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SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Case No. 2019-CP-10-4503  
Appellate Case No. 2023-001844

Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit  
Loans Inc., Pass-Through Certificates 2007 QH2.....Respondent,  
v.

Ashley Johnson Beshara as Trustee of the Revocable Trust Agreement for 2235  
Shoreline Drive originally dated the 3rd day of March 2010; Shoreline Farms  
Community Association, Inc.; Wells Fargo Bank, N.A.; Cadle Rock Joint Venture,  
L. P. an Ohio Limited Partnership, Curtis Rogers and Julie Rogers, Defendants,  
Of whom Curtis Rogers, Julie Rogers and Ashley Johnson Beshara as Trustee of the  
Revocable Trust Agreement for 2235 Shoreline Drive originally dated 34d day of  
March 2010 are the .....Appellants,

AND

Ashley Johnson Beshara as Trustee of the Revocable Trust Agreement for 2235  
Shoreline Drive originally dated the 3rd day of March 2010, Third-Party Plaintiff,

v.

Nationstar Mortgage, LLC,.....Respondent.

**RECORD ON APPEAL**

***Volume V***

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*Americas, as Trustee &*  
*Nationstar Mortgage, LLC*

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**EXHIBIT R****SERVICING CRITERIA TO BE ADDRESSED IN ASSESSMENT OF COMPLIANCE**

The assessment of compliance to be delivered by the Trustee shall address, at a minimum, the criteria identified as below as “Applicable Servicing Criteria”:

| <b>Servicing Criteria</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Applicable Servicing Criteria</b> |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Reference</b>          | <b>Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      |
|                           | <b>General Servicing Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                      |
| 1122(d)(1)(i)             | Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      |
| 1122(d)(1)(ii)            | If any material servicing activities are outsourced to third parties, policies and procedures are instituted to monitor the third party's performance and compliance with such servicing activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |
| 1122(d)(1)(iii)           | Any requirements in the transaction agreements to maintain a back-up servicer for the pool assets are maintained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                      |
| 1122(d)(1)(iv)            | A fidelity bond and errors and omissions policy is in effect on the party participating in the servicing function throughout the reporting period in the amount of coverage required by and otherwise in accordance with the terms of the transaction agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                      |
|                           | <b>Cash Collection and Administration</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                      |
| 1122(d)(2)(i)             | Payments on pool assets are deposited into the appropriate custodial bank accounts and related bank clearing accounts no more than two business days following receipt, or such other number of days specified in the transaction agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ✓ (as to accounts held by Trustee)   |
| 1122(d)(2)(ii)            | Disbursements made via wire transfer on behalf of an obligor or to an investor are made only by authorized personnel.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ✓ (as to investors only)             |
| 1122(d)(2)(iii)           | Advances of funds or guarantees regarding collections, cash flows or distributions, and any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                      |
| 1122(d)(2)(iv)            | The related accounts for the transaction, such as cash reserve accounts or accounts established as a form of overcollateralization, are separately maintained (e.g., with respect to commingling of cash) as set forth in the transaction agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                | ✓ (as to accounts held by Trustee)   |
| 1122(d)(2)(v)             | Each custodial account is maintained at a federally insured depository institution as set forth in the transaction agreements. For purposes of this criterion, “federally insured depository institution” with respect to a foreign financial institution means a foreign financial institution that meets the requirements of Rule 13k-1(b)(1) of the Securities Exchange Act.                                                                                                                                                                                                                                                                                                                      |                                      |
| 1122(d)(2)(vi)            | Unissued checks are safeguarded so as to prevent unauthorized access.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |
| 1122(d)(2)(vii)           | Reconciliations are prepared on a monthly basis for all asset-backed securities related bank accounts, including custodial accounts and related bank clearing accounts. These reconciliations are (A) mathematically accurate; (B) prepared within 30 calendar days after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) reviewed and approved by someone other than the person who prepared the reconciliation; and (D) contain explanations for reconciling items. These reconciling items are resolved within 90 calendar days of their original identification, or such other number of days specified in the transaction agreements. |                                      |

| <b>Servicing Criteria</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Applicable Servicing Criteria</b> |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Reference</b>          | <b>Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                      |
|                           | <b>Investor Remittances and Reporting</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                      |
| 1122(d)(3)(i)             | Reports to investors, including those to be filed with the Commission, are maintained in accordance with the transaction agreements and applicable Commission requirements. Specifically, such reports (A) are prepared in accordance with timeframes and other terms set forth in the transaction agreements; (B) provide information calculated in accordance with the terms specified in the transaction agreements; (C) are filed with the Commission as required by its rules and regulations; and (D) agree with investors' or the trustee's records as to the total unpaid principal balance and number of pool assets serviced by the servicer. |                                      |
| 1122(d)(3)(ii)            | Amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ✓                                    |
| 1122(d)(3)(iii)           | Disbursements made to an investor are posted within two business days to the servicer's investor records, or such other number of days specified in the transaction agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ✓                                    |
| 1122(d)(3)(iv)            | Amounts remitted to investors per the investor reports agree with cancelled checks, or other form of payment, or custodial bank statements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ✓                                    |
|                           | <b>Pool Asset Administration</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                      |
| 1122(d)(4)(i)             | Collateral or security on pool assets is maintained as required by the transaction agreements or related asset pool documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                      |
| 1122(d)(4)(ii)            | Pool assets and related documents are safeguarded as required by the transaction agreements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      |
| 1122(d)(4)(iii)           | Any additions, removals or substitutions to the asset pool are made, reviewed and approved in accordance with any conditions or requirements in the transaction agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      |
| 1122(d)(4)(iv)            | Payments on pool assets, including any payoffs, made in accordance with the related pool asset documents are posted to the servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related pool asset documents.                                                                                                                                                                                                                                            |                                      |
| 1122(d)(4)(v)             | The servicer's records regarding the pool assets agree with the servicer's records with respect to an obligor's unpaid principal balance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                      |
| 1122(d)(4)(vi)            | Changes with respect to the terms or status of an obligor's pool asset (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.                                                                                                                                                                                                                                                                                                                                                                                                  |                                      |
| 1122(d)(4)(vii)           | Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the transaction agreements.                                                                                                                                                                                                                                                                                                                                                  |                                      |
| 1122(d)(4)(viii)          | Records documenting collection efforts are maintained during the period a pool asset is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent pool assets including, for example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).                                                                                                                                          |                                      |
| 1122(d)(4)(ix)            | Adjustments to interest rates or rates of return for pool assets with variable rates are computed based on the related pool asset documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                      |
| 1122(d)(4)(x)             | Regarding any funds held in trust for an obligor (such as escrow accounts): (A) such funds are analyzed, in accordance with the obligor's pool asset documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) interest on such funds is paid, or credited, to obligors in accordance with applicable pool asset documents and state laws; and (C) such funds are returned to the obligor within 30 calendar days of full repayment of the related pool asset, or such other number of days specified in the transaction agreements.                                                                    |                                      |

| <b>Servicing Criteria</b> |                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Applicable Servicing Criteria</b> |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Reference</b>          | <b>Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                 |                                      |
| 1122(d)(4)(xi)            | Payments made on behalf of an obligor (such as tax or insurance payments) are made on or before the related penalty or expiration dates, as indicated on the appropriate bills or notices for such payments, provided that such support has been received by the servicer at least 30 calendar days prior to these dates, or such other number of days specified in the transaction agreements. |                                      |
| 1122(d)(4)(xii)           | Any late payment penalties in connection with any payment to be made on behalf of an obligor are paid from the servicer's funds and not charged to the obligor, unless the late payment was due to the obligor's error or omission.                                                                                                                                                             |                                      |
| 1122(d)(4)(xiii)          | Disbursements made on behalf of an obligor are posted within two business days to the obligor's records maintained by the servicer, or such other number of days specified in the transaction agreements.                                                                                                                                                                                       |                                      |
| 1122(d)(4)(xiv)           | Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in accordance with the transaction agreements.                                                                                                                                                                                                                                                                |                                      |
| 1122(d)(4)(xv)            | Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or Item 1115 of Regulation AB, is maintained as set forth in the transaction agreements.                                                                                                                                                                                                                   | ✓                                    |
|                           |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON ) NINTH JUDICIAL DISTRICT

Deutsche Bank Trust Company ) Civil Action No. 2019-CP-10-04503  
Americas, as Trustee for Residential )  
Accredit Loans, Inc., Pass-Through )  
Certificates 2007-QH2, )

Plaintiff, )

v. )

Ashley Johnson Beshera as Trustee of the )  
Revocable Trust Agreement for 2235 )  
Shoreline Drive originally dated 3<sup>rd</sup> day )  
of March 2010; et al., )

Defendants, )

Ashley Johnson Beshera as Trustee of the )  
Revocable Trust Agreement for 2235 )  
Shoreline Drive originally dated 3<sup>rd</sup> day )  
of March 2010, )

Third-Party Plaintiff, )

v. )

Nationstar Mortgage LLC, )

Third-Party Defendant. )

### AFFIDAVIT OF ALAN BLUNT

I, Alan Blunt, being duly sworn and deposed, state as follows:

1. I am over eighteen (18) years of age, am competent to make this statement, and have personal knowledge of the matters set forth in this Affidavit.
2. I am a duly authorized bank officer and/or custodian of the records of Nationstar Mortgage LLC ("Nationstar") with authority to execute this Affidavit and certify the authenticity and accuracy of the records produced.

3. Nationstar maintained records for the subject loan (the "Loan") in its capacity as servicer of the Loan. As part of my job responsibilities for Nationstar, I am familiar with Nationstar's record keeping practices and the type of records maintained by Nationstar in connection with the Loan.
4. The Records were kept in the ordinary course of regularly conducted business activity by Nationstar personnel or by persons acting under their control.
5. The Records were made and kept by the regularly conducted activity of Nationstar as a regular practice, on or about the time of the act, condition, or event recorded.
6. Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.) was the loan lender for the Mortgage and Note on or about January 12, 2007 for the Property located at 2235 Shoreline Drive, Johns Island, SC 29455 entered with the Charleston County South Carolina Register of Deeds in Book 613 Page 844. A true and accurate copy is attached herewith as **Exhibit A**.
7. Effective September 8, 2009 a Corporate Assignment of Mortgage was executed from Mortgage Electronic Registration Systems, Inc., as Nominee for Homecomings Financial, LLC F/K/A Homecomings Financial Network, Inc. It's Successors and Assigns to Aurora Loan Services LLC recorded on September 15, 2009 in Book 0081 and Page 058. A true and accurate copy is attached herewith as **Exhibit B**.
8. Effective April 14, 2014 a Corporate Assignment of Mortgage was executed from Aurora Loan Services LLC by Nationstar Mortgage LLC, Its Attorney-In-Fact to Deutsche Bank Trust Company As Nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.) recorded in Book 0398 and Page 768 investor and owner of the loan. A true and accurate copy is attached herewith as **Exhibit C**.
9. Curtis & Julie Rogers ("Rogers") are the beneficiaries of a Revocable Trust Agreement dated March 3, 2010 with Ashley Johnson Beshara as Trustee ("Trustee"). A true and accurate copy is attached herewith as **Exhibit D**.
10. The Rogers broke the conditions of the note and mortgage and were in default since May, 1, 2009.
11. Nationstar Mortgage LLC became the loan servicer on July 1, 2012. At that time, Nationstar took possession of the Note through its custodian.
12. Pursuant to the Standard Terms of the Pooling and Servicing Agreement, Nationstar was authorized to commence a judicial foreclosure in its name and as a person entitled to enforce the Note. A true and accurate copy is attached herewith as **Exhibit E**.

**FURTHER AFFIANT SAYETH NOT.**

Signature: \_\_\_\_\_

Print Name: **Alan Blunt**

Title: **Assistant Secretary and Assistant Vice President**

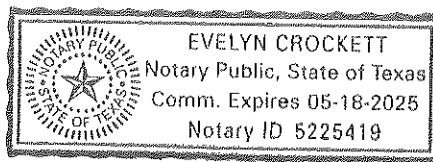
Date: **October 5, 2022**

STATE OF TEXAS

COUNTY OF DALLAS

SWORN TO and subscribed before me this 5<sup>th</sup> day of October, 2022.

Evelyn Crockett



My Commission expires: 5-18-2025



1                    APPEARANCES:  
2    Attorney for the Plaintiff.  
3    Ms. Jasmine Gardner, Esquire  
4  
5    Attorney for Defendant.  
6    Ms. Mary Leigh Arnold, Esquire  
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11   Mr. David Conor Keys, Esquire  
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EXHIBITS

(None Marked)

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

1 PROCEEDING

2 THE COURT: Good morning.

3 MS. GARDNER: Good morning, Your Honor.

4 MR. KEYS: Good morning, Your Honor.

5 THE COURT: I'm showing the first matter on the docket is  
6 completed. Which brings us to -- looks like matters two through  
7 five, Deutsche Bank versus various and sundry different  
8 parties.

9 MR. KEYS: Yes, Your Honor. Sammy Arnold is my co-counsel.  
10 I have just talked to her. She was trying to get in, and it was  
11 cycling. Told her to cancel out and try again. So, she should  
12 be popping in here any second.

13 MS. ARNOLD: Judge, I believe I'm in now. Yes.

14 THE COURT: Okay. I see we have Ms. Gardner, who is here  
15 on behalf of, I believe, Deutsche Bank and Nationstar.

16 MS. GARDNER: Yes, Your Honor. Good morning.

17 THE COURT: Sorry. That was a mean trick. I waited till  
18 you walked away to talk to you.

19 MS. ARNOLD: I was trying to -- I was trying to move my  
20 camera closer. I don't have a zoom right now. So, and apologies  
21 if it looks like I'm looking up in the sky for answers. My  
22 camera's here, but you all are on my screen. So ---

23 MR. KEYS: The same issue.

24 THE COURT: And then, Ms. Arnold, tell me who you're here  
25 representing?

1 MS. ARNOLD: I'm representing the Rogers, Curtis and Julie  
2 Rogers.

3 THE COURT: And Mr. Keys.

4 MR. KEYS: I represent Ms. Beshara, the trustee of the  
5 trust.

6 THE COURT: Today, anybody else that's on this? Okay. I  
7 see that we have a number of motions on the docket. I'm going  
8 to take them in the order that they're on the docket. Unless  
9 y'all have some other proposal.

10 MS. ARNOLD: That's fine, Your Honor.

11 THE COURT: So, I believe, Ms. Arnold, is that -- this is  
12 your motion to compel and for sanctions?

13 MS. ARNOLD: That's correct, Your Honor.

14 THE COURT: I'm glad to hear from you.

15 MS. ARNOLD: Thank you, Your Honor, Mary Arnold again, on  
16 behalf of the Rogers. Your Honor, my motion spells it out  
17 fairly succinctly and I think fully, but we previously  
18 propounded discovery response or request upon both of the  
19 plaintiff, which is Deutsche and the third-party plaintiff  
20 which is -- which is the servicer Nationstar. It took a while  
21 to get some responses.

22 We ultimately got received responses. After receiving  
23 the responses, I did a letter defining what I thought were the  
24 deficiencies with those responses in that letter which is  
25 attached to my motion. I frequently will recommend to people

1 that they consult Judge Roger Young's memorandum that he has  
2 put on record here in Charleston County, which addresses  
3 various discovery issues which I -- I did in that letter and I  
4 do believe I cited that same memorandum in my memorandum in  
5 support of my motion to compel.

6 Your Honor, what we received in response, quite  
7 honestly, I got responses, they were deficient. I actually,  
8 when the responses came, I did not get any documentation  
9 initially in response from either Deutsche or Nationstar. They  
10 weren't going to produce it to me, any documents because they  
11 were concerned about Ms. Beshara not being a borrower on this  
12 transaction and they couldn't produce it. And I said, "Well,  
13 then don't produce it to Ms. Beshara, but you certainly should  
14 produce it to me."

15 I ultimately did get some documentation in response.  
16 That documentation was not -- was not in full. My biggest  
17 concern is the -- I generally will take the standard  
18 interrogatories set forth in the rules of civil procedure and  
19 propound those first. And then after I'd have those  
20 interrogatories out there, I will then do supplemental  
21 interrogatories and requests to produce. But my biggest -- one  
22 of my biggest concerns is -- is to the first standard  
23 interrogatory, you know, adopted by the courts and contained  
24 within our rules of civil procedure, is identify your  
25 witnesses. And what I got in response to that was a

1 representative of Nationstar, representative Deutsche, and my  
2 client's names.

3 And I don't know that there was anybody else. Of course,  
4 I did my letter and said, "You've got to give me the names of  
5 who you plan on calling at trial." As of this day, despite my  
6 letters, despite my communications, despite my memo, I still,  
7 as of this day, do not have a name of their witness that they  
8 intend to call at trial. And actually, in their ---

9 THE COURT: Let me ask Ms. Arnold, aren't you going to  
10 take a 30B6 deposition where they're going to designate a -- a  
11 corporate representative?

12 MS. ARNOLD: Your Honor, that's different. I -- I can take a  
13 30B6. I'm not interested in a 30B6 completely. I want to see  
14 the witness they intend to use at trial to prove their case.  
15 That's material to me. Because the 30B6 may not be who they  
16 call at trial. I know that. It -- unfortunately, dealing with  
17 these bank cases, I want the witness.

18 It may be the same as a 30B6 they designate. But I want  
19 the witness they're going to use to prove their case. And I  
20 don't have a name for either party for that. I'm entitled to  
21 that. And actually, in response, their motion in -- in  
22 opposition or response to my motion, was they'll give me that  
23 name when a trial date is set. I mean, I was like, you know,  
24 there's no basis for that in the rules.

25 This case actually was already been trial called. This

1 case has now come up on a docket. It was continued from that  
2 docket because one, I had my motion to compel pending at that  
3 time and the motion for summary judgment and think they had  
4 their motion. So what they plan on doing is saying, okay, well,  
5 I'm only going to give you who I'm going to call at trial and  
6 I'm only going to do that when you get a date that I know I'm  
7 going to be at trial. And by the way, if we get trial called  
8 excuse me, called for trial on a Friday, and then we appear on  
9 Monday, you've got the weekend to figure out to -- to take the  
10 deposition of who you will be confronted with at trial. That's  
11 just not the way. It hasn't worked that way. And I -- I know  
12 banks think they're exceptions to the rule ---

13 THE COURT: I guess Ms. Arnold, what I'm -- what I'm  
14 getting at is when you take the deposition of a 30B6 designee,  
15 then those answers are -- I mean, the company is bound to those  
16 responses. In other words ---

17 MR. KEYS: No doubt that's the [Indiscernible].

18 THE COURT: --- 30B6 they represent the company. You can't  
19 have another person come in at trial and take a different  
20 position than what the 30B6 designee did. So guess and we're  
21 talking about documents from back in 2009. So, I mean, I'm not  
22 trying to be difficult. Just tell me what -- tell me what  
23 difference it makes who is testifying about these -- I'm  
24 assuming it's going to be in the nature of like a records  
25 custodian.

1 MS. ARNOLD: Yeah, it well, it should be in part that. No  
2 doubt, because they have, again, their -- their burden of  
3 proof. Yes, you're right. I can then impeach. I don't know if  
4 it's impeaching, quite honestly, Your Honor, if a 30B6  
5 deposition is inconsistent with who they call at trial. There -  
6 - there may be new testimony that's not designated within the  
7 30B6. But most importantly, quite honestly, I want to know who  
8 it is that will be testifying at trial. Because, again, I will  
9 do a background search on that person, I will look at other  
10 testimony that person may have proffered in other cases. And  
11 it's not -- so it's not only those issues.

12 It's everything else in trial preparation that I want to  
13 have in advance then I then for instance, if I don't know  
14 who's going to be testifying at trial, all of a sudden, I get a  
15 name. There could be very material information out there that I  
16 could use to impeach that witness. I can't impeach a witness. I  
17 can't do that -- that basic stuff that I would do when I don't  
18 have a name.

19 THE COURT: Okay.

20 MS. ARNOLD: Separate from the 30B6.

21 THE COURT: Tell me what else you've got.

22 MS. ARNOLD: Oh, yes sorry. Yes, Your Honor. And also, in  
23 response to that was the biggest issue on the interrogatories.  
24 Quite honestly, there should be other sufficiency, deficiencies  
25 that I outlined in the letter that's attached, but most

1 | importantly is the boilerplate objections to the request to  
2 | produce. One -- one of the items that asked to produce, which  
3 | is again an important document in these type cases, is the  
4 | servicing agreement. And request to produce 14 I specifically  
5 | asked for that. They gave me a boilerplate objection to that  
6 | document.

7 |         What they've now done in response to their motion for  
8 | summary judgment, they filed an affidavit of an Alan Blunt, and  
9 | to that affidavit, they attached an unsigned servicing  
10 | agreement. So, the very document that I asked for that they  
11 | gave me a boilerplate objection to saying it hadn't have any  
12 | relevancy. It's not important in this case they felt was  
13 | relevant enough to attach to an affidavit in support of their  
14 | motion for summary judgment. So again, boilerplate  
15 | depositions... Excuse me. Objections are insufficient.

16 |         If they have an objection, they need to tell me  
17 | specifically what it is. I do not believe I have all the  
18 | documents. Again, didn't get the servicing agreement. I don't  
19 | have their trustee agreement. They did provide me with some  
20 | documentation, but it certainly is not all of the documentation  
21 | relating to this loan transaction and the loan transaction  
22 | throughout the history of -- of this account now. I received  
23 | some account monthly statements. I did not remotely receive all  
24 | the account monthly statements. All of them are relevant to  
25 | this matter. So that was my mission to compel, Your Honor.

1 THE COURT: Okay. Ms. Gardner, let me hear from you in  
2 response ma'am.

3 MS. GARDNER: Yes, certainly. Regarding the issue that Ms.  
4 Arnold takes the biggest problem with, which is us disclosing,  
5 responding to her request. And first off, I guess let me back  
6 up here. She keeps emphasizing she asked for our trial witness  
7 and we did not provide a name of the trial witness. The  
8 interrogatory that she served, asked for witnesses who have  
9 facts regarding the case, not who you're going to present at  
10 trial, as she acknowledged we did respond.

11 We said there will be a representative from Nationstar  
12 and from Deutsche Bank recorporations that's who the witness  
13 is, who's going to speak on behalf of Deutsche and Nationstar.  
14 And you rightfully so, asked her about the 30B6 deposition  
15 process. Ms. Arnold has known that we're going to have a  
16 witness from Deutsche and Nationstar since the fall before  
17 Discovery closed. You know what she did with that information?  
18 She didn't send a 30B6 notice of deposition.

19 She chose not to. To get a name, we would have given a  
20 name for a 30B6 rep had she sent us a notice of deposition, but  
21 she chose not to do that. And so we think our answer is valid.  
22 It's going to be a corporate representative from Nationstar or  
23 Deutsche. And once we get closer to trial, we will be able to  
24 give a name of a specific person. But we don't know who's going  
25 to be available when trial is set.

1           As to the second interrogatory that she takes issue with  
2 our response. Again, we responded. I acknowledge that the  
3 response could have been more detailed or our objection could  
4 have been more detailed. We did state that in response to her  
5 interrogatory that the -- the interrogatory requested a list of  
6 photographs, plats, sketches or other prepared documents in  
7 possession of Deutsche and Nationstar, that relate to any claim  
8 or defense of this case. Your Honor, we objected because the  
9 phrase relate to is extremely broad, and she's acting as if,  
10 you know, because it's a standard interrogatory, we're not  
11 allowed to object. That's incorrect.

12           South Carolina Rule of Civil Procedure, 33A, states that  
13 we can state objections to standard interrogatories, which we  
14 did. But in addition to that objection, we identified documents  
15 and we stated that documents produced in this proceeding or  
16 filed in this proceeding would be relevant to the claims and  
17 defenses at issue. So we didn't just object.

18           She also states that we just put boilerplate objections  
19 in response to her document requests. They weren't just  
20 boilerplate. We alleged objections individually in response to  
21 each request. And as she acknowledges, we did give her  
22 documents that we deemed to be relevant to the issues in this  
23 case, which -- which we need to remind ourselves this case  
24 filed by Deutsche is to foreclose. Its -- and -- and the sum of  
25 the document requests are just -- they have no relevance to the

1 issues in the case and mean Ms. Arnold she can articulate what  
2 she thinks we are withholding or what she thinks we should have  
3 produced in response to a document request to help her prove  
4 her case or evidence. But she has not done that.

5 She just, you know, threw her hands up and said, oh, you  
6 know, you asserted objections to every request as we're allowed  
7 to do and -- and that's not good enough. And so we -- we Your  
8 Honor, we don't think we need to be compelled to respond any  
9 further than we have. And we definitely don't think sanctions  
10 are -- are appropriate. Sanctions are when there's a court  
11 order issuing a party to do something to respond to discovery  
12 requests and they fail to do so. And even then, it's only in  
13 drastic circumstances that sanctions are issued or that claims  
14 are thrown out. And so we -- we respectfully state that we  
15 stand by our current responses, Your Honor.

16 THE COURT: How about the servicing agreement that Ms.  
17 Arnold referred to?

18 MS. GARDNER: And she stated that we did not produce that?

19 THE COURT: Yes.

20 MS. GARDNER: The servicing agreement from whom?

21 THE COURT: What you're looking for?

22 MS. ARNOLD: Servicing agreement that Nationstar has that  
23 would be between Deutsche and any of -- any with servicing  
24 agreements between Deutsche and its servicers, but specifically  
25 between Deutsche and Nationstar. Deutsche being the plaintiff

1 and Nationstar being its servicer -- present servicer.

2 MS. GARDNER: Your Honor, we're happy to consider that,  
3 that is not -- that was not anywhere in Ms. Arnold's letter. No  
4 specificity. That's part of the problem. She just threw her  
5 hands up and said, I think you just objected too much to give  
6 me more. I'm happy to discuss that off the record. But again,  
7 that's not in the motion and that's not in her letter that she  
8 sent to us.

9 MS. ARNOLD: Your Honor, I disagree. It is -- it's item  
10 number 14 specifically asks for the servicing agreement and got  
11 a boilerplate objection. And quite honestly, I can't articulate  
12 any better than Judge Young has as to the insufficiency of just  
13 boilerplate objections.

14 THE COURT: Okay. Well, I'm going to look at guess each  
15 question individually and go through it and see what I think  
16 needs to be produced.

17 MS. ARNOLD: Yeah. And Your Honor, of course, most  
18 critically to me is having the name of their witnesses that  
19 they intend to try -- to call at trial. The person's name  
20 individually.

21 THE COURT: I understand.

22 MS. ARNOLD: Thank you, Your Honor.

23 THE COURT: Okay, I'm showing the second motion on the  
24 docket is Nationstar's motion for partial summary judgment. And  
25 I guess at the same time, it looks like there's two.

1 MS. ARNOLD: Did you believe the next motion is actually  
2 my motion for summary judgment that was filed in September, for  
3 summary judgment and then think that was followed by Deutsche  
4 and Nationstar's motion for summary judgment filed in October.  
5 But I can stand to be corrected if I am in wrong. If I'm wrong.

6 THE COURT: I've got two things. I've got them,  
7 Nationstars listed first on the docket. But the filed date is  
8 the opposite order, so I'm fine to hear from you, Ms. Arnold,  
9 on your motion for summary judgment.

10 MS. ARNOLD: Okay. Thank you, Your Honor. Your Honor, this  
11 is a motion for summary judgment on behalf of the Rogers and  
12 this is an issue regarding the multitude of 40J's that have  
13 been filed around this particular note and mortgage, as we  
14 outlined in the memo, and I try to be very succinct and get  
15 just to the facts that are relevant quite honestly. This case  
16 initially started in or a case was filed by a lender against  
17 Mr. Rogers as the borrower, and then as to Mr. Rogers and Ms.  
18 Rogers as the mortgagors that issued a mortgage in favor of a  
19 lender. That suit was started in 2029 -- 2009. Excuse me.

20 We answered -- we asserted counterclaims. There was some  
21 probably some discovery that was conducted during the course of  
22 that case. That case was voluntarily dismissed pursuant to 40J.  
23 The first 40J was done by Judge Scarborough. A period of time  
24 went by and I think it exceeded a year. But then the case was  
25 refiled on motion and a presentment of an order by the then

1 plaintiff. That case was of record for a time period. In that  
2 case, we filed a motion for summary judgment. When that case  
3 came or when that motion for summary judgment came up for  
4 hearing within a short time period thereafter, the case again  
5 was voluntarily 40J'd.

6 That 40J order was done by Judge McDonald. There was a  
7 separate order of 40J along with a Form 4. The Form 4 order  
8 marks the case as ended. Again, that was -- I think that  
9 referred to them, Your Honor, as the 2009 case, a 2011 case,  
10 and then the third case, a 2015 case. Again, an order simply  
11 was presented restoring the matter without motion. The 2015  
12 case was of record for a period of a year.

13 That case, nothing happened in it except for the notice  
14 of a of a jury roster notice. When that jury roster notice came  
15 up, the case again was presented 40J. That case there was not a  
16 separate 40J order. It was simply a Form 4, 40J order. And that  
17 Form 4, 40J order, the case is clearly marked as ended. That  
18 ended in 2016 when that 40J order was filed. At that -- then it  
19 was a period of time for about approximately three years or  
20 there somewhere in that range. This case, which I call the  
21 fourth case, the 2019 case was filed.

22 We have filed for a motion for 40J on the ground -- a  
23 motion for summary judgment on the ground, that you cannot have  
24 multiple dismissals. And if you do and you take that course,  
25 you basically preclude yourself from proceeding because of your

1 prior actions to dismiss. We address the Rule 40J. The Court of  
2 Appeals in the case of the Goodwin case and the Personal  
3 Services care case. I believe it is, Your Honor, have  
4 specifically considered the Rule 40J, and the meaning of a 40J.  
5 And in those cases, it has been determined that a 40J is a  
6 dismissal. So we have three dismissals, I believe it was the  
7 Goodwin case, Your Honor, where in talking about Rule 40J and  
8 the reason for 40J. 40J was amended, as you'll recall, or may  
9 or maybe not. You may not have been practicing then in 1994.

10           It was - it was amended to change the rule at the time  
11 that was 40C3, because previously when cases would come up for  
12 trial, the courts would grant continuances if the parties  
13 weren't ready under 40C3, and that helped, I guess, with --  
14 with the docket. But under the old rule, when a case was  
15 continued and it truly was continued at the time, right before  
16 trial, it remained on a docket.

17           It remained an active case. The adoption of 40J changed  
18 that. It -- it provided for if a case is not ready for trial  
19 when it comes up, the courts could dismiss the case when you  
20 had the consent of all of the parties. What it did was it also  
21 incorporated a tolling provision that protected parties for a  
22 period of a year if you followed the rules. And you restored it  
23 pursuant to those rules within a time period.

24           Then all the parties were waiving any argument that a  
25 statute of limitations may have run during that one-year time

1 period. And I believe it was Judge Few in the Goodwin case  
2 talked about the adoption of that particular requirement and  
3 said if this wasn't considered a dismissal under 40J, there  
4 would be no reason for the tolling provision that was  
5 incorporated and adopted in the 40J dealing with the statute of  
6 limitations. So since the case was voluntarily dismissed three  
7 times. That invokes -- excuse me, Your Honor, during -- if you  
8 look at the notes that are provided in when the amendment would  
9 occurred in 1994, there's reference to Rule 41. 41 is another  
10 rule that we have in the rule, as you well know, that deals  
11 with dismissals. 41A2 provides that a second dismissal is  
12 considered with prejudice. So, our argument is at the second  
13 time they decided to voluntarily dismiss this case, they  
14 dismissed it pursuant to 40J and with prejudice. It's deemed as  
15 with prejudice as noted by Judge Flanagan, the -- the Form 4's  
16 say the case is ended. They do not say ---

17 THE COURT: Let me ask you this Ms. Arnold, because isn't  
18 this the same argument that you made to Judge Price in your  
19 motion to dismiss?

20 MS. ARNOLD: Yeah, it is. They are the -- they are the same  
21 argument.

22 THE COURT: I'm looking at just the note on the Goodwin  
23 case. I don't have the whole case in front of me. But it says,  
24 "A party can move to restore a case to the docket more than one  
25 year after the claim was stricken without running afoul of the

1 rule of civil procedure governing cases stricken from the  
2 docket by agreement. The party simply cannot take advantage of  
3 the one-year tolling provided." So I guess why is it not that  
4 if your statute hasn't run and you take a voluntary dismissal,  
5 that as long as your statute hasn't run, you can refile down  
6 the road.

7 MS. ARNOLD: Because you've done it previously. The rule  
8 also states that it, a 40J can be done once and when. If you do  
9 it a second time, it's - it's treated as -- it should be  
10 treated as if it's with prejudice as is in Rule 41.

11 THE COURT: Tell me what rule says that it should be  
12 treated with prejudice?

13 MS. ARNOLD: The rule doesn't speak to it specifically.  
14 40J does not address this issue. Rule 41A2 does. And Your  
15 Honor, it is a common rule book right here in front of me. And  
16 is typically referred to as -- as the two-dismissal rule. And  
17 it reads --

18 THE COURT: I'm looking at -- are you referring to 41A1?

19 MS. ARNOLD: Yes, ma'am.

20 THE COURT: That says, "Voluntary dismissal by plaintiff  
21 by stipulation?"

22 MS. ARNOLD: Mm-hmm.

23 THE COURT: Unless otherwise stated in the dismissal. The  
24 dismissal is about prejudice, except that of dismissal operates  
25 as an adjudication upon the merits when filed by a plaintiff

1 | who has once dismissed in any court of the United States or of  
2 | any state an action based on or including the same claim.

3 | MS. ARNOLD: Right. And as an adjudication on the merits.  
4 | That means, in essence, the case law is that that's the -- a  
5 | dismissal with prejudice not without. And this, again, twice as  
6 | adjudication on the merits. Third time as adjudication on the  
7 | merits. And now we're here on -- on the fourth occasion of this  
8 | -- of the filing of this foreclosure action. Your Honor,  
9 | [Indiscernible] I'm sorry.

10 | THE COURT: My notes I read, that the case was restored to  
11 | the docket in April of 2015 and then by consent, it was  
12 | stricken on May 6th, 2016.

13 | MS. ARNOLD: That's correct. When it came up for trial  
14 | again. It was then -- and what -- and what you'll see is that it  
15 | was just dismissed by 40J by Form 4 order that was then signed  
16 | by Judge Roger Young.

17 | THE COURT: So your -- your position is that we're not  
18 | under 40J. We're under Rule 41?

19 | MS. ARNOLD: Right. The effect of it is because of what  
20 | transpired. Yes, absolutely. Yes, ma'am. And -- and Your Honor,  
21 | what I started too, and I'm sure you've seen the brief is the  
22 | purpose of 40J and 41 are these rules is -- is to avoid the  
23 | abuses. When you file a case, the -- the concept is generally  
24 | is I -- I will file a case, I will prosecute the case, until  
25 | the case is brought to conclusion. 41 -- 41 was adopted and

1 40J2 to stop abuses of multiple dismissals.

2 THE COURT: So guess your clients didn't have to consent  
3 to the 40J back in 2016? They could have said, "No, we -- we  
4 don't want to go through this over and over again, so we're not  
5 going to consent to it."

6 MS. ARNOLD: Your Honor, we were perfectly fine with the --  
7 with the dismissal because we understood what it meant. It  
8 ended their ability to foreclose on this note and mortgage. So  
9 we were fine without any rule ---

10 THE COURT: I guess, what is the prejudice to your clients  
11 in that if what the plaintiffs is alleging is correct, it's  
12 been a default since 2009. So I think any delay would work in  
13 their favor.

14 MS. ARNOLD: Your Honor, that can be viewed in a  
15 completely different way. Doesn't necessarily work when you're  
16 -- in your favor at all. For it to continue. For them, for  
17 instance, if they can continue and drag it out and continue to  
18 do this over and over again, all they do the bank does is  
19 increase potential charges inappropriate amounts that are due  
20 than inappropriate. So there's a detriment ---

21 THE COURT: In that circumstance, though your client  
22 doesn't have to agree to the dismissal. Your client doesn't  
23 have to consent to the 40J if they don't want this to drag out  
24 and incur additional whatever late charges, fees, et cetera. I  
25 mean they don't have to consent to the 40J.

1 MS. ARNOLD: No, but we were happy to consent because,  
2 again, from our perspective, it ended it stopped them from  
3 being able to do that any further. It ended it because they  
4 chose that route through their actions. And we were like,  
5 "Okay, fine, we're done."

6 THE COURT: Okay. Ms. Gardner, can I hear from you?

7 MS. GARDNER: Yes, Your Honor. As I think you're aware,  
8 Ms. Arnold is conflating two rules of dismissal. 40J and 41A1.  
9 The procedural history shows this case was struck from the  
10 docket pursuant to 40J. You asked Ms. Arnold where in that rule  
11 does it say that a second -- stricken pursuant to 40J is with  
12 prejudice. Nowhere does it say that in the rule. The case law  
13 does not say that. It says it's a dismissal, but nowhere it  
14 says that it's with prejudice. Ms. Arnold goes on and says,  
15 "Oh, well, you know, we consented to the subsequent 40J's  
16 because we knew that would bar Deutsche and or Nationstar from  
17 their ability to foreclose."

18 None of those orders state that it was with prejudice  
19 that could have been added, but it was not. It was a simple  
20 40J. 41A1 does state the second dismissal is upon the merits.  
21 But this case was never dismissed or never stricken from any  
22 docket pursuant to a different Rule 41A1. And so Ms. Arnold is  
23 attempting to conflate these rules to avoid what we're going to  
24 get into later, which is that her claims against Deutsche or  
25 Nationstar are time barred. That is all, Your Honor. I'll just

1 keep it brief, because I think you understand our position as  
2 set forth in our brief.

3 MR. KEYS: [Indiscernible].

4 THE COURT: How about the fact that the 40J says that you  
5 can do it one time as of right.

6 MS. GARDNER: Yes, our read of that is, yes, you can do it  
7 one time, as a matter of right. And after that, you would have  
8 to get court approval, which occurred in each of these  
9 instances, as well as consent of Ms. Arnold's clients.

10 MS. ARNOLD: Your Honor if I might respond. The rule  
11 provides you have to have court approval every time. Parties  
12 cannot just enter a 40J. The rule says the parties have to  
13 consent and it has to be by the court approval all at the same  
14 time.

15 THE COURT: I don't know, I'm looking at the rule that  
16 says a party may strike one time as of right.

17 MS. ARNOLD: Yes, but it further reads, Your Honor...  
18 "Provided that all parties advertisements, counterclaims across  
19 claims agree in writing that it may be stricken, and all  
20 further agree that its claims restored upon the -- one year the  
21 assessment shall be told... During the case stricken. Any  
22 expiration of the statute of limitations can be stricken and  
23 pardon me." Your Honor, it doesn't say, but I don't know of any  
24 other circumstances where it is not. A court can't do it on its  
25 own. And typically, it is done by a court order signed by a

1 judge that shows that both of the parties consented. I mean,  
2 Your Honor. I'm sorry. I apologize.

3 THE COURT: Ms. Arnold, anything else you want to tell me.

4 MS. ARNOLD: Your Honor, I'm not sure what brief that was  
5 just being referred to. I'm assuming it was their brief in  
6 support of their motion for summary judgment. I didn't believe  
7 there was opposition that's actually has been filed to this  
8 motion for summary judgment. I would refer the court to Judge  
9 Flanagan, not Judge Flanagan, Professor Flanagan's citation and  
10 the annotation of the Rules of Civil Procedure. The rule  
11 speaks, which you seem to be concerned with as to in Rule 41,  
12 it's an adjudication on the merits.

13 So, the second strike and the - and the second dismissal  
14 and the third dismissal were adjudications on the merits. And  
15 that is final and conclusive. And therefore, excuse me, a  
16 motion for a order of dismissal with prejudice. Sorry, Your  
17 Honor, but I believe our brief fully states that all the  
18 different pertinent case law.

19 Your Honor the only thing that I did not address in  
20 this, coupled with this concept of we've got multiple filings  
21 what we believe to be abusive filings, we then get into the  
22 fourth case and in the fourth case... this cup is -- brings in  
23 our motion for to compel is then we run into problems where  
24 you've got a plaintiff that doesn't even identify its witnesses  
25 on who it's going to plan on to prove its case. It's got the

1 | burden, not me, on its claims.

2 |       THE COURT: I understand your position with respect to the  
3 | motion to compel.

4 |       MS. ARNOLD: And those were the equitable arguments under  
5 | Professor Spitz's maximums, Your Honor, I believe that -- that  
6 | support additional -- the basis for dismissal with prejudice.

7 |       THE COURT: Okay. Mr. Keys. Sir, do you want to weigh in  
8 | on this?

9 |       MR. KEYS: Certainly. I -- I just make one comment. If you  
10 | look at the 2015 40J that was entered in 2016, Nationstar  
11 | alleging to be the servicer for Deutsche at the time, though  
12 | listed as the owner and Holder within that case did nothing in  
13 | that entire third action. They filed the motion to restore,  
14 | nothing happened. Trial happened, and the attorney of record,  
15 | once notice of trial came up, said, "I'm not actually on this  
16 | case anymore." They didn't have active counsel. And that's why  
17 | they couldn't get a job. And that's noted by the emails that  
18 | are attached to the order. The third 40J order.

19 |       THE COURT: Okay. Thank you. Okay. Ms. Gardner, I'm glad  
20 | to hear from you on your motions.

21 |       MS. GARDNER: Okay. Your Honor, I have a PowerPoint that I  
22 | think will help illustrate my arguments. May I share my screen?  
23 | I was prepared to go first, Your Honor. So I'm just going to  
24 | look through my notes to make sure we don't duplicate any  
25 | arguments here.

1 MR. KEYS: [Indiscernible].

2 MS. GARDNER: Your Honor, I had prepared this slide  
3 because the -- the number of parties, it's kind of voluminous in  
4 here. I'm assuming you have a good grasp of, like, who's who in  
5 this case. If not, I'm happy to go through this briefly.

6 THE COURT: I think so. I didn't know -- I knew there was  
7 a trustee. I didn't know who had established that trust.

8 MS. GARDNER: Yes, that was established, to our knowledge,  
9 between the Rogers and Ms. Beshara.

10 THE COURT: Okay.

11 MS. GARDNER: And this Ms. Arnold, you know, she talked  
12 you through it. It's set forth in both of our memos in support  
13 of our respective summary judgments. This is just the prior  
14 procedural history. This all stems from the Rogers intervenors  
15 failure to pay on a \$1.5 million mortgage that they took out in  
16 2009. The first foreclosure action was filed in September of  
17 2009.

18 It was 40J'd about a year later. It was then reinstated  
19 in March of 2011. Subsequently, or around this time, the  
20 property was conveyed to Ms. Beshara, pursuant to a deed that  
21 was recorded in August of 2010. In February of 2012, in  
22 response to this action to be reinstated, Ms. Rogers clients  
23 asserted a number of counterclaims against Aurora, who was the  
24 plaintiff at that time. The servicer. They're listed here. Some  
25 of these are also asserted again against Deutsche, specifically

1 number two, a deck action.

2           Number four, negligent misrepresentation. Number five,  
3 demand for accounting. So these, these will go to our statute  
4 of limitations argument later on. But these claims, they're now  
5 reassert -- they're now asserting against Deutsche was asserted  
6 back in 2012. So they were aware of these claims and are now  
7 asserting them still in -- in 2020 when they filed their --  
8 their third-party claims and counterclaims against Deutsche and  
9 Nationstar. This explains that in June of 2013, Nationstar was  
10 substituted in as the plaintiff for Aurora. Subsequently, the  
11 matter was 40J'd with intervenors consent with leave to restore  
12 in April of 2015, foreclosure action was reinstated and then  
13 May 2016, which we spoke about, that was the last 40J order  
14 entered, again with the consent of Nationstar and the  
15 intervenors. Neither intervenors nor Nationstar reinstated that  
16 foreclosure action.

17           So, then that brought us to August of 2019. Deutsche  
18 Bank, the investor, then filed a foreclosure action against Ms.  
19 Beshara who was the trustee, which is where the property was  
20 being held in the trust. And in 2020, that's the key date. In  
21 2020 -- May 2016 and 2020 that year, in 2020, defendant Beshara  
22 and the intervenors filed counterclaims against Deutsche and  
23 Cross-claims and third-party claims against Nationstar, which  
24 we're here today to move for summary judgment on. We talked  
25 about the 40J and why Ms. Arnold's assertion, summary judgment

1 argument that, you know, we're not entitled to be pursuing this  
2 current action we're in because of this two-dismissal rule --  
3 rule is incorrect. It's conflating rules 40 and 41. So I won't  
4 go over that again.

5 Our primary position and we think it ends here, but  
6 we're happy to, you know, take it claim by claim is that all of  
7 Rodgers and Beshara's claims are barred by a three-year statute  
8 of limitations. So I have here in the first bullet and I don't  
9 think they disagree but there's a three-year statute of  
10 limitations applicable to the claims they're asserting against  
11 my clients. The last action in the prior litigation, as we  
12 know, occurred in May of 2016 when the case was 40J'd. Deutsch  
13 filed a new action in 2019, to which Ms. Beshara and the  
14 intervenors filed a number of claims against my client in 2020.  
15 Over three years since anything had occurred in this action, it  
16 seems from what we're able to decipher, that the claims that  
17 they are presenting against my client arise from the litigation  
18 between 2009 and 2016.

19 Again, which are more than three -- three years pre date  
20 when they filed these claims. And indeed, as we discussed some  
21 of these exact claims were previously alleged by Ms. Arnold's  
22 clients in 2012. And I cite a case here to -- to establish what  
23 should be pretty well known that the statute of limitations  
24 does not stop until a counterclaim is filed. And so it's our  
25 position that there is no evidence in this case and we're happy

1 to talk to it claim by claim of anything that occurred between  
2 2016 and 2020 that would save any of Beshara's or the  
3 intervenors claims are all time barred by the three-year  
4 statute of limitations.

5 THE COURT: Well, that was going to be my question was,  
6 are these -- I don't know what's happened during this  
7 timeframe. Are these ongoing? Like has there been ongoing stuff  
8 happening in the case that would I guess revive the statute of  
9 limitations that's a legal term but so in other words ongoing  
10 you know, wrongdoing, as they call it, on the part of the bank  
11 that would continue to allow them to file within three years.

12 MS. GARDNER: There's not, Your Honor. And when we deposed  
13 them, they couldn't come up with anything. Again -- again as  
14 stated in bullet five here, most of what they complain about  
15 either arise from the origination of the mortgage in 2007,  
16 which Deutsche and Nationstar were not a party of. They -- they  
17 take issue with some -- some events that occurred during a loss  
18 mitigation efforts between 2010 and 2012. But there's nothing  
19 that's occurred between 2016 and 2020 that would give them  
20 leave to assert these claims. And the claims what they state in  
21 their claims, it's nothing recent that has occurred.

22 One of the claims that they assert is negligent. And so --  
23 and as with that, Your Honor, we think we don't even need to go  
24 claim by claim, but we're going to do so today because we think  
25 there's nothing that -- that they're all time barred by the

1 three-year statute of limitations.

2 At best, they had until 2019 to -- to allege something  
3 and they did not. When they asserted their counterclaims, it  
4 was over four years. Again, pertaining to things that -- some  
5 things that dated back to 2007. And so they're all time barred.  
6 As far as the specific claims, my clients are being sued for  
7 negligent misrepresentation.

8 However, based on the evidence that's been presented,  
9 there is no evidence that plaintiff or Nationstar made any  
10 false representations to either Ms. Beshara or the Rogers. I'll  
11 go ahead and give the elements of negligent misrepresentation.  
12 To succeed on this claim, they have to prove that my client's  
13 made a false representation to them, that my client had a  
14 pecuniary interest in making the false representation, that we  
15 owed a duty of care to see that we communicated truthful  
16 information to them and that we breached that duty by failing  
17 to exercise that care. And that Ms. Beshara and the Rogers  
18 justifiably relied on the representation and suffered a loss  
19 due to that representation.

20 What does the evidence show? What has come -- come  
21 apparent in depositions? Well, we know Ms. Beshara nor Ms.  
22 Rogers had any direct communication with plaintiff Deutsche,  
23 Nationstar or its alleged predecessors. Mr. Rogers acknowledged  
24 that he also had no interaction with plaintiff. Mr. Rogers did,  
25 however, state that he considered the loan terms themselves to

1 be a misrepresentation. The case law is clear that loan terms  
2 are not representations and are neither true or false, and have  
3 cited a court of appeals case there in support of that. Neither  
4 plaintiff, Nationstar or any other loan servicer is responsible  
5 for Mr. Rogers understanding of the loan terms.

6       And it's - it's well established in South Carolina that  
7 every contracting party owes a duty to the other party to learn  
8 and know the contents of a written contract. And again, a  
9 Supreme Court decision in support of that. No one, not  
10 Nationstar not Deutsche owed a duty to explain to the Rogers or  
11 the interview -- intervenors the terms of the loan. They also,  
12 in an attempt to present evidence about false representation,  
13 it seems that all claimants identify what appear to be  
14 Nationstar's allegations made during the course of this  
15 litigation and the prior actions that it was authorized to  
16 foreclose as a misrepresentation. But arguments and -- and  
17 defenses asserted by a party in a litigation cannot result in  
18 actual misrepresentation. And I cite a -- a Oklahoma Supreme  
19 Court case here that says, "If anything, perjurious testimony  
20 constitutes a fraud or deceit on the finders of fact, and on  
21 the judicial system as a whole and not on -- on an individual  
22 litigant."

23       So, this argument is just grasping at straws in our  
24 position. In any case, they all deny that this -- this comes to  
25 the reliance issue. Even if they say, you know, we made my

1 clients made misrepresentations in pursuing foreclosure against  
2 them, there's no reliance aspect because they have adamantly  
3 denied that anyone has a right to foreclosed.

4         So, they were not deceived. So they can't prove the  
5 reliance element of a negligent misrepresentation claim. My  
6 clients are also being sued for abuse of process and malicious  
7 prosecution. Abuse of process, it's - it's two elements for  
8 that. Quite simple. You have to have an ulterior purpose, and a  
9 willful act in the use of process that is not proper and the  
10 regular conduct of the proceeding. The malicious misuse or  
11 perversion of the process after its issuance for an end not  
12 lawfully warranted by it.

13         That's what has to be proved. Evidence has to be  
14 submitted to establish a claim under this. As far as Ms.  
15 Beshara, she was not involved in the other actions that were  
16 40J'd. So she can't argue that there was any abuse of process  
17 in those legal - in those legal actions, because this is the  
18 first time in this action filed in 2019 by Deutsche in which  
19 she was a named party.

20         We talked about the two-strike rule and how that is just  
21 a conjured-up theory and is not what the rules or the law  
22 supports. And for abuse of process, again, it requires some  
23 abuse of the process after it is issued in the pursuance of an  
24 ulterior motive. Claimants can't identify an ulterior motive.  
25 The lawsuits were brought to foreclose, and that's all we've

1 | been trying to do. But the claimants have been fighting us for  
2 | tooth and nail for years and years. Filing a complaint is not  
3 | an abuse of process, especially when, again, the point of  
4 | filing the complaint is to foreclose.

5 |         In the brief, we -- I didn't put it in my PowerPoint to  
6 | not belabor the point, but Mr. Roger was asked, "Are you aware  
7 | of any evidence that Plaintiff Nationstar or its predecessors  
8 | were attempting to accomplish anything in foreclosure of the  
9 | property through prior litigation?" And he said, "I'm not sure  
10 | what you're talking about, but I guess no." And again, Beshara  
11 | -- Ms. Beshara, she can't -- she wasn't a party to the other --  
12 | other previous actions, the other three actions and therefore  
13 | could not possibly show process was used against her in those  
14 | actions. Conversely the interveners miss -- the Rogers were not  
15 | named in this -- in this current action that Deutsche Bank  
16 | filed. Only Ms. Bashara was. The interveners interjected  
17 | themselves in.

18 |         So even if a claim for abuse of process could lie for  
19 | commencement of these actions, no such action would lie against  
20 | Ms. Beshara -- No such action would lie against anyone by  
21 | Beshara for the prior litigation or by interveners for this  
22 | current case that we're here today on. As far as malicious  
23 | prosecution, we believe we're entitled to summary judgment on  
24 | that claim as well. The elements for a claim for malicious  
25 | prosecution are the institution or continuation of original

1 judicial proceedings, by or at the instance of Deutsche or  
2 Nationstar termination of such proceeding being in the Beshara  
3 or interveners favor, malice and instituting such proceedings.

4 Lack of probable cause and injury or damage. The Court  
5 of Appeals recently noted, which is on page 14 of our memo, in  
6 support of our motion for summary judgment, that the element of  
7 favorable termination that's required for this claim means  
8 preceding a termination reflective of the merits. So, a  
9 favorable termination has to be won on the merits.

10 It can't be one that is based solely on technical or  
11 procedural considerations, which is all we have here at most  
12 due to 40 days. When it comes to malice, the malice that has to  
13 be proved for this claim. Malice is defined as set forth on  
14 page 14 of our memo as the deliberate, intentional doing of an  
15 act without just cause or excuse. This claim is subject to  
16 dismissal with prejudice because Beshara and the interveners  
17 cannot demonstrate termination of any prior litigation in their  
18 favor, especially not on the merits, nor can they establish  
19 lack of probable cause for instituting any alleged prior  
20 foreclosure action, malice or any purported damages resulting  
21 therefrom I think, Your Honor, you know, asked Ms. Arnold well,  
22 any delay isn't that to the benefit of your clients? I mean,  
23 they've been in a house that they haven't a \$1.5 million house  
24 that they haven't paid anything on since 2009.

25 So they have not been harmed. [Indiscernible]. As far as

1 the claim against Deutsche and Nationstar for a violation of  
2 the South Carolina Unfair and Deceptive Trade Practices Act, we  
3 believe we are entitled to summary judgment on this claim as  
4 well. Ms. Beshara can't make a claim under this, under the  
5 South Carolina Unfair and Deceptive Trade Practices Act because  
6 she wasn't involved in anything prior to this current  
7 litigation and can't bring a claim in a representative capacity  
8 based on anything that the interveners may have experienced.  
9 Further, no one, the intervenors nor Ms. Beshara can sue  
10 plaintiff or Nationstar over origination of the loan because we  
11 did not originate the loan.

12 It was a different lender back in 2007. There's been  
13 some deposition testimony of -- of the Rogers not receiving a  
14 loan modification to their liking, I mean, that is barred by  
15 the statute of limitations, which is our primary argument. But  
16 that cannot support an unfair and deceptive trade practices  
17 that claim just because the loan mod terms you were offered  
18 weren't to one's liking. The Rogers also can't base a claim  
19 under SCUPTA on prior litigation because they base their whole  
20 theory on some conjured theory and conflating of two rules 40J  
21 and 41, and saying that the further pursuit of this action was  
22 improper because it was -- this matter was previously dismissed  
23 with prejudice.

24 And as we've talked about ad nauseam, that's just not  
25 the case. The law does not support that, nor does the rules.

1 Again, the Rogers have no pecuniary loss. They still have the  
2 house. This is not a issue that involves the public. The  
3 borrower -- the Rogers are the only borrowers on this loan.  
4 They were the only parties to any loss mitigation efforts, and  
5 they were the only parties to the prior litigation. Ms. Beshara  
6 makes a demand for accounting. She asserts that as a claim  
7 against my client. We're entitled to summary judgment on that  
8 because it's -- it's well known in South Carolina that demand  
9 for accounting is not a standalone claim.

10 It's a remedy for some problem, not a cause of action.  
11 And there's a South Carolina Supreme Court opinion there which  
12 is cited in our brief in support. And -- and even to get demand  
13 for accounting as a remedy that again must go attach with some  
14 affirmative claim, it's usually only awarded when there's long  
15 and -- a long and complicated account history where it would  
16 not be practicable for a jury to understand the issues and make  
17 adjustments. There's nothing here that's complicated.

18 It's -- it's a loan with a payment history that hasn't  
19 shown anything since 2009. So, it was nothing here that would  
20 warrant a remedy for demand for accounting. And -- and at the  
21 very least, this should not be asserted as a claim under South  
22 Carolina law. And lastly, declaratory judgment. The Beshara's  
23 and the Rogers, it's -- it's improper, they're not requesting an  
24 interpretation of any rights or duties that would even be able  
25 to be considered given the bar of this due to the statute of

1 limitations. But -- but they've - they've just tried to subsume  
2 their case into this deck judgment, requesting a declaration on  
3 a defense in this litigation is essentially what they're doing.  
4 And - and that's improper for a deck judgment. They're wrong  
5 that this case is improper for the reasons we discussed  
6 pursuant to 40J.

7 And they're wrong that plaintiff is prohibited from  
8 foreclosing due to the prior litigation. And so for those  
9 reasons, Your Honor, we believe that we are entitled to summary  
10 judgment on all the counterclaims cross-claims and third-party  
11 claims asserted against Deutsche and Nationstar. Thank you.

12 THE COURT: Thank you. Ms. Arnold or Mr. Keys, I'm glad to  
13 hear from whoever wants to go first.

14 MR. KEYS: Your Honor, I will -- because the defendants of  
15 Ms. Beshara and the Rodgers are aligned, I'm kind of arguing  
16 for both of us, but I'm sure that Ms. Arnold will also make  
17 some comments as well. And we did submit a joint memorandum in  
18 opposition. As to the statute of limitations issue Your Honor,  
19 we asserted abuse of process and malpractice or malicious  
20 prosecution relating to the filing of this action certainly the  
21 statute of limitations haven't run on that, they do relate to  
22 some other allegations that are older, but that certainly is a  
23 modern, a recent filing that just came right.

24 The question of whether a statute of limitations has run  
25 and the knowledge of when it began to accrue is a question,

1 generally speaking, for the jury, Your Honor. And I would also  
2 note that essentially what happened here is Nationstar -- the --  
3 the plaintiff in this case is essentially a securitized stock  
4 instrument.

5 Nationstar is the one who's been pulling all the strings  
6 for many years prior to that, Aurora Loan Services was the  
7 first plaintiff. And so in March of 2014, the Rogers filed a  
8 motion for summary judgment arguing that there were issues as  
9 to Nationstar's ability to enforce the note mortgage because  
10 the endorsements on the note and the assignments to the  
11 mortgage do not match up. Nationstar had substituted itself by  
12 plaintiff as a proposed order stating that it was the owner and  
13 holder of the note mortgage as evidenced by the assignment of  
14 mortgage. There is no assignment to Nationstar.

15 The only two assignments in this case are one to Aurora  
16 loan services in I believe, 2009. And then after the Rogers  
17 filed their motion for summary judgment raising this issue,  
18 Nationstar in trying to collect or correct these deficiencies  
19 in its ability to enforce goes and records a second assignment  
20 which is executed by Nationstar as attorney in effect and  
21 successor servicer for Aurora on behalf of Deutsche, saying  
22 that it is assigned to Deutsche. So, that happens after the  
23 motion for summary judgment, then they immediately file the  
24 40J.

25 Nothing else of substance happened in this case until

1 2019, when Nationstar, as we have alleged, is the one who's  
2 actually the one out there hiring counsel to initiate the  
3 foreclosure on behalf of the plaintiff brings this action three  
4 and a half years after the last action was dismissed. As she  
5 noted, at best, their statute of limitations had run for maybe  
6 they were good until 2019. Plaintiff's counsel alleged. Well,  
7 we think that was intentional for one thing. And they dismissed  
8 the last action to try and correct their deficiencies in the  
9 endorsements and assignments which don't match up and don't  
10 track one another. And a mortgage -- there's -- there's no  
11 assignment to Nationstar, there's no assignment to Aurora, or  
12 there's no endorsement to Nationstar and no endorsement to  
13 Aurora but those are the only things in the mortgage and  
14 mortgage assignments have got to track the notes.

15 Got to follow the notes. So, they tried to correct their  
16 deficiencies. Then they waited for three and a half years so  
17 that they wouldn't have to deal with counterclaims and disputes  
18 that had been alleged. And the Rogers had already let them know  
19 that the Rogers were of the position that the last dismissal  
20 was upon the merits pursuant to Rule 41 and that they were not  
21 entitled to bring a new action.

22 Exhibit A of the -- or Exhibit 1 of Beshara's reply to  
23 the return filed 61220 in this action has email communications  
24 showing that Nationstar through their counsel was still reaching  
25 out about this case in 2018 making representations and then

1 still didn't bring this action until the end of 2019. But  
2 knowing that the Rogers had raised issues of Res judicata, and  
3 issues as to standing and the ability of Nationstar to enforce  
4 the mortgage, now they go, okay, well, we're going to name  
5 Daichi's plaintiff. Despite the fact that we have evidence  
6 before this court of their responses to discovery saying that  
7 they alleged Deutsche took title in 2007 and that they became  
8 the owner and holder of the note mortgage in 2007. Though there  
9 is not an assignment until after the Rogers filed their motion  
10 for summary judgment in March of 2013. And the endorsements  
11 come.

12       There are three separate endorsements. We provide you  
13 three separate copies of the notes, that show there's an  
14 alteration of the endorsements. The first note was endorsed in  
15 blank from homecomings. Then there is a second endorsement  
16 where they altered the first endorsement and it stamps in  
17 residential funding into the original endorsement and now says  
18 it's going to residential funding. And then there's a second  
19 endorsement endorsing out from residential funding to Deutsche.  
20 That is a second copy of the note that was produced in the  
21 previous actions.

22       A third copy of the note wasn't produced until much  
23 later, with a third endorsement of Deutsche, which doesn't  
24 attract the assignment to Aurora and the assignment from  
25 Nationstar in 2014. So they dismissed, they agreed to 40J the

1 action in 2014 right after the issue of the second assignment.  
2 They then wait years to bring this action and because they knew  
3 they were outstanding issues, they elect to bring it the name  
4 of Deutsch and instead of naming the Rogers defendants as all  
5 the previous litigation had been between Nationstar and the  
6 Rogers, they now name the trust for the first time. And the  
7 Rogers moved to intervene. And the plaintiff in response in  
8 opposition to that said, "Well, the trustee for the Ms. Beshara  
9 is a fiduciary and she can protect all of the interests of the  
10 Rogers, there's no need for the Rogers to be in this case."

11 We think tactically it was actually meant to prevent the  
12 raising of Res judicata, prevent the raising of Rule 41 that  
13 had primarily been addressed to them, and the issues of the  
14 improper assignments that ended the old action. And so that  
15 gets to asserting that the statute of limitations should be  
16 equitably tolled, Your Honor. Their manners to the -- we would  
17 first assert that it's a question for the jury, and it's not  
18 appropriate at this time that there are cases, causes of action  
19 the statute hasn't run on negligent misrepresentation. We  
20 continue to receive improper representations and statements  
21 from the plaintiff and Nationstar about improper amounts  
22 claimed owed, and both Beshara and the Rodgers have received  
23 those.

24 THE COURT: And there's nothing in the record establishing  
25 that, because I understand Ms. Gardner quoted some deposition

1 testimony, and you mentioned that statute of limitations is a  
2 question of fact. But don't there have to be competing facts  
3 for the jury to be weighing?

4 MR. KEYS: But we would suggest abuse of process,  
5 malicious prosecution and improper statements made on amounts  
6 claimed owed, sent in monthly statements to Ms. Beshara are --  
7 the tolling has not run. We would assert that as to declaratory  
8 judgment, it can be both equitable and legal. It's - it's  
9 determined from the form of the complaint. It's like a  
10 chameleon. In this case, the form of the complaint is  
11 foreclosure action, which is equitable, Your Honor. And we  
12 would assert that therefore statute of limitations doesn't  
13 apply to declaratory judgment. As to SCUPTA again, part of the  
14 argument there is that in bringing the forth action, they  
15 improperly acted pursuant in violation of Rule 41, and hence  
16 the statute of limitations hasn't done on that. But if you were  
17 to find the statute of limitations was an issue we would assert  
18 under equitable tolling. Plaintiff and Nationstar failed to act  
19 in prosecuting their foreclosure. And then after they went  
20 before the court to dismiss it because they didn't have counsel  
21 at the time that it was called for a jury trial.

22 They then waited three years, though they continued to  
23 communicate with Rogers and Rogers counsel Ms. Arnold before  
24 they ever initiated this action again, and then chose to bring  
25 it with new parties even though it's the same mortgage, it's

1 the same alleged default date, it's the same facts. And so we  
2 are, you know, Ms. Beshara has asserted collateral estoppel,  
3 whereas the Rogers have asserted Res judicata. But so we would  
4 assert statute of limitations should imply under because it is  
5 inapplicable, because it's question for a jury and because of  
6 equitable tolling.

7 As to another important note is discovery Your Honor, as  
8 we noted, they haven't provided all the requested discovery and  
9 hence we would assert that it's improper to grant summary  
10 judgment as to all the defendants when they fail to comply with  
11 discovery. As to abuse of process, Your Honor, the two elements  
12 are the ulterior purpose and the willful act.

13 Evidence of a willful act can actually be presumed to be  
14 ulterior purpose, but you can't go vice versa. The willful acts  
15 are, as I stated, in 2014, the Rogers filed a motion for  
16 summary judgment and alleging issues with the note mortgage and  
17 then after that to try and correct it, Nationstar files an  
18 assignment of the mortgage and then moves to dismiss the case  
19 pursuant to 40J. They then wait until this time period for  
20 years and now go out and choose tactically to try and name  
21 Beshara instead of naming the Rogers previously. And we would  
22 assert that those are both willful acts in a misuse of the  
23 legal process. And the ulterior purpose is that they knew they  
24 had issues in the old case, and they knew they had issues of  
25 standing Res judicata and the counterclaims and so they sat and

1 waited and then named whole new parties to try and get around  
2 those issues. And when the Rogers tried to come in ---

3 THE COURT: MR. Keys let me -- let me ask you this because  
4 and you all, this is a crazy question. I guess what I'm missing  
5 here is, how could they bring a foreclosure action without  
6 naming Beshara? Doesn't Beshara as trustee own the property?

7 MR. KEYS: Beshara is the title holder of the property,  
8 but she is not on the note and mortgage and the mortgage does  
9 predate ---

10 THE COURT: Foreclose the property.

11 MR. KEYS: Certainly.

12 THE COURT: And I mean, there's no way to foreclose on the  
13 property without naming the owner of the property.

14 MR. KEYS: The mortgage is prior in history to the deed to  
15 Beshara and thus takes subject to the mortgage, Your Honor.  
16 They could have or would assert that they could have brought  
17 the action against the Rogers as they did in the 2015 action.  
18 Again, Beshara took title in 2012. You have the 2011 action and  
19 the 2015 action and never named mentioned Beshara.

20 THE COURT: I guess that's my whole purpose. That was my  
21 whole charge or they take the property subject to the mortgage.  
22 But can you bring a foreclosure action without naming the  
23 person who's actually in possession of the property?

24 MR. KEYS: I think there's ---

25 THE COURT: Because what you want to end up with ---

1 MR. KEYS: [Indiscernible].

2 THE COURT: --- is deed to the property.

3 MR. KEYS: Sure. A good argument would be that certainly  
4 you should name the title holder of the property. But again, if  
5 a mortgage is recorded in time, there's an argument that she  
6 took subject to and you could foreclose without it. So ---

7 THE COURT: Dispossess somebody of their property without  
8 naming them in the lawsuit.

9 MR. KEYS: I think it would be a good practice to name her  
10 yes, Your Honor. But it would have been a good practice to name  
11 the Rogers. And they elected not to. Under malicious  
12 prosecution, Your Honor, you've got the institution or  
13 continuation of judicial proceedings which we clearly have here  
14 by Deutsch and Nationstar and a termination in Beshara and the  
15 defendant's favor. It doesn't have to be a named party, it just  
16 has to be in the favor. And all the defendants position is that  
17 Rule 41 precluded bringing a new action, and that is certainly  
18 in their favor as to an ability to foreclose when one is the  
19 title holder and the other is a residents of the property. And  
20 it must involve the merits but again, as Ms. Arnold and we have  
21 all addressed Rule 41 specifically states by the express  
22 language of the rule that a second dismissal is a dismissal  
23 upon the merits.

24 There are two cases in our appeals courts that have said  
25 that a 40J is a dismissal. So, our contention is that it was a

1 dismissal upon the merits. Hence, next you have malice, which  
2 is the deliberate or intentional doing of a wrongful act, which  
3 may be implied where evidence reveals a disregard of the  
4 consequences of injurious acts without reference to special  
5 injury. And again, we would assert that the moving to dismiss  
6 not to deal with the assignments and then the massive delay in  
7 addressing the issue until 2019 -- the end of 2019, and naming  
8 Ms. Beshara and not naming the Rogers is malice with -- and  
9 intent as a tactical maneuver to avoid issues they believed  
10 they had and that had been raised to them and a disregard for  
11 the injuries of both parties now having to obtain their  
12 attorney's fees and address this issue that's been going on 14  
13 years now.

14 Lack of a probable cause goes to Rule 41, Your Honor, we  
15 would assert that they didn't have the right to bring a new  
16 action. And damages are the having all the defendants having to  
17 hire the including Beshara, attorneys threat of imminent loss  
18 of the property. And honestly, it's also resulted in a damage  
19 to the relationship between Beshara and the Rogers. Ms. Beshara  
20 is the sister of Ms. Rogers. As to SCUPTA, Your Honor, again,  
21 yes you cannot bring it in a personal capacity or you cannot  
22 bring it in a representative capacity in regard to Ms. Beshara.

23 The plaintiff disputed and opposed the Rogers  
24 intervening prior to or contemporaneous with Beshara filing her  
25 answer. And in their answer, they said Ms. Beshara is a

1 fiduciary for the Rodgers. She is quite capable of protecting  
2 all their interests, and so she did plead language in her  
3 skeptic cause that relates to a representative capacity. The  
4 Rodgers pled obviously in their own individual capacity. And as  
5 to bringing the action against Beshara, which they alleges --  
6 she alleges, improper under 41. That is a personal capacity  
7 issue. Sorry about that.

8 MS. ARNOLD: Sorry about that Judge. That was my computer  
9 talking to me. Sorry.

10 MR. KEYS: As to asserting that she wasn't in the first  
11 claim, they brought the action for foreclosure, which she  
12 asserts they can't bring. If you look at Rosemond vs. Campbell,  
13 it raises the issue that an assignor stands in the shoe -- or  
14 an assignee stands in the shoes of the signer. Deutsche and  
15 Nationstar stand in the shoes of the prior servicers and their  
16 prior originator and are subject to all claims in that regard.  
17 As far as whether or not it's a public or private matter, Your  
18 Honor potential for repetition is a presumption that you can  
19 defeat the public versus private issue. And in this case, if  
20 you look at Exhibit 2, to Beshara's reply to return filed on 6  
21 -12 - 20 in this action, it's a old case out of Colleton County  
22 from 2015, maybe by Judge Buckner, involving Deutsche's  
23 trustee, which has many facts analogous to this case on delay  
24 in multiple proceedings and the fact that when it came time for  
25 trial, they didn't have counsel at the time, even though there

1 | were counsels of record.

2 |         And so we would assert there's evidence in the record of  
3 | potential for repetition here, Your Honor. On the negligence  
4 | claim, Your Honor again, they're sending the statements or the  
5 | negligent misrepresentation. And so we would assert there's a  
6 | question of fact and we need to know who they're fact witnesses  
7 | so we can depose them about those improper amounts represented  
8 | as claimed owed.

9 |         As to accounting, as plaintiff's counsel noted, a long  
10 | and complicated accounting history. The first case they allege  
11 | that default, which the Rogers I know deny occurred in May of  
12 | 2009. We are 14 years in on a pickup loan with negative  
13 | amortization terms, with property inspection fees and escrow  
14 | issues. It is a long and complicated accounting. And so we  
15 | believe we're entitled to a complete transaction history of all  
16 | amounts claimed owed in order to foreclose. And I believe that  
17 | addresses all the causes of action, Your Honor. Declaratory  
18 | judgment, again, we would assert it's equitable. The question  
19 | is as to the applicability of Rule 41 with Rule 40J, the  
20 | enforceability of the endorsements that on the note which don't  
21 | attract the assignments on the mortgage and those implications  
22 | on Deutsche and Nationstar's ability to enforce the mortgage.  
23 | We cited numerous cases that state that defendants are entitled  
24 | to raise those issues in a foreclosure action. And basically,  
25 | in this case, you've got two parties who are saying, no 40 and

1 41 don't apply like this. This is ridiculous.

2 No, the issues with the endorsements and the science --  
3 assignments are not at issue. There's clearly conflict here  
4 involving both law and contract and just the judicial  
5 controversy, Your Honor. So that would be my comments, I'm sure  
6 Ms. Arnold might have some additional comments.

7 MS. ARNOLD: Your Honor, to answer your question, has  
8 there been any activity that's gone on between 2019 -- or 2016  
9 and 2019. Yes, there have been communications back and forth  
10 with me and McGuire Woods counsel. The gentleman's no longer  
11 with McGuire Woods, but there had been communications back and  
12 forth regarding different matters. And clearly, they were put  
13 on notice as to the position that we took with regard to  
14 dismissal.

15 As to Your Honor, the statute of limitations, I believe  
16 if you look at their brief, you will see that they actually  
17 concede that not all of the factual issues that are alleged by  
18 the defendants are incorporated within prior activity. It  
19 relates to current activity, current activity including the  
20 filing of what we consider this to be in generic terms,  
21 wrongful foreclosure. But if you look at that pleading, you  
22 will see that. But more importantly, Your Honor, throughout the  
23 course of this Nationstar, which I now believe is called Mr.  
24 Cooper. Mr. Cooper sends monthly statements.

25 They -- they changed to who they send those statements

1 too, they would at one point would send them to me on behalf of  
2 the Rogers. They switched that and now they send them to Ms.  
3 Beshara, who is not an account holder or borrower on the note,  
4 which is inappropriate, but nonetheless, they do it. But each  
5 time they send that monthly statement, our position is that  
6 monthly statement has misrepresentations, it has inaccurate  
7 information in it, and it continues the proposition that they,  
8 the entity that is sending it has the -- is rightfully sending  
9 it and the amounts claimed in it are correct. So, then again,  
10 that is a continuing, ongoing negligent misrepresentations that  
11 are committed by these parties and their agents or the  
12 plaintiffs and its agent, owner and or servicer.

13           It -- additionally, Your Honor, I think Mr. Keys got it  
14 is already stated it declaratory judgment is an equitable claim  
15 in here. We have asked for injunctive relief, we have asked for  
16 the determination that this plaintiff Deutsche even has the  
17 ability. And if you'll notice in its pleading, Your Honor,  
18 Deutsche in its pleading in this one says, "It's either the  
19 mortgagor or servicer." It doesn't know which had it wears and  
20 this -- they have the burden Deutsche as a foreclosure has the  
21 burden of establishing a cause of action, and they have to have  
22 a certain hat in order to do that.

23           So their own pleadings here show that they don't wear or  
24 don't have the proper hat or don't know what -- that they're  
25 wearing in this instance. But again, the declaratory judgment

1 is to say, "You who are here in front of this court don't have  
2 the ability to do what you're doing." It's an interpretation of  
3 lounge is or understanding of it mortgages, assignments,  
4 owners, servicers and how that comes to play. Again, that's a  
5 declaratory judgment action. It is equitable. There is no  
6 statute of limitations on that. And Mr. Keys has addressed all  
7 the other issues with -- with regard to that. I would ask Your  
8 Honor, to look at the Campbell, I believe, vs. Rosemont case.  
9 It is cited by both parties in memos. And in essence here, you  
10 do not have a negotiable note, you have a non-negotiable note.

11 This is a pickup pay loan, as we would call it, that  
12 provides for negative amortization. And because it falls  
13 outside of a negotiable note, is not controlled by some of our  
14 provisions in the UCC, which would mean a holder in due course.  
15 Therefore, ownership and proving that essential element is  
16 critical in this case, which again, we can they cannot do. So  
17 again, that relates to the various causes of action that you  
18 see or are the basis for the unfair trade practices. And again,  
19 the -- the other causes and if Your Honor, will also note the  
20 counterclaims that are asserted here, do not mimic what was  
21 done before.

22 A number of those causes were eliminated. For instance,  
23 a truth in lending violation -- a truth in lending violation  
24 does have a one-year statute of limitations. And even though it  
25 has a one-year stabilization, it does not mean that a truth in

1 | lending cannot be asserted as a defense in a foreclosure  
2 | action. They always can because it's defensive to it. Those  
3 | origination claims, again, if you look at the Campbell and  
4 | Rosemont case and because this is a non-negotiable note, those  
5 | claims go and flow with whoever now comes to the court and  
6 | says, "By the way, I'm the one that's got the right to bring  
7 | this foreclosure." All of those claims are properly asserted  
8 | and issues with this case. And, Your Honor, I was just trying  
9 | to address some of the things that were brought up. And I think  
10 | I've done it other than what Mr. Keys and of course, we would -  
11 | - we did join in together jointly in opposition and this  
12 | morning, Your Honor.

13 |         And supplement to opposition, there was portions of Mr.  
14 | Rogers's deposition that was submitted by Deutsche. We added  
15 | some additional experts, deposition experts to Mr. Rogers  
16 | deposition, that show these comments about what was going on,  
17 | the misrepresentations that he claims. And then lastly, Your  
18 | Honor, and I know I'm throwing a lot out at you because this  
19 | case does have some complications and it clearly has had a  
20 | protracted. The -- this matter has been a protracted matter in  
21 | and out of the courts in different causes of action. But again,  
22 | it is the burden of the party that is now coming to the courts  
23 | and saying we have the right to foreclose.

24 |         Well, they have to establish certain things they clearly  
25 | have to establish the existence of a debt. That debt only is in

1 the name of Mr. Rogers, but they also have to establish a  
2 default. We challenged the affidavit that was submitted by  
3 Deutsche as being a sufficient affidavit under Rule 56 in  
4 support of a motion for summary judgment, because that  
5 affidavit has some just blanket remarks that are not supported.  
6 One which is the claim that there was a default.

7 And the position, if you look at the pleadings, is that  
8 the default and the testimony of Mr. Rogers that I supplement  
9 was not a default created by the Rogers, it was a default  
10 created by the then servicer lender by rejecting payments, any  
11 further payments from the Rogers after they had worked out a  
12 certain modification plan. I'm just giving you that background  
13 as the facts that go on in that have gone on in this protracted  
14 matter. But thank you, Your Honor. I appreciate your time.

15 THE COURT: I'm sorry. My screen just went totally black.

16 MS. ARNOLD: You're back. You went black, but then you  
17 came back.

18 THE COURT: It did this a couple of times yesterday, and  
19 then everyone said it was my audio was garbled for a little  
20 while after I came back online. Can you guys hear me?

21 MS. ARNOLD: We can hear you, Your Honor.

22 MR. KEYS: Yes, Your Honor.

23 MS. ARNOLD: Yeah. You're good now. Yes.

24 THE COURT: Okay. Go ahead, Ms. Gardner.

25 MS. GARDNER: Yeah, Your Honor. I'll just keep it brief. I

1 mean, we stand on the argument set forth in our memo in support  
2 of our motion for summary judgment. The key here is what  
3 occurred in the three years prior to the Beshara's and the  
4 interveners asserting claims against my client in 2020. That's  
5 the key question. Ms. Arnold talks about communications between  
6 counsel. That's - that's not enough to toll the statute of  
7 limitations. And then she talks about account statements being  
8 sent.

9           There's -- she cites to no deposition testimony for  
10 this, there is no affidavit for this, her own clients did not  
11 say this is -- this gives them reason to assert these  
12 counterclaims. She talks and states that some of the claims  
13 asserted in 2012 weren't reasserted in 2020 that's true. But  
14 four of them are. And were definitely entitled to summary  
15 judgment on them because they knew about these claims back in  
16 2012. And then as far as Mr. Keys, I mean, he spoke about Ms.  
17 Beshara, a lot of -- a lot of his argument depended upon the  
18 endorsements and the note and the assignments which we put in  
19 our brief.

20           She has no standing to complain about. She was not a  
21 party to those documents, and there's case law supporting that.  
22 And again, a lot of their arguments and the basis for their  
23 claims rely upon the completion of 40J and 41A saying that  
24 Deutsche -- Deutsche had no right to bring this current action.  
25 And as we've discussed, it's just not true. It's conjured, it's

1 not supported by the law. And for those reasons, we believe  
2 we're entitled to summary judgment against the claims asserted  
3 against Deutsche and Nationstar.

4 THE COURT: Oh, I've got a little bit of reading to do. I  
5 thank you all. I'm going to look carefully at your memos that  
6 you've submitted before I enter any ruling. I'll email you all  
7 with my ruling and probably ask one of you to do the order  
8 after I have made a ruling.

9 MS. ARNOLD: Thank you, Your Honor.

10 MS. GARDNER: Thank you.

11 MR. KEYS: Thank you, Your Honor.

12 THE COURT: Thank you.

13 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING IS CONCLUDED)  
14  
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25

## 1 CERTIFICATE OF TRANSCRIBER

2 I, ERIN REILY, a court-approved transcriber, do  
3 hereby certify that the foregoing is a true, accurate and  
4 complete Transcript of Record of the proceedings had and  
5 evidence introduced in the trial of the captioned case,  
6 relative to appeal, in the South Carolina Circuit Court 3,  
7 Charleston County, South Carolina, on the 18th day of  
8 April, 2023.

9  
10 I do further certify that I am neither of kin, counsel,  
11 nor interest to any party hereto.

12 August 1st, 2023

13 ERIN REILLY

14 TRANSCRIBER  
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# Julie J. Armstrong

Charleston County Clerk of Court

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### Aurora Loan Services Llc VS Curtis Rogers, defendant, et al

|                      |                        |                   |                 |                    |                                          |
|----------------------|------------------------|-------------------|-----------------|--------------------|------------------------------------------|
| Case Number:         | 2009CP1005840          | Court Agency:     | Common Pleas    | Filed Date:        | 09/15/2009                               |
| Case Type:           | Common Pleas           | Case Sub Type:    | Foreclosure 420 | File Type:         | Jury                                     |
| Status:              | Dismissed              | Assigned Judge:   | Solicitor       |                    |                                          |
| Disposition:         | Dismissed per Rule 40J | Disposition Date: | 03/09/2010      | Disposition Judge: | Solicitor                                |
| Original Source Doc: |                        | Original Case #:  |                 | Restore Reason:    | Reopen Case for Rule 40J - Original Case |
| Judgment Number:     |                        | Court Roster:     |                 |                    |                                          |

### Case Parties

Click the icon to show associated parties.

| Name                                          | Address                                             | Race | Sex | Year Of Birth | Party Type         | Party Status | Last Updated |
|-----------------------------------------------|-----------------------------------------------------|------|-----|---------------|--------------------|--------------|--------------|
| Arnold, Mary Leigh                            | 749 Johnnie Dodds Blvd, Ste B Mt. Pleasant SC 29464 |      |     |               | Defendant Attorney |              | 05/03/2011   |
| Aurora Loan Services Llc                      |                                                     |      |     |               | Plaintiff          |              | 02/06/2012   |
| Harbor National Bank Etc                      |                                                     |      |     |               | Defendant          |              | 09/18/2009   |
| Hayes, Dean Anthony                           | 4500 Fort Jackson Blvd. Suite 250 Columbia SC 29209 |      |     |               | Attorney           |              | 09/01/2010   |
| Kelchner, John Brian                          | PO Box 1473 Columbia SC 29202                       |      |     |               | Plaintiff Attorney |              | 09/18/2009   |
| National City Bank Etc                        |                                                     |      |     |               | Defendant          |              | 09/18/2009   |
| Paylor, Alice F                               | 151 Meeting Street Suite 350 Charleston SC 29401    |      |     |               | Defendant Attorney |              | 10/06/2009   |
| Rogers, Curits L III                          |                                                     |      |     |               | Defendant          |              | 09/18/2009   |
| Rogers, Curtis                                |                                                     |      |     |               | Defendant          |              | 09/18/2009   |
| Rogers, Julie J                               |                                                     |      |     |               | Defendant          |              | 09/18/2009   |
| Shoreline Farms Community Association Inc Etc |                                                     |      |     |               | Defendant          |              | 09/18/2009   |

### Tax Map Information

| Agency name  | Tax Map Number | Tax Map Description                                                      |
|--------------|----------------|--------------------------------------------------------------------------|
| Common Pleas | 3150000008     | MARSHLAND AND HIGHLANDS 2235 SHORELINE DRIVE, JOHNS ISLAND               |
| Common Pleas | 3150000067     | LOT 8, BLOCK F, SHORE LINE FARMS SUBD 2235 SHORELINE DRIVE, JOHNS ISLAND |

### Associated Cases

| Agency           | Case #                        | External | Relationship | Description            | Case Filed Date | Disposition Date | Case Status | Disposition            |
|------------------|-------------------------------|----------|--------------|------------------------|-----------------|------------------|-------------|------------------------|
| Master In Equity | <a href="#">2009CP1005840</a> | N        |              |                        | 11/17/2009      | 03/09/2010       | Dismissed   | Dismissed per Rule 40J |
| Common Pleas     | <a href="#">2009LP1008286</a> | N        | CP           |                        | 01/01/2009      | 05/16/2016       | Dismissed   | Other / Circuit Civil  |
| Common Pleas     | <a href="#">2011CP1001805</a> | N        |              | Associated by Rule 40J | 03/10/2011      | 06/24/2014       | Dismissed   | Dismissed per Rule 40J |

### Actions

| Name               | Description                                             | Type   | Motion Roster | Begin Date       | Completion Date  | Documents |
|--------------------|---------------------------------------------------------|--------|---------------|------------------|------------------|-----------|
| Arnold, Mary Leigh | Motion/Motion Filing Fee                                | Filing |               | 05/03/2011-09:05 |                  |           |
|                    | Order/Order Case Has Been Restored. See Associated Case | Order  |               | 03/10/2011-11:02 |                  |           |
|                    | PLNTFF'S NOT/MOT TO RESTORE CASE TO ACTIVE ROSTER       | Motion |               | 08/26/2010-00:00 | 08/26/2010-00:00 |           |
|                    | FORM4 IN RE:MSORD 20100813 9990 MAILED FIRST CLASS      | Order  |               | 08/17/2010-00:00 | 08/17/2010-00:00 |           |
|                    | MASTERS ORDER CASE CONTINUED FOR 60 DAYS                | Order  |               | 08/13/2010-00:00 | 08/13/2010-00:00 |           |
|                    | Hearing                                                 | Event  |               | 08/04/2010-14:00 | 08/04/2010-14:00 |           |
|                    | NOT/MOT TO VACATE ORDER RESTORING TO ACTIVE DOCKET      | Filing |               | 07/26/2010-00:00 | 07/26/2010-00:00 |           |
|                    | FORM4 IN RE:MSORD 20100624 9990 MAILED FIRST CLASS      | Order  |               | 07/08/2010-00:00 | 07/08/2010-00:00 |           |
|                    | MASTERS ORDER RESTORING CASE TO THE ACTIVE ROSTER       | Order  |               | 06/24/2010-00:00 | 06/24/2010-00:00 |           |
|                    | Civil Court                                             | Event  |               | 06/15/2010-14:00 | 06/15/2010-14:00 |           |
|                    | FORM4 IN RE:MSORD 20100309 9980 MAILED FIRST CLASS      | Order  |               | 03/18/2010-00:00 | 03/18/2010-00:00 |           |
|                    | FORM4 IN RE:MSORD 20100309 9990 MAILED FIRST CLASS      | Order  |               | 03/18/2010-00:00 | 03/18/2010-00:00 |           |
|                    | MASTERS ORDER REMOVING CASE FROM ACTIVE DOCKET          | Order  |               | 03/09/2010-00:00 | 03/09/2010-00:00 |           |
|                    | MASTERS ORDER-ACTION STRIKEN PER RULE 40(J)             | Order  |               | 03/09/2010-00:00 | 03/09/2010-00:00 |           |
|                    | Civil Court                                             | Event  |               | 02/24/2010-10:00 | 02/24/2010-10:00 |           |

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|                          |                                                                   |        |  |                  |                  |                                                                                     |
|--------------------------|-------------------------------------------------------------------|--------|--|------------------|------------------|-------------------------------------------------------------------------------------|
|                          | FORM4 IN RE:OREF 20091123<br>9990 MAILED FIRST CLASS              | Order  |  | 12/01/2009-00:00 | 12/01/2009-00:00 |                                                                                     |
|                          | Order/ Referred to Master                                         | Order  |  | 11/23/2009-00:00 | 11/23/2009-00:00 |                                                                                     |
|                          | MOTION & MANDATORY ORDER<br>OF REFERENCE W/ FINALITY              | Order  |  | 11/23/2009-00:00 | 11/23/2009-00:00 |  |
|                          | AFFIDAVIT OF DEFAULT                                              | Filing |  | 11/18/2009-00:00 | 11/18/2009-00:00 |  |
|                          | AFFIDAVIT OF NON-MILITARY<br>SERVICE                              | Filing |  | 11/18/2009-00:00 | 11/18/2009-00:00 |  |
|                          | ANSWER OF DEFNTS CURTIS<br>ROGERS & JULIE J ROGERS<br>&;ARNOLD, M | Filing |  | 10/23/2009-00:00 | 10/23/2009-00:00 |  |
|                          | ANSWER OF DEFNT HARBOR<br>NATIONAL BANK &<br>CERT/MAIL;PAYLOR, A  | Filing |  | 09/30/2009-00:00 | 09/30/2009-00:00 |  |
|                          | AFFIDAVIT OF SERVICE (4)                                          | Filing |  | 09/25/2009-00:00 | 09/25/2009-00:00 |  |
|                          | AFFIDAVIT OF SERVICE                                              | Filing |  | 09/21/2009-00:00 | 09/21/2009-00:00 |  |
| Aurora Loan Services Llc | Civil Converted Cost                                              | Filing |  | 09/15/2009-00:00 | 09/15/2009-00:00 |                                                                                     |
|                          | RECEIPT #09-15474                                                 | Filing |  | 09/15/2009-00:00 | 09/15/2009-00:00 |  |
|                          | SUMMONS & COMPLAINT                                               | Filing |  | 09/15/2009-00:00 | 09/15/2009-00:00 |  |
|                          | LIS PENDENS                                                       | Filing |  | 09/15/2009-00:00 | 09/15/2009-00:00 |  |

**Financials****Summary**

|                    |          |                                       |          |                     |        |
|--------------------|----------|---------------------------------------|----------|---------------------|--------|
| <b>Fine/Costs:</b> | \$125.00 | <b>Total Paid for<br/>fine/costs:</b> | \$125.00 | <b>Balance Due:</b> | \$0.00 |
|--------------------|----------|---------------------------------------|----------|---------------------|--------|

**Costs**

| Description                  | Cost Code | Amount   | Charge Action | Disbursed Amount |
|------------------------------|-----------|----------|---------------|------------------|
| Motion/Order Filing Fee \$25 | MOTION    | \$25.00  |               | \$25.00          |
| Motion/Order Filing Fee \$25 | MOTION    | \$100.00 |               | \$100.00         |

**Payments**

| Payment Date | Receipt Number | Entered By | Transaction Type Code | Payment Amount |
|--------------|----------------|------------|-----------------------|----------------|
| 05/03/2011   | 477705         | COCCMB     | PY                    | \$25.00        |
| 07/26/2010   | 209913         | EBA        | PY                    | \$25.00        |
| 06/25/2010   | 207917         | EBA        | PY                    | \$25.00        |
| 03/10/2010   | 201438         | EBA        | PY                    | \$25.00        |
| 11/19/2009   | 195247         | ACJ        | PY                    | \$25.00        |



# Julie J. Armstrong

Charleston County Clerk of Court

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### Aurora Loan Services Llc VS Curtis Rogers , defendant, et al

|                             |                        |                          |                                           |                           |                                          |
|-----------------------------|------------------------|--------------------------|-------------------------------------------|---------------------------|------------------------------------------|
| <b>Case Number:</b>         | 2011CP1001805          | <b>Court Agency:</b>     | Common Pleas                              | <b>Filed Date:</b>        | 03/10/2011                               |
| <b>Case Type:</b>           | Common Pleas           | <b>Case Sub Type:</b>    | Foreclosure 420                           | <b>File Type:</b>         | Jury                                     |
| <b>Status:</b>              | Dismissed              | <b>Assigned Judge:</b>   | Clerk Of Court C P, G S, And Family Court |                           |                                          |
| <b>Disposition:</b>         | Dismissed per Rule 40J | <b>Disposition Date:</b> | 06/24/2014                                | <b>Disposition Judge:</b> | McDonald, Stephanie P                    |
| <b>Original Source Doc:</b> |                        | <b>Original Case #:</b>  |                                           | <b>Restore Reason:</b>    | Reopen Case for Rule 40J - Original Case |
| <b>Judgment Number:</b>     |                        | <b>Court Roster:</b>     |                                           |                           |                                          |

### Case Parties

Click the icon to show associated parties.

| Name                                          | Address                                                                | Race | Sex | Year Of Birth | Party Type         | Party Status | Last Updated |
|-----------------------------------------------|------------------------------------------------------------------------|------|-----|---------------|--------------------|--------------|--------------|
| Arnold, Mary Leigh                            | 749 Johnnie Dodds Blvd, Ste B Mt. Pleasant SC 29464                    |      |     |               | Defendant Attorney |              | 06/18/2013   |
| Aurora Loan Services Llc(Inactive)            |                                                                        |      |     |               | Plaintiff          |              | 06/25/2014   |
| Bernstein, Robert Alan                        | PO Box 20519 Charleston SC 294130519                                   |      |     |               | Defendant Attorney |              | 07/09/2013   |
| Brown, Suzanne E.                             | Hamlet Law 5215 Junction Park Circle, Suite 202<br>Wilmington NC 28412 |      |     |               | Defendant Attorney |              | 04/07/2015   |
| Harbor National Bank Etc                      |                                                                        |      |     |               | Defendant          |              | 03/10/2011   |
| Hayes, Dean Anthony                           | 4500 Fort Jackson Blvd. Suite 250 Columbia SC 29209                    |      |     |               | Attorney           |              | 04/07/2015   |
| Jackman, Robert Powell                        | 1201 Main Street, Ste 1800 Columbia SC 29201                           |      |     |               | Plaintiff Attorney |              | 03/16/2015   |
| Kelchner, John Brian                          | PO Box 1473 Columbia SC 29202                                          |      |     |               | Plaintiff Attorney |              | 04/07/2015   |
| National City Bank Etc                        |                                                                        |      |     |               | Defendant          |              | 03/10/2011   |
| Nationstar Mortgage LLC                       |                                                                        |      |     |               | Plaintiff          |              | 06/18/2013   |
| Paylor, Alice F                               | 151 Meeting Street Suite 350 Charleston SC 29401                       |      |     |               | Defendant Attorney |              | 06/18/2013   |
| Robinson, Mindi C.                            | 1501 James Hill Way Birmingham AL 35226                                |      |     |               | Plaintiff Attorney |              | 05/07/2014   |
| Rogers, Curits L III                          |                                                                        |      |     |               | Defendant          |              | 03/10/2011   |
| Rogers, Curtis                                |                                                                        |      |     |               | Defendant          |              | 03/04/2014   |
| Rogers, Julie J                               |                                                                        |      |     |               | Defendant          |              | 03/10/2011   |
| Shoreline Farms Community Association Inc Etc |                                                                        |      |     |               | Defendant          |              | 03/10/2011   |

### Associated Cases

| Agency       | Case #                        | External | Relationship | Description                                                 | Case Filed Date | Disposition Date | Case Status | Disposition            |
|--------------|-------------------------------|----------|--------------|-------------------------------------------------------------|-----------------|------------------|-------------|------------------------|
| Common Pleas | <a href="#">2009CP1005840</a> | N        |              | Associated by Rule 40J                                      | 09/15/2009      | 03/09/2010       | Dismissed   | Dismissed per Rule 40J |
| Common Pleas | <a href="#">2009LP1008286</a> | N        | LISP         | Aurora Loan Services Llc VS Curtis Rogers, defendant, et al | 01/01/2009      | 05/16/2016       | Dismissed   | Other / Circuit Civil  |
| Common Pleas | <a href="#">2015CP1001971</a> | N        |              | Associated by Rule 40J                                      | 04/07/2015      | 05/16/2016       | Dismissed   | Dismissed per Rule 40J |

### Actions

| Name                     | Description                                            | Type   | Motion Roster | Begin Date       | Completion Date  | Documents |
|--------------------------|--------------------------------------------------------|--------|---------------|------------------|------------------|-----------|
|                          | Info: CASE RESTORED. DO NOT FILE ON THIS CASE          | Filing |               | 05/05/5555-09:07 |                  |           |
| Aurora Loan Services Llc | Order Restoring Case. Filing Fee Paid. See New Case.   | Order  |               | 04/07/2015-09:06 |                  |           |
| Nationstar Mortgage LLC  | Notice of Appearance of Atty Hayes & Jackman, crt/mail | Filing |               | 03/13/2015-11:28 |                  |           |
| Aurora Loan Services Llc | Certificate/Mortgagor Non-Compliance & crt/srv         | Filing |               | 03/13/2015-10:59 |                  |           |
| Aurora Loan Services Llc | Order/Dismissal Rule 40J                               | Order  |               | 06/24/2014-11:41 |                  |           |
| Aurora Loan Services Llc | Order/Order Filing Fee                                 | Filing |               | 06/18/2014-14:20 | 06/24/2014-14:20 |           |
| Kelchner, John Brian     | Roster/Notice of Motions Roster Publication Sent       | Action |               | 05/08/2014-11:08 | 06/24/2014-11:08 |           |
| Brown, Suzanne E.        | Roster/Notice of Motions Roster Publication Sent       | Action |               | 05/08/2014-11:08 | 06/24/2014-11:08 |           |
| Bernstein, Robert Alan   | Roster/Notice of Motions Roster Publication Sent       | Action |               | 05/08/2014-11:08 | 06/24/2014-11:08 |           |
| Hayes, Dean Anthony      | Roster/Notice of Motions Roster Publication Sent       | Action |               | 05/08/2014-11:08 | 06/24/2014-11:08 |           |
| Arnold, Mary Leigh       | Roster/Notice of Motions Roster Publication Sent       | Action |               | 05/08/2014-11:08 | 06/24/2014-11:08 |           |
| Paylor, Alice F          | Roster/Notice of Motions Roster Publication Sent       | Action |               | 05/08/2014-11:08 | 06/24/2014-11:08 |           |

RECORD1041

|                          |                                                                   |        |  |                  |                  |                                                                                       |
|--------------------------|-------------------------------------------------------------------|--------|--|------------------|------------------|---------------------------------------------------------------------------------------|
| Robinson, Mindi C.       | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 05/08/2014-11:08 | 06/24/2014-11:08 |                                                                                       |
| Arnold, Mary Leigh       | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 05/07/2014-10:12 | 06/24/2014-10:12 |                                                                                       |
| Paylor, Alice F          | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 05/07/2014-10:12 | 06/24/2014-10:12 |                                                                                       |
| Hayes, Dean Anthony      | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 05/07/2014-10:12 | 06/24/2014-10:12 |                                                                                       |
| Brown, Suzanne E.        | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 05/07/2014-10:12 | 06/24/2014-10:12 |                                                                                       |
| Bernstein, Robert Alan   | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 05/07/2014-10:12 | 06/24/2014-10:12 |                                                                                       |
| Robinson, Mindi C.       | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 05/07/2014-10:12 | 06/24/2014-10:12 |                                                                                       |
| Kelchner, John Brian     | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 05/07/2014-10:12 | 06/24/2014-10:12 |                                                                                       |
| Kelchner, John Brian     | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 04/03/2014-12:06 | 06/24/2014-12:06 |                                                                                       |
| Robinson, Mindi C.       | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 04/03/2014-12:06 | 06/24/2014-12:06 |                                                                                       |
| Bernstein, Robert Alan   | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 04/03/2014-12:06 | 06/24/2014-12:06 |                                                                                       |
| Brown, Suzanne E.        | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 04/03/2014-12:06 | 06/24/2014-12:06 |                                                                                       |
| Hayes, Dean Anthony      | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 04/03/2014-12:06 | 06/24/2014-12:06 |                                                                                       |
| Paylor, Alice F          | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 04/03/2014-12:06 | 06/24/2014-12:06 |                                                                                       |
| Arnold, Mary Leigh       | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 04/03/2014-12:06 | 06/24/2014-12:06 |                                                                                       |
| Arnold, Mary Leigh       | Motion/Summary Judgment by<br>defendant, crt/srv                  | Motion |  | 03/04/2014-14:10 | 06/25/2014-14:10 |    |
| Rogers, Curtis           | Motion/Motion Filing Fee                                          | Filing |  | 03/04/2014-10:38 | 06/24/2014-10:38 |                                                                                       |
|                          | Notice of Appearance of Atty<br>Robinson, crt/srv                 | Filing |  | 03/03/2014-12:59 | 06/24/2014-12:59 |    |
| Aurora Loan Services Llc | Notice/Notice of Hearing &<br>crt/srv                             | Filing |  | 11/12/2013-09:33 | 06/24/2014-09:33 |    |
| Arnold, Mary Leigh       | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Arnold, Mary Leigh       | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Kelchner, John Brian     | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Kelchner, John Brian     | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Paylor, Alice F          | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Paylor, Alice F          | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Hayes, Dean Anthony      | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Hayes, Dean Anthony      | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Brown, Suzanne E.        | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Brown, Suzanne E.        | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Bernstein, Robert Alan   | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Bernstein, Robert Alan   | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 10/15/2013-15:18 | 06/24/2014-15:18 |                                                                                       |
| Aurora Loan Services Llc | Motion/Motion Filing Fee                                          | Filing |  | 09/27/2013-16:37 | 06/24/2014-16:37 |                                                                                       |
| Hayes, Dean Anthony      | Motion/Compel by plaintiff,<br>crt/srv                            | Motion |  | 09/27/2013-14:38 | 11/15/2013-14:38 |  |
| Harbor National Bank Etc | Notice/Appearence of Atty R<br>Bernstein & crt/srv                | Filing |  | 07/02/2013-09:29 | 06/24/2014-09:29 |  |
| Rogers, Curtis           | Motion/Motion Filing Fee                                          | Filing |  | 07/01/2013-09:36 | 06/24/2014-09:36 |                                                                                       |
| Arnold, Mary Leigh       | Motion/Vacate by defendant,<br>crt/srv                            | Motion |  | 06/28/2013-11:49 | 11/15/2013-11:49 |  |
| Aurora Loan Services Llc | Order/Substituting the plntff &<br>amending caption               | Order  |  | 06/14/2013-09:58 | 06/24/2014-09:58 |  |
| Aurora Loan Services Llc | Service/Certificate Of Service                                    | Filing |  | 06/12/2013-09:59 | 06/24/2014-09:59 |  |
| Aurora Loan Services Llc | Order/Order Filing Fee                                            | Filing |  | 06/11/2013-16:30 | 06/24/2014-16:30 |                                                                                       |
|                          | Service/Certificate Of Service                                    | Filing |  | 06/06/2013-12:06 | 06/24/2014-12:06 |  |
| Aurora Loan Services Llc | Reply/Reply to defendant<br>Amended Answer & C/claim,<br>crt/srv  | Filing |  | 02/29/2012-16:23 | 06/24/2014-16:23 |  |
|                          | Order/Defnt's mot to amend<br>answer is granted                   | Order  |  | 02/24/2012-08:56 | 06/24/2014-08:56 |  |
|                          | Amended Answer &<br>Counterclaim of certain<br>dfndnts, JTD & srv | Filing |  | 02/13/2012-14:53 | 06/24/2014-14:53 |  |
|                          | Notice/Notice of Hearing &<br>crt/srv                             | Filing |  | 12/15/2011-14:52 | 06/24/2014-14:52 |  |
| Arnold, Mary Leigh       | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 09/13/2011-10:58 | 06/24/2014-10:58 |                                                                                       |
| Kelchner, John Brian     | Roster/Notice of Motions<br>Roster Publication Sent               | Action |  | 09/13/2011-10:58 | 06/24/2014-10:58 |                                                                                       |

RECORD1042

|                          |                                                                 |        |  |                  |                  |                                                                                     |
|--------------------------|-----------------------------------------------------------------|--------|--|------------------|------------------|-------------------------------------------------------------------------------------|
| Paylor, Alice F          | Roster/Notice of Motions<br>Roster Publication Sent             | Action |  | 09/13/2011-10:58 | 06/24/2014-10:58 |                                                                                     |
| Hayes, Dean Anthony      | Roster/Notice of Motions<br>Roster Publication Sent             | Action |  | 09/13/2011-10:58 | 06/24/2014-10:58 |                                                                                     |
| Brown, Suzanne E.        | Roster/Notice of Motions<br>Roster Publication Sent             | Action |  | 09/13/2011-10:58 | 06/24/2014-10:58 |                                                                                     |
|                          | Notice/Election to participate in<br>Foreclosure Intrvntn & srv | Filing |  | 06/13/2011-13:16 | 06/24/2014-13:16 |  |
| Aurora Loan Services Llc | Notice/Notice of Foreclosure<br>Intervention & crt/srv          | Filing |  | 05/27/2011-13:42 | 06/24/2014-13:42 |  |
| Aurora Loan Services Llc | Motion/Amend Answer by<br>defendants & crt/mail                 | Motion |  | 05/02/2011-16:27 | 09/26/2011-16:27 |  |
| National City Bank Etc   | Notice/Appearence of Brock &<br>Scott PLLC & crt/srv            | Filing |  | 04/27/2011-16:18 | 06/24/2014-16:18 |  |
| Aurora Loan Services Llc | Order/Restore Case To Active<br>Docket & Cert/Serv              | Order  |  | 03/10/2011-09:30 | 06/24/2014-09:30 |  |

**Financials****Summary**

|                    |          |                                       |          |                     |        |
|--------------------|----------|---------------------------------------|----------|---------------------|--------|
| <b>Fine/Costs:</b> | \$275.00 | <b>Total Paid for<br/>fine/costs:</b> | \$275.00 | <b>Balance Due:</b> | \$0.00 |
|--------------------|----------|---------------------------------------|----------|---------------------|--------|

**Costs**

| Description                         | Cost Code | Amount  | Charge Action | Disbursed Amount |
|-------------------------------------|-----------|---------|---------------|------------------|
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Civil Filing Fee State 56%          | CVFFST    | \$56.00 |               | \$56.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| SCJD Filing Fee Proviso \$50 / \$25 | SCJDPV    | \$50.00 |               | \$50.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Civil Filing Fee County 44%/100%    | CVFFCN    | \$44.00 |               | \$44.00          |

**Payments**

| Payment Date | Receipt Number | Entered By | Transaction Type Code | Payment Amount |
|--------------|----------------|------------|-----------------------|----------------|
| 06/18/2014   | 531061         | COCCMB     | PY                    | \$25.00        |
| 03/04/2014   | 526169         | coccnnp    | PY                    | \$25.00        |
| 09/27/2013   | 519824         | COCCMB     | PY                    | \$25.00        |
| 07/01/2013   | 515831         | coccnnp    | PY                    | \$25.00        |
| 06/11/2013   | 514983         | cocslb     | PY                    | \$25.00        |
| 03/10/2011   | 474756         | coccnnp    | PY                    | \$150.00       |



# Julie J. Armstrong

Charleston County Clerk of Court

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### Aurora Loan Services Llc VS Curtis Rogers , defendant, et al

|                             |                        |                          |                                           |                           |                          |
|-----------------------------|------------------------|--------------------------|-------------------------------------------|---------------------------|--------------------------|
| <b>Case Number:</b>         | 2015CP1001971          | <b>Court Agency:</b>     | Common Pleas                              | <b>Filed Date:</b>        | 04/07/2015               |
| <b>Case Type:</b>           | Common Pleas           | <b>Case Sub Type:</b>    | Foreclosure 420                           | <b>File Type:</b>         | Jury                     |
| <b>Status:</b>              | Dismissed              | <b>Assigned Judge:</b>   | Clerk Of Court C P, G S, And Family Court |                           |                          |
| <b>Disposition:</b>         | Dismissed per Rule 40J | <b>Disposition Date:</b> | 05/16/2016                                | <b>Disposition Judge:</b> | Young, Roger M. Sr.      |
| <b>Original Source Doc:</b> |                        | <b>Original Case #:</b>  |                                           | <b>Restore Reason:</b>    | Reopen Case for Rule 40J |
| <b>Judgment Number:</b>     |                        | <b>Court Roster:</b>     |                                           |                           |                          |

### Case Parties

Click the icon to show associated parties.

| Name                                          | Address                                                                | Race | Sex | Year Of Birth | Party Type         | Party Status | Last Updated |
|-----------------------------------------------|------------------------------------------------------------------------|------|-----|---------------|--------------------|--------------|--------------|
| Arnold, Mary Leigh                            | 749 Johnnie Dodds Blvd, Ste B Mt. Pleasant SC 29464                    |      |     |               | Defendant Attorney |              | 04/07/2015   |
| Aurora Loan Services Llc(Inactive)            |                                                                        |      |     |               | Plaintiff          |              | 05/17/2016   |
| Bernstein, Robert Alan                        | PO Box 20519 Charleston SC 294130519                                   |      |     |               | Defendant Attorney |              | 04/07/2015   |
| Brown, Suzanne E.                             | Hamlet Law 5215 Junction Park Circle, Suite 202<br>Wilmington NC 28412 |      |     |               | Defendant Attorney |              | 04/07/2015   |
| Harbor National Bank Etc                      |                                                                        |      |     |               | Defendant          |              | 04/07/2015   |
| Hayes, Dean Anthony                           | 4500 Fort Jackson Blvd. Suite 250 Columbia SC 29209                    |      |     |               | Attorney           |              | 05/12/2016   |
| Jackman, Robert Powell                        | 1201 Main Street, Ste 1800 Columbia SC 29201                           |      |     |               | Plaintiff Attorney |              | 05/12/2016   |
| Kelchner, John Brian                          | PO Box 1473 Columbia SC 29202                                          |      |     |               | Plaintiff Attorney |              | 05/12/2016   |
| National City Bank Etc                        |                                                                        |      |     |               | Defendant          |              | 04/07/2015   |
| Nationstar Mortgage LLC                       |                                                                        |      |     |               | Plaintiff          |              | 04/07/2015   |
| Paylor, Alice F                               | 151 Meeting Street Suite 350 Charleston SC 29401                       |      |     |               | Defendant Attorney |              | 04/07/2015   |
| Robinson, Mindi C.                            | 1501 James Hill Way Birmingham AL 35226                                |      |     |               | Plaintiff Attorney |              | 04/07/2015   |
| Rogers, Curits L III                          |                                                                        |      |     |               | Defendant          |              | 04/07/2015   |
| Rogers, Curtis                                |                                                                        |      |     |               | Defendant          |              | 04/07/2015   |
| Rogers, Julie J                               |                                                                        |      |     |               | Defendant          |              | 04/07/2015   |
| Shoreline Farms Community Association Inc Etc |                                                                        |      |     |               | Defendant          |              | 04/07/2015   |

### Associated Cases

| Agency       | Case #                        | External | Relationship | Description            | Case Filed Date | Disposition Date | Case Status | Disposition            |
|--------------|-------------------------------|----------|--------------|------------------------|-----------------|------------------|-------------|------------------------|
| Common Pleas | <a href="#">2009LP1008286</a> | N        | LISP         | Lis Pendens            | 01/01/2009      | 05/16/2016       | Dismissed   | Other / Circuit Civil  |
| Common Pleas | <a href="#">2011CP1001805</a> | N        |              | Associated by Rule 40J | 03/10/2011      | 06/24/2014       | Dismissed   | Dismissed per Rule 40J |

### Actions

| Name                     | Description                                   | Type   | Motion Roster | Begin Date       | Completion Date  | Documents |
|--------------------------|-----------------------------------------------|--------|---------------|------------------|------------------|-----------|
| Aurora Loan Services Llc | Order/Dismissal Rule 40J                      | Order  |               | 05/16/2016-09:00 |                  |           |
| Kelchner, John Brian     | Roster/Notice of Case Roster Publication Sent | Action |               | 05/12/2016-08:51 | 05/16/2016-08:51 |           |
| Arnold, Mary Leigh       | Roster/Notice of Case Roster Publication Sent | Action |               | 05/12/2016-08:51 | 05/16/2016-08:51 |           |
| Paylor, Alice F          | Roster/Notice of Case Roster Publication Sent | Action |               | 05/12/2016-08:51 | 05/16/2016-08:51 |           |
| Hayes, Dean Anthony      | Roster/Notice of Case Roster Publication Sent | Action |               | 05/12/2016-08:51 | 05/16/2016-08:51 |           |
| Brown, Suzanne E.        | Roster/Notice of Case Roster Publication Sent | Action |               | 05/12/2016-08:51 | 05/16/2016-08:51 |           |
| Bernstein, Robert Alan   | Roster/Notice of Case Roster Publication Sent | Action |               | 05/12/2016-08:51 | 05/16/2016-08:51 |           |
| Robinson, Mindi C.       | Roster/Notice of Case Roster Publication Sent | Action |               | 05/12/2016-08:51 | 05/16/2016-08:51 |           |
| Jackman, Robert Powell   | Roster/Notice of Case Roster Publication Sent | Action |               | 05/12/2016-08:51 | 05/16/2016-08:51 |           |
| Aurora Loan Services Llc | Order/Restore Case To Active Docket           | Order  |               | 04/07/2015-09:13 | 05/16/2016-09:13 |           |

### Financials

| Summary            |           |                                   |               |                     |        |
|--------------------|-----------|-----------------------------------|---------------|---------------------|--------|
| <b>Fine/Costs:</b> | \$150.00  | <b>Total Paid for fine/costs:</b> | \$150.00      | <b>Balance Due:</b> | \$0.00 |
| Costs              |           |                                   |               |                     |        |
| Description        | Cost Code | Amount                            | Charge Action | Disbursed Amount    |        |

RECORD 1044

|                                     |                |            |                       |                |
|-------------------------------------|----------------|------------|-----------------------|----------------|
| Civil Filing Fee County 44%/100%    | CVFFCN         | \$44.00    |                       | \$44.00        |
| Civil Filing Fee State 56%          | CVFFST         | \$56.00    |                       | \$56.00        |
| SCJD Filing Fee Proviso \$50 / \$25 | SCJDPV         | \$50.00    |                       | \$50.00        |
|                                     |                |            |                       |                |
| Payments                            |                |            |                       |                |
| Payment Date                        | Receipt Number | Entered By | Transaction Type Code | Payment Amount |
| 04/07/2015                          | 543479         | cocmrr     | PY                    | \$150.00       |
|                                     |                |            |                       |                |



# Julie J. Armstrong

Charleston County Clerk of Court

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### Deutsche Bank Trust Company Americas as Trustee , plaintiff, et al VS Ashley Johnson Beshara , defendant, et al

|                      |               |                   |                                           |                    |            |
|----------------------|---------------|-------------------|-------------------------------------------|--------------------|------------|
| Case Number:         | 2019CP1004503 | Court Agency:     | Common Pleas                              | Filed Date:        | 08/27/2019 |
| Case Type:           | Common Pleas  | Case Sub Type:    | Foreclosure 420                           | File Type:         | Jury       |
| Status:              | Appeal        | Assigned Judge:   | Clerk Of Court C P, G S, And Family Court |                    |            |
| Disposition:         |               | Disposition Date: |                                           | Disposition Judge: |            |
| Original Source Doc: |               | Original Case #:  |                                           |                    |            |
| Judgment Number:     |               | Court Roster:     |                                           |                    |            |

### Case Parties

Click the icon to show associated parties.

| Name                                            | Address                                               | Race | Sex | Year Of Birth | Party Type            | Party Status | Last Updated |
|-------------------------------------------------|-------------------------------------------------------|------|-----|---------------|-----------------------|--------------|--------------|
| Arnold, Mary Leigh                              | 749 Johnnie Dodds Blvd, Ste B Mt. Pleasant SC 29464   |      |     |               | Defendant Attorney    |              | 12/19/2022   |
| Ashley Johnson Beshara Trustee                  |                                                       |      |     |               | Defendant             |              | 07/15/2020   |
| Ashley Johnson Beshara Trustee                  |                                                       |      |     |               | Third Party Plaintiff |              | 07/15/2020   |
| Beshara, Ashley Johnson                         |                                                       |      |     |               | Third Party Plaintiff |              | 07/15/2020   |
| Beshara, Ashley Johnson                         |                                                       |      |     |               | Defendant             |              | 07/31/2023   |
| Cadle Rock Joint Ventruire L P                  |                                                       |      |     |               | Defendant             |              | 08/28/2019   |
| Calub, Brian A. (Inactive)                      | 6909 Queensberry Drive Charlotte NC 282267654         |      |     |               | Defendant Attorney    |              | 12/29/2021   |
| Creech, Magalie A                               | 50 Broad Street Charleston SC 29401                   |      |     |               | Plaintiff Attorney    |              | 03/19/2021   |
| Cutler, Amanda Kay (Inactive)                   | 2110 Executive Drive Salisbury NC 28147               |      |     |               | Defendant Attorney    |              | 05/03/2022   |
| Deutsche Bank Trust Company Americas as Trustee |                                                       |      |     |               | Plaintiff             |              | 01/10/2024   |
| Ferguson, Rachel L                              | 4000 Faber Place Drive Suite 450 Charleston SC 29405  |      |     |               | Plaintiff Attorney    |              | 06/21/2024   |
| Gardner, Jasmine Kelly                          | 201 N. Tryon Street Suite 3000 Charlotte NC 28202     |      |     |               | Plaintiff Attorney    |              | 02/02/2023   |
| Gardner, Jasmine Kelly                          | 201 N. Tryon Street Suite 3000 Charlotte NC 28202     |      |     |               | Defendant Attorney    |              | 02/02/2023   |
| Keys, David Conon                               | PO Box 14225 Charleston SC 29422                      |      |     |               | Defendant Attorney    |              | 10/24/2019   |
| McPherson, Thomas Richmond III                  | 201 North Tryon Street, Suite 3000 Charlotte NC 28202 |      |     |               | Defendant Attorney    |              | 05/03/2022   |
| Moore, Elizabeth Shuffler                       | 176 Croghan Spur Rd. #400 Charleston SC 29407         |      |     |               | Plaintiff Attorney    |              | 06/15/2020   |
| Mr. Cooper                                      |                                                       |      |     |               | Other Party to Case   |              | 10/04/2023   |
| Nationstar Mortgage Llc                         |                                                       |      |     |               | Other Party to Case   |              | 10/06/2023   |
| Nationstar Mortgage Llc (Inactive)              |                                                       |      |     |               | Third Party Defendant |              | 07/10/2023   |
| Pass Through Certificates 2007 QH2              |                                                       |      |     |               | Plaintiff             |              | 08/28/2019   |
| Residential Accredited Loans Inc                |                                                       |      |     |               | Plaintiff             |              | 08/28/2019   |
| Revocable Trust Agreement                       |                                                       |      |     |               | Defendant             |              | 08/28/2019   |
| Revocable Trust Agreement                       |                                                       |      |     |               | Third Party Plaintiff |              | 07/15/2020   |
| Richardson, Jason Alexander                     | 1301 Gervais Street Suite 1310 Columbia SC 29201      |      |     |               | Plaintiff Attorney    |              | 06/30/2023   |
| Richardson, Jason Alexander                     | 1301 Gervais Street Suite 1310 Columbia SC 29201      |      |     |               | Defendant Attorney    |              | 06/30/2023   |
| Rogers, Curtis                                  |                                                       |      |     |               | Defendant             |              | 07/20/2023   |
| Rogers, Julie J                                 |                                                       |      |     |               | Defendant             |              | 09/08/2022   |
| Shook, Thomas A.                                | PO Box 71727 N. Charleston SC 29415                   |      |     |               | Plaintiff Attorney    |              | 08/27/2019   |
| Shoreline Farms Community Association Inc       |                                                       |      |     |               | Defendant             |              | 08/28/2019   |
| Wells Fargo Bank N A                            |                                                       |      |     |               | Defendant             |              | 08/28/2019   |

### Tax Map Information

| Agency name  | Tax Map Number | Tax Map Description |
|--------------|----------------|---------------------|
| Common Pleas | 3150000067     |                     |

### Associated Cases

| Agency       | Case #                        | External | Relationship | Description                    | Case Filed Date | Disposition Date | Case Status | Disposition |
|--------------|-------------------------------|----------|--------------|--------------------------------|-----------------|------------------|-------------|-------------|
| Common Pleas | <a href="#">2019LP1000893</a> | N        | LP           | Associated by Case Transfer To | 08/27/2019      |                  | Pending     |             |

### Actions

| Name                    | Description                                                  | Type   | Motion Roster | Begin Date       | Completion Date | Documents |
|-------------------------|--------------------------------------------------------------|--------|---------------|------------------|-----------------|-----------|
| Nationstar Mortgage Llc | NEF(06-21-2024 11:39:16 AM)<br>Notice/Notice of Appearance   | Filing |               | 06/21/2024-11:39 |                 |           |
| Nationstar Mortgage Llc | Notice/Notice of Appearance                                  | Filing |               | 06/21/2024-11:39 |                 |           |
| Rogers, Julie J         | NEF(11-27-2023 04:10:43 PM)<br>Notice/Other                  | Filing |               | 11/27/2023-16:18 |                 |           |
| Rogers, Julie J         | Notice of Appeal as to Order Denying their Motion/Reconsider | Filing |               | 11/27/2023-16:10 |                 |           |

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|                                                 |                                                              |        |  |                  |                  |                                                                                       |
|-------------------------------------------------|--------------------------------------------------------------|--------|--|------------------|------------------|---------------------------------------------------------------------------------------|
| Deutsche Bank Trust Company Americas as Trustee | NEF(11-01-2023 04:45:49 PM) Order/Electronic Form 4          | Filing |  | 11/01/2023-16:46 |                  |     |
| Deutsche Bank Trust Company Americas as Trustee | Order/Motion for Reconsideration is Denied                   | Order  |  | 11/01/2023-16:45 |                  |    |
| Nationstar Mortgage Llc                         | NEF(10-10-2023 04:44:40 PM) Order/Scheduling Order           | Filing |  | 10/10/2023-16:44 |                  |    |
| Nationstar Mortgage Llc                         | Order/Scheduling Order                                       | Order  |  | 10/10/2023-16:44 |                  |    |
| Mr. Cooper                                      | NEF(10-06-2023 12:30:41 PM) Proposed Order/Scheduling Or...  | Filing |  | 10/06/2023-13:26 |                  |    |
| Nationstar Mortgage Llc                         | Order/Order Cover Sheet \$25.00                              | Filing |  | 10/06/2023-12:30 |                  |    |
| Nationstar Mortgage Llc                         | NEF(10-04-2023 08:52:49 AM) Add Party to Case                | Filing |  | 10/04/2023-08:58 |                  |    |
| Nationstar Mortgage Llc                         | Add Party to Case                                            | Filing |  | 10/04/2023-08:52 |                  |    |
| Nationstar Mortgage Llc                         | Consent Motion/Continue Jury Trial & Certificate of Service  | Motion |  | 10/04/2023-08:52 | 10/04/2023-08:52 |    |
| Deutsche Bank Trust Company Americas as Trustee | NEF(09-29-2023 12:31:46 PM) Memo/Memo in Opposition          | Filing |  | 09/29/2023-14:16 |                  |    |
| Deutsche Bank Trust Company Americas as Trustee | Memo in Opposition to Motions to Reconsider; Crt/Svc         | Filing |  | 09/29/2023-12:31 |                  |    |
| Shook, Thomas A.                                | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| Moore, Elizabeth Shuffler                       | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| Keys, David Conor                               | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| Richardson, Jason Alexander                     | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| Gardner, Jasmine Kelly                          | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| McPherson, Thomas Richmond III                  | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| Gardner, Jasmine Kelly                          | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| Creech, Magalie A                               | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| Arnold, Mary Leigh                              | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| Richardson, Jason Alexander                     | 10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent | Action |  | 09/26/2023-16:07 |                  |    |
| Deutsche Bank Trust Company Americas as Trustee | NEF(08-16-2023 10:30:28 AM) Order/Consent Order              | Filing |  | 08/16/2023-10:30 |                  |   |
| Deutsche Bank Trust Company Americas as Trustee | Order/Consent Order to Continue Jury Trial                   | Order  |  | 08/16/2023-10:30 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(08-15-2023 11:52:36 AM) Proposed Order/Consent Order     | Filing |  | 08/15/2023-12:01 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Order/Order Cover Sheet \$25.00                              | Filing |  | 08/15/2023-11:52 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(08-11-2023 09:03:36 AM) Motion/Continuance               | Filing |  | 08/11/2023-09:13 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Consent Motion/Continue Jury Trial & Certificate of Service  | Motion |  | 08/11/2023-09:03 | 08/11/2023-09:03 |  |
| Moore, Elizabeth Shuffler                       | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| Shook, Thomas A.                                | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| Arnold, Mary Leigh                              | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| Creech, Magalie A                               | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| Keys, David Conor                               | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| McPherson, Thomas Richmond III                  | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| Richardson, Jason Alexander                     | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| Gardner, Jasmine Kelly                          | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| Gardner, Jasmine Kelly                          | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| Richardson, Jason Alexander                     | 8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 08/09/2023-12:50 |                  |  |
| Beshara, Ashley Johnson                         | NEF(08-01-2023 11:21:02 AM) Order/Protection from Court ...  | Filing |  | 08/01/2023-11:21 |                  |  |
| Beshara, Ashley Johnson                         | Order/Protection from Court Appearance                       | Order  |  | 08/01/2023-11:21 |                  |  |
| Beshara, Ashley Johnson                         | NEF(07-31-2023 11:46:02 AM) Proposed Order/Protection fr...  | Filing |  | 07/31/2023-11:55 |                  |  |
| Beshara, Ashley Johnson                         | Order/Order Cover Sheet \$25.00                              | Filing |  | 07/31/2023-11:46 |                  |  |

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|                                                       |                                                                 |        |  |                  |                  |  |
|-------------------------------------------------------|-----------------------------------------------------------------|--------|--|------------------|------------------|--|
| Beshara, Ashley Johnson                               | NEF(07-20-2023 11:06:29 PM)<br>Motion/Alter and/or Amend        | Filing |  | 07/21/2023-08:51 |                  |  |
| Beshara, Ashley Johnson                               | Motion/Reconsider Order Filed<br>7/10/23 & Supporting Memo      | Motion |  | 07/20/2023-23:06 | 11/01/2023-23:06 |  |
| Rogers, Curtis                                        | NEF(07-20-2023 01:14:31 PM)<br>Motion/Other                     | Filing |  | 07/20/2023-13:32 |                  |  |
| Rogers, Julie J                                       | NEF(07-20-2023 12:29:26 PM)<br>Petition/Reconsideration         | Filing |  | 07/20/2023-13:30 |                  |  |
| Rogers, Curtis                                        | Motion/Reconsider & Supporting<br>Memorandum                    | Motion |  | 07/20/2023-13:14 | 07/20/2023-13:14 |  |
| Rogers, Julie J                                       | Petition/Reconsideration &<br>Supporting Memorandum             | Filing |  | 07/20/2023-12:29 |                  |  |
| Deutsche Bank Trust<br>Company Americas as<br>Trustee | NEF(07-10-2023 11:49:55 AM)<br>Order/Summary Judgment           | Filing |  | 07/10/2023-11:50 |                  |  |
| Deutsche Bank Trust<br>Company Americas as<br>Trustee | Order on Motions, Dismiss Nationstar<br>Mortgage Llc            | Order  |  | 07/10/2023-11:49 |                  |  |
| Deutsche Bank Trust<br>Company Americas as<br>Trustee | NEF(06-30-2023 11:21:34 AM)<br>Notice/Notice of Appearance      | Filing |  | 06/30/2023-11:29 |                  |  |
| Deutsche Bank Trust<br>Company Americas as<br>Trustee | Notice/Notice of Appearance                                     | Filing |  | 06/30/2023-11:21 |                  |  |
| Deutsche Bank Trust<br>Company Americas as<br>Trustee | Letter in re: Proposed Order                                    | Filing |  | 06/30/2023-11:21 |                  |  |
| Nationstar Mortgage Llc                               | Notice/Notice of Appearance                                     | Filing |  | 06/30/2023-11:21 |                  |  |
| Nationstar Mortgage Llc                               | Order/Order Cover Sheet \$25.00                                 | Filing |  | 06/30/2023-11:21 |                  |  |
| Nationstar Mortgage Llc                               | NEF(03-13-2023 04:44:21 PM)<br>Order/Consent Order              | Filing |  | 03/13/2023-16:44 |                  |  |
| Nationstar Mortgage Llc                               | Order/Consent Order to Continue<br>Jury Trial Date              | Order  |  | 03/13/2023-16:44 |                  |  |
| Nationstar Mortgage Llc                               | NEF(03-10-2023 10:36:07 AM)<br>Motion/Continuance               | Filing |  | 03/10/2023-11:27 |                  |  |
| Nationstar Mortgage Llc                               | Consent Motion/Continue Jury Trial<br>& Certificate of Service  | Motion |  | 03/10/2023-10:36 | 03/10/2023-10:36 |  |
| McPherson, Thomas<br>Richmond III                     | 3/20/2023_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 03/07/2023-12:24 |                  |  |
| Gardner, Jasmine Kelly                                | 3/20/2023_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 03/07/2023-12:24 |                  |  |
| Gardner, Jasmine Kelly                                | 3/20/2023_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 03/07/2023-12:24 |                  |  |
| Creech, Magalie A                                     | 3/20/2023_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 03/07/2023-12:24 |                  |  |
| Arnold, Mary Leigh                                    | 3/20/2023_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 03/07/2023-12:24 |                  |  |
| Shook, Thomas A.                                      | 3/20/2023_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 03/07/2023-12:24 |                  |  |
| Moore, Elizabeth Shuffler                             | 3/20/2023_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 03/07/2023-12:24 |                  |  |
| Keys, David Conor                                     | 3/20/2023_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 03/07/2023-12:24 |                  |  |
| Rogers, Julie J                                       | NEF(02-10-2023 06:54:32 AM)<br>Memo/Memo in Opposition          | Filing |  | 02/10/2023-09:16 |                  |  |
| Rogers, Julie J                                       | NEF(02-09-2023 10:15:11 PM)<br>Memo/Memo in Opposition          | Filing |  | 02/10/2023-09:11 |                  |  |
| Rogers, Julie J                                       | Supplemental Response in<br>Opposition to Amended Motion        | Filing |  | 02/10/2023-06:54 |                  |  |
| Rogers, Julie J                                       | Response in Opposition to Plt's<br>Amended Motion for Judgment  | Filing |  | 02/09/2023-22:15 |                  |  |
| Nationstar Mortgage Llc                               | NEF(02-02-2023 03:02:09 PM)<br>Notice/Notice of Appearance      | Filing |  | 02/02/2023-15:10 |                  |  |
| Deutsche Bank Trust<br>Company Americas as<br>Trustee | NEF(02-02-2023 03:05:21 PM)<br>Notice/Notice of Appearance      | Filing |  | 02/02/2023-15:06 |                  |  |
| Deutsche Bank Trust<br>Company Americas as<br>Trustee | Notice/Notice of Appearance                                     | Filing |  | 02/02/2023-15:05 |                  |  |
| Nationstar Mortgage Llc                               | Notice/Notice of Appearance                                     | Filing |  | 02/02/2023-15:02 |                  |  |
| Rogers, Julie J                                       | NEF(02-01-2023 04:14:47 PM)<br>Memo/Memo in Support             | Filing |  | 02/01/2023-16:36 |                  |  |
| Nationstar Mortgage Llc                               | NEF(02-01-2023 03:50:55 PM)<br>Memo/Memo in Support             | Filing |  | 02/01/2023-16:19 |                  |  |
| Rogers, Julie J                                       | Memo in Support of Motion for<br>Summary Judgment               | Filing |  | 02/01/2023-16:14 |                  |  |
| Nationstar Mortgage Llc                               | PI & 3rd Party Dfs Motion for Partial<br>Summary Judgment       | Filing |  | 02/01/2023-15:50 |                  |  |
| Nationstar Mortgage Llc                               | PI & 3rd Party Dfs Brief in Opposition<br>to Rogers Motion      | Filing |  | 02/01/2023-15:50 |                  |  |
| McPherson, Thomas<br>Richmond III                     | 2/10/2023_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| McPherson, Thomas<br>Richmond III                     | 2/10/2023_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| McPherson, Thomas<br>Richmond III                     | 2/10/2023_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| McPherson, Thomas<br>Richmond III                     | 2/10/2023_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |

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|                                                 |                                                              |        |  |                  |                  |  |
|-------------------------------------------------|--------------------------------------------------------------|--------|--|------------------|------------------|--|
| Arnold, Mary Leigh                              | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Arnold, Mary Leigh                              | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Arnold, Mary Leigh                              | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Arnold, Mary Leigh                              | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Creech, Magalie A                               | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Creech, Magalie A                               | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Creech, Magalie A                               | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Creech, Magalie A                               | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Keys, David Conor                               | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Keys, David Conor                               | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Keys, David Conor                               | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Keys, David Conor                               | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Moore, Elizabeth Shuffler                       | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Moore, Elizabeth Shuffler                       | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Moore, Elizabeth Shuffler                       | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Moore, Elizabeth Shuffler                       | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Shook, Thomas A.                                | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Shook, Thomas A.                                | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Shook, Thomas A.                                | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Shook, Thomas A.                                | 2/10/2023_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 01/11/2023-11:13 |                  |  |
| Beshara, Ashley Johnson                         | NEF(01-03-2023 02:53:54 PM) Order/Protection from Court ...  | Filing |  | 01/03/2023-15:08 |                  |  |
| Beshara, Ashley Johnson                         | Order/Protection from Court Appearance                       | Order  |  | 01/03/2023-14:53 |                  |  |
| Nationstar Mortgage Llc                         | NEF(01-03-2023 09:41:22 AM) Order/Continuance                | Filing |  | 01/03/2023-09:57 |                  |  |
| Nationstar Mortgage Llc                         | Consent Order to Continue Jury Trial Date                    | Order  |  | 01/03/2023-09:41 |                  |  |
| Beshara, Ashley Johnson                         | NEF(12-30-2022 11:20:05 AM) Order/Order Cover Sheet \$25.... | Filing |  | 12/30/2022-13:12 |                  |  |
| Beshara, Ashley Johnson                         | Order/Order Cover Sheet \$25.00                              | Filing |  | 12/30/2022-11:20 |                  |  |
| Nationstar Mortgage Llc                         | NEF(12-23-2022 11:34:48 AM) Proposed Order/Continuance       | Filing |  | 12/28/2022-11:13 |                  |  |
| Nationstar Mortgage Llc                         | Consent Motion to Continue Jury Trial                        | Motion |  | 12/23/2022-11:34 | 01/03/2023-11:34 |  |
| McPherson, Thomas Richmond III                  | 1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 12/19/2022-15:57 |                  |  |
| Creech, Magalie A                               | 1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 12/19/2022-15:57 |                  |  |
| Arnold, Mary Leigh                              | 1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 12/19/2022-15:57 |                  |  |
| Shook, Thomas A.                                | 1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 12/19/2022-15:57 |                  |  |
| Moore, Elizabeth Shuffler                       | 1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 12/19/2022-15:57 |                  |  |
| Keys, David Conor                               | 1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 12/19/2022-15:57 |                  |  |
| Nationstar Mortgage Llc                         | NEF(10-10-2022 12:23:14 PM) Affidavit/Affidavit of           | Filing |  | 10/10/2022-13:16 |                  |  |
| Nationstar Mortgage Llc                         | Affidavit of Alan Blunt                                      | Filing |  | 10/10/2022-12:23 |                  |  |
| Nationstar Mortgage Llc                         | Amended Motion/Partial Summary Judgment & Crt/Srv            | Motion |  | 10/10/2022-12:23 | 02/10/2023-12:23 |  |
| Nationstar Mortgage Llc                         | NEF(10-07-2022 12:26:36 PM) Motion/Summary Judgment          | Filing |  | 10/07/2022-13:04 |                  |  |
| Nationstar Mortgage Llc                         | Motion/Partial Summary Judgment & Certificate of Service     | Motion |  | 10/07/2022-12:26 | 02/10/2023-12:26 |  |
| Nationstar Mortgage Llc                         | Affidavit of Alan Blunt                                      | Filing |  | 10/07/2022-12:26 |                  |  |
| Rogers, Julie J                                 | NEF(09-08-2022 03:16:16 PM) Motion/Summary Judgment          | Filing |  | 09/08/2022-15:59 |                  |  |
| Rogers, Julie J                                 | Motion/Summary Judgment                                      | Motion |  | 09/08/2022-15:16 | 02/10/2023-15:16 |  |
| Rogers, Julie J                                 | NEF(09-07-2022 05:15:34 PM) Motion/Compel                    | Filing |  | 09/08/2022-08:57 |                  |  |
| Rogers, Julie J                                 | Motion/Compel & F/Sanctions                                  | Motion |  | 09/07/2022-17:15 | 02/10/2023-17:15 |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(05-19-2022 10:31:36 AM) Notice/Other                     | Filing |  | 05/19/2022-13:04 |                  |  |

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|                                                 |                                                               |        |  |                  |                  |                                                                                       |
|-------------------------------------------------|---------------------------------------------------------------|--------|--|------------------|------------------|---------------------------------------------------------------------------------------|
| Deutsche Bank Trust Company Americas as Trustee | Notice Of Substitution Of Counsel/Service                     | Filing |  | 05/19/2022-10:31 |                  |     |
| Nationstar Mortgage Llc                         | NEF(05-02-2022 04:46:15 PM) Notice/Other                      | Filing |  | 05/03/2022-08:10 |                  |    |
| Nationstar Mortgage Llc                         | Notice Of Substitution Of Counsel/Service                     | Filing |  | 05/02/2022-16:46 |                  |    |
| Nationstar Mortgage Llc                         | NEF(04-13-2022 04:37:02 PM) Order/Scheduling Order            | Filing |  | 04/13/2022-16:37 |                  |    |
| Nationstar Mortgage Llc                         | Order/Scheduling Order                                        | Order  |  | 04/13/2022-16:37 |                  |    |
| Nationstar Mortgage Llc                         | NEF(04-04-2022 02:32:40 PM) Order/Order Cover Sheet \$25..... | Filing |  | 04/04/2022-15:09 |                  |    |
| Nationstar Mortgage Llc                         | Order/Order Cover Sheet \$25.00                               | Filing |  | 04/04/2022-14:32 |                  |    |
| Nationstar Mortgage Llc                         | Decline to Sign:Order/Scheduling Order                        | Filing |  | 03/31/2022-15:12 |                  |    |
| Nationstar Mortgage Llc                         | NEF(03-31-2022 09:19:43 AM) Proposed Order/Scheduling Or...   | Filing |  | 03/31/2022-09:59 |                  |    |
| Nationstar Mortgage Llc                         | Order/Order Cover Sheet \$25.00                               | Filing |  | 03/31/2022-09:19 |                  |    |
| Cutler, Amanda Kay                              | 4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 03/29/2022-14:35 |                  |    |
| McPherson, Thomas Richmond III                  | 4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 03/29/2022-14:35 |                  |    |
| Arnold, Mary Leigh                              | 4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 03/29/2022-14:35 |                  |    |
| Creech, Magalie A                               | 4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 03/29/2022-14:35 |                  |    |
| Keys, David Conor                               | 4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 03/29/2022-14:35 |                  |    |
| Moore, Elizabeth Shuffler                       | 4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 03/29/2022-14:35 |                  |    |
| Shook, Thomas A.                                | 4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent   | Action |  | 03/29/2022-14:35 |                  |    |
| Nationstar Mortgage Llc                         | NEF(03-16-2022 09:21:04 AM) Notice/Other                      | Filing |  | 03/16/2022-09:54 |                  |    |
| Nationstar Mortgage Llc                         | Notice Of Deposition Of Borrower Julie Rogers/Srv             | Filing |  | 03/16/2022-09:21 |                  |    |
| Nationstar Mortgage Llc                         | Notice Of Deposition Of Borrower Curtis Rogers/Srv            | Filing |  | 03/16/2022-09:21 |                  |    |
| Nationstar Mortgage Llc                         | Notice Of Deposition Of 3rd Party Pl Ashley Beshera/Srv       | Filing |  | 03/16/2022-09:21 |                  |    |
| Nationstar Mortgage Llc                         | NEF(01-07-2022 01:17:00 PM) Notice/Other                      | Filing |  | 01/07/2022-14:51 |                  |   |
| Nationstar Mortgage Llc                         | Notice of Substitution Of Counsel & Certificate of Serve      | Filing |  | 01/07/2022-13:17 |                  |  |
| Nationstar Mortgage Llc                         | Withdrawal of 3rd Prty Defnt's Motion to Compel Responses to  | Motion |  | 01/07/2022-13:17 | 01/07/2022-13:17 |  |
| Nationstar Mortgage Llc                         | Notice of Appearance Atty McPherson                           | Filing |  | 01/07/2022-13:17 |                  |  |
| Cutler, Amanda Kay                              | 1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio  | Action |  | 12/22/2021-09:37 |                  |  |
| Creech, Magalie A                               | 1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio  | Action |  | 12/22/2021-09:37 |                  |  |
| Arnold, Mary Leigh                              | 1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio  | Action |  | 12/22/2021-09:37 |                  |  |
| Shook, Thomas A.                                | 1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio  | Action |  | 12/22/2021-09:37 |                  |  |
| Moore, Elizabeth Shuffler                       | 1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio  | Action |  | 12/22/2021-09:37 |                  |  |
| Keys, David Conor                               | 1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio  | Action |  | 12/22/2021-09:37 |                  |  |
| Nationstar Mortgage Llc                         | NEF(08-23-2021 04:44:13 PM) Motion/Compel                     | Filing |  | 08/23/2021-16:49 |                  |  |
| Nationstar Mortgage Llc                         | Motion/Compel Responses Interrogatories Fr/3rd Party Plntff   | Motion |  | 08/23/2021-16:44 | 12/29/2021-16:44 |  |
| Beshara, Ashley Johnson                         | NEF(07-29-2021 10:08:34 AM) Order/Electronic Form 4           | Filing |  | 07/29/2021-10:09 |                  |  |
| Beshara, Ashley Johnson                         | Order/Motion to Dismiss is Denied                             | Order  |  | 07/29/2021-10:08 |                  |  |
| Nationstar Mortgage Llc                         | NEF(06-21-2021 02:20:04 PM) Notice/Other                      | Filing |  | 06/21/2021-14:32 |                  |  |
| Nationstar Mortgage Llc                         | Notice of Substitution of Counsel                             | Filing |  | 06/21/2021-14:20 |                  |  |
| Nationstar Mortgage Llc                         | NEF(06-21-2021 11:43:54 AM) Notice/Notice of Appearance       | Filing |  | 06/21/2021-11:44 |                  |  |
| Nationstar Mortgage Llc                         | Notice/Notice of Appearance                                   | Filing |  | 06/21/2021-11:43 |                  |  |
| Arnold, Mary Leigh                              | 4/19/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 03/19/2021-15:06 |                  |  |
| Creech, Magalie A                               | 4/19/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 03/19/2021-15:06 |                  |  |
| Calub, Brian A.                                 | 4/19/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 03/19/2021-15:06 |                  |  |
| Shook, Thomas A.                                | 4/19/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 03/19/2021-15:06 |                  |  |
| Keys, David Conor                               | 4/19/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 03/19/2021-15:06 |                  |  |
| Moore, Elizabeth Shuffler                       | 4/19/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 03/19/2021-15:06 |                  |  |

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|                                                 |                                                              |        |  |                  |                  |  |
|-------------------------------------------------|--------------------------------------------------------------|--------|--|------------------|------------------|--|
| Deutsche Bank Trust Company Americas as Trustee | NEF(01-25-2021 02:35:45 PM) Reply/Reply to Counterclaim      | Filing |  | 01/25/2021-14:52 |                  |  |
| Nationstar Mortgage Llc                         | NEF(01-25-2021 02:37:12 PM) Answer/Answer to Crossclaim      | Filing |  | 01/25/2021-14:51 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(01-25-2021 02:41:03 PM) Reply/Reply to Counterclaim      | Filing |  | 01/25/2021-14:50 |                  |  |
| Nationstar Mortgage Llc                         | NEF(01-25-2021 02:42:10 PM) Answer/Third Party Answer        | Filing |  | 01/25/2021-14:49 |                  |  |
| Nationstar Mortgage Llc                         | 3ed Partys Answer to 3ed Party Pltffs Complaint & Service    | Filing |  | 01/25/2021-14:42 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Plaintiffs Reply to Beshara's Counterclaims & Service        | Filing |  | 01/25/2021-14:41 |                  |  |
| Nationstar Mortgage Llc                         | Nationstar's Answer to Intervener's Cross-Claims & Service   | Filing |  | 01/25/2021-14:37 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Plaintiffs Reply to Intervener's Counterclaim & Service      | Filing |  | 01/25/2021-14:35 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(01-08-2021 03:09:22 PM) Order/Electronic Form 4          | Filing |  | 01/08/2021-15:09 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Order/Motion to Dismiss Denied                               | Order  |  | 01/08/2021-15:09 |                  |  |
| Moore, Elizabeth Shuffler                       | 1/4/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 12/07/2020-11:34 |                  |  |
| Keys, David Conor                               | 1/4/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 12/07/2020-11:34 |                  |  |
| Shook, Thomas A.                                | 1/4/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 12/07/2020-11:34 |                  |  |
| Creech, Magalie A                               | 1/4/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 12/07/2020-11:34 |                  |  |
| Arnold, Mary Leigh                              | 1/4/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 12/07/2020-11:34 |                  |  |
| Calub, Brian A.                                 | 1/4/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 12/07/2020-11:34 |                  |  |
| Nationstar Mortgage Llc                         | NEF(10-21-2020 04:36:45 PM) Memo/Memo in Support             | Filing |  | 10/22/2020-09:29 |                  |  |
| Rogers, Julie J                                 | NEF(10-21-2020 07:22:01 PM) Memo/Memo in Opposition          | Filing |  | 10/22/2020-08:45 |                  |  |
| Beshara, Ashley Johnson                         | NEF(10-21-2020 09:19:49 PM) Memo/Memo in Opposition          | Filing |  | 10/22/2020-08:43 |                  |  |
| Beshara, Ashley Johnson                         | Beshara's Memo in Opp of Motion to Dismiss                   | Filing |  | 10/21/2020-21:19 |                  |  |
| Rogers, Julie J                                 | Julie & Curtis's Memo in Opp of Motion to Dismiss Ctr/Claim  | Filing |  | 10/21/2020-19:22 |                  |  |
| Nationstar Mortgage Llc                         | Pltff & 3/ptyDefnts Memo in Supp of Motion/Dismiss & Srv     | Filing |  | 10/21/2020-16:36 |                  |  |
| Arnold, Mary Leigh                              | 10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 09/28/2020-13:30 |                  |  |
| Creech, Magalie A                               | 10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 09/28/2020-13:30 |                  |  |
| Calub, Brian A.                                 | 10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 09/28/2020-13:30 |                  |  |
| Shook, Thomas A.                                | 10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 09/28/2020-13:30 |                  |  |
| Keys, David Conor                               | 10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 09/28/2020-13:30 |                  |  |
| Moore, Elizabeth Shuffler                       | 10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 09/28/2020-13:30 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(09-09-2020 04:00:16 PM) Motion/Dismiss                   | Filing |  | 09/09/2020-16:30 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(09-09-2020 03:55:27 PM) Motion/Dismiss                   | Filing |  | 09/09/2020-16:29 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Motion/Dismiss                                               | Motion |  | 09/09/2020-16:00 | 05/24/2021-16:00 |  |
| Deutsche Bank Trust Company Americas as Trustee | Motion/Dismiss                                               | Motion |  | 09/09/2020-15:55 | 01/08/2021-15:55 |  |
| Rogers, Julie J                                 | NEF(08-13-2020 02:28:51 PM) Answer/Answer & Counterclaim     | Filing |  | 08/13/2020-15:52 |                  |  |
| Rogers, Julie J                                 | Answer to Complaint & Cr/claim,C/Claim, Jury Trial Demanded  | Filing |  | 08/13/2020-14:28 |                  |  |
| Nationstar Mortgage Llc                         | NEF(07-29-2020 08:00:56 AM) Notice/Notice of Appearance      | Filing |  | 07/29/2020-08:01 |                  |  |
| Nationstar Mortgage Llc                         | Notice/Notice of Appearance                                  | Filing |  | 07/29/2020-08:00 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(07-28-2020 10:29:08 AM) Order/Electronic Form 4          | Filing |  | 07/28/2020-10:29 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Order/Defendant's Motion to Intervene is Granted             | Order  |  | 07/28/2020-10:29 |                  |  |
| Rogers, Julie J                                 | NEF(07-17-2020 03:14:32 PM) Reply/Other                      | Filing |  | 07/17/2020-15:30 |                  |  |

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|                                                 |                                                              |        |  |                  |                  |  |
|-------------------------------------------------|--------------------------------------------------------------|--------|--|------------------|------------------|--|
| Rogers, Julie J                                 | Julie/Curtis Rogers Further Supp of Motion to Intervene      | Filing |  | 07/17/2020-15:14 |                  |  |
| Beshara, Ashley Johnson                         | NEF(07-15-2020 01:38:35 PM) Amended/Amended Summons And ...  | Filing |  | 07/15/2020-14:42 |                  |  |
| Beshara, Ashley Johnson                         | 3rd Party Summons, Jury Trial Demanded                       | Filing |  | 07/15/2020-13:38 |                  |  |
| Beshara, Ashley Johnson                         | Amended Answer, Counterclaim, 3rd Party Cmpl, Jury Trial De  | Filing |  | 07/15/2020-13:38 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(07-09-2020 01:55:40 PM) Response                         | Filing |  | 07/09/2020-14:38 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Plaintiffs Return to Motion to Intervene                     | Filing |  | 07/09/2020-13:55 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Plaintiffs Return to Defendants Motion to Reconsider         | Filing |  | 07/09/2020-13:55 |                  |  |
| Beshara, Ashley Johnson                         | NEF(07-08-2020 10:13:07 PM) Answer/Answer & Counterclaim     | Filing |  | 07/09/2020-09:11 |                  |  |
| Beshara, Ashley Johnson                         | Ashley Johnson Beshara's Answer & Counterclaim/JTD           | Filing |  | 07/08/2020-22:13 |                  |  |
| Beshara, Ashley Johnson                         | NEF(07-03-2020 10:51:58 AM) Motion/Reconsider                | Filing |  | 07/06/2020-09:05 |                  |  |
| Beshara, Ashley Johnson                         | Motion/Reconsider the order denying defnt Motion/Dismiss     | Motion |  | 07/03/2020-10:51 | 07/03/2020-10:51 |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(06-23-2020 03:17:05 PM) Order/Electronic Form 4          | Filing |  | 06/23/2020-15:17 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Order/Defnts Motion to Dismiss is Denied                     | Order  |  | 06/23/2020-15:17 |                  |  |
| Moore, Elizabeth Shuffler                       | 7/20/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/23/2020-10:53 |                  |  |
| Keys, David Conor                               | 7/20/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/23/2020-10:53 |                  |  |
| Shook, Thomas A.                                | 7/20/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/23/2020-10:53 |                  |  |
| Creech, Magalie A                               | 7/20/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/23/2020-10:53 |                  |  |
| Arnold, Mary Leigh                              | 7/20/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/23/2020-10:53 |                  |  |
| Beshara, Ashley Johnson                         | NEF(06-12-2020 03:47:07 PM) Reply/Other                      | Filing |  | 06/12/2020-16:29 |                  |  |
| Beshara, Ashley Johnson                         | Reply to Return to the Motion to Dismiss                     | Filing |  | 06/12/2020-15:47 |                  |  |
| Rogers, Curtis                                  | NEF(06-12-2020 09:37:08 AM) Motion/Intervene                 | Filing |  | 06/12/2020-09:50 |                  |  |
| Rogers, Curtis                                  | Motion/Intervene                                             | Motion |  | 06/12/2020-09:37 | 07/24/2020-09:37 |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(06-08-2020 10:54:54 AM) Certificate/Certificate of C...  | Filing |  | 06/08/2020-11:23 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Certificate/Certificate of Compliance with Admin Order       | Filing |  | 06/08/2020-10:54 |                  |  |
| Shook, Thomas A.                                | 6/1/2020_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 05/27/2020-10:25 |                  |  |
| Keys, David Conor                               | 6/1/2020_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 05/27/2020-10:25 |                  |  |
| Moore, Elizabeth Shuffler                       | 6/1/2020_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 05/27/2020-10:25 |                  |  |
| Creech, Magalie A                               | 6/1/2020_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 05/27/2020-10:25 |                  |  |
| Keys, David Conor                               | 6/1/2020_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 05/26/2020-08:53 |                  |  |
| Creech, Magalie A                               | 6/1/2020_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 05/26/2020-08:53 |                  |  |
| Shook, Thomas A.                                | 6/1/2020_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 05/26/2020-08:53 |                  |  |
| Moore, Elizabeth Shuffler                       | 6/1/2020_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 05/26/2020-08:53 |                  |  |
| Beshara, Ashley Johnson                         | NEF(01-24-2020 03:42:32 PM) Certificate/Certificate of N...  | Filing |  | 01/24/2020-16:21 |                  |  |
| Beshara, Ashley Johnson                         | Crtn Dfnts Objection to Certificate of Non Compliance        | Filing |  | 01/24/2020-15:42 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(01-21-2020 11:13:28 AM) Notice/Notice of Appearance      | Filing |  | 01/21/2020-13:27 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Notice of Appearance of Atty Magalie Creech                  | Filing |  | 01/21/2020-11:13 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Certification of Non Compliance With Admin Order             | Filing |  | 01/21/2020-11:13 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Plaintiff's Return to Motion to Dismiss                      | Filing |  | 01/21/2020-11:13 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | NEF(11-08-2019 01:29:50 PM) Notice/Notice of Appearance      | Filing |  | 11/08/2019-13:30 |                  |  |
| Deutsche Bank Trust Company Americas as Trustee | Notice/Notice of Appearance                                  | Filing |  | 11/08/2019-13:29 |                  |  |

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## Financials

| Payments     |                |            |                       |                |
|--------------|----------------|------------|-----------------------|----------------|
| Payment Date | Receipt Number | Entered By | Transaction Type Code | Payment Amount |
| 10/06/2023   | 671805         | COCMRR     | PY                    | \$25.00        |
| 10/04/2023   | 671637         | COCMRR     | PY                    | \$25.00        |
| 08/15/2023   | 669253         | COCMRR     | PY                    | \$25.00        |
| 08/11/2023   | 669107         | COCMRR     | PY                    | \$25.00        |
| 07/31/2023   | 668513         | COCWLL     | WV                    | \$25.00        |
| 07/21/2023   | 668126         | COCMRR     | PY                    | \$25.00        |
| 07/20/2023   | 668084         | COCMRR     | PY                    | \$25.00        |
| 06/30/2023   | 667197         | COCMRR     | PY                    | \$25.00        |
| 03/10/2023   | 661863         | COCMRR     | PY                    | \$25.00        |
| 12/30/2022   | 658587         | COCALB     | WV                    | \$25.00        |
| 12/28/2022   | 658482         | COCWLL     | PY                    | \$25.00        |
| 10/10/2022   | 655322         | COCMRR     | WV                    | \$25.00        |
| 10/07/2022   | 655274         | COCMRR     | PY                    | \$25.00        |
| 09/08/2022   | 653961         | COCMRR     | PY                    | \$25.00        |
| 09/08/2022   | 654009         | COCMRR     | PY                    | \$25.00        |

|            |        |        |    |          |
|------------|--------|--------|----|----------|
| 04/04/2022 | 647279 | COCMRR | PY | \$25.00  |
| 03/31/2022 | 647134 | COCALB | PY | \$25.00  |
| 01/07/2022 | 643035 | COCBJL | WV | \$25.00  |
| 08/23/2021 | 637676 | COCMRR | PY | \$25.00  |
| 09/09/2020 | 623510 | COCOTS | PY | \$25.00  |
| 09/09/2020 | 623511 | COCOTS | PY | \$25.00  |
| 07/06/2020 | 620687 | COCOTS | PY | \$25.00  |
| 06/12/2020 | 619798 | COCOTS | PY | \$25.00  |
| 10/18/2019 | 609306 | COCAXB | PY | \$25.00  |
| 10/14/2019 | 609077 | COCCAT | PY | \$25.00  |
| 08/27/2019 | 607260 | COCMRR | PY | \$150.00 |

RECEIVED

Mar 17 2025

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Case No. 2019-CP-10-4503  
Appellate Case No. 2023-001844

Deutsche Bank Trust Company Americas, as Trustee for Residential Accredited  
Loans Inc., Pass-Through Certificates 2007 QH2.....Respondent,

v.

Ashley Johnson Beshara as Trustee of the Revocable Trust Agreement for 2235  
Shoreline Drive originally dated the 3rd day of March 2010; Shoreline Farms  
Community Association, Inc.; Wells Fargo Bank, N.A.; Cadle Rock Joint Venture,  
L. P. an Ohio Limited Partnership, Curtis Rogers and Julie Rogers, Defendants,

Of whom Curtis Rogers, Julie Rogers and Ashley Johnson Beshara as Trustee of the  
Revocable Trust Agreement for 2235 Shoreline Drive originally dated 34d day of  
March 2010 are the .....Appellants,

AND

Ashley Johnson Beshara as Trustee of the Revocable Trust Agreement for 2235  
Shoreline Drive originally dated the 3rd day of March 2010, Third-Party Plaintiff,

v.

Nationstar Mortgage, LLC,.....Respondent.

**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that the Record on Appeal contains all materials proposed  
to be included by the parties in their designations of matter to be included and not any other  
material.

February 19, 2025,

THE LAW OFFICE OF  
DAVID CONOR KEYS, LLC  
s/ D. Conor Keys  
D. Conor Keys 100148  
P.O. Box 14225  
Charleston, SC 29422  
Phone: 843-906-3998  
conor@dconorkeyslaw.com  
*Attorney for Appellant*  
*Ashley Johnson Beshara as Trustee*