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**Sep 09 2024**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

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Case No. 2023-CP-32-02473  
Appellate Case No. 2024-000614

**THOMAS DUKES, Appellant,**

**v.**

**ROCKET MORTGAGE, LLC and  
PALMETTO STATE INSURANCE AGENCY, LLC,  
Defendants, of which ROCKET MORTGAGE, LLC  
is the Respondent.**

---

**RECORD ON APPEAL**

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Brent B. Young (SC Bar No. 74173)  
Baker Donelson Bearman  
Caldwell & Berkowitz, PC  
602 Sevier Street, Suite 300  
PO Box 3038  
Johnson City, Tennessee 37602  
(423) 928-0181  
byoung@bakerdonelson.com

*Attorneys for Respondent, Rocket Mortgage, LLC*

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STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

FILE NO.: 2023-CP-32-02473

Thomas Dukes,

**ORDER TO  
DISMISS WITH PREJUDICE**

Plaintiff,

v.

Rocket Mortgage, LLC and  
Palmetto State Insurance Agency, LLC,

Defendants.

This cause was heard in open Court on the 14th day of March, 2024, before the Honorable Brian M. Gibbons, Circuit Judge, on the Motion to Dismiss the Amended Complaint filed by Defendant, Rocket Mortgage, LLC (“Rocket Mortgage”), on November 27, 2023. Brent B. Young represented Rocket Mortgage at the hearing. The *pro se* Plaintiff represented himself at the hearing.

After review and consideration of the various filings related to Rocket Mortgage’s pending Motion to Dismiss, the argument of counsel and the *pro se* Plaintiff, applicable state and federal law – including SCRCP 12 and related federal regulations, and the record as a whole, the Court found as follows:

1. All parties received proper notice of the hearing.
2. Rocket Mortgage’s Motion to Dismiss the Amended Complaint pursuant to SCRCP 12(b)(6) that was filed on November 27, 2023 is well-taken, and should, therefore, be granted. In this regard, the *pro se* Plaintiff failed to state facts and/or the required elements in his Amended Complaint that are sufficient to constitute any cause of action against Rocket Mortgage under applicable state and federal law or regulation(s).

Premises considered, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

- a. The Motion to Dismiss the Amended Complaint filed by Rocket Mortgage on November 27, 2023 in this action is GRANTED;
- b. This action is DISMISSED, with prejudice, as it relates to Rocket Mortgage; and
- c. Court costs in this action are taxed to the *pro se* Plaintiff.

ENTER:

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Brian M. Gibbons, Circuit Judge



Lexington Common Pleas

**Case Caption:** Thomas Dukes VS Rocket Mortgage LLC , defendant, et al  
**Case Number:** 2023CP3202473  
**Type:** Order/Dismissal

So Ordered

s/Brian M. Gibbons #2168 Circuit Judge

Electronically signed on 2024-03-18 11:49:25 page 3 of 3

ELECTRONICALLY FILED - 2024 Mar 18 12:15 PM - LEXINGTON - COMMON PLEAS - CASE#2023CP3202473

Respondent004

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP3202473

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:

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

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 03/14/2024 .

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.

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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

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

Respondent007



action, with filings occurring as recently as December 13, 2023. Given the recent involvement of Plaintiff, the Court does not find immediate dismissal appropriate at this time. In the interest of confirming that Plaintiff has no interest in further prosecuting this action, the Court will allow, as a condition of the dismissal, Plaintiff thirty (30) days from the date of service of this Order to revive this action by filing and service of a letter of acknowledgment of the continuance of this action. If after thirty days, Plaintiff has not filed such a response, this Order of Dismissal will take effect and Defendant Rocket Mortgage's motion to dismiss will be hereby granted and this Action is dismissed.

**NOW THEREFORE, IT IS ORDERED** that the Motion to Dismiss is **GRANTED** unless the Plaintiff files a response and serve, within thirty (30) days from the date of service of this Order.

**IT IS SO ORDERED.**

[JUDICIAL E-SIGANTURE PAGE TO FOLLOW]



Lexington Common Pleas

**Case Caption:** Thomas Dukes VS Rocket Mortgage LLC , defendant, et al

**Case Number:** 2023CP3202473

**Type:** Order/Dismissal

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2024-01-26 15:08:24 page 3 of 3

ELECTRONICALLY FILED - 2024 Jan 26 5:01 PM - LEXINGTON - COMMON PLEAS - CASE#2023CP3202473

Respondent010

STATE OF SOUTH CAROLINA	:	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	:	
	:	FILE NO.: 2023-CP-32-02473
Thomas Dukes,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
Rocket Mortgage, LLC and	:	
Palmetto State Insurance Agency, LLC,	:	
	:	
Defendants.	:	

**ORDER TO STAY DISCOVERY**

Upon review of the Motion to Stay filed on December 8, 2023 by Defendant, Rocket Mortgage, LLC, and pursuant to applicable law, the Court hereby finds that said Motion to Stay is well-taken and that it should, therefore, be granted.

Premises considered, it is hereby ORDERED, ADJUDGED and DECREED that:

All deadlines that are connected to the written discovery served by Plaintiff upon Defendant, Rocket Mortgage, LLC (“Rocket Mortgage”), that is dated December 1, 2023, or otherwise, shall be stayed until a hearing on Rocket Mortgage’s pending Motion to Dismiss the Amended Complaint herein shall be held, and the Court shall have ruled thereon.

All other matters are reserved.

ENTER

\_\_\_\_\_  
Debra R. McCaslin, Circuit Judge



Lexington Common Pleas

**Case Caption:** Thomas Dukes VS Rocket Mortgage LLC , defendant, et al

**Case Number:** 2023CP3202473

**Type:** Order/Stay

So Ordered

Debra R. McCaslin

Electronically signed on 2023-12-15 12:56:26 page 2 of 2

ELECTRONICALLY FILED - 2023 Dec 15 2:17 PM - LEXINGTON - COMMON PLEAS - CASE#2023CP3202473

Respondent012

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP3202473

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.

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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

Debra R. McCaslin

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

ELECTRONICALLY FILED - 2023 Oct 17 9:57 AM - LEXINGTON - COMMON PLEAS - CASE#2023CP3202473

**FILED**

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 2024 APR 18 PM 2:39 )  
 COUNTY OF LEXINGTON ) FILE NO. 2023-CP-32-024973  
 LISA M. DOMER )  
 CLERK OF COURT )  
 LEXINGTON SC )  
 Thomas E. Dukes )  
 Plaintiff, )  
 v. ) **AFFIDAVIT TO WITHDRAW**  
**MOTION FOR RECONSIDERATION**  
 Rocket Mortgage, LLC and )  
 Palmetto State Insurance Agency, LLC )  
 Defendants. )

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Plaintiff withdraws his Motion for reconsideration filed on March 25, 2024. Plaintiff has since filed a Notice of Appeal with the Court of Appeals since this Court erred in granting a 12(b)(6) dismissal after plaintiff clearly showed negligence by Defendant Rocket Mortgage, LLC and breach of the mortgage contract:

1. Paid Plaintiff's homeowner's insurance premiums three (3) times in the span of six (6) days,
2. No best management practices safe guards in place to prevent this,
3. Ignored requests made by Plaintiff in June 2023, to correct the breach of mortgage contract,
4. Forced Plaintiff to pay excessive escrow for July and August before correcting their breach of mortgage contract three (3) months after the fact.

Plaintiff provided evidence of damages (at the time of filing) caused to Plaintiff's credit while Plaintiff waited for Defendant to correct his monthly payment back to the amount he could afford.

Plaintiff also provided evidence exposing Defendant Rocket Mortgage, LLC's and it's attorney's, felonious attempt to deceive and to defraud this Court.

When "considering a Fed.R.Civ.P. 12(b)(6) motion to dismiss, '[t]he district court must construe the complaint in a light most favorable to the plaintiff, accept all of the factual allegations as true, and determine whether the plaintiff undoubtedly can prove no set of facts in support of his claims that would entitle him to relief.'" *Amadasu v. The Christ Hosp.*, 514 F.3d 504, 506 (6th Cir. 2008), quoting *Columbia Natural Res., Inc. v. Tatum*, 58 F.3d 1101, 1109 (6th Cir. 1995).

April 16, 2024

A handwritten signature in black ink, appearing to read 'T. E. Dukes', written over a horizontal line.

Thomas E. Dukes  
Plaintiff, Pro Se  
711 Parkhurst Ln  
Lexington, SC 29072  
803-530-9443



STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

FILE NO.: 2023-CP-32-02473

Thomas Dukes,

**RESPONSE IN OPPOSITION TO  
MOTION TO RECONSIDER**

Plaintiff,

v.

Rocket Mortgage, LLC and  
Palmetto State Insurance Agency, LLC,

Defendants.

Comes now Defendant, Rocket Mortgage, LLC (“Rocket Mortgage”), through counsel and pursuant to applicable law and equity, and files the instant Response in opposition to the Motion to Reconsider that was filed by the *pro se* Plaintiff on or about March 26, 2024 in this matter.<sup>1</sup> In this regard Rocket Mortgage would respectfully show this Honorable Court as follows:

1. The original Complaint was filed by Plaintiff in this matter on July 3, 2023. It was met shortly thereafter with multiple Motions to Dismiss filed by all Defendants – including one filed by Rocket Mortgage. Shortly after the filings of these Motions to Dismiss, and without the benefit of any responsive pleadings being filed or discovery conducted, Plaintiff filed a Motion for Summary Judgment. After briefing and hearings on October 16, 2023 on those Motions, Judge McCaslin granted one of the dispositive Motions<sup>2</sup> and gave Plaintiff a limited amount of time within which to file an Amended Complaint which adequately set forth the required elements to establish any cause of action against the remaining Defendants – including Rocket Mortgage. All other Motions heard by Judge McCaslin at that time were conditionally denied.

<sup>1</sup> As of the filing of this Response, and although Plaintiff’s Motion to Reconsider has a file-stamped date of March 26, 2024 by the Clerk of Court, said Motion to Reconsider does not appear to have been electronically filed.

<sup>2</sup> As a result, Defendant, Independent Insurance Brokers and Associates was dismissed as a Defendant from this matter, with prejudice.

2. Plaintiff timely filed an Amended Complaint; but, as pointed out in Rocket Mortgage's second Motion to Dismiss, its related briefing, and at the in-person hearing on March 14, 2024<sup>3</sup> before the Honorable Brian M. Gibbons, Circuit Judge, the Amended Complaint likewise did not pass muster under SCRCP 12, in that it did not state facts sufficient to establish any cause of action against Rocket Mortgage under any state or federal law or regulation. Specifically, the Amended Complaint did not properly set forth sufficient facts to establish any duty that Rocket Mortgage had towards Plaintiff; any breach of such a duty; and/or damages proximately caused due to the action(s) or inaction(s) of Rocket Mortgage.<sup>4</sup> As such, Judge Gibbons properly ordered that the Amended Complaint be dismissed, with prejudice, as it relates to Rocket Mortgage.

3. In response to Judge Gibbons' Order, Plaintiff filed the instant Motion to Reconsider. With respect, Plaintiff has been given every possible opportunity to plead his case, and he has failed – all at significant cost to Rocket Mortgage. Premises considered, he is not entitled to another. His Motion to Reconsider should be denied.

4. In addition:

(a) Plaintiff did not comply with the requirement under SCRCP 59(g) that a copy of his Motion to Reconsider be provided to Judge Gibbons within ten (10) days of its filing.<sup>5</sup> Such a

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<sup>3</sup> The in-person hearing was the second held on Rocket Mortgage's second Motion to Dismiss. Although the Clerk of Court mailed notice for a related virtual hearing that was held on January 17, 2024, Plaintiff failed to appear at that hearing. When Plaintiff alerted the Court that he had not been aware of that hearing (which resulted in a conditional dismissal of the Amended Complaint), he was granted an additional hearing on Rocket Mortgage's second Motion to Dismiss.

<sup>4</sup> Plaintiff purported to state a cause of action for negligence against Rocket Mortgage in both his original and the Amended Complaint.

<sup>5</sup> Based the date of its filing, a copy of Plaintiff's Motion to Reconsider should have been provided to Judge Gibbons on or before April 8, 2024. As of the filing of the instant Response, Rocket Mortgage has not been made aware of any such provision.

failure is grounds for denial of a motion to reconsider. *Smith v. Fedor*, 809 S.E.2d 612, 422 S.C. 118 (S.C. Ct. App. 2017).

(b) There is little, if any, reference in Plaintiff's Motion to Reconsider that relates to the actual Motion to Dismiss at issue. Instead, Plaintiff chiefly refers to Rocket Mortgage's first Motion to Dismiss and his own Motion for Summary Judgment that were disposed of previously by Judge McCaslin – as he readily admits.<sup>6</sup> Any motion to reconsider related to those early Motions was required to have been filed within ten days' entry of the applicable Order(s) – back in the Fall of 2023, which is long past due.

(c) With respect, Plaintiff's "belief" that he has properly plead any cause of action against Rocket Mortgage is not enforceable as a matter of law under normal circumstances, let alone as the chief grounds for a Motion to Reconsider a prior Motion that has been fully briefed, argued, and considered by the Court. The decision to grant or deny a motion for relief under SCRCP 59 lies within the sound discretion of the trial court and will not be disturbed on appeal absent an abuse of discretion. *Stearns Bank Nat'l Ass'n v. Glenwood Falls, LP*, 373 S.C. 331, 336, 644 S.E.2d 793, 795 (Ct. App. 2007). An abuse of discretion arises where the judge issuing the order was controlled by an error of law or where the order is based on factual conclusions that are wholly unsupported by the evidence presented. *Id.* The exercise of that discretion must be in accord with sound legal principles and practice and ought not lightly be disturbed. *Harrington v. Nicholson*, 188 S.E. 372 (S.C. 1936). With respect, Rocket Mortgage asserts that Judge Gibbons exercised the proper discretion and applied sound legal principles in granting its Motion to

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<sup>6</sup> Plaintiff's reference to a purported false statement and/or SCRCP 41.2 (the substance of which he admits was resolved almost immediately after the related filing), were heard and disposed of by Judge McCaslin in October of 2023.

Dismiss. As such, his Order dismissing Rocket Mortgage from this matter, with prejudice, should not be disturbed.

(d) Rocket Mortgage cannot see the relevance of Plaintiff's last two Paragraphs in his Motion to Reconsider, but defers to the Court regarding the same. As it has previously asserted, it is the position of Rocket Mortgage that it has fulfilled all of its obligations in connection with any and all laws or regulations that may govern its relationship with Plaintiff, including RESPA and/or FCRA.

(e) Most importantly – and with respect – in his Motion to Reconsider, Plaintiff has (again) failed to make any argument showing how his Amended Complaint accurately states facts upon which he can sustain any cause of action against Rocket Mortgage – let alone those he attempted to articulate. Accordingly, the Amended Complaint was properly dismissed, with prejudice, by Judge Gibbons as it relates to Rocket Mortgage. The instant Motion to Consider should be denied.

(f) Pursuant to SCRCP 59(f), subject to the discretion of this Honorable Court, and in order to avoid any additional expense, Rocket Mortgage respectfully requests that Plaintiff's Motion to Reconsider be determined on the briefs filed without oral argument.

BAKER DONELSON BEARMAN  
CALDWELL & BERKOWITZ, P.C.

/s/ Brent B. Young

Brent B. Young (SC Bar No. 74173)  
602 Sevier Street, Suite 300  
PO Box 3038  
Johnson City, Tennessee 37602  
(423) 928-0181  
byoung@bakerdonelson.com

Johnson City, Tennessee  
April 12, 2024

*Attorneys for Defendant, Rocket Mortgage, LLC*

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF LEXINGTON ) FILE NO. 2023-CP-32-02473  
Thomas E. Dukes )  
Plaintiff, )  
v. )  
Rocket Mortgage, LLC and )  
Palmetto State Insurance Agency, LLC )  
Defendants. )

TO DEFENDANT ROCKET MORTGAGE, LLC:

*Please take notice that the Plaintiff hereby respectfully moves this Honorable Court pursuant to Rule 59(e), SCRPC, to reconsider, alter or amend the Court’s March 14, 2024 Order denying Defendant Rocket Mortgage, LLC Motion to Dismiss. The Plaintiff would respectfully show that On September 9, 2023, Defendant Rocket Mortgage, LLC employee, Mr. Eric Gibson made a sworn statement, stating “Thomas E. Dukes never submitted via payment any refund check for insurance policy premiums to Rocket Mortgage “. This came after Plaintiff/Appellant made an escrow only payment to Defendant Rocket Mortgage, LLC on June 13, 2023 and included receipts in both the original complaint and the amended complaint. Defendant Rocket Mortgage, LLC attorney, Mr. Brent B. Young allowed this statement in his Affidavit in Opposition to Motion for Summary Judgement filed on September 29, 2023. This amounts to perjury under South Carolina Code of Laws Section 16-9-10 and should be grounds for default judgement, contempt, sanctions and/or arrest. This issue was brought to the attention of the Honorable Debra McCaslin on October 16, 2023 during a virtual hearing.*

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.

FILED  
2024 OCT 25 AM 11:06

FILED

Respectfully submitted,

2024 MAR 26 AM 11:06

*[Handwritten Signature]*  
Plaintiff

SWORN to before me this  
26<sup>th</sup> day of March, 2024

*[Handwritten Signature]*  
Notary Public for South Carolina  
My Commission Expires 3/27/33



STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

FILE NO.: 2023-CP-32-02473

Thomas Dukes,

**REPLY IN SUPPORT OF  
MOTION TO DISMISS  
SCRCP 12(b)(6)**

Plaintiff,

v.

Rocket Mortgage, LLC and  
Palmetto State Insurance Agency, LLC,

Defendants.

Comes now Defendant, Rocket Mortgage, LLC (“Rocket Mortgage”), through counsel and pursuant to applicable law and equity, and files the instant Reply in support of its pending Motion to Dismiss the Amended Complaint filed by the *pro se* Plaintiff in this matter. In this regard Rocket Mortgage would respectfully show this Honorable Court as follows:

1. The correspondence from Plaintiff that is dated December 12, 2023, and which was filed in the electronic record of the Court on December 14, 2023 in this matter, speaks for itself. Rocket Mortgage defers to this Honorable Court in determining its efficacy. Although not technically or practically a Response in opposition to Rocket Mortgage’s Motion to Dismiss the Amended Complaint, Rocket Mortgage will treat it as such.

2. There is little, if any, reference in Plaintiff’s Response that relates to the actual Motion to Dismiss at issue. Instead, Plaintiff makes reference to two Motions that have already been considered and ruled upon in this matter previously by Judge McCaslin (Paragraph “a” relates to Rocket Mortgage’s prior Motion to Dismiss the original Complaint. Paragraph “b” relates to Plaintiff’s own Motion for Summary Judgment), as well as a CFPB report he has made. After a hearing on those and other then-pending Motions, one of three Defendants in this matter was dismissed, with prejudice, and Plaintiff was given a second chance to remedy his deficient original

Complaint. As set forth in the instant Motion to Dismiss, Rocket Mortgage respectfully asserts that Plaintiff has failed in his remedial efforts.

3. Relative to Paragraph “a” of Plaintiff’s Response, Rocket Mortgage respectfully asserts that the inclusion of the phrase “in the present case” by the South Carolina Supreme Court does not make the related opinion non-precedential. To the contrary, Rocket Mortgage asserts that all published opinions issued by the South Carolina Supreme Court constitute the law of this State, and that they are dispositive.

4. Also relative to Paragraph “a” of Plaintiff’s Response, Rocket Mortgage respectfully asserts that Plaintiff agreed to all of the escrow account provisions to which he objects, and that it has complied with all of its obligations under law and equity in connection with the same.

5. Relative to Paragraph “b” of Plaintiff’s Response, Rocket Mortgage respectfully re-asserts that the referred-to Motion has already been heard by this Honorable Court, and ruled upon.

6. Relative to Paragraph “c” of Plaintiff’s Response, Rocket Mortgage respectfully asserts that there was no related retaliation. In fact, and as set forth in its pending Motion, the request for reimbursement for the deficiency to the escrow account caused by Plaintiff himself was in full compliance with related regulations – and that it was made months before this matter was filed. For further discussion on Paragraph “c” – including whether any regulation on “cushion” as it relates to mortgage escrow accounts – Rocket Mortgage refers this Honorable Court to its pending Motion (which is hereby incorporated).

7. It is the position of Rocket Mortgage that it has fulfilled all of its obligations in connection with the referred to process at the CFPB, that its response in that regard speaks for itself, and that it stands by the same.

8. Most importantly – and with respect, in his Response Plaintiff has made no argument showing how his Amended Complaint accurately states facts upon which he can sustain any cause of action against Rocket Mortgage – let alone those he attempted to articulate. Accordingly, the Amended Complaint, together with this matter as a whole, should be dismissed, with prejudice, as it relates to Rocket Mortgage.

Respectfully submitted this 5<sup>th</sup> day of January, 2024.

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**  
602 Sevier Street, Suite 300  
P.O. Box 30338  
Johnson City, Tennessee 37604  
Telephone: (423) 928-0181  
Counsel for Rocket Mortgage, LLC

By: /s/ Brent B. Young  
Brent B. Young  
South Carolina Bar No.: 74173  
byoung@bakerdonelson.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Reply was filed electronically and was sent by e-mail from the South Carolina Courts' E-Filing Portal system, unless otherwise noted below, on all counsel or parties of record listed below, this 5<sup>th</sup> day of January, 2024.

Thomas E. Dukes  
711 Parkhurst Lane  
Lexington, SC 29072  
(VIA US MAIL)

/s/ Brent B. Young  
Brent B. Young  
South Carolina Bar No.: 74173  
byoung@bakerdonelson.com

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

FILED

2023 DEC 14 PM 2:41

LISA M. 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 Rcal 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,

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

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

FILE NO.: 2023-CP-32-02473

Thomas Dukes,

Plaintiff,

v.

Rocket Mortgage, LLC and  
Palmetto State Insurance Agency, LLC,

Defendants.

**MOTION TO STAY OR STRIKE DISCOVERY**

Defendant, Rocket Mortgage, LLC (“Rocket Mortgage”), by and through the undersigned counsel, and pursuant to S.C. R. Civ. P. 26 and other applicable law, respectfully moves this Honorable Court for an immediate stay of any deadline related to responses that may be due in connection with written discovery recently served by the *pro se* Plaintiff upon it in this matter, and/or that said written discovery be stricken, pending resolution of Rocket Mortgage’s Motion to Dismiss. To the extent necessary, Rocket Mortgage incorporates said Motion to Dismiss herein, by reference. Rocket Mortgage bases the instant Motion upon the following:

1. On November 27, 2023, Rocket Mortgage filed a Motion to Dismiss the Amended Complaint filed by the *pro se* Plaintiff in this matter. Shortly thereafter, the *pro se* Plaintiff served written discovery, including interrogatories and requests for production of documents upon Rocket Mortgage. Responses to that written discovery would normally be due on or about January 8, 2024. Given the pending Motion to Dismiss – which seeks that the Amended Complaint be dismissed, with prejudice, the deadlines for Rocket Mortgage to respond to that discovery should be stayed, and/or the applicable written discovery stricken, as we await consideration by the Court on Rocket Mortgage’s Motion to Dismiss.

2. S.C. R. Civ. P. 26(c) provides, in pertinent part, that “[u]pon motion by a party . . . from whom discovery is sought, and for good cause shown, the court in which the action is pending . . . may make any order which justice requires to protect a party . . . from annoyance . . . oppression, or undue burden by expense, including . . . : (1) that the discovery not be had; [or] (2) that the discovery may be had only on specified terms and conditions.”

3. "The granting of a motion for a stay of proceedings [or to strike discovery] rests entirely within the discretion of the trial [court]." *City of Spartanburg v. Belk's Dep't Store of Clinton*, 199 S.C. 458, 20 S.E.2d 157, 167 (S.C. 1942). "[T]he power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants. How this can best be done calls for the exercise of judgment, which must weigh competing interests and maintain an even balance." *Landis v. North American Co.*, 299 U.S. 248, 254-255 (S.C. 1936). A stay of discovery pending the Court's determination of a pending dispositive motion is an appropriate exercise of the court's discretion. *See, e.g., Tilley v. United States*, 270 F. Supp. 2d 731, 734 (M.D.N.C. 2003), aff'd, 85 F. App'x 333 (4th Cir. 2004).

4. Here, it is appropriate under the circumstances for the Court to stay the response deadlines that relate to the written discovery that was served upon Rocket Mortgage by the *pro se* Plaintiff after Rocket Mortgage filed its Motion to Dismiss. If its pending Motion to Dismiss is granted, then said written discovery should be stricken. As the Court will recall, this is the second Motion to Dismiss filed by Rocket Mortgage in this matter. After hearing the first such Motion (based on the *pro se* Plaintiff's first attempted Complaint), the Court granted the *pro se* Plaintiff

one more opportunity to meet the required pleading standards. As set forth in its Motion to Dismiss, the *pro se* Plaintiff has – again – failed to meet his required burden.

5. If Rocket Mortgage’s Motion to Dismiss is granted, the entire case will be dismissed, with prejudice. To avoid unnecessary discovery costs that may ultimately be rendered moot, Rocket Mortgage believes that good cause exists to warrant a stay as to the deadlines that relate to the referred-to responses, pending the Court's ruling on its Motion to Dismiss.

6. If the Court grants Rocket Mortgage’s Motion to Dismiss, the *pro se* Plaintiff’s referred-to written discovery should be stricken.

Respectfully submitted this 8<sup>th</sup> day of December, 2023.

/s/ Brent B. Young

Brent B. Young (FED ID No. 10140)  
BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, P.C.  
602 Sevier Street, Suite 300  
Johnson City, Tennessee 37604  
Telephone: (423) 928-0181  
Facsimile: (423) 979-7657  
byoung@bakerdonelson.com

*Attorneys for Rocket Mortgage, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion to Stay or Strike Discovery was filed electronically and was sent by e-mail from the South Carolina Courts' E-Filing Portal system, unless otherwise noted below, on all counsel or parties of record listed below, this December 8, 2023.

Thomas E. Dukes  
711 Parkhurst Lane  
Lexington, SC 29072  
(VIA US MAIL)

/s/ Brent B. Young

Brent B. Young  
South Carolina Bar No.: 74173  
byoung@bakerdonelson.com

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

FILE NO.: 2023-CP-32-02473

Thomas Dukes,

Plaintiff,

**MOTION TO DISMISS**  
**SCRCP 12(b)(6)**

v.

Rocket Mortgage, LLC and  
Palmetto State Insurance Agency, LLC,

Defendants.

Comes now Defendant, Rocket Mortgage, LLC (“Rocket Mortgage”), by and through counsel, and pursuant to SCRCP 12 and other applicable law, respectfully moves to dismiss the Amended Complaint recently filed by Plaintiff in this matter because it fails to state facts sufficient to constitute a cause of action, and Rocket Mortgage is entitled to judgment as a matter of law.

Rocket Mortgage bases the instant Motion upon the following:

**INTRODUCTION**

This is the *pro se* Plaintiff’s second proverbial bite at the apple. After a prior hearing on multiple similar Motions, the Court dismissed one of the Defendants, and directed that Plaintiff prepare and file an Amended Complaint. Similar to his original Complaint, however, Plaintiff’s Amended Complaint likewise fails to pass Rule 12 muster.

The operative facts, as set forth in the Amended Complaint are as follows: Plaintiff received a Notice of Non-Renewal letter from his previous insurer, GEICO, on April 3, 2023. Am. Compl. at ¶ 4. Plaintiff used Independent Insurance Brokers & Associates and Palmetto State Insurance Agency to obtain new homeowner’s insurance policies (collectively the “Insurance Agents”). The Insurance Agents submitted at least three policy invoices to Rocket Mortgage for payment. *Id.* at ¶ 14. Each time a policy invoice was submitted to Rocket Mortgage, it was paid

from Plaintiff's related escrow account (as is permitted by the related mortgage). *Id.* at ¶ 15. These payments created a deficiency in said escrow account. *Id.*

Based on these operative facts, Plaintiff has determined to sue Rocket Mortgage under a theory of negligence for paying the insurance premium invoices submitted to it. Am. Compl. at ¶¶ 29 (“grossly negligent and breached the terms of the mortgage contract in the management of Plaintiff's escrow account by paying premiums”); 35 (“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”). Similar to his original Complaint, Plaintiff's Amended Complaint is also fatally flawed in that Plaintiff has simply failed to allege sufficient facts to support a negligence cause of action. Accordingly, Rocket Mortgage's Motion to Dismiss must be granted.

In the alternative, in his Amended Complaint, Plaintiff has misstated the applicable law governing the management of escrow accounts. Am. Compl. at ¶¶ 37-38. Although he cites to the proper regulations which govern the management of escrow accounts related to federally related mortgage loans, Plaintiff makes reference to the wrong regulation. The issue here does not involve a “cushion” established when an escrow account is created; but rather how to resolve a borrower-created deficiency to his escrow account. Rocket Mortgage's actions relative to Plaintiff's escrow account here were in full compliance with the deficiency-related regulation. Accordingly, and as an additional related ground for dismissal, Rocket Mortgage is entitled to judgment as a matter of law.

Rocket Mortgage incorporates by reference all of its other filings in this matter, as applicable.

**LEGAL STANDARD FOR GRANTING A MOTION TO DISMISS FOR  
FAILURE TO STATE FACTS SUFFICIENT TO CONSTITUTE A CAUSE OF ACTION**

Under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, a claim may be dismissed when the facts alleged in the pleadings fail to establish a cause of action. *Flateau v. Harrelson*, 355 S.C. 197, 201 (2003). The question is whether the pleadings, taken in the light most favorable to the plaintiff, articulate a valid claim for relief. *Williams v. Condon*, 347 S.C. 227, 233 (Ct. App. 2001). A Rule 12(b)(6) motion “must be granted if the facts and the inferences reasonably deducible from them show that the plaintiff could not prevail on any theory of the case.” *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 651 (1997).

**ARGUMENT**

**I. Plaintiff Has Failed to Allege Sufficient Facts to Constitute a Cause of Action for Negligence**

Plaintiff has failed to allege sufficient facts to constitute a cause of action for negligence against Rocket Mortgage. Accordingly, dismissal of Plaintiff’s Amended Complaint is appropriate.

“To state a cause of action for negligence, the plaintiff must allege facts which demonstrate the concurrence of three elements: (1) a duty of care owed by the defendant; (2) a breach of that duty by negligent act or omission; and (3) damage proximately caused by the breach.” *Doe v. Batson*, 345 S.C. 316, 322 (2001). The existence of a legal duty owed by Defendant to Plaintiff is an essential element of a negligence claim. *Bishop v. S.C. Dept. of Mental Health*, 331 S.C. 79, 86, (1998). “Without a duty, there is no actionable negligence.” *Doe v. Batson*, 345 S.C. at 322. Whether a duty exists is a question of law. *Id.*

In the present case, Plaintiff has wholly failed to allege any duty owed to him by Rocket Mortgage, and/or that any damage he allegedly suffered was proximately caused by Rocket

Mortgage. In fact, the word “duty” only appears once in Plaintiff’s Amended Complaint. Am. Compl. at ¶ 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”). Plaintiff never identifies the mystery duty that Rocket Mortgage apparently owes to him. Also telling is that the term “professional duty” is targeted at Defendant Palmetto State Insurance Agency, not Rocket Mortgage. Am. Compl. at ¶ 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....”) (Emphasis added). By extension, Plaintiff has also failed to allege any breach by Rocket Mortgage of any such duty (because there isn’t even a duty alleged to begin), and that any of his alleged damages were proximately caused by Rocket Mortgage. Accordingly, Plaintiff fails to allege sufficient facts to state a cause of action and dismissal of the Amended Complaint is proper here.

## **II. Plaintiff’s Efforts to Allege a Violation by Rocket Mortgage of the Regulations Governing the Management of Escrow Accounts are Misguided**

Plaintiff makes a valiant effort to overcome a Rule 12 Motion near the end of his Amended Complaint when he references alleged violations by Rocket Mortgage of the regulations which govern the management of escrow accounts that are associated with federally related mortgage loans. Am. Compl. ¶¶ 37-38.

In his Amended Complaint, Plaintiff mistakenly refers to 12 CFR § 1024.17(c)(1)(i). This subparagraph sets limits on the amount of “cushion” a lender can impose when creating an escrow account at the inception of a related loan. That is not what we have here. Instead, what we have is a deficiency in an existing escrow account that was created by the borrower or one of his agents.

Lender options for remedying that type of deficiency can be found at 12 CFR 1024.17(f)(4).

Specifically, that particular regulation states, in pertinent part:

Deficiency. If the escrow account analysis confirms a deficiency, then the servicer may require the borrower to pay additional monthly deposits to the account to eliminate the deficiency . . . If the deficiency is great than or equal to 1 month's escrow payment, the servicer may allow the deficiency to exist and do nothing to change it or may require the borrower to repay the deficiency in two or more equal monthly payments (Emphasis added.)

Here, after performing a related escrow account analysis, Rocket Mortgage determined that a deficiency was created in the related escrow account due Plaintiff's or his agents actions (transmission of three separate invoices for insurance premiums). It then asked – as is permitted by the governing regulation – that Plaintiff repay the deficiency in two equal monthly installments.

There was no violation by Rocket Mortgage of related regulations in this instance. To the contrary, Rocket Mortgage complied with all of its related obligations. Accordingly, Rocket Mortgage is entitled to judgment as a matter of law.

### CONCLUSION

Premises considered, and for the reasons stated above, Rocket Mortgage prays that Plaintiff's Amended Complaint be dismissed, with prejudice; and that it be awarded such other and further relief to which the Court deems it entitled.

Submitted November 27, 2023

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**  
602 Sevier Street, Suite 300  
P.O. Box 30338  
Johnson City, Tennessee 37604  
Telephone: (423) 928-0181  
Counsel for Rocket Mortgage, LLC

By: /s/ Brent B. Young  
Brent B. Young  
South Carolina Bar No.: 74173  
byoung@bakerdonelson.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion to Dismiss was filed electronically and was sent by e-mail from the South Carolina Courts' E-Filing Portal system, unless otherwise noted below, on all counsel or parties of record listed below, this November 27, 2023.

Thomas E. Dukes  
711 Parkhurst Lane  
Lexington, SC 29072  
(VIA US MAIL)

*/s/ Brent B. Young*

Brent B. Young  
South Carolina Bar No.: 74173  
byoung@bakerdonelson.com

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON )

THOMAS E. DUKES )

Plaintiff(s) )

CIVIL ACTION COVERSHEET

2023-CP - 2473

vs. )

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

Defendant(s) )

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><b>Contracts</b></p> <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><b>Inmate Petitions</b></p> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) _____	<p><b>Torts - Professional Malpractice</b></p> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case # 20 -NL- - <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ <p><b>Administrative Law/Relief</b></p> <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><b>Torts - Personal Injury</b></p> <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><b>Judgments/Settlements</b></p> <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><b>Real Property</b></p> <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><b>Appeals</b></p> <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) _____
<p><b>Special/Complex /Other</b></p> <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)	<input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Pre-Suit Discovery (670)		

Submitting Party Signature: \_\_\_\_\_

Date: 10.25-2023





### **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 of amount 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).

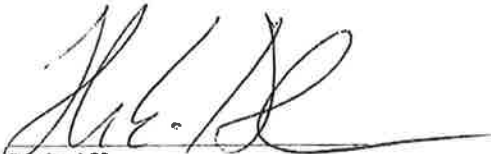
33. Defendant Rocket Mortgage, LLC, should have acted as swiftly to reduce Plaintiff's monthly payment as they were to increase it.
34. Each Defendant is accountable for their actions and contributed the false shortage in Plaintiff's escrow account and the financial hardship inflicted upon the Plaintiff.
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,

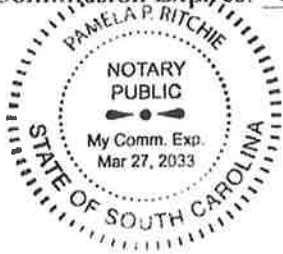
  
Plaintiff

SWORN to before me this  
26<sup>th</sup> day of October, 2023



Notary Public for South Carolina

My Commission Expires: 3/27/33



# Exhibit 1

# Universal Insurance Company of North America

3/24/23

## NOTICE OF NON-RENEWAL

INSURED

MORTGAGEE

THOMAS DUKES  
711 PARKHURST LN  
LEXINGTON, SC 29072-7886

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

INSURED COPY

P.O. Box 9061, Carlsbad, CA 92018-9061

Respondent056

# Exhibit 2

# 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 & ASSO**

Address: **PO BOX 985  
IRMO, SC 29063-0985**

Phone: **(803) 749-8210**

E-Mail: **rzeigler@scinb.com**

Proposal Effective Date: <b>04/13/2023</b>	Proposal ID: <b>DUKETHOMAS-ADDLSAVINGS#01</b>
<b>Proposal Totals</b>	
Proposed Total All Locations	<b>\$1,149.75</b>
Total Premium If Paid in Full	<b>\$1,023.28</b>
Location 1: <b>711 PARKHURST LN LEXINGTON, SC 29072 (Form 3)</b>	
Primary Dwelling	
Frame Construction Built in 1992	
Asphalt Roof Upgraded in 2013	
Protection Class 03	
<b>Property and Liability Coverages</b>	<b>Limit</b>
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	
<b>Premium Discounts That Apply</b>	
Advance Quote Discount	
Claim Free Discount	
Home/Auto Multi-Policy Discount	
Home/Umbrella Multi-Policy Discount	
Mortgage Free Discount	
<b>Coverages That Apply</b>	<b>Limit</b>
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
<b>THIS PROPOSAL IS VALID FOR 60 DAYS</b>	

## 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 7<sup>th</sup>

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

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

INSURANCE  
SUPPORT 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](mailto: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](mailto:lbeck@scinb.com)>  
**Sent:** Thursday, April 6, 2023 4:10 PM  
**To:** [tdukes@palmettoshopper.com](mailto: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

**Thank you,  
Loren Beck**

We will be off Friday April 7<sup>th</sup>

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



**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](mailto: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,**

**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

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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](mailto:lbeck@scinb.com)

[www.scinb.com](http://www.scinb.com)

INSURANCE  
SOLUTIONS & FINANCIAL SERVICES

7E

**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.

# Exhibit 3

## TE Dukes

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**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](http://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.

# Exhibit 4

# 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 & ASSO**  
 Address: **PO BOX 985**  
**IRMO, SC 29063-0985**  
 Phone: **(803) 749-8210**  
 E-Mail: **rzeigler@scinb.com**

Proposal Effective Date: <b>05/30/2023</b>	Proposal ID: <b>DUKESTHOMAS#05</b>
<b>Proposal Totals</b>	
Proposed Total All Locations	<b>\$1,230.21</b>
Location 1: <b>711 PARKHURST LN LEXINGTON, SC 29072 (Form 3)</b> <i>Primary Dwelling</i> Frame Construction Built in 1992 Asphalt Roof Upgraded in 2013 Protection Class 03	
<b>Property and Liability Coverages</b>	<b>Limit</b>
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	
<b>Premium Discounts That Apply</b>	
Advance Quote Discount	
Claim Free Discount	
Home/Auto Multi-Policy Discount	
<b>Coverages That Apply</b>	<b>Limit</b>
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
<b>THIS PROPOSAL IS VALID FOR 60 DAYS</b>	

# Exhibit 5

10,000 Points

Dashboard

Money

MyRocket

Mortgage  
211 Parkhurst St

Explore Services

Contact Us

Sign Out

## Taxes And Insurance Payment History

The chart below 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
Jun 06, 2023	Hazard Insurance	MAIN STREET AMERICA INS	\$1,073.00
May 30, 2023	Hazard Insurance	MAIN STREET AMERICA INS	\$1,079.00
May 25, 2023	Hazard Insurance	MAIN STREET AMERICA INS	\$1,067.00
Nov 22, 2022	County Tax	LEXINGTON COUNTY	\$787.98
May 19, 2022	Hazard Insurance	ARROWHEAD GENERAL	\$1,203.00
Dec 03, 2021	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

**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](#)

[Sign In To Rocket Mortgage®](#)

**TE Dukes**

---

**From:** Rocket Mortgage <RocketMortgage@t.RocketMortgage.com>  
**Sent:** Wednesday, June 14, 2023 11:21 AM  
**To:** tdukes@palmettoshopper.com  
**Subject:** Thanks for your recent payment - see how it was applied.

[View Online](#)

# ROCKET Mortgage

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

## Your payment has been applied.

Hi Thomas,

We've received your payment for your loan ending in 5961. Thank you!

Your bank account may not reflect this payment for up to 1 to 2 business days. This payment will be reflected on [Rocket Mortgage](#)®.

[View Transaction History](#)



Get a top-rated<sup>1</sup> local real estate agent.

ROCKET Homes

Pay off your credit card debt.

ROCKET Loans



See what my home is worth.

ROCKET Homes

Rocket Mortgage, LLC; NMLS #3030; [www.NMLSCONSUMERACCESS.org](http://www.NMLSCONSUMERACCESS.org). Equal Housing Lender. Licensed in 50 states. AL License No. MC 20979, Control No. 100152352. AR, TX: 1050 Woodward Ave., Detroit, MI 48226-1906, (888) 474-0404; AZ: 1 N. Central Ave.,

# 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](http://www.rocketmortgage.com/talk-to-us). Please do not reply or send attachments to this email address, as they will not be received.

**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



You recently connected with:



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](http://www.rocketmortgage.com/talk-to-us). Please do not reply or send attachments to this email address, as they will not be received.

**Medallia**

Powered by AGENT 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 Mortgage500+ D.P.P. Presented By Transition

# Exhibit 9

**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®](#)

# Exhibit 10

**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.

# Exhibit 11

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/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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

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Initials: TC

Form 3041 1/01

# Exhibit 12

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**

NOUD163C 5302 8888 304 07 230911 PAGE 00001 OF 00002 AA05 00056539

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

NOJD162C 5302 8888 304 07 230911 PAGE 00002 OF 00002 AA05 00056939

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.

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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**

NOJ2J162C 7009 8888 304 07 230924 PAGE 00001 OF 00002 AC03 00115591

Respondent086

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

Sincerely,

Synchrony Bank  
1-800-444-1408

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

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PROCEEDING

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

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

THE COURT: Oh, that's been stayed?

MR. YOUNG: Yes, Your Honor.

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

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

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

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

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

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

THE COURT: All right.

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

THE COURT: That motion to dismiss then we'll deal with that after I deal with yours. So the only motion before me, today, then, is a motion to dismiss. That's your 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 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

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Lynda Monroe, Transcriber

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

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Case No. 2023-CP-32-02473  
Appellate Case No. 2024-000614

**THOMAS DUKES, Appellant,**

**v.**

**ROCKET MORTGAGE, LLC and  
PALMETTO STATE INSURANCE AGENCY, LLC,  
Defendants, of which ROCKET MORTGAGE, LLC  
is the Respondent.**

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**CERTIFICATE OF COUNSEL**

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The undersigned hereby certifies that the Record on Appeal contains all relevant<sup>1</sup> material proposed to be included by any of the parties and not any other material.

Respectfully submitted,

/s/ Brent B. Young

Brent B. Young (SC Bar No. 74173)  
Baker Donelson Bearman  
Caldwell & Berkowitz, PC  
602 Sevier Street, Suite 300  
PO Box 3038  
Johnson City, Tennessee 37602  
(423) 928-0181  
byoung@bakerdonelson.com

Johnson City, Tennessee  
September 9, 2024

*Attorneys for Respondent, Rocket Mortgage, LLC*

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<sup>1</sup> As set forth in Respondent's Designation of Matter, and contrary to Rule 209, much of the matter designated by Appellant for inclusion in the Record on Appeal is not at issue in the instant appeal. Such matter has not been included in Respondent's Record on Appeal.