

STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT
COUNTY OF LEXINGTON) C.A. NO. 2023-CP-32-02473

THOMAS E. DUKES)
) Plaintiff,)
)
versus)
)
)
ROCKET MORTGAGE, LLC)
)
and PALMETTO STATE INSURANCE AGENCY, LLC)
)

) Defendant.)

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Jun 17 2024

SC Court of Appeals

H E A R I N G

DATE: October 16, 2023
TIME:
LOCATION: South Carolina Circuit Court 11
JUDGE: Debra R. McCaslin

TRANSCRIBED BY: Lynda Monroe

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES:

Thomas E. Dukes, Pro Se

Brent B. Young, Esq.
Baker Donelson
PO Box 3038
Johnson City, Tennessee 37602

Attorney for the Defendant.

ALSO PRESENT:

Robert Eaton, Esq.
Earhart Over street
PO Box 22528
Charleston, South Carolina 29413

Attorney for the Defendant.

James McCutchen, Esq.
McCutchen McClean, LLC
106 East Main Street
Lexington, South Carolina 29072

Attorney for the Defendant.

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(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDING

2 THE COURT: Let me go to Thomas Dukes versus Rocket
3 Mortgage. Do I have Mr. Dukes on? Do I have Mr. Eaton?
4 Who's here for the plaintiff?

5 MR. DUKES: I'm here, I'm sorry.

6 THE COURT: Okay. Are you Mr. Dukes?

7 MR. DUKES: Yes, ma'am.

8 THE COURT: Okay.

9 MR. DUKES: Okay. I think I'm in there now.

10 THE COURT: All right. I see you and who do I have for
11 the Defendants?

12 MR. EATON: Your Honor, this is Robert Eaton for
13 Independent Insurance Brokers and Associates.

14 THE COURT: Okay.

15 MR. YOUNG: Your Honor, this is Brent Young for Rocket
16 Mortgage, LLC.

17 THE COURT: Okay.

18 MR. MCCUTCHEN: And this is James McCutchen for
19 Palmetto State Insurance.

20 THE COURT: Okay. I read this case. This is -- I've
21 got five different motions. Looks like the Plaintiff had
22 three different insurance companies for his home mortgage is
23 about what I could gather out of it and claims that they
24 mismanaged his escrow account because it appears there were
25 three different insurance companies that he had contacted.

1 He's got a claim for mental anguish, actual damages,
2 breach of fiduciary duty and negligence.

3 Let me start with Mr. Young. Mr. Young, you've got a
4 motion to dismiss. It appears that no summons was ever
5 issued with the complaint?

6 MR. YOUNG: That's correct, Your Honor.

7 THE COURT: Also he fails to state or allege a cause of
8 action?

9 MR. YOUNG: Yes, Your Honor.

10 THE COURT: I think, particularly, you were saying that
11 there was no fiduciary duty on Rocket Mortgage?

12 MR. YOUNG: Yes, Your Honor.

13 THE COURT: Okay. I wanted to make sure I read that
14 right. I'll be glad to hear anything else you have on your
15 motion.

16 MR. YOUNG: Well, Your Honor, it's a pleasure to appear
17 before you. Again, Brent Young here on behalf of Rocket
18 Mortgage. As Your Honor pointed out the first motion filed
19 by our client is fairly straightforward. As Your Honor
20 knows, in addition to serving a complaint, a summons must be
21 issued and served and that did not occur here. That's
22 grounds for dismissal. Period. And should be granted.

23 The second one is, you know, a little more nuanced.
24 Your Honor, you hit it right on the head. What we have here
25 is a mortgagee or the borrower who was, for one reason or

1 another, was told that his insurance was not going to be
2 renewed and so he went out and shopped and we're not sure
3 exactly how it came about but our client was -- that manages
4 not only the debt service but also the escrow account, our
5 client was presented with three different invoices.

6 Not trying to be facetious, Your Honor, but we don't
7 have a crystal ball. When we're presented with a premium
8 notice for insurance that's about to expire, under the
9 documents of record we have the right, I don't know if right
10 is right but we pay those premiums. We can't pick and choose
11 which premiums to pay because it could be that our collateral
12 ends up being uninsured and heaven forbid there be a fire or
13 some kind of hazard or a big storm or something like that.
14 And the documents agreed to by the Plaintiff in this instance
15 provide for all of that. It's an escrow management. It's
16 very straightforward. I suspect everybody on this call, at
17 some point in their life if not now, has an escrow account
18 with a mortgage.

19 So the three premiums were paid and as you can imagine,
20 that created a deficit in the escrow account. We sent notice
21 of that deficit. Asked that it be replenished, just like we
22 would with any other account, and not only did it not
23 necessarily get fully replenished but, putting that aside,
24 the whole problem here has really nothing to do with Rocket
25 Mortgage, it has to do with the pro se claim of dealing with

1 his Insurance Brokers.

2 We paid the premiums, it created a shortage, that
3 shortage had nothing to do with our client. We, as per the
4 loan documents, asked that it be replenished and proceeded
5 and that's it.

6 So in addition to not having a summons, the complaint
7 fails to state facts that established the cause of action in
8 the State of South Carolina because there's no negligence
9 here. He hasn't established exactly what -- if there is a
10 duty, what duty was breached by our client who fulfilled its
11 obligations and then, of course, damages. I guess we'll all
12 be interested to see, you know, how you establish \$250,000.
13 I guess we're not here for that today. But not only do they
14 have to establish damages but they have to establish
15 proximate cause and there is none here.

16 It's from the face of the complaint, it's clear. So
17 we, with respect, submit that, based on the lack of summons,
18 it should be dismissed out of hand.

19 And then, secondly, pursuant to Rule 12(b)(6), because
20 he has not stated facts sufficient to state a cause of action
21 in South Carolina against our client which fulfilled its
22 obligations all the way along, had nothing to do with the
23 creators of the shortage. That was either the Plaintiff,
24 himself, or I'll allow the insurance carriers to tell Your
25 Honor what happened on their end. But it had nothing to do

1 with our client.

2 THE COURT: Let me ask you, Mr. Young, did you all pay
3 Independent Insurance, Palmetto and I forgot what the other
4 one was --

5 MR. YOUNG: I think there were just two. There were
6 three invoices presented. Maybe two from one of those.

7 THE COURT: -- invoices but two were paid.

8 MR. YOUNG: Three were paid.

9 THE COURT: All three --

10 MR. YOUNG: All three.

11 THE COURT: -- were paid and a refund was issued by an
12 insurance company?

13 MR. YOUNG: Pursuant to the complaint. Yes, that's
14 correct.

15 THE COURT: Okay. All right.

16 MR. YOUNG: And, Your Honor -- and I apologize, I
17 didn't -- I apologize for interrupting. Did you have another
18 question?

19 THE COURT: No.

20 MR. YOUNG: There was one other thing. You mentioned
21 fiduciary and the pro se plaintiff in his filings it mentioned
22 he actually, in a letter as an attachment, mentioned the
23 definition of fiduciary as included on the Rocket Mortgage
24 website and candidly that document, itself, makes the
25 argument for us. That document talks about real estate

1 brokers and others who are actually representing their
2 interest. How they have fiduciary interest or, excuse me,
3 fiduciary duties.

4 The mortgagor, in this case the bank, the lender, does
5 not have a fiduciary obligation. It has regular obligations.
6 It has to fulfill its legal obligations, but there's no
7 fiduciary obligation there on behalf of Rocket Mortgage as a
8 matter of law.

9 Whether he stated facts and, clearly, it seems to us he
10 did not state facts sufficient to form to establish a cause
11 of action, breach of fiduciary either. So there's no
12 negligence, there's no fiduciary duty and there's no summons.
13 So it seems fairly clear, to our client, that it should be
14 dismissed with prejudice and allow to be out of this matter.

15 THE COURT: All right. Mr. Dukes, I promise I'm going
16 to get to you in just a moment. Let me address Mr. McCutchen
17 because you represent Palmetto. You've got the same
18 argument. There was no summons. You've got no summons and
19 complaint, served. No cause of action and no damages in that.
20 You refunded the money in that case. Let me hear from you.

21 MR. MCCUTCHEN: If I say there's no summons and no
22 complaint, that was in error. We were served with a
23 complaint, we were not served with the summons.

24 THE COURT: No summons.

25 MR. MCCUTCHEN: And just briefly, Your Honor, so that

1 we don't have too much duplication but, yes, we were
2 contacted. My client was asked to write a policy that began
3 on June 1st. Twelve days later was called and told just
4 kidding. Needed to write a policy for May 30th. And so
5 there was a difference as to whether or not there would be
6 coverage on May 31st and for that reason, there were two
7 policies issues and then a refund was issued on the first
8 policy that was issued.

9 So first policy's issued June 1st. Second policy was
10 issued for May 30th. The difference in price between the two
11 policies was \$12, Your Honor, to account for how much
12 insurance costs for one day.

13 My clients did everything that they could do. They
14 issued a refund check. I do have a sworn affidavit that's
15 been filed with the Court, Your Honor, by the individual who
16 spoke to Mr. Dukes who says Mr. Dukes instructed him to write
17 a policy for June 1st and not May 30th, which caused the
18 confusion of why two policies were issued.

19 But, Your Honor, Mr. Dukes can't allege any damages in
20 this case because there simply are no damages in this case.
21 The policy was issued on that date. He had coverage that
22 date. He was issued a refund for the fact that we had to
23 issue two coverages. He hasn't sufficiently pled a cause of
24 action for negligence. If you read his complaint I don't
25 believe the word proximate cause is even mentioned nor has he

1 stated any facts to establish that there are any damages or
2 that my client is the cause of those damages, Your Honor.

3 And for that reason we also ask for this lawsuit to be
4 dismissed pursuant to 12(b)(6) as well.

5 THE COURT: Mr. McCutchen, are you still carrying his
6 insurance?

7 MR. MCCUTCHEN: Yes, we are. And I have my client here
8 with me, Your Honor, if you need to speak with him.

9 THE COURT: Okay. But your company is still carrying
10 insurance --

11 MR. MCCUTCHEN: I'm getting a head nod so, yes, Your
12 Honor.

13 THE COURT: Okay. And Mr. Dukes was reimbursed and so
14 he really only had one policy?

15 MR. MCCUTCHEN: Well, he was issued two policies --

16 THE COURT: To you.

17 MR. MCCUTCHEN: -- but then he was reimbursed because
18 of the difference of the one day and I do think that probably
19 established some confusion with Rocket Mortgage getting three
20 -- well, at least two of those invoices came from my client,
21 Your Honor.

22 However, my client alleges in a sworn statement to you
23 that it was Mr. Dukes who stated the wrong date when he
24 called for his quote and my client can't go on any other
25 information other than what they're told, Your Honor.

1 THE COURT: Okay. Thank you. All right. And then let
2 me address you, Mr. Eaton, because you have the Independent
3 Insurance and yours is a motion to dismiss because you said
4 all we did was give him a quote. We offered a quote. You
5 all made a clerical error. I looked at it. I think it was a
6 \$200 difference. I think that was if it was paid in full by
7 the purchaser, not the mortgage company. I think it was
8 different when it was going into an escrow account.

9 You, too, say well there's no subject matter
10 jurisdiction. I guess my question to you and before I ask
11 it, I also read all the attached e-mails and they all seem to
12 quote in there that you don't issue insurance over -- by e-
13 mail. On every e-mail I saw I saw that. I thought that was
14 rather interesting.

15 Let me ask you, did you ever put a policy with Rocket
16 Mortgage and were you ever paid any money?

17 MR. EATON: No, Your Honor. The discrepancy was found
18 about a week before May 31st, so a week before that policy
19 was to take place, and that's when my client reached out to
20 Mr. Dukes in order to issue an exact policy and noticed that
21 the quote was off and to your point, exactly, as you said it
22 was one of which was a pay-in-full discount and the other one
23 was a home umbrella multi-policy discount which Mr. Dukes
24 said he did not want to go forward with. So there's two
25 discounts that were a little different. Two discounts that

1 were applied that should not have applied to his quote and at
2 that point --

3 THE COURT: (Inaudible.)

4 MR. EATON: -- when my client recognized that those
5 discounts were not attributable to him, we did not issue a
6 homeowner's insurance policy.

7 THE COURT: And at no time did Independent Insurance
8 receive any monies from Rocket Mortgage?

9 MR. EATON: That's correct.

10 THE COURT: Okay. All right. Now let me turn to you,
11 Mr. Dukes, because I'm trying to figure out exactly what
12 you're out. I know that they notified you that your
13 insurance company was no longer going to be the one that you
14 did have to start with. Was going to end on May 30th. I
15 know you went shopping around and you went to Independent,
16 you went to Palmetto. You heard Palmetto say that they had
17 to refund you some money in order to kind of backdate your
18 insurance to where you needed it to be to start. Backdated
19 is probably not a good word but to make it -- your insurance
20 kick in sooner, meaning May 30th, so you wouldn't lose any
21 coverage.

22 They did have two policies that might have messed up
23 Rocket Mortgage but they refunded you the money and you still
24 have them today and you still only have that one policy. So
25 let me hear from you.

1 MR. DUKES: Yes, ma'am. Thank you. I'm not sure what
2 happened around two o'clock this afternoon but it took a
3 while for me to realize my computer had locked up so I don't
4 know if I caused the delay. That's why I was in and then
5 back home again.

6 THE COURT: No, you're okay.

7 MR. DUKES: Okay. I just want to clarify because I've
8 been worried about this thing working. I've never used this
9 WebEx or Zoom or anything like that before, so.

10 THE COURT: It takes a little getting used to. It's
11 not my favorite.

12 MR. DUKES: Anyway, well, first off, I'm not an
13 attorney and I --

14 THE COURT: Okay. Wait a minute, before you go --

15 MR. DUKES: (Inaudible.)

16 THE COURT: -- raise your right hand for me. You
17 promise to tell the truth, the whole truth and nothing but
18 the truth so help you God?

19 MR. DUKES: I do.

20 (Witness sworn.)

21 THE COURT: All right. Even though you were on WebEx,
22 I need to tell you, Mr. Dukes, this is a court of law.

23 MR. DUKES: Correct.

24 THE COURT: And I've just sworn you in. I will also
25 tell you that you do have the right to have your case heard

1 in person if you wish or we can continue on on WebEx.

2 MR. DUKES: Well, I did not know that prior to this.
3 Otherwise I'd be down at the courthouse. I mean, (inaudible)
4 like we are now.

5 THE COURT: Well, if you want, Mr. Dukes, okay. It
6 doesn't bother me. I'll be more than happy and can probably
7 accommodate you next week.

8 MR. DUKES: No, that's all right. My nerves been in a
9 bundle for the last two weeks and --

10 THE COURT: Okay. Yes, I know that you've had some
11 medical issues I've read. I think we continued this once
12 before for you.

13 MR. DUKES: Right. And I appreciate your helping me
14 through my schedule by not scheduling --

15 THE COURT: Absolutely.

16 MR. DUKES: Do appreciate that. Like I said, I'm not
17 an attorney. I probably didn't dot all my I's and crossed my
18 T's. I was looking at the magistrates rules which doesn't
19 require a summons and when I got the dismissal I looked again
20 and then I realized that's what I had done.

21 So -- but we're all here today so anyway I believe it
22 was May the 24th, I got a call from Rocket Mortgage and they
23 said that -- or they told me that I did not have any
24 insurance on my home and I said yes, I do. I said the GEICO
25 policy is going to run out on the 30th and I took care of

1 getting insurance with Insurance Brokers in Irmo. They wrote
2 my car policy and they wrote my homeowner's policy.

3 So I gave the lady from Rocket Mortgage the phone
4 number and they called over there and she called back. Said
5 no, they didn't write the policy and I'm like what in the
6 world? I took care of this in April when I got the letter
7 from GEICO.

8 So I'm thinking what in the world? And then I don't
9 remember if I called -- they called me or I called them to
10 find out what was going on. They said that the lady that I
11 was dealing with was no longer there anymore so I thought the
12 policy was taken care of and no one from Insurance Brokers.
13 He didn't pick up the phone, they didn't e-mail, they didn't
14 write a letter to say there was a clerical error or anything
15 that caused us to not write your policy. And I'm like well,
16 I don't know if I want to do business.

17 Well, then, a lady by the name of Elizabeth sent over a
18 policy for like 1,200-something dollars for me to sign and
19 she sent the DocuSign thing for me to sign and send back. I
20 said no, that's not what we agreed on the money part. That
21 policy was actually issued -- in fact, it's in the complaint
22 as Exhibit 4. That policy was issued without my signature or
23 consent. Okay. So I decided well, at this point, let me
24 just call around and find someone else. So I called a second
25 independent agent that came up on Google which is Palmetto

1 State Insurance and I explained to Mr. Brandon of, and I'll
2 probably not pronounce his name, last name, right,
3 Stiglebower, Stiglemeyer (phonetically). I said look, I'm in
4 a jam. I'm getting ready to go in for surgery on the 27th
5 and I just found out the company I was dealing with over in
6 Irmo did not issue a policy and looks to me like a bait and
7 switch because it went from one value to another and I said
8 what can you do for me?

9 And so he, you know, gave me some quotes and I said
10 that looks good. I never told him June 1st. I said it's
11 going to expire on the 30th. That is Memorial Day. I need
12 to get this taken care of before I go in for my surgery.
13 Okay. I figured Rocket Mortgage would be closed on the 30th,
14 so we need to have all this done before I go in for my
15 surgery.

16 Well, I think it was like the next day. Rocket
17 Mortgage called. They didn't call me, they called Palmetto
18 State and told them they had the dates wrong. I didn't catch
19 it when it was submitted to me because I was looking at the
20 money. After having dealt with Insurance Brokers over in
21 Irmo, I was looking at the money, not the dates. So -- but I
22 didn't catch the June 1st on there. So he had to rewrite the
23 policy from May the 30th, which is actually the date I told
24 him, and then so he reissued the policy.

25 So I knew about two policies being written. I didn't

1 know I was going to be -- I didn't know Rocket Mortgage was
2 going to be billed for two premiums. Previous to that my
3 payment had gone from 746 to 805 because Rocket Mortgage does
4 their escrow analysis on my loan in April, well I don't pay
5 my insurance till May. So it's always going to be either an
6 overage or a shortage on that escrow account.

7 THE COURT: Right.

8 MR. DUKES: And so I was looking, after I had my
9 surgery and everything, I just happened to log in and looked
10 and see if they had made my payment go from 805 back to
11 around 746. They didn't. That's when I saw the two charges
12 to my escrow account. Okay.

13 Well, then on the 12th I get a refund check in the
14 mail. So I called Mr. Brandon back. I said, what is this
15 check for? He didn't know anything about it either. So he
16 called and he talked to Rocket Mortgage. Rocket Mortgage
17 told him to tell me to make an escrow-only payment in the
18 amount of \$1,067. I said okay. So I took the check to the
19 bank and deposited it in my checking account and he also gave
20 me a number of a Rocket Mortgage employee by the name of Rance
21 (phonetically).

22 So I called Rance and told him that I was making a
23 deposit and as soon as I checked it actually showed up in my
24 account I would make the escrow-only payment. I did that and
25 that's Exhibit 6 in the complaint. My receipt where the

1 payment had been posted.

2 Well, the payment went from 746 to \$969 shortly
3 thereafter and on the 12th is when I found out that not only
4 was there two, but then there was a third one -- premium that
5 they had paid. So that one eventually got cancelled. So
6 there was no money to be returned there.

7 So now I'm stuck with paying premiums on three
8 insurance policies. Rocket Mortgage could have fixed this
9 before the end of the month, before that \$969 came due but
10 they didn't. So that put me in a spot. I'm on social
11 security, on a fixed income. I cannot pay \$969 house note
12 and pay everybody else. So, you know, that's pretty much
13 where we are.

14 I chose not to pay Rocket Mortgage because they -- I
15 was waiting on them to fix the payment, which they didn't.
16 It was either pay them or pay -- and not pay other people.
17 So I chose to pay other people rather than pay Rocket
18 Mortgage and to file the lawsuit to head off any foreclosure
19 action. Okay.

20 Now since then pretty much all my accounts have been
21 closed or the credit limits has been decreased. My credit
22 score was about seven and a quarter, 700, somewhere in that
23 range. It is now 573. So it ruined my credit. I got a
24 house payment I can't pay. I'm two months behind still. I
25 finished paying the 969. It took me that long to get the

1 extra money so, you know (inaudible) --

2 THE COURT: (Inaudible.)

3 MR. DUKES: I'm sorry.

4 THE COURT: Let me ask Mr. Young. Mr. Young, why did
5 his house payment to up so high? Was it taxes and insurance?

6 MR. YOUNG: So sorry, Your Honor.

7 THE COURT: That's okay.

8 MR. YOUNG: You're correct, Your Honor. The escrow
9 account does pay taxes and insurance and I'll be fair with
10 you, as a mortgagor, myself, mortgagee, I can't remember the
11 two terms, I pay a loan myself. It's hard to follow the exact
12 calculations. The fact is, though, the only reason it went
13 up is because there was a shortage that was created due to
14 this insurance problem. Once the insurance issue -- you
15 know, the escrow payment was replenished and all that kind of
16 stuff, it would have been readjusted back down and but the
17 fact is, and candidly with respect, you know, Mr. Dukes just
18 admitted he made the choice. He decided not to pay Rocket
19 and pay others and I understand that.

20 That was contrary to his agreement in the loan
21 documents.

22 THE COURT: And let me ask you, Mr. Young, did you all
23 pay any money for Independent Insurance?

24 MR. YOUNG: You know, you probably saw me hustling
25 around. I have a statement that says that we did make a

1 payment but as I think Mr. Dukes may have said or another
2 that that payment ended up being cancelled. So we were
3 presented with a premium, we made a payment. I don't know
4 that that check cleared. So that's what I was looking for
5 but those were the three payments that I mentioned earlier.

6 THE COURT: All right. Mr. Eaton, did the check clear?

7 MR. EATON: To my knowledge, no, ma'am.

8 THE COURT: Well, I need (inaudible). It makes a
9 difference to me on what I'm going to do here.

10 MR. EATON: Payment was never issued on this policy.
11 In the process of Mr. Dukes, when we went back to remove
12 those discounts and present him with the option for an
13 insurance contract, we submitted that policy. However, that
14 policy was never signed, it was never an executed contract
15 and no payments were ever made on it.

16 THE COURT: Okay. And Mr. Young, you did verify that?

17 MR. YOUNG: Notes that I have from the loan are that
18 there were three payments made. One was made on May 25th to
19 Main Street America in the amount of 1,067, one was made on
20 May 30th to Main Street America in the amount of 1,079, and
21 one was made on June the 6th of 2023, again to Main Street
22 America. The 1,067 was replenished as indicated and then the
23 1,073, so the payment that was made on June 6th, there was a
24 stop pay on that payment and so it never cleared.

25 THE COURT: And that was the one to Independent?

1 MR. YOUNG: That's my understanding. Yes, Your Honor.

2 MR. DUKES: I'd like to say one more thing.

3 THE COURT: Sure.

4 MR. DUKES: Mr. Stiglemeyer claimed, in his sworn
5 statement, that I didn't -- I wasn't truthful to him about
6 the policy with GEICO. That was Exhibit No. 1 in the
7 complaint. I mean, there it is laid out. They did not renew
8 because the carrier and GEICO and (inaudible) was no longer
9 going to be doing business in South Carolina and I -- you
10 know, I don't know how he came up with June the 1st. That
11 was not -- that didn't come out of my mouth. You know,
12 Independent Insurance Brokers, even on the policy that they
13 issued had the right dates, you know.

14 So, you know, I don't know if Mr. Stiglemeyer was
15 confused or what, if he was working from home that day, maybe
16 he had some distractions, I don't know, but the statement he
17 made about the -- me not being truthful with him about the
18 other insurance companies? No, that is not correct. I told
19 him exactly -- I didn't -- the only thing I didn't tell him
20 was who it was. I did not mention the Insurance Brokers in
21 Irmo, South Carolina to Mr. Stiglemeyer.

22 THE COURT: All right, Mr. Dukes, this is what I'm
23 going to do. I've looked at these complaints. They were not
24 served correctly. Okay. But I'm going to give you the
25 opportunity. In fact, I'm going to give you 15 days. You

1 can amend these complaints, reserve them on Rocket Mortgage
2 and Palmetto. I will give you 15 days to do that and, also,
3 I'm also instructing you to make sure that you have a cause
4 of action stated in your complaint. Do you understand?

5 MR. DUKES: I'm not sure I do. I thought I did. The
6 cause of action is the negligence on the part of all parties
7 concerned.

8 THE COURT: I'm going to tell you, Mr. Dukes, I can't
9 give you any advice but I'm just telling you this is what I'm
10 going to do. You can redo your complaint, call it an amended
11 complaint, serve it correctly and also be specific on your
12 cause of action against Rocket Mortgage and Palmetto.

13 I'm going to tell you, Mr. Eaton, if you'll draw me an
14 order. I'm dismissing you from this suit. You didn't
15 receive any monies. It appears to be just a quote. And I'm
16 going to dismiss you from this complaint.

17 MR. EATON: Yes, Your Honor. Thank you.

18 THE COURT: Put it in my e-filing. Again, I'm going to
19 tell you, Mr. Dukes, you got 15 days from the date of my
20 order and I'm fixing to file a Form 4, if that suits you Mr.
21 Young and Mr. McCutchen. What I'm going to do is I'm going
22 to hold both of your 12(b) motions to dismiss. So I won't
23 make you file another filing fee until after this complaint.
24 Okay.

25 MR. DUKES: Do I need to pay another \$150?

1 THE COURT: If you're pro se, you can fill -- there's a
2 form at the clerk's office you can fill out. I'll be more
3 than happy to sign it for you and that way you won't have to
4 pay the filing fee.

5 MR. DUKES: Okay. Thank you. Is there any --

6 THE COURT: Okay?

7 MR. DUKES: -- is there any -- you know, I just don't
8 have the money.

9 THE COURT: Well, and you don't have to have money to
10 file if you're pro se. Again, I will file that form for you
11 but I'm going to tell you, Mr. Dukes, I'm giving you 15 days
12 from the date of my order. If it's not done then your case
13 is dismissed. You understand?

14 MR. DUKES: Yes, ma'am. I understand. I'm wondering
15 is there any, you know, somewhere I can go to get some free
16 legal advice on how to do it correctly? I don't know if you
17 can even answer that question.

18 THE COURT: I can't.

19 MR. DUKES: Okay.

20 THE COURT: I wish I could but I can't, Mr. Dukes. You
21 got 15 days. Okay?

22 MR. DUKES: You've been very fair. Thank you.

23 THE COURT: Thank you.

24 MR. YOUNG: Thank you, Your Honor.

25 MR. MCCUTCHEN: Thank you, Your Honor.

1 THE COURT: And don't forget, Mr. Eaton, put it in my
2 e-file-in box.

3 MR. EATON: Yes, ma'am. I will.

4 THE COURT: Thank you.

5 MR. EATON: Thank you for your time.

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15 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING IS CONCLUDED

16 AT 7:12)

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CERTIFICATE OF TRANSCRIBER

I, Lynda Monroe, 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 trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 11, Lexington County, South Carolina, on the 16th day of October, 2023.

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

May 23, 2024

Lynda Monroe, Transcriber