

RECEIVED

Apr 28 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 theAppellants,

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.

**APPELLANT’S MOTION FOR LEAVE
TO FILE APPELLANT’S
FINAL BRIEFS
OUT OF TIME**

Appellant Ashley Johnson Beshara as Trustee (“Appellant”) by and through her undersigned counsel, hereby moves before this Court for an order permitting Appellant to file and serve Appellant’s Final Brief and Final Reply Briefs out of time. Appellants moves pursuant to Rules 211, 240, 260 and 263 SCACR. The grounds for the motion are as follows:

“The time prescribed by [the Appellate Court Rules] for performing any act except the time for serving the notice of appeal under Rules 203 and 243 may be extended or shortened by the appellate court, or by any judge or justice thereof.” Rule 263, SCACR. “Within thirty (20) days after service of the Record on Appeal, each party shall serve a copy of the party’s final brief(s) on every other party to the appeal, and file the final brief(s) with the clerk of the appellate court.” Rule 211, SCACR. “Whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk shall issue an order of dismissal, which shall have the same force and effect as an order of the appellate court. A case shall not be reinstated except by leave of the court, upon good cause shown...” Rule 260, SCACR. “When by these rules or by notice given thereunder or by order of court an act is required or allowed to be done at or within a specified time, the time may be extended by...the court for cause shown may at any time in its discretion (1) with or without written motion or notice order the period enlarged if request therefor is made before the expiration of the period as originally prescribed or extended or (2) upon motion made after the expiration of the specified period, for good cause shown, permit the act to be done.” Rule 6(b), SCRCPP. “This [Rule] authorizes the court to permit an act to be done after the expiration of time upon a showing of good cause. This is the standard applied by courts in practice and is found in Rule 55(c) for relief from entry of default.” Note to 1986 Amendment of Rule 6(b) SCRCPP.

“Rule 55(c) permits a party to move to set aside the entry of default. The standard for granting relief from an entry of default under Rule 55(c) is mere "good cause." Rule 55(c), SCRCPP. This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial

court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted. The trial court need not make specific findings of fact for each factor if there is sufficient evidentiary support on the record for the finding of the lack of good cause. A motion under Rule 55(c) is addressed to the sound discretion of the trial court. *Sundown Operating Company, Inc. v. Intedge Industries, Inc.*, 383 S.C. 601, 607-608, 681 S.E.2d 885 (2009) (Citations Omitted).

In this case the record on appeal was served on February 20, 2025, and filed on March 17, 2025. However, Appellant's final briefs were not filed and served until April 16, 2025.

Appellant would respectfully assert the delay caused to opposing parties by counsel's untimely serving and filing of Appellant's final briefs will not prejudice opposing parties in this matter. Appellant affirmatively believes she has a likelihood to prevail upon the merits of her appeal as set forth in detail in her initial briefs.

Therefore, the undersigned counsel for Appellant, for the reasons stated herein above and good cause shown respectfully requests this Court grant Appellant's motion to file and serve Appellant's final brief and final reply briefs out of time, rather than dismissing Appellant's appeal.

RESPECTFULLY SUBMITTED,

April 28, 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

RECEIVED

Apr 28 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
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 3rd day of March 2010 are.....Appellants,

AND

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

v.

Nationstar Mortgage, LLC, Curtis Rogers, and Julie Rogers.....Third-Party Defendant.

CERTIFICATE OF SERVICE

I certify that on this 28th day of April 2025, I have served Appellant’s Motion to File Out
of Time upon all other counsel of record at the email address listed for said counsel on AIS as
follows:

MARY LEIGH ARNOLD, PA
Mary Leigh Arnold (419)
749 Johnnie Dodds Blvd., Suite B
Mt. Pleasant, SC 29464
Phone: 843-971-6053
Sammie@maryarnoldlaw.com
Attorney for Curtis and Julie Rogers

MCGUIRE WOODS, LLP
Jasmine K. Gardner (102168)
201 North Tryon St., Suite 3000
Charlotte, NC 28202-2146
Phone: 704-343-2038
rmcpherson@mcguirewoods.com
jgardner@mcguirewoods.com
*Attorneys for Deutsche Bank Trust Company
Americas, as Trustee for Residential Accredit
Loans, Inc., Pass-Through Certificates 2007-QH2
and Nationstar Mortgage LLC*

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 Ashley Johnson Beshara