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SC Court of Appeals

# The South Carolina Court of Appeals

Re: Palmetto Citizens Federal Credit Union vs Keiven Keon Minter  
Appellate Case No. 2024-001529

**STATE OF SOUTH CAROLINA COUNTY  
OF RICHLAND  
COURT OF COMMON PLEAS**



Richland Common Pleas

**Case Caption:** Palmetto Citizens Federal Credit Union vs Keiven Keon Minter

**Case Number:** 2023CP4005766

**MOTION TO BRING ABOUT THE CORRECTION OF THE RECORD AND THE  
RECUSAL OF THE JUDGE AND THE INCLUSION OF THE  
TRUSTEE AS THE INDISPENSABLE PARTY**

**TO: The Honorable Court Of Common Pleas for Richland County, South Carolina; and  
The Court of Appeals and The Supreme Court for The State of South Carolina: COMES  
NOW,** petitioner Keiven Keon Minter who, upon discovery of inadvertent errors, respectfully  
moves the Honorable Court to bring about the correction of the records the recusal of the judge  
and the inclusion of the trustee as the indispensable party in the above-referenced matter to  
accurately reflect petitioner Keiven Keon Minter's legal status as *sui juris creditor beneficiary*

**MOTION TO BRING ABOUT THE CORRECTION OF THE RECORD AND THE  
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rather than *pro se*. Petitioner Keiven Keon Minter asserts that the misdesignation as *pro se* undermines his legal capacity and status, leading to procedural and judicial bias, and violating principles of fairness and due process.

### **Expanded Meaning of Sui Juris Creditor Beneficiary**

The term *sui juris creditor beneficiary* holds significant implications in the context of this case.

In legal terms:

1. **Sui Juris:**

- Denotes an individual who possesses full legal capacity to act on their own behalf without reliance on or assumption of incompetence.
- This status affirms that petitioner Keiven Keon Minter is capable of asserting legal rights, engaging in procedural advocacy, and representing personal and trust-related interests without the connotation of being a layperson (*pro se*).

2. **Creditor Beneficiary:**

- Refers to the person entitled to receive the benefits of the Keiven Keon Minter trust account or agreement where the fiduciary or contractual obligation exists. ○

In this case, petitioner Keiven Keon Minter is asserting rights as the creditor beneficiary of the Keiven Keon Minter trust account maintained by Palmetto Citizens Federal Credit Union. The Keiven Keon Minter trust account represents assets and liabilities managed under the fiduciary duty owed to petitioner Keiven Keon Minter.

In support of this Motion, petitioner Keiven Keon Minter states as follows:

## THE EVIDENCE IS IN THE TRANSCRIPT OF PROCEEDINGS

1. On August 9, 2024, the hearing that was held in this matter was transcribed and prepared by transcriber Erin Reilly.
2. The Transcript of Proceedings for the hearing shows judge Daniel Coble acted as the presiding judge and is referred to as “THE COURT”; and attorney Katherine Engels acted as the defendant Palmetto Citizens Federal Credit Union and is referred to as “MS. ENGELS”.
3. The Transcript of Proceedings shows, at the beginning of this hearing, petitioner Keiven Keon Minter is referred to as “MR. MINTER” and is designated in the court record as *pro se* as the result of judge Daniel Coble asking attorney Katherine Engels “*Is Mr. Minter pro se, Ms. Engels?*”; and attorney Katherine Engels responded “*Yes, Your Honor*”; and petitioner Keiven Keon Minter responded “*Can you hear me?*” three times and judge Daniel Coble responded “*Yeah, we can. All right*”.
4. The Transcript of Proceedings for the hearing shows that judge Daniel Coble and attorney Katherine Engels failed to acknowledge the status of petitioner Keiven Keon Minter as *sui juris* and further allowed the proceedings to move forward based on hearsay information provided by attorney Katherine Engels without requiring verifiable facts or participation from the Palmetto Citizens Federal Credit Union trustee for the Keiven Keon Minter trust account as the indispensable party to the lawsuit in order for the court to render the final judgment.
5. The Transcript of Proceedings for the hearing shows the evidence of procedural and substantive errors stemming from the misdesignation of petitioner Keiven Keon Minter as *pro se* instead of being acknowledged as *sui juris creditor beneficiary*.

6. Both judge Daniel Coble and attorney Katherine Engels disregarded the facts presented by Petitioner as *sui juris creditor beneficiary*, including those detailed in the Original Answer to the initial complaint and subsequent Motion to Amend the Answer.
7. Judge Daniel Coble ended the hearing without compelling attorney Katherine Engels to respond lawfully to Petitioner's filings, subsequently denied all of Petitioner's motions containing verifiable facts, and awarded the sum of \$10,107.15 to Palmetto Citizens Federal Credit Union as requested by attorney Engels in her Summary Judgment motion based on a redacted account number and without a compelled trust accounting.

### **ACKNOWLEDGEMENT OF MISDESIGNATION AND NEED FOR ACCURACY AND INCLUSION OF INDISPENSABLE PARTY**

#### **1. Misdesignation as Pro Se shows the Potential for Judicial and Procedural Bias in Case No. 2023-CP-40-5766**

- The term *pro se* implies self-representation typically associated with individuals lacking formal legal training, which impacts the perception of petitioner Keiven Keon Minter's legal capacity and status.
- By contrast, *sui juris creditor beneficiary* denotes full legal capacity and autonomy, affirming petitioner Keiven Keon Minter's competence to act as his own legal representative without any presumption of incompetence or inexperience.
- The misdesignation of petitioner Keiven Keon Minter as *pro se* introduces the potential for judicial and procedural bias, as courts and opposing counsel may presume petitioner Keiven Keon Minter lacks the requisite knowledge to adequately present his case, thereby undermining the principles of equity and fairness.
- The overall conduct of the hearing.

- The evidence of the appearance of judicial bias is reflected in the concerted actions of judge Daniel Coble who presided over the hearing as judge and failed to address the absence of the indispensable party; and demonstrated the disregard for procedural fairness; and allowed attorney Katherine Engels to act on behalf of Palmetto Citizens Federal Credit Union without addressing the procedural deficiencies, implying the reliance on procedural shortcuts enabled by the misdesignation.
- The evidence of the appearance of judicial bias is reflected in judge Daniel Coble's denial of petitioner Keiven Keon Minter's motions containing verifiable facts and his subsequent approval of attorney Katherine Engels' Summary Judgment motion without requiring necessary trust accounting documentation or ensuring the presence of the indispensable party.

## **2. Grounds for Judicial Recusal**

- Judge Daniel Coble demonstrated judicial bias by improperly favoring attorney Katherine Engels and disregarding petitioner Keiven Keon Minter's filings and arguments.
- Judge Daniel Coble allowed attorney Katherine Engels to proceed with hearsay information to procure the Summary Judgment without requiring verifiable facts or compelling the participation of the indispensable party, the Palmetto Citizens Federal Credit Union trustee for the Keiven Keon Minter trust account.
- Judge Daniel Coble ignored all motions filed by petitioner Keiven Keon Minter that contained verifiable facts and failed to address procedural deficiencies that undermined the fairness of the proceedings.
- These actions demonstrate an appearance of partiality and disregard for procedural fairness, warranting recusal to preserve the integrity of the judicial process.

#### **4. Legal Requirements for Proper Designation in Case No. 2023-CP-40-5766**

- South Carolina law and the Rules of Civil Procedure emphasize the importance of accurate legal designations. Improper terminology causes procedural misunderstandings and inequitable treatment.
- The United States Constitution and the South Carolina Constitution guarantees petitioner Keiven Keon Minter, as *sui juris creditor beneficiary*, the full exercise of the right to selfrepresentation without unwarranted assumptions of incompetence.
- Under South Carolina’s Rules of Civil Procedure, there is no requirement to label the self-represented petitioner Keiven Keon Minter as *pro se* in error when he is explicitly entitled to rightfully correct the misdesignation and claim the status of *sui juris creditor beneficiary*.

#### **5. Accuracy in the Record is Essential in Case No. 2023-CP-40-5766**

- Ensuring the record accurately reflects petitioner Keiven Keon Minter’s status as *sui juris creditor beneficiary* is crucial for the integrity of the judicial process in Case No. 2023-CP-40-5766.
- A correction is necessary to prevent further procedural misunderstandings and to eliminate any potential biases arising from the improper designation as *pro se*.

#### **6. Indispensable Party Must Be Joined in Case No. 2023-CP-40-5766**

- The absence of the Palmetto Citizens Federal Credit Union Trustee for the Keiven Keon Minter trust account renders the proceedings procedurally deficient.
- Under South Carolina law and principles of equity, indispensable parties must be joined to ensure complete and fair adjudication.

- Without the mandatory participation of the Palmetto Citizens Federal Credit Union trustee for the Keiven Keon Minter trust account, any judgment rendered in this matter risks further breaches of fiduciary duties and undermines the finality of the Court's decision.
- Enjoining and notifying the Palmetto Citizens Federal Credit Union trustee for the Keiven Keon Minter trust account is necessary to prevent procedural errors and ensure that the Keiven Keon Minter trust account's interests are properly represented.

**8. Explanation How this Status interacts with Procedural Requirements and Fairness with the Application to Case No. 2023-CP-40-5766**

- As the *sui juris creditor beneficiary*, petitioner Keiven Keon Minter asserts that any actions involving the Keiven Keon Minter trust account require the participation of the Palmetto Citizens Federal Credit Union trustee for the Keiven Keon Minter trust account as the indispensable party to protect the fiduciary interests of the Keiven Keon Minter trust account.
- The failure of judge Daniel Coble to recognize this legal status mischaracterizes petitioner Keiven Keon Minter, diminishes his lawful standing, and neglects the material significance of the Palmetto Citizens Federal Credit Union trustee's role.
- Designating petitioner Keiven Keon Minter as *pro se* improperly implies he is merely a self-represented litigant without specialized knowledge, overlooking his unique legal relationship to the subject matter of the case.
- This misdesignation directly contributed to procedural deficiencies, as the Palmetto Citizens Federal Credit Union trustee for the Keiven Keon Minter trust account was

neither enjoined nor required to provide the required trust accounting that is critical for the fair adjudication of claims.

## **RELIEF REQUESTED**

WHEREFORE, petitioner Keiven Keon Minter respectfully requests that the Honorable Court directs attorney Katherine Engels and judge Daniel Coble to:

1. Amend the court records in Case No. 2023-CP-40-5766 to reflect Petitioner's legal status as *sui juris* rather than *pro se*;
2. Address and correct the procedural deficiencies.
3. Recognize and enjoin the Palmetto Citizens Federal Credit Union trustee for the Keiven Keon Minter trust account to be notified and required to participate as the indispensable party in this lawsuit in order for the court to prevent further breaches until this matter is fully investigated and to render the final judgment in Case No. 2023-CP-40-5766.
4. Recuse judge Daniel Coble from presiding as judge over this matter due to judicial bias and procedural impropriety;
5. Take all other appropriate actions to ensure fairness, due process, and accurate reflection of petitioner Keiven Keon Minter's legal standing as *sui juris creditor beneficiary* in this matter.

Respectfully submitted this 3<sup>rd</sup> day of February, 2025.

By:   
\_\_\_\_\_  
**Keiven Keon Minter, *Sui Juris Creditor Beneficiary***  
**6729 Two Notch Road**  
**Columbia, South Carolina 29223**  
**(803) 446-7147**  
**kminter85@hotmail.com**

## **NOTARY ACKNOWLEDGMENT**

**MOTION TO BRING ABOUT THE CORRECTION OF THE RECORD AND THE  
RECUSAL OF THE JUDGE AND THE INCLUSION OF THE  
TRUSTEE AS THE INDISPENSABLE PARTY | Page 8 of 10**

State of South Carolina  
County of Durham

On this 3<sup>rd</sup> day of February, 2025, before me, the undersigned Notary Public, personally appeared Keiven Keon Minter, to me known to be the beneficiary of the KEIVEN KEON MINTER Trust that is described in and who executed this **MOTION TO BRING ABOUT THE CORRECTION OF THE RECORD AND THE RECUSAL OF THE JUDGE AND THE INCLUSION OF THE TRUSTEE AS THE INDISPENSABLE PARTY**, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

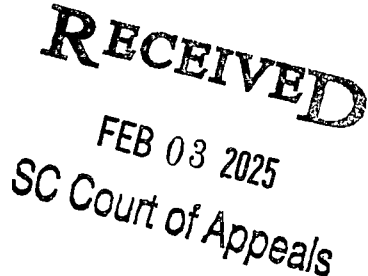
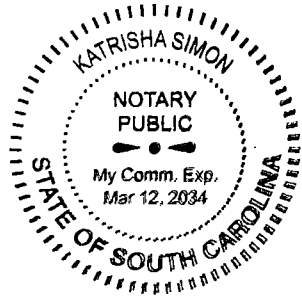
Witness my hand and official seal:

*[Signature]*  
(Signature of Notary Public)

Notary Public Seal (Seal)

Katisha Simon  
(Print Name of Notary Public)

My Commission Expires: March 12, 2034



**CERTIFICATE OF SERVICE**

**MOTION TO BRING ABOUT THE CORRECTION OF THE RECORD AND THE RECUSAL OF THE JUDGE AND THE INCLUSION OF THE TRUSTEE AS THE INDISPENSABLE PARTY** | Page 9 of 10

I hereby certify that a true and correct copy of the foregoing **MOTION TO BRING ABOUT THE CORRECTION OF THE RECORD AND THE RECUSAL OF THE JUDGE AND THE INCLUSION OF THE TRUSTEE AS THE INDISPENSABLE PARTY** was served by U.S.

Postal Services Certified Mail with Returned Receipt Number 9589 0710 5270 1200 5504 39 upon S. Nelson Weston, Jr. using S.C. Bar No. 12902 and Carmen V. Ganjehsani using S.C. Bar No. 73515 and Katherine E. Engels S.C. Bar No. 105389 acting as the attorneys of record for RICHARDSON, PLOWDEN & ROBINSON, PA named as the attorneys for Palmetto Citizens Federal Credit Union with mailing address: 1900 Barnwell Street. Columbia, South Carolina 29201 on this 3<sup>rd</sup> day of February, 2025.

I am returning the attached copy of **RESPONDENT'S RETURN TO APPELLANT'S NOTICE OF REQUEST FOR THE ORDER TO BRING ABOUT THE CORRECTION OF ALL ATTORNEY ERRORS AND PROCEDURAL DEFICIENCIES TO BE INCLUDED IN THE RECORD OF APPEAL AND RESPONDENT'S DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL AND INITIAL BRIEF OF RESPONDENT** for correction of all errors.

Accepted and Approved and Authorized on the 3<sup>rd</sup> day of February, 2025,

By: 

**Keiven Keon Minter, *Sui Juris Creditor Beneficiary for the***

**KEIVEN KEON MINTER Trust  
6729 Two Notch Road Columbia,  
South Carolina 29223**

**(803) 446-7147**

**[kminter85@hotmail.com](mailto:kminter85@hotmail.com)**

**RECEIVED**

**FEB 03 2025**

**SC Court of Appeals**

**THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

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APPEAL FROM RICHLAND COUNTY  
COURT OF COMMON PLEAS  
THE HONORABLE DANIEL COBLE  
CIRCUIT COURT JUDGE

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APPELLATE CASE NO. 2024-001529  
CIVIL ACTION NO. 2023-CP-40-05766

---

Palmetto Citizens Federal Credit Union,

**RESPONDENT,**

versus

Keiven Keon Minter,

**APPELLANT.**

---

**RESPONDENT'S RETURN TO APPELLANT'S NOTICE OF REQUEST FOR  
THE ORDER TO BRING ABOUT THE CORRECTION OF ALL ATTORNEY  
ERRORS AND PROCEDURAL DEFICIENCIES TO BE INCLUDED IN THE  
RECORD ON APPEAL**

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Palmetto Citizens Federal Credit Union, Respondent in the above referenced matter, hereby files this Return and objects to any relief sought in Appellant Keiven Keon Minter's document entitled "Notice of Request for the Order to Bring About the Correction of All Attorney Errors and Procedural Deficiencies to be Included in the Record on Appeal."

The case was pending below in the Court of Common Pleas for Richland County. The Honorable Daniel Coble heard argument on the parties' cross-motions for summary

judgment. Judge Coble granted Respondent's motion for summary judgment and denied Appellant's motion for summary judgment. Appellant filed an appeal of Judge Coble's motion for summary judgment in favor of Respondent and filed his Initial Appellant's Brief with this Court on or about November 15, 2024. Respondent filed its Initial Respondent's Brief on or about January 13, 2025.

The arguments before this Court are confined to the issues Appellant raised in his Initial Appellant's Brief. State v. Dunbar, 356 S.C. 138, 142, 587 S.E.2d 691, 694 (2003) ("No point will be considered which is not set forth in the statement of issues on appeal."); Rule 208(b)(1)(B), SCACR (providing that no issue will be considered which is not set forth in the statement of issues on appeal).

Appellant's purported motion raises issues beyond that considered by Judge Coble and those raised by Appellant in his Initial Appellant's Brief. There is no basis for this Court to consider and grant any relief sought in Appellant's motion. Accordingly, Respondent requests this Court to deny the relief sought in Appellant's "Notice of Request for the Order to Bring About the Correction of All Attorney Errors and Procedural Deficiencies to be Included in the Record on Appeal."

*[signature on following page]*

Respectfully submitted,

/s Carmen V. Ganjehsani

S. Nelson Weston, Jr. (S.C. Bar No. 12902)

Carmen V. Ganjehsani (S.C. Bar No. 73515)

Katherine E. Engels (S.C. Bar No. 105389)

RICHARDSON, PLOWDEN & ROBINSON, PA

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[kengels@richardsonplowden.com](mailto:kengels@richardsonplowden.com)

**ATTORNEYS FOR RESPONDENT  
PALMETTO CITIZENS FEDERAL  
CREDIT UNION**

February 3, 2025.

**CERTIFICATE OF SERVICE**

I, the undersigned, an employee of Richardson Plowden & Robinson, P.A., for Respondent Palmetto Citizens Federal Credit Union do hereby certify that I have this date served the foregoing Return to Appellant's Notice of Request for the Order to Bring About the Correction of All Attorney Errors and Procedural Deficiencies to be Included in the Record on Appeal, dated February 3, 2025, by personally serving the same pursuant to Section (d)(1) of the Supreme Court's Amended Order dated April 24, 2024, on the following counsel of record using the primary email addresses listed in the Attorney Information System (if applicable) and/or via U.S. Mail as indicated below:

Keiven Keon Minter  
6729 Two Notch Road  
Columbia SC 29223  
[kminter85@hotmail.com](mailto:kminter85@hotmail.com)  
**Appellant *pro se***

A copy of the sent email is enclosed with this Certificate of Service.

/s Carmen V. Ganjehsani  
Carmen V. Ganjehsani  
S.C. Bar No. 73515  
RICHARDSON, PLOWDEN & ROBINSON, PA  
1900 Barnwell Street (29201)  
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**ATTORNEYS FOR RESPONDENT  
PALMETTO CITIZENS FEDERAL  
CREDIT UNION**

Dated: February 3, 2025.

**From:** [Carmen Ganjehsani](#)  
**To:** [kminter85@hotmail.com](mailto:kminter85@hotmail.com)  
**Cc:** [Nelson Weston](#); [Katie Engels](#)  
**Subject:** 2024-001529 Palmetto Citizens v. Minter  
**Date:** Monday, February 3, 2025 11:16:00 AM  
**Attachments:** [2024-001529 Palmetto Citizens v. Minter \(Return to Mtn re Correction of Errors\) \(3627626\).pdf](#)


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Mr. Minter,

Please find served upon you Respondent Palmetto Citizens Federal Credit Union's Return to your most recent motion. We will also be serving a copy of this document via U.S. Mail at your address on file with the Court of Appeals.

Thank you,  
Carmen Ganjehsani

<u>HOME</u>	<u>VCARD</u>	<u>LOCATION</u>
	<b>Carmen V. Ganjehsani</b> Shareholder <a href="mailto:Cganjehsani@RichardsonPlowden.com">Cganjehsani@RichardsonPlowden.com</a>	<b>Richardson Plowden &amp; Robinson,</b> P.A. 1900 Barnwell Street Columbia, SC 29201 Tel: 803.253.8692 Fax: 803.779.0016 <a href="http://www.RichardsonPlowden.com">www.RichardsonPlowden.com</a>



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**THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

---

APPEAL FROM RICHLAND COUNTY  
COURT OF COMMON PLEAS  
THE HONORABLE DANIEL COBLE  
CIRCUIT COURT JUDGE

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APPELLATE CASE NO. 2024-001529  
CIVIL ACTION NO. 2023-CP-40-05766

---

Palmetto Citizens Federal Credit Union,

**RESPONDENT,**

versus

Keiven Keon Minter,

**APPELLANT.**

---

**RESPONDENT'S DESIGNATION OF MATTER TO BE INCLUDED IN THE  
RECORD ON APPEAL**

---

Palmetto Citizens Federal Credit Union, Respondent in the above referenced matter, proposes the following be included in the Record on Appeal:

1. Respondent's Complaint, filed October 30, 2023, with attached exhibits:
  - A: Statement of Account ;
  - B: September 18, 2023 Letter;
2. Appellant's Declaration by Affidavit in Support of Conditional Acceptance, filed November 13, 2023;
3. Respondent's Motion for Summary Judgment, filed December 13, 2023;
4. Affidavit in Support of Motion for Summary Judgment, filed December 13, 2023, with attached exhibits:

- A. Loan Application:
  - B: August 22, 2023 Letter and September 18, 2023 Letter; and
  - C: Statement of Account;
5. Appellant's Motion for Summary Judgment, filed January 9, 2024;
  6. Appellant's Motion to Change Venue, filed May 15, 2024;
  7. Appellant's Motion to Amend Answer, filed July 18, 2024;
  8. Transcript of hearing held before The Honorable Daniel Coble on August 9, 2024;
  9. Form 4 Order, filed August 9, 2024;
  10. Form 4 Order, filed August 15, 2024; and
  11. Order, filed September 4, 2024.

I certify that this designation contains no matter which is irrelevant to this appeal.

Respectfully submitted,

/s Carmen V. Ganjehsani  
S. Nelson Weston, Jr. (S.C. Bar No. 12902)  
Carmen V. Ganjehsani (S.C. Bar No. 73515)  
Katherine E. Engels (S.C. Bar No. 105389)  
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**ATTORNEYS FOR RESPONDENT  
PALMETTO CITIZENS FEDERAL  
CREDIT UNION**

January 13, 2025.

**CERTIFICATE OF SERVICE**

I, the undersigned, an employee of Richardson Plowden & Robinson, P.A., for Respondent Palmetto Citizens Federal Credit Union do hereby certify that I have this date served the foregoing Designation of Matter to be Included in the Record on Appeal, dated January 13, 2025, by personally serving the same pursuant to Section (d)(1) of the Supreme Court's Amended Order dated April 24, 2024, on the following counsel of record using the primary email addresses listed in the Attorney Information System (if applicable) and/or via U.S. Mail as indicated below:

Keiven Keon Minter  
6729 Two Notch Road  
Columbia SC 29223  
[kminter85@hotmail.com](mailto:kminter85@hotmail.com)  
**Appellant *pro se***

A copy of the sent email is enclosed with this Certificate of Service.

/s Carmen V. Ganjehsani  
Carmen V. Ganjehsani  
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CREDIT UNION**

Dated: January 13, 2025.

**THE STATE OF SOUTH CAROLINA  
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APPEAL FROM RICHLAND COUNTY  
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Palmetto Citizens Federal Credit Union,

**RESPONDENT,**

versus

Keiven Keon Minter,

**APPELLANT.**

---

**INITIAL BRIEF OF RESPONDENT**

---

S. Nelson Weston, Jr. (S.C. Bar No. 12902)  
Carmen V. Ganjehsani (S.C. Bar No. 73515)  
Katherine E. Engels (S.C. Bar No. 105389)  
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**ATTORNEYS FOR RESPONDENT  
PALMETTO CITIZENS FEDERAL  
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**COUNTERSTATEMENT OF ISSUES ON APPEAL**

- I. The Trial Court did not err in granting summary judgment to Respondent Palmetto Citizens because Appellant Minter did not present any evidence to contest that he owed the amount due on the debt to Palmetto Citizens; furthermore, Appellant Minter did not preserve all issues he raised against the grant of summary judgment for appellate review.
  
- II. Appellant Minter did not appeal the Trial Court's order denying his motion to amend his answer to include a counterclaim against Respondent Palmetto Citizens; therefore, Palmetto Citizens is not default for the alleged failure to reply to any purported counterclaim.

**COUNTERSTATEMENT OF THE CASE**

On October 30, 2023, Respondent Palmetto Citizens Federal Credit Union ("Palmetto Citizens") filed a Complaint in the Court of Common Pleas for Richland County against Appellant Keiven Keon Minter for causes of action of account stated and unjust enrichment. [R.pp. \_\_\_; Compl.] More specifically, Palmetto Citizens alleged it issued credit to Mr. Minter under a vehicle loan account (the "Account") for which Mr. Minter used to purchase goods and services. [R.pp. \_\_\_; Id. at ¶¶ 4-6.] The Complaint further alleged that Mr. Minter agreed to make minimum payments on the Account, had failed to do so, and had last made a minimum payment on June 2, 2023. [R.p. \_\_\_; Id. at ¶¶ 7-8.]

Palmetto Citizens sent notice to Mr. Minter of his default under the Account, but Mr. Minter failed to cure the default. [R.pp. \_\_\_; \_\_\_; Id. at ¶ 9; Ex. B. to Aff. in Support of Mtn. for Summary Judgment.] Palmetto Citizens alleged that due and owing on the Account was a balance of \$6,861.20 as of October 23, 2023 plus contractual interest on the balance. [R.p. \_\_\_; Compl., ¶ 10.] Palmetto Citizens attached to the Complaint a Verified Statement of Account from Gabriel McFadden, an authorized agent of Palmetto Citizens, verifying \$6,861.20 plus interest at the rate of 5.3% plus prime per annum plus attorney's fees and costs was due on the Account. [R.p. \_\_\_; Id. at Ex. A.]

Palmetto Citizens also asserted a claim for unjust enrichment for the benefit it had conferred upon Mr. Minter when Palmetto Citizens provided Mr. Minter a credit line and Mr. Minter realized the benefit of the credit line. Palmetto Citizens alleged it would be inequitable not to require Mr. Minter to repay the benefit conferred. [R.p. \_\_\_; Id. at ¶¶ 11-13.]

Palmetto Citizens sought judgment from Mr. Minter for \$6,861.20 with pre-judgment interest, costs, and reasonable attorney's fees and such other relief as the court may deem appropriate. [R.p. \_\_\_; Id. at p. 3.]

Mr. Minter did not file an answer to the Complaint, but instead filed a document entitled "Declaration by Affidavit in Support of Conditional Acceptance" on November 13, 2023 [R.pp. \_\_\_; Declaration.] While Mr. Minter denied being in possession of any documents relating to the claim, he did not deny the allegations of the Complaint or the amount due on the Account in this Declaration. [R.pp. \_\_\_; Id.]

On December 13, 2023, Palmetto Citizens moved for summary judgment on the claims asserted in its Complaint. [R.p. \_\_\_; Mtn for Summary Judgment.] In support of its Motion for Summary Judgment, Palmetto Citizens submitted the Affidavit of Gabriel McFadden who averred that Mr. Minter was in default on the Account and owed \$6,861.20 plus contractual interest on the balance. [R.pp. \_\_\_; Aff.] Attached to the Affidavit was the Loan Application dated February 22, 2019<sup>1</sup> signed by Mr. Minter, the Notice of Consumer's Right to Cure dated August 22, 2023, a demand letter to Mr. Minter to resolve

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<sup>1</sup> In his brief, Mr. Minter contends Palmetto Citizens referenced an agreement dated February 29, 2019 at the hearing, but this was obviously either an inadvertent misstatement or transcription error.

the balance due on the Account dated September 18, 2023, and the Verified Statement of Account. [R.pp. \_\_\_\_; Exs. to Aff.]

On January 9, 2024, Mr. Minter filed a motion for summary judgment for failure of Palmetto Citizens to state facts sufficient to constitute a cause of action. [R.pp. \_\_\_\_; Minter Mtn. for Summary Judgment.] In his motion, Mr. Minter did not specifically dispute that he received a credit line from Palmetto Citizens and owed the amount sought in the Complaint by Palmetto Citizens.

On May 15, 2015, Mr. Minter filed a Motion for Change of Venue to remove the case from the requirement for Alternative Dispute Resolution. [R.pp. \_\_\_\_; Mtn for Change of Venue.]

On July 18, 2024, over eight (8) months after filing his “Declaration by Affidavit in Support of Conditional Acceptance,” Mr. Minter filed a Motion to Amend Answer which also sought to bring a counterclaim against Palmetto Citizens. [R.pp. \_\_\_\_; Mtn. to Amend.]

On August 9, 2024, a hearing was held before The Honorable Daniel Coble on Palmetto Citizens’ Motion for Summary Judgment, as well as Mr. Minter’s Motion for Summary Judgment, Motion to Change Venue, and Motion to Amend Answer. [R.pp. \_\_\_\_; Tr.] At the hearing, counsel for Palmetto Citizens informed the Trial Court that in his various correspondence and filings, Mr. Minter had not disputed the amount of debt owed. [R.p. \_\_\_\_; Id. at p. 6, ll. 7-18.]

The Court asked Mr. Minter to respond to the argument of Palmetto Citizens. [R.pp. \_\_\_\_; Id. at pp. 6, l. 19 – 7, l. 1] Mr. Minter offered no evidence to dispute that he did not owe the amount sought from Palmetto Citizens in the Complaint. [R.pp. \_\_\_\_; Id. at pp. 7, l. 2 – 8, l. 3.]

With respect to his Motion to Change Venue, Mr. Minter stated that he was under the impression the case was going to be submitted to Alternative Dispute Resolution and he wanted to ensure the case remained in the Trial Court. [R.p. \_\_\_\_; Id. at p. 8, ll. 4-9.] With respect to his Motion to Amend Answer, Mr. Minter stated he did not know the court procedures until he started studying and then wanted to answer the proper way. [R.p. \_\_\_\_; Id. at p. 8, ll. 10-15.] At the conclusion of the hearing, the Trial Court took the motions under advisement. [R.p. \_\_\_\_; Id. at p. 8, ll. 16-19.]

On August 15, 2024, the Trial Court issued a Form 4 Order denying Mr. Minter's Motions to Change Venue and Amend Answer and granting Palmetto Citizens' Motion for Summary Judgment. [R.pp. \_\_\_\_; Form 4<sup>2</sup>.]

On September 4, 2024, the Trial Court issued its Formal Order granting Palmetto Citizens' Motion for Summary Judgment and denying Mr. Minter's Motion for Summary Judgment, Motion to Change Venue, and Motion to Amend Answer. [R.pp. \_\_\_\_; Order.] The Trial Court awarded judgment to Palmetto Citizens against Mr. Minter as follow:

Amount Due:	\$6,861.20
Interest:	\$363.64 (from 10/30/2023 to 8/22/2024)
Costs:	\$328.06
Attorney's Fees:	<u>\$2,554.25</u>
<b>Total:</b>	<b>\$10,107.15</b>

[R.p. \_\_\_\_; Id. at p. 5.]

Mr. Minter filed his Notice of Appeal to this Court on or about September 10, 2024.

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<sup>2</sup> The Trial Court had previously entered a Form 4 Order on August 9, 2024 which stated it was granting Defendant's Motion for Summary Judgment, [R.pp. \_\_\_\_; Initial Form 4], but the August 15, 2024 Form 4 Order corrected this scrivener's error. [R.pp. \_\_\_\_; Am. Form 4.]

### STANDARD OF REVIEW

When reviewing the grant of a summary judgment motion, the appellate court applies the same standard which governs the trial court under Rule 56(c) of the South Carolina Rules of Civil Procedure. Ellis v. Davidson, 358 S.C. 509, 517, 595 S.E.2d 817, 821 (Ct. App. 2004). Rule 56(c) provides a motion for summary judgment shall be granted if “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” See Progressive Max Ins. Co. v. Floating Caps, Inc., 405 S.C. 35, 42, 747 S.E.2d 178, 181 (2013). “In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn therefrom in the light most favorable to the party opposing summary judgment.” Id.; Wachovia Bank, N.A. v. Coffey, 404 S.C. 421, 425, 746 S.E.2d 35, 38 (2013).

“The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” Dawkins v. Fields, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003) (citations omitted). The party seeking summary judgment under Rule 56(c) has the initial burden of demonstrating the absence of a genuine issue of material fact. Ellis, 358 S.C. at 518, 595 S.E.2d at 822. “Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. . . . Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial.” Id. at 518-19, 595 S.E.2d at 822. “[W]hen

plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted.” Id. at 518, 595 S.E.2d at 822.

### ARGUMENT

**I. The Trial Court did not err in granting summary judgment to Respondent Palmetto Citizens because Appellant Minter did not present any evidence to contest that he owed the amount due on the debt to Palmetto Citizens; furthermore, Appellant Minter did not preserve all issues he raised against the grant of summary judgment for appellate review.**

The Trial Court properly granted summary judgment to Palmetto Citizens against Mr. Minter because the evidence presented to the Trial Court showed (1) Palmetto Citizens issued credit on or about February 22, 2019 under a vehicle loan agreement to be used by Mr. Minter to purchase an automobile; (2) Mr. Minter failed to make minimum payments and was in default under the terms of the Account; and (3) Palmetto Citizens was owed the principal amount of \$6,861.20 plus interest, costs, and attorney’s fees. [R.pp. \_\_\_; \_\_\_; Order, pp. 2-3; Palmetto Citizens Mtn. for Summary Judgment, Aff., and Exs.] The Trial Court noted that Mr. Minter presented no evidence contesting these facts. [R.pp. \_\_\_; Order, pp. 2-3.]

In his brief to this Court, Mr. Minter continues to fail to point to any evidence as to why he does not owe the judgment awarded by the Trial Court to Palmetto Citizens on the Account. “When a party makes a motion for summary judgment, an adverse party may not rest upon the mere allegations or denials of his pleadings, but his response, by affidavits or as otherwise provided in this Rule, must set forth specific facts showing that there is a genuine issue for trial. If the adverse party does not respond accordingly, the trial court shall enter summary judgment against him if appropriate. When a party makes no factual showing in opposition to a motion for summary judgment, the trial court must grant

summary judgment to the moving party if, under the facts presented, the latter is entitled to summary judgment as matter of law.” Coker v. Cummings, 381 S.C. 45, 54-55, 671 S.E.2d 383, 388 (Ct. App. 2008) (internal citations omitted).

Nothing in the record disputes the evidence presented by Palmetto Citizens in its Motion for Summary Judgment showing that it was entitled to judgment on the Account. Mr. Minter was given an opportunity by the Trial Court at the hearing to respond to Palmetto Citizens’ Motion for Summary Judgment, but failed to offer any meaningful response or any evidence contradicting Palmetto Citizens’ entitlement to the amount due on the Account. [R.pp. \_\_\_; Tr. pp. 4, l. 22 – 8. ,l. 4.]

While Mr. Minter purports to raise an issue with the account number listed on the Loan Application dated February 22, 2019 [R.pp. \_\_\_; Aff. Ex. in support of Mtn. for Summary Judgment], the Trial Court did not rule upon any such issue in its Order granting summary judgment to Palmetto Citizens. Mr. Minter did not file any motion under Rule 59(e), SCRPC to request the Trial Court to address this issue or any other issues he purports to raise in his Appellant’s Brief. Therefore, this issue and any other extraneous issues raised by Mr. Minter in his Appellant’s Brief are not preserved for appellate review. See Jones v. State Farm Mut. Auto. Ins. Co., 364 S.C. 222, 235, 612 S.E.2d 719, 726 (Ct. App. 2005) (holding an issue is not preserved for appellate review where the trial court does not explicitly rule on it and the appellant does not raise it in a Rule 59(e) motion to alter or amend the judgment). Accordingly, this Court should affirm the Trial Court’s grant of summary judgment to Palmetto Citizens.

**II. Appellant Minter did not appeal the Trial Court's order denying his motion to amend his answer to include a counterclaim against Respondent Palmetto Citizens; therefore, Palmetto Citizens is not default for the alleged failure to reply to any purported counterclaim.**

Mr. Minter's second issue on appeal contends that because Palmetto Citizens did not reply to his purported counterclaim, Palmetto Citizens is in default and has admitted all allegations of the purported counterclaim. The Trial Court, however, denied Mr. Minter's motion to amend his answer to assert a counterclaim. [R.pp. \_\_\_; \_\_\_; Mtn. to Amend.; Order, pp. 3-4.] Mr. Minter has not appealed the denial of his motion to amend by Trial Court. It is therefore law of the case that he was not entitled to amend any answer to assert a counterclaim. See State v. Fripp, 396 S.C. 434, 441, 721 S.E.2d 465, 468 (Ct. App. 2012) (concluding the appellant's failure to challenge the circuit court's ruling in his appellate brief rendered the unchallenged ruling the law of the case); see also Rule 208(b)(1)(B), SCACR ("Ordinarily, no point will be considered which is not set forth in the statement of the issues on appeal."); Wright v. Craft, 372 S.C. 1, 21, 640 S.E.2d 486, 497 (Ct. App. 2006) (finding an argument not contained in an appellant's statement of issues on appeal is not properly before the appellate court).

Accordingly, there was no active counterclaim by Mr. Minter against Palmetto Citizens in this case. Palmetto Citizens is therefore not in default on such purported counterclaim.

**CONCLUSION**

For the reasons set forth herein, Respondent Palmetto Citizens requests this Court to affirm the Trial Court's grant of summary judgment to Palmetto Citizens against Mr. Minter.

Respectfully submitted,

/s Carmen V. Ganjehsani

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**ATTORNEYS FOR RESPONDENT**

**PALMETTO CITIZENS FEDERAL**

**CREDIT UNION**

January 13, 2025.

**CERTIFICATE OF SERVICE**

I, the undersigned, an employee of Richardson Plowden & Robinson, P.A., for Respondent Palmetto Citizens Federal Credit Union do hereby certify that I have this date served the foregoing Initial Respondent's Brief, dated January 13, 2025, by personally serving the same pursuant to Section (d)(1) of the Supreme Court's Amended Order dated April 24, 2024, on the following counsel of record using the primary email addresses listed in the Attorney Information System (if applicable) and/or via U.S. Mail as indicated below:

Keiven Keon Minter  
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**Appellant *pro se***

A copy of the sent email is enclosed with this Certificate of Service.

/s Carmen V. Ganjehsani  
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Dated: January 13, 2025.