 3

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.

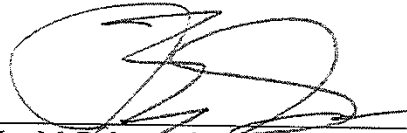
TO HAVE AND TO HOLD all and singular all my right, title and interest in and to the premises before mentioned unto the said GLORIA WARD-GOODE, her heirs and assigns forever.

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

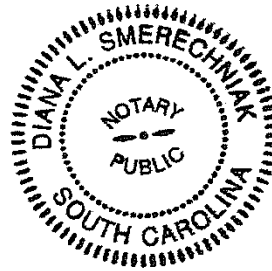


EXHIBIT B

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

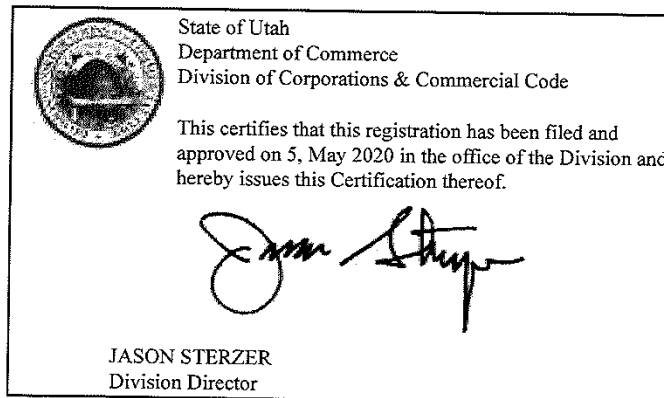
The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the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



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 - 2022 Mar 30 11:55 AM - HARRY - COMMON PLEAS - CASE#2021CP2607668
ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HARRY - 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



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

ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - HARRY - COMMON PLEAS - CASE#2021CP2607668
ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HARRY - 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

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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

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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.

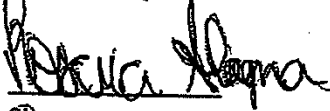
DocuSign Envelope ID: 856FB2B5-1FA8-4176-8CFB-36A847B12531

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



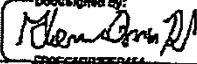
Name



Signature



Name

DocuSigned by:

Gloria Ormand Ward

DocuSign Envelope ID: 855FB2B5-1FA8-4178-BCFB-38A947B12531

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I, Rosaria Hagn, 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 Hagn



STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

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 2957, was transferred on 2/4/2021
by GLORIA JORDAN 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 ☐

- 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 _____

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

- 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: _____

- 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: _____

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

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

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 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>HOMEDEBONE LLC</u>		

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.

Power of Attorney

Page 2 of 8

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.

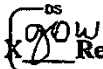
Liability of Attorney-in-fact

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.

6. Effective Date
~~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

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Power of Attorney

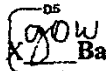
Page 3 of 8

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

 ^{DS}

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}

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

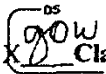
Page 4 of 8

 DS**Business Operating Transactions**

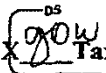
- d. To take any action my Attorney-in-fact deems necessary with any business that I may own or have an interest in by doing any act which can be done through an Attorney-in-fact. This power includes, but is not limited to, the power to execute, seal and deliver any instrument; participate in any legal 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.

 DS**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.

 DS**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.

 DS**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

 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.

 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.

 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)
Witness Name: Alex Gospodarek
Address: 272 Lake Shore Lane
Bloomington IL 60108

Witness: Roxanne Skypre (Sign)
Witness Name: Roxanne Skypre
Address: 141 Oak Ridge
Bloomington, IL 60108

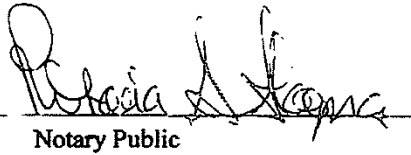
DocuSigned by:
Gloria Ormand Ward
Gloria Ormand Ward (Principal)

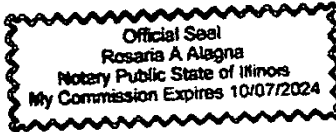
NOTARY ACKNOWLEDGMENT

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

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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

1

EXHIBIT G

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

39513030053.

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

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.

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

ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - Horry - COMMON PLEAS - CASE#2021CP2607668
ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thane 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.

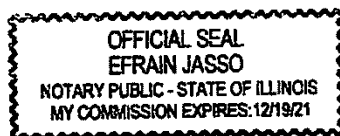
SWORN to before me this
5 day of April, 2021.

[Signature]
Notary Public Signature - (sign above)

Efrain Jasso
Notary Public Printed Name

My Commission Expires: 12-19-2021

(SEAL)



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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
EFFRAIN JASSO

STATE OF ILLINOIS

Homedebone LLC, a UT Limited Liability Company

Manager
Responsible Person Connected with Transaction

David Litt

Print or Type Name Here

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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

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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 Mortgagee 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.**

[Signature]
Witness: Farran Smith

Pereira Partners LLC

[Signature]
Witness: Jordan Hyman

By: [Signature]
Name: John Newman
Title: Authorized Signer

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. 29, 2024

ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - Horry - COMMON PLEAS - CASE#2021CP2607668
ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

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. relec 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

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,
paint, new countertops & landscaping

Location of Project:

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)

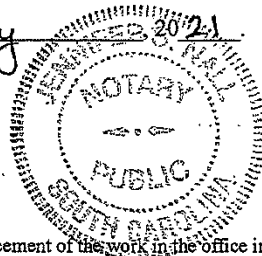
Its: CFO
(Print Title)

Date: 05-04-21

SWORN to before me this 4th day of May

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

ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - HORRY - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT I

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

ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - HORRY - COMMON PLEAS - CASE#2021CP2607668

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.....



REF211458176A

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: 6392, 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]

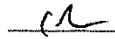
ELECTRONICALLY FILED - 2021 Nov 18 5:52 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

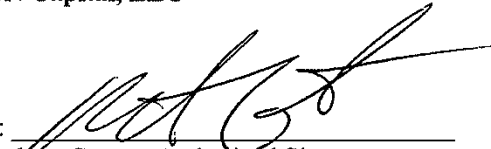
ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - HORRY - COMMON PLEAS - CASE#2021CP2607668

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


Witness: EMMA CONNELL

RCN Capital, LLC


Witness: CECELIA RISTOW

By: 
Matthew Gunter, Authorized Signer

STATE OF CONNECTICUT

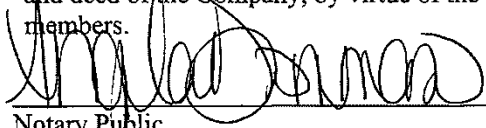
)

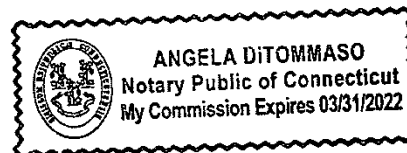
)ss. South Windsor

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.


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):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
<u>FULL BUSINESS NAME</u>		
<u>RCN CAPITAL LLC</u>		

GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
<u>FULL BUSINESS NAME</u>		
<u>TOORAK CAPITAL PARTNERS LLC</u>		

EXHIBIT J

39543030053

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

03503030053

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

ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - HORRY - COMMON PLEAS - CASE#2021CP2607668

Deed BK: 4442 PG: 983 Doctype: 001 07/14/2021 at 04:21:51 PM, 2 OF 6 EXEMPT
ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of
Deeds

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-38A947B12531

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.

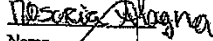
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the
right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that
the Grantor will warrant and defend the title against the lawful claims of all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

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ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - HORRY - COMMON PLEAS - CASE#2021CP2607668

Deed BK: 4442 PG: 984 Doctype: 001 07/14/2021 at 04:21:51 PM, 3 OF 6 EXEMPT
ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of
Deeds

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-36A947B12B31

Grantor Acknowledgement

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

I Rosalia 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 Rosalia Hagan



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

ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - 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:

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 29572,
bearing Horry County Tax Map Number 61084 DRYDRA WARD,
by GLOBAL DRYDRA WARD,
to HOMEDRYDRA, 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 12-24-40

(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):

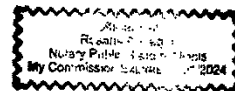
- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- (b) ☐ The fee is computed on the fair market value of the realty which is _____
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes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



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: _____



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
Rosalia Alagna
Notary Public Signature

My Commission Expires: 10/07/2024

David Litt
Responsible Person Connected w/Transaction (Signature)
ROSALIA ALAGNA
Responsible Person Connected w/Transaction (Printed)
ROSALIA ALAGNA
Notary Public Printed Name

Deed BK: 4442 PG: 986 Doctype: 001 07/14/2021 at 04:21:51 PM, 5 OF 6 EXEMPT
ELECTRONICALLY RECORDED Marion D. Foxworth III, Horry County, SC Registrar of
Deeds

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>HOMEDBONE LLC</u>		

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ELECTRONICALLY FILED - 2022 Mar 30 11:55 AM - Horry - COMMON PLEAS - CASE#2021CP2607668

**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: ,

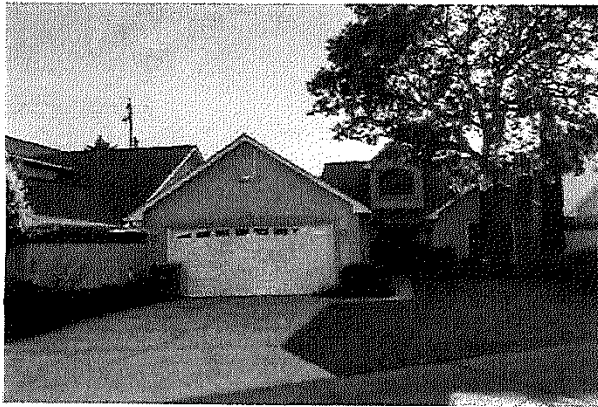
GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1.	<u>WARD</u>	<u>GLORIA</u>	<u>ORMAND</u>

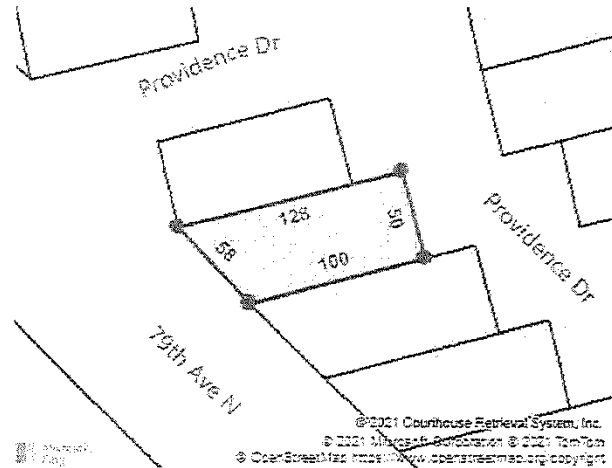
GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME
1. HOMEDEBONE LLC

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/Blk 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-Goode Gloria		
9/14/2012		\$5	Ward Ruth M	Ward Ruth M & Gloria Ward-Goode		3607/1247

Property Report for 682 PROVIDENCE DR. cont.

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	

Property Report for 682 PROVIDENCE DR. cont.

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: Homedebone, LLC

Entity Number: 11762474-0444 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: _____

Name: Rosa Alagna

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 Jul 2020
In this office of this Division and hereby issued
This Certificate thereof.

Examiner AUA

Date 07/22/20



Jason Stuerzer
Jason Stuerzer
Division Director

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 GRAMA (63G-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.

STATE OF SOUTH CAROLINA)

COUNTY OF Horry)

GLORIA ORMAND-WARD et al.)

Plaintiff(s))

vs.)

DAVID LITT, et al.)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CASE NO. 2021 CP -26-07668

AFFIDAVIT OF DEFAULT

PERSONALLY appeared before me John M. Leiter who, being duly sworn, states that (he) (she) the Attorney for the Plaintiff(s) and that more than thirty (30) days have elapsed since the service of the Summons and Complaint, exclusive of the date of service, upon the Defendant(s) Homedebone, LLC; and that no Answer, Demurrer or Notice of Appearance has been served upon (him) (her) as required by the Summons in this action; and that the Defendant(s) is / are not a member of the military service; and the Defendant(s) is / are in default.

Sworn to and Subscribed before me)

11th day of February, 2022)

Susan A. Kelly
Notary Public for South Carolina)

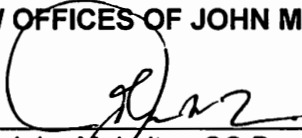
My Commission expires 08/16/2027)

John M. Leiter
Attorney(s) for Plaintiff

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	)	AFFIDAVIT OF DEFAULT
	)	AS TO ROSARIA ALAGNA A/K/A
vs.	)	ROSE ALAGNA
	)	
DAVID LITT, et al.	)	
	)	
Defendants.	)	

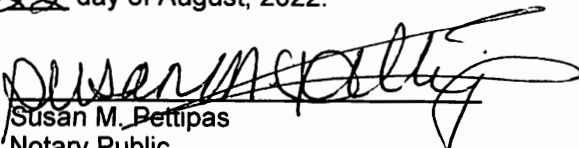
PERSONALLY APPEARED before me John M. Leiter who, being duly sworn, states that he is the Attorney for the Plaintiff and that more than thirty (30) days have elapsed since the service of the Amended Summons and Amended Complaint, exclusive of the date of service, upon the Defendant, Rosaria Alagna a/k/a Rose Alagna, via special process server, by hand delivery of copies thereof at her dwelling house or usual place of abode, on May 9, 2022, at 194 Duxbury Court, Unit D, Bloomingdale, IL 60108, pursuant to Rule 4(d)(1), SCRCP; and that no Answer, Demurrer or Notice of Appearance has been served upon him as required by the Summons in this action; and that the Defendant is not a member of the military service; and the Defendant is in default.

LAW OFFICES OF JOHN M. LEITER, PA

By: 
 John M. Leiter, SC Bar #3187
 405 79th Avenue North, Suite B
 Myrtle Beach, SC 29572
 Telephone: (843) 449-1451
 Facsimile: (843) 449-4884
jleiter@48th.com
 ATTORNEY FOR PLAINTIFF

Myrtle Beach, South Carolina
 August 22, 2022

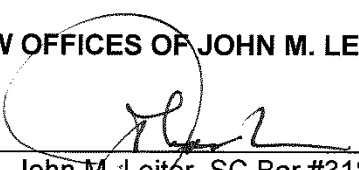
Sworn to and subscribed before me, a notary public in and for the State of South Carolina, this
 22 day of August, 2022.


 Susan M. Pettipas
 Notary Public
 My Commission Expires: 08/16/2027

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	)	AFFIDAVIT OF DEFAULT
	)	AS TO CHRIS PARKER
vs.	)	
	)	
DAVID LITT, et al.	)	
	)	
Defendants.	)	

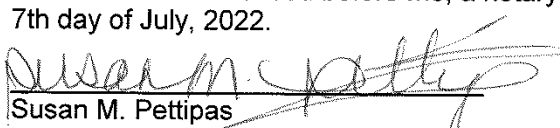
PERSONALLY APPEARED before me John M. Leiter who, being duly sworn, states that he is the Attorney for the Plaintiff and that more than thirty (30) days have elapsed since the service of the Amended Summons and Amended Complaint, exclusive of the date of service, upon the Defendant, Chris Parker, via special process server, by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, on May 17, 2022, at 8575 South Kenwood Avenue, Chicago, IL 60619, pursuant to Rule 4(d)(1), SCRCP; and that no Answer, Demurrer or Notice of Appearance has been served upon him as required by the Summons in this action; and that the Defendant is not a member of the military service; and the Defendant is in default.

LAW OFFICES OF JOHN M. LEITER, PA

By: 
 John M. Leiter, SC Bar #3187
 405 79th Avenue North, Suite B
 Myrtle Beach, SC 29572
 Telephone: (843) 449-1451
 Facsimile: (843) 449-4884
Jleiter@48th.com
 ATTORNEY FOR PLAINTIFF

Myrtle Beach, South Carolina
 July 7, 2022

Sworn to and subscribed before me, a notary public in and for the State of South Carolina, this 7th day of July, 2022.


 Susan M. Pettipas
 Notary Public
 My Commission Expires: 08/16/2027

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	Civil Action No: 2021-CP-26-07668
	)	
Gloria Ormand-Ward by and through her	)	
Guardian and Conservator, CDM	)	
Corporation, through its representative,	)	
Stephen Mantell,	)	
	)	
Plaintiff,	)	
	)	CHICAGO LAND AGENCY SERVICES,
v.	)	INC.'S MOTION TO DISMISS
	)	PURSUANT TO RULE 12(B)(6)
	)	
David Litt, Homedebone, LLC, Rosaria A.	)	
Alagna aka Rose Alagna; Chris Parker;	)	(SUPPLEMENTED TO ADDRESS
Chicago Land Agency Services, Inc.;	)	ADDITIONAL CLAIMS ASSERTED IN
Chicago Title Insurance Company; Pereira	)	AMENDED COMPLAINT)
Partners, LLC; NB Labor, LLC dba	)	
Newman Brothers General Contractors;	)	
John Newman; and Toorak Capital, LLC,	)	
	)	
Defendants.	)	
	)	

Defendant Chicago Land Agency Services, Inc. (“CLAS” or “Defendant”) denies liability to Plaintiff and denies any wrongdoing. CLAS further moves pursuant to South Carolina Rule of Civil Procedure 12(b)(6) for an order dismissing it from this action.

This Motion is filed in response to Plaintiff’s Amended Complaint, and CLAS specifically incorporates and relies upon its prior Motion to Dismiss filed on January 27, 2022 and its Memorandum in Support of Motion to Dismiss filed on March 25, 2022, both initially filed in response to Plaintiff’s original Complaint. In this Motion, CLAS intends only to supplement its prior filings to address the two additional claims asserted against it in the Amended Complaint, which are Plaintiff’s Ninth Cause of Action for Slander of Title and Twelfth Cause of Action for Civil Conspiracy.

RELEVANT PROCEDURAL HISTORY

Filing or Scheduled Date	Description	Status
Nov. 18, 2021	Summons and Complaint	
Jan. 27, 2022	CLAS's Motion to Dismiss	Currently scheduled for hearing June 1, 2022
March 25, 2022	CLAS's Memorandum Supporting Motion to Dismiss	Currently scheduled for hearing June 1, 2022
March 30, 2022	Plaintiff's Amended Complaint	
April 5, 2022	Hearing on CLAS's Motion to Dismiss was originally scheduled on April 5, 2022	Hearing continued to June 1, 2022
April 12, 2022	Plaintiff's Motion to Amend Complaint	
April 26, 2022	Consent Order Allowing Amended Complaint	

ARGUMENT**1. Plaintiff's slander of title claim fails as a matter of law.**

"The term 'slander of title' is defined as a false and malicious statement, oral or written, made in disparagement of a person's title to real or personal property, causing him injury." *Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 18–19, 567 S.E.2d 881, 890–91 (Ct. App. 2002) (omitting internal citations).

The South Carolina Court of Appeals acknowledged "the second Restatement of Torts provides the general guidelines which modern courts generally follow in identifying the elements of slander of title." Restatement (Second) of Torts § 623A (1977) provides:

One who publishes a false statement harmful to the interests of another is subject to liability for pecuniary loss resulting to the other if

(a) he intends for publication of the statement to result in harm to interests of the other having a pecuniary value, or either recognizes or should recognize that it is likely to do so, and

(b) he knows that the statement is false or acts in reckless disregard to its truth or falsity

Id. at 21, 891.

To maintain an action for slander of title in South Carolina, the plaintiff must establish: “(1) the publication (2) with malice (3) of a false statement (4) that is derogatory to plaintiff’s title and (5) causes special damages (6) as a result of diminished value of the property in the eyes of third parties.” *Id.* at 21–22, 892 (omitting internal citations). A publication is derogatory to the plaintiff’s title if the publication disparages or diminishes the quality, condition, or value of the property. *Huff v. Jennings*, 319 S.C. 142, 150, 459 S.E.2d 886, 891 (Ct. App. 1995) (omitting internal citations).

There are no facts pled to underpin a slander of title claim against CLAS. By example, slander of title often involves an alleged publication which prevents an owner from selling land, and a plaintiff must present evidence that a specific third-party was substantially influenced by a publication in refusing to make a purchase that he or she otherwise would have made.

Here, CLAS only acted to record a deed, and there is no claim or basis upon which to find the necessary elements of slander of title, including special damages for Plaintiff “as a result of diminished value of the property in the eyes of third parties.” Instead, in this case, Plaintiff seeks to void a deed and have property returned to her. In essence, this is a “loss of property” case, not one based on disparagement in land value. Without special damages based on diminished land value, Plaintiff’s slander of title claim fails as a matter of law.

2. Plaintiff's civil conspiracy claim fails as a matter of law.

A plaintiff asserting a civil conspiracy claim must establish (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff. *Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 574–75, 861 S.E.2d 774, 780 (2021), *reh'g denied* (Aug. 18, 2021) (omitting internal citations).

In *Paradis*, the South Carolina Supreme Court abolished what was known as the *Todd* rule which required special damages be pled in connection with a civil conspiracy claim. *See Todd v. S.C. Farm Bureau Mut. Ins. Co.*, 276 S.C. 284, 293, 278 S.E.2d 607, 611 (1981) *rev'd on other grounds*, 283 S.C. 155, 321 S.E.2d 602 (1984) *quashed in part on other grounds*, 287 S.C. 190, 336 S.E.2d 472 (1985). However, the Court held that *Todd* correctly concluded the civil conspiracy claim in that case failed as a matter of law because the plaintiff had failed to plead overt acts in furtherance of the conspiracy and its reliance upon the same acts as the prior claims was insufficient to salvage the claim. *Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 573, 861 S.E.2d 774, 779–80 (2021), *reh'g denied* (Aug. 18, 2021)

A claim for civil conspiracy must allege additional acts in furtherance of a conspiracy rather than reallege other claims within the complaint. *See Todd v. S.C. Farm Bureau Mut. Ins. Co.*, 276 S.C. 284, 293, 278 S.E.2d 607, 611 (1981) *rev'd on other grounds*, 283 S.C. 155, 321 S.E.2d 602 (1984) *quashed in part on other grounds*, 287 S.C. 190, 336 S.E.2d 472 (1985); *see also Kuznik v. Bees Ferry Assocs.*, 342 S.C. 579, 611, 538 S.E.2d 15, 31 (Ct. App. 2000) (“Because [the third party plaintiff] ... merely realleged the prior acts complained of in his other causes of action as a conspiracy action but failed to plead additional acts in furtherance of the conspiracy,

he was not entitled to maintain his conspiracy cause of action.”); *see also Doe v. Erskine Coll.*, No. 8:04–23001RBH, 2006 WL 1473853, at 17 (D.S.C. May 25, 2006) (granting defendant's motion for summary judgment on plaintiff's civil conspiracy action because “the Complaint does not plead specific facts in furtherance of the conspiracy; instead the Complaint simply restates alleged wrongful acts pled in relation to the plaintiff's other claims for damages.”); *see also James v. Pratt & Whitney*, 126 Fed. Appx. 607, 613, 2005 WL 670623 (D.S.C.2005) (“If appellant failed to allege facts for his civil conspiracy claim separate and distinct from his other two claims, then his civil conspiracy claim would fail under *Todd*.”).

As noted, the fifth cause of action does no more than incorporate the prior allegations and then allege the existence of a civil conspiracy and pray for damages resulting from the conspiracy. No additional acts in furtherance of the conspiracy are plead. The only alleged wrongful acts plead are those for which damages have already been sought. Paragraph 8 in the first cause of action in fact alleges, *inter alia*, “That without cause or justification, the defendants, ... conspired to and did intentionally interfere or otherwise render impossible the performance by the plaintiff of the employment contracts with certain of the other defendants” (Emphasis added).

The trial judge erred by overruling the demurrer to the conspiracy cause of action in the complaint, since Todd can recover no additional damages for the alleged fifth cause of action. The rule applicable to these pleadings is stated at 15A C.J.S. Conspiracy s 33, at 718.

“Where the particular acts charged as a conspiracy are the same as those relied on as the tortious act or actionable wrong, plaintiff cannot recover damages for such act or wrong, and recover likewise on the conspiracy to do the act or wrong.”

Todd seeks damages in his first four causes of action for the same acts incorporated by the fifth cause. He is therefore precluded from seeking damages for the same acts yet again. As such, the fifth cause fails to state an action.

Todd v. S.C. Farm Bureau Mut. Ins. Co., 276 S.C. 284, 292–93, 278 S.E.2d 607, 611 (1981), *overruled by Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 861 S.E.2d 774 (2021).

Here, because Plaintiff's civil conspiracy claim fails to allege additional acts in furtherance of a conspiracy and instead only realleges prior allegations and claims already made within the complaint, the civil conspiracy claim fails as a matter of law.

CLAS has moved to dismiss all causes of action against it, but if any portion of this motion is denied, CLAS will file a responsive pleading. This Motion is supported by South Carolina case law, the South Carolina Rules of Civil Procedure, the Memorandum of Law in Support of Motion to Dismiss, and any other materials this Defendant may submit to the Court.

s/ Paul H. Hoefer

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May 25, 2022

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	)	
	)	DEFENDANT CHICAGO TITLE
Plaintiff,	)	INSURANCE COMPANY'S MOTION TO
	)	DISMISS FOR FAILURE TO STATE A
vs.	)	CLAIM AND LACK OF PERSONAL
	)	JURISDICTION
	)	
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.	)	

PLEASE TAKE NOTICE THAT Defendant Chicago Title Insurance Company ("Chicago Title") hereby moves the Court pursuant to Rules 12(b)(2) and 12(b)(6), SCRCPP, for an order dismissing it from this case on the grounds that this Court lacks personal jurisdiction over Chicago Title and Plaintiff has failed to state a claim for relief against Chicago Title. The basis of Chicago Title's motion is as follows:

- Plaintiff cannot exercise general jurisdiction over Chicago Title because Chicago Title is not "at home" in South Carolina in that it is neither incorporated in South Carolina nor has its principal place of business in South Carolina;
- Plaintiff cannot exercise specific jurisdiction over Chicago Title because Chicago Title did not direct any activities to South Carolina, and the actions of CLAS cannot be imputed to Chicago

Title since Chicago Title is merely a shareholder of CLAS, a corporation, which precludes a finding of joint venture liability;

- Plaintiff has failed to state a claim against Chicago Title because its allegations of liability against Chicago Title are based on the existence of a joint venture, but it also alleges CLAS to be a corporation, which precludes the existence of joint venture liability; and
- Even if Chicago Title could be liable as a joint venturer with Chicago Land Agency Services, Inc. (“CLAS”), Plaintiff’s claims would still fail as a matter of law.

The grounds for this relief are further set forth in the accompanying memorandum of law and affidavit filed contemporaneously herewith, the pleadings in this case, and any submissions offered hereafter in support of this motion.

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June 1, 2022

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	)	DEFENDANT CHICAGO TITLE
	)	INSURANCE COMPANY'S
Plaintiff,	)	MEMORANDUM IN SUPPORT OF
	)	MOTION TO DISMISS FOR FAILURE
vs.	)	TO STATE A CLAIM AND LACK OF
	)	PERSONAL JURISDICTION
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.	)	

Defendant Chicago Title Insurance Company (“Chicago Title”) has moved the Court pursuant to Rules 12(b)(2) and 12(c), SCRCP, for an order dismissing it from this case on the grounds that this Court lacks personal jurisdiction over Chicago Title and Plaintiff has failed to state a claim for relief against Chicago Title. The basis of Chicago Title’s motion is as follows:

- Plaintiff cannot exercise general jurisdiction over Chicago Title because Chicago Title is not “at home” in South Carolina in that it is neither incorporated in South Carolina nor has its principal place of business in South Carolina;
- Plaintiff cannot exercise specific jurisdiction over Chicago Title because Chicago Title did not direct any activities to South Carolina, and the actions of Chicago Land Agency Services, Inc. (“CLAS”) cannot be imputed to Chicago Title since Chicago Title is merely a shareholder of CLAS, a corporation, which precludes a finding of joint venture liability; and
- Plaintiff has failed to state a claim against Chicago Title because its allegations of liability against Chicago Title are based on the existence of a joint venture, but it also alleges CLAS to be a corporation, which precludes the existence of joint venture liability.

SUMMARY OF PLAINTIFF'S ALLEGATIONS

The essence of Plaintiff's allegations in this case is that certain of the named defendants engaged in a scheme to acquire residential property from Gloria Ormand-Ward. Plaintiff alleges that Defendant David Litt contacted Ormand-Ward with an offer to help stop a foreclosure action that had been filed by her HOA in September 2020 to foreclose its lien on the property. (Am. Comp. ¶¶ 22-23). On February 4, 2021, Defendant Homedebone LLC, which is managed by Litt, prepared a warranty deed purportedly signed by Ms. Ward via DocuSign transferring the property to Homedebone. (*Id.* ¶¶ 24, 38). Plaintiff contends either that Ormand-Ward's signature was fraudulently affixed by Litt, Homedebone, Alagna and/or Parker, or that it was the result of false representations made by those defendants. (*Id.* ¶¶ 52, 60-66).

Plaintiff alleges that the deed was defective in that the notary certified that she was a notary public of "North Carolina" (rather than South Carolina), even though she was not a notary public of North Carolina or South Carolina. (*Id.* ¶ 26). The transmittal sheet lists CLAS "as the place to return the Fraudulent Deed after recording." (Am. Comp. at ¶31(B)). Plaintiff asserts that "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." (*Id.* ¶ 30). This deed was re-recorded in July 2021 to correct alleged scrivener's errors. (*Id.* ¶ 43). There is no allegation that CLAS or Chicago Title was involved in that recording. On February 5, 2021, Ms. Ward's name was also signed via DocuSign to a Power of Attorney for Financial Management appointing Litt as her attorney-in-fact. (*Id.* ¶¶ 32-33).

The allegations against Chicago Title are entirely derivative of the claims against CLAS. Specifically, Plaintiff alleges "On information and belief, CLAS and Chicago Title are joint venture

partners.” (*Id.* ¶ 29). This allegation is based on a statement on the CLAS website that says “CLAS is a joint venture with Chicago Title Insurance Company . . .” (*Id.*). Based on this, and this alone, Plaintiff seeks to impose liability on Chicago Title for the recording of the deed that transferred title from Ormand-Ward to Homedebone. Plaintiff has pled claims of Negligence, Quiet Title, Intentional Infliction of Emotional Distress, Unfair Trade Practices, Slander of Title, and Civil Conspiracy against CLAS and Chicago Title.

I. LACK OF PERSONAL JURISDICTION

A. General Principles of Jurisdiction

Although Chicago Title is the moving party, the burden is on the Plaintiff to establish jurisdiction. *See Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012) (“[T]he party seeking to invoke personal jurisdiction over a nonresident defendant via our long-arm statute bears the burden of proving the existence of personal jurisdiction.”). “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.” *Power Prods. & Servs. Co. v. Kozma*, 379 S.C. 423, 430, 665 S.E.2d 660, 664 (Ct. App. 2008).

To establish personal jurisdiction over a non-resident defendant in South Carolina, two conditions must be met: (1) the exercise of jurisdiction must be authorized by the long-arm statute, and (2) the exercise of jurisdiction must comport with due process requirements under the Fourteenth Amendment. *See Southern Plastics Co. v. Southern Commerce Bank*, 310 S.C. 256, 260, 423 S.E.2d 128, 130-31 (S.C. 1992); *Callum v. CVS Health Corp.*, 137 F. Supp.3d 817, 834 (D.S.C. 2015); *ESAB Group, Inc. v. Centricut, LLC*, 34 F. Supp. 2d 323, 328 (D.S.C. 1999). However, South Carolina’s long-arm statute “has been construed to extend to the limits of due

process.” *Southern Plastics*, 310 S.C. at 258, 423 S.E.2d at 129 (“In addition, we take this opportunity to adopt the due process analysis articulated by the United States Supreme Court in regard to the exercise of personal jurisdiction.”); *see also Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (S.C. 2005) (stating that South Carolina “treats its long-arm statute as coextensive with the due process clause”); *Callum*, 137 F. Supp.3d at 834; *ESAB Group*, 34 F. Supp. 2d at 328. Accordingly, “the statutory inquiry necessarily merges with the constitutional inquiry, and the two inquiries essentially become one.” *Callum*, 137 F. Supp.3d at 834; *see also Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508 (“Because South Carolina treats its long-arm statute as coextensive with the due process clause, the sole question becomes whether the exercise of personal jurisdiction would violate due process.”); *ESAB Group*, 34 F. Supp. 2d at 328 (finding that the statutory and constitutional two-step inquiry “compresses into one: whether the due process requirements are met.”).

As the Supreme Court of the United States has recently reiterated, to satisfy due process, a State “may authorize its courts to exercise personal jurisdiction over an out-of-state defendant if the defendant has 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*, 134 S.Ct. 746, 754 (2014) (quoting *International Shoe Co. v. Washington*, 66 S. Ct. 154) (internal quotations omitted). Two categories of personal jurisdiction are derived from the “canonical” opinion in *International Shoe*: (1) specific jurisdiction and (2) general jurisdiction. *See Daimler*, 134 S.Ct. at 754.

B. General Jurisdiction Is Lacking Because Chicago Title Is Not at “Home” in South Carolina

Chicago Title is not subject to general jurisdiction because it is not “at home” in South Carolina. Constitutional due process concerns limit the scope of general jurisdiction over

corporations, and the Supreme Court has held that courts can only assert general over corporations whose “affiliations with the [forum] state are so ‘continuous and systematic as to render them at home in the forum state.’” *Daimler AG v. Bauman*, 571 U.S. 117, 127 (2014) (citing *Goodyear Dunlop Tier Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011)). According to the Court, corporations are “at home” where they are incorporated and where they maintain their principal places of business. *Id.* at 138.

In *Daimler AG v. Bauman*, 571 U.S. 117 (2014), the United States Supreme Court described the “limited set of affiliations with a forum” that will render a defendant “at home,” and therefore subject to general jurisdiction:

For an individual, the paradigm forum for the exercise of general jurisdiction is the individual’s domicile; for a corporation, it is an equivalent place, one in which the corporation is fairly regarded as at home. **With respect to a corporation, the place of incorporation and principal place of business are paradigm . . . bases for general jurisdiction.**

Daimler, 517 U.S. at 137 (internal citations and quotations omitted) (emphasis added). These “paradigm bases” provide “at least one clear and certain forum in which a corporate defendant may be sued on any and all claims.” *Id.*

The Court in *Daimler* specifically rejected as “unacceptably grasping” the Plaintiff’s invitation to look beyond the paradigm bases and “approve the exercise of general jurisdiction in every State in which a corporation engages in a substantial, continuous, and systematic course of business.” *Id.* at 138. Significantly, the Court in *Daimler* refused to permit California to exercise jurisdiction over the defendant manufacturer even though one of its business units was “the largest supplier of luxury vehicles to the California market”; it had “multiple California-based facilities;” and it derived \$4.6 billion from its California-based sales. *Id.* at 123, 148. *See also Goodyear*, 564 U.S. at 922 (rejecting the plaintiffs’ attempt to assert jurisdiction over a defendant whose tires

reached the forum state as a result of a “highly-organized distribution process.”). Moreover, only in the “exceptional case” may general jurisdiction be established in a forum state other than the state of incorporation or the principal place of business. *Daimler*, 571 U.S. at 139 n.19.

Indeed, the Court has said that “in the wake of *International Shoe*, specific jurisdiction has become the centerpiece of modern jurisdiction theory, while general jurisdiction plays a reduced role.” *Goodyear*, 564 U.S. at 925; *Daimler*, 571 U.S. at 128. Moreover, “a corporation's continuous activity of some sorts within a state is not enough to support the demand that the corporation be amenable to suits unrelated to that activity.” *Daimler*, 571 U.S. at 132 (internal quotations omitted); *International Shoe*, 66 S.Ct. at 159. Otherwise any company doing business in any State would effectively be subject to **any** lawsuit there, which is an “unacceptably grasping” position and impermissible under the Due Process clause. *Daimler*, 571 U.S. at 138. (emphasis added);

Under the Supreme Court’s pronouncements in *Goodyear* and *Daimler*, Chicago Title is not “at home” in South Carolina, and therefore is not subject to general jurisdiction in the courts of this State. Chicago Title is incorporated in Florida and its principal place of business is in Florida. (Cusack Aff., at ¶ 2, attached as **Ex. A**), and thus it is not “at home” in South Carolina such that it would be subject to general jurisdiction. *See, e.g., Fancy That! Bistro & Catering, LLC v. Sentinel Ins. Co.*, 2021 WL 4804974, at *4 (D.S.C. Oct. 14, 2021) (finding no general jurisdiction where the defendant was not incorporated in South Carolina and did not maintain a principal place of business here).¹

C. Specific jurisdiction Is Lacking Because Chicago Title Did Not Direct Any Suit-Related Activities Towards South Carolina

¹ Chicago Title also notes that there does not appear to be general jurisdiction over CLAS since CLAS is not incorporated in South Carolina, nor does it have a principal place of business in South Carolina. (Am. Comp. ¶11).

Specific jurisdiction involves a suit that “aris[es] out of or relat[es] to the defendant’s contacts with the forum.” *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 414 n.8. In order to satisfy due process in a specific jurisdiction case, **“the defendant’s suit-related conduct must create a substantial connection with the forum State.”** *Walden v. Fiore*, 571 U.S. 277, 284 (2014) (emphasis added). As explained by the *Walden* court:

Due process limits on the State’s adjudicative authority principally protect the liberty of the nonresident defendant—not the convenience of plaintiffs or third parties. *See World-Wide Volkswagen Corp., supra*, at 291-292, 100 S.Ct. 559. We have consistently rejected attempts to satisfy the defendant-focused “minimum contacts” inquiry by demonstrating contacts between the plaintiff (or third parties) and the forum State. *See Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 417, 104 S.Ct. 1868, 80 L.Ed.2d 404 (1984) (“[The] unilateral activity of another party or a third person is not an appropriate consideration when determining whether a defendant has sufficient contacts with a forum State to justify an assertion of jurisdiction”). We have thus rejected a plaintiff’s argument that a Florida court could exercise personal jurisdiction over a trustee in Delaware based solely on the contacts of the trust’s settlor, who was domiciled in Florida and had executed powers of appointment there. *Hanson v. Denckla*, 357 U.S. 235, 253–254, 78 S.Ct. 1228, 2 L.Ed.2d 1283 (1958). We have likewise held that Oklahoma courts could not exercise personal jurisdiction over an automobile distributor that supplies New York, New Jersey, and Connecticut dealers based only on an automobile purchaser’s act of driving it on Oklahoma highways. *World-Wide Volkswagen Corp., supra*, at 298, 100 S.Ct. 559. Put simply, however significant the plaintiff’s contacts with the forum may be, those contacts cannot be “decisive in determining whether the defendant’s due process rights are violated.” *Rush*, 444 U.S., at 332, 100 S.Ct. 571.

Walden, 571 U.S. at 284-85; *see also Companion Prop. and Casualty Ins. Co. v. U.S. Bank Nat’l Assoc.*, 2016 WL 6781057, at *9 (opinion by Judge Childs declining to exercise personal jurisdiction and emphasizing that “*the defendant’s suit-related conduct* must create a substantial connection with the forum State.”) (emphasis in original); *Hinkle v. Continental Motors, Inc.*, 2017 WL 4574794 (D.S.C. 2017) (opinion by Judge Gergel declining to exercise jurisdiction over case

involving plane crash that occurred in South Carolina, because the suit did not arise out of defendant's contacts with South Carolina); *Hidria, USA, Inc.*, 415 S.C. 533, 783 S.E.2d 839 (Ct. App. 2016) (no jurisdiction over a Slovenian company because there was no evidence that defendant "had a manifest intent to target South Carolina readers).

The specific jurisdiction minimum contacts analysis "requires a court to find that the defendant directed its activities to a resident of this State and that the cause of action arises out of or relates to those activities." *S. Plastics Co. v. S. Com. Bank*, 310 S.C. 256, 261, 423 S.E.2d 128, 131 (1992) (citing *Aviation Associates & Consultants, Inc. v. Jet Time, Inc.*, 303 S.C. 502, 508, 402 S.E.2d 177, 180 (1991)). "In addition, **the defendant's activities directed to a resident of this State must be its own and not the unilateral activities of some other entity.**" *Id.* (citing *Aviation*, 303 S.C. at 507, 402 S.E.2d at 180). "The defendant must purposefully avail itself of the privileges of conducting activities in this State, thus invoking the benefits and protections of our laws." *Id.* (citing *Aviation*, 303 S.C. at 508, 402 S.E.2d at 180); *see also Lesnick v. Hollingsworth & Vose Co.*, 35 F.3d 939, 945 (4th Cir. 1994) "The touchstone of the minimum contacts analysis is that the out-of-state defendant must have engaged in some activity purposefully directed toward the forum state.")

Here, Chicago Title did not direct any suit related activities at South Carolina. Plaintiff alleges "[o]n information and belief, CLAS and Chicago Title are joint venture partners." (Am. Comp. ¶29). This allegation is based on a statement on CLAS's website that states that "CLAS is a joint venture partnership with Chicago Title Insurance Company . . ." (*Id.*). There are no other facts pled to support the allegation of a joint venture. However, regardless of that statement, CLAS cannot be a joint venture under the law since, as alleged in the Amended Complaint, it is a

corporation. (Am. Comp. ¶11). Chicago Title is a shareholder (owing a 49.9% interest) in that corporation. (Cusack Aff. at ¶4, Ex. A).

A “joint venture” is defined as 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, 503, 50 S.E.2d 202, 207 (1948); *Tompkins v. Commr. of Internal Revenue*, 97 F.2d 396, 398 (4th Cir. 1938). “Practically the only difference between a ‘joint adventure’ and a ‘partnership’ is that a partnership is ordinarily for the transaction of a general business of a particular kind, while a joint adventure relates to a single transaction.” *Gordon*, 213 S.C. at 503, 50 S.E.2d at 207. Thus, “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.” *In re Silicone Gel Breast Implants Prod. Liab. Litig.*, 887 F. Supp. 1455, 1462 (N.D. Ala. 1995).² “A joint venture cannot be carried on in corporate form because the two forms of business are mutually exclusive.” *Id.*; *see also 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.”); *Ault & W. Co. v. Carson Carbon Co.*, 181 La 681, 160 So 298 (1935) (“there is no joint adventure where an actual partnership exists or where the

² The Court in *In re Silicone Gel Breast Implants Prod. Liab. Litig.*, noted the following:

Only in very limited circumstances have courts recognized a continuing relationship among the incorporating stockholders that, as it relates to third persons, has the incidents of partnership or joint venture. In those instances, a partnership or joint venture was only partially incorporated to do a specific act and a written agreement existed demonstrating that the corporation encompassed only a portion of the partnership or joint venture. Certain terms of a partnership or joint venture have also been held to survive incorporation in the context of the stockholders' duties to each other.

887 F. Supp. At 1462. Those circumstances are not present here.

business or enterprise is organized and operated in corporate form.”); *Zwicki v. Superior Mach. Co. of S.C.*, 2002 WL 34365098, at *8 (D.Minn. 2002) (“Under Minnesota law, plaintiffs may not use theories of joint venture or joint enterprise to attribute a corporation's liability to its shareholders or its parent corporation.”); *Hatfield v. Allenbrooke Nursing and Rehab. Ctr., LLC*, 2018 WL 3740565, at *35 (Tenn. Ct. App. 2018) (““where a legal partnership or corporation has been created, the rules regarding joint venture do not apply.”).

Because CLAS is a corporation, as alleged in the Amended Complaint, it cannot be a joint venture, and the rules of joint venture do not apply. The fact that CLAS states on its website that it is a joint venture is immaterial. For example, the South Carolina Court of Appeals has held that parent/subsidiary entities that hold themselves out as the same entity are not treated that way for purposes of determining whether the court can exercise personal jurisdiction over the other party. *Builder Mart of Am., Inc. v. First Union Corp.*, 349 S.C. 500, 512, 563 S.E.2d 352, 358-59 (Ct. App. 2002) (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) overruled on other grounds by *Farmer v. Monsanto Corp.*, 353 S.C. 553, 579 S.E.2d 325 (2003); *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”), judgment entered sub nom. 2006 WL 3469542 (S.D.N.Y. Dec. 1, 2006), and *aff’d*, 582 F.3d 244 (2d Cir. 2009).

Rather, because Plaintiff is relying entirely on the conduct of CLAS to establish personal jurisdiction over Chicago Title, Plaintiff must show that CLAS was Chicago Title's alter ego. "South Carolina courts have consistently recognized that it is difficult to plead that one entity is the alter ego of another." *Fancy That! Bistro & Catering, LLC v. Sentinel Ins. Co.*, 2021 WL 4804974, at *4 (D.S.C. Oct. 14, 2021)). Merely owning stock- even 100% of a corporation's stock- is immaterial. *Yarborough & Co. v. Schoolfield Furniture Indus., Inc.*, 275 S.C. 151, 153-54, 268 S.E.2d 42, 44 (1980) ("the mere acquisition and control of a domestic subsidiary's capital stock does not subject the foreign parent to the jurisdiction of that State's courts."). Common officers and/or directors are also insufficient. *Id.* Moreover, "provision of support services, including advanced costs, by parent for subsidiary, 'are part and parcel of the normal incidents of a parent-subsidary relationship.'" *Scansource, Inc. v. Mitel Networks Corp.*, 2011 U.S. Dist. LEXIS 68342, at *15 (D.S.C. June 24, 2011) (internal citation omitted). The absence of evidence that the defendant failed to observe corporate formalities is, along, fatal to an alter ego argument. *J.R. v. Walgreens Boots All., Inc.*, 470 F. Supp. 3d 534, 549 (D.S.C. 2020).

To meet the requisite burden of proof, the following four factors must be present with sufficient factual specificity; (1) common ownership; (2) financial independence; (3) degree of selection of executive personnel and failure to observe corporate formalities; and (4) the degree of control over marketing and operational policies. *Id.* at 548 (citing *Builder Mart of America*, 563 S.E.2d at 358). "It is essential that all four factors be present with sufficient factual specificity to confer jurisdiction on [] courts." *Id.*

Here, the Plaintiff makes no allegations regarding any of these factors, and cannot because these factors are not present. Consequently, the Court cannot exercise personal jurisdiction over Chicago Title.

II. FAILURE TO STATE A CLAIM

A. Applicable Standard

In considering a motion to dismiss for failure to state a claim, a “court must base its ruling solely on allegations set forth in the complaint.” *HHHunt Corp. v. Town of Lexington*, 389 S.C. 623, 631-32, 699 S.E.2d 699, 703 (Ct. App. 2010). The motion-to-dismiss inquiry is limited to “whether the facts and inferences drawn from the facts alleged in the complaint, viewed in the light most favorable to the plaintiff, state any valid claim for relief.” *Id.* at 632, 699 S.E.2d at 703. But the court is required only to presume “all well pled *facts*” as true, “not propositions of law.” *Id.* at 635, 699 S.E.2d at 705 (emphasis in original). Plaintiffs “cannot transform an unsupported proposition of law into a statement of fact merely by stating that they are informed and believe it to be so.” *Id.*

B. Chicago Title Is a Shareholder in CLAS, so There Can Be No Joint Venture.

As set forth above, the entire basis of liability against Chicago Title is via the alleged joint venture, and the entire basis of the joint venture is through the statement on CLAS’s website that “CLAS is a joint venture partnership with Chicago Title Insurance Company.” However, the Amended Complaint also alleges that CLAS is a corporation. As stated above, under the law, CLAS cannot be a joint venture since it is a corporation. Therefore, Plaintiff fails to state a claim for relief against Chicago Title as to all of Plaintiff’s claims.

C. Even If Chicago Title Could Be Liable as a Joint Venturer with CLAS, Plaintiff’s Claims Would Still Fail as a Matter of Law.

Even if there was a joint venture with CLAS by which Chicago Title could be liable, the claims against Chicago Title should still be dismissed. Plaintiff’s claims against Chicago Title include claims of Negligence, Quiet Title, Intentional Infliction of Emotional Distress, Unfair Trade Practices, Slander of Title, and Civil Conspiracy.

1. The Court Should Dismiss Plaintiff's Negligence Claim.

“To prevail on a theory of negligence, the plaintiff must establish three elements: (1) that defendant owed a plaintiff a duty of care; (2) that by some act or omission, defendant breached that duty; and (3) that as a proximate result of the breach, the plaintiff suffered damage.” *Oulla v. Velazques*, 427 S.C. 428, 439, 831 S.E.2d 450, 455 (Ct. App. 2019) (quoting *Staples v. Duell*, 329 S.C. 503, 506, 494 S.E.2d 639, 641 (Ct. App. 1997)). Here, Plaintiff cannot meet these elements.

a. Chicago Title did not owe Plaintiff a duty

“As an initial matter, [t]he court must determine, as a matter of law, whether the law recognizes a particular duty. If there is no duty, then the defendant in a negligence action is entitled to a judgment as a matter of law.” *Oulla*, 427 S.C. at 439, 831 S.E.2d at 455 (quoting *Simmons v. Tuomey Reg'l Med. Ctr.*, 341 S.C. 32, 39, 533 S.E.2d 312, 316 (2000)). “Whether the law recognizes a particular duty is an issue of law to be determined by the court.” *Id.* at 439, 831 S.E.2d at 455-56 (quoting *Ellis v. Niles*, 324 S.C. 223, 227, 479 S.E.2d 47, 49 (1996)). “An affirmative legal duty exists only if created by statute, contract, relationship, status, property interest, or some other special circumstance.” *Id.* at 439, 831 S.E.2d at 456 (quoting *Hendricks v. Clemson Univ.*, 353 S.C. 449, 456, 578 S.E.2d 711, 714 (2003)).

“Foreseeability of injury, in the absence of a duty to prevent that injury, is an insufficient basis on which to rest liability. Foreseeability itself does not give rise to a duty.” *Id.* at 444, 831 S.E.2d at 458 (quoting *South Carolina State Ports Authority v. Booz-Allen & Hamilton, Inc.*, 289 S.C. 373, 376, 346 S.E.2d 324, 325 (1986)) (internal citation omitted).³ Instead, under South

³ See also *ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche*, 320 S.C. 143, 158, 463 S.E.2d 618, 627 (S.C. Ct. App. 1995) (reversed in part on other grounds at 327 S.C. 238, 489 S.E.2d 470); *Huggins v CitiBank, N.A.*, 355 S.C. 329, 333, 585 S.E.2d 275, 277 (2003); see also *Rice v. Sch. Dist. of Fairfield*, 317 S.C. 87, 93, 452 S.E.2d 352, 355 (Ct. App. 1994) (“In the absence of a legal duty to prevent an injury, foreseeability of that injury is an insufficient basis on which to rest liability.”); *Bauer v. United States*, 882 F. Supp. 516 (D.S.C. 1995) (“The mere fact that Plaintiffs’

Carolina law, the legal question of a duty turns upon the relationship between the parties. *South Carolina State Ports Auth.*, 289 S.C. at 376, 346 S.E.2d at 325-26.

Here, Chicago Title had no relationship with Plaintiff. Indeed, even CLAS did not have a relationship with Plaintiff. There is no basis to impose liability on Chicago Title under the facts alleged in this case. Consequently, Plaintiff's negligence claim fails as a matter of law.

b. There can be no proximate cause.

Even if Chicago Title did owe a duty, proximate cause is lacking. For one thing, the execution and delivery of the deed constitute the conveyance as between grantor and grantee, not the act of recording. *Spence v. Spence*, 368 S.C. 106, 119, 628 S.E.2d 869, 876 (2006). Thus, the act of recording did not bring about the alleged damages. Recording a deed merely puts subsequent creditors or purchasers on notice. *See id.* Of course, once filed, any defects on the deed were apparent to anyone examining title. Moreover, the deed at issue was submitted again for electronic recording in July 2021 unrelated to any conduct of CLAS (or Chicago Title). Thus, the submission for recording by CLAS (which was a clerical act that could have been done by anyone) could not have caused Plaintiff's alleged damages.

2. The Court Should Dismiss Chicago Title from Plaintiff's Quiet Title Claim.

Chicago Title is not an appropriate party to this claim because it does not have or claim any interest in the property at issue.

3. The Court Should Dismiss Chicago Title from Plaintiff's Claim for Intentional Infliction of Emotional Distress.

In South Carolina,

in order to recover for the intentional infliction of emotional distress, a plaintiff must establish that (1) the defendant intentionally or

injuries may have been foreseeable does not create a duty to prevent those injuries."); F.P. Hubbard & R.L. Felix, *The South Carolina Law of Torts* 44 n.17 ("A scheme based solely on the ability to foresee risks and spread their costs is an insurance scheme, not a negligence scheme.").

recklessly inflicted severe emotional distress or was certain or substantially certain that such distress would result from his conduct, Restatement (Second) of Torts s 46, Comment i ; (2) the 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,’ Restatement (Second) of Torts s 46, Comment d ; (3) the actions of the defendant caused the plaintiff’s emotional distress; and (4) the emotional distress suffered by the plaintiff was ‘severe’ so that ‘no reasonable man could be expected to endure it.’ Restatement (Second) of Torts s 46, Comment j. Although ‘severe’ emotional distress is usually manifested by ‘shock, illness or other bodily harm, ‘such objective symptomatology is not an absolute prerequisite for recovery of damages for intentional ... infliction of emotional distress.

Ford v. Hutson, 276 S.C. 157, 162, 276 S.E.2d 776, 778–79 (1981).

Here, Plaintiff alleges that Chicago Title is liable for CLAS’s submission of a deed for recording. Even if Chicago Title could be liable for actions taken by CLAS, CLAS’s act of submitting the deed for recording does not amount to intentionally or recklessly inflicting severe emotional distress (or that such distress was substantially certain to occur). Moreover, the act of recording a deed is not “so extreme and outrageous” as to exceed “all possible bounds of decency” such that it “must be regarded as ‘atrocious, and utterly intolerable in a civilized community.’” Consequently, Plaintiff’s claim for Intentional Infliction of Emotional Distress must be dismissed as to Chicago Title.

4. The Court Should Dismiss Chicago Title from the Unfair Trade Practices Claim.

“To recover in an action under the UTPA, the plaintiff must show: (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant’s unfair or deceptive act(s).” *RFT Mgmt. Co., L.L.C. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 337, 732 S.E.2d 166, 174 (2012); *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 50, 691 S.E.2d 135, 149 (2010).

Here, again, Chicago Title did not engage in any activity and Plaintiff is seeking to hold Chicago Title liable for CLAS's alleged submission of the deed for recording. CLAS's act of submitting a deed for recording is not unfair or deceptive, nor does it affect the public interest. Moreover, the UTPA is inapplicable to "[a]ctions or transactions permitted under laws administered by any regulatory body or officer acting under statutory authority of this State or the United States or actions or transactions permitted by any other South Carolina State law." The recording was authorized by S.C. Code Section 30-6-10, and was accepted by the Horry County Register of Deeds. Thus, the UTPA does not apply and Chicago Title must be dismissed from this claim.

5. The Court Should Dismiss Chicago Title from the Slander of Title Claim.

"[T]o maintain an action for slander of title in South Carolina, the plaintiff must establish: '(1) the publication (2) with malice (3) of a false statement (4) that is derogatory to plaintiff's title and (5) causes special damages (6) as a result of diminished value of the property in the eyes of third parties.'" *Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 22, 567 S.E.2d 881, 892 (Ct. App. 2002) (quoting *Huff v. Jennings*, 319 S.C. 142, 149, 459 S.E.2d 886, 891 (Ct. App. 1995).

Here, Chicago Title did not undertake any publication, nor is it liable for CLAS's submission of the deed for recording. Plaintiff has not alleged special damages based on disparagement of land value.

6. The Court Should Dismiss Chicago Title from the Conspiracy Claim.

"[A] plaintiff asserting a civil conspiracy claim must establish (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff." *Paradis v. Chareleston Cty School*, 433 S.C. 562,

574-75, 864 S.E.2d 774, 780 (2021). The plaintiff is required to allege “additional acts in furtherance of the conspiracy,” which means a plaintiff cannot merely rely on general allegations alleged elsewhere in the complaint. *See id.* at 569, 864 S.E.2d at 777.

Here, Plaintiff does not allege that Chicago Title combined or agreed with anyone to commit any unlawful act or act by lawful means, much less an overt act or additional acts in furtherance of any such agreement. For these reasons, the Court should dismiss Chicago Title from the Conspiracy claim as well.

CONCLUSION

For all of these reasons, the Court should dismiss Chicago Title Insurance Company from this action.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ Denny P. Major

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June 1, 2022

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	)	
	)	
Plaintiff,	)	
	)	
vs.	)	AFFIDAVIT OF MICHAEL CUSACK
	)	
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.	)	

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

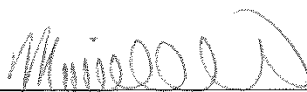
1. My name is Michael Cusack. I am an Executive Vice President at Chicago Title Insurance Company ("Chicago Title"). I am over the age of 21, and am competent to give this affidavit. The information contained in this Affidavit is within my personal knowledge.

2. Chicago Title is incorporated in Florida and has its principal place of business in Jacksonville, Florida.

3. Chicago Title is licensed to write insurance in South Carolina, as it is in most states. It did not issue a title policy relating to the property at issue in the above-captioned matter.

4. Chicago Title is a shareholder in Chicago Land Agency Services, Inc. Chicago Title owns 49.9% of the outstanding shares in Chicago Land Agency Services, Inc.

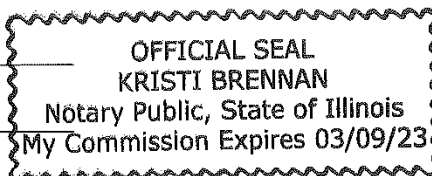
FURTHER AFFIANT SAYETH NOT.


Michael Cusack

SWORN TO before me this 31ST
day of May, 2022.


Notary Public for Illinois

My Commission Expires: _____



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 <i>CONSOLIDATED</i>
	)	MEMORANDUM IN OPPOSITION
vs.	)	TO CHICAGO LAND AGENCY
	)	SERVICES, INC.'s MOTION TO
DAVID LITT, HOMEDEBONE, LLC,	)	DISMISS PURSUANT TO RULE
ROSARIA A. ALAGNA aka ROSE ALAGNA;	)	12(b)(6), and CHICAGO TITLE
CHRIS PARKER; CHICAGO LAND AGENCY	)	INSURANCE COMPANY's
SERVICES, INC.; CHICAGO TITLE	)	MOTION TO DISMISS PURSUANT
INSURANCE COMPANY; PEREIRA	)	TO RULE 12(b)(6) and 12(b)(2)
PARTNERS, LLC; NB LABOR, LLC dba	)	
NEWMAN BROTHERS GENERAL	)	
CONTRACTORS; JOHN NEWMAN; and	)	
TOORAK CAPITAL, LLC;	)	
	)	
Defendants.	)	

The undersigned counsel for the Plaintiff, Gloria Ormand-Ward ("Ms. Ward" or "Plaintiff"), by and through her Guardian and Conservator, CDM Corporation, respectfully submits this *consolidated* Memorandum in Opposition to both Defendant Chicago Land Agency Services, LLC's ("CLAS") and Defendant Chicago Title Insurance Company's ("CTIC") respective Motions to Dismiss.¹

I. INTRODUCTION

The Plaintiff files this Memorandum in response to both CLAS's and CTIC's Motions

¹ The Plaintiff is Stephen Mantell, the representative of CDM Corporation, which was appointed by the Horry County Probate Court as Ms. Ward's guardian and conservator. Ms. Ward is the real party in interest as she is the victim of the title theft which is the subject of this lawsuit.

to Dismiss. The Plaintiff consolidated her responses because, in their respective SCRCP Rule 12(b)(6) Motions to Dismiss, they each wrote similar, if not identical, arguments as their basis for the motions to dismiss. Plaintiff's counsel felt it was more practical to file a consolidated response to these arguments, rather than filing two separate memoranda.

CTIC's Motion to Dismiss also includes an SCRCP Rule 12(b)(2) Motion seeking to dismiss the action against it on the grounds that this Court does not have jurisdiction over it. As the Court may want to address this jurisdictional issue first, the Plaintiff addresses it first in this Memorandum.

The outline of Plaintiff's argument (with accompanying starting page numbers) is:

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II. BACKGROUND

As set out in the Amended Complaint, Ms. Ward is the victim of title theft by virtue of the recording of a fraudulent deed (“the Fraudulent Deed”), a copy of which is attached hereto as Exhibit A. The Fraudulent Deed resulted in her home being sold to Defendant Pereira Partners, LLC. At the time the Fraudulent Deed was recorded, Ms. Ward was 77 years old. The effects on her have been devastating; she became homeless 2021, in the summer heat of Myrtle Beach, and, as a result, she had to be hospitalized, and she is now a full-time resident at a nursing home. The Amended Complaint sets out the facts and circumstances that surround the theft of the title her home². The Amended Complaint specifies the obvious defects with the Fraudulent Deed that would have put anyone on notice that further inquiry should have been undertaken before recording the defective Fraudulent Deed.

CLAS seeks to have Ms. Ward’s claims dismissed, primarily arguing that CLAS had no duty to her when it filed the Fraudulent Deed. CLAS is wrong. It has the responsibility and duty to record deeds that are not defective or fraudulent, and to comply with South Carolina procedures, when the same are obvious on the face of the deed.

CTIC seeks to have Ms. Ward’s claims dismissed as to it, primarily arguing that this Court does not have general or specific jurisdiction over it. CTIC is wrong. As will be

² Plaintiff filed an Amended Complaint on March 30, 2022 pursuant to Rule 15(a), SCRPC. The Amended Complaint, among other amendments, includes Chicago Title Insurance Company (“CTIC”) as a defendant, and further elaborates on the duties of CLAS and CTIC when recording deeds. See, for example, paragraph 74 of the Amended Complaint.

shown, CTIC is a nationwide title insurance company licensed as an insurer in South Carolina. It is in a partnership with CLAS and the act of recording the Fraudulent Deed in Horry County is what caused Ms. Ward's disastrous plight. This Court has both general and specific jurisdiction over CTIC.

Ms. Ward alleges that CLAS and CTIC are the critical links in the chain of events which proximately caused her loss. Ms. Ward's position is that if CLAS and/or CTIC had not recorded the Fraudulent Deed, we would not be here today.

III. FACTS

The basic facts of this case are straightforward and presumably uncontested by either CLAS or CTIC as to the recording of the Fraudulent Deed, and the subsequent sale of her home to Pereira Partners, LLC. The Defendant, David Litt, obtained the Fraudulent Deed in favor of Homedebone, LLC, as grantee, by allegedly having Ms. Ward electronically sign the Fraudulent Deed via DocuSign. CLAS subsequently recorded the Fraudulent Deed. It was recorded on CLAS's fifth attempt, after four unsuccessful prior attempts (Exhibit B)³.

The Fraudulent Deed is defective on its face. The Fraudulent Deed's deficiencies, for the purposes of recording it, are:

1. The Fraudulent Deed was prepared by Homedebone, LLC. As discussed below, the preparation of a deed constitutes the practice of law in South Carolina. A deed prepared by a person or entity not admitted to practice law in South Carolina constitutes the unauthorized practice of law;
2. The witnesses to the Fraudulent Deed could not have personally witnessed Ms. Ward sign the Fraudulent Deed in their presence, although they stated

³ It is unknown at this time which entity, CTIC or CLAS, had registered or controlled the electronic portal to record South Carolina deeds originating from Illinois.

that they did. The Fraudulent Deed is dated February 4, 2021 and the first attempt at recording was at 4:27 p.m. on February 5, 2021. The evidence will show that at the first three times CLAS presented the Fraudulent Deed for filing, it only had one witness. The second witness was added, on or about February 16, 2021, making it obvious that the second witness did not observe Ms. Ward sign the Fraudulent Deed. In any event, the witnesses were or are located in Illinois and Ms. Ward was in Myrtle Beach, South Carolina;

3. The notary public, Defendant Rosa Alagna, states that Ms. Ward physically appeared before her on February 4, 2021, which is impossible as the Fraudulent Deed was purportedly signed digitally via "DocuSign" software;
4. The notary acknowledgment states that the Fraudulent Deed was executed in the State of **North Carolina**, County of Horry;
5. Ms. Alagna, as an Illinois notary public, did not have the authority to notarize in South Carolina nor in North Carolina;
6. The stated consideration in the Fraudulent Deed was \$100.00;
7. The Horry Register of Deeds Transmittal Sheet is dated April 21, 2021 but the Fraudulent Deed shows it was dated February 4, 2021;
8. The grantee, Defendant Homedebone, LLC, a Utah limited liability company, was terminated by the Utah Secretary of State on July 21, 2020, almost a year prior to the date the deed was prepared and recorded. Homedebone, LLC did not exist at the time the Fraudulent Deed was executed and e-recorded (see attached Exhibit C);
9. The filing of the Fraudulent Deed constituted the unauthorized practice of law in South Carolina; and
10. Electronically signed deeds using DocuSign are not recordable in South Carolina.

For a company that provides title searches and records deeds, it should have recognized these flagrant signs of an unrecordable and fraudulent deed.

In its Memorandum, CLAS, at least twice, claims that it had no relationship with Ms. Ward (Memorandum, pp. 2 and 5). This is patently inaccurate. Both the grantor (Ms. Ward) and the grantee (Homedebone, LLC) were parties to the Fraudulent Deed. The

filing of the Fraudulent Deed was ostensibly for the benefit of both the grantor and the grantee. Although there was not a formal closing, the filing of the Fraudulent Deed constituted the closing⁴. CLAS electronically filed the Fraudulent Deed, conveying Ms. Ward's Home to Homedebone, LLC.⁵ CLAS, therefore, had a relationship with Ms. Ward.

These additional undisputed facts are necessary in order to understand CLAS's responsibility.

1. In its website, CLAS states that it provides title searches, typing services, underwriting support and general assistance in the preparation of title insurance policies;
2. From its offices in Chicago, Illinois, CLAS e-recorded the Fraudulent Deed with the Horry County Register of Deeds ("ROD");
3. The Fraudulent Deed should not have been presented for recording because of the following deficiencies with the deed and violations of law.

The statutory requirements for a recordable deed are found in S.C. Code Ann. §30-5-30, which states:

Prerequisites to recording.

Except as otherwise provided by statute, before any deed or other instrument in writing can be recorded in this State, it must be acknowledged or proved by the method described in

⁴ On its website ctic.com, CTIC defines a closing as "(1) In real estate sales, the final procedure in which documents are executed and/or recorded, and the sale (or loan) is completed." CLAS was the closing agent. (<https://ctic.com/escrowterms.aspx?letter+C>)

⁵ In order to electronically record a deed with the Horry County Register of Deeds ("ROD"), the e-filer must first register with one of the three vendors contracted with the ROD to e-record in the County, i.e., Simplifile, Corporation Service Company (CSC), and eRecording Partners Network. CLAS used the CSC e-recording portal.

subsection (A)(1), A(2), or (B):

(A) (1) The execution of the deed or other instrument must be first proved by the affidavit of a subscribing witness to the instrument, taken before some officer within this State competent to administer an oath. If the affidavit is taken without the limits of this State, it may be taken before:

...

(e) a notary public who shall affix to the deed or other instrument his official seal within the state of his appointment, which is a sufficient authentication of his signature, residence, and official character.

...

(B) a deed or other instrument must be signed by the grantor . . . and the signing ***must be acknowledged by*** the grantor . . . ***in the presence of two witnesses***, taken before some officer within this State competent to administer an oath. If the acknowledgment is taken without the limits of this State, it may be taken before:

...

(5) a notary public who shall affix to the deed or other instrument his official seal within the state of his appointment, which is a sufficient authentication of his signature, residence and official character; [emphasis added]

CTIC's status as a licensed insurer is vert important to this case. CTIC is a nationwide title insurer and is one of the largest title insurers in the country in market share and premiums written. CTIC is licensed as a title insurer in South Carolina pursuant to S.C. Code Ann. §38-75-905 *et seq.* CTIC conducts a substantial title insurance business in South Carolina, primarily through its agents who are attorneys who write title insurance through CTIC.

Insurance in South Carolina is a heavily regulated industry. An insurer can only sell

insurance in South Carolina if it first secures a license. S.C. Code Ann. §38-5-10. In order to secure a license in South Carolina, CTIC had to consent and comply with the stringent financial and reporting requirements of the Insurance Law. S.C. Code Ann. §38-1-10 *et seq.* South Carolina requires extensive compliance with capital and surplus requirements, claims reserves requirements and numerous other financial matters. S.C. Code Ann. §38-9-10 *et seq.* Most importantly, every foreign insurance company, in order to become licensed and remain licensed in South Carolina, must conform to the following pursuant to S.C. Code Ann. §38-5-80:

(a) The insurer is duly qualified to transact business under the laws of this State.

. . .

(g) The insurer has not entered into any management contract, agency agreement, or other agreement which may materially affect its financial condition so as to render its proceedings hazardous to the public or to its policyholders.

. . .

(i) The insurer's proposed method of operation, when considered in light of its financial condition and the absence of any prior operating experience, will not likely render its proceedings hazardous to the public or to its policyholders.

(j) The insurer is safe and solvent.

(k) The insurer's dealings are fair and equitable.

(l) The insurer conducts its business in a manner not contrary to the public interest.

As an express condition of being licensed in South Carolina, CTIC appointed the Director of the South Carolina Department of Insurance as its attorney for service of process

. . . 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 and that the authority continues in force so long as any liability remains outstanding in the State. (S.C. Code Ann. § 38-5-70). [emphasis added]

The Amended Complaint, at page 29, avers that CLAS and CTIC are joint venture partners. The Plaintiff did not make this up. It is taken directly from CLAS's website's home page at www.ctclas.com.⁶

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.*

[emphasis added]

The partnership, through its partner, CLAS, recorded the Fraudulent Deed with the Horry County ROD.

There is sufficient evidence of this “unique relationship” to support the allegations of the existence of the CTIC/CLAS partnership. CTIC's metropolitan Chicago office (“Metro Chicago”) and CLAS are located at the same address, i.e., 1620 W. Belmont, Chicago, IL 60657. Screen shots of the web sites showing the two entities inhabiting this same address are attached as Exhibit D. Further, of the six officers of CLAS, according

⁶ It is noteworthy that the URL for the website is “www.ctclas.com”. The “ct” most probably is an abbreviation for Chicago Title.

to its 2021 Annual report filed with the State of Illinois, three of CLAS's officers are also affiliated with CTIC (see Exhibit E attached hereto). Mike Cusack is a CLAS director and is also an Executive Vice President of CTIC. According to his Linked In profile, Vince Hearn, a Director at CLAS, is a Vice President, Sales Manager of CTIC. Lisa Smith, another CLAS Director, also posted on her Linked In profile that she serves as an Assistant Vice President of CTIC. (See Exhibit F).

IV. STANDARD OF REVIEW

A. As to CLAS and CTIC's SCRCP 12(b)(6) Motions to Dismiss

On a motion to dismiss, pursuant to 12(b)(6) the reviewing court construes the Complaint most favorably to the non-moving party and determines if the facts alleged and the inferences reasonably deductible from the pleadings would entitle the plaintiff to relief on any theory of the case. Grimsley v. S.C. Law Enf't Div., 396 S.C. 276, 281, 721 S.E.2d 423, 426 (2012).

CLAS's discussion of the legal standard as it applies to Rule 12(b)(6) motions is generally correct, but it is not complete. This instant case presents novel issues with respect to the duty of an entity that provides professional real estate title services, including the recording of deeds.⁷ As such, matters like this are not decided at the motion to dismiss stage.

As a general rule, important questions of novel impression should not be decided on a Rule 12(b)(6), SCRCP, motion to dismiss. Instead, a novel issue is best decided in light of the testimony to be adduced at trial. Tyler v. Macks Stores of S.C.

⁷ CLAS acknowledges that this is a case of first impression in page 7 of its Memorandum.

Inc., 275 S.C. 456, 272 S.E. 2d, 633 (1980). However, where the dispute is not as to the underlying facts but is to the interpretation of the law, and development of the record will not aid in the resolution of the issues, it is proper to decide even novel issues on a motion to dismiss for failure to state a claim. Brown v. Theos, 338 S.C. 305, 526 S.E.2d, 232 (Ct. App. 1999).

Evans v. State, 344 S.C. 60, 68, 543 S.E.2d, 547, 551 (S.C. 2001).

The issue of first impression in this case involves the duties and responsibilities of an out-of-state title services provider when it records deeds in South Carolina. Further factual development of the record relating to the duties and responsibilities of a professional title service will be necessary.⁸ Discovery needs to take place concerning CLAS and CTIC's practices and procedures in a situation like this. The Plaintiff reasonably believes that discovery will show that, if approached directly by any of the individual defendants or Homedebone, LLC, none of the eRecording vendors, approved to electronically file with the Horry County Register of Deeds would allow such an individual or company to file using their services.

B. As to CTIC's SCRCP 12(b)(2) Motion to Dismiss

The S.C. Supreme Court, in Moosally v. WW Norton & Co., 358 S.C. 320, 327-8, 594 S.E.2d 878, set out the standard for analyzing motions to dismiss based on lack of jurisdiction.

⁸ Ms. Ward has served interrogatories and requests for production of documents on CLAS, and CLAS has refused to respond to the discovery requests. Included in the discovery were requests for CLAS's policies and procedures for recording deeds, especially when the deed is not prepared by an attorney; and CLAS's corporate structure and partnership agreements. On March 16, 2022, Ms. Ward filed a Motion to Compel CLAS to provide full and complete discovery responses, which is incorporated herein by reference.

The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law. (citation omitted).

. . .

It is well-settled that the party seeking to invoke personal jurisdiction over a non-resident defendant via our long-arm statute bears the burden of proving the existence of personal jurisdiction (citations omitted). At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits (citations omitted).

V. ARGUMENT

A. As to CTIC's Motion to Dismiss for Lack of Jurisdiction

CTIC argues that this Court does not have either specific or general jurisdiction over it. Personal jurisdiction is exercised as "general jurisdiction" or "specific jurisdiction." Cockrell v. Hillerich & Bradsby Co., 363 S.C. 485, 611 S.E.2d 505 (2005). General jurisdiction is the State's right to exercise personal jurisdiction over a defendant even though the suit does not arise out of or relate to the defendant's contacts with the forum. Coggeshall v. Reproductive Endocrine Assoc. of Charlotte, 376 S.C. 12, 655 S.E.2d 476 (SC 2007). As CTIC accurately stated in its Memorandum, "Because South Carolina treats its long-arm statute as coextensive with the due process clause, the sole question becomes whether the exercise of personal jurisdiction would violate due process." citing Cockrell, 363 S.C. Ct. 491, 611 S.E.2d at 558.

1. This Court Has General Jurisdiction Over CTIC

CTIC contends that it is not subject to general jurisdiction because it is not at "home" in South Carolina. Although CTIC is not incorporated in South Carolina, and this is not its

principal place of business, CTIC is still subject to the general jurisdiction of this Court.⁹ “The exercise of general jurisdiction is not limited to these forums, in an ‘exceptional case,’ a corporate defendant’s operations in another forum ‘may be so substantial and of such a nature as to render the corporation at home in that State.’” (citation omitted). BNSF Railway Co. V. Tyrrell, 137 S. Ct. 1549, 1558 (2017). For the reasons explained below, CTIC is at “home” in South Carolina.

CTIC’s overview of the recent changes by the United States Supreme Court with respect to general jurisdiction is generally correct. However, it overlooks one fundamental point; CTIC has consented to general jurisdiction in this State by becoming a licensed insurer in South Carolina. As explained above, insurance in South Carolina is a heavily regulated industry. In order to sell insurance in South Carolina, an insurer must first secure a license. It will only receive a license from the S.C. Department of Insurance once it has proven that it has the financial and operational capacities to sell insurance in South Carolina. One express condition of all foreign insurers in South Carolina is that the insurer must appoint the Director of the Department of Insurance as its attorney for the purpose of accepting any lawful process and, by extension, to be sued in South Carolina. “Because the personal jurisdiction requirement is a waivable right, there are a variety of legal arrangements by which a litigant may give express or implied consent to the personal

⁹ As to jurisdiction in South Carolina, a random search of the Common Pleas public index in 15 counties in South Carolina revealed hundreds of cases in which CTIC was named a defendant, or brought suit as the plaintiff, across the state in the past 15 years. There were at least 20 cases filed in Horry County, and 50 cases filed in Charleston County (see attached Exhibit G).

jurisdiction of the court.” Burger King Corp. v. Rudzewicz, 471 U.S. 462, 472 n.14 (1985).

CTIC has consented to jurisdiction in South Carolina.

The proposition that an insurer which is licensed in a state is deemed to be subject to that state’s general jurisdiction has been approved by the United States Supreme Court for over 100 years. In Pennsylvania Fire Ins. Co. v. Gold Issue Mining & Milling Co., 243 US 93 (1917), the plaintiff sued an Arizona 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 Missouri to name the “Superintendent of the Insurance Department” as the insurance company’s agent for service of process “so long as [the insurance company] should have any liability outstanding in the state.” *Id.* at 94. The insurance company argued that applying the statute to a policy that had no connection to Missouri was a violation of its Constitutional due process rights under the Fourteenth Amendment. *Id.* The Pennsylvania Fire court ruled that the insurance company’s 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 “did not deprive the defendant of due process of law even if it took the defendant by surprise.” *Id.* The insurer had agreed it 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 56. See also Ex Parte Schollenberger, 96 U.S. 369, 376-377 (1877) the insurance companies had “in express terms, in consideration of a grant to the privilege of doing business within the State, agreed that they may be sued there.”)

This principle has been applied in South Carolina. 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, to recover the benefits under two life insurance policies. 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, the Court held that by executing the form appointing the Commissioner of the Department of Insurance 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.

The requirements pertaining to service of process on an insurance company are set out in S.C. Code Ann. § 15-9-270, which is almost identical to S.C. Code Ann. § 38-5-70 discussed above. 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.

CTIC is at home here because of its licensure and it has consented to the South Carolina courts’ exercise of general jurisdiction over it when it became licensed as an insurer in South Carolina. An insurance company that is licensed in South Carolina and

does extensive business here cannot reasonably complain about being sued here, regardless of the scope of action.¹⁰

2. The Court Has Specific Jurisdiction Over CTIC

This Court has general jurisdiction over CTIC; it also has specific jurisdiction over CTIC because the causes of action against CTIC arise from CTIC's contacts with South Carolina through and with its partner, CLAS. The analysis for determining whether specific jurisdiction is properly asserted against a non-resident defendant is explained in Hidria, USA, Inc. v. Delo, 415 S.C. 533, 783 S.E.2d 839 (Ct. App. 2016).

Courts have construed South Carolina's long-arm statute, which affords broad power to exercise personal jurisdiction over causes of action arising from tortious acts and injuries in South Carolina, to extend to the outer limits of the due process clause. See, e.g., *Meyer v. Paschal*, 330 S.C. 175, 181, 498 S.E.2d 635, 638 (1998) ; *Hammond v. Cummins Engine Co.*, 287 S.C. 200, 203, 336 S.E.2d 867, 868 (1985); see also *Cozi Invs. v. Schneider*, 272 S.C. 354, 358, 252 S.E.2d 116, 118 (1979) (stating "South Carolina's Long-Arm Statute has been construed on several occasions as a grant of jurisdiction as broad as constitutionally permissible. Hence, the parameters of [the statute] are restricted only by due process limitations." (citations omitted)).

"Because we treat our long-arm statute as coextensive with the due process clause, *the sole question* becomes whether the exercise of personal jurisdiction in this case would violate the strictures of due process." *Moosally*, 358 S.C. at 329, 594 S.E.2d at 883. "Due process requires that

¹⁰ The issue of whether a foreign corporation consents to the general jurisdiction of a state by appointing a registered agent is presently before the U.S. Supreme Court in Mallory v. Norfolk Southern Railway Co., No. 21-1168. The issue of whether a licensed insurance company has consented to jurisdiction by virtue of its registration with the state is not before the U.S. Supreme Court. From a review of the South Carolina Secretary of State's website, it does not appear that CTIC has registered to do business in South Carolina pursuant to S.C. Code § 33-15-101 and this statute is not the basis of this argument why CTIC is subject to this Court's general jurisdiction.

there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice." *Id.* at 330, 594 S.E.2d at 883 (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 476, 105 S.Ct. 2174, 85 L.Ed.2d 528 (1985) ; *Aviation Assocs.*, 303 S.C. at 507, 402 S.E.2d at 180).

The test, therefore, for determining specific jurisdiction is based on the outer limits of what due process allows.

The U.S. Supreme Court recently explained and clarified this in Ford Motor Co. v. Montana Eighth Judicial Dist. Court, 141 S.Ct. 1017, 1026 (2021) holding that the specific jurisdiction inquiry requiring that the plaintiff's suit arising from or relating to the defendant's foreign-state contacts does not require "proof of causation". The Ford decision makes the specific jurisdiction test more expansive. The Plaintiff does not need to show that her claim "came about because of the defendant's in-state conduct." *Id.* A court's exercise of jurisdiction over an out-of-state defendant exists where that defendant's in-state contacts "relate to" the plaintiff's claim. *Id.* This "contemplates that some relationships will support jurisdiction without a causal showing." *Id.*

In applying the above to this case, CTIC's partnership with CLAS subjects it to South Carolina jurisdiction. The CTIC/CLAS partnership committed a tortious act, in whole or in part, in this State. It engaged in the unauthorized practice of law by recording a deed with the Horry County ROD. The Fraudulent Deed, itself, on its face, shows that it was prepared by a non-lawyer, which is another act of the unauthorized practice of law in South Carolina. Lastly, the Fraudulent Deed, as explained above, was not in recordable form. Companies with the experience of CLAS and CTIC should not have accepted this deed for

recording and then recorded it with the ROD. By recording the Fraudulent Deed, Homedebone, LLC was empowered to sell Ms. Ward's home. The recording of the Fraudulent Deed was accomplished by the CLAS/CTIC partnership, by and through its partner, CLAS.

Although CTIC denies it is in partnership with CLAS (CTIC's Memorandum, pp. 9-11), CLAS's website states otherwise. This is further supported by the interlocking directorates between the two entities and their shared address. This is a prima facie showing of a partnership.

CTIC also argues that it cannot be in a partnership with CLAS because it owns 59.9% of CLAS stock. This may be true if CTIC is the controlling party; otherwise, this position is not supported by South Carolina law.

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). **The existence of a partnership is a question of fact.** Hofer v. St. Clair, 298 S.C. 503, 508, 381 S.E.2d 736, 739 (1989).

Under South Carolina law, all partners are generally "liable jointly and severally for everything chargeable to the partnership". S.C. Code Ann. §33-41-370(A). Thus, "[i]ndividual partners are jointly liable for partnership debts." Mansour v. Massey, 287 S.C. 176, 177, 336 S.E.2d 15 (1995).

Once personal jurisdiction is obtained over the partnership, a South Carolina court may hold a foreign partner who is not subject to individual personal jurisdiction in South Carolina personally liable for the obligations of the partnership. Young, 816 F. Supp. at 1076 (D.S.C, 1992), Long v. Baldt, 464 F. Supp. 269, 275 n.8 (D.S.C. 1979); *see also* S.C. Code Ann. §33-41-370(A). The foreign partner may also be held jointly and severally liable for the tortious acts that are attributable to the partnership. *See Young*, 816 F. Supp. at 1076. Therefore, this issue alone should defeat CTIC's Motion to Dismiss and that the partnership issue should be decided either at the motion for summary judgment stage or at trial.

At the motion to dismiss stage, the Plaintiff has met her burden to establish that there is a question concerning a partnership between CTIC and CLAS. This partnership and its partners are subject to the jurisdiction of this Court. As the existence of a partnership is a jury issue, this matter should not be dismissed at this stage so that further discovery can take place.

B. As to CLAS/CTIC's 12(b)(6) Motions to Dismiss

CLAS moves to dismiss Ms. Ward's complaint against it, claiming that it has no legal duty to Ms. Ward with respect to the filing of the Fraudulent Deed. As CLAS was not required or forced to file the deed, it has a duty to do so reasonably and in a way that does not injure others.

1. CLAS/CTIC Had the Duty to Exercise Reasonable Care When Recording Deeds

a. The Existence of the Duty

As a real estate service company that files deeds, CLAS does have the duty to exercise reasonable care in the recording of deeds. There is not a precise definition for “duty”. In Araujo vs. Southern Bell Tel. & Tel. Co., 291 S.C. 54, 57-58, 351 S.E.2d 908 (Ct. App. 1986), the Court of Appeals stated:

There is no formula for determining duty; a duty is not sacrosanct in itself but only an expression of the sum total of those considerations of policy which lead the law to say that a particular plaintiff is entitled to protection. Suffice it to say that a multiplicity of factors come into play when courts contemplate the question of duty. These factors include the policy of deterring future tortfeasors, the moral culpability of the tortfeasor, and numerous other conceivable factors; duty is seen in general terms as requiring a person or corporation to conform his or its conduct to a standard which is adequate to protect others from unreasonable risk of harm.

These factors, when applied to CLAS/CTIC and the facts of this case, demonstrate that CLAS/CTIS has an obligation and duty to use due care.

Further, The Restatement (Second) of Torts (1979), describes “duty” in this manner:

4 Duty The word “duty” is used throughout the Restatement of this Subject to denote the fact that the actor is required to conduct himself in a particular manner at the risk that if he does not do so he becomes subject to liability to another to whom the duty is owed for any injury sustained by the other, of which that actor’s conduct is a legal cause.

The South Carolina Supreme Court has stated “. . . there is a duty upon all to exercise reasonable care not to injure another.” Ramey v. Carolina Life Ins. Co., 244 S.C. 16, 24, 135 S.E.2d 362, 366 (1964) (quoting the Supreme Court of Alabama in Liberty National Life Ins. Co. v. Weldon, 267 Ala. 71, 100 So.2d 696, 61 A.L.R. 2d 1346 (1957)).

One specific duty CLAS/CTIC has with respect to recording a deed is to not engage in the unauthorized practice of law. South Carolina prohibits the unauthorized practice of law.

The reason preparation of instruments by lay persons must be held to constitute the unauthorized practice of law is not for the economic protection of the legal profession. Rather, it is for the protection of the public from the potentially severe economic and emotional consequences which may flow from erroneous advice given by persons untrained in the law.

State v. Buyers Service Co., Inc., 292 S.C. 426, 357 S.E.2d 15 (1987) *Accord* Renaissance Enterprises Inc. v. Summit Teleservices, Inc., 334 S.C. 649, 515 S.E.2d (1999). (“The goal of the prohibition against the unauthorized practice of law is to protect the public from incompetent, unethical or irresponsible representation.”)

In South Carolina, the recording of a deed constitutes the practice of law. The South Carolina Bar, through its Ethics Advisory Committee, has addressed this issue. In its “frequently asked questions”, the Ethics Advisory Committee published:

6. May an out-of-state lawyer file a deed in South Carolina?

Generally, no. Filing deeds is the practice of law in South Carolina and, therefore, may only be done under the supervision of a lawyer licensed to practice in South Carolina, unless one of the exceptions of Rule 5.5(c), South Carolina Rules of Professional Conduct, applies.

https://www.scbar.org/lawyers/sections-committees-divisions/committees/ethics-advisory-committee/ethics-advisory-faqs/?edit_off=true#6.

The facts of this case are even more egregious as CLAS/CTIC is not even a law practice. It engaged in the unauthorized practice of law, which is against the public policy and which has resulted in substantial harm to Ms. Ward.

CLAS cited Hendricks v. Clemson Univ., 353 S.C. 449, 456-57, 58 S.E.2d 711, 714 (2003) for the proposition that an **affirmative duty to act** exists only if created by statute, contract, relationship, status, property interest or some other special circumstance. However, the Supreme Court went on in Hendricks to state: “*where an act is voluntarily undertaken, however, the actor assumes the duty to use due care*” *Id.* (italics added). The Plaintiff is not alleging that CLAS had an affirmative legal duty to file *anything*; CLAS was not *required* to file the Fraudulent Deed. CLAS accepted the Fraudulent Deed for recording from an individual (non-attorney), co-Defendant David Litt; the Fraudulent Deed was drafted by Homedebone, LLC. Thus, having undertaken the task of filing the deed, CLAS assumed the duty to use due care. “Ordinarily, the common law imposes no duty on a person to act. Where the act is voluntarily undertaken, however, the actor assumes the duty to use due care.” *Id.* at 457, 578, S.E.2d at 714.

CLAS contends, by analogy, that it simply walked the deed over to the court house and simply recorded it. It is attempting to analogize itself to that of a courier. CLAS cannot avoid liability on this basis. It is a sophisticated service provider involved in real estate title transfers. Its services include title searches, underwriting for title insurance policies and insuring that the deeds it files comply with applicable law. With such a level of expertise, it certainly could recognize the defects in the Fraudulent Deed.

More importantly, it was clearly foreseeable that a defective deed, once filed, could have devastating consequences for all parties in the chain of title, both as to Ms. Ward as grantor, and subsequent purchasers. CLAS had the duty to exercise due care not to injure

these foreseeable victims, but chose not to exercise its duty of care, which has now resulted in this lawsuit.

As stated above, a person or entity must conform its conduct to a standard which is adequate to protect others from unreasonable risk of harm. Araujo, *supra*. CLAS acted without exercising reasonable care when it filed the Fraudulent Deed.

First and foremost, CLAS/CTIC should not have engaged in the unauthorized practice of law. It did so, in this case, to the harm of Ms. Ward. Furthermore, in filing a deed in South Carolina, it has the duty to comply with the standards required by South Carolina law in filing only properly executed deeds.

The Fraudulent Deed, in this case, did not meet the requirements of a recordable deed. It was allegedly DocuSigned (electronically signed), which is not recognized in South Carolina. See Opinion of the Attorney General dated October 31, 2006, a copy of which is attached as Exhibit H.

As importantly, the Fraudulent Deed demonstrates that it did not comply with the statutory requirement that the grantee sign the deed in the presence of two witnesses. S.C. Code Ann. § 30-5-30. The witnesses could not have, and did not, witness Ms. Ward allegedly signing the Fraudulent Deed. In filing a deed under these circumstances, CLAS exposed Ms. Ward to an unreasonable risk of harm which was clearly foreseeable. By engaging in the unauthorized practice of law and not following the basic South Carolina recording law, it breached its duty.

b. Proximate Cause

The recording of the Fraudulent Deed by CLAS/CTIC proximately caused the Plaintiff's injuries. "The law defines proximate cause of an injury to be something that

produces a natural chain of events which, in the end, brings about the injury. Proximate causes does not mean the sole cause. The defendant's conduct can be a proximate cause if it was at least one of the direct, concurring causes of the injury." Rarely is proximate cause decided as a matter of law. Ralph King Anderson, Jr. South Carolina Requests to Charge - Civil, (2002), Section 20-2.

CLAS attempts to argue that the real damage and injury occurred when the Fraudulent Deed was signed. What CLAS fails to appreciate is that the deed was void *ab initio*. The injury to Ms. Ward occurred when the property was sold to Pereira Partners, LLC and Ms. Ward was dispossessed. This is the real proximate cause of her injuries.

2. CLAS/CTIC is a Party to the Cause of Action Seeking to Set Aside the Deed

In its Fourth cause of action, Plaintiff seeks a declaratory judgment to set aside the Fraudulent Deed. CLAS is named as a party to this cause of action because it may have an interest in the outcome of the action. Plaintiff does not object to CLAS being dismissed from this cause of action as long as it does not take a position contrary to the Plaintiff's in her attempt to set aside the Fraudulent Deed.

3. CLAS/CTIC Seeks to Be Dismissed as a Party to the Fifth Cause of Action Alleging Intentional Infliction of Emotional Distress

There is no question that Ms. Ward is the victim of fraudulent acts that constitute the intentional infliction of emotional distress. Discovery needs to take place as to CLAS/CTIC's involvement in the recording of the Fraudulent Deed, its relationship with Defendant David Litt, its knowledge of the recording laws in South Carolina, and its practices and policies concerning the recording of deeds.

This cause of action should continue through discovery.

4. Plaintiff Has Alleged a Viable South Carolina Unfair Trade Practices Act Claim.

CLAS is in the business of recording deeds. It is assumed that CLAS records deeds or assists others in recording deeds every day. The proper recording of deeds is a matter of public interest, especially when it involves the unauthorized practice of law in the recording of a deed. Unless addressed by this Court, CLAS/CTIC may very well continue the practice of recording deeds in South Carolina. CLAS's/CTIC's motion to dismiss the Plaintiff's Sixth cause of action alleging unfair trade practices should be denied.

5. Plaintiff Has Alleged a Viable Slander of Title Claim.

The Fraudulent Deed contains the false statement that Ms. Ward sold her home to Homedebone, LLC. CLAS then took the Fraudulent Deed and published it when it recorded it with the ROD. CLAS recorded the Fraudulent Deed in total disregard of Ms. Ward's rights and with the intent of depriving Ms. Ward of her ownership in her home. Ms. Ward's home is now vacant and is diminishing in value every day. It cannot now be sold because of the litigation and this alone is causing a diminution in value. But it is self evident that the diminution in value to Ms. Ward is 100% of the value of the home. The Plaintiff's Ninth cause of action asserting slander of title was appropriate under the facts of this case and CLAS's motion to dismiss itself from the same should be denied.

6. Plaintiff Has Pled a Viable Civil Conspiracy Claim.

CLAS appears to be arguing that Plaintiff needed to allege additional acts in furtherance of the conspiracy rather than reallege other claims within of the Complaint. In paragraph 118 of her Twelfth cause of action alleging civil conspiracy, the Plaintiff alleges

that the Defendants conspired and joined forces, with a meeting of two or more of their collective minds, for the express, unlawful purpose of harming Ms. Ward. This had not been pled anywhere else in the Complaint. These allegations satisfy the pleading requirement for a civil conspiracy cause of action.

V. CONCLUSION

CTIC's 12(b)(2) Motion to Dismiss alleging lack of jurisdiction should be denied. This Court has jurisdiction over CTIC. At a minimum, if the Court is so inclined, it should allow discovery to proceed to resolve any factual issues the Court may have concerning jurisdiction.

CLAS and CTIC's Motions to Dismiss based on 12(b)(6) should also be denied. The Amended Complaint states facts sufficient to allow the causes of action to proceed further.

Respectfully submitted,

LAW OFFICES OF JOHN M. LEITER PA

/s/ John M. Leiter

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Myrtle Beach, SC 29572
(843) 449-1451
Jleiter@48th.com
Attorney for the Plaintiff

September 9, 2022

EXHIBIT A

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.

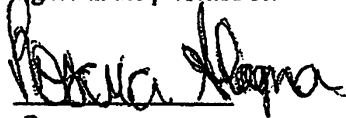
DocuSign Envelope ID: 856FB2B5-1FA8-4176-BCFB-38A947B12531

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



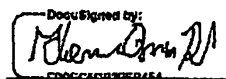
Name



Signature



Name

DocuSigned by:


Gloria Ormand Ward

DocuSign Envelope ID: 855FB2B5-1FA8-4176-BCFB-38A947B12531

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosalia 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: 10/7/2024

Notary Public Rosalia Hagan



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
bearing Horry County Tax Map Number 291572, was transferred on 2/4/2021
by GLORIA JORDAN WARD
to Homedebone, LLC

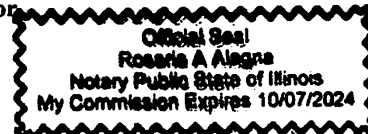
3. Check one of the following: The deed is
- (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, 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):

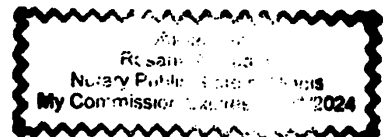
- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- (b) ☐ The fee is computed on the fair market value of the realty which is _____
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes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



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: _____



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 Litt

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 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>

FULL BUSINESS NAME

GRANTEE / MORTGAGEE / OBLIGEE / (FROM WHOM):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
<u>HOMEDBONE</u>	<u>LLC</u>	

FULL BUSINESS NAME

HOMEDBONE LLC

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT B



Horry County Register of Deeds

Marion D. Foxworth, III
Registrar

Transaction #: 4364432
Receipt #: SUSPENDED
Cashier Date: eRecord Agent

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

Customer Information	Transaction Information	Payment Summary
(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/5/2021 4:27:01PM Source Code: E-RECORD Return Code: E-RECORD Trans Type: Recording Agent Ref Num: 6241952	Total Fees \$15.00 Total Payments: \$15.00 Balance Due: \$0.00

TRANSACTION PROBLEMS : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS



Document must have a proper derivation clause. Incorrect book and page stated.
Witness signatures and acknowledgment is not legible.
A transmittal sheet is required.

1 Payment(s)		
ACH PAYMENT		\$15.00
1 Recorded Item(s)		
(001) DEED	BK/PG: / Instrument#: Date: From: To:	
Recording Fee @ \$15	1	\$15.00

ELECTRONICALLY FILED 2022 Sep 09 4:47 PM - Horry - CONWAY - DEEDS - CASE#2021CP2607668

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:

PROVIDENCE PARK; LOT 63 AT ANTIGUA.

The property hereinabove described was acquired by the Grantor by instrument recorded. A map showing the above-described property is recorded in Deed Book JH1705 at Page 010929

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.

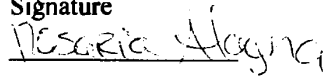
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all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

DocuSigned by:

F80EC6D630FB454

Gloria Ormand Ward

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Alegna, 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 Alegna





Horry County
Register of Deeds
Marion D. Foxworth, III
 Registrar

Transaction #: 4377227
 Receipt #: SUSPENDED
 Cashier Date: eRecord Agent

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/9/2021 3:25:01PM Source Code: E-RECORD Return Code: E-RECORD Trans Type: Recording Agent Ref Num: 6246303	Total Fees \$15.00 Total Payments: \$15.00 Balance Due: \$0.00

TRANSACTION PROBLEMS : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS



An affidavit of consideration must be submitted.

ACH PAYMENT	\$15.00

(001) DEED	BK/PG: / Instrument#: Date: From: To:	Recording Fee @ \$15 1 \$15.00

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY COUNTY - COMMON PLEAS - CASE#2021CP2607668

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.

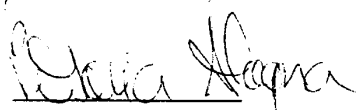
This is the identical property conveyed to the Grantor herein by Deed of Francisco J. Rey and Clara C. Rey dated December 1, 1995 and recorded December 1, 1995 in Deed Book 1835 at Page 711, Horry County Records.

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

Desoria Hagyard

Name

DocuSigned by:

F80EC6DB30FB454
Gloria Ormand Ward

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Alegna, 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 Alegna



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):

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



Horry County
Register of Deeds
Marion D. Foxworth, III
 Registrar

Transaction #: 4376413
 Receipt #: SUSPENDED
 Cashier Date: eRecord Agent

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/9/2021 9:38:01AM Source Code: E-RECORD Return Code: E-RECORD Trans Type: Recording Agent Ref Num: 6245076	Total Fees \$15.00 Total Payments: \$15.00 Balance Due: \$0.00

TRANSACTION PROBLEMS : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS



An affidavit of consideration must be submitted.

ACH PAYMENT	\$15.00

(001) DEED	BK/PG: / Instrument#: Date: From: To:	Recording Fee @ \$15	1	\$15.00

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY COUNTY CLERK OF COMMON PLEAS - CASE#2021CP2607668

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.

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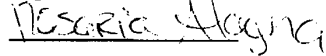
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all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

DocuSigned by:

F09EG6D830FB454
Gloria Ormand Ward

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Alegna, 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 Alegna



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):

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



Horry County
Register of Deeds
Marion D. Foxworth, III
 Registrar

Transaction #: 4379647
 Receipt #: SUSPENDED
 Cashier Date: eRecord Agent

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/11/2021 1:54:01PM Source Code: E-RECORD Return Code: E-RECORD Trans Type: Recording Agent Ref Num: 6250053	Total Fees \$15.00 Total Payments: \$15.00 Balance Due: \$0.00

TRANSACTION PROBLEMS : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS



Two witnesses to the execution are required.

ACH PAYMENT	\$15.00

(001) DEED	BK/PG: / Instrument#: Date: From: WARD GLORIA ORMAND To: HOMEDBONE LLC Recording Fee @ \$15	1 \$15.00

ELECTRONICALLY FILED 2022 Sep 09 09:47 PM - HORRY COUNTY CLERK OF COURTY PLEASE CASE#2021CP2607668

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:

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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

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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.

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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.

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.

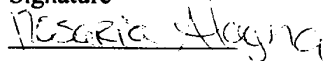
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all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

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

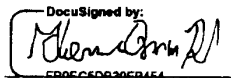
Signed in the presence of:



Signature



Name

DocuSigned by:

F80EC6DB30FB464
Gloria Ormand Ward

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Alegna, 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 Alegna



STATE OF SOUTH CAROLINA)

AFFIDAVIT

COUNTY OF HORRY)

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
 bearing Horry County Tax Map Number 29572, was transferred on 2/4/2021
 by GLORIA ORMOND WARD
 to HOMEDERBONE, LLC

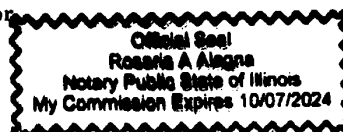
3. Check one of the following: The deed is
- (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, 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):

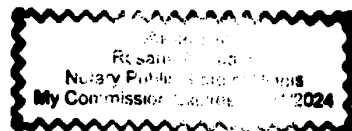
- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- (b) ☐ The fee is computed on the fair market value of the realty which is _____
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes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



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: _____



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 Lott

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 BOLDDED, 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



Horry County
Register of Deeds
Marion D. Foxworth, III
 Registrar

Transaction #: 4403090
 Receipt #: SUSPENDED
 Cashier Date: eRecord Agent

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY - COMMON PLEAS - JUDGE 2021CP2607668

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN,UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/16/2021 11:40:01AM Source Code: E-RECORD Return Code: E-RECORD Trans Type: Recording Agent Ref Num: 6254414	Total Fees \$16.85 Total Payments: \$16.85 Balance Due: \$0.00

TRANSACTION PROBLEMS : PLEASE RETURN THIS COVER SHEET WITH YOUR DOCUMENTS



Poor quality image. The witness signature is not legible.

ACH PAYMENT	\$16.85

 (001) DEED BK/PG: / Instrument#: Date: From: To:			IN PLEAS -

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.

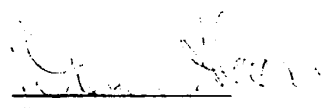
This is the identical property conveyed to the Grantor herein by Deed of Francisco J. Rey and Clara C. Rey dated December 1, 1995 and recorded December 1, 1995 in Deed Book 1835 at Page 711, Horry County Records.

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.

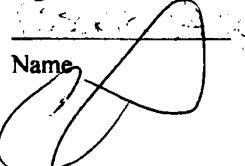
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all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

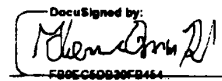


Name

Signature



Name

DocuSigned by:

F08EC6DD30F8464

Gloria Ormand Ward

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosario A. 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: 10/07/2024

Notary Public Rosario A. 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 29572
 bearing Horry County Tax Map Number 21412021, was transferred on 2/4/2021
 by GLORIA JORDAN WARD
 to HOMEDERBONE, LLC

3. Check one of the following: The deed is

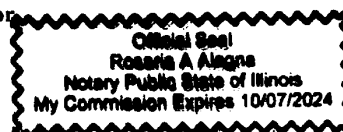
- (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to 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):

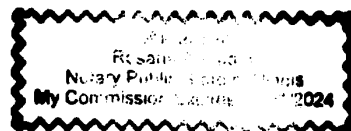
- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- (b) ☐ The fee is computed on the fair market value of the realty which is _____
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes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



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: _____



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 2021Rosaria Alagna
Notary Public SignatureMy Commission Expires: 10/07/2024

Responsible Person Connected w/Transaction (Signature)

David LTT

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



Horry County
Register of Deeds
Marion D. Foxworth, III
Registrar

Transaction #: 4406185
Receipt #: 2463090
Cashier Date: 2/18/2021 3:04:40PM
LBLANTON

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

(00801) CORPORATION SERVICE COMPANY 919 NORTH 1000 WEST LOGAN, UT 84341 ATTN: Escrow Balance: \$9.00	Date Received: 2/18/2021 2:50:03PM Source Code: E-RECORD Return Code: E-RECORD Trans Type: Recording Agent Ref Num: 6258045	Total Fees: \$15.00 Total Payments: \$15.00 Balance Due: \$0.00

 ACH PAYMENT	\$15.00

 (001) DEED	BK/PG: 4391/65 Instrument#: 2021000020326 Date: 2/18/2021 From: WARD GLORIA ORMAND To: HOMEDEBONE LLC	
Recording Fee @ \$15	1	\$15.00

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM Horry - COMMON PLEAS - CASE#2021CP2607668

39513030053

DocuSign Envelope ID: 866FB286-1FA8-4176-BCFB-36A947B12531

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.

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DocuSign Envelope ID: 855FB2B6-1FA8-4178-BCF8-36A947B12531

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.

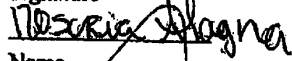
And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the
right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that
the Grantor will warrant and defend the title against the lawful claims of all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



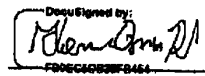
Name



Signature



Name

DocuSigned by:


Gloria Ormand Ward

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

DocuSign Envelope ID: 855FB286-1FA8-4176-BCFB-36A947B12531

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Horry

I Rosaria Hagn, 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 Hagn



ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

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
bearing Horry County Tax Map Number 29572, was transferred on 2/4/2021
by ELORA JORDAN WARD
to HomeDebone, LLC

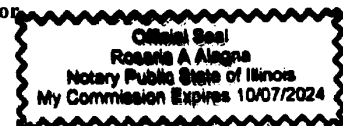
3. Check one of the following: The deed is
- (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, 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 12-24-40

(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):

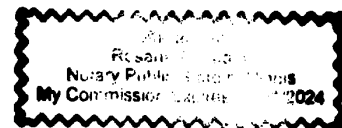
- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
- (b) ☐ The fee is computed on the fair market value of the realty which is _____
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes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



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: _____
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(If no amount is listed, place zero here.)
- (c) 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

Responsible Person Connected w/Transaction (Signature)

David Litt

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 BOLDDED, 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

ELECTRONICALLY FILED - 2022 Sep 09 4:47 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

EXHIBIT C



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: Homedebone, LLC

Entity Number: 11762474-0111 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: Rosa Alagna

Name: Rosa Alagna

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 Jul 20 20
in this office of this Division and hereby issued
This Certificate thereof.

Examiner AUA

Date 07/22/20



Joan Stierzer
Joan Stierzer
Division Director

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 GRAMA {63G-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.

EXHIBIT D

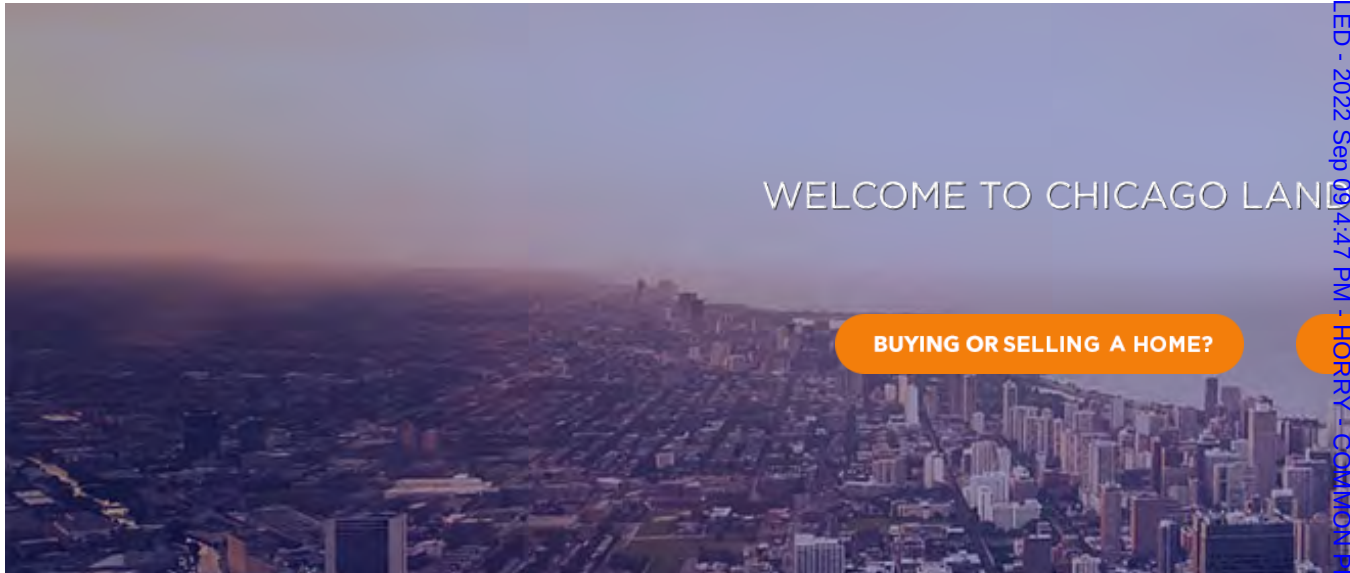


AGENT LOGIN

FIND ATTORNEY

UPCOMING EVENTS

FAQ



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.

For attorneys who want to become a title agent, we can provide you with title related services, training and expertise. For more information, contact us today. If you are selling your home and need a quote or assistance with the closing process, we would love to hear from you. Contact Us.

Thank you for visiting our website. We would love to hear from you.

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Registered Agents

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Successful Closings

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Chicago Metro Chicago Belmont Office

Serving Northside Chicago



CONTACT INFORMATION

Chicago Belmont Office

ADDRESS:
1620 W Belmont
Chicago, IL 60657

PHONE:
773-528-1816

FAX:
773-528-3977

EMAIL:
ashlandclosings@ctt.com

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Proud Supporter of Illinois Business & Economic Development

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EXHIBIT E

1) Corporate Name CHICAGO TITLE INSURANCE COMPANY		2) Pay Number P 7108-684-4	3) State / Country Florida	4) Iss / Exp Date 03/15/2017
5) President Name & Address RAYMOND R QUIRK 601 RIVERSIDE AVE, JACKSONVILLE, FL 32204				
6) Secretary Name & Address MARJORIE NEMZURA 10 S LASALLE ST STE 3100 CHICAGO IL 60603				
7) Officer / Director Name & Address ANTHONY J PARK 601 RIVERSIDE AVE, JACKSONVILLE, FL 32204				
8) Share Information	Class	Series	Par Value	Number Issued as of 12/31/2020
COMMON			100.00000	25,000
			20,000.000	
9) Registered Agent CT CORPORATION SYSTEM 208 SO LASALLE ST, SUITE 814 CHICAGO IL 60604-1101 Cook County				
10) Principal Address of Corporation: 601 RIVERSIDE AVE, JACKSONVILLE, FL 32204				
11) Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to the provisions of the Business Corporation Act, has been prepared by me and is, to the best of my knowledge and belief, true, correct and complete. <i>Anthony J. Park</i> 02/17/2021				

FILED

MAR 24 2021



CD0408276

71086844

Name	Title	Address
Quirk, Raymond R.	Director	601 Riverside Ave, Jacksonville, FL 32204
Barton, Edson N., Jr	Director	601 Riverside Ave, Jacksonville, FL 32204
Nolan, Michael J.	Director	601 Riverside Ave, Jacksonville, FL 32204
Nemzura, Marjorie	Director	10 S LaSalle St Ste 3100, Chicago, IL 60603
Park, Anthony J.	Director	601 Riverside Ave, Jacksonville, FL 32204
Quirk, Raymond R.	Chairman of the Board, President and Chief Executive Officer	601 Riverside Ave, Jacksonville, FL 32204
Day, Steven G.	President, National Agency Operation	601 Riverside Ave, Jacksonville, FL 32204
Jewkes, Roger S.	President, Western Operation	601 Riverside Ave, Jacksonville, FL 32204
Nolan, Michael J.	President, Eastern Operation	601 Riverside Ave, Jacksonville, FL 32204
Carman, P. Richard	Executive Vice President	3210 El Camino Real Ste 200, Irvine, CA 92603
Park, Anthony J.	Executive Vice President, Chief Financial Officer and Treasurer	1701 Village Center Circle, Las Vegas, NV 89133
Parthington, Donald E.	Executive Vice President	1701 Village Center Circle, Las Vegas, NV 89133
Perez, Paul I.	Executive Vice President and Chief Compliance Officer	1701 Village Center Circle, Las Vegas, NV 89133
Sadowski, Peter T.	Executive Vice President	601 Riverside Ave, Jacksonville, FL 32204
Urquhart, Gary R.	Executive Vice President and General Counsel	601 Riverside Ave, Jacksonville, FL 32204
Van Rooy, Tara B.	Executive Vice President and General Counsel	10 S LaSalle St Ste 3100, Chicago, IL 60603
Wunderlich, John A.	Executive Vice President	601 Riverside Ave, Jacksonville, FL 32204
Boother, Douglas A.	Senior Vice President and Major Claims Counsel	601 Riverside Ave, Jacksonville, FL 32204
Burch, Robert	Senior Vice President and Chief Information Security Officer	601 Riverside Ave, Jacksonville, FL 32204
Colby, Jeffrey E.	Senior Vice President and Chief Accounting Officer	601 Riverside Ave, Jacksonville, FL 32204
Cole, J. Donald	Senior Vice President and Chief Underwriting Counsel	601 Riverside Ave, Jacksonville, FL 32204
Dartin Franklin, Elizabeth U.	Senior Vice President and Director of Audit Service	601 Riverside Ave, Jacksonville, FL 32204
DePoot, Randle P.	Senior Vice President and National Agency Counsel	601 Riverside Ave, Jacksonville, FL 32204
Faese, Kelly D.	Senior Vice President and Employment Counsel	1550 Parkside Dr Ste 300, Walnut Creek, CA 94599
Hampton, Daniel K.	Senior Vice President and Director of Litigation	601 Riverside Ave, Jacksonville, FL 32204
Hartmann, Matthew G.	Senior Vice President, Investment	601 Riverside Ave, Jacksonville, FL 32204
Levitch, Jay L.	Senior Vice President and Director of Litigation	601 Riverside Ave, Jacksonville, FL 32204
Mortimer, Patrick	Senior Vice President and Director of Human Resources	601 Riverside Ave, Jacksonville, FL 32204
Rhodin, Patrick S.	Senior Vice President and Chief Risk Officer	601 Riverside Ave, Jacksonville, FL 32204
Rossie, Jennifer S.	Senior Vice President and Senior Claims Counsel	601 Riverside Ave, Jacksonville, FL 32204
Saag, David S.	Senior Vice President and Chief Claims Counsel	601 Riverside Ave, Jacksonville, FL 32204
Schiffman, Mark E.	Senior Vice President and Deputy Chief Legal Officer	601 Riverside Ave, Jacksonville, FL 32204
Schmidt, Katherine G.	Senior Vice President, Chief Regulatory Officer, and Assistant Secretary	601 Riverside Ave, Jacksonville, FL 32204
Thometz, Gerard M.	Senior Vice President	10 S LaSalle St Ste 3100, Chicago, IL 60603
Therney, Laura C.	Senior Vice President and Managing Counsel	601 Riverside Ave, Jacksonville, FL 32204
Tucker, Joseph P.	Senior Vice President and Director of Major Claims Litigation	601 Riverside Ave, Jacksonville, FL 32204
Tyler, Lisa A.	Senior Vice President and Escrow Administrator	3210 El Camino Real Ste 200, Irvine, CA 92603
Wells, Stephanie K.	Senior Vice President and Tax Director	601 Riverside Ave, Jacksonville, FL 32204
Alex, Melissa E.	Vice President and Audit Manager	601 Riverside Ave, Jacksonville, FL 32204

71086844

Feldman, Sally A.	Vice President and Tax Director	601 Riverside Ave, Jacksonville, FL 32204
King, John	Vice President and Assistant Controller	601 Riverside Ave, Jacksonville, FL 32204
Nelson, Todd A.	Vice President	601 Riverside Ave, Jacksonville, FL 32204
Nemzura, Marjorie	Vice President and Corporate Secretary	601 Riverside Ave, Jacksonville, FL 32204
Peebles, Edward A.	Vice President and Controller	601 Riverside Ave, Jacksonville, FL 32204
Supalo, Marilyn C. N.	Vice President and Assistant Treasurer	1701 Village Center Circle, Las Vegas, NV 89134
Bagaporo, Lindsay N. W.	Assistant Vice President	3220 El Camino Real Ste 200, Irvine, CA 92603
Forchner Conner, Erika K	Assistant Vice President and Tax Manager	601 Riverside Ave, Jacksonville, FL 32204
Garland, Todd	Assistant Vice President and Corporate Accounting Manager	601 Riverside Ave, Jacksonville, FL 32204
Katona, Nicole N	Assistant Vice President and Risk Manager	601 Riverside Ave, Jacksonville, FL 32204
Lovejoy, Madeline G. M.	Assistant Vice President and Assistant Secretary	3210 El Camino Real Ste 200, Irvine, CA 92603
McCall, Kenneth J.	Assistant Vice President and Corporate 1099 Assistant Manager	3210 El Camino Real Ste 200, Irvine, CA 92603
Rennie, See Vue	Assistant Vice President and Tax Manager	601 Riverside Ave, Jacksonville, FL 32204
Ruel, Jennifer J	Assistant Vice President and Assistant Secretary	601 Riverside Ave, Jacksonville, FL 32204



State of Illinois
Domestic/Foreign Corporation Annual Report

Year 2021 Corporation File No 59542575

FILED July 26, 2021

Jesse White, Secretary of State

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1. Corporate Name CHICAGO LAND AGENCY SERVICES, INC.
Registered Agent C T CORPORATION SYSTEM
Registered Office 208 SO LASALLE ST, SUITE 814
City, IL, Zip Code, County CHICAGO, IL 60604-1101 COOK
2. Principal address of Corporation 1620 W. BELMONT AVE. CHICAGO, IL 60657
- 3a. State or Country of Incorporation ILLINOIS 3b. Date Incorporated/Qualified 08-11-1997
4. The names and addresses of ALL officers & directors MUST be listed here!

Officers	
Title Name & Address	PRESIDENT RANDALL S MOORE 1620 W BELMONT AVE. CHICAGO, IL 60657
Title Name & Address	SECRETARY PATRICIA TROYER SAME
Title Name & Address	TREASURER PATRICIA TROYER 1620 W. BELMONT AVE. CHICAGO, IL 60657

5. If 51% or more of the stock is owned by a minority or female, please check the appropriate box

☐ Minority ☐ Female ☐ Both

6. Number of shares authorized and issued as of 5-31-2021

Class	Series	Par Value	Number Authorized	Number Issued
COMMON		0.00000	100000	1000.000

7. The amount of paid-in-capital as of 5-31-2021 is \$ 1000

8. The corporation elects to pay its annual franchise tax based upon 100% of its total paid-in capital.

9. Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By RANDALL S. MOORE
Authorized Officer

PRESIDENT July 26, 2021
Title & Date

Fee Summary	
Franchise Tax:	\$0.00
Filing Fee:	\$75.00
Penalty:	\$0.00
Interest:	\$0.00
Total Fee:	\$75.00



State of Illinois
Domestic/Foreign Corporation Annual Report

Year **Corporation File No.**

2021 59542575

FILED July 26, 2021

Jesse White, Secretary of State

1. **Corporate Name** CHICAGO LAND AGENCY SERVICES, INC.

Registered Agent C T CORPORATION SYSTEM

Registered Office 208 SO LASALLE ST, SUITE 814

City, IL, Zip Code, County CHICAGO, IL 60604-1101 COOK

Officers		
Title	VICE PRESIDENT	
Name & Address	PATRICIA TROYER 1620 W. BELMONT AVE.	CHICAGO, IL 60657
Title	DIRECTOR	
Name & Address	RANDALL S. MOORE 1620 W. BELMONT AVE.	CHICAGO, IL 60657
Title	DIRECTOR	
Name & Address	PATRICIA TROYER 1620 W. BELMONT AVE.	CHICAGO, IL 60657
Title	DIRECTOR	
Name & Address	MIKE CUSACK 1620 W. BELMONT AVE.	CHICAGO, IL 60657
Title	DIRECTOR	
Name & Address	VINCE HEARN 1620 W. BELMONT AVE.	CHICAGO, IL 60657
Title	DIRECTOR	
Name & Address	LISA SMITH 1620 W. BELMONT AVE.	CHICAGO, IL 60657
Title		
Name & Address		
Title		
Name & Address		

Form **BCA-4.15/4.20**

Illinois
Application to Adopt an
Assumed Corporate Name
 Business Corporation Act

FILE # 59542575

Secretary of State
 Department of Business Services
 Springfield, IL 62756
 217-782-9520
 www.ilsos.gov

Filing Fee: 90.00
 Approved: BLA

FILED
May 09, 2022
Jesse White
Secretary of State

1. Corporate Name: CHICAGO LAND AGENCY SERVICES, INC.

2. State of Incorporation: ILLINOIS

3. Date Incorporated/Qualified: 08/11/1997

4. Corporation intends to adopt and to use the assumed corporate name of:

CLAS CLERKING

5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until 08/01/2025, the first day of the corporation's anniversary month in the next year evenly divisible by five.

6. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Date: May 09, 2022

Exact Name of the Corporation:
CHICAGO LAND AGENCY SERVICES, INC.

PATRICIA TROYER

Authorized Officer's Name

VICE PRESIDENT

Title

EXHIBIT F



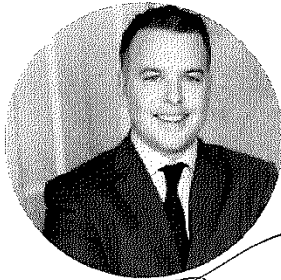
Home



My Network



Jobs

**Vince Hearn** · 3rd

Vice President, Sales Manager at Chicago Title

- Chicago Title
- Illinois State University

Park Ridge, Illinois, United States · [Contact info](#)

500+ connections

[Connect](#)[Message](#)[More](#)**Activity**

1,948 followers

[+ Follow](#)

Vince Hearn commented on a post · 2mo

This was the one I spotted too Sara O'Connor Mount Greenman!



30

16 comments

Vince Hearn commented on a post · 2mo

I didn't see this one Irene Chase Chase, but yeah never heard of Catham!



30

16 comments

Vince Hearn commented on a post · 2mo

I didn't even see that one Stanley Joseph Czaja, Esq., ITP This thing is littered with misprints 😊... the one I found is not even phonetically correct.



Home



My Network



Jobs

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Experience



VP Sales | Sales Manager

Chicago Title

Sep 2015 - Present · 7 yrs



Account Executive

Chicago Title Insurance Company

Feb 2008 - Sep 2015 · 7 yrs 8 mos



Account Executive

97.1 FM The Drive

2003 - 2008 · 5 yrs

Chicago, Illinois



Account Executive

CDW-G

2001 - 2003 · 2 yrs

Chicago, Illinois

Education



Illinois State University

Bachelor of Science (B.S.), Mass Communication/Media Studies

1997 - 2001

Minor: Business Administration

Skills

Real Estate Transactions



Endorsed by Waldemar "Walter" Wyszynski and 9 others who are highly skilled at this



Endorsed by 7 colleagues at Chicago Title



69 endorsements

Real Estate

**Endorsed by 5 colleagues at Chicago Title**

**44 endorsements**

Sales

**Endorsed by Kristina Walus who is highly skilled at this**

**Endorsed by 4 colleagues at Chicago Title**

**40 endorsements**

Show all 16 skills →

Interests

Influencers Companies Groups Schools



Tim Ferriss  · 3rd

Bestselling author, human guinea pig. Experiments: tim.blog

1,516,885 followers





People also viewed



Vincent Hearn, Sr. · 3rd+ 

VP, Defense & International Sales at goTenna

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PEOPLE ON THE MOVE

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JUNE 27

REAL ESTATE

Mike Cusack, Chicago Title Insurance Company**Chicago Title Insurance Company, Chicago**

Mike Cusack has been promoted to Senior Vice President and Regional Manager, overseeing the company's operations across the Chicago Metro Area of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties. Chicago Title, part of Fidelity National



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Jobs

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Lisa Smith

Assistant Vice President at Chicago Title Insurance Company



Chicago Title Insurance Company

Crystal Lake, Illinois, United States · [Contact info](#)

5 connections

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Activity

5 followers

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Lisa hasn't posted lately

Lisa's recent posts and comments will be displayed here.

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Experience



Assistant Vice President

Chicago Title Insurance Company

EXHIBIT G



Horry County Fifteenth Judicial Circuit Public Index



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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

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

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

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



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Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Chicago Title Company LLC	Defendant	2018CP1005875	12/11/2018	Dismissed	11/18/2021	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance company	Plaintiff	1989CP1005721	12/28/1989	Judgment	08/06/1990	Common Pleas	Special-Comp/Oth 699	1989CP1005721	Common Pleas
Chicago Title Insurance Co Etc	Defendant	2008CP1002641	05/13/2008	Judgment	02/10/2012	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Plaintiff	1989CP1005721	12/28/1989	Judgment	08/06/1990	Common Pleas	Special-Comp/Oth 699	1989CP1005721	Common Pleas
Chicago Title Insurance Company	Plaintiff	1990CP1006195	12/31/1990	Judgment	02/12/1991	Common Pleas	Special-Comp/Oth 699	1990CP1006195	Common Pleas
Chicago Title Insurance Company	Defendant	1993CP1001853	04/23/1993	Settled	07/22/1993	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	1993CP1003155	07/27/1993	Settled	08/18/1993	Common Pleas	Judgment/Other 799		Common Pleas
Chicago Title Insurance Company	Plaintiff	1996CP1003296	09/16/1996	Dismissed	03/06/1998	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Plaintiff	1996LP1006394	09/16/1996	Dismissed	03/06/1998	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	2006CP1000371	02/01/2006	Change Of Venue	03/29/2006	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Plaintiff	2011CP1003838	05/31/2011	Judgment	10/09/2017	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Plaintiff	2011CP1003838	03/07/2014	Disposed	07/30/2015	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company	Defendant	2014CP1005794	09/22/2014	Dismissed	10/15/2015	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Plaintiff	2014LP1000431	05/31/2011	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Plaintiff	2014LP1000815	05/31/2011	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	2016CP1003019	06/09/2016	Dismissed	06/29/2017	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Plaintiff	2017CP1003761	07/24/2017	Judgment	07/24/2017	Common Pleas	Foreign Judgment 710	2017CP1003761	Common Pleas
Chicago Title Insurance Company	Defendant	2018CP1005875	12/11/2018	Dismissed	11/18/2021	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Defendant	2019CP1005567	10/23/2019	Settled	02/14/2020	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	2019CP1005567	12/18/2019	Dismissed	02/12/2020	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company	Defendant	2019LP1001082	10/23/2019	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	2022CP1001673	04/12/2022	Transferred	05/12/2022	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Defendant	2022CP1002734	06/17/2022	Dismissed	08/19/2022	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	2022LP1000441	06/17/2022	Dismissed	08/19/2022	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1992CP1005179	11/04/1992	Disposed	04/30/1993	Common Pleas	Special-Comp/Oth 699		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1992LP1007074	11/04/1992	Dismissed	04/30/1993	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1997CP1002520	05/02/1997	Settled	11/23/1998	Common Pleas	Judgment/Other 799		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1997CP1003697	07/29/1997	Disposed	03/16/1999	Common Pleas	Special-Comp/Oth 699		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1997CP1003697	07/30/1998	Disposed	03/16/1999	Common Pleas	Special-Comp/Oth 699		Master In Equity
Chicago Title Insurance Company Etal	Defendant	2011CP1000897	02/04/2011	Settled	02/11/2011	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company Etc	Defendant	1996CP1000556	02/15/1996	Settled	03/18/1997	Common Pleas	Condemnation 410		Common Pleas
Chicago Title Insurance Company Etc	Defendant	1996LP1006096	02/15/1996	Dismissed	03/18/1997	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	2005CP1003608	09/02/2005	Settled	02/09/2010	Common	Foreclosure 420		Common Pleas

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

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EXHIBIT H

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The State of South Carolina
OFFICE OF THE ATTORNEY GENERAL

HENRY McMASTER
ATTORNEY GENERAL

October 31, 2005

F. Lee Prickett, Jr., Esquire
Calhoun County Attorney
102 Courthouse Drive, Suite 108
St. Matthews, South Carolina 29135

Dear Lee:

In a letter to this office you questioned the legality of recording deeds, mortgages or other land transactions by electronic means. Such question was raised in reference to the provisions of the "Uniform Electronic Transactions Act", hereafter "the UETA", which is codified as S.C. Code Ann. §§ 26-6-10 et seq. I am not aware of any counties in the State that are presently recording such documents by electronic means.

As to the matter of execution of deeds, no provisions of the UETA specifically reference the execution of deeds, mortgages or other land transactions. However, execution of such documents is also not specifically prohibited by the UETA. (See Section 26-6-30 which exempts certain transactions, such as the creation and executions of wills). As to the legality of electronic contracts or records, it is provided by Section 26-6-50 that the UETA "...applies only to transactions between parties who agree to conduct transactions by electronic means." Furthermore, Section 26-6-60 states that

This chapter must be construed and applied to:

- (1) facilitate electronic transactions consistent with other applicable law;
- (2) be consistent with reasonable practice concerning electronic transactions and with continued expansion of these practices; and
- (3) effectuate its general purpose to make uniform the law with respect to the subject of this chapter among states enacting it.

It is further provided by Section 26-6-70 that

- (A) A record or signature must not be denied legal effect or enforceability solely because it is in electronic form.
- (B) A contract must not be denied legal effect or enforceability solely because an electronic record is used in its formation.

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- (C) An electronic record satisfies a law requiring a record to be in writing.
- (D) An electronic signature satisfies a law requiring a signature.

As stated in Donan v. Mariner, 339 S.C. 621, 626, 529 S.E.2d 754, 757 (2000),

[a] deed is not legally effective until it has been delivered...While there is no prescribed method for an effective delivery of a deed, manual transfer of the instrument into the hand of the grantee is neither required to effectuate a valid delivery, nor dispositive of the issue. The term delivery in this regard refers to "not so much a manual act but the intention of the maker...existing at the time of the transaction...and not subject to later change of mind."..."The controlling question of delivery in all cases is one of intention."

The UETA as set forth in Section 26-6-80 states that

- (A) If parties agree to conduct a transaction by electronic means and a law requires a person to provide, send, or deliver information in writing to another person, the requirement is satisfied if the information is provided, sent, or delivered in an electronic record capable of retention by the recipient at the time of receipt.

In the opinion of one author as set forth in a law review article titled "Digital Recording of Real Estate Conveyances" published at 32 John Marshall Law Review 227,

The core concept of the UETA is that electronic documents should be recognized and enforced to the same extent as paper documents. The UETA specifically excludes wills and codicils, and trusts created in connection with wills and codicils, but there are no other broad exclusions. Thus, the act covers deeds, mortgages, releases, and other ordinary real estate documents. It does not cover "a provision in a rule of law relating to a specific mode of delivery or display of information." While deeds and other real estate conveyances must be delivered to take effect, the general rules of the common law do not provide for any "specific mode of delivery;" hence, this exclusion does not take real estate conveyances out of the act's coverage.

The UETA does not require anyone to use an electronic document, but merely authorizes their use. Similarly, it does not require any particular mode of delivery or transmission, so long as the recipient of the document has the means reasonably available to retrieve and read it. For example, a grantor could deliver a deed to a grantee simply by e-mailing it to the grantee, provided that the grantee had the means for readily receiving and reading e-mails. Likewise, a deed could be transmitted to

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the recorder's office for recordation if the recorder was equipped to receive and process e-mail transmissions. The grantee or recorder could, however, expressly provide that it declined to receive e-mailed deeds, in which case some other form of delivery would be necessary.

32 J. Marshall L. Rev. 264-265.

Consistent with such, it may be argued that there is a basis to indicate that a deed may be executed consistent with the UETA. However, such a conclusion by this office is not free from doubt and express legislative clarification should be sought before adopting such a method for the execution of a deed. This is especially the case because of the present requirements for recording of deeds.

As to the matter of recording, in Milford v. Aiken, 61 S.C. 110 at 111, 39 S.E. 233 (1901) the State Supreme Court stated that the process of recording is "...purely the creation of the statute law, and therefore [is] subject to such variety as to form, methods, etc. as to the legislative mind may seem best." Generally, as referenced in an opinion of this office dated January 20, 1982,

The General Assembly has...enacted several designated prerequisites to recordation. The principal authority for the recording officer to refuse recordation is § 30-5-30 which states that '[b]efore any deed or other instrument in writing can be recorded in this State', the enumerated statutory requirements must be fulfilled. These prerequisites, of course, include proof of execution, or compliance with the Uniform Recognition of Acknowledgments Act. Other prerequisites to recordation contained elsewhere are § 30-5-80 [auditor's endorsement], § 30-7-50 [execution and probate of assignments] and § 30-5-35 [requirement of a derivation clause, etc.]. With respect to these statutory requirements (and any other statutory requirements), there is no doubt that the recording officer is authorized and required to refuse recordation if the statutory requisites are not met.

As to the UETA, pursuant to Section 26-6-170, "(e)ach governmental agency of this State shall determine if, and the extent to which, it will create and retain electronic records and convert written records to electronic records."

In an opinion of the Texas Attorney General dated August 5, 2004, it was stated that

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Even though documents that result from electronic transactions are valid and enforceable between the parties [under the E-Sign Act¹ and the UETA], there is no broad agreement about whether those documents may be recorded in the various local land records offices in the several states. Laws and regulations in many states frequently limit a recordable document to one that is in writing or on paper. They may also require that the recorded document be an original document. Similar laws and regulations may require signatures to be in writing and acknowledgments to be signed. Being electronic and not on paper, being an electronic version of an original paper document, or having an electronic signature or acknowledgment instead of a handwritten one, an electronic document might not be recordable under the laws of these states....The NCCUSL² currently is drafting a Uniform Real Property Electronic Recording Act "to assist state and local government[s] in making a full transition to electronic media." The draft's prefatory note describes the UETA and the E-Sign Act as giving "legal effect to real estate transactions that are executed electronically and allow[ing] them to be enforced between the parties thereto."...Presumably, the new Uniform Real Property Electronic Recording Act, will, if adopted, further clarify a local recording officer's duties with respect to electronic transactions.

That opinion commented that the California Attorney General in an opinion had determined that a county recorder was not required to accept electronic documents which included electronic signatures. It was also noted that in 2001 the New York Attorney General had concluded that a county recording officer was not precluded from rejecting a filing which was submitted for recording that bore only an electronic signature.

The Texas Attorney General's opinion made reference to the "Uniform Real Property Electronic Recording Act", hereinafter "URPERA", which, according to the opinion, would clarify a recording officer's duties with respect to electronic transactions. The magazine *Texas Technology* in the August, 2005 edition also made reference to the URPERA stating that it was released in August, 2004 by the National Conference of Commissioners on Uniform State Laws. According to that article, the enactment of legislation based upon the URPERA would authorize electronic recording.

¹The E-Sign Act is the federal Electronic Signatures in Global and National Commerce Act (15 U.S. C. §§ 7001-7031).

²The NCCUSL is the National Conference of Commissioners on Uniform State Laws.

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Based upon the foregoing, it is my opinion that until the General Assembly enacts legislation specifically authorizing the execution and recording of deeds and mortgages by electronic means, such method of execution and recording is not recognized in this State.

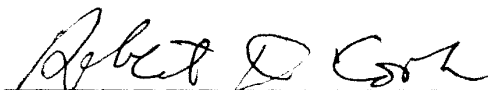
With kind regards, I am,

Sincerely,



Charles H. Richardson
Senior Assistant Attorney General

REVIEWED AND APPROVED BY:



Robert D. Cook
Assistant Deputy Attorney General

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	)	
	)	DEFENDANT CHICAGO TITLE
	)	INSURANCE COMPANY’S REPLY IN
Plaintiff,	)	SUPPORT OF MOTION TO DISMISS
	)	FOR LACK OF PERSONAL
vs.	)	JURISDICTION
	)	
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.	)	

SUMMARY OF THE ARGUMENT

Plaintiff is seeking to hold Defendant Chicago Title Insurance Company (“Chicago Title”) subject to personal jurisdiction in this Court even though Chicago Title has no suit related contacts with South Carolina. Relying on a 1917 United States Supreme Court opinion that is no longer good law, Plaintiff argues that Chicago Title is subject to general personal jurisdiction because it complied with a South Carolina statute requiring licensed insurers to agree to the Department of Insurance serving as their agent for service of process. Numerous courts, including the Fourth Circuit, have acknowledged that the law upon which Plaintiff relies is no longer valid and, as set forth below, even if it is still good law, it would not apply to confer general jurisdiction on Chicago Title in this case.

Plaintiff also argues that this Court can exercise specific personal jurisdiction over Chicago Title even though the case is based on the recording of a fraudulent deed by Chicago Land Agency

Services (“CLAS”), an Illinois corporation in which Chicago Title is a 49.9% shareholder. Plaintiff notes that three of the Board of Directors members for CLAS are representatives of Chicago Title and argues CLAS has the same address as one of Chicago Title’s multiple Chicago offices. The law is clear that such overlap is insufficient to confer personal jurisdiction over a corporation’s shareholder.

Not surprisingly, then, Plaintiff’s specific jurisdiction relies almost entirely on its joint venture partnership argument, which arises exclusively out of a statement from CLAS’s website that “CLAS is a joint venture partnership with Chicago Title Insurance Company.” The problem is that, by definition, CLAS itself cannot be a joint venture since it is a corporation and a joint venture ceases to exist when it is incorporated. The fact that CLAS calls itself a joint venture on its website is meaningless considering that it is not a joint venture, by definition.

Moreover, the website does not state that CLAS and Chicago Title are in a joint venture partnership that is separate from CLAS (as that is not the case). However, even if CLAS and Chicago Title were in a separate joint venture, this would mean that CLAS has an existence and business purpose that is separate from the joint venture itself since it cannot be the joint venture itself and a separate joint venture partner. Yet there is no evidence or allegation that the recording of the fraudulent deed giving rise to this case was the result of this fictional joint venture rather than CLAS’s business operations that are separate from the joint venture. Obviously, Chicago Title cannot be held responsible, or hauled into this Court, based on actions taken by CLAS in the course of its own business outside of the alleged joint venture.

1. Plaintiff’s general jurisdiction argument rests on old law that has been overturned.

Plaintiff’s argument that Chicago Title is subject to general jurisdiction in South Carolina rests upon *Pennsylvania Fire Insurance Co. of Philadelphia v. Gold Issue Mining & Milling Co.*, 243 U.S. 93 (1917), where the Supreme Court held that a foreign-corporation 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. Since Chicago Title is a licensed insurer in South Carolina, Plaintiff points to South Carolina Code Section 38-5-70, which requires licensed insurers to appoint the Director of the South Carolina Department of Insurance 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 . . .”

However, as the Fourth Circuit and other courts have held, *Pennsylvania Fire* is no longer good law. *Fidrych v. Marriott Intl., Inc.*, 952 F.3d 124, 136 (4th Cir. 2020) (“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*.”).¹ Although *Pennsylvania Fire* has not been good law since the end of World War II, the death nail for *Pennsylvania Fire*, came with the Supreme Court’s recent decisions in *Daimler AG v. Bauman*, 571 U.S. 117, 122 (2014), *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915 (2011), and *BNSF Ry. Co. v. Tyrell*, 137 S. Ct. 1549

¹ See also *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) (“If mere registration and the accompanying appointment of an in-state agent—without an express consent to general jurisdiction—nonetheless sufficed to confer general jurisdiction by implicit consent, 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).

(2017).² These opinions establish that a corporation is only susceptible to general jurisdiction when its contacts are so continuous and systematic that it is “at home” in the forum, and that, other than exceptional cases, a corporation is only at home in two forums: the one where it is incorporated and the one where it maintains its principal place of business. Importantly, the inquiry “calls for an appraisal of a corporation's activities in their entirety” and “[a] corporation that operates in many places can scarcely be deemed at home in all of them.” *BNSF Ry. Co.*, 137 S. Ct. at 1558. Applying this standard, the Supreme Court in *BNSF Ry. Co.* held that BNSF 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.

Plaintiff asserts Chicago Title is a nationwide provider of title insurance, including substantial title insurance business in South Carolina, among others. (Pl. Opp. at 4, 7). It is akin to BNSF in that South Carolina is only one portion of its business, and under *BNSF Ry. Co.* and *Daimler*, it cannot be subject to general jurisdiction in all states where it does business. *See also Georgia Gaming Inv., LLC v. Chicago Title and Tr. Co.*, 20-CV-2882-SHM, 2021 WL 4317276, at *3 (W.D. Tenn. Sept. 22, 2021) (finding that “Plaintiffs’ argument that the Court has general jurisdiction over Chicago Title

² At the time *Pennsylvania Fire* was decided, a state could not exercise jurisdiction outside its boundaries, and jurisdiction was akin to service of process. *See Tyler v. Ford Motor Co.*, 2:20-CV-584-WKW, 2021 WL 5361069, at *9 (M.D. Ala. Nov. 17, 2021), vacated sub nom., 2:20-CV-584-WKW, 2022 WL 129137 (M.D. Ala. Jan. 13, 2022). However, that framework was replaced with the minimum contacts analysis of *International Shoe Co. v. Washington*, 326 U.S. 310 (1945). *See id.*; *see also Fidrych*, 952 F.3d at 135. *International Shoe* overruled prior, inconsistent cases, such as *Pennsylvania Fire*. *See 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.”). In fact, since that time, the Supreme Court has explained that state statutes regarding consent to jurisdiction, although initially upheld based on the old framework, were based on “pure[] fiction” and “[o]ur opinion in *International Shoe* cast those fictions aside” *Burnham v. Super. Ct. of California, County of Marin*, 495 U.S. 604, 618 (1990). Rather, “all assertions of state-court jurisdiction must be evaluated according to the standards set forth in *International Shoe* and its progeny.” *Rush v. Savchuk*, 444 U.S. 320, 327 (1980) (quoting *Shaffer*, 433 U.S. at 212).

is not well taken” despite contracts with parties from multiple states, including Tennessee, since Chicago Title was not incorporated in or have a principal place of business in Tennessee).

Moreover, even if *Pennsylvania Fire* is still good law (which it is not), Chicago Title did not consent to general jurisdiction by complying with the insurance licensing statute. *Pennsylvania Fire* held that obtaining the necessary licensure in a given state amounts to consent to general jurisdiction in that state only if that condition is 1) explicit in the statute, or 2) the state court has interpreted the statute as imposing that condition. *See Fidrych*, 952 F. 3d at 137. Here, neither is present.

The condition is not explicit in South Carolina Code Section 38-5-70 since the term “jurisdiction” does not even appear in that statute. Indeed, the *Pennsylvania Fire* Court relied on the Missouri Supreme Court’s interpretation of the Missouri statute rather than finding consent explicit in the statute. *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.”). If the condition was not explicit in that statute, it is not explicit in South Carolina Code Section 38-5-70.

Moreover, no South Carolina court has ever held Section 38-5-70 as imposing that condition, nor should one do so here. In fact, 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)). In addition, while the *Pennsylvania Fire* Court relied on the Missouri

Supreme Court's interpretation of the Missouri statute to find that the statute provided for general jurisdiction, the Missouri Court's interpretation "specifically was overturned on this precise point by [*State ex rel. American Cent. Life Ins. Co. v. Landwehr*, 318 Mo. 181, 300 S.W. 294 (Mo. banc 1927)], which held that a foreign insurer's registration constituted consent **only to suit on related claims.**" *Dolan*, 512 S.W.3d at 53 n. 11. Given the similarity of the language in that statute to the one at issue here, the Missouri Supreme Court's interpretation of that language as conferring consent to suit only on related claims is highly persuasive. Since this case does not arise out of policy issued by Chicago Title in South Carolina (or even any insurance policy), the statute does not apply.³

For these reasons, this Court cannot exercise general jurisdiction over Chicago Title.

2. **Plaintiff has not shown a valid basis to disregard the corporate distinction between CLAS and Chicago Title; by definition, CLAS cannot be a joint venture since it is a corporation and the fact that Chicago Title representatives are on the CLAS Board of Directors reinforces the point that CLAS is a separate corporation in which Chicago Title is a shareholder.**

Plaintiff's specific jurisdiction argument relies on the existence of a joint venture, or partnership as Plaintiff calls it at times in the Opposition. Plaintiff's argument for the existence of a joint venture rests on the statement on CLAS's website that "CLAS is a joint venture partnership with Chicago Title Insurance Company." The CLAS website does not, and cannot, say that CLAS and Chicago Title have a separate joint venture. It says that "CLAS is a joint venture partnership" yet it

³ Plaintiff also quotes statements regarding the insurance statutes made in *Equilease Corp. v. Weathers*, 275 S.C. 478, 272 S.E.2d 789 (1980) and *White Oak Manor, Inc. v. Lexington Ins. Co.*, 407 S.C. 1, 753 S.E.2d 537 (2014). However, the defendants in these cases were arguing that service on the Department of Insurance was the exclusive means of obtaining service, and the Court was explaining that the statute was designed as a means of obtaining process and jurisdiction, not as a shield for insurance companies. These cases, however, say nothing about whether or not an insurance company can be hauled into a South Carolina court in a case that has nothing to do with any conduct by the insurance company in South Carolina. See *La Varre v. Intl. Paper Co.*, 37 F.2d 141, 147 (E.D.S.C. 1929) ("it is well settled that the fact that an agent of a nonresident corporation may be within the state for some more or less incidental matter in connection with the interest within the state does not render such corporation amenable to suit therein.")

is undisputed that CLAS is a corporation. (Amended Comp. ¶11). Because CLAS is a corporation, the law is clear that, **by definition**, it cannot be a joint venture partnership. *Gordon v. Rothberg*, 213 S.C. 492, 50 S.E.2d 202, 207 (1948) (defining a joint venture as “[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.**”) (emphasis added); *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”). In *Future Plastics, Inc. v. Ware Shoals Plastics, Inc.*, 340 F. Supp. 1376, 1383 (D.S.C. 1972), the District Court applied this rule in holding 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.**” (emphasis added).

Like the shareholders in *Future Plastics, Inc.*, the shareholders of CLAS incorporated their effort as CLAS, which is inconsistent with a joint venture. CLAS is the culmination of the joint venture between what is now the shareholders of CLAS. Having incorporated, by definition, CLAS cannot be a joint venture.

The fact that CLAS erroneously called itself a “joint venture” on its own website does not mean that it was a joint venture under South Carolina law or any other applicable law and does not overcome the clear factual and legal conclusion that CLAS is, by definition, not a joint venture. *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); *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”), judgment entered sub nom. 2006 WL 3469542 (S.D.N.Y. Dec. 1, 2006), and *aff’d*, 582 F.3d 244 (2d Cir. 2009). CLAS’s Answers to Interrogatories state that Chicago Title is a 49.9% shareholder in CLAS and deny that CLAS is a party to a business venture. *See* CLAS Ans. to Interrog. at Nos. 8 & 12, **Exhibit 1** hereto.

Plaintiff does not directly address the argument that CLAS’s incorporation prohibits it from being a joint venture. Plaintiff argues that Chicago Title’s status as shareholder does not prevent it from being in a joint partnership and confusingly states that Chicago Title’s argument “may be true if CTIC is the controlling party; otherwise the position is not supported by South Carolina law.” (Pl. Opp. at 18). Plaintiff then cites to S.C. Code Section 33-41-210, which is part of the Uniform Partnership Act.⁴ Although the application of the South Carolina Uniform Partnership Act to an alleged partnership between an Illinois Corporation and a Florida Corporation has questionable application (at best), this provision supports Chicago Title’s position. The Act defines “Partnership” strictly, to exclude other corporate forms:

A "partnership" is an association of two or more persons to carry on as co-owners a business for profit and includes, for all purposes of the laws of this State, a registered limited liability partnership. However, any association formed under any other statute of this State or any statute adopted by authority, other than the authority of this State, is not a partnership under this chapter unless the association would have been a partnership in this State before the adoption of this chapter on February 13, 1950.

S.C. Code § 33-41-210.

⁴ Under South Carolina law, “[p]ractically the only difference between a ‘joint adventure’ and a ‘partnership’ is that a partnership is ordinarily for the transaction of a general business of a particular kind, while a joint adventure relates to a single transaction.” *Gordon*, 213 S.C. 492, 50 S.E.2d at 207 (citing *Welling et al. v. Crosland et al.*, 129 S.C. 127, 141, 123 S.E. 776, 781 (1924)).

CLAS cannot be a partnership within the meaning of S.C. Code § 33-41-210. CLAS is an Illinois corporation (Am. Complaint ¶11), so it is an association formed under a statute adopted by authority other than South Carolina. Furthermore, it would not have been a partnership in South Carolina before February 13, 1950 because, among other things, a corporation has been recognized as a distinct entity from joint ventures (and partnerships) since before 1950. *See Gordon*, 50 S.E.2d at 207; *see also Tocci v. Tocci*, 189 N.E.3d 241, 263 (Mass. 2022) (addressing the same provision of Massachusetts' Uniform Partnership Act and stating that business associations formed under other statutes may be considered partnerships if they would have been a partnership in the state before the state's adoption of the act, but noting that corporations have been recognized as distinct from partnerships since 1903). Thus, the fact that CLAS is a corporation prevents it from being a partnership by statute, just like its incorporation prevents it from being a joint venture.

Plaintiff also points to the fact that Chicago Title's website shows a Chicago Title metropolitan office (one of many addresses listed on the website)⁵ at the same address that CLAS lists on its website. In September 2020, Chicago Title Company, LLC entered into a sublease with CLAS for a portion of the building being leased by CLAS. *See Exhibit 2* (portions of the Sublease). Chicago Title Company, LLC is a different entity from Defendant Chicago Title, (Defendant Chicago Title does not share office space with CLAS), but putting that aside, the fact is that there is a sublease with the sublessee paying rent CLAS. This reinforces that CLAS and Chicago Title are separate entities. A landlord-tenant relationship concerning a property in Illinois certainly does not justify the imposition of jurisdiction over Chicago Title in South Carolina.

Plaintiff also notes that three Chicago Title employees are on the Board of Directors at CLAS. This is consistent with Chicago Title being a 49.9% shareholder in CLAS and illustrates Chicago

⁵ Chicago Title's principal address is in Jacksonville, FL. *See* Exh. E to Pl's Opp.

Title's point that it is a shareholder in CLAS and, since CLAS is a corporation, CLAS is not a joint venture. As such, to gain jurisdiction over Chicago Title, Plaintiff must show that Chicago Title and CLAS are alter egos. *See Marriott Intern., Inc. v. Am. Bridge Bahamas, Ltd.*, 193 So. 3d 902, 906 (Fla. 3d Dist. App. 2015) (stating that prohibition of a joint venture where there is incorporation "makes sense because the decision to incorporate is generally made due to the incorporators desire to shield themselves and their future investors from individual liability, and to permit the simultaneous existence of both a corporation and a joint venture would provide plaintiffs with an alternative method of holding such incorporators and shareholders liable without piercing the corporate veil."); *Sturkie v. Sifly*, 280 S.C. 453, 457, 313 S.E.2d 316, 318 (S.C. Ct. App. 1984) ("The party seeking to have the corporate entity disregarded has the burden of proving the doctrine should be applied.").

This is a high standard, with the presumption being that corporations are separate. *Fancy That! Bistro & Catering, LLC v. Sentinel Ins. Co.*, 2021 WL 4804974, at *4 (D.S.C. Oct. 14, 2021) ("South Carolina courts have consistently recognized that it is difficult to plead that one entity is the alter ego of another."); *Sturkie*, 280 S.C. at 457, 313 S.E.2d at 318 ("a corporation will be looked upon as a legal entity until sufficient reason to the contrary appears"). Significantly, alter-ego theory "does not apply in the absence of fraud or misuse of control by the dominant entity which results in some injustice." *Oskin v. Johnson*, 400 S.C. 390, 408, 735 S.E.2d 459, 465 (2012) (quoting *Colleton Cnty. Taxpayers Ass'n v. Sch. Dist. of Colleton Cnty.*, 371 S.C. 224, 237, 638 S.E.2d 685, 692 (2006)); *see also Baker v. Equitable Leasing Corp.*, 275 S.C. 359, 367–68, 271 S.E.2d 596, 600 (1980) (holding that the alter-ego theory should be used only when retaining separate "personalities would promote fraud, wrong, or injustice or contravene public policy").

Accordingly, the South Carolina Supreme Court has specifically held that common ownership and directors is insufficient to show alter ego. *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.”).⁶ Overlap in websites, marketing, and operations, has also been found insufficient. *See, e.g., Builder Mart of Am., Inc.*, 349 S.C. at 512, 563 S.E.2d at 358 (“unified marketing and advertising and holding out to the public as a single entity, without more, [is] insufficient to confer jurisdiction.”).⁷

Finally, when a joint venture agreement is made outside of the forum state, “to satisfy Due Process, the agreement made outside of [the forum state] must contemplate **and** result in substantial performance within [the forum state]” for the joint venture partners to be subject to jurisdiction in the forum state. *Rae v. Celebrity Cruises, Inc.*, 1:21-CV-21668, 2022 WL 2981868, at *2 (S.D. Fla. July 28, 2022) (emphasis added); *Owen v. Carnival Corp.*, 18-25372-CIV, 2022 WL 1404602, at *3 (S.D.

⁶ *See also Jones v. Enterprise Leasing Company-Southeast*, 383 S.C. 259, 267, 678 S.E.2d 819, 823 (Ct. App. 2009) (same); *In re AuditHead, LLC*, 624 B.R. 134, 142–43 (Bankr. D.S.C. 2020) (same); *Gray v. Riso Kagaku Corp.*, No. 95–1741, 1996 WL 181488, at *3 (4th Cir. Apr. 17, 1996) (affirming district court’s dismissal of parent company for lack of personal jurisdiction even though the parent company made the subsidiary terminate a financing program on which the parent acted as a guarantor, a majority of the subsidiary's board of directors were also associated with the parent company, the parent funded the subsidiary, and the subsidiary relied on directions from the parent company to make hiring decisions and resolve complaint); *ScanSource, Inc. v. Mitel Networks Corp.*, 6:11-CV-00382-GR, 2011 WL 2550719, at *5 (D.S.C. June 24, 2011) (“[T]he overlap of directors and officers between parent and subsidiary alone does not render the subsidiary a ‘mere department’ for jurisdictional purposes.”) (quoting *Weiss v. La Suisse*, 69 F.Supp.2d 449, 458 (S.D.N.Y.1999)).

⁷ *See also Fitzhenry v. One on One Marketing, LLC*, No. 2:14-cv-4782-DCN, 2015 WL 4459023, at *5 (D.S.C. July 21, 2015) (finding plaintiff has shown at most that defendants “share some administrative and marketing functions” by parent’s website stating subsidiary opened a branch in South Carolina and parent had job postings for employees to work at South Carolina locations); *Wright v. Waste Pro USA Inc.*, 2019 WL 3344040, at *4 (D.S.C. July 25, 2019) (“Using a common logo on a hiring website is not enough to create an agency relationship sufficient to warrant personal jurisdiction, especially when the logo and hiring website are not relevant to the plaintiff’s allegations”); *Scansource, Inc. v. Mitel Networks Corp.*, 2011 U.S. Dist. LEXIS 68342, at *15 (D.S.C. June 24, 2011) (“provision of support services, including advanced costs, by parent for subsidiary, ‘are part and parcel of the normal incidents of a parent-subsidiary relationship.’”).

Fla. May 4, 2022)).⁸ Here, even assuming there was a joint venture partnership between CLAS and Chicago Title, there is no evidence that the joint venture contemplated *and* actually involved substantial performance in South Carolina. Plaintiff has pointed to the recording by CLAS of one deed in South Carolina. Not only does this not amount to substantial performance in South Carolina (either contemplated or actual), there is no showing that this was within the contemplation or performance of the alleged joint venture at all. If CLAS is a partner in the joint venture rather than the joint venture itself, then CLAS must have some purpose and being separate from the joint venture. It cannot be the joint venture itself and a joint venture partner in its own joint venture. Yet Plaintiff cannot point to a single piece of evidence or a competent allegation that establishes the recording of the deed at issue in this case was within the scope of the joint venture as opposed to CLAS's own business that is separate from the joint venture. Moreover, CLAS's Answers to Interrogatories show, 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 Ans. to Interrog. No. 7 (**Exh. 1**)) (emphasis added). CLAS invoiced Litt and payment was to be made (and was made) to CLAS. *See Exhibit 3.*⁹ CLAS recorded the deed, not a separate joint venture.

This is fatal to Plaintiff's claim. *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.**") (emphasis added) (citing

⁸ *See also*, e.g., *Gross v. Chevrolet Country, Inc.*, 655 So. 2d 873, 878 (Miss. 1995) (finding there was no personal jurisdiction over the defendant even if a joint venture existed since the defendant still did not purposely avail itself to the forum state where forum conduct did not benefit it); *Farina v. SAVWCL III, LLC*, 263 Cal. Rptr. 3d 756, 767 (Cal. App. 2d Dist. 2020) (finding lack of personal jurisdiction over investors' claims against joint venture entity because the joint venture's contact with the forum state was not related to the suit).

⁹ **Exhibit 3** is part of the document production that CLAS provided to Plaintiff on September 15, 2022 and the undersigned counsel received a copy of that production that same date.

Aviation Associates & Consultants, Inc. v. Jet Time, Inc., 303 S.C. 502, 507, 402 S.E.2d 177, 180 (1991)).

CONCLUSION

For all of these reasons, the Court should dismiss Chicago Title Insurance Company from this action.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ Denny P. Major

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September 16, 2022

EXHIBIT 1

ELECTRONICALLY FILED - 2022 Sep 16 12:24 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF Horry	)	Civil Action No: 2021-CP-26-07668
	)	
GLORIA ORMAND-WARD by and	)	
through HER GUARDIAN AND	)	
CONSERVATOR, CDM CORPORATION,	)	
through its representative, STEPHEN	)	
MANTELL,	)	
	)	
Plaintiff,	)	CHICAGO LAND AGENCY SERVICES,
	)	INC.'S RESPONSES TO PLAINTIFF'S
v.	)	FIRST INTERROGATORIES
	)	
DAVID LITT, HOMEDEBONE, LLC,	)	
CHICAGO LAND AGENCY SERVICES,	)	
INC.; ROSARIA A. ALAGNA aka ROSE	)	
ALAGNA; CHRIS PARKER; RCN	)	
CAPITAL, LLC; TOORAK CAPITAL,	)	
LLC; PEREIRA PARTNERS, LLC; NB	)	
LABOR, LLC dba NEWMAN BROTHERS	)	
GENERAL CONTRACTORS; JOHN	)	
NEWMAN; and PROVIDENCE PARK AT	)	
ANTIGUA PROPERTY OWNERS	)	
ASSOCIATION INC.,	)	
	)	
Defendants.	)	

Defendant Chicago Land Agency Services, Inc. ("CLAS" or "Defendant") objects to Answering these Interrogatories as it has filed a 12(b)(6) Motion to Dismiss on the grounds that Plaintiff has failed to state a claim against it. The issues framed by the pleadings do not justify the burden and expense to be incurred by CLAS in Answering these Interrogatories until a ruling on the Motion to Dismiss is entered by the Court. Subject to this objection, CLAS hereby responds to Plaintiff's First Interrogatories pursuant to Rule 33 of the South Carolina Rules of Civil Procedure. In setting forth these responses, CLAS does not waive the attorney-client, work product, or any other privilege or immunity from disclosure that may attach to information called for herein. CLAS does not concede the relevance or materiality of the discovery requests or the subject

matters to which they refer. These responses are submitted by CLAS subject to and without in any way waiving or intending to waive, but on the contrary, intending to reserve and reserving:

A. All questions as to competency, relevancy, materiality, privilege and admissibility of evidence for any purpose of any of the documents referred to or responses given, or the subject matter thereof and any subsequent proceeding, or the trial of this action or any other action or proceeding;

B. The right to object to other discovery procedures involving or relating to the subject matters of the Interrogatories herein responded to; and

C. The right at any time to revise, correct, add to or clarify any of the responses set forth herein or documents referred to herein.

GENERAL OBJECTIONS

CLAS objects to Plaintiff's Interrogatories on the grounds that they are vague, ambiguous, overbroad, unduly burdensome, unreasonable, and improperly seek to impose obligations beyond those required or authorized by the South Carolina Rules of Civil Procedure.

CLAS further objects to the Interrogatories to the extent they seek the disclosure of information protected by the attorney-client privilege, the work-product doctrine, and/or any other applicable privilege or immunity. To the extent that responsive documents contain privileged and non-privileged information, a copy or image of the document will be produced with privileged material redacted therefrom. Otherwise, CLAS's counsel will, upon request, provide a privilege log or similar disclosure that provides a reasonable description of the documents withheld and the basis on which privilege is asserted.

CLAS objects to the Interrogatories to the extent they require the disclosure of sensitive personal information, confidential business information, proprietary information, or trade-secret

information. Certain documents that are responsive but that contain confidential information about customers are being produced with appropriate redactions, otherwise, documents containing such information will be produced only under a protective order or a written agreement of counsel acceptable to CLAS. Production of materials other than pursuant to a protective order or agreement of counsel, however, shall not be deemed as a waiver of the objection.

ANSWERS TO INTERROGATORIES

1. Identify the name, address, and telephone of all persons answering or assisting with answering these interrogatories, and, if applicable, the person's official position or relationship with the party to whom the interrogatories are directed.

ANSWER: Representatives of CLAS assisted in answering these interrogatories, including Randall S. Moore, President.

2. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER: The following individuals are, or may be, witnesses concerning the facts of the case. No recorded statements have been taken from these persons except as otherwise stated in this response, however, correspondence and documents being produced may have been authored by, or contain statements of, these persons.

The following are current employees of CLAS, 1620 W. Belmont Avenue, Chicago, IL 60657, who may be contacted through Plaintiff's counsel of record:

(1) Randall S. Moore, President

Mr. Moore has knowledge of CLAS's limited involvement as related to efforts in February 2021 to assist in efforts to electronically record a deed with the Horry County Register of Deeds, as further described in the Answer to Interrogatory 7 (hereinafter the "Deed").

(2) Andrew Welk, Agency Department

Mr. Welk has knowledge of CLAS's limited involvement as related to efforts in February 2021 to assist in efforts to electronically record a Deed with the Horry

County Register of Deeds, as further described in the Answer to Interrogatory 7. Mr. Welk corresponded with David Litt on or about February 8 and 9, 2021 as to Mr. Litt's request for electronic filing and re-filing of the Deed with the Horry County Register of Deeds' office.

- (3) **Employees and Representatives of Hyman Law Group, including, but not limited to, Mr. Jordan W. Hyman, Esq.**

**Hyman Law Group
1208 3rd Avenue
Conway, SC 29526**

Mr. Jordan W. Hyman, the closing attorney who represented Pereira Partners, LLC, in certain loan closings and other transactions, may have knowledge regarding the facts and circumstances of those transactions. Additionally, other employees and representatives of the Hyman Law Group may have knowledge of those transactions to the extent they participated in those transactions, or the execution of the documents related to those transactions.

- (4) **Certain representatives or employees of the Horry County Register of Deeds' office may have knowledge related to the facts of this case.**
- (5) **Other potential witnesses include representatives of the Plaintiff and each of the named Defendants in the action and any witnesses named by those Defendants.**

CLAS reserves the right to supplement this Answer as discovery proceeds.

3. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

ANSWER: See Answer to Interrogatory 2.

4. Identify by full name, occupation, profession, address and telephone number each person whom you expect to call as an expert witness at the trial of this action and for each expert so identified, set forth in specific detail each of the following:

a. Each and every subject matter and/or field of expertise as to which each expert is expected to testify;

b. A complete statement of all opinions to be expressed by each expert and the basis and reasons therefor;

c. Identify any and all data and other information considered by the expert in forming the opinions;

d. Identify any and all exhibits, documents or other tangible evidence to be used as a summary of or support for the opinions; and

e. Identify any and all citations of treatises, texts or other authorities upon which each expert relied or will rely in the formation or support of such opinions.

ANSWER: CLAS has not named an expert at this time, but it reserves the right to do so and will supplement this response as necessary.

5. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER: CLAS objects to the request as it has filed a 12(b)(6) Motion to Dismiss on the grounds that Plaintiff has failed to state a claim against it. The issues framed by the pleadings do not justify the burden and expense to be incurred by CLAS in the identification of and production of the requested documentation until a ruling on the Motion to Dismiss is entered by the Court.

Subject to this objection, CLAS is producing certain responsive documents included herewith.

6. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: CLAS is the insured under Professional Liability Insurance Policy No. SUA FEO 1884-2103 (the "Policy") issued by Certain Underwriters at Lloyd's, London.

7. Describe in detail and with specificity and particularity the facts which support any defenses you raise in your Answer to the Complaint filed herein.

ANSWER: CLAS objects to the interrogatory as overly broad to the extent it seeks disclosure of every possible fact supporting CLAS's defenses. Subject to this objection, Defendant David Litt engaged CLAS to assist him in efforts to record a deed subject of this action with the Horry County Register of Deeds. CLAS acted on this request by submitting a requested filing through its third-party vendor's submission application tool. Answering

further, CLAS relies on its pleadings, discovery responses, and additional records and testimony that may be presented hereafter.

8. Describe in detail and with specificity and particularity how you are affiliated, acquainted, associated or familiar with each and every other co-defendant in this action.

ANSWER: Except for CTIC, on information and belief CLAS is not affiliated, acquainted, associated or familiar with any co-defendant other than its actions related to its limited service as described in Answer to Interrogatory 7. CTIC is a shareholder (owning 49.9%) of CLAS.

9. Describe in detail and with specificity and particularity how you became aware of Gloria Ormand-Ward and/or her Home located at 682 Providence Drive, Myrtle Beach, SC 29572.

ANSWER: CLAS objects to the Interrogatory to the extent it states or implies any statement of fact. Subject to this objection, CLAS had no such knowledge or awareness of Gloria Ormand-Ward or her Home until at least the time it was presented information by Mr. Litt in or around February 2021 for the limited purpose of recording a deed, at which time CLAS may have become aware of Ormand-Ward and/or her Home from the specific contents of the deed subject of this case.

10. Describe in detail and with specificity each and every communication you had with each of the parties (Ms. Gloria Ormand-Ward and the co-defendants) from January 1, 2019 to the present, and include in your response the date, the form of communication (i.e., telephone call, SMS text message, direct message via social media, email, letter, etc.), who initiated the contact, the subject matter and details of the communication or conversation.

ANSWER: CLAS objects to the Interrogatory as requiring information beyond what is properly discoverable. Subject to this objection, the answer to this Interrogatory may be ascertained from a review of the business records being produced by CLAS. See Rule 33(c), SCRCP.

Additionally, on or about January 7, 2022, David Litt called the offices of CLAS. Mr. Welk immediately informed Mr. Litt that he was not authorized to speak with him about this matter. No further communications have occurred.

11. Identify each and every parcel of real property you have owned, purchased, sold, rented, or financed from January 1, 2019 to the present. Include within your response the street

EXHIBIT 2

SUBLEASE

THIS SUBLEASE (this "Sublease") is dated for reference purposes only as of September 1, 2020, and is entered into by and between Chicago Land Agency Services, Inc. ("Sublessor") and Chicago Title Company, LLC (the "Sublessee").

WITNESSETH:

A. Pursuant to the Master Lease (hereinafter defined), Master Lessor (hereinafter defined) has leased to Sublessor the Premises (hereinafter defined); and

B. Sublessor desires to sublease to Sublessee, and Sublessee desires to sublease from Sublessor, the Sublease Premises (hereinafter defined), subject to the terms and conditions of the Master Lease and the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, Sublessor and Sublessee hereby agree as follows:

1. Definitions. For purposes of this Sublease, the following terms shall have the meanings indicated:

Additional Rent. As defined in Section 4.3 hereof.

Base Rent. As defined in Section 4.1 hereof.

Building. That certain office building having a street address of 1620 Belmont Ave., Chicago, IL.

Master Lease. That certain Building Lease dated September 15, 2012, as extended by Lease Extension dated September 25, 2015, and as extended by Lease Extension dated July 31, 2018, by and between Master Lessor, as "landlord" thereunder, and Sublessor, as "tenant" thereunder, with respect to the Premises, a copy of which (including all amendments) is attached hereto as Exhibit B.

Master Lessor. 1620 Belmont Av, L.L.C., and its successors and assigns in, to and under the Master Lease.

Premises. A portion of the Building consisting of approximately 5,000 square feet of rentable area, as more particularly described in the Master Lease.

Sublease Premises. A portion of the Premises located on the first floor, consisting of approximately 2,500 square feet of rentable area, as more particularly described on the attached Exhibit A.

All other capitalized terms used but not defined in this Sublease shall have the same meaning as those defined in the Master Lease.

2. Premises. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor for the Term (as hereinafter defined), the Sublease Premises at the rental provided for within this Sublease, and upon all of the other terms and conditions set forth herein.

3. Term.

3.1 Term. The term of this Sublease ("Term") shall commence on the date ("Commencement Date") which is one (1) business days after Sublessor notifies Sublessee that this Sublease has been consented to by Master Lessor in accordance with Section 8 of this Sublease. The Term shall expire on the day that is three (3) years after the Commencement Date ("Termination Date"), subject to any earlier termination of the Master Lease.

3.2 Delay in Commencement/Consent. Sublessor agrees to use commercially reasonable efforts to deliver possession of the Sublease Premises on September 30, 2020 and to obtain the consent of Master Lessor in accordance with Section 8 of this Sublease on or before such date. The parties agree that if, despite said efforts, Sublessor is unable to deliver to Sublessee possession of the Sublease Premises and notice of such consent of Master Lessor on or before **September 30, 2020**, then Sublessee may terminate this Sublease upon delivery of notice to Sublessor any time after such date, but prior to delivery of possession of the Sublease Premises and notice of such consent of Master Lessor.

4. Rent.

4.1 Base Rent. Commencing on the Commencement Date and continuing through the remainder of the Term, Sublessee shall pay to Sublessor as annual base rent for the Sublease Premises ("Annual Base Rent") as follows (with the aggregate of all Annual Base Rent and Monthly Base Rent amounts being referred to as "Base Rent"):

Period	Annual Base Rent	Monthly Base Rent
Commencement Date-Termination Date	\$ [REDACTED]	\$ [REDACTED]

4.2 Payment. Monthly Base Rent shall be payable to Sublessor at such place or to such agent as Sublessor may from time to time designate in writing by good check, in advance, on the first day of each calendar month during the Term, without previous notice or demand therefor, and without deduction, counterclaim or set-off, except as otherwise permitted by this Sublease or the Master Lease.

4.3 Additional Rent. This Sublease is a full service "gross" sublease. As such, Sublessee shall have no obligation to pay additional rent that may be payable by Sublessor under the Master Lease except as defined herein. However, if Sublessee obtains additional services from Master Lessor or otherwise, Sublessee shall be solely responsible for the cost thereof.

4.4 Late Charge. In the event any installment of Monthly Base Rent or Additional Rent due hereunder is not paid within ten (10) calendar days after it is due, then

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date(s) set forth below.

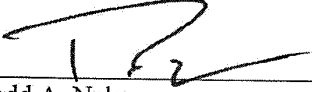
"SUBLESSOR:" Chicago Land Agency Services, Inc. By: <u></u> Name: Randall S. Moore Title: President <u>SEPTEMBER 29, 2020</u> Date	"SUBLESSEE:" Chicago Title Company, LLC By: <u></u> Name: Todd A. Nelson Title: Vice President <u>Sept. 23, 2020</u> Date

EXHIBIT 3

about:blank

ELECTRONICALLY FILED - 2022 Sep 16 12:24 PM - Horry - COMMON PLEAS - CASE#2021CP2607668

Invoice



1620 W. Belmont Ave, Chicago IL 60657

Date	Invoice #
2/24/2021	RC682PROVID

Bill To
DAVID LITT 904 S ROSELLE RD SUITE 345 SCHAUMBURG, IL 60193

PAID
03/03/2021

Email	

Description	Amount
DOCUMENT RECORDING - WARRANTY DEED - 682 PROVIDENCE, MYRTLE BEACH - DOC # 2021000020326	15.00
DOCUMENT RECORDING FEE	25.00

THANK YOU FOR YOUR BUSINESS

PAYMENT OPTIONS:

PAY AT CLOSING

MAILING IN PAYMENT: CHECKS MADE PAYABLE TO CHICAGO LAND AGENCY SERVICES

1620 W BELMONT, CHICAGO IL 60657

CREDIT CARD BY PHONE: 773-384-8200 (3% FEE FOR TRANSACTIONS OF \$1,000)

Customer E-mail
DAVIDLITT@LITTPROPERTIES.COM

Total	\$40.00
Payments/Credits	-\$40.00
Balance Due	\$0.00

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY) Civil Action No: 2021-CP-26-07668

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

Plaintiff,

v.

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.

Chicago Land Agency Services, Inc.

Third-Party Plaintiff,

v.

Aleksa Litt and Homedebone, L.L.C.

Third-Party Defendants.

**CHICAGO LAND AGENCY SERVICES,
INC.'S ANSWER TO AMENDED
COMPLAINT, CROSS-CLAIMS, AND
THIRD-PARTY COMPLAINT**

Defendant Chicago Land Agency Services, Inc. ("CLAS") answers the allegations of the Amended Complaint as follows:

FOR A FIRST DEFENSE

1. All allegations not specifically admitted are denied.

2. Responding to Paragraphs 1 and 2, CLAS is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

3. Responding to Paragraph 3, CLAS admits only that a quit claim deed was recorded with the Horry County Register of Deeds in Deed Book 3607 at Page 1247 and craves reference to that deed. CLAS is without knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 3 and therefore denies the same.

4. Responding to Paragraph 4, CLAS craves reference to the referenced Order. To the extent the allegations of Paragraph 4 are inconsistent with the referenced Order, CLAS denies the same.

5. CLAS is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraphs 5, 6, 7, 8, 9, and 10 and therefore denies the same.

6. CLAS admits so much of the allegations of Paragraph 11 that allege, or may be construed to allege, that it is organized and existed under the laws of the State of Illinois and performs certain services as listed in Paragraph 11. As to remaining allegation of Paragraph 11 that alleges CLAS is not qualified to do business in South Carolina, CLAS responds that such registration is not required of it.

7. CLAS is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs 12, 13, 14, 15, and 16, and therefore denies the same.

8. Paragraph 17 calls for legal conclusions and therefore no response is required from CLAS.

9. Responding to Paragraph 18, CLAS incorporates and restates its responses to the foregoing paragraphs.

10. Responding to Paragraph 19, CLAS craves reference to the deed. To the extent the allegations of Paragraph 19 are inconsistent with the deed, CLAS denies the same. As to all other allegations of the Paragraph, CLAS is without knowledge or information sufficient to form a belief and therefore denies the same.

11. As to the allegations of the first sentence of Paragraph 20 of the Amended Complaint, CLAS craves reference to the quit claim deed and denies any allegations inconsistent therewith. CLAS denies the remaining allegations of Paragraph 20 as stated.

12. CLAS is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 21 and therefore denies the same.

13. Responding to Paragraph 22, CLAS craves reference to the Lis Pendens, Summons, and Complaint referenced therein and denies any allegations inconsistent therewith.

14. CLAS is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 23 and therefore denies the same.

15. Responding to the allegations of Paragraph 24, CLAS admits only that a Warranty Deed appearing to have been electronically signed by Ms. Ward via DocuSign, an electronic signature service, was electronically recorded on February 18, 2021 by the Horry County Register of Deeds in Deed Book 4391 at Page 65. CLAS craves reference to the deed and denies any allegations inconsistent therewith. As to all remaining allegations of the Paragraph 24, CLAS is without knowledge or information sufficient to form a belief as to the truth or falsity thereof, and therefore denies the same.

16. Responding to the allegations of Paragraph 25, CLAS craves reference to the Deed referenced therein and denies any allegations inconsistent therewith.

17. Responding to the allegations of the first sentence of Paragraph 26, CLAS craves reference to the Deed referenced therein and denies any allegations inconsistent therewith. CLAS is without knowledge and information sufficient to form a belief as to the remaining allegations and characterizations contained in Paragraph 26 and, therefore, denies the same.

18. CLAS is without knowledge and information sufficient to form a belief as to the allegations of Paragraphs 27 and 28 of the Amended Complaint and, therefore, denies the same.

19. Paragraph 29 calls for legal conclusions and therefore no response is required from CLAS. To the extent a response is required, CLAS denies the allegations as stated and craves reference to the terms stated on its website homepage.

20. CLAS denies the allegations of Paragraph 30 as stated.

21. Responding to the allegations of Paragraph 31, CLAS craves reference to the Transmittal Sheet referenced therein and denies any allegations inconsistent therewith.

22. CLAS is without knowledge and information sufficient to form a belief as to the allegations of Paragraph 32 and therefore denies the same.

23. CLAS is without knowledge and information sufficient to form a belief as to the allegations of Paragraph 33 and therefore denies the same. Further responding to the allegations of Paragraph 33, CLAS craves reference to the Power of Attorney referenced therein and denies any allegations inconsistent therewith.

24. CLAS is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of Paragraphs 34, 35, 36, and 37 and therefore denies the same.

25. Responding to the allegations of Paragraph 38, CLAS craves reference to the referenced deed and denies any allegations inconsistent therewith.

26. Responding to the allegations of Paragraph 39, CLAS craves reference to the referenced mortgage and denies any allegations inconsistent therewith.

27. Responding to the allegations of Paragraph 40, CLAS craves reference to the referenced Contractor's Notice of Project Commencement and denies any allegations inconsistent therewith.

28. CLAS is without knowledge and information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 41 and therefore denies the same.

29. Responding to the allegations of Paragraph 42, CLAS craves reference to the referenced Assignment and denies any allegations inconsistent therewith.

30. Responding to the allegations of paragraph 43, CLAS craves reference to the Deed referenced therein and denies any allegations inconsistent therewith.

31. CLAS is without knowledge and information sufficient to form a belief as to the allegations of paragraphs 44, 45, 46, 47, 48, and 49 and therefore denies the same.

32. CLAS denies the allegations of Paragraph 50 as stated.

33. As to the allegations of Paragraph 51, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

34. The allegations contained in Paragraphs 52, 53, 54, 55, 56, and 57 are not directed towards CLAS and therefore no response is required. To the extent any allegations are directed towards CLAS, those are denied.

35. Responding to the allegations of Paragraph 58, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

36. The allegations contained in Paragraphs 59, 60, 61, 62, 63, 64, 65, 66, 67, and 68 are not directed towards CLAS and therefore no response is required. To the extent any allegations are directed towards CLAS, those are denied.

37. Responding to the allegations of Paragraph 69, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

38. CLAS denies the allegations of Paragraph 70 as stated. Further responding, CLAS craves reference to the website referenced therein and denies any allegations inconsistent therewith. Further responding, CLAS admits only that it does provide title searches, typing services, underwriting support and general assistance in the preparation of title insurance policies.

39. CLAS is without knowledge and information sufficient to form a belief as to the allegations of Paragraph 71 and, therefore, denies the same.

40. Paragraph 72 calls for legal conclusions and therefore no response is required from CLAS. To the extent a response is required, the allegations are denied.

41. CLAS denies the allegations of Paragraph 73.

42. Paragraphs 74, 75, 76, and 77 call for legal conclusions and therefore no response is required from CLAS. To the extent responses are required, the allegations are denied.

43. CLAS denies the allegations of Paragraphs 78, 79, 80, and 81.

44. Responding to the allegations of Paragraph 82, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

45. CLAS is without knowledge and information sufficient to form a belief as to the allegations of Paragraphs 83, 84, 85, and 86 and, therefore, denies the same.

46. Responding to the allegations of Paragraph 87, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

47. Pursuant to that certain Order entered by this Court on October 4, 2022, the Intentional Infliction of Emotional Distress Cause of Action was dismissed as to CLAS and therefore no response is required as to the allegations of Paragraphs 88, 89, 90, and 91. To the extent any allegations are directed towards CLAS, those are denied.

48. Responding to the allegations of Paragraph 92, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

49. CLAS denies the allegations of Paragraphs 93, 94, 95, and 96.

50. Responding to the allegations of Paragraph 97, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

51. The allegations contained in Paragraphs 98, 99, 100, and 101 are not directed towards CLAS and therefore no response is required. To the extent any allegations are directed towards CLAS, those are denied.

52. Responding to the allegations of paragraph 102, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

53. The allegations contained in Paragraphs 103 and 104 are not directed towards CLAS and therefore no response is required. To the extent any allegations are directed towards CLAS, those are denied.

54. Responding to the allegations of Paragraph 105, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

55. Pursuant to that certain Order entered by this Court on October 4, 2022, the Slander of Title Cause of Action was dismissed as to CLAS and therefore no response is required as to the allegations of Paragraphs 106 and 107. To the extent any allegations are directed towards CLAS, those are denied.

56. Responding to the allegations of Paragraph 108, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

57. The allegations contained in Paragraphs 109, 110, 111, and 112 are not directed towards CLAS and therefore no response is required. To the extent any allegations are directed towards CLAS, those are denied.

58. Responding to the allegations of Paragraph 113, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

59. The allegations contained in Paragraphs 114, 115, and 116 are not directed towards CLAS and therefore no response is required. To the extent any allegations are directed towards CLAS, those are denied.

60. Responding to the allegations of paragraph 117, CLAS repeats and re-alleges each of the preceding paragraphs as if set forth verbatim herein.

61. CLAS denies allegations of Paragraphs 118, first numbered Paragraph 119, and second numbered Paragraph 119.

62. CLAS denies that the Plaintiff is entitled to the relief requested in the WHEREFORE clause and any subparts that follow.

FOR A SECOND DEFENSE
(Rule 12(b)(6), SCRCP)

63. The Amended Complaint fails to set forth claims upon which relief can be granted and should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE
(Estoppel and Waiver)

64. Some or all of Plaintiff's claims are barred by the doctrines of estoppel and waiver.

FOR A FOURTH DEFENSE

(Laches)

65. Some or all of Plaintiff's claims are barred by the doctrine of laches.

FOR A FIFTH DEFENSE

(Superseding and/or Intervening Acts or Cause)

66. Plaintiff's claims against CLAS are barred, in whole or in part, because any damages allegedly suffered by Plaintiff were due to or caused by preceding, superseding, and/or intervening acts, omissions, or occurrences beyond the control of CLAS, such that the preceding, superseding, and/or intervening acts, omissions, or occurrences are the proximate cause of any damages allegedly suffered by Plaintiff, as a matter of law.

FOR A SIXTH DEFENSE

(Lack of Proximate Cause)

67. To the extent Plaintiff has suffered any loss or damage (which is denied), such loss or damage was not proximately caused by any action or inaction of CLAS.

FOR A SEVENTH DEFENSE

(Failure to Mitigate Damages)

68. Plaintiff either has not suffered damages which can be recovered in this matter or has failed to mitigate her damages.

FOR AN EIGHTH DEFENSE

(Comparative Negligence)

69. To the extent CLAS was negligent (which is denied), Plaintiff's recovery should be reduced or barred by any comparative fault of Plaintiff as may be established at trial.

FOR A NINTH DEFENSE

(Lack of Privity)

70. Plaintiff's claims are barred in whole or in part because Plaintiff was not in privity with CLAS and did not furnish any consideration to CLAS.

FOR A TENTH DEFENSE

(Unconstitutionality of Punitive Damages)

71. CLAS's conduct does not give rise to liability for punitive damages under the laws controlling this action. CLAS would show that an award of punitive damages under South Carolina law violates the Fifth, Sixth, and Fourteenth Amendments of the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that:

- a. The judiciary's ability to correct a punitive damages award only upon a finding of passion, prejudice, or caprice is inconsistent with due process guarantees;
- b. Any award of punitive damages serving a compensatory function is inconsistent with due process guarantees;
- c. Any award of punitive damages based upon the wealth of the defendant violates due process guarantees;
- d. The jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of meaningful standards and is inconsistent with due process guarantees;
- e. Even if it could be argued that the standard governing the imposition of punitive damages exists, the standard is void for vagueness; and
- f. The Plaintiff's claim for punitive damages violates the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution, and Article I, Section 3 of the South Carolina Constitution in that the amount of punitive damages is based upon the wealth of the defendants.
- g. Plaintiff's claim for punitive damages violates the Federal Doctrine of Separation of Powers and Article I, Section 8 of the South Carolina Constitution for the reason

that punitive damages are a creation of the judicial branch of government which invades the province of the legislative branch of government.

FOR AN ELEVENTH DEFENSE
(Statutory Caps of Punitive Damages)

72. CLAS would show that any award of punitive damages is subject to the limitations set forth in South Carolina Code §15-32-530.

FOR A TWELFTH DEFENSE
(Set-Off)

73. CLAS will show that it is entitled to a set-off in the amount(s) of all proceeds obtained by Plaintiff from any other party or source related to this litigation.

FOR A THIRTEENTH DEFENSE
(Good Faith)

74. CLAS would show it acted reasonably and in good faith at all times material herein, based on relevant facts and circumstances known by it at the time it so acted, such that Plaintiff is not entitled to recover any damages against CLAS.

FOR A FOURTEENTH DEFENSE
(Reservation and Non-Waiver of Defenses)

75. CLAS reserves the right to raise any additional and further defenses that may be revealed by information obtained during the course of investigation and discovery as consistent with the South Carolina Rules of Civil Procedure.

FOR A FIFTEENTH DEFENSE AND BY WAY OF CROSS-CLAIM AGAINST DAVID LITT AND HOMEDEBONE, LLC AND THIRD-PARTY COMPLAINT AGAINST HOMEDEBONE, L.L.C. AND ALEKSA LITT
(Indemnification)

76. Homedebone, LLC is a limited liability company organized and existing under the laws of the State of Utah.

77. Homedebone, L.L.C. is a limited liability company organized and existing under the laws of the State of Utah.

78. On information and belief, Aleksa Litt is or was the sole member of Homedebone, L.L.C. and/or Homedebone, LLC.

79. On information and belief, Defendant David Litt is or was the manager of Homedebone, L.L.C. and/or Homedebone, LLC.

80. If the allegations of the Amended Complaint are true, which CLAS denies, then the acts of Homedebone, LLC and/or Homedebone, L.L.C. and the liability of Homedebone, LLC and/or Homedebone, L.L.C. as alleged in the Amended Complaint are attributable to Aleska Litt and David Litt because there exists such unity of interest and ownership such that the separate personalities of Homedebone, LLC and/or Homedebone, L.L.C. are, instead, the alter-ego of Aleska Litt and David Litt; and if observed, and to the extent the facts alleged by Plaintiff are true, the corporate form would sanction a fraud, promote injustice, or result in inequity.

81. To the extent CLAS's liability in this action is determined and/or based upon the imputation of acts or omissions of Defendant David Litt, Defendant Homedebone, LLC, Third-Party Defendant Homedebone, L.L.C, and/or Third-Party Defendant Aleksa Litt, as alleged in the Amended Complaint, CLAS is entitled to implied indemnification for any amount paid towards any award to Plaintiff, its attorney's fees and costs from any parties whose acts or omissions are imputed to CLAS.

**FOR A SIXTEENTH DEFENSE AND BY WAY OF CROSS-CLAIM AGAINST DAVID
LITT AND HOMEDEBONE, LLC AND THIRD-PARTY COMPLAINT AGAINST
HOMEDEBONE, L.L.C. AND ALEKSA LITT**
(Contribution)

82. Each and every allegation, denial, objection, and/or defense asserted in this Answer is re-alleged as if repeated verbatim herein.

83. To the extent CLAS is found liable to Plaintiff in this action (which is denied by CLAS), CLAS is entitled to contribution from any and all other liable parties to the extent of any amount paid towards any award to Plaintiff in excess of CLAS's pro rate share of any joint and several liability.

WHEREFORE, having fully answered the Amended Complaint of the Plaintiff, CLAS prays that all claims asserted by the Plaintiff against it be dismissed with prejudice and that Plaintiff be held responsible for all costs and fees incurred by CLAS in the investigation, defense, and resolution of these claims, including reasonable attorney's fees. CLAS further prays for an award granting its relief requested on its Cross-Claims and Third-Party Complaint and for such other relief as the Court deems just and proper.

s/ Paul H. Hoefer
Paul H. Hoefer [SC Bar # 77506]
Christopher L. Boguski [SC Bar # 100546]
Robinson Gray Stepp & Laffitte, LLC
P.O. Box 11449
Columbia, SC 29211
(803) 929-1400
phoefer@robinsongray.com
cboguski@robinsongray.com

*Attorneys for Defendant Chicago Land Agency
Services, Inc.*

October 19, 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 representa-	)	
tive, STEPHEN MANTELL	)	
	)	
Plaintiff	)	PLAINTIFF'S RULE 59(e) SCRC
	)	MOTION TO RECONSIDER
	)	ORDER GRANTING
vs.	)	DEFENDANT CHICAGO TITLE
	)	INSURANCE COMPANY, INC.'S
	)	MOTION TO DISMISS
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 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, SCRC, 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.

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)¹. (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

¹ 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.²

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

² 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,

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October 21, 2022

EXHIBIT A

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.	)	

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., Coggleshall 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).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

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

As of October 3, 2022

145, Orig.)
146, Orig.)

**DELAWARE V. PENNSYLVANIA AND WISCONSIN
ARKANSAS V. DELAWARE**

Order: 2/22/22 – Exceptions to Special Master Report - set for oral argument
Argument Date: 10/3/22

20-1199 CFX STUDENTS FOR FAIR ADMISSIONS V. PRESIDENT AND FELLOWS OF HARVARD

Courts: USCA-1 Granted: 1/24/22
Order: 7/22/22 – no longer consolidated with No. 21-707 (KBJ - no part)
Argument Date: 10/31/22

21-86 CFX AXON ENTERPRISE, INC. V. FTC

Court: USCA-9 Granted: 1/24/22
Argument Date: 11/7/22

21-376) CFX HAALAND, SEC. OF INTERIOR V. BRACKEEN
21-377) CFX CHEROKEE NATION V. BRACKEEN
21-378) CFX TEXAS V. HAALAND, SEC. OF INTERIOR
21-380) CFX BRACKEEN V. HAALAND, SEC. OF INTERIOR

Court: USCA-5 Granted: 2/28/22
Argument Date: 11/9/22

21-432 CFX ARELLANO V. McDONOUGH, SEC. OF VA

Court: USCA-Fed. Granted: 2/22/22
Argument Date: 10/4/22

21-442 CFX REED V. GOERTZ

Court: USCA-5 Granted: 4/25/22
Argument Date: 10/11/22

21-454 CFX SACKETT V. EPA

Court: USCA-9 Granted: 1/24/22
Argument Date: 10/3/22

21-468 CFX NATIONAL PORK PRODUCERS COUNCIL V. ROSS

Court: USCA-9 Granted: 3/28/22
Argument Date: 10/11/22

21-476 CFX 303 CREATIVE LLC V. ELENIS

Court: USCA-10 Granted: 2/22/22

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

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

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

NOTE:

20-1541	CSX	PIVOTAL SOFTWARE, INC. V. SUPERIOR COURT OF CALIFORNIA Court: CA-CA, 1 st app. Dist. Argument Date: ~~11/9/21~~ Date: 9/2/21 – Further briefing held in abeyance, and case removed from the November 2021 argument calendar	Granted: 7/2/21
21-1596	CFX	ARDOIN, LA SEC. OF STATE V. ROBINSON Court: USCA-5 *Also held in abeyance pending this Court's decision in No. 21-1086, <i>Merrill, AL Sec. of State v. Milligan</i> , and No. 21-1087, <i>Merrill, AL Sec. of State v. Caster</i> .	Granted*: 6/28/22

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 Opinionsⁱ 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*

CASE CODE KEY

☐ First Letter = Jurisdictional Grounds (ex. 20-000 C SX)

C - Certiorari

A - Appeal

Q - Certified Question

☐ Second Letter = Court Below (ex. 20-000 C S X)

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 CS X)

X - Civil

Y - Criminal

H - Habeas Corpus or other collateral attack

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

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EXHIBIT D



Horry County Fifteenth Judicial Circuit Public Index



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

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

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



Charleston County
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Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Chicago Title Company LLC	Defendant	2018CP1005875	12/11/2018	Dismissed	11/18/2021	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance company	Plaintiff	1989CP1005721	12/28/1989	Judgment	08/06/1990	Common Pleas	Special-Comp/Oth 699	1989CP1005721	Common Pleas
Chicago Title Insurance Co Etc	Defendant	2008CP1002641	05/13/2008	Judgment	02/10/2012	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Plaintiff	1989CP1005721	12/28/1989	Judgment	08/06/1990	Common Pleas	Special-Comp/Oth 699	1989CP1005721	Common Pleas
Chicago Title Insurance Company	Plaintiff	1990CP1006195	12/31/1990	Judgment	02/12/1991	Common Pleas	Special-Comp/Oth 699	1990CP1006195	Common Pleas
Chicago Title Insurance Company	Defendant	1993CP1001853	04/23/1993	Settled	07/22/1993	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Defendant	1993CP1003155	07/27/1993	Settled	08/18/1993	Common Pleas	Judgment/Other 799		Common Pleas
Chicago Title Insurance Company	Plaintiff	1996CP1003296	09/16/1996	Dismissed	03/06/1998	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Plaintiff	1996LP1006394	09/16/1996	Dismissed	03/06/1998	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	2006CP1000371	02/01/2006	Change Of Venue	03/29/2006	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Plaintiff	2011CP1003838	05/31/2011	Judgment	10/09/2017	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Plaintiff	2011CP1003838	03/07/2014	Disposed	07/30/2015	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company	Defendant	2014CP1005794	09/22/2014	Dismissed	10/15/2015	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Plaintiff	2014LP1000431	05/31/2011	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Plaintiff	2014LP1000815	05/31/2011	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	2016CP1003019	06/09/2016	Dismissed	06/29/2017	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company	Plaintiff	2017CP1003761	07/24/2017	Judgment	07/24/2017	Common Pleas	Foreign Judgment 710	2017CP1003761	Common Pleas
Chicago Title Insurance Company	Defendant	2018CP1005875	12/11/2018	Dismissed	11/18/2021	Common Pleas	Legal Malpract 210		Common Pleas
Chicago Title Insurance Company	Defendant	2019CP1005567	10/23/2019	Settled	02/14/2020	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	2019CP1005567	12/18/2019	Dismissed	02/12/2020	Common Pleas	Foreclosure 420		Master In Equity
Chicago Title Insurance Company	Defendant	2019LP1001082	10/23/2019	Pending		Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	2022CP1001673	04/12/2022	Transferred	05/12/2022	Common Pleas	Contract/Other 199		Common Pleas
Chicago Title Insurance Company	Defendant	2022CP1002734	06/17/2022	Dismissed	08/19/2022	Common Pleas	Foreclosure 420		Common Pleas
Chicago Title Insurance Company	Defendant	2022LP1000441	06/17/2022	Dismissed	08/19/2022	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1992CP1005179	11/04/1992	Disposed	04/30/1993	Common Pleas	Special-Comp/Oth 699		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1992LP1007074	11/04/1992	Dismissed	04/30/1993	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1997CP1002520	05/02/1997	Settled	11/23/1998	Common Pleas	Judgment/Other 799		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1997CP1003697	07/29/1997	Disposed	03/16/1999	Common Pleas	Special-Comp/Oth 699		Common Pleas
Chicago Title Insurance Company Etal	Defendant	1997CP1003697	07/30/1998	Disposed	03/16/1999	Common Pleas	Special-Comp/Oth 699		Master In Equity
Chicago Title Insurance Company Etal	Defendant	2011CP1000897	02/04/2011	Settled	02/11/2011	Common Pleas	Breach of Cont 140		Common Pleas
Chicago Title Insurance Company Etc	Defendant	1996CP1000556	02/15/1996	Settled	03/18/1997	Common Pleas	Condemnation 410		Common Pleas
Chicago Title Insurance Company Etc	Defendant	1996LP1006096	02/15/1996	Dismissed	03/18/1997	Lis Pendens	Lis Pendens		Common Pleas
Chicago Title Insurance Company	Defendant	2005CP1003608	09/02/2005	Settled	02/09/2010	Common	Foreclosure 420		Common Pleas

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

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FILED IN CHARLESTON COUNTY, SOUTH CAROLINA
JUL 21 2022
CLERK OF COURT
JUL 21 2022 1:35 PM - HORRY - COMMON PLEAS - CASE#2021CP2607668

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	)	
	)	DEFENDANT CHICAGO TITLE
	)	INSURANCE COMPANY'S MEMO IN
Plaintiff,	)	OPPOSITION TO PLAINTIFF'S
	)	MOTION TO RECONSIDER ORDER
vs.	)	GRANTING CHICAGO TITLE'S
	)	MOTION TO DISMISS
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 parties extensively briefed Chicago Title's motion to dismiss for lack of personal jurisdiction before arguing it on September 19, 2022. After the hearing, Plaintiff and Chicago Title each submitted detailed proposed orders with supporting authorities. The Court carefully considered the arguments and issues raised by both each party before issuing its Order Granting Chicago Title Insurance Company's Motion to Dismiss for Lack of Personal Jurisdiction filed October 12, 2022 (hereafter the "Dismissal Order"). Plaintiff now seeks reconsideration, presenting the same arguments that the Court has already considered. There is no reason for the court to reverse its ruling.

LEGAL STANDARD

The South Carolina Rules of Civil Procedure

contemplate two basic situations in which a party should consider filing a Rule 59(e) motion. A party may wish to file such a motion when she 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. A party must file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review.

Elam v. S.C. Dep't of Transp., 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). *see also Hickman v. Hickman*, 329 S.E.2d 481 (S.C. Ct. App. 1990) (“[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.”).

DISCUSSION

1. **The court correctly determined that complying with South Carolina Code Section 38-5-70 does not render Chicago title subject to general jurisdiction in South Carolina; moreover, the Supreme Court’s ruling in *Mallory V. Norfolk So. Ry. Co.*, 266 A.3d 542 (Pa. 2021), cert. granted, 2022 WL 1205835 (No. 21-1168, April 25, 2022) (“*Mallory*”) cannot require reversal even if the Supreme Court were to find that *Pennsylvania Fire* is still good law.¹**

Plaintiff invites the court to reverse the Dismissal Order, and then stay Chicago Title’s motion pending the United States Supreme Court’s decision in *Mallory*, where the issue is whether the Supreme Court’s opinion in *Pennsylvania Fire* is still good law despite the subsequent opinions of *International Shoe*, *Daimler*, *Goodyear*, and *BNSF Railway Co.*² The Court should reject this invitation. This Court correctly found that *Pennsylvania Fire* is no longer good law in light of those cases based on precedent existing now and at the time of that decision.³ But even if the Supreme Court finds that *Pennsylvania Fire* is still good law, that ruling would not warrant reversal of the Dismissal Order. Under the holding in *Pennsylvania Fire*, state licensure requirements amount to consent to general jurisdiction only if consent to general jurisdiction is 1) explicit in the statute, or 2) the state court has interpreted the statute as imposing that condition. *Fidrych v. Marriott Intl., Inc.*, 952 F.3d 124, 137 (4th Cir. 2020); Dismissal Order p. 7. As set forth below, the Pennsylvania statute at issue in *Mallory* is explicit that registration constitutes consent to “general jurisdiction,” and there

¹ This addresses arguments numbered 1 through 5 in Plaintiff’s Motion for Reconsideration.

² These cases are discussed in the parties’ briefing on Chicago Title’s motion, and in the Dismissal Order.

³ Defendant submits that the Supreme Court is likely to hold the same.

was no issue as to whether the statute provided for consent to general jurisdiction. South Carolina Code Section 38-5-70 is completely different and this Court correctly found that Section 38-5-70 does not constitute consent to general jurisdiction in South Carolina. Dismissal Order p. 7. Thus, the Supreme Court's holding in *Mallory*, whatever it may be, cannot change the Court's ultimate finding that Chicago Title is not subject to general jurisdiction in South Carolina.

In *Mallory*, a Virginia resident sued Norfolk Southern in Pennsylvania under the Federal Employers Liability Act to recover for injuries he suffered in Virginia and Ohio. *Mallory*, 266 A.3d at 551. Norfolk Southern is incorporated in Virginia with a principal place of business in Virginia, but it was registered to do business in Pennsylvania. *Id.* at 551. Pennsylvania law requires a foreign corporation to register if it is going to do business in Pennsylvania. *Id.* at 547 (citing 15 Pa.C.S.A § 411). Importantly, 42 Pa.C.S. Section 5301(a)(2) provides that such registration is “a sufficient basis of jurisdiction to enable the tribunals of this commonwealth to exercise ***general personal jurisdiction*** over such person.” (emphasis added). Section 5301(b) goes on to state that “when jurisdiction over a person is based upon this section ***any cause of action may be asserted against him***, whether or not arising from acts enumerated in this section.” (emphasis added). After discussing and addressing the United States Supreme Court's opinions in *Daimler*, *Goodyear*, and *Pennsylvania Fire*, among others, the trial court granted Norfolk Southern's motion to dismiss for lack of personal jurisdiction, finding that “by requiring foreign corporations to submit to general jurisdiction as a condition of doing business here, Pennsylvania statutory scheme infringes upon our sister states ability to try cases against their corporate citizens.” *See Mallory*, 266 A.3d at 553-55.

The Supreme Court of Pennsylvania affirmed, relying on *Daimler*, *Goodyear*, and *BNSF Railway Co.*, and rejecting cases decided prior to *International Shoe*, such as *Pennsylvania Fire*. *Id.* at 565-71. It also pointed out that consent to jurisdiction by waiving one's due process rights must be

voluntary, knowing and intelligent. *See id.* at 568-69 (citing *Brady v. United States*, 397 U.S. 742, 748 (1970)) (observing that waivers of constitutional rights must be voluntary, knowing, and intelligent). It determined that a foreign corporation's consent to jurisdiction is knowing and intelligent in light of the explicit nature of the Pennsylvania statute at issue, but not voluntary:

Unlike other states, whose statutes do not expressly condition the privilege to do business upon submission to general jurisdiction, foreign corporations are given reasonable notice that "qualification as a foreign corporation under the laws of this Commonwealth" constitutes "a sufficient basis" to "enable the tribunals of the Commonwealth to exercise general personal jurisdiction" over a foreign corporation. 42 Pa.C.S. § 5301(a)(2)(i). That notice, however, does not render the consent voluntary.

Id. at 569.

The statute at issue in *Mallory* was clear. It expressly provides that registration subjects the foreign entity to "general jurisdiction" and that "any cause of action may be asserted against" that entity "whether or not arising from ask enumerated in the section." The Pennsylvania Court correctly interpreted the statute to require the foreign corporation to submit to general jurisdiction. In contrast South Carolina Code Section 38-5-70 does not use the term "general jurisdiction." In fact, it does not use the term "jurisdiction" at all. It provides, in relevant part:

Every insurer shall, before being licensed, appoint in writing the director and his successors in office to be its true and lawful 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 and that the authority continues in force *so long as any liability remains outstanding in the State.*

S.C. Code Ann. § 38-5-70 (emphasis added).

Rather, South Carolina's statute is similar to the Missouri statute interpreted in *State ex rel. Phoenix Mutual Life Insurance Co. of Hartford, Conn. v. Harris*, 121 S.W.2d 141 (Mo. 1938) and

State ex rel. American Central Life Insurance Co. v. Landwehr, 318 Mo. 181, 300 S.W. 294 (Mo. banc 1927). That statute provided:

Any insurance company not incorporated by or organized under the laws of this state, desiring to transact any business by any agent or agents in this state, shall first file with the superintendent of the insurance department a written instrument or power of attorney, duly signed and sealed, appointing and authorizing said superintendent to acknowledge or receive service of process issued from any court of record, justice of the peace, or other inferior court, and upon whom such process may be served for and in behalf of such company, in all proceedings that may be instituted against such company, in any court of this state or in any court of the United States in this state, and consenting that service of process upon said superintendent shall be taken and held to be as valid as if served upon the company, according to the laws of this or any other state. Service of process as aforesaid, issued by any such court, as aforesaid, upon the superintendent, shall be valid and binding, and be deemed personal service upon such company, *so long as it shall have any policies or liabilities outstanding in this state*, although such company may have withdrawn, been excluded from or ceased to do business in this state, ***

Phoenix Mutual, 121 S.W.2d at 142 (emphasis supplied by the *Phoenix Mutual* Court). The *Phoenix Mutual* Court held that the phrase “so long as it shall have any policies or liabilities outstanding in this state” is a “limiting clause” that “limits such proceedings to actions upon policies issued or liabilities incurred in this state, but they must also be outstanding in this state when the suit is filed.” *Id.* at 145-46. “[C]ertain it is that the statute requires all suits and proceedings in this state to be based upon business transacted in Missouri, while the company was operating here under license.” *Id.*; see also *State ex rel. Norfolk S. Ry. Co. v. Dolan*, 512 S.W.3d 41, 53 n. 11 (Mo. 2017).

Similarly, here, the phrase “so long as any liability remains outstanding in the State” in South Carolina Code Section 38-5-70 is a limiting phrase that limits such proceedings to those based on business that Chicago Title transacted in South Carolina. Plaintiff has not identified any business Chicago Title transacted in South Carolina that relates to this claim in any way. This claim does not even relate to an insurance policy issued in South Carolina. In fact, the naming of Chicago Title in

this case has nothing to do with its status as an insurer. Thus, the Court correctly held that “South Carolina Code Section 38-5-70 does not constitute consent to general jurisdiction in South Carolina.” Dismissal Order p. 8.

Plaintiff challenges that particular holding by asserting that the Court failed to consider *Equilease Corp. v. Weathers*, 275 S.C. 478, 272 S.E.2d 789 (1980) and *White Oak Manor, Inc. v. Lexington Ins. Co.*, 407 S.C. 1, 753 S.E.2d 537 (2014). Plaintiff cites these cases for the proposition that insurance service statutes “were designed to provide a simple and easy method of obtaining jurisdiction over a foreign insurance company.” Plaintiff made this same argument, citing these same cases, in Plaintiff’s memorandum opposing Chicago Title’s motion to dismiss. *See* Pl’s Memo. Opp. Mot. Dismiss p. 15. Chicago Title addressed these cases at page 6, footnote 3 of its reply in support of its motion to dismiss, but will elaborate more here. Again, these cases do not help Plaintiff. Personal jurisdiction was not at issue in either of those cases, and nothing in those cases, not even the language quoted by Plaintiff, suggests that the legislature intended for Section 38-5-70 to confer *general* jurisdiction on an insurance company for all claims, especially where the claim does not even arise out of the insurance company’s status as an insurance company.

In *Equilease Corp.*, an insurer (who was not licensed in South Carolina) was named as a defendant and timely filed an Answer through an attorney after being served with the Plaintiff’s Summons and Complaint. The insurer did not dispute personal jurisdiction. *Equilease*, 275 S.C. at 483, 272 S.E.2d at 791. The insurer’s co-defendants cross-claimed against the insurer and served the cross-claim on the insurer via the South Carolina insurance commissioner, but the insurer’s attorney was never served. The co-defendants sought a default judgment against the insurer after the applicable time period expired from the time they served the cross-claims on the commissioner, arguing that South Carolina Code Sections 15-9-270 and 38-52-80 provided the proper method for

service of the cross-claim. *Id.* at 482, 272 S.E.2d at 791. The trial judge found that the service of the cross-claim was inappropriate because it should have been served on the attorney due to a statute that required service on the attorney after the attorney had appeared. *Id.* at 483, 272 S.E.2d at 791. In rejecting the co-defendants' argument, the trial judge said "[t]hese 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." *Id.* at 482-83, 272 S.E.2d at 791. The South Carolina Supreme Court affirmed, with little analysis. Personal jurisdiction was not at issue in that case and when the trial judge said "jurisdiction," he was distinguishing between service of process and service on an attorney after initial service of process. There is certainly no holding that South Carolina Code Section 38-5-70 was designed to obtain **general jurisdiction** over an insurance company, or that the statute would allow a South Carolina court to obtain jurisdiction over an insurance company for all claims regardless of whether it even arises out of the insurance company's status as an insurance company.⁴

In *White Oak*, a nursing home brought an action against its insurer regarding coverage of a malpractice claim and served the insurer at the address set forth in the policy for service of process, rather than upon the insurance commissioner. The insurer defaulted and sought to set aside the default by arguing that service was invalid because South Carolina Code Section 15-9-270, which requires service of process be through the Director of the Department of Insurance, provides the exclusive means of service of process on an insurer. *White Oak*, 407 S.C. at 6, 753 S.E.2d at 539. In rejecting this argument, the South Carolina Supreme Court stated "[w]e have previously interpreted insurance service statutes as 'designed by the legislature to provide a simple and easy method of obtaining

⁴ Moreover, it should be noted that the Court held that South Carolina Code Section 38-5-80, which is now Section 38-5-70, was not at issue and even distinguished a case on that basis. *See Equilease*, 275 S.C. at 482, 272 S.E.2d at 791.

jurisdiction over a foreign insurance company.” *Id.* at 9, 753 S.E.2d at 541 (quoting *Equilease*).⁵ Importantly, the *White Oak* Court then stated “[t]hus, their purpose is to provide an insured with **a method to obtain service of process on insurance companies**; it is not to serve as a shield for insurance companies, protecting them from their own policy terms.” *Id.* (emphasis added). Again, personal jurisdiction was not at issue in *White Oak* and nothing in the Court’s opinion suggests that Section 38-5-70 provides for general personal jurisdiction of insurance companies for all claims regardless of whether they arise out of the insurer’s contacts with South Carolina or even the company’s role as an insurance company.⁶

Moreover, unlike in *Mallory*, where the defendant would be engaging in a *knowing* and *intelligent* waiver of their constitutional right to due process by registering, an insurance company registering to do business in South Carolina would be making no search knowing waiver since the statute says nothing of general jurisdiction. The Pennsylvania courts found dismissal was appropriate despite the fact that the waiver was knowing and voluntary. If the Supreme Court reverses that determination, this case is clearly distinguishable because of the massive distinction in the applicable statutory language and the fact that any waiver here would not be knowing or voluntary given the fact that Section 38-5-70 does not even mention the word “jurisdiction.”

For these reasons, the Court should not reverse its holding that Chicago Title is not subject to general jurisdiction in South Carolina.

2. The Court should not reverse its holding that Chicago Title is not subject to specific jurisdiction in South Carolina for this case.

⁵ Though immaterial, it is worth noting that the South Carolina Supreme Court did not render that holding in *Equilease*. Rather, trial judge made the quoted statement.

⁶ Plaintiff also argues that the insurance director “cannot perform his duties regarding foreign insurance companies if they are not subject to general jurisdiction of South Carolina” and that “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.” This argument makes little sense. The insurance director can most certainly perform his duties in the absence of general jurisdiction, since the director has no interest (or power) in regulating an insurer’s conduct unrelated to South Carolina.

Plaintiff also challenges the Court's finding of specific jurisdiction, making largely the same arguments.

In arguing for specific jurisdiction, Plaintiff references cases brought by Chicago title in South Carolina, and cases against Chicago Title in South Carolina. These cases have nothing to do with whether Chicago Title is subject to specific jurisdiction in this case. "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 v. Reprod. Endocrine Associates of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007). Obviously, this case does not arise specifically from these other cases. These other cases have nothing to do with this case.⁷

Plaintiff cites *Ford Motor Co. v. Montana Eighth Judicial Dist. Court*, 141 S. Ct. 1017, 1025 (2021) for the proposition that "where a company exercised 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." Chicago Title agrees with this proposition. The problem is there is no "related misconduct" here. Plaintiff argues "the 'related misconduct' involves acts of its alleged partner, co-defendant, Chicago Land Agency Services ('CLAS') in recording a fraudulent deed" That is exactly the point. There are no acts by Chicago Title and no suit related contacts that Chicago Title has with South Carolina. 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)).

⁷ Because of this, an analysis of the circumstances of these particular cases would be a waste of time, but Chicago Title notes that the cases brought by Chicago Title are undoubtedly cases where the court had personal jurisdiction over the defendant, likely because the defendant was a South Carolina resident being sued in his or her home state. That is the opposite of what is happening here, as plaintiff is not suing Chicago Title in Chicago Title's home state (which would have jurisdiction over Chicago Title). Chicago title does not dispute that it may be subject to specific jurisdiction in South Carolina courts for cases that arise out of Chicago Title's conduct with the forum state.

Plaintiff also rehashes the argument, again rejected by the Court, that Chicago Title and CLAS have a partnership under S.C. Code Section 33-41-210.⁸ But Plaintiff still does not explain how the South Carolina Uniform Partnership Act could apply to an alleged partnership between an Illinois Corporation and a Florida Corporation not made in South Carolina. Even if it did apply, though, this provision supports Chicago Title's position. The Act defines "Partnership" strictly, to exclude other corporate forms:

A "partnership" is an association of two or more persons to carry on as co-owners a business for profit and includes, for all purposes of the laws of this State, a registered limited liability partnership. However, any association formed under any other statute of this State or any statute adopted by authority, other than the authority of this State, is not a partnership under this chapter unless the association would have been a partnership in this State before the adoption of this chapter on February 13, 1950.

S.C. Code § 33-41-210.

CLAS cannot be a partnership within the meaning of S.C. Code § 33-41-210. CLAS is an Illinois corporation (Am. Complaint ¶11), so it is an association formed under a statute adopted by authority other than South Carolina. Furthermore, it would not have been a partnership in South Carolina before February 13, 1950 because, among other things, a corporation has been recognized as a distinct entity from joint ventures (and partnerships) since before 1950. *See Gordon*, 50 S.E.2d at 207; *see also Tocci v. Tocci*, 189 N.E.3d 241, 263 (Mass. 2022) (addressing the same provision of Massachusetts' Uniform Partnership Act and stating that business associations formed under other statutes may be considered partnerships if they would have been a partnership in the state before the state's adoption of the act, but noting that corporations have been recognized as distinct from

⁸ Under South Carolina law, "[p]ractically the only difference between a 'joint adventure' and a 'partnership' is that a partnership is ordinarily for the transaction of a general business of a particular kind, while a joint adventure relates to a single transaction." *Gordon v. Rothberg*, 213 S.C. 492, 50 S.E.2d 202, 207 (1948) (citing *Welling et al. v. Crosland et al.*, 129 S.C. 127, 141, 123 S.E. 776, 781 (1924)).

partnerships since 1903). Thus, the fact that CLAS is a corporation prevents it from being a partnership by statute, just like its incorporation prevents it from being a joint venture.⁹

As stated in the Dismissal Order, the evidence does not support that CLAS and Chicago Title have a joint venture or partnership. Dismissal Order p. 11. Plaintiff cites *Young v. Jones*, 816 F. Supp. 1070 (D.S.C. 1992), for the proposition that “a partnership is an entity separate and distinct from the individual partners who compose it.” Yet Plaintiff’s only purported evidence is the CLAS website, which that “CLAS is a joint venture partnership with Chicago Title . . .” Significantly, the website does not refer to a separate joint venture or partnership. It states that CLAS itself is the joint venture partnership, but obviously that is incorrect from a legal perspective. Put simply, there is no separate partnership, which means there is no partnership.

Furthermore, *Young* supports Chicago Title’s position. In that case, the Court granted the foreign defendant’s motion to dismiss for lack of personal jurisdiction pursuant to Federal Rule of Civil Procedure 12(b)(2) (which is virtually identical to the state rule). *See Young*, 816 F. Supp. at 1077. The plaintiff in that case argued that Price Waterhouse entities were partners by virtue of statements and representations in a marketing brochure. *Id.* at 1076. In rejecting the plaintiff’s argument, the Court found that there was no evidence that the plaintiff relied on those representations. Similarly, here, there is no evidence Plaintiff or anyone else relied on CLAS’s website to her detriment.

Clearly, the CLAS website is insufficient for Plaintiff to make out a prima facie case. In an effort to overcome this hurdle, Plaintiff also asserts that Michael Cusack, Chicago Title’s Executive Vice President who provided an affidavit in this case dated May 31, 2022, did not deny that CLAS

⁹ 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.

and Chicago Title were in partnership. Of course, this is not evidence that they were in a partnership and, in any event, Mr. Cusack stated that Chicago Title was a shareholder, which, as found by the Dismissal Order, is inconsistent with a joint venture partnership. Nevertheless, to satisfy Plaintiff's argument (which Plaintiff did not raise previously), Chicago Title is filing herewith the Second Affidavit of Michael Cusack affirming that there is no partnership between Chicago Title and CLAS. (Second Aff. of Michael Cusack, at ¶2, **Exhibit 1** hereto). Chicago Title is a shareholder of CLAS, but they are not co-owners or partners, and do not share in any profits with each other. *Id.*

Perhaps most importantly, even if the Court were to find that a partnership exists, that would not warrant reversal, since, as the Court has already held, "there is no evidence that CLAS's recording of the Deed was within the scope of such joint venture partnership." Dismissal Order p. 11. As the Court held, "[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." *Id.* p. 12 (citing 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"). The Court explained:

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).

Dismissal Order pp. 12-13.

Plaintiff does not challenge these findings of the Dismissal Order, which is fatal to Plaintiff's specific jurisdiction argument, even if a partnership did exist.

CONCLUSION

For all of these reasons, the Court should deny Plaintiff's Motion for Reconsideration.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ Denny P. Major

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November 22, 2022

EXHIBIT 1

SECOND AFFIDAVIT OF MICHAEL CUSACK

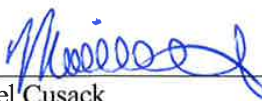
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR
	)	THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	
	)	Case No.: 2021-CP-26-07668
GLORIA ORMAND-WARD by and through	)	
HER GUARDIAN AND CONSERVATOR,	)	
CDM CORPORATION, through its	)	
representative, STEPHEN MANTELL	)	
	)	
Plaintiff,	)	
	)	
vs.	)	SECOND AFFIDAVIT OF MICHAEL
	)	CUSACK
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.	)	

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.

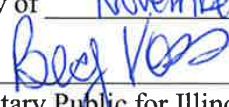
2. As I previously stated, Chicago Title, which is a Florida corporation, is a 49.9% shareholder in Chicago Land Agency Services, Inc. (CLAS), which is an Illinois corporation. However, Chicago Title and CLAS are not "co-owners" or "partners" of a business. As a shareholder of CLAS, Chicago Title does 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)
) Court of General Sessions
County of Horry) 2021-CP-26-07668

Gloria Armand Ward)
)
 vs.) Transcript of Record
)
RC & Capital LLC, et al.)
)

September 19, 2022
Conway, South Carolina

B E F O R E:

The Honorable Michael G. Nettles, Judge.

A P P E A R A N C E S (All present by video or telephone):

John M. Leiter
Attorney for the Plaintiff

Paul Hoefer
Attorney for the Defendant, Chicago Land Agency Services
Inc.

Denny P. Major
Attorney for the Defendant, Chicago Title Insurance Co.

Demitri K. Koutrakos
Attorney for Current Owner and Current Mortgagee

Amelia Mastandrea
Transcriber

I N D E X

Ruling of the Court

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THE COURT: The next case is Gloria Armand Ward v. RC & Capital LLC and others.

All right. And I'll be glad to hear from the moving party.

MR. HOEFER: Thank you, Your Honor. My name is Paul Hoefer. I represent the defendant, Chicago Land Agency Services, Inc., otherwise known as CLAS. And Your Honor, before we get started, Mr. Leiter, another lawyer of the case informed me beforehand that we have, I think, four total motions, and with the Court's permission, this could take at least 30 minutes, maybe up to an hour. And I think he had informed that if the other motions behind us wanted to go first for purposes of courtesy and to take up time, we're happy to allow that.

THE COURT: I think we'll, I think since we're here, we'll go ahead and resolve this matter, and we have the luxury of time.

MR. HOEFER: Okay.

THE COURT: And all of this being done by WebEx, so the people kind of do other things while they're awaiting their turn, but thank you.

MR. HOEFER: Yes. Thank you, Your Honor. Your Honor, we have filed our Rule 12(b)(6) motion on all claims asserted against CLAS. We filed a motion and supporting memorandum earlier this year. Thereafter, the plaintiff filed an amended

complaint, and we refiled our motion incorporating the first version and then supplemented it to address those new claims.

By way of background, my client CLAS is a service vendor that it provides clerking services related to property transactions. It may be considered analogous to a title abstractor. Generally, it's called upon by attorneys, title agents. It could also be individuals or businesses that reach out for assistance. But in sum, Your Honor, it's a service to assist in property-related matters. It is not a title insurance company. It does not prepare mortgages or deeds, and does not deposit or disburse funds.

But at the core of this case are allegations of fraud against other defendants that are named in this case involved in an underlying residential property conveyance in Myrtle Beach. The plaintiff seeks to set aside that purported fraudulent deed and seeks associated money damages. And if the allegations are true, it's certainly a disturbing situation.

There's a bad actor that's alleged to have taken advantage of an elderly lady, deceived her into giving away her home. CLAS is not alleged to have any relationship with the plaintiff, not alleged to have any knowledge or involvement in the actual bad acts. Instead, this whole allegation against CLAS is that it received the first of two versions of a deed from the bad actor. And then at the bad

actor's request, that CLAS submitted it for e-recording to the Horry County Register of Deeds.

And Your Honor, effectively there are five claims made against CLAS. There's negligence, intentional infliction of emotional distress, violation of entrepreneur trade practices, slander of title, and civil conspiracy. And all of those are based on the same allegation that CLAS submitted the deed for recording to the ROD Office. And today, certainly understanding that we're here only testing the sufficiency of the allegations, our position is that the claims are not actionable as pled, and that this is proper for 12(b)(6) because it is simply a question as to interpretation of law.

As to the negligence claim, there's no precedent, no authority that a service vendor in CLAS's shoes owes a duty to the plaintiff within CLAS has no relationship, had no relationship. In South Carolina law on negligence and duty, to oppose a duty there must be a statute, a contract, a relationship, some other special circumstances which are not present here. There's also no duty or general duty under South Carolina law to prevent bad acts of third parties.

Instead, here the plaintiff must come forward and show a special relationship, plead a special relation with CLAS, that CLAS intentionally created this risk or voluntarily performed some act for the plaintiff that resulted in her harm. And Your Honor, our position is none of those are present, that

there's no facts, there's no allegations pled that allege that we controlled or supervised the underlying bad acts or that we assumed the duty to render any service for the plaintiff. We simply recorded a document for the grantee and for the public's benefit.

And that's where I would turn the public policy involved here, that it does not favor creating or imposing a new duty here, which would be on a party that simply submits a document to the Register of Deeds Office. That act itself is a benefit to the public. It's notice to the world. It aids subsequent purchasers and creditors.

In this case, it actually provided notice that the bad actor here claims this property, and it allowed the plaintiff's lawyer, Mr. Leiter, the ability to discover the information necessary to go file this lawsuit against the wrong parties.

To hold CLAS responsible as a party that simply hands up a deed or submits a deed through an e-recording portal, in my mind, is wholly unreasonable because submitting parties would then be held to some standard of identifying fraud, and I don't know where that will stop. You would be -- any party that is just submitting a document to the ROD's office would then be looked at to determine potential forgeries. They would maybe be expected to go interview witnesses that signed the deed, interview notaries. I mean, ultimately, this would

discourage --

THE COURT: Let me interrupt, Mr. Hoefer. Let me interrupt you just a moment. Is this a collection of people who do title abstractions, that just go to the courthouse and check the deeds and the judgments and that sort of thing? Is that what they do?

MR. HOEFER: No, sir. I would not characterize it that way. I think that --

THE COURT: Well, tell me what they do on a daily basis.

MR. HOEFER: Well, I think that title abstracts is part of it. So I don't want to mislead you. I think that they do do title abstracts. They work for attorneys and title agents. Again, I analogized it in my opening to a title abstractor where a closing attorney in South Carolina, typically, they may do their own title abstract, but most people reach out to their outside vendor, pay the title abstractor to go search title, and report back to them. That's part of what my client does.

Other things that my client does would be potentially obtain water or zoning certifications. They may assist in recording documents. They may assist in putting together a title policy or commitment. So they do -- again, they're similar to a title abstractor, but they do a little bit more. They're not a law firm. They are unique, but they are essentially like an abstractor. They're a third party that

just assists in the whole real estate transaction process.

THE COURT: Okay. All right.

MR. HOEFER: And so back to my policy argument, Your Honor, is that South Carolina law specifically says that all the cases that deal with recordings and dive into whether a deed is valid or invalid, the recording acts is there to -- the policy encourages recording for notice to the public. And that ultimately, if we were to hold parties that assist in just turning over a document to the ROD for recording, it would discourage that and ultimately increase costs. And I think that there are clear legal remedies for a fraudulent deed.

I mean, one is that the Register of Deeds is authorized under South Carolina statute to determine what is proper to accept or reject. I mean, the ROD's office has that discretion, and in this Court, Your Honor, has long established case law that allows for this Court to declare the deed fraudulent, void ab initio, and return the parties to the place they were before.

And that turns to my next argument, I was focused on duty, but now on proximate cause, that the but for argument -- but for our submitting this deed to the ROD, she would not have been damaged. Significantly, Your Honor, I think deeds are effective in South Carolina when they're executed and delivered. So the act of recording itself does not all of a

sudden make this deed legitimate or allowed. I mean, the deed is valid and effective once it's signed and turned over. The recording part of it is just notice. And additionally, from a factual standpoint as reflected by the complaint, this same deed was rerecorded months later, not by us, by a South Carolina lawyer, and it was rerecorded to correct purported errors in the deed.

And the last point on that kind of topic is e-recording is kind of the new norm, especially for lawyers. But any layperson could walk into the ROD's office and hand them a document for recording. They could mail it there for recording. So the act of actually submitting it for e-recording in my mind is certainly not consequential from a but for standpoint that resulted in the damages in this case.

As to the other four claims that are asserted, I focused on the facts and negligence first, but the other four causes of action is very similar of factual analysis. Intentional infliction of emotional distress, Your Honor, we've set forth the case law in our memorandum, but that must be conduct that's so extreme and outrageous to exceed all possible bounds of decency. I certainly don't think CLAS's singular act of just submitting this deed exceeds the common bounds of decency.

Along those same lines, the unfair trade practices claim, the singular act of submitting a deed is not unfair

competition. It's not unfair or deceptive. It certainly does not, in fact, adversely affect the public interest. Again, recording is for the public benefit.

Slander of title, this is an interesting cause of action asserted. Slander of title, Your Honor, is a third party knowingly and falsely disparaging a person's title. And in South Carolina case law, that involves somebody, an owner coming in and presenting evidence that a third party didn't buy his property because somebody made a false statement and lowered the value.

Here, the essential element is that there is a diminished value of the property in the eyes of third parties. That's not what this case is about at all. She doesn't -- the plaintiff, does not have title, currently. She's not trying to sell the property. She's trying to get the property back. This just does not fit the factual scenario of slander of title cases in the State. And then last is the civil conspiracy claim, and that is a pure technical pleading form.

The argument that our Supreme Court recently acknowledged in the 1981 Todd v. South Carolina Farm Bureau case, and this is simply that the plaintiff cannot incorporate the prior allegations and just say there was a conspiracy; that there must be additional overt acts and furtherance of a conspiracy, and again, we've set that out in our memorandum.

But in conclusion, Your Honor -- I'm sorry to take up

this much of the Court's time -- but the CLAS, my client was not positioned to determine the validity of the conveyance. It was not engaged by the plaintiff. It was just a service which aided the grantee in sending it to the ROD and, again, just an intermediary service and administrative act, in my opinion. It is the act of recording only served to make the deed public, and again, ROD could accept or reject it, and this Court can declare it invalid.

So for those reasons, Your Honor, I would respectfully ask for the Court to consider our motion to dismiss.

THE COURT: I'm glad to hear from the plaintiff.

MR. LEITER: Thank you, Your Honor, John Leiter for the plaintiff. Gloria Ward is the real plaintiff, but technically I represent the conservator and her guardian who has been appointed for her by the Horry County Probate Court.

In a nutshell, this is a case about what I'm now referring to and talking about title theft. Ms. Ward was the subject of this David Litt coming in. He first came in because a lien, a HOA lien had been filed against Ms. Ward. As best we can understand, he represented that he was with the Better Business Bureau and that he could help her. She agreed to have him help her. He ultimately paid off the lien, and in the process, took title to her home. So we're talking about a transfer, the deed, what we call the fraudulent deed, states that the consideration is 100 dollars. But maybe at most, Mr.

Litt paid a couple of thousand dollars for Ms. Ward's home, and it's probably worth 350,000 dollars.

So the question is how did all this happen. We know that Mr. Litt was the original bad actor, but he was not the only bad actor in this. You had asked Mr. Hoefer what does CLAS do, and that really is a fundamental question to this case. We have pled, and their own website says, that CLAS is a, and I'm reading from their website, "We are a service provider for the professional title agent to represent Chicago Title Insurance Company." On the front page of their website, they say they are a joint venture partner with Chicago Title, and that's going to come up in another part of this argument brought by Chicago Title.

But CLAS goes on to say "CLAS provides necessary services and experience to Chicagoland area attorneys who practice real estate law and are licensed title insurance agents for Chicago Title ... When represented by an attorney who is a Chicago Title agent, the title search is examined by a well educated and trained attorney who is professionally responsible for the title work." And it goes on to say, "In addition, the policy is guaranteed by Chicago Title, and the closings are conducted by Chicago Title."

The reason I bring that up is that CLAS -- and the formal name -- we call it CLAS, but they are Chicago Land Agency Services. Chicago Title owns 49.9 percent of CLAS. They do

more than just simply record deeds. But even if they did just that and nothing else, we would still be here with you today for the fundamental reason and one of our main issues, and we have pled this, is that CLAS engaged in the unauthorized practice of law when they filed this deed.

South Carolina has made it clear in the State v. Buyers Services case, I believe that was a 1997 case, that the recording of a deed constitutes the practice of law in South Carolina. We even cited an ethics opinion that says even out-of-state attorneys cannot record deeds in South Carolina because that would constitute the unauthorized practice of law.

So CLAS decided that it was going to record this deed, not through apparently its normal lawyers, but by itself. Our position is that CLAS stepped into the shoes of a lawyer when it recorded that deed. There is strong, I mean overwhelming public policy reasons why South Carolina has declared that the preparation of a deed and a review of a deed are fundamental to protecting the public, and that would include Ms. Ward, and that is because so much takes place when you record a deed. In its simplest terms, Ms. Ward lost her home because this deed was recorded. As a result of it being recorded, Mr. Litt, through his company, Home Debone (phonetic), that was the grantee of this deed was able to sell it to a third party.

Now, it has been raised that well, the real harm was done

just with the signing of the deed and giving it to Mr. Litt or giving it to Home Debone, but the truth of the matter, the black letter law of South Carolina says what Mr. Hoefer said is true only when you have a properly executed deed; otherwise, the deed is void ab initio.

And that is our simple position. We have a deed, is void ab initio, and we've contained the problems with the deed in our complaint -- amended complaint, and in our brief. But in a nutshell, starting with the most important issue or let me call it the clearest red flag, the deed was allegedly signed by Ms. Ward via DocuSign, which is this electronic signing company.

Now some things in South Carolina can be signed by DocuSign, and it can be a legally binding agreement, but what is clear is that you can't sign a deed by DocuSign for the simple reason that not only do you have to have the grantor's signature according to statute, but you also have to have two subscribing witnesses who observe the signing. And this isn't just a requirement for the ROD to accept a deed. This is requirement to ensure that fraudulent deeds are not perpetrated on people like Ms. Ward, who was at the time this all happened about 77 years old.

So what we have is CLAS acting -- and when I say CLAS, I'm generically referring to CLAS and Chicago Title, which is another part of our argument. But when you look at the CLAS

website, it's ctCLAS.com. CT, we believe, stands for Chicago Title, and then CLAS, ctCLAS.com. They decided that they would be the facilitators of this transaction. They were not just a courier, but they were ones that actually had the authority to file this deed.

In order to file a deed electronically, the County has to be set up to do that, and --

THE COURT: Let me stop you right there. In law school, I used to search titles, and you did it the old fashioned way. You stood in line here in Horry County and filed deeds and mortgages, but I honestly don't know, can you e-file deeds now? I have not, I've been on a bench for 17 years, and I have not done a real estate transaction in that long a period of time. Can you e-file deeds now?

MR. LEITER: So my opinion is no, but my opinion is based on a State Attorney General's opinion that says no, you cannot, and we've attached that to our memorandum, that opinion.

THE COURT: Does defense maintain that you can e-file a deed?

MR. LEITER: It's a good question. So CLAS has not filed an answer yet because of their motion to dismiss --

THE COURT: Oh, I got you. Okay.

MR. LEITER: -- and it should not (indiscernible).

THE COURT: I'm going to ask him right now. I'm going to

ask him, what's your position on whether you can e-file a deed?

MR. LEITER: You cannot. It's clear, you cannot.

THE COURT: Okay. I'm asking him. What do you think?

MR. HOEFER: Oh, I apologize.

THE COURT: Okay. You all are muted, I believe.

MR. HOEFER: I'm sorry, Your Honor. Yes, my position is that you can e-file a deed, or you could go to the Register of Deeds, manually hand it up, or you could mail it to the Register of Deeds Office, that the Register of Deeds Office will accept it in any format. And that was part of my position and argument in the opening was that anybody could have done this. This was simply submitted through an e-filing and portal. Mr. Litt, the bad actor, could have mailed it, and he could have driven to Horry County and handed it up himself.

THE COURT: Okay. We are in different times now. Anything having to do with Common Pleas, you have to e-file it and (indiscernible) won't take original orders and approvals of settlement. You have to do it by e-filing, but you maintain that that's a regular practice in the Clerk of Court's Office here in Horry County and other places routinely accept e-filed titles.

MR. HOEFER: Your Honor, that's correct as far as the Register of Deeds Office. And in fact, I would represent that

I called the Register of Deeds Office within the last week just to ask that question to make sure I could -- even though I believe I knew the answer before, I just called to make sure. And when you say routine, I think the common occurrence for mortgage -- a big difference that we're talking about today with unauthorized practice of laws is when you're dealing with mortgage transactions. This was not a mortgage involved. There's no mortgage. This was not a big formal loan closing process. All the Matrix and Buyer Services and Quicken Loans, all those big Supreme Court opinions on unauthorized practice of law focus on mortgage transactions.

Here, we just have a deed, and it's actually not very uncommon, Your Honor, for a layperson to go on Legal Zoom, pull up a deed, draft their own deed, sign it, have it witnessed and notarized, and take it to the Register of Deeds Office. I think, our public policy is that we want to allow parties to be able to transfer their property in a simple fashion.

THE COURT: I think what Mr. Leiter is saying is that's all well and good. It's like representing yourself in a civil case, but you can't hold yourself out to do it for other people. I think that's probably what he's going to say.

I didn't mean to interrupt you, Mr. Leiter. I got sidetracked. Go ahead.

MR. LEITER: Well, by you asking that question of Mr.

Hoefer, I have to correct what I said earlier. I was jumping ahead of myself. E-filing and e-recording, I'm going to say, is routine. I mean, the ROD's office accepts them all the time. It is common practice. It is allowed by State law.

Where I got ahead of myself, Your Honor, was that I was thinking that you were asking about signing a deed via DocuSign or some other electronics signature process. And that's what I was addressing, not your direct question. So I apologize for that.

So the filing of a deed by an e-recording system is appropriate, but you anticipated my main legal point. If you are a commercial industry or an entity that is engaged in the real estate practice, and you are out of state, and you're not an attorney, and you file a deed, you have now engaged in the unauthorized practice of law. Had they done what you did when you were in law school and had someone local check the title, or in this case look at the deed, there is no way any law firm in this State would have recorded that deed, Your Honor.

First of all, it had the DocuSign signature. Secondly, apparently when it was first presented to the ROD's office, it only had one witness, not two, and it was only after the fourth or fifth attempt at getting it right did Mr. Litt and CLAS and Chicago Title finally get it in a form that the ROD accepted. And in that regard, this is interesting. I don't think we need it for our opposition to the motion to dismiss,

but it's sort of sets the parameters of what we're talking about, Mr. Hoefer brought up about CLAS not having a duty because all that they simply did was record a deed. Well, Mr. Litt, the bad actor, in an email to CLAS said, "Andrew, this needs to be refiled and needs a transmittal sheet. Can you guys do that? Please review prior to submitting so that we can follow all their requirements. Thank you."

Even Mr. Litt, the bad actor, was telling CLAS follow the rules here, make it so that we can file this deed. So Mr. Litt himself was looking to CLAS for more than just simply submitting this via an electronic portal to the Horry County Register of Deeds. And in that regard, the only way that CLAS could record this was through their electronic portal Horry County has four services, apparently that an attorney or another agency like Chicago Title could sign up to use.

One of them is simply file, and I asked a local attorney who does real estate if I could look at his e-recording service agreement, and he did share it with me, and I'm going to, again, we've not really engaged in discovery, but I'm going to reasonably suggest that what this company has in its service agreement is probably similar to what each of the four service providers require their end users to sign, and it says customers' electronic recording requirements, a) legal compliance: customer is responsible -- and in this case, the customer would be CLAS -- customer is responsible for the

legality and record ability of all documents submitted through service provider. That is their duty.

This is why in South Carolina, when you talk about who can record using an e-portal, a recording service like Simplify or the one that CLAS used, you have to have an attorney doing it because that's exactly what the attorney is going to do. In the old days, just from a title examination point of view, I have not done many titles, but this goes to my age. I remember that one of the first things you always looked at was to make sure there was a proper renunciation of dower. No attorney would record a deed if that wasn't signed.

In this case with the fraudulent deed, there were so many warning signs, Your Honor, that would have put any lawyer on notice, but would put any reasonable entity that actually is in the business of recording deeds to look further into this deed, and that's --

THE COURT: Let me ask you, tell me what you think about this conduct. And I think I understand what transpired. This might be a whole lot of things, but my understanding of the tort of intentional or inflation of emotional distress is not this. What do you think, and I want you to tell me why?

MR. LEITER: Yeah, so I can assure you that the what has happened to Ms. Ward is probably the poster child of the intentional infliction of emotional distress. Now, it was Mr. Litt who obtained the deed.

THE COURT: You're saying that they knew that it was fraudulent, and they intentionally did it to hurt the old lady's feelings?

MR. LEITER: So I'm going to say --

THE COURT: I think they should have, but I don't think they knew it not out -- setting out to do something very egregious to cause her emotional distress; you don't maintain that, do you?

MR. LEITER: So the direct answer to that, Your Honor, is no. I don't believe CLAS intended to hurt Ms. Ward's feelings, but their actions in filing this fraudulent deed are so egregious, number one, that they are complicit in it. And they had some many red flags that they turned an absolute blind eye to this.

And again, remember, Your Honor, we have not any discovery. It looks like the bad actor is conversing with someone at CLAS on a first-name basis. We have no idea what that relationship is between Mr. Litt and CLAS or anyone at CLAS. So that's just simply an unknown to us. But --

THE COURT: How about the cause of action slander of title?

MR. LEITER: Mr. Hoefer said that that's an interesting --

THE COURT: It sounds like it's just out and out fraud or some, but I don't think slander of title is exactly what this

is, do you?

MR. LEITER: So going back to what Mr. Hoefer is saying that it was an interesting issue, I tell all my clients that when you hear a lawyer say an issue is interesting, don't walk but run away from it because we simply don't know. I'm going to say that, in my opinion, it meets the elements --

THE COURT: Of what?

MR. LEITER: -- of a slander of title action. First of all, you have the publication is the action --

THE COURT: Slander of title is kind of the diminishing the value of property. This is out and out stealing.

MR. LEITER: Well, I agree with you, but the diminution to my client, Ms. Ward, is her property is now worth zero to her because she doesn't have title to it. It's 100 percent diminution to her, but it's an interesting issue. I mean, I hear what Your Honor is asking. I think it technically meets the four corners of the elements, but.

THE COURT: Tell me about civil conspiracy. What overt act are you talking about?

MR. LEITER: Again, I'm going to say --

THE COURT: Like on the deed perhaps?

MR. LEITER: Well, that's, at the end of the day, we're going to fall back to deed prep and the filing of it, but -- and if there a motion for summary judgment, Your Honor, I would have a lot of explaining to do. Luckily, I have the

comfort of saying we're at the motion to dismiss stage, and we have pled that Mr. Litt conspired with CLAS and Chicago Title. I just read you one email from them that's, if you ask me what technically do I have at this point in time, that's all I have. But I think that our pleading survived this motion to dismiss claim at this point in our case. After discovery, if we don't come up with something more maybe, then it's right for summary judgment, but not at this stage.

THE COURT: We've got two other lawyers on the line here, and who do you all represent, and what would you all like to say?

MR. MAJOR: Your Honor, this is Denny Major on behalf of Chicago Title Insurance Company. Chicago Title is being sued basically as a derivative defendant for the acts of CLAS. We have joined in the motion that CLAS has filed based on the argument that if CLAS is not responsible, certainly Chicago Title wouldn't be responsible, and I'm just deferring to Mr. Hoefer as to that portion of our argument. We separately have also filed on the basis that, really, Chicago Title is separate from CLAS, and so there's no personal jurisdiction, and there's a failure to stay a claim. I don't know that now is the time to address that or not, but as to Mr. Hoefer's motion, we basically adopted their argument, but I'm deferring to them on that.

THE COURT: Well, thank you, Mr. Major.

Yes, sir?

MR. KOUTRAKOS: Your Honor, Demitri Koutrakos. I represent the current owner of the property, Pereira Partners (phonetic) and the current mortgagee on the property, Toorak Partners. I'm just observing today's hearing.

RULING OF THE COURT

THE COURT: All right. You know, most motions to dismiss as a general rule are, it's a very rare thing to grant. I can't recall one in the last several years I've ever granted, but I think at the very outset, I'm going to grant the motion with regard to the cause of slander of title and intentional inflation of emotional distress, and I'm going to allow the rest of the actions to go forward and complete discovery, but I anticipate there's going to be legitimate arguments with regard to the remaining causes of action at the summary judgment stage. But my ruling on these have no force and effect on the motion for summary judgment, and I'll allow you all to proceed forward in that regard, and I'm going to ask Mr. Hoefer if he can prepare an order to that effect.

And you know most of the unfair trade practices causes of action, the ones you read are generally saying that it doesn't apply, and we're going to have to take a good hard look at -- somebody is going to have to take a good hard look and make a determination as to whether or not that applies here. I think the statute was originally set out to alleviate racketeering

and that sort of thing and bad conduct by automobile dealers such as that, but we'll take a look at that at a later date and time.

Mr. Hoefer, I'm going to ask if you could provide opposing counsel with a copy of the order to make sure that Mr. Leiter make sure that it complies with my ruling here today.

MR. HOEFER: Yes, Your Honor.

MR. LEITER: Thank you, Your Honor.

THE COURT: Thank you all. Is there anything else I can do for you all?

MR. MAJOR: Your Honor, this is Denny Major. My client also has a motion to dismiss for lack of personal jurisdiction and failure to state a claim with some separate arguments than what CLAS has maintained just now.

THE COURT: Okay. I'll be glad to hear from you. That's right. We do have some more motions. Go ahead.

MR. MAJOR: Yes, Your Honor. As I mentioned, the arguments that Mr. Hoefer made, we essentially adopt and apply, but we do have separate arguments. We'd move both to dismiss for a failure to state a claim under 12(b)(6) and also for lack of personal jurisdiction.

Just by way of background as it refers just to my motion, it's undisputed that CLAS is the one that recorded this deed, not Chicago Title. Chicago Title is a 49.9 percent

shareholder in CLAS, but they're separate corporations.

CLAS's discovery responses that were served last week reveal that David Litt contacted CLAS. CLAS filed the deed through this party vendor's application. CLAS invoiced Mr. Litt, and it was paid by Mr. Litt. There's no allegation of actual participation by Chicago Title. I mean, it didn't issue any title insurance relating to any of this.

Plaintiff's theory is that Chicago Title is in a joint venture, and that a joint venture exists because CLAS's website says, "CLAS is a joint venture partnership with Chicago Title Insurance Company", and that's also a major part of their jurisdictional theory. And as I'm going to discuss in a minute, CLAS cannot be a joint venture since a corporation. But even if it was a joint venture, there's no indication that the joint venture contemplated substantial performance in South Carolina, or that the recording of the deed was within the scope of this joint venture.

And I'm going to back up just for a second and mention that the standard on 12(b)(2) versus 12(b)(6) -- and there obviously the Court is familiar with the 12(b)(6) standard as you just mentioned. But for 12(b)(2), when there's a nonresident defendant that attacks the allegations of the complaint based on personal jurisdiction, the Court isn't confined just to the allegations of the complaint but can look to affidavits and other evidence to determine jurisdiction,

and the decision is supposed to be affirmed unless it's unsupported by the evidence or influenced by an error of law.

As the Court likely knows, the long-arm statute in South Carolina has been interpreted to reach the limits of U.S. Constitutional due process. So we're really looking at the United States Constitution at the end of the day for the jurisdictional standard.

There's two types of jurisdiction. There's general jurisdiction and specific jurisdiction, and plaintiff does make an argument under each. So I'll address first general jurisdiction which obviously is the type of jurisdiction that would apply for a defendant in any case regardless of whether the actions have anything to do -- the actions of the defendant have anything to do with the foreign state.

In a series of recent cases, the United States Supreme Court has established that a defendant can be subject to personal jurisdiction, general personal jurisdiction, only in a state or it's essentially at home. For a corporation, that's going to be a state where it's incorporated or a state where it has a principal place of business. And a corporation is only going to be subject to jurisdiction outside of those two locations only in exceptional circumstances. And that inquiry is one where the court looks to the corporation's activities in its entirety, not -- so for instance, there was a recent case, a 2017 Supreme Court case, BNSF Railway Company

v. Tyrrell. In that case, the railroad had 2,000 employees and 2,000 miles of track in Montana, and the court said that's still insufficient for Montana courts to have general jurisdiction over that railroad. Here, Chicago Title is a Florida corporation. It has a principal place of business in Florida.

Plaintiff points out it has issued policies in South Carolina. We're not denying that. That, however, is akin to the BNSF Railway case. It doesn't justify imposing general jurisdiction on Chicago Title. The plaintiff's main argument here is that Chicago Title has consented to general jurisdiction by complying with the parameters of South Carolina Code section 38570, which requires licensed insurers to appoint the South Carolina Department of Insurance to be their agent for service of process, and it says that service on the department is of the same legal force and validity as service is if the insurer was in the state. They're relying on a 1917 U.S. Supreme Court case, *Pennsylvania Fire Insurance v. Gold Issue Mining*.

And by the way, we filed a reply on Friday that addresses these particular cases. So I'm not going to go into too much detail, but the gist is that *Pennsylvania Fire* is no longer good law. There's numerous courts that have held that it's no longer good law, and we've cited those in our brief. In sum, those courts have discussed the fact that *Pennsylvania Fire*

was decided almost 30 years before the United States Supreme Court's decision in *International Shoe*, which is where the court, the Supreme Court, pointed out that the traditional minimum contacts approach that is the one that we still use today. And a lot of those courts have also noted that *Pennsylvania Fire* really can't be squared with the more recent opinions that the United States Supreme Court has issued regarding general jurisdiction, such as the *BNSF Railway* case.

Moreover, even if *Pennsylvania Fire* was still good law, the court -- the United States Supreme Court there was deferring the Missouri court's interpretation of its own statute. And shortly after that opinion was issued, the Missouri Supreme Court actually overturned that interpretation and held that the statute only applied to suit-related claims, so really it just meant specific jurisdiction. We submit that there's no case that specifically addresses this issue. There's a South Carolina court interpreting this on this issue, but we hold that the court would hold the same -- the South Carolina Supreme Court would hold the same in that there's no suit related conduct here by *Chicago Title*.

As for specific jurisdiction, I think the crux of plaintiff's argument for why there's specific jurisdiction in this case rests on this idea of joint venture partnership. However, as I mentioned, CLAS can't be a joint venture, even though its website says that CLAS is a joint venture

partnership with Chicago Title. By definition, a corporation cannot be a joint venture. We cited a South Carolina Supreme Court opinion that defines joint venture as a special combination of two or more persons wherein some specific venture or profit is jointly sought without any actual partnership or corporate designation. We also cited in our reply a District Court of South Carolina opinion that applies that ruling and held that since the parties were incorporated or incorporated their joint effort as a corporation called Future Plastics, a corporation couldn't exist, and it was inconsistent -- I mean a joint venture could not exist because it was inconsistent with a corporation.

Here, Chicago Title is a shareholder in CLAS. Once Chicago Title and other shareholders incorporated CLAS, CLAS could no longer be a joint venture. The corporate structure is what governs, just like in that Future Plastics case that we cited in our reply.

Plaintiff has mentioned that there are three Chicago Title representatives on the CLAS board of directors, but that does not make this a joint venture. That's a typical arrangement that will come up. The courts have addressed that a lot in the context of veiled piercing and alter ego arguments, and all of the cases have said that merely having overlap on the board of directors is insufficient.

The other fact that plaintiff has pointed to is the fact

that Chicago Title's website lists an address that is the same as one that as the one that CLAS uses. And mind you, this is one of multiple addresses that Chicago Title's website lists in Chicago alone. And we've produced or filed the sublease that deals with that. The sublease is actually with an entity called Chicago Title Company LLC, which is a different entity. But regardless, the fact there's a sublease where there's rent being paid illustrates the fact that these are separate entities. There's not a joint venture there.

And even the CLAS website does not say that Chicago Title and CLAS are in a joint venture partnership with each other. It says wrongfully that CLAS is the joint venture partnership which we know can't be the case, because it's a corporation. But even if there is a joint venture partnership between CLAS and Chicago Title, we submit there still is not sufficient evidence to support jurisdiction in this case.

First of all, we cited some cases from other jurisdictions that deal with the due process clause, that a joint venture agreement that's made out of state has to contemplate substantial performance within the foreign state for the other joint venture partner to be subject to jurisdiction. Here, obviously, we don't have that. The joint venture agreement, if it existed, would be in Illinois, certainly not South Carolina. There's no indication that any performance was contemplated in South Carolina, much less

substantial performance. And certainly, there's no evidence that substantial performance has existed in South Carolina.

In addition, there's no evidence that the conduct was in the scope of the alleged joint venture agreement or partnership versus CLAS's own business. Plaintiff cites in their brief some case law that says that South Carolina can hold a foreign partner subject to jurisdiction in South Carolina for the obligations attributable to the partnership. And of course, the import of this is that a partner is not liable for something that's within the scope of the partner's individual business versus the business of the partnership.

So if there is a joint venture between CLAS and Chicago Title, clearly CLAS has to have a separate business that exists. Otherwise, it would just be the joint venture, which we know can't be the case, because it's a corporation. It has to have some separate business purpose. Yet, there's no evidence that the recording of this deed that's at issue in this case was within the scope of this joint venture partnership that's alleged versus the scope of CLAS's own business.

As I mentioned earlier, CLAS's own discovery responses talk about CLAS, the invoices from CLAS, and in fact, the website that plaintiff is relying on, which they quote as part in their brief says "The unique relationship", and it's talking about the relationship with Chicago Title, "has

positioned CLAS to provide title insurance to real estate professionals in an accurate and timely manner." Well, there's no title insurance being involved here. There are no real estate professionals. If it's Chicago Title, this joint venture is what allows them to do that, clearly, whatever this was was not within the scope of this joint venture.

So in sum, Your Honor, we submit Chicago Title is not subject to personal jurisdiction in South Carolina for the unilateral actions of CLAS. We submit there's no evidence of a joint venture partnership, and even if there is evidence of joint venture partnership, there is no evidence that whatever happened here was within the scope of that joint venture partnership. That is the crux of our motion to dismiss for lack of personal jurisdiction. As to the failure to state a claim, we also would submit that they have not sufficiently alleged the existence of a joint venture since they also allege that CLAS is a corporation, and as well as the arguments that we adopted from CLAS.

Your Honor, I'm not sure that -- I don't see you on the video. I'm not sure that you're still there.

MR. LEITER: To me, that's the effect of --

THE COURT: Can you all hear me?

MR. MAJOR: We do now, or I do.

THE COURT: Can everyone hear me?

MR. LEITER: Yes, Your Honor.

MR. MAJOR: I'm sorry. I don't know where you lost me. I think I was towards the end, but I was finished, but I don't know if I lost you.

THE COURT: I think Mr. Major was about to reach his crescendo in his argument, and our computer went down. So we have the clerk's computer, and if you all can hear me, I'll ask that you resume your argument.

MR. MAJOR: I believe I saw you shortly before you went off, and I think I was almost done. But in sum, we submit that there's no jurisdiction over Chicago Title in this case since there's insufficient evidence of a joint venture partnership. And even if there was evidence of a joint venture partnership, there is insufficient evidence that what CLAS did in recording this deed was in the scope of that joint venture partnership. That's the basis of our jurisdictional argument.

Our failure to state a claim position is based both on the arguments that Mr. Hoefer made, as well as the fact that joint venture, we submit, hasn't been sufficiently alleged because even within the framework of the complaint, the complaint refers to CLAS's website which says that says it's a joint venture partnership, but also alleges that CLAS is a corporation, which those two can't coexist under the law, and that is the basis of our argument, Your Honor.

THE COURT: Mr. Leiter, I'll be glad to hear from you.

Do you say [Light-er] or [Li-ter]?

MR. LEITER: Your Honor, I grew as a [Li-ter], and then when I ended up in college, I changed it to [Light-er].

THE COURT: Okay. Well, I'll try to remember that.

MR. LEITER: I respond to either one.

THE COURT: Very good, then. I'll glad to hear from you on these issues of jurisdiction.

MR. LEITER: Well, thank you, Your Honor.

In dealing with Mr. Major's memorandum and issues, it took me back to my first year in law school which had to deal with civil procedure. And I thought I would never have to deal with these issues again, and here we are.

Mr. Major in his brief, I think, generally sets out the development of the law of general jurisdiction very clearly. Our position, Your Honor, is that he doesn't take it far enough. He starts with the proposition that the U.S. Supreme Court has ruled that a corporation can only be sued in its state of incorporation or where its principal place of business is, and that's the starting. That is the alpha, but it's not the omega. It's not where you end up.

Judge Ruth Bader Ginsberg wrote the seminal opinion on this case, and she has a famous footnote number 19 now that says: yeah, this is the rule, unless there are other special or exceptional circumstances that apply. And we have set out in our brief the law around that. Clearly, we have an

exceptional circumstances. And as Mr. Major touched on it, it is the fact that Chicago Title has become licensed to do business in South Carolina which is qualitatively different than just submitting a form to a point to qualify to do business in South Carolina.

The cases that Mr. Major referred to that are in his supplemental brief all deal with just that simple qualifying to do business if you're an out-of-state company; and you want to do business in South Carolina, all you have to do is file that form with the Secretary of State where you appoint a registered agent, and you're in. The cases generally support what Mr. Major is saying, although that issue is directly on appeal right now to the U.S. Supreme Court. But we do not fall within that context. It would be wrong to confuse our argument with just a mere qualifying to do business.

In order to become licensed as an insurer in South Carolina, you have to go through a lot. And in our brief we set out some of the things that an insurer has to go through. But one of them is they have to certify to the Department of Insurance various aspects of its business, including the fact that it is engaged in business that's not going to be detrimental to anyone in South Carolina.

So I have a list of those, Your Honor. I can't put my hands as it as we speak. Oh --

THE COURT: I'll tell you what we're going to do is --

this does -- is reminiscent of first year civil procedure. What I'm going to ask you all to do on this particular issue is to submit proposed orders, and I'm going to study it, and I'm going to contemplate it. These are important matters, and I think it needs a little bit more consideration, and I'm going to ask if you all could do that?

MR. LEITER: Yes, Your Honor. I try not to be fair to my opposing counsel, but the Chicago Title and Mr. Major raised the same defenses to the slander of title and the intentional infliction causes of action that we pled. So I assume that you would let them out or grant their motion on those two causes.

THE COURT: And it's true. I'm going to ask that that be incorporated in the previous order, and I contemplated that.

MR. LEITER: Okay.

THE COURT: But to the extent, of course, that applies with regard to those causes of action regardless of who they're against, and I'm going to consider the jurisdictional matter separately.

MR. LEITER: Thank you, Your Honor.

MR. MAJOR: Thank you, Your Honor.

THE COURT: Do we have one more?

MR. LEITER: We have a motion to compel discovery against CLAS. I think that we're going to be able to work that out, Your Honor, now that you've ruled.

THE COURT: If you would just hold that in abeyance; and if need be, you all can come back for that.

MR. LEITER: Yes, Your Honor.

THE COURT: Thank you very much, and is there anything else that I forgot?

MR. LEITER: No, Your Honor, not for the plaintiff.

MR. MAJOR: No, Your Honor.

MR. HOEFER: Thank you, Your Honor.

(End of Transcript of Record)

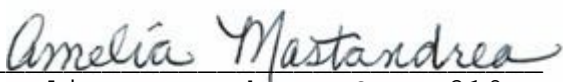
CERTIFICATE OF TRANSCRIBER

State of South Carolina)
)
County of Horry)

I, AMELIA MASTANDREA, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of General Sessions for Horry County, South Carolina, on the 19th day of September, 2022.

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

April 18, 2023


Amelia Mastandrea, CDLT-210
Transcriber

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY) 2021-CP-26-07668

GLORIA ORMAND-WARD BY AND)
THROUGH HER GUARDIAN AND)
CONSERVATOR, CDM CORPORATION,)
THROUGH ITS REPRESENTATIVE,)
STEPHEN MANTELL,)

Plaintiffs,)

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; TOORAK CAPITAL,)
LLC; AND HORRY COUNTY, SOUTH)
CAROLINA, A BODY CORPORATE AND)
POLITIC, BY AND THROUGH ITS)
REGISTER OF DEEDS,)

Defendants.)

Transcript of Record
(Motion for Reconsideration)

November 22, 2022

B E F O R E:

Honorable Michael G. Nettles
Horry County Courthouse
Conway, South Carolina

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

John M. Leiter, Esquire
Attorney for Plaintiff

Denny P. Major, Esquire
Attorney for Defendant Chicago Title

Kay H. Richardson
Circuit Court Reporter

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E X H I B I T SNo.IDEV

(No Exhibits were marked or admitted.)

1 NOVEMBER 29, 2022

2 ON THE RECORD - 2:04 P.M.

3 THE COURT: All right. I'll hear from the moving party.

4 MR. LEITER: Thank you, Your Honor. John Leiter, if it
5 please the Court, and Wayne Mumford is where with me, not as a
6 participant but as an observer. He's a retired real estate
7 lawyer and has found this case interesting.

8 And I have to say that I graduated law school in 1978 and
9 I thought that would be my last con law exam, but now that I'm
10 71 years old, I'm not retaking con law and civil jurisdiction,
11 so thank you for being patient with us.

12 THE COURT: Yes.

13 MR. LEITER: The -- we are asking the Court to reconsider
14 its previous ruling, which held that Chicago Title was not
15 subject to the personal jurisdiction of this Court. And we
16 believe that based on the state of the law, that they are
17 subject to the jurisdiction of this Court, and I will now go
18 over it with you.

19 And the core issue, to put it in this most basic terms is
20 whether a foreign insurance company, it goes through the
21 highly rigorous process of becoming a licensed insurer in
22 South Carolina, whether that is -- whether that act of
23 becoming licensed in South Carolina means that they have
24 voluntarily submitted themselves to the jurisdiction of this
25 Court. And we believe it does show that, and we base that not

1 only on U.S. Court precedent, which is what's taking us back
2 to law school, but also the South Carolina cases that we
3 believe has spoken clearly on this very issue.

4 So, by way of background, Your Honor, we are here on a
5 motion to dismiss, not a motion for summary judgment. It is a
6 motion to dismiss based on personal jurisdiction, so the
7 parameters of what the Court has before it are broader than
8 your motion to dismiss, which is just based on the four
9 corners of the complaint. And we understand that, but all
10 that we need to do to survive a motion to dismiss at this
11 stage, considering that no discovery has been conducted is to
12 show -- is to make out a prima facia case. We don't have to
13 prove our case, but we have to show that there is some basis
14 for why Chicago Title is subject to the jurisdiction of this
15 Court.

16 And I would begin that part of the argument by saying
17 that the cases that talk about general jurisdiction talk about
18 it in terms of fair play and substantial justice, that's what
19 the Court is doing in deciding this issue and the fair play
20 and substantial justice not only applies to the defendant, but
21 it also applies to the plaintiff. And as the parties in this
22 case, my client is Gloria Ormond-Ward, now through her
23 conservator and guardian appointed by the Probate Court. She
24 is the victim of what we generically call title fraud. Her --
25 the deed to her house was recorded so that she lost it without

1 -- she didn't know what was happening, she had no idea the
2 deed was allegedly signed via DocuSign. We don't even know if
3 that's factually correct at this point, but on the deed itself
4 that has been recorded at the courthouse, it shows a DocuSign
5 signature.

6 Now, number one, South Carolina doesn't recognize deeds
7 as being capable of being signed via DocuSign for the simple
8 reason that a deed in South Carolina, not only requires the
9 grantor's signature, but it requires the signature of two
10 witnesses who saw the grantor sign it in person. So, by
11 definition, you don't have that in a DocuSign kind of
12 situation. As a result of her losing her home, she had -- was
13 made homeless, she ended up being hospitalized, and now she's
14 in a nursing home, and she doesn't even have the resources of
15 the equity in her home to help her at this point.

16 The deed was signed -- was recorded by Chicago Land
17 Agency Services. We call the CLAS for short, and that's even
18 how they refer to themselves. And we -- and our argument is
19 it was filed by the CLAS Chicago Title Partnership, and that's
20 what brings us to the Court today.

21 On the website -- now, Chicago Title claims -- I'm not
22 disputing that they are a 49.9 percent shareholder in CLAS.
23 Their website, the website that Chicago Title is as 49.9
24 percent shareholder in says CLAS is a joint venture
25 partnership with Chicago Title Insurance Company. The marquee

1 name in title insurance. This unique relationship has
2 positioned CLAS to provide title insurance to real estate
3 professionals in an accurate and timely manner. This is on
4 their website. And so, this is what started us on this road
5 saying that they are in fact a partnership because they
6 themselves say that they're a partnership. Chicago Title is
7 one of the largest if not the largest title insurer in South
8 Carolina. And Horry County public index shows that Chicago
9 Title has been a plaintiff in 22 cases in Horry County and has
10 been a defendant in 38 cases. And I bring that out, Your
11 Honor, to show that Chicago Title has a continuous and a
12 significant ongoing relationship with South Carolina, and the
13 public index I'm talking about is just Horry County, that
14 doesn't include Richland County, Charleston, Greenville, et
15 cetera.

16 I would like to make this distinction going forward, the
17 Supreme Court in the *Mallory v. Norfolk Southern Railway* case,
18 the one that was just argued in front of the Supreme Court is
19 dealing with whether the qualification to do business is a
20 voluntary consent to jurisdiction and the states that you may
21 have filed one of those consent forms in order to qualify to
22 do business in a state. I would like to draw the distinction
23 as we go through this that becoming a licensed -- a licensed
24 insurance company in South Carolina is qualitatively different
25 than just merely filing a consent to do business form with the

1 Secretary of State. They are worlds apart in terms of what is
2 required and what it all means. Now, the Supreme Court has
3 taken up the issue because although His Honor found that the
4 case of *Pennsylvania Fire* maybe has been implicitly overruled,
5 the Supreme Court has now taken that issue up head on, and
6 they very well could rule that *Pennsylvania Fire* has been
7 overruled or they very well may say that *Pennsylvania Fire* has
8 not been overruled. That we just don't know. I'm guided by
9 that old legal adage, that I think was Paul Simon that said a
10 man hears what he wants to hear and disregards the rest. I
11 thought the oral argument was favorable to us but it very well
12 could be that I was just listening to what I wanted to hear
13 and not anything else. I don't know at this point.

14 THE COURT: Time will tell.

15 MR. LEITER: Excuse me?

16 THE COURT: I say time will tell.

17 MR. LEITER: Time is the deciding voice in all this; yes,
18 Your Honor.

19 But, as you bring up time, I would like to say that time
20 is our friend in this argument before the Court because this
21 is not a new issue that has just arisen in this case, and it's
22 novel to South Carolina that that's just not what has
23 happened. The history and the tradition of South Carolina has
24 been as it relates to insurance companies the appointment of
25 the Director of Insurance, as well as all the other things

1 necessary to become and licensed insurer in South Carolina
2 submits the foreign insurer to the jurisdiction of the South
3 Carolina Courts. And I'd like to go over that, but to put it
4 into context, the *Pennsylvania Fire* case, the U.S. Supreme
5 case was decided in 1917. And they -- in that case, they took
6 the position that with that insurance company having filed
7 essentially the same kind of acknowledgement that the
8 Commissioner of Insurance or whatever the right title was in
9 1917 that by doing that and becoming qualified as an insurer
10 in that state that they open themselves up to the general
11 jurisdiction of that state. And that case has carried forward
12 until fairly recently. His Honor appropriately pointed out
13 that there have been general transformative changes in the
14 area of general jurisdiction when it comes to corporations,
15 foreign corporations. And the -- it started with
16 *International Shoe*, and then I believe that every side has
17 talked about the *Daimler* case, *Balmain v. Daimler Benz*. And
18 then there was a *Goodyear* case. And with the *Daimler* case and
19 the *Goodyear* case, the Court -- the U.S. Supreme Court said,
20 well, you're not subject to the general jurisdiction of a
21 state generally unless it's the state where you were
22 incorporated in or where it's your principal place of
23 business. And we recognize and stipulate that Chicago Title
24 was neither incorporated in South Carolina, and I take it at
25 face value that it's also not its principal place of business.

1 So, we bring that to you. We're not trying to take a
2 contrary position to that. But what makes this interesting,
3 so now this is -- I'm dropping the law school part of it in
4 your lap. So, our position is, and we believe that this is
5 supported by the U.S. Supreme Court cases itself that the --
6 those cases dealt with non-consenting foreign corporations
7 that are being hailed into court in some of these states where
8 it's not their home jurisdiction. And the reason why I say
9 that these cases involved non-consenting defendants is taken
10 from the language of the cases themselves, the Court in
11 *International Shoe* expressly limited its analysis to cases
12 where, quote, no consent to be sued or authorization to an
13 agent to accept service or process has been given.

14 Now, it's also stipulated in this case that we do have a
15 situation where an agent has been provided and that is in the
16 case, the Director of the Department of Insurance, because
17 it's a statutory requirement. In order to be licensed in
18 South Carolina, the foreign insurer has to do that. So, I
19 bring this up because *International Shoe* did not deal with
20 that situation, and they made it clear that they weren't doing
21 that. And *Daimler* itself said that the limits of general
22 jurisdiction appropriately exercised over a foreign
23 corporation that has not consented to sue in the forum. And
24 so, *Goodyear* is basically the same thing. So, we believe that
25 this not what -- that this case is not part of the

1 transformation that has happened with the *Goodyear* and the
2 *Daimler Benz* case that has affected non-consenting defendants.

3 So, the question becomes -- well, Mr. Leiter, what then
4 are you basing it on that you have the right to sue Chicago
5 Title in South Carolina? We go back to the 1917 Pennsylvania
6 U.S. Supreme Court case where it was a Colorado resident and
7 -- I forgot the other state -- and they were suing in Indiana,
8 I want to say. I mean, they -- everything was removed from
9 the state of Indiana, other than the fact that -- or maybe
10 they were suing in Pennsylvania, I'm not quite sure where it
11 comes up. But the U.S. Supreme Court said because of your
12 registration, you have subjected yourself to the jurisdiction
13 of the Court in that state.

14 South Carolina by history and by precedent supports that,
15 Your Honor. And the two primary cases I would like to point
16 out is the *Equilease* case, and I'll have to get -- each side
17 has cited it, but it's *Equilease Corp. v. Weathers*, it's a
18 1980 Supreme Court -- State Supreme Court decision. And
19 Justice Littlejohn, writing for the Court in that case said
20 the statutes, meaning the insurance law statutes and
21 particularly the appointment of the commissioner to accept
22 service, it says the statutes were designed by the legislature
23 to provide a simple and easy method of obtaining jurisdiction
24 over a foreign insurance company. In the same decision,
25 Justice Littlejohn says the reasoning is logical and

1 practical, and it is clear that the code, Sections 15-9-270,
2 which is, you know, under the civil procedure exception is
3 really just the instructions of how to serve an insurance
4 company. And Section 38-5-80, which is now 38-5-70, were
5 intended by the legislature to be methods of obtaining
6 jurisdiction over a foreign insurance company.

7 Now, I am anticipating an argument here from my friend,
8 Mr. Major, which is, well, they were really talking about
9 service of process. They weren't really talking about
10 jurisdiction but just only service of process. But the State
11 Supreme Court could've used the term -- word service of
12 process, but they did not. They used the term jurisdiction.
13 And we believe that is a hugely important factor here. The
14 service statute itself, 38-5-70, which is what brings us here
15 immediately, but it's the entire licensure process that is
16 important, but the code itself says every insurer shall,
17 before being licensed, appoint in writing the director or --
18 and his successors in office to be its true and lawful
19 attorney upon whom all legal process in any action or
20 proceeding against it must be served, and in this writing
21 shall agree that any lawful process against it, which is
22 served upon this attorney is the same -- is of the same legal
23 force and validity as if served upon the insurer. So, that is
24 the appointment statute, and it says all legal process in any
25 action or proceeding and not just any action related to a

1 insurance policy, but to any action.

2 The Supreme Court spoke to this issue again in the case
3 of *White Oak Manor, Inc. v. Lexington Insurance Co.*, which was
4 a 2014 Supreme Court decision. And in that decision, Justice
5 Hearn, writing for the Court said we had previously
6 interpreted insurance service statutes as -- now she's quoting
7 the *Equilease* case, but as designed by the legislature to
8 provide a simple and easy method of obtaining jurisdiction
9 over a foreign insurance company. And that's all we're
10 saying, Your Honor. The -- becoming licensed in South
11 Carolina is the first act that's much more than just
12 qualifying to do business in the state. You really put
13 yourself under the governance of the Department of Insurance.
14 And the insurance law itself in Section 15- -- I'm sorry --
15 38-5-90, let me just read you -- they -- the code goes through
16 all of the things that an insurance company has to do in order
17 to become licensed in South Carolina.

18 Okay. So, at 38-5-90, which are the additional
19 requirements that an insurer needs to meet before they can
20 become insurers, and I'm just going to (k) and (l) of this
21 list that goes from (a) -- (l) may be the last one; I don't
22 remember. But it says the insurer's dealings are fair and
23 equitable, and the insurer conducts its business in a manner
24 not contrary to the public interest. These things point to
25 what is required of a foreign insurer and what a foreign

1 insurer has agreed to. And those very -- those two elements
2 right there are what this case is about.

3 Now, there is one more case. It's a little bit older and
4 it's a United States District Court case out of Greenville.
5 And it's *Wofford v. Prudential Insurance Company*, and it's at
6 65 F.Supp. 637. It's a 1946 case. And in that case, the
7 insurance company was moving to dismiss the action against it,
8 in essence claiming that venue was wrong in South Carolina,
9 and therefore the Federal Court didn't have jurisdiction over
10 it in South Carolina. And Judge Wyche, who was the judge of
11 the -- the Federal Court Judge said having qualified to do
12 business in the state of South Carolina by the appointment of
13 agent upon whom process may be served in actions against it in
14 compliance with the laws of this state, the Defendant has
15 waived the provisions of the venue statute. And I know this
16 isn't a venue case, but they are related issues here. And by
17 such act has consented to be sued in this court. And Judge
18 Wyche goes on to say for the foregoing reasons, I must
19 conclude that the service of process upon the defendant in
20 this case is sufficient, and that this Court has jurisdiction
21 of the subject matter as well as the jurisdiction of the
22 person of the defendant. And again, it was based on nothing
23 more than this -- what you have to submit to the Department of
24 Insurance saying that you can serve the Commissioner or now
25 the Director of Insurance.

1 One thing that I overlooked going back to the *White Oak*
2 *Manor* case is the dissent of Judge Pleicones in that case. In
3 the Court of Appeals, the Court had stated -- well, in the
4 *White Oak Manor* case the issue was the plaintiff had served
5 the insurance company via the policy requirements that said
6 you sent it to our address in Massachusetts and you -- it gave
7 the address and that's what the plaintiffs did. And the trial
8 -- the insurance company did not answer. They went into
9 default on that. And so, on the appeal, the insurance company
10 said, wait a minute, you served us maybe according to the
11 policy, but the statute says you have to serve exclusively the
12 commissioner in order to serve an insurance company. And they
13 said, you, the plaintiff didn't do that. And the Court of
14 Appeals said, yes, that's what it says, and this is the reason
15 why we want the commissioner served so that he can keep
16 apprised of lawsuits against insurance companies within the
17 state, that that's a very important function and duty for the
18 Insurance Commissioner. And the Court of Appeals agreed with
19 that, and the Supreme Court reversed it on the grounds that
20 the parties can come up -- if they agree to another method of
21 service that they don't have to purely follow that statutory
22 scheme. So, they let the insurance company out of default,
23 saying, well, the parties had agreed to another method of
24 service and we're not gonna interfere with that. Well, Judge
25 Pleicones dissented saying we should've -- we should uphold

1 the Court of Appeals in this case because there is an
2 important reason why insurance companies have to serve the
3 commissioner. And he went back to the *Equilease* case as well
4 saying that the precedent is that you get jurisdiction over an
5 insurance company by serving them via the Director of
6 Insurance.

7 So, I want the Court to know that what we're dealing with
8 is not a new legal issue that has only arisen since the
9 *Daimler* case and the *Goodyear* case, but this has been existing
10 since at least in terms of the reported cases, since 1946 and
11 1980 and then 2014 where the Supreme Court twice has said you
12 get jurisdiction over the person when you serve the insurance
13 director. And we -- I believe that Mr. Major will want to
14 draw a distinction between the types of cases that those were,
15 and that really the Court was only addressing service of
16 process and they weren't really talking about jurisdiction,
17 but our counter argument is the Court said what it meant, and
18 it meant what it said. And that becomes the basis then of our
19 argument, except I would like to bring up one other U.S.
20 Supreme Court decision because it's -- it goes to -- it sheds
21 light, or this is what we're up against. In *Burnham v.*
22 *Superior Court* -- I forgot what year the Supreme Court
23 decision was. This gentleman -- let's just say from New
24 Jersey; I forgot what state -- was visiting California on a
25 very short business trip. His wife had moved to California,

1 and while he was there on this very short business trip, this
2 gentleman -- Mr. Burnham had no other contacts with
3 California. His wife had him served with a divorce summons
4 and complaint while he was in California. And he challenged
5 it saying, wait a minute, I was just passing through. I
6 wasn't really in California. I mean, it was just a matter of
7 a few days. It could've been an hour. And the Supreme Court
8 upheld jurisdiction based just on that, just based on your
9 presence alone in California, as an individual, you can be
10 served whether you have any other contacts with that state or
11 not. If you're in that state, you're subject to jurisdiction
12 in that state. And that is still the law of the land. Now,
13 going to fundamental fairness, and this was in fact argued to
14 the U.S. Supreme Court, why is an individual held to that tag
15 -- they called it tag jurisdiction. Why, if you're just
16 passing through South Carolina, you can be served with a
17 summons and complaint in South Carolina and be subject to
18 jurisdiction, but EXXON isn't. Why do corporations get much
19 more favorable treatment than an individual? And it's a very
20 good question. And there's something fundamentally unfair
21 about allowing corporations to have that get-out-of-jail card
22 free, especially when they've consented to jurisdiction.

23 And if I could just read you -- this issue has actually
24 come up in South Carolina before in an old case. This is a
25 1895 U.S. Supreme Court decision -- I'm sorry -- South

1 Carolina Supreme Court decision. It's *Littlejohn v. Southern*
2 *Railroad Company*, and it's found at 45 S.C. 96, 22 S.E. 761.
3 And it's a similar kind of fact situation that this railroad
4 company was just passing through, but it had an agent in South
5 Carolina, which was required by the statute for railroads at
6 the time. And in fact, the Supreme Court in this *Littlejohn*
7 decision made a point of saying that there are some special
8 statutes that have been created dealing with service of
9 process and jurisdiction for different kinds of corporations,
10 railroads being one, and it mentioned insurance as being
11 another one where special statutes relating to service and
12 jurisdiction have been created.

13 And this is what I find interesting. The Court says if
14 an individual comes within the limits of the state, and thus
15 places himself within reach of the jurisdiction of our courts,
16 he surely can be made a party to an action by serving him with
17 process while here. And we do not see why the same principle
18 should not be applied to a foreign corporation. As it can
19 only act through its officers or agents when through its
20 officers or agents it comes into this state for the purpose of
21 doing business here, it is like an individual who voluntarily
22 comes here from a foreign state and may be served with process
23 just as such individual may be.

24 Chicago Title is clearly doing business in this state in
25 a big way. It is clearly present in this state.

1 One last case I'd like to address anticipating that you
2 might hear from it from my friend is the case of *Builder Mart*
3 *of America, Inc., et al. v. First Union Corporation*. It's a
4 2002 Court of Appeals decision. And in that case, the Court
5 of Appeals did say that registration to do business alone is
6 insufficient to automatically give you jurisdiction over a
7 foreign corporation. It does say that. It's not talking
8 about an insurance company, but just -- it's talking about
9 Nation -- First Union Corporation that had no office in South
10 Carolina, was not doing business in South Carolina, but it had
11 filed a registration to do business in South Carolina. And
12 the Court of Appeals in saying why registration alone in this
13 case was insufficient to give the Court personal jurisdiction
14 said, First Union is a North Carolina corporation with its
15 principal place of business in Charlotte. First Union does
16 not own any property, have any employees or agents, loan
17 money, provide checking accounts, borrow money, or transact
18 banking activities in South Carolina. Appellants argue that
19 South Carolina can validly exercise personal jurisdiction
20 because First Union is registered as a bank holding
21 corporation with the South Carolina Board of Financial
22 Institutions. And the Court goes on to say applying for the
23 privilege of doing business is one thing, but the actual
24 exercise of that privilege is quite another. And in this
25 case, we clearly have Chicago Title doing a huge amount of

1 business in this state. They are present here. They have
2 consented to jurisdiction here, and we believe based on that,
3 this Court should reconsider its holding and allow this matter
4 to proceed. Now, obviously, Chicago Title is not left
5 helpless. I mean, if it feels that we've not proven enough,
6 it still has summary judgment and can come back to the Court
7 for that, but at least we'll be able to do jurisdiction on
8 these issues.

9 And the last issue, and we believe that we also come
10 under the specific jurisdiction statute of 60 -- 36-2-803,
11 because we have Chicago Title either through itself as part of
12 the partnership or through its agent transacting any business
13 in this state. They clearly do that. Chicago Title wants to
14 say, well, we're not a partnership with CLAS, and therefore
15 you should dismiss us for that reason. Well, we don't know
16 that, Your Honor, at this stage. What we do have is their
17 website that they were a -- saying that they were a joint
18 venture, a partner -- and let me just say you now have two
19 affidavits from the executive vice president of Chicago Title.
20 In his first affidavit, he did not say that they were not a
21 partnership. I think that's notable. In their second
22 affidavit, they come close to saying that weren't a
23 partnership, but we only got that affidavit just a few days
24 ago. We think it's untimely, but be that as it may. What we
25 find interesting in that affidavit and the name of the

1 executive, Michael Cusack signed it. He's an executive vice
2 president of Chicago Title. He's also a director of CLAS.
3 They have an interlocking board, but Mr. Cusack, who comes to
4 court today through his affidavit saying we're not a
5 partnership, is a director of CLAS, the very entity that
6 posted on its website that they were a joint venture
7 partnership.

8 Now, I understand the argument that just because you are
9 a shareholder in a corporation doesn't make you a partner in
10 that corporation, we totally understand that, and that's not
11 our position. Our position is that CLAS and Chicago Title are
12 two separate entities, and even though they might own stock in
13 each other, they certainly have the capability of forming a
14 partnership to do business, and this is exactly what they
15 said. Now, under just traditional principles of South
16 Carolina law, the determination of whether a partnership
17 exists is usually quintessentially a jury issue. Have we met
18 our prima facia burden at this point? Yes, we have. We've
19 presented what the website says, we have a director of CLAS
20 and Chicago Title who presented this website. So, we believe
21 at this stage that this Court should allow discovery to
22 proceed, and that Chicago Title should remain a party at this
23 stage. And that it fundamentally comports with due process
24 and fairness, and that Mrs. Ward has to go after the entities
25 that are responsible at this point. And it would be unfair to

1 her not to allow her to proceed against Chicago Title for the
2 loss of her home.

3 That's our argument, Your Honor.

4 THE COURT: Thank you, sir.

5 Mr. Major, you're recognized.

6 MR. MAJOR: Thank you, Your Honor. May it please the
7 Court. I intend to be quite brief, at least I hope.

8 As Your Honor knows, this is a Rule 59(b) motion, and
9 this is a case where the Court has considered the arguments of
10 the parties. We've briefed it extensively prior to the
11 hearing. Mr. Leiter has done an excellent job of researching
12 these issues and presenting them, and we've argued them there.
13 And, you KNOWLES, if Your Honor has considered them, and
14 there's really nothing new, we believe to consider that would
15 warrant altering the Court's holding in our motion to dismiss.

16 We -- in addition, I've submitted by email a memorandum
17 in opposition to this motion to reconsider. I would like to
18 note, I submitted it via email. I have not filed it yet
19 because for some reason, I guess, when we were dismissed, we
20 were marked as inactive, so I'm not able to file it under the
21 Chicago Title entry, and therefore hasn't been filed. I
22 mention that only in case there is some clerical issue with
23 you getting our brief and the affidavit that Mr. Leiter
24 mentioned. While on this same line, while I'm thinking about
25 it, and I -- you know, I dispute that the affidavit was

1 untimely. We submitted it last week, which I believe was --
2 is well within two days prior to the hearing, but one issue is
3 this, I -- I never knew about the motion until your assistant
4 emailed me about setting up a hearing. So, we -- you know, it
5 was two or three weeks before we even had notice that this
6 motion had been filed.

7 I'm not gonna rehash all the arguments that have been
8 made in my memo or prior thereto, and you know, in large part
9 I don't disagree with what Mr. Leiter has said. I mean, this
10 is an issue -- the constitutional issue in *Mallory* is up
11 before the United States Supreme Court right now. There's no
12 debating that. I mean, we submit that this Court has decided
13 the issue on the law as it interprets it at the time, and
14 there's no reason to change that. There's no reason Chicago
15 Title should be held subject to the Court's jurisdiction while
16 that cert is pending before the Supreme Court rules,
17 especially since we don't know what that Court will rule. But
18 even beyond that, *Mallory*, the Supreme Court will not address
19 whether this statute, the South Carolina statute at issue
20 requires a waiver of general personal jurisdiction such that
21 Chicago Title can be held or any insurance company could be
22 held subject to the general jurisdiction of the Court
23 regardless of whether it has anything to do with the business
24 that the insurance company has done in the state. Here,
25 Chicago Title did not issue an insurance policy at all for

1 this property or related to this case. It -- our position is
2 that it has done nothing in South Carolina. It's merely a
3 shareholder in a company that recorded this deed, CLAS being
4 the company. The law under *Pennsylvania Fire*, even if it's
5 still good law, the law is clear that the -- that the statute
6 either has to clearly require personal jurisdiction, general
7 personal jurisdiction, or the state court has to have
8 interpreted it that way. We submit that here the South
9 Carolina statute is far from clear. The statute at issue in
10 *Mallory* specifically says that an entity, if it registers to
11 do business would be subject to general jurisdiction. The
12 statute we're looking at here doesn't even use the word
13 jurisdiction. And in fact, as we pointed out in our memo,
14 Missouri has a similar statute to the one at issue here that
15 the Court interpreted would be limited to policies issued or
16 liabilities incurred in Missouri. And also, it's limited to
17 -- it has to be that, and it also has to be a policy
18 outstanding in the state when the suit is filed. Neither of
19 those is present here. The language that the Court looked to
20 as the limiting in that case said so long as it shall have any
21 policies or liabilities outstanding in this state, we have an
22 almost identical phrase in our statute. In fact, it's that
23 Missouri statute that was at issue in *Pennsylvania Fire*.
24 The Missouri Court came back 20 years later or so and said,
25 you know, we're looking back at the statute, and we don't

1 think that it requires general jurisdiction. And so that case
2 is persuasive for why this Court is correct in holding that
3 the statute at issue does not require general jurisdiction
4 over an insurance company merely because they are licensed to
5 do business in South Carolina. And I think Mr. Leiter
6 accurately characterized the *Equilease* cases and *White Oak*
7 cases, which do not deal with jurisdiction. He pointed that
8 out. Those are cases that -- where jurisdiction was not in
9 dispute. Those deal with service of process, and we submit
10 that's what that statute goes toward. So, for these reasons,
11 we believe that *Mallory* is not a ground to -- for the Court's
12 decision even -- even if the Court -- *Mallory* Court reverses
13 what the Pennsylvania Court did, which held in our favor.

14 Secondly, I'm not gonna get too far into this because Mr.
15 Leiter didn't cover it in much detail, but there is no
16 separate partnership here. All the evidence hinges on the
17 website, which says that CLAS is the partnership. As we know,
18 that South Carolina partnership statute, if it even applies,
19 specifically says that a corporation cannot be a partnership.
20 The common law for joint ventures says the same thing. A
21 joint venture, when you make it a corporate -- it can be joint
22 venture at some point, but then when it's incorporated, it's
23 no longer a joint venture. You've recreated that
24 relationship. And here, I mean, that's what we have is
25 Chicago Title is 49.9 percent shareholder in CLAS.

1 Regarding the affidavit of Mr. Cusack, and I covered that
2 regarding the timeliness of it, and I submit that it says that
3 there is no separate partnership. I don't -- you know, it
4 says that they were not partners of a business. I don't know
5 how else he needs to say that to make that clear. And I would
6 also point out that even if there is a separate partnership,
7 that still is not enough for the Court to hold there's
8 specific jurisdiction here because that would have to mean
9 that they're -- that CLAS is a business and that separately
10 there is a partnership in which CLAS and Chicago Title were in
11 this, but there's absolutely no evidence that the act of
12 recording the deed by CLAS was within the scope of that
13 partnership rather than its own business. You know, for
14 Chicago Title to be liable or certainly subject to the Court's
15 jurisdiction, based on something that this entity did that
16 he's saying it's because there's a partnership, but it would
17 have to be in the scope of that partnership and not something
18 that it did on its own, and there is simply no evidence of
19 that here even if there was a separate partnership.

20 And so, for all these reasons, Your Honor, we submit that
21 the Court should deny the motion for reconsideration.

22 I'm happy to answer any questions.

23 THE COURT: Y'all have covered it right well, and I
24 appreciate the preparation and presentation from both sides.
25 At this juncture, would an appeal from this particular issue

1 interlocutory?

2 MR. MAJOR: I confess, Your Honor, I'm not sure about the
3 answer to that and would defer, you know, to someone else.

4 THE COURT: It's not gonna make a -- I was just curious.
5 I was just thinking about that and how this is gonna play out.

6 MR. MAJOR: I do not believe that it would be, but I have
7 not researched that issue, Your Honor.

8 MR. LEITER: I've not researched it either, but I believe
9 the dismissal ---

10 THE COURT: The final determination with regard to them
11 and then you could appeal that, actually.

12 MR. LEITER: I believe so.

13 BY THE COURT:

14 THE COURT: Mr. Leiter, I'm gonna ask that you submit a
15 proposed order, and I'm gonna give that some consideration.
16 I'm gonna study it a little bit more. I think when we heard
17 this -- I think this was one of like 40 or 50 cases that ---

18 MR. LEITER: It was, Your Honor.

19 THE COURT: And I'm gonna review it and study it. But I
20 do want to take a look at it. I'm just gonna ask that you
21 submit a proposed order consistent with your arguments here
22 today. And if I do not grant the reconsideration, I'm just
23 gonna do a Form IV saying that I stand by the previous order,
24 and there were very abled arguments presented here today, and
25 let somebody with a little higher paid grade figure it out.

1 MR. LEITER: We like your pay grade, Your Honor.

2 MR. MAJOR: Did you get a copy of the memo that -- or do
3 I need to -- I was trying to work with the clerk's office and
4 still wasn't able to file it.

5 MR. LEITER: And I want to apologize to Mr. Major. I had
6 no idea that you weren't still on the service list.

7 MR. MAJOR: I can -- Mr. Leiter and I have worked
8 together before. I have no question that -- I don't think he
9 was trying to do anything and I'm sure that -- I know that he
10 ---

11 THE COURT: I'm not real sure he could do anything with
12 regards to that.

13 MR. MAJOR: We've got nothing but respect for him.

14 THE COURT: That's the clerk's -- is that a problem with
15 the clerk's office, maybe?

16 THE CLERK: No, sir. Once we receive that order of
17 dismissal, we would take that party off as well as the
18 attorney, but they can reactivate you.

19 THE COURT: There we go. All right.

20 MR. MAJOR: I called them and I -- I thought they were
21 ---

22 THE CLERK: Looking at it right now, you are reactivated
23 already, so you can access to that. Chicago Title is not, but
24 we can reactivate it, I believe.

25 MR. MAJOR: Okay. Thank you.

1 THE COURT: Let's do that so we can just effectuate these
2 matters.

3 Thank y'all so much. It was very well prepared and
4 presented. Normally, real good lawyers make complicated
5 issues less complicated, but I'm not real sure that's the
6 case.

7 MR. LEITER: There's something fundamentally unfair about
8 having to go back to law school. I really was not expecting
9 this at all.

10 THE COURT: Good to see y'all. If I can help you in
11 between now and then, let me know.

12 MR. LEITER: Thank you, Your Honor.

13 MR. MAJOR: Thank you, Your Honor.

14
15 **ADJOURNED @ 2:54 P.M.**

C E R T I F I C A T E

I, the undersigned, Kay H. Richardson, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the hearing held in the case of Gloria Ormond-Ward, et al. v. RCN Capital, et al., held in the Court of General Sessions for Horry County, Horry County Courthouse, Conway, South Carolina, on November 29, 2022.

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

Kay H. Richardson

Official Court Reporter

April 24, 2023.

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Feb 26 2024

SC Court of Appeals

Certificate of Appellant

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

February 26, 2024

/s/ John M. Leiter

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