

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals
APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

RECEIVED
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SC Court of Appeals

Case No. 2023-CP-32-02473

Rocket Mortgage, LLC.....Respondent,

v.

Thomas E. Dukes.....Appellant.

RECORD ON APPEAL

Thomas E. Dukes
Pro Se
711 Parkhurst Ln
Lexington, South Carolina 29072
(803) 530-9443

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Thomas Dukes
PLAINTIFF(S)

Rocket Mortgage LLC et al
DEFENDANT(S)

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.
- 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:

Plaintiff's motion for summary judgment was before the court, via webex, on October 16, 2023. All parties consented to have their motions heard via webex. After reviewing all memoranda, briefs and arguments of Plaintiff and attorneys this court DENIES Plaintiff's motion for summary judgment and the Plaintiff has 15 days from the date of this order to amend his complaint to state a cause of action.

Defendants Rocket Mortgage and Palmetto State Insurance motions to dismiss are dismissed and they may refile without paying a filing fee.

Defendant Independent Insurance Brokers and Assoc. motion for summary judgment is hereby granted. A formal order is to follow.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/17/2023 .

Thomas Dukes for Thomas Dukes
Thomas Dukes for Thomas Dukes

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Lexington Common Pleas

Case Caption: Thomas Dukes VS Rocket Mortgage LLC , defendant, et al
Case Number: 2023CP3202473
Type: Order/Electronic Form 4

So Ordered

Debra R. McCaslin

Electronically signed on 2023-10-17 09:24:25 page 3 of 3

Thomas Dukes
PLAINTIFF(S)

Rocket Mortgage LLC et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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 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:

This matter is before the court by way of Defendant Rocket Mortgage's 12 (B) motion to dismiss in lieu of Answer. after further review and deliberation the Court GRANTS the motion to dismiss. Attorney Young shall prepare and submit a more formal order consistent with his arguments.

ORDER INFORMATION

This order ends does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

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Thomas Dukes for Thomas Dukes
Thomas Dukes for Thomas Dukes

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2024 Mar 14 2:16 PM - LEXINGTON - COMMON PLEAS - CASE#2023CP3202473

Court Reporter:

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Lexington Common Pleas

Case Caption: Thomas Dukes VS Rocket Mortgage LLC , defendant, et al
Case Number: 2023CP3202473
Type: Order/Electronic Form 4

So Ordered

s/Brian M. Gibbons #2168 Circuit Judge

Electronically signed on 2024-03-14 14:00:36 page 3 of 3

NOTICE

The following transcript for the October 16, 2023 hearing is not a true record of the hearing. A person or person(s) of the Lexington County Courthouse have deleted Appellant's testimony regarding the attempt by Respondent to deceive and defraud the Court.

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.)

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.)

ROA 10

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 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

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.)

H E A R I N G

DATE: March 14, 2024
TIME: 11:01 a.m. to 11:21 a.m.
LOCATION: South Carolina Circuit Court 11
JUDGE: Brian M. Gibbons

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.

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PROCEEDING

1

2 THE COURT: So the first one, then, Mr. Dukes, is your
3 motion. It's a motion, I guess, to compel production or no?

4 MR. YOUNG: Your Honor, that has been stayed.

5 THE COURT: Oh, that's been stayed?

6 MR. YOUNG: Yes, Your Honor.

7 THE COURT: Do you agree that that's been stayed?

8 MR. DUKES: Yes, sir. I mean, I understand, I
9 understand.

10 THE COURT: All right. So that's been stayed so I'm
11 not hearing that. So there's a motion, there's a 12(b)(6)
12 motion to dismiss or 12(b) motion. That's your motion?

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

14 THE COURT: And then I have another motion from
15 Palmetto State Insurance Agency. What is that?

16 MR. YOUNG: Your Honor, there's another lawyer
17 involved. I think it's Mr. McCutcheon. He's been involved
18 throughout but I do not see him today.

19 THE COURT: All right.

20 MR. YOUNG: So I -- I don't know what the status of
21 that is.

22 THE COURT: That motion to dismiss then we'll deal with
23 that after I deal with yours. So the only motion before me,
24 today, then, is a motion to dismiss. That's your
25 understanding, Mr. Young?

1 MR. YOUNG: Yes, Your Honor.

2 THE COURT: And Mr. Dukes, is that your understanding?

3 MR. DUKES: Yes, sir.

4 THE COURT: Well, it's a 12(b) motion. I guess it will
5 be for dismissal.

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

7 THE COURT: All right, Mr. Dukes, I'm -- okay. I got --
8 -- Mr. Young, let me hear from you. Thank you all for getting
9 up and down. If you all are more comfortable sitting that's
10 fine with me.

11 MR. YOUNG: *(Inaudible.)*

12 MR. DUKES: *(Inaudible.)*

13 THE COURT: Yes, sir.

14 MR. YOUNG: Thank you, Your Honor. Brent Young here on
15 behalf of Rocket Mortgage, LLC. You've read the papers.
16 This is the third hearing we've had on this one. The first
17 one was before Judge McCaslin and there were three motions to
18 dismiss at that time.

19 There was a second insurance broker involved at that
20 time that Mudge McCaslin dismissed from the case. They were
21 independent insurance broker or something along those lines
22 and she said, in essence, the order, and I've got it here,
23 that the initial complaint was not sufficient. She let that
24 defendant out but she kept Palmetto Insurance and my client
25 in and gave Mr. Dukes, I believe it was, 15 days within which

1 to file an amended complaint. He filed an amended complaint
2 and this motion today relates to the dismissal of that
3 amended complaint.

4 The essence of the motion, Your Honor, is the same as
5 the prior motion and that is Mr. Dukes has alleged that our
6 client committed or didn't commit but engaged in negligence
7 which, of course, Your Honor, we all know, after going to law
8 school, requires a duty, a breach of that duty, and the
9 proximate causation of that duty.

10 What happened here, Your Honor, is at some point, if
11 Your Honor has a mortgage, you probably had some at some
12 point, I certainly have a mortgage.

13 THE COURT: Oh, yeah, I still have a mortgage. I got
14 to refinance it (inaudible) much other debt.

15 MR. YOUNG: Yeah. Well, as you know, then, every year
16 there's an annual reconciliation of the escrow account. Most
17 mortgages require and the law provides that home insurance
18 and usually property taxes are paid out of an escrow account.
19 In this instance there was a reconciliation. Apparently Mr.
20 Dukes' then current insurance company cancelled its
21 insurance. We had to shop for another insurance policy and
22 our client was presented with three invoices for three
23 different premiums.

24 As you can imagine, Your Honor, it's pretty important
25 to our client that its mortgage collateral be insured. And

1 so pursuant to the loan documents, when our client receives
2 invoices for premiums we pay those invoices. We can't pull
3 out a *magic crystal ball* and decide which one's which and
4 which one works. We pay the invoices. Suffice it to say it
5 created a deficiency. When a deficiency is created the
6 regulations allow our client to seek recoupment of that
7 deficiency, in this case, through higher payment and that's
8 what we did.

9 We asked for a higher monthly payment to take care of
10 those extra two premiums.

11 THE COURT: *Prorated throughout.*

12 MR. YOUNG: Prorated for 12 months.

13 THE COURT: Okay.

14 MR. YOUNG: So I think and it's something that's pretty
15 important for Your Honor to understand, now, too. In
16 addition to the insurance premium getting higher, his
17 property taxes went up a little bit. So as we stand here
18 today the current payment is \$10 more than what it was when
19 this whole thing started.

20 And so after time, our client was alerted that these
21 two payments should not have been made. So we stopped
22 payment on one of them and credited the account. The other
23 one Mr. Dukes made an escrow-only payment. We deposited that
24 payment and that brought things back where needed to do --
25 needed to be but at some point we actually tried to refund

1 that overage so that everything was reconciled and everything
2 went forward and he asked us to keep it so that we could
3 apply it against future mortgage payments, which we also did.

4 THE COURT: Yeah.

5 MR. YOUNG: So in this instance not only does the
6 amended complaint not point out a specific duty that we were
7 supposed to breach but we certainly didn't breach any duty
8 that is nonexistent and, moreover, we have -- there's no
9 proximate causation here. What we have is either Mr. Dukes,
10 himself, or his agent, making a mistake. Our client going
11 through the steps to correcting that mistake and now our
12 client being sued for it.

13 Had a first hearing. Judge McCaslin let one defendant
14 out, kept two in. Had a second hearing. Sent notice but Mr.
15 Dukes didn't receive the notice. This is hearing number
16 three and the grounds remain the same. He's not alleged
17 sufficient facts to establish a cause of action in the State
18 of South Carolina for negligence against Rocket Mortgage,
19 LLC. Accordingly, we respectfully submit that the amended
20 complaint should be dismissed.

21 THE COURT: Thank you, sir.

22 MR. YOUNG: Thank you.

23 THE COURT: All right, Mr. Dukes.

24 MR. DUKES: Hey, how are you doing? And I apologize
25 for not -- I did not -- yeah, I know you never heard that

1 excuse before, I never got notified but --

2 THE COURT: Well, you know, the way I look at it this
3 day and age with everything and contact the notice, I'm not
4 worried about that. Judge McCaslin protected your rights to
5 --

6 MR. DUKES: And (inaudible).

7 THE COURT: -- (inaudible) and here we are.

8 MR. DUKES: And you all -- you know, I've been through
9 a lot of cancer since this thing started and you all have
10 been very amendable to my appointments and whatnot and I've
11 got a couple things here I'd like to provide you.

12 THE COURT: Yes, sir. Make sure opposing counsel gets
13 a copy.

14 MR. DUKES: He should have them. This is the one --
15 this one he sent me in his motion to dismiss.

16 THE COURT: Okay.

17 MR. DUKES: and I e-mailed him this one the other day.

18 MR. YOUNG: Your Honor, I probably do have that. I
19 would point out that this article he e-mailed me is hearsay
20 and it's from 1992.

21 MR. DUKES: Yeah, I looked for the case but I couldn't
22 find it.

23 THE COURT: I'll look at it and give it whatever
24 credibility I believe it deserves. This is an argument on a
25 motion to dismiss and I'm constrained by the four corners of

1 the document.

2 MR. YOUNG: Thank you.

3 THE COURT: You know all the stuff I got to do.

4 MR. DUKES: I mean, I agree with Mr. Young here on
5 everything he said just now but now he left out a key -- key
6 part of that.

7 THE COURT: Okay. I'm listening.

8 MR. DUKES: Okay. This took place just before I was --
9 about three days before I was going in --

10 THE COURT: Uh-huh.

11 MR. DUKES: -- bladder cancer surgery and the insurance
12 agent people aren't here but he -- I don't know how he messed
13 up the dates on the thing but he did. Not once but twice
14 because they issued the policy three times. And Rocket
15 Mortgage paid them each time. And on June the 5th I called
16 Rocket Mortgage and told them told them to hold off on doing
17 an escrow analysis until we got the insurance straightened
18 out.

19 In about June the 12th I received a refund check from
20 the insurance company. Contacted the insurance company and
21 asked them what was going on. They called Rocket Mortgage.
22 Rocket Mortgage instructed the -- that I make an escrow-only
23 payment, which I did, okay. I asked them when they got the
24 money please straighten out my thing that had gone up to
25 \$969. The \$10 difference is after the fact that he was

1 talking about. 746 to 756 is what it is now.

2 THE COURT: What kind of interest rate you got?

3 MR. DUKES: Excuse me?

4 THE COURT: What kind of interest rate you got now?

5 MR. DUKES: It's like -- it's low. It's either 3.2 or
6 2.3.

7 THE COURT: You want to --

8 MR. DUKES: Yeah.

9 THE COURT: You know how interest rates are now, yeah?

10 MR. DUKES: Yeah, yeah, yeah, yeah.

11 THE COURT: Okay. I get you.

12 MR. DUKES: I refinanced back in August of 2021 to get
13 ready to retire.

14 THE COURT: Gotcha.

15 MR. DUKES: Okay. I was in a wreck in 2013. I got
16 back problems from that now, neck problems. So when I turn
17 65, I said I'm out of here. And of course I didn't expect
18 the war in Ukraine to happen that caused everything -- the
19 price of everything to go up after that. But, anyway,
20 getting back to what I was saying.

21 Anyway my payment increased from the 746 to \$969 for
22 July the 1st and twice, in June, I asked them to please
23 straighten this out because I cannot afford that much per
24 month. Only way to pay it is not pay someone else. Okay.
25 So I chose not to pay them because I was hoping that they

1 would straighten the problem out. They didn't. In fact,
2 they took almost three months -- August 29th is when they
3 straightened it back out to \$756 a month. So they had three
4 months and they do it. They could've done it in June and
5 none of this would've never happened. Because the two people
6 I spoke with either kicked the can down the road or they were
7 negligent and not going any further with it. Okay?

8 But, I mean, I'm straight with them now. I'm straight
9 with them now. Well, what it caused is, you know, even
10 before, and it's in the amended complaint as well.

11 THE COURT: Yes, sir.

12 MR. DUKES: Two creditors cut me completely off because
13 I didn't pay Rocket Mortgage. By not paying Rocket Mortgage
14 has decreased my credit score to 573. That's through two
15 creditors. Synchrony, that's some home improvement work done
16 on the house, and then a Lowe's credit card. And I'm so far
17 behind now I can't get caught up.

18 THE COURT: Are you behind on your mortgage or are you
19 current --

20 MR. DUKES: No, I'm current on the mortgage but behind
21 on everybody else.

22 THE COURT: Okay.

23 MR. DUKES: Trying to get my mortgage straightened out.
24 So --

25 THE COURT: So do you believe you've shown a negligence

1 cause of action?

2 MR. DUKES: Well, I don't know what it was. It's
3 either negligence or retaliation because, like I said, they
4 could've fixed it in June but they didn't. They took all the
5 way to August 29th. I filed the lawsuit on July the 3rd
6 because they kind of pushed me into doing it. They ignored
7 me. They didn't -- you know. And so I -- I think if you
8 look at the mortgage contract there, section 3, they can only
9 charge you --

10 THE COURT: That's what I'm looking at right now.

11 MR. DUKES: Okay, yeah.

12 THE COURT: Okay, yeah.

13 MR. DUKES: And put it this way, they were charging me
14 over \$300 a month just for the escrow for the insurance on an
15 \$1,100 policy.

16 THE COURT: Okay.

17 MR. DUKES: Okay? And they did that for three months
18 and they could've fixed it in June and we wouldn't be here
19 today. So I don't know.

20 THE COURT: Well, you --

21 MR. DUKES: I mean it's either stupidity, okay, but
22 that's not a legal term. I use the term negligent --

23 THE COURT: (Inaudible.)

24 MR. DUKES: -- because somebody kicked the can down the
25 road and didn't do their job. Unfortunately, you know, the

1 employee or Rocket Mortgage is responsible with what the
2 employees do or don't do.

3 THE COURT: All right. Thank you, sir. Coming back to
4 you.

5 MR. YOUNG: Briefly, Your Honor. I know it's more
6 related to criminal law but really the thing that comes to
7 mind is screw the poisonous tree. The genesis of all this
8 was his negligence or that of the insurance broker. It's got
9 nothing to do with us. We get the invoices, we pay the
10 invoices. He chooses not --

11 THE COURT: The insurance broker here is Palmetto State
12 Insurance Agency?

13 MR. YOUNG: That's correct, Your Honor. If he chooses
14 not to pay us, we report that to the credit agencies. Now we
15 have fixed that. The credit agencies -- there were three
16 late pays. Two of them have been resolved. One of them he
17 just admitted on the record he did not pay so it's a late
18 payment.

19 Now regardless to the facts, he still has to make his
20 debt-service payments and I think, again, the key is the
21 genesis of the whole thing was either him or his agent who
22 made the mistake. We have reconciled everything. We have --
23 he has been credited everything that he was due and, as I
24 mentioned earlier, his payment now is \$10 higher than it was
25 because of property insurance, excuse me, property tax.

1 So all is right and, again, with respect, and taking
2 even in the light most favorable, there is no cause of action
3 alleged -- *proper cause of action alleged for negligence*
4 against our client, Rocket Mortgage, in the amount of the
5 claim. So we respectfully submit it should be dismissed.

6 THE COURT: All right. Anything else, Mr. Dukes?

7 MR. DUKES: Well, I just want to reiterate that they,
8 Rocket Mortgage, chose not to do anything in June after two
9 phone calls from me. Okay. So -- and I understand what the
10 insurance did. The problem -- I've got more questions than
11 there are answers. Okay. Was the guy -- was the insurance
12 agent just billing, billing, billing and not cancelling,
13 cancelling, cancelling for this to get so far out of hand?

14 If you issue a policy that's wrong you should've never
15 got paid for it. You should've of resubmitted and let the
16 two wash each other out. I don't know how it got so tangled
17 up. But see Rocket Mortgage has no safeguards in place to
18 prevent this from happening. I cannot believe it didn't draw
19 someone's attention that hey, we just paid this. Why are we
20 paying it again?

21 THE COURT: Well, again, well, I haven't said this.
22 I'll say this to you and, of course, (inaudible), that's why
23 when I refinance a deal with mortgage, I deal with the brick
24 and mortar company. I deal with a bank that I can go see and
25 a banker I can talk to face-to-face. Nothing against your

1 client. Okay? I understand that but, you know, everything -
2 - everybody's doing everything virtually now.

3 MR. DUKES: Right.

4 THE COURT: And that's -- that can run into its
5 problems here, you know, and like, for example, you know, my
6 mortgage with First Citizen, it's an in-house mortgage and I
7 refinance every five years which I don't want to do it now
8 because the interest rates are so high but, nonetheless, I
9 pay my insurance on my own, I pay my taxes on my own, you
10 know, and I don't have to -- I don't escrow it.

11 MR. DUKES: Right.

12 THE COURT: So I never run into that issue. My
13 payment's always the same, you know.

14 MR. DUKES: Outside of that situation you can go to --
15 you know, most mortgage companies or I hate to call them
16 mortgages, they're basically originators.

17 THE COURT: Sure. That's right.

18 MR. DUKES: And they'll -- they'll take your mortgage.
19 They might hold onto it for six months but they're going to
20 sell it to somebody like Rocket Mortgage.

21 THE COURT: Right.

22 MR. DUKES: A big servicing company. So with you -- I
23 mean, I deal I've dealt with First Citizens also and I didn't
24 know they did that.

25 You know, there are more questions that need to be

1 answered.

2 THE COURT: It depends on what kind of equity you got
3 in your house I guess. You got pretty good equity?

4 MR. DUKES: Yeah, yeah. See I was -- you know, I
5 started getting the foreclosure letters from them.

6 THE COURT: Okay.

7 MR. DUKES: And that's -- and I -- you know, when I
8 graduated Clemson in '78 I was a banker and mortgage banker
9 for ten years so I know how this works.

10 THE COURT: If you've got enough equity in your house I
11 can't imagine a brick and mortar bank not wanting to, you
12 know, take that --

13 MR. DUKES: Yeah.

14 THE COURT: -- risk because they don't have good
15 collateral, you know what I mean, and then I -- not for your
16 client to lose business, this is just talking off the cuff.

17 All right. Here's what I'm going to do. I'm going to
18 take this matter under advisement. I want to finish reading
19 through everything. As to the second motion to dismiss, I'm
20 going to deny that. That was the one filed by Palmetto State
21 Insurance Agency. They're not present. They were properly
22 noticed. You win that one. So Mr. Dukes, whether or not I
23 dismiss Rocket Mortgage as a party or not, your lawsuit's
24 going to continue against Palmetto State Insurance.

25 MR. DUKES: Like I said there's a lot of questions.

1 THE COURT: I don't know what I'm going to do yet with
2 Rocket Mortgage.

3 MR. DUKES: There are a lot of questions that need to
4 be answered.

5 THE COURT: Yes, sir.

6 MR. DUKES: From the insurance people.

7 THE COURT: I understand.

8 MR. DUKES: Because I don't know what happened to all
9 the money.

10 THE COURT: Yes.

11 MR. DUKES: I don't understand that, you know. It's
12 like somebody should've been making sure somebody was --
13 Rocket Mortgage was getting that money back.

14 THE COURT: All right. Yes, sir.

15 MR. DUKES: And -- and -- and --

16 THE COURT: Yes, sir.

17 MR. YOUNG: There's one thing I wanted to point out.
18 This is in response to the last statement. Rocket Mortgage
19 did give the money back. There's a regulation that is cited
20 on page 4 and page 5 of our motion to dismiss and our
21 memorandum.

22 THE COURT: Yes, sir.

23 MR. YOUNG: 12 CFR 2020 1024 I reference it. But,
24 anyhow, for the record, this here -- this was a deficiency
25 that was created by either Mr. Dukes or his agent.

1 THE COURT: Right.

2 MR. DUKES: And it says, "If the escrow account
3 analysis confirms a deficiency, which it confirmed, I mean
4 everybody agrees there were three premiums paid, then the
5 servicer may require a borrower to pay additional monthly
6 deposits to the account to eliminate the deficiency. If the
7 deficiency is greater or equal to one month's escrow payment,
8 the servicer may allow the deficiency exist and do nothing to
9 change it or may require the borrower to repay the deficiency
10 in two or more equal monthly payments.

11 There are a lot of terms like cushion and the like but
12 this isn't a cushion. This was a deficiency that was caused
13 by Mr. Dukes or his client and we followed the (inaudible)
14 requirements --

15 THE COURT: Okay.

16 MR. YOUNG: -- and credited everything properly.

17 THE COURT: Yes, I'm going to read through all that.

18 MR. YOUNG: Thank you, Your Honor.

19 MR. DUKES: But, let me throw a but in there, but when
20 it was corrected, they didn't correct their end of it.

21 THE COURT: All right.

22 MR. DUKES: That's -- that's the whole -- that's the
23 (inaudible).

24 THE COURT: I'm going to read through everything.

25 MR. DUKES: Right.

1 THE COURT: All right?

2 MR. DUKES: All right, sir, appreciate it.

3 THE COURT: *Good seeing you guys.*

4 MR. YOUNG: Thank you, Your Honor.

5 THE COURT: You have a great day.

6 MR. DUKES: I'm sorry I wasn't here last time. Like I
7 said I didn't get the --

8 THE COURT: Look I won't be in Lexington again for
9 another five years. I'm a visiting judge so I -- you know,
10 it is what it is.

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

25 AT 11:21 a.m.)

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 14th day of March, 2024.

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

April 8, 2024

Lynda Monroe, Transcriber

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

THOMAS E. DUKES)

2023 OCT 27 PM 12:44
Plaintiff(s))

vs.)

ROCKET MORTGAGE, LLC and PALMETTO STATE)
INSURANCE AGENCY, LLC)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023-CP - _____ - 2473

Submitted By: Thomas E. Dukes
Address: 711 Parkhurst Ln, Lexington, SC 29072

SC Bar #: _____
Telephone #: 803-530-9443
Fax #: _____
Other: _____
E-mail: tdukes@palmettoshopper.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|--|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input checked="" type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) _____ <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) _____ <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) <input type="checkbox"/> Interpleader (690) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 ____ -NI- ____ - ____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) _____ <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) <input type="checkbox"/> Other (799) _____ | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) _____ <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
|--|---|--|--|

Submitting Party Signature: _____

ROA 55

Date: 10-25-2023

STATE OF SOUTH CAROLINA,)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

THOMAS E. DUKES)
)
Plaintiff,)

SUMMONS

vs.)
)
)

FILE NO. 2023-CP- 2473

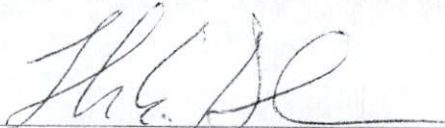
PALMETTO STATE INSURANCE)
AGENCY, LLC AND ROCKET)
MORTGAGE, LLC)

Defendant.)

TO THE DEFENDANT 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.

LEXINGTON, South Carolina



Plaintiff/Attorney for Plaintiff

Dated: October 25, 2023

Address: 711 PARKHURST LN
LEXINGTON, SC 29072

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FILE NO. 2023-CP-32- 2473
COUNTY OF LEXINGTON)	
Thomas E. Dukes)	
)	
Plaintiff,)	
)	
v.)	AMENDED
)	COMPLAINT
)	
Rocket Mortgage, LLC and)	
Palmetto State Insurance Agency, LLC)	
)	
Defendants.)	
)	
)	

Plaintiff, Thomas E. Dukes hereby files this amended complaint against Defendants, Rocket Mortgage, LLC and Palmetto State Insurance Agency, LLC, by order of the Honorable Debra R. McCaslin on October 16, 2023, and allege as follows:

PARTIES

1. Plaintiff is resident of Lexington County, South Carolina, maintaining his principal residence at 711 Parkhurst Lane, Lexington, South Carolina, 29072.
2. Defendants, Rocket Mortgage, LLC, and Palmetto State Insurance Agency, LLC, do business in and/or have a business location in Lexington County, South Carolina.

JURISDICTION AND VENUE

3. Jurisdiction and venue are properly vested with this Court pursuant to South Carolina Code of Law 15-7-30.

FACTUAL ALLEGATIONS

4. On or around April 3, 2023, Plaintiff received a Notice of Non-Renewal letter from GEICO Insurance Agency, LLC (Exhibit 1).
5. On or around April 5, 2023, Plaintiff contacted Independent Insurance Brokers & Associates, LLC in Irmo, South Carolina regarding a homeowner's policy and auto policy (see Exhibit 2).
6. Sometime around April 2023, Defendant Rocket Mortgage, LLC, recalculated Plaintiff's escrow for his homeowner's policy using the previous year policy amount. Since this was done two (2) months earlier than the expiration date of his homeowner's policy, this created a false shortage in Plaintiff's escrow account. Also, by doing so, this does not allow time for the Plaintiff to know if his current policy is going to have a rate increase and shop for a better price on homeowner's insurance.
7. On April 16, 2023, Plaintiff accepted the offer from Independent Insurance Brokers & Associates, LLC, for both an auto policy and homeowner's policy.
8. On or around May 24, 2023, Plaintiff received a telephone call from Defendant Rocket Mortgage, LLC, that his homeowner's insurance had expired on May 18, 2023. Plaintiff informed Defendant Rocket Mortgage, LLC, at that time, the homeowner's policy with GEICO Insurance Agency, LLC was valid until May 30, 2023 and that he had already acquired a replacement homeowner's policy with Independent Insurance Brokers & Associates, LLC, through Auto-Owners Insurance.
9. Defendant Rocket Mortgage, LLC, then contacted Independent Insurance Brokers & Associates, LLC, only to discover Independent Insurance Brokers & Associates,

LLC, had failed to issue the homeowner's policy agreed upon by Plaintiff on April 16, 2023 stating they did not have Defendant Rocket Mortgage, LLC's address.

Plaintiff previously provided Independent Insurance Brokers & Associates, LLC, his loan number and Defendant Rocket Mortgage, LLC's telephone number.

10. Plaintiff then spoke with Independent Insurance Brokers & Associates, LLC regarding this negligence and was quoted a premium considerably higher than that was previously quoted and accepted.
11. Since Plaintiff believed Independent Insurance Brokers & Associates, LLC was doing a Bait and Switch, Plaintiff then contacted Defendant Palmetto State Insurance Agency, LLC.
12. On May 24, 2023, Plaintiff advised Independent Insurance Brokers & Associates, LLC, he would not accept or sign any documents for anything less than what was previously agreed upon (see Exhibit 3).
13. Independent Insurance Brokers & Associates, LLC, issued a policy for the amount of \$1203.21 without Plaintiff's knowledge or consent (see Exhibit 4).
14. On May 25, 2023, Defendant Palmetto State Insurance Agency, LLC, issued an auto policy and homeowner's policy. However, the dates on both policies were incorrect and had to be re-issued. Plaintiff's original policies with GEICO Insurance Agency, LLC policies expired on May 30, 2023. Defendant Palmetto State Insurance Agency, LLC issued the policies to be effective June 1, 2023. Employee for Defendant Palmetto State Insurance Agency, LLC, Mr. Brandon Stiglbauer, stated he didn't realize May had 31 days. The incorrect dates would have caused Plaintiff to have a lapse in insurance coverage and could possibly affect Plaintiff's insurance rates in the

future. A third homeowner's policy was also submitted by Defendant Palmetto State Insurance Agency, LLC for payment to Defendant Rocket Mortgage, LLC. No reason was given by Defendant Palmetto State Insurance Agency, LLC for this submittal only that it had been or would be cancelled.

15. Each time a policy was issued and submitted to Defendant Rocket Mortgage, LLC, for payment, Defendant Palmetto State Insurance Agency, LLC was paid by Defendant Rocket Mortgage, LLC through Plaintiff's escrow account causing a massive shortage and thusly, causing Plaintiff's house payment to increase from \$746.86 per month to \$969.59 per month (see Exhibit 5).
16. In June of 2023, Defendant Rocket Mortgage, LLC forced Plaintiff to pay \$802.63 due to the false shortage they created when they did an escrow analysis in April 2023, stating there was nothing they could do.
17. On June 12, 2023, Plaintiff received a refund check in the amount of one-thousand, sixty-seven dollars (\$1,067.00) for one of the three (3) policies issued by Defendant Palmetto State Insurance Agency, LLC. Plaintiff also received a refund in the amount of \$68.50 for the auto policy that also had the wrong dates.
18. Upon receiving the refund checks, Plaintiff called Palmetto State Insurance Agency, LLC to ask what was going on. Defendant Palmetto State Insurance Agency, LLC, employee Mr. Stiglbauer, told Plaintiff he would make some calls to find out. Later, when Mr. Stiglbauer called back, he advised Plaintiff, Defendant Rocket Mortgage, LLC, advised to deposit the refund check and then make an escrow only payment for that amount. Plaintiff did as he was advised (see Exhibit 6).

19. On May 30, 2023 and June 12, 2023, as previously advised, Plaintiff contacted Defendant Rocket Mortgage, LLC regarding these issues. Both times, the employees' mis-led Plaintiff to believe that the issue would be resolved and a new and accurate payment amount would be calculated (see Exhibit 7).
20. On July 1, 2023, Plaintiff logged into this Rocket Mortgage account to make his July payment and found Defendant Rocket Mortgage, LLC, has not corrected the false shortage created by the Defendants, having the month of June 2023 to do so (see Exhibit 8).

FOR A CAUSE OF ACTION

21. Plaintiff restates each and every allegation above as if stated verbatim here.
22. On May 24, 2023, Defendant Palmetto State Insurance Agency, LLC, allowed it's employee, Mr. Stiglbauer, to work from home. Mr. Stiglbauer may not have been well due to his violent coughing during his conversation with Plaintiff. Mr. Stiglbauer was explicitly told of the situation at hand, that Plaintiff had contacted another insurance agency in April, 2023 and thought he had coverage on his home but the other agency failed to issue the policy. Plaintiff also told Mr. Stiglbauer about Plaintiff's upcoming surgery on May 27, 2023 and that May30, 2023, the date Plaintiff's policy with GEICO expired, was also Memorial Day. Plaintiff asked Mr. Stiglbauer to see if he could get Plaintiff out of the jam caused by Independent Insurance Brokers prior to Plaintiff's surgery on May 27, 2023. Plaintiff thanked Mr. Stiglbauer for his efforts.

23. Later that day, May 24, 2023, Mr. Stiglbauer emailed Plaintiff quotes for his home and auto policies. Plaintiff accepted the policy quotes and again thanked Mr. Stiglbauer. However, Plaintiff did not notice Mr. Stiglbauer had dated the policies for both his home and auto, June 1, 2023.
24. On May 25, 2023, Defendant Palmetto State Insurance Agency, LLC, submitted the policy information to Defendant Rocket Mortgage, LLC. Defendant Rocket Mortgage, LLC, noticed the incorrect effective date on the policy and notified Defendant Palmetto State Insurance Agency, LLC of the error.
25. Mr. Stiglbauer contacted the Plaintiff and notified him of the error and stated he was having to cancel and re-issue the policy with the correct effective date of May 30, 2023. Plaintiff, at this time, did not know that this would become a bigger problem.
26. On June 5, Plaintiff received an email (Exhibit 9) from Defendant Rocket Mortgage, LLC, that an escrow analysis had been performed and his new monthly payment was \$969.59.
27. On June 12, 2023, when Plaintiff received a refund check, Plaintiff saw that Defendant Palmetto State Insurance Agency, LLC, had not issued the policy twice, but three times for payment.
28. As licensed insurance agents by the State of South Carolina, Defendant Palmetto State Insurance Agency, LLC was professionally negligent and breached the professional standard of care (see South Carolina Supreme Court decision, Fowler v Hunter) by failing to exercise reasonable care issuing the policy with the correct effective date and possibly failed to properly cancel previous policies issued.

29. Defendant Rocket Mortgage, LLC was grossly negligent and breached the terms of the mortgage contract in the management of Plaintiff's escrow account by paying premiums submitted for payment by Defendant Palmetto State Insurance Agency, LLC, 3 (three) times for the same policy in 7 (seven) days. The increase of the monthly payment of approximately \$213 far exceeds the amount allowed in Section 3 of the mortgage contract.
30. Plaintiff spoke with Defendant Rocket Mortgage, LLC employee, Ms. Islam on May 30, 2023 (Exhibit 7) and explained to her what had happened and to please hold off with any escrow analysis until the matter has been resolved. This was after the policy was issued twice but before the policy was issued a third time.
31. On June 12, 2023, when Plaintiff received the refund check for one of the premiums paid, Plaintiff called and spoke with Rocket Mortgage, LLC, employee Rance (Exhibit 7). His name, telephone number and extension were provided by Defendant Palmetto State Insurance Agency, LLC employee, Mr. Brandon Stiglbauer. Plaintiff told Mr. Rance, that he had received a refund check, had already deposited the funds into his checking account and would be making an escrow only payment the next morning when the funds from the refund check cleared and to please have a new escrow analysis performed to reduce his monthly payment to the correct amount.
32. Defendant Rocket Mortgage LLC, performed an escrow analysis on June 5, 2023, the day prior to the third premium being paid (Exhibit 9), increasing Plaintiff's monthly payment to \$969.56 but did not perform an escrow analysis to reduce the


- monthly payment for almost 3 (three) months later, on August 29, 2023 (Exhibit 10).
33. Defendant Rocket Mortgage, LLC, should have acted as swiftly to reduce Plaintiff's monthly payment as they were to increase it.
 34. Each Defendant is accountable for their actions and contributed the false shortage in Plaintiff's escrow account and the financial hardship inflicted upon the Plaintiff.
 35. If Defendant Palmetto State Insurance Agency, LLC, had not been professionally negligent and submitted payment to Defendant Rocket Mortgage, LLC, three (3) times in the span of 7 (seven) days, this false shortage would not have occurred and this cause for action would not have been made.
 36. If Defendant Rocket Mortgage, LLC, had not been negligent in the management of Plaintiff's escrow account and breaching the terms of the mortgage contract by collecting excessive escrow amounts by paying multiple premiums for the same homeowner's policy in the span of 7 (seven) days and corrected the error, as swiftly as they were to increase Plaintiff's monthly payment, this cause for action would not have been made.
 37. Although this action is not in Federal Court, it should be noted Defendant Rocket Mortgage, LLC collected more escrow than allowed by Federal law, under RESPA (real Estate Settlement Procedures Act), 12 CFR 1024.17(c)(1)(i) Limits on payments to escrow account ... "In addition, the servicer may charge the borrower a cushion that shall be no greater than one-sixth (1/6) of the estimated total annual payments from the escrow account."

38. Section 3, page 5, of Plaintiff's mortgage (Exhibit 11) states: "Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and **(b) not to exceed the maximum amount a lender can require under RESPA.**"
39. Due to the financial hardship caused by the negligence and breach of contract and/or professional duty of the Defendant's, Plaintiff was unable to pay Rocket Mortgage, LLC, his other creditor, medical expense and monthly living expenses. Since Defendant Rocket Mortgage, LLC caused the financial hardship when they breached the mortgage contract, Plaintiff chose not to pay his monthly payment to them but pay other obligations. This caused Plaintiff's credit rating to be severely damaged (Exhibit 12) and will be on Plaintiff's credit history for 7 (seven) years. Plaintiff could have paid Defendant Rocket Mortgage, LLC, but would have been unable to pay his other obligations. The end result would have been the same with severe damage to Plaintiff's credit history. Defendant Rocket Mortgage, LLC, broke it, and Defendant Rocket Mortgage, LLC, failed to fix it in a timely manner to prevent the harm done to Plaintiff.
40. No reasonable person would pay the same obligation three (3) times in the span of seven (7) days without question. Defendant Rocket Mortgage, LLC, did so and expected Plaintiff to pay for their grossly negligent action and negligently ignored repeated requests from Plaintiff (Exhibit 7) to adjust his monthly payment accordingly to the correct insurance premium amount.

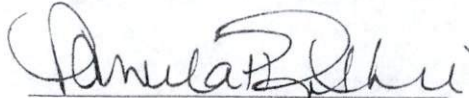
PRAYER FOR RELIEF

41. **WHEREFORE**, Plaintiff also claims actual damages for court filing fees and all associated expenses, including but not limited to postage and copies, accrued interest and any late fees.
42. Therefore, Plaintiff seeks damages from all Defendants in the of amount of two hundred, fifty thousand dollars (\$250,000.00) for Defendant Rocket Mortgage, LLC, for besmirching Plaintiff's reputation and character through credit reporting agencies (Exhibit 12). Plaintiff will suffer increased rates for insurance and may be unable to obtain credit or if able to obtain credit, at higher rates for the next 7 (seven) years.
43. Plaintiff additionally claims actual damages should Defendant Rocket Mortgage, LLC initiate foreclosure proceedings before this action comes before the Court, two-hundred fifty thousand dollars (\$250,000.00) which is consistent with the insured amount of Plaintiff's homeowner's policy issued by Defendant Palmetto State Insurance Agency, LLC, one hundred thousand dollars (\$100,000.00) for loss of use, all packing and moving expense and storage of Plaintiff's personal property.
44. Plaintiff requests punitive damages equal to actual damages for, mental anguish caused from the negligence of the Defendants.

Respectfully submitted,


Plaintiff

SWORN to before me this
25th day of October, 2023


Notary Public for South Carolina
My Commission Expires: 3/27/33

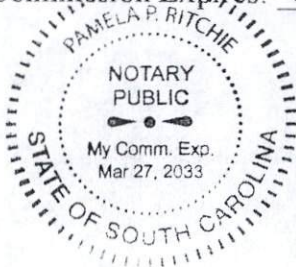


Exhibit 1

ROA 68

Universal Insurance Company of North America

3/24/23

NOTICE OF NON-RENEWAL

INSURED

THOMAS DUKES
711 PARKHURST LN
LEXINGTON, SC 29072-7886

MORTGAGEE

QUICKEN LOANS INC ISAOA
PO BOX 202070
FLORENCE, SC 29502

AGENT:(855)721-9248
EMAIL: homepolicy@geicomail.com
GEICO INSURANCE AGENCY, LLC
ONE GEICO BLVD.
FREDERICKSBURG, VA 22412

ISSUED THROUGH: ARROWHEAD GENERAL INSURANCE AGENCY, INC
POLICY NUMBER: HSC2011818 TERM: 5/30/22 to 5/30/23
ISSUED TO: THOMAS DUKES
LOCATION: UNT1: 711 PARKHURST LN LEXINGTON, SC 29072-7886

The above named company elects to non-renew your policy as provided by the terms and conditions of said policy and in accordance with state law.

Take notice that your policy will terminate and cease to be in force effective on 5/30/23 at 12:01A.M. (Standard Time).

Policy non-renewed due to: UNIVERSAL INSURANCE COMPANY OF NORTH AMERICA HAS DISCONTINUED THE SOUTH CAROLINA HOMEOWNER POLICIES DISTRIBUTED BY ARROWHEAD GENERAL INSURANCE AGENCY.

IMPORTANT NOTICE: Within thirty days of receiving this notice, you or your attorney may request in writing that the director review this action to determine whether the insurer has complied with South Carolina laws in canceling or nonrenewing your policy. If the insurer has failed to comply with the cancellation or nonrenewal laws, the director may require that your policy be reinstated. However, the director is prohibited from making underwriting judgements. If the insurer has complied with the cancellation or nonrenewal laws, the director does not have the authority to overturn this action.

You may be eligible for insurance coverage with another company. Contact your insurance agent, or another insurer for more information. A buyer's guide regarding property insurance shopping and availability is available from the South Carolina Department of Insurance. Call (803) 737-6180 or toll-free at (800) 768-3467, or write the South Carolina Department of Insurance at P.O. Box 100105, Columbia, South Carolina 29202-3105.

COPIES SENT TO:

THOMAS DUKES
QUICKEN LOANS INC ISAOA

ROA 69
INSURED COPY

Exhibit 2

ROA 70

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

Date: **04/06/2023**
 Client: **THOMAS DUKES**
 Address: **711 PARKHURST LN**
LEXINGTON, SC 29072-7886
 Phone: **(803) 530-9443**

AUTO-OWNERS INSURANCE COMPANY SOUTH CAROLINA HOMEOWNERS PROPOSAL

Agency Code: **16-0040-00**
 Contact/Producer: **LOREN BECK**
 Agency: **INDEPENDENT INSURANCE BROKERS & ASSC**
 Address: **PO BOX 985**
IRMO, SC 29063-0985
 Phone: **(803) 749-8210**
 E-Mail: **rzeigler@scinb.com**

Proposal Effective Date: 04/13/2023	Proposal ID: DUKESTHOMAS-ADDLSAVINGS#01
Proposal Totals	
Proposed Total All Locations	\$1,149.75
Total Premium If Paid in Full	\$1,023.28
Location 1: 711 PARKHURST LN LEXINGTON, SC 29072 (Form 3) Primary Dwelling Frame Construction Built in 1992 Asphalt Roof Upgraded in 2013 Protection Class 03	
Property and Liability Coverages	
	Limit
Dwelling	\$223,800
Other Structures	\$22,380
Personal Property	\$156,660
Additional Living Expense	\$44,760
Personal Liability	\$500,000
Medical Payments	\$5,000
Deductible - \$1,000 All Perils	
Premium Discounts That Apply	
Advance Quote Discount	
Claim Free Discount	
Home/Auto Multi-Policy Discount	
Home/Umbrella Multi-Policy Discount	
Mortgage Free Discount	
Coverages That Apply	
	Limit
Water Backup of Sewers or Drains - \$1,000 Deductible	\$5,000
Fire Department Charges	\$500
Loss Assessment Coverage	\$2,500
Revised Limits - Theft of Jewelry, Watches, Furs	\$1,000
Revised Limits - Theft of Guns	\$2,500
Revised Limits - Money	\$250
Revised Limits - Securities	\$1,000
Revised Limits - Theft of Silver, Pewter, Goldware	\$5,000
Revised Limits - Business Property On Premise	\$2,500
THIS PROPOSAL IS VALID FOR 60 DAYS	

TE Dukes

From: TE Dukes <tdukes@palmettoshopper.com>
Sent: Sunday, April 16, 2023 8:15 PM
To: 'Loren Beck'
Subject: RE: Auto Home and Umbrella Quote

Hi,

Hope you enjoyed your vacation and have gotten caught up.

If possible, lets go ahead and get things going. You can make the auto policy effective for 4/30.2023 and the H/O policy 5/30/2023. I pay the auto monthly so that one can start earlier.

Will try to get up with you Monday. Have some things to do Monday AM.

Thanks!!

From: Loren Beck <lbeck@scinb.com>
Sent: Friday, April 7, 2023 3:59 PM
To: TE Dukes <tdukes@palmettoshopper.com>
Subject: RE: Auto Home and Umbrella Quote

Hi Thomas! I am off next week but yes, the auto policy is for 1 year. If you would like to get this taken care of before I get back on Thursday, you can call the office and ask for Elizabeth. She will be able to help you from there.

Thank you and have a great weekend!

Loren Beck

Thank you,
Loren Beck

We will be off Friday April 7th

To celebrate Good Friday

I would love to hear from you. If you think I am doing an Excellent job. I would love a 5 star GO GLE review. Thank you [CLICK HERE.](#)

Personal Lines Account Manager
Independent Insurance Brokers & Associates
Independent Insurance Brokers & Associates

Mailing: PO Box 985 Irmo, SC 29063

Location: 7554 Woodrow St Irmo, SC 29063

(803) 205-4559 Direct Line call/text

(803) 749-8210 Main Office Line

ROA 72

(803) 749-8281 Fax
M-Th 8:30am– 5:00pm
F 8:30am– 2:00pm
lbeck@scinb.com
www.scinb.com

INDEPENDENT
INSURANCE
BROKERS & ASSOCIATES

**Referrals are the highest form of professional compliment.
Who do you trust with your life? Please call us for a quote.**

Please note, coverage cannot be bound via the email system. Please confirm with an agent before assuming coverage.

From: TE Dukes <tdukes@palmettoshopper.com>
Sent: Thursday, April 6, 2023 8:38 PM
To: Loren Beck
Subject: RE: Auto Home and Umbrella Quote

Hello,

Sorry, I didn't check my email until after you had closed. The quotes look good. I'm assuming the auto policy is for 12 month, correct?

Guess I'll speak with you on Monday. Hope you have a blessed weekend.

Thanks!!

From: Loren Beck <lbeck@scinb.com>
Sent: Thursday, April 6, 2023 4:10 PM
To: tdukes@palmettoshopper.com
Subject: Auto Home and Umbrella Quote

Good afternoon!

I have gone through all of our companies, and these were the lowest rates I could find. I did quote it up a few different ways for you, but this is the policy I would recommend. When we discuss this further, I can go over other options as well. Let me know what you think, and I look forward to speaking with you. I will be here for the next hour but then I will be out of the office tomorrow until next Thursday. If you would like to proceed before then please call the main office line and ask for Elizabeth.

Thanks,
Loren

ROA 73

Thank you,
Loren Beck

We will be off Friday April 7th

To celebrate Good Friday

I would love to hear from you. If you think I am doing an Excellent job, I would love a 5 star GOOGLE review. Thank you CLICK HERE.

Personal Lines Account Manager
Independent Insurance Brokers & Associates
Independent Insurance Brokers & Associates

Mailing: PO Box 985 Irmo, SC 29063

Location: 7554 Woodrow St Irmo, SC 29063

(803) 205-4559 Direct Line call/text

(803) 749-8210 Main Office Line

(803) 749-8281 Fax

M-Th 8:30am– 5:00pm

F 8:30am– 2:00pm

lbeck@scinb.com

www.scinb.com

INDEPENDENT
INSURANCE
BROKERS & ASSOCIATES

7=
Referrals are the highest form of professional compliment.
Who do you trust with your *life*? Please call us for a quote.

Please note, coverage cannot be bound via the email system. Please confirm with an agent before assuming coverage.

From: Loren Beck
Sent: Wednesday, April 5
To: 'dukes@palmettoshopper.com' <dukes@palmettoshopper.com>
Subject: Contact information

Good afternoon!

I am Still working on your quote and will get it to you as soon as I can. My contact information is below! Thanks 😊

Thank you,

ROA 74

Loren Beck

I would love to hear from you. If you think I am doing an Excellent job. I would love a 5 star GOOGLE review. Thank you [CLICK HERE](#).

Personal Lines Account Manager
Independent Insurance Brokers & Associates
Independent Insurance Brokers & Associates

Mailing: PO Box 985 Irmo, SC 29063

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INSURANCE
BROKERS & ASSOCIATES

Referrals are the highest form of professional compliment.
Who do you trust with your *life*? Please call us for a quote.

Please note, coverage cannot be bound via the email system. Please confirm with an agent before assuming coverage.

ROA 75

Exhibit 3

ROA 76

TE Dukes

From: TE Dukes <tdukes@palmettoshopper.com>
Sent: Wednesday, May 24, 2023 8:07 AM
To: 'Elizabeth Hinojos'
Subject: RE: Auto Home and Umbrella Quote

I am not agreeing to a premium of \$1200. An offer was made and accepted by an agent for your company for \$1023.28.

Looks like the old bait and switch to me.

I would highly suggest you find me a policy for that amount.

From: Elizabeth Hinojos <ehinojos@scinb.com>
Sent: Tuesday, May 23, 2023 9:57 PM
To: TE Dukes <tdukes@palmettoshopper.com>
Subject: RE: Auto Home and Umbrella Quote

I am sending policy documents via DocuSign for e-signature. Please be sure to review application carefully and let me know if you identify any discrepancies. The original application cannot be altered however, if needed, I can process an endorsement to make any corrections.

As mentioned, I will ask Jacob to reach out to you tomorrow. In the meantime, please let me know if you have any questions.

Thank you,

We would love to hear from you. If you think we are doing an Excellent job, we would love a 5 star GO GLE review. Thank you. [Click here.](#)

Elizabeth Hinojos

Independent Insurance Brokers & Associates

Mailing: PO Box 985 Irmo, SC 29063
Location: 7554 Woodrow St Irmo, SC 29063
(803) 205-4557 Direct
(803) 749-8210 Office
(803) 749-8281 Fax
www.scinb.com

From: TE Dukes <tdukes@palmettoshopper.com>
Sent: Tuesday, May 23, 2023 6:18 PM
To: Elizabeth Hinojos <ehinojos@scinb.com>
Subject: RE: Auto Home and Umbrella Quote

I am not happy. Too late to do anything at this point.

ROA 77

Exhibit 4

ROA 78

Auto-Owners INSURANCE

LIFE · HOME · CAR · BUSINESS

Date: 05/23/2023

Client: THOMAS DUKES

Address: 711 PARKHURST LN
LEXINGTON, SC 29072-7886

Phone: (803) 530-9443

AUTO-OWNERS INSURANCE COMPANY SOUTH CAROLINA HOMEOWNERS PROPOSAL

Agency Code: 16-0040-00

Contact/Producer: ELIZABETH CARRION

Agency: INDEPENDENT INSURANCE BROKERS & ASSC

Address: PO BOX 985
IRMO, SC 29063-0985

Phone: (803) 749-8210

E-Mail: rzeigler@scinb.com

Proposal Effective Date: 05/30/2023	Proposal ID: DUKESTHOMAS#05
Proposal Totals	
Proposed Total All Locations	\$1,230.21
Location 1: 711 PARKHURST LN LEXINGTON, SC 29072 (Form 3) <i>Primary Dwelling</i> Frame Construction Built in 1992 Asphalt Roof Upgraded in 2013 Protection Class 03	
Property and Liability Coverages	
	Limit
Dwelling	\$200,100
Other Structures	\$20,010
Personal Property	\$100,050
Additional Living Expense	\$40,020
Personal Liability	\$500,000
Medical Payments	\$5,000
Deductible - \$1,000 All Perils	
Premium Discounts That Apply	
Advance Quote Discount	
Claim Free Discount	
Home/Auto Multi-Policy Discount	
Coverages That Apply	
	Limit
Homeowners Plus	
Mortgage Extra Expense per Month \$1,000 Deductible	\$250
Refrigerated Products Coverage \$250 Deductible	\$750
Tree Debris Removal Glass Breakage \$250 Deductible	\$1,000
Domestic Appliance Seepage or Leakage \$1,000 Deductible	\$50,000
Increased Cost Endorsement	
Personal Property Replacement Cost	
Water Backup of Sewers or Drains - \$1,000 Deductible	\$5,000
THIS PROPOSAL IS VALID FOR 60 DAYS	

Exhibit 5

10,000 Points

Dashboard

Money

Mortgage

Escrow Account

Extra Services

Contact Us

Sign Out

ROA 81

Taxes And Insurance Payment History

This chart shows all payments we've made from your escrow account to cover your taxes and insurance. You can [learn more about your escrow account here](#).

Date Paid	Payment Type	Paid To	Amount
Apr 06, 2021	Hazard Insurance	MAIN STREET AMERICA INS	\$1,073.00
Mar 16, 2021	Hazard Insurance	MAIN STREET AMERICA INS	\$1,079.00
Mar 15, 2021	Hazard Insurance	MAIN STREET AMERICA INS	\$1,067.00
Nov 21, 2020	County Tax	LEXINGTON COUNTY	\$787.98
May 19, 2020	Hazard Insurance	ARROWHEAD GENERAL	\$1,203.00
Nov 03, 2019	County Tax	LEXINGTON COUNTY	\$776.61

Our Sister Companies

ROCKET Mortgage

Rocket Mortgage

Your Loans

About Us

Rocket Mortgage

Support

Talk To Us

Connect With Us



Chat Now



Exhibit 6

ROA 82

TE Dukes

From: Rocket Mortgage <RocketMortgage@t.RocketMortgage.com>
Sent: Tuesday, June 13, 2023 7:46 AM
To: tdukes@palmettoshopper.com
Subject: Your payment has been scheduled.

[View your one-time payment](#)

[View Online](#)

ROCKET Mortgage

[PAYMENT CENTER](#)

[DOCUMENTS](#)

[MOBILE APP](#)

[LOAN INFORMATION](#)

Hi Thomas,

Your payment has been scheduled for the loan ending in 5961.

Loan Information

Scheduled Date:	June 13, 2023
Payment Amount:	\$1,067.00
From Bank Account Ending in:	0859
Payment Confirmation Code:	WS3224U1

Keep in mind, it may take 1 to 2 business days for payments to be reflected in your bank account.

You can always visit [Rocket Mortgage](#) to view your payment history, loan information and more.

[Sign In](#)

[View FAQ](#)

[Contact Us](#) **ROA 83** [Sign In To Rocket Mortgage®](#)

Exhibit 7

TE Dukes

From: Islam from Rocket Mortgage <stellareplies@sc.rocketmortgage.com>
Sent: Tuesday, May 30, 2023 9:29 AM
To: tdukes@palmettoshopper.com
Subject: You recently connected with Islam

ROCKET

Mortgage

You recently connected with:



Islam
Detroit, Michigan

Moving forward within the Rocket Mortgage team in Servicing Communication Specialist to provide, answer & navigate clients.

Overall, how would you rate your experience with Islam?

POOR

EXCELLENT

ATTENTION: This mailbox is unmonitored. If you need help, please visit www.rocketmortgage.com/talk-to-us. Please do not reply or send attachments to this email address, as they will not be received.

ROA 86

TE Dukes

From: Rance from Rocket Mortgage <stellareplies@sc.rocketmortgage.com>
Sent: Monday, June 12, 2023 4:16 PM
To: THOMAS DUKES
Subject: You recently connected with Rance

ROCKET Mortgage

You recently connected with:

ROCKET
Mortgage

Rance
Detroit, Michigan

I love working at Rocket Mortgage!

Overall, how would you rate your experience with Rance?

POOR

EXCELLENT

ATTENTION: This mailbox is unmonitored. If you need help, please visit www.rocketmortgage.com/talk-to-us. Please do not reply or send attachments to this email address, as they will not be received.

Medallia
ROA 87
Powered by CONTACT CONNECT

Exhibit 8

ROCKET

Thomas Dukes

10,000 Points

Dashboard

Money

MY ROCKET

Mortgage

711 Parkhurst Ln

Explore Services

Contact Us

Sign Out

New! Customize your dashboard.
Now, you can focus on what's most important to you with [Manage Dashboard Tools](#).

Welcome, Thomas.

[Manage Dashboard Tools](#)

MORTGAGE Presented by ROCKET Mortgage

SPENDING Presented by ROCKET Money

711 PARKHURST LN

Remaining Loan Balance

\$79,545.96

[View Mortgage Details](#)



Monthly Payment Amount

\$969.59

[Go To Payment Center](#)

Already made or scheduled a payment for this month? [view your activity and manage payments in the Payment Center.](#)

Keep track of your monthly spend across all of your accounts.

[Link Accounts](#)

FINANCIAL CALENDAR Presented by ROCKET Money

CREDIT SCORE EquifaxScore: 3.0 Presented By TransUnion

ROA 89

Exhibit 9

ROA 90

TE Dukes

From: Rocket Mortgage <RocketMortgage@t.RocketMortgage.com>
Sent: Monday, June 5, 2023 3:20 PM
To: tdukes@palmettoshopper.com
Subject: Your escrow analysis is complete.

[Review the changes to your taxes and insurance.](#)

[View Online](#)

ROCKET Mortgage

[PAYMENT CENTER](#)

[DOCUMENTS](#)

[MOBILE APP](#)

[LOAN INFORMATION](#)



Great news!

Your escrow analysis experience has been improved. [Check it out.](#)

Your escrow analysis statement is ready.

Hi Thomas,

As a result of your most recent escrow analysis, your mortgage payment for the loan ending in 5961 may change effective July 1, 2023.

Sign in to [Rocket Mortgage](#) to view your statement today.

[View My Statement](#)

[View FAQ](#)

[Contact Us](#)

[Sign In To Rocket Mortgage](#)

ROA 91

Exhibit 10

ROA 92

TE Dukes

From: Rocket Mortgage <RocketMortgage@t.RocketMortgage.com>
Sent: Tuesday, August 29, 2023 11:20 AM
To: tdukes@palmettoshopper.com
Subject: Your escrow analysis is complete.

[Review the changes to your taxes and insurance](#)

[View Online](#)

ROCKET Mortgage

[PAYMENT CENTER](#) [FAQ](#) [MOBILE APP](#) [DOCUMENTS](#)

ROCKET Mortgage
Hello, Thomas



Hi Thomas,

As a result of your most recent escrow analysis, your mortgage payment for the loan ending in 5961 may change effective October 1, 2023.

Sign in to [Rocket Mortgage](#) to see your statement today.

Watch your personalized video, which includes payment details and goes over the changes to your taxes and insurance.

ROA 93

Exhibit 11

ROA 94

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.



Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the



SOUTH CAROLINA - Single Family - FannieMae/FreddieMac UNIFORM INSTRUMENT WITH MERS

VMP® -6A(SC) (1302).00

Page 5 of 15

Initials: *TD*

Form 3041 1/01

ROA 95

Exhibit 12

ROA 96

Synchrony Bank
PO Box 71754
Philadelphia, PA 19176-1754

56939

09/11/2023

THOMAS DUKES
711 PARKHURST LN
LEXINGTON SC 29072-7886

Regarding your ENGLERT- LEAFGUARD/SYNCB account ending in 4555

Dear Thomas Dukes,

After a review of your account, Synchrony Bank has decided to close your account.

Our decision was based in part on a scoring system that was used to predict your creditworthiness. The reason(s) for our decision are listed below.

- Delinquent Or Derogatory Real Estate Secured Loan
- Delinquent Or Derogatory Status On Real Estate Secured Loan Is Too Recent
- Balances On Accounts Too High Compared To Credit Limits And Loan Amounts
- Unpaid Collections

Some information used to make this decision was obtained from the consumer reporting agency listed below. This consumer reporting agency did not make this credit decision and is unable to provide you with the *specific reason(s) for our action*. If you believe there may be information on your credit bureau that is not correct, we suggest you contact the consumer reporting agency below to verify the information.

Information about your External Credit Score used in this evaluation for credit

In addition, we also obtained an external credit score from the consumer reporting agency listed below and used it in part in making our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes. The credit score below was developed using standard industry methods and was used in evaluating the action taken on your account. The credit score may differ from the score you may obtain from a consumer reporting agency.

Please see reverse side for important information

Account is owned by Synchrony Bank

ROA 97

Your credit score: 573
Date: August 31, 2023

Scores range from a low of 300 to a high of 850.

Key factors that adversely affected your credit score:

- Delinquent Or Derogatory Real Estate Secured Loan
- Delinquent Or Derogatory Status On Real Estate Secured Loan Is Too Recent
- Balances On Accounts Too High Compared To Credit Limits And Loan Amounts
- Unpaid Collections

While the date of the credit score may not be recent, your score has likely not changed significantly since this date. We receive updated scores on a periodic basis, and when significant changes occur. If you believe there may be information on your credit bureau that is not correct, we suggest you contact the consumer reporting agency below to verify the information.

TRANSUNION CONSUMER RELATIONS
WWW.TRANSUNION.COM/MYOPTIONS
2 BALDWIN PLACE/P.O. BOX 1000
CHESTER, PA 19022
800-888-4213

If there is a balance on your account, it remains due, according to the terms and conditions of the account.

If you have any questions, please call the phone number listed below.

Sincerely,

Synchrony Bank
1-800-250-5411

ROA 98

Synchrony Bank
PO Box 71726
Philadelphia, PA 19176-1726

116591

09/24/2023

THOMAS E DUKES
711 PARKHURST LN
LEXINGTON SC 29072-7886

Regarding your Lowe's® Advantage Card account ending in 3931

Dear Thomas E Dukes,

Based on a recent review of your account, Synchrony Bank has lowered your credit line to \$2,430. Your account remains open and available for use, subject to the new credit line.

Our decision was based in part on a scoring system that was used to predict your creditworthiness. The reason(s) for our decision are listed below.

- Delinquent Or Derogatory Real Estate Secured Loan
- Delinquent Or Derogatory Status On Real Estate Secured Loan Is Too Recent
- Balances On Accounts Too High Compared To Credit Limits And Loan Amounts
- Unpaid Collections

Some information used to make this decision was obtained from the consumer reporting agency listed below. This consumer reporting agency did not make this credit decision and is unable to provide you with the specific reason(s) for our action. If you believe there may be information on your credit bureau that is not correct, we suggest you contact the consumer reporting agency below to verify the information.

Information about your External Credit Score used in this evaluation for credit

In addition, we also obtained an external credit score from the consumer reporting agency listed below and used it in part in making our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes. The credit score below was developed using standard industry methods and was used in evaluating the action taken on your account. The credit score may differ from the score you may obtain from a consumer reporting agency.

Please see reverse side for important information

Account is owned by Synchrony Bank

ROA 99

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be



in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the



q03482525961 0233 272 0515

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP -6A(SC) (1302).00

Page 5 of 15

Initials: TC

Form 3041 1/01

ROA 102

Thomas E. Dukes
711 Parkhurst Lane
Lexington, South Carolina 29072
(803) 530-9443

FILED

2023 OCT -9 PH 1:52

LISA M. COMER
CLERK OF COURT
LEXINGTON SC

October 2, 2023

Clerk of Court
205 East Main Street
Lexington, SC 29072


RE: Case No. 2023CP3202473, Thomas E. Dukes v Rocket Mortgage, LLC,
Independent Insurance Brokers & Associate, LLC and Palmetto State Insurance
Agency, LLC

Subject: False sworn statement

It appears, Mr. Eric Gibson, Senior Foreclosure Analyst for Defendant Rocket Mortgage, LLC has blatantly made a false statement in his sworn, written testimony. Mr. Gibson, swears I, Thomas E. Dukes, never submitted a refund check to Defendant Rocket Mortgage, LLC. As seen in Defendant's letter dated June 8, 2023, it instructs Plaintiff to make an escrow only payment which was made on June 13, 2023. I was previously instructed by Defendant Palmetto State Insurance Agency, LLC, to do this as they had been in communication with Defendant Rocket Mortgage, LLC and this is the way they were instructed to return the monies.

This was stated in the original complaint dated July 3, 2023. I look forward to questioning Mr. Gibson under oath.

Regards,



Thomas E Dukes
Plaintiff

cc: Brent B. Young

ROA 103

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

THOMAS E. DUKES)
_____)
Plaintiff,)

vs.)

Case No.: 2023-CP-3202473

ROCKET MORTGAGE, LLC,)
INDEPENDENT INSURANCE BROKERS & ASSOCIATES, LLC)
PALMETTO STATE INSURANCE AGENCY, LLC)
_____)
Defendant.)

I certify that on this date, I served a copy of evidence in this action, dated
, on October, 2, 2023 by

- Delivering it to him/her personally;
- Mailing it to him/her, at his/her last known address, by depositing it in the U.S.

Mail, in an envelope with sufficient postage affixed, addressed as follows:

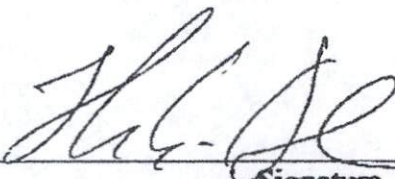
Mr. Brent B. Young
Baker, Donelson, Caldwell, Berkowitz, PC
PO Box 30338
Johnson City, TN 37604

- Delivering it by commercial delivery service in accordance with Rule 4(d)(9),

SCRCP, addressed as follows: ; or,

- Other:

10-02-2023
Date


Signature

4. As Senior Foreclosure Analyst at Rocket Mortgage, I am familiar with the manner in which the business records of Rocket Mortgage are kept. In that regard, I can affirmatively state that the Mortgage referred to herein was kept as a regular practice in the course of Rocket Mortgage's regularly conducted business activity, and that it was made at or near the time it was recorded.

5. Between April 2023 and June 2023, Rocket Mortgage received several insurance policy premium invoices for Thomas E. Duke's real property located at 711 Parkhurst Lane, Lexington, South Carolina 29072.

6. As is standard practice, Rocket Mortgage pays all of the insurance policy premium invoices that it receives. Rocket Mortgage then applies that amount to the escrow items. Indeed, this is described in the terms of the Mortgage. Section three of the Mortgage explains funds for escrow items:

Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payments of amounts due for: ... (c) premiums for any and all insurance required by Lender under Section 5.

Mortgage at page 4 (emphasis added). Further, Section 5 titled "Property Insurance" states:

Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument.

Mortgage at page 6 (emphasis added).

7. At no point did Rocket Mortgage receive any refund checks from any insurers that submitted insurance policy premium invoices. Any insurance policy premium refund would have been sent to Thomas E. Dukes. It is incumbent of Thomas E. Dukes to submit via payment any refund check for insurance policy premiums to Rocket Mortgage so that the escrow items can be adjusted. Thomas E. Dukes never submitted via payment any refund check for insurance policy premiums to Rocket Mortgage.

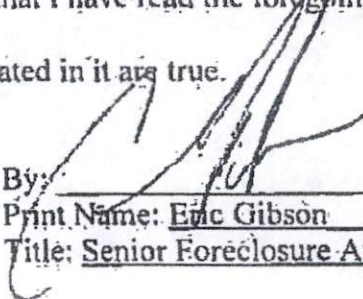
8. At no time was Rocket Mortgage placed in any superior position with respect to Thomas E. Dukes.

9. Thomas E. Dukes never reposed any special trust into Rocket Mortgage.

10. Rocket Mortgage did not exercise any influence, whatsoever, over Thomas E. Dukes.


FURTHER AFFIANT SAYETH NAUGHT.

Under penalties of perjury, I declare that I have read the foregoing AFFIDAVIT OF Senior Foreclosure Analyst that the facts stated in it are true.

By: 
Print Name: Eric Gibson
Title: Senior Foreclosure Analyst

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss:

The foregoing instrument was acknowledged before me this 7th day of Sept. 2023, by Eric Gibson, in his/her capacity as Senior Foreclosure Analyst for Rocket Mortgage, LLC, who is personally known to me, and did not take an oath.


Print Name: Susan L. Dennis

Thomas E. Dukes
711 Parkhurst Lane
Lexington, South Carolina 29072
(803) 530-9443

October 10, 2023

Clerk of Court
205 East Main Street
Lexington, SC 29072

LISA M. COMER
CLERK OF COURT
LEXINGTON SC

2023 OCT 13 PM 12:40

FILED

RE: Case No. 2023CP3202473, Thomas E. Dukes v Rocket Mortgage, LLC,
Independent Insurance Brokers & Associate, LLC and Palmetto State Insurance
Agency, LLC

Subject: False sworn statement

It appears there is second false sworn statement. This time given by Mr. Brian Stiglbauer, Account Executive for Palmetto State Insurance Agency, LLC. In his sworn statement dated August 4, 2023, Mr. Stiglbauer states:

1. "On May 24th, 2023, Mr. Dukes contacted me about a home and auto policy. He mentioned the "bait and switch" from another insurance company, but led me to believe that he previously had insurance through that agency and was not honest about the fact that he had a non-renewal from Geico."
2. "I used a policy rater for a package policy to determine the best rate I could find for Mr. Dukes. He provided me with the effective date when asked of 6/1/2023 for the 1st policy. This policy was processed on 5/24/2023."

Both these statements are not true. As to the non-renewal, it is Exhibit 1 in the complaint. As for the second statement, I will easily disproved that statement in Court.

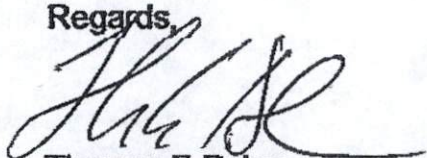
I believe both instances meet the South Carolina definition of perjury, SECTION 16-9-10. Perjury and subornation of perjury. (A)(1) **It is unlawful for a person to wilfully give false, misleading, or incomplete testimony under oath in any court of record, judicial, administrative, or regulatory proceeding in this State.**

I would ask the Court to consider criminal charges against Mr. Stiglbauer and as previously report, against Mr. Eric Gibson of Rocket Mortgage, LLC.

ROA 108

I look forward to questioning Mr. Stiglbauer and Mr. Gibson under oath.

Regards,

A handwritten signature in black ink, appearing to read 'T. E. Dukes', written in a cursive style.

Thomas E Dukes
Plaintiff

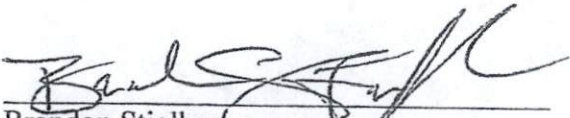
cc: Brent B. Young
McCutchen McLean, LLC

I, Brandon Stiglbauer, swear and affirm as follows:

1. On May 24th, 2023, Mr. Dukes contacted me about a home and auto policy. He mentioned the "bait and switch" from another insurance company, but led me to believe that he previously had insurance through that agency, and was not honest about the fact that he had a non-renewal from Geico.
2. I used a policy rater for a package policy to determine the best rate that I could find for Mr. Dukes. He provided me with the effective date when asked of 6/1/2023 for the 1st policy. This policy was processed on 5/24/2023.
3. After submitting the new policy information to Rocket Mortgage, Mr. Dukes called back stating that the date that he provided me was incorrect (still before the needed effective date of 5/30/2023). I consulted with the policy provider to determine how to handle. They do not allow changes to effective dates after issue of a policy. so it was determined that a cancel and rewrite was appropriate. All information had to be re-entered and submitted as a new policy, which took place on 5/25/2023. The changes were made and the new policy with the correct effective date, 5/30/2023, was issued before any lapse in coverage. There was a minimal difference in premium of \$12.
4. On June 12, 2023, Mr. Dukes called with a billing issue.
5. He was very rude and threatened lawsuits before I or anyone at our agency knew about any billing issues. He also informed me that he had received a refund check for the original policy the week before, but didn't know what to do with them. and that there was a 3rd charge to his escrow account. I then called the policy provider and Rocket Mortgage to investigate what happened. I was unable to get an answer on why the 3rd charge was made (possible billing error due to all the activity), but I was able to get Rocket Mortgage to put a stop payment on this check. The 1st and 2nd charges were due to the policies being issued and invoiced. Main Street America is a direct bill company, and Palmetto State Insurance does not charge the insured, only provide payment information to Main Street America.
6. When the 1st policy was cancelled, Mr. Dukes was immediately sent a refund check. I discussed with Rocket Mortgage to determine how he should handle. I was told there were 3 possible solutions, but they were limited on what they could discuss with me and suggested that he call back. I provided Mr. Dukes with a direct phone number to the escrow department at Rocket Mortgage for them to tell him how they wanted to handle. At last contact, Mr. Dukes was contacting Rocket Mortgage to discuss a solution, and he was in possession of the refund check for the only overpayment from his escrow account to the company issuing the policy since the stop payment was issued on the other.

[Signature page to follow]

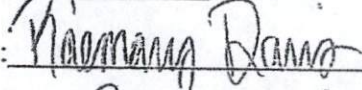
Dukes v. Palmetto State Insurance Agency, LLC, et al.
Case No.: 2023-CP-32-02473
Affidavit Signature Page



Brandon Stiglbauer

SWORN TO AND SUBSCRIBED BEFORE ME

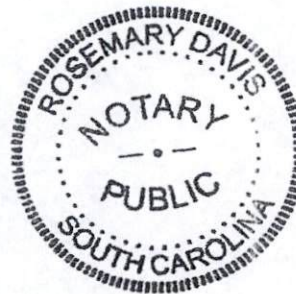
This 4th day of August, 2023

Notary Signature:  _____

Print Name of Notary: Rosemary Davis _____

Notary Public of South Carolina

My Commission Expires: _____
My Commission Expires
April 2, 2025



Thomas E. Dukes
711 Parkhurst Lane
Lexington, South Carolina 29072
(803) 530-9443
tdukes@palmettoshopper.com

FILED

2023 DEC 14 PM 2:41

LISA H. COMER
CLERK OF COURT
LEXINGTON SC

December 12, 2023

Clerk of Court
205 East Main Street
Lexington, SC 29072

RE: Case No. 2023CP3202473, Thomas E. Dukes v Rocket Mortgage, LLC and
Palmetto State Insurance Agency, LLC

Subject: Evidence

Dear Honorable Madam Clerk:

I am sending this evidence in case the hearing is via Webex so that all parties have
copies.

Defendant Rocket Mortgage and its attorney, Mr. Brent B. Young has thrown shade at
this Court stating "a second bite at the proverbial apple" and has made claims in hopes to pull the
"proverbial" wool over this Court's eyes.

- a) In Mr. Young's Motion to Dismiss regarding fiduciary duty, Mr. Young cited two
cases, Brown v. C & S Real Estate Serv's and Burwell v. South Carolina Nat'l
Bank. Brown v. C & S Real Estate Serv's references Burwell v. South Carolina
Nat'l Bank for its decision. In the decision, the Court stated, "In the present case,"
meaning this case is not a precedent for other cases (Exhibit 1, page 4). Mr.
Young is throwing the "proverbial" spaghetti against the wall hoping it will stick
and no one check his math. Plaintiff would argue there is a fiduciary duty as
Defendant Rocket Mortgage, LLC requires an escrow account and maintains sole
control over the monies disbursed. Not only do they require an escrow account,

ROA 112

they forced Plaintiff to pay monies not owed and breaching the mortgage contract with Plaintiff, causing the loan to become delinquent. Plaintiff would argue this is a superior position. They are negligent when they play fast and loose with a customer's funds and have no safeguards in place to prevent multiple payments for the same HOI policy.

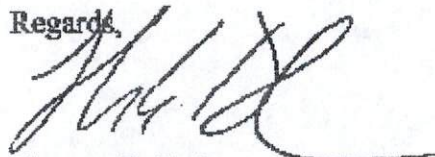
- b) In Mr. Young's Motion against Plaintiff's Motion for Summary Judgement, Mr. Young knowingly used a false statement from Defendant Rocket Mortgage, LLC employee, Mr. Eric Gibson, stating Plaintiff had not returned the insurance refund.
- c) In Mr. Young's most recent Motion to Dismiss, Mr. Young makes the claim that the reference Plaintiff made regarding RESPA, is for a cushion allowed under Federal regulations. If it wasn't a cushion, what was it? All monies had been returned in June but Defendant Rocket Mortgage continued to collect excessive amounts. Defendant Rocket Mortgage, LLC forced Plaintiff to pay two monthly payments of \$969.59 on monies not owed, breaching the mortgage contract. This appears to be retaliation against Plaintiff for filing an action against Defendant Rocket Mortgage, LLC. Seems Mr. Young wants his "proverbial" cake and eat it too.

On October 3, 2023, Plaintiff filed a complaint with the Consumer Financial Bureau (CFPB) regarding this issue. Defendant Rocket Mortgage, LLC had 15 days to respond. They took until December 1, 2023 to reply, almost two months.

In their response, Defendant Rocket Mortgage, LLC employee, Cierra Riddle made false claims under oath, to federal investigators. In that complaint, Plaintiff requested recorded phone

conversations between Plaintiff and various Rocket Mortgage employees. Defendant Rocket Mortgage, LLC refused to provide those recordings. In Rocket Mortgage, LLC's response, Ms. Riddle stated I did not request an escrow analysis until August 15, 2023 which is blatantly false (Exhibit 2, page 3). I made a request on June 12, 2023 in my telephone conversation with Defendant Rocket Mortgage, LLC employee Mr. Rance and requested the escrow analysis at the end of May and first of June to be stopped until the overpayment issue had been resolved, in my telephone conversation with Defendant Rocket Mortgage, LLC employee, Ms. Islam, on June 6, 2023. In both cases, Plaintiff was ignored, proving negligence and possibly retaliation. Mr. Young has stated this was not a "cushion". At this point, it should be noted, anything coming for Defendant Rocket Mortgage, LLC or it's attorney Mr. Young, should be taken with the "proverbial" grain of salt.

Regards,



Thomas E. Dukes
Plaintiff

Enclosures

cc: Mr. Brent B. Young

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

THOMAS E. DUKES)

Plaintiff,)

vs.)

ROCKET MORTGAGE, LLC, and)
PALMETTO STATE INSURANCE AGENCY, LLC)

Defendant.)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

Case No.: 2023-CP-3202473

LISA M. COHEN
CLERK OF COURT
LEXINGTON, SC

2023 DEC 14 PM 2:41

FILED

I certify that on this date, I served a copy of evidence in this action, dated
, on December 12, 2023 by

- Delivering it to him/her personally;
- Mailing it to him/her, at his/her last known address, by depositing it in the U.S.

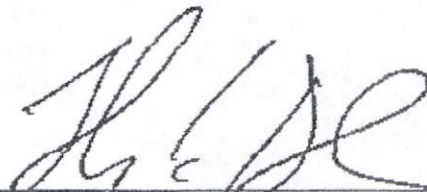
Mail, in an envelope with sufficient postage affixed, addressed as follows:

Mr. Brent B. Young
Baker, Donelson, Caldwell, Berkowitz, PC
PO Box 30338
Johnson City, TN 37604

Delivering it by commercial delivery service in accordance with Rule 4(d)(9),
SCRPC, addressed as follows: ; or,

Other:

12-12-2023
Date


Signature

ROCKET Mortgage

1050 Woodward Ave.
Detroit, MI 48226

on the information provided, and on May 30, 2023, we disbursed an HOI premium payment on your behalf in the amount of \$1,079 to Main Street America accordingly. On June 6, 2023, Assurant received evidence of your HOI policy (51G3245Y) with Main Street America, effective June 1, 2023 – June 1, 2024. Your account was updated based on the information provided, and on that same day, we disbursed an HOI premium payment on your behalf in the amount of \$1,073 to Main Street America accordingly.

On May 30, 2023, you contacted our Client Relations Team requesting we complete an escrow analysis of your account, and on May 31, 2023, we completed the escrow analysis as requested. When reviewing the account, we determined the balance was \$2,403.08 less than it should be. As explained in the *Escrow Account Disclosure Statement*, your escrow account's required minimum balance was \$336.37. The required minimum balance is determined by REPSA, the mortgage contract, or state law. Based on the analysis, you were projected to have a balance of negative \$2,066.71 when your account was at its lowest amount, which meant that you had a shortage of \$2,403.08. The shortage was caused by us having to disburse more for your HOI than anticipated. With the shortage spread over 12 months, your monthly payment adjusted from \$802.63 to \$969.59 effective July 1, 2023.

On June 12, 2023, your insurance agent contacted Assurant indicating Main Street America no longer needed the HOI premium we paid on your behalf in the amount of \$1,073 on June 6, 2023. Therefore, we requested a stop payment on the check in the amount of \$1,073, and the funds were applied to your escrow account on June 20, 2023.

On August 15, 2023, our Executive Office contacted you regarding your concerns about not being able to afford your monthly payment in the amount of \$969.59 and requested another escrow analysis to be completed to adjust your monthly payment, which was completed on August 21, 2023. When reviewing the account, we determined the balance was \$560.43 more than it should be. As explained in the *Escrow Account Disclosure Statement*, your escrow account's required minimum balance was \$310.16. The required minimum balance is determined by REPSA, the mortgage contract, or state law. Based on the analysis, you were projected to have a \$870.59 balance when your account was at its lowest amount, which meant you had an overage of \$560.43. The overage was caused by the escrow-only payment you scheduled on your online account on June 13, 2023, in the amount of \$1,067, and the funds applied to your escrow account on June 20, 2023, in the amount of \$1,073. The overage was originally refunded to you in the form of a check, and your monthly payment was scheduled to adjust from \$969.59 to \$756.23 effective October 1, 2023.

Payment History

On August 28, 2023, our Executive Office contacted you, and you requested to schedule a payment in the amount of \$969.59 to process that day, which was applied to your July 2023 payment. That same day, you requested that we stop payment on the overage check in the amount of \$560.43 and apply the funds towards your August 2023 payment.

On September 12, 2023, your overage in the amount of \$560.43 was placed into a non-interest bearing suspense account because we are unable to apply partial payments per the terms of your Mortgage. Subsequently, on September 20, 2023, our Executive Office contacted you, and you requested to schedule a payment in the amount of \$756.23 to process that day, which was combined with your suspense funds for a total of \$1,316.66. Of this amount, \$969.59 was applied to your August 2023 payment, and the remaining funds in the amount of \$347.07 remained in your non-interest bearing suspense account.

Defendant Rocket Mortgage and attorney Mr. Brent B. Young also violated SCRP 41.2(a)(3) by exposing Plaintiff's mortgage loan account number in the above mention Affidavit (this may have been corrected by now).

Plaintiff also believes his complaint met or exceed the requirements of SCRPC 8(a) in that he showed there was a breach of contract, violations of the RESPA Act (see Sections 29, 36, 37 and 39 of the Amended Complaint) and damages to his credit with evidence available at the time of filing (see Exhibit 12 of the Amended Complaint) and which has become far worse since that time. This breach lasted from June 5, 2023 to August 29, 2023.

The action taken by Synchrony Bank against Plaintiff was very likely the result of a "soft pull" of Plaintiff's credit allowed under the Fair Credit Reporting Act (FCRA) Section 604(a)(3)(F) for creditors, insurers and employers. As a creditor of the Plaintiff, Defendant Rocket Mortgage, LLC also has the ability to perform a "soft pull".

Defendant Rocket Mortgage, LLC was granted a stay in the discovery process. Plaintiff stated before this Court that many questions remain to be answered. The damage to Plaintiff's credit can also be determined under this process. Rejecting Plaintiff's complaint under SCRP 12)(b)(6) at this point, is premature without all the facts.

2024 MAR 26 AM 11:06
LISA M. CORNER
CLERK OF COURT
LEXINGTON SC

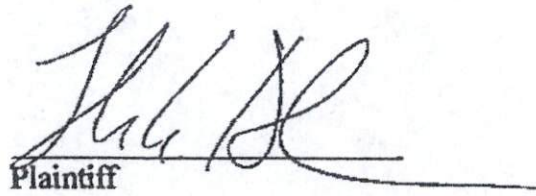
FILED

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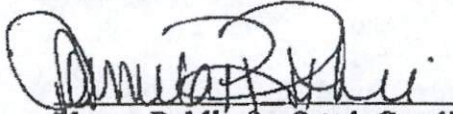
2024 MAR 26 AM 11:06

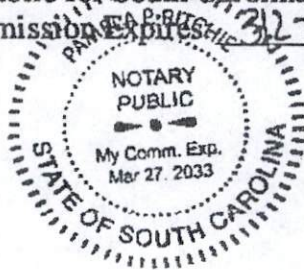
LISA L. COMER
CLERK OF COURT
LEXINGTON SC

Respectfully submitted,


Plaintiff

SWORN to before me this
26th day of March, 2024


Notary Public for South Carolina
My Commission Expires 3/27/33



STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2024 MAR 26 AM 11:07

CERTIFICATE OF SERVICE

THOMAS E. DUKES

LISA M. COHER
Plaintiff OF COURT
LEXINGTON SC

vs.

Case No.: 2023-CP-3202473

ROCKET MORTGAGE, LLC, and
PALMETTO STATE INSURANCE AGENCY, LLC

Defendant.

I certify that on this date, I served a copy of Motion for Reconsideration in this action, dated
, on March 26, 2024 by

- Delivering it to him/her personally;
- Mailing it to him/her, at his/her last known address, by depositing it in the U.S.

Mail, in an envelope with sufficient postage affixed, addressed as follows:

Mr. Brent B. Young
Baker, Donelson, Caldwell, Berkowitz, PC
602 Sevier St, Unit 300
Johnson City, TN 37604

- Delivering it by commercial delivery service in accordance with Rule 4(d)(9),

SCRCF, addressed as follows: ; or,

- Other:

03/26/2024
Date

[Handwritten Signature]
Signature

THOMAS E DUKES
TE DUKES ENTERPRISES, INC.
711 PARKHURST LN
LEXINGTON SC 29072-7886

PRIORITY MAIL®

Expected Delivery Date: 03/28/24

0003

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BRENT B YOUNG
BAKER, DONELSON, CALDWELL, BERKOWITZ,
UNIT 300
602 SEVIER ST
JOHNSON CITY TN 37604-7561

USPS TRACKING #

9405 5036 9930 0673 4372 56

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USPS TRACKING #
9405 5036 9930 0673 4372 56

<p>Trans. #: 501184473</p> <p>Print Date: 03/26/2024</p> <p>Ship Date: 03/26/2024</p> <p>Expected Delivery Date: 03/28/2024</p>	<p>Priority Mail® Postage: \$9.85</p> <p>Total: \$9.85</p>
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FILED

2024 MAR 26 11:07

ROA 121

IN THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY

Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

Case No. 2023-CP-32-02473

Rocket Mortgage, LLC..... Respondent,

v.

Thomas E. Dukes..... Appellant.

CERTIFICATE

I, Thomas E. Dukes, Appellant, hereby certifies that the Record on Appeal contains all materials proposed to be included by any of the parties and not any other material

s/ Thomas E. Dukes
Thomas E. Dukes
Pro Se
711 Parkhurst Ln
Lexington, SC 29072
(803) 530-9443
tdukes@palmettoshopper.com

ROA 122