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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Ben N. Miller, III, Special Referee

Appellate Case No. 2024-001062
Case No. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept. 1, 2002 .....Respondent,

v.

Janet L. Nelums a/k/a Janet Nelums, Christopher Nelums, Imperial Warehouse Finance, Inc., and Best Distributing Company., ... Defendants,

of which Janet L. Nelums and Christopher Nelums are the ..... Appellants.

Respondent's Proposed Supplemental Record on Appeal

Janet L. Nelums Chrisopher Nelums 813 N. Highland Forest Dr. Columbia, SC 29203-1929 (803)730-6003 nelums@gmail.com chrisnelums@yahoo.com *Pro Se* Appellants	Matthew A. Abee, SC Bar No. 101100 Email: matt.abee@nelsonmullins.com Nelson Mullins Riley & Scarborough LLP 1320 Main Street / 17th Floor Post Office Box 11070 (29211-1070) Columbia, SC 29201 (803) 799-2000 Attorneys for Respondent Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates,

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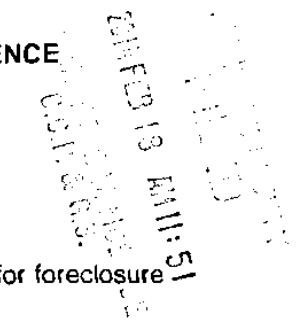
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Certificate of Counsel

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002 Plaintiff(s) vs. Christopher Nelums, et al. Defendant(s).	IN THE COURT OF COMMON PLEAS CASE NO.: 2013CP4003334 **ORDER OF REFERENCE**



It appearing that pursuant to Rule 53(b) SCRCP, that the herein action is for foreclosure of the Plaintiff's mortgage and is an appropriate action to be referred to the Honorable Joseph M. Strickland, as the Master in Equity for RICHLAND County with authority to enter a final judgment in the case;

NOW, upon motion of the attorneys for the Plaintiff,

IT IS ORDERED that this case is referred to the Honorable Joseph M. Strickland, as the Master in Equity for RICHLAND County, who, pursuant to Rule 53(b) SCRCP, shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment in this action under Rule 53(b) SCRCP; hearing any issues, including motions, after sale or judgment; issuing any and all Orders and Supplemental Orders, Writs of Assistance, Rules to Show Cause and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-360, *et seq.* of the South Carolina Code. Pursuant to Rule 53(b) SCRCP, any appeal from the final judgment entered by the Master in Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Any judicial sale of the property subject of this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

_____, South Carolina
2-10, 2014

Presiding Judge
RICHLAND County Clerk of Court

WE SO MOVE:

RCO Legal, P.S.

Susan B. Shaw, Esq. SC Bar No.: 6862
Summer J. Hughes, Esq. SC Bar No.:80070
1587 Northeast Expressway
Atlanta, Georgia 30329
(770) 234-9181
ATTORNEYS FOR THE PLAINTIFF

Department of Defense Manpower Data Center

Results as of : Jan-16-2014 11:29:07

SCRA 3.0

Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: NELUMS
First Name: JANET
Middle Name: L
Active Duty Status As Of: Jan-16-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received any notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: http://www.defenselink.mil/faq/pis/PC09SLDR.html. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: C6T2D2AEN0F1X40

Department of Defense Manpower Data Center

Results as of Jan-16-2014 11:29:40

SCRA 3.0

Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: NELUMS

First Name: CHRISTOPHER

Middle Name:

Active Duty Status As Of: Jan-16-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received duty notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

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Certificate ID: S6B2W25ED0F13E0

Department of Defense Manpower Data Center

Results as of Jan-16-2014 11:30:02

SCRA 3.0

Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: RILEY

First Name: ALFRED

Middle Name:

Active Duty Status As Of: Jan-16-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his unit has received early notification to report for active duty			

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Certificate ID: R6J5I2DE10F1E60

Department of Defense Manpower Data Center

Results as of Jan-16-2014 11:30:26

SCRA 3.0

Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: RILEY

First Name: ELIZABETH

Middle Name:

Active Duty Status As Of: Jan-16-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
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Order Notification Start Date	Order Notification End Date	Status	Service Component
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WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 66R5R2FEB0F1KD0

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

Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Banked Thust Series SPMD 2002-B, Home EquityMortgage Loan Asset-Backed Certificates, Series SPMD 2002-D Under the Pooling and Servicing agreement dated Sept 1, 2002

Plaintiff / Petitioner / Judgment Creditor

vs. Garnishment/Civil Action Number: 2013CP4003334

Christopher Nelums, Janet L. Nelums, AlfredRiley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc.

Defendant / Respondent / Judgment Debtor

AFFIDAVIT OF SERVICE

The undersigned, being first duly sworn, on oath deposes and say: That s(he) is now and at all times herein mentioned, a citizen of the United States and over the age of 18, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein. Agent(s) for Stone Legal Services, LLC are Permanently Appointed Process Server(s) for Fulton County-State & Superior Court, Cobb County-State & Superior Court, Gwinnett County-State Court, Clayton County-State & Superior Court & Paulding County Superior Court.

RICHLAND COUNTY
FILED
2013 JUL 22 AM 11:21
M. MCBRIDE

Served:

- Lis Pendens
- Summons
- Complaint
- Fair Credit Debt Notice
- Notice of Foreclosure Intervention on the following Defendants

This affiant served the above described documents on,

Date: 07/11/2013
Time: 2:30 pm
Address: 6030 Riverdale Rd., #9201, Atlanta, GA 30349

__X__ **Personal**
I have this day served Elizabeth Riley, with a copy of the within action and summons.

____ **Notorious**

I have this day served, _____, by leaving a copy of the action and summons at his/hers most notorious place of abode in this County.

Delivered same into the hands of _____, described as follows

____ **Corporation**

Served _____, a corporation by leaving a copy of the within action and summons with _____, in charge of the office and place of doing business of said Corporation in this County.

Description of person served: black female, 5'1" tall, black hair, 150 lbs., 50 years old

No information was provided that indicated that the subject(s) served are members of the U. S. Military.

____ **Non Service**

_____

Affiant states s(he) diligently searched the area described as

_____

For defendant and was unable to find defendant for process service at this time. The following attempts and resources used for this search are described below.

_____

_____

This 16th day of July, 2013

_____

Rodney D. Stone (Agent For)
Stone Legal Services, LLC
P.O. Box 668
Monroe, GA 30656

ALLYSSA WELCH NOTARY PUBLIC MY COMMISSION EXPIRES APR. 02, 2016 FULTON COUNTY

Sworn to and subscribed before me this 16th day of July, 2013

_____

Notary Public

My Commission Expires:
April 2 2016

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

Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Banked Thust Series SPMD 2002-B, Home EquityMortgage Loan Asset-Backed Certificates, Series SPMD 2002-D Under the Pooling and Servicing agreement dated Sept 1, 2002

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The undersigned, being first duly sworn, on oath deposes and say: That s(he) is now and at all times herein mentioned, a citizen of the United States and over the age of 18, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein. Agent(s) for Stone Legal Services, LLC are Permanently Appointed Process Server(s) for Fulton County-State & Superior Court, Cobb County-State & Superior Court, Gwinnett County-State Court, Clayton County-State & Superior Court & Paulding County Superior Court.

RICHLAND COUNTY
FILED
2013 JUL 23 AM 11:21
JEANETTE W. McBRIDE

Served:

- Lis Pendens
- Summons
- Complaint
- Fair Credit Debt Notice
- Notice of Foreclosure Intervention on the following Defendants

This affiant served the above described documents on,

Date: 07/11/2013
Time: 2:30 pm
Address: 6030 Riverdale Rd., #9201, Atlanta, GA 30349

____ **Personal**
I have this day served _____, with a copy of the within action and summons.

__X__ **Notorious**

I have this day served, Alfred Riley, by leaving a copy of the action and summons at his/hers most notorious place of abode in this County.

Delivered same into the hands of Alfred's wife Elizabeth Riley, described as follows

____ **Corporation**

Served _____, a corporation by leaving a copy of the within action and summons with _____, in charge of the office and place of doing business of said Corporation in this County.

Description of person served: black female, 5'1" tall, black hair, 150 lbs., 50 years old

No information was provided that indicated that the subject(s) served are members of the U. S. Military.

____ **Non Service**

_____

Affiant states s(he) diligently searched the area described as

_____

For defendant and was unable to find defendant for process service at this time. The following attempts and resources used for this search are described below.

_____

_____

This 16th day of July, 2013

_____

Rodney D. Stone (Agent For)
Stone Legal Services, LLC
P.O. Box 668
Monroe, GA 30656

ALLYSSA WELCH NOTARY PUBLIC MY COMMISSION EXPIRES APR. 02, 2016 FULTON COUNTY

Sworn to and subscribed before me this 16th day of July, 2013

_____

Notary Public

My Commission Expires:
April 2, 2016

STATE OF SOUTH CAROLINA

RICHLAND COUNTY

DEUTSCHE BANK NATIONAL TRUST COMPANY, a/t/o, the Home Equity Mortgage Loan Asset-Backed Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002,
Plaintiff(s),

vs.

CHRISTOPHER NELUMS, et al,
Defendant(s),

COURT OF COMMON PLEAS

Case No: 2013-CP-40-03334

2013 JUN 27 AM 11:30

AFFIDAVIT OF SERVICE

I, John W. Crisp, state that I am a citizen of the United States, I am over the age of eighteen (18) and I am not an interested party in the above captioned case.

I also state on June 10, 2013 at 2:30 pm, I served **Coastal Concrete Southeast, LLC** at the service address McCorkle & Johnson, LLP, 319 Tattnall St., Savannah, Georgia 31401 with *Summons & Notice; Complaint; Lis Pendens; Certificate of Exemption from Arbitration and Mediation; Notice of Foreclosure Intervention; Civil Action Coversheet; Notice of Foreclosure Intervention; Request for Foreclosure Intervention* in the above captioned case, by presenting and delivering (1) true copy of each to David H. Johnson, attorney for defendant entity.

I certify under penalty of perjury that the foregoing is true and correct.

Executed this 12 day of JUNE, 2013.

Subscribed and sworn to me this
12th day of June, 2013.

NOTARY PUBLIC

BENNETT CRISP
NOTARY PUBLIC
CHATHAM COUNTY, GA
My Comm. Exp.
Nov. 19, 2015

SIGNATURE OF SERVER
John W. Crisp
MERCURY PROCESSING, LLC
1587 Northeast Expsy
Atlanta, GA 30329
404-982-3188

Client: Mercury Processing, LLC
Client Ref: Coastal Concrete

Order No: 13-000224-01

Affidavit/Proof of Service

IN THE COURT OF COMMON PLEAS
STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated Sept1, 2002 Plaintiff(s)

vs

Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc.

Defendant(s)

Case No.: 2013-CP-40-03334

JEANETTE W. WALKER, C.C.P. & G.S.
2013 JUN 12 AM 10:
RICHLAND
FILED

Person to be Served:
Highland Forest Community Club
Headquarters – Registered Agent
308 S. Highland Forest Drive
Columbia, SC 29203

Papers Served:
Civil Action Coversheet, Certificate of Exemption from Arbitration and Mediation, Lis Pendens, Summons and Notice, Complaint and Notice of the Fair Debt Collection Practices Act and Notice of Foreclosure Intervention Request for Foreclosure Intervention

Service Data:
Served Successfully ☒ Not Served ☐ Attempts: 6

Date : 06/11/2013 Time: 6:58PM

☐ Delivered a copy to **him** personally

Name of Person Served and relationship/title

☐ Left a copy with a competent household member of 18 years of age residing therein (indicate name & relationship at right)

☒ Left copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)

Luther Mae Young Owner of Headquarters Registered Agent of Highland Forest Community Club – Served at 1821 Pennifield Drive Columbia, SC 29223

Description of Person Accepting Service:
Sex: Female Age: 60 Height: 5'6" Weight: 155lbs
Skin Color: Black Hair Color: Black Glasses: No

Server Data:

I, Donnie Elgin, was *at the time of service a competent adult not having having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.*

SUBSCRIBED AND SWORN to before
11th Day of June, 2013

SIGNATURE OF NOTARY PUBLIC
NOTARY PUBLIC for the State of South Carolina
My Commission Expires: November 23rd, 2015

RCO LEGAL, P.S.
1587 Northeast Expressway
Atlanta, GA 30329

Phone: 770.234.9181
Fax: 770.234.9192
www.rcolegal.com

January 31st, 2014

The Honorable Jeanette W. McBride
Richland County Clerk of Court
1701 Main Street, Room 205
Columbia, South Carolina 29201

RE:	OUR FILE NUMBER:	1652112
	BORROWER(S):	Christopher Nelums and Janet L. Nelums
	PROPERTY ADDRESS:	813 N Highland Forest Drive Columbia, SC 29203
	CIVIL ACTION NUMBER:	2013CP4003334

Dear Sir or Madam:

I am enclosing the following documents for filing:

1. Affidavit of Default;
2. Affidavit of Non-Military Service;
3. Order of Reference (with subscribed Motion);
4. Motion Cover Sheet;
5. Check in the sum of $25.00 payable to the Clerk of Court for motion filing fees; and
6. Check in the sum of $125.00 payable to the Master in Equity for the Master's fee

Please sign the Order of Reference and return a clocked, conformed copy of each document, enclosed, to us in the enclosed self-addressed, postage prepaid envelope.

If you need further information, please do not hesitate to contact me at (770) 234-9181.

Thank you for your assistance in this matter.

With kind regards, I am

Yours very truly,

Demetria J. Hasty, Paralegal

Enclosures

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002 Plaintiff(s) vs. Christopher Nelums, et al. Defendant(s).	IN THE COURT OF COMMON PLEAS CASE NO.: 2013CP4003334 **MOTION AND ORDER INFORMATION FORM AND COVER SHEET**

Plaintiff's Attorney: Summer J. Hughes, Esq., SC Bar No.: 80070 Susan B. Shaw, Esq., SC Bar No.: 6862 ATTORNEYS FOR THE PLAINTIFF Address: RCO Legal, P.S. 1587 Northeast Expressway Atlanta, Georgia 30329 phone: (770) 234-9181 fax: (770) 234-9192	Defendant's Attorney: Robert A. Bernstien, Attorney for Best Distributing Company Address: 5418 B Rivers Ave PO Box 20519 Charleston, SC 29413-0519 phone: fax:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion:
Estimated Time Needed: N/A Court Reporter Needed: N/A

SECTION II: Motion/Order Type

☒ Written Motion/Order attached
☐ Form Motion/Order **Order of Reference to be signed by Clerk of Court**
I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ JANUARY __, 2014
Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $25.00

☐ EXEMPT: (check reason)	☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy

Mells ✓ 2/10/14

	☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other:
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	_____ JUDGE CODE: _____ Date: _____

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CASE NO.: 2013-CP-40-3334

Deutsche Bank National Trust Company,

Plaintiff,

vs.

Christopher Nelums, et al.,

Defendant(s)

ORDER OF RECUSAL

RICHLAND COUNTY
FILED
2014 NOV 13 AM 11:52
JEANETTE W. WALKER
C.C.P. & G.S.

The matter before the court is a foreclosure lawsuit. I have reviewed the file and have determined I should recuse myself from considering any matter in this case. The case will need to be heard by a Circuit Court Judge or a Special Referee.

IT IS SO ORDERED.

Joseph M. Strickland, as
Master in Equity for Richland County

Columbia, South Carolina
Nov. 13, 2014

cc: Sarah B. Nielsen, Esquire; Adrianne L. Turner, Esquire; Christopher Nelums, and Janet Nelums.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2013CP4003334

Deutsche Bank National Trust Company Home Equity Mortgage Loan Asset PLAINTIFF(S)	Christopher Nelums Janet L Nelums DEFENDANT(S)

Submitted by: _____	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk : _____

FILED
2015 JUL 17 PM 12:31
RICHLAND COUNTY, S.C.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____ **Judge Code** _____ **Date** _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ **day of** _____, **20** _____ and a copy mailed first class or placed in the appropriate attorney's box on this 17 July 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Summer Hughes Graham R. Billings	Sarah Beth Nielsen	Robert A Bernstein Janet L Nelums	Christopher Nelums Adrianne LaVonne Turner

Christopher Nelums

ATTORNEY(S) FOR THE PLAINTIFF(S) **ATTORNEY(S) FOR THE DEFENDANT(S)**

Court Reporter _____ **Clerk of Court** Jeanette W. McBride

SCRCP Form 4C (10/2011)

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT

Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Security Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated September 1, 2002, Plaintiff, vs. Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC, and Imperial Warehouse Finance, Inc., Defendants.	Civil Action No. 2013- CP-40-03334 **ORDER GRANTING MOTION FOR JUDGMENT ON THE PLEADINGS AS TO COUNTERCLAIMS**

RICHLAND COUNTY FILED
2015 JUL 16 AM 10:13
JEANNETTE W. McBRIDE C.C.P. & G.S.

BEFORE THE COURT is Plaintiff Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Security Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated September 1, 2002 ("Plaintiff")'s Motion for Judgment on the Pleadings as to Defendants Christopher Nelums and Janet L. Nelums' ("Defendants") counterclaims pursuant to Rule 12(c) of the South Carolina Rules of Civil Procedure. After hearing the parties' arguments on March 30, 2015, and after consideration of the written submissions, the Court finds that Plaintiff's Motion should be granted, in its entirety. The grounds for this Order are as follows:

#1 DBA

BACKGROUND

1. This action relates to an August 6, 2002, Note executed by Defendants in which they promised to repay the sum of One Hundred Twelve Thousand and 00/100 ($112,000.00) Dollars ("Note"). (Compl. at ¶ 4; Ans. & Countercl. at ¶ 5.) The Note is secured by a Mortgage, which was also admittedly executed by Defendants, covering real property known as 813 N. Highland Forest Drive, Columbia, SC 29203. (Compl. at ¶ 6; Ans. & Countercl. at ¶ 5.)

2. Plaintiff claims Defendants are in default on their payment obligations under the Note and Mortgage and instituted the current action for foreclosure by filing the Complaint on June 6, 2013.

3. On July 1, 2013, Defendants filed an Answer and Counterclaim seeking to recover against Plaintiff under nine claims: (1) accounting; (2) failure to provide notice of default and right to cure; (3) breach of contract/rescission; (4) violation of the Truth in Lending Act ("TILA"); (5) violation of the Real Estate Settlement and Procedures Act ("RESPA"); (6) predatory lending; (7) predatory servicing; (8) violation of the Fair Debt Collection Practices Act ("FDCPA"); and (9) malicious prosecution.

4. Plaintiff filed the Motion that is the subject of this Order on July 7, 2014, arguing the counterclaims were legally deficient. Because the foreclosure intervention process mandated by S.C. Supreme Court Administrative Order No. 2011-05-02-01 was satisfied and the stay is lifted, this Motion was ripe for ruling.

APPLICABLE LEGAL STANDARD

5. "Rule 12(c), S.C.R.C.P., provides for motions to dismiss based upon the pleadings." *Gregory v. Gregory*, 292 S.C. 587, 590, 358 S.E.2d 144, 147 (Ct.

App. 1987). "A judgment on the pleadings is proper where there is no issue of fact raised by the [pleading] that would entitle [defendants] to judgment if resolved in [defendants'] favor." *Sapp v. Ford Motor Co.*, 386 S.C. 143, 146, 687 S.E.2d 47, 49 (2009). The standard for reviewing a motion for judgment on the pleadings under Rule 12(c) is the same as that for a motion under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. *Rose v. Thrash*, 291 S.C. 459, 354 S.E.2d 378 (1987) (comparing a 12(b)(6) motion to a 12(c) motion or demurrer). Both motions test the legal sufficiency of a claim.

FINDINGS & CONCLUSIONS

6. This Court finds that each of Defendants' claims against Plaintiff fails as a matter of law and judgment on the pleadings in favor of Plaintiff is proper pursuant to Rule 12(c), SCRCP. Each claim will be addressed in turn.

7. First, the accounting cause of action fails for lack of a fiduciary relationship between the parties and the existence of adequate remedies at law available to Defendants. Accounting is an action in equity and requires the existence of a fiduciary relationship between the parties. *See Rogers v. Salisbury Brick Corp.*, 299 S.C. 141, 144, 382 S.E.2d 915, 917 (1989). Further, to properly state a claim for accounting, a party must also allege the absence of an adequate remedy at law. *See Historic Charleston Holdings, LLC v. Mallon*, 381 S.C. 417, 427, 673 S.E.2d 448, 453 (2009). In this case, Defendants did not allege the existence of a legally cognizable fiduciary relationship or the lack of an adequate remedy at law and, for this reason, they failed to state a cause of action. (*See* Ans. & Countercl. at ¶¶ 11–14). However, the Court further finds that under South Carolina law, the relationship between a bank and its customer is one of debtor-creditor and is not fiduciary in nature. *See Cowburn v. Leventis*, 366 S.C. 20, 42, 619

#3

S.E.2d 437, 449 (Ct. App. 2005). A narrow exception may arise where a bank undertakes advising a customer, but the facts alleged by Defendants directly contradict application of this exception. (Ans. & Countercl. at ¶ 13.) Due to the lack of a legally cognizable fiduciary relationship between Plaintiff and Defendants, this Court finds that the accounting cause of action fails as a matter of law. Finally, this Court finds that adequate remedies at law were available to Defendants and, rather than pursing those remedies, brought the counterclaims that are the subject of this Order.

8. Second, the "counterclaim" seeking dismissal of the Complaint for failure to provide notice of default and right to cure, (Ans. & Countercl. at ¶¶ 16–17), does not seek damages from Plaintiff and is therefore stricken as a counterclaim pursuant to Rule 12(f), SCRCP. This Court further notes that the notice of default and right to cure correspondence was attached to Plaintiff's Amended Reply and, therefore, may be considered as part of this Motion in accordance with Rule 10(c), SCRCP. *See also Brazell v. Windsor*, 384 S.C. 512, 515, 682 S.E.2d 824, 826 (2009).[1] Considering the pleadings, including the Amended Reply, this Court finds that Defendants cannot sustain their second counterclaim as a matter of law.

9. Third, Defendants' counterclaim for breach of contract seeks rescission of the Note and Mortgage due to an unidentified breach of the contractual agreement. (Ans. & Countercl. at ¶¶ 19–20.) To state a cause of action for rescission, South Carolina law requires a party to plead facts of fraud and deceit and the tender of

[1] Defendants had an opportunity to move to strike the exhibits from Plaintiff's Amended Reply to Answer and Counterclaim pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure, but failed to do so within the required thirty (30) day period. *See* S.C. R. Civ. P. 12(f); *see also De Pass v. Piedmont Interstate Fair Ass'n*, 217 S.C. 38, 59 S.E.2d 495 (1950).

consideration to the plaintiff. *See Warr v. Carolina Power & Light Co.*, 237 S.C. 121, 125, 115 S.E.2d 799, 801 (1960); *see also* S.C. R. Civ. P. 9(b). Here, Defendants failed to plead either requirement. Defendants fail to make any specific allegations of fraud or deceit by Plaintiff and they have not pled their ability to tender the return of the $112,000.00 borrowed. Due to Defendants' failure to plead fraud, deceit, or any type of mistake sufficient to state a claim for rescission of the contract and their failure to plead tender of funds borrowed, Plaintiff is entitled to judgment as a matter of law on the breach of contract cause of action.

10. Fourth, this Court finds that the TILA and RESPA causes of action are barred by the applicable statutes of limitations, the application of which is evident on the face of the pleadings. *See, e.g., Medlin v. S.C. Farm Bureau Mut. Ins. Co.*, 325 S.C. 195, 480 S.E.2d 739 (1997). Defendants admit to the signing of both the Note and the Mortgage on August 6, 2002, and the counterclaims for violation of TILA and RESPA were not asserted until 2013. (*See* Compl. at ¶¶ 4–6; Ans. & Countercl. at ¶ 5). The statute of limitations for a civil action for damages under the TILA is one year from the date of the occurrence of the violation. *See* 15 U.S.C. § 1640(e). The statute of limitations for a rescission claim under TILA is three years after consummation of the transaction or sale of the property, whichever occurs first. *See* 15 U.S.C. § 1635(f). Accordingly, this Court finds that any claim for damages under TILA must have been brought on or before August 6, 2003, and any claim for rescission on or before August 6, 2005. The TILA counterclaim, first asserted in 2013, is necessarily time-barred. The RESPA claim is similarly time-barred, regardless of whether Defendants were seeking relief pursuant to 12 U.S.C. § 2605 or 12 U.S.C. §§ 2607-2608. A party must assert a

claim for violation of Section 2605 within three years of the occurrence of the violation, and a claim for violation of Sections 2607 and 2608 within one year of the date of the occurrence of the violation. *See* 12 U.S.C. § 2614. As noted above, this Court finds that because Defendants' loan was closed in 2002, any RESPA claims associated with the loan's origination are necessarily barred by the one and three year statutes of limitation. For these reasons, Plaintiff is entitled to judgment as a matter of law on both the TILA and RESPA causes of action.

11. Fifth, this Court finds that Defendants' claims for predatory lending and predatory servicing[2] are not legally cognizable claims recognized under South Carolina law and, in any event, the allegations related thereto would render any counterclaim on the same allegations time-barred. Defendants failed to present the Court with a statutory or case law basis for these purported claims and failed to identify the elements of the purported causes of action. Therefore, this Court finds that predatory lending and predatory servicing are not claims recognized by South Carolina law. In any event, this Court further finds that if the claims are construed as general common law claims for damages, they are similarly barred by a three-year statute of limitations. *See* S.C. Code Ann. § 15-3-530 (outlining three-year statute of limitations on common law claims).

12. Sixth, Defendants' allegations of failure to verify the debt and failure to provide an accounting of payments are insufficient to give rise to a legally

[2] The Court notes that the allegations related to these "counterclaims" also fail to plead facts required by Rule 8, SCRCP. (*See* Ans. & Countercl. at ¶¶ 27–32.); *Watson & Howell Builders v. Billingsley*, 310 S.C. 39, 41, 424 S.E.2d 43, 45 (Ct. App. 1992) ("Rule 8(a) of the S.C. Rules of Civil Procedure determines the sufficiency of a pleading and requires, in pertinent part: (2) a short and plain statement of the facts showing that the pleader is entitled to relief").

cognizable claim for violation of the FDCPA. It is well-established that the FDCPA applies only to debt collectors. *See* 15 U.S.C. § 1692a. The term "debt collector" does not include a party attempting to collect its own debt and South Carolina federal district courts have held accordingly. *See, e.g., Lanier v. Branch Banking & Trust Co.*, No. 3:12-628, 2013 U.S. Dist. LEXIS 127586, at *18 (D.S.C. May 30, 2013), *adopted by* 2013 U.S. Dist. LEXIS 124267 (D.S.C. Aug. 29, 2013). This Court finds that the pleadings at issue in this case establish that Plaintiff is collecting its own debt. More specifically, Plaintiff's Complaint alleges that it is the holder of the Note and the assignee of the Mortgage. (*See* Compl. at ¶¶ 5, 10.) And, Defendants admit both of these allegations in their Answer and Counterclaim. (*See* Ans. & Countercl. at ¶¶ 5, 7.) Therefore, this Court finds Defendants' admissions are fatal to their FDCPA claim and grants judgment on the pleadings in favor of Plaintiff.

13. Seventh, Defendants' ninth counterclaim, malicious prosecution, is based solely on a prior foreclosure action, 2011-CP-40-1053, which was dismissed by joint, consent stipulation of the parties, without prejudice. South Carolina law provides that a part seeking to recover for malicious prosecution must plead the termination of the prior proceedings in their favor. *See Jordan v. Deese*, 317 S.C. 260, 261–62, 452 S.E.2d 838, 838 (1995). Defendants, having joined in and agreed to the dismissal without prejudice, have not and cannot plead this element. This Court finds that Defendants have not and cannot state a legally cognizable claim for malicious prosecution and, therefore, Plaintiff is entitled to judgment as a matter of law. *See Carter v. South Carolina*, No. 6:99-3876, 1999 U.S. Dist. LEXIS 21930, at *21–22 (D.S.C. Dec. 7, 1999) ("An action dismissed without prejudice may not serve as a componential predicate for a malicious

prosecution action; malicious prosecution requires that the predicate action be terminated in the malicious prosecution plaintiff's favor.").

14. Finally, while this Court is granting Plaintiff's Motion in its entirety, it is hereby providing Defendants thirty (30) days from the date of entry of this Order by the Clerk of Court for Richland County to serve an amended pleading to assert any counterclaims, not encompassed by this Order, that Defendants can substantiate and which are sustainable pursuant to Rule 11, SCRCP. Defendants may not re-plead the counterclaims dismissed, with prejudice, by this Order. If Defendants decline to assert any new counterclaims within 30 days, their right to amend shall expire and the case shall move forward on Plaintiff's Complaint.

NOW, THEREFORE, the Court concludes that, based on the arguments and briefing submitted to the Court, it is appropriate to grant Plaintiff's Motion for Judgment on the Pleadings as to Defendants' Counterclaims in its entirety. Therefore, the Court hereby **GRANTS** the Motion, in its entirety, and **DISMISSES** Defendants' counterclaims against Plaintiff, with prejudice. Further, the Court hereby grants Defendants thirty (30) days from entry of this Order to assert any counterclaims, other than those resolved by this Order, which Defendants can assert and substantiate in accordance with Rule 11, SCRCP.

IT IS SO ORDERED, this 14 **day of** July **, 2015.**

~~The Honorable~~ Donald B. Hocker
Presiding Judge

Laurens, South Carolina

#4

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2017CP4001687

Deutsche Bank National Trust Company Home Equity Mortgage Loan Asset PLAINTIFF(S)	Christopher Nelums Janet L Nelums DEFENDANT(S)

Submitted by: _____	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____ **Judge Code** 2161 **Date** _____

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 20 ____ and a copy mailed first class or placed in the appropriate attorney's box on this 24 day of March, 20 17 to attorneys of record or to parties (when appearing pro se) as follows:

Vance L. Brabham III
Jessica S. Corley

ATTORNEY(S) FOR THE PLAINTIFF(S)

Robert A Bernstein
Janet L Nelums
Christopher Nelums
Adrianne LaVonne Turner

Christopher Nelums

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette W. McBride

SCRCP Form 4C (10/2011)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B,

PLAINTIFF,

VS.

Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc., ,

DEFENDANT(S).

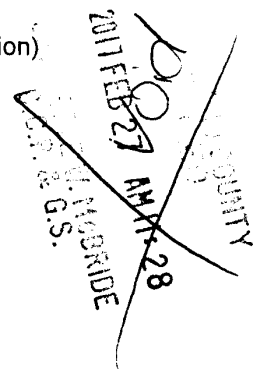
(151091.00064RCO)

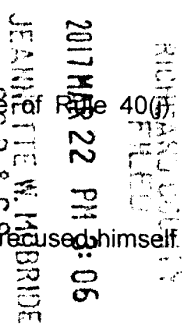
IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-40-03334

CONSENT ORDER TO RESTORE AND FOR REFERENCE OF MATTER TO JEFFREY M. TZERMAN

(Mortgage Foreclosure Action)





WHEREAS, this matter was previously stricken from the active docket by virtue of Rule 40(j) SCRCP and upon consent of all answering parties; and

WHEREAS, Judge Joseph F. Strickland, Master in Equity for Richland County has recused himself in this matter; and

WHEREAS, the parties have consented to reference of this matter to Jeffrey M. Tzerman as Special Referee pursuant to Rule 53 and71, SCRCP; therefore,

IT IS THEREFORE ORDERED that this action be, and the same hereby is, restored to the active docket and referred to Jeffrey M. Tzerman as Special Referee, to take the testimony arising under the pleadings and to make his/her findings of fact and conclusions of law, with authority to rule on all matters related to this action, including but not limited to, the authority to enter a final judgment in the cause and said Special Referee shall and must specifically retain jurisdiction to hear and shall and must hear on the merits any issues after sale or judgment, including but not limited to issues involving appraisal proceedings under Section 29-3-680, et. seq., and evictions as well as Rule 60 or Rule 61 Motions and/or similar matters including but not limited to the sufficiency of the successful bid as well as the marketability of title and/or matters relating to omitted lienholders or claimants; and with the further authority to sell the subject property at public auction on some convenient sales day hereafter as ordered with any appeal therefrom being directed and mandated to the

South Carolina Court of Appeals.

Columbia, South Carolina
2/23, 2016

Clerk of Court/~~Presiding Judge~~
Richland County

I SO CONSENT:

Jessica S. Corley, Esquire
Attorney for the Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204

I SO CONSENT:

Adrianne L. Turner, Esquire
Attorney for Christopher Nelums and Janet L. Nelums
P.O. Box 210638
Columbia, SC 29221

I SO CONSENT:

Robert Bernstein, Esquire
Attorney for Best Distributing Company
5418 B. Rivers Avenue
Charleston, SC 29413

South Carolina Court of Appeals.

Columbia, South Carolina
2/23, 2016

Clerk of Court/~~Presiding Judge~~
Richland County

3-21-17

I SO CONSENT:

Jessica S. Corley, Esquire
Attorney for the Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204

I SO CONSENT:

Adrianne L. Turner, Esquire
Attorney for Christopher Nelums and Janet L. Nelums
P.O. Box 210638
Columbia, SC 29221

I SO CONSENT:

Robert Bernstein, Esquire
Attorney for Best Distributing Company
5418 B. Rivers Avenue
Charleston, SC 29413

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B,

PLAINTIFF,

VS.

Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc., ,

DEFENDANT(S).

(151091.00064RCO)

IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-40-03334

CONSENT ORDER TO RESTORE AND FOR REFERENCE OF MATTER TO JEFFREY M. TZERMAN

(Mortgage Foreclosure Action)

RICHLAND COUNTY FILED
2017 MAR 22 PM 3:06
JEANNETTE W. McBRIDE C.C.P. & G.S.
2017 FEB 22 AM 10:38
C.C.P. & G.S.

WHEREAS, this matter was previously stricken from the active docket by virtue of Rule 40(j), SCRCP and upon consent of all answering parties; and

WHEREAS, Judge Joseph F. Strickland, Master in Equity for Richland County has recused himself in this matter; and

WHEREAS, the parties have consented to reference of this matter to Jeffrey M. Tzerman as Special Referee pursuant to Rule 53 and71, SCRCP; therefore,

IT IS THEREFORE ORDERED that this action be, and the same hereby is, restored to the active docket and referred to Jeffrey M. Tzerman as Special Referee, to take the testimony arising under the pleadings and to make his/her findings of fact and conclusions of law, with authority to rule on all matters related to this action, including but not limited to, the authority to enter a final judgment in the cause and said Special Referee shall and must specifically retain jurisdiction to hear and shall and must hear on the merits any issues after sale or judgment, including but not limited to issues involving appraisal proceedings under Section 29-3-680, et. seq., and evictions as well as Rule 60 or Rule 61 Motions and/or similar matters including but not limited to the sufficiency of the successful bid as well as the marketability of title and/or matters relating to omitted lienholders or claimants; and with the further authority to sell the subject property at public auction on some convenient sales day hereafter as ordered with any appeal therefrom being directed and mandated to the

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B,

PLAINTIFF,

VS.

Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc.,

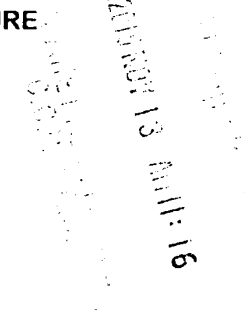
DEFENDANT(S).

(151091.00064RCO)

IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-40-03334

CONSENT ORDER REMOVING CASE FROM TRIAL DOCKET PURSUANT TO RULE 40(J) OF THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE



ON MOTION by the undersigned counsel for the Plaintiff, Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B, by and with the express consent of counsel for answering Defendants, Christopher Nelums, Janet L. Nelums, and Best Distributing Company, it appearing that these parties have agreed to the removal of the Complaint in the above-captioned case from the trial docket pursuant to Rule 40(j), SCRCP;

WHEREAS, upon information and belief, the consenting Defendant is the only party to have filed an Answer to the Complaint in this action;

IT FURTHER APPEARING that no prejudice will result to any party as a result of this removal;

THEREFORE, IT IS HEREBY ORDERED that this action be removed from the trial docket pursuant to Rule 40(j), SCRCP.

AND IT IS SO ORDERED.

Columbia, South Carolina

November 12, 2015

Presiding Circuit Court Judge for
Richland County

I SO MOVE:

SCOTT LAW FIRM, P.A.

By:

Ronald C. Scott, SC Bar #4996
Reginald P. Corley, SC Bar #69453
Angelia J. Grant, SC Bar #78334
Vance L. Brabham, III, SC Bar #71250
William S. Koehler, SC Bar #74935
J. Harrison Rushton, SC Bar #100406
Andrew M. Wilson, SC Bar #72553
Andrew M. Sullivan, SC Bar #100464
Jessica S. Corley, SC Bar #80470
ATTORNEYS FOR PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

11/4, 2015

I SO CONSENT:

By: _____
Adrianne L. Turner, Esquire
Attorney for Defendants Christopher and Janet L. Nelums
SC Bar #_____
P.O. Box 210638
Columbia, SC 29221

_____, 2015

I SO CONSENT:

By: Robert A. Bernstein
Robert Bernstein, Esquire
Attorney for Defendant Best Distributing Company
SC Bar #_____
5418 B. Rivers Avenue
Charleston, SC 29413

November 9, 2015

I SO CONSENT:

By: Adrianne L. Turner Adrianne L. Turner

Adrianne L. Turner, Esquire
Attorney for Defendants Christopher and Janet L. Nelums
SC Bar # 6840
P.O. Box 210638
Columbia, SC 29221

November 9, 2015

I SO CONSENT:

By: _____
Robert Bernstein, Esquire
Attorney for Defendant Best Distributing Company
SC Bar #_____
5418 B. Rivers Avenue
Charleston, SC 29413

_____, 2015

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B,

PLAINTIFF,

VS.

Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc.,

DEFENDANT(S).

(151091.00064RCO)

IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-40-03334

CERTIFICATE OF SERVICE BY MAIL

FILED
RICHLAND COUNTY
2015 NOV 13 AM 11:15

I, the undersigned attorney, for the law firm Scott and Corley, P.A., do hereby certify that I have caused to be served a copy of the *Consent Order Removing Case from Trial Docket Pursuant to Rule 40(J) of the South Carolina Rules of Civil Procedure* upon the below counsel of record and parties by U.S. Mail, postage prepaid, on November 12, 2015, at the following address(es):

Adrianne L. Turner, Esquire
Attorney for the Defendants Christopher and Janet Nelums
P.O. Box 210638
Columbia, SC 29221

Robert Bernstein, Esquire
Attorney for Defendant Best Distributing Company
5418 B. Rivers Avenue
Charleston, SC 29413

Jessica S. Corley
11/12, 2015

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B,

PLAINTIFF,

VS.

Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-40-03334

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

SUBMITTING PARTY: PLAINTIFF

Name, SC Bar No. and Address of Plaintiff's Attorney

Ronald C. Scott, SC Bar #4996
Reginald P. Corley, SC Bar #69453
Angelia J. Grant, SC Bar #78334
Vance L. Brabham, III, SC Bar #71250
William S. Koehler, SC Bar #74935
ATTORNEYS FOR PLAINTIFF
2712 Middleburg Drive, Suite 200
(P.O. Box 2065)
Columbia, SC 29204 (29202)
Telephone: (803) 252-3340
Fax: (855) 601-4921
Email: rons@scottandcorley.com, vanceb@scottandcorley.com, andyw@scottandcorley.com, reggiec@scottandcorley.com, billyk@scottandcorley.com, andrews@scottandcorley.com, angig@scottandcorley.com, harrisonr@scottandcorley.com, jessicac@scottandcorley.com

Name, SC Bar No. and Address of Defendant's Attorney.

J. Harrison Rushton, SC Bar #100406
Andrew M. Wilson, SC Bar #72553
Andrew M. Sullivan, SC Bar #100464
Jessica S. Corley, SC Bar #80470

RECEIVED
NOV 12 REC'D
BY:

____ **MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)**
____ **FORM MOTION, NO HEARING REQUESTED (Complete Sections II and III)**
____ **PROPOSED ORDER/CONSENT ORDER (Complete Sections II and III)**

SECTION I: HEARING INFORMATION

Nature of Motion: _____
Estimated Time Needed: _____ Court Reporter Needed: Yes/No

SECTION II: MOTION TYPE

__/__ Written Motion attached
Form Motion –
I hereby move for relief of action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff/Defendant

11/12, 2015
Date Submitted

SECTION III: MOTION FEE

____ PAID – AMOUNT: $25.00
____ EXEMPT:
____ Rule to Show Cause in Child or Spousal Support
____ Domestic Abuse or Abuse and Neglect
____ Indigent Status
____ Sexually Violent Predator Act
____ Motion for Stay in Bankruptcy
____ Motion for Publication
____ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
____ Other
____ Stage Agency v. Indigent Party
____ Post-Conviction Relief
____ Motion for Execution (Rule 69, SCRCP)

JUDGE'S SECTION

____ Motion Fee to be paid upon filing of the attached order.
____ Other

JUDGE CODE:_____ DATE:_____

_____
Judge Signature

CLERK'S VERIFICATION

Collected by: JM

DATE FILED: 11-13-15

____ MOTION FEE COLLECTED: $_____
____ CONTESTED – AMOUNT DUE: $_____

SCCA 233 (12/2009)

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2013CP4003334

Deutsche Bank National Trust Company Home Equity Mortgage Loan Asset PLAINTIFF(S)	Christopher Nelums Janet L Nelums DEFENDANT(S)

Submitted by: _____	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____ **Judge Code** _____ **Date** _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ **day of** _____, **20** _____ and a copy mailed first class or placed in the appropriate attorney's box on this 13 November 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Vance L. Brabham III

ATTORNEY(S) FOR THE PLAINTIFF(S)

Robert A Bernstein
Janet L Nelums

Christopher Nelums
Adrianne LaVonne Turner

Christopher Nelums

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette W. McBride

SCRCP Form 4C (10/2011)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B,

PLAINTIFF,

VS.

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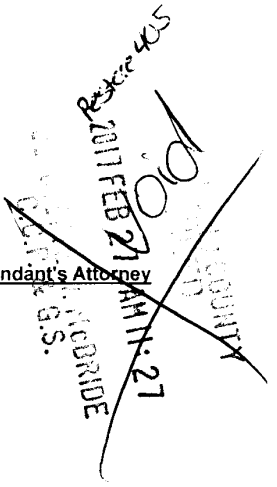
DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-40-03334

2017CP4001687

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET



SUBMITTING PARTY: PLAINTIFF

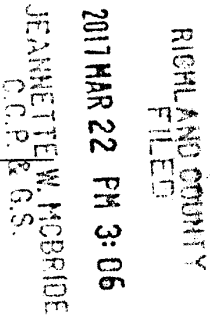
Name, SC Bar No. and Address of Plaintiff's Attorney

Ronald C. Scott, SC Bar #4996
Reginald P. Corley, SC Bar #69453
Angelia J. Grant, SC Bar #78334
Jessica S. Corley, SC Bar #80470
~~Allison E. Heileman, SC Bar #68530~~
Matthew E. Rupert, SC Bar #100740
William P. Stork, SC Bar #100242
Louise M. Johnson, SC Bar #16586
Tasha B. Thompson, SC Bar #76415
Jane S. Ruschky, SC Bar #70472

ATTORNEYS FOR PLAINTIFF
2712 Middleburg Drive, Suite 200
(P.O. Box 2065)
Columbia, SC 29204 (29202)
Telephone: (803) 252-3340
Fax: (855) 601-4921

Email: rons@scottandcorley.com reggiec@scottandcorley.com angig@scottandcorley.com jessicac@scottandcorley.com
allisonh@scottandcorley.com matthewr@scottandcorley.com williams@scottandcorley.com ceasiej@scottandcorley.com
tashat@scottandcorley.com janer@scottandcorley.com

Name, SC Bar No. and Address of Defendant's Attorney



____ **MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)**
__✓__ **FORM MOTION, NO HEARING REQUESTED (Complete Sections II and III)**
____ **PROPOSED ORDER/CONSENT ORDER (Complete Sections II and III)**

SECTION I: HEARING INFORMATION

Nature of Motion: _____
Estimated Time Needed: _____ Court Reporter Needed: Yes/No

SECTION II: MOTION TYPE

__✓__ Written Motion attached – previously filed
____ Form Motion –
I hereby move for relief of action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff/Defendant

2/22, 2017
Date Submitted

SECTION III: MOTION FEE

__✓__ PAID – AMOUNT: ~~$25.00~~ 50.00 previously paid w/ written motion
____ EXEMPT: ____ Rule to Show Cause in Child or Spousal Support
____ Domestic Abuse or Abuse and Neglect
____ Indigent Status
____ Sexually Violent Predator Act
____ Motion for Stay in Bankruptcy
____ Motion for Publication
____ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
____ Other
____ Stage Agency v. Indigent Party
____ Post-Conviction Relief
____ Motion for Execution (Rule 69, SCRCP)

JUDGE'S SECTION

____ Motion Fee to be paid upon filing of the attached order.
____ Other

JUDGE CODE:_____ DATE:_____

_____
Judge Signature

CLERK'S VERIFICATION

Collected by: JM
DATE FILED: 3-22-17

____ MOTION FEE COLLECTED: $_____
____ CONTESTED – AMOUNT DUE: $_____

SCCA 233 (12/2009)

ELECTRONICALLY FILED - 2021 Jul 01 2:51 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, PLAINTIFF, VS. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-40-01687 SPECIAL REFEREE'S ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND ORDER AND JUDGMENT OF FORECLOSURE AND SALE DEFICIENCY DEMANDED AGAINST JANET L. NELUMS

(151091.00064RCO)

TO: Scott and Corley, P.A.
Attorneys for Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

Adrianne L. Turner, Esquire (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221

Adrianne L. Turner, Esquire (Attorney for Christopher Nelums)
P.O. Box 210638
Columbia, SC 29221

Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
PO Box 20519
Charleston, SC 29413

Imperial Warehouse Finance, Inc.
1910 Pacific Ave., Ste. 13050
Dallas, TX 75201

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

ELECTRONICALLY FILED - 2021 Jul 01 2:51 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

Pursuant to the said Order of Reference, a hearing was held by this Court. The hearing was conducted in full compliance with Supreme Court Order 2020-04-22-01 (*RE: Operation of the Trial Courts During the Coronavirus Emergency*), as amended. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.

2. The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01). The Court has further determined that Plaintiff has fully complied with the Administrative Orders of the Supreme Court dated April 30, 2020 (2020-04-30-02) and May 6, 2020 (2020-05-06-01).

3. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.

4. This action was originally commenced with the filing of Lis Pendens, Summons and Complaint on June 6, 2013 as Case No. 2013-CP-40-03334. The Defendants Christopher and Janet L. Nelums filed an Answer with Counterclaims on July 1, 2013. Plaintiff filed a Reply to Answer and Counterclaims on August 7, 2013. An Order of Reference referring the case to the Master-in-Equity for Richland County was filed February 18, 2014. An Order of Recusal was filed by the Richland County Master-in-Equity on November 13, 2014. The case was removed from the active trial docket by Consent Order filed November 13, 2015. The case was restored to the active docket by Consent Order filed March 22, 2017 and assigned the current Case Number 2017-CP-40-01687. The order also referred the matter to Jeffrey M. Tzerman as Special Referee.

5. The Defendant Imperial Warehouse Finance, Inc. is in default as shown by the Certificate filed herein. The Defendant Best Distributing Company filed an Answer on June 24, 2013. By Order filed July 16, 2015, Plaintiff was granted Judgment on the Pleadings as to the counterclaims of Defendants Christopher and Janet Nelums in their entirety and said counterclaims were dismissed with prejudice. The Defendants Christopher Nelums and Janet Nelums filed a Second Amended Answer and Counterclaim filed on May 28, 2021. The Defendants did not seek leave of court to file the amended pleading as required by the South Carolina Rules of Civil Procedure and Plaintiff's counsel objected to

ELECTRONICALLY FILED - 2021 Jul 01 2:51 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

the amended pleading at the hearing. The court finds that the amended pleading was not filed in accordance with the court rules and Plaintiff's motion to strike the amended pleading is granted.

6. All of the above-named Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing of this matter. Defendant Christopher Nelums appeared at the hearing and stated that the Defendant Janet Nelums and Attorney Adrienne Turner would not be appearing. Defendant Christopher Nelums further stated that their attorney Adrienne Turner had been relieved as counsel in this matter. This court finds that no motion seeking withdrawal as counsel was provided to or served upon the Special Referee prior to hearing and this court has not issued any order relieving Defendants' counsel. The record confirms proper notice of hearing was provided to all parties and specifically to Defendants' counsel of record.

7. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for such protections.

8. No Defendant raised any credible issues related to Plaintiff's standing to prosecute this action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRCP. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action not previously raised are waived. Unless specifically denied by an answering Defendant, all allegations in the Complaint of Plaintiff are deemed admitted in full. The court notes that the issue of Plaintiff's standing was previously adjudicated in an adversarial proceeding in the United States Bankruptcy Court with Plaintiff being granted summary judgment on the issue and this court has taken judicial notice of the Order filed March 17, 2020 in United States Bankruptcy Court Adversarial Proceeding No. 19-80032-jw. The court further notes that Plaintiff is in physical possession of the original promissory note and Plaintiff's counsel presented the original promissory note to the court at hearing.

9. Plaintiff filed a Motion for Summary Judgment on November 13, 2017 with supporting affidavits and memorandum of law. A hearing on the motion was scheduled for March 12, 2018 but continued, with the court requesting further documentation from the Plaintiff as to the payments alleged by Defendants Christopher and Janet Nelums to have been paid on the account during and subsequent to a prior bankruptcy matter but allegedly not properly credited to the account. Plaintiff also reviewed the account for loss mitigation, but the parties were unable to reach an agreement to resolve the arrearage. Plaintiff's counsel submitted a detailed statement to the court by letter dated October 19, 2018 confirming that all the payments referenced by Defendants Christopher and Janet Nelums had been properly credited to the account and providing supporting documentation, including an itemized payment history and

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relevant documents from the Defendants' 2008 Bankruptcy Case Mo. 08-01310-dd. The case was rescheduled for hearing to be held on November 21, 2018. The case was stayed pursuant to a Chapter 13 Bankruptcy Petition filed by Defendant Janet Nelums on November 19, 2018 as Case No. 18-05885-jw and an Order Removing Case from Active Docket was filed on November 29, 2018. The 2018 Bankruptcy case was dismissed by Order filed April 21, 2020. The court notes that Defendant Janet Nelums also filed an adversarial proceeding as Bankruptcy Case No. 19-80032-jw and the United States Bankruptcy Court ruled in favor of Plaintiff herein on cross-motions for summary judgment in that matter pursuant to Order filed March 17, 2020. The case was restored to the active roster by order filed February 22, 2021.

10. A second hearing on Plaintiff's Motion for Summary Judgment was held on June 4, 2021. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party may not rest on mere allegations or denials in the pleadings; rather the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspapers, Inc.* 347 S.C. 571, 556 S.E. 2d 732 (Ct. App. 2001). The counterclaims alleged by Defendants Christopher and Janet Nelums in their Answer were adjudicated and dismissed with prejudice by Order filed July 16, 2015. At the previous hearing herein, Defendants disputed whether full credit had been given for all payments submitted. Plaintiff's counsel previously submitted the Trustee's Report on Distributions from the previous Chapter 13 Bankruptcy and an itemized payment history, which confirmed that all payments questioned by defendants had been properly credited to the account. Plaintiff also submitted the Trustee's Report showing that no payments were made by the Defendants Christopher and Janet Nelums during their most recent Bankruptcy case. Plaintiff's counsel further confirmed that the Defendants Christopher and Janet Nelums had been reviewed for loss mitigation but had declined a proposed loan modification. In support of the motion, Plaintiff has filed an updated Affidavit of Indebtedness which includes an itemization of the debt, itemized payment history and notice of breach. Plaintiff also submitted relevant documents from the most recent Chapter 13 Bankruptcy by Janet Nelums, including the PACER summary of the case, the Proof of Claim submitted for this mortgage debt, the Trustee's Report showing no disbursements on the claim and the Order Dismissing the Bankruptcy Case. The records from the recent bankruptcy cases show that Defendant

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Janet Nelums objected to the proof of claim for the mortgage debt and the matter was litigated in an Adversarial Proceeding conducted by the United States Bankruptcy Court. By Order filed March 17, 2020, the United States Bankruptcy Court approved the proof of claim. This court further notes that the order from the Adversarial Proceeding fully adjudicated the issues that Defendants seek to raise again in their latest amended pleading filed by defendants without leave of court. One of the primary contentions by the Defendants is that Plaintiff is not the real party in interest and/or is not the holder in due course of the mortgage debt. The Order from the Adversarial Proceeding made a specific finding that Plaintiff was in physical possession of the original promissory note, which was presented for inspection during those proceedings, and that the mortgage was properly assigned to Plaintiff pursuant to the chain of assignments filed in the public record. Defendant Christopher Nelums admitted that he was present during and participated in the adversarial proceeding. Plaintiff's counsel also presented the original promissory note to the court in this proceeding, thereby providing it standing to demand payment thereon under the applicable statutory and caselaw of South Carolina. This court cannot make a finding contrary to the previous adjudication by the United States Bankruptcy Court on the identical issues. Additionally, the evidence presented clearly establishes that the Plaintiff is the holder in due course of the note and mortgage, that the mortgage loan is in default and Plaintiff is entitled to foreclose on the account. The court finds that Plaintiff has met the requisite burden of proof and is entitled to an Order granting summary judgment as to the foreclosure cause of action.

11. For value received, Janet L. Nelums made, executed and delivered an Adjustable Rate Note dated August 6, 2002, promising thereby to pay to the order of IndyMac Bank, F.S.B., a federally chartered savings bank the sum of $112,000.00 with interest at the initial rate of 9.87500% per annum. Other terms and conditions are stated in the Note, which is of record herein.

12. To better secure the payment of the Note described above, the said Christopher Nelums and Janet L. Nelums, made, executed and delivered to IndyMac Bank, F.S.B., a federally chartered savings bank, a Mortgage in writing, dated August 6, 2002, covering real property in Richland County, which is the same as that described in the Complaint or Amended Complaint. The Mortgage was filed on August 20, 2002 and is of record in the Office of the Clerk of Court/Register of Deeds for Richland County in Book 695 at Page 1050. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s).

13. Thereafter, said Mortgage was assigned to Plaintiff by assignment instrument dated April 20, 2004 and recorded May 21, 2004 in Book 937 at Page 3357.

14. The note and mortgage were subsequently modified by an Agreement for Modification or Extension of a Mortgage dated April 8, 2003 and a second Loan Modification dated May 25, 2010 which

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were also entered into evidence as exhibits.

15. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts and the amount is found to be reasonable.

16. This Court therefore finds that this Mortgage constitutes a first lien on the mortgaged premises.

17. The Court finds that Plaintiff and its counsel have fully complied with all of their obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as all applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised or have not established any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

18. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. The Court finds that Counsel for the Plaintiff shall be entitled to recover its charges from the Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

19. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. The Court finds that Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action and the Court finds such charges to be reasonable.

20. Payment due on the Note has not been made as provided for in the Note and Plaintiff has

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elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

21. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be $11,052.50. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. *Taylor v. Medenica*, 331 S.C. 575, 503 S.E.2d 458 (1998); *Baron Data Systems v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), *Jackson v. Speed*, 326 S.C. 289, 486 S.E.2d 750 (1997). Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees and costs/expenses/charges in this matter as set forth herein in this paragraph as well as Paragraph 23. As itemized below, I find all of the itemized fees and costs/expenses/charges to be reasonable.

22. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

23. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a)	Principal due	$128,124.03
(b)	Interest Due from 07/01/2010 to 06/04/2021	$82,234.24
(c)	Escrow Adjustments	$21,150.54
(d)	Broker's Price Opinion/Appraisals	$2,255.00
(e)	Previous Bankruptcy Fees/Costs	$29,370.40
(f)	Property Inspections	$0.80
(g)	Paid Attorney's Costs	$2,259.79

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(h)	Paid Attorney's Fees	$8,537.50
(i)	Attorney's fees (awarded herein, but unpaid)	$2,515.00
TOTAL DEBT secured by Note and Mortgage including interest to date shown		$276,447.30

Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the current rate of 5.875% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 5.875% per annum (pursuant to the terms of the Note and Mortgage) shall accrue on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (e) through (o) are subject to supplemental revision by Plaintiff's counsel and/or modification by the Court, with such items including but not limited to post-judgment escrow and corporate advances, and costs related to the publication and sale of the subject property.)

24. Based upon a search of the public records of the aforesaid county pursuant to the South Carolina Lis Pendens statute, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

25. Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint expressly demanded the right to a personal or deficiency judgment against Janet L. Nelums.

26. The Defendant(s) below named claim(s) or may claim a lien or interest upon or interest in the subject property:

(a) The Defendant, Imperial Warehouse Finance, Inc., by virtue of that certain mortgage from Janet Nelums and Christopher Nelums to Fidelity First Lending, Inc., d/b/a Valley Pine Mortgage, dated December 04, 2000, in the original amount of $95,000.00, and recorded on December 11, 2000, in the Office of the Richland Clerk of Court/Register of Deeds in Book 465, at Page 1691. Thereafter, said mortgage was assigned to Southern Pacific Bank, a California Corporation by assignment instrument Dated December 4, 2000 and recorded February 12, 2001 in Book 482 at Page 2589; thereafter, said mortgage was assigned to Imperial Warehouse Finance, Inc. by assignment instrument dated May 1, 2001 and recorded May 14, 2001 in Book 517 at Page 2458. Thereafter, said mortgage was purportedly assigned to Mortgage Guarantee Collateral Acceptance by assignment instrument dated May 1, 2001 and recorded August 7, 2002 in Book 691 at Page 1760; however, said assignment instrument is invalid. The record reflects that the complaint alleged this mortgage had been paid but not satisfied or released of

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record. The record further reflects that the pleadings were properly served upon the defendant, but no answer or responsive pleading was filed. Defendant Christopher Nelums also testified at hearing that this mortgage had been paid. The court hereby finds that this mortgage has been paid and should be satisfied or released of record.

27. The Defendants below-named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, including but not limited to the subordinate lien or junior interests specifically described below, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71. The subject Defendant(s) is/are further made a party due to the similarity in name(s) to the primary defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, Best Distributing Company, by virtue of that certain judgment against Christopher Nelums, et al in the original amount of $6,013.56, recorded on July 25, 2008, in the Office of the Richland Clerk of Court/Register of Deeds as Case No. 2008-CP-40-02647.

28. None of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

29. Plaintiff is granted leave to submit an Amended or Supplemental Affidavit of Attorney Fee and Costs for any additional fees and costs incurred in this matter but not included in order and/or subsequently occurred.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009. Furthermore, Plaintiff has fully met the requirements of the Administrative Orders of the South Carolina Supreme Court (2020-04-30-02) and (2020-05-06-01) issued by Chief Justice Donald W. Beatty, dated April 30, 2020, and dated May 6, 2020.

2. After review of the pleadings of the parties, the Plaintiff's motion for summary judgment

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and attached exhibits, the documents and prior orders from the Bankruptcy cases and the arguments presented at hearing, I find that the Plaintiff has met its burden of establishing its right to foreclose upon the subject property. Further, I find that it submitted credible evidence as to the amount of the total debt owed on the property as of the date of its affidavit. Additionally, Defendants have failed to come forward with any specific facts showing there is a genuine issue for trial.

3. With the production of the Note, Mortgage, applicable Assignment(s), and Affidavit of Indebtedness and Affidavit of Attorney's fees Plaintiff has provided ample evidence that it is entitled to foreclosure in this matter and has properly established its damages due to the Defendant's breach of the terms and conditions of the Note and Mortgage. Furthermore, no Defendant has provided any evidence of any specific facts which would tend to show there is a genuine issue of material fact for trial. Therefore, Plaintiff's Motion for Summary Judgment should be granted and Plaintiff should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

4. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

5. Plaintiff should have a personal or deficiency judgment against Janet L. Nelums.

6. The mortgage from Janet Nelums and Christopher Nelums to Fidelity First Lending, Inc., d/b/a Valley Pine Mortgage, dated December 04, 2000 and recorded on December 11, 2000, in the Office of the Richland Clerk of Court/Register of Deeds in Book 465, at Page 1691 and thereafter assigned to Southern Pacific Bank, a California Corporation by assignment instrument recorded February 12, 2001 in Book 482 at Page 2589 and thereafter assigned to Imperial Warehouse Finance, Inc. by assignment instrument dated May 1, 2001 and recorded May 14, 2001 in Book 517 at Page 2458 should be released as to the subject property.

Now, on motion or notice of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009. Furthermore, Plaintiff has fully met the requirements of the Administrative Orders of the South Carolina Supreme Court (2020-04-

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30-02) and (2020-05-06-01) issued by Chief Justice Donald W. Beatty, dated April 30, 2020, and dated May 6, 2020.

2. Plaintiff's Motion for Summary Judgment is granted.

3. That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of $276,447.30, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 5.875 percent per annum.

5. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

(a) CERTIFIED FUNDS: The Special Referee will require a deposit of 5% on the amount of the bid (in certified funds or equivalent, said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.875 percent.

(c) The sale shall be subject to taxes and assessments, existing easements and restrictions of record and prior liens of record.

(d) This Mortgage constitutes a first lien covering the real estate and improvements therein described, if applicable, any mobile/manufactured home located thereon.

(e) Purchaser to pay for deed stamps/transfer taxes and costs of recording the satisfaction of mortgage by foreclosure and the deed, with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

6. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Court only the amount of

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the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

8. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. Plaintiff, or any other party to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 20 days after the date of sale, then this Court may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third-party bidder or any subsequent purchasers.

9. That, in addition to all notices to the property owner(s) which are required by the South Carolina Rules of Civil Procedure or other law, in a case involving property owner's SCRCP Rule 55 default, or in any other case or circumstance where property owner(s) would not ordinarily receive a copy of the Order of Foreclosure and/or the Notice of Sale, the party seeking foreclosure (Foreclosing Party) shall, within five (5) days of the execution of this Order cause this Order and the Notice of Sale (if available) to be served by US Mail upon said property owner(s). A Certificate of Service, pursuant to Rule 5, SCRCP, shall be filed with the Clerk of Court expeditiously. In cases where the Notice of Sale is executed later in time than the Order, service shall be accomplished separately, and shall be sent no later than five (5) days from receipt by the Foreclosing Party.

10. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this individually captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of

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Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

11. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

12. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem or SCRA Attorney Fee or fees of any attorneys appointed by motion of Plaintiff's Counsel and under Order of the Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71, South Carolina Rules of Civil Procedure;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

13. It is further ORDERED, that if the successful bidder is other than the person(s) or entity in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

14. And it is further ORDERED, ADJUDGED AND DECREED that none of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

15. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of

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pendency of the within action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

16. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

17. Upon issuance of this Court's Report on Sale and Disbursements, the Clerk of Court/Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Christopher Nelums and Janet L. Nelums to IndyMac Bank, F.S.B., a federally chartered savings bank, dated August 6, 2002, covering real property in Richland County, filed on August 20, 2002, and is of record in the Office of the Clerk of Court/Register of Deeds for Richland County in 695, at Page 1050.

18. This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

19. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being about seven (7) miles North of the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 16 and 17, Block G, Section II, Highland Forest Subdivision, as more fully shown and delineated on a plat of Highland Forest Subdivision (Section II) by McMillan Engineering Company dated July 17, 1972, last revised on September 24, 1973, and recorded in the Office of the Clerk of Court for Richland County in Plat Book X at Page 2809.

Lot 16:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate) and Jane Gill and Ray P. Turner, individually, dated May 18, 1999 and recorded May 21, 1999 in Book 308 at Page 2191 in the Office of the Register of Deeds of Richland County, South Carolina.

Lot 17:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate), and Jane Gill and Ray P. Turner, individually, dated December 9, 2000 and

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recorded December 11, 2000 in Book 465 at Page 1703 in the Office of the Register of Deeds of Richland County, South Carolina.

TMS No. 11916-2-16

Property address: 813 N Highland Forest Drive
Columbia, SC 29203

20. IT IS FURTHER ORDERED that if Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

21. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

22. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

23. IT IS ORDERED that Plaintiff is entitled to a personal or deficiency judgment against Janet L. Nelums.

24. The mortgage from Janet Nelums and Christopher Nelums to Fidelity First Lending, Inc., d/b/a Valley Pine Mortgage, dated December 04, 2000 and recorded on December 11, 2000, in the Office of the Richland Clerk of Court/Register of Deeds in Book 465, at Page 1691 and thereafter assigned to Southern Pacific Bank, a California Corporation by assignment instrument recorded February 12, 2001 in Book 482 at Page 2589 and thereafter assigned to Imperial Warehouse Finance, Inc. by assignment instrument dated May 1, 2001 and recorded May 14, 2001 in Book 517 at Page 2458 is hereby released as to the subject property.

AND IT IS SO ORDERED.

Jeffrey M. Tzerman
Special Referee

Camden, South Carolina
June 29, 2021

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002

PLAINTIFF(S)

Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company

DEFENDANT(S)

Submitted by: Scott and Corley, P.A.	**Attorney for :** ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED FOR BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk :

The property which is the subject of this action shall be sold at public sale pursuant to the Master in Equity's Report and Judgment of Foreclosure and Sale.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		

If applicable, describe the property, including tax map information and address, referenced in the order:
TMS No. 11916-2-16
Property address: 813 N Highland Forest Drive, Columbia, SC 29203

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

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Jeffrey M. Tzerman, ~~Master-in-Equity~~ Special Referee | Judge Code | Date 6/28/21

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20_____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20_____ to attorneys of record or to parties (when appearing pro se) as follows:

Scott and Corley, P.A.
P.O. Box 2065
Columbia, SC 29204

Attorney for Plaintiff

Adrianne L. Turner, Esquire (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221

Adrianne L. Turner, Esquire (Attorney for Christopher Nelums)
P.O. Box 210638
Columbia, SC 29221

Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
PO Box 20519
Charleston, SC 29413

Imperial Warehouse Finance, Inc.
1910 Pacific Ave., Ste. 13050
Suite 525
Dallas, TX 75201

Attorney for Defendant(s)

_____
Clerk of Court

Court Reporter: _____

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or hear and a decision rendered.

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, PLAINTIFF, VS. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-40-01687 ORDER SETTING APPEAL BOND

(151091.00064RCO)

This is a foreclosure action as to certain property located in Richland County. At the hearing held on June 4, 2021, the Defendant Christopher Nelums stated his intention to appeal the Order Granting Summary Judgment and Order and Judgment of Foreclosure and Sale. Therefore, this order is for the purpose of setting an appeal bond should the defendants seek to stay the foreclosure sale during the pendency of any appeal.

Pursuant to § 18-9-170 S.C. Code of Laws, a judgment providing for the sale or delivery of real property shall not be stayed on appeal unless a written undertaking is executed on the part of appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking. The statute further provides that when the judgment directs the sale of land to satisfy a mortgage thereon, the undertaking shall provide in case the judgment appealed from be affirmed and the land sold for less than the judgment debt and costs thereon then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency, which sums shall be duly entered as a payment on the judgment.

After careful consideration of the factors set forth in the statute, the Court finds the Defendant(s) shall post an appeal bond of not less than One Hundred Fifty Thousand and 00/100ths ($150,000.00) Dollars to stay the foreclosure sale;

The court further finds that the issuers of such appeal bond must be properly licensed issuers of such bonds and have a security license to issue such bonds within the State of South Carolina;

The court further finds that any appeal bond issued in this matter must comply with the requirements of § 18-9-170, S.C. Code of Laws.

AND IT IS SO ORDERED.

Jeffry M. Tzerman
Special Referee

Camden, South Carolina
June 29, 2021

#2

ELECTRONICALLY FILED - 2021 Jul 01 2:51 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

ELECTRONICALLY FILED - 2022 Nov 16 11:27 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002,

PLAINTIFF,

VS.

Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company,

DEFENDANT(S).

ORDER OF RECUSAL

(151091.00064RCO)

The above referenced case is a foreclosure action that was scheduled for sale on Tuesday, September 6, 2022, but this Court canceled the sale when the Defendants filed their Motion and Memorandum in Support of Temporary Injunction and Appointment of Receiver and Rule to Show Cause to allow the Plaintiff to respond to the Motion and for the Motion to be adjudicated.

This Order is issued *sua sponte* in response to Defendants' Motion and Memorandum in Support of Temporary Injunction and Appointment of Receiver and Rule to Show Cause. I have carefully reviewed the Defendants' motion and note that it includes unsubstantiated allegations of wrongdoing by the Plaintiff, Plaintiff's counsel, prior holders of the loan in question, prior servicers of the loan, and this Court itself.

Since Defendants have accused this Court of wrongdoing, my hearing arguments and ruling upon this motion could raise the "appearance of impropriety" pursuant to Canon 2 of the of the Code of Judicial Conduct, contained within Rule 501 of the SC Rules of Professional

Responsibility. Having concluded that I am unable to hear this motion, I am recusing myself and returning jurisdiction to the Circuit Court.

IT IS SO ORDERED

The Honorable Jeffrey M. Tzerman
Special Referee for Richland County

#2

ELECTRONICALLY FILED - 2022 Nov 16 11:27 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

ELECTRONICALLY FILED - 2022 Nov 16 11:27 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, PLAINTIFF, VS. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-40-01687 CERTIFICATE OF SERVICE BY MAIL

(151091.00064RCO)

The undersigned hereby certifies that s/he is an employee of Scott and Corley, P.A. and is a person of such age and discretion as to be competent to serve papers and that on November ___ 2022, s/he mailed a copy of the Order of Recusal by placing said copy in a postpaid envelope addressed to the person hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and contents in the United States Mail at the Scott and Corley, P.A. office, 2712 Middleburg Drive, Suite 200, Columbia, SC 29204.

Addressee:

Adrianne L. Turner, Esq. (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221

Adrianne L. Turner, Esq. (Attorney for Christopher Nelums)
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Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
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Charleston, SC 29413

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Rene Bell-Welch, Paralegal
SCOTT AND CORLEY, P.A.
2712 Middleburg Dr., St 200 (29204)
P.O. Box 2065 (29202)
Columbia, South Carolina

ELECTRONICALLY FILED - 2022 Nov 16 11:27 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

ELECTRONICALLY FILED - 2023 Oct 31 4:17 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, Plaintiff, vs. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, Defendants.	Civil Action No. 2017-CP-40-01687 **Order on Plaintiff's Motion for Sanctions** and **Gatekeeper Order**

This is a foreclosure action involving 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16) (the "Property"). On August 21, 2023, the Court heard the Motion for Sanctions Against Janet and Christopher Nelums and Entry of a Gatekeeper Order ("the Motion") filed by Plaintiff Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002 by WebEx. Present for the hearing was Matthew A. Abee of Nelson Mullins Riley & Scarborough LLP for Plaintiff, and Defendants Janet L. Nelums a/k/a Janet Nelums and Christopher Nelums, both appearing *pro se*. All parties were appropriately notified of the hearing.

After reviewing the Motion, relevant case law, and the record, I find it proper to enter a vexatious-litigant gatekeeper order barring Janet and Christopher Nelums ("Defendants") from filing new documents related to the Property without leave of the Court or the signature of a licensed attorney. The Court also makes the following findings of fact and conclusions of law.

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Findings of Fact

A. 2013 Foreclosure Proceedings

As set forth in the Special Referee's Foreclosure Order, in August 2002, Janet L. Nelums signed a $112,000 note to Plaintiff predecessor-in-interest. (Foreclosure Order and J. ¶ 11, July 1, 2021).[1] Defendants also signed a first-priority mortgage on the Property, which was recorded in the County Register of Deeds. (*Id*. ¶ 12.) Defendants defaulted on the mortgage, (*id*. ¶ 10), and Plaintiff sued them and others for foreclosure. (*Id.* ¶ 4.) Defendants answered and counterclaimed for (1) accounting; (2) failure to provide default notice; (3) breach of contract/rescission; (4) violation of the Truth in Lending Act; (5) violation of the Real Estate Settlement and Procedures Act; (6) predatory lending; (7) predatory servicing; (8) violation of the Fair Debt Collection Practices Act; and (9) malicious prosecution. (*Id.* ¶ 5.) The Clerk of Court referred the case to the Master in Equity in February 2014, but in November 2014, the Master recused himself. (*Id.* ¶ 4.) The Circuit Court then granted Plaintiff's motion for judgment on the counterclaims. (Order Granting Mot. for J. on the Pleadings, July 16, 2015; Foreclosure Order ¶ 5.) Then in November 2015, the case was stricken from the active roster under Rule 40(j), SCRCP. (*Id*. ¶ 4.)

B. 2017 Foreclosure Proceedings and Ms. Nelums's Bankruptcy

Plaintiff restored the case to the roster in March 2017 (Case No. 2017-CP-40-01687) and the Clerk of Court referred the case to the Honorable Jeffrey M. Tzerman, Special Referee. (*Id*.)

[1] This matter was previously referred to the Richland County Master in Equity Joseph M. Strickland. After he recused, the Clerk referred the matter to Special Referee Jeffrey M. Tzerman. Thereafter, the Special Referee also recused himself, vesting jurisdiction of the matter in the Circuit Court once again. Although Defendants sought to have the undersigned judge and Plaintiff's counsel also disqualified, the Court denies Defendants' motion and concludes it may properly consider the pending motions in this action. The Court rejects Defendants' claim that Plaintiff's current and former counsel is also disqualified from representing Plaintiff.

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Ms. Nelums petitioned for relief under Chapter 13 of the Bankruptcy Code (Case No. 18-05885-jw) in November 2018, and the Court stayed the foreclosure, (Foreclosure Order ¶ 9.). Then Ms. Nelums filed an adversary proceeding against Plaintiff and its servicing agent, Specialized Loan Servicing LLC ("SLS") (Case No. 19-80032-jw), in May 2019. (*See* Pl.s' Mot. Exhibit 4, Bankr. Order on Summ. J., March 17, 2020.)[2]

After discovery and a hearing, the Bankruptcy Court granted summary judgment against Ms. Nelums. (*Id*. at 1.) Among other arguments, the Bankruptcy Court rejected Ms. Nelums' claims that Plaintiff and SLS (1) were not creditors under the Bankruptcy Code; (2) lacked rights of payment under Article 3 of the South Carolina Commercial Code; (3) lacked standing to foreclose on the note and mortgage; (4) could not enforce the note and mortgage because of securitization; and (5) had no valid note and mortgage because servicing/pooling agreements between Plaintiff and SLS rendered them void. (*Id*. at 6–19.) Ms. Nelums' bankruptcy counsel withdrew shortly after the order. Ms. Nelums then filed a 112-page motion with 353 pages of attachment *pro se* titled "Motion Fraud Upon the Court Bogus Adversary Proceeding We Demand for a Mistrial," which the Court denied in a detailed 17-page order. (Pl.s' Mot. Exhibit 5, Order Denying Motion, May 22, 2020.) The Court rejected Ms. Nelums' claims that counsel for Plaintiff and SLS—the same firm previously representing Plaintiff in this foreclosure—committed fraud upon the court. (*Id.*)

In the month after granting summary judgment in the adversary proceeding, that court also dismissed Ms. Nelums' bankruptcy case. (Pl.s' Mot. Exhibit 6, Order Dismissing Bankr., April

[2] Defendants raised no objection to the Court's consideration of the court filings in the collateral proceedings. These filings are appropriate subjects for taking judicial notice, and the Court does so here.

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21, 2020; *see also* Foreclosure Order ¶ 9.) This dismissal caused the Special Referee to restore this foreclosure to the active docket, and then issue his Foreclosure Order and Judgment in July 2021. (*Id.*)[3] In so doing, he rejected Defendants' claim—renewed in their pending Temporary Injunction Motion—that Plaintiff does "not have the right to foreclose on the property because said defendant, and each of them, did not properly comply with the terms of plaintiffs own scrutinization requirement[.]" (Def.s' Mot. Temp. Inj. at 29, ¶ 59.) In rejecting this claim, the Court noted that the bankruptcy court had already resolved Ms. Nelums' claim that Plaintiff lacked standing to foreclose. (Foreclosure Order at 8.)[4] The Special Referee then issued a $150,000 appellate-bond order. (Order Setting Appeal Bond, July 1, 2021.)

C. Defendants' Frivolous RICO Lawsuit and Appeal

While the case was proceeding towards a foreclosure sale, Defendants again turned to the federal courts by filing a *pro se* complaint in alleging RICO claims against Bankruptcy Judge John E. Waites, Special Referee Jeffrey Tzerman, foreclosure counsel, Defendants' prior retained counsel, Plaintiff, and SLS (Case No. 3:21-cv-2161). (Pl.s' Mot. Exhibit 7, Report and Recommendation, Aug. 31, 2021; Pl.s' Mot. Exhibit 8, Order Adopting R&R, Feb. 2, 2022.) Defendants commenced the lawsuit by filing a "Motion for an *Ex-Parte* Temporary Restraining

[3] When the case was restored to the active roster in 2017, Attorney Adrianne L. Turner was listed as counsel of record for Defendants. She originally appeared as counsel for Defendants in 2014, about a year after they had filed their counterclaims pro se. (Not. Appearance, July 2014.) She represented Defendants when this Court granted Plaintiff's motion for judgment on the pleadings. Although she moved to withdraw as counsel in April 2021, no order granting the withdrawal was filed until February 10, 2023. Plaintiff does not seek sanctions against Ms. Turner and the Court determines that she has *not* been involved in the numerous frivolous filings from Defendants in any way.

[4] This Court has reviewed the filings from the bankruptcy proceedings that were filed with the Motion and agrees that the issues raised again by Defendants here have been raised and ruled upon already. Each court to have considered Defendants' challenges to the foreclosure have rejected them. So too does this Court.

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Order, Show Cause Order, and Permanent Injunction with Asset Freeze," which the District Court characterized as "frivolous" for four reasons. (Pl.s' Mot. Exhibit 6, R&R at 4–7.) The District Court dismissed the action and Defendants appealed (Case No. 22-1223). The Fourth Circuit Affirmed in June 2022. (Pl.s' Mot. Exhibit 9, Unpublished Op., June 27, 2022.)

D. Status of the 2017 Foreclosure

In August 2022, Plaintiff gave notice of a September 7, 2022, foreclosure sale. Six days before the sale, Defendants filed their *pro se* Temporary Injunction Motion with this Court. The 47-page motion purports to assert 11 causes of action: lack of standing, fraud in the concealment, fraud in the inducement, intentional infliction of emotional distress, slander of title, quiet title, declaratory relief, violation of TILA, violation of RESPA, rescission, and anti-trust. This filing is frivolous as it raises the same issues Defendants had previously raised and had rejected in the previous proceedings. The motion also improperly and without any evidentiary support accuses Plaintiff, its counsel, and this Court of wrongdoing, fraud, ethics violations, and even treason. Because of the allegations created the appearance of impropriety, the Special Referee recused himself in November 2022. Plaintiff's counsel also withdrew for the same reasons.

E. Plaintiff's Attempts to Confer with Defendants

On February 7, 2023, Plaintiff's counsel notified Defendants by letter that it intended to file its Motion for sanctions, enclosing a copy of the draft motion. (Pl.s' Mot. Exhibit 10, Letter to Defendants.) The letter gave Defendants ten days to withdraw their Motion for Temporary Injunction and to agree to allow the foreclosure sale to proceed.[5] Plaintiff's counsel mailed and

[5] Although not required by Rule 11 or the FCPSA, DBNT gave this pre-filing notice out of an abundance of caution and so Defendants could be on notice that their frivolous conduct could result in monetary and non-monetary sanctions. *Burns v. Universal Health Servs. Inc*., 340 S.C. 509,

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emailed a second letter on February 21, 2023, giving borrowers through Friday, February 24, 2023, to withdraw the motion. (Pl.s' Mot. Exhibit 11, Letter to Defendants (without enclosures).) Defendants failed to respond to Plaintiff's attempts to resolve the matter in good faith.

Based on the record and arguments presented at the hearing, the Court concludes that Defendants have abused the judicial process and engaged in a pattern of frivolous litigation aimed at stalling the foreclosure instead of the rightful administration of contested issues before the Court. The Court also finds that Defendants have been given ample opportunity to withdraw their frivolous filings and avoid the entry of this Order by the Court, but have refused or declined to do so despite notice that such filings could result in sanctions. As a result, the Court finds this gatekeeper order is reasonable, necessary, and appropriately tailored to address Defendants' conduct. The Court further finds it has the authority to enter this gatekeeper order under Rule 11, SCRCP, the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 through -100 ("FCPSA"), and its inherent authority.

Conclusions of Law[6]

"[A] court of equity may properly intervene to prevent continued and vexatious litigation[.]" *Ramantanin v. Poulos*, 240 S.C. 13, 25, 124 S.E.2d 611, 617 (1962). The State's courts have a history of issuing such pre-filing injunctions. *See Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 165 n.18, 758 S.E.2d 483, 498 n.18 (2014). Rule 11 and the FCPSA anticipate them as well. *Ex parte Bon Secours-St. Francis Xavier Hosp., Inc.*, 393 S.C. 590, 598, 713 S.E.2d 624, 628 (2011) (authorizing trial courts to issue under Rule 11 "a directive of a nonmonetary

514, 532 S.E.2d 6, 9 (Ct. App. 2000) (requiring notice and an opportunity to respond to any motion for sanctions under Rule 11, SCRCP).

[6] Any conclusions of law that are findings of fact shall be so regarded, and vice-versa.

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nature designed to deter the party or the party's attorney from bringing any future action in bad faith."); S.C. Code Ann. § 15-36-10 (authorizing sanctions that include "a directive of a nonmonetary nature, including injunctive relief, designed to deter a future frivolous action or an action in bad faith."). A trial court "has inherent power to do all things reasonably necessary to the administration of justice in the case before it," *State-Rec.*, 332 S.C. at 349, 504 S.E.2d at 593 (1998), including those necessary "to punish for offenses that are calculated to obstruct, degrade, and undermine the administration of justice." *Miller v. Miller*, 375 S.C. 443, 455, 652 S.E.2d 754, 760 (Ct. App. 2007) (quoting *Brandt v. Gooding*, 368 S.C. 618, 628, 630 S.E.2d 259, 264 (2006)).

"[B]ecause many of the terms used in the [FCPSA] also appear in Federal Rule 11, the South Carolina courts may look to decisions interpreting the Federal Rule to determine what constitutes a proper purpose and good faith with respect to potential liability of attorneys under the [FCPSA]." *Father v. S.C. Dep't of Soc. Servs*., 345 S.C. 57, 72 n.34, 545 S.E.2d 523, 531 n.34 (Ct. App. 2001) (quoting Susan Taylor Wall & Joseph R. Weston, *An Analysis of Current Theories of Liability*, 45 S.C. L.Rev. 857, 871 (1994)), *aff'd*, 353 S.C. 254, 578 S.E.2d 11 (2003). The Fourth Circuit uses a four prong test for deciding when a gatekeeper order is warranted: (1) the party's history of litigation, in particular whether he has filed vexatious, harassing, or duplicative lawsuits; (2) whether the party had a good-faith basis for pursuing the litigation, or simply intended to harass; (3) the extent of the burden on the courts and other parties resulting from the party's filings; and (4) the adequacy of alternative sanctions. *Cromer v. Kraft Foods N. Am., Inc.*, 390 F.3d 812, 818 (4th Cir. 2004).[7] Pre-filing injunctions are appropriate where a litigant repeatedly

[7] Other states have adopted the *Cromer* test. *Barrington v. Dyer*, 282 N.C. App. 404, 409, 872 S.E.2d 88, 93 (N.C. Ct. App. 2022) (affirming trial court's gatekeeper order under *Cromer* standard). Thus, the Court concludes it is the proper test to be applied here.

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sues "everyone that did anything even remotely connected to a foreclosure." *Scott v. U.S. Bank, N.A.*, No. 2:09-cv-516, 2011 WL 10618730, at *1 (E.D. Va. Oct. 14, 2011).

The *Cromer* elements are met here. *First*, Defendants have a history of *pro se* filings in state and federal court. Given the duplicative claims and arguments they have raised, Defendants have a history of "vexatious, harassing, or duplicative lawsuits" establishing the first prong. This is especially true given that other courts have previously considered and rejected Defendants' foreclosure challenges. *Second*, Defendants have presented no good-faith basis for accusing DBNT and well-respected members of the South Carolina Bar of fraud, ethical violations, and even starting "a war against South Carolina. [sic] constitution," and claiming they "will be jailed." (Mot. Temp. Inj. at 7, ¶ 11.) *Kalos v. Centennial Sur. Assocs.*, No. CCB-12-1532, 2012 WL 6210117, at *6 (D. Md. Dec. 12, 2012) (considering litigants' decision to sue counsel connected to previous litigation in granting pre-filing injunction). Such claims can be intended only to harass those parties and stall the foreclosure. *Third*, Defendants repeated frivolous filings have placed a burden on Plaintiff and its counsel, as well as the now nine judges across four courts who have been called to respond to Defendants' claims. Further, Defendants have been put on notice by a federal judge that their claims were frivolous. *Id*. (considering prior warnings that claims were frivolous when granting gatekeeper order).

Fourth, monetary sanctions cannot address Defendants' repeated abuses of the court system and the waste of time their filings have caused. Defendants' involvement in foreclosure proceedings suggest they may not have liquid assets available to satisfy monetary sanctions. Defendants' repeated filings seek only to stall Plaintiff's ability to sell the Property at foreclosure and secure the equitable relief this Court has already determined it is entitled to. A sanction short of prohibiting Defendants from presenting frivolous filings would be inadequate.

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As a result, the Court finds and concludes that the gatekeeper order Plaintiff seeks is both appropriate and narrowly tailored to permit Plaintiff to exercise its remedies under the mortgage.

Order

Therefore, it is **ORDERED** that:

1. Defendants are **PROHIBITED** from filing, presenting, or serving additional documents, papers, or pleading related to the Property, Plaintiff, SLS, and/or this foreclosure until the Property can be sold and the foreclosure proceedings completed unless (i) Defendants secure leave of the undersigned to present the document to the Clerk of Court, or (ii) the filing is signed by a member of the South Carolina Bar in good standing. This order is not meant to prohibit Defendants from resorting to the judicial branch to redress the claims, but is necessary to prevent additional frivolous proceedings from being initiated by Defendants. *Defendants are cautioned that a failure to comply with the provisions of this order is punishable by contempt of Court.*

2. The Clerk of Court is **ORDERED** that it may *not* accept for filing any document, paper, or pleading from Defendants in this foreclosure unless it is accompanied by a separate Order from the undersigned permitting the filing or unless it is signed by a member of the South Carolina Bar in good standing. Plaintiff's counsel is **ORDERED** to provide a copy of this order to the Clerk of Court, specifically directing her and her deputies' attention to this provision of the Order.

3. To remedy Defendants' frivolous pleadings aimed at delaying this matter and ensure this foreclosure proceeds towards a timely resolution, it is **ORDERED** that Plaintiff shall file a motion to refer this matter to a special referee in this matter given the recusal of the Richland County Master in Equity. Upon the filing of such motion, the Richland County Clerk of Court refer this matter to another appropriate special referee for the resolution of all remaining issues and judgments necessary in this action. *See* Rule 53, SCRCP. Upon the entry of the order of

ELECTRONICALLY FILED - 2023 Oct 31 4:17 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

reference, the special referee shall be further empowered to enforce, modify, or amend the terms of this gatekeeper order as he or she deems appropriate to remedy the frivolous litigation in which Defendants have engaged to date.

4. Plaintiff's counsel is **ORDERED** to serve a copy of this order on Defendants by regular mail and to file a certificate of service, in accordance with Rule 5, SCRCP.

IT IS SO ORDERED.

[Court's electronic signature page to follow.]

ELECTRONICALLY FILED - 2023 Oct 31 4:17 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

Richland Common Pleas

Case Caption: Deutsche Bank National Trust Company , plaintiff, et al vs Christopher Nelums , defendant, et al

Case Number: 2017CP4001687

Type: Order/Sanctions

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

ELECTRONICALLY FILED - 2024 Jan 09 8:24 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, Plaintiff, vs. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, Defendants.	Civil Action No. 2017-CP-40-01687 **Order of Reference**

Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is foreclosure action for 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16) (the "Property") and may be referred to a Master in Equity in the above entitled county by order of the Clerk of Court. Because the Richland County Master in Equity has previously recused himself, this is an appropriate action to be referred to a special referee.

IT IS HEREBY ORDERED that this action is referred with finality to Ben Miller of McKenzie Lybrand, LLP as special referee (the "Special Referee") in this action to oversee the foreclosure sale of the Property and enforce the October 31, 2023 Order entered by this Court. The Special Referee shall retain jurisdiction to perform all necessary acts incident to the foreclosure sale and to the enforcement of the October 31, 2023 Order. Any appeal from the Special Referee's order(s) shall be governed by Rule 53(e), SCRCP.

[Electronic Signature of the Clerk of Court to Follow.]

ELECTRONICALLY FILED - 2024 Jan 09 8:24 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

Richland Common Pleas

Case Caption: Deutsche Bank National Trust Company , plaintiff, et al vs Christopher Nelums , defendant, et al

Case Number: 2017CP4001687

Type: Order/Referred to Master or Special Referee

So Ordered

s/Jeanette W. McBride, by Virginia F. Belcher,
Chief Deputy Clerk of Court

ELECTRONICALLY FILED - 2024 Aug 20 4:42 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, PLAINTIFF, VS. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-40-01687 **RULE TO SHOW CAUSE**

(241136.00207)

Pursuant to Circuit Court Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Now, therefore, upon reading the Petition filed herein and upon the motion of counsel for the Plaintiff,

IT IS ORDERED that Janet L. Nelums and Christopher Nelums and/or any other occupant(s) residing at ***813 N Highland Forest Drive Columbia, SC, 29203*** do show cause before the undersigned, The Honorable Ben N. Miller, III, Special Referee for Richland County, at the Richland County Judicial Center, 1701 Main Street, Courtroom 2C, Columbia, SC 29201on the **10th day of September, 2024, at 02:00 PM**, or as soon thereafter as counsel may be heard, as to why an Order Granting Writ of Assistance should not be issued by this Court to the Sheriff of Richland County, SC ordering and directing him to remove, peaceably or by force, the Defendant, together with any and all persons claiming under said Defendant, and all of their personal property located within or on the subject premises as set forth in the Petition.

IT IS FURTHER ORDERED that this Rule to Show Cause may be personally served upon Defendant or occupant by the Sheriff, by process server, or by any other means provided in Rule 4 of the South Carolina Rules of Civil Procedure.

Ben N. Miller, III
Special Referee for Richland County

Columbia, South Carolina

August 20, 2024

BNM Page 1

WE SO MOVE:
SCOTT AND CORLEY, P.A.

By: _____

Ronald C. Scott (rons@scottandcorley.com), SC Bar #4996
Reginald P. Corley (reggiec@scottandcorley.com), SC Bar #69453
Angelia J. Grant (angig@scottandcorley.com), SC Bar #78334
Allison E. Heffernan (allisonh@scottandcorley.com), SC Bar #68530
H. Guyton Murrell (guytonm@scottandcorley.com), SC Bar #64134
Jordan D. Beumer (jordanb@scottandcorley.com), SC Bar #104074
ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

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ELECTRONICALLY FILED - 2024 Aug 20 4:42 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

ELECTRONICALLY FILED - 2024 Sep 11 11:44 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, PLAINTIFF, VS. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-40-01687 **WRIT OF ASSISTANCE**

(241136.00207)

THIS WRIT OF ASSISTANCE APPLIES TO ALL OCCUPANTS AND OTHERS (including their possessions) WITH RESPECT TO THE PROPERTY DESCRIBED BELOW.

This matter came before me regarding the above named Defendant(s) Janet L. Nelums and Christopher Nelums **or any occupant of the property located at 813 N Highland Forest Drive, Columbia, SC 29203**, to issue a Writ of Assistance by this Court to the Sheriff of Richland County, South Carolina, ordering and directing him to remove, peaceably or forcibly, the Defendant(s) Janet L. Nelums and Christopher Nelums, together with any and all persons claiming under and through said Defendants, and this Writ of Assistance specifically and further authorizing the removal of all of their personal property, no matter the type, kind, or value, which is located within or on the subject premises described herein; and said judicial authorization herein shall be accomplished with the removal of said personal property to the curb.

It appears that the subject premises were sold by judicial sale held on April 1, 2024. As a result of said sale, the Plaintiff became the owner of the subject property by virtue of a Master's Deed filed in Book R2924, page 2697 in the Office of the Register of Deeds for Richland County. Therefore, Plaintiff is entitled to possession of the subject premises.

By virtue of the completion of the April 1, 2024 judicial foreclosure sale and the deficiency judgment foreclosure sale held on May 1, 2024 and issuance by the Court the judicial Foreclosure Deed, the mortgage that is the subject of this foreclosure action was, at that time, released by operation of law, as well as in bidding compliance with the prior Order of Judgment of Foreclosure and Sale heretofore entered by this Court as to the subject property.

Plaintiff is the "Immediate Successor in Interest" as defined under the Protecting Tenants at Foreclosure Act ("PTFA"). Protecting Tenants at Foreclosure Act of 2009 §§ 701-703, Pub. L. 111-22, Div. A, Title VII §§ 701-703, as restored by Public Law 115-174, Section 304 of the Economic Growth, Regulatory Relief, and Consumer Protection Act of 2018.

Page 1

ELECTRONICALLY FILED - 2024 Sep 11 11:44 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

In accordance with the PTFA, and as evidenced by the Affidavit filed herein, Plaintiff provided sufficient, requisite notice to Defendant(s) and any occupant(s) of potential rights that may be afforded any such Defendant(s) or occupant(s) of the subject property under the PTFA; and

No Defendant nor occupant has replied or otherwise asserted any interest in the real property (including any improvements thereon) described in the Special Referee's Deed dated May 13, 2024, and recorded in the Office of the RMC/ROD for Richland County in Book R2924, page 2697 on May 20, 2024.

NOW, THEREFORE,

UPON MOTION OF Scott and Corley, P.A., attorney for Plaintiff,

IT IS HEREBY ORDERED that the Plaintiff is entitled to recover possession of the below described property.

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being about seven (7) miles North of the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 16 and 17, Block G, Section II, Highland Forest Subdivision, as more fully shown and delineated on a plat of Highland Forest Subdivision (Section II) by McMillan Engineering Company dated July 17, 1972, last revised on September 24, 1973, and recorded in the Office of the Clerk of Court for Richland County in Plat Book X at Page 2809.

Lot 16:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate) and Jane Gill and Ray P. Turner, individually, dated May 18, 1999 and recorded May 21, 1999 in Book 308 at Page 2191 in the Office of the Register of Deeds of Richland County, South Carolina.

Lot 17:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate), and Jane Gill and Ray P. Turner, individually, dated December 9, 2000 and recorded December 11, 2000 in Book 465 at Page 1703 in the Office of the Register of Deeds of Richland County, South Carolina.

TMS No. 11916-2-16

Property address: 813 N Highland Forest Drive, Columbia, SC 29203

IT IS FURTHER ORDERED that, upon service of a copy of this Order, the Sheriff of Richland County, South Carolina or his authorized deputies be, and they hereby are, directed and authorized to post a copy of this Order, and/or serve a copy of this Order upon the occupant(s) of the referenced property.

ORDERED, ADJUDGED AND DECREED that the Sheriff of Richland County is herein and hereby ordered and directed to, with whatever force necessary, eject and remove from the premises the occupants and their personal possessions from the real property located at ***813 N Highland Forest***

Page 2

Drive, Columbia, SC 29203 with the individuals occupying the property to be removed not before October 7, 2024.

IT IS SO ORDERED

Ben N. Miller, III
Special Referee for Richland County

Columbia, South Carolina
Sept. 10, 2024

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ELECTRONICALLY FILED - 2024 Sep 11 11:44 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

2013CP4003334

CIVIL ACTION COVERSHEET

Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002

Plaintiff(s)

-CP- -

vs.

Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc.,

Defendant(s).

RICHLAND COUNTY FILED 2013 JUN -6 AM 9:30 JEANETTE W. McBRIDE C.C.P. & G.S.

Submitted By: **Nicholas N. Sears, Jr.** **SC Bar #:** **78031**

Address: **Johnson & Freedman, LLC** **Telephone #:** **(770) 234-9131**

1587 Northeast Expressway **Fax #:** **(770) 234-9192**

Atlanta, Georgia 30329 **Other:** **1-800-631-5131**

E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION ***(Check all that apply)***

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

☐ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.

☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.

☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.

☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION *(Check One Box Below)*

Contracts	**Torts - Professional**	**Torts – Personal Injury**	**Real Property**
☐ Constructions (100)	☐ Dental Malpractice	☐ Assault/Slander/Libel	☐ Claim & Delivery (400)
☐ Debt Collection	☐ Legal Malpractice	☐ Conversion (310)	☐ Condemnation (410)
☐ Employment (120)	☐ Medical Malpractice	☐ Motor Vehicle Accident	☒ Foreclosure (420)
☐ General (130)	Previous Notice of Intent	☐ Premises Liability (330)	☐ Mechanic's Lien (430)
☐ Breach of Contract (140)	Case # 20____-CP-_____-	☐ Products Liability (340)	☐ Partition (440)
☐ Other (199)	☐ Notice/ File Med Mal	☐ Personal Injury (350)	☐ Possession (450)
	☐ Other (299)	☐ Wrongful Death (360)	☐ Building Code Violation (460)
		☐ Other (399)	☐ Other (499)

Inmate Petitions	**Administrative Law/Relief**	**Judgments/Settlements**	**Appeals**

- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus
- ☐ Other (599)

- ☐ Reinstate Drv. License
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent
- ☐ Other (799)

- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (760)
- ☐ Other (799)

- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Commission (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other

- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)

- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

Submitting Party Signature: _____ **Date:** 6/22/13

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002

Plaintiff(s)

vs.

Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.:

RICHLAND COUNTY
FILED
2013 JUN -6 AM 9:30
JEANETTE W. WALKER
C.C.P. & G.S.

SUMMONS AND NOTICE
NON-JURY MORTGAGE FORECLOSURE
Deficiency Judgment

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise to appear and defend, and to serve a copy of your said Answer upon subscribers at their office, 1587 Northeast Expressway, Atlanta, GA 30329, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty(30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid; the Plaintiff in this action will apply to the Court for relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE AND MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a *guardian ad litem* within thirty (30) days after service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Richland County, which Order shall,

pursuant to Rule 53(b) of the SCRCP, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

May 22, 2013

JOHNSON & FREEDMAN, LLC

Nicholas N. Sears, Jr., SC Bar No.: 78031
1587 Northeast Expressway
Atlanta, Georgia 30329
(770) 234-9181 (Telephone)
ATTORNEYS FOR THE PLAINTIFF

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002 Plaintiff(s) vs. Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc., Defendant(s).	IN THE COURT OF COMMON PLEAS CASE NO.: **COMPLAINT** **NON-JURY MORTGAGE FORECLOSURE** **Deficiency Judgment**

RICHLAND COUNTY
FILED
2013 JUN -6 AM 9:30
JEANETTE W. McBRIDE
C.C.P. & G.S.

The Plaintiff above named, complaining of the Defendant(s) herein, alleges:

1. The Plaintiff is a corporation or other legal entity organized and existing under the laws of one of the states of the United States and claims an interest in the real estate which is described hereafter.

2. Upon information and belief no Defendant is serving, or has served, in the military service of the United States of America as contemplated under the Service Members' Civil Relief Act.

3. Concurrently with the filing of this Complaint the Plaintiff has filed with the Office of the Clerk of Court for Richland County a Lis Pendens giving notice of the pendency of this lawsuit.

4. On or about August 6, 2002, for value received Christopher Nelums and Janet L. Nelums made, executed and delivered unto IndyMac Bank, F.S.B. a Note ("Note") in the principal sum of $112,000.00 together with an original interest rate of 9.875%.

5. The note has been endorsed in blank and is in the plaintiff's possession, and the plaintiff is therefore a holder of the note and a proper party plaintiff in this action.

6. To secure payment of the Note according to the terms and conditions thereof, Christopher Nelums and Janet L. Nelums made, executed and delivered unto IndyMac Bank, F.S.B. a certain real estate Mortgage ("Mortgage") covering the following described property:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being about seven (7) miles north of the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 16 and 17, Block G, Section II, Highland Forest Subdivision, as more fully shown and delineated on a plat of Highland Forest Subdivision (Section II) by McMillan Engineering Company dated July 17, 1972, last revised on September 24, 1973, and recorded in the Office of the Clerk of Court for Richland County in Plat Book X at Page 2809.

Tax Map No. 11916-02-16

Lot 16
Being the same property conveyed to Christopher Nelums and Janet L. Nelums by deed of Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Jane Gill individually and as Personal Representative of the Estate of Timothy M. Swindler, Ray Turner, and Nancy W. Swindler Personal Representative of the Estate of Timothy M. Swindler dated 5/18/99 and recorded 5/21/99 in Book 308 Page 2191 in the Office of the Register of Deeds for Richland County.

Lot 17
Being the same property conveyed to Christopher Nelums and Janet L. Nelums by deed of Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Jane Gill individually and as Personal Representative of the Estate of Timothy M. Swindler, Ray Turner, and Nancy W. Swindler Personal Representative of the Estate of Timothy M. Swindler dated 12/9/2000 and recorded 12/11/2000 in Book 0465 Page 1703 in the Office of the Register of Deeds for Richland County.

TMN: 11916-02-16
Property Address: 813 N. Highland Forest Drive, Columbia, SC 29203

7. The property secured by the Mortgage is residential property.

8. The Mortgage is owned, securitized or guaranteed by Fannie Mae, Freddie Mac or by a servicer partcipating in the Home Affordable Modification Program (HMP), but is not subject to modification under the HMP for the following reason(s):

a. HAMP Modification Solicitation has been completed.

b. Loss Mitigation alternatives have been exhausted.

c. Previous HAMP Modification of the subject mortgage.

9. The Mortgage was signed, witnessed, probated and thereafter recorded in the office of the Register of Deeds/Clerk of Court for Richland County on August 20, 2002 in Mortgage Book 695 at Page 1050.

10. Thereafter the Note and Mortgage were assigned to the Plaintiff herein by assignment dated August 6, 2002 and recorded on May 21, 2004 in Book 00937 at Page 3357 in the Office of the Register of Deeds in Richland County.

11. Plaintiff is informed and believes that the title holders of record of the subject property as of the filing of the Lis Pendens in this action were Christopher Nelums and Janet L. Nelums.

12. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff to, or on behalf of, the Mortgagor(s) and constitutes a First mortgage lien on the mortgaged premises.

13. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth herein, or some part thereof, but Plaintiff alleges that such interests or liens are junior or subordinate to the lien of the Plaintiff's Mortgage, or do not attach to the property which is the subject of this action, or have been paid in full and not satisfied of record. The liens or interests are of record in the Register of Deeds or Clerk of Court and are described as follows:

a. The Defendant, Alfred Riley and Elizabeth Riley, are made a party hereto because the Plaintiff is informed and believes that said Defendant may claim a Judgment lien against the subject real estate by virtue of a Judgment in the sum of $7,555.00 entered against Christopher Nelums and Janet L. Nelums. This judgment was filed on July 21, 2004 in the Office of the Clerk of Court for Richland County.

b. The Defendant, Best Distributing Company, is made a party hereto because the Plaintiff is informed and believes that said Defendant may

claim a Judgment lien against the subject real estate by virtue of a Judgment in the sum of $6,013.56 entered against Christopher Nelums and Janet L. Nelums. This judgment was filed on July 25, 2008 in the Office of the Clerk of Court for Richland County.

c. The Defendant, Coastal Concrete Southeast, LLC, is made a party hereto because the Plaintiff is informed and believes that said Defendant has a Judgment lien against the subject real estate by virtue of a Judgment in the sum of $2,153.91 entered against Christopher Nelums and Janet L. Nelums. This judgment was filed on October 26, 2007 Book 1370 Page 1487 in the Office of the Clerk of Court for Richland County.

14. Pursuant to the terms of the Mortgage, any sums paid by the Plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the Mortgage.

15. According to the terms of the Mortgage, and as additional security, the Mortgagor(s) assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to the Mortgage, the mortgagee, its successors and assigns, was given the right to have a Receiver appointed of the rents, issues, and profits, towards debt secured by the Mortgage.

16. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for August 1, 2010, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtness due and payable, and that there is due on the Note and Mortgage as of August 1, 2010, the principal sum of $128,124.03, with interest from July 1, 2010, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

17. Pursuant to Section 37-3-105, South Carolina Code of Laws (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code.

18. The Plaintiff a deficiency judgment in the event of a sale of the real estate herein does not yield a sum sufficient to satisfy all indebtness due unto the Plaintiff, including costs and attorney's fees.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein and that:

1. The amount due upon the Note and Mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

2. The Plaintiff's Mortgage be declared a first mortgage lien and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for costs of this action.

3. The mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with the attorney's fees aforesaid, and

Third, the surplus if any be distributed according to law.

4. An Order be entered directing and empowering the Sheriff of Richland County, South Carolina, to place the successful purchaser at the foreclosure sale in possession of the property hereinabove described should the same become necessary.

5. An Order be entered for the ejectment of the Defendants in possession herein and all persons claiming there under and the removal there from all furnishings, fixtures

and items not subject to the lien of the Plaintiff's Mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the subject property by placing the property on the public street or highway or by any other means.

6. An Order be entered for reimbursements of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

7. An Order be entered for deficiency judgment against Christopher Nelums and Janet L. Nelums.

8. An Order be entered for such other and further relief as may be just and proper.

May 22, 2013

JOHNSON & FREEDMAN, LLC

Nicholas N. Sears, Jr., SC Bar No.: 78031
1587 Northeast Expressway
Atlanta, Georgia 30329
(770) 234-9181 (Telephone)
ATTORNEYS FOR THE PLAINTIFF

NOTICE
REQUIRED BY
THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1601, et seq, as amended

1. The amount of the debt as of the date of this Complaint is $128,124.03. This amount is subject to change because of interest, late charges and other fees accrued.
2. Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002 at 2900 Esperanza Crossing, Austin, TX 78758 is the creditor to whom the debt is owed.
3. The debt described in the attached Complaint will be assumed to be valid by this firm unless you dispute the validity of the debt or some portion thereof, within thirty (30) days after the receipt of this notice.
4. If you notify this firm in writing, within thirty (30) days after the receipt of this notice that the debt or some portion thereof is disputed, this firm will obtain verification of the debt and will mail verification to you.
5. If the Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a written request to this firm within thirty (30) days after the receipt of this notice, we will mail you the name and address of the original creditor.
6. Written requests under this Act should be made to:



7. For information and/or assistance as to the total amount needed to either bring your loan current, or to pay off your loan in full, or for information as to alternatives to avoid foreclosure contact our office at (770) 234-9181.
8. This notice does **not** relieve you from your duty to serve a written answer to the Complaint within the thirty (30) day period required by the Summons. The relief

sought by the Plaintiff will be strictly enforced.

THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept. 1, 2002,	)	CIVIL CASE NO.: 2013-CP-40-3334
Plaintiff,	)	**DEFENDANTS CHRISTOPHER NELUMS AND JANET L. NELUMS' ANSWER AND COUNTERCLAIM (JURY TRIAL DEMANDED)**
v.	)	
Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC and Imperial Warehouse Finance, Inc.,	)	
Defendants.	)	

2013 JUL -1 AM 11:47
C.C.P. & G.S.

The above listed Defendants Christopher Nelums and Janet L. Nelums, answering the Complaint of the Plaintiff, allege as follows:

1. Each and every allegation not specifically admitted, qualified or explained is denied.

2. References to paragraphs in this Answer are references to the paragraphs of the Plaintiff's Complaint unless specifically stated otherwise.

3. The Defendants do not have sufficient information or knowledge to form a belief as to the allegations contained in paragraphs 1 and 2 and therefore deny the same.

4. The Defendants admit to allegations in Paragraph 3.

5. Upon information and belief, the Defendants admit the allegations found in paragraphs 4, 5, and 6 but crave reference to any enumerated documents.

6. The Defendants admit allegations found in paragraph 7.

7. Upon information and belief, the Defendants admit the allegations found in paragraphs 8, 9, and 10 but crave reference to any enumerated documents.

8. The Defendants do not have sufficient information or knowledge to form a belief as to the allegations contained in paragraph 11 and therefore deny the same.

9. Upon information and belief, the Defendants admit allegations found in paragraphs 12, 13, 14 and 15 but crave reference to any enumerated documents.

10. The Defendants deny allegations found in paragraphs 16, 17 and 18 and specifically crave reference to any enumerated documents.

AS A FIRST DEFENSE AND AS A COUNTERCLAIM

11. Defendants incorporate all responses and/or allegations of paragraphs 1 through 10 above into this defense and counterclaim.

12. Defendants have brought numerous issues to the Plaintiff and/or its predecessors about inconsistencies including but not limited to the amount of the initial construction loan, missing draw payments, overcharging during the closing, improper allocation of payments, sporadic increase in interest rates, and overall mismanagement of the mortgage loan.

13. Plaintiff and/or its predecessors have yet to address the many issues brought up by the Defendants.

14. As such, Plaintiff's complaint should be dismissed, an auditing of the mortgage should be done and Defendants should receive credit for all over payments and mismanagement of the loan.

AS A SECOND DEFENSE AND AS A COUNTERCLAIM

15. Defendants incorporate all responses and/or allegations of paragraphs 1 through 14 above into this defense and counterclaim.

16. Upon information and belief, Plaintiff failed to perform all the necessary pre-foreclosure conditions including but not limited to the failure to provide the required notice of acceleration.

17. As such, Plaintiff's complaint should be dismissed.

AS A THIRD DEFENSE AND AS A COUNTERCLAIM

18. Defendants incorporate all responses and/or allegations of paragraphs 1 through 17 above into this defense and counterclaim.

19. Upon information and belief, Plaintiff and/or its predecessors has breached its contract with the Defendants.

20. As such, Plaintiff's complaint should be dismissed and the underlying loan should be rescinded and all over payment refunded to the Defendants.

AS A FOURTH DEFENSE AND AS A COUNTERCLAIM

21. Defendants incorporate all responses and/or allegations of paragraphs 1 through 20 above into this defense and counterclaim.

22. Upon information and belief, Plaintiff and/or its predecessors has violated the Truth in Lending Act in one or more ways.

23. As such, Plaintiff's complaint should be dismissed and the underlying loan should be rescinded and all over payment refunded to the Defendants.

AS A FIFTH DEFENSE AND AS A COUNTERCLAIM

24. Defendants incorporate all responses and/or allegations of paragraphs 1 through 23 above into this defense and counterclaim.

25. Upon information and belief, Plaintiff and/or its predecessors has violated the Real Estate Settlement Procedures Act in one or more ways.

26. As such, Plaintiff's complaint should be dismissed and the underlying loan should be rescinded and all over payment refunded to the Defendants.

AS A SIXTH DEFENSE AND AS A COUNTERCLAIM

27. Defendants incorporate all responses and/or allegations of paragraphs 1 through 26 above into this defense and counterclaim.

28. Upon information and belief, Plaintiff and/or its predecessors has committed predatory lending in one or more ways.

29. As such, Plaintiff's complaint should be dismissed and the underlying loan should be rescinded and all over payment refunded to the Defendants.

AS A SEVENTH DEFENSE AND AS A COUNTERCLAIM

30. Defendants incorporate all responses and/or allegations of paragraphs 1 through 29 above into this defense and counterclaim.

31. Upon information and belief, Plaintiff and/or its predecessors has committed predatory mortgage servicing.

32. As such, Plaintiff's complaint should be dismissed and the underlying loan should be rescinded and all over payment refunded to the Defendants.

AS A EIGHTH DEFENSE AND AS A COUNTERCLAIM

33. Defendants incorporate all responses and/or allegations of paragraphs 1 through 32 above in this defense and counterclaim.

34. Upon information and belief, Plaintiff and/or its predecessors have violated the Fair Debt Collection Practices Act for failure to verify the debt including a full accounting of payments made and how they were applied.

35. As such, Plaintiff's complaint should be dismissed and the underlying loan should be rescinded and all over payment refunded to the Defendants.

AS A NINTH DEFENSE AND AS A COUNTERCLAIM

36. Defendants incorporate all responses and/or allegations of paragraphs 1 through 35 above in this defense and counterclaim.

37. Upon information and belief, this lawsuit filed by the Plaintiff amounts to malicious prosecution. Specifically, Plaintiff previously filed the same lawsuit, 2011-CP-40-1053, in Richland County against Defendants over two years ago alleging the same facts but failed to provide documentation verifying the loan at that time which resulted in the dismissal of that case.

38. Plaintiff instituted this lawsuit with malice, without proper verifying documentation which continues to be a nuisance to the Defendants.

39. This unwarranted suit amounts to harassment has caused Defendants injury and damage.

40. As such, Plaintiff's complaint should be dismissed.

WHEREFORE, having fully answered the Plaintiff's Complaint and having presented their own counterclaims, the Defendants pray:

1. For an Order of this Court dismissing the Plaintiff's Complaint;

2. For an Order of this Court granting Defendants counterclaims and awarding actual and punitive damages for the same; and

3. For such other and further relief as the Court may deem to be just and proper.

DEMAND FOR JURY TRIAL

The Defendants demand a jury trial.

BY: Janet L. Nelums
Christopher Nelums
Janet L. Nelums
813 N Highland Forest Dr
Cola SC. 29203
(803) 730-6003

Columbia, South Carolina

July 1, 2013

Sworn to before me this 1st of July 2013.
Danielle P. Nelums

DANIELLE P. NELUMS NOTARY PUBLIC SOUTH CAROLINA COMMISSION EXPIRES JUN 14, 2021

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Plaintiff, vs. Christopher Nelums, et al. Defendant.	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT CASE NO.: 2013-CP-40-03334 **MOTION AND ORDER INFORMATION FORM AND COVERSHEET**

Plaintiff's Attorney: Sarah B. Nielsen, Bar No. _____ Address: Nelson Mullins, P.O. Box 11070, Columbia, SC 29211 Phone: 803.799.2000Fax 803.256.7500 E-mail: sarah.nielsen@nelsonmullins.comOther: _____	Defendant's Attorney: Adrianne L. Turner, Bar No. _____ Address: P.O. Box 210638, Columbia, SC 29221 Phone: 803.467.8687 Fax_____ E-mail: _____Other: _____

2014 JUL -7 PM 2:55

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion for Judgment on the Pleadings as to Defendants' Counterclaims
Estimated Time Needed: 20 minutes Court Reporter Needed: ☒ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff /☐ Defendant — July 7, 2014 Date submitted

SECTION III: Motion Fee

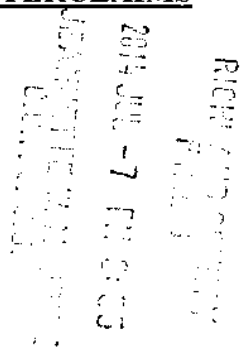
☒ PAID – AMOUNT: $ _____
☐ EXEMPT: (check reason)
- ☐ ~~Rule to Show Cause in Child or Spousal Support~~
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by: MeHS Date Filed: 7/7/14
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Security Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated September 1, 2002,	)	Civil Action No. 2013- CP-40-03334
Plaintiff,	)	**MOTION FOR JUDGMENT ON THE PLEADINGS AS TO DEFENDANTS' COUNTERCLAIMS**
vs.	)	
Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC, and Imperial Warehouse Finance, Inc.,	)	
Defendants.	)	



Plaintiff Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Security Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated September 1, 2002 ("Plaintiff"), by and through its undersigned counsel, hereby moves this Court pursuant to Rule 12(c) of the South Carolina Rules of Civil Procedure, for judgment on the pleadings as to Defendants Christopher Nelums and Janet Nelums' ("Defendants") counterclaims. The grounds for this motion are as follows:

1. Defendants assert nine counterclaims against Plaintiff: (1) accounting, (2) failure to provide notice of default and right to cure, (3) breach of contract/rescission, (4) violation of the Truth in Lending Act ("TILA"), (5) violation of the Real Estate Settlement and Procedures Act ("RESPA"), (6) predatory lending, (7) predatory servicing, (8) violation of the Fair Debt Collection Practices Act ("FDCPA"), and (9) malicious prosecution. Each of these claims fails as a matter of law or is insufficiently pled pursuant to the South Carolina Rules of Civil Procedure and, on that basis, Plaintiff seeks judgment in its favor on the counterclaims.

2. First, Defendants' accounting claim is insufficient as a matter of law. In South Carolina, "[a]n action for an accounting sounds in equity." *Historic Charleston Holdings, LLC v. Mallon*, 381 S.C. 417, 427, 673 S.E.2d 448, 453 (2009). "Equitable relief is generally available only where there is no adequate remedy at law." *Santee Cooper Resort, Inc. v. S.C. Pub. Serv. Comm'n*, 298 S.C. 179, 185, 379 S.E.2d 119, 123 (1989). Here, Defendants claim that "an auditing of the mortgage should be done and Defendants should receive credit for all over payments and mismanagement of the loan." (Ans. & Countercl. at ¶ 14.) Defendants cannot succeed on the accounting counterclaim because an adequate remedy at law exists pursuant to a breach of contract cause of action. *See, e.g., EllisDon Constr., Inc. v. Clemson Univ.*, 391 S.C. 552, 555, 707 S.E.2d 399, 401 (2011) ("A party failing to fulfill the requirements of its legal remedy cannot later come to the courts complaining of hardship, seeking an equitable remedy."). If Defendants believed specific payments were not properly applied, or that there were any other contractual breaches by CitiMortgage, they could have pursued a properly pled breach of contract cause of action, identifying which payments they

believed were misapplied.[1] Therefore, an adequate remedy at law was available to Defendants, they failed to utilize that remedy, and there is no need for equitable relief. For this reason, Plaintiff seeks judgment on the pleadings as to Defendants' accounting claim pursuant to Rule 12(c), SCRCP.

3. Second, Defendants' accounting claim fails for lack of a fiduciary relationship between the parties. *See Rogers v. Salisbury Brick Corp.*, 299 S.C. 141, 144, 382 S.E.2d 915, 917 (1989). In South Carolina, it is well-established that the relationship between a bank and its customer is one of creditor-debtor and is not fiduciary in nature. *See Regions Bank v. Schmauch*, 354 S.C. 648, 671, 582 S.E.2d 432, 444 (Ct. App. 2003). Because no fiduciary relationship exists between Plaintiff and Defendants, Defendants' accounting claim fails as a matter of law. *See Blackwood* Trial Court Order, attached hereto as Exhibit "1."

4. Defendants' claim for failure to provide notice of default and right to cure similarly fails based on a review of the pleadings. In accordance with Rule 10(c), SCRCP, the Court may consider any document "which is an exhibit to a pleading and made a part thereof *for all purposes* if a copy is attached to such pleading." S.C. R. Civ. P. 10(c)(emphasis added). Attached to Plaintiff's Amended Reply to Answer and Counterclaim is a copy of the October 6, 2010 default and right to cure letter, which on its face, evidences without question that the notice was mailed to Defendants. *See Calder v. Commercial Casualty Co.*, 182 S.C. 240, 245, 188 S.E. 864, 866 (1936) (holding there is a "presumption of law" that a letter is received when it is mailed); *see also Brazell*, 384 S.C. at 516, 682 S.E.2d at 826 (holding it is proper to consider a document attached to a

[1] Defendants' breach of contract claim fails to identify the contract or the term of the contract purportedly breached by Plaintiff. (*See* Ans. & Countercl. at ¶¶ 18–20.)

pleading at the 12(b)(6) stage); *Burns v. Gardner*, 328 S.C. 608, 616 n.8, 493 S.E.2d 356, 360 (Ct. App. 1997). Accordingly, Plaintiff seeks judgment in its favor.

5. With respect to Defendants' breach of contract cause of action, it is not properly pled under Rule 8, SCRCP, in that it fails to identify the contract or term purportedly breached by Plaintiff and, therefore, does not state "a short and plain statement of facts showing that the pleader is entitled to relief." S.C. R. Civ. P. 8(a). Further, Defendants are seeking rescission of the contract, as opposed to purported damages, and, therefore, they were required to plead facts of fraud or deceit and tender of consideration back to Plaintiff. *See Warr v. Carolina Power & Light Co.*, 237 S.C. 121, 125, 115 S.E.2d 799, 801 (1960) ("We have held that a defrauded party to a contract may tender back the consideration by him and sue for a rescission of the contract, or retain the consideration and sue for damages."); *see also* S.C. R. Civ. P. 9(b). Here, Defendants have not outlined any of the elements of fraud and deceit—or even alleged fraudulent or deceitful actions by Plaintiff—and, therefore, the counterclaim is "fatally defective" and judgment must be entered in favor of Plaintiff on the pleadings. *See Warr*, 237 S.C. at 125, 115 S.E.2d at 801 (citing *Jones v. Cooper*, 234 S.C. 477, 109 S.E.2d 5 (1959)). "Hardship alone provides no basis for relieving one from a contract." *McMaster v. Strickland*, 305 S.C. 527, 531, 409 S.E.2d 440, 443 (Ct. App. 1991).

6. Additionally, "[a]t common law, a party seeking rescission of an executed contract . . . must be able to return or tender the benefits he received under the contract." *Baeza v. Robert E. Lee Chrysler, Plymouth, Dodge, Inc.*, 279 S.C. 468, 472, 309 S.E.2d 763, 766 (Ct. App. 1983). Here, Defendant Janet Nelums admits that she signed the Note, borrowing $112,000.00, and Defendants signed a Mortgage securing

that payment obligation. (*See* Ans. & Countercl. at ¶ 5 (admitting Paragraphs 4,5, and 6 of the Complaint and referring to the documents referenced).) Yet, in the Answer and Counterclaim, Defendants fail to plead their ability to tender the return of the funds borrowed in order to state facts sufficient to constitute rescission of the contract. For these reasons, Plaintiff seeks judgment as a matter of law on the breach of contract cause of action.

7. Defendants' TILA and RESPA claims fail to comply with Rule 8, SCRCP, and are barred by the statute of limitations. Defendants make blanket allegations that Plaintiff "violated the Truth in Lending Act [and Real Estate Settlement Procedures Act] in one or more ways." (Ans. & Countercl. at ¶¶ 22, 25.) Defendants fail to state the facts of the purported violations or the statutory provisions allegedly violated, thereby violating Rule 8, SCRCP.

8. Moreover, the loan which is the subject of this action was originated in 2002. (*See* Compl. at ¶¶ 4–6; Ans. & Countercl. at ¶ 5 (admitting execution of the Note and Mortgage).) In order to pursue a TILA cause of action, a borrower must assert the claim for damages within one year of the closing of the loan or a rescission claim within three years of the closing of the loan. *See* 15 U.S.C. §§ 1635(f), 1640(e); *see also McLeod v. PB Investment Corp.*, No. 11-1259, 2012 U.S. App. LEXIS 16054 (4th Cir. Aug. 1, 2012) (affirming dismissal due to the claim for TILA violations being time-barred). Here, the counterclaims were asserted in 2013—eleven years after the closing of Defendants' loan. Unquestionably, any TILA claim is time-barred. *See, e.g., Drennan v. PNC Bank, NA*, 622 F.3d 275, 303 (3d Cir. 2010) ("[A] claim for damages under TILA. . . is subject to a one-year limitations period that begins to run from the date

the loan closed."); *Johnson v. Mortg. Elec. Registration Sys.*, 252 Fed. Appx. 293, 294 (11th Cir. 2007) (holding that a TILA claim for rescission in response to a complaint for foreclosure was time-barred because it fell outside the three-year time limit); *Beach v. Ocwen Fed. Bank*, 523 U.S. 410, 419 (1998) (holding "the Act[TILA] permits no federal right to rescind, defensively or otherwise, after the 3-year period of § 1635(f) has run"); *Jamerson v. Miles*, 421 F. Supp. 107, 111 (N.D. Tex. 1976) (holding that "[b]ecause plaintiff failed to bring this action within three years after she acquired the right to rescind, the case must be dismissed for lack of subject matter jurisdiction"). Because the TILA claim was asserted more than three years after the closing of the loan, it is time-barred and Plaintiff is entitled to judgment on the pleadings. *See Field* Trial Court Order, attached hereto as Exhibit "2."

9. Defendants' RESPA claim is also barred by the statute of limitations. While Defendants fail to identify which provision of RESPA was allegedly violated, the statute of limitations for private actions is either one or three years, depending on the provision allegedly violated. *See* 12 U.S.C. § 2614 ("Any action pursuant to the provisions of section 6, 8, or 9 may be brought in the United States district court or in any other court of competent jurisdiction . . . within 3 years in the case of a violation of section 6 and 1 year in the case of a violation of section 8 or 9[.]") As noted above, because Defendants' loan was closed in 2002, any RESPA claims associated with the loan's origination is barred by the one and three year statute of limitations. Therefore, Defendants' RESPA counterclaim fails to state facts sufficient to constitute a cause of action and must be dismissed, with prejudice, as it is time-barred.

10. Defendants' two purported claims for predatory lending and predatory servicing are not recognized in South Carolina common law. A review of South Carolina case law evidences that there are no claims, elements, or recitations of law on these two purported counterclaims. Additionally, Defendants do not cite to any statutory basis for these claims. Thus, the claims simply do not exist and Defendants have not stated facts sufficient to constitute a cause of action under these purported theories. *See* S.C. R. Civ. P. 8(a); *Watson & Howell Builders v. Billingsley*, 310 S.C. 39, 41, 424 S.E.2d 43, 45 (Ct. App. 1992) ("Rule 8(a) of the S.C. Rules of Civil Procedure determines the sufficiency of a pleading."). To the extent this Court construes the claims as common law claims for negligence, negligent misrepresentation, or breach of contract, such claims are barred by a three-year statute of limitations as to "predatory lending" since the loan was originated in 2002. *See* S.C. Code Ann. § 15-3-530 (outlining three-year statute of limitations on common law claims).

11. Defendants also assert a claim for purported violation of the FDCPA. (*See* Ans. & Countercl. at ¶¶ 33–35.) Defendants' only allegation in this regard is as follows: "Plaintiff and/or its predecessors have violated the Fair Debt Collection Practices Act for failure to verify the debt including a full accounting of payments made and how they were applied." (*Id.* at ¶ 34.) However, Defendants' claim fails as a matter of law because—based on Defendants' own admissions—the Plaintiff does not qualify as a "debt collector" under the FDCPA. Debt collector is defined as one "who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted *to be owed or due another*." 15 U.S.C. § 1692a(6) (emphasis added). It specifically excludes a creditor collecting its own debts. *See id.* In the Answer and Counterclaim, Defendants

admit that the note has been endorsed in blank and is in the Plaintiff's possession, thereby making it the noteholder and collecting its own debt. (*See* Ans. & Countercl. at ¶ 5.) Because this counterclaim is asserted against the creditor-Plaintiff, it fails as a matter of law and judgment in favor of Plaintiff is proper under Rule 12(c), SCRCP. *See Stoudemire v. Ray*, No. 3:09-2485, 2012 U.S. Dist. LEXIS 31290, at *7–8 (D.S.C. Feb. 9, 2012) ("The FDCPA applies only to 'debt collectors' as that terms is defined in the statute, and creditors, mortgagors, and mortgage servicing companies are not debt collectors under the FDCPA and are therefore exempt from liability under the FDCPA.").

12. Further, there is no allegation that Defendants disputed the debt after being served with the foreclosure law firm's notice in this action. The public record evidences that Defendants were served with the foreclosure law firm's FDCPA notice on June 6, 2013. *See* Affidavits of Service, attached hereto as Exhibit "3." The FDCPA notice states that Defendants had thirty (30) days from service to dispute the validity of the debt with the foreclosure law firm—Johnson & Freedman, LLC. *See* FDCPA Notice filed on June 6, 2013, attached hereto as Exhibit "4." If Defendants did not dispute the debt in writing within the 30 day period, "[t]he debt described in the attached Complaint will be assumed to be valid by the firm." *Id.* Having failed to allege that they disputed the debt within the 30 day period, Defendants have failed to state facts sufficient to constitute a cause of action against any entity.

13. Defendants' malicious prosecution cause of action similarly fails as a matter of law. The foreclosure action, Civil Action No. 2011-CP-40-1053, was dismissed by joint stipulation of the parties, without prejudice to re-file. *See* Stipulation

of Dismissal, attached hereto as Exhibit "5."[2] It is well-established that a party seeking to recover for malicious prosecution must plead and establish termination of the prior proceedings *in the party's favor*. *See, e.g., Jordan v. Deese*, 317 S.C. 260, 261–62, 452 S.E.2d 838, 838 (1995) ("There are six elements which must be proven in a malicious prosecution action: (1) institution or continuation of original judicial proceedings, either civil or criminal; (2) by, or at the instance of, the defendants; (3) termination of such proceedings in plaintiff's favor; (4) malice in instituting the proceedings; (5) lack of probable cause; and (6) resulting injury or damage."). In this case, with the dismissal being by way of consent and without prejudice, Defendants cannot and have not stated a claim for malicious prosecution. Therefore, Plaintiff seeks judgment in its favor pursuant to Rule 12(c), SCRCP. *See Carter v. South Carolina*, No. 6:99-3876, 1999 U.S. Dist. LEXIS 21930, at *21–22 (D.S.C. Dec. 7, 1999) ("An action dismissed without prejudice may not serve as a componential predicate for a malicious prosecution action; malicious prosecution requires that the predicate action be terminated in the malicious prosecution plaintiff's favor.").

[2] This Court may take judicial notice of all the documents filed in this matter and the 2011 matter without converting the motion to summary judgment because Defendants reference the prior lawsuit in their counterclaim and all documents filed therein and in this action are matters of public record. *Davenport v. Peidmont Mfg. Co.*, 169 S.C. 165, 168 S.E. 394 (1933) (ruling on a demurrer and noting that "[i]t is a matter of common knowledge, as well as a mater of law and of the public records of Greenville County, of all of which the Court will take judicial notice, that the school building referred to in the complaint at which the plaintiff is alleged to have been injured was, at the time of the alleged injury, and still is, a part of school district No. D-4 of Greenville County"); *State v. Little*, 227 S.C. 60, 69, 86 S.E.2d 875, 879 (1955) (stating that a sentence "would commence to run from the day he was incarcerated, yet such sentence is a public record, and this Court can take judicial notice of it"); *Brazell v. Windsor*, 384 S.C. 512, 515, 682 S.E.2d 824, 826 (2009) ("In our view, allowing a trial court to consider documents that are incorporated by reference in the complaint but not actually attached thereto prevents a plaintiff from benefiting from his own oversight or from surviving a motion to dismiss by intentionally omitting documents upon which their claims are based."); *see also Darcangelo v. Verizon Commc'ns, Inc.*, 292 F.3d 181, 195 n.5 (4th Cir. 2002) ("Because [the Plaintiffs] rel[y] on the agreement[s] in [their] complaint, it [i]s proper for the district court to consider [them] in ruling on the motion to dismiss.") (citing *New Beckley Mining Corp. v. Int'l Union, UMWA*, 18 F.3d 1161, 1164 (4th Cir. 1994)).

14. Defendants have failed to state facts sufficient to constitute legally cognizable counterclaims under South Carolina law, and, therefore, Plaintiff respectfully requests judgment on the pleadings in its favor.

This Motion is further based on the pleadings, affidavits, and other documents that may be filed in this case, the South Carolina Rules of Civil Procedure, the applicable statutory and case law of South Carolina, and any memorandum of law or other supporting materials to be submitted prior to, at, or subsequent to a hearing on this Motion.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

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Attorneys for Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Security Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated September 1, 2002

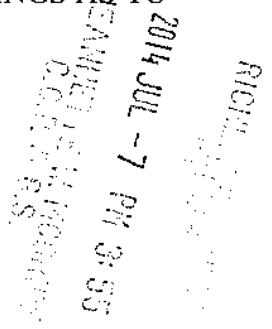
Columbia, South Carolina

7/7, 2014

CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for CitiMortgage, Inc., do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: MOTION FOR JUDGMENT ON THE PLEADINGS AS TO DEFENDANTS' COUNTERCLAIMS



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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, Plaintiff, vs. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, Defendants.	Civil Action No. 2017-CP-40-01687 **Plaintiff's Motion for Sanctions Against Janet and Christopher Nelums and Entry of a Gatekeeper Order** and **Memorandum in Support**

Janet and Christopher Nelums ("Borrowers") have filed repeated, frivolous pleadings across four different courts over the last three years, all in an effort to forestall the foreclosure of their property. Each effort has been soundly rejected by the state and federal courts; one court has already called their filings "frivolous." Even after a foreclosure judgment has been entered by this Court, Borrowers have continued their vexatious litigation, most recently filing their pending 47-page *pro se* "Motion for a Temporary Injunction and Appointment of Receivers" in which they accuse the court and counsel of ethics violations, fraud, and even treason.

As a result, DBNT moves for sanctions under Rule 11, SCRCP, the South Carolina Frivolous Civil Proceedings Sanctions Act ("FCPSA"), and the Court's inherent authority. It seeks monetary sanctions to reimburse it for fees and costs in responding to their frivolous filings. DBNT also requests that the Court enter a vexatious-litigant gatekeeper order enjoining Borrowers from filing new documents related to the property until it can be sold and the foreclosure completed, unless the Court grants them leave or a licensed attorney signs the filing.

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Factual and Procedural Background[1]

In August 2002, Janet L. Nelums signed a $112,000 note to DBNT's predecessor-in-interest. (**Exhibit 2**, Special Referee's Foreclosure Order and J. ¶ 11, July 1, 2021.) Borrowers also signed a first-priority mortgage on 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16) (the "Property"), which was recorded in the County Register of Deeds. (*Id.* ¶ 12.)

A. 2013 Foreclosure Proceedings

Borrowers defaulted on the mortgage, (*id.* ¶ 10), and DBNT sued them and others for foreclosure. (*Id.* ¶ 4.) Borrowers answered and counterclaimed for (1) accounting; (2) failure to provide default notice; (3) breach of contract/rescission; (4) violation of the Truth in Lending Act; (5) violation of the Real Estate Settlement and Procedures Act; (6) predatory lending; (7) predatory servicing; (8) violation of the Fair Debt Collection Practices Act; and (9) malicious prosecution. (*Id.* ¶ 5.) The Clerk of Court referred the case to the Master in Equity in February 2014, but in November 2014, the Master recused himself. (*Id.* ¶ 4.) The Circuit Court then granted DBNT's motion for judgment on the counterclaims. (**Exhibit 3**, Order Granting Mot. for J. on the Pleadings, July 16, 2015; Foreclosure Order ¶ 5.) Then in November 2015, the case was stricken from the active roster under Rule 40(j), SCRCP. (*Id.* ¶ 4.)

B. 2017 Foreclosure Proceedings and Ms. Nelums's Bankruptcy

DBNT restored the case to the roster in March 2017 (Case No. 2017-CP-40-01687) and the Clerk of Court referred the case to the Honorable Jeffrey M. Tzerman, Special Referee. (*Id.*)

[1] Given the number of proceedings filed across four courts, DBNT files as a composite exhibit the dockets from the different cases. (**Exhibit 1**, Complied Court Dockets.) It also attaches various court orders relevant to this Motion for Sanctions. The Court may consider these public records here and take judicial notice of them. *Freeman v. McBee*, 280 S.C. 490, 494, 313 S.E.2d 325, 327 (1984) (courts may take judicial notice of public records); *Brazell v. Windsor*, 384 S.C. 512, 515, 682 S.E.2d 824, 826 (2009) (considering certain documents outside the Complaint).

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With few other options left, Ms. Nelums petitioned for relief under Chapter 13 of the Bankruptcy Code (Case No. 18-05885-jw) in November 2018, and the Court stayed the foreclosure, (Foreclosure Order ¶ 9.). Ms. Nelums then filed an adversary proceeding against DBNT and its servicing-agent, Specialized Loan Servicing LLC ("SLS") (Case No. 19-80032-jw), in May 2019. (*See* **Exhibit 4**, Bankr. Order on Summ. J., March 17, 2020.)

After discovery, the Bankruptcy Court granted summary judgment against Ms. Nelums. (*Id*. at 1.) Among other arguments, the Bankruptcy Court rejected Ms. Nelums' claims that DBNT and SLS (1) were not creditors under the Bankruptcy Code; (2) lacked rights of payment under Article 3 of the South Carolina Commercial Code; (3) lacked standing to foreclose on the note and mortgage; (4) could not enforce the note and mortgage because of securitization; and (5) had no valid note and mortgage because servicing/pooling agreements between DBNT and SLS rendered them void. (*Id*. at 6–19.) Ms. Nelums' bankruptcy counsel withdrew shortly after the order. Ms. Nelums then filed a 112-page motion with 353 pages of attachment *pro se* titled "Motion Fraud Upon the Court Bogus Adversary Proceeding We Demand for a Mistrial," which the Court denied in a detailed 17-page order. (**Exhibit 5**, Order Denying Motion, May 22, 2020.) The Court rejected Ms. Nelums' claims that counsel for DBNT and SLS—the same firm representing DBNT in this foreclosure—committed some type of fraud upon the court. (*Id.*)

The month after granted summary judgment in the adversary proceeding, that court also dismissed Ms. Nelums' bankruptcy case. (**Exhibit 6**, Order Dismissing Bankr., April 21, 2020; *see also* Foreclosure Order ¶ 9.) This dismissal caused the Special Referee to restore this foreclosure to the active docket, and then issue his Foreclosure Order and Judgment in July 2021. (*Id.*) In so doing, he rejected Borrowers' claim—renewed in their pending Temporary Injunction Motion—that DBNT does "not have the right to foreclose on the property because said defendant,

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and each of them, did not properly comply with the terms of plaintiffs own scrutinization requirement[.]" (Mot. Temp. Inj. at 29, ¶ 59.) In rejecting this claim, the Court noted that the bankruptcy court had already resolved Ms. Nelums' claim that DBNT lacked standing to foreclose. (Foreclosure Order at 8.) The Special Referee then issued a $150,000 appellate-bond order. (Order Setting Appeal Bond, July 1, 2021.)

C. Borrowers' Frivolous RICO Lawsuit and Appeal

While the case was proceeding towards a foreclosure sale, Borrowers again turned to the federal courts by filing a *pro se* complaint in alleging RICO claims against Bankruptcy Judge John E. Waites, Special Referee Jeffrey Tzerman, foreclosure counsel, Borrowers' prior retained counsel, DBNT, and SLS (Case No. 3:21-cv-2161). (**Exhibit 7**, Report and Recommendation, Aug. 31, 2021; **Exhibit 8**, Order Adopting R&R, Feb. 2, 2022.) Borrowers commenced the lawsuit by filing a 116-page "Motion for an *Ex-Parte* Temporary Restraining Order, Show Cause Order, and Permanent Injunction with Asset Freeze," which the District Court characterized as "frivolous" for four reasons. (Exhibit 6, R&R at 4–7.) It dismissed the action and Borrowers appealed (Case No. 22-1223). The Fourth Circuit Affirmed in June 2022. (**Exhibit 9**, Unpublished Op., June 27, 2022.)

D. Status of the 2017 Foreclosure

In August 2022, DBNT gave notice of a September 7, 2022, foreclosure sale. But six days before the sale (and undeterred by the six different orders previously dismissing their frivolous claims), Borrowers filed their *pro se* Temporary Injunction Motion. That 47-page motion asserts 11 causes of action: lack of standing, fraud in the concealment, fraud in the inducement, intentional infliction of emotional distress, slander of title, quiet title, declaratory relief, violation of TILA,

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violation of RESPA, rescission, and anti-trust. (*Id*.) It also accuses DBNT, its counsel, and the Court of wrongdoing, fraud, ethics violations, and even treason:

- Accusing the Special Referee of committing crimes: "Courts have repeatedly ruled that judge [sic] have no immunity for their criminal acts. Since both treason and the interference with interstate commerce are criminal acts; no judge has immunity to engage in such acts[.]" (*Id*. at 3, ¶ 3.)
- Accusing DBNT's counsel of perjury and treason: "On information and belief, Pursuant to Art. V, § 4 of the South Carolina Constitution, Rule 402(k), the Oath of Office for [DBNT's Attorneys] in violation due to perjury of oath of office, and denial of due process; due to his/her willful aiding and abetting of a fraud, and, utter rebellion, War against the Constitution for the United States." (*Id*. at 7, ¶ 12.) "On information and belief, S.C. Supreme Court justice Donald Beatty Stated That any judge or attorney who start a war against South Carolina. constitution will be jailed." (Mot. at 7, ¶ 11.)
- Making Accusations of Fraud: "[DBNT and its counsel] has [sic] demonstrated an extraordinary pattern and practice of deceit and fraud in the handling of his assets and by his actions to misappropriate assets belonging to others." (*Id*. at 20, ¶ 51.)

Because of the allegations created the appearance of impropriety, the Special Referee recused himself in November 2022. DBNT's counsel also withdrew for the same reasons. The Temporary Injunction Motion has not been scheduled for a hearing as no special referee or master is currently assigned to the case.

E. DBNT's Attempts to Confer with Borrowers and their Counsel

When the case was restored to the active roster in 2017, Attorney Adrianne L. Turner was listed as counsel of record for Borrowers. DBNT does *not* seek any sanctions against Ms. Turner,

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nor does it suggest she has done anything improper. She originally appeared as counsel for Borrowers in 2014, about a year after they had filed their counterclaims *pro se*. (Not. Appearance, July 2014.) She represented Borrowers when the Court granted DBNT's motion for judgment on the pleadings. Although she moved to withdraw as counsel, (Mot. Withdraw Counsel, April 20, 2021), no order granting the withdrawal has been filed, (Foreclosure Order ¶ 6). DBNT's counsel conferred with Ms. Turner by email on January 16, 2023, notifying her that it (1) would consent to her withdrawal; (2) intended to move for sanctions; and (3) was seeking permission from her to speak directly with Borrowers about the sanction motion and the case given her attempted withdrawal. Ms. Turner responded the same day acknowledging the email and consenting to entry of an order allowing her to withdraw as counsel. (*See* Mot. Substitute and Withdraw, February 7, 2023.) She also consented to DBNT's counsel contacting Borrowers. (*Id*.)

On February 7, 2023, DBNT's counsel notified Borrowers by letter that it intended to file this motion for sanctions, enclosing a copy of the draft motion and serving Borrowers with the Motion to Substitute and Withdraw. (**Exhibit 10**, Letter to Borrowers (without enclosure).) The letter gave Borrowers ten days to withdraw their Motion for Temporary Injunction and to agree to allow the foreclosure sale to proceed.[2] DBNT's counsel mailed and emailed a second letter on February 21, 2023, giving borrowers through Friday, February 24, 2023, to withdraw the motion. (**Exhibit 11**, Letter to Borrowers (without enclosures).) As of this filing, however, Borrowers have not responded to DBNT's attempts to resolve this matter in good faith.

[2] Although not required by Rule 11 or the FCPSA, DBNT gave this pre-filing notice out of an abundance of caution and so Borrowers could be on notice that their frivolous conduct could result in monetary and non-monetary sanctions. *Burns v. Universal Health Servs. Inc*., 340 S.C. 509, 514, 532 S.E.2d 6, 9 (Ct. App. 2000) (requiring notice and an opportunity to respond to any motion for sanctions under Rule 11, SCRCP).

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Argument

Our Supreme Court has confirmed that, under Rule 11, SCRCP, "a trial judge has wide discretion in ordering sanctions." *Ex parte Bon Secours-St. Francis Xavier Hosp., Inc.*, 393 S.C. 590, 600, 713 S.E.2d 624, 629 (2011). So too does the Court have broad inherent authority to punish abuse of the judicial system, *State-Rec. Co., Inc. v. State*, 332 S.C. 346, 349, 504 S.E.2d 592, 593 (1998), as well as statutory authority under the FCPSA to sanction improper litigation conduct, *Ex parte Gregory*, 378 S.C. 430, 438, 663 S.E.2d 46, 50 (2008) (citing S.C. Code Ann. § 15-36-10 (2005). The Court's authority to sanction protects the sanctity of the judicial system, ensuring order and that parties do not abuse the process. The Court should use these three sources of authority to order Borrowers to pay DBNT's fees and costs in responding to their frivolous Temporary Injunction Motion. The Court should also enter a pre-filing injunction—sometimes known as a gatekeeper order—preventing Borrowers from presenting additional frivolous filings aimed at again stalling the foreclosure unless the Court grants them leave to file the document or the document is signed by a member of the South Carolina Bar.

I. Having already been rejected by the state and federal courts, Borrowers' frivolous claims are sanctionable under Rule 11, SCRCP and the FCPSA.

"Under Rule 11(a), SCRCP, a party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. The party and/or attorney may also be sanctioned for filing a pleading, motion, or other paper in bad faith whether or not there is good ground to support it." *Ex parte Gregory*, 378 S.C. at 437, 663 S.E.2d at 50 (citation omitted). Signing a court filing confirms that the filer "has read the pleading, motion or other paper; that to the best of [the filer's] knowledge, information and belief there is good ground to support it; and that it is not interposed for delay." Rule 11(a), SCRCP. If the filing does not meet this standard, the "court, upon motion or upon its own initiative, may impose upon the person

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who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading, motion or other paper, including a reasonable attorney's fee." *Id.* A *pro se* party, just like an attorney, is held to the same procedural and substantive requirements under the Rules of Civil Procedure. *See, e.g.*, *Christian v. Healy*, 435 S.C. 507, 868 S.E.2d 403 (Ct. App. 2021) (dismissing a pro se litigant's complaint for failing to comply with civil procedure rules).

"[T]he standard for sanctions under Rule 11 is essentially the same as that of the FCPSA." *Father v. S.C. Dep't of Soc. Servs.*, 353 S.C. 254, 262, 578 S.E.2d 11, 15 (2003). The FCPSA similarly confirms that a signature "of an attorney or a pro se litigant" on a filing carries with it certain assurances, including that "a reasonable attorney in the same circumstances would believe that under the facts [the filer's] claim or defense may be warranted under the existing law . . . and . . . would believe [the filer's] claim or defense is not frivolous, interposed for delay, or brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based." S.C. Code Ann. § 15-36-10(A)(3)(b) and (d). By its own plain text, the FCPSA's reasonable-attorney standard applies to attorneys and *pro se* parties. *Id.*; *see also Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 164, 758 S.E.2d 483, 497 (2014) (explaining that representation by counsel is immaterial for sanctioning a "party" under the FCPSA). Unlike Rule 11, the FCPSA "can be invoked against 'any person who takes part' in frivolous litigation." *Father v. S.C. Dep't of Soc. Servs*., 345 S.C. 57, 72 n.34, 545 S.E.2d 523, 531 n.34 (Ct. App. 2001), *aff'd*, 353 S.C. 254, 578 S.E.2d 11 (2003).

Here, Borrowers have violated both Rule 11 and the FCPSA by filing the Temporary Injunction Motion. Not only is the motion barely comprehensible, but it is supported by no affidavits, exhibits, or other evidence. It makes the same baseless accusations against DBNT and

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SLS, as well as their counsel and the Special Referee, that the Bankruptcy Court, the federal court, and the Fourth Circuit previously rejected. In fact, Borrowers copy and paste into their motion some of the same language used before and rejected by the courts:

Federal *ex parte* TRO Motion	**State Temporary Injunction Motion**
On information and belief Pursuant to Art V, § 4 of the South Carolina Constitution Rule 402(k), the Oath of Office for Attorneys John B. kelchiner, Sarah o. Leonard in violation due to perjury of his oath of office, and denial of due process; due to his/her willful aiding and abetting of a fraud, and, utter rebellion War, against the Constitution for the United States LPS put together a "network" of attorneys to help service its clients' foreclosure cases. In order to, be a, Pert of the LPS network, attorneys had to execute a "Network Agreement" with LPS.; ALL ATTORNEY'S [.]" (Mot. at 75, ¶ 217.)	On information and belief, Pursuant to Art. V, § 4 of the South Carolina Constitution, Rule 402(k), the Oath of Office for Attorneys Louise M. Johnson SC, H. Guyton Murrell in violation due to perjury of his other of office, and denial of due process; due to his/her willful aiding and abetting of a fraud, and, utter rebellion, War against the Constitution for the United States. LPS put together a "network" of attorneys to help service its clients' foreclosure cases. In order to be a part of the LPS network, attorneys had to execute a "Network Agreement" with LPS. ALL ATTORNEY'S[.]" (*Id*. at 7 ¶ 12.)
"That upon information and belief, the FDIC as receiver for IndyMac Federal Bank did not assignment of said Mortgage dated December 2, 2020, unto [DBNT] **Fraud Upon This Court**[.]" (*Id*. 67, ¶ 195.)	"That upon information and belief, the FDIC as receiver for IndyMac Federal Bank did not assignment of said Mortgage dated November 26, 2019 unto [DBNT]; **Fraud Upon This Court**[.]" (*Id*. 7–8, ¶ 15.)
"The mortgage assignment dated December 2, 2020, Document DBNTC filed March 1, 2021 8:11 am with The Richland Common Pleas Court is a forgery[.]" (*Id*. 108, ¶ 261.)	"The mortgage assignment dated November 26, 2019, Document DBNTC filed February 22 12:26 PM with The Richland Common Pleas Court is a forgery." (*Id*. at 8, ¶ 12.)
"The relevant statutes involved in this action involve . . . Civil Rights Act (Title 18 U.S.C. §§ 1983-1988); Under RICO (Title 18 U.S.C. §§ 1961-1965)." (*Id*. 6–7, ¶ 5.)	"Plaintiffs, [sic] acts Violated civil and Constitutional rights, under color of state law, violating federally protected Rights. These Violations create a cause of action under the Civil Rights Act (Title 18 U.S.C. §§ 1983-1988); Under RICO (Title 18 U.S.C. §§ 1961-1965)[.]" (*Id*. at 13–14, ¶ 33.)
"MERS never had nor will it ever have standing to enforce The illegal and fraudulent mortgage it filed against the properties in question. MERS never had nor will it ever have the authority to assign the Mortgage to any entity." (*Id*. at 39–40, ¶¶ 107.)	"Defendants request a determination of whether and plaintiffs Has Authority to foreclosure on the property. . . . defendants request all adverse claims to the real property be must determine by Article Ill Judge and Court." (*Id*. at 40, ¶¶ 112–13.)

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Borrowers even assert some of the same causes of action previously rejected by the Court in this very same action. Among others, Borrowers assert causes of action for "Violation of TILA," (*id.* at 40–42, ¶¶ 117–23), "Violation of RESPA," (*id*. at 42–43, ¶¶ 124–30), and rescission under TILA, (*id*. at 43–44, ¶¶ 131–35). Borrowers asserted these same claims in their original answer filed in 2013. And even when represented by counsel on those claims, the Court rejected them, granting DBNT judgment on the pleadings in a detailed order explaining the claims to be time-barred back in 2013. (*See* Exhibit 3, Order Granting J. on the Pleadings at 5–6, ¶ 10.) Surely they remain time-barred now, almost ten years later.

Given that many of Borrowers' allegations and claims have already been rejected by this Court on the merits and again rejected as "frivolous" by the federal court—an opinion adopted by the District Court and affirmed by the Fourth Circuit—they can hardly be said to be "warranted under existing law," "not frivolous, [or] interposed for delay[.]" S.C. Code Ann. § 15-36-10(A)(3)(b) and (d). Indeed, they are barred by a host of legal doctrines, including res judicata, collateral estoppel, judicial estoppel, and the law of the case. *Pye v. Aycock*, 325 S.C. 426, 433, 480 S.E.2d 455, 458 (Ct. App. 1997); *Carman v. S.C. Alcoholic Beverage Control Comm'n*, 317 S.C. 1, 6, 451 S.E.2d 383, 386 (1994); *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 251, 489 S.E.2d 472, 477 (1997); *Flexon v. PHC-Jasper, Inc.*, 413 S.C. 561, 571–72, 776 S.E.2d 397, 403 (Ct. App. 2015). Given the applicability of these doctrines, the Court may properly sanction Borrowers for their Temporary Injunction Motion. *Holmes v. E. Cooper Cmty. Hosp., Inc*., 408 S.C. 138, 155, 758 S.E.2d 483, 493 (2014) (sanctioning defendant for raising issue precluded by collateral estoppel); *Rutland v. Holler, Dennis, Corbett, Ormond & Garner (L. Firm)*, 371 S.C. 91, 98, 637 S.E.2d 316, 320 (Ct. App. 2006) ("In light of this unsuccessful procedural history, it is inconceivable that Rutland reasonably believed that his claims against Respondents were valid.").

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II. The Court should award DBNT its attorneys' fees and costs in responding to the Motion for Temporary Injunction.

When a motion is filed in violation of Rule 11, the Court may impose "an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading, motion or other paper, including a reasonable attorney's fee." *Runyon v. Wright*, 322 S.C. 15, 19, 471 S.E.2d 160, 162 (1996). "Under this Rule, a party . . . may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments." *Id*. To be entitled to an award of monetary sanction sunder the FCPSA, the party requesting sanctions must establish among other things that it "incurred attorney's fees and costs in defending against the action," and establish "the amount of the fees and costs." *Rutland v. Holler, Dennis, Corbett, Ormond & Garner (L. Firm)*, 371 S.C. 91, 98, 637 S.E.2d 316, 320 (Ct. App. 2006) (citing S.C. Code Ann. § 15-36-40)).

To date, DBNT has incurred $12,706.50 in fees and $942.83 in costs to monitor Borrowers' frivolous federal court lawsuit and appeal, evaluate Borrowers' Temporary Injunction Motion, develop a potential response, move for substitution of foreclosure counsel and withdrawal of Borrowers' counsel, and to file this motion and response. These fees are reasonable under the circumstances. *See Taylor v. Medenica*, 331 S.C. 575, 503 S.E.2d 458 (1998). DBNT asks the court to reserve ruling on the amount of the sanctions until the Court confirms that Borrowers have committed sanctionable conduct. Once it does, DBNT is prepared to offer affidavits and supporting documents detailing the amount of the fees incurred to date and through any hearing on Borrowers' motion and this motion for sanctions. *Rutland*, 371 S.C. at 98, 637 S.E.2d at 320 (permitting court to accept additional evidence after initial sanctions motion to establish total amount of fees and costs to be paid as a sanction under the FCPSA).

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III. The Court should also enter a Gatekeeper Order preventing Borrowers from further stalling the foreclosure sale under Rule 11, the FCPSA, and its inherent authority.

"[A] court of equity may properly intervene to prevent continued and vexatious litigation[.]" *Ramantanin v. Poulos*, 240 S.C. 13, 25, 124 S.E.2d 611, 617 (1962). The State's courts have a history of issuing such pre-filing injunctions. *See Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 165 n.18, 758 S.E.2d 483, 498 n.18 (2014). Rule 11 and the FCPSA anticipate them as well. *Ex parte Bon Secours-St. Francis Xavier Hosp., Inc*., 393 S.C. 590, 598, 713 S.E.2d 624, 628 (2011) (authorizing trial courts to issue under Rule 11 "a directive of a nonmonetary nature designed to deter the party or the party's attorney from bringing any future action in bad faith."); S.C. Code Ann. § 15-36-10 (authorizing sanctions that include "a directive of a nonmonetary nature, including injunctive relief, designed to deter a future frivolous action or an action in bad faith."). A trial court "has inherent power to do all things reasonably necessary to the administration of justice in the case before it," *State-Rec.*, 332 S.C. at 349, 504 S.E.2d at 593 (1998), including those necessary "to punish for offenses that are calculated to obstruct, degrade, and undermine the administration of justice." *Miller v. Miller*, 375 S.C. 443, 455, 652 S.E.2d 754, 760 (Ct. App. 2007) (quoting *Brandt v. Gooding*, 368 S.C. 618, 628, 630 S.E.2d 259, 264 (2006)).

The South Carolina Supreme Court hasn't yet spoken to the elements for a gatekeeper order, but "because many of the terms used in the [FCPSA] also appear in Federal Rule 11, the South Carolina courts may look to decisions interpreting the Federal Rule to determine what constitutes a proper purpose and good faith with respect to potential liability of attorneys under the [FCPSA]." *Father v. S.C. Dep't of Soc. Servs.*, 345 S.C. 57, 72 n.34, 545 S.E.2d 523, 531 n.34 (Ct. App. 2001) (quoting Susan Taylor Wall & Joseph R. Weston, *An Analysis of Current Theories of Liability*, 45 S.C. L.Rev. 857, 871 (1994)), *aff'd*, 353 S.C. 254, 578 S.E.2d 11 (2003). The Fourth Circuit uses a four prong test for deciding when a gatekeeper order is warranted: (1) the

party's history of litigation, in particular whether he has filed vexatious, harassing, or duplicative lawsuits; (2) whether the party had a good-faith basis for pursuing the litigation, or simply intended to harass; (3) the extent of the burden on the courts and other parties resulting from the party's filings; and (4) the adequacy of alternative sanctions. *Cromer v. Kraft Foods N. Am., Inc.*, 390 F.3d 812, 818 (4th Cir. 2004).[3] Pre-filing injunctions are appropriate where a litigant repeatedly sues "everyone that did anything even remotely connected to a foreclosure." *Scott v. U.S. Bank, N.A.*, No. 2:09-cv-516, 2011 WL 10618730, at *1 (E.D. Va. Oct. 14, 2011).

The *Cromer* elements are met here. *First*, Borrowers have a history of *pro se* filings in state and federal court. Given the duplicative claims and arguments they have raised, Borrowers have a history of "vexatious, harassing, or duplicative lawsuits" establishing the first prong. *Second*, Borrowers have no good-faith basis for accusing DBNT and well-respected members of the South Carolina Bar of fraud, ethical violations, and even starting "a war against South Carolina. [sic] constitution," and claiming they "will be jailed." (Mot. Temp. Inj. at 7, ¶ 11.) This is especially true given Borrowers filed no evidence supporting their claims. *Kalos v. Centennial Sur. Assocs.*, No. CCB-12-1532, 2012 WL 6210117, at *6 (D. Md. Dec. 12, 2012) (considering litigants' decision to sue counsel connected to previous litigation in granting pre-filing injunction). Such claims can be intended only to harass those parties and stall the foreclosure. *Third*, Borrowers repeated frivolous filings—mostly copied and pasted from other documents and the internet—have placed a burden on DBNT and its counsel, not to mention the now nine judges across four courts over nearly ten years who have been called to respond to Borrowers' claims. This is all the more

[3] Although South Carolina has not yet adopted the *Cromer* test, other states have done so. *Barrington v. Dyer*, 282 N.C. App. 404, 409, 872 S.E.2d 88, 93 (N.C. Ct. App. 2022) (affirming trial court's gatekeeper order under *Cromer* standard).

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true because Borrowers have been put on notice by a federal judge that their claims were frivolous. *Id*. (considering prior warnings that claims were frivolous when granting gatekeeper order).

Fourth, monetary sanctions cannot address Borrowers' repeated abuses of the court system and the utter waste of time their filings have caused. Borrowers' involvement in foreclosure proceedings suggest they may not have liquid assets available to satisfy monetary sanctions. That said, Mr. Nelums—who did not sign the promissory note underlying this foreclosure—at least has sufficient assets to run for South Carolina Commissioner of Agriculture in 2022, making nearly $10,000 in contributions and loans to his own campaign. That he *may* have personal assets sufficient to pay a sanction does not make such a sanction adequate, though. Borrowers' repeated filings seeking injunctive relief stall DBNT's ability to sell the Property at foreclosure and secure the equitable relief this Court has already determined it is entitled to. By definition, any sanction short of prohibiting Borrowers from presenting frivolous filings would be inadequate.

Overall, the gatekeeper order DBNT seeks is both appropriate and narrowly tailored to permit DBNT to exercise its remedies under the mortgage. DBNT does not seek to prohibit Borrowers from resorting to the judicial branch to redress the claims. It merely seeks to ensure that their future filings and claims are reviewed for frivolity by the Court or a licensed member of the South Carolina Bar before being accepted by the Clerk and before Borrowers can again delay the foreclosure sale of the Property.

Conclusion

Borrowers have improperly used the state and federal courts to perpetuate their frivolous claims and accusations. Their repeated filings across four courts have fallen far short of "securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the

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proceedings are based." Nothing short of monetary sanctions and a gatekeeper order will adequately address their conduct. Thus, DBNT moves the Court to:

A. find Borrowers have engaged in sanctionable conduct;

B. order reimbursement of DBNT's attorneys' fees and costs;

C. enter a vexatious-litigant gatekeeper order enjoining Borrowers from presenting additional filings related to the Property and/or this foreclosure until the Property can be sold and the foreclosure completed unless (i) they secure leave of the Court to present the filing to the Clerk of Court, or (ii) the filing is signed by a member of the South Carolina Bar; and

D. such further and proper relief necessary to remedy the sanctionable conduct as the Court may deed just and proper.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: */s/ Matthew A. Abee*
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Attorneys for Plaintiff Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002

Columbia, South Carolina
February 27, 2023

Exhibit 1

Relevant Court Dockets

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Bankruptcy Docket

In re Janet Louise Nelums

(No. 18-05885-jw)

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DISMISSED, CLOSED

United States Bankruptcy Court
District of South Carolina (Columbia)
Bankruptcy Petition #: 18-05885-jw

Assigned to: Judge John E. Waites
Chapter 13
Voluntary
Asset

Date filed: 11/19/2018
Date terminated: 07/24/2020
Debtor dismissed: 04/21/2020
341 meeting: 01/09/2019

Debtor disposition: Dismissed for Other Reason

Debtor
Janet Louise Nelums
813 N Highland Forest Dr
Columbia, SC 29203-1929
RICHLAND-SC
SSN / ITIN: xxx-xx-5614
***aka* First Last**
***aka* Janet D. Nelums**

represented by **Janet Louise Nelums**
PRO SE

Eddye L. Lane
PO Box 294
Columbia, SC 29202
803-400-1181
Email: lanelawpa@aol.com
TERMINATED: 03/31/2020

Trustee
William K. Stephenson, Jr.
PO Box 8477
Columbia, SC 29202
(803) 254-2981

U.S. Trustee
US Trustee's Office
Strom Thurmond Federal Building
1835 Assembly Street
Suite 953
Columbia, SC 29201

Filing Date	#	Docket Text
11/19/2018	1 (18 pgs)	Chapter 13 Voluntary Petition - Individual filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 11/19/2018)
11/19/2018	2 (3 pgs; 2 docs)	Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, Deadlines and Notice of Appointment of Interim Trustee William K. Stephenson, Jr. .Document Served. 341(a) meeting to be held on 12/27/2018 at 10:30 AM at Columbia Meeting of Creditors. Last day to oppose dischargeability of certain debts is 02/25/2019. Proofs of Claim or Interest due by 01/28/2019. Confirmation Hearing to be held on 02/05/2019 at 09:00 AM at Columbia. (Entered: 11/19/2018)

11/19/2018	3	Bankruptcy Form 121 SSN. Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 11/19/2018)
11/19/2018	4	Debtor's Request to Activate Electronic Noticing. DOCUMENT IMAGE AVAILABLE ONLY TO COURT USERS AND THE TRUSTEE/US TRUSTEE. Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 11/19/2018)
11/19/2018		Receipt of Filing Fee for Voluntary Petition (Chapter 13) (case upload only)(18-05885) [caseupld,volp13a] (310.00). Receipt Number 11160649, amount 310.00. (U.S. Treasury) (Entered: 11/19/2018)
11/19/2018	5 (1 pg)	Certificate of Credit Counseling Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 11/19/2018)
11/19/2018	6 (3 pgs; 2 docs)	Order Regarding Procedures for Loss Mitigation/Mortgage Modification. Notice and service of this Order is delegated to Debtor's Counsel, unless Debtor is acting pro se, in which case, notice and service is delegated to Debtor. Document Served. (ADI) (Entered: 11/20/2018)
11/20/2018	7 (3 pgs)	Notice and Motion for Dismissal at Confirmation Hearing if Documents Not Provided or Failure to Attend Meetings/Hearings with Certificate of Service. (Stephenson, William) (Entered: 11/20/2018)
11/20/2018	8 (1 pg)	Notice of Appearance and Request for Notice Filed by PRA Receivables Management, LLC. (PRA Receivables Management, LLC) (Entered: 11/20/2018)
11/22/2018	9 (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 11/22/2018. (Related Doc # 6) (Admin.) (Entered: 11/23/2018)
11/22/2018	10 (4 pgs)	Certificate of Service of Meeting of Creditors Notice as served by the Bankruptcy Noticing Center. Notice Date 11/22/2018. (Related Doc # 2) (Admin.) (Entered: 11/23/2018)
12/03/2018	11 (2 pgs)	Motion to Extend Time To File SCHEDULES A-J, STATEMENT OF FINANCIAL AFFAIRS, STATEMENT OF CURRENT MONTHLY INCOME, PLAN, PAY ADVICES with Certificate of Service Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 12/03/2018)
12/03/2018	12 (2 pgs; 2 docs)	Order Granting Motion to Extend Time to File Schedules/Statements. (Related Doc # 11). Document Served. **Extension granted until 12/13/2018** (Beaulieu, N) (Entered: 12/03/2018)
12/03/2018	13 (1 pg)	Certificate of Service related to Procedures for Loss Mitigation/Mortgage Modification (order) Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)6). (Lane, Eddye) (Entered: 12/03/2018)
12/05/2018	14 (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 12/05/2018. (Related Doc # 12) (Admin.) (Entered: 12/06/2018)

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12/13/2018	15 (2 pgs)	Motion to Extend Time To File Schedules A-J, Statement of Financial Affairs, Statement of Current Monthly Income, Plan with Certificate of Service Filed by Eddye L. Lane on behalf of Janet Louise Nelums (related document(s)12). (Lane, Eddye) (Entered: 12/13/2018)
12/13/2018	16 (3 pgs)	Copies of Payment Advices *(Debtor PEBA Retirement)* Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 12/13/2018)
12/14/2018	17 (2 pgs; 2 docs)	Order Granting Motion to Extend Time to File Schedules/Statements until December 17, 2018. (Related Doc # 15). Document Served. (Tull, C) (Entered: 12/14/2018)
12/16/2018	18 (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 12/16/2018. (Related Doc # 17) (Admin.) (Entered: 12/17/2018)
12/17/2018	19 (7 pgs)	Statement of Financial Affairs for an Individual Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 12/17/2018)
12/17/2018	20 (42 pgs; 3 docs)	Notice and Plan with Certificate of Service. Objections due no later than 7 days prior to the Confirmation Hearing, Debtor(s) Statement in Support of Confirmation Filed by Janet Louise Nelums. Date Served 12/17/2018. (Attachments: # 1 Main Document # 2 Main Document)(Lane, Eddye) (Entered: 12/17/2018)
12/17/2018	21 (1 pg)	*Notice of Opportunity to Object Re:* Notice of Plan filed by Debtor Janet Louise Nelums, Statement in Support of Confirmation . **Document Served.** Filed by Eddye L. Lane on behalf of Janet Louise Nelums (related document(s)20). (Lane, Eddye) (Entered: 12/17/2018)
12/18/2018	22 (25 pgs)	Schedules Filed: Summary of Assets and Liabilities Schedule A/B Schedule C Schedule D Schedule E/F Schedule G Schedule H Schedule I Schedule J Declaration About an Individual Debtors Schedules; Statements Filed: Statement Disclosing Anticipated Increase in Income or Expenditures Business Budget for NFS for an Individual Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 12/18/2018)
12/18/2018	23 (11 pgs)	Chapter 13 Stmt of Income/Calculation Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 12/18/2018)
12/19/2018	24 (1 pg)	Corrected Notice of Confirmation Hearing for the Modified Ch. 13 Plan Filed 12/17/2018 Filed by Eddye L. Lane on behalf of Janet Louise Nelums (related document(s)20). Hearing scheduled for 2/5/2019 at 09:00 AM at Columbia. (Lane, Eddye) (Entered: 12/19/2018)
12/21/2018	25 (2 pgs)	Objection to Confirmation of Plan with Certificate of Service Filed by William K. Stephenson Jr. (related document(s)20). (Stephenson, William) (Entered: 12/21/2018)
12/27/2018		Statement Adjourning Meeting of 341(a) Meeting of Creditors. Section 341(a) Meeting Continued to 1/9/2019 at 01:30 PM at Columbia Meeting of Creditors. (Stephenson, William) (Entered: 12/27/2018)

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12/28/2018	26 (2 pgs)	Correspondence *REQUEST TO BE REMOVED FROM CM/ECF ELECTRONIC SERVICE LIST AND MAILING-LABELS MATRIX* Filed by Eugene B. McLeod III of SC Dept of Employment & Workforce on behalf of South Carolina Department of Employment & Workforce. (McLeod, Eugene) (Entered: 12/28/2018)
01/09/2019		Meeting of Creditors Held and Examination of Debtor (Stephenson, William) (Entered: 01/09/2019)
01/14/2019	27 (3 pgs)	Notice of Appearance and Request for Notice with Certificate of Service Filed by Lawrence Wilbur Johnson Jr. on behalf of Specialized Loan Servicing LLC. (Johnson, Lawrence) (Entered: 01/14/2019)
01/14/2019	28 (2 pgs)	Objection to Confirmation of Plan *and Memorandum in Support Thereof* with Certificate of Service Filed by Specialized Loan Servicing LLC (related document(s)20). (Johnson, Lawrence) (Entered: 01/14/2019)
01/28/2019	29 (13 pgs)	Amended Statements Filed: Statement of Change Ch 13 Statement of Current Monthly Income and Calculation of Commitment Period Ch 13 Calculation of Your Disposable Income. with Certificate of Service for an Individual Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 01/28/2019)
01/29/2019	30 (8 pgs)	Amended Schedules Filed: Schedule I Schedule J Declaration About an Individual Debtors Schedules; Statements Filed: Statement of Change Business Income and Expense(Non-filing spouse) with Certificate of Service for an Individual Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 01/29/2019)
01/30/2019	31 (4 pgs)	*Debtor's* Objection to Claim of Specialized Loan Servicing, LLC for Deutsche Bank ; Date Claim Filed: 01/25/2019 ; Amount of Claim: $218,479.21. Notice of Possible Hearing 30 days objection time given with Certificate of Service. Filed by Janet Louise Nelums. If a response, return, and/or objection is timely filed, a hearing will be held on 3/7/2019 at 09:00 AM at Columbia. Date Served 1/30/2019. Last day for objections is 03/1/2019. (Lane, Eddye) (Entered: 01/30/2019)
01/30/2019	32 (2 pgs)	Proposed Order RE: *Debtor's* Objection to Claim of Specialized Loan Servicing, LLC for Deutsche Bank ; Date Claim Filed: 01/25/2019 ; Amount of Claim: $218,479.21. Notice of Possible Hearing 30 days objection time given with Certificate of Service. Filed by Janet Louise Nelums. If a response, return, and/or objection is timely filed, a hearing will be held on 3/7/2019 at 09:00 AM at Columbia. Date Served 1/30/2019. Last day for objections is 03/1/2019. Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)31). (Lane, Eddye) (Entered: 01/30/2019)
01/30/2019	33	**First** Request to Continue **February 5, 2019** Hearing, Slot Number **9**, re: Notice and Motion for Dismissal at Confirmation Hearing if Documents Not Provided or Failure to Attend Meetings/Hearings with Certificate of Service, Notice of Confirmation Hearing filed by Janet Louise Nelums. Movant requests that the hearing be continued until **March 7, 2019 at 9:00 am in Columbia.** The request is with consent of the affected parties. The moving party requests this continuance for the following reasons: Objection to Proof of Claim pending; must be resolved for confirmation of

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		plan. Filed by Eddye L. Lane on behalf of Janet Louise Nelums (related document(s)24, 7). (Lane, Eddye) (Entered: 01/30/2019)
02/01/2019	34 (2 pgs)	Withdrawal of Request for Continuance with Certificate of Service. Reason for Withdrawal: Verbal request for continuance will be made at scheduled hearing Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s) 33). (Lane, Eddye) (Entered: 02/01/2019)
02/05/2019	35	Confirmation Hearing Held on 2/5/2019.. (Stephenson, William) (Entered: 02/05/2019)
02/05/2019	36	Confirmation Hearing Continued. jw. Filed by William K. Stephenson Jr.. Hearing scheduled for 3/7/2019 at 09:00 AM at Columbia. (Stephenson, William) (Entered: 02/05/2019)
03/01/2019		Notice is hereby provided to the debtors that the chapter 13 trustee will request dismissal of this case at the confirmation hearing pursuant to SC LBR 1017-2-a based on the failure of the debtors to provide the following documents requested by the trustee pursuant to SC LBR 3015-4: Amended Schedules: D,. Filed by William K. Stephenson Jr.. (Stephenson, William) (Entered: 03/01/2019)
03/01/2019	37 (2 pgs)	Reply to Objection to Claim filed by Debtor Janet Louise Nelums with Certificate of Service Filed by Specialized Loan Servicing LLC (related document(s)31). (Johnson, Lawrence) (Entered: 03/01/2019)
03/01/2019	38 (1 pg)	Notice of Appearance and Request for Notice Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing LLC. (Johnson, Louise) (Entered: 03/01/2019)
03/05/2019	39 (3 pgs)	Proposed Order Due from Court Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing LLC. (related document(s)27, 38). (Johnson, Louise) (Entered: 03/05/2019)
03/06/2019	40 (3 pgs)	Proposed Order RE: Notice of Appearance and Request for Notice with Certificate of Service Filed by Lawrence Wilbur Johnson Jr. on behalf of Specialized Loan Servicing LLC., Notice of Appearance and Request for Notice Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing LLC. *Order Substituting Counsel* Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing LLC. (related document(s)27, 38). (Johnson, Louise) (Entered: 03/06/2019)
03/06/2019	41 (4 pgs; 2 docs)	Consent Order Substituting Attorney adding Louise M. Johnson for Specialized Loan Servicing LLC, terminating Lawrence Wilbur Johnson, Jr. Document Served. (related document(s)40, 27, 38). (Mobley, B) (Entered: 03/06/2019)
03/07/2019	42	Confirmation Hearing Held on 03/07/2019.. (Stephenson, William) (Entered: 03/07/2019)
03/07/2019	43	Hearing Held Continued (related document(s)31) Hearing scheduled for 4/4/2019 at 09:00 AM at Columbia. The case judge is John E. Waites. (Stalvey, N) (Entered: 03/07/2019)

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03/07/2019	44	Confirmation Hearing Continued. jw. Filed by William K. Stephenson Jr.. Hearing scheduled for 4/4/2019 at 09:00 AM at Columbia. (Stephenson, William) (Entered: 03/07/2019)
03/08/2019	45 (4 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 03/08/2019. (Related Doc # 41) (Admin.) (Entered: 03/09/2019)
03/14/2019	46 (4 pgs)	Statement of Dispute Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing LLC. (Johnson, Louise) (Entered: 03/14/2019)
03/14/2019	47 (5 pgs)	Joint Statement of Dispute Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 03/14/2019)
03/22/2019	48 (16 pgs)	Brief/Memorandum (RECEIVED) Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing LLC. (related document(s)37). (Johnson, Louise) (Entered: 03/22/2019)
03/22/2019	49 (1 pg)	Certificate of Service related to Brief Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing LLC. (related document(s)48). (Johnson, Louise) (Entered: 03/22/2019)
03/25/2019	50 (24 pgs)	Brief/Memorandum (RECEIVED) Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye). Related document(s) 31 Objection to Claim filed by Debtor Janet Louise Nelums. Modified on 3/26/2019 to correct linkage. (Beaulieu, N). (Entered: 03/25/2019)
03/25/2019	51 (1 pg)	Certificate of Service *Debtor's Brief and Memorandum* related to Brief Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)50). (Lane, Eddye) (Entered: 03/26/2019)
04/04/2019	52	Hearing Held Continued (related document(s)31). Hearing scheduled for 6/27/2019 at 09:00 AM at Columbia. Court to issue Order. The case judge is John E. Waites. (Stalvey, N) (Entered: 04/04/2019)
04/04/2019	53 (2 pgs; 2 docs)	Based on the findings and conclusions as stated on the record at the hearing held on April 4, 2019, the Court finds, pursuant to Fed. R. Bankr. P. 3007(b), that the grounds raised in the objection to claim filed by Janet Louise Nelums (Debtor) on January 30, 2019 and the relief sought therein should be pursued by way of an adversary proceeding. Therefore, Debtor shall have thirty (30) days from the date of this Order to commence an adversary proceeding through the filing of a complaint. **AND IT IS SO ORDERED.** Signed by: Judge John E. Waites, US Bankruptcy Court - District of South Carolina (related document(s)31). (Powell, A) (Entered: 04/04/2019)
04/05/2019	54	Confirmation Hearing Held on 04/04/2019.. (Stephenson, William) (Entered: 04/05/2019)
04/05/2019	55	Confirmation Hearing Continued. jw. Filed by William K. Stephenson Jr.. Hearing scheduled for 6/27/2019 at 09:00 AM at Columbia. (Stephenson, William) (Entered: 04/05/2019)
04/07/2019	56 (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/07/2019. (Related Doc # 53) (Admin.) (Entered:

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		04/08/2019)
05/03/2019	57 (4 pgs)	Adversary case 19-80032. Complaint by Janet Louise Nelums against Specialized Loan Servicing, LLC Core Proceeding. Fee: 350.00. (21 (Validity, priority or extent of lien or other interest in property)) (Lane, Eddye) (Entered: 05/03/2019)
06/27/2019	58 (2 pgs)	Proposed Order RE: *Continued Confirmation Hearing* Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 06/27/2019)
06/27/2019	59	Hearing Held Continued (related document(s)31) Hearing scheduled for 10/10/2019 at 09:00 AM at Columbia. The case judge is John E. Waites. (Stalvey, N) (Entered: 06/27/2019)
06/27/2019	60 (2 pgs)	Withdrawal of Proposed Order with Certificate of Service. Reason for Withdrawal: Document Unnecessary - Matter Continued Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)58). (Lane, Eddye) (Entered: 06/27/2019)
06/27/2019	61	Confirmation Hearing Held on 06/27/2019.. (Stephenson, William) (Entered: 06/27/2019)
06/27/2019	62	Confirmation Hearing Continued. jew. Filed by William K. Stephenson Jr.. Hearing scheduled for 10/10/2019 at 09:00 AM at Columbia. (Stephenson, William) (Entered: 06/27/2019)
08/23/2019	63 (2 pgs)	Trustee's Petition to Dismiss Case For Non-Payment with certificate of service. If a response, return, and/or objection is timely filed, a hearing will be held on 9/26/2019 at 09:00 AM at Columbia. Date Served 8/23/2019. Last day for objections is 09/13/2019. (Stephenson, William) (Entered: 08/23/2019)
09/27/2019		Request for P-III Order as to chapter(s). Petition Filed: 8/23/2019. Possible Hearing Date: 9/26/2019 at 9:00 AM. (Stephenson, William) (Entered: 09/27/2019)
09/27/2019	64 (2 pgs; 2 docs)	PIII Order RE: Trustee's Petition to Dismiss Case. Document Served. (related document(s)63) (Beaulieu, N) (Entered: 09/27/2019)
09/29/2019	65 (2 pgs)	Certificate of Service of P Order as Served by the Bankruptcy Noticing Center. Notice Date 09/29/2019. (Related Doc # 64) (Admin.) (Entered: 09/30/2019)
10/10/2019	66	Hearing Held Continued (related document(s)31) Hearing scheduled for 12/19/2019 at 09:00 AM at Columbia. The case judge is John E. Waites. (Stalvey, N) (Entered: 10/10/2019)
10/11/2019	67	Confirmation Hearing Held on 10/10/2019.. (Stephenson, William) (Entered: 10/11/2019)
10/11/2019	68	Confirmation Hearing Continued. jw. Filed by William K. Stephenson Jr.. Hearing scheduled for 12/19/2019 at 09:00 AM at Columbia. (Stephenson, William) (Entered: 10/11/2019)

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12/19/2019	69	Hearing Held Continued (related document(s)31) Hearing scheduled for 2/27/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. (Stalvey, N) (Entered: 12/19/2019)
12/19/2019	70	Confirmation Hearing Held on 12/19/2019.. (Stephenson, William) (Entered: 12/19/2019)
12/19/2019	71	Confirmation Hearing Continued. jw. Filed by William K. Stephenson Jr.. Hearing scheduled for 2/27/2020 at 09:00 AM at Columbia (JW). (Stephenson, William) (Entered: 12/19/2019)
02/26/2020	72	**Third** Request to Continue **02/27/2020** Hearing, Slot Number **1**, re: Confirmation Hearing Continued filed by William K. Stephenson. Movant requests that the hearing be continued until **03/26/2020 at 9:00 am in Columbia.** The request is with consent of the affected parties. The moving party requests this continuance for the following reasons: pending adversary must be concluded first. Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing LLC (related document(s) 68). (Johnson, Louise) (Entered: 02/26/2020)
02/26/2020	73	**Third** Request to Continue **02/27/2020** Hearing, Slot Number **2**, re: Objection to Claim filed by Janet Louise Nelums. Movant requests that the hearing be continued until **03/26/2020 at 9:00 am in Columbia.** The request is with consent of the affected parties. The moving party requests this continuance for the following reasons: pending adversary must be concluded first. Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing LLC (related document(s)31). (Johnson, Louise) (Entered: 02/26/2020)
02/26/2020	74 (2 pgs; 2 docs)	Order Granting Request to Continue. The Confirmation Hearing is Continued. **AND IT IS SO ORDERED.** Signed by: Judge John E. Waites, US Bankruptcy Court - District of South Carolina (related document(s) 72 , 68). Hearing scheduled for 3/26/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. (Stalvey, N) (Entered: 02/26/2020)
02/26/2020	75 (2 pgs; 2 docs)	Order Granting Request to Continue. The Objection to Claim is Continued. **AND IT IS SO ORDERED.** Signed by: Judge John E. Waites, US Bankruptcy Court - District of South Carolina (related document(s) 73 , 31). Hearing scheduled for 3/26/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. (Stalvey, N) (Entered: 02/26/2020)
02/28/2020	76 (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/28/2020. (Related Doc # 74) (Admin.) (Entered: 02/29/2020)
02/28/2020	77 (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/28/2020. (Related Doc # 75) (Admin.) (Entered: 02/29/2020)
03/24/2020	78 (1 pg)	Motion to Continue Hearing On *Confirmation and Objection to Claim of Specialized Loan Servicing (Slots 1 and 2 for March 26, 2020)* Filed by Eddye L. Lane on behalf of Janet Louise Nelums (related document(s)75). (Lane, Eddye) (Entered: 03/24/2020)
03/24/2020	79 (1 pg)	Certificate of Service related to Motion to Continue/Reschedule Hearing Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related

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		document(s)78). (Lane, Eddye) (Entered: 03/24/2020)
03/24/2020	80 (2 pgs; 2 docs)	Order Granting Request to Continue. The Confirmation Hearing and Debtor's Objection to Claim of Specialized Loan Servicing, LLC for Deutsche Bank are Continued. **AND IT IS SO ORDERED.** Signed by: Judge John E. Waites, US Bankruptcy Court - District of South Carolina (related document(s)78, 31, 68). Hearing scheduled for 4/9/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. (Stalvey, N) (Entered: 03/24/2020)
03/25/2020	81 (2 pgs)	Proposed Order RE: *Relieving Debtor's Counsel* Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (Lane, Eddye) (Entered: 03/25/2020)
03/25/2020	82 (1 pg)	Certificate of Service *(Relieve Counsel)* related to Proposed Order Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)81). (Lane, Eddye) (Entered: 03/25/2020)
03/26/2020	83 (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 03/26/2020. (Related Doc # 80) (Admin.) (Entered: 03/27/2020)
03/30/2020	85	A clerical mistake was made in the entry of docket # 84. Pursuant to Fed. R. Civ. P. 60(a) and Fed. R. Bankr. P. 9024, the document has been restricted and no further action will be taken. (related document(s)84) (Surette, R) (Entered: 03/30/2020)
03/31/2020	86 (3 pgs; 2 docs)	Order Consent Order Relieving Counsel for Debtor **Document Served** (related document(s)81). (Beaulieu, N) (Entered: 03/31/2020)
03/31/2020	87 (3 pgs; 2 docs)	Order **Document Served**. (Beaulieu, N) (Entered: 03/31/2020)
03/31/2020	88	Court Certificate of Mailing of re: Order, Order Date Filed: 3/31/2020 Parties Served: Janet Louise Nelums, 813 N Highland Forest Dr., Columbia, SC 29203-1929 (related document(s)86, 87) (Beaulieu, N) (Entered: 03/31/2020)
04/01/2020	89 (4 pgs)	Trustee's Petition to Dismiss Case *for Failure to File Adequate Plan* with certificate of service. If a response, return, and/or objection is timely filed, a hearing will be held on 4/22/2020 at 09:00 AM at Columbia (DD). Date Served 4/1/2020. Last day for objections is 04/15/2020. (Stephenson, William) (Entered: 04/01/2020)
04/02/2020	90 (4 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/02/2020. (Related Doc # 86) (Admin.) (Entered: 04/03/2020)
04/02/2020	91 (4 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/02/2020. (Related Doc # 87) (Admin.) (Entered: 04/03/2020)
04/07/2020	92	Disposition of Adversary. Adversary Number 19-80032 Settled Complaint. (Beaulieu, N) (Entered: 04/07/2020)
04/07/2020	93	Adversary Case Closed. (Beaulieu, N) (Entered: 04/07/2020)

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04/09/2020	94	Confirmation Hearing Held on 4/9/2020.. (Stephenson, William) (Entered: 04/09/2020)
04/09/2020	95	Trustee Request For C-V Order and Continued Confirmation Hearing Filed by William K. Stephenson Jr. (related document(s)20). Hearing scheduled for 5/21/2020 at 09:00 AM at Columbia (JW). (Stephenson, William) (Entered: 04/09/2020)
04/09/2020	96	Hearing Held Continued (related document(s)31) Hearing scheduled for 4/22/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. (Stalvey, N) (Entered: 04/09/2020)
04/09/2020	97	Trustee Request For C-V Order and Continued Confirmation Hearing Filed by William K. Stephenson Jr. (related document(s)20). Hearing scheduled for 4/22/2020 at 09:00 AM at Columbia (JW). (Stephenson, William) (Entered: 04/09/2020)
04/09/2020	98 (2 pgs; 2 docs)	C-V Order Granting Request to Continue. The Confirmation Hearing is Continued. Any other conditions or requirements which may have been stated orally by the Court at the hearing in granting the continuance are hereby made a part of this Order. If a debtor fails to comply with the requirements of these conditions as ordered, the case may be dismissed without further notice or hearing. **AND IT IS SO ORDERED.** Signed by: Judge John E. Waites, US Bankruptcy Court - District of South Carolina (related document(s) 97). The continued hearing is scheduled for 04/22/2020 at 09:00AM in Columbia (JW). The case judge is John E. Waites. (Admin) (Entered: 04/09/2020)
04/12/2020	99 (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/12/2020. (Related Doc # 98) (Admin.) (Entered: 04/13/2020)
04/21/2020		Request for P-I Order as to chapter(s). Petition Filed: 4/1/20. Possible Hearing Date: 4/22/20 at 9:00 AM. (Stephenson, William) (Entered: 04/21/2020)
04/21/2020	101 (2 pgs; 2 docs)	PI Order Dismissing Debtor re: Trustee's Petition to Dismiss Case. Document Served. (related document(s)89) (Stalvey, N) (Entered: 04/21/2020)
04/23/2020	102 (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/23/2020. (Related Doc # 101) (Admin.) (Entered: 04/24/2020)
05/08/2020	103 (4 pgs)	Motion to Compel *William K. Stephenson, Jr. Trustee, to Recoup Funds and Disburse them to the Debtor, Under § 349 349 (b)(3)* Filed by Janet Louise Nelums. (Beaulieu, N) (Entered: 05/12/2020)
05/12/2020	104 (3 pgs; 2 docs)	Order Setting Telephonic Hearing on Motion to Compel. Document Served (related document(s)103). Telephonic hearing set for May 21, 2020 at 9:00 AM. Responses to Motion shall be filed no later than 10:00 AM on May 19, 2020. (Beaulieu, N) (Entered: 05/12/2020)
05/12/2020	105 (2 pgs)	Objection to Motion to Compel filed by Debtor Janet Louise Nelums with Certificate of Service Filed by William K. Stephenson Jr. (related

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		document(s)103). (Stephenson, William) (Entered: 05/12/2020)
05/14/2020	106 (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 05/14/2020. (Related Doc # 104) (Admin.) (Entered: 05/15/2020)
05/19/2020	107 (17 pgs; 3 docs)	Response to Motion to Compel filed by Debtor Janet Louise Nelums Filed by Eddye L Lane (related document(s)103). (Attachments: # 1 Exhibit Retainer Agreement # 2 Exhibit Docket Report 18-05885) (Lane, Eddye) (Entered: 05/19/2020)
05/19/2020	108 (1 pg)	Certificate of Service related to Response Filed by Eddye L. Lane on behalf of Eddye L Lane. (related document(s)107). (Lane, Eddye) (Entered: 05/19/2020)
05/21/2020	109	Hearing Held relating to: Motion to Compel filed by Debtor Janet Louise Nelums. (related document(s)103). Exhibits Admitted. Matter Under Advisement. (Stalvey, N) (Entered: 05/21/2020)
05/22/2020	111 (3 pgs; 2 docs)	Order RE: Motion to Compel **Document Served** (related document(s)103). (Tull, C) (Entered: 05/22/2020)
05/24/2020	112 (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 05/24/2020. (Related Doc # 111) (Admin.) (Entered: 05/25/2020)
05/28/2020	113 (5 pgs; 2 docs)	Affidavit Re: Order *on Motion to Compel* Filed by Eddye L. Lane on behalf of Eddye L Lane. (related document(s)111). (Attachments: # 1 Exhibit Detail of Work Performed/Fee Earned) (Lane, Eddye) (Entered: 05/28/2020)
05/28/2020	114 (1 pg)	Certificate of Service related to Affidavit Filed by Eddye L. Lane on behalf of Eddye L Lane. (related document(s)113). (Lane, Eddye) (Entered: 05/28/2020)
06/05/2020	115 (3 pgs)	Chapter 13 Trustee Final Report and Account - Dismissed. (Stephenson, William) (Entered: 06/05/2020)
06/17/2020	116	Adversary Case Closed. (Beaulieu, N) (Entered: 06/17/2020)
07/06/2020	117 (12 pgs; 2 docs)	Order **Document Served** (related document(s)107, 103, 105). (Beaulieu, N) . (Entered: 07/06/2020)
07/08/2020	118 (12 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 07/08/2020. (Related Doc # 117) (Admin.) (Entered: 07/09/2020)
07/24/2020		Bankruptcy Case Closed (Beaulieu, N) (Entered: 07/24/2020)
02/19/2021	119 (9 pgs)	Motion to Reopen Chapter 13 Case to Permit Debtor to Recoup Funds and Disburse them to the Debtor. with Certificate of Service Filing Fee Due: 235.00 Filed by Janet Louise Nelums. (Beaulieu, N) Modified on 2/23/2021 to correct filing date. (Beaulieu, N). (Entered: 02/23/2021)

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02/19/2021	120	Filer Identification- Party filing document: Other. Relationship to Debtor: unknown. re: Motion to Reopen Case (related document(s)119) (Beaulieu, N) (Entered: 02/23/2021)
02/23/2021	121 (2 pgs; 2 docs)	Deficiency Notice re: Motion to Reopen Case (related document(s)119) Deficiency Correction Due By: 3/1/2021 **The Court will take no action on the motion until the fee is paid. Filing fee in the amount of $235.00 is due.** (Beaulieu, N) (Entered: 02/23/2021)
02/23/2021	122	Court Certificate of Mailing of re: Deficiency Notice (General) Date Filed: 2/23/2021 Parties Served: Debtor, Debtor's Attorney, Trustee via BNC (related document(s)121) **The Deficiency Notice was mailed to the Debtor via U.S Mail on 02/23/2021, addressed to 813 N. Highland Forest Dr., Columbia, SC 29203-1929.** (Beaulieu, N) (Entered: 02/23/2021)
02/25/2021		Receipt of Chapter 13 Reopen Fee - $235.00 by KW. Receipt Number 280289. (admin) (Entered: 02/25/2021)
02/25/2021	123 (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/25/2021. (Related Doc # 121) (Admin.) (Entered: 02/26/2021)
03/03/2021	124 (5 pgs; 2 docs)	Order Denying Motion To Reopen Case (Related Doc # 119). Document Served. (Beaulieu, N) (Entered: 03/03/2021)
03/05/2021	125 (6 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 03/05/2021. (Related Doc # 124) (Admin.) (Entered: 03/06/2021)
08/20/2021	126 (1 pg)	Letter To Eddye Lane Regarding Reclamation of Exhibits From Hearing. Reclamation of Exhibit due by 9/3/2021. (Tull, C) (Entered: 08/20/2021)

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PACER Service Center

Transaction Receipt

01/16/2023 14:42:07

PACER Login:	11747maa	**Client Code:**	042753/02009-MAA
Description:	Docket Report	**Search Criteria:**	18-05885-jw Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	9	**Cost:**	0.90

Adversary Proceeding Docket

Janet Louise Nelums v. Specialized Loan Servicing, LLC, et al.

(No. 19-80032-jw)

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United States Bankruptcy Court
District of South Carolina (Columbia)
Adversary Proceeding #: 19-80032-jw

Assigned to: Judge John E. Waites
Lead BK Case: 18-05885
Lead BK Title: Janet Louise Nelums
Lead BK Chapter: 13
Demand:

Date Filed: 05/03/19
Date Terminated: 06/17/20
Date Reinstated/Reopened: 04/13/20

Nature[s] of Suit: 21 Validity, priority or extent of lien or other interest in property

Debtor

Janet Louise Nelums
813 N. Highland Forest Dr.
Columbia, SC 29203
SSN / ITIN: xxx-xx-5614

represented by **Janet Louise Nelums**
PRO SE

Eddye L. Lane
PO Box 294
Columbia, SC 29202
803-400-1181
Email: lanelawpa@aol.com
TERMINATED: 03/31/2020

Plaintiff

Janet Louise Nelums, *Plaintiff*
813 N Highland Forest Dr
Columbia, SC 29203-1929
SSN / ITIN: xxx-xx-5614

represented by **Eddye L. Lane**
PO Box 294
Columbia, SC 29202
803-400-1181
Email: lanelawpa@aol.com
LEAD ATTORNEY

V.

Defendant

Specialized Loan Servicing, LLC, *Defendant*
8742 Lucent Blvd
Suite 300
Highlands Ranch, CO 80129
800-315-7757

represented by **Louise M. Johnson**
Scott & Corley, P.A.
P.O. Box 2065
Columbia, SC 29202
803-252-3340
Fax : 855-236-4081
Email: louise.johnson@hutchenslawfirm.com

Defendant

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B

represented by **Louise M. Johnson**
(See above for address)

Defendant

Specialized Loan Servicing, LLC

represented by **Jordan Beumer**
Scott and Corley, P.A.
P.O. Box 2065
Columbia, SC 29202
803-252-3340
Email: bankruptcy@scottandcorley.com

Louise M. Johnson
(See above for address)

Defendant

Specialized Loan Servicing LLC, as servicing agent for Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B

represented by **Louise M. Johnson**
(See above for address)

Trustee

William K. Stephenson, Jr.
PO Box 8477
Columbia, SC 29202
(803) 254-2981

Counter-Claimant

Specialized Loan Servicing, LLC

represented by **Louise M. Johnson**
(See above for address)

V.

Counter-Defendant

Janet Louise Nelums, *Plaintiff*
813 N Highland Forest Dr
Columbia, SC 29203-1929

represented by **Janet Louise Nelums**
PRO SE

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Eddye L. Lane
PO Box 294
Columbia, SC 29202
803-400-1181
Email: lanelawpa@aol.com
TERMINATED: 03/31/2020

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Filing Date	#	Docket Text
05/03/2019	1 (4 pgs)	Adversary case 19-80032. Complaint by Janet Louise Nelums against Specialized Loan Servicing, LLC Core Proceeding. Fee: 350.00. (21 (Validity, priority or extent of lien or other interest in property)) (Lane, Eddye) (Entered: 05/03/2019)
05/04/2019		Receipt of Filing Fee for Complaint(19-80032-jw) [cmp,cmp] (350.00). Receipt Number 11462616, amount 350.00. (U.S. Treasury) (Entered: 05/04/2019)
05/06/2019		William K. Stephenson, Jr. added to case. (Beaulieu, N) (Entered: 05/06/2019)
05/06/2019	2 (3 pgs; 2 docs)	Summons Issued on Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B Answer Due 6/5/2019; Specialized Loan Servicing, LLC Answer Due 6/5/2019 (except that the United States and its offices and agencies shall have 5 additional days). (Beaulieu, N) (Entered: 05/06/2019)
05/07/2019	3 (1 pg)	Acceptance of Service *of Summons and Complaint by Counsel for Defendant(s)* Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)2, 1). (Lane, Eddye) (Entered: 05/07/2019)
05/23/2019	4 (11 pgs)	Answer to Complaint with Certificate of Service(Related Doc # 1), Counterclaim by Specialized Loan Servicing, LLC against Janet Louise Nelums Filed by Specialized Loan Servicing, LLC. (Johnson, Louise) (Entered: 05/23/2019)
05/28/2019	5 (3 pgs)	Acceptance of Service *by Counsel for Plaintiff with Waiver of the Service of Summons for Defendant's Counterclaims* Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing, LLC. (related document(s)4). (Johnson, Louise) (Entered: 05/28/2019)
06/21/2019	6 (7 pgs)	Answer to Counterclaim *and Reply to Answer and Defenses* with Certificate of Service Filed by Janet Louise Nelums. (Lane, Eddye) (Entered: 06/21/2019)
07/11/2019	7 (7 pgs)	Corporate Ownership Statement Filed by Specialized Loan Servicing, LLC. (Johnson, Louise) (Entered: 07/11/2019)
08/05/2019	8 (1 pg)	Certificate of Service *of Defendant's first set of Interrogatories to Plaintiff, Defendant's first Request for Production to Plaintiff, and Defandant's first Request for Admission to Plaintiff* Filed by Specialized Loan Servicing, LLC. (Johnson, Louise) (Entered: 08/05/2019)

08/08/2019	9 (6 pgs; 2 docs)	Order Setting Pre-Trial Hearing and Setting Deadlines to Submit Documents. DATES TO FILE: Motions to Join/Amend: August 22, 2019. Other Motions: November 12, 2019. Discovery: October 29, 2019. Objections: November 26, 2019. Document Served.. Pre-Trial Hearing set for 12/5/2019 at 09:00 AM at Columbia. The case judge is John E. Waites. Pre-Trial Order due by 11/26/2019. (Beaulieu, N) (Entered: 08/08/2019)
08/10/2019	10 (6 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 08/10/2019. (Related Doc # 9) (Admin.) (Entered: 08/11/2019)
08/19/2019	11 (1 pg)	Returned mail processed for the week beginning 08/12/2019 through 08/18/2019. (Admin) (Entered: 08/19/2019)
11/07/2019	12 (1 pg)	Certificate of Service *of Defendant's Responses to Plaintiff's First set of Interrogatories and First Request for Production* Filed by Specialized Loan Servicing, LLC. (Johnson, Louise) (Entered: 11/07/2019)
11/12/2019	13 (3 pgs)	Motion For Summary Judgment Filed by Janet Louise Nelums. (Lane, Eddye) (Entered: 11/12/2019)
11/12/2019	14 (66 pgs)	Brief/Memorandum (RECEIVED) Filed by Janet Louise Nelums (related document(s)13). (Lane, Eddye) (Entered: 11/12/2019)
11/13/2019	15 (66 pgs)	Exhibit relating to: Motion for Summary Judgment filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)13). (Lane, Eddye) (Entered: 11/13/2019)
11/13/2019	16 (2 pgs)	Withdrawal of Brief with Certificate of Service. Reason for Withdrawal: To refile under proper event Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)14). (Lane, Eddye) (Entered: 11/13/2019)
11/13/2019	17 (1 pg)	Certificate of Service related to Motion for Summary Judgment, Exhibit Filed by Janet Louise Nelums (related document(s)13, 15). (Lane, Eddye) (Entered: 11/13/2019)
11/14/2019	18 (9 pgs; 2 docs)	Motion *and proposed Consent Order Amending Scheduling Order* with Certificate of Service. Filed by Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B, Specialized Loan Servicing, LLC (related document(s)9). (Attachments: # 1 Proposed Order) (Johnson, Louise) (Entered: 11/14/2019)
11/19/2019	19 (7 pgs; 2 docs)	Consent Order Amending Scheduling Order Setting Pre-Trial Hearing and Setting Deadlines to Submit Documents. DATES TO FILE: Motions to Join/Amend: August 22, 2019. Other Motions: January 31, 2020. Discovery: January 10, 2020. Objections: August 22, 2019. Document Served. (related document(s)9). Pre-Trial Hearing set for 2/25/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. Pre-Trial Order due by 2/14/2020. (Beaulieu, N) (Entered: 11/19/2019)

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11/21/2019	20 (7 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 11/21/2019. (Related Doc # 19) (Admin.) (Entered: 11/22/2019)
11/22/2019	21 (6 pgs)	Proposed Order RE: Consent Order Amending Scheduling Order Setting Pre-Trial Hearing and Setting Deadlines to Submit Documents. DATES TO FILE: Motions to Join/Amend: August 22, 2019. Other Motions: January 31, 2020. Discovery: January 10, 2020. Objections: August 22, 2019. Document Served. (related document(s)9). Pre-Trial Hearing set for 2/25/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. Pre-Trial Order due by 2/14/2020. Filed by Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B, Specialized Loan Servicing, LLC (related document(s)19). (Johnson, Louise) (Entered: 11/22/2019)
11/26/2019	22 (7 pgs; 2 docs)	Order Setting Pre-Trial Hearing and Setting Deadlines to Submit Documents. DATES TO FILE: Motions to Join/Amend: August 22, 2019. Other Motions: January 31, 2020. Discovery: January 10, 2020. Objections: August 29, 2019. Document Served. (related document(s)21, 19). Pre-Trial Hearing set for 2/25/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. Pre-Trial Order due by 2/14/2020. (Beaulieu, N) (Entered: 11/26/2019)
11/28/2019	23 (7 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 11/28/2019. (Related Doc # 22) (Admin.) (Entered: 11/29/2019)
01/31/2020	24 (67 pgs; 2 docs)	Motion For Summary Judgment Filed by Specialized Loan Servicing, LLC. (Attachments: # 1 Exhibit Exhibits A-F and Certificate of Service) (Johnson, Louise) (Entered: 01/31/2020)
01/31/2020	25 (4 pgs)	Defendant's Objection to Plaintiff's Motion for Summary Judgement Filed by Specialized Loan Servicing, LLC (related document(s)13). (Johnson, Louise) Modified on 2/24/2020 to clarify docket text to match image. (Stalvey, N). (Entered: 01/31/2020)
01/31/2020	26 (3 pgs)	Amended Motion (relating document: Motion for Summary Judgment filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums) Filed by Janet Louise Nelums (related document(s)13). (Lane, Eddye) (Entered: 01/31/2020)
02/01/2020	27 (17 pgs)	Affidavit Re: Amended Motion filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)26). (Lane, Eddye) (Entered: 02/01/2020)
02/04/2020	28 (4 pgs)	Motion *to Exclude Affidavit* with Certificate of Service. Filed by Specialized Loan Servicing, LLC (related document(s)27, 26). (Johnson, Louise) (Entered: 02/04/2020)
02/04/2020	29 (64 pgs; 2 docs)	Objection to Motion for Summary Judgment filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums with Certificate of Service Filed by Specialized Loan Servicing, LLC

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		(related document(s)13). (Attachments: # 1 Exhibit) (Johnson, Louise) (Entered: 02/04/2020)
02/04/2020	30 (1 pg)	Acceptance of Service *by Defendant's Counsel of Plaintiff's Amended Motion for Summary Judgment* Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)26). (Lane, Eddye) (Entered: 02/04/2020)
02/10/2020	31 (2 pgs; 2 docs)	Hearing scheduled relating to: Motion For Summary Judgment Filed by Specialized Loan Servicing, LLC. **Document Served**. (related document(s)24). Hearing scheduled for 2/25/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. Objections due by 2/14/2020. (Stalvey, N) (Entered: 02/10/2020)
02/10/2020	32 (2 pgs; 2 docs)	Hearing scheduled relating to: Motion *to Exclude Affidavit* Filed by Specialized Loan Servicing, LLC. (related document(s)28). Hearing scheduled for 2/25/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. Objections due by 2/19/2020. (Stalvey, N) (Entered: 02/10/2020)
02/10/2020	33 (2 pgs; 2 docs)	Hearing scheduled relating to: Amended Motion for Summary Judgment filed by Janet Louise Nelums. **Document Served**. (related document(s)26). Hearing scheduled for 2/25/2020 at 09:00 AM at Columbia (JW). The case judge is John E. Waites. Objections due by 2/14/2020. (Stalvey, N) (Entered: 02/10/2020)
02/12/2020	34 (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/12/2020. (Related Doc # 31) (Admin.) (Entered: 02/13/2020)
02/12/2020	35 (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/12/2020. (Related Doc # 32) (Admin.) (Entered: 02/13/2020)
02/12/2020	36 (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/12/2020. (Related Doc # 33) (Admin.) (Entered: 02/13/2020)
02/14/2020	37 (3 pgs)	Objection to Amended Motion filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums with Certificate of Service Filed by Specialized Loan Servicing, LLC (related document(s)26). (Beumer, Jordan) (Entered: 02/14/2020)
02/14/2020	38 (3 pgs)	Objection to Motion filed by Defendant Specialized Loan Servicing, LLC *(Re: Exclude Affidavit)* Filed by Janet Louise Nelums (related document(s)28). (Lane, Eddye) (Entered: 02/14/2020)
02/14/2020	39 (1 pg)	Certificate of Service *(Re: Exclude Affidavit)* related to Objection Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)38). (Lane, Eddye) (Entered: 02/14/2020)
02/14/2020	40 (2 pgs)	Objection to Motion for Summary Judgment filed by Defendant Specialized Loan Servicing, LLC Filed by Janet Louise Nelums (related document(s)24). (Lane, Eddye) (Entered: 02/14/2020)

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02/14/2020	41 (1 pg)	Certificate of Service *(SUMMARY JUDGMENT)* related to Objection Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)40). (Lane, Eddye) (Entered: 02/14/2020)
02/24/2020	42	Affidavit Re: Motion for Summary Judgment filed by Defendant Specialized Loan Servicing, LLC, Amended Motion filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing, LLC. (related document(s)24, 26). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit) (Johnson, Louise) Modified on 2/26/2020 to restrict access to the image pursuant to Court's Order, document 49 on the docket. (Beaulieu, N). (Entered: 02/24/2020)
02/25/2020	43 (2 pgs)	Motion *to Exclude and Strike Defendant's Affidavit and Exhibits CM/ECF Doc. 42* Filed by Janet Louise Nelums (related document(s)42). (Lane, Eddye) (Entered: 02/25/2020)
02/25/2020	44 (1 pg)	Certificate of Service *(Re: Exclude and Strike Affidavit)* related to Motion Filed by Eddye L. Lane on behalf of Janet Louise Nelums. (related document(s)43). (Lane, Eddye) (Entered: 02/25/2020)
02/25/2020	45	Hearing Held relating to: Order Setting Pre-Trial Scheduling Order. Pre-Trial Conference Moot depending on Court's Ruling of Summary Judgment Motions. Oral Motion to Restrict Public Access by L. Johnson Granted. (related document(s)22) (Stalvey, N) (Entered: 02/25/2020)
02/25/2020	46	Hearing Held relating to: Motion for Summary Judgment filed by Defendant Specialized Loan Servicing, LLC. (related document(s)24). Matter Under Advisement. (Stalvey, N) (Entered: 02/25/2020)
02/25/2020	47	Hearing Held relating to: Amended Motion filed by Plaintiff Janet Louise Nelums. (related document(s)26). Matter Under Advisement. (Stalvey, N) (Entered: 02/25/2020)
02/25/2020	48	Hearing Held relating to: Motion to Exclude filed by Defendant Specialized Loan Servicing, LLC and Motion to Exclude and Strike filed by Plaintiff Janet Louise Nelums. (related document(s)43, 28). Matters under Advisement. (Stalvey, N) (Entered: 02/25/2020)
02/26/2020	49 (3 pgs; 2 docs)	Order Disabling Public Access to Filed Documents and Directing filing of a Corrected Pleading. Document Served.(related document(s) 42). Monitor deadline: 3/18/2020 (Beaulieu, N) (Entered: 02/26/2020)
02/26/2020	50 (46 pgs; 5 docs)	Affidavit Re: Motion for Summary Judgment filed by Defendant Specialized Loan Servicing, LLC, Amended Motion filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums, Motion filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums Filed by Louise M. Johnson of Scott & Corley, P.A. on behalf of Specialized Loan Servicing, LLC. (related document(s)24, 43, 26). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit) (Johnson, Louise) (Entered: 02/26/2020)
02/28/2020		Receipt of Motion to Restrict Public Access - $25.00 by EM. Receipt Number 279756. (admin) (Entered: 02/28/2020)

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02/28/2020	51 (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/28/2020. (Related Doc # 49) (Admin.) (Entered: 02/29/2020)
03/17/2020	52 (121 pgs; 7 docs)	Order on Cross-Motions for Summary Judgment (Related Doc 24). Document Served., Denying Amended Motion (Related Doc 26) Document Served., Denying Motion For Summary Judgment (Related Doc 13). Document Served. (Related Doc 28), (Related Doc 43. (Beaulieu, N) . (Entered: 03/17/2020)
03/19/2020	53 (21 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 03/19/2020. (Related Doc # 52) (Admin.) (Entered: 03/20/2020)
03/25/2020	54 (3 pgs)	Proposed Order RE: *Relieving Counsel* Filed by Janet Louise Nelums, Janet Louise Nelums. (Lane, Eddye) (Entered: 03/25/2020)
03/25/2020	55 (1 pg)	Certificate of Service *(Relieve Counsel)* related to Proposed Order Filed by Eddye L. Lane on behalf of Janet Louise Nelums, Janet Louise Nelums. (related document(s)54). (Lane, Eddye) (Entered: 03/25/2020)
03/30/2020	57	A clerical mistake was made in the entry of docket # 56. Pursuant to Fed. R. Civ. P. 60(a) and Fed. R. Bankr. P. 9024, the document has been restricted and no further action will be taken. (related document(s)56) (Surette, R) (Entered: 03/30/2020)
03/31/2020	58 (4 pgs; 2 docs)	Consent Order Relieving Counsel for Plaintiff in Adversarial Proceeding **Document Served** (related document(s)54). (Beaulieu, N) (Entered: 03/31/2020)
04/01/2020	63 (558 pgs; 19 docs)	Motion *Fraud Upon the Court Bogus Adversary Proceeding We Demand for a Mistrial* Filed by Janet Louise Nelums. (Attachments: # 1 Additional attachments to Motion # 2 Additional attachments to Motion # 3 Additional attachments to Motion # 4 Additional attachments to Motion # 5 Additional attachments to Motion)**All responses to the Motion shall be filed and served no later than April 23, 2020.** (Beaulieu, N) Modified on 4/13/2020 to add deadline for responses.** (Beaulieu, N). Additional attachment(s) added on 5/19/2020 (Davis, L.). Additional attachment(s) added on 5/19/2020 (Davis, L.). Modified on 5/19/2020 to correct file date (Beaulieu, N). (Entered: 04/13/2020)
04/02/2020	59 (4 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/02/2020. (Related Doc # 58) (Admin.) (Entered: 04/03/2020)
04/07/2020	60	Disposition of Adversary. Adversary Number 19-80032 Dismissed on Motion for Summary Judgment re: Complaint. (Beaulieu, N) Modified on 4/7/2020 to correct docket text. (Beaulieu, N). (Entered: 04/07/2020)
04/07/2020	61	Adversary Case Closed. (Beaulieu, N) (Entered: 04/07/2020)
04/13/2020	62 (5 pgs; 2 docs)	Order Regarding Plaintiff's Pro Se' Pleadings **Document Served**. (Beaulieu, N) (Entered: 04/13/2020)
04/13/2020	64	Court Certificate of Mailing of re: Order Date Filed: 4/13/2020 Parties Served: Debtor, Eddye L. Lane, Esquire, Louise M. Johnson, Esquire,

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		Trustee via Mail (related document(s)62) (Beaulieu, N) (Entered: 04/13/2020)
04/15/2020	65 (5 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/15/2020. (Related Doc # 62) (Admin.) (Entered: 04/16/2020)
04/17/2020	66 (3 pgs)	Objection to Motion filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums with Certificate of Service Filed by William K. Stephenson Jr. (related document(s)63). (Stephenson, William) (Entered: 04/17/2020)
04/21/2020	67 (4 pgs)	Objection to Motion filed by Counter-Defendant Janet Louise Nelums, Plaintiff Janet Louise Nelums with Certificate of Service Filed by Specialized Loan Servicing LLC, as servicing agent for Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B (related document(s)63). (Johnson, Louise) (Entered: 04/21/2020)
04/21/2020	68 (10 pgs)	Debtor(s) Answer to William K. Stephenson, Jr. Trustee, to Defendant Motion Pursuant to Fed. R. Civ. P. 60(b) Filed by Janet Louise Nelums (related document(s)66). (Beaulieu, N) (Entered: 04/21/2020)
04/27/2020	69 (18 pgs)	Answer to Louise M. Johnson Senior Counsel to Defendant Motion Pursuant to Fed R. Civ. P. 60(b) filed by Defendant Specialized Loan Servicing LLC, as servicing agent for Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B Filed by Janet Louise Nelums (related document(s)67). (Beaulieu, N) (Entered: 04/28/2020)
05/22/2020	70 (18 pgs; 2 docs)	Order Denying Motion (Related Doc # 63) **Document Served**. (Tull, C) (Entered: 05/22/2020)
05/24/2020	71 (18 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 05/24/2020. (Related Doc # 70) (Admin.) (Entered: 05/25/2020)
06/17/2020	72	Adversary Case Closed. (Beaulieu, N) (Entered: 06/17/2020)

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Billable	7	**Cost:**	0.70

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Federal District Court Docket

Janet L. Nelums, et al. v. John E. Waites, et al.

(No. 3:21-cv-02162-MGL)

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CLOSED,JURY,PROSE

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U.S. District Court
District of South Carolina (Columbia)
CIVIL DOCKET FOR CASE #: 3:21-cv-02162-MGL

Nelums et al v. Waites et al
Assigned to: Honorable Mary Geiger Lewis
Case in other court: 22-01223
Cause: 18:1964 Racketeering (RICO) Act

Date Filed: 07/19/2021
Date Terminated: 02/02/2022
Jury Demand: Plaintiff
Nature of Suit: 470 Racketeer/Corrupt Organization
Jurisdiction: Federal Question

Plaintiff

Janet Louise Nelums

represented by **Janet Louise Nelums**
813 N. Highland Forest Dr.
Columbia, SC 29203
PRO SE

Plaintiff

Chris Nelums

represented by **Chris Nelums**
813 N. Highland Forest Dr.
Columbia, SC 29203
PRO SE

V.

Defendant

John E. Waites
United States Bankruptcy Court, Chief Judge an individual

Defendant

Jeffrey M. Tzerman Law Firm P.A.
an individual

Defendant

H. Guyton Murrell
Scott and Corley, P.A H., an Individual

Defendant

Ms. Louise Myers Johnson
an individual

Defendant

Eddye L. Lane, P.A.

Defendant

Robert A. Bernstein
Bernstein and Bernstein, P.A, an individual

Defendant

Turner Law, LLC

Defendant

Adrienne L. Turner
For Distributing Co of Columbia Turner Law, LLC

Defendant

Specialized Loan Servicing LLC

Defendant

Deutsche Bank National Trust Company
as Trustee for Residential Asset Securitization Though Certificates Series 2005-

Defendant

Ocwen Loan Servicing, LLC

Defendant

Mortgage Electronic Registrat System
also known as
MERS

Date Filed	#	Docket Text
07/19/2021	1	COMPLAINT against All Defendants (Filing fee $ 402 receipt number SCX300094504.), filed by Chris Nelums and Janet Louise Nelums. (mmcd) Modified on 7/21/2021 to edit docket text (mmcd). (Entered: 07/20/2021)
07/19/2021	3	Local Rule 26.01 Answers to Interrogatories by Chris Nelums. (mmcd) Modified on 7/21/2021 to edit docket text (mmcd). (Entered: 07/20/2021)
07/19/2021	4	MOTION for an Ex-Parte Temporary Restraining Order, Show Cause Order, and Permanent Injunction with Asset Freeze. (Response to Motion due by 8/2/2021. Add an additional 3 days only if served by mail or otherwise allowed under Fed. R. Civ. P. 6 or Fed. R. Crim. P. 45.) by Chris Nelums, Janet Louise Nelums. Motions referred to Paige J. Gossett. (mmcd) Modified on 7/21/2021 to edit docket text(mmcd). (Entered: 07/20/2021)
08/31/2021	8	**REPORT AND RECOMMENDATION recommending this case be summarily dismissed without prejudice and issuance and service of process. It is further recommended that Plaintiff's motions for 5 in 21-2161 and 4 in 21-2162 temporary restraining order and permanent injunctions be denied as moot. Objections to R&R due by 9/14/2021. Add an additional 3 days only if served by mail or otherwise allowed under Fed. R. Civ. P. 6 or Fed. R. Crim. P. 45. Signed by Magistrate Judge Paige J. Gossett on 8/31/2021. (mmcd)** (Entered: 08/31/2021)
08/31/2021	9	***CASE MANAGEMENT TRANSFERRED to civil case manager for Judge Mary Geiger Lewis. Any future filings must be sent to the Clerk's Office at the following address: 901 Richland Street Columbia, SC 29201. (mmcd) (Entered: 08/31/2021)
09/01/2021	10	***DOCUMENTS MAILED 9 Transfer of Case Management and 8 REPORT AND RECOMMENDATION placed in U.S. Mail from Columbia Clerks Office to Janet Louise

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		Nelums and Chris Nelums 813 N. Highland Forest Dr. Columbia, SC 29203. (mmcd) (Entered: 09/01/2021)
09/20/2021	12	OBJECTION to 8 Report and Recommendation by Chris Nelums, Janet Louise Nelums. (Attachments: # 1 Certificate of Service, # 2 Exhibit C - MM, # 3 Disciplinary Complaint against Scott & Corley PA, # 4 Disciplinary Complaint against The Honorable Paige Jones Gossett US Magistrate Judge, # 5 Envelope)(cbru,) (Entered: 09/20/2021)
02/02/2022	13	**ORDER adopting 8 Report and Recommendation; deeming as moot 4 Motion for TRO, Motion for Permanent Injunction; denying request to disqualify the Magistrate Judge; dismissing this action without prejudice. Signed by Honorable Mary Geiger Lewis on 2/2/2022. (cbru,)** (Entered: 02/02/2022)
02/02/2022	14	JUDGMENT dismissing this action without prejudice. (cbru,) (Entered: 02/02/2022)
02/02/2022	15	***DOCUMENT MAILED 13 Order Ruling on Report and Recommendation, 14 Judgment placed in U.S. Mail from Columbia Clerks Office to Chris Nelums, 813 N. Highland Forest Dr., Columbia, SC 29203; Janet Louise Nelums, 813 N. Highland Forest Dr., Columbia, SC 29203 (cbru,) (Entered: 02/02/2022)
03/01/2022	16	NOTICE OF APPEAL as to 13 Order Ruling on Report and Recommendation, 14 Judgment by Chris Nelums, Janet Louise Nelums. Filing fee unpaid. The Docketing Statement form, Transcript Order form and CJA 24 form may be obtained from the Fourth Circuit website at www.ca4.uscourts.gov (cbru,) (Entered: 03/02/2022)
03/02/2022	17	Transmittal Sheet for Notice of Appeal to USCA re 16 Notice of Appeal. The Clerk's Office hereby certifies the record and the docket sheet available through ECF to be the certified list in lieu of the record and/or the certified copy of the docket entries. (cbru,) (Entered: 03/02/2022)
03/02/2022	18	***DOCUMENT MAILED 16 Notice of Appeal, 17 Transmittal Sheet for Notice of Appeal to USCA, docket sheet placed in U.S. Mail from Columbia Clerks Office to Chris Nelums, 813 N. Highland Forest Dr., Columbia, SC 29203; Janet Louise Nelums, 813 N. Highland Forest Dr., Columbia, SC 29203 (cbru,) (Entered: 03/02/2022)
03/02/2022	19	ASSEMBLED INITIAL ELECTRONIC RECORD TRANSMITTED TO FOURTH CIRCUIT COURT OF APPEALS re 16 Notice of Appeal. Electronic record successfully transmitted. (cbru,) (Entered: 03/02/2022)
03/16/2022	21	USCA Appeal Fees received $505 receipt number SCX300098141 re 16 Notice of Appeal (cbru,) (Entered: 03/16/2022)
06/27/2022	23	USCA OPINION for 16 Notice of Appeal. Decision of Appeals Court AFFIRMED Decision of District Court. (cbru,) (Entered: 06/27/2022)
07/19/2022	24	USCA MANDATE and JUDGMENT as to 16 Notice of Appeal. (Attachments: # 1 4CCA Judgment)(cbru,) (Entered: 07/19/2022)

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Fourth Circuit Docket

Janet Nelums, et al. v. John Waites, et al.

(No. 22-1223)

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General Docket
United States Court of Appeals for the Fourth Circuit

Court of Appeals Docket #: 22-1223 **Docketed:** 03/04/2022
Nature of Suit: 3470 Civil (Rico) **Termed:** 06/27/2022
Janet Nelums v. John Waites
Appeal From: United States District Court for the District of South Carolina at Columbia
Fee Status: fee paid

Case Type Information:
1) Civil Private
2) private
3) null

Originating Court Information:
District: 0420-3 : 3:21-cv-02162-MGL
Presiding Judge: Mary G. Lewis, U. S. District Court Judge
Date Filed: 07/19/2021

Date Order/Judgment:	Date Order/Judgment EOD:	Date NOA Filed:	Date Rec'd COA:
02/02/2022	02/02/2022	03/01/2022	03/02/2022

Prior Cases:
None

Current Cases:
None

JANET LOUISE NELUMS Plaintiff - Appellant	Janet Louise Nelums [NTC Pro Se] 813 North Highland Forest Drive Columbia, SC 29203
CHRIS NELUMS Plaintiff - Appellant	Chris Nelums [NTC Pro Se] 813 North Highland Forest Drive Columbia, SC 29203

v.

JOHN E. WAITES, United States Bankruptcy Court, Chief Judge an individual
Defendant - Appellee

JEFFREY M. TZERMAN LAW FIRM P.A., an individual
Defendant - Appellee

H. GUYTON MURRELL, Scott and Corley, P.A H., an Individual
Defendant - Appellee

MS. LOUISE MYERS JOHNSON, an individual
Defendant - Appellee

EDDYE L. LANE, P.A.
Defendant - Appellee

ROBERT ALAN BERNSTEIN, Bernstein and Bernstein, P.A, an individual
Defendant - Appellee

TURNER LAW, LLC
Defendant - Appellee

ADRIANNE TURNER, For Distributing Co of Columbia Turner Law, LLC
Defendant - Appellee

SPECIALIZED LOAN SERVICING LLC

Defendant - Appellee

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for Residential Asset Securitization Though Certificates Series 2005
Defendant - Appellee

OCWEN LOAN SERVICING, LLC
Defendant - Appellee

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, a/k/a MERS
Defendant - Appellee

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

JANET LOUISE NELUMS; CHRIS NELUMS

Plaintiffs - Appellants

v.

JOHN E. WAITES, United States Bankruptcy Court, Chief Judge an individual; JEFFREY M. TZERMAN LAW FIRM P.A., an individual; H. GUYTON MURRELL, Scott and Corley, P.A H., an Individual; MS. LOUISE MYERS JOHNSON, an individual; EDDYE L. LANE, P.A.; ROBERT A. BERNSTEIN, Bernstein and Bernstein, P.A, an individual; TURNER LAW, LLC; ADRIENNE L. TURNER, For Distributing Co of Columbia Turner Law, LLC; SPECIALIZED LOAN SERVICING LLC; DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for Residential Asset Securitization Though Certificates Series 2005; OCWEN LOAN SERVICING, LLC; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, a/k/a MERS

Defendants - Appellees

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03/04/2022	☐ 1 1 pg, 60.66 KB	Case docketed. Originating case number: 3:21-cv-02162-MGL. Case manager: AWalker. [1001121627] [22-1223] AW [Entered: 03/04/2022 11:21 AM]
03/04/2022	☐ 2 7 pg, 201.87 KB	FEE NOTICE issued to Chris Nelums, Janet Louise Nelums - initial notice. Fee or application to proceed as indigent due 04/04/2022. Originating case number: 3:21-cv-02162-MGL. Mailed to: Janet Nelums, Chris Nelums. [1001121631] [22-1223] AW [Entered: 03/04/2022 11:26 AM]
03/04/2022	☐ 3 14 pg, 269.55 KB	INFORMAL BRIEFING ORDER filed. Mailed to: Janet Nelums, Chris Nelums. [1001121635] Informal Opening Brief due 03/28/2022 Informal response brief, if any: 14 days after informal opening brief served. [22-1223] AW [Entered: 03/04/2022 11:31 AM]
03/04/2022	☐ 4	ASSEMBLED ELECTRONIC RECORD docketed. Originating case number: 3:21-cv-02162-MGL. Record in folder? Yes. Record reviewed? Yes. PSR & SOR included? N/A. [1001121643] [22-1223] AW [Entered: 03/04/2022 11:38 AM]
03/16/2022	☐ 5 477 pg, 18.33 MB	INFORMAL OPENING BRIEF by Chris Nelums and Janet Louise Nelums. [1001128846] [22-1223] TF [Entered: 03/16/2022 11:59 AM]
03/16/2022	☐ 6 3 pg, 137.6 KB	DOCKETING FORMS FOLLOW-UP NOTICE ISSUED to Chris Nelums and Janet Louise Nelums re: filing of disclosure form. Mailed to: Nelums, Nelums. [1001128849] [22-1223] TF [Entered: 03/16/2022 12:00 PM]
03/31/2022	☐ 7 8 pg, 2.65 MB	DISCLOSURE STATEMENT by Chris Nelums and Janet Louise Nelums. Was any question on Disclosure Form answered yes? No [1001138501] [22-1223] AW [Entered: 03/31/2022 05:24 PM]
06/27/2022	☐ 8 4 pg, 118.22 KB	UNPUBLISHED PER CURIAM OPINION filed. Originating case number: 3:21-cv-02162-MGL. Copies to all parties and the district court/agency. Mailed to: C. Nelums, J Nelums. [1001183568] [22-1223] AW [Entered: 06/27/2022 10:28 AM]
06/27/2022	☐ 9 4 pg, 170.88 KB	JUDGMENT ORDER filed. Decision: Affirmed. Originating case number: 3:21-cv-02162-MGL. Entered on Docket Date: 06/27/2022. Copies to all parties and the district court/agency. Mailed to: Nelums. [1001183661] [22-1223] AW [Entered: 06/27/2022 11:18 AM]
07/19/2022	☐ 10 1 pg, 80.98 KB	Mandate issued. Referencing: [9] Judgment Order , [8] unpublished per curiam Opinion. Originating case number: 3:21-cv-02162-MGL. Mailed to: C Nelums, J Nelums. [1001195875] [22-1223] AW [Entered: 07/19/2022 09:52 AM]

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◉ **Documents and Docket Summary**
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Billable Pages:	2	**Cost:**	0.20

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Exhibit 2

Special Referee's Foreclosure Order and Judgment

(July 1, 2021)

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ELECTRONICALLY FILED - 2021 Jul 01 2:51 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, PLAINTIFF, VS. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, DEFENDANT(S).	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-40-01687 SPECIAL REFEREE'S ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND ORDER AND JUDGMENT OF FORECLOSURE AND SALE DEFICIENCY DEMANDED AGAINST JANET L. NELUMS

(151091.00064RCO)

TO: Scott and Corley, P.A.
Attorneys for Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

Adrianne L. Turner, Esquire (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221

Adrianne L. Turner, Esquire (Attorney for Christopher Nelums)
P.O. Box 210638
Columbia, SC 29221

Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
PO Box 20519
Charleston, SC 29413

Imperial Warehouse Finance, Inc.
1910 Pacific Ave., Ste. 13050
Dallas, TX 75201

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687
ELECTRONICALLY FILED - 2021 Jul 01 2:51 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

Pursuant to the said Order of Reference, a hearing was held by this Court. The hearing was conducted in full compliance with Supreme Court Order 2020-04-22-01 (*RE: Operation of the Trial Courts During the Coronavirus Emergency*), as amended. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.

2. The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01). The Court has further determined that Plaintiff has fully complied with the Administrative Orders of the Supreme Court dated April 30, 2020 (2020-04-30-02) and May 6, 2020 (2020-05-06-01).

3. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.

4. This action was originally commenced with the filing of Lis Pendens, Summons and Complaint on June 6, 2013 as Case No. 2013-CP-40-03334. The Defendants Christopher and Janet L. Nelums filed an Answer with Counterclaims on July 1, 2013. Plaintiff filed a Reply to Answer and Counterclaims on August 7, 2013. An Order of Reference referring the case to the Master-in-Equity for Richland County was filed February 18, 2014. An Order of Recusal was filed by the Richland County Master-in-Equity on November 13, 2014. The case was removed from the active trial docket by Consent Order filed November 13, 2015. The case was restored to the active docket by Consent Order filed March 22, 2017 and assigned the current Case Number 2017-CP-40-01687. The order also referred the matter to Jeffrey M. Tzerman as Special Referee.

5. The Defendant Imperial Warehouse Finance, Inc. is in default as shown by the Certificate filed herein. The Defendant Best Distributing Company filed an Answer on June 24, 2013. By Order filed July 16, 2015, Plaintiff was granted Judgment on the Pleadings as to the counterclaims of Defendants Christopher and Janet Nelums in their entirety and said counterclaims were dismissed with prejudice. The Defendants Christopher Nelums and Janet Nelums filed a Second Amended Answer and Counterclaim filed on May 28, 2021. The Defendants did not seek leave of court to file the amended pleading as required by the South Carolina Rules of Civil Procedure and Plaintiff's counsel objected to

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the amended pleading at the hearing. The court finds that the amended pleading was not filed in accordance with the court rules and Plaintiff's motion to strike the amended pleading is granted.

6. All of the above-named Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing of this matter. Defendant Christopher Nelums appeared at the hearing and stated that the Defendant Janet Nelums and Attorney Adrienne Turner would not be appearing. Defendant Christopher Nelums further stated that their attorney Adrienne Turner had been relieved as counsel in this matter. This court finds that no motion seeking withdrawal as counsel was provided to or served upon the Special Referee prior to hearing and this court has not issued any order relieving Defendants' counsel. The record confirms proper notice of hearing was provided to all parties and specifically to Defendants' counsel of record.

7. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for such protections.

8. No Defendant raised any credible issues related to Plaintiff's standing to prosecute this action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRCP. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action not previously raised are waived. Unless specifically denied by an answering Defendant, all allegations in the Complaint of Plaintiff are deemed admitted in full. The court notes that the issue of Plaintiff's standing was previously adjudicated in an adversarial proceeding in the United States Bankruptcy Court with Plaintiff being granted summary judgment on the issue and this court has taken judicial notice of the Order filed March 17, 2020 in United States Bankruptcy Court Adversarial Proceeding No. 19-80032-jw. The court further notes that Plaintiff is in physical possession of the original promissory note and Plaintiff's counsel presented the original promissory note to the court at hearing.

9. Plaintiff filed a Motion for Summary Judgment on November 13, 2017 with supporting affidavits and memorandum of law. A hearing on the motion was scheduled for March 12, 2018 but continued, with the court requesting further documentation from the Plaintiff as to the payments alleged by Defendants Christopher and Janet Nelums to have been paid on the account during and subsequent to a prior bankruptcy matter but allegedly not properly credited to the account. Plaintiff also reviewed the account for loss mitigation, but the parties were unable to reach an agreement to resolve the arrearage. Plaintiff's counsel submitted a detailed statement to the court by letter dated October 19, 2018 confirming that all the payments referenced by Defendants Christopher and Janet Nelums had been properly credited to the account and providing supporting documentation, including an itemized payment history and

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relevant documents from the Defendants' 2008 Bankruptcy Case Mo. 08-01310-dd. The case was rescheduled for hearing to be held on November 21, 2018. The case was stayed pursuant to a Chapter 13 Bankruptcy Petition filed by Defendant Janet Nelums on November 19, 2018 as Case No. 18-05885-jw and an Order Removing Case from Active Docket was filed on November 29, 2018. The 2018 Bankruptcy case was dismissed by Order filed April 21, 2020. The court notes that Defendant Janet Nelums also filed an adversarial proceeding as Bankruptcy Case No. 19-80032-jw and the United States Bankruptcy Court ruled in favor of Plaintiff herein on cross-motions for summary judgment in that matter pursuant to Order filed March 17, 2020. The case was restored to the active roster by order filed February 22, 2021.

10. A second hearing on Plaintiff's Motion for Summary Judgment was held on June 4, 2021. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party may not rest on mere allegations or denials in the pleadings; rather the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspapers, Inc.* 347 S.C. 571, 556 S.E. 2d 732 (Ct. App. 2001). The counterclaims alleged by Defendants Christopher and Janet Nelums in their Answer were adjudicated and dismissed with prejudice by Order filed July 16, 2015. At the previous hearing herein, Defendants disputed whether full credit had been given for all payments submitted. Plaintiff's counsel previously submitted the Trustee's Report on Distributions from the previous Chapter 13 Bankruptcy and an itemized payment history, which confirmed that all payments questioned by defendants had been properly credited to the account. Plaintiff also submitted the Trustee's Report showing that no payments were made by the Defendants Christopher and Janet Nelums during their most recent Bankruptcy case. Plaintiff's counsel further confirmed that the Defendants Christopher and Janet Nelums had been reviewed for loss mitigation but had declined a proposed loan modification. In support of the motion, Plaintiff has filed an updated Affidavit of Indebtedness which includes an itemization of the debt, itemized payment history and notice of breach. Plaintiff also submitted relevant documents from the most recent Chapter 13 Bankruptcy by Janet Nelums, including the PACER summary of the case, the Proof of Claim submitted for this mortgage debt, the Trustee's Report showing no disbursements on the claim and the Order Dismissing the Bankruptcy Case. The records from the recent bankruptcy cases show that Defendant

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Janet Nelums objected to the proof of claim for the mortgage debt and the matter was litigated in an Adversarial Proceeding conducted by the United States Bankruptcy Court. By Order filed March 17, 2020, the United States Bankruptcy Court approved the proof of claim. This court further notes that the order from the Adversarial Proceeding fully adjudicated the issues that Defendants seek to raise again in their latest amended pleading filed by defendants without leave of court. One of the primary contentions by the Defendants is that Plaintiff is not the real party in interest and/or is not the holder in due course of the mortgage debt. The Order from the Adversarial Proceeding made a specific finding that Plaintiff was in physical possession of the original promissory note, which was presented for inspection during those proceedings, and that the mortgage was properly assigned to Plaintiff pursuant to the chain of assignments filed in the public record. Defendant Christopher Nelums admitted that he was present during and participated in the adversarial proceeding. Plaintiff's counsel also presented the original promissory note to the court in this proceeding, thereby providing it standing to demand payment thereon under the applicable statutory and caselaw of South Carolina. This court cannot make a finding contrary to the previous adjudication by the United States Bankruptcy Court on the identical issues. Additionally, the evidence presented clearly establishes that the Plaintiff is the holder in due course of the note and mortgage, that the mortgage loan is in default and Plaintiff is entitled to foreclose on the account. The court finds that Plaintiff has met the requisite burden of proof and is entitled to an Order granting summary judgment as to the foreclosure cause of action.

11. For value received, Janet L. Nelums made, executed and delivered an Adjustable Rate Note dated August 6, 2002, promising thereby to pay to the order of IndyMac Bank, F.S.B., a federally chartered savings bank the sum of $112,000.00 with interest at the initial rate of 9.87500% per annum. Other terms and conditions are stated in the Note, which is of record herein.

12. To better secure the payment of the Note described above, the said Christopher Nelums and Janet L. Nelums, made, executed and delivered to IndyMac Bank, F.S.B., a federally chartered savings bank, a Mortgage in writing, dated August 6, 2002, covering real property in Richland County, which is the same as that described in the Complaint or Amended Complaint. The Mortgage was filed on August 20, 2002 and is of record in the Office of the Clerk of Court/Register of Deeds for Richland County in Book 695 at Page 1050. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s).

13. Thereafter, said Mortgage was assigned to Plaintiff by assignment instrument dated April 20, 2004 and recorded May 21, 2004 in Book 937 at Page 3357.

14. The note and mortgage were subsequently modified by an Agreement for Modification or Extension of a Mortgage dated April 8, 2003 and a second Loan Modification dated May 25, 2010 which

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were also entered into evidence as exhibits.

15. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts and the amount is found to be reasonable.

16. This Court therefore finds that this Mortgage constitutes a first lien on the mortgaged premises.

17. The Court finds that Plaintiff and its counsel have fully complied with all of their obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as all applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised or have not established any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

18. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. The Court finds that Counsel for the Plaintiff shall be entitled to recover its charges from the Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

19. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. The Court finds that Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action and the Court finds such charges to be reasonable.

20. Payment due on the Note has not been made as provided for in the Note and Plaintiff has

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elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

21. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be $11,052.50. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. *Taylor v. Medenica*, 331 S.C. 575, 503 S.E.2d 458 (1998); *Baron Data Systems v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), *Jackson v. Speed*, 326 S.C. 289, 486 S.E.2d 750 (1997). Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees and costs/expenses/charges in this matter as set forth herein in this paragraph as well as Paragraph 23. As itemized below, I find all of the itemized fees and costs/expenses/charges to be reasonable.

22. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

23. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a)	Principal due	$128,124.03
(b)	Interest Due from 07/01/2010 to 06/04/2021	$82,234.24
(c)	Escrow Adjustments	$21,150.54
(d)	Broker's Price Opinion/Appraisals	$2,255.00
(e)	Previous Bankruptcy Fees/Costs	$29,370.40
(f)	Property Inspections	$0.80
(g)	Paid Attorney's Costs	$2,259.79

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(h)	Paid Attorney's Fees	$8,537.50
(i)	Attorney's fees (awarded herein, but unpaid)	$2,515.00
TOTAL DEBT secured by Note and Mortgage including interest to date shown		$276,447.30

Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the current rate of 5.875% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 5.875% per annum (pursuant to the terms of the Note and Mortgage) shall accrue on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (e) through (o) are subject to supplemental revision by Plaintiff's counsel and/or modification by the Court, with such items including but not limited to post-judgment escrow and corporate advances, and costs related to the publication and sale of the subject property.)

24. Based upon a search of the public records of the aforesaid county pursuant to the South Carolina Lis Pendens statute, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

25. Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint expressly demanded the right to a personal or deficiency judgment against Janet L. Nelums.

26. The Defendant(s) below named claim(s) or may claim a lien or interest upon or interest in the subject property:

(a) The Defendant, Imperial Warehouse Finance, Inc., by virtue of that certain mortgage from Janet Nelums and Christopher Nelums to Fidelity First Lending, Inc., d/b/a Valley Pine Mortgage, dated December 04, 2000, in the original amount of $95,000.00, and recorded on December 11, 2000, in the Office of the Richland Clerk of Court/Register of Deeds in Book 465, at Page 1691. Thereafter, said mortgage was assigned to Southern Pacific Bank, a California Corporation by assignment instrument Dated December 4, 2000 and recorded February 12, 2001 in Book 482 at Page 2589; thereafter, said mortgage was assigned to Imperial Warehouse Finance, Inc. by assignment instrument dated May 1, 2001 and recorded May 14, 2001 in Book 517 at Page 2458. Thereafter, said mortgage was purportedly assigned to Mortgage Guarantee Collateral Acceptance by assignment instrument dated May 1, 2001 and recorded August 7, 2002 in Book 691 at Page 1760; however, said assignment instrument is invalid. The record reflects that the complaint alleged this mortgage had been paid but not satisfied or released of

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record. The record further reflects that the pleadings were properly served upon the defendant, but no answer or responsive pleading was filed. Defendant Christopher Nelums also testified at hearing that this mortgage had been paid. The court hereby finds that this mortgage has been paid and should be satisfied or released of record.

27. The Defendants below-named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, including but not limited to the subordinate lien or junior interests specifically described below, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71. The subject Defendant(s) is/are further made a party due to the similarity in name(s) to the primary defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, Best Distributing Company, by virtue of that certain judgment against Christopher Nelums, et al in the original amount of $6,013.56, recorded on July 25, 2008, in the Office of the Richland Clerk of Court/Register of Deeds as Case No. 2008-CP-40-02647.

28. None of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

29. Plaintiff is granted leave to submit an Amended or Supplemental Affidavit of Attorney Fee and Costs for any additional fees and costs incurred in this matter but not included in order and/or subsequently occurred.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009. Furthermore, Plaintiff has fully met the requirements of the Administrative Orders of the South Carolina Supreme Court (2020-04-30-02) and (2020-05-06-01) issued by Chief Justice Donald W. Beatty, dated April 30, 2020, and dated May 6, 2020.

2. After review of the pleadings of the parties, the Plaintiff's motion for summary judgment

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and attached exhibits, the documents and prior orders from the Bankruptcy cases and the arguments presented at hearing, I find that the Plaintiff has met its burden of establishing its right to foreclose upon the subject property. Further, I find that it submitted credible evidence as to the amount of the total debt owed on the property as of the date of its affidavit. Additionally, Defendants have failed to come forward with any specific facts showing there is a genuine issue for trial.

3. With the production of the Note, Mortgage, applicable Assignment(s), and Affidavit of Indebtedness and Affidavit of Attorney's fees Plaintiff has provided ample evidence that it is entitled to foreclosure in this matter and has properly established its damages due to the Defendant's breach of the terms and conditions of the Note and Mortgage. Furthermore, no Defendant has provided any evidence of any specific facts which would tend to show there is a genuine issue of material fact for trial. Therefore, Plaintiff's Motion for Summary Judgment should be granted and Plaintiff should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

4. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

5. Plaintiff should have a personal or deficiency judgment against Janet L. Nelums.

6. The mortgage from Janet Nelums and Christopher Nelums to Fidelity First Lending, Inc., d/b/a Valley Pine Mortgage, dated December 04, 2000 and recorded on December 11, 2000, in the Office of the Richland Clerk of Court/Register of Deeds in Book 465, at Page 1691 and thereafter assigned to Southern Pacific Bank, a California Corporation by assignment instrument recorded February 12, 2001 in Book 482 at Page 2589 and thereafter assigned to Imperial Warehouse Finance, Inc. by assignment instrument dated May 1, 2001 and recorded May 14, 2001 in Book 517 at Page 2458 should be released as to the subject property.

Now, on motion or notice of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009. Furthermore, Plaintiff has fully met the requirements of the Administrative Orders of the South Carolina Supreme Court (2020-04-

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30-02) and (2020-05-06-01) issued by Chief Justice Donald W. Beatty, dated April 30, 2020, and dated May 6, 2020.

2. Plaintiff's Motion for Summary Judgment is granted.

3. That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of $276,447.30, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 5.875 percent per annum.

5. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

(a) CERTIFIED FUNDS: The Special Referee will require a deposit of 5% on the amount of the bid (in certified funds or equivalent, said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.875 percent.

(c) The sale shall be subject to taxes and assessments, existing easements and restrictions of record and prior liens of record.

(d) This Mortgage constitutes a first lien covering the real estate and improvements therein described, if applicable, any mobile/manufactured home located thereon.

(e) Purchaser to pay for deed stamps/transfer taxes and costs of recording the satisfaction of mortgage by foreclosure and the deed, with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

6. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Court only the amount of

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the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

8. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. Plaintiff, or any other party to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 20 days after the date of sale, then this Court may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third-party bidder or any subsequent purchasers.

9. That, in addition to all notices to the property owner(s) which are required by the South Carolina Rules of Civil Procedure or other law, in a case involving property owner's SCRCP Rule 55 default, or in any other case or circumstance where property owner(s) would not ordinarily receive a copy of the Order of Foreclosure and/or the Notice of Sale, the party seeking foreclosure (Foreclosing Party) shall, within five (5) days of the execution of this Order cause this Order and the Notice of Sale (if available) to be served by US Mail upon said property owner(s). A Certificate of Service, pursuant to Rule 5, SCRCP, shall be filed with the Clerk of Court expeditiously. In cases where the Notice of Sale is executed later in time than the Order, service shall be accomplished separately, and shall be sent no later than five (5) days from receipt by the Foreclosing Party.

10. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this individually captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of

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Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

11. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

12. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem or SCRA Attorney Fee or fees of any attorneys appointed by motion of Plaintiff's Counsel and under Order of the Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71, South Carolina Rules of Civil Procedure;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

13. It is further ORDERED, that if the successful bidder is other than the person(s) or entity in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

14. And it is further ORDERED, ADJUDGED AND DECREED that none of the named Defendant(s) has/have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

15. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of

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pendency of the within action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

16. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

17. Upon issuance of this Court's Report on Sale and Disbursements, the Clerk of Court/Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Christopher Nelums and Janet L. Nelums to IndyMac Bank, F.S.B., a federally chartered savings bank, dated August 6, 2002, covering real property in Richland County, filed on August 20, 2002, and is of record in the Office of the Clerk of Court/Register of Deeds for Richland County in 695, at Page 1050.

18. This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

19. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being about seven (7) miles North of the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 16 and 17, Block G, Section II, Highland Forest Subdivision, as more fully shown and delineated on a plat of Highland Forest Subdivision (Section II) by McMillan Engineering Company dated July 17, 1972, last revised on September 24, 1973, and recorded in the Office of the Clerk of Court for Richland County in Plat Book X at Page 2809.

Lot 16:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate) and Jane Gill and Ray P. Turner, individually, dated May 18, 1999 and recorded May 21, 1999 in Book 308 at Page 2191 in the Office of the Register of Deeds of Richland County, South Carolina.

Lot 17:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate), and Jane Gill and Ray P. Turner, individually, dated December 9, 2000 and

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recorded December 11, 2000 in Book 465 at Page 1703 in the Office of the Register of Deeds of Richland County, South Carolina.

TMS No. 11916-2-16

Property address: 813 N Highland Forest Drive
Columbia, SC 29203

20. IT IS FURTHER ORDERED that if Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

21. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

22. All of the named Defendant(s) has/have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

23. IT IS ORDERED that Plaintiff is entitled to a personal or deficiency judgment against Janet L. Nelums.

24. The mortgage from Janet Nelums and Christopher Nelums to Fidelity First Lending, Inc., d/b/a Valley Pine Mortgage, dated December 04, 2000 and recorded on December 11, 2000, in the Office of the Richland Clerk of Court/Register of Deeds in Book 465, at Page 1691 and thereafter assigned to Southern Pacific Bank, a California Corporation by assignment instrument recorded February 12, 2001 in Book 482 at Page 2589 and thereafter assigned to Imperial Warehouse Finance, Inc. by assignment instrument dated May 1, 2001 and recorded May 14, 2001 in Book 517 at Page 2458 is hereby released as to the subject property.

AND IT IS SO ORDERED.

Jeffrey M. Tzerman
Special Referee

Camden, South Carolina
June 29, 2021

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002

PLAINTIFF(S)

Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company

DEFENDANT(S)

Submitted by: Scott and Corley, P.A.	**Attorney for :** ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED FOR BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk :

The property which is the subject of this action shall be sold at public sale pursuant to the Master in Equity's Report and Judgment of Foreclosure and Sale.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		

If applicable, describe the property, including tax map information and address, referenced in the order:
TMS No. 11916-2-16
Property address: 813 N Highland Forest Drive, Columbia, SC 29203

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

SCRCP Form 4C (02/2017)

Jeffrey M. Tzerman, ~~Master-in-Equity~~ Special Referee | Judge Code | Date 6/29/21

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20_____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20_____ to attorneys of record or to parties (when appearing pro se) as follows:

Scott and Corley, P.A.
P.O. Box 2065
Columbia, SC 29204

Attorney for Plaintiff

Adrianne L. Turner, Esquire (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221

Adrianne L. Turner, Esquire (Attorney for Christopher Nelums)
P.O. Box 210638
Columbia, SC 29221

Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
PO Box 20519
Charleston, SC 29413

Imperial Warehouse Finance, Inc.
1910 Pacific Ave., Ste. 13050
Suite 525
Dallas, TX 75201

Attorney for Defendant(s)

_____
Clerk of Court

Court Reporter: _____

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or hear and a decision rendered.

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Exhibit 3

Circuit Court's Order Granting Motion for Judgment on the Pleadings

(July 16, 2015)

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2013CP4003334

Deutsche Bank National Trust Company
Home Equity Mortgage Loan Asset
PLAINTIFF(S)

Christopher Nelums
Janet L Nelums
DEFENDANT(S)

Submitted by: _____ | Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** *(CHECK REASON)*: ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** *(CHECK REASON)*: ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

2015 JUL 17 PM 12:31

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____ **Judge Code** _____ **Date** _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ **day of** _____, **20** _____ and a copy mailed first class or placed in the appropriate attorney's box on this 17 July 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Summer Hughes
Graham R. Billings

Sarah Beth Nielsen

Robert A Bernstein
Janet L Nelums

Christopher Nelums
Adrianne LaVonne Turner

Christopher Nelums

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette W. McBride

SCRCP Form 4C (10/2011)

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Security Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated September 1, 2002,	)	Civil Action No. 2013- CP-40-03334
Plaintiff,	)	**ORDER GRANTING MOTION FOR JUDGMENT ON THE PLEADINGS AS TO COUNTERCLAIMS**
vs.	)	
Christopher Nelums, Janet L. Nelums, Alfred Riley, Elizabeth Riley, Best Distributing Company, Highland Forest Community Club, Coastal Concrete Southeast, LLC, and Imperial Warehouse Finance, Inc.,	)	
Defendants.	)	

RICHLAND COUNTY FILED
2015 JUL 16 AM 10:13
JEANNETTE W. McBRIDE C.C.P. & G.S.

BEFORE THE COURT is Plaintiff Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Security Trust Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated September 1, 2002 ("Plaintiff")'s Motion for Judgment on the Pleadings as to Defendants Christopher Nelums and Janet L. Nelums' ("Defendants") counterclaims pursuant to Rule 12(c) of the South Carolina Rules of Civil Procedure. After hearing the parties' arguments on March 30, 2015, and after consideration of the written submissions, the Court finds that Plaintiff's Motion should be granted, in its entirety. The grounds for this Order are as follows:

#1 DBA

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BACKGROUND

1. This action relates to an August 6, 2002, Note executed by Defendants in which they promised to repay the sum of One Hundred Twelve Thousand and 00/100 ($112,000.00) Dollars ("Note"). (Compl. at ¶ 4; Ans. & Countercl. at ¶ 5.) The Note is secured by a Mortgage, which was also admittedly executed by Defendants, covering real property known as 813 N. Highland Forest Drive, Columbia, SC 29203. (Compl. at ¶ 6; Ans. & Countercl. at ¶ 5.)

2. Plaintiff claims Defendants are in default on their payment obligations under the Note and Mortgage and instituted the current action for foreclosure by filing the Complaint on June 6, 2013.

3. On July 1, 2013, Defendants filed an Answer and Counterclaim seeking to recover against Plaintiff under nine claims: (1) accounting; (2) failure to provide notice of default and right to cure; (3) breach of contract/rescission; (4) violation of the Truth in Lending Act ("TILA"); (5) violation of the Real Estate Settlement and Procedures Act ("RESPA"); (6) predatory lending; (7) predatory servicing; (8) violation of the Fair Debt Collection Practices Act ("FDCPA"); and (9) malicious prosecution.

4. Plaintiff filed the Motion that is the subject of this Order on July 7, 2014, arguing the counterclaims were legally deficient. Because the foreclosure intervention process mandated by S.C. Supreme Court Administrative Order No. 2011-05-02-01 was satisfied and the stay is lifted, this Motion was ripe for ruling.

APPLICABLE LEGAL STANDARD

5. "Rule 12(c), S.C.R.C.P., provides for motions to dismiss based upon the pleadings." *Gregory v. Gregory*, 292 S.C. 587, 590, 358 S.E.2d 144, 147 (Ct.

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App. 1987). "A judgment on the pleadings is proper where there is no issue of fact raised by the [pleading] that would entitle [defendants] to judgment if resolved in [defendants'] favor." *Sapp v. Ford Motor Co.*, 386 S.C. 143, 146, 687 S.E.2d 47, 49 (2009). The standard for reviewing a motion for judgment on the pleadings under Rule 12(c) is the same as that for a motion under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. *Rose v. Thrash*, 291 S.C. 459, 354 S.E.2d 378 (1987) (comparing a 12(b)(6) motion to a 12(c) motion or demurrer). Both motions test the legal sufficiency of a claim.

FINDINGS & CONCLUSIONS

6. This Court finds that each of Defendants' claims against Plaintiff fails as a matter of law and judgment on the pleadings in favor of Plaintiff is proper pursuant to Rule 12(c), SCRCP. Each claim will be addressed in turn.

7. First, the accounting cause of action fails for lack of a fiduciary relationship between the parties and the existence of adequate remedies at law available to Defendants. Accounting is an action in equity and requires the existence of a fiduciary relationship between the parties. *See Rogers v. Salisbury Brick Corp.*, 299 S.C. 141, 144, 382 S.E.2d 915, 917 (1989). Further, to properly state a claim for accounting, a party must also allege the absence of an adequate remedy at law. *See Historic Charleston Holdings, LLC v. Mallon*, 381 S.C. 417, 427, 673 S.E.2d 448, 453 (2009). In this case, Defendants did not allege the existence of a legally cognizable fiduciary relationship or the lack of an adequate remedy at law and, for this reason, they failed to state a cause of action. (*See* Ans. & Countercl. at ¶¶ 11–14). However, the Court further finds that under South Carolina law, the relationship between a bank and its customer is one of debtor-creditor and is not fiduciary in nature. *See Cowburn v. Leventis*, 366 S.C. 20, 42, 619

#3

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S.E.2d 437, 449 (Ct. App. 2005). A narrow exception may arise where a bank undertakes advising a customer, but the facts alleged by Defendants directly contradict application of this exception. (Ans. & Countercl. at ¶ 13.) Due to the lack of a legally cognizable fiduciary relationship between Plaintiff and Defendants, this Court finds that the accounting cause of action fails as a matter of law. Finally, this Court finds that adequate remedies at law were available to Defendants and, rather than pursing those remedies, brought the counterclaims that are the subject of this Order.

8. Second, the "counterclaim" seeking dismissal of the Complaint for failure to provide notice of default and right to cure, (Ans. & Countercl. at ¶¶ 16–17), does not seek damages from Plaintiff and is therefore stricken as a counterclaim pursuant to Rule 12(f), SCRCP. This Court further notes that the notice of default and right to cure correspondence was attached to Plaintiff's Amended Reply and, therefore, may be considered as part of this Motion in accordance with Rule 10(c), SCRCP. *See also Brazell v. Windsor*, 384 S.C. 512, 515, 682 S.E.2d 824, 826 (2009).[1] Considering the pleadings, including the Amended Reply, this Court finds that Defendants cannot sustain their second counterclaim as a matter of law.

9. Third, Defendants' counterclaim for breach of contract seeks rescission of the Note and Mortgage due to an unidentified breach of the contractual agreement. (Ans. & Countercl. at ¶¶ 19–20.) To state a cause of action for rescission, South Carolina law requires a party to plead facts of fraud and deceit and the tender of

[1] Defendants had an opportunity to move to strike the exhibits from Plaintiff's Amended Reply to Answer and Counterclaim pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure, but failed to do so within the required thirty (30) day period. *See* S.C. R. Civ. P. 12(f); *see also De Pass v. Piedmont Interstate Fair Ass'n*, 217 S.C. 38, 59 S.E.2d 495 (1950).

#4

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consideration to the plaintiff. *See Warr v. Carolina Power & Light Co.*, 237 S.C. 121, 125, 115 S.E.2d 799, 801 (1960); *see also* S.C. R. Civ. P. 9(b). Here, Defendants failed to plead either requirement. Defendants fail to make any specific allegations of fraud or deceit by Plaintiff and they have not pled their ability to tender the return of the $112,000.00 borrowed. Due to Defendants' failure to plead fraud, deceit, or any type of mistake sufficient to state a claim for rescission of the contract and their failure to plead tender of funds borrowed, Plaintiff is entitled to judgment as a matter of law on the breach of contract cause of action.

10. Fourth, this Court finds that the TILA and RESPA causes of action are barred by the applicable statutes of limitations, the application of which is evident on the face of the pleadings. *See, e.g., Medlin v. S.C. Farm Bureau Mut. Ins. Co.*, 325 S.C. 195, 480 S.E.2d 739 (1997). Defendants admit to the signing of both the Note and the Mortgage on August 6, 2002, and the counterclaims for violation of TILA and RESPA were not asserted until 2013. (*See* Compl. at ¶¶ 4–6; Ans. & Countercl. at ¶ 5). The statute of limitations for a civil action for damages under the TILA is one year from the date of the occurrence of the violation. *See* 15 U.S.C. § 1640(e). The statute of limitations for a rescission claim under TILA is three years after consummation of the transaction or sale of the property, whichever occurs first. *See* 15 U.S.C. § 1635(f). Accordingly, this Court finds that any claim for damages under TILA must have been brought on or before August 6, 2003, and any claim for rescission on or before August 6, 2005. The TILA counterclaim, first asserted in 2013, is necessarily time-barred. The RESPA claim is similarly time-barred, regardless of whether Defendants were seeking relief pursuant to 12 U.S.C. § 2605 or 12 U.S.C. §§ 2607-2608. A party must assert a

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claim for violation of Section 2605 within three years of the occurrence of the violation, and a claim for violation of Sections 2607 and 2608 within one year of the date of the occurrence of the violation. *See* 12 U.S.C. § 2614. As noted above, this Court finds that because Defendants' loan was closed in 2002, any RESPA claims associated with the loan's origination are necessarily barred by the one and three year statutes of limitation. For these reasons, Plaintiff is entitled to judgment as a matter of law on both the TILA and RESPA causes of action.

11. Fifth, this Court finds that Defendants' claims for predatory lending and predatory servicing[2] are not legally cognizable claims recognized under South Carolina law and, in any event, the allegations related thereto would render any counterclaim on the same allegations time-barred. Defendants failed to present the Court with a statutory or case law basis for these purported claims and failed to identify the elements of the purported causes of action. Therefore, this Court finds that predatory lending and predatory servicing are not claims recognized by South Carolina law. In any event, this Court further finds that if the claims are construed as general common law claims for damages, they are similarly barred by a three-year statute of limitations. *See* S.C. Code Ann. § 15-3-530 (outlining three-year statute of limitations on common law claims).

12. Sixth, Defendants' allegations of failure to verify the debt and failure to provide an accounting of payments are insufficient to give rise to a legally

[2] The Court notes that the allegations related to these "counterclaims" also fail to plead facts required by Rule 8, SCRCP. (*See* Ans. & Countercl. at ¶¶ 27–32.); *Watson & Howell Builders v. Billingsley*, 310 S.C. 39, 41, 424 S.E.2d 43, 45 (Ct. App. 1992) ("Rule 8(a) of the S.C. Rules of Civil Procedure determines the sufficiency of a pleading and requires, in pertinent part: (2) a short and plain statement of the facts showing that the pleader is entitled to relief").

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cognizable claim for violation of the FDCPA. It is well-established that the FDCPA applies only to debt collectors. *See* 15 U.S.C. § 1692a. The term "debt collector" does not include a party attempting to collect its own debt and South Carolina federal district courts have held accordingly. *See, e.g., Lanier v. Branch Banking & Trust Co.*, No. 3:12-628, 2013 U.S. Dist. LEXIS 127586, at *18 (D.S.C. May 30, 2013), *adopted by* 2013 U.S. Dist. LEXIS 124267 (D.S.C. Aug. 29, 2013). This Court finds that the pleadings at issue in this case establish that Plaintiff is collecting its own debt. More specifically, Plaintiff's Complaint alleges that it is the holder of the Note and the assignee of the Mortgage. (*See* Compl. at ¶¶ 5, 10.) And, Defendants admit both of these allegations in their Answer and Counterclaim. (*See* Ans. & Countercl. at ¶¶ 5, 7.) Therefore, this Court finds Defendants' admissions are fatal to their FDCPA claim and grants judgment on the pleadings in favor of Plaintiff.

13. Seventh, Defendants' ninth counterclaim, malicious prosecution, is based solely on a prior foreclosure action, 2011-CP-40-1053, which was dismissed by joint, consent stipulation of the parties, without prejudice. South Carolina law provides that a part seeking to recover for malicious prosecution must plead the termination of the prior proceedings in their favor. *See Jordan v. Deese*, 317 S.C. 260, 261–62, 452 S.E.2d 838, 838 (1995). Defendants, having joined in and agreed to the dismissal without prejudice, have not and cannot plead this element. This Court finds that Defendants have not and cannot state a legally cognizable claim for malicious prosecution and, therefore, Plaintiff is entitled to judgment as a matter of law. *See Carter v. South Carolina*, No. 6:99-3876, 1999 U.S. Dist. LEXIS 21930, at *21–22 (D.S.C. Dec. 7, 1999) ("An action dismissed without prejudice may not serve as a componential predicate for a malicious

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prosecution action; malicious prosecution requires that the predicate action be terminated in the malicious prosecution plaintiff's favor.").

14. Finally, while this Court is granting Plaintiff's Motion in its entirety, it is hereby providing Defendants thirty (30) days from the date of entry of this Order by the Clerk of Court for Richland County to serve an amended pleading to assert any counterclaims, not encompassed by this Order, that Defendants can substantiate and which are sustainable pursuant to Rule 11, SCRCP. Defendants may not re-plead the counterclaims dismissed, with prejudice, by this Order. If Defendants decline to assert any new counterclaims within 30 days, their right to amend shall expire and the case shall move forward on Plaintiff's Complaint.

NOW, THEREFORE, the Court concludes that, based on the arguments and briefing submitted to the Court, it is appropriate to grant Plaintiff's Motion for Judgment on the Pleadings as to Defendants' Counterclaims in its entirety. Therefore, the Court hereby **GRANTS** the Motion, in its entirety, and **DISMISSES** Defendants' counterclaims against Plaintiff, with prejudice. Further, the Court hereby grants Defendants thirty (30) days from entry of this Order to assert any counterclaims, other than those resolved by this Order, which Defendants can assert and substantiate in accordance with Rule 11, SCRCP.

IT IS SO ORDERED, this 14 **day of** July **, 2015.**

~~The Honorable~~ Donald B. Hocker
Presiding Judge

Laurens, South Carolina

#8

Exhibit 4

Bankruptcy Order on Summary Judgment

(March 17, 2020)

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

In re, Janet Louise Nelums, Debtor(s).	C/A No. 18-05885-JW Adv. Pro. No. 19-80032-JW Chapter 13 **ORDER ON CROSS-MOTIONS FOR SUMMARY JUDGMENT**
Janet Louise Nelums, Plaintiff(s), v. Specialized Loan Servicing, LLC; Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B; Defendant(s).	

This matter comes before the Court on cross-motions for summary judgment filed by Janet Louise Nelums ("Plaintiff") and Specialized Loan Servicing LLC, as servicing agent for Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B ("SLS").[1] A hearing was held on the cross-motions for summary judgment. The Court makes the following findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052.[2]

[1] For the purposes of this Order, the Court will refer to Specialized Loan Servicing, LLC as "SLS" and Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B as "Deutsche Bank as Trustee." **Unless indicated otherwise, all references to SLS shall be in its capacity as servicing agent for Deutsche Bank as Trustee.**

[2] To the extent the following findings of fact are considered conclusions of law, they are adopted as such, and vice versa.

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UNDISPUTED FACTS

The present matter centers on whether SLS is a creditor of Plaintiff and a lienholder on Plaintiff's residence. At the hearing on the cross-motions for summary judgment, all parties agreed that there was no dispute of material fact and that the Court could dispose of all the issues raised in the adversary proceeding at the summary judgment stage. The Court finds the following undisputed facts are relevant and material to this matter:

1. On August 6, 2002, Plaintiff executed and gave a note in the amount of $112,000 to IndyMac Bank, F.S.B. ("Note").

2. Also on August 6, 2002, to secure the Note, Plaintiff and her husband, Christopher Nelums, executed and delivered a mortgage to IndyMac Bank, F.S.B. ("Mortgage") as to the property known as 813 N. Highland Forest Drive, Columbia, South Carolina ("Residence").

3. On May 21, 2004, an assignment of the Mortgage ("Assignment") was recorded in the public records for Richland County, South Carolina, which stated that IndyMac Bank, F.S.B. assigned "all our rights, title and interest in and to" the Mortgage and related Note to Deutsche Bank National Trust Company as Trustee under the Pooling and Servicing Agreement Series 2002-B.

4. On November 19, 2018, Plaintiff filed a petition for relief under chapter 13 of the Bankruptcy Code, which was designated as C/A No. 18-05885-jw ("Main Bankruptcy Case").

5. On December 17, 2018, in the Main Bankruptcy Case, Plaintiff proposed a chapter 13 plan that asserted that neither SLS nor Deutsche Bank as Trustee are the holder of the Mortgage. The plan provided that Plaintiff would pay a post-petition monthly amount (in

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the amount that SLS asserts is the monthly mortgage payment) to the Chapter 13 Trustee and that, the Trustee is to pay those payments upon confirmation if the Court determines that SLS or Deutsche Bank as Trustee is the proper lienholder and has an allowed secured claim. The proposed plan does not provide for treatment of any pre-petition arrearage that may be owed under the loan.

6. On January 14, 2019, SLS filed in the Main Bankruptcy Case an objection to confirmation of Plaintiff's proposed chapter 13 plan, alleging that it does not comply with 11 U.S.C. § 1322(a)(5) and does not provide a cure of Plaintiff's pre-petition arrearage.

7. On January 25, 2019, Deutsche Bank as Trustee through SLS filed a proof of claim stating a total debt amount of $218,479.21 with an amount necessary to cure the pre-petition default of $121,753.45.[3] The proof of claim included a copy of the original indorsed Note, the Mortgage, and the Assignment.

8. On January 30, 2019, Plaintiff filed in the Main Bankruptcy Case an objection to the claim filed by Deutsche Bank as Trustee through SLS. Plaintiff's objection to claim asserts that the Note and Mortgage were split upon the securitization of the loan, which causes neither Deutsche Bank as Trustee nor SLS to be the holder of the Note and Mortgage. However, Plaintiff did not dispute that the claim was filed in compliance with Fed. R. Bankr. P. 3001 or dispute the amounts stated as being due in the claim.

9. At the hearing on Plaintiff's objection to claim, the Court determined, and the parties agreed, that the relief sought by Plaintiff regarding the Note and Mortgage must be brought as an adversary proceeding pursuant to Fed. R. Bankr. P. 3007(b) and provided

[3] The proof of claim indicates that Plaintiff is contractually due for the August 1, 2010 payment. Plaintiff did not dispute that she has not made a payment on the loan in nearly ten years.

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Plaintiff with thirty days to commence an adversary proceeding. All parties agreed that the objection to confirmation filed by SLS and Plaintiff's objection to claim would be fully determined by the findings and conclusions reached in this adversary proceeding. As the outcome of the adversary proceeding would control the determination of the parties' objections, both objections remain pending in Plaintiff's Main Bankruptcy Case while the Court considers the present adversary proceeding.

10. On May 3, 2019, Plaintiff commenced the present adversary proceeding.

11. After SLS filed an answer to Plaintiff's complaint, the parties were provided 155 days to conduct discovery.

12. On November 12, 2019, Plaintiff filed a Motion for Summary Judgment.

13. On November 26, 2019, the parties entered a consent Pre-Trial Order, which extended the time for the parties to complete discovery and to file motions for summary judgment.

14. On January 31, 2020, SLS filed its Motion for Summary Judgment and Plaintiff filed an Amended Motion for Summary Judgment.

15. At the hearing on the cross motions for summary judgment, counsel for SLS demonstrated her possession of the original Note, which contained a blank indorsement from IndyMac Bank, F.S.B.[4]

[4] On the eve of the hearing on the cross-motions for summary judgment, SLS filed an affidavit of Shane Ellis, an Assistant Vice President of SLS, to authenticate the Note and Mortgage. Plaintiff filed a motion to exclude the affidavit on the grounds that it was untimely and prejudicial. The Court's second amended scheduling order entered on November 26, 2019, which was consented to by counsel for both parties, provides that "[a]n opposing affidavit [pursuant to Fed.R. Civ. P. 56(c)] may be filed at any time prior to the day of the hearing." Therefore, based on the deadline set forth in the Court's order, the affidavit was timely filed.

Regardless of this affidavit and motion to exclude, Plaintiff agreed at the hearing that the signature on the Note appeared to be hers but that she has no personal knowledge of the indorsement included on the Note. SLS has asserted that it is the holder of the Note, indorsed in blank, since prior to the filing of this adversary proceeding. Plaintiff has not raised any allegations regarding the authenticity of the indorsement and, after

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16. Also at the hearing, SLS withdrew the counterclaims asserted against Plaintiff.

CONCLUSIONS OF LAW

Summary Judgment Standard

Federal Rule of Civil Procedure 56(a), which is made applicable to this proceeding by Federal Rule of Bankruptcy Procedure 7056, provides that "[t]he Court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). At the summary judgment phase, "[t]he pertinent inquiry is whether 'there are any genuine factual issues that properly can be resolved only by a finder of fact because they may reasonably be resolved in favor of either party.*" Reyazuddin v. Montgomery Cty., Md.*, 789 F.3d 407, 413 (4th Cir. 2015) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986)).

Once the moving party makes a summary judgment motion, the burden is on the nonmoving party to demonstrate there is a genuine issue of material fact for trial. *Guessous v. Fairview Prop. Invs., LLC*, 828 F.3d 208, 216 (4th Cir. 2016). The evidence presented must be viewed in the light most favorable to the nonmoving party. *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). The Supreme Court has explained that "[o]nly disputes over facts that might affect the outcome of the suit under governing law will properly preclude the entry of summary judgment. Factual disputes that are irrelevant or unnecessary will not be counted." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. at 248.

completing discovery, has presented no facts to dispute that SLS is the holder of the original Note, indorsed in blank.

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Important to this ruling, the parties in this matter stipulated on the record at the hearing and agreed that no genuine issue of material fact exists, and therefore, the Court should grant one of the motions for summary judgment as a matter of law.[5]

"Creditor" under the Bankruptcy Code

Plaintiff seeks a declaratory judgment that neither SLS nor Deutsche Bank as Trustee are creditors of Plaintiff and do not hold a lien interest in Plaintiff's Residence.

A "creditor" is defined for purposes of the Bankruptcy Code as an "entity that has a claim against the debtor that arose at the time of or before the order for relief concerning the debtor . . . ." 11 U.S.C. § 101(10)(A) (2020). The Bankruptcy Code defines a "claim" as a "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured . . . ." 11 U.S.C. § 101(5)(A) (2020). Therefore, the critical issue in this matter is whether SLS has a "right to payment" against Plaintiff.

Right to Payment under Article 3 of the South Carolina Commercial Code

The claim filed by SLS is based upon the Note and Mortgage Plaintiff executed in 2002. Under South Carolina law, a mortgage note is considered a negotiable instrument under Article 3 of the South Carolina Commercial Code (S.C. Code Ann. § 36-3-101, *et al.*).[6] *See*

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[5] This stipulation waived any right to assert a remaining genuine issue of material fact as a defense to either summary judgment motion.

[6] The parties did not address the choice of law in this matter. Based on the record and the language of the Mortgage, it appears to the Court that South Carolina law applies to this matter.

Further, the parties did not address which version of the South Carolina Commercial Code applies—the version in effect when the note was executed in 2002 or the present version of the Code. In 2008, the South Carolina Legislature significantly revised the S.C. Commercial Code, which provided that the controlling version of the Commercial Code is dependent on when the relevant "transaction" occurred. In the present matter, the Court would reach the same conclusion (that SLS as the holder of the note, indorsed in blank has a right to payment from Plaintiff) under both the present version of the S.C. Commercial Code or the version in effect in 2002. The Court has observed that, in recent opinions, the Court of Appeals for South Carolina has applied the revised version of the Commercial Code to loans which were executed prior to the revision. *See, e.g., Bank of Am., N.A. v. Draper*, 746 S.E.2d 478, 479 (S.C. Ct. App. 2013) (applying the revised commercial code to a note

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Swindler v. Swindler, 584 S.E.2d 438, 440–41 (S.C. Ct. App. 2003) (finding that Article 3 governs a note secured by a mortgage on real property). Under the South Carolina Commercial Code, payment under a negotiable instrument is to be made to a "person entitled to enforce the instrument" under § 36-3-301. *See* S.C. Code Ann. § 36-3-602(a) (2020) ("[A]n instrument is paid to the extent payment is made by or on behalf of a party obliged to pay the instrument, and to a person entitled to enforce the instrument."). Section 36-3-301 of the South Carolina Code provides that "person entitled to enforce" a negotiable instrument includes "the holder of the instrument . . . . A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument." *Id.* at § 36-3-301. The South Carolina Commercial Code defines a holder as "a person in possession of a negotiable instrument that is payable either to bearer or an identified person that is the person in possession . . ." *Id.* at § 36-1-201(21). Therefore, under South Carolina law, a party in possession of an original note that either is bearer paper or specifically indorsed to that party has a right to payment under the note.

In the present matter, the undisputed facts indicate that SLS is in possession of the original Note. Counsel for SLS displayed that document, along with the original Mortgage and mortgage Assignment, at the hearing on the cross-motions for summary judgment, and

executed in 2005); *Wilmington Savings Fund Society v. Furmanchik*, C/A No. 2015-UP-353, slip op., 2015 WL 4275455 (S.C. Ct. App. July 15, 2015) (applying the revised Commercial Code to a loan executed in 2006).

Therefore, for the purposes of this Order, the Court will address the matter under the present version of the S.C. Commercial Code with the understanding that the result would be the same under the prior version of the Code in effect in 2002. *See* S.C. Code Ann. § 36-1-201(20) (2002) ("'Holder' means a person who is in possession of a document of title or an instrument or a certificated investment security drawn, issued, or indorsed to him or to his order or to bearer or in blank."); § 36-3-204(b) (2002) ("An indorsement in blank specifies no particular indorsee and may consist of a mere signature. An instrument payable to order and indorsed in blank becomes payable to bearer and may be negotiated by deliver alone until specially indorsed."); and § 36-3-301 (2002) ("The holder of an instrument whether or not he is the owner may transfer or negotiate it and . . . enforce payment in his own name.").

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copies were attached to the proof of claim filed in this case as well as motion for summary judgment filed by SLS. The Note, which was originally given to IndyMac Bank, F.S.B. contains an original indorsement in blank, executed by IndyMac Bank, F.S.B. Plaintiff's pleadings do not dispute the authenticity of the indorsement included on the Note. Under S.C. Code Ann. § 36-3-205, "[w]hen indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specifically indorsed."

While Plaintiff has raised arguments that SLS failed to provide the documentation demonstrating its purchase of the mortgage loan or its inclusion in a Mortgage Loan Purchase Agreement, such documentation is not required to transfer and negotiate the right to payment of a bearer instrument under the South Carolina Code.[7] Possession alone is sufficient to demonstrate the negotiation of such an instrument. *See* S.C. Code Ann. § 36-3-205 (2020).

Further, under South Carolina law, it is well-established that a servicer, which is a party that collects a debt on behalf of another party, has standing and is a real party in interest to commence a foreclosure action and file a proof of claim in a bankruptcy case. *See In re Woodberry*, 383 B.R. 373 (Bankr. D.S.C. 2008); *In re Neals*, 459 B.R. 612 (Bankr. D.S.C. 2011); *Bank of America, N.A. v. Draper*, 746 S.E.2d 478 (S.C. Ct. App. 2013).

For these reasons, the Court finds based on the undisputed facts that SLS is the party in possession of the original Note that is indorsed in blank, and therefore the Note's holder. Further, SLS acts in this case as the servicer for Deutsche Bank as Trustee. As the Note's holder, SLS is a party entitled to enforce it under the South Carolina Commercial Code and

[7] Plaintiff asserts that a party must be the holder in due course to be able to enforce a negotiable instrument; however, section 36-3-301 of the South Carolina Code does not contain this requirement. Under S.C. Code Ann. 36-3-305, a holder in due course is subject to fewer defenses as result of its status, but that status is not a requirement to the enforceability of an instrument. Therefore, the Court finds Plaintiff's arguments to be unpersuasive.

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has the current right to payment from Plaintiff under the Note. Therefore, SLS is a "creditor" of Plaintiff as defined by the Bankruptcy Code.

Mortgage Follows the Note in South Carolina

As a matter of South Carolina law, the transfer of a note also carries with it the transfer of the related mortgage, regardless of whether an assignment of mortgage has been executed and filed in the public records. The Fourth Circuit Court of Appeals has held:

> South Carolina has long upheld "the familiar and uncontroverted proposition ... that the assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but that the assignment of the mortgage alone does not carry with it an assignment of the note." *Hahn v. Smith*, 157 S.C. 157, 154 S.E. 112, 115 (1930); *see also Ballou v. Young*, 42 S.C. 170, 20 S.E. 84, 85 (1894) ("The transfer of a note carries with it a mortgage given to secure payment of such note."). Thus, because [defendant] is the holder of the note, it is also the holder of the mortgage.

Scheider v. Deutsche Bank Nat. Tr. Co., 572 F. App'x 185, 190 (4th Cir. 2014). Also in *Scheider*, the Fourth Circuit rejected the arguments of the plaintiff in that matter that this "longstanding rule is unsuited to the complex securitization of mortgage so prevalent today[,]" finding that "South Carolina has [not] revisited its law on negotiable instruments—especially as its higher courts continue to apply [the rule that a mortgage follows the note]." *Id.* at 190-91.

While Plaintiff in this action has alleged that the securitization of the mortgage loan has "split" the Note from its related Mortgage, courts applying South Carolina law have routinely rejected that the mortgage may be split from its note. *See id.* at 190 ("If we permitted the split-the-note theory that [plaintiffs] propose, 'there would be little reason for notes to exist in the first place,' as '[o]ne of the defining features of notes is their transferability.' The idea that 'transferring a note would strip it from the security that gives it value and render the note largely worthless . . . cannot be—and is not—the law.") (quoting *Horvath v. Bank of*

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New York N.A., 641 F.3d 617, 624 (4th Cir 2011)); *Bruce v. Wilmington Savings Fund Society, FSB, Trustee of Stanwich Mortgage Loan Trust*, C/A No. 2:18-2555:BHH-BM, 2019 WL 1293718 (D.S.C. Jan. 15, 2019) (rejecting plaintiff's attempts "to assert a 'split the note' argument, [which claimed] that in order to have standing in a foreclosure case a plaintiff in a state court action must have acquired the mortgage"); *Cooper v. Van Slambrook*, C/A No. 2:19-649-DCN-BM, 2019 WL 3777153 (D.S.C. June 4, 2019) (same); *Wyman v. Chellis*, C/A No. 2:17-2946-RMG-BM, 2018 WL 1801644 (D.S.C. Jan. 30, 2018) (same).

Further, in the present matter, Plaintiff's arguments are also defeated because the record also contains a 2004 assignment of the mortgage, which assigns the Mortgage from Indymac Bank, F.S.B., the original mortgagee, to Deutsche Bank as Trustee, the entity for which SLS is servicing the debt.

Because South Carolina law provides that holder of the note is also the holder of the mortgage, SLS, as the holder of the Note, is also entitled to enforce the Mortgage on behalf of Deutsche Bank as Trustee.

While these findings and conclusions are dispositive of the motions for summary judgment before the Court and therefore, may conclude this adversary proceeding,[8] the Court will nevertheless address Plaintiff's assertions in her motion for summary judgment.

[8] SLS also argued that Plaintiff was barred from challenging its status as a note holder based on a prior order of the state court. However, while a copy of certain portions of this order was included with its motion for summary judgment, it appears counsel for SLS inadvertently omitted the page including the alleged relevant findings of the state court. At the hearing, counsel for SLS asked the Court to take judicial notice of the state court's order as a result of her error. As the Court finds the actions of counsel for SLS were not intentional and because the state court's order is not subject to a reasonable dispute since it can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned, the Court takes judicial notice of the state court order pursuant to Fed. R. Evid. 201. Ultimately, the Court reaches its determination of summary judgment without the need to consider the state court's order at this time.

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Plaintiff's Arguments

Plaintiff asserts a number of arguments regarding the status of SLS as a creditor and lienholder. Plaintiff's only evidence submitted in support of her summary judgment motion is the affidavit and declaration of her purported expert, Cyndee Rae Estrada.[9] At the summary judgment stage, the information contained in an affidavit or declaration must be admissible into evidence at trial. See Fed. R. Civ. P. 56(c)(4). The admissibility of expert testimony is governed by Fed. R. Evid. 702.[10] The Fourth Circuit Court of Appeals has provided the following guidance regarding the admission of expert testimony:

> Ultimately, an expert's testimony is admissible under Rule 702 if it "rests on a reliable foundation and is relevant." *Kumho Tire Co. v. Carmichael*, 526 U.S. 137, 141, 119 S.Ct. 1167, 143 L.Ed.2d 238 (1999) (internal quotation marks omitted). The district court's role in considering the admissibility of expert testimony is that of a "gate-keeper," whose prime task is to assess the reliability and relevancy of the proffered evidence. *See id.* at 1174. . . .
>
> As the gate-keeper, the district court must remember that due to the difficulty of evaluating their testimony, expert witnesses have the potential to "be both powerful and quite misleading." *Daubert*, 509 at 595 (internal quotation marks omitted).

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9 Ms. Estrada's affidavit and declaration included multiple attachments:

- A Form 8-k filed with the S.E.C. on November 18, 2002 by Deutsche Bank as Trustee
- A Form T-1 filed with the S.E.C. on July 25, 2018 by Deutsche Bank National Trust Company
- An internal memorandum from Deutsche Bank as Trustee to holders of mortgage-backed securities dated October 25, 2010
- An internal memorandum from Deutsche Bank as Trustee to loan servicers dated October 8, 2010
- An internal memorandum from Deutsche Bank as Trustee to loan servicers dated July 28, 2008
- An internal memorandum from Deutsche Bank as Trustee to loan servicers dated August 30, 2007

These documents were not authenticated, and a foundation was not created through the affidavit and declaration and some may be inadmissible at trial if Ms. Estrada is not qualified as an expert by the Court.

10 Fed. R. Evid. 702 provides that "[i]f scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue, a witness qualified as an expert . . . may testify thereto in the form of an opinion or otherwise."

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Higginbotham v. KCS Int'l, Inc., 85 F. App'x 911, 914 (4th Cir. 2004).

SLS moved to exclude Ms. Estrada's affidavit on several grounds. SLS asserted that Ms. Estrada is not qualified to serve as an expert in this matter and that the affidavit amounts to an improper statement of legal conclusions.

SLS first calls the Court's attention to the fact that Ms. Estrada asserts that she is a "forensic loan auditor" and that she should not be recognized as an expert. The legitimacy of expertise in such a field has been questioned by other courts. For example, the U.S. District Court for the Northern District of Georgia has stated the following regarding "forensic loan auditors:"

> [The purported expert's] affidavit recasts the same arguments repeatedly made by owners in an attempt to forestall foreclosure. It is replete with erroneous statements of law and wholly unhelpful to a resolution of the case. It is not surprising, therefore, that numerous consumer protection agencies, as well as state Attorneys General and the Federal Trade Commission have issued consumer alerts warning homeowners not to fall prey to the scam of "forensic loan auditors."

Cummings v. Mortg. Elec. Registration Sys., Inc., No. 1:13-CV-3302-TWT, 2014 WL 3767797, at *5 (N.D. Ga. July 30, 2014); *see also Hakimi v. Bank of New York Mellon*, No. 2:14-CV-2215 JCM CWH, 2015 WL 2097872, at *4 (D. Nev. May 5, 2015) ("The Federal Trade Commission describes so-called "forensic loan audits" as a technique used by '[f]raudulent foreclosure 'rescue' professionals [who] use half-truths and outright lies to sell services that promise relief to homeowners in distress.' ") (quoting The Federal Trade Commission, *Forensic Loan Audits*, FTC Consumer information (Mar.2010), https://www.consumer.ftc.gov/articles/0130–forensic–loan–audits). While Plaintiff takes exception to SLS's accusation that Ms. Estrada is participating in a fraud, the Court nevertheless declines to qualify her as an expert in this matter and finds that her report is

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wholly unhelpful to the resolution of the case and that it is not admissible expert testimony under Fed. R. Evid. 702 for the reasons stated herein.[11]

First, the reliability of a similar report by Ms. Estrada herself has been significantly doubted by another court in a similar circumstance. Specifically, in a case where Ms. Estrada was retained to serve as an expert witness for plaintiffs who sought to invalidate their mortgage note, the U.S. District Court for the District of Arizona found that the report of Ms. Estrada was of questionable reliability, "belied by the overwhelming documentary evidence," and "belied by simple common sense." *Rich v. BAC Home Loans Servicing LP*, C/A No. 11-00511-PHX-DLR, slip op. 2014 WL 7671615 (D. Ariz. Oct. 9, 2014) aff'd 666 F. App'x 635 (9th Cir. 2016).

Second, in reviewing the declaration and affidavit, Ms. Estrada's affidavit primarily amounts to legal arguments as to the correct interpretation of the applicable law, much of which has been repeated by Plaintiff in her pleadings. "[O]pinion testimony that states a legal standard or draws a legal conclusion by applying law to the facts is generally inadmissible." *United States v. McIver*, 470 F.3d 550, 562 (4th Cir. 2006) (determining whether the opinion testimony of a physician-expert constituted an impermissible legal conclusions). Generally, the Fourth Circuit identifies "improper legal conclusions by determining whether 'the terms used by the witness have a separate, distinct and specialized meaning in the law different from that present in the vernacular.'" *Id.* In the present matter, Ms. Estrada cites to numerous statutes, and regulations and uses legal terms of art to assert an ultimate conclusion that SLS or Deutsche Bank as Trustee cannot be a "holder" of the Note and could not be a "creditor"

[11] While the curriculum vitae that Ms. Estrada attached to her declaration included a listing of several cases in which she indicates she was "acknowledged" as an expert by the court, based upon a review of several of the federal cases listed, it does not appear that she was in fact qualified as an expert under Fed. R. Evid. 702 by those courts.

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of Plaintiff. In short, Ms. Estrada's affidavit and declaration were more akin to a legal brief filed by counsel than a report by an expert. Even at the hearing, counsel for the Plaintiff referred the Court to Ms. Estrada's affidavit for a summary of the Plaintiff's positions. Such arguments of law by an alleged expert witness would not be admissible at trial and are not permitted in an affidavit submitted in support of summary judgment.

Third, as discussed more fully below, Ms. Estrada's declaration and affidavit contain incorrect legal conclusions under South Carolina law and focus on trivial and immaterial issues in the matter before the Court.[12] In short, the affidavit and declaration are unhelpful to the resolution of this adversary proceeding.

For these reasons, the Court grants SLS's motion to exclude the affidavit of Ms. Estrada on the basis that the Court finds that the Plaintiff has not satisfied her burden of showing that Ms. Estrada is qualified to serve as an expert in this matter, that her opinions are reliable, and that her affidavit and declaration do not amount to impermissible legal conclusions.

Further, even if the Court were to consider Ms. Estrada's opinion, the Court finds the legal assertions contained her affidavit and declaration to be unfounded, unpersuasive and immaterial to the resolution of the matters before the Court.

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[12] For example, in her Declaration, Ms. Estrada relies on a fact that Deutsche Bank as Trustee does not have a certificate of authority to transact business in South Carolina; however, the South Carolina Code provides a clear exception to this requirement to parties for "creating or acquiring any indebtedness, mortgages and securities interests in real or personal property" and "securing or collecting debts or enforcing mortgages, securities interests, or other rights in property securing debts . . . ." S.C. Code Ann. § 33-15-102(b)(7) & (8) (2020).

Also, in her affidavit, Ms. Estrada relies on a fact that SLS has been informed that it should not bring foreclosure actions naming Deutsche Bank National Trust Company, individually, as the plaintiff. However, in the present matter, SLS is acting as servicer for Deutsche Bank National Trust Company in a representative capacity as a trustee.

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Securitization of the Mortgage Loan

Plaintiff, through Ms. Estrada, asserts that because the Note and Mortgage were securitized,[13] they are no longer collectable and that the Note is no longer subject to Article 3 of the South Carolina Commercial Code. Instead, Plaintiff asserts that the Note is subject to Article 8 of the Code.

The Court first observes that Plaintiff has cited no case law or statute in support of this position that, upon the securitization of the Mortgage loan, the Note and Mortgage were effectively nullified/paid or that Article 3 is not applicable to this matter.

On the other hand, courts, including those applying South Carolina law, have routinely rejected the argument that a loan is no longer collectable or otherwise "paid" upon being securitized. *See, e.g., Wright v. Bank of America, N.A.*, 2014 WL 3565822 (D.S.C. July 18, 2014) ("Federal courts have also consistently rejected [Plaintiff's] argument that securitization nullified his loan."); *Porterfield v. JP Morgan Chase Bank, Nat'l Ass'n*, 2013 WL 5755499 (E.D.N.C. Oct. 23, 2013) (rejecting the plaintiff's argument that upon securitization, the note "became stock which means it is no longer a loan and is thus extinguished"); *Batchelor v. Wells Fargo Bank, N.A.*, 2013 WL 1499583 at *3 (E.D. Mich. Mar. 15, 2013) ("Plaintiff's argument—that Defendant's securitization of his loan relieved him of his obligation to pay on the note—has been consistently rejected . . . nationwide.").

"Securitization merely creates a separate contract, distinct from [p]laintiffs['] debt obligations" under the note and does not change the relationship of the parties in any way . . . ." *Reyes v. GMAC Mortg. LLC*, 2011 WL 1322775 (D. Nev. April 5, 2011) (internal quotations

[13] The Fourth Circuit has described mortgage securitizations as "numerous mortgages [that] are grouped together into a special purpose vehicle, such as a trust. The vehicle then issues mortgage-backed securities to investors." *Scheider*, 572 F. App'x at 188 n. 2.

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omitted); *see also Bhatti v. Guild Mortg. Co.*, 2011 WL 6300229 at *5 (W.D. Wash. Dec. 16, 2011) (same); *Commonwealth Prop. Advocates, LLC v. First Horizon Home Loan Corp.*, No. 2:10-CV-375, 2010 WL 4788209, at *2 (D. Utah Nov. 16, 2010), *aff'd sub nom. Commonwealth Prop. Advocates, LLC v. Mortg. Elec. Registration Sys., Inc.*, 680 F.3d 1194 (10th Cir. 2011) ("Any new contract that is the result of securitization does not free [Plaintiffs'] from the express terms of [the] Deed of Trust . . . ."); *Larota-Florez v. Goldman Sachs Mortg. Co.*, 719 F.Supp. 2d 636, 641 (E.D. Va. 2010) (finding "federal law explicitly allows for the creation of mortgage-related securities" and that "[f]oreclosures are routinely and justifiably conducted by trustees of securitized mortgages").

Further, South Carolina state courts have routinely applied Article 3 of the South Carolina Commercial Code to foreclosure actions brought by the trustee of a securitized mortgage loan. *See, e.g.*, *HSBC Bank of USA, Nat'l Ass'n, as Trustee for the Holders of the Deutsche Alt-A Secs., Inc. Mortg. Loan Trust, Mortg. Pass-Through Certificates Series 2007-A4 v. Ryba*, 2019 WL 1551671 (S.C. Ct. App. Apr. 10, 2019) (applying Article 3 in the context of the foreclosure of a securitized mortgage); *Bank of N.Y. Mellon as Trustee for the Benefit of Certificateholders of Popular ABS, Inc. Mortg. Pass-Through Certificates Series 2006-E v. Taylor*, 2018 WL 21295-8 (S.C. Ct. App. May 9, 2018) (same); *U.S. Bank Nat'l Ass'n as Trustee under the Pooling and Service Agreement with Pooling ID# 0040323 and Distribution Series 2006-EMX3 v. Johnson*, 2012 WL 10864163 (S.C. Ct. App. Nov. 14, 2012) (same). In addition, the Fourth Circuit Court of Appeals, applying South Carolina law, upheld a U.S. District Court's finding that, under Article 3, the trustee of a securitized mortgage was the holder of the note and mortgage and entitled to enforce the loan. *Scheider*, 572 F. App'x at 189–90.

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For these reasons, the Court overrules the arguments of Plaintiff, as expressed in Ms. Estrada's affidavit, that under South Carolina law, the securitization of the mortgage loan nullifies a party's obligation under a note and removes the note from the requirements of Article 3 of the South Carolina Commercial Code.

Ownership of the Note and Mortgage

Plaintiff also makes a number of arguments regarding the ownership of the Note and Mortgage, including that Deutsche Bank has not proven its ownership of the loan. Further, Ms. Estrada asserts in her affidavit that IndyMac ABS, Inc. is the owner of the Note.

This Court has recently held that "a debtor has the right to challenge whether the creditor filing a proof of claim is the holder of the note," but that a debtor does not have standing to challenge the ownership of the note because ownership does not control who may enforce the note under the South Carolina Commercial Code or who may file the proof of claim in a bankruptcy case. *In re Fields*, C/A No. 18-06502-JW at p. 16 (Bankr. D.S.C. Aug. 8, 2019) (quoting *In re Simmerman*, 463 B.R. 47, 60 (Bankr. S.D. Ohio 2011)). As previously discussed, under the South Carolina Commercial Code, the holder of a bearer instrument, such as the Note in this matter, does not need to be the owner of the instrument in order to enforce it and be entitled to a right to payment. Further, under South Carolina law, the mortgage follows the note. Arguments and opinions regarding ownership are not material to the present matter. For these reasons, Plaintiff's arguments regarding the ownership of the Note and Mortgage are not relevant to the determination of whether SLS is entitled to a right of payment under South Carolina law and are overruled.

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Alleged Issues of Authority

Plaintiff, through Ms. Estrada's affidavit, has also made several allegations regarding the authority of Deutsche Bank as Trustee and SLS to commence collection actions, including a foreclosure action. Such allegations include that Deutsche Bank as Trustee does not have authority under "Trust Fund regulations" to execute a power of attorney to SLS to collect on its behalf and that Deutsche Bank as Trustee has no control over SLS's collection efforts. [14] However, these arguments related to authority do not dispute the fact that SLS is the holder of the Note and acting as the servicer for Deutsche Bank as Trustee, the key facts to determine who has a right to payment under South Carolina law.

[14] On this subject, Ms. Estrada relies upon communication with Reynaldo Reyes, a Vice President of Deutsche Bank National Trust Company. Ms. Estrada's affidavit states: "As written the [sic] previous memos (see attached) [sic] [Mr. Reyes] said that Deutsche Bank National Trust Company (in any capacity) is not really suing the Defendants [sic], which has been apparently brought and prosecuted purely at the direction of SLS without authorization from Deutsche Bank National Trust Company." However, Mr. Reyes' purported statements appear to be clarified by the internal memoranda of Deutsche Bank as Trustee that Ms. Estrada included with her affidavit. These memoranda clearly indicate an expectation of Deutsche Bank as Trustee that servicers are to commence foreclosure and collections actions for the subject loans. For example, the memoranda state:

- "The pooling and servicing agreements or other governing documents for the Trusts (collectively, the 'Governing Documents') provide that the Servicer is solely responsible for the performance of all loan-level remedial collection activity on behalf of the beneficiaries of the Trusts, including without limitation, all foreclosure activity and all maintenance and sales of resulting REO properties. The Governing Documents typically require the Trustee to furnish the Servicer with powers of attorney that allow the Servicer to sign documents and institute legal actions, including foreclosure proceedings, in the name of the Trustee on behalf of the Trusts in connection with these servicing activities. The Governing Documents also provide that the Trustee shall not be responsible for the acts or omissions of the Servicer, including acts or omissions relating to the use or misuse of such powers of attorney."
- "Servicers act for the benefit of the Trusts, and in the name of the Trustee, but are not themselves the Trustee."
- "In no event should servicer-retained foreclosure professionals, including counsel, mislead third parties, including courts, into believing that the Trustee directly controls the foreclosure process or any related litigation process."

Further, these alleged statements of Mr. Reyes do not dispute the material facts that SLS is the servicer for Plaintiff's loan or that SLS is the holder of the Note and Mortgage, and therefore, is a creditor of Plaintiff and lienholder on Plaintiff's Residence.

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Further, these theories are again bare legal conclusions without any case law or statutory support and appear to relate to agreements between SLS and Deutsch Bank as Trustee. In that regard, it has been held that a non-party cannot collaterally attack the validity or alleged deficiencies regarding these types of agreements. *See, e.g., Scheider v. Deutsche Bank National Trust Company*, C/A No. 9:11-395-SB, slip op. 2013 WL 12106925 D.S.C. Apr. 11, 2013) aff'd 572 F. App'x 185 (4th Cir. 2014) ("[T]he Court agrees with the Defendants that the Plaintiffs lack standing to question the validity of the assignment of the note based on alleged violations of the [pooling and servicing agreement] PSA . . . ."); *Kain v. Bank of New York Mellon, f/k/a Bank of New York as Trustee for the Certificateholders CWABS, Inc. Asset-Backed Certificates Series 2005-16 (In re Kain)*, C/A No. 08-08404-HB, Adv. Pro. No. 10-80047-HB, slip op. 2012 WL 1098465 (Bankr. D.S.C. Mar. 30, 2012) aff'd C/A No. 7:12-cv-02031-JMC, slip op. 2013 WL 1115597 (D.S.C. Mar. 18, 2013) ([T]his Court is swayed by the recent authority finding that debtor, who are not parties to or third party beneficiaries of a PSA, lack standing to challenge the validity of or noncompliance with terms of a PSA.").

Therefore, for the foregoing reasons, the Court finds Plaintiff's arguments do not support summary judgment for Plaintiff and that, as a matter of law, summary judgment should be granted in favor of SLS in this matter.[15]

[15] By stipulation of the parties, the resolution of this adversary proceeding will control the determination of the objection to claim and objection to confirmation which are pending in the Main Bankruptcy Case. In regard to Plaintiff's objection to the claim of Deutsche Bank as Trustee filed by SLS, she does not dispute that the proof of claim was filed in compliance with Fed. R. Bankr. P. 3001, and therefore, pursuant to Fed. R. Bankr. P. 3001(f), the claim has *prima facie* evidence of validity and amount. For the same reasons stated herein, the Court further finds that Plaintiff has not overcome its burden to rebut the *prima facie* evidence of the claim. Separate orders on the objection to claim and objection to confirmation will be entered in relation to the continued hearing on those matters, scheduled for March 26, 2020 at 9:00 AM in Columbia, South Carolina.

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CONCLUSION

For the foregoing reasons, the Court finds, based on the undisputed facts that Specialized Loan Servicing LLC, as servicing agent for Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B is a creditor of Janet Louise Nelums and the holder of the Note and the Mortgage that secures her Residence, and therefore, Specialized Loan Servicing LLC, as servicing agent for Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B is entitled to summary judgment in this declaratory judgment proceeding as a matter of law. Based thereon, the Court denies Janet Louise Nelums' motion for summary judgment and grants the motion for summary judgment filed by Specialized Loan Servicing LLC, as servicing agent for Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B.

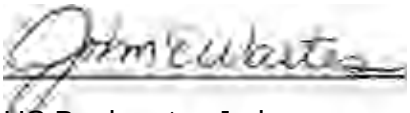
AND IT IS SO ORDERED.

Columbia, South Carolina
March 17, 2020

FILED BY THE COURT
03/17/2020



Entered: 03/17/2020



US Bankruptcy Judge
District of South Carolina

Exhibit 5

Bankruptcy Court's Order Denying Motion

(May 22, 2020)

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U.S. BANKRUPTCY COURT
District of South Carolina

Adversary Proceeding Number: **19-80032-jw**

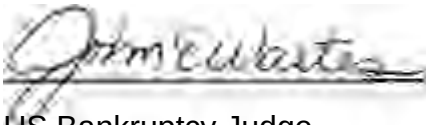
ORDER DENYING MOTION

The relief set forth on the following pages, for a total of 17 pages including this page, is hereby ORDERED.

FILED BY THE COURT
05/22/2020



Entered: 05/22/2020



US Bankruptcy Judge
District of South Carolina

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

Janet Louise Nelums, Plaintiff, v. Specialized Loan Servicing, LLC; Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B Defendants.	Adv. Pro. No. 19-80032-JW **ORDER DENYING MOTION**

This matter comes before the Court upon a document entitled "Motion Fraud Upon the Court Bogus Adversary Proceeding We Demand for a Mistrial" ("Motion") filed *pro se* by Janet Louise Nelums ("Plaintiff") on April 1, 2020. Included with the 112-page Motion were 353 pages of attachments. This Motion was filed after the Court granted summary judgment in favor of Specialized Loan Servicing, LLC as servicing agent for Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B ("SLS"), which determined that SLS was a creditor of Plaintiff and a lienholder on property of Plaintiff's estate. In an Order Regarding Plaintiff's *Pro Se* Pleadings, the Court construed the Motion as a motion for relief from a final judgment or order pursuant to Fed. R. Civ. P. 60. Responses to the Motion were filed by William K. Stephenson ("Trustee"), the chapter 13 trustee in Plaintiff's bankruptcy case (C/A No. 18-05885), SLS, and Louise M. Johnson, counsel for SLS in this proceeding. Thereafter, Plaintiff filed unprompted replies to these responses. After reviewing the

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record in this matter, pursuant to Fed. R. Civ. P. 52, made applicable by Fed. R. Bankr. 7052, the Court makes the following findings of fact and conclusions of law.[1]

FINDINGS OF FACT[2]

1. On August 6, 2002, Plaintiff executed and gave a promissory note in the amount of $112,000 to IndyMac Bank, F.S.B. ("Note").

2. Also on August 6, 2002, to secure the Note, Plaintiff and her husband, Christopher Nelums, executed and delivered a mortgage to IndyMac Bank, F.S.B. ("Mortgage") as to the property known as 813 N. Highland Forest Drive, Columbia, South Carolina ("Residence").

3. On November 19, 2018, Plaintiff filed a petition for relief under chapter 13 of the Bankruptcy Code, which was designated as C/A No. 18-05885-jw ("Bankruptcy Case").[3]

4. On January 25, 2019, SLS filed a proof of claim ("Proof of Claim") stating a total debt amount of $218,479.21 with an amount necessary to cure the pre-petition default of $121,753.45. At the time of filing, the Proof of Claim indicated that Plaintiff was contractually due for approximately eight and half years of monthly payments, beginning with the August 2010 payment and thereafter. At the time of the hearing on the summary judgment, it appears Plaintiff was contractually due for nearly ten years of payments on the loan. The Proof of Claim included a copy of the original Note with a blank indorsement executed by IndyMac Bank, F.S.B., as well as a copy of the Mortgage and an assignment of mortgage from Indymac Bank, F.S.B. to Deutsche

[1] To the extent the following findings of fact are considered conclusions of law, they are adopted as such, and vice versa.

[2] Many of the findings of fact were established on the record in the Order on the Cross-Motions for Summary Judgment as undisputed.

[3] Plaintiff was represented by counsel from the time of filing of the bankruptcy case and throughout the course of the adversary proceeding until the Court entered the order relieving her as counsel for Plaintiff on March 31, 2020, which was consented to by Plaintiff and counsel.

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Bank National Trust Company as Trustee under the Pooling and Servicing Agreement Series 2002-B ("Assignment of Mortgage").

5. On January 30, 2019, Plaintiff filed an objection to the Proof of Claim, alleging that the Note and Mortgage were "split" upon the securitization of the loan, which thereafter caused SLS to not be the holder of the Note and Mortgage. The objection did not dispute that the Proof of Claim was filed in compliance with Fed. R. Bankr. P. 3001 or dispute the amounts asserted as due in the Claim.

6. On March 14, 2019, SLS filed a statement of dispute as to the objection to the Proof of Claim. In its statement of dispute, SLS asserted that its counsel was in actual possession of the original Note with a blank indorsement for presentment in the proceeding. Plaintiff's statement of dispute, also filed on March 14, 2019, did not dispute possession of the original Note by SLS's counsel or the signature of the blank indorsement. Rather, Plaintiff argued that "[p]hysical possession of a note or mortgage document alone does not make the physical possessor a holder in due course of the note or a lienholder."

7. At the hearing on Plaintiff's objection to the Proof of Claim, the Court determined, and the parties agreed, that the relief sought by Plaintiff regarding the Note and Mortgage must be brought as an adversary proceeding.

8. Accordingly, on May 3, 2019, Plaintiff commenced the present adversary proceeding. The Chapter 13 Trustee was not a named party to the complaint and did not participate in the adversary proceeding. In Plaintiff's complaint, Plaintiff did not dispute SLS's possession of the original Note or the validity of the signature on the Note's indorsement. Rather, Plaintiff merely asserted that SLS was not a creditor of Plaintiff or a lienholder on the Residence.

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9. On May 23, 2019, SLS filed its answer, asserting among other things that through its counsel, it was in actual, physical possession of the original Note indorsed in blank.

10. On June 21, 2019, Plaintiff filed her answer to counterclaim and reply to answer and defenses. In this pleading, Plaintiff did not specifically deny the validity of the signature on the Note's indorsement or SLS's possession of the original Note.

11. Thereafter, the parties had significant time to conduct discovery in this adversary proceeding. Specifically, the parties had approximately 155 days from the date SLS filed its answer to conduct discovery. No party raised any issues to the Court regarding discovery.

12. On November 12, 2019, Plaintiff filed a motion for summary judgment. This summary judgment motion was later amended on January 31, 2020.

13. Also, on January 31, 2020, SLS filed a motion for summary judgment.

14. Both parties filed objections to the opposing party's motion for summary judgment, and the Court held a hearing on the cross-motions for summary judgment.

15. At the hearing on the cross-motions for summary judgment, the parties agreed that there was no dispute of material facts and upon the Court's acceptance of one of the parties' positions on summary judgment, the adversary proceeding could be concluded without the need to go to trial. Also at the hearing, counsel for SLS demonstrated her possession of the original Note. Upon presentment by her counsel, Plaintiff individually reviewed the original Note and indicated that her signature on the document appeared to be hers but that she had no knowledge about the signature of the Vice President of IndyMac Bank, F.S.B. in the blank indorsement.

16. On March 17, 2020, the Court entered an Order on the Cross-Motions for Summary Judgment, granting summary judgment in favor of SLS as the holder of the original Note, indorsed in blank.

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17. On March 25, 2020, counsel for Plaintiff filed a proposed order relieving her as counsel for Plaintiff, consented to by Plaintiff, which indicated that Plaintiff knowingly and voluntarily relieves her counsel, and the Court entered Consent Orders Relieving Counsel for Plaintiff in both this adversary proceeding and the Bankruptcy Case. The Consent Order indicated that "Debtor understands that the Chapter 13 case is currently active and pending and that no plan has been confirmed by the court; that an objection is pending by the Chapter 13 Trustee, and that there are further processes required for confirmation that would require the participation of Debtor."

18. On April 1, 2020, Plaintiff filed the Motion. The Motion, which was 112 pages in length with several hundred pages of additional attachments,[4] was disjointed, convoluted and unclear as to the basis of the relief sought.[5] Therefore, the Court entered an Order Regarding Plaintiff's *Pro Se* Pleadings, interpreting the Motion as a motion for relief from the Order on the Cross-Motions for Summary Judgment pursuant to Fed. R. Civ. P. 60.

19. Also on April 1, 2020, the Chapter 13 Trustee filed a Motion to Dismiss Plaintiff's Bankruptcy Case ("Motion to Dismiss"), alleging that Plaintiff had not filed a proposed chapter 13 plan that complied with the confirmation standards required by the Court and Plaintiff is unable or unwilling to meet those confirmation standard. The Motion to Dismiss was served on Plaintiff and included a notice indicating Plaintiff had 14 days to file a response and that "[i]f no response,

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[4] It appears these attachments were exhibits from other proceedings dealing with different parties in other courts, and not Plaintiff. It appears that, as indicated on the CM/ECF stamp contained on the attachments, a majority of these attachments were previously exhibits to an amended complaint in *City of St. Clair Shores General Employee's Retirement System v. Lender Processing Services*, C/A No. 3:10-cv-01073-TJC-JBT, a class action lawsuit brought in the District Court for the Middle District of Florida, alleging a section 10b-5 securities fraud claim..

[5] In the Motion, Plaintiff would, at times, move to a different topic mid-sentence without concluding her original topic. It appears Plaintiff may have also "copied and pasted" sections of her pleadings related to this Motion from other documents **as it appears there are references to other debtors not named in this case.** *See* ¶ 16 of Plaintiff's Answer to Louise M. Johnson Senior Counsel to Defendant Motion Pursuant to Fed. R. Civ. P. 60(b) (CM/ECF Doc. No. 69) ("These law firms (in the Nelums' case, Scott & Corley P.A., for BROCK & SCOTT,) collect their fees by tendering bills through Fidelity and then on to the mortgage servicer—in this case Specialized Loan servicing, which then charge **debtors, like the Harries,** without ever obtaining this Court's approval." (emphasis added)).

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return, and/or objection is timely filed and served, no hearing will be held on th[e] Motion [to Dismiss], except at the direction of the judge." Plaintiff did not file a timely response to the Motion or otherwise file a modified chapter 13 plan, and on April 21, 2020, the Court entered a Dismissal Order in the Bankruptcy Case.

20. On April 17, 2020, the Chapter 13 Trustee, who is not a party to this adversary proceeding, but was alleged by Plaintiff in the Motion to have conducted wrongful acts, filed a response to the Motion, denying any alleged wrongdoing, and on April 21, 2020, SLS and counsel for SLS filed a response to the Motion, also denying any alleged wrongdoing.

21. Unprompted by the Court, Plaintiff filed replies to the Chapter 13 Trustee's response on April 21, 2020 and the response of SLS and counsel for SLS on April 27, 2020.

CONCLUSIONS OF LAW

Plaintiff's Motion alleges multiple grounds for relief from judgment. First, Plaintiff asserts that a fraud on the Court has occurred in this proceeding. Plaintiff alleges that Specialized Loan Servicing, LLC; Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B; counsel for SLS and her law firm; the Chapter 13 Trustee; Plaintiff's own counsel; IndyMac Mortgage, FSB, the original lender on the Note; Brock and Scott, a law firm not appearing in this matter; and several other mortgage creditors and servicers who are not parties to this adversary proceeding all conspired to defraud Plaintiff through this proceeding to ensure she would not receive a judgment in her favor. Specifically, it appears Plaintiff alleges that all of these entities are controlled by or associated with Lender Processing

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Services, LLC ("LPS"),[6] and the parties have participated in an improper fee splitting arrangement with LPS and fabricated "foreclosure documents."

Second, Plaintiff alleges her due process rights were violated. Finally, Plaintiff realleges many of the same arguments previously considered in the cross-motions for summary judgment, as well as raises new legal arguments that could have been previously raised.

Relief from Judgment for Fraud Upon the Court Under Rule 60(d)(3)

Rule 60 of the Federal Rules of Civil Procedure, which is made applicable to this adversary proceeding by Fed. R. Bankr. P. 9024, provides the basis for relief from a judgment, order or proceeding. Subsection (d)(3) of the Rule provides that Rule 60 does not limit a court's power to set aside a judgment for fraud on the court. Courts have permitted independent Rule 60 motions for relief from judgment based upon a fraud upon the court pursuant to Rule 60(d)(3).[7] *See United States v. Conrad*, 675 F. App'x 263 (4th Cir. 2017) (considering an appeal of an order denying a party's Fed. R. Civ. P. 60(d) motion to reconsider); *Liggins v. Clark County School Bd.*, C/A No. 5:09CV00077, 2014 WL 6460776 (W.D. Va. Nov. 17, 2014)(considering a motion for relief from judgment under Fed. R. Civ. P. 60(d)).

The party seeking relief from a judgment based on fraud upon the court must demonstrate the fraud by clear and convincing evidence. *United States v. MacDonald*, No. 87–5038, 1998 WL 637184 at *2 (4th Cir. Sept. 8, 1998) ("It is settled that the clear and convincing standard applies in ... cases alleging fraud upon the court."). "Fraud on the court is not your 'garden-variety fraud.'"

[6] It appears LPS became Black Knight InfoServe, LLC on January 3, 2014. *See City of St. Clair Shores Gen. Emp. Ret. Sys.v. Lender Processing Servs.*, C/A No. 3:10-cv-01073-TJC-JBT, 2014 WL 12621611 at *1 n.1 (M.D. Fla. Mar. 4, 2014). Debtor also refers to LPS as "Fidelity" in the Motion.

[7] In the Order Regarding Plaintiff's *Pro Se* Pleadings, the Court inadvertently indicated that a Rule 60 motion based upon fraud upon the court was under section (b) rather than section (d) of the Rule. The Court finds this error to be harmless and non-prejudicial to the parties and will review the Plaintiff's Motion under both Rule 60(d)(3) and Rule 60(b).

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Fox ex rel. v. Elk run Coal Co., Inc., 739 F.3d 131, 135 (4th Cir. 2014). In *Fox*, the Fourth Circuit went into detail about the high standard for demonstrating a fraud upon the court:

> The Supreme Court addressed this doctrine in *Hazel–Atlas Glass Co. v. Hartford–Empire Co.*, when it set aside a fraudulently obtained ruling by finding that it was the product of one party's "deliberately planned and carefully executed scheme" that severely undermined the "integrity of the judicial process." 322 U.S. 238, 245–46, 64 S.Ct. 997, 88 L.Ed. 1250 (1944). The Court held that ordinary cases of fraud would not suffice to violate the "deep rooted policy in favor" of finality but that, on the facts before it, the aggrieved party could not "have been expected to do more than it did to uncover the fraud." *Id.* at 244, 246, 64 S.Ct. 997. Moreover, the harm of the fraud in *Hazel–Atlas* was so broad that it "involve[d] far more than an injury to a single litigant," but was rather a "wrong against the institutions set up to protect and safeguard the public, institutions in which fraud cannot complacently be tolerated consistently with the good order of society." *Id.* at 246, 64 S.Ct. 997. Thus, not only must fraud on the court involve an intentional plot to deceive the judiciary, but it must also touch on the public interest in a way that fraud between individual parties generally does not.
>
> We have likewise underscored the constricted scope of the fraud on the court doctrine. In *Great Coastal* [*Express, Inc. v. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America*], we held that fraud on the court is a "nebulous concept" that "should be construed very narrowly" lest it entirely swallow up Rule 60(b)(3). 675 F.2d [1349,] 1356 [4th Cir. 1982)]. We stressed that this doctrine should be invoked only when parties attempt "the more egregious forms of subversion of the legal process ..., those that we cannot necessarily expect to be exposed by the normal adversary process." *Id.* at 1357. Even the "perjury and fabricated evidence" present in *Great Coastal*, which were "reprehensible" and unquestionable "evils," were not adequate to permit relief as fraud on the court because "the legal system encourages and expects litigants to root them out as early as possible." *Id.* Instead, the doctrine is limited to situations such as "bribery of a judge or juror, or improper influence exerted on the court by an attorney, in which the integrity of the court and its ability to function impartially is directly impinged." *Id.* at 1356.
>
> In succeeding cases we have emphasized this circumscribed understanding of fraud on the court. In *Cleveland Demolition Co. v. Azcon Scrap Corp.*, we held that fraud on the court involves "corruption of the judicial process itself" and thus the doctrine cannot support allegations involving a "routine evidentiary conflict." 827 F.2d 984, 986 (4th Cir.1987) (internal quotation marks omitted). To hold otherwise, we found, would "seriously undermine[ ] the principle of finality" by permitting "parties to circumvent the Rule 60(b)(3) one-year time limitation." *Id.* at 987. Later, in *In re Genesys Data Technologies, Inc.*, we recognized that "[c]ourts and authorities agree that fraud on the court must be narrowly construed" or it would "subvert the balance of equities" contained within Rule 60(b)(3). 204 F.3d 124, 130 (4th Cir.2000) (internal quotation marks omitted). "Because the power to vacate a judgment for fraud upon the court is so free from procedural

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> limitations, it is limited to fraud that seriously affects the integrity of the normal process of adjudication." *Id.* (internal quotation marks omitted). We therefore held that "[f]raud between parties" would not be fraud on the court, "even if it involves [p]erjury by a party or witness." *Id.* (internal quotation marks omitted).

!

Fox ex rel. Fox v. Elk Run Coal Co., 739 F.3d 131, 136 (4th Cir. 2014).

In the present matter, the Court finds Plaintiff has not asserted facts that demonstrate fraud upon the court by clear and convincing evidence or otherwise raised a colorable claim for relief.[8] To satisfy the high standard of fraud upon the court, the allegations must go beyond a fraud by a party or witness and must extend to officers of the Court, namely the attorneys that appeared in this matter. *See Cleveland Demolition Co.*, 827 F.2d at 986.

Plaintiff alleges that counsel for SLS and LPS are involved in an inappropriate fee splitting arrangement, in which counsel shares its fees for handling legal work for mortgage servicers with LPS, a non-attorney. Plaintiff alleges that counsel for SLS has entered a network agreement with LPS, which she alleges affects the number of referrals for legal work that counsel may receive from mortgage servicers based on its performance. Plaintiff also alleges that LPS, through its former subsidiary DOC X, has a history of producing fraudulent "foreclosure documents," including fabricating "Missing Assignment to Foreclose on Homeowners" and "operat[ing] an affidavit execution process that systematically caused the execution of false affidavits." Plaintiff appears to be alleging that the Assignment of the Mortgage in this matter is fraudulent, and she questions the validity of the Note's indorsement. Based on these allegations, Plaintiff asserts counsel for SLS knowingly participated in a scheme with the Defendants, LPS and other parties, including the Chapter 13 Trustee and her own counsel, to prevent Plaintiff from reaching judgment

[8] Based upon these findings and due to the current national public health emergency, the Court declined to hold an evidentiary hearing in this matter. *See United States v. MacDonald*, No. 87–5038, 1998 WL 637184 at *2 (4th Cir. Sept. 8, 1998) ("We find, however, that the district court could properly deny the motion [asserting fraud upon the court under Rule 60 without a hearing] if, assuming the new facts [Movant] asserts to be true, such facts could not establish fraud by clear and convincing evidence.").

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in her favor by defrauding the Court, apparently by presenting these alleged fraudulent documents. Therefore, to succeed in establishing a fraud upon the Court, Plaintiff must not only demonstrate by clear and convincing evidence that the relevant documents were fabricated, but also that counsel for SLS knowingly participated in a scheme regarding the fabricated documents.[9]

As an initial matter, the Court's Order on the Cross-Motions for Summary Judgments explains that in the relevant circumstances, the possession of the original Note, indorsed in blank, is determinative of who may enforce the Note and related Mortgage under South Carolina law. Throughout the proceeding, Plaintiff did not contest that counsel for SLS was in possession of the original Note or raise any issues relating to the indorsement contained on the Note, and the parties indicated at the hearing on the cross-motions for summary judgment that there was no issue of material fact and that the proceeding may be concluded without a trial. As early as March 14, 2019, before the adversary proceeding was commenced by Plaintiff, SLS asserted that its counsel was in possession of the original Note, indorsed in blank and that this fact provided it with the right to enforce the Note and Mortgage. In response, Plaintiff did not dispute this fact but asserted that "[p]hysical possession of a note or mortgage document does not make the physical possessor a holder in due course of the note or a lienholder."

In its Answer to Plaintiff's complaint in this adversary proceeding, SLS asserted that its counsel was in physical possession of the original Note, indorsed in blank. In her Answer to Counterclaims and Reply to Answer, Plaintiff did not specifically deny that counsel for SLS was

[9] It appears Plaintiff also asserts that the Chapter 13 Trustee and her own counsel participated in the alleged scheme due to alleged connections with LPS. As to the Chapter 13 Trustee, the Court notes that he made no appearances or was otherwise involved in this adversary proceeding, such that it appears he had no opportunity to commit a fraud upon the court. Further, as to Plaintiff's former counsel, the Court observed first-hand the former counsel's zealous advocation for Plaintiff, including assertions and arguments of facts raised by the purported "expert" that Plaintiff retained. Further, Plaintiff was personally present in the courtroom during the entire hearing on the cross-motions for summary judgment and did not raise any issues or objections to the manner in which her counsel was proceeding in the adversary proceeding.

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in physical possession of the original Note or the validity of the signature in the blank indorsement. Rather, Plaintiff argued that physical possession of the original note "does not create a perfected lien interest or obligation of debt as to Plaintiff or as to Plaintiff's residence[,]" relying on the same arguments Plaintiff raised at the summary judgment hearing that the securitization of the loan separated the note and mortgage, preventing SLS from being able to hold the Note for enforcement purposes. Under the South Carolina Commercial Code, "[i]n an action with respect to an instrument [under Article 3 of the South Carolina Commercial Code], the authenticity of, and authority to make, each signature on the instrument is admitted unless specifically denied in the pleadings."[10] S.C. Code Ann. 36-3-308(a) (2020). Accordingly, under South Carolina law, Plaintiff admitted the validity of the signature indorsing the original Note in blank.

The parties in this matter had sufficient time, nearly 155 days after SLS filed its answer, to conduct extensive discovery of any and all relevant issues, including any regarding SLS's asserted possession of the original Note by its counsel or the indorsement contained therein. No issues regarding discovery were raised to the Court, and Plaintiff has not alleged that the conduct of SLS's counsel inhibited her ability to conduct discovery. Nor has Plaintiff alleged that any of the alleged new facts were not otherwise discoverable prior to Court's entry of the Order on the Cross-Motions for Summary Judgment.

As part of her trial strategy, Plaintiff took the position that possession of the original Note was not relevant to her legal arguments and elected not to dispute the possession of the Note and its indorsement. This Court determined in the Order on the Cross-Motions for Summary Judgment that possession of the Note and its indorsement were, in fact, central to the matters presented before

[10] To the extent it is applicable, the prior version of the South Carolina Commercial Code in effect when the note was executed contained a similar provision: "Unless specifically denied in the pleadings each signature on an instrument is admitted." S.C. Code Ann. § 36-3-307 (2002).

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the Court. Plaintiff now seeks to dispute those findings. It is apparent to the Court that Plaintiff's Motion is merely an attempt to relitigate the matters at issue in this adversary proceeding. However, a party's remorse over its prior trial strategy and its intentional decision not to dispute a material fact is not sufficient justification for granting relief from a prior order or judgment. Plaintiff was aware of SLS's assertions, had ample opportunity to investigate and conduct discovery on those assertions, and has not alleged that her ability to conduct discovery or participate in the hearing was inhibited in any way.

As stated by the Fourth Circuit, fraud upon the court is warranted in circumstances where the court "cannot necessarily expect [the fraud] to be exposed by the normal adversary process" because "[p]erjury and fabricated evidence are evils that can should be exposed at trial and the legal system encourages and expects litigants to root them out as early as possible." *Great Coastal*, 675 F.2d at 1357. In this proceeding, Plaintiff has failed to demonstrate the existence of the fraud, how such a fraud affected the outcome of the proceeding, or how the present matter undercuts the integrity of the judicial process to justify the extraordinary relief permitted for fraud upon the court under Rule 60(d)(3).

Further, the Court finds Plaintiff's relevant factual allegations regarding the purported fraud upon the court asserted in the Motion to be vague, conclusory and wildly speculative, and thus it is apparent the Motion was filed for the purpose of interposing delay. The Motion lacks particularized facts as to the specific documents relevant to this proceeding and how those documents are allegedly fraudulent or otherwise counterfeit. *See Fed. R. Civ. P. 9(b)*; *Franklin v. BWW Law Group, LLC*, C/A No. DKC 16-0455, 2016 WL 27556576, at *6 (D. Md. May 12, 2016) (in addressing a cause of action alleging fraud upon the court, noting the plaintiff did not meet the heightened pleading standard, including "'the time, place and contents of the false representation,

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as well as the identity of the person making the misrepresentation and what [was] obtained thereby" (quoting *Harrison v. Westinghouse Savannah River Co.*, 176 F.3d 776, 784 (4th Cir. 1999))); *Davis v. Wells Fargo Home Mortgage*, C/A No. 3:19-cv-00410-FDW, 2020 WL 889771, at *5 (W.D.N.C. Feb. 24, 2020), (dismissing a claim of fraud against a mortgage servicer when the plaintiff alleged the servicer used a counterfeit copy of the Mortgage Debt Lien Contract security to foreclose because the Plaintiff did not allege what about the loan documents has been changed or was fraudulent, when the fraudulent activity happened and what the mortgage servicer gained by the fraud).[11]

As to the Note, [12] Plaintiff questions the validity of the Note's indorsement because the signature is neither dated nor notarized.[13] However, under the South Carolina Commercial Code, there is no requirement that an indorsement be dated or notarized. *See* S.C. Code Ann. 36-3-204 (2020) (indicating that an "'indorsement' means a signature, other than that of a signer as maker, drawer or acceptor, that alone or accompanied by other words is made on an instrument for the

[11] The Court notes that while these citations addressed the particularity requirement of Fed. R. Civ. P. 9(b) in the context of a complaint alleging fraud, the Court finds this particularity requirement would equally apply to motions under Fed. R. Civ. P. 60 alleging fraud. *See Porcelli v. Joseph Schiltz Brewing Co.*, 78 F.R.D. 499, 501 (E.D. Wis. 1978) aff'd 588 F.2d 838 (7th Cir. 1978) (table) (requiring heightened particularity when alleging fraud under Fed. R. Civ. P. 60); *see also Federal Procedure, Lawyers Edition* § 51:147 (April 2020 Update) ("[I]nsofar as a Rule 60(b)(3) motion makes a fraud allegation, the movant must state the claim with the requisite specificity requiring proof not only that a false statement was made but also that it was made deliberately and for the purpose of deception. . . . [P]etitions signed on information and belief by one attorney or wholly conclusory averments are inadequate.").

[12] The Court notes that Plaintiff's Motion states: "Because, Original Lender, Indy Mac Mortgage, the original note never left the possession of IndyMac Mortgage FSB, 'NO TRUST LOAN TRANSFER FROM Specialized Loan Servicing, LLC assigned to Deutsch National Trust Company, LLC by assignment instrument dated November 26, 2019, because on July 11, 2008, IndyMac Bank, F.S.B., Pasadena, CA was closed by the Office of Thrift Supervision (OTS) and the FDIC[.]" This statement by Plaintiff is unclear for many reasons, including the fact that the record does not include an alleged assignment dated November 26, 2019, nor does Plaintiff explain who is presently in possession of the Original Note considering Plaintiff's own statement that IndyMac Mortgage, FSB is now closed. Further, Plaintiff does not otherwise explain why the Original Note, which counsel for SLS demonstrated was in her possession, is fraudulent or counterfeit.

[13] Plaintiff refers to the blank indorsement as an allonge in her Motion. *See* P. 55 of P. Motion

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purpose of . . . negotiating the instrument").[14] The alleged facts in the Motion fail to indicate how and why the document in the possession of SLS's counsel, which was continually asserted to be the original Note, or the indorsement are fraudulent or counterfeit.

Further, Plaintiff asserts the Assignment of Mortgage is fraudulent. In support of this position, Plaintiff alleges that the assignment of mortgage presented in this case must be fraudulent "because you can't transfer a loan that is in DEFAULT." However, the Court is unaware of any authority under South Carolina law that would prohibit the assignment of a mortgage loan because the borrower is in default under the terms of the loan. As South Carolina law holds that the assignment of the mortgage follows the assignment of the note, *see Scheider v. Deutsche Bank National Trust Co.*, 572 F. App'x 185, 190 (4th Cir. 2014), the Court notes that the validity of the Assignment of Mortgage would not affect SLS's standing to enforce the Note and Mortgage as the party in possession of the Note indorsed in blank and would therefore have little relevance to the determination of this adversary proceeding. [15]

To allow Plaintiff to now challenge the key documents relevant to this proceeding, including the validity of the indorsement and SLS's possession of the original Note, through merely an expression of her disbelief as to these issues, would improperly allow Plaintiff a second opportunity to litigate when Plaintiff has had ample opportunity to previously challenge these matters but did not. To the extent Plaintiff seeks to challenge the Note as fraudulent, Plaintiff has not alleged sufficient facts to demonstrate by clear and convincing evidence that the indorsement

[14] To the extent that the South Carolina Commercial Code in effect at the time the note was executed is applicable, South Carolina law at the time only required a signature for a blank indorsement as well. *See* S.C. Code Ann. § 36-3-204 (2002) ("An indorsement in blank specifies no particular indorsee and may consist of a mere signature.").

[15] The Court notes that even if SLS was in wrongful possession of the original Note, it would still be entitled to enforce the Note and Mortgage under South Carolina law. *See* S.C. Code Ann. § 36-3-301 (2020) ("A person may be a person entitled to enforce the instrument even though the person . . . is in wrongful possession of the instrument.").

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or the original Note in the possession of SLS's counsel is fraudulent.[16] Therefore, to the extent she may seek relief due to an alleged fraud upon the court, Plaintiff has not alleged sufficient facts in the Motion, which even if found to be true, would satisfy the high burden needed to obtain relief from judgment under Fed. R. Civ. P. 60(d)(3).

Relief from Void Judgment under Rule 60(b)(4)

Plaintiff also asserts that the Order on the Cross-Motions for Summary Judgment is void because her due process rights have been violated. Fed. R. Civ. P. 60(b)(4) provides that a party may be relieved from a final judgment, order or proceeding if the judgment is void. "[A] judgment may be void for purposes of Rule 60(b)(4) if entered in a manner inconsistent with due process." *Orner v. Shalala*, 30 F.3d 1307, 1310 (10th Cir. 1994).

However, Plaintiff has not alleged with specificity how her due process rights have been violated beyond asserting that SLS and others have been conducting a "war on the constitution." Reviewing the record in this matter, it appears Plaintiff was properly served with all pleadings and was represented zealously and capably by experienced bankruptcy counsel, including at the hearing on the Cross-Motions for Summary Judgment. It is not reasonably apparent from the allegations of the Motion how her substantive or procedural due process rights have been violated in this proceeding. For these reasons, the Court finds Plaintiff's assertion that the Order on the Cross-Motions for Summary Judgment is void due to a violation of her due process rights is without merit.

[16] While Plaintiff has based her Motion on fraud upon the court, to the extent she is also asserting relief from the Order on the Cross-Motions for Summary Judgment based upon fraud of an opposing party under Fed. R. Civ. P. 60(b)(3), for the same reasons set forth in this Order, Plaintiff would not be entitled to relief on that basis.

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Matters Addressed in the Cross-Motion for Summary Judgment

It also appears that Plaintiff is reasserting certain arguments previously raised during the determination of the parties' cross-motions for summary judgment. However, "Rule 60(b) may not be used to relitigate claims already decided by the court . . . ." *Saunders v. City of Pertersburg Police Dept.*, 158 F. App'x 491 (4th Cir. 2005). Therefore, the Court will not now reconsider or otherwise address Plaintiff's arguments previously raised during the cross-motions for summary judgment.[17]

Further, to the extent Plaintiff raises new arguments, it appears these arguments were otherwise available for presentation when the original cross-motions for summary judgment were briefed. *See Muffley v. Massey Energy Company*, C/A No. 2:08-cv-00073, 2008 WL 11377790, at *1 (S.D. W. Va. Apr. 29, 2008) ("It is inappropriate to use Rule 60(b) to advance new arguments that were otherwise available for presentation when the original motion was briefed." (citing *Johnson v. Montminy*, 289 F. Supp. 2d 705, 705 (D. Md. 2003)). Therefore, the Court will not consider these new arguments that were previously available to Plaintiff at this time.

CONCLUSION

For the foregoing reasons, the Court hereby denies the relief sought by Plaintiff's Motion.

AND IT IS SO ORDERED.

Columbia, South Carolina
May 22, 2020

[17] The Court notes that the parties have similar disputes pending in the state court foreclosure action, the issues presented are purely questions of state law property and enforcement rights, and the underlying Bankruptcy Case has been dismissed and there is no longer an active reorganization involving Plaintiff's estate.

Exhibit 6

Bankruptcy Court's Order Dismissing Bankruptcy

(April 21, 2020)

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United States Bankruptcy Court
District of South Carolina

Case Number: 18−05885−jw Chapter: 13

In re:

Janet Louise Nelums
aka First Last, aka Janet D. Nelums

ORDER DISMISSING CASE

This matter comes before the Court on a Petition to Dismiss the above−captioned Chapter 13 case. Following notice and an opportunity for a hearing or a hearing having been held:

X P−I. The relief sought is granted and the case is hereby dismissed.

_ P−II. The relief sought is denied.

_ P−III. The relief sought is denied based upon an agreement between the trustee and the debtor(s) and/or the attorney for the debtor(s), whereby this case may be dismissed upon request of the trustee, without further notice or hearing, if the debtor(s) fail(s) to comply with the terms of this agreement. If this matter arose because of the debtor(s) failure to make payments to the trustee, the case may also be dismissed upon request of the trustee, without further notice or hearing, if the debtor(s) fail(s) to make future payments, as they become due.

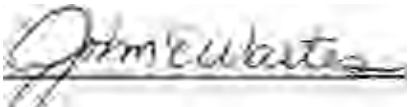
_ P−IV. The relief sought is granted and the case is hereby dismissed with prejudice based upon a previous Order directing that any dismissal of this case would be with prejudice. The debtor(s) is/are hereby directed not to file a Petition under Chapter 13 for a period of one−hundred eighty (180) days from the entry of this Order.

AND IT IS SO ORDERED.

FILED BY THE COURT
04/21/2020



Entered: 04/21/2020



US Bankruptcy Judge ©
District of South Carolina

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Exhibit 7

Federal Magistrate's Report & Recommendation

(August 31, 2021)

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

John C. Nelums; Delmarshi H. Nelums, Plaintiffs, v. Hutchens Law Firm, LLP; John B. Kelchner; Lender Processing Services, Inc.; LPS Default Solutions; LPS Default Solutions Network; Fidelity National Title Insurance Company; Deutsche Bank National Trust Company; Ocwen Loan Servicing, LLC; Mortgage Electronic Registrat System; PHH Mortgage Services; John Do 1-10, Defendants.	)	C/A No. 3:21-2161-JFA-PJG **REPORT AND RECOMMENDATION**

Janet Louise Nelums; Chris Nelums, Plaintiff, v. John E. Waites, *United States Bankruptcy Court, Chief Judge*; Jeffrey M. Tzerman Law Firm P.A. H. Guyton Murrell, *Scott and Corley, P.A.H.*; Ms. Louise Myers Johnson; Eddye L. Lane, P.A.; Robert A. Bernstein, *Bernstein and Bernstein, P.A.*; Turner Law, LLC; Adrienne L. Turner, *For Distributing Co of Columbia Turner Law, LLC*; Specialized Loan Servicing LLC; Deutsche Bank National Trust Company; Ocwen Loan Servicing, LLC; Mortgage Electronic Registrat System, Defendants.	)	C/A No. 3:21-2162-MGL-PJG **REPORT AND RECOMMENDATION**

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The above-named plaintiffs, proceeding *pro se*, filed these related civil actions for damages and injunctive relief for purported violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1961, et seq. This matter is before the court pursuant to 28 U.S.C. § 636(b) and Local Civil Rule 73.02(B)(2) (D.S.C.). Having reviewed the Complaints in accordance with applicable law, the court concludes the actions are frivolous and that they should be summarily dismissed without prejudice and issuance and service of process.

I. Factual and Procedural Background

Plaintiffs John C. Nelums and Delmarshi H. Nelums previously filed a lawsuit in this court against several of the defendants listed in their Complaints—Deutsche Bank National Trust Company; Ocwen Loan Servicing, LLC; Mortgage Electronic Registrat System; and PHH Mortgage Services. See C/A No. 3:20-2932. Defendants John B. Kelchner and his law firm, Defendant Hutchens Law Firm, LLP, were counsel for those defendants in that case. John and Delmarshi brought allegations of fraud and conspiracy arising out of a note and mortgage on their residential property in Columbia, South Carolina. Generally, John and Delmarshi claimed that the defendants in that case violated federal lending statutes by not properly executing documentation when transferring the rights to John's and Delmarshi's mortgage and note. The court granted the defendants' motion to dismiss, finding that the complaint in that case failed to state a claim upon which relief can be granted. See C/A No. 3:20-2932, ECF No. 43.

John and Delmarshi now file this action against the same defendants and their attorneys, along with other entities, claiming that the defendants are engaged in a conspiracy to launder money through real property transactions in violation of RICO and federal criminal law. Generally, John and Delmarshi allege that the defendants launder money through shell corporations by conducting real property transactions. John and Delmarshi seek damages and

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injunctive relief, including investigations by the United States Department of Justice into the defendants' activities and for the court to permanently enjoin the defendants from engaging in these activities.

Janet Louise Nelums and Chris Nelums filed their action contemporaneously with John and Delmarshi's lawsuit. It is not clear what relation, if any, these plaintiffs have with each other. However, the complaints are virtually identical except for the names of most of the parties. Otherwise, the allegations are generally the same—they both allege a conspiracy to launder money through real property transactions—and they seek same relief—federal investigations and injunctions form the court. Notably, both complaints are styled, formatted, and written as if one was copied and pasted from another. Both complaints are over one hundred pages long, typed, and written with purported legal jargon that is not coherent.

II. Discussion

A. Standard of Review

Under established local procedure in this judicial district, a careful review has been made of the *pro se* Complaints. The court possesses the inherent authority to review a *pro se* complaint to ensure that subject matter jurisdiction exists and that a case is not frivolous, even if the complaint is not subject to the prescreening provisions of 28 U.S.C. § 1915. See Mallard v. U.S. Dist. Court, 490 U.S. 296, 307–08 (1989) ("Section 1915(d) . . . authorizes courts to dismiss a 'frivolous or malicious' action, but there is little doubt they would have power to do so even in the absence of this statutory provision."); Ross v. Baron, 493 F. App'x 405, 406 (4th Cir. 2012) (unpublished) ("[F]rivolous complaints are subject to dismissal pursuant to the inherent authority of the court, even when the filing fee has been paid . . . [and] because a court lacks subject matter jurisdiction over an obviously frivolous complaint, dismissal prior to service of process is permitted.")

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(citations omitted),[1] see also Fitzgerald v. First E. Seventh Street Tenants Corp., 221 F.3d 362, 364 (2d Cir. 2000) ("[D]istrict courts may dismiss a frivolous complaint *sua sponte* even when the plaintiff has paid the required filing fee[.]"); Ricketts v. Midwest Nat'l Bank, 874 F.2d 1177, 1181 (7th Cir. 1989) ("[A] district court's obligation to review its own jurisdiction is a matter that must be raised *sua sponte*, and it exists independent of the 'defenses' a party might either make or waive under the Federal Rules."); Franklin v. State of Or., State Welfare Div., 662 F.2d 1337, 1342 (9th Cir. 1981) (providing a judge may dismiss an action *sua sponte* for lack of subject matter jurisdiction without issuing a summons or following other procedural requirements).

This court is required to liberally construe *pro se* complaints, which are held to a less stringent standard than those drafted by attorneys. Erickson v. Pardus, 551 U.S. 89, 94 (2007); King v. Rubenstein, 825 F.3d 206, 214 (4th Cir. 2016). Nonetheless, the requirement of liberal construction does not mean that the court can ignore a clear failure in the pleading to allege facts which set forth a claim cognizable in a federal district court. See Weller v. Dep't of Soc. Servs., 901 F.2d 387 (4th Cir. 1990); see also Ashcroft v. Iqbal, 556 U.S. 662, 684 (2009) (outlining pleading requirements under Rule 8 of the Federal Rules of Civil Procedure for "all civil actions").

B. Analysis

The court concludes that the Complaints in these cases are frivolous for the following reasons. First, the Complaints fail to comply with Federal Rule of Civil Procedure 8. See Fed. R. Civ. P. 8 (requiring that a pleading contain "a short and plain statement of the claim showing that the pleader is entitled to relief"); Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (stating Federal Rule of Civil Procedure 8 does not require detailed factual allegations, but it requires more than a plain accusation that the defendant unlawfully harmed the plaintiff, devoid of factual support). The

[1] The plaintiffs paid the filing fees in their cases.

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court is not able to determine what causes of action the plaintiffs bring against each defendant, what relief is sought, or how each defendant is involved in the purported conspiracy. See North Carolina v. McGuirt, 114 F. App'x 555, 558 (4th Cir. 2004) (affirming dismissal of a complaint under Rule 8 where "the complaint . . . does not permit the defendants to figure out what legally sufficient claim the plaintiffs are making and against whom they are making it"); see also U.S. ex rel. Garst v. Lockheed-Martin Corp., 328 F.3d 374, 378-79 (7th Cir. 2004) (collecting cases). The Complaints list numerous "relevant federal statutes" but do not explain how each defendant violated the statutes. (See, e.g., C/A No. 3:21-2161, ECF No. 1 at 5-7.) Additionally, the excessive use of purported legal jargon and extraneous facts that do not appear to bear any relation to the plaintiffs or defendants' specific conduct make it impossible for the court to find the relevant allegations that would support the plaintiffs' claims. See generally Grimes v. Fremont Gen. Corp., 933 F. Supp. 2d 584, 595 (S.D.N.Y. 2013) ("When a complaint does not comply with Rule 8, by virtue of a plaintiff's including redundant or unnecessary allegations, the court may dismiss the complaint or strike those portions that are redundant or immaterial.") (internal quotations marks omitted).

Second, the Complaints do not explain how the plaintiffs have standing to bring this action. See Pye v. United States, 269 F.3d 459, 466 (2001) ("Standing is a threshold jurisdictional question which ensures that a suit is a case or controversy appropriate for the exercise of the courts' judicial powers under the Constitution of the United States.") (citing Steel Co. v. Citizens for a Better Environment, 523 U.S. 83, 102 (1998)). The plaintiff bears the burden of establishing the three elements of standing: (1) the plaintiff suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision. Spokeo, Inc. v. Robins, 136 S. Ct. 1540, 1547 (2016). At the pleading stage, the plaintiff

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must clearly allege facts demonstrating each element. Id.; Bishop v. Bartlett, 575 F.3d 419, 424 (4th Cir. 2009) (stating that at the pleading stage, general factual allegations of injury resulting from the defendant's conduct may suffice, but the party invoking the jurisdiction of the court must include the necessary factual allegations in the pleading, or else the case must be dismissed for lack of standing). Here, though the Complaints make vague statements that would indicate that the defendants are involved in the foreclosure of the plaintiffs' properties, the Complaints fail to provide any allegations that explain how the plaintiffs were injured by the defendants' actions or how the relief they seek would remedy any injury that is particular to the plaintiffs.

Third, and relatedly, to the extent the Complaints seek relief in the manner of criminal investigations or the like, the plaintiffs do not have standing or authority to bring criminal charges by filing a civil lawsuit. See Linda R.S. v. Richard D., 410 U.S. 614, 619 (1973) ("[A] private citizen lacks a judicially cognizable interest in the prosecution or nonprosecution of another."); see also Harris v. Salley, 339 F. App'x 281 (4th Cir. 2009) ("Harris does not have a constitutional right to institute criminal proceedings against Salley or to sue the defendants for failing to use their authority to do so.").

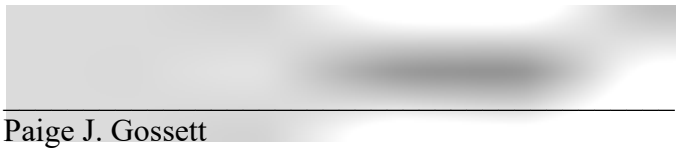
Fourth, John's and Delmarshi's claims are barred by principles of *res judicata*. John and Delmarshi already sued several of the defendants in this court, bringing conclusory allegations of fraud and conspiracy, and the court granted the defendants' motion to dismiss. Thus, Plaintiffs' claims against those previous defendants would be barred by claim preclusion. See Headwaters Inc. v. U.S. Forest Serv., 399 F.3d 1047, 1054 (9th Cir. 2005) ("As a general matter, a court may, *sua sponte*, dismiss a case on preclusion grounds 'where the records of that court show that a previous action covering the same subject matter and parties had been dismissed.' ") (quoting Evarts v. W. Metal Finishing Co., 253 F.2d 637, 639 n.1 (9th Cir. 1958)); Padmanabhan v. Hulka,

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308 F. Supp. 3d 484, 495 (D. Mass. 2018) (*sua sponte* dismissing claims that were duplicative of a previous case resolved on the merits against an unserved party on *res judicata* grounds to avoid judicial waste); see also Trawick v. Med. Univ. of S.C., Case No. 2:16-cv-730-DCN-MGB, 2016 WL 8650132, at *7-8 (D.S.C. June 28, 2016) (recommending dismissal of duplicative claims *sua sponte* on *res judicata* grounds and collecting cases in support).

III. Conclusion

Based on the foregoing, the court concludes that the Complaints in the above-captioned cases are frivolous and should be summarily dismissed without prejudice and issuance and service of process. In light of the court's recommendation, Plaintiffs' motions for temporary restraining orders and permanent injunctions should be denied as moot. C/A No. 21-2161 (ECF No. 5); C/A 21-2162 (ECF No. 4).



August 31, 2021
Columbia, South Carolina

Paige J. Gossett
UNITED STATES MAGISTRATE JUDGE

Plaintiff's attention is directed to the important notice on the next page.

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

Notice of Right to File Objections to Report and Recommendation

The parties are advised that they may file specific written objections to this Report and Recommendation with the District Judge. Objections must specifically identify the portions of the Report and Recommendation to which objections are made and the basis for such objections. "[I]n the absence of a timely filed objection, a district court need not conduct a de novo review, but instead must 'only satisfy itself that there is no clear error on the face of the record in order to accept the recommendation.'" Diamond v. Colonial Life & Acc. Ins. Co., 416 F.3d 310 (4th Cir. 2005) (quoting Fed. R. Civ. P. 72 advisory committee's note).

Specific written objections must be filed within fourteen (14) days of the date of service of this Report and Recommendation. 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b); see Fed. R. Civ. P. 6(a), (d). Filing by mail pursuant to Federal Rule of Civil Procedure 5 may be accomplished by mailing objections to:

Robin L. Blume, Clerk
United States District Court
901 Richland Street
Columbia, South Carolina 29201

Failure to timely file specific written objections to this Report and Recommendation will result in waiver of the right to appeal from a judgment of the District Court based upon such Recommendation. 28 U.S.C. § 636(b)(1); Thomas v. Arn, 474 U.S. 140 (1985); Wright v. Collins, 766 F.2d 841 (4th Cir. 1985); United States v. Schronce, 727 F.2d 91 (4th Cir. 1984).

Exhibit 8

Federal District Court's Order Adopting Report & Recommendation

(February 2, 2022)

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

JANET LOUISE NELUMS & CHRIS NELUMS, Plaintiff, vs. UNITED STATES BANKRUPTCY COURT HON. JOHN E. WAITES, *chief judge an individual*; JEFFREY M. TZERMAN LAW FIRM P.A. *an individual*; SCOTT AND CORLEY, P.A. H. GUYTON MURRELL, *an individual*; MS. LOUISE MYERS JOHNSON *an individual*; EDDYE L. LANE, P.A; BERNSTEIN & BERNSTEIN, P.A ROBERT A. BERNSTEIN *an individual*; FOR DISTRIBUTING CO OF COLUMBIA TURNER LAW, LLC, ADRIENNE L. TURNER *an individual*; SPECIALIZED LOAN SERVICING LLC; DEUTSCHE BANK NATIONAL TRUST COMPANY *as trustee for residential asset securitization through certificates series 2005-*; OCWEN LOAN SERVICING, LLC; MORTGAGE ELECTRONIC REGISTRAT SYSTEM, *aka "MERS"*, Defendants.	§	CIVIL ACTION NO. 3:21-2162-MGL-PJG

ORDER ADOPTING THE REPORT AND RECOMMENDATION AND DISMISSING THE ACTION WITHOUT PREJUDICE AND WITHOUT ISSUANCE AND SERVICE OF PROCESS

Plaintiffs Janet Louise and Chris Nelums (the Nelums), who are self-represented, filed this lawsuit against the above-named defendants. The matter is before the Court for review of the Report and Recommendation (Report) of the United States Magistrate Judge suggesting to the Court (1) the

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

Nelum's case be dismissed without prejudice and without issuance and service of process; and (2) their motions for temporary restraining orders and permanent injunctions be deemed as moot. The Report was made in accordance with 28 U.S.C. § 636 and Local Civil Rule 73.02 for the District of South Carolina.

The Magistrate Judge makes only a recommendation to this Court. The recommendation has no presumptive weight. The responsibility to make a final determination remains with the Court. *Mathews v. Weber*, 423 U.S. 261, 270 (1976). The Court is charged with making a de novo determination of those portions of the Report to which specific objection is made, and the Court may accept, reject, or modify, in whole or in part, the recommendation of the Magistrate Judge or recommit the matter with instructions. 28 U.S.C. § 636(b)(1).

The Magistrate Judge filed the Report on August 31, 2021, and the Nelums filed their objections on September 20, 2021. The Court has reviewed the objections, but holds them to be without merit. It will therefore enter judgment accordingly.

This Court need not conduct a de novo review of the record "when a party makes general and conclusory objections that do not direct the court to a specific error in the [Magistrate Judge's] proposed findings and recommendations." *Orpiano v. Johnson*, 687 F.2d 44, 47 (4th Cir. 1982). The Court reviews the Report and Recommendation only for clear error in the absence of specific objections. *See Diamond v. Colonial Life & Accident Ins. Co*., 416 F.3d 310, 315 (4th Cir.2005) (stating that "in the absence of a timely filed objection, a district court need not conduct a de novo review, but instead must only satisfy itself that there is no clear error on the face of the record to accept the recommendation.") (citation omitted).

Here, in the Nelums's fifty-nine-pages of objections, along with one-hundred-fourteen pages of attachments, they have wholly failed to bring any specific objections to the Report. Instead, they offer nothing more than non-specific and nonsensical objections. Inasmuch as the Court agrees with

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the Magistrate Judge's analysis of the complaint in her comprehensive and well-reasoned Report, it need not repeat the discussion here.

Consequently, because the Nelums neglect to make any specific objections, and the Court has found no clear error, the Court will overrule the objections and accept the Magistrate Judge's recommendation that the Nelums's action be dismissed without prejudice and without issuance and service of process.

Further, inasmuch as the Magistrate Judge warned the Nelums of the consequences of failing to file specific objections, Report at 8, they have waived appellate review. *See Howard v. Sec'y of Health & Human Servs*., 932 F.2d 505, 508-09 (6th Cir. 1991) (holding general objections are insufficient to preserve appellate review).

After a thorough review of the Report and the record in this case pursuant to the standard set forth above, the Court overrules the Nelums's objections, adopts the Report, and incorporates it herein. Therefore, it is the judgment of the Court that (1) the Nelum's case is **DISMISSED WITHOUT PREJUDICE** and without issuance and service of process; and (2) their motions for temporary restraining orders and permanent injunctions are thus **DEEMED AS MOOT**.

Further, inasmuch as the Nelums have failed to offer any competent factual or legal support for their arguments that the Magistrate Judge should be disqualified from this case, that request is **DENIED**.

IT IS SO ORDERED.

Signed this 2nd day of February, 2022, in Columbia, South Carolina.

s/ Mary Geiger Lewis
MARY GEIGER LEWIS
UNITED STATES DISTRICT JUDGE

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

*****

NOTICE OF RIGHT TO APPEAL

The Nelums are hereby notified of the right to appeal this Order within thirty days from the date hereof, pursuant to the Federal Rules of Appellate Procedure.

Exhibit 9

Fourth Circuit's Unpublished Opinion Affirming

(June 27, 2022)

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 22-1223

JANET LOUISE NELUMS; CHRIS NELUMS,

Plaintiffs - Appellants,

v.

JOHN E. WAITES, United States Bankruptcy Court, Chief Judge an individual; JEFFREY M. TZERMAN LAW FIRM P.A., an individual; H. GUYTON MURRELL, Scott and Corley, P.A H., an Individual; MS. LOUISE MYERS JOHNSON, an individual; EDDYE L. LANE, P.A.; ROBERT A. BERNSTEIN, Bernstein and Bernstein, P.A, an individual; TURNER LAW, LLC; ADRIENNE L. TURNER, For Distributing Co of Columbia Turner Law, LLC; SPECIALIZED LOAN SERVICING LLC; DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for Residential Asset Securitization Though Certificates Series 2005; OCWEN LOAN SERVICING, LLC; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, a/k/a MERS,

Defendants - Appellees.

Appeal from the United States District Court for the District of South Carolina, at Columbia. Mary G. Lewis, District Judge. (3:21-cv-02162-MGL)

Submitted: June 23, 2022 Decided: June 27, 2022

Before WYNN and QUATTLEBAUM, Circuit Judges, and FLOYD, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

Janet Louise Nelums, Chris Nelums, Appellants Pro Se.

Unpublished opinions are not binding precedent in this circuit.

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

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PER CURIAM:

Janet Louise Nelums and Chris Nelums appeal the district court's order dismissing their civil action, denying as moot their motion for a temporary restraining order and permanent injunction, and denying their request to disqualify the magistrate judge.[*] The district court referred this case to the magistrate judge pursuant to 28 U.S.C. § 636(b)(1)(B). The magistrate judge recommended that the action be dismissed and that the motion for a temporary restraining order and permanent injunction be denied as moot and advised Appellants that failure to file timely and specific objections to this recommendation could waive appellate review of a district court order based upon the recommendation.

The timely filing of specific objections to a magistrate judge's recommendation is necessary to preserve appellate review of the substance of that recommendation when the parties have been warned of the consequences of noncompliance. *Martin v. Duffy*, 858 F.3d 239, 245 (4th Cir. 2017); *Wright v. Collins*, 766 F.2d 841, 846-47 (4th Cir. 1985); *see also Thomas v. Arn*, 474 U.S. 140, 154-55 (1985). Although Appellants received proper notice and filed timely objections to the magistrate judge's recommendation, they have waived appellate review of the dismissal of their action and the denial as moot of their motion for a temporary restraining order and permanent injunction because their objections

[*] We conclude after review of the record in light of *Affinity Living Grp., LLC v. StarStone Specialty Ins. Co.*, 959 F.3d 634, 639 (4th Cir. 2020), and *Bing v. Brivo Sys., LLC*, 959 F.3d 605, 610-12, 614-15 (4th Cir. 2020), that we have jurisdiction to review this appeal following the dismissal of the action without prejudice.

were not specific to the particularized legal conclusions made by the magistrate judge. *See Martin*, 858 F.3d at 245 (holding that, "to preserve for appeal an issue in a magistrate judge's report, a party must object to the finding or recommendation on that issue with sufficient specificity so as reasonably to alert the district court of the true ground for the objection" (internal quotation marks omitted)).

We also have reviewed the record and find no reversible error in the district court's denial of the request to disqualify the magistrate judge. Accordingly, we affirm the judgment of the district court. We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

Exhibit 10

Notice Letter to Borrowers

(February 7, 2023)

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

NELSON MULLINS

Matthew A. Abee
Admitted in SC and NC
T: 803.255.9335
matt.abee@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH L.L.P.
ATTORNEYS AND COUNSELORS AT LAW
1320 Main Street, 17th Floor
Columbia, SC 29201
T: 803.799.2000 F: 803.256.7500
nelsonmullins.com

February 7, 2023

Janet and Christopher Nelums
813 N. Highland Forest Drive
Columbia, SC 29203

RE: Motion for Sanctions
Deutsche Bank, as Trustee v. Janet Louise Nelums, et al.
Civil Action No. 2017-CP-40-01687 (Richland County, SC)

Mr. and Mrs. Nelums:

Our firm has been retained to represent Plaintiff Deutsche Bank, as Trustee in the foreclosure action against you. We plan to file a **Motion for Sanctions** against you for your repeated abuses of the state and federal court system. The grounds for this motion are set forth in the enclosed draft motion and memorandum in support. The motion will ask the Court to require you to reimburse our client for attorneys' fees and costs, and for other non-monetary relief.

We plan to file the motion on February 21, 2023. We will *not* file the motion if, by that date, you:

(a) notify the Clerk of Court that you withdraw your Motion for a Temporary Injunction and Appointment of Receivers with prejudice; and

(b) agree to permit the foreclosure process to conclude without you filing additional pro se notices, motions, or other documents.

Our client reserves the right to seek these sanctions against you and to pursue all other remedies it has under the law, in equity, and/or based on any agreements between you and Deutsche Bank, as Trustee. Our client also reserves the right to seek additional sanctions against you should you choose to present further frivolous filings to the Clerk of Court in this matter.

Additionally, we have filed the enclosed motion to substitute and withdraw, which would substitute our firm as counsel for Plaintiff and would confirm your previous attorney, Ms. Turner, has withdrawn from representing you. We are serving you with a copy of the motion and proposed order e-filed with the Court earlier today.

This is an important legal matter. You should contact an attorney to represent your interests in response to this forthcoming Motion for Sanctions as our firm does not represent you.

Respectfully,

Matthew A. Abee

Enclosures

South Carolina | California | District of Columbia | Florida | Georgia | Maryland | Massachusetts
Minnesota | New York | North Carolina | Ohio | Pennsylvania | Tennessee | Texas | Virginia | West Virginia

Exhibit 11

Second Notice Letter to Borrowers

(February 21, 2023)

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

ELECTRONICALLY FILED - 2023 Feb 27 9:46 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

NELSON MULLINS

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matt.abee@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW
1320 Main Street, 17th Floor
Columbia, SC 29201
T: 803.799.2000 F: 803.256.7500
nelsonmullins.com

February 21, 2023

Via USPS and Email
Janet and Christopher Nelums
813 N. Highland Forest Drive
Columbia, SC 29203
chrisnelums@yahoo.com

RE: Final Notice; Motion for Sanctions
Deutsche Bank, as Trustee v. Janet Louise Nelums, et al.
Civil Action No. 2017-CP-40-01687 (Richland County, SC)

Mr. and Mrs. Nelums:

On February 7, 2023, our firm wrote to you on behalf of Plaintiff Deutsche Bank, as Trustee to notify you that we plan to file a **Motion for Sanctions** against you for your repeated abuses of the state and federal court system. We included a draft of the motion for your review. We are enclosing that letter and draft motion again for your records.

We explained that we planned to file the motion for sanctions today unless you:

(a) notified the Clerk of Court that you withdrew your Motion for a Temporary Injunction and Appointment of Receivers with prejudice; and

(b) agreed to permit the foreclosure process to conclude without you filing additional pro se notices, motions, or other documents.

To date, however, we have not heard anything from you. Thus, this letter is your **final notice** that we intend to proceed with the motion for sanctions unless you take the two steps above no later than Friday, February 24, 2023.

This is an important legal matter. You should contact an attorney to represent your interests in response to this forthcoming Motion for Sanctions as our firm does not represent you.

Respectfully,

Matthew A. Abee

Enclosures

ELECTRONICALLY FILED - 2024 Feb 20 4:13 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

NOTICE OF SPECIAL REFEREE'S SALE

Judgment Roll No. 2017CP4001687

BY VIRTUE of a decree heretofore granted in the case of Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, vs. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; *et al.*, I, the undersigned Ben N. Miller III as Special Referee, will sell to the highest bidder on Monday, April 1, 2024, at 12:00 o'clock Noon, at the Richland County Judicial Center, 1701 Main Street, Columbia, SC 29202, the following described property

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being about seven (7) miles North of the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 16 and 17, Block G, Section II, Highland Forest Subdivision, as more fully shown and delineated on a plat of Highland Forest Subdivision (Section II) by McMillan Engineering Company dated July 17, 1972, last revised on September 24, 1973, and recorded in the Office of the Clerk of Court for Richland County in Plat Book X at Page 2809.

Lot 16:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate) and Jane Gill and Ray P. Turner, individually, dated May 18, 1999 and recorded May 21, 1999 in Book 308 at Page 2191 in the Office of the Register of Deeds of Richland County, South Carolina.

Lot 17:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate), and Jane Gill and Ray P. Turner, individually, dated December 9, 2000 and recorded December 11, 2000 in Book 465 at Page 1703 in the Office of the Register of Deeds of Richland County, South Carolina.

TMS No. 11916-2-16

Property address: 813 N Highland Forest Drive, Columbia, SC 29203

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee at conclusion of the bidding five percent (5%) of said bid which payment is due and payable immediately upon closing of the bidding, in certified funds or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of non-compliance. In the event the highest bidder is a third party bidder and if that third party bidder fails to deliver the required deposit in certified (immediately collectible) funds with the Office of the Special Referee, said deposit being due and payable immediately upon closing of the bidding on the day of sale, the Special Referee will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff. Should the last and highest

bidder fail or refuse to comply with the balance due of the bid within 20 days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder).

Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date, and will close at 11:00 o'clock A.M. on Wednesday, May 1, 2024. The Plaintiff may in writing waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

Purchaser to pay for documentary stamps and recording fees on the Special Referee's Deed. The successful bidder will be required to pay interest on the balance of the bid from the date of sale to the date of compliance with the bid at the rate of 5.875% per annum.

The Plaintiff may in writing waive any of its rights, including its right to a deficiency *judgment*, prior to sale.

The sale shall be subject to taxes and assessments, existing easements and restrictions of record.

This sale is subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given.

The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina.

Ben N. Miller III as Special Referee

Scott and Corley, P.A.
Attorney for Plaintiff

ELECTRONICALLY FILED - 2024 Feb 20 4:13 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Janet Nelums + Chris Nelums)
Plaintiff,)
vs.)
Deutsche Bank National Trust Company)
Defendant.)

IN THE COURT OF COMMON PLEAS
____ JUDICIAL CIRCUIT

CASE NO.: 2017-CP-4001687

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
_____, Bar No. ____	_____, Bar No. _____
Address:	Address:
Phone: ____ Fax ____	Phone: ____ Fax ____
E-mail: ____ Other: ✓ Pro Se	E-mail: ____ Other: ____

FILED
RICHLAND COUNTY
2024 MAR 25 AM 11:11
JEANETTE W. McBRIDE
C.C.P.G.S. & F.C.

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☑ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: ____
Estimated Time Needed: ____ Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Pro Se Signature of Attorney for ☑ Plaintiff/☐ Defendant ____ Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $ _____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: ____
- ☐ Other: ____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE ____
Date: ____

CLERK'S VERIFICATION Note: Filer was aware of order dated 10-31-2023 and still requested his 3 motions be filed.

Collected by: ____ Date Filed: ____
☑ MOTION FEE COLLECTED: $ 75.00 pd 3 motions
☐ CONTESTED – AMOUNT DUE: $ ____

SCCA 233 (11/2003)

Janet Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

March 22, 2024

Jeanette McBride
Richland County Clerk of Court
Richland County Judicial Center
1701 Main Street, Room 205 (29201)

Re: Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B;,
v. Janet Nelums & Chris Nelums

Re: Case No: 2017CP4001687

Dear Mr./ Ms. Clerk:

Enclosed herewith please fine the original and one copy of the following:

1. NOTICE OF INTERVENERS BY RIGHT AND CROSS-CLAIMANT S' DEMAND TO COMPEL DISCOVERY AND INSPECTION OF EVIDENCE AND CHALLENGE OF THE JURISDITION OF THE COURT, AND OFTHE JUDGE. Complaint For Declaratory and Injunctive Relief
2. Intervention by Right– Federal Rules, of Civil Procedures, Rule 24(a). Public Law 92-500, Sec. 2, Sec 505(a).Real Parties in Interfor, Federal Rules of Civil Procedures, Rule17(a)(1); Public Law 92-500, Sec. 2, Sec. 510; and 309(d)[see also Civil RICO, 18 U.S.C. §1964]; False Claims Act, 31 U.S.C. §3729; and
3. FRCP Rule 60(b)(4); Public Law 92-500, Sec. 2, Sec 505(a))
4. MOTION FOR PEREMPTORY CHALLENGE AND CHALLENGE OF SUBJECT MATTER AND PERSONAL JURISDICTION
5. A clerk is not permitted to refuse filing a document for form as Required by rule 5.(d)(4) of the Federal Rules of Civil Procedures specifically, state.
6. 5.(d)(4) Acceptance by the clerk. A clerk must not refuse to file A paper solely because it is not in the form prescribed by these rules or by a local rule or practice

Kindly return a time stamped copy of all documents to us. A return envelope Has been provided for this purpose.

Very truly yours

Janet Nelums & Chris Nelums

JN/CN
Enclosed

Pro Se to the Real Parties in Interest,

the people of the United States, Sui Juris

Interveners by Right
All Rights Reserved

RICHLAND COUNTY
FILED
2024 MAR 25 AM 11:12
JEANETTE W. McBRIDE
C.C.P., G.S., & F.C.

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

In re
Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B;,

PLAINTIFF,

VS.
Janet Nelums & Chris Nelums
Two of the people of the United States, Article III, Sec. 3,

DEFENDANTS, in ERROR

C/A NO: 2017CP4001687

NOTICE OF INTERVENERS BY RIGHT AND CROSS-CLAIMANT S' DEMAND TO COMPEL DISCOVERY AND INSPECTION OF EVIDENCE AND CHALLENGE OF THE JURISDITION OF THE COURT, AND OFTHE JUDGE.

ORDER FOR DISCOVERY ATTACHED.

In re
The people of the United States (the sovereignty) jus soli, Nunc Pro \Tunc
Civil Cross-claimants,
V.
Black Knight/Lender Processing Services (LPS) a Jacksonville, FL Corporation, a person in its individual capacity, State Bar of South Carolina in its individual Capacity, State of South Carolina, In the Court of Common Pleas County of Richland, Nelson Mullins Riley & Scarborough LLP, is a S.C. professional A person in its individual capacity; Matthew a Abee a foreign person in its individual capacity. Jeanette McBride a foreign person in its Individual capacity; Hon, Kristi F. Curtis a foreign person in its individual capacity, Hon, Ben Miller a foreign person in its Individual capacity, Adrienne L. Turner a foreign person in its individual capacity
DEFENDANTS

Intervention by Right– Federal Rules, of Civil Procedures, Rule 24(a). Public Law 92-500, Sec. 2, Sec 505(a). Real Parties in Interest, Federal Rules of Civil Procedures, Rule17(a)(1); Public Law 92-500, Sec. 2, Sec. 510; and 309(d)[see also Civil RICO, 18 U.S.C. §1964]; False Claims Act, 31 U.S.C. §3729; and

(ATTACHMENTS)

INTERVENORS MOTION FOR DISCOVERY AND INSPECTION OF EVIDENCE

The people of the United States, interveners by right, moves this court of record and Honorable Judge, including all officers of the court, to take. mandatory judicial notice of this Notice of Interveners by Right and the people of the United States' Demand to Compel Discovery and Inspection of Evidence and Challenge of the Jurisdiction of the Court, and of the Judge in its every point on and for the official public record. Comes now the people of the United States and Janet Nelums & Chris Nelums: Two of the people of the United States, Sui Juris, real party in interest (hereinafter; "the people of the United States") in the above styled and numbered cause, having stood as one of the people of the United. States as contemplated in the Preamble to the Constitution for the United States of America (1789) and here in the above-entitled court of record, motions to move this Court to provide discovery and inspection of each of the following items in the matter of Cause **Case C/A NO: 2017CP4001687** - which was lawfully removed to a superior court of competent jurisdiction in the matter by "defendant" IN ERROR. But due to this Court's failure to remove the matter as ordered, the people of the United States hereby admit into the court of public. record as Evidence in its entirety this Notice of Interveners by Right and The people of the United States' Demand to Compel Discovery and Inspection of Evidence and Challenge of the Jurisdiction of the Court, and of the Judge necessary regarding these matters and causes and to prove constitutional judicial standing required for this Court and its Judge(s) before they can proceed one step further, as all proceedings. must stop upon a challenge of a court's jurisdiction to hear the case.

See: Fed. R. Civ. P. 53(e) — magistrate's findings of fact are final, but

legal rulings have no binding force.

1. This is official public notice to the Court of Public Record and all officers of this court including, but not limited to the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND Honorable Judges of said court, Judge Hon. Kristi F. Curtis, and Hon, Ben Miller special referee, each individual employed with this Court that is operating as: Court Administrator, District Attorney, Deputy District Attorney, Clerk of the Court, as well as any other "JUDGE ATTORNEY, "PRO TEMP", "NOTARY" "COURT REPORTER", "MAGISTRATE", "COMMISSIONER", "BAILIFF" "WITNESSES", "POLICE OFFICERS", "SHERIFF", Hereinafter collectively "Officers of the court", and their principal the "HONORABLE MAYOR" of the City of Columbia located in the County of Richland County Judicial District, at a minimum all the "Respondents "as defined above, and all. other "persons" that wish to preside or involve. themselves in this matter.

2. The people of the United States acting through their South Carolina Supreme Court of record proceeding according to the common law, having competent and final jurisdiction in this matter, issued an Order TO COMPEL DISCOVERY to the Clerk of this Court, attached and fully incorporated herein, to move the Court of public record and the Judges of this court to order all above defined officers of this court and anyone involved in this matter that has proof and or evidence in this.

matter, to produce said proof and or evidence of Counterclaimant's. constitutional Pro Se by Friday 5:00 p.m., the 22nd day of March, 2024, the days after this Courts unlawful hearing was scheduled for On September 21, 2023, at 2:pm Defendant Judge Hon, Kristi F. Curtis, an individual Bar #:8595, Case No: 2017CP4001687 Deutsche Bank National Trust Company et al V. Christopher Nelums et Jeanette W. McBride Richland County Clerks of Court lack subject-matter jurisdiction under 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED **See EXHIBIT-A, FRAUD UPON THIS COURT,** pursuant to S.C. Code Ann. § 17-21-80, S.C. Code Ann. §§ 22-3-10, and 22-3-20. Section 22-3-10, as limited by § 22-3-20, when the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND in **C/A NO: 2017CP4001687** , Lack Subject-Matter Jurisdiction under. **S.C. § 636(c)(1), § 636(c)(2),** Void action., STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND Dated September 21, 2023, at 2:pm, herein without further order of the court, and without subject matter Jurisdiction and the amount in controversy the sum of **$ $12,000.00,** The Honorable Kristi F. Curtis, W. McBride Richland County Clerks of Court lack subject-matter jurisdiction under 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2), The Honorable Kristi F. Curtis, vacated his bench on September 21, 2023, at 2:pm, Lack of Subject-Matter Jurisdiction under. **S.C. § 636(c)(1), § 636(c)(2)**, Void action., proof and or evidence related to this matter that the above defined persons may have, more. specifically, to prove lawful jurisdiction of this court and this

court's judge that authorized them to proceed in this matter, for inspection, to include. copying and/or photographing of each of the answers to each of the following 20 elements of discovery defined is demanded to wit.

3. Provide true and correct copies of originals of any and all affidavits lawfully executed by an injured party, confession, declaration, testimony, video, audio, documents, papers, books, accounts, certifications, letters, photographs, registrations, objects, or tangible things not privileged, which constitute or contain evidence material to any matter involved in this action and which are in the possession, custody, or control of the ATTORNEY(s), Witnesses, the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND or any of its AGENCIES, AGENTS, or POLITICAL SUBDIVISIONS THEREOF. attached and signed under penalty of perjury on and for the official public record.

4. All names of any witness for The STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, qualified to testify against the people of the United States, and all names of all judges, magistrates, or commissioners who are not 'disqualified' from acting like a judge pursuant to South Carolina. Constitution, Article 6. section 18(a), on and for the official public record.

5. A true and complete copy of the original alleged contract, with wet ink signatures, between the people of the United States and the STATE

OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, or any political subdivisions thereof may have. Law confirms that for the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND or any political subdivisions, thereof, to have "standing "to bring a claim against one of the people of the United. States, there must be either an injured party, damaged property, or a Valid contract between the people of the United States and the STATE, COUNTY, CITY and or the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, to qualify standing. If the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, this Court and or any political subdivision thereof has a valid lawful contract between the people of the United States and them, showing the people of the United States surrendered. subject matter and personal jurisdiction to them, let. them bring it forward for the people of the United States' inspection, or immediately VOID all charges against the people of the United States AT ONCE!

6. A true and complete original and or certified copy of the criminal record of the Attorney(s) of record, Judge(s), Magistrate(s), Pro Temp(s), Commissioner(s), witnesses, grand jurors, as well as all officers of the court involved in the above defined matter, on and for the official public. record.

7. A true and complete certified copy of all oaths, commissions, as

well as the Bonds of all officers of the COURT, including, but not limited. to, all DEPUTIES, COURT CLERKS, JUDGES, MAGISTRATES, ATTORNEYS of record and all JUDGES, MAGISTRATES, PRO TEMS OR COMMISSIONERS, and officers of the court that have or may decide to involve themselves in this matter appointed or elected, signed under private notary jurat, under penalty of perjury, on and for the official public record.

8. True and correct copies of the Respondents "employee's pay stub, "and the "sewer and water bill" for the courthouse and Respondents' private residences for the last three months for every Respondent above defined, attached, and signed under private notary. jurat, under penalty of perjury, on and for the official public record.

9. True and correct copies of the documented proof of claim of injury via affidavit of the injured party, signed under penalties of perjury, with all immunities waived, from the Judges of this court, Attorneys of record, STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, as well as this Court And all officers of the court, signed. under private notary jurat, under Penalty of perjury, on and for the official public record.

10. A true copy of your Certificate of Constitutional Authority signed and sealed by the Secretary of State for all JUDGES,

MAGISTRATES, COMMISSIONERS, PRO TEMPS, ATTORNEYS, and officers of the court, in this matter, signed under private notary jurat, under penalty of perjury, on and for the official public record.

11. A true certified copy of the 401 Certificate of Compliance, signed and sealed by the Director of the State Department of Public Health proving the lawful compliance with standards and limitations. congressionally mandated under, at a minimum, sections 306 and 307 for all BAILIFFS, JUDGES, MAGISTRATES, COMMISSIONERS, PRO TEMPS, ATTORNEYS, CITY MAYORS, CITY POLICE, officers of the court, and witnesses involved in this matter, signed under private notary. jurat, under penalty of perjury, on and for the official public record

12. That to qualify to have good faith standing to be before the above-entitled court, Respondents must be provided your true certified copy of the congressionally mandated 401 Certificate of Compliance, signed and sealed by the State Director of the Department of Public Health, proving lawful compliance with standards and limitations. congressionally mandated under, at a minimum, sections 306 and 307 for all officers of the above-entitled MUNICIPAL COURT, JUDGES, MAGISTRATES, COMMISSIONERS, PRO TEMS, NOTARIES, ATTORNEYS, MAYORS, and POLICE, the employing-MUNICIPALITY, THE STATE, and all other officers of the court and witnesses involved in this matter who are all subject to federal, state, and local law, signed. under private notary

jurat, under penalty of perjury, on and for the official public record.

13. A true certified copy of the records mandated under section 308 identifying the technology serving your home and courthouse. incompliance with mandatory standards and limitations established. undersection 306 and 307, and a permit condition under section 402(k), evidence each of the Respondents 'good faith / good behavior compliance with federal public health and welfare laws, for all witnesses, JUDGES, MAGISTRATES, COMMISSIONERS, PRO TEMS, ATTORNEYS, and officers of the court involved in this matter, signed under private notary. jurat, under penalty of perjury, on and for the official public record.

14. The Honorable Kristi F. Curtis United States Magistrate Judge / ATTORNEY, as well as any JUDGE, MAGISTRATE, CLERK, PROTEMPORE or COMMISSIONER, that involves him or herself in this matter, produce their delegation of constitutional judicial authority, certified and sealed by the Secretary of State, signed under penalty of perjury, on and for the official public. record.

15. The chronological case summary, record of judgments and orders (order book); and indexes related to this case, on and for the official public record.

16. The Attorney(s) of record appearance form having their License to Practice signed and sealed by the Secretary of State

attached, complete with the corporate charter for the legal entity Janet Nelums & Chris Nelums , which shall be filed in this court, signed under private notary jurat, under penalty of perjury, on and for the official public record.

17. All "CUSIP" number(s) tied to this cause, which will show. that this court and or officers of the court, are profiting off this case and it is trading on the ("Stocks") – **BLOOMBERG STOCK MARKET**, on and for the official public record.

18. The foreign agent's registration certificate, as required under the Foreign Agents Registration Act as codified under the United States Codes, §612 et seq., signed and sealed by the United States Secretary of State showing that this court and all officers of the court are foreign agents lawfully registered to do business in the courts of the United. States, on and for the official public record

19. Provide a certified copy of the registration certificate from the above defined State's Secretary of State, showing that this court and all officers of the court are lawfully registered to do business in the State of South Carolina, on and for the official public record.

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a. Victor Rabinowitz et. al. v. Robert F. Kennedy, 376 US 605.

CONCLUSION

20. In support of this Motion, the people of the United States

would show that the items and information requested, are within the exclusive control and custody of the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEA, COUNTY OF RICHLAND, ATTORNEY'S OF RECORD, or one of its AGENCIES, AGENTS or POLITICALSUBDIVISIONS THERE OF; the items are not privileged, and that, absent such discovery, the people of the United States', rights under South Carolina State Constitution; and the Bill of Rights Amendment Articles IV, V, VI, and XI of the Constitution for the United States of America (1789), have been and still are continuing to be violated, as well as trespasses of the people of the United States' Rights to live, liberty, and property, absent Due Process of Law, additionally have been and still are continuing to be violated. Further, failure to answer each element of this instrument demanding discovery by above-defined persons, and REMOVE THIS CASE immediately, would (1) be a gross breach of your fiduciary duty owed the people of the United. States and would justify a constitutional tort action and civil cross- claim. against cross-defendants, et al., at the people of the United States discretion, and (2) effects the Court's jurisdiction accordingly, and confirms cross-defendants, et al., absolute lack of standing in any court, and (3) may justify a criminal complaint to be immediately filed with a competent grand jury having the Supreme authority of the people of the United States to issue indictments. Accordingly, failure for this Court of execute the Inspection of Evidence

and Challenge of the Jurisdiction of the Court, today in honor of the constitutionally. guaranteed Right of the people of the United States would be malfeasance, breach of Oath. and duty, obstruction of justice to constitute a fraud upon the court, a fraud upon the judge, and fraud upon all officers of this municipal Court, confirming partiality of this Court and justifying Cause of Action for Removal to Proper court having competent jurisdiction in the matters. So, it be Ordered!

WHEREFORE, PREMISES CONSIDERED, and in the interest of fairness and justice, promotion of the general welfare and health of the people of the United States as is the standard of justice mandated by Congress assembled on pursuant to the Preamble to the Constitution for the United States of America, and the environmental peace, the people of the United States do DEMAND these herein defined unlimited. elements of Motion for Discovery and Inspection each be answered. ACCORDINGLY, the attorney of Record is HEREBY ORDERED to answer.

TAKE NOTICE that pursuant to section 504, this matter is DECLARED. AN EMERGENCY and the answer shall be served upon and in the Hands of Constitution Pro 'se for the people of the United State and Filed with this Court by close of business on March 22, 2024, also Janet Nelums and Christopher Nelums, by rule of the South Carolina Supreme Court Scott and Corley, P.A. attorneys and counselors at Law Lack of Subject-Matter Jurisdiction under. **S.C. § 636(c)(1), § 636(c)(2),**

JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND TRIABLE BY A JURY

Respectfully submitted on this 22nd day of March, 2024

Janet Louise Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

CERTIFICATE OF SERVICES

I HEREBY CERTIFY that a copy of the foregoing Plaintiffs NOTICE OF INTERVENERS BY RIGHT AND CROSS-CLAIMANT S' DEMAND TO COMPEL DISCOVERY AND INSPECTION OF EVIDENCE AND CHALLENGE OF THE JURISDITION OF THE COURT, AND OFTHE JUDGE. of Defendant's on Thursday, was served by email and Certified Registered Letter on March 20, 2024, to the below listed parties:

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcurtissc@sccourts.org

Mr. Warren Stephen Curtis
Curtis & Croft, LLC
PO Box 3220
Sumter, SC 29151-3220
warren@curtisandcroft.com
(803) 778-7404

NELSON MULLINS RILEY & SCARBOROUGH LLP
Matthew A. Abee, SC Bar No. 101100
Madison C. Guyton, SC Bar No.105205
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000
Email: matt.abee@nelsonmullins.com
Email: madison.guyton@nelsonmullins.com

Environmental Justice and Enforcement
U.S. Attorney's Office
Attn: Johanna Valenzuela, Justice Coordinator
District of South Carolina
1441 Main Street, Suite 500
Columbia, SC 29201
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USASC.EnvironmentalJustice@usdoj.gov

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Office of Environmental Affairs

Chaquetta Greene
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Environmental Justice Associate
Office of Environmental Affairs

Mr. Ben N. Miller, III
Mckenzie Lybrand, LLP
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Columbia, South Carolina 29201
bmiller@mckenzielybrand.com
(803) 223-6155

The United States
ATT: Adair Ford Boroughs
U.S. Attorney
for the District of South Carolina
Main Office:
Wells Fargo Building
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Columbia, SC 29201

The Honorable Daniel J. Rickenmann
1737 Main Street
Columbia, SC 29201
803-447-9768
Mayor@columbiasc.gov

SC Secretary of State's Office
1205 Pendleton Street
Suite 525
Columbia, SC 29201

Jeanette McBride
Richland County Clerk of Court
Richland County Judicial Center
1701 Main Street, Room 205 (29201)
Post Office Box 2766

Columbia, South Carolina 29202

JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND TRIABLE BY A JURY

Respectfully submitted on this 22 day of March, 2024.

Janet Louise Nelums

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jnelums@gmail.com
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Pro Se to the Real Parties in Interest,
the people of the United States, Sui Juris

Interveners by Right
All Rights Reserved

RICHLAND COUNTY
FILED
2024 MAR 25 AM 11:12
JEANETTE W. McBRIDE
C.C.P., G.S., & C.C.

ENVIRONMENTAL DISTRICT COURT ENVIRONMENTAL

DISTRICT OF THE UNITED STATES OF AMERICA,

SOUTH CAROLINA, COLUMBIA DIVISION

The people of the United States (the sovereignty) jus soli, Nunc Pro Tunc.

Claimants,

VS.

Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B;,

Respondents.

NOTICE OF VOID ORDER FOR FRAUD.

NOTICE OF VOID JUDGMENT FOR FRAUD.

NOTICE OF FRAUD UPON THE COURT.

NOTICE OF FRAUD UPON THE JUDGE.

NOTICE OF DISQUALIFICATION.

ORDER TO JUDGE TO CEASE

ACTING AS A JUDGE.

ORDER TO CLERK TO REMOVE CASE.

ORDER TO COUNTY CLERKS TO

ORDER TO SHOW CAUSE.

ORDER TO COMPEL DISCOVERY.

[SERVED UPON THE CLERK OF THE

IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND,

C/A NO: 2017CP4001687]
FRCP Rule 60(b)(4); Public Law 92-500, Sec. 2, Sec 505(a))

STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND, C/A NO: 2017CP4001687 -- SCILICET: JUDGES, ALL OFFICERS OF THE COURT, CLERKS, COMMISSIONERS, OF THE COUNTY OF RICHLAND, SHERIFFS, BAILIFFS, MAYOR OF THE CITY OF RICHLAND COUNTY, AND ALL PERSONS ACTING IN CONCERT WITH YOU:

COMES NOW THE ABOVE-ENTITLED COURT[2] OF RECORD[3] OF The people of

the United States 4(without the "United States"5) on its own motion,

notices and orders6 as follows:

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[1]"The Oath of office is a quid pro quo contract" Davis v. Lawyers Surety Corporation, 459 S.W. 2nd. 655, 657., Tex. Civ. App. and/or cf. (U.S. Const. Art. 6, Clauses 2 and 3,) in which County Authorities, officials, or officers of the government pledge to perform (Support and uphold the organic United States and State Constitutions) in return for substance (wages, perks, benefits). Proponents are subjected to the penalties and remedies for Breach of Contract [c f. conspiracy under Titled 28 U.S.C. Sections 241, 242, treason under the Constitution at Article 3, Section 3., and intrinsic fraud as per Auerbach v. Samuels., 10 Utah 2nd. 152, 349 P. 2nd. 1112, 1114., and Alleghany Corp v. Kirby. D.C.N.Y. 218 F. Supp. 164, 183., and Keeton Packing Co. v. State., 437 S.W. 20, 28.

[2] A supreme court of record of the people of the United States authorized pursuant to the rights retained by the people as defined in the Preamble of the Constitution for the United States; confirmed under the Bill of Rights Amendment Article six and X; and further authorized by a Congressional Act, Public Law 92-500 Federal Water Pollution Control Act Amendments of 1972, Sec. 9. ENVIRONMENTAL COURT. "It remains rudimentary law that "[a]s regards all courts of the United States inferior to this tribunal, two things are necessary to create jurisdiction, whether original or appellate. The Constitution must have given to the court the capacity to take it, and an act of Congress must have supplied it. "[Emphasis in original.] *Finley v. United States,* 490 U.S. 545 (1989)
COURT. The person and suit of the sovereign; the place where the sovereign sojourns with his regal retinue, wherever that may be. [Black's Law Dictionary, 5th Edition, page 318.]
COURT. An agency of the sovereign created by it directly or indirectly under its authority, consisting of one or more officers, established and maintained for the purpose of hearing and determining issues of law and fact regarding legal.

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

1. NOTICE OF VOID ORDER FOR FRAUD![8]
2. NOTICE OF VOID JUDGMENT FOR FRAUD! NOTICE OF
3. FRAUD UPON THE COURT AND DEMAND TO
4. CEASE! NOTICE OF FRAUD UPON THE JUDGE AND

5. DEMAND TO CEASE! NOTICE OF DISQUALIFICATION OF

6. JUDGE AND DEMAND TO STAND DOWN! ORDER TO JUDGE

7. TO CEASE ACTING AS A JUDGE! ORDER TO CLERK TO

8. REMOVE CASE TODAY OR BE JOINED TO THE ACTION!

9. ORDER TO CLERK OF COURT TO SHOW CAUSE! ORDER

10. COMPELLING DISCOVERY ON ALL OFFICERS OF THE COURT!

11. THAT ALL TRESPASSES, BARRATRY, TYRANNY, EXTORTION, INTERFERENCE WITH INTERSTATE COMMERCE, AND FRAUD BY THE ABOVE NAMED TYRANTS11, HEREINAFTER COLLECTIVELY "ENVIRONMENTALTERRORISTS"12), SHALL CEASE AND DESIST; AND THE CLERK OF THE COURT EXECUTE ACCORDING TO HER FIDUCIARY DUTY TO THE PEOPLE AND

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rights and alleged violations thereof, and of applying the sanctions of the law, authorized to exercise its powers during law at times and places previously determined by lawful authority. [Isbill v. Stovall, Tex.Civ. App., 92 S.W.2d1067, 1070; Black's Law Dictionary, 4th Edition, page 425]

3 COURT OF RECORD. To be a court of record a court must have four characteristics and may have a fifth. They are:

A. A judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it [Jones v. Jones, 188 Mo. App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689] [Black's Law Dictionary, 4th Ed., 425, 426]

B. Proceeding according to the course of common law [Jones v. Jones, 188 Mo. App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v.

Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689][Black's Law Dictionary, 4th Ed., 425, 426]

C. Its acts and judicial proceedings are enrolled, or recorded, for perpetual memory and testimony. [3 Bl.Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C. Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D. C. Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231]

D. Has power to fine or imprison for contempt. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C. C. Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C. Ga., 37 F. 488, 2 L.R.A. 229; Heiningerv. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.][Black's Law Dictionary, 4th Ed., 425, 426]

E. Generally, possesses a seal. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C. Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C. Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.][Black's Law Dictionary, 4th Ed., 425, 426]

4 As contemplated in the Preamble to the Constitution for the United States of America

5 A foreign franchised private municipal Federal Corporation of Washington D.C. foreign to the people of the United States of America. "The government of the United States is a foreign corporation with respect to a state" [the people of the United States In re Merriam , 36 N. E. 505, 141 N. Y. 479, affirmed 16 S. Ct. 1073, 163 U.S. 625, 41 L .Ed. 287.

"The only inherent difference ordinarily recognized between superior and inferior courts is that there is a presumption in favor of the validity of the judgments of the former, none in favor of those of the latter, and that a

superior court may reshown not to have had power to render a particular judgment by reference to its record. Ex parte Kearny, 55 Cal. 212.

Note, however, that IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND is the name of a particular court. But when a court acts by virtue of a special statute conferring jurisdiction in a certain class of cases, it is a court of inferior or limited jurisdiction for the time being, no matter what its ordinary status may be. Weidenfeld v. Superior Court, 117 Cal. 348, 49 Pac. 210; Cohen Barrett, 5 Cal. 195" 7 Cal. Jur. 579

7 The very meaning of 'sovereignty' is that the decree of the sovereign makes law. [American Banana Co. v. United Fruit Co., 29 S. Ct. 511, 513, 213 U.S. 347, 53 L. Ed. 826, 19 Ann. Cas. 1047.] The people of this State, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the King by his prerogative. [Lansing v. Smith, 4 Wend. 9 (N.Y.) (1829), 21 Am. Dec. 89 10C Const. Law Sec. 298; 18 C Em. Dom. Sec. 3, 228; 37 C Nav. Wat. Sec. 219; Nuls Sec. 167; 48 C Wharves Sec. 3, 7.]

8 Any judicial record may be impeached by evidence of a want of jurisdiction in the Court or judicial officer, of collusion between the parties, or **of fraud in the party offering the record**, in respect to the proceedings. [California Code of Civil Procedure, Section 1916]

9 Sovereign immunities guaranteed all people as one of the United States [of America] from trespass by aliens and foreigners pursuant to the Constitution Amendment Article XI. Aliens and foreigners are members of the Roman Curia, i.e. employees of corporations, franchises, American Society of Civil Engineers, and BAR associations. As of September 1st , 2013, members of the Roman Curia lost all immunity from collateral attack, suits for trespass upon Rights of the people of the United States. Papal Decree of July 11, 2013.

10 Webster's 1828 Dictionary: BAR'RATRY, n. The practice of exciting and encouraging lawsuits and quarrels. Bouvier's Law Dictionary, 1856: BARRATRY, crimes. In old law French barat, barratries, signifying robbery, deceit, fraud. In modern usage it may be defined as habitual moving, exciting, and maintaining suits and quarrels, either at law or otherwise. 1 Inst. 368; 1 Hawk. 243.

11 As contemplated in the Declaration of Independence, July 4, 1776.

12 As contemplated in Section 802 of the USA PATRIOT Act (Pub. L. No. 107-52); 42 U.S.C.A. Sec. 262a and 7 U.S.C. A. Sec. 8401

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

REMOVE C/A NO: 2017CP4001687 AS NOTICED AND REQUIRED BY LAW, WITHOUT FURTHER DELAY, IN THE INTEREST OF JUSTICE.

1. Therefore, if the above orders are not obeyed, then no later than ten (10) days following the Certified Mail. 'Filed' stamp on the date mailed, the above defined Clerk shall show cause to this court why these orders should not take effect or should be modified, or why you should not be held in contempt of court and additionally joined as an adverse party to this action at law.

(2.) To qualify your standing in this court, your cause shall consist of at minimum, 1) present the congressionally mandated "401Certification of Compliance" and 2) a certified copy of your records you are individually required to maintain under section308, proving your compliance with a permit requirement required under section 402(k) as evidence of your compliance with Public Law 92-500 Federal Water Pollution Control Act Amendments of1 972, Sec 2.and sections 301, 306, and 307 at minimum.Each officer of the court is BOUND to answer each of twenty (20) elements of the motion to compel discovery hereto

attached and incorporated here in its entirety. The officers of the court will no later than ten (10) days following the Certified Mail 'Filed' stamp on the date mailed. Failure to answer each element of discovery will constitute your admission to the fraud associated with that element. You agree your silence, as admission to all claims, shall be accepted as qui non negotiator, a Maxim of Law that means "he who does not deny, admits." Absent settlement agreements, judgments will ensue.

3. The court, mindful of the bad faith activities of the parties and the importance of the administration of justice, will liberally construe the facts and evidence presented prejudgment.

4. THIS ORDER IS NOT A MOTION OR MOVING PAPER, but an order from the above-entitled court of record **C/A NO: 2017CP4001687**-of the people of the United States who have intervened on. behalf of Janet Nelums & Chris Nelums ; one of the people of the United States of America and a people13 of South Carolina, hereinafter "The people of the United States," to the Clerk of the STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, all Judges of the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, Attorneys 2 of record, the Board of Supervisors (Commissioners) for the political subdivision of the franchise municipal utility, incorporated and doing business as The State of South Carolina, and doing business as the State licensed private corporation of the County of RICHLAND, Clerks of The County of RICHLAND, the Sheriff of RICHLAND County, the Mayor Of the franchise municipal sewer utility doing business as the City of Columbia, and all the people acting in

concert with them.

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[13] "People" is either singular or plural. People in this instance is the people of the United States as contemplated in the Preamble of the Constitution for the United States of America who ordained and established the Constitution for the United States of America (1787), and of which has only thirteen lawfully ratified Articles of Amendment (1819).

[14] All Bar Attorneys - Attorneys- in the U.S. owe their allegiance and give their solemn oath in pledge to the Crown Temple, realizing this or not. This is simply due to the fact that all Bar Associations throughout the world are signatories and franchises to the international Bar Association located at the Inns of Court at Crown Temple, which are physically located at Chancery Lane behind Fleet Street in London. Although they vehemently deny it, all Bar Associations in the U.S., such as the American Bar Association, or Minnesota Bar Association, are franchises to the Crown, i.e. foreign to America, and therefore **foreign** to the **Constitution for the United States of America** and foreign to the people of the United States. This includes all judges of the courts of the United States

[15]...our justices, sheriffs, mayors, and other ministers, which under us have the laws of our land to guide, shall allow the said charters pleaded before them in judgement in all their points, that is to wit, the Great Charter as the common law...

[Confirmation Cartarum, November 5, 1297, Sources of Our Liberties Edited by Richard L. Perry, American Bar Foundation]

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

1. The people of the United States (without the "United States" municipal franchise federal corporation), as contemplated in the Preamble of the Constitution for the United States of America, are.

"Joint Tenants in the Sovereignty16," and "people of South Carolina pro tunc." The people of the United States, as Joint Tenant in the Sovereignty, has the prerogative of claiming Sovereign Immunity17 in cases such as this one18 and does so claim.

2. This extraordinary attack upon one of the people of the United States and lawfully commissioned state officials 19 of the court of one of the people of the United States by above defined persons operating in concert with each other 20, more specifically identified as employees of a private franchised corporation 21 doing business as "T he State of South Carolina", acting to impersonate a constitutional state government of the people, but NOT; and their agents operating as corrupt members of a foreign communist organization doing business as South Carolina State BAR Association, impersonating lawful. constitutional Pro 'se, but NOT; and a corrupt member of said South Carolina State Bar Association, acting to impersonate a "Judge." having Article III, judicial authority under the Constitution for the United States of America, while being automatically disqualified from acting as a Judge pursuant to South Carolina Constitution, Article 6., Section 18(a)22. ; a complicit so-called "Clerk of the STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS, County of Richland" (Clerk); and complicit "Clerks of the for the district of South Carolina, Recorder's Office, County of Richland", in concert with each other, collectively and individually conspire to dishonor and trespass upon the people of the United States. Such bad behavior constitutes overt acts.23, committed against the constitutionally guaranteed Amendment Article V. Rights to life, liberty, and property, absent Due Process of Law (due process).

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16 The people of the United States, the author and source of law in

America, creator of Congress and the national government, in whose name and by whose authority Congress publish, on July 4, 1776, *The unanimous Declaration of the thirteen United States of America*, who ordain and establish, on March 4, 1789, the *Constitution for the United States of America*, and in whom all political power inheres, i.e., "The people of the United States" (without the "United States"), are joint tenants in the sovereignty (hereinafter the "Joint Tenants in the Sovereignty"), in contradistinction to Congress, who exercise sovereign authority as well, but only in territory and other property belonging to the United States (a corporation); to wit:

3. The same feudal ideas run through all their jurisprudence, and constantly remind us of the distinction between the prince and the subject. No such ideas obtain here; at the Revolution, the sovereignty devolved on the people, and they are truly the sovereigns of the country, ...; the citizens of America are equal as fellow citizens, and as joint tenants in the sovereignty. [Underline emphasis added.] *Chisholm v. Georgia*, 2 U.S. 419, 471 (1793).

4. Sovereignty itself is, of course, not subject to law, for it is the author and source of law; but, in our system, while sovereign powers are delegated to the agencies of government, sovereignty itself remains with the people, by whom and for whom all government exists and acts. *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886)

17 "The judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the [people of the] United States by citizens of another state, or by citizens or subjects of any foreign state." Bill of Rights Amendment Article XI of the Constitution for the United States of America. "The people of this state do not yield their sovereignty to the agencies which serve them." South Carolina Government Code,

Section; see also South Carolina Government Code Section]

[18]"Except as provided in subsection (b) of this section, any citizen may commence a civil action on his own behalf —

"(1) against any person (including (i) the United States, and (ii) any other governmental instrumentality or agency to the extent permitted by the eleventh amendment to the Constitution) who is alleged to be in violation of (A) an effluent standard or limitation under this Act..." Public Law 92-500, Sec. 2. Federal Water Pollution Control Act, Title V, GENERAL PROVISIONS, CITIZEN SUITS, Sec. 505, an Act of Congress assembled October 18, 1972

[19] Unlimited right to contract pursuant to the Constitution for the United States of America (March 4th, 1789), Article I, section 10, clause 1 . Violation of this constitutionally guaranteed right is a "Constitutional Tort."

[20] **See R.I.C.O. 18 U.S.C. §1961 et seq**

[21] Corporation is "engaged in commerce" under RICO "when it is itself 'directly engaged in the production, distribution, or acquisition of goods and services in interstate commerce.'" United States v. Robertson, 115 S. Ct. 1732 (1995) (per curiam) (quoting United States v. American Build. Maintenance Indus., 422 U.S. 271, 283 (1975)).Any corporation employing BAR members, the National BAR Association, an interstate body, and operating as affranchised sewer utility, franchised under the 'franchising' United States municipal corporation, is actively involved in "interstate commerce."

[22] A judge is disqualified from acting as a judge when there is information that he/she is committing crimes punishable as felonies under federal law. See California Constitution, Article 6, section 18(a). Also see United States Codes, Title 33§1319(c) Criminal penalties, (3) Knowing

endangerment. Knowing endangerment due to the doctrine that "anyone who has taken an oath to uphold the law is deemed to know the law." 23 Organic Constitution for the United States of America, Article III, Section 3. **Treason** against the United States shall consist only in levying War against them, or in adhering to their Enemies, giving them Aid and Comfort. No Person shall be convicted of **Treason** unless on the Testimony of two Witnesses to the same overt Act, or on Confession in open Court.

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

21. As one of the people of the United States, The people of the United States was accused a"defendant" in an bankruptcy Court" not of record and not proceeding according to the common-law.24 Pursuant to her lawful right to challenge the jurisdiction of the bankruptcy Court, hereinafter "Kangaroo Court, "she served the Clerk with a lawful NOTICE OF REMOVAL 25 of the Kangaroo Court's case number 3:20-BK-03908 on, 2021, to a competent court of record that proceeds according to the common law and having final jurisdiction in the matter. 26 It is because of these criminal trespasses upon the guaranteed due process rights by the above defined imposters and Clerks, and others acting in concert against the people of the United States, this atypical method of dealing with the Fraud on the Judge and the Fraud Upon the Court is required.

22. THE STATUS OF THE PEOPLE OF SOUTH CAROLINA, AS THE SOVEREIGNS OF THE STATE OF SOUTH CAROLINA, IS A NONJUSTICIABLE POLITICAL QUESTION 27 UPON WHICH THE JUDGES, CLERKS, OFFICERS OF THE SOUTH CAROLINA COURTS 28, AND CLERKS OF THE SOUTH CAROLINA COUNTIES-46 MAY NOT TRESPASS.3

23. No disrespect is intended toward the magistrates 31 of the

OF RICHLAND acting as a judge during times of good behavior, for they are the mirror 32 of the sovereign people of South Carolina: the people's agents. If they are on the bench, the people of South Carolina can never be unsuited or fail to appear in court. 33 However, when judges of the State of South Carolina are operating and committing war crimes against humanity in genocide, knowingly and wantonly. poisoning the people of South Carolina drinking waters in conspiracy with others, they are not acting as a judge during times of good behavior as mandated by the Constitution for the United States of America, Article III, Clause 1., and pursuant to the South Carolina Constitution, Article 6., 18(a), are **DISQUALIFIED FROM ACTING AS A JUDGE 34 and an INDICTMENT FOR THEIR ARREST, INCARCERATION, AND CRIMINAL PROSECUTION IS IN ORDER.**

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24 Kangaroo court: 1. A self-appointed tribunal or mock court in which the principles of law and justice are disregarded, perverted, or parodied. . .. 2. A court or tribunal characterized by unauthorized or irregular procedures, esp. so as to render a fair proceeding impose sable. 3. A sham legal proceeding. Black's Law Dictionary 7th ed., p. 359 25 "Where a Court has jurisdiction, it has a right to decide every question which occurs in the cause; and whether its decision be correct or otherwise, its judgment, until reversed, is regarded as binding in every other Court. But, if it acts without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to a recovery sought, even prior to a reversal, in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers."

Elliott v Peirsol , 1 Pet. 328,340, 26 U.S. 328, 340, 7L.Ed. 164 (1828); Court may not proceed, 37 US 657, 718, 719.mht.

[26] Any person who knowingly violates section 1311, 1312, 1313, 1316, 1317, 1318, 1321(b)(3), 1328, or 1345 of this title, or any permit condition or limitation implementing any of such sections in a permit issued under section 1342 of this title by the Administrator or by a State, or in a permit issued under section 1344 of this title by the Secretary of the Armor by a State, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than $250,000 or imprisonment of not more than 15 years, or both. A person which is an organization shall, upon conviction of violating this subparagraph, be subject to a fine of not more than $1,000,000. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, the maximum punishment shall be doubled with respect to both fine and imprisonment. Codified in the government authorities' United States Codes, §1319 ENFORCEMENT, Section (c)Criminal penalties, (3) Knowing endangerment, (A)General rule. "All codes, rules and regulations are applicable to the government authorities only!" Rodrigues v. Ray Donovan 769 F2d1344, 1348 (1985)

[27] The state cannot diminish rights of the people. *Hertado v. California*, 100 US 516.

[28]"Qualified immunity "protects government officials from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Weise v. Casper, 53 F 3d 1163, 1166 10th Cir. 2010) (quoting Pearson v. Callahan US 129 S Ct. 808, 815 (2009) and Harlow v. Fitzgerald 457 US 800, 818 (1982); "Officers of the court have no immunity, when violating a constitutional right, for they are

deemed to know the law." *Owens v. Independence*, 100 S.C.T. 1398 (Ezra 7:23-26) 29 "An instrument is deemed in law filed at the time it is delivered to the clerk, regardless of whether the instrument is filed. marked [or signed by an attorney or judge]." *James v. Kentucky*, S Ct (1984); *Biffle v. Morton Rubber Indus.*, Inc., 785S.W.2d 143, 144 (Tex.1990);

30 "The people of this state do not yield their sovereignty to the agencies which serve them." [South Carolina Government Code, Section see also South Carolina Government Code Section]

31 The following persons are magistrates: ...The judges of the superior courts.... [South Carolina Code, Sec.]

32 "His judges are the mirror by which the king's image is reflected." 1 Blackstone's Commentaries, 270, Chapter 7, Section 379

33 "A consequence of this prerogative is the legal *ubiquity* of the king. His majesty in the eye of the law is always present. in all his courts, though he cannot personally distribute justice. (Fortesc.c.8. 2Inst.186)" 1 Blackstone's Commentaries,270, Chapter 7, Section 379

34 **A judge is disqualified from acting as a judge** when there is an information or indictment that he/she is committing crimes punishable as felonies under federal law. See South Carolina Constitution, Article 6, section 18(a). Also see Unit.

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

24. No disrespect is intended toward the Clerks of the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, while serving the wishes of the people of South Carolina and honouring their NOTICE TO REMOVE when fraud on the court and fraud on the judge has been discovered. However, when the Clerks of the Courts of the State of STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, dishonourer fiduciary duty to the people of South Carolina and disregard a lawfully served NOTICE TO REMOVE for cause of fraud and disqualification of the judge, the Clerk is complicit with the corrupt judge and the fraud upon the court, and knowingly and wantonly acts to cause a "free man to lose his court 36" Such act is a constitutional violation in the nature of a **"CONSTITUTIONAL TORT" AND JUSTIFIES Q CIVIL ACTION FOR PERSONAL-INJURY, DAMAGES, AND PERMANMENT RELIEF OF OFFICE**

25. Absolute disrespect is intended for all so-called BAR-officers. of the court" that are members of the BAR union and are parties to communism.37 It is a well settled fact they are trespassers, extortionists and attorneys 38 who hold no citizenship of America, and are foreign to the people of South Carolina, the people of the United States, and to the Constitution for the United States of America, and have no standing in any constitutional court of law, and are felons for refusing to register as foreign agents 39 of the Crown Temple to whom they owe their allegiance. Whenever a lawyer is involved in a case directly or indirectly, as a litigant or assisting as counsel, ALL BAR-LAWYER-JUDGES HAVE TO DISQUALIFY THEMSELVES, AS THERE CANNOT BE A CONSTITUTIONAL TRIAL and also there would be a violation of the conflict-of-interest laws, along with the violation of separation of powers and checks and balances, BECAUSE "BAR-OFFICERS OF THE COURT ARE ON BOTH SIDES OF THE BENCH CONSTITUTING FRAUD UPON THE COURT!

26. No disrespect is intended toward the Clerks of the Counties Of South Carolina for they are valuable to keep proper records regarding ownership of real properties recorded with them by the people of the

United States within their respective counties. However, when Clerks refuse to record a STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND Subject Matter Jurisdiction of one of the people of South Carolina, 40 they are in breach of their

State Code, Title 33 §319(c) Criminal penalties (3) Knowing. endangerment. **Knowing endangerment** due to the doctrine that "anyone who has taken an oath to uphold the law is deemed to know the law."

35 And should include all conspirators who conspired with them in committing the acts of genocide and fraud.

36"Henceforth the writ which is called Praecipe shall not be served on any one for any holding to cause a free man to lose his court." Magna Carta, Article 34.

37 Pursuant to the House of Representatives 5, 79th Congress, 1st Session

The National Lawyers Guild is the foremost legal bulwark of the Communist Party, its front organizations, and controlled unions. Since its inception it has never failed to rally to the legal defence of the Communist Party and individual members thereof, including known espionage agents. It has consistently fought against the national, State and local legislation aimed at curbing the Communist conspiracy. It has been most articulate in its attacks upon all agencies of the Government seeking to expose or prosecute the subversive activities of the Communist network, including national, State and local investigative committees, the Department of Justice, the FBI, and law enforcement agencies generally. Though its affiliation with the International Association of Democratic Lawyers, an international Communist-front organization, the National Lawyers Guild has constituted itself an agent

of a foreign principal hostile to the interest of the United States [the people united for America]. It has gone far afield to oppose the foreign policies of the United States, in line with the current line of the Soviet Union

38 All Bar Attorneys – Attorneys - in the U.S. owe their allegiance and give their solemn oath in pledge to the Crown Temple, realizing this or not. This is simply due to the fact that all Bar Associations throughout the world are signatories and franchises to the international Bar Association located at the Inns of Court at Crown Temple, which are physically located at Chancery Lane behind Fleet Street in London. Although they vehemently deny it, all Bar Associations in the U.S., such as the American Bar Association, or South Carolina Bar Association, are franchises to the Crown, i.e. **foreign**. to America, and therefore **foreign to the Constitution for the United States of America** and foreign to the people of the United States, for which the people of the United States have absolute guaranteed immunity as provided for in Amendment Article XI of the Constitution for the United States of America, from any action being brought against them where a member of a BAR association would be involved as they are **foreign**

39 No BAR attorney can claim an American citizenship. Their allegiance is sworn to a foreign power. Accordingly, they are limited to merely representing artificial or fictitious entities:

It is a clearly established principle of law that an attorney must represent a corporation, it being incorporeal and a creature of the law. An attorney representing an artificial entity must appear with the **corporate charter and law** in his hand. A person acting as an attorney for a foreign principal must be registered to act on the principal's behalf. See, c f Foreign Agents Registration Act (22 *USC* § 612 et seq.); *Victor Rabinowitz et. at. v. Robert F. Kennedy,* 376 US 605.

Failure to file the "Foreign Agents Registrations Statement" goes directly to the jurisdiction and lack of standing to be before the court and is a felony pursuant to c f 18 USC §§ 219, 951.The conflict of law, interest and allegiance is obvious.40

40 Janet Nelums & Chris Nelums as Two of the people of the United States proceeds in her courts according to the common law and is not subject to South Carolina laws or their statutory schemes. The Environmental District Court is entitled to issue a Writ.

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

27. fiduciary duty owed the people and have unlawfully acted to cause a free man to lose his court 41 by refusing to record her document. 42 A 'notice' issued by a non. -constitutional entity requiring a signature of a foreign BAR attorney or judge before recording it, constitutes complicity with the enemy of the people and obstruction of justice at minimum. Accordingly, such bad behavior, and breach of fid uciary duty owed the people of South Carolina, would constitute a "CONSTITUTIONAL TORT" THAT JUSTIFIES A CIVIL ACTION FOR PERSONAL-INJURY, DAMAGES, AND PERMANENT RELIEF OF OFFICE

28. The State of South Carolina clerks, judges, and officers of The STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, inferior municipal 44 Courts are mere employees of a private for- Profit franchised. Corporation and even if they weren't committing crimes punishable a felony under federal law, do not have the same status as enjoyed by the people of South Carolina and the people of the United States: they are persons as defined in 'their' Penal Code and subject to their Penal Code§ 37 and §38, 45 and additionally each a "person" as defined in federal law, Public Law 92-500, Sec. 2, Sec. 309(c)(3) and502(5) 46 (Law): they owe allegiance to the state (the

people of South Carolina There is no qualified immunity 47 for those persons who misbehave 48 in this case and are causing irreparable harm.

29. If a "person," (not one of the people) as defined in Law, comes before an inferior municipal 49 Kangaroo Court that is neither

necessary and appropriate to notice a county recorder of a lawsuit pending that is expected to affect title to a parcel of real property located within his county to wit:

"The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law." *Clinton v. United States*, 297 F.2d 899 (9th Cir. 1961); and the County Clerks point to South Carolina law' s statutory scheme for recording notice of a Fraudulent bankruptcy, the intent of which is. "To restrict rather than enlarge the common law doctrine of notice, and to curb abuses of the procedure." *Palmer v. Zaklama*, 109 Cal. App. 4th 1367, 1376 (2003), such behavior justifies a "Constitutional Tort Action."

41 "Henceforth the writ which is called Praecipe shall not be served on any one for any holding to cause a free man to lose his court." Magna Carta, Article 34. Such act would be a *deprivation of the liberty.* of the people of the United States.

42 5.(d)(4) of the Federal Rules of Civil Procedures specifically states

"Acceptance by the clerk. A clerk must not refuse to file a paper solely because it is not in the form prescribed by these rules or by a local rule or practice."

"An instrument is deemed in law filed at the time it is delivered to the clerk, regardless of whether the instrument is file marked." *Biffle v. Morton Rubber Indus., Inc* ., 785 S.W.2d 143, 144 (Tex. 1990).

"All codes, rules and regulations are applicable to the government authorities only! *Rodrigues v. Donovan* 769 F2d 1344,1348 (1985). Penalty defined under 18 U.S.C. §2071(a) and he confirm the fine for violation of refusing to file is $250.000.00, or imprisonment of up to three (3) years, or both.

[43] "An instrument is deemed in law filed at the time it is delivered to the clerk, regardless of whether the instrument is filed marked [or signed by an attorney or judge]." James v. Kentucky, S Ct (1984); Biffle v. Morton Rubber Indus., Inc., 785 S.W.2d 143, 144 (Tex.1990)

[44] The bankruptcy court judge Ms. Helen Elizabeth Burris have no jurisdiction over a living Woman.

[45] CPC 37. (a) Treason against this state consists only in levying war against it, adhering to its enemies, or giving them aid and comfort, and can be committed only by persons owing allegiance to the state. The punishment of treason shall be death or life imprisonment without possibility of parole. The penalty shall be determined pursuant to Sections 190.3 and190.4

(b) Upon a trial for treason, the defendant cannot be convicted unless upon the testimony of two witnesses to the same overt act, or upon confession in open court; nor, except as provided in Sections 190.3 and 190.4, can evidence be admitted of an overt act not expressly charged in the indictment or information; nor can the defendant be convicted unless one or more overt acts be expressly alleged therein

CPC 38. Misprision of treason is the knowledge and concealment of treason, without otherwise assenting to or participating in the crime. It is punishable by imprisonment in the state prison.

[46] "For the purposes of this subsection, the term 'person' shall mean, in addition to the definition contained in section 502(5) of this Act, any responsible corporate officer."

"The term 'person' means an individual, corporation, partnership, association, State, municipality, commission, or political subdivision of a State, or any interstate body."

47 "Qualified immunity "protects government officials from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Weise v. Casper, 53 F 3d 1163, 1166 10th Cir. 2010) (quoting Pearson v. Callahan US 129 S Ct. 808, 815 (2009) and Harlow v. Fitzgerald 457 US 800, 818 (1982); "Officers of the court have no immunity, when violating a constitutional right, for they are deemed to know the law. *"Owens v. Independence*, 100 S.C.T. 1398 (Ezra 7:23-26)

48 Clause of Article III, Section 1, of the Constitution for the United States, to wit: "The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behaviour..." [spelling and capitalization in original]; and

"Notwithstanding any other provisions of this Act it shall be unlawful to discharge any ..., chemical, or biological warfare agent... into the navigable waters." Public Law 92-500, Sec. 2., Title III STANDARDS AND ENFORCEMENT, EFFLUENT LIMITATIONS, Sec. 309(f).

49 IN THE COURT OF COMMON PLEA, court judge /Joseph M. Strickland, have no jurisdiction over a living Man.

30. acting as a "court of record"50 nor proceeding according to the course of the common law.51 The judge, even in times of good behavior, is not a judge having authority under the Supreme Lawof the Land, but merely a ministerial clerk of a non-governmental private for-profit franchised municipal sewer utility's bankruptcy court 52 of an incorporated municipality 53. As an employee of a person, a private for-profit franchised municipal corporation doing business under

the name of "IN THE COURT OF COMMON PLEAS Court, he cannot claim the constitutional authority of a Tribunal.

31. When a sovereign people of South Carolina is in their court 54 of record, as is this case, they assume the mantle of the tribunal, independent of the Magistrate. The judge's role in the proceeding is limit ed to that of a ministerial clerk, authorized only to remove the case as law requires.

32. The people of South Carolina expect judicial integrity from those who sit on the bench as their mirror image: it is the judge'sduty, obligation, and responsibility to do the wish and will of the people of South Carolina, not to join in concert with tyrants to persecute the people of South Carolina as in this case.

33. Likewise, the Clerk of the Court has no constitutional. authority to deny the wish of those with the status of the "people of South Carolina," and be complicit with a fraudulent judge acting to unlawfully retain a case of the people of South Carolina in his Kangaroo Court not of record and not nisi Prius.55

34. This case hinges on a single question of law: Does Fraud Upon the Court, Fraud Upon the Judge, and Fraud Upon the Officers of the Court affect a court's jurisdiction? 56

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50 South Carolina Constitution (1879), ARTICLE 6, JUDICIAL: SEC. 1. The judicial power of this State is vested in the Supreme Court, courts of appeal, superior courts, and municipal courts, all of which are courts of record.

51 A court of record may not be in name only. Further, keeping a record alone is not sufficient to qualify as a court of record. The court of record must meet all the following requirements:

A. The tribunal is independent of the magistrate (judge) [Jones v. Jones, 188 M o. App. 220, 175 S.W. 227,229; Ex parte Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosal sky, 244 N.Y. 406, 155 N.E. 688, 689] [Black's Law Dictionary, 4th Ed., 425, 426]

B. Proceeding according to the common law [Jones v. Jones, 188 Mo. App. 220, 175 S.W. 227, 229; Ex part Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosal sky, 244 N.Y. 406, 155 N.E. 688,689] [Black's Law Dictionary, 4th Ed., 425, 426]

C. Power to fine or imprison for contempt [Jones v. Jones, 188 Mo. App. 220, 175 S.W. 227, 229; Ex part Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosal sky, 244 N.Y. 406, 155 N.E. 688,689] [Black's Law Dictionary, 4th Ed., 425, 426]

D. Keeps a record of the proceedings [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga.,24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D. C. Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis,96 Ohio St. 205, 117 N.E. 229, 231]

E. Generally has a seal [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.G a., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.G a., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St.205, 117 N.E. 229, 231.][Black's Law Dictionary, 4th Ed., 425, 426]

"Due Process [of Law] requires the usage of the common law. Without the common law then Due Process is not applied."

Hoke v. Henderson

, 15 N.C. 15, 25; accordingly, any action absent Due Process constitutes a trespass of a constitutional magnitude upon the

peoples' unalienable Rights to Life, Liberty, and Property." Amendment Article V. of the people of

the United States Bill of Rights Amendment to the Constitution for the United States (1789).

52 All bankruptcy courts are "courts of United States Magistrate Judges," and have no jurisdiction over a living man!

35. In any judicial proceeding, the moving party has the burden of proof of demonstrating that the court has subject matter jurisdiction over the matters and parties before it.

See the following authorities.

- Scott V. Sandford, 60 U.S. 393 (1856)
- Security Trust Co. v. Black River National Bank ,187 U.S. 211(2002)
- McNutt v. General Motors Acceptance Corp.,298 U.S. 178,189 (1936)
- Hague v. Committee for Industrial Organization Et. Al.,307 U.S. 496(59 S.Ct.954, 83 L. Ed. 1423 (1939)
- *United States v. New York Telephone Co.*,434 U.S. 159, 98 S. Ct. 36454 L. Ed. 2d376 (1977)
- *Chapman v. Houston Welfare Rights Organization Et. Al.*, 441 U.S. 600, 99 S.Ct.1905, 60 L. Ed. 2d 508 (1979)
- *Cannon v. University Chicago Et. Al.* ,441 U.S. 677, 99 S. Ct. 1946, 60 L. Ed. 2d560 (1979)
- *Patsy v. Board Regents State Florida*, 457 U.S. 496, 102 S.Ct. 2557, 73 L.Ed.2d172 (1982)
- *Merrill Lynch v. Curran Et Al.*,456 U.S. 353, 102 S.Ct. 1825, 72 L.Ed.2d 182, 50U.S.L.W. 4457 (1982)
- *Insurance Corporation Ireland v. Compagnie Des Bauxites De Guinee*,456 U.S.694, 102 S. Ct. 2099, 72 L.Ed.2d 492, 50 U.S.L.W. 4553 (1982)
- *Matt T. Kokkonen v. Guardian Life Insurance Company America* ,128 L.Ed.2d391, 62 U.S.L.W. 4313 (1994)

CHALLENGE TO THE JURISDICTION OFTHE COURT

36. **TAKE NOTICE:** that We, Janet Nelums & Chris Nelums the the real party of interest here by Challenge the Jurisdiction of the Court which is the legal procedure for resolving the issue of judicial authority. This measure is necessary in the light of the fact that the Judicial Officer intends to summarily conduct these proceedings without the Court obtaining my clear and unequivocal Consent to be without a Jury, which is in accordance with the mandates of English Common Law for the administration of Justice – with Justice being "the protection of rights and the punishment of wrongs".

37. This Challenge to the Jurisdiction of the Court is to be. determined by a Special Jury.

CHALLENGE GROUNDS:

38. This Challenge to the Jurisdiction of the Court is made on all grounds, including Subject Matter, Relationship and Competency In any action, both parties must give their clear and unequivocal consent to be without a Jury. Without that consent, the Court has no Jurisdiction to proceed summarily, and the Jurisdiction of the Court must be challenged. This Challenge can only be judged by a Special Jury. Should a Judge or Magistrate disregard or dismiss this Challenge, then he or she is liable to punishment for Contempt of Court, which is "interfering with the administration of Justice, as defined above. Should a Judge or Magistrate disregard or dismiss this Challenge, that is a violation of Due Process and the Rule of Law.

39. Challenge of the Jurisdiction of the Court, and of the Judge necessary regarding to these matters and causes and to prove constitutional judicial standing required for this Court and its Judge(s)

before they can proceed one step further, as all proceedings must stop upon a challenge of a court's jurisdiction to hear the case.

40. A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S. Ct. 1409.

41. "Once challenged, jurisdiction cannot be assumed, it must. Be proved to exist." **Stuck v. Medical Examiners**, 94 Ca 2d 751. 211 P2d 389.The burden shifts to the court to prove jurisdiction." Rosemond v. Lambert, 469 F2d 416.

42. "A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732.There is no discretion to ignore lack of jurisdiction." Joyce v. U.S. 474 2D 215.

43. "Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." Latana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F Supp. 150.

44. "The law provides that once State and Federal Jurisdiction has been challenged, it must be proven." Main v. Thiboutot, 100 S. Ct. 2502 (1980).

45. "A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well-established law that a void order can be challenged in any court". OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

JURISDICTION CANNOT BE WAIVED

46. The principles of waiver, consent, and estoppel do not apply.

to jurisdictional issues—the actions of the litigants cannot vest a district court with jurisdiction above the limitations provided by the Constitution and Congress.

JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND TRIABLE BY A JURY

Respectfully submitted on this 22 day of March, 2024.

Janet Louise Nelums

Janet Louise Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

CERTIFICATE OF SERVICES

I HEREBY CERTIFY that a copy of the foregoing Plaintiffs NOTICE OF INTERVENERS BY RIGHT AND CROSS-CLAIMANT S' DEMAND TO COMPEL DISCOVERY AND INSPECTION OF EVIDENCE AND CHALLENGE OF THE JURISDITION OF THE COURT, AND OFTHE JUDGE. of Defendant's on Thursday, was served by email and Certified Registered Letter on March 20, 2024, to the below listed parties:

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcurtissc@sccourts.org

Mr. Warren Stephen Curtis
Curtis & Croft, LLC
PO Box 3220
Sumter, SC 29151-3220
warren@curtisandcroft.com
(803) 778-7404

NELSON MULLINS RILEY & SCARBOROUGH LLP
Matthew A. Abee, SC Bar No. 101100
Madison C. Guyton, SC Bar No.105205
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000
Email: matt.abee@nelsonmullins.com
Email: madison.guyton@nelsonmullins.com

Environmental Justice and Enforcement
U.S. Attorney's Office
Attn: Johanna Valenzuela, Justice Coordinator
District of South Carolina
1441 Main Street, Suite 500
Columbia, SC 29201
Ph (803-929-3000
USASC.EnvironmentalJustice@usdoj.gov

Contacts
Keisha Long
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Environmental Justice Coordinator
Office of Environmental Affairs

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Office of Environmental Affairs

Mr. Ben N. Miller, III
Mckenzie Lybrand, LLP
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Columbia, South Carolina 29201
bmiller@mckenzielybrand.com
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The United States
ATT: Adair Ford Boroughs
U.S. Attorney
for the District of South Carolina
Main Office:
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The Honorable Daniel J. Rickenmann
1737 Main Street
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803-447-9768
Mayor@columbiasc.gov

SC Secretary of State's Office
1205 Pendleton Street
Suite 525
Columbia, SC 29201

Scott and Corley

ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

Pro Se to the Real Parties in Interest,
the people of the United States, Sui Juris

Interveners by Right
All Rights Reserved

RICHLAND COUNTY
FILED
2024 MAR 25 AM 11:12
JEANETTE W. McBRIDE
C.C.P., G.S., & C.C.

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF SOUTH CAROLINA

COLUMBIA DIVISION

Janet Nelums & Chris Nelums **PLAINTIFF(S)**	**18 U.S. Code § 1345 – Injunctions against fraud**
VS. Judge/ special referee Hon, Ben Mill Er, an individual. Judge Hon, Kristi F. Curtis an individual. Nelson Mullins Riley & Scarborough LLP Matthew A. Abee, an individual. Madison C. Guyton, an individual. Black Knight/ Lender Processing Services (LPS) **DEFENDANT (S**	**FILE ON DEMAND** **MOTION FOR PEREMPTORY CHALLENGE AND CHALLENGE OF SUBJECT MATTER AND PERSONAL JURISDICTION** **ABUSE OF DISCRETION AND FAILURE TO BE IMPARTIAL** **DENIAL OF DUE PROCESS AND EQUAL PROTECTION BY LAW** **COUNTER COMPLAINANT DOES NOT CONSENT TO PROCEEDINGS OR TEMPORARY JUDGE OR HEARING OFFICER** **DEMAND FULLY SWORN JUDGE AND OATH OF OFFICE BE ENTERED INTO RECORD**

COMPLAINT FOR PERMANENT INJUNCTION AND CHALLENGE TO THE JURISDICTION OF THE COURT

In 1996, Congress passed a law to overcome this ruling which stated that judicial immunity doesn't exist; citizens can sue judges for prospective injunctive relief. "Our own experience is fully consistent with

the common law's rejection of a rule of judicial immunity. We never have had a rule of absolute judicial immunity. At least seven circuits have indicated affirmatively that there is no immunity... to prevent irreparable. injury to a citizen's constitutional rights..." "Subsequent interpretations of the Civil Rights Act by this Court acknowledges Congress' intent to reach unconstitutional actions by all state and federal actors, including. judges...The Fourteenth Amendment prohibits a state [federal] from denying any person[citizen] within its jurisdiction the equal protection under the laws. Since State [or federal] acts only by its legislative, executive or judicial authorities, the constitutional provisions must be addressed to those authorities, including state and federal judges..."[1]"We conclude that judicial immunity is not a bar to relief against a judicial officer acting in her [his] judicial capacity."

[1] See Mireles v. Waco, 112 S. Ct. 286 at 288 (1991)

[2] A judge is not immune for tortious acts committed in a purely Administrative, non-judicial capacity; however, even in a case involving a particular attorney not assigned to him, he may reach out into the hallway, having his deputy use "excessive force" to haul the attorney into the courtroom for chastisement or even incarceration. A Superior Court Judge is broadly vested with "general jurisdiction." Provided the judge is not divested of all jurisdictions, he may have his actions excused as per this poor finding.

1. Plaintiffs, Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs") seeks to prevent continuing and substantial injury to victims of this fraudulent scheme by bringing this action for under 65(a), See also: 28 U.S.C. § 455(a) and (b), and 18 U.S.C. § 1345 and 18. U.S.C. §§ 1345(b), (a)(2). a permanent injunction and other. equitable relief under Federal Rule of Civil Procedure 65, to enjoin the ongoing which allows a district court to enjoin the actions of parties and their "Officers, agents, servants, employees, and attorneys [,] and other persons who are in active concert or participation with them." See Klay, 376 F.3d at 1100–02; see also in re Ford Motor Co., 471 F.3d at 1256 &

n.41. any Actions **18 U.S. Code § 1345 –Injunctions against fraud,** proceedings, including any eviction attempt, pending her current challenge to by reason of the conduct described herein, Defendants. Hon Judge, Kristi F. Curtis an individual, and Judge/ special referee Hon, Ben Miller, an individual. in violation of the South Carolina subject matter jurisdiction and amount in controversy, codified as S.C. Code Ann. §§ 22-3-10 et seq. and S.C. Code Ann. §§ 22-3-20"), (Taking judicial notice of Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, violated, is violating, and is about to violate 18. U.S.C. §§ 1341 and 1343 by facilitating a scheme and artifice to defraud. And obtain money or property by means of false and fraudulent. representations with the intent to any proceedings, and as grounds states:

2. The practice of law cannot be licensed by any state/State". **Schware v. Board of Examiners**, United State Reports 353 U.S. pages 238, 239] Lawyers and Attorneys are Not Licensed to Practice Law. The "certificate "from the state Supreme Court only authorizes to practice. law. "In courts" as a member of the state judicial branch of government can only represent wards of the court, infants, persons of unsound mind. (see corpus juris secundum, (C.J.S.) volume 7, section 4) a "certificate". is not a license to practice law as an occupation, nor to do business as a law firm. No other association, even doctors, issue their own license. all are issued by the state. The state bar is a non-governmental private. association - and dues must be current to sustain membership.

3. See 28 U.S.C. § 636(b)(3) (1976) (permitting district courts to assign magistrates "such additional duties as are not inconsistent with the Constitution and laws of the United States"); S. REP. 371, supra

note 26, at 26 (judicial experimentation with magistrate duties not listed in 1968 Act will aid district courts).

4. Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, without the parties' consent to the master reference, 28 U.S.C. § 636(b)(2), Ben N. Miller, III SC Bar # :3977 ("special referee.") lack subject-matter jurisdiction. See 28 U.S.C. § 636(b)(2), under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). is not authorize in the above-entitled case to this foreclosure action for 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16

5. See 28 U.S.C. § 636(b)(2) (1976) (magistrate special master appointment). Appointment of special masters to hear entire cases or evidence on key motions is tightly restricted.

6. See FED. R. Civ. P. 53(b) (limiting nonjury master appointments to "exceptional" conditions); note 76 infra (construction of exceptional conditions). These restrictions apply to magistrates serving as special Master's except when the parties' consent to the master reference, 28 U.S.C. § 636(b)(2) (1976); see note 43 infra.

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[3] [Fed.R.Civ.P.] 53(e) — magistrate's findings of fact are final, but legal rulings have no binding force.

7. The 1979 Act seeks only to ensure that magistrates are. competent to adjudicate "cases which do not require those special attributes of Article III judges, but nonetheless do require an impartial generalist to resolve issues of importance to the parties.

8. Plaintiffs have explained repeatedly that "injunctions are. enforced through the district court's civil contempt power." Thomas v. Blue Cross and Blue Shield Ass' n, 594 F.3d 823, 829 (11th Cir. 2010) (internal quotation marks omitted) (collecting cases).

9. This case was originally filed in the Circuit Court for Richland

County, Plaintiffs timely filed a Notice of Removal pursuant to a "federal. 28 U.S.C. 1337(a), and 1345

10. This Court has jurisdiction over this action under 18 U.S.C. § 1345. and 28U.S.C. §§ 1331 1337(a), and 1345

11. This Court has jurisdiction over the subject matter of this case, there is good cause to believe that it will have jurisdiction over all the parties hereto, and venue in this district is proper.

12. This Court has venue in this matter pursuant to 28 U.S.C. § 1391(b) and (c). under 28 U.S.C. § 1391(b)(1), (b)(2), (c)(1), and (c)(2), and 15 U.S.C. § 53(b)

13. Additionally, under the Fairness Act," the aggregate amount of the' damages will exceed $10,000,000.00.0

14. There is probable cause to believe that Defendant Doe is violating and, unless enjoined, will continue to violate 18 U.S.C. § 1343.

15. THE COURT TAKE JUDICIAL NOTICE The Supremacy Clause of The Constitution of the United States (Article VI, Clause 2) establishes. that the Constitution, federal laws. made pursuant to it, and treaties. made under its authority, constitute the "Supreme Law of the Land", and thus, take priority over any conflicting. state laws, "the federal law will supersede the other law or laws. This is. commonly known as "Pre-emption."

16. THE COURT TAKE JUDICIAL NOTICE S.C. R. Civ. P. 82 (b) Venue of Action. When an action is brought in the wrong county or in the wrong court, the court shall not dismiss the action but shall transfer it to any proper county or court in which it could have been brought. Se e:

Rule 82(c) conforms to present practice.

17. IndyMac Bank/ OneWest Bank, FSB Defunct No longer. exist since July 11, 2008

18. IndyMac Bank was founded as Countrywide Mortgage

Investment in 1985 by David S. Loeb and Angelo Mozilo

19. **See: JOHN T. KEMP V. COUNTRYWIDE HOME LOANS** – COUNTRYWIDE NEVER TRANSFERRED NOTES TO BANK OF AMERICA, Countrywide Admits to Not Conveying Notes to Mortgage Securitization Trusts

20. Deutsche, or internally as DB, is a German multinational. investment bank and financial services company headquartered in Frankfurt, Germany

21. In The Case of the Marshalsea, 77 Eng. Rep. 1027 (K.B. 1613), Sir Edward Coke found that Article 39 of the Magna Carta restricted the power of judges to act outside of their jurisdiction such. proceedings would be void, and actionable.

Analysis

22. Lawyers clearly cannot file a claim for which there is no conceivable basis. On the other hand, lawyers normally must accept. their client's word about the underlying factual context of litigation. Lawyers must investigate the facts before pursuing litigation or advancing a defense, but there are both ethics and cost limitations on that process. Moreover, the adversarial system itself generally uncovers. any unsupportable factual allegations and legal arguments. Disciplining lawyers for "pushing the envelope" factually could discourage ultimately. meritorious claims.

23. Both bars (through the ethics rules and the disciplinary process) and courts deal with the issue of frivolous factual claims.

24. On the ethics front, the old ABA Model Code had essentially A subjective test for determining whether a lawyer was advancing an impermissible frivolous claim.

> In his representation of a client, a lawyer shall not: (1) File a suit, assert a position, conduct a Défense, delay a trial, or take other action on behalf of his client when he knows or when it is obvious that such action would serve merely to harass or maliciously injure another.

ABA Model Code of Professional Responsibility, DR 7-102(A)(1) (1980) (emphasis added).

The ABA Model Rules contain a more objective standard.

> A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law.

25. On September 21, 2023, at 2:pm Defendant Judge Hon, Kristi F. Curtis, an individual Bar #:8595, Case No: 2017CP4001687 Deutsche Bank National Trust Company et al V. Christopher Nelums et al , lack subject-matter jurisdiction under **28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2).** ("Judge Curtis") as judge in,

This motion is based on the following grounds:

26. Black Knight was founded in 1962 as Lender Processing Services (LPS), a provider of mortgage services and technology solutions. The company grew rapidly through a series of acquisitions, expanding its offerings to include loan origination, servicing, and default. management services. Real Estate Services. **See EXHIBITS A to U**

27. Injunctive relief to protect the public interest is expressly authorized by 18 U.S.C. § 1345. As such, neither a specific finding of irreparable harm, a showing of the inadequacy of other remedies at law, nor a balancing of the parties' interests is necessary prior to the issuance of a temporary restraining order.

28. Even though a showing of irreparable harm is not necessary under Section 1345 in order to obtain injunctive relief, the Court has found that permitting Defendant to continue to perpetrate the alleged wire fraud would constitute irreparable harm.

29. The statutory conditions for granting a permanent or temporary injunction or restraining order under 18 U.S.C. § 1345 are therefore met. Defendant's violations 18 U.S.C. § 1343 will continue unless a temporary restraining order is issued.

30. See: 15 U.S.C. § 1692*l*(a), to obtain permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable. relief for Defendants' acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FDCPA, 15 U.S.C. §§ 1692-1692p, in connection with Defendants' deceptive and abusive debt collection practices, including attempts to harass consumers into paying debts that they do not actually owe.

PARTIES

31. Plaintiffs' property is located in Richland County, South Carolina. Defendants have conducted business, albeit illegally in this County and throughout the (46) Counties in South Carolina and throughout the United States by filing tens of thousands of fabricated, illegal and unenforceable Promissory Notes, Assignments of Promissory Notes, Affidavits as to loan ownership and Status of Accounts, Mortgages and Assignments of Mortgages.

DEFENDANTS

32. Hon, Ben Mill Judge/ special referee, an individual. The Hon, Mr. Ben N. Miller, III at 1704 Main Street Columbia, South Carolina 29201

At all times material to this Complaint

33. Hon, Kristi F. Curtis an individual. The Honorable Kristi F. Curtis 215 North Harvin Street Sumter, SC 29150, At all times material to this Complaint

34. Nelson Mullins Riley & Scarborough LLP is a diversified law Firm doing real estate Services Business in the State of South Carolina Address at 1320 Main Street / 17th Floor Columbia, SC 29201, At all times material to this Complaint

35. Matthew A. Abee, an individual is a resident citizen of the State of South Carolina, attorneys Nelson Mullins Riley & Scarborough LLP law firm, Address at 1320 Main Street / 17th Floor Columbia, SC 29201, At all times material to this Complaint

36. Madison C. Guyton, an individual, an individual is a resident. citizens of the State of South Carolina, attorneys Nelson Mullins Riley & Scarborough LLP law firm, Address at 1320 Main Street / 17th Floor Columbia, SC 29201, At all times material to this Complaint

37. Black Knight/ Lender Processing Services (LPS) represents that 39 of the 50 largest banks in the United States based on 2007 ratings Use its services. Its teclu1ology solutions include its mortgage processing system (the "MSP") which Processes over 50% of all residential mortgage loans by dollar volume. Its outsourcing services Include "the default management services, which are used by mortgage lenders and servicers to attorneys, trustees and real estate

professionals."5 Reduce the expense of managing defaulted loans.... address at: Black Knight Headquarters 601 Riverside Avenue Jacksonville, FL 32204, At all times material to this Complaint, acting alone or in concert with Others

38. Plaintiffs, Janet Nelums & Chris Nelums, (hereinafter "Plaintiffs) bring this action against and (hereinafter Defendants") their agents, officers, employees and affiliated or associated parties, for their and their predecessors' actions in engaging in pattern of unlawful. Fraudulent, or. Unfair. Predator. Real estate. Practice. Causing. Plaintiff. To become victims of such behavior, and to be in jeopardy of losing Their home Through wrongful foreclosure fraud.,

THE FRAUD INJUNCTION ACT

39. Title 18, United States Code, Section 1345 provides that if a person is "Violating or about to violate" statutes prohibiting mail and wire. fraud, among others, "the Attorney General may commence a civil action in any. federal court to enjoin such violation." It continues by stating that the Court. "Shall proceed as soon as practicable to the hearing and determination of such an action and may ... enter such a restraining. order. or prohibition, or take such other action, as is warranted to prevent a continuing and substantial injury to the United States or to any person or class of persons for whose protection the action is brought." Congress intended Section 1345 to put a "speedy end" to "fraudulent acts or

practices." S. Rep. No. 98-225, at 401-02 (1984), reprinted in 1984. U.S.C.C.A.N. 3182, 3539-40. See also Stop the Bleeding: Using Civil Injunctions under 18 U.S.C. § 1345 to Stop Fraud, DOJ Journal of Federal Law and Practice, December 2018, p. 29.

40. Plaintiffs contends that the court should grant this motion for possession of restitution on the grounds that, as a matter of law, the evidence is sufficient to sustain Defendants burden of proof on the issue that the Defendants and its officers of Black Knight/ Lender Processing Services (LPS) Matthew A. Abee, SC Bar No. 101100 (Madison C. Guyton, SC Bar No.105205 individual, lacked standing to sue and never stated a valid cause of action 18 U.S. Code § 1345 –Injunctions against fraud

41. Under Federal Rule of Evidence 201 the court may judicially notice a fact that is not subject to reasonable dispute because it: is generally. known within the trial court's territorial jurisdiction; or (2) can be. Accurately and readily determined from sources whose accuracy. cannot reasonably be questioned. The Court may take judicial notice of records of any court of record of the United States.

42. This Court may also take judicial notice that the various Magistrates' judges of the Circuit Court are routinely granting. motions when the parties don't appear at hearings.

43. Hon, Ben Mill Judge/ special referee Bar # :3977

44. Judge Ben Millier received a B.A. from the Duke University and a J.D. from the University of South Carolina School of Law. And doesn't understand the Plaintiffs, Janet Nelums & Chris Nelums Complaint and Motion that was filed in her Case James 1:8 KJV: Such a person is double-minded and unstable in all they do.

45. THE COURT TAKE JUDICIAL NOTICE On information and belief, all Article III United States Magistrate judges appointed by President Joe Biden,

46. THE COURT TAKE JUDICIAL NOTICE Hon, Ben Millier Judge/ special referee Judge was not. Appointed by President Joe Biden and he does not Have Article III Court powers.

47. Hon, Kristi F. Curtis United States Magistrate is a judge for Sumter County 3rd Judicial Circuit Court of South Carolina, She was. Elected to the bench by the South Carolina General Assembly on February 7, 2018

48. THE COURT TAKE JUDICIAL NOTICE On information and belief, all Article III United States Magistrate judges appointed by President Joe Biden,

49. THE COURT TAKE JUDICIAL NOTICE The Hon, Kristi F. Curtis United States Magistrate Judge was not. Appointed by President

Joe Biden and she does not Have Article III Court powers.

50. The Honorable Kristi F. Curtis United States Magistrate Judge 215 North Harvin Street Sumter, SC 29150 vacated her bench on September 21, 2023.at 2pm, committed multiple errors of Law. The amount in controversy was $12,000.00, that Denied Janet Nelums & Chris Nelums Due Process of Law, and She acted outside her. Authority," the Plaintiffs wrote. "We are greatly. Troubled by the fact. that neither Jeanette W. McBride Clerk of the Court for Richland County 1701 Main Street, 1st Floor West Wing Columbia, SC 29201, nor Hon. Kristi F. Curtis United States Magistrate Judge made any effort to comply with even one of the requirements..." void. action 18 U.S. Code § 1345 – Injunctions against fraud

51. When the judge is involved in a scheme of bribery (the Aleman cases, **Bracey v. Warden**, U.S. Supreme Court No. 96-6133. June 9, 1997)

52. The issue of consent is key because a magistrate is an Article I (Not Article III) judicial officer, so subject-matter jurisdiction vests under the Federal Magistrates Act only "upon consent of the parties." 28 U.S.C. § 636(c)(1). Such consent is provided in writing and filed with the clerk of the court.

53. under Section 636(c)(1). That "jurisdictional requirement cannot be waived by the parties," and if the "requirements of Section 636(c)(1) are not satisfied, the 'magistrate judge [is deprived] of jurisdiction over the case' and we are statutorily deprived of appellate

jurisdiction over the magistrate judge's orders . . . Without the parties' consent, the magistrate judge, as an Article I judge, simply does not have jurisdiction. to decide the matter.

54. Section 636(c)(1), before obtaining the consent of the named parties (Whether express or implied) create constitutional problems for Section 636(c)(1): it would permit a non-Article III officer to independently exercise Article III powers (by entering a final order that is not reviewable by the district court) before he is given the authority to do so."

55. On information and belief, the litigant must be given notice. And an opportunity to be heard failure of unserved Plaintiffs to consent. to a U.S. federal magistrate judge (magistrate) before the complaint is heard deprives the magistrate of subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), before an order is entered.

56. The magistrate shall carefully explain to the Plaintiffs that he has a right to trial.

57. The magistrate shall not proceed to try the case unless the Plaintiffs, after such explanation, file a written consent to be tried. before. the magistrate that specifically waives trial, judgment, and sentencing by a judge of the district court

58. Where service of process was not made pursuant to statute and Supreme Court Rules, **Janove v. Bacon**, 6 Ill. 2d 245, 249, 218

N.E.2d 706, 708 (1955).

59. Section 636(c)(2) requires that the Clerk of Court, Jeanette W. McBride Clerk of the Court for Richland County notify the parties Of their right to refuse to proceed before a magistrate judge, but there is no indication in the Case No: 2017CP4001687 records that the Plaintiffs Janet Nelums & Chris Nelums ever received such a notice from the Clerk of Court, Jeanette W. McBride for the.

60. [T]he records here in Case No: 2017CP4001687 shows only that Janet Nelums & Chris Nelums Plaintiffs were aware of being sued. [They] do not point to anything in the record showing that they were made aware of the need to consent and their right to refuse to do so."

61. The Hon. Kristi F. Curtis United States Magistrate Judge stated at the hearing on September 21, 2023, that she didn't understand. Janet Nelums & Chris Nelums Plaintiffs Complaint and Motion that was filed in his Case.

62. Curtis received a B.A. from the University of South Carolina School 1991 and a J.D. from the University of South Carolina School of Law. And doesn't understand Janet Nelums & Chris Nelums Plaintiffs Complaint and Motion that was filed in his Case James 1:8 KJV: Such a person is double-minded and unstable in all they do.

63. Pursuant to Fed. R. Civ. P. 65(b)(4), Plaintiffs will have an opportunity to request a modification of the asset freeze order to allow

for funds reasonable and necessary for living expenses and legal fees. protect the victims of the fraud. **See SEC v. Antar**, 831 F. Supp. 380, 402-03 (D.N.J. 1993) ("[A]s between the [relief] defendants and the victims of the fraud, equity dictates that the rights of the victims should control.").

64. Plaintiffs have Article III standing to seek statutory damages. from the DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE, SPECIALIZED LOAN SERVICING LLC, for its violations of South Carolina mortgage-satisfaction-recording statutes, these statutes require. mortgage lenders and Servicers to record satisfactions of mortgage (also known as "certificates of discharge") within thirty days of the borrowers. repayment: a failure renders the lender and Servicers "liable to the mortgagor" for increasing statutory damages in amounts. dependent on the tardiness of the ultimate filing. Here, the Bank and Servicers did not record the satisfaction of the Nelums' mortgage,

65. See: **Scheuer v. Rhodes**, 416 U.S. 232, 94 S. Ct. 1683, 1687 (1974) Note: By law, a judge is a state officer. The judge then acts not as a judge, but as a private individual (in his person). When a judge acts as a trespasser of the law, when a judge does not follow the law, the Judge loses subject-matter jurisdiction and the judges' orders are not voidable, but VOID, and of no legal force or effect. The U.S. Supreme Court stated that "when a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority. of the United States."

66. **See Caperton v. A. T. Massey Coal Co.**, 556 U.S. 868 (2009), Is a case in which the United States Supreme Court held that the Due Process Clause of the Fourteenth Amendment requires a judge to recuse themselves not only when actual bias has been demonstrated or when the judge has an economic interest in the outcome of the case but also, when "Extreme facts" create a "probability of bias."[1]

I. I MOVE TO DISQUALIFY JUDGE CURTIS BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLYDESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

•Conclusion: Disqualification of Judge Curtis Required as a Matter of Law

67. In my view, no ordinary Black person can get a fair trial or hearing before Judge Curtis because of prejudice and racial bias of the judge, specifically **and Judges. practice of law and dual office holding** that Circuit Court shall each receive compensation for their services to be fixed by law, which shall not. be diminished during the term they shall not, while in office, engage in the practice of law, or hold any other office or position of profit under the United States, shall there by forfeit his/her judicial office

II. I MOVE TO DISQUALIFY JUDGE CURTIS BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

•Judge Curtis Conflict of Interest: Lawyer Title Member: Merged into Fidelity in 2010

68. The Current venue violates procedure. If for any reason, clerical or otherwise, the case is being handled by the wrong court or a court with no jurisdiction, the venue may be changed to a more suitable court in a different location Once the sufficiency of the affidavit is.

determined, such that belief that a fair trial cannot be obtained is justified, a change of venue is mandatory, (**Browning Manufacturing Co. v. Brunson**, 187 S.C. 278, 197 S.E. 311 (1938)), and all the papers relating to the action should be turned over to the nearest magistrate in the county who is not disqualified from hearing the case, so that he may proceed as if the action had been originally filed with him. Section 22-3-920 points out specifically, that only "one such transfer shall be allowed. each party in any case." Changes of venue may be sought for a variety of reasons, from emotional causes of action preventing the drawing of an impartial jury to the personal knowledge or involvement of the magistrate before whom the action was brought, but in every case, the change should only be granted where reasons sufficient to justify a belief that a fair trial is not possible are alleged in the affidavit.

69. Apparently, my written motions, judicial notices etc. are not "On the record" and have no legal significance in this courtroom, and only those items expressed verbally are "on the record," as every motion or other paperwork submitted was totally ignored by the Judge, unless I specifically brought it up verbally in court. If it was meant to be that way, I'm sure the law wouldn't have gone to so much trouble making sure that everything is in writing. Therefore, there was apparently nothing on the record.

III. I MOVE TO DISQUALIFY JUDGE CURTIS BECAUSE I FEAR I WILL NOTRECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

•Judge Curtis Prejudicial and Biased Demand for lacks the mental competency Required to participate in legal proceedings

70. THE COURT TAKE JUDICIAL NOTICE Furthermore, DEUTSCHE BANK NATIONAL TRUST COMPANY / Circuit Judge, United States Magistrate Hon, Kristi F. Curtis, an individual Bar #:8595, NELSON MULLINS RILEY & SCARBOROUGH LLP, and **Local Counsel** Matthew A. Abee, SC Bar No. 101100) (Madison C. Guyton, SC Bar No.105205 , is a trustee in this case, and does not and cannot own this. mortgage, as they are acting on behalf of the **Fidelity investment trust**

71. Plaintiffs Demand THE COURT TAKE JUDICIAL NOTICE of all. Defendants Employer Identification Number 04-3022712 FIDELITY MANAGEMENT TRUST COMPANY is a USA domiciled entity or foreign entity operating in the USA. The EIN has been issued by the IRS

Company Name:	**FIDELITY MANAGEMENT TRUST COMPANY**
Employer identification number (EIN):	**04-3022712**
EIN Issuing Authority	**Brookhaven, NY**
401k Pension/Benefits registration	**FIDELITY MANAGEMENT TRUST COMPANY 401k plan information**
State of Incorporation	**Massachusetts, MA**

Organization Addresses...The following addresses have been detected as associated with Tax Identification Number 043022712 Company Information and have a conflict of interest prohibited by Rule 1.7 of the Rules of Professional Conduct (eff. Jan.1, 2010).and Rule 1.8 of the Rules of Professional Conduct, 28 U.S. Code § 455 –Disqualification of justice, judge, or magistrate judge. the Rules of Professional Conduct, and rule 5.4 Professional Independence of a Lawyer a. A lawyer or law firm shall not share legal fees with a non-lawyer, except that, b. A lawyer shall not form a partnership with a non-lawyer if any of the activities of the partnership consist of the practice of law Sc law prohibits fee

agreement kickback c. Because of the FIDELITY/LPS responsibility to serve the public interest, South Carolina (SC) law places a strict limitation on the use of private, outside counsel by the FIDELITY/LPS: Sharing Legal fees with-Lawyers are illegal, and FIDELITY / LPS is not a Law Firm, the attorney fee fixing provisions of the Network Agreement are a criminal violation of 18 U.S.C. § 155.

72. When a judge acts intentionally and knowingly to deprive a person of his constitutional rights he exercises no discretion or individual judgment: he acts no longer as a judge, but as a " minister" of his own prejudices. [386 U.S. 547, 568].

73. The Supreme Court, **in Hazel-Atlas Glass Co. v. Hartford-Empire Co**., created the standard necessary to establish a fraud on the court claim.16 The Court held that, "only the most egregious misconduct, such as bribery of a judge or members of a jury, or the fabrication of evidence by a party in which an attorney is implicated, will constitute a fraud on the court."17 In order to adequately plead a fraud on the court. claim, a Defendant must allege "a scheme by which the integrity of the judicial process had been fraudulently subverted" and must involve far more than an injury to a single litigant.18

IV. INTRODUCTION

74. To protect the integrity of this Virtual Courtroom hearing proceeding that was Dated September 21, 2023, at 2:pm Circuit Judge, United States Magistrate Hon, Kristi F. Curtis, an individual Bar #:8595 pursuant to S.C. Code Ann. § 17-21-80, S.C. Code Ann. §§ 22-3-10, and 22-3-20. Section 22-3-10, as limited by § 22-3-20, counterclaim must be transferred to the docket. of the trial COURT from COMMON PLEAS,

COUNTY OF RICHLAND October 26, 2023, at 2: Pm Case No: 2017CP4001687 herein without further order of the court, and without subject matter Jurisdiction and the amount in controversy Circuit Judge, United States Magistrate Kristi F. Curtis, an individual Bar #:8595 vacated her bench on September 21, 2023, at 2: Pm, Virtual Courtroom by failing to return Case back to the Proper Court.,

75. The Court pointed out, however, that the procedure specified in the federal rules envisions advance, written consent. FED. R. CIV. P. 73(b)(1) specifies that the parties signify their consent by jointly or separately filing a statement consenting to the referral. In administering the consent process, the district clerks use the judiciary's national form, sometimes with local variations – AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge. **See EXHIBIT-A**

76. This subdivision implements the blind consent provision of 28 U.S.C. §636(c)(2) and is designed to ensure that neither the judge nor the magistrate attempts to induce a party to consent to reference of a civil matter under this rule to a magistrate. **See House Rep. No. 96–444, 96th Cong. 1st Sess. 8 (1979).**

77. In the present case, the court determined that "parties" Includes both plaintiffs and defendants. The court relied on the U.S. Supreme Court decision in **Murphy Bros. v. Michetti Pipe Stringing, Inc**. that the due process clause entitles a named defendant to procedural protections. Such protection includes choosing between an Article I and an Article III judge,

78. [267] With regard to the case-dispositive consent authority of magistrate judges, the Court added specifically that "[c]onsistent with our

precedents, the Courts of Appeals have unanimously upheld the constitutionality of 28 U.S.C. § 636(c)." *Id.* at 1948 n.12.

79. [274] 28 U.S.C. § 636(c)(1), which governs consent to disposition of a civil case by a part-time magistrate judge requires a "Specific written request" by the parties, and 18 U.S.C. § 3401(b) specifies that a magistrate judge may try a [Class A] misdemeanour only if the defendant "expressly consents . . . in writing or orally on the record." 275 538 U.S. at 588.

Consenting to a magistrate judge also offers the parties the prospect of an early, firm trial date. Magistrate judges often have more flexible trial schedules than district judges because they do not preside over felony cases, which are given priority and may bump civil trials. The parties are

234 28 U.S.C. § 636(c)(3); FED. R. CIV. P. 73(c).

235 FED. R. CIV. P. 73(b)(1)

236 AO Forms 85 and 85A.

237 FED. R. CIV. P. 73(b); 28 U.S.C. § 636(c)(2). The 1979 statute had prohibited judges from discussing consent with the parties after the clerk of court had sent the parties the original consent notice. The restriction, though, was relaxed by a 1990 statutory amendment designed both to encourage consent and protect the voluntariness of the parties' action. Federal Courts Study Commission Implementation Act of 1990, Pub. L. No. 101-650, § 308, 104 Stat. 5104, 5112.

238 U.S.C. § 636(c)(4); FED. R. CIV. P. 73(b)(3).

80. The Clerk of Court in your Office, **failed notify the parties of**

their right to consent to the exercise of such jurisdiction

81. The decision of the parties shall be communicated to the clerk of Court

82. **Elmore v. McCammon** (1986) 640 F. Supp. 905 "...the right Filing a lawsuit pro se is one of the most important. rights under the constitution and laws.

83. **Miller v. US**, 230 F 486, 489. "There can be no sanction or penalty imposed upon one because of this exercise of constitutional. rights."

84. **See Cook v. Mack's Transfer & Storage**, 291 S.C. 84, 352 S.E.2d 296 (Ct.App.1986). The circuit court had no jurisdiction to entertain a common law action for recovery of damages. See id. Accordingly

85. **See: S.C. Supreme Court in Ex re Daniel R. McLeod** v. **Roger A. Crowe**, 272 S.C. 41, 249 S.E.2d 772 (1978), district. jurisdiction between magistrates were allowed, but as of **McLeod v. Crowe, supra**., all magistrates now constitutionally possess "uniform. county wide jurisdiction."

86. To understand the latter two determinations of jurisdiction, subject matter jurisdiction and amount in controversy, one must look to S.C. Code Ann. §§ 22-3-10, and 22-3-20. Section 22-3-10, as limited by § 22-3-20, sets out magisterial jurisdiction over fourteen areas of civil subject matter as follows:

a. Actions on contracts for the recovery of money, where the claim does not exceed $7,500.00.

b. Actions for damages for injury to rights pertaining to the person, or personal or real property, where the damage does not exceed $7,500.00.

c. Actions for a penalty, fine or forfeiture, not to exceed $7,500.00.

d. Actions commenced by attachment of property, as provided by statute, where debt or damages do not exceed $7,500.00.

e. Actions upon a bond conditioned for the payment of money, Not exceeding $7,500.00, whether the money is due in sum total or in installments.

f. Actions upon a surety bond taken by the magistrate, when penalty or amount claimed does not exceed $7,500.00.

g. Actions upon a judgment rendered in magistrate's court when it is not prohibited by the South Carolina Rules of Civil Procedure.

h. Taking and entering judgment on the confession of a defendant in the manner prescribed by law when the amount confessed does not exceed $7,500.00.

i. Actions for damages or for fraud in the sale, purchase, or Exchange of personal property, not to exceed $7,500.00.

j. All landlord and tenant matters, as well as those included in Chapter 33 through 41 of Title 27, encompassing matters of leasehold. estates, rent, ejectment of tenants and undertenants of life tenants.

k. Actions to recover the possession of personal property, whose. stated value does not exceed $7,500.00.

l. In all actions provided for in this section when a filed counterclaim involves a sum not exceeding $7,500.00.

m. In interpleader actions arising from real estate contracts for the recovery of earnest money, only if the sum claimed does not exceed. $7,500.00.

87. As a rule, magistrates need not make a determination. themselves of the amount in controversy for the purpose of determining their jurisdiction, since jurisdiction is determined by the amount claimed. by the plaintiff and not the amount actually due. It should also be. understood. that if a defendant makes a counterclaim against the plaintiff in an amount in excess of $7,500.00, then the initial claim and counterclaim must be transferred to the Court of Common Pleas for that. judicial circuit as required by § 22-3-30.

88. FRAUDULENT CONCEALMENT the actions of hiding something or preventing it from being known...

89. In, Fact the bank may not be at a loss according to the Pooling and Servicing Agreement ("PSA") trusts terms. Notably, banks never inform the courts of the PSA terms in their foreclosure complaints.

90. The Defendant' bank must establish "the existence of the mortgage and mortgage note, ownership of the mortgage and note, and the plaintiff's default in payment." **Campaign v. Barba**, 23 AD3d 327 (2nd Dept. 2005). The PSA is the insurance existing specifically to

protect the banks from homeowner's default, which by its terms always pays any defaulting mortgage and other fees, including real estate taxes. Logically, if the bank is paid then there is no default or damage to the bank. How can a loan be in default if the servicer advanced every payment to cover any alleged default?

91. the PSA for a trust called OAR2 names not one but two servicers as SPECIALIZED LOAN SERVICING LLC, (the master servicer and securities administrator) and Wilshire Credit Corporation. Those servicers are responsible **to advance** payments to protect all mortgaged property in the trust in the event a homeowner defaults in payment (at PSA pages 53 and 116) as follows:

92. "Servicing Advances: All customary, reasonable and necessary "out of pocket" costs and expenses incurred in the performance by a Servicer of its servicing obligations hereunder, including, but not limited to, the cost of **(1) the preservation, inspection, restoration and protection of a Mortgaged Property**, **including without limitation advances in respect of prior liens, real estate taxes and assessments, (2) any collection, enforcement or judicial proceedings, including without limitation foreclosures**, collections, and liquidations, (3) the conservation, management, sale and liquidation of any REO Property, (4) executing and recording instruments of satisfaction, deeds of reconveyance, substitutions of trustees on deeds of trust or Assignments of Mortgage to the extent not otherwise recovered from the related Mortgagors or payable under this Agreement, (5) correcting errors of prior servicers; costs and expenses charged to such Servicer by the Trustee; tax tracking; title research; flood certifications; and lender paid mortgage insurance, (6) obtaining or correcting any legal documentation required

to be included in the Mortgage Files and reasonably necessary for the Servicer to perform its obligations under this Agreement and (7) compliance with the obligations under Sections 13.01 and 13.10." and

93. "Section 6.04 Advances. **If the Monthly Payment on a Mortgage Loan that was due on a related Due Date and is Delinquent** other than as a result of application of the Relief Act and for which the applicable Servicer was required to make an advance pursuant to this Agreement exceeds the amount deposited in the Master Servicer Collection Account that will be used for an Advance with respect

to such Mortgage Loan, **the Master Servicer will deposit in the Master Servicer Collection Account not later than the Distribution Account Deposit Date immediately preceding the related Distribution Date an amount equal to such deficiency,** net of the Servicing Fee for such Mortgage Loan, except to the extent the Master Servicer determines any such Advance to be nonrecoverable from Liquidation Proceeds, Insurance Proceeds or future payments on the Mortgage Loan for which such Advance was made. If the Master Servicer has not deposited the amount described above as of the related Distribution Account Deposit Date, the Trustee will, subject to applicable law and its determination of recoverability, deposit in the Master Servicer Collection Account not later than the related Distribution Date, an amount equal to the remaining deficiency as of the Distribution Account Deposit Date. Subject to the foregoing, the Master Servicer shall continue to make such Advances. through the date that the applicable Servicer is required to do so under the Applicable Servicing Agreement. If applicable, on the Distribution Account Deposit Date, the Master Servicer shall present an Officer's. Certificate to the Securities Administrator (i) stating that the Master

Servicer elects not to make an Advance in a stated amount and (ii) detailing the reason, it deems the advance to be nonrecoverable."

94. Circuit Judge, United States Magistrate Kristi F. Curtis, an individual Bar #:8595, in violation of the South Carolina subject matter jurisdiction and amount in controversy, codified as S.C. Code Ann. §§ 22-3-10t seq. and S.C. Code Ann. §§ 22-3-20"),

95. That a Counterclaim was file in this action by the Nelums And never answer by all Defendants

96. A judge is not the court. **People v. Zajic**, 88 Ill.App.3d 477, 410N.E.2d 626(1980).

97. The U.S. Supreme Court has stated that "No state legislator. or executive or judicial officer can war against the Constitution without violating his undertaking to support it.". **Cooper v. Aaron**, 358 U.S.1, 78 S. Ct. 1401 (1958).

98. Any judge who does not comply with his oath to the Constitution of the United States wars against that Constitution and **engages in acts in violation of the Supreme Law of the Land** The **judge is engaged in acts of treason.** Having taken at least two, if not three, oaths of office to support the Constitution of the United States, and the Constitution of the State of Illinois, any judge who has acted in. violation of the Constitution is engaged in an act or acts of treason. (see below). If a judge does not fully comply with the Constitution, then

his orders are void, **In re Sawyer**, 124 U.S. 200 (1888), **he/she is without jurisdiction, and he/she has engaged in an act or acts of treason.**

TREASON

99. Whenever a judge acts where he/she does not have jurisdiction to act, the judge is engaged in an act or acts of treason. . **U.S. v. Will**,449 U.S. 200, 216, 101 S. Ct. 471, 66 L.Ed.2d 392, 406 (1980); **Cohens v. Virginia**, 19 U.S. (6 Wheat) 264, 404, 5 L. Ed 257 (1821) What is the penalty for treason?

100. Any judge or attorney who does not report the above judges For treason as required by law may themselves be guilty of misprision of treason, **18 U.S.C. Section 2382**

Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "**fraud upon the court**". **In Bulloch v. United States**, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "**Fraud upon the court is fraud** which is directed to the judicial machinery itself It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his/her judicial function ---thus where the impartial functions of the court have been directly corrupted."

101. Fraud upon the court" makes void the orders and judgments of that court. it is also clear and well-settled Illinois law that any attempt to commit "**fraud upon the court**" vitiates the entire proceeding. The People of the State of **Illinois v. Fred E. Sterling**, 357 Ill. 354; 192 N.E. 229 (1934) ("The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other.

transactions."); **Allen F. Moore v. Stanley F. Sievers**, 336 Ill. 316; 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ..."); **In re Village of Willow brook**, 37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything."); **Dunham v. Dunham**, 57 Ill. App. 475 (1894), affirmed 162 Ill.589 (1896); **Skelly Oil Co. v. Universal Oil Products Co.**, 338 Ill. App. 79, 86N.E.2d 875, 883-4 (1949); **Thomas Stasel v. The Federal law** when any officer of the court has committed "fraud upon the court", the orders and judgment of that court is void, of no legal force or effect.

102. In 1994, the U.S. Supreme Court held that **"Disqualification. Is. required if an objective observer.** would entertain reasonable. questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added]. **Liteky v. U.S.**, 114 Ct. 1147,1162 (1994)

103. That Court also stated that Section 455(a) "requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned." **Taylor v. O'Grady**, 888 F.2d 1189 (7th Cir. 1989). **In Pfizer Inc. v. Lord**, 456 F.2d 532 (8th Cir. 1972), the Court stated that "It is important that the litigant not only actually receive. justice, but that he believes that he has received justice.

104. "Recusal under Section 455 is self-executing; a party need not. file affidavits in support of recusal and the judge are obligated to recuse. herself suasponte under the stated circumstances." **Taylor v. O'Grady**, 888 F.2d 1189 (7th Cir. 1989).

105. None of the orders issued by any judge who has been disqualified by law would appear to be valid. It would appear that they are void as a matter of law and are of no legal force or effect.

106. Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution. **United States v. Sciuto**, 521F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

107. Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his / her property, then the judge may have been engaged in the Federal Crime of "interference with interstate commerce". The judge has acted in the judge's personal capacity and not in the judge's judicial capacity. It has been said that this judge, acting in this manner, has no more lawful authority than someone's next-door neighbors (provided that he is not a judge). However, some judges may not follow the law.

108. If you were a non-represented litigant and should the court.

not follow the law as to non-represented litigants, then the judge has. expressed an "appearance of partiality" and, under the law, it would. seem that he/she has disqualified him/herself.

109. However, since not all judges keep up to date in the law, and since not all judges follow the law, it is possible that a judge may not know the ruling of the U.S. Supreme Court and the other courts on this subject. Notice that it states, "disqualification is required" and that a judge "must be disqualified" under certain circumstances.

JUDGE YOU HAVE BEEN AUTOMATICALLY DISQUALIFIED BYLAW.

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[1]**The Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution**. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggest that he is then engaging in criminal acts of treason and may be engaged in extortion and the interference with interstate commerce.

110. Should there be a refusal to recuse, Plaintiffs petitions. pursuant to the statutorily mandated disqualification under 28 U.S.C. § 455 of BEN N. MILLER, III, JUDGE/ ATTORNEY/ special referee and



[2] His practice has centered on real estate mortgage foreclosures since 1980: -
[3] in relevant part, 28 U.S.C. § 455(a) provides that "[a]ny judge of the United States shall disqualify herself in any proceeding in which his impartiality might reasonably be questioned." In keeping with the aim of "'promot[ing] confidence in the judiciary by

avoiding even the appearance of impropriety whenever possible, ***"United States v. Patti***, 337 F.3d 1317, 1321 (11th Cir.2003) (quoting ***Liljeberg v. Health Servs. Acquisition Corp.***, 486 U.S. 847, 865 (1988)), recusal under § 455(a) turns on "whether an objective, BEN N. MILLER, III, the "Judge and Magistrate" of this action, without any waiver directed or implied to further disqualifications.

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4 Hon, Ben N. Miller, an individual Bar #: 3977 he stated NELSON MULLINS RILEY & SCARBOROUGH LLP, Matthew A. Abee, SC Bar No. 101100) (Madison C. Guyton, SC Bar No.105205, that they didn't know of LPS, LPS network, attorneys had to execute a "Network Agreement" with LPS. This agreement imposed significant. limitations on attorneys and set forth improper fee arrangement between LPS and network attorneys.
LPS Default Solutions, Inc. provides real estate services. The Company offers title and closing services. LPS Default Solutions serves customers in the United States.

5Under the Judicial Conduct and Disability Act of 1980 and Title 28, U.S. Code, Section 351(a), any person may file a complaint against a judge for conduct that contravenes court processes.

111. Should there be a refusal to recuse, Plaintiffs petitions. pursuant to the statutorily mandated disqualification under 28 U.S.C. § 455 of KRISTI F. CURTIS, JUDGE and

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2 Elected by the South Carolina General Assembly: - Year Service: 2018
3 in relevant part, 28 U.S.C. § 455(a) provides that "[a]ny judge of the United States shall disqualify herself in any proceeding in which his impartiality might reasonably be questioned." In keeping with the aim of "'promot[ing] confidence in the judiciary by **avoiding even the appearance of impropriety** whenever possible, ***"United States v. Patti***, 337 F.3d 1317, 1321 (11th Cir.2003) (quoting ***Liljeberg v. Health Servs. Acquisition Corp.***, 486 U.S. 847, 865 (1988)), recusal under § 455(a) turns on "whether an objective, KRISTI F. CURTIS, the "Judge and Magistrate" of this action, without any waiver directed or implied to further disqualifications.

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4 Hon, Kristi F. Curtis, an individual Bar #:8595 she stated NELSON MULLINS RILEY & SCARBOROUGH LLP, Matthew A. Abee, SC Bar No. 101100) (Madison C. Guyton, SC Bar No.105205, that they didn't know of LPS, LPS network, attorneys had to execute a "Network Agreement" with LPS. This agreement imposed significant. limitations on attorneys and set forth improper fee arrangement between LPS and network attorneys.
LPS Default Solutions, Inc. provides real estate services. The Company offers title and closing services. LPS Default Solutions serves customers in the United States.

5Under the Judicial Conduct and Disability Act of 1980 and Title 28, U.S. Code, Section 351(a), any person may file a complaint against a judge for conduct that contravenes court processes..

112. Courts have repeatedly ruled that judges have no immunity

for their criminal acts. Since both treason and the interference with interstate commerce are criminal acts; no judge has immunity to engage in such acts.

113. The reason Fraud upon the Court by Officers of the Court has no statute of limitations is because it can never be, as a check on balance of judicial powers, that an officer of the court may use an inherent level of trust and influence upon the reason **Fraud upon the Court by Officers of the Court has no statute of limitations** is because it can never be, as a check on balance of judicial powers, that an officer of the court may use an inherent level of trust and influence upon the system in the hope that an intentional deception need only skate by a time pathway to succeed.

114. see also **Vitols v. Citizens Banking** Co.,984 F.2d 168, 169–70 (6th Cir. 1993) (explaining that a "magistrate judge, acting pursuant to a reference under § 636(b)(1) or (3), has no authority to issue a dispositive ruling on a motion.

115. "**Fraud upon the court**" has been defined by the 7th Circuit. Court of Appeals to "embrace that species of fraud which does, or Attempts to defile the court itself, or is a fraud perpetrated by officers of The Court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." **Kenner v.C.I.R.,** 387 F.3d 689 (1968); 7 Moore's Federal

Practice, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated "a decision produced by **fraud upon The court** is not in essence a decision at all, **and never becomes final**.

116. (Taking judicial notice Rule 38. Right to a Jury Trial; Demand (a) Right Preserved. The right of trial by jury as declared by the Seventh. Amendment to the Constitution—or as provided by a federal statute—is preserved to the parties inviolate. (b) Demand. On any issue triable of right by a jury, a party may demand a jury trial by demand,

117. THE COURT TAKE JUDICIAL NOTICE SEE **Section 11 Attorneys Network Agreement Confidentiality**. Privileged information supplied To the Firm By Fidelity shall be kept confidential in accordance: with applicable rules of professional conduct. Notwithstanding anything in this Agreement to the contrary, the Firm shall comply with all privacy and data. protection laws, rules, and regulations which are, or which may in the future. be applicable to the Services. The Firm agrees that it will keep confidential. and will not use nor disclose to any other party any nonpublic personal, information which it receives from or on behalf of the Client in connection with providing Services under this Agreement, except to perform Services under this Agreement. The term "Nonpublic personal information shall have the meanings set forth in Section 509 of the gramm-Leach Bliley Act (PJ, 106-102X I 5 U.S.C Section 6809) and implementing. Regulations thereof These obligations. shall survive termination of this. Agreement, **That Defendants Demands strict proof. Thereof. At Jury Trial.**

118. THE COURT TAKE JUDICIAL NOTICE 2.9 Name in which Foreclosures or Bankruptcies are Brought or Handled. **Fidelity**

shall instruct Local Counsel to bring all actions for all Mortgage Loans in the name of the Person identified by **DEUTSCHE BANK NATIONAL TRUST COMPANY** at the time of referral. **DEUTSCHE BANK NATIONAL TRUST COMPANY** shall provide Fidelity with the name in which title to the Mortgaged Property shall be taken following a Foreclosure sale. **DEUTSCHE BANK NATIONAL TRUST COMPANY** acknowledges that **Fidelity** shall rely Upon **DEUTSCHE BANK NATIONAL TRUST COMPANY** to provide such information in order For **Fidelity and Local Counsel** to perform the Services identified in Section 2.9.in this Case on referral. Action to Foreclosure NELSON MULLINS RILEY & SCARBOROUGH LLP and **Local Counsel** and Matthew A. Abee, SC Bar No. 101100(Madison C. Guyton, SC Bar No.105205, LPS Default Solutions, Inc. provides real estate. services See: Exhibit-O Any Fraudulent and fabricated Documents That They Need the Law Offices of NELSON MULLINS RILEY & SCARBOROUGH LLP.,

V. I MOVE TO DISQUALIFY JUDGE MILLER BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

- Judge Miller Conflict of Interest: Judges practice of law and dual office holding. each receive compensation for their services to be fixed by law, Judge. Curtis shall not while in office, engage in the practice of law shall there by forfeit his judicial

119. Ben Miller, of McKenzie Lybrand, LLP Lawyer Title Member: Merged into Fidelity in 2010, and Fidelity Assumed All rights, assets, and Liabilities of Lawyers Title. For each transaction, Lawyer's Title issued a title insurance policy address. At: 206 Sumter Street, 2nd Floor Columbia, South Carolina 29201 **FRAUD UPON THIS COURT**

120. See Lawyers Title Merged into Fidelity in 2010, and Fidelity

VI. I MOVE TO DISQUALIFY JUDGE CURTIS BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

- Judge Curtis Conflict of Interest: Judges practice of law and dual office holding. each receive compensation for their services to be fixed by law, Judge. Curtis shall not while in office, engage in the practice of law shall there by forfeit his judicial

121. The Law Firm of Kristi F. Curtis PA Lawyer Title Member: Merged into Fidelity in 2010, and Fidelity Assumed All rights, assets, and Liabilities of Lawyers Title. For each transaction, Lawyer's Title issued a title insurance policy address. At: 325 W Calhoun St, Sumter, SC 29150

FRAUD UPON THIS COURT

122. [See Lawyers Title Merged into Fidelity in 2010, and Fidelity

Law Firm:	Kristi F. Curtis PA
Lawyer:	Kristi F. Curtis PA
Phone:	803-778-7404
Fax:	
Lawyer Title:	Member
Practice Areas:	Real Estate
Bio:	
Admitted:	1995, South Carolina;
College:	
Law School:	
Membership:	
Web:	
Languages:	English

Assumed All rights, assets, and liabilities of Lawyers Title. For each transaction, Lawyer's Title issued a title insurance policy and a CPL. The issuing agent was Metro-West. A title insurance policy protects against defects and Default in title. "Comparatively, the closing protection letter contains the underwriter's promise to reimburse the addressee if loss results from an agent's failure to follow closing instructions to apply settlement funds in an honest fashion." JP Morgan Chase Bank, 795 F. Supp. 2d at 629. Specifically, the CPLs provided.

123. THE COURT TAKE JUDICIAL NOTICE S.C. Constitution Article V, § 16: Compensation of Justices and Judges. practice of law and dual office holding. The Justices of the Supreme court and the judges of the Court of Appeals and Circuit Court shall each

receive compensation for their services to be fixed by law, which shall not. be diminished during the term. They shall not, while in office, engage in the practice of law, hold office in a political party, or hold any other office or position of profit under the United States, the State, or its political subdivisions except in the militia, nor shall they be allowed any fees or perquisites of office. Any such Justice or judge who shall become a candidate for a popularly elected office shall there by forfeit his judicial office.

124. [See dishonestly or fraudulently handled WaMu's funds. or Documents, thus triggering Fidelity's liability under the CPLs. See Bank of America v. Fidelity Nat. Title Ins. Co., __ N.W. 2d __, 2016 WL 3430535 (Mich. App. 2016) ("FNTIC") (coverage under CPL triggered when closing Agent "had knowledge and participated in the fraudulent scheme").

125. See: Patel v. Specialized Loan Servicing, LLC, No. 16-12100 (11th Cir. 2018) "force-placed insurance" ("FPI") or "lender-placed insurance." "kickbacks" from the force-placed insurer to Specialized Loan Servicing, LLC ("SLS");

126. See LPS DEFAULT SOLUTIONS, INC. v. FRIEDMAN & MACFADYEN, P.A. CIVIL NO. WDQ-13-0794 08-02-2013

127. In the United States District Courts, there are two types of federal judges: United States District Judges (confirmed by the Senate with life tenure); and United States Magistrate Judges (appointed through a merit selection process for renewable, eight-year terms).

128. When both sides to a civil case consent, Magistrate

Judges hear the entire dispute, rule on all motions, and preside at trial.

129. The U.S. district courts are presided over by district judges, who under Article III of the Constitution are appointed by the President, confirmed by the Senate and enjoy lifetime tenure.

130. Magistrate judges and bankruptcy judges serve as judicial. officers of the district courts, but they are appointed for fixed terms of office by Article III judges, rather than the President as the Supreme Court

131. United States magistrate judges are appointed by the judges. of the district courts and serve as an integral part of the district courts. They are not a separate court and have no original jurisdiction of their own

132. United States Magistrate Hon. John E. Waites Bar # 5769, (Case No. 18-05885-jw) in November 2018,),(Case No. 19-80032-jw), in May 2019. (Order on Summary judgment. March 17, 2020.) Chapter 13 of the Bankruptcy, lack subject-matter jurisdiction. Under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**.

a. SCRCP Form 4CE (08/31/2017) Oct 02 9:20 AM RICHLAND – COMMON PLEAS – CASE #2017CP400168 Circuit Judge, United States Magistrate Kristi F. Curtis Bar **#: 8595**, lack subject-matter jurisdiction. under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice,

Consent, and Reference of a Civil Action to a Magistrate Judge was not signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**.

b. See SCRCP Form 4 **See EXHIBIT-B**.

c. Order on Plaintiff's Motion for Sanctions and Gatekeeper Order FILED (Oct 31, 2023) 4:17 PM CASE #2017CP400168 Circuit Judge, United States Magistrate Kristi F. Curtis Bar **#: 8595**, lack subject-matter jurisdiction. under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**.

d. See Order on Plaintiff's Motion for Sanctions Case No. 2017-CP-40-01687 **See EXHIBIT-C**.

133. I MOVE TO DISQUALIFY Attorney/ Judge, United States Magistrate Kristi F. Curtis Bar **#: 8595**, lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not. Signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

134. I MOVE TO DISQUALIFY NELSON MULLINS RILEY & SCARBOROUGH LLP lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not. Signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

135. I MOVE TO DISQUALIFY Local Counsel Matthew A. Abee, SC Bar No. 101100, lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

136. I MOVE TO DISQUALIFY Local Counsel (Madison C. Guyton, SC Bar No.105205 lack subject-matter jurisdiction under 28

U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

137. I MOVE TO DISQUALIFY Jeanette W. McBride Richland County Clerks of Court lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

138. Do Fraud upon the Court, Fraud upon the Judge, and Fraud Upon the Officers of the Court affect a court's jurisdiction ("YES")

139. ***See: United States v. Throckmorton***, 98 U.S. 61(1878) stablished the well settled doctrine at law that fraud vitiates everything, to include judgments, orders, rulings and proceedings, and all judges of all courts of the United States, to

6 The people of the United States and the people of South Carolina, respectively, the State, have a strong interest in protecting their constitutional rights The constitutional right of specific interest of the Janet Nelums & Chris Nelums is the peoples' constitutional right to a fair proceeding overseen by an impartial judge lawful ordained under constitutional judicial power by the people through their Secretary of State pursuant to the Constitution for the United States of America (1789), and said judge (and officers of the court) to not be disqualified from acting as a judge pursuant to South Carolina Constitution, Article 6. 18(a); and is in breach of U.S. Constitution, Article III, Section 1 requiring a "good behavior.

140. The Supreme Court of the United States possesses the power to investigate, question and overturn cases that were decided in lower courts to ensure "EQUAL JUSTICE UNDER LAW' as written above the main entrance to the Supreme Court Building.

141. **See Promatek Indus., Ltd. v. Equitrac Corp**., 300 F.3d 808, 814 (7th Cir.2002) (affirming district court's grant of a preliminary Injunction

142. **See Ty, Inc. v. GMA Accessories, Inc**., 132 F.3d, 1167,

1169 (7th Cir. 1997) (ordering preliminary injunction preventing the Defendant from selling bean bag animals "Preston the Pig" and "Louie. the Cow" pursuant to plaintiff's action under the Copyright Act as infringing its "Beanie Babies" line of stuffed animals).6.

143. ***See Friends of the Earth, Inc. v. Laidlaw Envtl. Serv***. (TOC), Inc., 528 U.S.167, 173 (2000) (noting that a district court may prescribe injunctive relief for violation of the Clean Water Act under 33 U.S.C. §§ 1365(a), (g))

144. In their thinly veiled misuse of legal process to halt Plaintiffs' exposure activities, Defendants have engaged in a conspiracy. inflicting harm upon Plaintiffs'. Defendants, acts Violated civil and Constitutional rights, under color of state law, violating federally. protected Rights. These Violations create a cause of action under the Civil Rights Act (Title 18 U.S.C. §§ 1983-1988); Under RICO (Title 18 U.S.C. §§ 1961- 1965).

145. These trusts are each governed by Pooling & Servicing Agreements establishing the duties of various entities involved in the creation and operation of the trust

146. THE COURT TAKE JUDICIAL NOTICE RMBS features a trustee, but the name is deceptive. The trustee is not common law.

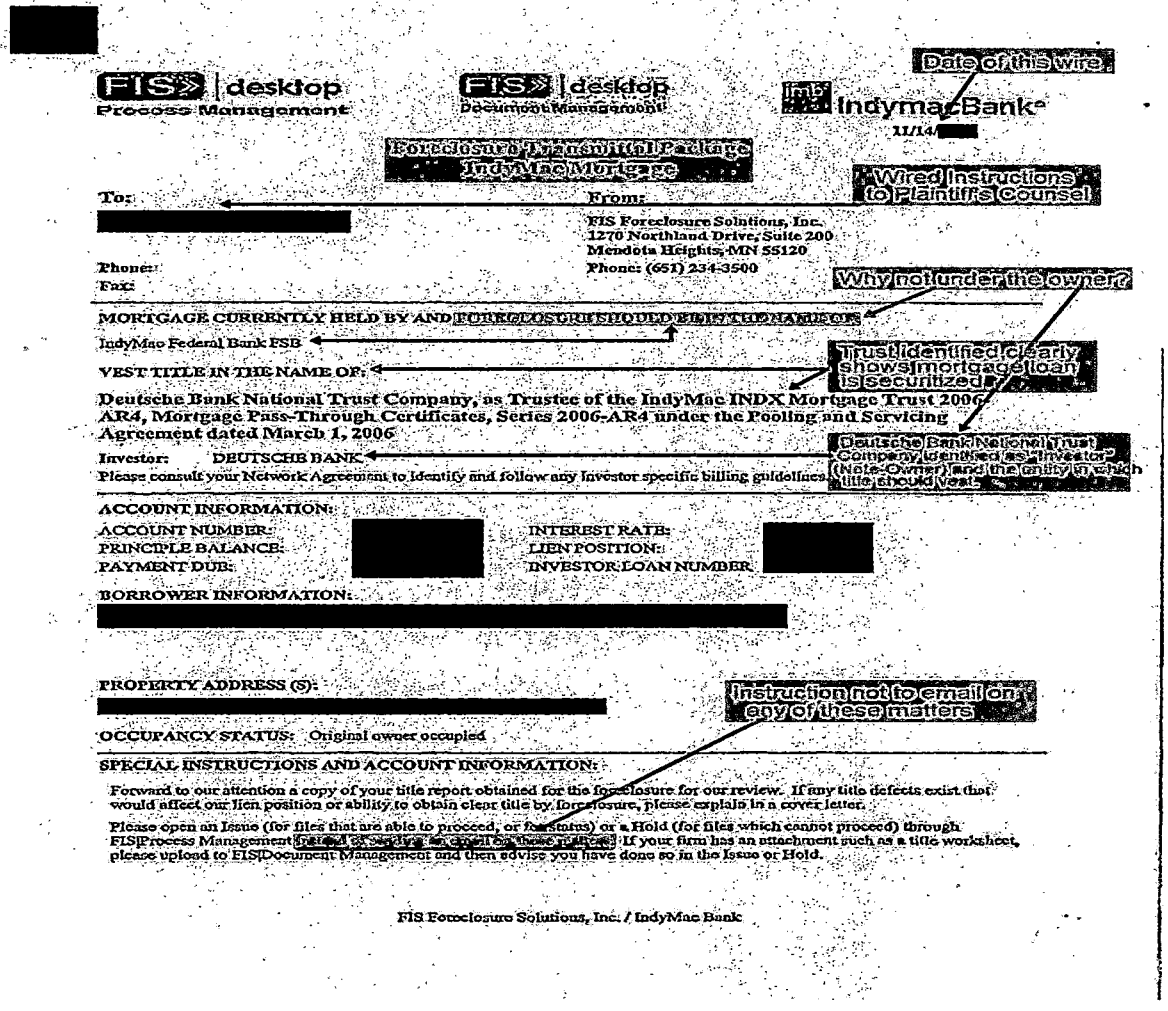
trustee with general fiduciary duties. Instead, it has a limited purpose. corporate trustee. whose duties depend on whether there has been a default as defined UN. the PSA. A failure to pay all tranches their regularly scheduled principal and interest payments are not an event of default. Instead, default relates to the financial condition of the servicer, whether the servicer has made required. advances to the trust, whether the servicer has submitted its monthly report, and whether the servicer. has failed to meet any of its covenants. under the PSA.

147. THE COURT TAKE JUDICIAL NOTICE While RMBS servicers do not receive interest on servicing advances, they are. compensated for their "out-of-pocket" expenses. This includes any. expenses spent on preserving the collateral property, including force-placed insurance, legal fees, and other foreclosure-related expenses. Large servicers frequently "in-source" default management expenses to their affiliates.

148. Plaintiffs contends that the court should grant this motion for possession of restitution on the grounds that, as a matter of law, the evidence is sufficient to sustain Defendants burden of proof on the issue that the Defendants and its officers of Nelson Mullins Riley & Scarborough LLP, Matthew A. Abee, an individual, Madison C. Guyton, an individual lacked standing to sue and never stated a valid cause of

action **18 U.S. Code § 1345 –Injunctions against fraud**

149. The Court Should Grant an Injunction Because Defendants is Threatening Acts Which Would Render Judgment Ineffectual



150. **PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES**

151. Plaintiff Janet Nelums & Chris Nelums herein had their Due Process violated by the submission of fraudulent Affidavits related. to foreclosure proceedings which do not comport with South Carolina procedural. rules or fundamental fairness. These Affidavits were and are

materially. false and at best create a significant first issue cloud on title. and, more than likely, render the transactions legally defective.

152. The second issues that Nelson Mullins Riley & Scarborough LLP have is the "Color. of title" is a phrase used in property law that refers to a title to real property. It may have the appearance of good and valid title to a parcel of property, but does not provide full, legally recognized title to the parcel. A person who holds property under color of title does not hold actual title for a variety of possible reasons, e.g., adverse possession. Or there is a significant defect in the written. document supporting title, e.g., a deed, that makes the document invalid.

153. according to the color of title property laws, color of title, that is, a title that is defective, fails to establish true ownership of land. The color of title is also sometimes referred to as "Apparent title," because at first glance it may appear that the document's establishing title is legally valid. In fact, However, they are not. The color of title is based on written documents that purport to establish title but are not. legally sufficient for that purpose.

154. A Clarification of Color-of-Title Color- of-title refers to a document or another instrument that appears to be a legitimate claim of title to a piece of land but due to a title defect, cannot transfer or convey. ownership. In plainer language, a scrap of paper without all the required elements of a clear deed of title could still be used to claim. ownership via adverse possession.

155. **DEUTSCHE BANK NATIONAL TRUST COMPANY** A violation of Section 17(a)(3) (prohibiting engaging in any course of business that operates or would operate as a fraud or deceit upon the purchaser in the offer or sale of securities) may rest on a finding of simple negligence. scienter is not required. ***SEC v. Hughes Capital Corp.***, 124 F.3d 449, 453-54 3d Cir. 1997).

156. **See U.S. Bank NA v Cannella:: 2019 ::** New York Other Courts ...Web Neither **U.S. Bank N.A. v Guy,** supra, nor **Deutsche Bank Trust Co. Ams. v Codio, supra**, specifically addressed UCC § 3-202(2). In Guy, the court stated that the plaintiff "by producing the underlying adjustable rate note with an affixed undated allonge. Endorsed in ...

157. (see US Bank N.A. v Cusati, 185 AD3d 870, 871 [2020]). The Plaintiffs reliance on the assignments of the mortgage is misplaced. "Because the mortgage is not the dispositive document of title as to the mortgage loan" (Aurora Loan Servs., LLC v Taylor, 25 NY3d at 362 [internal quotation marks omitted]; see Bank of N.Y. v Silverberg, 86 AD3d 274, 280 [2011]) Since the Defendants failed to establish. Standing,

Borrower Has Standing to Challenge Void Assignment

158. See Supreme Court of California held that a borrower on a

home loan secured by a deed of trust has standing to base an action for wrongful foreclosure on allegations that defects in the purported. assignment of the note and deed of trust renders the assignment. void. ***Yvanova v. New Century Mortgage Corp.***, No. S218973 (Cal. Feb. 18, 2016).

A. An injunction is warranted to stop the ongoing fraud and freeze Defendants' assets to prevent ongoing harm to homeowners.

1. Section FRCP 64 (a) Throughout a case, any remedy under the applicable state law that provides for seizing property to secure satisfaction of a potential judgment is available to the plaintiff. But a federal statute governs to the extent it applies.

159. The Fraud Injunction Statute provides broad authority for a court to —enter such a restraining order or prohibition, or take such other action, as is warranted to prevent a continuing and substantial injury to the United States or to any person or class of persons for whose protection the action is brought. **FRCP 64(a)**.

2. An injunction is needed to enjoin the ongoing fraud and prevent serious harm to victims.

160. Second, when "Jurisdiction, once challenged, cannot be Assumed and must be decided." **Maine v. Thiboutot**, 100 S. Ct. 250 and the U.S. Supreme Court stated that if a court is "without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; [..] and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers." **Elliot v. Piersol**, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828).

161. Third, courts are required to follow the decisions of higher courts in the same jurisdiction

162. Fourth, Federal law & Supreme Court cases apply to state. court cases." **Howlett v. Rose**, 496 U.S. 356 (1990). Fifth, this case illustrates the deliberately planned and carefully executed scheme to defraud, directed to the judicial machinery itself, with fabrication of evidence by Respondents in which the attorney and judge are implicated. Coupled with defiance of the higher court, lacking jurisdiction and ignoring Federal law, the main case, now over years-old, has been afforded no discovery, no opportunity to defend, remains in a stayed status and has Plaintiffs Janet Nelums & Chris Nelums under a crippling preliminary entry.

163. Fraud upon the Court by Circuit Judge, United States Magistrate Attorney/ Judge, United States Magistrate Kristi F. Curtis Bar #: 8595 help the party to conceals some material fact within her own knowledge, which it is her duty to disclose, Non-disclosure by Circuit Judge, United States Magistrate Attorney/ Judge, United States Magistrate Kristi F. Curtis Bar **#: 8595** becomes fraudulent concealment.

164. United States Bankruptcy Order filed April 1,2020 was approved for payoff or cure by Hon. John E. Waites for Deutsche Bank as Trustee through SLS SPECIALIZED LOAN SERVICING LLC, the amount of Payment $218,479.21

a. Motion for Sanction12.000.00

165. Circuit Judge, United States Magistrate Kristi F. Curtis Bar **#: 8595**, in violation of the South Carolina subject matter jurisdiction and amount in controversy, codified as S.C. Code Ann. §§ 22-3-10 et

seq. and S.C. Code Ann. §§ 22-3-20"), lack subject-matter jurisdiction.

166. When the judge is involved in a scheme of bribery (the Aleman cases, **Bracey v. Warden**, U.S. Supreme Court No. 96-6133. June 9, 1997

167. A Clarification of Color-of-Title Color- of-title refers to a document or another instrument that appears to be a legitimate claim of title to a piece of land but due to a title defect, cannot transfer or convey. ownership. In plainer language, a scrap of paper without all the required elements of a clear deed of title could still be used to claim. ownership via adverse possession.

168. Black's Law Dictionary defines forgery as the "act of fraudulently making a false document or altering a real one to be used as if genuine." It is a criminal offense in the US, designated as either a felony or a high-degree misdemeanor. In some states, the charges depend on the details of the crime, including the dollar amount and/or the nature of the document; forging real estate deeds generally leads to a higher-level offense

169. Many fraudulent deeds contain one or more forged details. The grantor or an authorized representative must sign all real property. deeds, so a "false document" may be a new transfer with a non-authentic signature. A signer may pose as the property owner and sign the deed in front of a notary. Others may use a completely made-up.

name or identify themselves as the owner's personal representative.

CHALLENGE TO THE JURISDICTION OF THE COURT

170. TAKE NOTICE: that We, the Plaintiffs Janet Nelums & Chris Nelums, here by Challenge the Jurisdiction of the Court which is the legal procedure for resolving the issue of judicial authority. This measure is necessary in the light of the fact that the Judicial Officer intends to summarily conduct these proceedings without the Court obtaining my clear and unequivocal Consent to be without a Jury, which is in accordance with the mandates of English Common Law for the administration of Justice – with Justice being "the protection of rights and the punishment of wrongs".

171. This Challenge to the Jurisdiction of the Court is to be. determined by a Special Jury.

CHALLENGE GROUNDS:

172. This Challenge to the Jurisdiction of the Court is made on all grounds, including Subject Matter, Relationship and Competency
In any action, both parties must give their clear and unequivocal consent to be without a Jury. Without that consent, the Court has no Jurisdiction to proceed summarily, and the Jurisdiction of the Court must be challenged. This Challenge can only be judged by a Special Jury. Should a Judge or Magistrate disregard or dismiss this Challenge, then he or she is liable to punishment for Contempt of Court, which is "interfering with the administration of Justice, as defined above. Should a Judge or Magistrate disregard or dismiss this Challenge, that is a violation of Due Process and the Rule of Law.

173. Challenge of the Jurisdiction of the Court and of the Judge necessary regarding to these matters and causes and to prove constitutional judicial standing required for this Court and its Judge(s)

before they can proceed one step further, as all proceedings must stop upon a challenge of a court's jurisdiction to hear the case.

174. A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S. Ct. 1409.

175. "Once challenged, jurisdiction cannot be assumed, it must. Be proved to exist." **Stuck v. Medical Examiners**, 94 Ca 2d 751. 211 P2d 389.The burden shifts to the court to prove jurisdiction." Rosemond v. Lambert, 469 F2d 416.

176. "A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732.There is no discretion to ignore lack of jurisdiction." Joyce v. U.S. 474 2D 215.

177. "Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." Latana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F Supp. 150.

178. "The law provides that once State and Federal Jurisdiction has been challenged, it must be proven." Main v. Thiboutot, 100 S. Ct. 2502 (1980).

179. "A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well-established law that a void order can be challenged in any court". OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

JURISDICTION CANNOT BE WAIVED

180. The principles of waiver, consent, and estoppel do not apply.

to jurisdictional issues—the actions of the litigants cannot vest a district court with jurisdiction above the limitations provided by the Constitution and Congress.

181. Judge, United States Magistrate Kristi F. Curtis Bar #: 8595, The Courts of Appeals have unanimously upheld the constitutionality of 28 U.S.C. § 636(c)(1)." *Id.* at 1948 n.12.

182. the clerk of court never sent the parties the original consent. notice 28 U.S.C. §636(c)(2). AO Form 85 Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not. Signed-**See EXHIBIT-A**

183. The issue of consent is key because a magistrate is an Article I (Not Article III) judicial officer, so subject-matter jurisdiction vests under the Federal Magistrates Act only "upon consent of the parties." 28 U.S.C. § 636(c)(1). Such consent is provided in writing and filed with the clerk of the court.

184. No Statutory Laws no Rules nor Regulations can take away. Our Right to Trial by Jury.

185. We do not consent to be without a Jury. The Court has not obtained our consent to be without a Jury which is clear and unequivocal. We have not signed a Memorandum of Consent to be without a Jury and allow this Court to proceed summarily.

186. This Challenge to the Jurisdiction of the Court is to be. determined by a Special Jury

187. "No sanction can be imposed absent proof of jurisdiction." Standard v. Olesen, 74 S. Ct. 768

188. By order dated November 12, 2015, DEMANDS A TRIAL BY JURY, the Supreme Court of South Carolina has now mandated mediation in all 46 counties in both civil and domestic cases

COUNT I
(Injunctive Relief

189. The PLAINTIFFS re-alleges and incorporates by reference. Paragraphs 1 through 156 of this Complaint as though fully set forth. herein.

190. By reason of the conduct described herein, Defendants. violated, is violating, and is about to violate 18 U.S.C. §§ 1341 and 1343. by facilitating a scheme and artifice to defraud and obtain money or property by means of false or fraudulent representations with the intent. to defraud, and, in so doing, use the United States mails and interstate. or foreign wire communications.

191. Upon a showing that Defendants is committing or about to commit mail or wire fraud, the United States is entitled, under 18 U.S.C. § 1345, to seek a permanent injunction restraining all future fraudulent conduct and to any other action that this Court deems just and proper to prevent a continuing and substantial injury to victims.

192. As a result of the foregoing, the Court should enjoin. Defendant's conduct under 18 U.S.C. § 1345.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Janet Nelums & Chris Nelums, requests of the Court the following relief:

A. That the Court issue a permanent injunction, pursuant to 18 U.S.C.

§ 1345, ordering that Defendants is restrained from engaging participating, Deutsche Bank as Trustee through SLS, agrees to maintain in full. force and effect. A professional Liability Policy. The minimum amount of Coverage shall not be less than one Million Dollars ($1,000.000.000). Invoice settlement services for payment concealment of ($218,479.21), Deutsche Bank as Trustee and SLS submitted. fraudulent proof of claim on April 1,2020 in the name of creditor Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002,

B. The Court Should Grant an Injunction Because Defendants Is Threatening Acts Which Would Render Judgment Ineffectual, or assisting in any Insurance scam or money transmitting business; and

C. That the Court issue a permanent injunction, pursuant to 18 U.S.C. § 1345, ordering that Defendant is restrained from engaging, participating, or assisting in any scam or money transmitting business; and Defendants for Concealment of Default Insurance Payment that was paid out from the Plaintiffs Property And using Plaintiffs Names to Secure Insurance Payments from a Fraudulent Insurance Kickback-scheme Invoice settlement services for payment

D. That the Court order such other and further relief as the Court shall deem just and proper.

JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND TRIABLE BY A JURY

Respectfully submitted on this 22 day of March, 2024

Janet Louise Nelums

Janet Louise Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

CERTIFICATE OF SERVICES

I HEREBY CERTIFY that a copy of the foregoing Plaintiffs **COMPLAINT FOR PERMANENT INJUNCTION AND CHALLENGE TO THE JURISDICTION OF THE COURT** of Defendant's ON Friday, was served by email and Certified Registered Letter on March 22, 2024 to the below listed parties:

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcurtissc@sccourts.org

Mr. Warren Stephen Curtis
Curtis & Croft, LLC
PO Box 3220
Sumter, SC 29151-3220
warren@curtisandcroft.com
(803) 778-7404

NELSON MULLINS RILEY & SCARBOROUGH LLP
Matthew A. Abee, SC Bar No. 101100
Madison C. Guyton, SC Bar No.105205
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000
Email: matt.abee@nelsonmullins.com
Email: madison.guyton@nelsonmullins.com

Environmental Justice and Enforcement
U.S. Attorney's Office
Attn: Johanna Valenzuela, Justice Coordinator
District of South Carolina
1441 Main Street, Suite 500
Columbia, SC 29201
Ph (803-929-3000
USASC.EnvironmentalJustice@usdoj.gov

Contacts
Keisha Long
803-898-0774
Environmental Justice Coordinator
Office of Environmental Affairs

Chaquetta Greene
803-521-5746
Environmental Justice Associate
Office of Environmental Affairs

Mr. Ben N. Miller, III
Mckenzie Lybrand, LLP
1704 Main Street
Columbia, South Carolina 29201
bmiller@mckenzielybrand.com
(803) 223-6155

Scott and Corley
ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

EXHIBIT-A

AO 85 (Rev. 02/17) Notice, Consent, and Reference of a Civil Action to a Magistrate Judge

UNITED STATES DISTRICT COURT

for the

_____)
Plaintiff)
v.) Civil Action No.
_____)
Defendant)

NOTICE, CONSENT, AND REFERENCE OF A CIVIL ACTION TO A MAGISTRATE JUDGE

Notice of a magistrate judge's availability. A United States magistrate judge of this court is available to conduct all proceedings in this civil action (including a jury or nonjury trial) and to order the entry of a final judgment. The judgment may then be appealed directly to the United States court of appeals like any other judgment of this court. A magistrate judge may exercise this authority only if all parties voluntarily consent.

You may consent to have your case referred to a magistrate judge, or you may withhold your consent without adverse substantive consequences. The name of any party withholding consent will not be revealed to any judge who may otherwise be involved with your case.

Consent to a magistrate judge's authority. The following parties consent to have a United States magistrate judge conduct all proceedings in this case including trial, the entry of final judgment, and all post-trial proceedings.

Printed names of parties and attorneys	*Signatures of parties or attorneys*	*Dates*

Reference Order

IT IS ORDERED: This case is referred to a United States magistrate judge to conduct all proceedings and order the entry of a final judgment in accordance with 28 U.S.C. § 636(c) and Fed. R. Civ. P. 73.

Date: _____

_____
District Judge's signature

_____
Printed name and title

Note: Return this form to the clerk of court only if you are consenting to the exercise of jurisdiction by a United States magistrate judge. Do not return this form to a judge.

Print Save As... Reset

EXHIBIT-B

ELECTRONICALLY FILED - 2023 Oct 02 9:20 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP4001687

Deutsche Bank National Trust Company et al
PLAINTIFF(S)

Christopher Nelums et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

I heard Defendants' Motion to Disqualify during the August 21st term of court in Richland County and took the matter under advisement. After reviewing the Motion, relevant case law, and the record, I find that Defendants have failed to establish sufficient grounds for disqualification under Rule 501, Canon 3(E)(1). The Motion to Disqualify is therefore denied.

ORDER INFORMATION

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

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/29/2023 .

Ntc/Non Party
Janet L Nelums for Janet L Nelums
Christopher Nelums for Christopher Nelums
Robert A Bernstein for Best Distributing Company
Imperial Warehouse Finance Inc
Janet L Nelums for Janet L Nelums
Christopher Nelums for Christopher Nelums
Janet Nelums

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

SCRCP Form 4CE (08/31/2017) Page 1 of 2

PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES

Court Reporter:

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

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PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES

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Richland Common Pleas

Case Caption:	Deutsche Bank National Trust Company , plaintiff, et al vs Christopher Nelums , defendant, et al
Case Number:	2017CP4001687
Type:	Order/Electronic Form 4

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES

EXHIBIT-C

ELECTRONICALLY FILED - 2023 Oct 31 4:17 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, Plaintiff, vs. Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, Defendants.	Civil Action No. 2017-CP-40-01687 **Order on Plaintiff's Motion for Sanctions and Gatekeeper Order**

This is a foreclosure action involving 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16) (the "Property"). On August 21, 2023, the Court heard the Motion for Sanctions Against Janet and Christopher Nelums and Entry of a Gatekeeper Order ("the Motion") filed by Plaintiff Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002 by WebEx. Present for the hearing was Matthew A. Abee of Nelson Mullins Riley & Scarborough LLP for Plaintiff, and Defendants Janet L. Nelums a/k/a Janet Nelums and Christopher Nelums, both appearing *pro se*. All parties were appropriately notified of the hearing.

After reviewing the Motion, relevant case law, and the record, I find it proper to enter a vexatious-litigant gatekeeper order barring Janet and Christopher Nelums ("Defendants") from filing new documents related to the Property without leave of the Court or the signature of a licensed attorney. The Court also makes the following findings of fact and conclusions of law.

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Findings of Fact

A. 2013 Foreclosure Proceedings

As set forth in the Special Referee's Foreclosure Order, in August 2002, Janet L. Nelums signed a $112,000 note to Plaintiff predecessor-in-interest. (Foreclosure Order and J. ¶ 11, July 1, 2021).[1] Defendants also signed a first-priority mortgage on the Property, which was recorded in the County Register of Deeds. (*Id.* ¶ 12.) Defendants defaulted on the mortgage, (*id.* ¶ 10), and Plaintiff sued them and others for foreclosure. (*Id.* ¶ 4.) Defendants answered and counterclaimed for (1) accounting; (2) failure to provide default notice; (3) breach of contract/rescission; (4) violation of the Truth in Lending Act; (5) violation of the Real Estate Settlement and Procedures Act; (6) predatory lending; (7) predatory servicing; (8) violation of the Fair Debt Collection Practices Act; and (9) malicious prosecution. (*Id.* ¶ 5.) The Clerk of Court referred the case to the Master in Equity in February 2014, but in November 2014, the Master recused himself. (*Id.* ¶ 4.) The Circuit Court then granted Plaintiff's motion for judgment on the counterclaims. (Order Granting Mot. for J. on the Pleadings, July 16, 2015; Foreclosure Order ¶ 5.) Then in November 2015, the case was stricken from the active roster under Rule 40(j), SCRCP. (*Id.* ¶ 4.)

B. 2017 Foreclosure Proceedings and Ms. Nelums's Bankruptcy

Plaintiff restored the case to the roster in March 2017 (Case No. 2017-CP-40-01687) and the Clerk of Court referred the case to the Honorable Jeffrey M. Tzerman, Special Referee. (*Id.*)

[1] This matter was previously referred to the Richland County Master in Equity Joseph M. Strickland. After he recused, the Clerk referred the matter to Special Referee Jeffrey M. Tzerman. Thereafter, the Special Referee also recused himself, vesting jurisdiction of the matter in the Circuit Court once again. Although Defendants sought to have the undersigned judge and Plaintiff's counsel also disqualified, the Court denies Defendants' motion and concludes it may properly consider the pending motions in this action. The Court rejects Defendants' claim that Plaintiff's current and former counsel is also disqualified from representing Plaintiff.

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Ms. Nelums petitioned for relief under Chapter 13 of the Bankruptcy Code (Case No. 18-05885-jw) in November 2018, and the Court stayed the foreclosure, (Foreclosure Order ¶ 9.). Then Ms. Nelums filed an adversary proceeding against Plaintiff and its servicing agent, Specialized Loan Servicing LLC ("SLS") (Case No. 19-80032-jw), in May 2019. (*See* Pl.s' Mot. Exhibit 4, Bankr. Order on Summ. J., March 17, 2020.)[2]

After discovery and a hearing, the Bankruptcy Court granted summary judgment against Ms. Nelums. (*Id.* at 1.) Among other arguments, the Bankruptcy Court rejected Ms. Nelums' claims that Plaintiff and SLS (1) were not creditors under the Bankruptcy Code; (2) lacked rights of payment under Article 3 of the South Carolina Commercial Code; (3) lacked standing to foreclose on the note and mortgage; (4) could not enforce the note and mortgage because of securitization; and (5) had no valid note and mortgage because servicing/pooling agreements between Plaintiff and SLS rendered them void. (*Id.* at 6–19.) Ms. Nelums' bankruptcy counsel withdrew shortly after the order. Ms. Nelums then filed a 112-page motion with 353 pages of attachment *pro se* titled "Motion Fraud Upon the Court Bogus Adversary Proceeding We Demand for a Mistrial," which the Court denied in a detailed 17-page order. (Pl.s' Mot. Exhibit 5, Order Denying Motion, May 22, 2020.) The Court rejected Ms. Nelums' claims that counsel for Plaintiff and SLS—the same firm previously representing Plaintiff in this foreclosure—committed fraud upon the court. (*Id.*)

In the month after granting summary judgment in the adversary proceeding, that court also dismissed Ms. Nelums' bankruptcy case. (Pl.s' Mot. Exhibit 6, Order Dismissing Bankr., April

[2] Defendants raised no objection to the Court's consideration of the court filings in the collateral proceedings. These filings are appropriate subjects for taking judicial notice, and the Court does so here.

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21, 2020; *see also* Foreclosure Order ¶9.) This dismissal caused the Special Referee to restore this foreclosure to the active docket, and then issue his Foreclosure Order and Judgment in July 2021. (*Id.*)[3] In so doing, he rejected Defendants' claim—renewed in their pending Temporary Injunction Motion—that Plaintiff does "not have the right to foreclose on the property because said defendant, and each of them, did not properly comply with the terms of plaintiffs own scrutinization requirement[.]" (Def.s' Mot. Temp. Inj. at 29, ¶59.) In rejecting this claim, the Court noted that the bankruptcy court had already resolved Ms. Nelums' claim that Plaintiff lacked standing to foreclose. (Foreclosure Order at 8.)[4] The Special Referee then issued a $150,000 appellate-bond order. (Order Setting Appeal Bond, July 1, 2021.)

C. Defendants' Frivolous RICO Lawsuit and Appeal

While the case was proceeding towards a foreclosure sale, Defendants again turned to the federal courts by filing a *pro se* complaint in alleging RICO claims against Bankruptcy Judge John E. Waites, Special Referee Jeffrey Tzerman, foreclosure counsel, Defendants' prior retained counsel, Plaintiff, and SLS (Case No. 3:21-cv-2161). (Pl.s' Mot. Exhibit 7, Report and Recommendation, Aug. 31, 2021; Pl.s' Mot. Exhibit 8, Order Adopting R&R, Feb. 2, 2022.) Defendants commenced the lawsuit by filing a "Motion for an *Ex-Parte* Temporary Restraining

[3] When the case was restored to the active roster in 2017, Attorney Adrianne L. Turner was listed as counsel of record for Defendants. She originally appeared as counsel for Defendants in 2014, about a year after they had filed their counterclaims pro se. (Not. Appearance, July 2014.) She represented Defendants when this Court granted Plaintiff's motion for judgment on the pleadings. Although she moved to withdraw as counsel in April 2021, no order granting the withdrawal was filed until February 10, 2023. Plaintiff does not seek sanctions against Ms. Turner and the Court determines that she has *not* been involved in the numerous frivolous filings from Defendants in any way.

[4] This Court has reviewed the filings from the bankruptcy proceedings that were filed with the Motion and agrees that the issues raised again by Defendants here have been raised and ruled upon already. Each court to have considered Defendants' challenges to the foreclosure have rejected them. So too does this Court.

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Order, Show Cause Order, and Permanent Injunction with Asset Freeze," which the District Court characterized as "frivolous" for four reasons. (Pl.s' Mot. Exhibit 6, R&R at 4–7.) The District Court dismissed the action and Defendants appealed (Case No. 22-1223). The Fourth Circuit Affirmed in June 2022. (Pl.s' Mot. Exhibit 9, Unpublished Op., June 27, 2022.)

D. Status of the 2017 Foreclosure

In August 2022, Plaintiff gave notice of a September 7, 2022, foreclosure sale. Six days before the sale, Defendants filed their *pro se* Temporary Injunction Motion with this Court. The 47-page motion purports to assert 11 causes of action: lack of standing, fraud in the concealment, fraud in the inducement, intentional infliction of emotional distress, slander of title, quiet title, declaratory relief, violation of TILA, violation of RESPA, rescission, and anti-trust. This filing is frivolous as it raises the same issues Defendants had previously raised and had rejected in the previous proceedings. The motion also improperly and without any evidentiary support accuses Plaintiff, its counsel, and this Court of wrongdoing, fraud, ethics violations, and even treason. Because of the allegations created the appearance of impropriety, the Special Referee recused himself in November 2022. Plaintiff's counsel also withdrew for the same reasons.

E. Plaintiff's Attempts to Confer with Defendants

On February 7, 2023, Plaintiff's counsel notified Defendants by letter that it intended to file its Motion for sanctions, enclosing a copy of the draft motion. (Pl.s' Mot. Exhibit 10, Letter to Defendants.) The letter gave Defendants ten days to withdraw their Motion for Temporary Injunction and to agree to allow the foreclosure sale to proceed.[5] Plaintiff's counsel mailed and

[5] Although not required by Rule 11 or the FCPSA, DBNT gave this pre-filing notice out of an abundance of caution and so Defendants could be on notice that their frivolous conduct could result in monetary and non-monetary sanctions. *Burns v. Universal Health Servs. Inc.*, 340 S.C. 509,

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emailed a second letter on February 21, 2023, giving borrowers through Friday, February 24, 2023, to withdraw the motion. (Pl.s' Mot. Exhibit 11, Letter to Defendants (without enclosures).) Defendants failed to respond to Plaintiff's attempts to resolve the matter in good faith.

Based on the record and arguments presented at the hearing, the Court concludes that Defendants have abused the judicial process and engaged in a pattern of frivolous litigation aimed at stalling the foreclosure instead of the rightful administration of contested issues before the Court. The Court also finds that Defendants have been given ample opportunity to withdraw their frivolous filings and avoid the entry of this Order by the Court, but have refused or declined to do so despite notice that such filings could result in sanctions. As a result, the Court finds this gatekeeper order is reasonable, necessary, and appropriately tailored to address Defendants' conduct. The Court further finds it has the authority to enter this gatekeeper order under Rule 11, SCRCP, the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 through -100 ("FCPSA"), and its inherent authority.

Conclusions of Law[6]

"[A] court of equity may properly intervene to prevent continued and vexatious litigation[.]" *Ramantanin v. Poulos*, 240 S.C. 13, 25, 124 S.E.2d 611, 617 (1962). The State's courts have a history of issuing such pre-filing injunctions. *See Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 165 n.18, 758 S.E.2d 483, 498 n.18 (2014). Rule 11 and the FCPSA anticipate them as well. *Ex parte Bon Secours-St. Francis Xavier Hosp., Inc.*, 393 S.C. 590, 598, 713 S.E.2d 624, 628 (2011) (authorizing trial courts to issue under Rule 11 "a directive of a nonmonetary

514, 532 S.E.2d 6, 9 (Ct. App. 2000) (requiring notice and an opportunity to respond to any motion for sanctions under Rule 11, SCRCP).

[6] Any conclusions of law that are findings of fact shall be so regarded, and vice-versa.

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nature designed to deter the party or the party's attorney from bringing any future action in bad faith."); S.C. Code Ann. § 15-36-10 (authorizing sanctions that include "a directive of a nonmonetary nature, including injunctive relief, designed to deter a future frivolous action or an action in bad faith."). A trial court "has inherent power to do all things reasonably necessary to the administration of justice in the case before it," *State-Rec.*, 332 S.C. at 349, 504 S.E.2d at 593 (1998), including those necessary "to punish for offenses that are calculated to obstruct, degrade, and undermine the administration of justice." *Miller v. Miller*, 375 S.C. 443, 455, 652 S.E.2d 754, 760 (Ct. App. 2007) (quoting *Brandt v. Gooding*, 368 S.C. 618, 628, 630 S.E.2d 259, 264 (2006)).

"[B]ecause many of the terms used in the [FCPSA] also appear in Federal Rule 11, the South Carolina courts may look to decisions interpreting the Federal Rule to determine what constitutes a proper purpose and good faith with respect to potential liability of attorneys under the [FCPSA]." *Father v. S.C. Dep't of Soc. Servs.*, 345 S.C. 57, 72 n.34, 545 S.E.2d 523, 531 n.34 (Ct. App. 2001) (quoting Susan Taylor Wall & Joseph R. Weston, *An Analysis of Current Theories of Liability*, 45 S.C. L.Rev. 857, 871 (1994)), *aff'd*, 353 S.C. 254, 578 S.E.2d 11 (2003). The Fourth Circuit uses a four prong test for deciding when a gatekeeper order is warranted: (1) the party's history of litigation, in particular whether he has filed vexatious, harassing, or duplicative lawsuits; (2) whether the party had a good-faith basis for pursuing the litigation, or simply intended to harass; (3) the extent of the burden on the courts and other parties resulting from the party's filings; and (4) the adequacy of alternative sanctions. *Cromer v. Kraft Foods N. Am., Inc.*, 390 F.3d 812, 818 (4th Cir. 2004).[7] Pre-filing injunctions are appropriate where a litigant repeatedly

[7] Other states have adopted the *Cromer* test. *Barrington v. Dyer*, 282 N.C. App. 404, 409, 872 S.E.2d 88, 93 (N.C. Ct. App. 2022) (affirming trial court's gatekeeper order under *Cromer* standard). Thus, the Court concludes it is the proper test to be applied here.

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sues "everyone that did anything even remotely connected to a foreclosure." *Scott v. U.S. Bank, N.A.*, No. 2:09-cv-516, 2011 WL 10618730, at *1 (E.D. Va. Oct. 14, 2011).

The *Cromer* elements are met here. *First*, Defendants have a history of *pro se* filings in state and federal court. Given the duplicative claims and arguments they have raised, Defendants have a history of "vexatious, harassing, or duplicative lawsuits" establishing the first prong. This is especially true given that other courts have previously considered and rejected Defendants' foreclosure challenges. *Second*, Defendants have presented no good-faith basis for accusing DBNT and well-respected members of the South Carolina Bar of fraud, ethical violations, and even starting "a war against South Carolina. [sic] constitution," and claiming they "will be jailed." (Mot. Temp. Inj. at 7, ¶11.) *Kalos v. Centennial Sur. Assocs.*, No. CCB-12-1532, 2012 WL 6210117, at *6 (D. Md. Dec. 12, 2012) (considering litigants' decision to sue counsel connected to previous litigation in granting pre-filing injunction). Such claims can be intended only to harass those parties and stall the foreclosure. *Third*, Defendants repeated frivolous filings have placed a burden on Plaintiff and its counsel, as well as the now nine judges across four courts who have been called to respond to Defendants' claims. Further, Defendants have been put on notice by a federal judge that their claims were frivolous. *Id.* (considering prior warnings that claims were frivolous when granting gatekeeper order).

Fourth, monetary sanctions cannot address Defendants' repeated abuses of the court system and the waste of time their filings have caused. Defendants' involvement in foreclosure proceedings suggest they may not have liquid assets available to satisfy monetary sanctions. Defendants' repeated filings seek only to stall Plaintiff's ability to sell the Property at foreclosure and secure the equitable relief this Court has already determined it is entitled to. A sanction short of prohibiting Defendants from presenting frivolous filings would be inadequate.

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As a result, the Court finds and concludes that the gatekeeper order Plaintiff seeks is both appropriate and narrowly tailored to permit Plaintiff to exercise its remedies under the mortgage.

Order

Therefore, it is **ORDERED** that:

1. Defendants are **PROHIBITED** from filing, presenting, or serving additional documents, papers, or pleading related to the Property, Plaintiff, SLS, and/or this foreclosure until the Property can be sold and the foreclosure proceedings completed unless (i) Defendants secure leave of the undersigned to present the document to the Clerk of Court, or (ii) the filing is signed by a member of the South Carolina Bar in good standing. This order is not meant to prohibit Defendants from resorting to the judicial branch to redress the claims, but is necessary to prevent additional frivolous proceedings from being initiated by Defendants. ***Defendants are cautioned that a failure to comply with the provisions of this order is punishable by contempt of Court.***

2. The Clerk of Court is **ORDERED** that it may *not* accept for filing any document, paper, or pleading from Defendants in this foreclosure unless it is accompanied by a separate Order from the undersigned permitting the filing or unless it is signed by a member of the South Carolina Bar in good standing. Plaintiff's counsel is **ORDERED** to provide a copy of this order to the Clerk of Court, specifically directing her and her deputies' attention to this provision of the Order.

3. To remedy Defendants' frivolous pleadings aimed at delaying this matter and ensure this foreclosure proceeds towards a timely resolution, it is **ORDERED** that Plaintiff shall file a motion to refer this matter to a special referee in this matter given the recusal of the Richland County Master in Equity. Upon the filing of such motion, the Richland County Clerk of Court refer this matter to another appropriate special referee for the resolution of all remaining issues and judgments necessary in this action. *See* Rule 53, SCRCP. Upon the entry of the order of

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reference, the special referee shall be further empowered to enforce, modify, or amend the terms of this gatekeeper order as he or she deems appropriate to remedy the frivolous litigation in which Defendants have engaged to date.

4. Plaintiff's counsel is **ORDERED** to serve a copy of this order on Defendants by regular mail and to file a certificate of service, in accordance with Rule 5, SCRCP.

IT IS SO ORDERED.

[Court's electronic signature page to follow.]

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Richland Common Pleas

Case Caption:	Deutsche Bank National Trust Company , plaintiff, et al vs Christopher Nelums , defendant, et al
Case Number:	2017CP4001687
Type:	Order/Sanctions

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

Electronically signed on 2023-10-31 15:17:35 page 11 of 11

Book 2924-2697
2024021753 05/20/2024 12:22:33:327 Master's Deed-Foreclosure
Fee: $15.00 County Tax: $0.00 State Tax: $0.00
2024021753 John T. Hopkins II Richland County R.O.D.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SPECIAL REFEREE'S DEED OF FORECLOSURE

I, Ben N. Miller III as Special Referee, in the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Richland County between Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002, as Plaintiff and Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company, as Defendants, by an Order filed on June 29, 2021, it was decreed that the property hereinafter described should be sold on the terms and for the purposes mentioned in the Orders granted in the case (see Judgment Roll No. 2017CP4001687).

NOW THEREFORE KNOW ALL MEN, that I, the undersigned as Special Referee, pursuant to the foregoing Decree and its resulting sale occurring on April 01, 2024, and for and in consideration of the sum of Two Hundred One Thousand Three Hundred Eighty-Eight and 37/100 ($201,388.37) as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release the following described property unto the grantee: **Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B, 6200 S Quebec St., Suite 300, Greenwood Village, CO 80111:**

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being about seven (7) miles North of the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lots 16 and 17, Block G, Section II, Highland Forest Subdivision, as more fully shown and delineated on a plat of Highland Forest Subdivision (Section II) by McMillan Engineering Company dated July 17, 1972, last revised on September 24, 1973, and recorded in the Office of the Clerk of Court for Richland County in Plat Book X at Page 2809.

Lot 16:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate) and Jane Gill and Ray P. Turner, individually, dated May 18, 1999 and recorded May 21, 1999 in Book 308 at Page 2191 in the Office of the Register of Deeds of Richland County, South Carolina.

Lot 17:
This being the same property conveyed unto Christopher Nelums and Janet L. Nelums by virtue of a Deed from Marshalene Mae Frady, James Randolph Swindler, Marguerite Rebecca Spears, Nancy W. Swindler and Jane Gill, (Personal Representatives of the Estate of Timothy M. Swindler Estate), and Jane Gill and Ray P. Turner, individually, dated December 9, 2000 and recorded December 11, 2000 in Book 465 at Page 1703 in the Office of the Register of Deeds of Richland County, South Carolina.

TMS No. 11916-2-16

Return to Scott and Corley, P.A., P.O. Box 2065, Columbia, SC 29202

Page 1

Property address: 813 N Highland Forest Drive, Columbia, SC 29203

This property was sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Special Referee for Richland County under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 13th day of May, 2024.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Ben N. Miller III as Special Referee

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT
S.C. Code §30-5-30
(Effective January 1, 1995)

I, Melinda D. Rykbost, a Notary Public for the State of South Carolina, do hereby certify that Ben N. Miller III ~~as~~ Special Referee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS our hands and seal on this 13th day of May, 2024.

(L.S.)
Notary Public for South Carolina
My Commission expires: 11/17/32

MELINDA D. RYKBOST NOTARY PUBLIC COMM. EXP. 11-17-2032 SOUTH CAROLINA

*Index in the name of Ben N. Miller III as Special Referee

*Index in the name of Janet L. Nelums and Christopher Nelums

Return to Scott and Corley, P.A., P.O. Box 2065, Columbia, SC 29202

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
JUDGMENT NO. 2017CP4001687

Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002,

Plaintiff,

vs.

Janet L. Nelums a/k/a Janet Nelims; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company;

Defendants.

SPECIAL REFEREE'S REPORT ON SALE, ORDER OF CONFIRMATION, AND ORDER FOR DEFICIENCY JUDGMENT
(Non-Jury Foreclosure)

1. On June 29, 2021, the Honorable Jeffrey M. Tzerman as Special Referee in the above-captioned foreclosure action issued his Special Referee's Order Granting Plaintiff's Motion for Summary Judgment and Order and Judgment of Foreclosure and Sale. On the same date, the Special Referee issued an Order Setting Appeal Bond. Both the Judgment and the Order were filed on July 1, 2021, with the Richland County Clerk of Court.

2. No appeal was filed to the Judgment.

3. By Order filed November 16, 2022, Judge Tzerman recused himself as Special Referee in the case.

4. On October 31, 2023, the Honorable Kristi F. Curtis as Circuit Court Judge issued her Order on Plaintiff's Motion for Sanctions and Gatekeeper Order for the reasons stated therein. In the Order, the Defendants Janet L. Nelums and Christopher Nelums were specifically

> "...prohibited from filing, presenting, or serving additional documents, papers, or pleading related to the Property, Plaintiff, SLS, and/or this foreclosure until the Property can be sold, and the foreclosure proceedings completed unless (i) Defendants secure leave of the undersigned to present the document to the Clerk of Court, or (ii) the filing is signed by a member of the South Carolina Bar in good standing."

Brw

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5. Pursuant to additional terms of Judge Curtis's Order, the Richland County Clerk of Court on January 9, 2024, issued her Order appointing the undersigned as Special Referee to conduct a foreclosure sale and to issue related post-sale documents.

6. On February 20, 2024, the undersigned issued his Notice of Special Referee's Sale scheduling the foreclosure sale for April 1, 2024.

7. On March 25, 2024, the Defendants Janet L. Nelums and Christopher Nelums filed with the Richland County Clerk of Court documents which were not signed by a licensed South Carolina attorney and were not authorized by Order of Judge Curtis. On the Motion Coversheet, the Defendants checked the box indicating "No Hearing Requested." The coversheet also has the following note: "Filer was aware of order dated 10-31-2023 and still requested his 3 motions be filed."

8. On April 28, 2024, the Nelums sent the undersigned an email with documents attached. Again, this submission was without the authority of Judge Curtis and without the signature of a licensed South Carolina attorney.

9. To the extent that the filing of March 25, 2024, and the email of April 28, 2024, constitute motions, the relief is denied as being a submission in violation of the October 31, 2023, Order of Judge Curtis.

10. Pursuant to the Judgment of Foreclosure and Sale by the Honorable Jeffrey M. Tzerman dated June 29, 2021, and filed with the Clerk of Court on July 1, 2021, and after due legal advertisement and publication according to law, on April 1, 2024, the undersigned as Special Referee conducted an auction of the property therein described and received from the Plaintiff Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002, ("Plaintiff") a bid of $201,388.37, that being the highest bid made on sales day.

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11. The bidding remained open for thirty (30) days as required by the Decree and by Section 15-39-720, Code of Laws of South Carolina, 1976, and on May 1, 2024, the Plaintiff was declared the successful bidder, no further bids having been made.

12. The Plaintiff has paid the costs of the action as required by the Judgment.

13. The undersigned executed and delivered to the Plaintiff a good and sufficient deed of conveyance to the property so sold.

14. The undersigned has paid out and disbursed all funds received in accordance with the Computation attached hereto.

15. Pursuant to the Judgment of Foreclosure and Sale previously issued by Judge Tzerman, I find that the Plaintiff is entitled to have a personal and deficiency judgment against the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums in the amount of $125,237.31 as shown on the attached Computation, together with interest thereon at the rate of 5.875% per annum from May 1, 2024, until paid.

IT IS ORDERED that:

1. The sale of the subject property and the within Report are hereby confirmed.

2. The Plaintiff Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002, have a personal and deficiency judgment against the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums in the amount of $125,237.31 as shown on the attached Computation, together with interest thereon at the rate of 5.875% per annum from May 1, 2024, until paid.

3. Any relief sought by the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums in the documents filed with the Clerk of Court on March 25, 2024, and emailed to the undersigned on April 28, 2024, is hereby denied in that the filing and submission

were in contravention of the Order of Kristi F. Curtis filed October 31, 2023.

AND IT IS SO ORDERED.

May 13, 2024

Columbia, South Carolina

BEN N. MILLER III as Special Referee

Blue Page 4

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
JUDGMENT NO. 2017CP4001687

Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002,

Plaintiff,

vs.

Janet L. Nelums a/k/a Janet Nelims; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company;

Defendants.

COMPUTATION OF DEFICIENCY JUDGMENT
(Non-Jury Foreclosure)

A. Amount due Plaintiff per Special Referee's Order and Judgment of Foreclosure and Sale dated June 29, 2021:

(a)	Judgment amount with interest on principal amounts to June 4, 2021.	$276,447.30
(b)	Interest on judgment amount from June 4, 2021, to May 1, 2024, at 5.875% per annum (1061 days)	47,214.50
TOTAL DEBT PER JUDGMENT		$323,661.80
(c)	Special Referee's fees and commission paid by the Plaintiff.	$ 2,138.88
(d)	Publication costs paid by the Plaintiff.	825.00
TOTAL DEBT PER JUDGMENT		$326,625.68

B. Amount bid the Plaintiff $201,388.37

C. Amount of Deficiency against the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums (A-B). $125,237.31

BALANCE OF FEES PAYABLE TO SPECIAL REFEREE:

Reference fee	$ 125.00
Commission	2,013.88
Balance due	$ 2,138.88

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002

PLAINTIFF(S)

Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company

DEFENDANT(S)

Submitted by: Scott and Corley, P.A.	**Attorney for:** ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED FOR BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

The property which is the subject of this action sold at public sale pursuant to the Special Referee's Report and Judgment of Foreclosure and Sale.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002	Janet L. Nelums a/k/a Janet Nelums	$125,237.31

If applicable, describe the property, including tax map information and address, referenced in the order:
TMS No. 11916-2-16
Property address: 813 N Highland Forest Drive, Columbia, SC 29203

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Ben N Miller, III, Special Referee — Judge Code — Date: 5-13-2024

SCRCP Form 4C (02/2017)

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For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20_____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20_____ to attorneys of record or to parties (when appearing pro se) as follows:

Scott and Corley, P.A.
P.O. Box 2065
Columbia, SC 29204

Attorney for Plaintiff

Adrianne L. Turner, Esq. (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221
Adrianne L. Turner, Esq. (Attorney for Christopher Nelums)
P.O. Box 210638
Columbia, SC 29221
Janet L. Nelums
813 N. Highland Forest Drive
Columbia, SC 29203
Christopher Nelums
813 N. Highland Forest Drive
Columbia, SC 29203
Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
PO Box 20519
Charleston, SC 29413
Imperial Warehouse Finance, Inc.
1910 Pacific Ave., Ste. 13050
Suite 525
Dallas, TX 75201
Defendants / Attorney for Defendant(s)

_____
Clerk of Court

Court Reporter: _____

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.
This action came to trial or hearing before the court. The issues have been tried or hear and a decision rendered.

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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF SOUTH CAROLINA

COLUMBIA DIVISION

Janet Nelums & Chris Nelums
PLAINTIFF(S)

VS.
Ben Mill Jr, special referee, an individual. Judge Hon, Kristi F. Curtis an individual. Scott and Corley, P.A. Reginald P. Corley, an individual. Nelson Mullins Riley & Scarborough LLP, Matthew A. Abee, an individual. Madison C. Guyton, an individu Black Knight/ Lender Processing Services (LPS) Richland County, Sheriff Leon Lott in His Official Capacity as The Sheriff of The Richland County Sheriffs Department and, Civil Process Division, Sgt. Kyle Kovalchuk
DEFENDANT (S

COMPLAINT FOR DAMAGES:

(1) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, VIOLATIONS.

(2) JOINT ACTION/CONSPIRACY TO VIOLATE CIVIL RIGHTS, 42 U.S.C., § 1983;

(3) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, DELIBERATE INDIFFERENCE TO CONSTITUTIONAL RIGHT IN REFUSAL TO INVESTIGATE EVIDENCE DEMONSTRATING, THE. NELUM'S INNOCENCE.

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(4) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, FALSE EVIDENCE VIOLATIONS;

(5) JOINT ACTION/CONSPIRACY TO VIOLATE CIVIL RIGHTS, 42 U.S.C., § 1983, FALSE EVIDENCE VIOLATION;

(6) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, SUPERVISORIAL LIABILITY;

(7) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, VIOLATION OF FOURTEENTH AMENDMENT RIGHTS;

(8) DEPRIVATION OF CIVIL RIGHTS, 42 U.S.C., § 1983, NELUM'S VIOLATIONS.

PLAINTIFF'S EMERGENCY MOTION FOR A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION AND CHALLENGE TO THE JURISDICTION OF LOWER THE COURT

MOTION TO DISQUALIFY CIRCUIT COURT Attorney BEN N. Miller This Motion is Verified by Janet Nelums & Chris Nelums SC Code § 16-9-20(2) Court Take Judicial Notice Supreme Court of South Carolina ADMINISTRATIVE ORDER June 3, 2021, Rule 53(b) provides no authority for the order of reference in this case. In matters brought to our attention, the special referee appointed by the circuit court is typically a lawyer. See 28 U.S.C. § 636(c)(3); FED. R. CIV. P. 73(c). **EXHIBIT-A** Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs"), pursuant to Section (1) Deprivation of Civil Rights, 42 U.S.C., § 1983, Section (2) Joint Action/Conspiracy to Violate Civil Rights, 42 U.S.C, § 1983,Section (3) Deprivation of Civil Rights, 42 U.S.C, § 1983, Deliberate Indifference to Constitutional Rights in Refusal to Investigate Evidence Demonstrating, The Nelum's Innocence, Section (4) Deprivation of Civil Rights, 42 U.S.C., § 1983, False Evidence Violations. Section (5) Joint Action/Conspiracy to Violate Civil Rights, 42 U.S.C., § 1983, False Evidence Violations. Section (6) Deprivation of Civil Rights, 42 U.S.C., § 1983, Supervisorial Liability. Section (7) Deprivation of Civil Rights, 42 U.S.C., § 1983, Violation of Fourteenth Amendment Rights, Section (8) Deprivation of Civil Rights, 42 U.S.C., § 1983, Nelum's Violations and Rule 65 of the Federal Rules of Civil Procedure, moves the Court for entry of a Temporary Restraining Order and Preliminary Injunction

enjoining defendant's special referee Hon, Ben Mill Jr, special referee, an individual. Judge Hon, Kristi F. Curtis an individual. Scott and Corley, P.A. Reginald P. Corley, an individual, Nelson Mullins Riley & Scarborough LLP. Matthew A. Abee, an individual. Madison C. Guyton, an individual. Black Knight/ Lender Processing Services (LPS), Richland County, Sheriff Leon Lott in His Official Capacity as The Sheriff of The Richland County Sheriff's Department and, Civil Process Division, Sgt. Kyle Kovalchek and all persons acting on its behalf, from destroying, disposing of, or Foreclosing on any asset of Janet Nelums & Chris Nelums See: (Bank of New York v Cariello, 69 AD2d 805, 805 [2d Dept 1979]). mortgage is not enforceable because it was based on a Fraud on The Court [*7]"fraudulent/forged deed. Essentially, NELUM'S asserts That because This ("Forged deed") was prepared by McKenzie Lybrand, LLP, and / Signed by Attorney Ben N. Miller III on May 13, 2024, they never had title in the first place, they never had anything to mortgage. Thus, the mortgage was invalid. A void real estate transaction is one where the law deems that no transfer actually occurred (**Faison v Lewis**, 25 NY3d 220, 225 [2015]). Accordingly, if the deed is void, it does not pass title and cannot be enforced even if title is later acquired by a bona fide purchaser such as, McKenzie Lybrand, LLP, Scott and Corley, P.A. Reginald P. Corley, an individual, Nelson Mullins Riley & Scarborough LLP and Attorney Ben N. Miller III (id.; **ABN AMRO Mtge.**

Group, Inc. v Stephens, 91 AD3d 801, 803 [2d Dept 2012]), acquired from Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs"), pending entry by the Court of a final judgment in this action.

This motion is based on the following grounds:

I. INTRODUCTION

1. This case arises from Jeffrey M. Tzerman special referee for Richland County on Tuesday September 6, 2022, Attorney Jeffrey M. Tzerman cancelled the Foreclosure Sale on the Plaintiffs Property and stated that he carefully reviewed the Nelum's Motion and note that it includes unsubstantiated allegations of wrongdoing by the Defendant's in this Case by the Defendant's counsel of Record, prior holders of the loan in question, prior Servicer of the loan and the lower Court Itself. Mr. Tzerman Pursuant to Canon (2) of the Code of Judicial Conduct, Contained within Rule 501 of the SC Rules of Professional reasonability having Concluded that I am unable to hear the Motion, I am recusing myself and returning jurisdiction to the Circuit Court and **demands strict proof thereof.**

II. INTRODUCTION

2. Attorney Ben N. Miller III special referee on May 13, 2024, Attorney permits a foreclosure of real estate without giving you notice of a hearing in a state court proceeding, this is a deprivation of property without due process, violating the Fifth Amendment as well as the Fourteenth Amendment and to add insult to injury Ben Miller, an individual, the practice of law cannot be licensed by any state/State". **Schware v. Board of Examiners**, United State Reports 353 U.S. pages

238, 239] Lawyers and Attorneys are Not Licensed to Practice Law I MOVE TO DISQUALIFY Attorney/ Ben N. Miller III special referee, lack subject-matter jurisdiction. [**See: EXHIBIT-A**

3. See 28 U.S.C. § 636(b)(3) (1976) (permitting district courts to assign magistrates "such additional duties as are not inconsistent with the Constitution and laws of the United States"); S. REP. 371, supra note 26, at 26 (judicial experimentation with magistrate duties not listed in 1968 Act will aid district courts).

4. Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, without the parties' consent to the master reference. 28 U.S.C. § 636(b)(2), Ben N. Miller, III SC Bar # :3977 ("special referee.") lack subject-matter jurisdiction. See 28 U.S.C. § 636(b)(2), under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). is not authorize in the above-entitled case to this foreclosure action for 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16. [**See: EXHIBIT-A**

5. See 28 U.S.C. § 636(b)(2) (1976) (magistrate special master appointment). Appointment of special masters to hear entire cases or evidence on key motions is tightly restricted.

6. See FED. R. Civ. P. 53(b) (limiting nonjury master appointments to "exceptional" conditions); note 76 infra (construction of exceptional conditions). These restrictions apply to magistrates serving as special. Master's except when the parties' consent to the master reference. 28 U.S.C. § 636(b)(2) (1976); see note 43 infra. [**See: EXHIBIT-A**

7. The issue of consent is key because a magistrate is an Article I (Not Article III) judicial officer, so subject-matter jurisdiction vests under the Federal Magistrates Act only "upon consent of the parties." 28

U.S.C. § 636(c)(1). Such consent is provided in writing and filed with the clerk of the court.

8. Section 636(c)(1), before obtaining the consent of the named parties (Whether express or implied) create constitutional problems for Section 636(c)(1): it would permit a non-Article III officer to independently exercise Article III powers (by entering a final order that is not reviewable by the district court) before he is given the authority to do

9. On information and belief, the litigant must be given notice. And an opportunity to be heard failure of unserved Plaintiffs to consent. to a U.S. federal magistrate judge (magistrate) before the complaint is heard deprives the magistrate of subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), before an order is entered

10. Section 636(c)(2) requires that the Clerk of Court, Jeanette W. McBride Clerk of the Court for Richland County notify the parties Of their right to refuse to proceed before a magistrate judge, but there is no indication in the Case No: 2017CP4001687 records that the Plaintiffs Janet Nelums & Chris Nelums ever received such a notice from the Clerk of Court, Jeanette W. McBride for the Record. **[See: EXHIBIT-A**

11. [T]he records here in Case No: 2017CP4001687 shows only that Janet Nelums & Chris Nelums Plaintiffs were aware of being sued. [They] do not point to anything in the record showing that they were

made aware of the need to consent and their right to refuse to do so."

12. "The law requires proof of jurisdiction appear on the record of the administrative agency and all administrative proceedings."

III. INTRODUCTION

13. Attorney Ben N. Miller III special referee on September 10, 2024, it is so Ordered that the Janet Nelums & Chris Nelums Plaintiffs Pursuant to Circuit Court Rule to Show Cause to Attorney Ben N. Miller III special referee for Richland County, at Richland County Judicial Center, 1701 Main Street Courtroom Columbia SC 29201 on the th10 day of September 2024, at 2PM as to why an Order Granting Writ of Assistance should not be issued by the Court to the Sheriff Department of Richland County SC, Supreme Court of South Carolina ADMINISTRATIVE ORDER June 3, 2021, Rule 53(b) provides no authority for the **order of reference in this case**. Attorney Ben N. Miller III special referees lack subject-matter jurisdiction [**See: EXHIBIT-A**

CHALLENGE TO THE JURISDICTION OF THE COURT

14. **TAKE NOTICE:** that We, the Plaintiffs, Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs"), here by Challenge the Jurisdiction of the Court which is the legal procedure for resolving the issue of judicial authority. This measure is necessary in the light of the fact that the Judicial Officer intends to summarily conduct these proceedings without the Court obtaining my clear and unequivocal Consent to be without a Jury, which is in accordance with the mandates of English Common Law for the administration of Justice – with Justice being "the protection of rights and the punishment of wrongs".

15. This Challenge to the Jurisdiction of the Court is to be. determined by a Special Jury.

CHALLENGE GROUNDS:

16. This Challenge to the Jurisdiction of the Court is made on all grounds, including Subject Matter, Relationship and Competency In any action, both parties must give their clear and unequivocal consent to be without a Jury. Without that consent, the Court has no Jurisdiction to proceed summarily, and the Jurisdiction of the Court must be challenged. This Challenge can only be judged by a Special Jury. Should a Judge or Magistrate disregard or dismiss this Challenge, then he or she is liable to punishment for Contempt of Court, which is "interfering with the administration of Justice, as defined above. Should a Judge or Magistrate disregard or dismiss this Challenge, that is a violation of Due Process and the Rule of Law.

17. Challenge of the Jurisdiction of the Court, and of the Judge necessary regarding to these matters and causes and to prove constitutional judicial standing required for this Court and its Judge(s) before they can proceed one step further, as all proceedings must stop upon a challenge of a court's jurisdiction to hear the case.

18. A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409.

19. "Once challenged, jurisdiction cannot be assumed, it must. Be proved to exist." **Stuck v. Medical Examiners**, 94 Ca 2d 751. 211 P2d 389.The burden shifts to the court to prove jurisdiction." Rosemond v. Lambert, 469 F2d 416.

20. "A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." Norwood v. Renfield, 34 C

329; Ex parte Giambonini, 49 P. 732.There is no discretion to ignore lack of jurisdiction." Joyce v. U.S. 474 2D 215.

21. "Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." Latana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F Supp. 150.

22. "The law provides that once State and Federal Jurisdiction has been challenged, it must be proven." Main v. Thiboutot, 100 S. Ct. 2502 (1980).

23. "A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well-established law that a void order can be challenged in any court". OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

JURISDICTION CANNOT BE WAIVED

24. The principles of waiver, consent, and estoppel do not apply. to jurisdictional issues—the actions of the litigants cannot vest a district court with jurisdiction above the limitations provided by the Constitution and Congress.

25. Attorney Ben N. Miller III special referee The Courts of Appeals have unanimously upheld the constitutionality of 28 U.S.C. § 636(c)(1)." *Id.* at 1948 n.12. [**See: EXHIBIT-A**

26. By order dated November 12, 2015, the Supreme Court of South Carolina has now mandated mediation in all 46 counties in both civil and domestic cases.

IV. I MOVE TO DISQUALIFY ATTORNEY MILLER BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE ATTORNEY:

- **Lack Subject Matter jurisdiction**

27. The Current venue violates procedure. If for any reason,

clerical or otherwise, the case is being handled by the wrong court or a court with no jurisdiction, the venue may be changed to a more suitable court in a different location Once the sufficiency of the affidavit is. determined, such that belief that a fair trial cannot be obtained is justified, a change of venue is mandatory, (**Browning Manufacturing Co. v. Brunson**, 187 S.C. 278, 197 S.E. 311 (1938)), and all the papers relating to the action should be turned over to the nearest magistrate in the county who is not disqualified from hearing the case, so that he may proceed as if the action had been originally filed with him. Section 22-3-920 points out specifically, that only "one such transfer shall be allowed. each party in any case." Changes of venue may be sought for a variety of reasons, from emotional causes of action preventing the drawing of an impartial jury to the personal knowledge or involvement of the magistrate before whom the action was brought, but in every case, the change should only be granted where reasons sufficient to justify a belief that a fair trial is not possible are alleged in the affidavit.

28. THE COURT TAKE JUDICIAL NOTICE The Supremacy Clause of The Constitution of the United States (Article VI, Clause 2) establishes. that the Constitution, federal laws. made pursuant to it, and treaties. made under its authority, constitute the "Supreme Law of the Land", and thus, take priority over any conflicting. state laws, “the federal law will supersede the other law or laws. This is. commonly known as “Pre-emption.”

29. See In re Prudential Ins. Co. America Sales Practice

Litig. Agent, 278 F.3d 175, 181 (3d Cir. 2002). Where bad faith is a necessary predicate for a court to use its inherent authority, an untrue Statement is made in bad faith if the statement was made for a harassing or frivolous purpose. **Byrne v. Nezhat**, 261 F.3d 1075, 1125 (11th Cir. 2001). Bad faith can be inferred where an Attorney knowingly and deliberately makes blatantly incorrect statements. **See Crowe v. Smith**, 151 F.3d 217, 239 (5th Cir. 1998) (Finding adequate support in the record for the conclusion that an attorney acted in bad faith in providing "blatantly incorrect discovery response" counsel Knew to be untrue at that the time it was offered).

30. **"Fraud upon the court"** has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to defile the court itself, or is a fraud perpetrated by officers of The court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." **Kenner v. C.I.R.**, 387F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final."

31. **See: Re: Veg Liquidation**, Inc., 8th Circuit 2018-1786 (July 16, 2019). "A finding of fraud on the court, however, "is justified only by the most egregious misconduct directed to the court itself, such as bribery of a judge or jury or fabrication of evidence by counsel." **Landscape Props., Inc. v. Vogel**, 46 F.3d 1416, 1422 (CA8 1995)."

32. **See: Hunt v. National Mortgage**, 11th Circuit 2018-12348 (July 19, 2019). To warrant relief under Rule 60(b)(2): the evidence must be newly discovered since the trial; material; and the

evidence must be such that a new trial would probably produce a new result.

33. See: Rule 60(b)(3) allows a court to grant relief from a judgment for fraud, misrepresentation, or misconduct by an opposing party. "To prevail on a 60(b)(3) motion, the movant must prove by clear and convincing evidence that an adverse party has obtained the verdict through fraud, misrepresentation, or other misconduct." Cox Nuclear Pharmacy, **Inc. v. CTI, Inc**., 478 F.3d 1303, 1314 (CAll 2007). "Additionally, the moving party must show that the conduct prevented the losing party from fully and fairly presenting his case or defense."

34. Unless enjoined by this Court, Defendant's may destroy, Dispose of, or Foreclosure of the assets of Janet Nelums & Chris Nelums hereinafter before this Court can enter a final judgment. The Defendant's Attorney Ben N. Miller III Chief Executive partner. has stated publicly that part of the Defendant's business strategy is practice has centered on real estate mortgage foreclosures and Create ("Forged deed"), and Fauldulent Create Missing Intervening Assignment of Mortgage. to add insult to injury

35. A Temporary Restraining Order is necessary to preserve the status quo, to prevent the irreparable injury to the public that would result from the destruction, disposal, or Foreclosure of the Plaintiffs, Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs") assets, and to allow the Court to render effective relief if the Plaintiff prevails at trial. Plaintiff would have no adequate remedy at law, and this Court's ability to fashion effective relief would be significantly

impaired, if Ben Mill Jr, special referee proceeds to destroy, dispose of, or Foreclosure of Plaintiffs, Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs"), assets pursuant to an ("Forged deed") was prepared by McKenzie Lybrand, LLP, and / Signed by Attorney Ben N. Miller III on May 13, 2024, that is found, after trial, to be unlawful.

36. Granting the requested preliminary relief will serve the public interest.

37. Court Take Judicial Notice the Supreme Court of South Carolina ADMINISTRATIVE ORDER The power of the circuit court to appoint a referee is governed by Rule 53 of the South Carolina Rules of Civil Procedure. Subsection (b) of the Rule provides only that "causes of action in a case" may be referred under the circumstances listed in the Rule. A discovery dispute is not a "cause of action." **Thus, Rule 53(b) provides no authority for the order of reference in this case**. In matters brought to our attention; the special referee appointed by the circuit court is typically a lawyer.

IT IS SO ORDERED.

s/Donald W. Beatty C.J.
s/John W. Kittredge J.
s/Kaye G. Hearn J.
s/John Cannon Few J.
s/George C. James, Jr. J.

Columbia, South Carolina
June 3, 2021

38. Pursuant to Rule 75, SCRCP, upon receipt of the magistrate's return, the clerk of the Circuit Court to which the appeal is taken shall give notice in writing to the parties that the return has been

filed.

JURISDICTION AND VENUE

39. This action is brought by Plaintiffs pursuant to 42 U.S.C. § 1983 for violations of their constitutional rights arising out of Defendants wrongful Foreclosure Actions and incarceration for more than 17 years.

40. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331and 1343(4) as these cases arises under the Constitution and laws Of the United States.

41. Jurisdiction of this Court is provided by 28 U.S.C. §1331 and §1367 This Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

42. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331and 1343(4) as these cases arises under the Constitution and laws Of the United States

43. Venue is proper in this judicial district under 28 U.S.C. §1391 (a)because Plaintiff and all Defendants reside in this District and all events giving rise to Plaintiff claims occurred within this District.

THE PARTIES

44. Plaintiffs' property is in Richland County, South Carolina. Defendants have conducted business, albeit illegally in this County and throughout the (46) Counties in South Carolina and throughout the United States by filing tens of thousands of fabricated, illegal and unenforceable Promissory Notes, Assignments of Promissory Notes, Affidavits as to loan ownership and Status of Accounts, Mortgages and Assignments of Mortgages. And ("Forged deed"),

DEFENDANTS

45. At all times relevant herein, Defendant Attorney, Ben Mill / special referee, an individual. Mr. Ben N. Miller, III at 1704 Main Street Columbia, South Carolina 29201

46. At all times relevant herein, Defendant Hon, Kristi F. Curtis an individual. The Honourable Kristi F. Curtis 215 North Harvin Street Sumter, SC 29150,

47. At all times relevant herein, Defendant Nelson Mullins Riley & Scarborough LLP is a diversified law Firm doing real estate Services Business in the State of South Carolina Address at 1320 Main Street / 17th Floor Columbia, SC 29201,

48. At all times relevant herein Defendant Matthew A. Abee, an individual is a resident citizen of the State of South Carolina, attorneys Nelson Mullins Riley & Scarborough LLP law firm, Address at 1320 Main Street / 17th Floor Columbia, SC 29201,

49. At all times relevant herein, Defendant Madison C. Guyton, an individual, an individual is a resident. citizens of the State of South Carolina, attorneys Nelson Mullins Riley & Scarborough LLP law firm, Address at 1320 Main Street / 17th Floor Columbia, SC 29201,

50. At all times relevant herein, Defendant Black Knight/ Lender

Processing Services (LPS) represents that 39 of the 50 largest banks in t The United States based on 2007 ratings Use its services. Its teclu1ology solutions include its mortgage processing system (the "MSP") which Processes over 50% of all residential mortgage loans by dollar volume. Its outsourcing services Include "the default management services, which are used by mortgage lenders and servicers to attorneys, trustees and real estate professionals."5 Reduce the expense of managing defaulted loans.... address at: Black Knight Headquarters 601 Riverside Avenue Jacksonville, FL 32204, acting alone or in concert with Others

51. At all times relevant herein, Defendant Richland County is political Subdivision of the State of South Carolina created pursuant to the laws of the State of South Carolina, Richland County its agents, servants, and employees Operated, Maintained, and controlled, The Richland County Sheriffs Department and, Civil Process Division including all Sheriffs Deputies and Employees thereof,

52. At all times relevant herein, Defendant Leon Lott is the current of Richland County, and is sued in His Official Capacity as The Sheriff of The Richland County, South Carolina, Defendant Richland County, Sheriff's Office is a governmental entity/agency existing under the law of the State of South Carolina mentioned in this lawsuit, Defendant Richland County, Sheriff's Office acted and carried on their business by and though their agents,

servants, and/or employees

53. At all times relevant herein, Defendant Sgt. Kyle Kovalchek Investigator Sergeant, Financial Crimes Unit -Richland County Sheriff's Department fail to Investigate Fraud, mentioned in this lawsuit

54. Defendants Richland County and Richland County Sheriff's Department failed to provide proper training to its managers, supervisors, and employees to prevent Fraud. Defendants' failure to train was deliberately indifferent to the rights of employees within their purview.

55. Defendants Sheriff Leon Lott, and Sgt. Kyle Kovalchek created and turned a blind eye to the Fraud and Plaintiff's complaints, and condoned and committed retaliation against Plaintiff.

53. Defendant Richland County Sheriff's Department has engaged in a pattern and practice of discrimination and harassment. Toward the public, these practices are directly and indirectly related to the allegations in this Complaint, including but not limited to allegations and reports that the public has the right to expect efficient, fair, and impartial law enforcement; therefore, any allegation of misconduct by department personnel must be investigated and properly addressed to ensure the maintenance of these qualities.

56. Personnel who engage in serious acts of misconduct or who have demonstrated that they are unfit to handle law enforcement responsibilities must be removed from the department for the protection of the public, fellow employees, and the department.

JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND TRIABLE BY A JURY

Respectfully submitted on this 9 day of September 9, 2024

Janet Louise Nelums Janet Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

CERTIFICATE OF SERVICES

I HEREBY CERTIFY that a copy of the foregoing Plaintiffs **PLAINTIFF'S EMERGENCY MOTION FOR A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION AND CHALLENGE TO THE JURISDICTION OF LOWER THE COURT** of Defendant's ON Monday, was served by email and Certified Registered Letter on September 9, 2024 to the below listed parties:

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcurtissc@sccourts.org

Mr. Warren Stephen Curtis
Curtis & Croft, LLC
PO Box 3220
Sumter, SC 29151-3220
warren@curtisandcroft.com
(803) 778-7404

NELSON MULLINS RILEY & SCARBOROUGH LLP
Matthew A. Abee, SC Bar No. 101100
Madison C. Guyton, SC Bar No.105205
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000
Email: matt.abee@nelsonmullins.com
Email: madison.guyton@nelsonmullins.com

Mr. Ben N. Miller, III
Mckenzie Lybrand, LLP
1704 Main Street
Columbia, South Carolina 29201
bmiller@mckenzielybrand.com
(803) 223-6155

Scott and Corley, P.A
ATTN: Reginald P. Corley
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
Tel: 803-252-3340

Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
and Civil Process Division5623 Two Notch
Road Columbia, S.C. 29223
phone: 803-576-3000.
fax: 803-576-319

Richland County, Sheriff Leon Lott
in His Official Capacity as The Sheriff of
The Richland County Sheriffs Department
ATTN: Sgt. Kyle Kovalchuk
5623 Two Notch Road
Columbia, S.C. 29223
phone: 803-576-3000.
fax: 803-576-319

Respectfully submitted on this 9 day of September 9, 2024

Janet Louise Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

Oct 10 9AM

Richland County Sheriff's Department

SEP 18 2024

AFFIDAVIT OF SERVICE
or NON-SERVICE

Date Entered: 09/17/2024
File Number: C202406594
DSS Number: 0
Foreign Case #:
2017CP4001687

Date _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Plaintiff Attorney	Scott & Corley, P.A. PO Box 2065 Columbia, SC 29202 Phone: (803)252-3340 Work:
Plaintiff	Deutsche Bank National Trust Company , 0
Defendant(s)	Janet L. Nelums Christopher Nelums or current occupants 813 N. Highland Forest Dr. Columbia, SC 29203

PERSONALLY APPEARED Before Me C Pickering, duty sworn says that he/she served, or attempte to serve, the following civil paper(s):

Writ of Assistance 1

on the defendant, Janet L Nelums, ~~Christopher~~ Christopher nelums ,as follows:

(✓) By personally handing the process to the defendant at 813N Highland Forest Dr (Street) Columbia (City), SC on 9/23/24 @ 819AM (Date/Time).

( ) By handing the process to _____ (Name of Person Served/Relationship) at _____ (Street), _____ (City),SC on _____ (Date/Time), a person of suitable age and discretion then residing in the defendant's usual place of abode.

( ) By handing the process to _____ (Name of Person Served/Company Name), the registered corporate agent or officer of the company at _____ (Street), _____ (City), SC on _____ (Date/Time) and leaving him/her a copy.

( ) WAS UNABLE to locate and serve the above process on the defendant, after diligent efforts by checking the City/Telephone Directory, and going to the address given for the defendant, and by questioning persons in the vicinity of the address. THE PROCESS IS RETURNED UNEXECUTED.

(✓) COMMENTS: 10/10/24 @ 9AM Return to do eviction, Tiffany Williams Repesintive determine less than $500 & ~~No one~~ House unoccupied.

Deponent knows the person served to be the defendant and Deponent is not a party to the action.
SWORN TO Before me this

23 day of September, 2024.

Kenneth Coleman
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES _____
P.O. Box 143 Columbia, SC 29202

KENNETH COLEMAN
Notary Public
State of South Carolina
My Commission Expires May 28, 2034

C Pickering
Deputy Sheriff, Richland County
C Pickering 52383

Tiffany Williams

(803 252 3340 (Rossie cooley) Tiffany Williams Heard note

ELECTRONICALLY FILED - 2024 Oct 21 11:24 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

TE OF SOUTH CAROLINA)COURT OF COMMON PLEAS
)
NTY OF RICHLAND)C/A No. 2017-CP-40-01687

tsche Bank National Trust Company, as)
stee for Home Equity Mortgage Loan)
et-Backed Trust, Series SPMD 2002-B,)
e Equity Mortgage Loan Asset-Backed)
tificates, Series SPMD 2002-B under the)
ling and Servicing agreement dated)
tember 1, 2002,)
)
Plaintiff,)
)
)
et L. Nelums a/k/a Janet Nelums;)
istopher Nelums; Imperial Warehouse)
ance, Inc.; and Best Distributing)
pany,)
)
Defendants.)

2021 JUL 19 AM 11:05

HEARING

****

ORIGINAL

Friday, June 4, 2021
10:03 a.m. - 12:08 p.m.

The hearing before the Honorable Jeffrey M. rman, Master-In-Equity for Kershaw County, was en at 304 Hampton Park, Camden, South Carolina on 4th day of June, 2021 before Travis McLeod, Court orter and Notary Public in and for the State of th Carolina.

RECEIVED
JUN 25 2024
S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
BEN N. MILLERIII as Special Referee, Court of Common Pleas Judge

ON WRIT OF CERTIORARI TO THE COURT OF GENERAL SESSIONS

Appeal Case Number: Coming
Lower Court Case No. 2017CP4001687

Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002,

Respondent,

v.

Janet L. Nelums; Christopher Nelums;

Defendants,

Of Which Janet L. Nelums; Christopher Nelums; are the Appellants.

1.
THE NOTICE OF APPEAL

RECEIVED
JUN 25 2024
S.C. SUPREME COURT

NOTICE OF APPEAL

Janet L. Nelums; Christopher Nelums, appeals the order [judgment] of the Honourable BEN N. MILLER III as Special Referee dated May 13, 2024. Appellant received written notice of entry of this order [judgment] on May 19, 2024.

PROOF OF SERVICE OF NOTICE OF APPEAL

I certify that I have served the Notice of Appeal on Respondent Miller by depositing a copy of it in the United States Mail, postage prepaid, on Tuesday, 12 June 2024, addressed to NELSON MULLINS RILEY & SCARBOROUGH LLP, Matthew A. Abee, SC Bar No. 101100 Madison C. Guyton, SC Bar No.105205 1320 Main Street / 17th Floor Post Office Box 11070 (29211-1070) Columbia, SC 29201], and by e-mailing a copy of the Notice of Appeal to Mr. Abee as well. As Mr. Guyton

Tuesday, 12 June 2024

Janet Louise Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com
Appellant pro se litigants

Other Counsel of Record:
NELSON MULLINS RILEY & SCARBOROUGH LLP
Matthew A. Abee, SC Bar No. 101100
Madison C. Guyton, SC Bar No.105205
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000
Email: matt.abee@nelsonmullins.com
Email: madison.guyton@nelsonmullins.com

Mr. Ben N. Miller, III
Mckenzie Lybrand, LLP
1704 Main Street
Columbia, South Carolina 29201
bmiller@mckenzielybrand.com
(803) 223-6155

Jeanette McBride
Richland County Clerk of Court
Richland County Judicial Center
1701 Main Street, Room 205 (29201)
Post Office Box 2766
Columbia, South Carolina 29202

SCOTT AND CORLEY, P.A.
Attorneys and Counselors at Law
Street Address:
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcurtissc@sccourts.org

RECEIVED
JUN 25 2024
S.C. SUPREME COURT

3.
WE CHALLENGED ORDER[S] AND JUDGMENT ON APPEAL

EXHIBIT-A

AO 85 (Rev. 02/17) Notice, Consent, and Reference of a Civil Action to a Magistrate Judge

UNITED STATES DISTRICT COURT

for the

Plaintiff	)	
v.	)	Civil Action No.
Defendant	)	

NOTICE, CONSENT, AND REFERENCE OF A CIVIL ACTION TO A MAGISTRATE JUDGE

Notice of a magistrate judge's availability. A United States magistrate judge of this court is available to conduct all proceedings in this civil action (including a jury or nonjury trial) and to order the entry of a final judgment. The judgment may then be appealed directly to the United States court of appeals like any other judgment of this court. A magistrate judge may exercise this authority only if all parties voluntarily consent.

You may consent to have your case referred to a magistrate judge, or you may withhold your consent without adverse substantive consequences. The name of any party withholding consent will not be revealed to any judge who may otherwise be involved with your case.

Consent to a magistrate judge's authority. The following parties consent to have a United States magistrate judge conduct all proceedings in this case including trial, the entry of final judgment, and all post-trial proceedings.

Printed names of parties and attorneys	*Signatures of parties or attorneys*	*Dates*

Reference Order

IT IS ORDERED: This case is referred to a United States magistrate judge to conduct all proceedings and order the entry of a final judgment in accordance with 28 U.S.C. § 636(c) and Fed. R. Civ. P. 73.

Date:

District Judge's signature

Printed name and title

Note: Return this form to the clerk of court only if you are consenting to the exercise of jurisdiction by a United States magistrate judge. Do not return this form to a judge.

Print Save As... Reset

Janet Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

March 22, 2024

Jeanette McBride
Richland County Clerk of Court
Richland County Judicial Center
1701 Main Street, Room 205 (29201)

Re: Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B;,
v. Janet Nelums & Chris Nelums

Re: Case No: 2017CP4001687

Dear Mr./ Ms. Clerk:

Enclosed herewith please fine the original and one copy of the following:

1. NOTICE OF INTERVENERS BY RIGHT AND CROSS-CLAIMANT S' DEMAND TO COMPEL DISCOVERY AND INSPECTION OF EVIDENCE AND CHALLENGE OF THE JURISDITION OF THE COURT, AND OFTHE JUDGE. Complaint For Declaratory and Injunctive Relief
2. Intervention by Right– Federal Rules, of Civil Procedures, Rule 24(a). Public Law 92-500, Sec. 2, Sec 505(a).Real Parties in Interfor, Federal Rules of Civil Procedures, Rule17(a)(1); Public Law 92-500, Sec. 2, Sec. 510; and 309(d)[see also Civil RICO, 18 U.S.C. §1964]; False Claims Act. 31 U.S.C. §3729: and
3. FRCP Rule 60(b)(4); Public Law 92-500, Sec. 2, Sec 505(a))
4. MOTION FOR PEREMPTORY CHALLENGE AND CHALLENGE OF SUBJECT MATTER AND PERSONAL JURISDICTION
5. A clerk is not permitted to refuse filing a document for form as Required by rule 5.(d)(4) of the Federal Rules of Civil Procedures specifically, state.
6. 5.(d)(4) Acceptance by the clerk. A clerk must not refuse to file A paper solely because it is not in the form prescribed by these rules or by a local rule or practice

Kindly return a time stamped copy of all documents to us. A return envelope Has been provided for this purpose.

Very truly yours

Janet Nelums & Chris Nelums

JN/CN
Enclosed

Pro Se to the Real Parties in Interest,

the people of the United States, Sui Juris

Interveners by Right
All Rights Reserved

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

C/A NO: 2017CP4001687

NOTICE OF INTERVENERS BY-RIGHT AND CROSS-CLAIMANT S' DEMAND TO COMPEL DISCOVERY AND INSPECTION OF EVIDENCE AND CHALLENGE OF THE JURISDITION OF THE COURT, AND OFTHE JUDGE.

ORDER FOR DISCOVERY ATTACHED.

In re
Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B;,

PLAINTIFF,

VS.
Janet Nelums & Chris Nelums
Two of the people of the United States, Article III, Sec. 3,

DEFENDANTS, in ERROR

In re
The people of the United States (the sovereignty) jus soli,
Nunc Pro \Tunc
Civil Cross-claimants,
V.
Black Knight/Lender Processing Services (LPS) a Jacksonville, FL Corporation, a person in its individual capacity, State Bar of South Carolina in its individual Capacity, State of South Carolina, In the Court of Common Pleas County of Richland, Nelson Mullins Riley & Scarborough LLP, is a S.C. professional A person in its individual capacity; Matthew a Abee a foreign person in its individual capacity. Jeanette McBride a foreign person in its Individual capacity; Hon, Kristi F. Curtis a foreign person in its individual capacity, Hon, Ben Miller a foreign person in its Individual capacity, Adrienne L. Turner foreign person in its individual capacity

DEFENDANTS

Intervention by Right– Federal Rules, of Civil Procedures, Rule 24(a). Public Law 92-500, Sec. 2, Sec 505(a). Real Parties in Interest, Federal Rules of Civil Procedures, Rule17(a)(1); Public Law 92-500, Sec. 2, Sec. 510; and 309(d)[see also Civil RICO, 18 U.S.C. §1964]; False Claims Act, 31 U.S.C. §3729; and

(ATTACHMENTS)

INTERVENORS MOTION FOR DISCOVERY AND INSPECTION OF EVIDENCE

The people of the United States, interveners by right, moves this court of record and Honorable Judge, including all officers of the court, to take. mandatory judicial notice of this Notice of Interveners by Right and the people of the United States' Demand to Compel Discovery and Inspection of Evidence and Challenge of the Jurisdiction of the Court, and of the Judge in its every point on and for the official public record. Comes now the people of the United States and Janet Nelums & Chris Nelums: Two of the people of the United States, Sui Juris, real party in interest (hereinafter; "the people of the United States") in the above styled and numbered cause, having stood as one of the people of the United. States as contemplated in the Preamble to the Constitution for the United States of America (1789) and here in the above-entitled court of record, motions to move this Court to provide discovery and inspection of each of the following items in the matter of Cause **Case C/A NO: 2017CP4001687 -** which was lawfully removed to a superior court of competent jurisdiction in the matter by "defendant" IN ERROR. But due to this Court's failure to remove the matter as ordered, the people of the United States hereby admit into the court of public. record as Evidence in its entirety this Notice of Interveners by Right and The people of the United States' Demand to Compel Discovery and Inspection of Evidence and Challenge of the Jurisdiction of the Court, and of the Judge necessary regarding these matters and causes and to prove constitutional judicial standing required for this Court and its Judge(s) before they can proceed one step further, as all proceedings. must stop upon a challenge of a court's jurisdiction to hear the case.

See: Fed. R. Civ. P.] 53(e) — magistrate's findings of fact are final, but

legal rulings have no binding force.

1. This is official public notice to the Court of Public Record and all officers of this court including, but not limited to the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND Honorable Judges of said court, Judge Hon. Kristi F. Curtis, and Hon, Ben Miller special referee, each individual employed with this Court that is operating as: Court Administrator, District Attorney, Deputy District Attorney, Clerk of the Court, as well as any other "JUDGE ATTORNEY, "PRO TEMP", "NOTARY" "COURT REPORTER", "MAGISTRATE", "COMMISSIONER", "BAILIFF" "WITNESSES", "POLICE OFFICERS", "SHERIFF", Hereinafter collectively "Officers of the court", and their principal the "HONORABLE MAYOR" of the City of Columbia located in the County of Richland County Judicial District, at a minimum all the "Respondents "as defined above, and all. other "persons" that wish to preside or involve. themselves in this matter.

2. The people of the United States acting through their South Carolina Supreme Court of record proceeding according to the common law, having competent and final jurisdiction in this matter, issued an Order TO COMPEL DISCOVERY to the Clerk of this Court, attached and fully incorporated herein, to move the Court of public record and the Judges of this court to order all above defined officers of this court and anyone involved in this matter that has proof and or evidence in this.

matter, to produce said proof and or evidence of Counterclaimant's. constitutional Pro Se by Friday 5:00 p.m., the 22nd day of March, 2024, the days after this Courts unlawful hearing was scheduled for On September 21, 2023, at 2:pm Defendant Judge Hon, Kristi F. Curtis, an individual Bar #:8595, Case No: 2017CP4001687 Deutsche Bank National Trust Company et al V. Christopher Nelums et Jeanette W. McBride Richland County Clerks of Court lack subject-matter jurisdiction under 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED **See EXHIBIT-A, FRAUD UPON THIS COURT,** pursuant to S.C. Code Ann. § 17-21-80, S.C. Code Ann. §§ 22-3-10, and 22-3-20. Section 22-3-10, as limited by § 22-3-20, when the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND in **C/A NO: 2017CP4001687** , Lack Subject-Matter Jurisdiction under. **S.C. § 636(c)(1), § 636(c)(2),** Void action., STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND Dated September 21, 2023, at 2:pm, herein without further order of the court, and without subject matter Jurisdiction and the amount in controversy the sum of **$ $12,000.00,** The Honorable Kristi F. Curtis, W. McBride Richland County Clerks of Court lack subject-matter jurisdiction under 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2), The Honorable Kristi F. Curtis, vacated his bench on September 21, 2023, at 2:pm, Lack of Subject-Matter Jurisdiction under. **S.C. § 636(c)(1), § 636(c)(2)**, Void action., proof and or evidence related to this matter that the above defined persons may have, more. specifically, to prove lawful jurisdiction of this court and this

court's judge that authorized them to proceed in this matter, for inspection, to include. copying and/or photographing of each of the answers to each of the following 20 elements of discovery defined is demanded to wit.

3. Provide true and correct copies of originals of any and all affidavits lawfully executed by an injured party, confession, declaration, testimony, video, audio, documents, papers, books, accounts, certifications, letters, photographs, registrations, objects, or tangible things not privileged, which constitute or contain evidence material to any matter involved in this action and which are in the possession, custody, or control of the ATTORNEY(s), Witnesses, the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND or any of its AGENCIES, AGENTS, or POLITICAL SUBDIVISIONS THEREOF. attached and signed under penalty of perjury on and for the official public record.

4. All names of any witness for The STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, qualified to testify against the people of the United States, and all names of all judges, magistrates, or commissioners who are not 'disqualified' from acting like a judge pursuant to South Carolina. Constitution, Article 6. section 18(a), on and for the official public record.

5. A true and complete copy of the original alleged contract, with wet ink signatures, between the people of the United States and the STATE

OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, or any political subdivisions thereof may have. Law confirms that for the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND or any political subdivisions, thereof, to have "standing "to bring a claim against one of the people of the United. States, there must be either an injured party, damaged property, or a Valid contract between the people of the United States and the STATE, COUNTY, CITY and or the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, to qualify standing. If the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, this Court and or any political subdivision thereof has a valid lawful contract between the people of the United States and them, showing the people of the United States surrendered. subject matter and personal jurisdiction to them, let. them bring it forward for the people of the United States' inspection, or immediately VOID all charges against the people of the United States AT ONCE!

6. A true and complete original and or certified copy of the criminal record of the Attorney(s) of record, Judge(s), Magistrate(s), Pro Temp(s), Commissioner(s), witnesses, grand jurors, as well as all officers of the court involved in the above defined matter, on and for the official public. record.

7. A true and complete certified copy of all oaths, commissions, as

well as the Bonds of all officers of the COURT, including, but not limited. to, all DEPUTIES, COURT CLERKS, JUDGES, MAGISTRATES, ATTORNEYS of record and all JUDGES, MAGISTRATES, PRO TEMS OR COMMISSIONERS, and officers of the court that have or may decide to involve themselves in this matter appointed or elected, signed under private notary jurat, under penalty of perjury, on and for the official public record.

8. True and correct copies of the Respondents "employee's pay stub, "and the "sewer and water bill" for the courthouse and Respondents' private residences for the last three months for every Respondent above defined, attached, and signed under private notary. jurat, under penalty of perjury, on and for the official public record.

9. True and correct copies of the documented proof of claim of injury via affidavit of the injured party, signed under penalties of perjury, with all immunities waived, from the Judges of this court, Attorneys of record, STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, as well as this Court And all officers of the court, signed. under private notary jurat, under Penalty of perjury, on and for the official public record.

10. A true copy of your Certificate of Constitutional Authority signed and sealed by the Secretary of State for all JUDGES,

MAGISTRATES, COMMISSIONERS, PRO TEMPS, ATTORNEYS, and officers of the court, in this matter, signed under private notary jurat, under penalty of perjury, on and for the official public record.

11. A true certified copy of the 401 Certificate of Compliance, signed and sealed by the Director of the State Department of Public Health proving the lawful compliance with standards and limitations. congressionally mandated under, at a minimum, sections 306 and 307 for all BAILIFFS, JUDGES, MAGISTRATES, COMMISSIONERS, PRO TEMPS, ATTORNEYS, CITY MAYORS, CITY POLICE, officers of the court, and witnesses involved in this matter, signed under private notary. jurat, under penalty of perjury, on and for the official public record

12. That to qualify to have good faith standing to be before the above-entitled court, Respondents must be provided your true certified copy of the congressionally mandated 401 Certificate of Compliance, signed and sealed by the State Director of the Department of Public Health, proving lawful compliance with standards and limitations. congressionally mandated under, at a minimum, sections 306 and 307 for all officers of the above-entitled MUNICIPAL COURT, JUDGES, MAGISTRATES, COMMISSIONERS, PRO TEMS, NOTARIES, ATTORNEYS, MAYORS, and POLICE, the employing-MUNICIPALITY, THE STATE, and all other officers of the court and witnesses involved in this matter who are all subject to federal, state, and local law, signed. under private notary

jurat, under penalty of perjury, on and for the official public record.

13. A true certified copy of the records mandated under section 308 identifying the technology serving your home and courthouse. incompliance with mandatory standards and limitations established. undersection 306 and 307, and a permit condition under section 402(k), evidence each of the Respondents 'good faith / good behavior compliance with federal public health and welfare laws, for all witnesses, JUDGES, MAGISTRATES, COMMISSIONERS, PRO TEMS, ATTORNEYS, and officers of the court involved in this matter, signed under private notary. jurat, under penalty of perjury, on and for the official public record.

14. The Honorable Kristi F. Curtis United States Magistrate Judge / ATTORNEY, as well as any JUDGE, MAGISTRATE, CLERK, PROTEMPORE or COMMISSIONER, that involves him or herself in this matter, produce their delegation of constitutional judicial authority, certified and sealed by the Secretary of State, signed under penalty of perjury, on and for the official public. record.

15. The chronological case summary, record of judgments and orders (order book); and indexes related to this case, on and for the official public record.

16. The Attorney(s) of record appearance form having their License to Practice signed and sealed by the Secretary of State

attached, complete with the corporate charter for the legal entity Janet Nelums & Chris Nelums , which shall be filed in this court, signed under private notary jurat, under penalty of perjury, on and for the official public record.

17. All "CUSIP" number(s) tied to this cause, which will show. that this court and or officers of the court, are profiting off this case and it is trading on the ("Stocks") – **BLOOMBERG STOCK MARKET**, on and for the official public record.

18. The foreign agent's registration certificate, as required under the Foreign Agents Registration Act as codified under the United States Codes, §612 et seq., signed and sealed by the United States Secretary of State showing that this court and all officers of the court are foreign agents lawfully registered to do business in the courts of the United. States, on and for the official public record

19. Provide a certified copy of the registration certificate from the above defined State's Secretary of State, showing that this court and all officers of the court are lawfully registered to do business in the State of South Carolina, on and for the official public record.

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a. Victor Rabinowitz et. al. v. Robert F. Kennedy, 376 US 605.

CONCLUSION

20. In support of this Motion, the people of the United States

would show that the items and information requested, are within the exclusive control and custody of the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEA, COUNTY OF RICHLAND, ATTORNEY'S OF RECORD, or one of its AGENCIES, AGENTS or POLITICALSUBDIVISIONS THERE OF; the items are not privileged, and that, absent such discovery, the people of the United States', rights under South Carolina State Constitution; and the Bill of Rights Amendment Articles IV, V, VI, and XI of the Constitution for the United States of America (1789), have been and still are continuing to be violated, as well as trespasses of the people of the United States' Rights to live, liberty, and property, absent Due Process of Law, additionally have been and still are continuing to be violated. Further, failure to answer each element of this instrument demanding discovery by above-defined persons, and REMOVE THIS CASE immediately, would (1) be a gross breach of your fiduciary duty owed the people of the United. States and would justify a constitutional tort action and civil cross- claim. against cross-defendants, et al., at the people of the United States discretion, and (2) effects the Court's jurisdiction accordingly, and confirms cross-defendants, et al., absolute lack of standing in any court, and (3) may justify a criminal complaint to be immediately filed with a competent grand jury having the Supreme authority of the people of the United States to issue indictments. Accordingly, failure for this Court of execute the Inspection of Evidence

and Challenge of the Jurisdiction of the Court, today in honor of the constitutionally. guaranteed Right of the people of the United States would be malfeasance, breach of Oath. and duty, obstruction of justice to constitute a fraud upon the court, a fraud upon the judge, and fraud upon all officers of this municipal Court, confirming partiality of this Court and justifying Cause of Action for Removal to Proper court having competent jurisdiction in the matters. So, it be Ordered!

WHEREFORE, PREMISES CONSIDERED, and in the interest of fairness and justice, promotion of the general welfare and health of the people of the United States as is the standard of justice mandated by Congress assembled on pursuant to the Preamble to the Constitution for the United States of America, and the environmental peace, the people of the United States do DEMAND these herein defined unlimited. elements of Motion for Discovery and Inspection each be answered. ACCORDINGLY, the attorney of Record is HEREBY ORDERED to answer.

TAKE NOTICE that pursuant to section 504, this matter is DECLARED. AN EMERGENCY and the answer shall be served upon and in the Hands of Constitution Pro 'se for the people of the United State and Filed with this Court by close of business on March 22, 2024, also Janet Nelums and Christopher Nelums, by rule of the South Carolina Supreme Court Scott and Corley, P.A. attorneys and counselors at Law Lack of Subject-Matter Jurisdiction under. **S.C. § 636(c)(1), § 636(c)(2)**,

JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND TRIABLE BY A JURY

Respectfully submitted on this 22nd day of March, 2024

Janet Louise Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

CERTIFICATE OF SERVICES

I HEREBY CERTIFY that a copy of the foregoing Plaintiffs NOTICE OF INTERVENERS BY RIGHT AND CROSS-CLAIMANT S' DEMAND TO COMPEL DISCOVERY AND INSPECTION OF EVIDENCE AND CHALLENGE OF THE JURISDITION OF THE COURT, AND OFTHE JUDGE. of Defendant's on Thursday, was served by email and Certified Registered Letter on March 20, 2024, to the below listed parties:

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcurtissc@sccourts.org

Mr. Warren Stephen Curtis
Curtis & Croft, LLC
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Sumter, SC 29151-3220
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NELSON MULLINS RILEY & SCARBOROUGH LLP
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Environmental Justice and Enforcement
U.S. Attorney's Office
Attn: Johanna Valenzuela, Justice Coordinator
District of South Carolina
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The United States
ATT: Adair Ford Boroughs
U.S. Attorney
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The Honorable Daniel J. Rickenmann
1737 Main Street
Columbia, SC 29201
803-447-9768
Mayor@columbiasc.gov

SC Secretary of State's Office
1205 Pendleton Street
Suite 525
Columbia, SC 29201

Jeanette McBride
Richland County Clerk of Court
Richland County Judicial Center
1701 Main Street, Room 205 (29201)
Post Office Box 2766

Columbia, South Carolina 29202

JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND TRIABLE BY A JURY

Respectfully submitted on this 22 day of March, 2024.

Janet Louise Nelums
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Pro Se to the Real Parties in Interest,
the people of the United States, Sui Juris

Interveners by Right
All Rights Reserved

ENVIRONMENTAL DISTRICT COURT ENVIRONMENTAL

DISTRICT OF THE UNITED STATES OF AMERICA,

SOUTH CAROLINA, COLUMBIA DIVISION

The people of the United States (the sovereignty) jus soli, Nunc Pro Tunc. **Claimants,** VS. Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset Backed Certificates, Series SPMD 2002-B;, **Respondents.**	NOTICE OF VOID ORDER FOR FRAUD. NOTICE OF VOID JUDGMENT FOR FRAUD. NOTICE OF FRAUD UPON THE COURT. NOTICE OF FRAUD UPON THE JUDGE. NOTICE OF DISQUALIFICATION. ORDER TO JUDGE TO CEASE ACTING AS A JUDGE. ORDER TO CLERK TO REMOVE CASE. ORDER TO COUNTY CLERKS TO ORDER TO SHOW CAUSE. ORDER TO COMPEL DISCOVERY. [SERVED UPON THE CLERK OF THE IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND, **C/A NO: 2017CP4001687]** **FRCP Rule 60(b)(4); Public Law 92-500, Sec. 2, Sec 505(a))**

STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND, C/A NO: 2017CP4001687 -- SCILICET: JUDGES, ALL OFFICERS OF THE COURT, CLERKS, COMMISSIONERS, OF THE COUNTY OF RICHLAND, SHERIFFS, BAILIFFS, MAYOR OF THE CITY OF RICHLAND COUNTY, AND ALL PERSONS ACTING IN CONCERT WITH YOU:

COMES NOW THE ABOVE-ENTITLED COURT[2] OF RECORD[3] OF The people of

the United States 4(without the "United States"5) on its own motion,

notices and orders6 as follows:

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[1]"The Oath of office is a quid pro quo contract" Davis v. Lawyers Surety Corporation, 459 S.W. 2nd. 655, 657., Tex. Civ. App. and/or cf. (U.S. Const. Art. 6, Clauses 2 and 3,) in which County Authorities, officials, or officers of the government pledge to perform (Support and uphold the organic United States and State Constitutions) in return for substance (wages, perks, benefits). Proponents are subjected to the penalties and remedies for Breach of Contract [c f. conspiracy under Titled 28 U.S.C. Sections 241, 242, treason under the Constitution at Article 3, Section 3., and intrinsic fraud as per Auerbach v. Samuels., 10 Utah 2nd. 152, 349 P. 2nd. 1112, 1114., and Alleghany Corp v. Kirby. D.C.N.Y. 218 F. Supp. 164, 183., and Keeton Packing Co. v. State., 437 S.W. 20, 28.

[2] A supreme court of record of the people of the United States authorized pursuant to the rights retained by the people as defined in the Preamble of the Constitution for the United States; confirmed under the Bill of Rights Amendment Article six and X; and further authorized by a Congressional Act, Public Law 92-500 Federal Water Pollution Control Act Amendments of 1972, Sec. 9. ENVIRONMENTAL COURT. "It remains rudimentary law that "[a]s regards all courts of the United States inferior to this tribunal, two things are necessary to create jurisdiction, whether original or appellate. The Constitution must have given to the court the capacity to take it, and an act of Congress must have supplied it. "[Emphasis in original.] *Finley v. United States,* 490 U.S. 545 (1989)
COURT. The person and suit of the sovereign; the place where the sovereign sojourns with his regal retinue, wherever that may be. [Black's Law Dictionary, 5th Edition, page 318.]
COURT. An agency of the sovereign created by it directly or indirectly under its authority, consisting of one or more officers, established and maintained for the purpose of hearing and determining issues of law and fact regarding legal.

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

1. NOTICE OF VOID ORDER FOR FRAUD![8]
2. NOTICE OF VOID JUDGMENT FOR FRAUD! NOTICE OF
3. FRAUD UPON THE COURT AND DEMAND TO
4. CEASE! NOTICE OF FRAUD UPON THE JUDGE AND

5. DEMAND TO CEASE! NOTICE OF DISQUALIFICATION OF
6. JUDGE AND DEMAND TO STAND DOWN! ORDER TO JUDGE
7. TO CEASE ACTING AS A JUDGE! ORDER TO CLERK TO
8. REMOVE CASE TODAY OR BE JOINED TO THE ACTION!
9. ORDER TO CLERK OF COURT TO SHOW CAUSE! ORDER
10. COMPELLING DISCOVERY ON ALL OFFICERS OF THE COURT!

11. THAT ALL TRESPASSES, BARRATRY, TYRANNY, EXTORTION, INTERFERENCE WITH INTERSTATE COMMERCE, AND FRAUD BY THE ABOVE NAMED TYRANTS11, HEREINAFTER COLLECTIVELY "ENVIRONMENTALTERRORISTS"12), SHALL CEASE AND DESIST; AND THE CLERK OF THE COURT EXECUTE ACCORDING TO HER FIDUCIARY DUTY TO THE PEOPLE AND

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rights and alleged violations thereof, and of applying the sanctions of the law, authorized to exercise its powers during law at times and places previously determined by lawful authority. [Isbill v. Stovall, Tex.Civ. App., 92 S.W.2d1067, 1070; Black's Law Dictionary, 4th Edition, page 425]

3 COURT OF RECORD. To be a court of record a court must have four characteristics and may have a fifth. They are:

A. A judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it [Jones v. Jones, 188 Mo. App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689] [Black's Law Dictionary, 4th Ed., 425, 426]

B. Proceeding according to the course of common law [Jones v. Jones, 188 Mo. App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v.

Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689][Black's Law Dictionary, 4th Ed., 425, 426]

C. Its acts and judicial proceedings are enrolled, or recorded, for perpetual memory and testimony. [3 Bl.Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C. Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D. C. Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231]

D. Has power to fine or imprison for contempt. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C. C. Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C. Ga., 37 F. 488, 2 L.R.A. 229; Heiningerv. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.][Black's Law Dictionary, 4th Ed., 425, 426]

E. Generally, possesses a seal. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C. Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C. Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.][Black's Law Dictionary, 4th Ed., 425, 426]

4 As contemplated in the Preamble to the Constitution for the United States of America

5 A foreign franchised private municipal Federal Corporation of Washington D.C. foreign to the people of the United States of America. "The government of the United States is a foreign corporation with respect to a state" [the people of the United States In re Merriam , 36 N. E. 505, 141 N. Y. 479, affirmed 16 S. Ct. 1073, 163 U.S. 625, 41 L .Ed. 287.

"The only inherent difference ordinarily recognized between superior and inferior courts is that there is a presumption in favor of the validity of the judgments of the former, none in favor of those of the latter, and that a

superior court may reshown not to have had power to render a particular judgment by reference to its record. Ex parte Kearny, 55 Cal. 212.

Note, however, that IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND is the name of a particular court. But when a court acts by virtue of a special statute conferring jurisdiction in a certain class of cases, it is a court of inferior or limited jurisdiction for the time being, no matter what its ordinary status may be. Weidenfeld v. Superior Court, 117 Cal. 348, 49 Pac. 210; Cohen Barrett, 5 Cal. 195" 7 Cal. Jur. 579

7 The very meaning of 'sovereignty' is that the decree of the sovereign makes law. [American Banana Co. v. United Fruit Co., 29 S. Ct. 511, 513, 213 U.S. 347, 53 L. Ed. 826, 19 Ann. Cas. 1047.] The people of this State, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the King by his prerogative. [Lansing v. Smith, 4 Wend. 9 (N.Y.) (1829), 21 Am. Dec. 89 10C Const. Law Sec. 298; 18 C Em. Dom. Sec. 3, 228; 37 C Nav. Wat. Sec. 219; Nuls Sec. 167; 48 C Wharves Sec. 3, 7.]

8 Any judicial record may be impeached by evidence of a want of jurisdiction in the Court or judicial officer, of collusion between the parties, or **of fraud in the party offering the record**, in respect to the proceedings. [California Code of Civil Procedure, Section 1916]

9 Sovereign immunities guaranteed all people as one of the United States [of America] from trespass by aliens and foreigners pursuant to the Constitution Amendment Article XI. Aliens and foreigners are members of the Roman Curia, i.e. employees of corporations, franchises, American Society of Civil Engineers, and BAR associations. As of September 1st , 2013, members of the Roman Curia lost all immunity from collateral attack, suits for trespass upon Rights of the people of the United States. Papal Decree of July 11, 2013.

10 Webster's 1828 Dictionary: BAR'RATRY, n. The practice of exciting and encouraging lawsuits and quarrels. Bouvier's Law Dictionary, 1856: BARRATRY, crimes. In old law French barat, barratries, signifying robbery, deceit, fraud. In modern usage it may be defined as habitual moving, exciting, and maintaining suits and quarrels, either at law or otherwise. 1 Inst. 368; 1 Hawk. 243.

11 As contemplated in the Declaration of Independence, July 4, 1776.

12 As contemplated in Section 802 of the USA PATRIOT Act (Pub. L. No. 107-52); 42 U.S.C.A. Sec. 262a and 7 U.S.C. A. Sec. 8401

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

REMOVE C/A NO: 2017CP4001687 AS NOTICED AND REQUIRED BY LAW, WITHOUT FURTHER DELAY, IN THE INTEREST OF JUSTICE.

1. Therefore, if the above orders are not obeyed, then no later. than ten (10) days following the Certified Mail. 'Filed' stamp on the date mailed, the above defined Clerk shall show cause to this court why these orders should not take effect or should be modified, or why you should not be held in contempt of court and additionally joined as an adverse party to this action at law.

2. To qualify your standing in this court, your cause shall consist of at minimum, 1) present the congressionally mandated "401Certification of Compliance" and 2) a certified copy of your records you are individually required to maintain under section308, proving your compliance with a permit requirement required under section 402(k) as evidence of your compliance with Public Law 92-500 Federal Water Pollution Control Act Amendments of1 972, Sec 2.and sections 301, 306, and 307 at minimum.Each officer of the court is BOUND to answer each of twenty (20) elements of the motion to compel discovery hereto

attached and incorporated here in its entirety. The officers of the court will no later than ten (10) days following the Certified Mail 'Filed' stamp on the date mailed. Failure to answer each element of discovery will constitute your admission to the fraud associated with that element. You agree your silence, as admission to all claims, shall be accepted as qui non negotiator, a Maxim of Law that means "he who does not deny, admits." Absent settlement agreements, judgments will ensue.

3. The court, mindful of the bad faith activities of the parties and the importance of the administration of justice, will liberally construe the facts and evidence presented prejudgment.

4. THIS ORDER IS NOT A MOTION OR MOVING PAPER, but an order from the above-entitled court of record **C/A NO: 2017CP4001687**-of the people of the United States who have intervened on. behalf of Janet Nelums & Chris Nelums ; one of the people of the United States of America and a people13 of South Carolina, hereinafter "The people of the United States," to the Clerk of the STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, all Judges of the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, Attorneys 2 of record, the Board of Supervisors (Commissioners) for the political subdivision of the franchise municipal utility, incorporated and doing business as The State of South Carolina, and doing business as the State licensed private corporation of the County of RICHLAND, Clerks of The County of RICHLAND, the Sheriff of RICHLAND County, the Mayor Of the franchise municipal sewer utility doing business as the City of Columbia, and all the people acting in

concert with them.

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[13] "People" is either singular or plural. People in this instance is the people of the United States as contemplated in the Preamble of the Constitution for the United States of America who ordained and established the Constitution for the United States of America (1787), and of which has only thirteen lawfully ratified Articles of Amendment (1819).

[14] All Bar Attorneys - Attorneys- in the U.S. owe their allegiance and give their solemn oath in pledge to the Crown Temple, realizing this or not. This is simply due to the fact that all Bar Associations throughout the world are signatories and franchises to the international Bar Association located at the Inns of Court at Crown Temple, which are physically located at Chancery Lane behind Fleet Street in London. Although they vehemently deny it, all Bar Associations in the U.S., such as the American Bar Association, or Minnesota Bar Association, are franchises to the Crown, i.e. foreign to America, and therefore **foreign** to the **Constitution for the United States of America** and foreign to the people of the United States. This includes all judges of the courts of the United States

[15]...our justices, sheriffs, mayors, and other ministers, which under us have the laws of our land to guide, shall allow the said charters pleaded before them in judgement in all their points, that is to wit, the Great Charter as the common law...

[Confirmation Cartarum, November 5, 1297, Sources of Our Liberties Edited by Richard L. Perry, American Bar Foundation]

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

1. The people of the United States (without the "United States" municipal franchise federal corporation), as contemplated in the Preamble of the Constitution for the United States of America, are.

"Joint Tenants in the Sovereignty16," and "people of South Carolina pro tunc." The people of the United States, as Joint Tenant in the Sovereignty, has the prerogative of claiming Sovereign Immunity17 in cases such as this one18 and does so claim.

2. This extraordinary attack upon one of the people of the United States and lawfully commissioned state officials 19 of the court of one of the people of the United States by above defined persons operating in concert with each other 20, more specifically identified as employees of a private franchised corporation 21 doing business as "T he State of South Carolina", acting to impersonate a constitutional state government of the people, but NOT; and their agents operating as corrupt members of a foreign communist organization doing business as South Carolina State BAR Association, impersonating lawful. constitutional Pro 'se, but NOT; and a corrupt member of said South Carolina State Bar Association, acting to impersonate a "Judge." having Article III, judicial authority under the Constitution for the United States of America, while being automatically disqualified from acting as a Judge pursuant to South Carolina Constitution, Article 6., Section 18(a)22. ; a complicit so-called "Clerk of the STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS, County of Richland" (Clerk); and complicit "Clerks of the for the district of South Carolina, Recorder's Office, County of Richland", in concert with each other, collectively and individually conspire to dishonor and trespass upon the people of the United States. Such bad behavior constitutes overt acts.23, committed against the constitutionally guaranteed Amendment Article V. Rights to life, liberty, and property, absent Due Process of Law (due process).

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16 The people of the United States, the author and source of law in

America, creator of Congress and the national government, in whose name and by whose authority Congress publish, on July 4, 1776, *The unanimous Declaration of the thirteen United States of America*, who ordain and establish, on March 4, 1789, the *Constitution for the United States of America*, and in whom all political power inheres, i.e., "The people of the United States" (without the "United States"), are joint tenants in the sovereignty (hereinafter the "Joint Tenants in the Sovereignty"), in contradistinction to Congress, who exercise sovereign authority as well, but only in territory and other property belonging to the United States (a corporation); to wit:

3. The same feudal ideas run through all their jurisprudence, and constantly remind us of the distinction between the prince and the subject. No such ideas obtain here; at the Revolution, the sovereignty devolved on the people, and they are truly the sovereigns of the country, ...; the citizens of America are equal as fellow citizens, and as joint tenants in the sovereignty. [Underline emphasis added.] *Chisholm v. Georgia*, 2 U.S. 419, 471 (1793).

4. Sovereignty itself is, of course, not subject to law, for it is the author and source of law; but, in our system, while sovereign powers are delegated to the agencies of government, sovereignty itself remains with the people, by whom and for whom all government exists and acts. *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886)

17 "The judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the [people of the] United States by citizens of another state, or by citizens or subjects of any foreign state." Bill of Rights Amendment Article XI of the Constitution for the United States of America. "The people of this state do not yield their sovereignty to the agencies which serve them." South Carolina Government Code,

Section; see also South Carolina Government Code Section]

18"Except as provided in subsection (b) of this section, any citizen may commence a civil action on his own behalf —

"(1) against any person (including (i) the United States, and (ii) any other governmental instrumentality or agency to the extent permitted by the eleventh amendment to the Constitution) who is alleged to be in violation of (A) an effluent standard or limitation under this Act..." Public Law 92-500, Sec. 2. Federal Water Pollution Control Act, Title V, GENERAL PROVISIONS, CITIZEN SUITS, Sec. 505, an Act of Congress assembled October 18, 1972

19 Unlimited right to contract pursuant to the Constitution for the United States of America (March 4th, 1789), Article I, section 10, clause 1 . Violation of this constitutionally guaranteed right is a "Constitutional Tort."

20 **See R.I.C.O. 18 U.S.C. §1961 et seq**

21 Corporation is "engaged in commerce" under RICO "when it is itself 'directly engaged in the production, distribution, or acquisition of goods and services in interstate commerce.'" United States v. Robertson, 115 S. Ct. 1732 (1995) (per curiam) (quoting United States v. American Build. Maintenance Indus., 422 U.S. 271, 283 (1975)).Any corporation employing BAR members, the National BAR Association, an interstate body, and operating as affranchised sewer utility, franchised under the 'franchising' United States municipal corporation, is actively involved in "interstate commerce."

22 A judge is disqualified from acting as a judge when there is information that he/she is committing crimes punishable as felonies under federal law. See California Constitution, Article 6, section 18(a). Also see United States Codes, Title 33§1319(c) Criminal penalties, (3) Knowing

endangerment. Knowing endangerment due to the doctrine that "anyone who has taken an oath to uphold the law is deemed to know the law." 23 Organic Constitution for the United States of America, Article III, Section 3. **Treason** against the United States shall consist only in levying War against them, or in adhering to their Enemies, giving them Aid and Comfort. No Person shall be convicted of **Treason** unless on the Testimony of two Witnesses to the same overt Act, or on Confession in open Court.

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

21. As one of the people of the United States, The people of the United States was accused a"defendant" in an bankruptcy Court" not of record and not proceeding according to the common-law.24 Pursuant to her lawful right to challenge the jurisdiction of the bankruptcy Court, hereinafter "Kangaroo Court, "she served the Clerk with a lawful NOTICE OF REMOVAL 25 of the Kangaroo Court's case number 3:20-BK-03908 on, 2021, to a competent court of record that proceeds according to the common law and having final jurisdiction in the matter. 26 It is because of these criminal trespasses upon the guaranteed due process rights by the above defined imposters and Clerks, and others acting in concert against the people of the United States, this atypical method of dealing with the Fraud on the Judge and the Fraud Upon the Court is required.

22. THE STATUS OF THE PEOPLE OF SOUTH CAROLINA, AS THE SOVEREIGNS OF THE STATE OF SOUTH CAROLINA, IS A NONJUSTICIABLE POLITICAL QUESTION 27 UPON WHICH THE JUDGES, CLERKS, OFFICERS OF THE SOUTH CAROLINA COURTS 28, AND CLERKS OF THE SOUTH CAROLINA COUNTIES-46 MAY NOT TRESPASS.3

23. No disrespect is intended toward the magistrates 31 of the

OF RICHLAND acting as a judge during times of good behavior, for they are the mirror 32 of the sovereign people of South Carolina: the people's agents. If they are on the bench, the people of South Carolina can never be unsuited or fail to appear in court. 33 However, when judges of the State of South Carolina are operating and committing war crimes against humanity in genocide, knowingly and wantonly. poisoning the people of South Carolina drinking waters in conspiracy with others, they are not acting as a judge during times of good behavior as mandated by the Constitution for the United States of America, Article III, Clause 1., and pursuant to the South Carolina Constitution, Article 6., 18(a), are **DISQUALIFIED FROM ACTING AS A JUDGE 34 and an INDICTMENT FOR THEIR ARREST, INCARCERATION, AND CRIMINAL PROSECUTION IS IN ORDER.**

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24 Kangaroo court: 1. A self-appointed tribunal or mock court in which the principles of law and justice are disregarded, perverted, or parodied. . .. 2. A court or tribunal characterized by unauthorized or irregular procedures, esp. so as to render a fair proceeding impose sable. 3. A sham legal proceeding. Black's Law Dictionary 7th ed., p. 359 25 "Where a Court has jurisdiction, it has a right to decide every question which occurs in the cause; and whether its decision be correct or otherwise, its judgment, until reversed, is regarded as binding in every other Court. But, if it acts without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to a recovery sought, even prior to a reversal, in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers."

Elliott v Peirsol , 1 Pet. 328,340, 26 U.S. 328, 340, 7L.Ed. 164 (1828); Court may not proceed, 37 US 657, 718, 719.mht.

[26] Any person who knowingly violates section 1311, 1312, 1313, 1316, 1317, 1318, 1321(b)(3), 1328, or 1345 of this title, or any permit condition or limitation implementing any of such sections in a permit issued under section 1342 of this title by the Administrator or by a State, or in a permit issued under section 1344 of this title by the Secretary of the Armor by a State, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than $250,000 or imprisonment of not more than 15 years, or both. A person which is an organization shall, upon conviction of violating this subparagraph, be subject to a fine of not more than $1,000,000. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, the maximum punishment shall be doubled with respect to both fine and imprisonment. Codified in the government authorities' United States Codes, §1319 ENFORCEMENT, Section (c)Criminal penalties, (3) Knowing endangerment, (A)General rule. "All codes, rules and regulations are applicable to the government authorities only!" Rodrigues v. Ray Donovan 769 F2d1344, 1348 (1985)

[27] The state cannot diminish rights of the people. *Hertado v. California*, 100 US 516.

[28]"Qualified immunity "protects government officials from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Weise v. Casper, 53 F 3d 1163, 1166 10th Cir. 2010) (quoting Pearson v. Callahan US 129 S Ct. 808, 815 (2009) and Harlow v. Fitzgerald 457 US 800, 818 (1982); "Officers of the court have no immunity, when violating a constitutional right, for they are

deemed to know the law." *Owens v. Independence*, 100 S.C.T. 1398 (Ezra 7:23-26) 29 "An instrument is deemed in law filed at the time it is delivered to the clerk, regardless of whether the instrument is filed. marked [or signed by an attorney or judge]." *James v. Kentucky*, S Ct (1984); *Biffle v. Morton Rubber Indus.*, Inc., 785S.W.2d 143, 144 (Tex.1990);

30 "The people of this state do not yield their sovereignty to the agencies which serve them." [South Carolina Government Code, Section see also South Carolina Government Code Section]

31 The following persons are magistrates: ...The judges of the superior courts.... [South Carolina Code, Sec.]

32 "His judges are the mirror by which the king's image is reflected." 1 Blackstone's Commentaries, 270, Chapter 7, Section 379

33 "A consequence of this prerogative is the legal *ubiquity* of the king. His majesty in the eye of the law is always present. in all his courts, though he cannot personally distribute justice. (Fortesc.c.8. 2Inst.186)" 1 Blackstone's Commentaries,270, Chapter 7, Section 379

34 **A judge is disqualified from acting as a judge** when there is an information or indictment that he/she is committing crimes punishable as felonies under federal law. See South Carolina Constitution, Article 6, section 18(a). Also see Unit.

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

24. No disrespect is intended toward the Clerks of the STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, while serving the wishes of the people of South Carolina and honouring their NOTICE TO REMOVE when fraud on the court and fraud on the judge has been discovered. However, when the Clerks of the Courts of the State of STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, dishonourer fiduciary duty to the people of South Carolina and disregard a lawfully served NOTICE TO REMOVE for cause of fraud and disqualification of the judge, the Clerk is complicit with the corrupt judge and the fraud upon the court, and knowingly and wantonly acts to cause a "free man to lose his court 36" Such act is a constitutional violation in the nature of a **"CONSTITUTIONAL TORT" AND JUSTIFIES Q CIVIL ACTION FOR PERSONAL-INJURY, DAMAGES, AND PERMANMENT RELIEF OF OFFICE**

25. Absolute disrespect is intended for all so-called BAR-officers. of the court" that are members of the BAR union and are parties to communism.37 It is a well settled fact they are trespassers, extortionists and attorneys 38 who hold no citizenship of America, and are foreign to the people of South Carolina, the people of the United States, and to the Constitution for the United States of America, and have no standing in any constitutional court of law, and are felons for refusing to register as foreign agents 39 of the Crown Temple to whom they owe their allegiance. Whenever a lawyer is involved in a case directly or indirectly, as a litigant or assisting as counsel, ALL BAR-LAWYER-JUDGES HAVE TO DISQUALIFY THEMSELVES, AS THERE CANNOT BE A CONSTITUTIONAL TRIAL and also there would be a violation of the conflict-of-interest laws, along with the violation of separation of powers and checks and balances, BECAUSE "BAR-OFFICERS OF THE COURT ARE ON BOTH SIDES OF THE BENCH CONSTITUTING FRAUD UPON THE COURT!

26. No disrespect is intended toward the Clerks of the Counties Of South Carolina for they are valuable to keep proper records regarding ownership of real properties recorded with them by the people of the

United States within their respective counties. However, when Clerks refuse to record a STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS COUNTY OF RICHLAND Subject Matter Jurisdiction of one of the people of South Carolina, 40 they are in breach of their

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State Code, Title 33 §319(c) Criminal penalties (3) Knowing. endangerment. **Knowing endangerment** due to the doctrine that "anyone who has taken an oath to uphold the law is deemed to know the law."

35 And should include all conspirators who conspired with them in committing the acts of genocide and fraud.

36"Henceforth the writ which is called Praecipe shall not be served on any one for any holding to cause a free man to lose his court." Magna Carta, Article 34.

37 Pursuant to the House of Representatives 5, 79th Congress, 1st Session

The National Lawyers Guild is the foremost legal bulwark of the Communist Party, its front organizations, and controlled unions. Since its inception it has never failed to rally to the legal defence of the Communist Party and individual members thereof, including known espionage agents. It has consistently fought against the national, State and local legislation aimed at curbing the Communist conspiracy. It has been most articulate in its attacks upon all agencies of the Government seeking to expose or prosecute the subversive activities of the Communist network, including national, State and local investigative committees, the Department of Justice, the FBI, and law enforcement agencies generally. Though its affiliation with the International Association of Democratic Lawyers, an international Communist-front organization, the National Lawyers Guild has constituted itself an agent

of a foreign principal hostile to the interest of the United States [the people united for America]. It has gone far afield to oppose the foreign policies of the United States, in line with the current line of the Soviet Union

38 All Bar Attorneys – Attorneys - in the U.S. owe their allegiance and give their solemn oath in pledge to the Crown Temple, realizing this or not. This is simply due to the fact that all Bar Associations throughout the world are signatories and franchises to the international Bar Association located at the Inns of Court at Crown Temple, which are physically located at Chancery Lane behind Fleet Street in London. Although they vehemently deny it, all Bar Associations in the U.S., such as the American Bar Association, or South Carolina Bar Association, are franchises to the Crown, i.e. **foreign**. to America, and therefore **foreign to the Constitution for the United States of America** and foreign to the people of the United States, for which the people of the United States have absolute guaranteed immunity as provided for in Amendment Article XI of the Constitution for the United States of America, from any action being brought against them where a member of a BAR association would be involved as they are **foreign**

39 No BAR attorney can claim an American citizenship. Their allegiance is sworn to a foreign power. Accordingly, they are limited to merely representing artificial or fictitious entities:

It is a clearly established principle of law that an attorney must represent a corporation, it being incorporeal and a creature of the law. An attorney representing an artificial entity must appear with the **corporate charter and law** in his hand. A person acting as an attorney for a foreign principal must be registered to act on the principal's behalf. See, c f Foreign Agents Registration Act (22 *USC* § 612 et seq.); *Victor Rabinowitz et. at. v. Robert F. Kennedy*, 376 US 605.

Failure to file the "Foreign Agents Registrations Statement" goes directly to the jurisdiction and lack of standing to be before the court and is a felony pursuant to c f 18 USC §§ 219, 951.The conflict of law, interest and allegiance is obvious.40

40 Janet Nelums & Chris Nelums as Two of the people of the United States proceeds in her courts according to the common law and is not subject to South Carolina laws or their statutory schemes. The Environmental District Court is entitled to issue a Writ.

FRAUD UPON THE COURT- FRAUD UPON THE JUDGE-ORDER TO REMOVE

27. fiduciary duty owed the people and have unlawfully acted to cause a free man to lose his court 41 by refusing to record her document. 42 A 'notice' issued by a non. -constitutional entity requiring a signature of a foreign BAR attorney or judge before recording it, constitutes complicity with the enemy of the people and obstruction of justice at minimum. Accordingly, such bad behavior, and breach of fid uciary duty owed the people of South Carolina, would constitute a "CONSTITUTIONAL TORT" THAT JUSTIFIES A CIVIL ACTION FOR PERSONAL-INJURY, DAMAGES, AND PERMANENT RELIEF OF OFFICE

28. The State of South Carolina clerks, judges, and officers of The STATE OF SOUTH CAROLINA, IN THE COURT OF COMMON PLEAS, COUNTY OF RICHLAND, inferior municipal 44 Courts are mere employees of a private for- Profit franchised. Corporation and even if they weren't committing crimes punishable a felony under federal law, do not have the same status as enjoyed by the people of South Carolina and the people of the United States: they are persons as defined in 'their' Penal Code and subject to their Penal Code§ 37 and §38, 45 and additionally each a "person" as defined in federal law, Public Law 92-500, Sec. 2, Sec. 309(c)(3) and502(5) 46 (Law): they owe allegiance to the state (the

people of South Carolina There is no qualified immunity 47 for those persons who misbehave 48 in this case and are causing irreparable harm.

29. If a "person," (not one of the people) as defined in Law, comes before an inferior municipal 49 Kangaroo Court that is neither

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necessary and appropriate to notice a county recorder of a lawsuit pending that is expected to affect title to a parcel of real property located within his county to wit:

"The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law." *Clinton v. United States*, 297 F.2d 899 (9th Cir. 1961); and the County Clerks point to South Carolina law' s statutory scheme for recording notice of a Fraudulent bankruptcy, the intent of which is. "To restrict rather than enlarge the common law doctrine of notice, and to curb abuses of the procedure." *Palmer v. Zaklama*, 109 Cal. App. 4th 1367, 1376 (2003), such behavior justifies a "Constitutional Tort Action."

41 "Henceforth the writ which is called Praecipe shall not be served on any one for any holding to cause a free man to lose his court." Magna Carta, Article 34. Such act would be a *deprivation of the liberty.* of the people of the United States.

42 5.(d)(4) of the Federal Rules of Civil Procedures specifically states

"Acceptance by the clerk. A clerk must not refuse to file a paper solely because it is not in the form prescribed by these rules or by a local rule or practice."

"An instrument is deemed in law filed at the time it is delivered to the clerk, regardless of whether the instrument is file marked." *Biffle v. Morton Rubber Indus., Inc .*, 785 S.W.2d 143, 144 (Tex. 1990).

"All codes, rules and regulations are applicable to the government authorities only! *Rodrigues v. Donovan* 769 F2d 1344,1348 (1985). Penalty defined under 18 U.S.C. §2071(a) and he confirm the fine for violation of refusing to file is $250.000.00, or imprisonment of up to three (3) years, or both.

[43] "An instrument is deemed in law filed at the time it is delivered to the clerk, regardless of whether the instrument is filed marked [or signed by an attorney or judge]." James v. Kentucky, S Ct (1984); Biffle v. Morton Rubber Indus., Inc., 785 S.W.2d 143, 144 (Tex.1990)

[44] The bankruptcy court judge Ms. Helen Elizabeth Burris have no jurisdiction over a living Woman.

[45] CPC 37. (a) Treason against this state consists only in levying war against it, adhering to its enemies, or giving them aid and comfort, and can be committed only by persons owing allegiance to the state. The punishment of treason shall be death or life imprisonment without possibility of parole. The penalty shall be determined pursuant to Sections 190.3 and190.4

(b) Upon a trial for treason, the defendant cannot be convicted unless upon the testimony of two witnesses to the same overt act, or upon confession in open court; nor, except as provided in Sections 190.3 and 190.4, can evidence be admitted of an overt act not expressly charged in the indictment or information; nor can the defendant be convicted unless one or more overt acts be expressly alleged therein

CPC 38. Misprision of treason is the knowledge and concealment of treason, without otherwise assenting to or participating in the crime. It is punishable by imprisonment in the state prison.

[46] "For the purposes of this subsection, the term 'person' shall mean, in addition to the definition contained in section 502(5) of this Act, any responsible corporate officer."

"The term 'person' means an individual, corporation, partnership, association, State, municipality, commission, or political subdivision of a State, or any interstate body."

47 "Qualified immunity "protects government officials from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Weise v. Casper, 53 F 3d 1163, 1166 10th Cir. 2010) (quoting Pearson v. Callahan US 129 S Ct. 808, 815 (2009) and Harlow v. Fitzgerald 457 US 800, 818 (1982); "Officers of the court have no immunity, when violating a constitutional right, for they are deemed to know the law. *"Owens v. Independence*, 100 S.C.T. 1398 (Ezra 7:23-26)

48 Clause of Article III, Section 1, of the Constitution for the United States, to wit: "The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behaviour..." [spelling and capitalization in original]; and

"Notwithstanding any other provisions of this Act it shall be unlawful to discharge any ..., chemical, or biological warfare agent... into the navigable waters." Public Law 92-500, Sec. 2., Title III STANDARDS AND ENFORCEMENT, EFFLUENT LIMITATIONS, Sec. 309(f).

49 IN THE COURT OF COMMON PLEA, court judge /Joseph M. Strickland, have no jurisdiction over a living Man.

30. acting as a "court of record"50 nor proceeding according to the course of the common law.51 The judge, even in times of good behavior, is not a judge having authority under the Supreme Lawof the Land, but merely a ministerial clerk of a non-governmental private for-profit franchised municipal sewer utility's bankruptcy court 52 of an incorporated municipality 53. As an employee of a person, a private for-profit franchised municipal corporation doing business under

the name of "IN THE COURT OF COMMON PLEAS Court, he cannot claim the constitutional authority of a Tribunal.

31. When a sovereign people of South Carolina is in their court 54 of record, as is this case, they assume the mantle of the tribunal, independent of the Magistrate. The judge's role in the proceeding is limit ed to that of a ministerial clerk, authorized only to remove the case as law requires.

32. The people of South Carolina expect judicial integrity from those who sit on the bench as their mirror image: it is the judge'sduty, obligation, and responsibility to do the wish and will of the people of South Carolina, not to join in concert with tyrants to persecute the people of South Carolina as in this case.

33. Likewise, the Clerk of the Court has no constitutional. authority to deny the wish of those with the status of the "people of South Carolina," and be complicit with a fraudulent judge acting to unlawfully retain a case of the people of South Carolina in his Kangaroo Court not of record and not nisi Prius.55

34. This case hinges on a single question of law: Does Fraud Upon the Court, Fraud Upon the Judge, and Fraud Upon the Officers of the Court affect a court's jurisdiction? 56

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50 South Carolina Constitution (1879), ARTICLE 6, JUDICIAL: SEC. 1. The judicial power of this State is vested in the Supreme Court, courts of appeal, superior courts, and municipal courts, all of which are courts of record.

51 A court of record may not be in name only. Further, keeping a record alone is not sufficient to qualify as a court of record. The court of record must meet all the following requirements:

A. The tribunal is independent of the magistrate (judge) [Jones v. Jones, 188 M o. App. 220, 175 S.W. 227,229; Ex parte Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosal sky, 244 N.Y. 406, 155 N.E. 688, 689] [Black's Law Dictionary, 4th Ed., 425, 426]

B. Proceeding according to the common law [Jones v. Jones, 188 Mo. App. 220, 175 S.W. 227, 229; Ex part Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosal sky, 244 N.Y. 406, 155 N.E. 688,689] [Black's Law Dictionary, 4th Ed., 425, 426]

C. Power to fine or imprison for contempt [Jones v. Jones, 188 Mo. App. 220, 175 S.W. 227, 229; Ex part Gladhill, 8 Met c. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosal sky, 244 N.Y. 406, 155 N.E. 688,689] [Black's Law Dictionary, 4th Ed., 425, 426]

D. Keeps a record of the proceedings [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga.,24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D. C. Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis,96 Ohio St. 205, 117 N.E. 229, 231]

E. Generally has a seal [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.G a., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.G a., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St.205, 117 N.E. 229, 231.][Black's Law Dictionary, 4th Ed., 425, 426]

"Due Process [of Law] requires the usage of the common law. Without the common law then Due Process is not applied."

Hoke v. Henderson

, 15 N.C. 15, 25; accordingly, any action absent Due Process constitutes a trespass of a constitutional magnitude upon the

peoples' unalienable Rights to Life, Liberty, and Property." Amendment Article V. of the people of

the United States Bill of Rights Amendment to the Constitution for the United States (1789).

52 All bankruptcy courts are "courts of United States Magistrate Judges," and have no jurisdiction over a living man!

35. In any judicial proceeding, the moving party has the burden of proof of demonstrating that the court has subject matter jurisdiction over the matters and parties before it.

See the following authorities.

- Scott V. Sandford, 60 U.S. 393 (1856)
- Security Trust Co. v. Black River National Bank ,187 U.S. 211(2002)
- McNutt v. General Motors Acceptance Corp.,298 U.S. 178,189 (1936)
- Hague v. Committee for Industrial Organization Et. Al.,307 U.S. 496(59 S.Ct.954, 83 L. Ed. 1423 (1939)
- *United States v. New York Telephone Co.*,434 U.S. 159, 98 S. Ct. 36454 L. Ed. 2d376 (1977)
- *Chapman v. Houston Welfare Rights Organization Et. Al.*, 441 U.S. 600, 99 S.Ct.1905, 60 L. Ed. 2d 508 (1979)
- *Cannon v. University Chicago Et. Al.* ,441 U.S. 677, 99 S. Ct. 1946, 60 L. Ed. 2d560 (1979)
- *Patsy v. Board Regents State Florida*, 457 U.S. 496, 102 S.Ct. 2557, 73 L.Ed.2d172 (1982)
- *Merrill Lynch v. Curran Et Al.*,456 U.S. 353, 102 S.Ct. 1825, 72 L.Ed.2d 182, 50U.S.L.W. 4457 (1982)
- *Insurance Corporation Ireland v. Compagnie Des Bauxites De Guinee*,456 U.S.694, 102 S. Ct. 2099, 72 L.Ed.2d 492, 50 U.S.L.W. 4553 (1982)
- *Matt T. Kokkonen v. Guardian Life Insurance Company America* ,128 L.Ed.2d391, 62 U.S.L.W. 4313 (1994)

CHALLENGE TO THE JURISDICTION OFTHE COURT

36. **TAKE NOTICE:** that We, Janet Nelums & Chris Nelums the the real party of interest here by Challenge the Jurisdiction of the Court which is the legal procedure for resolving the issue of judicial authority. This measure is necessary in the light of the fact that the Judicial Officer intends to summarily conduct these proceedings without the Court obtaining my clear and unequivocal Consent to be without a Jury, which is in accordance with the mandates of English Common Law for the administration of Justice – with Justice being "the protection of rights and the punishment of wrongs".

37. This Challenge to the Jurisdiction of the Court is to be.

determined by a Special Jury.

CHALLENGE GROUNDS:

38. This Challenge to the Jurisdiction of the Court is made on all grounds, including Subject Matter, Relationship and Competency In any action, both parties must give their clear and unequivocal consent to be without a Jury. Without that consent, the Court has no Jurisdiction to proceed summarily, and the Jurisdiction of the Court must be challenged. This Challenge can only be judged by a Special Jury. Should a Judge or Magistrate disregard or dismiss this Challenge, then he or she is liable to punishment for Contempt of Court, which is "interfering with the administration of Justice, as defined above. Should a Judge or Magistrate disregard or dismiss this Challenge, that is a violation of Due Process and the Rule of Law.

39. Challenge of the Jurisdiction of the Court, and of the Judge necessary regarding to these matters and causes and to prove constitutional judicial standing required for this Court and its Judge(s)

before they can proceed one step further, as all proceedings must stop upon a challenge of a court's jurisdiction to hear the case.

40. A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S. Ct. 1409.

41. "Once challenged, jurisdiction cannot be assumed, it must. Be proved to exist." **Stuck v. Medical Examiners**, 94 Ca 2d 751. 211 P2d 389.The burden shifts to the court to prove jurisdiction." Rosemond v. Lambert, 469 F2d 416.

42. "A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732.There is no discretion to ignore lack of jurisdiction." Joyce v. U.S. 474 2D 215.

43. "Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." Latana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F Supp. 150.

44. "The law provides that once State and Federal Jurisdiction has been challenged, it must be proven." Main v. Thiboutot, 100 S. Ct. 2502 (1980).

45. "A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well-established law that a void order can be challenged in any court". OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

JURISDICTION CANNOT BE WAIVED

46. The principles of waiver, consent, and estoppel do not apply.

to jurisdictional issues—the actions of the litigants cannot vest a district court with jurisdiction above the limitations provided by the Constitution and Congress.

JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND TRIABLE BY A JURY

Respectfully submitted on this 22 day of March, 2024.

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CERTIFICATE OF SERVICES

I HEREBY CERTIFY that a copy of the foregoing Plaintiffs NOTICE OF INTERVENERS BY RIGHT AND CROSS-CLAIMANT S' DEMAND TO COMPEL DISCOVERY AND INSPECTION OF EVIDENCE AND CHALLENGE OF THE JURISDITION OF THE COURT, AND OFTHE JUDGE. of Defendant's on Thursday, was served by email and Certified Registered Letter on March 20, 2024, to the below listed parties:

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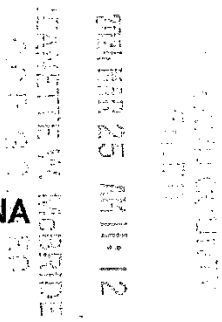
SC Secretary of State's Office
1205 Pendleton Street
Suite 525
Columbia, SC 29201

Scott and Corley

ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
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803-252-3340

Pro Se to the Real Parties in Interest,
the people of the United States, Sui Juris

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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF SOUTH CAROLINA

COLUMBIA DIVISION

Janet Nelums & Chris Nelums **PLAINTIFF(S)**	**18 U.S. Code § 1345 – Injunctions against fraud**
	FILE ON DEMAND
VS. Judge/ special referee Hon, Ben Mill Er, an individual. Judge Hon, Kristi F. Curtis an individual. Nelson Mullins Riley & Scarborough LLP Matthew A. Abee, an individual. Madison C. Guyton, an individual. Black Knight/ Lender Processing Services (LPS)	**MOTION FOR PEREMPTORY CHALLENGE AND CHALLENGE OF SUBJECT MATTER AND PERSONAL JURISDICTION** **ABUSE OF DISCRETION AND FAILURE TO BE IMPARTIAL** **DENIAL OF DUE PROCESS AND EQUAL PROTECTION BY LAW** **COUNTER COMPLAINANT DOES NOT CONSENT TO PROCEEDINGS OR TEMPORARY JUDGE OR HEARING OFFICER** **DEMAND FULLY SWORN JUDGE AND OATH OF OFFICE BE ENTERED INTO RECORD**
DEFENDANT (S	

COMPLAINT FOR PERMANENT INJUNCTION AND CHALLENGE TO THE JURISDICTION OF THE COURT

In 1996, Congress passed a law to overcome this ruling which stated that judicial immunity doesn't exist; citizens can sue judges for prospective injunctive relief. "Our own experience is fully consistent with

the common law's rejection of a rule of judicial immunity. We never have had a rule of absolute judicial immunity. At least seven circuits have indicated affirmatively that there is no immunity... to prevent irreparable. injury to a citizen's constitutional rights..." "Subsequent interpretations of the Civil Rights Act by this Court acknowledges Congress' intent to reach unconstitutional actions by all state and federal actors, including. judges...The Fourteenth Amendment prohibits a state [federal] from denying any person[citizen] within its jurisdiction the equal protection under the laws. Since State [or federal] acts only by its legislative, executive or judicial authorities, the constitutional provisions must be addressed to those authorities, including state and federal judges..."[1]"We conclude that judicial immunity is not a bar to relief against a judicial officer acting in her [his] judicial capacity."

[1] See Mireles v. Waco, 112 S. Ct. 286 at 288 (1991)

[2] A judge is not immune for tortious acts committed in a purely Administrative, non-judicial capacity; however, even in a case involving a particular attorney not assigned to him, he may reach out into the hallway, having his deputy use "excessive force" to haul the attorney into the courtroom for chastisement or even incarceration. A Superior Court Judge is broadly vested with "general jurisdiction." Provided the judge is not divested of all jurisdictions, he may have his actions excused as per this poor finding.

1. Plaintiffs, Janet Nelums & Chris Nelums hereinafter "The"), pro se, ("Plaintiffs") seeks to prevent continuing and substantial injury to victims of this fraudulent scheme by bringing this action for under 65(a), See also: 28 U.S.C. § 455(a) and (b), and 18 U.S.C. § 1345 and 18. U.S.C. §§ 1345(b), (a)(2). a permanent injunction and other. equitable relief under Federal Rule of Civil Procedure 65, to enjoin the ongoing which allows a district court to enjoin the actions of parties and their "Officers, agents, servants, employees, and attorneys [,] and other persons who are in active concert or participation with them." See Klay, 376 F.3d at 1100–02; see also in re Ford Motor Co., 471 F.3d at 1256 &

n.41. any Actions **18 U.S. Code § 1345 –Injunctions against fraud,** proceedings, including any eviction attempt, pending her current challenge to by reason of the conduct described herein, Defendants. Hon Judge, Kristi F. Curtis an individual, and Judge/ special referee Hon, Ben Miller, an individual. in violation of the South Carolina subject matter jurisdiction and amount in controversy, codified as S.C. Code Ann. §§ 22-3-10 et seq. and S.C. Code Ann. §§ 22-3-20"), (Taking judicial notice of Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, violated, is violating, and is about to violate 18. U.S.C. §§ 1341 and 1343 by facilitating a scheme and artifice to defraud. And obtain money or property by means of false and fraudulent. representations with the intent to any proceedings, and as grounds states:

2. The practice of law cannot be licensed by any state/State". **Schware v. Board of Examiners**, United State Reports 353 U.S. pages 238, 239] Lawyers and Attorneys are Not Licensed to Practice Law. The "certificate "from the state Supreme Court only authorizes to practice. law. "In courts" as a member of the state judicial branch of government can only represent wards of the court, infants, persons of unsound mind. (see corpus juris secundum, (C.J.S.) volume 7, section 4) a "certificate". is not a license to practice law as an occupation, nor to do business as a law firm. No other association, even doctors, issue their own license. all are issued by the state. The state bar is a non-governmental private. association - and dues must be current to sustain membership.

3. See 28 U.S.C. § 636(b)(3) (1976) (permitting district courts to assign magistrates "such additional duties as are not inconsistent with the Constitution and laws of the United States"); S. REP. 371, supra

note 26, at 26 (judicial experimentation with magistrate duties not listed in 1968 Act will aid district courts).

4. Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, without the parties' consent to the master reference. 28 U.S.C. § 636(b)(2), Ben N. Miller, III SC Bar # :3977 ("special referee.") lack subject-matter jurisdiction. See 28 U.S.C. § 636(b)(2), under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). is not authorize in the above-entitled case to this foreclosure action for 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16

5. See 28 U.S.C. § 636(b)(2) (1976) (magistrate special master appointment). Appointment of special masters to hear entire cases or evidence on key motions is tightly restricted.

6. See FED. R. Civ. P. 53(b) (limiting nonjury master appointments to "exceptional" conditions); note 76 infra (construction of exceptional conditions). These restrictions apply to magistrates serving as special. Master's except when the parties' consent to the master reference. 28 U.S.C. § 636(b)(2) (1976); see note 43 infra.

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[3] [Fed.R.Civ.P.] 53(e) — magistrate's findings of fact are final, but legal rulings have no binding force.

7. The 1979 Act seeks only to ensure that magistrates are. competent to adjudicate "cases which do not require those special attributes of Article III judges, but nonetheless do require an impartial generalist to resolve issues of importance to the parties.

8. Plaintiffs have explained repeatedly that "injunctions are. enforced through the district court's civil contempt power." Thomas v. Blue Cross and Blue Shield Ass' n, 594 F.3d 823, 829 (11th Cir. 2010) (internal quotation marks omitted) (collecting cases).

9. This case was originally filed in the Circuit Court for Richland

County, Plaintiffs timely filed a Notice of Removal pursuant to a "federal. 28 U.S.C. 1337(a), and 1345

10. This Court has jurisdiction over this action under 18 U.S.C. § 1345. and 28U.S.C. §§ 1331 1337(a), and 1345

11. This Court has jurisdiction over the subject matter of this case, there is good cause to believe that it will have jurisdiction over all the parties hereto, and venue in this district is proper.

12. This Court has venue in this matter pursuant to 28 U.S.C. § 1391(b) and (c). under 28 U.S.C. § 1391(b)(1), (b)(2), (c)(1), and (c)(2), and 15 U.S.C. § 53(b)

13. Additionally, under the Fairness Act," the aggregate amount of the' damages will exceed $10,000,000.00.0

14. There is probable cause to believe that Defendant Doe is violating and, unless enjoined, will continue to violate 18 U.S.C. § 1343.

15. THE COURT TAKE JUDICIAL NOTICE The Supremacy Clause of The Constitution of the United States (Article VI, Clause 2) establishes. that the Constitution, federal laws. made pursuant to it, and treaties. made under its authority, constitute the "Supreme Law of the Land", and thus, take priority over any conflicting. state laws, "the federal law will supersede the other law or laws. This is. commonly known as "Pre-emption."

16. THE COURT TAKE JUDICIAL NOTICE S.C. R. Civ. P. 82 (b) Venue of Action. When an action is brought in the wrong county or in the wrong court, the court shall not dismiss the action but shall transfer it to any proper county or court in which it could have been brought. Se e:

Rule 82(c) conforms to present practice.

17. IndyMac Bank/ OneWest Bank, FSB Defunct No longer. exist since July 11, 2008

18. IndyMac Bank was founded as Countrywide Mortgage

Investment in 1985 by David S. Loeb and Angelo Mozilo

19. **See: JOHN T. KEMP V. COUNTRYWIDE HOME LOANS** – COUNTRYWIDE NEVER TRANSFERRED NOTES TO BANK OF AMERICA, Countrywide Admits to Not Conveying Notes to Mortgage Securitization Trusts

20. Deutsche, or internally as DB, is a German multinational. investment bank and financial services company headquartered in Frankfurt, Germany

21. In The Case of the Marshalsea, 77 Eng. Rep. 1027 (K.B. 1613), Sir Edward Coke found that Article 39 of the Magna Carta restricted the power of judges to act outside of their jurisdiction such. proceedings would be void, and actionable.

Analysis

22. Lawyers clearly cannot file a claim for which there is no conceivable basis. On the other hand, lawyers normally must accept. their client's word about the underlying factual context of litigation. Lawyers must investigate the facts before pursuing litigation or advancing a defense, but there are both ethics and cost limitations on that process. Moreover, the adversarial system itself generally uncovers. any unsupportable factual allegations and legal arguments. Disciplining lawyers for "pushing the envelope" factually could discourage ultimately. meritorious claims.

23. Both bars (through the ethics rules and the disciplinary process) and courts deal with the issue of frivolous factual claims.

24. On the ethics front, the old ABA Model Code had essentially A subjective test for determining whether a lawyer was advancing an impermissible frivolous claim.

> In his representation of a client, a lawyer shall not: (1) File a suit, assert a position, conduct a Défense, delay a trial, or take other action on behalf of his client when he knows or when it is obvious that such action would serve merely to harass or maliciously injure another.

ABA Model Code of Professional Responsibility, DR 7-102(A)(1) (1980) (emphasis added).

The ABA Model Rules contain a more objective standard.

> A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law.

25. On September 21, 2023, at 2:pm Defendant Judge Hon, Kristi F. Curtis, an individual Bar #:8595, Case No: 2017CP4001687 Deutsche Bank National Trust Company et al V. Christopher Nelums et al, lack subject-matter jurisdiction under **28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2).** ("Judge Curtis") as judge in,

This motion is based on the following grounds:

26. Black Knight was founded in 1962 as Lender Processing Services (LPS), a provider of mortgage services and technology solutions. The company grew rapidly through a series of acquisitions, expanding its offerings to include loan origination, servicing, and default. management services. Real Estate Services. **See EXHIBITS A to U**

27. Injunctive relief to protect the public interest is expressly authorized by 18 U.S.C. § 1345. As such, neither a specific finding of irreparable harm, a showing of the inadequacy of other remedies at law, nor a balancing of the parties' interests is necessary prior to the issuance of a temporary restraining order.

28. Even though a showing of irreparable harm is not necessary under Section 1345 in order to obtain injunctive relief, the Court has found that permitting Defendant to continue to perpetrate the alleged wire fraud would constitute irreparable harm.

29. The statutory conditions for granting a permanent or temporary injunction or restraining order under 18 U.S.C. § 1345 are therefore met. Defendant's violations 18 U.S.C. § 1343 will continue unless a temporary restraining order is issued.

30. See: 15 U.S.C. § 1692*l*(a), to obtain permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable. relief for Defendants' acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FDCPA, 15 U.S.C. §§ 1692-1692p, in connection with Defendants' deceptive and abusive debt collection practices, including attempts to harass consumers into paying debts that they do not actually owe.

PARTIES

31. Plaintiffs' property is located in Richland County, South Carolina. Defendants have conducted business, albeit illegally in this County and throughout the (46) Counties in South Carolina and throughout the United States by filing tens of thousands of fabricated, illegal and unenforceable Promissory Notes, Assignments of Promissory Notes, Affidavits as to loan ownership and Status of Accounts, Mortgages and Assignments of Mortgages.

DEFENDANTS

32. Hon, Ben Mill Judge/ special referee, an individual. The Hon, Mr. Ben N. Miller, III at 1704 Main Street Columbia, South Carolina 29201 At all times material to this Complaint

33. Hon, Kristi F. Curtis an individual. The Honorable Kristi F. Curtis 215 North Harvin Street Sumter, SC 29150, At all times material to this Complaint

34. Nelson Mullins Riley & Scarborough LLP is a diversified law Firm doing real estate Services Business in the State of South Carolina Address at 1320 Main Street / 17th Floor Columbia, SC 29201, At all times material to this Complaint

35. Matthew A. Abee, an individual is a resident citizen of the State of South Carolina, attorneys Nelson Mullins Riley & Scarborough LLP law firm, Address at 1320 Main Street / 17th Floor Columbia, SC 29201, At all times material to this Complaint

36. Madison C. Guyton, an individual, an individual is a resident. citizens of the State of South Carolina, attorneys Nelson Mullins Riley & Scarborough LLP law firm, Address at 1320 Main Street / 17th Floor Columbia, SC 29201, At all times material to this Complaint

37. Black Knight/ Lender Processing Services (LPS) represents that 39 of the 50 largest banks in the United States based on 2007 ratings Use its services. Its teclu1ology solutions include its mortgage processing system (the "MSP") which Processes over 50% of all residential mortgage loans by dollar volume. Its outsourcing services Include "the default management services, which are used by mortgage lenders and servicers to attorneys, trustees and real estate

professionals."5 Reduce the expense of managing defaulted loans.... address at: Black Knight Headquarters 601 Riverside Avenue Jacksonville, FL 32204, At all times material to this Complaint, acting alone or in concert with Others

38. Plaintiffs, Janet Nelums & Chris Nelums, (hereinafter "Plaintiffs) bring this action against and (hereinafter Defendants") their agents, officers, employees and affiliated or associated parties, for their and their predecessors' actions in engaging in pattern of unlawful. Fraudulent, or. Unfair. Predator. Real estate. Practice. Causing. Plaintiff. To become victims of such behavior, and to be in jeopardy of losing Their home Through wrongful foreclosure fraud.,

THE FRAUD INJUNCTION ACT

39. Title 18, United States Code, Section 1345 provides that if a person is "Violating or about to violate" statutes prohibiting mail and wire. fraud, among others, "the Attorney General may commence a civil action in any. federal court to enjoin such violation." It continues by stating that the Court. "Shall proceed as soon as practicable to the hearing and determination of such an action and may ... enter such a restraining. order. or prohibition, or take such other action, as is warranted to prevent a continuing and substantial injury to the United States or to any person or class of persons for whose protection the action is brought." Congress intended Section 1345 to put a "speedy end" to "fraudulent acts or

practices." S. Rep. No. 98-225, at 401-02 (1984), reprinted in 1984. U.S.C.C.A.N. 3182, 3539-40. See also Stop the Bleeding: Using Civil Injunctions under 18 U.S.C. § 1345 to Stop Fraud, DOJ Journal of Federal Law and Practice, December 2018, p. 29.

40. Plaintiffs contends that the court should grant this motion for possession of restitution on the grounds that, as a matter of law, the evidence is sufficient to sustain Defendants burden of proof on the issue that the Defendants and its officers of Black Knight/ Lender Processing Services (LPS) Matthew A. Abee, SC Bar No. 101100 (Madison C. Guyton, SC Bar No.105205 individual, lacked standing to sue and never stated a valid cause of action 18 U.S. Code § 1345 –Injunctions against fraud

41. Under Federal Rule of Evidence 201 the court may judicially notice a fact that is not subject to reasonable dispute because it: is generally. known within the trial court's territorial jurisdiction; or (2) can be. Accurately and readily determined from sources whose accuracy. cannot reasonably be questioned. The Court may take judicial notice of records of any court of record of the United States.

42. This Court may also take judicial notice that the various Magistrates' judges of the Circuit Court are routinely granting. motions when the parties don't appear at hearings.

43. Hon, Ben Mill Judge/ special referee Bar # :3977

44. Judge Ben Millier received a B.A. from the Duke University and a J.D. from the University of South Carolina School of Law. And doesn't understand the Plaintiffs, Janet Nelums & Chris Nelums Complaint and Motion that was filed in her Case James 1:8 KJV: Such a person is double-minded and unstable in all they do.

45. THE COURT TAKE JUDICIAL NOTICE On information and belief, all Article III United States Magistrate judges appointed by President Joe Biden,

46. THE COURT TAKE JUDICIAL NOTICE Hon, Ben Millier Judge/ special referee Judge was not. Appointed by President Joe Biden and he does not Have Article III Court powers.

47. Hon, Kristi F. Curtis United States Magistrate is a judge for Sumter County 3rd Judicial Circuit Court of South Carolina, She was. Elected to the bench by the South Carolina General Assembly on February 7, 2018

48. THE COURT TAKE JUDICIAL NOTICE On information and belief, all Article III United States Magistrate judges appointed by President Joe Biden,

49. THE COURT TAKE JUDICIAL NOTICE The Hon, Kristi F. Curtis United States Magistrate Judge was not. Appointed by President

Joe Biden and she does not Have Article III Court powers.

50. The Honorable Kristi F. Curtis United States Magistrate Judge 215 North Harvin Street Sumter, SC 29150 vacated her bench on September 21, 2023.at 2pm, committed multiple errors of Law. The amount in controversy was $12,000.00, that Denied Janet Nelums & Chris Nelums Due Process of Law, and She acted outside her. Authority," the Plaintiffs wrote. "We are greatly. Troubled by the fact. that neither Jeanette W. McBride Clerk of the Court for Richland County 1701 Main Street, 1st Floor West Wing Columbia, SC 29201, nor Hon. Kristi F. Curtis United States Magistrate Judge made any effort to comply with even one of the requirements..." void. action 18 U.S. Code § 1345 – Injunctions against fraud

51. When the judge is involved in a scheme of bribery (the Aleman cases, **Bracey v. Warden**, U.S. Supreme Court No. 96-6133. June 9, 1997)

52. The issue of consent is key because a magistrate is an Article I (Not Article III) judicial officer, so subject-matter jurisdiction vests under the Federal Magistrates Act only "upon consent of the parties." 28 U.S.C. § 636(c)(1). Such consent is provided in writing and filed with the clerk of the court.

53. under Section 636(c)(1). That "jurisdictional requirement cannot be waived by the parties," and if the "requirements of Section 636(c)(1) are not satisfied, the 'magistrate judge [is deprived] of jurisdiction over the case' and we are statutorily deprived of appellate

jurisdiction over the magistrate judge's orders . . . Without the parties' consent, the magistrate judge, as an Article I judge, simply does not have jurisdiction. to decide the matter.

54. Section 636(c)(1), before obtaining the consent of the named parties (Whether express or implied) create constitutional problems for Section 636(c)(1): it would permit a non-Article III officer to independently exercise Article III powers (by entering a final order that is not reviewable by the district court) before he is given the authority to do so."

55. On information and belief, the litigant must be given notice. And an opportunity to be heard failure of unserved Plaintiffs to consent. to a U.S. federal magistrate judge (magistrate) before the complaint is heard deprives the magistrate of subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), before an order is entered.

56. The magistrate shall carefully explain to the Plaintiffs that he has a right to trial.

57. The magistrate shall not proceed to try the case unless the Plaintiffs, after such explanation, file a written consent to be tried. before. the magistrate that specifically waives trial, judgment, and sentencing by a judge of the district court

58. Where service of process was not made pursuant to statute and Supreme Court Rules, **Janove v. Bacon**, 6 Ill. 2d 245, 249, 218

N.E.2d 706, 708 (1955).

59. Section 636(c)(2) requires that the Clerk of Court, Jeanette W. McBride Clerk of the Court for Richland County notify the parties Of their right to refuse to proceed before a magistrate judge, but there is no indication in the Case No: 2017CP4001687 records that the Plaintiffs Janet Nelums & Chris Nelums ever received such a notice from the Clerk of Court, Jeanette W. McBride for the.

60. [T]he records here in Case No: 2017CP4001687 shows only that Janet Nelums & Chris Nelums Plaintiffs were aware of being sued. [They] do not point to anything in the record showing that they were made aware of the need to consent and their right to refuse to do so."

61. The Hon. Kristi F. Curtis United States Magistrate Judge stated at the hearing on September 21, 2023, that she didn't understand. Janet Nelums & Chris Nelums Plaintiffs Complaint and Motion that was filed in his Case.

62. Curtis received a B.A. from the University of South Carolina School 1991 and a J.D. from the University of South Carolina School of Law. And doesn't understand Janet Nelums & Chris Nelums Plaintiffs Complaint and Motion that was filed in his Case James 1:8 KJV: Such a person is double-minded and unstable in all they do.

63. Pursuant to Fed. R. Civ. P. 65(b)(4), Plaintiffs will have an opportunity to request a modification of the asset freeze order to allow

for funds reasonable and necessary for living expenses and legal fees. protect the victims of the fraud. **See SEC v. Antar**, 831 F. Supp. 380, 402-03 (D.N.J. 1993) ("[A]s between the [relief] defendants and the victims of the fraud, equity dictates that the rights of the victims should control.").

64. Plaintiffs have Article III standing to seek statutory damages. from the DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE, SPECIALIZED LOAN SERVICING LLC, for its violations of South Carolina mortgage-satisfaction-recording statutes, these statutes require. mortgage lenders and Servicers to record satisfactions of mortgage (also known as "certificates of discharge") within thirty days of the borrowers. repayment: a failure renders the lender and Servicers "liable to the mortgagor" for increasing statutory damages in amounts. dependent on the tardiness of the ultimate filing. Here, the Bank and Servicers did not record the satisfaction of the Nelums' mortgage,

65. See: **Scheuer v. Rhodes**, 416 U.S. 232, 94 S. Ct. 1683, 1687 (1974) Note: By law, a judge is a state officer. The judge then acts not as a judge, but as a private individual (in his person). When a judge acts as a trespasser of the law, when a judge does not follow the law, the Judge loses subject-matter jurisdiction and the judges' orders are not voidable, but VOID, and of no legal force or effect. The U.S. Supreme Court stated that "when a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority. of the United States."

66. See Caperton v. A. T. Massey Coal Co., 556 U.S. 868 (2009), Is a case in which the United States Supreme Court held that the Due Process Clause of the Fourteenth Amendment requires a judge to recuse themselves not only when actual bias has been demonstrated or when the judge has an economic interest in the outcome of the case but also, when "Extreme facts" create a "probability of bias."[1]

I. I MOVE TO DISQUALIFY JUDGE CURTIS BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLYDESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

•Conclusion: Disqualification of Judge Curtis Required as a Matter of Law

67. In my view, no ordinary Black person can get a fair trial or hearing before Judge Curtis because of prejudice and racial bias of the judge, specifically **and Judges. practice of law and dual office holding** that Circuit Court shall each receive compensation for their services to be fixed by law, which shall not. be diminished during the term they shall not, while in office, engage in the practice of law, or hold any other office or position of profit under the United States, shall there by forfeit his/her judicial office

II. I MOVE TO DISQUALIFY JUDGE CURTIS BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

•Judge Curtis Conflict of Interest: Lawyer Title Member: Merged into Fidelity in 2010

68. The Current venue violates procedure. If for any reason, clerical or otherwise, the case is being handled by the wrong court or a court with no jurisdiction, the venue may be changed to a more suitable court in a different location Once the sufficiency of the affidavit is.

determined, such that belief that a fair trial cannot be obtained is justified, a change of venue is mandatory, (**Browning Manufacturing Co. v. Brunson**, 187 S.C. 278, 197 S.E. 311 (1938)), and all the papers relating to the action should be turned over to the nearest magistrate in the county who is not disqualified from hearing the case, so that he may proceed as if the action had been originally filed with him. Section 22-3-920 points out specifically, that only "one such transfer shall be allowed. each party in any case." Changes of venue may be sought for a variety of reasons, from emotional causes of action preventing the drawing of an impartial jury to the personal knowledge or involvement of the magistrate before whom the action was brought, but in every case, the change should only be granted where reasons sufficient to justify a belief that a fair trial is not possible are alleged in the affidavit.

69. Apparently, my written motions, judicial notices etc. are not "On the record" and have no legal significance in this courtroom, and only those items expressed verbally are "on the record," as every motion or other paperwork submitted was totally ignored by the Judge, unless I specifically brought it up verbally in court. If it was meant to be that way, I'm sure the law wouldn't have gone to so much trouble making sure that everything is in writing. Therefore, there was apparently nothing on the record.

III. I MOVE TO DISQUALIFY JUDGE CURTIS BECAUSE I FEAR I WILL NOTRECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

•Judge Curtis Prejudicial and Biased Demand for lacks the mental competency Required to participate in legal proceedings

70. THE COURT TAKE JUDICIAL NOTICE Furthermore, DEUTSCHE BANK NATIONAL TRUST COMPANY / Circuit Judge, United States Magistrate Hon, Kristi F. Curtis, an individual Bar #:8595, NELSON MULLINS RILEY & SCARBOROUGH LLP, and **Local Counsel** Matthew A. Abee, SC Bar No. 101100) (Madison C. Guyton, SC Bar No.105205 , is a trustee in this case, and does not and cannot own this. mortgage, as they are acting on behalf of the **Fidelity investment trust**

71. Plaintiffs Demand THE COURT TAKE JUDICIAL NOTICE of all. Defendants Employer Identification Number 04-3022712 FIDELITY MANAGEMENT TRUST COMPANY is a USA domiciled entity or foreign entity operating in the USA. The EIN has been issued by the IRS

Company Name:	FIDELITY MANAGEMENT TRUST COMPANY
Employer identification number (EIN):	**04-3022712**
EIN Issuing Authority	**Brookhaven, NY**
401k Pension/Benefits registration	FIDELITY MANAGEMENT TRUST COMPANY 401k plan information
State of Incorporation	**Massachusetts, MA**

Organization Addresses...The following addresses have been detected as associated with Tax Identification Number 043022712 Company Information and have a conflict of interest prohibited by Rule 1.7 of the Rules of Professional Conduct (eff. Jan.1, 2010).and Rule 1.8 of the Rules of Professional Conduct, 28 U.S. Code § 455 –Disqualification of justice, judge, or magistrate judge. the Rules of Professional Conduct, and rule 5.4 Professional Independence of a Lawyer a. A lawyer or law firm shall not share legal fees with a non-lawyer, except that, b. A lawyer shall not form a partnership with a non-lawyer if any of the activities of the partnership consist of the practice of law Sc law prohibits fee

agreement kickback c. Because of the FIDELITY/LPS responsibility to serve the public interest, South Carolina (SC) law places a strict limitation on the use of private, outside counsel by the FIDELITY/LPS: Sharing Legal fees with-Lawyers are illegal, and FIDELITY / LPS is not a Law Firm, the attorney fee fixing provisions of the Network Agreement are a criminal violation of 18 U.S.C. § 155.

72. When a judge acts intentionally and knowingly to deprive a person of his constitutional rights he exercises no discretion or individual judgment: he acts no longer as a judge, but as a " minister" of his own prejudices. [386 U.S. 547, 568].

73. The Supreme Court, **in Hazel-Atlas Glass Co. v. Hartford-Empire Co.**, created the standard necessary to establish a fraud on the court claim.16 The Court held that, "only the most egregious misconduct, such as bribery of a judge or members of a jury, or the fabrication of evidence by a party in which an attorney is implicated, will constitute a fraud on the court."17 In order to adequately plead a fraud on the court. claim, a Defendant must allege "a scheme by which the integrity of the judicial process had been fraudulently subverted" and must involve far more than an injury to a single litigant.18

IV. INTRODUCTION

74. To protect the integrity of this Virtual Courtroom hearing proceeding that was Dated September 21, 2023, at 2:pm Circuit Judge, United States Magistrate Hon, Kristi F. Curtis, an individual Bar #:8595 pursuant to S.C. Code Ann. § 17-21-80, S.C. Code Ann. §§ 22-3-10, and 22-3-20. Section 22-3-10, as limited by § 22-3-20, counterclaim must be transferred to the docket. of the trial COURT from COMMON PLEAS,

COUNTY OF RICHLAND October 26, 2023, at 2: Pm Case No: 2017CP4001687 herein without further order of the court, and without subject matter Jurisdiction and the amount in controversy Circuit Judge, United States Magistrate Kristi F. Curtis, an individual Bar #:8595 vacated her bench on September 21, 2023, at 2: Pm, Virtual Courtroom by failing to return Case back to the Proper Court.,

75. The Court pointed out, however, that the procedure specified in the federal rules envisions advance, written consent. FED. R. CIV. P. 73(b)(1) specifies that the parties signify their consent by jointly or separately filing a statement consenting to the referral. In administering the consent process, the district clerks use the judiciary's national form, sometimes with local variations – AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge. **See EXHIBIT-A**

76. This subdivision implements the blind consent provision of 28 U.S.C. §636(c)(2) and is designed to ensure that neither the judge nor the magistrate attempts to induce a party to consent to reference of a civil matter under this rule to a magistrate. **See House Rep. No. 96–444, 96th Cong. 1st Sess. 8 (1979).**

77. In the present case, the court determined that "parties" Includes both plaintiffs and defendants. The court relied on the U.S. Supreme Court decision in **Murphy Bros. v. Michetti Pipe Stringing, Inc**. that the due process clause entitles a named defendant to procedural protections. Such protection includes choosing between an Article I and an Article III judge,

78. [267] With regard to the case-dispositive consent authority of magistrate judges, the Court added specifically that "[c]onsistent with our

precedents, the Courts of Appeals have unanimously upheld the constitutionality of 28 U.S.C. § 636(c)." *Id.* at 1948 n.12.

79. [274] 28 U.S.C. § 636(c)(1), which governs consent to disposition of a civil case by a part-time magistrate judge requires a "Specific written request" by the parties, and 18 U.S.C. § 3401(b) specifies that a magistrate judge may try a [Class A] misdemeanour only if the defendant "expressly consents . . . in writing or orally on the record." 275 538 U.S. at 588.

Consenting to a magistrate judge also offers the parties the prospect of an early, firm trial date. Magistrate judges often have more flexible trial schedules than district judges because they do not preside over felony cases, which are given priority and may bump civil trials. The parties are

234 28 U.S.C. § 636(c)(3); FED. R. CIV. P. 73(c).

235 FED. R. CIV. P. 73(b)(1)

236 AO Forms 85 and 85A.

237 FED. R. CIV. P. 73(b); 28 U.S.C. § 636(c)(2). The 1979 statute had prohibited judges from discussing consent with the parties after the clerk of court had sent the parties the original consent notice. The restriction, though, was relaxed by a 1990 statutory amendment designed both to encourage consent and protect the voluntariness of the parties' action. Federal Courts Study Commission Implementation Act of 1990, Pub. L. No. 101-650, § 308, 104 Stat. 5104, 5112.

238 U.S.C. § 636(c)(4); FED. R. CIV. P. 73(b)(3).

80. The Clerk of Court in your Office, **failed notify the parties of**

their right to consent to the exercise of such jurisdiction

81. The decision of the parties shall be communicated to the clerk of Court

82. **Elmore v. McCammon** (1986) 640 F. Supp. 905 "...the right Filing a lawsuit pro se is one of the most important. rights under the constitution and laws.

83. **Miller v. US**, 230 F 486, 489. "There can be no sanction or penalty imposed upon one because of this exercise of constitutional. rights."

84. **See Cook v. Mack's Transfer & Storage**, 291 S.C. 84, 352 S.E.2d 296 (Ct.App.1986). The circuit court had no jurisdiction to entertain a common law action for recovery of damages. See id. Accordingly

85. **See: S.C. Supreme Court in Ex re Daniel R. McLeod** v. **Roger A. Crowe**, 272 S.C. 41, 249 S.E.2d 772 (1978), district. jurisdiction between magistrates were allowed, but as of **McLeod v. Crowe, supra**., all magistrates now constitutionally possess "uniform. county wide jurisdiction."

86. To understand the latter two determinations of jurisdiction, subject matter jurisdiction and amount in controversy, one must look to S.C. Code Ann. §§ 22-3-10, and 22-3-20. Section 22-3-10, as limited by § 22-3-20, sets out magisterial jurisdiction over fourteen areas of civil subject matter as follows:

a. Actions on contracts for the recovery of money, where the claim does not exceed $7,500.00.

b. Actions for damages for injury to rights pertaining to the person, or personal or real property, where the damage does not exceed $7,500.00.

c. Actions for a penalty, fine or forfeiture, not to exceed $7,500.00.

d. Actions commenced by attachment of property, as provided by statute, where debt or damages do not exceed $7,500.00.

e. Actions upon a bond conditioned for the payment of money, Not exceeding $7,500.00, whether the money is due in sum total or in installments.

f. Actions upon a surety bond taken by the magistrate, when penalty or amount claimed does not exceed $7,500.00.

g. Actions upon a judgment rendered in magistrate's court when it is not prohibited by the South Carolina Rules of Civil Procedure.

h. Taking and entering judgment on the confession of a defendant in the manner prescribed by law when the amount confessed does not exceed $7,500.00.

i. Actions for damages or for fraud in the sale, purchase, or Exchange of personal property, not to exceed $7,500.00.

j. All landlord and tenant matters, as well as those included in Chapter 33 through 41 of Title 27, encompassing matters of leasehold. estates, rent, ejectment of tenants and undertenants of life tenants.

k. Actions to recover the possession of personal property, whose. stated value does not exceed $7,500.00.

l. In all actions provided for in this section when a filed counterclaim involves a sum not exceeding $7,500.00.

m. In interpleader actions arising from real estate contracts for the recovery of earnest money, only if the sum claimed does not exceed. $7,500.00.

87. As a rule, magistrates need not make a determination. themselves of the amount in controversy for the purpose of determining their jurisdiction, since jurisdiction is determined by the amount claimed. by the plaintiff and not the amount actually due. It should also be. understood. that if a defendant makes a counterclaim against the plaintiff in an amount in excess of $7,500.00, then the initial claim and counterclaim must be transferred to the Court of Common Pleas for that. judicial circuit as required by § 22-3-30.

88. FRAUDULENT CONCEALMENT the actions of hiding something or preventing it from being known…

89. In, Fact the bank may not be at a loss according to the Pooling and Servicing Agreement ("PSA") trusts terms. Notably, banks never inform the courts of the PSA terms in their foreclosure complaints.

90. The Defendant' bank must establish "the existence of the mortgage and mortgage note, ownership of the mortgage and note, and the plaintiff's default in payment." **Campaign v. Barba**, 23 AD3d 327 (2nd Dept. 2005). The PSA is the insurance existing specifically to

protect the banks from homeowner's default, which by its terms always pays any defaulting mortgage and other fees, including real estate taxes. Logically, if the bank is paid then there is no default or damage to the bank. How can a loan be in default if the servicer advanced every payment to cover any alleged default?

91. the PSA for a trust called OAR2 names not one but two servicers as SPECIALIZED LOAN SERVICING LLC, (the master servicer and securities administrator) and Wilshire Credit Corporation. Those servicers are responsible **to advance** payments to protect all mortgaged property in the trust in the event a homeowner defaults in payment (at PSA pages 53 and 116) as follows:

92. "Servicing Advances: All customary, reasonable and necessary "out of pocket" costs and expenses incurred in the performance by a Servicer of its servicing obligations hereunder, including, but not limited to, the cost of **(1) the preservation, inspection, restoration and protection of a Mortgaged Property, including without limitation advances in respect of prior liens, real estate taxes and assessments,** (2) **any collection, enforcement or judicial proceedings, including without limitation foreclosures**, collections, and liquidations, (3) the conservation, management, sale and liquidation of any REO Property, (4) executing and recording instruments of satisfaction, deeds of reconveyance, substitutions of trustees on deeds of trust or Assignments of Mortgage to the extent not otherwise recovered from the related Mortgagors or payable under this Agreement, (5) correcting errors of prior servicers; costs and expenses charged to such Servicer by the Trustee; tax tracking; title research; flood certifications; and lender paid mortgage insurance, (6) obtaining or correcting any legal documentation required

to be included in the Mortgage Files and reasonably necessary for the Servicer to perform its obligations under this Agreement and (7) compliance with the obligations under Sections 13.01 and 13.10." and

93. "Section 6.04 Advances. **If the Monthly Payment on a Mortgage Loan that was due on a related Due Date and is Delinquent** other than as a result of application of the Relief Act and for which the applicable Servicer was required to make an advance pursuant to this Agreement exceeds the amount deposited in the Master Servicer Collection Account that will be used for an Advance with respect to such Mortgage Loan, **the Master Servicer will deposit in the Master Servicer Collection Account not later than the Distribution Account Deposit Date immediately preceding the related Distribution Date an amount equal to such deficiency,** net of the Servicing Fee for such Mortgage Loan, except to the extent the Master Servicer determines any such Advance to be nonrecoverable from Liquidation Proceeds, Insurance Proceeds or future payments on the Mortgage Loan for which such Advance was made. If the Master Servicer has not deposited the amount described above as of the related Distribution Account Deposit Date, the Trustee will, subject to applicable law and its determination of recoverability, deposit in the Master Servicer Collection Account not later than the related Distribution Date, an amount equal to the remaining deficiency as of the Distribution Account Deposit Date. Subject to the foregoing, the Master Servicer shall continue to make such Advances. through the date that the applicable Servicer is required to do so under the Applicable Servicing Agreement. If applicable, on the Distribution Account Deposit Date, the Master Servicer shall present an Officer's. Certificate to the Securities Administrator (i) stating that the Master

Servicer elects not to make an Advance in a stated amount and (ii) detailing the reason, it deems the advance to be nonrecoverable."

94. Circuit Judge, United States Magistrate Kristi F. Curtis, an individual Bar #:8595, in violation of the South Carolina subject matter jurisdiction and amount in controversy, codified as S.C. Code Ann. §§ 22-3-10t seq. and S.C. Code Ann. §§ 22-3-20"),

95. That a Counterclaim was file in this action by the Nelums And never answer by all Defendants

96. A judge is not the court. **People v. Zajic**, 88 Ill.App.3d 477, 410N.E.2d 626(1980).

97. The U.S. Supreme Court has stated that "No state legislator. or executive or judicial officer can war against the Constitution without violating his undertaking to support it.". **Cooper v. Aaron**, 358 U.S.1, 78 S. Ct. 1401 (1958).

98. Any judge who does not comply with his oath to the Constitution of the United States wars against that Constitution and **engages in acts in violation of the Supreme Law of the Land The judge is engaged in acts of treason.** Having taken at least two, if not three, oaths of office to support the Constitution of the United States, and the Constitution of the State of Illinois, any judge who has acted in. violation of the Constitution is engaged in an act or acts of treason. (see below). If a judge does not fully comply with the Constitution, then

his orders are void, **In re Sawyer**, 124 U.S. 200 (1888), **he/she is without jurisdiction, and he/she has engaged in an act or acts of treason.**

TREASON

99. Whenever a judge acts where he/she does not have jurisdiction to act, the judge is engaged in an act or acts of treason. . **U.S. v. Will**,449 U.S. 200, 216, 101 S. Ct. 471, 66 L.Ed.2d 392, 406 (1980); **Cohens v. Virginia**, 19 U.S. (6 Wheat) 264, 404, 5 L. Ed 257 (1821) What is the penalty for treason?

100. Any judge or attorney who does not report the above judges For treason as required by law may themselves be guilty of misprision of treason, **18 U.S.C. Section 2382**

Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "**fraud upon the court**". **In Bulloch v. United States**, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "**Fraud upon the court is fraud** which is directed to the judicial machinery itself It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his/her judicial function ---thus where the impartial functions of the court have been directly corrupted."

101. Fraud upon the court" makes void the orders and judgments of that court. it is also clear and well-settled Illinois law that any attempt to commit "**fraud upon the court**" vitiates the entire proceeding. The People of the State of **Illinois v. Fred E. Sterling**, 357 Ill. 354; 192 N.E. 229 (1934) ("The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other.

transactions."); **Allen F. Moore v. Stanley F. Sievers**, 336 Ill. 316; 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ..."); **In re Village of Willow brook**, 37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything."); **Dunham v. Dunham**, 57 Ill. App. 475 (1894), affirmed 162 Ill.589 (1896); **Skelly Oil Co. v. Universal Oil Products Co.**, 338 Ill. App. 79, 86N.E.2d 875, 883-4 (1949); **Thomas Stasel v. The Federal law** when any officer of the court has committed "fraud upon the court", the orders and judgment of that court is void, of no legal force or effect.

102. In 1994, the U.S. Supreme Court held that **"Disqualification. Is. required if an objective observer.** would entertain reasonable. questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added]. **Liteky v. U.S.**, 114 Ct. 1147,1162 (1994)

103. That Court also stated that Section 455(a) "requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned." **Taylor v. O'Grady**, 888 F.2d 1189 (7th Cir. 1989). **In Pfizer Inc. v. Lord**, 456 F.2d 532 (8th Cir. 1972), the Court stated that "It is important that the litigant not only actually receive. justice, but that he believes that he has received justice.

104. "Recusal under Section 455 is self-executing; a party need not. file affidavits in support of recusal and the judge are obligated to recuse. herself suasponte under the stated circumstances." **Taylor v. O'Grady**, 888 F.2d 1189 (7th Cir. 1989).

105. None of the orders issued by any judge who has been. disqualified by law would appear to be valid. It would appear that they are void as a matter of law and are of no legal force or effect.

106. Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution. **United States v. Sciuto**, 521F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

107. Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his / her property, then the judge may have been engaged in the Federal Crime of "interference with interstate commerce". The judge has acted in the judge's personal capacity and not in the judge's judicial capacity. It has been said that this judge, acting in this manner, has no more lawful authority than someone's next-door neighbors (provided that he is not a judge). However, some judges may not follow the law.

108. If you were a non-represented litigant and should the court.

not follow the law as to non-represented litigants, then the judge has. expressed an "appearance of partiality" and, under the law, it would. seem that he/she has disqualified him/herself.

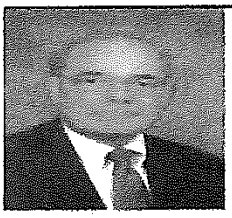
109. However, since not all judges keep up to date in the law, and since not all judges follow the law, it is possible that a judge may not know the ruling of the U.S. Supreme Court and the other courts on this subject. Notice that it states, "disqualification is required" and that a judge "must be disqualified" under certain circumstances.

JUDGE YOU HAVE BEEN AUTOMATICALLY DISQUALIFIED BYLAW.

---

[1]**The Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution**. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggest that he is then engaging in criminal acts of treason and may be engaged in extortion and the interference with interstate commerce.

110. Should there be a refusal to recuse, Plaintiffs petitions. pursuant to the statutorily mandated disqualification under 28 U.S.C. § 455 of BEN N. MILLER, III, JUDGE/ ATTORNEY/ special referee and



[2] His practice has centered on real estate mortgage foreclosures since 1980: -
[3] in relevant part, 28 U.S.C. § 455(a) provides that "[a]ny judge of the United States shall disqualify herself in any proceeding in which his impartiality might reasonably be questioned." In keeping with the aim of "'promot[ing] confidence in the judiciary by

avoiding even the appearance of impropriety whenever possible, ***"United States v. Patti***, 337 F.3d 1317, 1321 (11th Cir.2003) (quoting ***Liljeberg v. Health Servs. Acquisition Corp.***, 486 U.S. 847, 865 (1988)), recusal under § 455(a) turns on "whether an objective, BEN N. MILLER, III, the "Judge and Magistrate" of this action, without any waiver directed or implied to further disqualifications.

[4] Hon, Ben N. Miller, an individual Bar #: 3977 he stated NELSON MULLINS RILEY & SCARBOROUGH LLP, Matthew A. Abee, SC Bar No. 101100) (Madison C. Guyton, SC Bar No.105205, that they didn't know of LPS, LPS network, attorneys had to execute a "Network Agreement" with LPS. This agreement imposed significant. limitations on attorneys and set forth improper fee arrangement between LPS and network attorneys.
LPS Default Solutions, Inc. provides real estate services. The Company offers title and closing services. LPS Default Solutions serves customers in the United States.

[5]Under the Judicial Conduct and Disability Act of 1980 and Title 28, U.S. Code, Section 351(a), any person may file a complaint against a judge for conduct that contravenes court processes.

111. Should there be a refusal to recuse, Plaintiffs petitions.

pursuant to the statutorily mandated disqualification under 28 U.S.C. §

455 of KRISTI F. CURTIS, JUDGE and

[2] Elected by the South Carolina General Assembly: - Year Service: 2018
[3] in relevant part, 28 U.S.C. § 455(a) provides that "[a]ny judge of the United States shall disqualify herself in any proceeding in which his impartiality might reasonably be questioned." In keeping with the aim of "'promot[ing] confidence in the judiciary by **avoiding even the appearance of impropriety** whenever possible, ***"United States v. Patti***, 337 F.3d 1317, 1321 (11th Cir.2003) (quoting ***Liljeberg v. Health Servs. Acquisition Corp.***, 486 U.S. 847, 865 (1988)), recusal under § 455(a) turns on "whether an objective, KRISTI F. CURTIS, the "Judge and Magistrate" of this action, without any waiver directed or implied to further disqualifications.

[4] Hon, Kristi F. Curtis, an individual Bar #:8595 she stated NELSON MULLINS RILEY & SCARBOROUGH LLP, Matthew A. Abee, SC Bar No. 101100) (Madison C. Guyton, SC Bar No.105205, that they didn't know of LPS, LPS network, attorneys had to execute a "Network Agreement" with LPS. This agreement imposed significant. limitations on attorneys and set forth improper fee arrangement between LPS and network attorneys.
LPS Default Solutions, Inc. provides real estate services. The Company offers title and closing services. LPS Default Solutions serves customers in the United States.

[5]Under the Judicial Conduct and Disability Act of 1980 and Title 28, U.S. Code, Section 351(a), any person may file a complaint against a judge for conduct that contravenes court processes.

112. Courts have repeatedly ruled that judges have no immunity

for their criminal acts. Since both treason and the interference with interstate commerce are criminal acts; no judge has immunity to engage in such acts.

113. The reason Fraud upon the Court by Officers of the Court has no statute of limitations is because it can never be, as a check on balance of judicial powers, that an officer of the court may use an inherent level of trust and influence upon the reason **Fraud upon the Court by Officers of the Court has no statute of limitations** is because it can never be, as a check on balance of judicial powers, that an officer of the court may use an inherent level of trust and influence upon the system in the hope that an intentional deception need only skate by a time pathway to succeed.

114. see also **Vitols v. Citizens Banking** Co.,984 F.2d 168, 169–70 (6th Cir. 1993) (explaining that a "magistrate judge, acting pursuant to a reference under § 636(b)(1) or (3), has no authority to issue a dispositive ruling on a motion.

115. "**Fraud upon the court**" has been defined by the 7th Circuit. Court of Appeals to "embrace that species of fraud which does, or Attempts to defile the court itself, or is a fraud perpetrated by officers of The Court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." **Kenner v.C.I.R.,** 387 F.3d 689 (1968); 7 Moore's Federal

Practice, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated "a decision produced by **fraud upon The court** is not in essence a decision at all, **and never becomes final**.

116. (Taking judicial notice Rule 38. Right to a Jury Trial; Demand (a) Right Preserved. The right of trial by jury as declared by the Seventh. Amendment to the Constitution—or as provided by a federal statute—is preserved to the parties inviolate. (b) Demand. On any issue triable of right by a jury, a party may demand a jury trial by demand,

117. THE COURT TAKE JUDICIAL NOTICE SEE **Section 11 Attorneys Network Agreement Confidentiality**. Privileged information supplied To the Firm. By Fidelity shall be kept confidential in accordance: with applicable rules of professional conduct. Notwithstanding anything in this Agreement to the contrary, the Firm shall comply with all privacy and data. protection laws, rules, and regulations which are, or which may in the future. be applicable to the Services. The Firm agrees that it will keep. confidential. and will not use nor disclose to any other party any nonpublic personal, information which it receives from or on behalf of the Client in connection with providing Services under this Agreement, except to perform Services under this Agreement. The term "Nonpublic personal information shall have the meanings set forth in Section 509 of the gramm-Leach Bliley Act (PJ, 106-102X I 5 U.S.C Section 6809) and implementing. Regulations thereof These obligations. shall survive termination of this. Agreement, **That Defendants Demands strict proof. Thereof. At Jury Trial.**

118. THE COURT TAKE JUDICIAL NOTICE 2.9 Name in which Foreclosures or Bankruptcies are Brought or Handled. **Fidelity**

shall instruct Local Counsel to bring all actions for all Mortgage Loans in the name of the Person identified by **DEUTSCHE BANK NATIONAL TRUST COMPANY** at the time of referral. **DEUTSCHE BANK NATIONAL TRUST COMPANY** shall provide Fidelity with the name in which title to the Mortgaged Property shall be taken following a Foreclosure sale. **DEUTSCHE BANK NATIONAL TRUST COMPANY** acknowledges that **Fidelity** shall rely Upon **DEUTSCHE BANK NATIONAL TRUST COMPANY** to provide such information in order For **Fidelity and Local Counsel** to perform the Services identified in Section 2.9.in this Case on referral. Action to Foreclosure NELSON MULLINS RILEY & SCARBOROUGH LLP and **Local Counsel** and Matthew A. Abee, SC Bar No. 101100(Madison C. Guyton, SC Bar No.105205, LPS Default Solutions, Inc. provides real estate. services See: Exhibit-O Any Fraudulent and fabricated Documents That They Need the Law Offices of NELSON MULLINS RILEY & SCARBOROUGH LLP.,

V. I MOVE TO DISQUALIFY JUDGE MILLER BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

- Judge Miller Conflict of Interest: Judges practice of law and dual office holding. each receive compensation for their services to be fixed by law, Judge. Curtis shall not while in office, engage in the practice of law shall there by forfeit his judicial

119. Ben Miller, of McKenzie Lybrand, LLP Lawyer Title Member: Merged into Fidelity in 2010, and Fidelity Assumed All rights, assets, and Liabilities of Lawyers Title. For each transaction, Lawyer's Title issued a title insurance policy address. At: 206 Sumter Street, 2nd Floor Columbia, South Carolina 29201 **FRAUD UPON THIS COURT**

120. [See Lawyers Title Merged into Fidelity in 2010, and Fidelity

VI. I MOVE TO DISQUALIFY JUDGE CURTIS BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

- Judge Curtis Conflict of Interest: Judges practice of law and dual office holding. each receive compensation for their services to be fixed by law, Judge. Curtis shall not while in office, engage in the practice of law shall there by forfeit his judicial

121. The Law Firm of Kristi F. Curtis PA Lawyer Title Member: Merged into Fidelity in 2010, and Fidelity Assumed All rights, assets, and Liabilities of Lawyers Title. For each transaction, Lawyer's Title issued a title insurance policy address. At: 325 W Calhoun St, Sumter, SC 29150

FRAUD UPON THIS COURT

122. [See Lawyers Title Merged into Fidelity in 2010, and Fidelity

Law Firm:	Kristi F. Curtis PA
Lawyer:	Kristi F. Curtis PA
Phone:	803-778-7404
Fax:	
Lawyer Title:	Member
Practice Areas:	Real Estate
Bio:	
Admitted:	1995, South Carolina;
College:	
Law School:	
Membership:	
Web:	
Languages:	English

Assumed All rights, assets, and liabilities of Lawyers Title. For each transaction, Lawyer's Title issued a title insurance policy and a CPL. The issuing agent was Metro-West. A title insurance policy protects against defects and Default in title. "Comparatively, the closing protection letter contains the underwriter's promise to reimburse the addressee if loss results from an agent's failure to follow closing instructions to apply settlement funds in an honest fashion." JP Morgan Chase Bank, 795 F. Supp. 2d at 629. Specifically, the CPLs provided.

123. THE COURT TAKE JUDICIAL NOTICE S.C. Constitution Article V, § 16: Compensation of Justices and Judges. practice of law and dual office holding. The Justices of the Supreme court and the judges of the Court of Appeals and Circuit Court shall each

receive compensation for their services to be fixed by law, which shall not. be diminished during the term. They shall not, while in office, engage in the practice of law, hold office in a political party, or hold any other office or position of profit under the United States, the State, or its political subdivisions except in the militia, nor shall they be allowed any fees or perquisites of office. Any such Justice or judge who shall become a candidate for a popularly elected office shall there by forfeit his judicial office.

124. [See dishonestly or fraudulently handled WaMu's funds. or Documents, thus triggering Fidelity's liability under the CPLs. See Bank of America v. Fidelity Nat. Title Ins. Co., __ N.W. 2d __, 2016 WL 3430535 (Mich. App. 2016) ("FNTIC") (coverage under CPL triggered when closing Agent "had knowledge and participated in the fraudulent scheme").

125. See: Patel v. Specialized Loan Servicing, LLC, No. 16-12100 (11th Cir. 2018) "force-placed insurance" ("FPI") or "lender-placed insurance." "kickbacks" from the force-placed insurer to Specialized Loan Servicing, LLC ("SLS");

126. See LPS DEFAULT SOLUTIONS, INC. v. FRIEDMAN & MACFADYEN, P.A. CIVIL NO. WDQ-13-0794 08-02-2013

127. In the United States District Courts, there are two types of federal judges: United States District Judges (confirmed by the Senate with life tenure); and United States Magistrate Judges (appointed through a merit selection process for renewable, eight-year terms).

128. When both sides to a civil case consent, Magistrate

Judges hear the entire dispute, rule on all motions, and preside at trial.

129. The U.S. district courts are presided over by district judges, who under Article III of the Constitution are appointed by the President, confirmed by the Senate and enjoy lifetime tenure.

130. Magistrate judges and bankruptcy judges serve as judicial. officers of the district courts, but they are appointed for fixed terms of office by Article III judges, rather than the President as the Supreme Court

131. United States magistrate judges are appointed by the judges. of the district courts and serve as an integral part of the district courts. They are not a separate court and have no original jurisdiction of their own

132. United States Magistrate Hon. John E. Waites Bar # 5769, (Case No. 18-05885-jw) in November 2018,),(Case No. 19-80032-jw), in May 2019. (Order on Summary judgment. March 17, 2020.) Chapter 13 of the Bankruptcy, lack subject-matter jurisdiction. Under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**.

a. SCRCP Form 4CE (08/31/2017) Oct 02 9:20 AM RICHLAND – COMMON PLEAS – CASE #2017CP400168 Circuit Judge, United States Magistrate Kristi F. Curtis Bar **#: 8595**, lack subject-matter jurisdiction. under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice,

Consent, and Reference of a Civil Action to a Magistrate Judge was not signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**.

b. See SCRCP Form 4 **See EXHIBIT-B**.

c. Order on Plaintiff's Motion for Sanctions and Gatekeeper Order FILED (Oct 31, 2023) 4:17 PM CASE #2017CP400168 Circuit Judge, United States Magistrate Kristi F. Curtis Bar **#: 8595**, lack subject-matter jurisdiction. under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**.

d. See Order on Plaintiff's Motion for Sanctions Case No. 2017-CP-40-01687 **See EXHIBIT-C**.

133. I MOVE TO DISQUALIFY Attorney/ Judge, United States Magistrate Kristi F. Curtis Bar **#: 8595**, lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not. Signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

134. I MOVE TO DISQUALIFY NELSON MULLINS RILEY & SCARBOROUGH LLP lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not. Signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

135. I MOVE TO DISQUALIFY Local Counsel Matthew A. Abee, SC Bar No. 101100, lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

136. I MOVE TO DISQUALIFY Local Counsel (Madison C. Guyton, SC Bar No.105205 lack subject-matter jurisdiction under 28

U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

137. I MOVE TO DISQUALIFY Jeanette W. McBride Richland County Clerks of Court lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

138. Do Fraud upon the Court, Fraud upon the Judge, and Fraud Upon the Officers of the Court affect a court's jurisdiction ("YES")

139. ***See: United States v. Throckmorton***, 98 U.S. 61(1878) stablished the well settled doctrine at law that fraud vitiates everything, to include judgments, orders, rulings and proceedings, and all judges of all courts of the United States, to

6 The people of the United States and the people of South Carolina, respectively, the State, have a strong interest in protecting their constitutional rights The constitutional right of specific interest of the Janet Nelums & Chris Nelums is the peoples' constitutional right to a fair proceeding overseen by an impartial judge lawful ordained under constitutional judicial power by the people through their Secretary of State pursuant to the Constitution for the United States of America (1789), and said judge (and officers of the court) to not be disqualified from acting as a judge pursuant to South Carolina Constitution, Article 6. 18(a); and is in breach of U.S. Constitution, Article III, Section 1 requiring a "good behavior.

140. The Supreme Court of the United States possesses the power to investigate, question and overturn cases that were decided in lower courts to ensure "EQUAL JUSTICE UNDER LAW' as written above the main entrance to the Supreme Court Building.

141. **See Prohatek Indus., Ltd. v. Equitrac Corp**., 300 F.3d 808, 814 (7th Cir.2002) (affirming district court's grant of a preliminary Injunction

142. **See Ty, Inc. v. GMA Accessories, Inc**., 132 F.3d, 1167,

1169 (7th Cir. 1997) (ordering preliminary injunction preventing the Defendant from selling bean bag animals "Preston the Pig" and "Louie. the Cow" pursuant to plaintiff's action under the Copyright Act as infringing its "Beanie Babies" line of stuffed animals).6.

143. ***See Friends of the Earth, Inc. v. Laidlaw Envtl. Serv.*** (TOC), Inc., 528 U.S.167, 173 (2000) (noting that a district court may prescribe injunctive relief for violation of the Clean Water Act under 33 U.S.C. §§ 1365(a), (g))

144. In their thinly veiled misuse of legal process to halt Plaintiffs' exposure activities, Defendants have engaged in a conspiracy. inflicting harm upon Plaintiffs'. Defendants, acts Violated civil and Constitutional rights, under color of state law, violating federally. protected Rights. These Violations create a cause of action under the Civil Rights Act (Title 18 U.S.C. §§ 1983-1988); Under RICO (Title 18 U.S.C. §§ 1961- 1965).

145. These trusts are each governed by Pooling & Servicing Agreements establishing the duties of various entities involved in the creation and operation of the trust

146. THE COURT TAKE JUDICIAL NOTICE RMBS features a trustee, but the name is deceptive. The trustee is not common law.

trustee with general fiduciary duties. Instead, it has a limited purpose. corporate trustee. whose duties depend on whether there has been a default as defined UN. the PSA. A failure to pay all tranches their regularly scheduled principal and interest payments are not an event of default. Instead, default relates to the financial condition of the servicer, whether the servicer has made required. advances to the trust, whether the servicer has submitted its monthly report, and whether the servicer. has failed to meet any of its covenants. under the PSA.

147. THE COURT TAKE JUDICIAL NOTICE While RMBS servicers do not receive interest on servicing advances, they are. compensated for their "out-of-pocket" expenses. This includes any. expenses spent on preserving the collateral property, including force-placed insurance, legal fees, and other foreclosure-related expenses. Large servicers frequently "in-source" default management expenses to their affiliates.

148. Plaintiffs contends that the court should grant this motion for possession of restitution on the grounds that, as a matter of law, the evidence is sufficient to sustain Defendants burden of proof on the issue that the Defendants and its officers of Nelson Mullins Riley & Scarborough LLP, Matthew A. Abee, an individual, Madison C. Guyton, an individual lacked standing to sue and never stated a valid cause of

action **18 U.S. Code § 1345 –Injunctions against fraud**

149. The Court Should Grant an Injunction Because Defendants is Threatening Acts Which Would Render Judgment Ineffectual

[redacted]

Date of this wire

FIS | desktop Process Management

FIS | desktop Document Management

IndyMac Bank

11/14/[redacted]

Foreclosure Transmittal Package
IndyMac Mortgage

Wired Instructions to Plaintiff's Counsel

To: [redacted]

From:
FIS Foreclosure Solutions, Inc.
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120
Phone: (651) 234-3500

Phone:
Fax:

Why not under the owner?

MORTGAGE CURRENTLY HELD BY AND FORECLOSURE SHOULD BE IN THE NAME OF:
IndyMac Federal Bank FSB

VEST TITLE IN THE NAME OF:
Trust identified,clearly shows mortgage loan is securitized
Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Trust 2006-AR4, Mortgage Pass-Through Certificates, Series 2006-AR4 under the Pooling and Servicing Agreement dated March 1, 2006

Investor: DEUTSCHE BANK
Deutsche Bank National Trust Company identified as "Investor" (Note-Owner) and the entity in which title should vest.
Please consult your Network Agreement to identify and follow any investor specific billing guidelines.

ACCOUNT INFORMATION:
ACCOUNT NUMBER: [redacted]
PRINCIPLE BALANCE:
PAYMENT DUE:
INTEREST RATE:
LIEN POSITION:
INVESTOR LOAN NUMBER [redacted]

BORROWER INFORMATION:
[redacted]

PROPERTY ADDRESS (S):
[redacted]
Instruction not to email on any of these matters

OCCUPANCY STATUS: Original owner occupied

SPECIAL INSTRUCTIONS AND ACCOUNT INFORMATION:
Forward to our attention a copy of your title report obtained for the foreclosure for our review. If any title defects exist that would affect our lien position or ability to obtain clear title by foreclosure, please explain in a cover letter.

Please open an Issue (for files that are able to proceed, or for status) or a Hold (for files which cannot proceed) through FIS;Process Management instead of sending an email on these matters. If your firm has an attachment such as a title worksheet, please upload to FIS;Document Management and then advise you have done so in the Issue or Hold.

FIS Foreclosure Solutions, Inc. / IndyMac Bank

150. **PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES**

151. Plaintiff Janet Nelums & Chris Nelums herein had their Due Process violated by the submission of fraudulent Affidavits related. to foreclosure proceedings which do not comport with South Carolina procedural. rules or fundamental fairness. These Affidavits were and are

materially. false and at best create a significant first issue cloud on title. and, more than likely, render the transactions legally defective.

152. The second issues that Nelson Mullins Riley & Scarborough LLP have is the "Color. of title" is a phrase used in property law that refers to a title to real property. It may have the appearance of good and valid title to a parcel of property, but does not provide full, legally recognized title to the parcel. A person who holds property under color of title does not hold actual title for a variety of possible reasons, e.g., adverse possession. Or there is a significant defect in the written. document supporting title, e.g., a deed, that makes the document invalid.

153. according to the color of title property laws, color of title, that is, a title that is defective, fails to establish true ownership of land. The color of title is also sometimes referred to as "Apparent title," because at first glance it may appear that the document's establishing title is legally valid. In fact, However, they are not. The color of title is based on written documents that purport to establish title but are not. legally sufficient for that purpose.

154. A Clarification of Color-of-Title Color- of-title refers to a document or another instrument that appears to be a legitimate claim of title to a piece of land but due to a title defect, cannot transfer or convey. ownership. In plainer language, a scrap of paper without all the required elements of a clear deed of title could still be used to claim. ownership via adverse possession.

155. **DEUTSCHE BANK NATIONAL TRUST COMPANY** A violation of Section 17(a)(3) (prohibiting engaging in any course of business that operates or would operate as a fraud or deceit upon the purchaser in the offer or sale of securities) may rest on a finding of simple negligence. scienter is not required. ***SEC v. Hughes Capital Corp***., 124 F.3d 449, 453-54 3d Cir. 1997).

156. **See U.S. Bank NA v Cannella:: 2019 ::** New York Other Courts ...Web Neither **U.S. Bank N.A. v Guy,** supra, nor **Deutsche Bank Trust Co. Ams. v Codio, supra**, specifically addressed UCC § 3-202(2). In Guy, the court stated that the plaintiff "by producing the underlying adjustable rate note with an affixed undated allonge. Endorsed in ...

157. (see US Bank N.A. v Cusati, 185 AD3d 870, 871 [2020]). The Plaintiffs reliance on the assignments of the mortgage is misplaced. "Because the mortgage is not the dispositive document of title as to the mortgage loan" (Aurora Loan Servs., LLC v Taylor, 25 NY3d at 362 [internal quotation marks omitted]; see Bank of N.Y. v Silverberg, 86 AD3d 274, 280 [2011]) Since the Defendants failed to establish. Standing,

Borrower Has Standing to Challenge Void Assignment

158. See Supreme Court of California held that a borrower on a

home loan secured by a deed of trust has standing to base an action for wrongful foreclosure on allegations that defects in the purported. assignment of the note and deed of trust renders the assignment. void. *Yvanova v. New Century Mortgage Corp.*, No. S218973 (Cal. Feb. 18, 2016).

A. An injunction is warranted to stop the ongoing fraud and freeze Defendants' assets to prevent ongoing harm to homeowners.

1. Section FRCP 64 (a) Throughout a case, any remedy under the applicable state law that provides for seizing property to secure satisfaction of a potential judgment is available to the plaintiff. But a federal statute governs to the extent it applies.

159. The Fraud Injunction Statute provides broad authority for a court to —enter such a restraining order or prohibition, or take such other action, as is warranted to prevent a continuing and substantial injury to the United States or to any person or class of persons for whose protection the action is brought. **FRCP 64(a)**.

2. An injunction is needed to enjoin the ongoing fraud and prevent serious harm to victims.

160. Second, when "Jurisdiction, once challenged, cannot be Assumed and must be decided." **Maine v. Thiboutot**, 100 S. Ct. 250 and the U.S. Supreme Court stated that if a court is "without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; [..] and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers." **Elliot v. Piersol**, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828).

161. Third, courts are required to follow the decisions of higher courts in the same jurisdiction

162. Fourth, Federal law & Supreme Court cases apply to state. court cases." **Howlett v. Rose**, 496 U.S. 356 (1990). Fifth, this case illustrates the deliberately planned and carefully executed scheme to defraud, directed to the judicial machinery itself, with fabrication of evidence by Respondents in which the attorney and judge are implicated. Coupled with defiance of the higher court, lacking jurisdiction and ignoring Federal law, the main case, now over years-old, has been afforded no discovery, no opportunity to defend, remains in a stayed status and has Plaintiffs Janet Nelums & Chris Nelums under a crippling preliminary entry.

163. Fraud upon the Court by Circuit Judge, United States Magistrate Attorney/ Judge, United States Magistrate Kristi F. Curtis Bar #: 8595 help the party to conceals some material fact within her own knowledge, which it is her duty to disclose, Non-disclosure by Circuit Judge, United States Magistrate Attorney/ Judge, United States Magistrate Kristi F. Curtis Bar #: **8595** becomes fraudulent concealment.

164. United States Bankruptcy Order filed April 1,2020 was approved for payoff or cure by Hon. John E. Waites for Deutsche Bank as Trustee through SLS SPECIALIZED LOAN SERVICING LLC, the amount of Payment $218,479.21

a. Motion for Sanction12.000.00

165. Circuit Judge, United States Magistrate Kristi F. Curtis Bar #: **8595**, in violation of the South Carolina subject matter jurisdiction and amount in controversy, codified as S.C. Code Ann. §§ 22-3-10 et

seq. and S.C. Code Ann. §§ 22-3-20"), lack subject-matter jurisdiction.

166. When the judge is involved in a scheme of bribery (the Aleman cases, **Bracey v. Warden**, U.S. Supreme Court No. 96-6133. June 9, 1997

167. A Clarification of Color-of-Title Color- of-title refers to a document or another instrument that appears to be a legitimate claim of title to a piece of land but due to a title defect, cannot transfer or convey. ownership. In plainer language, a scrap of paper without all the required elements of a clear deed of title could still be used to claim. ownership via adverse possession.

168. Black's Law Dictionary defines forgery as the "act of fraudulently making a false document or altering a real one to be used as if genuine." It is a criminal offense in the US, designated as either a felony or a high-degree misdemeanor. In some states, the charges depend on the details of the crime, including the dollar amount and/or the nature of the document; forging real estate deeds generally leads to a higher-level offense

169. Many fraudulent deeds contain one or more forged details. The grantor or an authorized representative must sign all real property. deeds, so a "false document" may be a new transfer with a non-authentic signature. A signer may pose as the property owner and sign the deed in front of a notary. Others may use a completely made-up.

name or identify themselves as the owner's personal representative.

CHALLENGE TO THE JURISDICTION OF THE COURT

170. TAKE NOTICE: that We, the Plaintiffs Janet Nelums & Chris Nelums, here by Challenge the Jurisdiction of the Court which is the legal procedure for resolving the issue of judicial authority. This measure is necessary in the light of the fact that the Judicial Officer intends to summarily conduct these proceedings without the Court obtaining my clear and unequivocal Consent to be without a Jury, which is in accordance with the mandates of English Common Law for the administration of Justice – with Justice being "the protection of rights and the punishment of wrongs".

171. This Challenge to the Jurisdiction of the Court is to be. determined by a Special Jury.

CHALLENGE GROUNDS:

172. This Challenge to the Jurisdiction of the Court is made on all grounds, including Subject Matter, Relationship and Competency In any action, both parties must give their clear and unequivocal consent to be without a Jury. Without that consent, the Court has no Jurisdiction to proceed summarily, and the Jurisdiction of the Court must be challenged. This Challenge can only be judged by a Special Jury. Should a Judge or Magistrate disregard or dismiss this Challenge, then he or she is liable to punishment for Contempt of Court, which is "interfering with the administration of Justice, as defined above. Should a Judge or Magistrate disregard or dismiss this Challenge, that is a violation of Due Process and the Rule of Law.

173. Challenge of the Jurisdiction of the Court, and of the Judge necessary regarding to these matters and causes and to prove constitutional judicial standing required for this Court and its Judge(s)

before they can proceed one step further, as all proceedings must stop upon a challenge of a court's jurisdiction to hear the case.

174. A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S. Ct. 1409.

175. "Once challenged, jurisdiction cannot be assumed, it must. Be proved to exist." **Stuck v. Medical Examiners**, 94 Ca 2d 751. 211 P2d 389.The burden shifts to the court to prove jurisdiction." Rosemond v. Lambert, 469 F2d 416.

176. "A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732.There is no discretion to ignore lack of jurisdiction." Joyce v. U.S. 474 2D 215.

177. "Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." Latana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F Supp. 150.

178. "The law provides that once State and Federal Jurisdiction has been challenged, it must be proven." Main v. Thiboutot, 100 S. Ct. 2502 (1980).

179. "A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well-established law that a void order can be challenged in any court". OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

JURISDICTION CANNOT BE WAIVED

180. The principles of waiver, consent, and estoppel do not apply.

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JURISDICTION CANNOT BE WAIVED

180. The principles of waiver, consent, and estoppel do not apply.

to jurisdictional issues—the actions of the litigants cannot vest a district court with jurisdiction above the limitations provided by the Constitution and Congress.

181. Judge, United States Magistrate Kristi F. Curtis Bar #: 8595, The Courts of Appeals have unanimously upheld the constitutionality of 28 U.S.C. § 636(c)(1)." *Id.* at 1948 n.12.

182. the clerk of court never sent the parties the original consent. notice 28 U.S.C. §636(c)(2). AO Form 85 Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not. Signed-**See EXHIBIT-A**

183. The issue of consent is key because a magistrate is an Article I (Not Article III) judicial officer, so subject-matter jurisdiction vests under the Federal Magistrates Act only "upon consent of the parties." 28 U.S.C. § 636(c)(1). Such consent is provided in writing and filed with the clerk of the court.

184. No Statutory Laws no Rules nor Regulations can take away. Our Right to Trial by Jury.

185. We do not consent to be without a Jury. The Court has not obtained our consent to be without a Jury which is clear and unequivocal. We have not signed a Memorandum of Consent to be without a Jury and allow this Court to proceed summarily.

186. This Challenge to the Jurisdiction of the Court is to be. determined by a Special Jury

187. "No sanction can be imposed absent proof of jurisdiction." Standard v. Olesen, 74 S. Ct. 768

188. By order dated November 12, 2015, DEMANDS A TRIAL BY JURY, the Supreme Court of South Carolina has now mandated mediation in all 46 counties in both civil and domestic cases

COUNT I
(Injunctive Relief

189. The PLAINTIFFS re-alleges and incorporates by reference. Paragraphs 1 through 156 of this Complaint as though fully set forth. herein.

190. By reason of the conduct described herein, Defendants. violated, is violating, and is about to violate 18 U.S.C. §§ 1341 and 1343. by facilitating a scheme and artifice to defraud and obtain money or property by means of false or fraudulent representations with the intent. to defraud, and, in so doing, use the United States mails and interstate. or foreign wire communications.

191. Upon a showing that Defendants is committing or about to commit mail or wire fraud, the United States is entitled, under 18 U.S.C. § 1345, to seek a permanent injunction restraining all future fraudulent conduct and to any other action that this Court deems just and proper to prevent a continuing and substantial injury to victims.

192. As a result of the foregoing, the Court should enjoin. Defendant's conduct under 18 U.S.C. § 1345.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Janet Nelums & Chris Nelums, requests of the Court the following relief:

A. That the Court issue a permanent injunction, pursuant to 18 U.S.C.

§ 1345, ordering that Defendants is restrained from engaging participating, Deutsche Bank as Trustee through SLS, agrees to maintain in full. force and effect. A professional Liability Policy. The minimum amount of Coverage shall not be less than one Million Dollars ($1,000.000.000). Invoice settlement services for payment concealment of ($218,479.21), Deutsche Bank as Trustee and SLS submitted. fraudulent proof of claim on April 1,2020 in the name of creditor Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002,

B. The Court Should Grant an Injunction Because Defendants Is Threatening Acts Which Would Render Judgment Ineffectual, or assisting in any Insurance scam or money transmitting business; and

C. That the Court issue a permanent injunction, pursuant to 18 U.S.C. § 1345, ordering that Defendant is restrained from engaging, participating, or assisting in any scam or money transmitting business; and Defendants for Concealment of Default Insurance Payment that was paid out from the Plaintiffs Property And using Plaintiffs Names to Secure Insurance Payments from a Fraudulent Insurance Kickback-scheme Invoice settlement services for payment

D. That the Court order such other and further relief as the Court shall deem just and proper.

JANET LOUISE NELUMS AND CHRIS NELUMS DEMANDS A TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT AND TRIABLE BY A JURY

Respectfully submitted on this 22 day of March, 2024

Janet Louise Nelums

Janet Louise Nelums
Chris Nelums
813 N. Highland Forest Dr,
Columbia, SC 29203-1929
(803) 730-6003
jnelums@gmail.com
chrisnelums@yahoo.com

CERTIFICATE OF SERVICES

I HEREBY CERTIFY that a copy of the foregoing Plaintiffs **COMPLAINT FOR PERMANENT INJUNCTION AND CHALLENGE TO THE JURISDICTION OF THE COURT** of Defendant's ON Friday, was served by email and Certified Registered Letter on March 22, 2024 to the below listed parties:

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcurtissc@sccourts.org

Mr. Warren Stephen Curtis
Curtis & Croft, LLC
PO Box 3220
Sumter, SC 29151-3220
warren@curtisandcroft.com
(803) 778-7404

NELSON MULLINS RILEY & SCARBOROUGH LLP
Matthew A. Abee, SC Bar No. 101100
Madison C. Guyton, SC Bar No.105205
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000
Email: matt.abee@nelsonmullins.com
Email: madison.guyton@nelsonmullins.com

Environmental Justice and Enforcement
U.S. Attorney's Office
Attn: Johanna Valenzuela, Justice Coordinator
District of South Carolina
1441 Main Street, Suite 500
Columbia, SC 29201
Ph (803-929-3000
USASC.EnvironmentalJustice@usdoj.gov

Contacts
Keisha Long
803-898-0774
Environmental Justice Coordinator
Office of Environmental Affairs

Chaquetta Greene
803-521-5746
Environmental Justice Associate
Office of Environmental Affairs

Mr. Ben N. Miller, III
Mckenzie Lybrand, LLP
1704 Main Street
Columbia, South Carolina 29201
bmiller@mckenzielybrand.com
(803) 223-6155

Scott and Corley
ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

EXHIBIT-A

AO 85 (Rev. 02/17) Notice, Consent, and Reference of a Civil Action to a Magistrate Judge

UNITED STATES DISTRICT COURT

for the

Plaintiff	)	
v.	)	Civil Action No.
Defendant	)	

NOTICE, CONSENT, AND REFERENCE OF A CIVIL ACTION TO A MAGISTRATE JUDGE

Notice of a magistrate judge's availability. A United States magistrate judge of this court is available to conduct all proceedings in this civil action (including a jury or nonjury trial) and to order the entry of a final judgment. The judgment may then be appealed directly to the United States court of appeals like any other judgment of this court. A magistrate judge may exercise this authority only if all parties voluntarily consent.

You may consent to have your case referred to a magistrate judge, or you may withhold your consent without adverse substantive consequences. The name of any party withholding consent will not be revealed to any judge who may otherwise be involved with your case.

Consent to a magistrate judge's authority. The following parties consent to have a United States magistrate judge conduct all proceedings in this case including trial, the entry of final judgment, and all post-trial proceedings.

Printed names of parties and attorneys	*Signatures of parties or attorneys*	*Dates*

Reference Order

IT IS ORDERED: This case is referred to a United States magistrate judge to conduct all proceedings and order the entry of a final judgment in accordance with 28 U.S.C. § 636(c) and Fed. R. Civ. P. 73.

Date:

District Judge's signature

Printed name and title

Note: Return this form to the clerk of court only if you are consenting to the exercise of jurisdiction by a United States magistrate judge. Do not return this form to a judge.

Print | Save As | Reset

EXHIBIT-B

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP4001687

Deutsche Bank National Trust Company et al
PLAINTIFF(S)

Christopher Nelums et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ ACTION DISMISSED (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ ACTION STRICKEN (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ STAYED DUE TO BANKRUPTCY

☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

I heard Defendants' Motion to Disqualify during the August 21st term of court in Richland County and took the matter under advisement. After reviewing the Motion, relevant case law, and the record, I find that Defendants have failed to establish sufficient grounds for disqualification under Rule 501, Canon 3(E)(1). The Motion to Disqualify is therefore denied.

ORDER INFORMATION

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

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/29/2023 .

Ntc/Non Party
Janet L Nelums for Janet L Nelums
Christopher Nelums for Christopher Nelums
Robert A Bernstein for Best Distributing Company
Imperial Warehouse Finance Inc
Janet L Nelums for Janet L Nelums
Christopher Nelums for Christopher Nelums
Janet Nelums

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

SCRCP Form 4CE (08/31/2017)

Page 1 of 2

ELECTRONICALLY FILED - 2023 Oct 02 9:20 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES

Court Reporter:

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

ELECTRONICALLY FILED - 2023 Oct 02 9:20 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES

ELECTRONICALLY FILED - 2023 Oct 02 9:20 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

Richland Common Pleas

Case Caption:	Deutsche Bank National Trust Company , plaintiff, et al vs Christopher Nelums , defendant, et al
Case Number:	2017CP4001687
Type:	Order Electronic Form 4

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

Electronically signed on 2022-09-29 16:07:45 page 3 of 3

PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES

EXHIBIT-C

ELECTRONICALLY FILED - 2023 Oct 31 4:17 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4001687

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT
Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002. Plaintiff. vs. Janet L. Nelums a k a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company. Defendants.	Civil Action No. 2017-CP-40-01687 **Order on Plaintiff's Motion for Sanctions and Gatekeeper Order**

This is a foreclosure action involving 813 N. Highland Forest Drive, Columbia, SC 29203 (Parcel 11916-2-16) (the "Property"). On August 21, 2023, the Court heard the Motion for Sanctions Against Janet and Christopher Nelums and Entry of a Gatekeeper Order ("the Motion") filed by Plaintiff Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002 by WebEx. Present for the hearing was Matthew A. Abee of Nelson Mullins Riley & Scarborough LLP for Plaintiff, and Defendants Janet L. Nelums a/k/a Janet Nelums and Christopher Nelums, both appearing *pro se*. All parties were appropriately notified of the hearing.

After reviewing the Motion, relevant case law, and the record, I find it proper to enter a vexatious-litigant gatekeeper order barring Janet and Christopher Nelums ("Defendants") from filing new documents related to the Property without leave of the Court or the signature of a licensed attorney. The Court also makes the following findings of fact and conclusions of law.

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Findings of Fact

A. 2013 Foreclosure Proceedings

As set forth in the Special Referee's Foreclosure Order, in August 2002, Janet L. Nelums signed a $112,000 note to Plaintiff predecessor-in-interest. (Foreclosure Order and J. ¶ 11, July 1, 2021).[1] Defendants also signed a first-priority mortgage on the Property, which was recorded in the County Register of Deeds. (*Id.* ¶ 12.) Defendants defaulted on the mortgage, (*id.* ¶ 10), and Plaintiff sued them and others for foreclosure. (*Id.* ¶ 4.) Defendants answered and counterclaimed for (1) accounting; (2) failure to provide default notice; (3) breach of contract rescission; (4) violation of the Truth in Lending Act; (5) violation of the Real Estate Settlement and Procedures Act; (6) predatory lending; (7) predatory servicing; (8) violation of the Fair Debt Collection Practices Act; and (9) malicious prosecution. (*Id.* ¶ 5.) The Clerk of Court referred the case to the Master in Equity in February 2014, but in November 2014, the Master recused himself. (*Id.* ¶ 4.) The Circuit Court then granted Plaintiff's motion for judgment on the counterclaims. (Order Granting Mot. for J. on the Pleadings, July 16, 2015; Foreclosure Order ¶ 5.) Then in November 2015, the case was stricken from the active roster under Rule 40(j), SCRCP. (*Id.* ¶ 4.)

B. 2017 Foreclosure Proceedings and Ms. Nelums's Bankruptcy

Plaintiff restored the case to the roster in March 2017 (Case No. 2017-CP-40-01687) and the Clerk of Court referred the case to the Honorable Jeffrey M. Tzerman, Special Referee. (*Id.*)

[1] This matter was previously referred to the Richland County Master in Equity Joseph M. Strickland. After he recused, the Clerk referred the matter to Special Referee Jeffrey M. Tzerman. Thereafter, the Special Referee also recused himself, vesting jurisdiction of the matter in the Circuit Court once again. Although Defendants sought to have the undersigned judge and Plaintiff's counsel also disqualified, the Court denies Defendants' motion and concludes it may properly consider the pending motions in this action. The Court rejects Defendants' claim that Plaintiff's current and former counsel is also disqualified from representing Plaintiff.

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Ms. Nelums petitioned for relief under Chapter 13 of the Bankruptcy Code (Case No. 18-05885-jw) in November 2018, and the Court stayed the foreclosure. (Foreclosure Order ¶ 9.). Then Ms. Nelums filed an adversary proceeding against Plaintiff and its servicing agent, Specialized Loan Servicing LLC ("SLS") (Case No. 19-80032-jw), in May 2019. (*See* Pl.s' Mot. Exhibit 4, Bankr. Order on Summ. J., March 17, 2020.)[2]

After discovery and a hearing, the Bankruptcy Court granted summary judgment against Ms. Nelums. (*Id.* at 1.) Among other arguments, the Bankruptcy Court rejected Ms. Nelums' claims that Plaintiff and SLS (1) were not creditors under the Bankruptcy Code; (2) lacked rights of payment under Article 3 of the South Carolina Commercial Code; (3) lacked standing to foreclose on the note and mortgage; (4) could not enforce the note and mortgage because of securitization; and (5) had no valid note and mortgage because servicing pooling agreements between Plaintiff and SLS rendered them void. (*Id.* at 6–19.) Ms. Nelums' bankruptcy counsel withdrew shortly after the order. Ms. Nelums then filed a 112-page motion with 353 pages of attachment *pro se* titled "Motion Fraud Upon the Court Bogus Adversary Proceeding We Demand for a Mistrial," which the Court denied in a detailed 17-page order. (Pl.s' Mot. Exhibit 5, Order Denying Motion, May 22, 2020.) The Court rejected Ms. Nelums' claims that counsel for Plaintiff and SLS—the same firm previously representing Plaintiff in this foreclosure—committed fraud upon the court. (*Id.*)

In the month after granting summary judgment in the adversary proceeding, that court also dismissed Ms. Nelums' bankruptcy case. (Pl.s' Mot. Exhibit 6, Order Dismissing Bankr., April

[2] Defendants raised no objection to the Court's consideration of the court filings in the collateral proceedings. These filings are appropriate subjects for taking judicial notice, and the Court does so here.

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21, 2020; *see also* Foreclosure Order ¶9.) This dismissal caused the Special Referee to restore this foreclosure to the active docket, and then issue his Foreclosure Order and Judgment in July 2021. (*Id.*)[3] In so doing, he rejected Defendants' claim—renewed in their pending Temporary Injunction Motion—that Plaintiff does "not have the right to foreclose on the property because said defendant, and each of them, did not properly comply with the terms of plaintiffs own scrutinization requirement[.]" (Def.s' Mot. Temp. Inj. at 29, ¶59.) In rejecting this claim, the Court noted that the bankruptcy court had already resolved Ms. Nelums' claim that Plaintiff lacked standing to foreclose. (Foreclosure Order at 8.)[4] The Special Referee then issued a $150,000 appellate-bond order. (Order Setting Appeal Bond, July 1, 2021.)

C. Defendants' Frivolous RICO Lawsuit and Appeal

While the case was proceeding towards a foreclosure sale, Defendants again turned to the federal courts by filing a *pro se* complaint in alleging RICO claims against Bankruptcy Judge John E. Waites, Special Referee Jeffrey Tzerman, foreclosure counsel, Defendants' prior retained counsel, Plaintiff, and SLS (Case No. 3:21-cv-2161). (Pl.s' Mot. Exhibit 7, Report and Recommendation, Aug. 31, 2021; Pl.s' Mot. Exhibit 8, Order Adopting R&R, Feb. 2, 2022.) Defendants commenced the lawsuit by filing a "Motion for an *Ex-Parte* Temporary Restraining

[3] When the case was restored to the active roster in 2017, Attorney Adrianne L. Turner was listed as counsel of record for Defendants. She originally appeared as counsel for Defendants in 2014, about a year after they had filed their counterclaims pro se. (Not. Appearance, July 2014.) She represented Defendants when this Court granted Plaintiff's motion for judgment on the pleadings. Although she moved to withdraw as counsel in April 2021, no order granting the withdrawal was filed until February 10, 2023. Plaintiff does not seek sanctions against Ms. Turner and the Court determines that she has *not* been involved in the numerous frivolous filings from Defendants in any way.

[4] This Court has reviewed the filings from the bankruptcy proceedings that were filed with the Motion and agrees that the issues raised again by Defendants here have been raised and ruled upon already. Each court to have considered Defendants' challenges to the foreclosure have rejected them. So too does this Court.

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Order. Show Cause Order. and Permanent Injunction with Asset Freeze." which the District Court characterized as "frivolous" for four reasons. (Pl.s' Mot. Exhibit 6. R&R at 4–7.) The District Court dismissed the action and Defendants appealed (Case No. 22-1223). The Fourth Circuit Affirmed in June 2022. (Pl.s' Mot. Exhibit 9. Unpublished Op.. June 27. 2022.)

D. Status of the 2017 Foreclosure

In August 2022. Plaintiff gave notice of a September 7. 2022. foreclosure sale. Six days before the sale. Defendants filed their *pro se* Temporary Injunction Motion with this Court. The 47-page motion purports to assert 11 causes of action: lack of standing. fraud in the concealment. fraud in the inducement. intentional infliction of emotional distress. slander of title. quiet title. declaratory relief. violation of TILA. violation of RESPA. rescission. and anti-trust. This filing is frivolous as it raises the same issues Defendants had previously raised and had rejected in the previous proceedings. The motion also improperly and without any evidentiary support accuses Plaintiff. its counsel. and this Court of wrongdoing. fraud. ethics violations. and even treason. Because of the allegations created the appearance of impropriety. the Special Referee recused himself in November 2022. Plaintiff's counsel also withdrew for the same reasons.

E. Plaintiff's Attempts to Confer with Defendants

On February 7. 2023. Plaintiff's counsel notified Defendants by letter that it intended to file its Motion for sanctions. enclosing a copy of the draft motion. (Pl.s' Mot. Exhibit 10. Letter to Defendants.) The letter gave Defendants ten days to withdraw their Motion for Temporary Injunction and to agree to allow the foreclosure sale to proceed.[5] Plaintiff's counsel mailed and

[5] Although not required by Rule 11 or the FCPSA. DBNT gave this pre-filing notice out of an abundance of caution and so Defendants could be on notice that their frivolous conduct could result in monetary and non-monetary sanctions. *Burns v. Universal Health Servs. Inc.*. 340 S.C. 509.

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emailed a second letter on February 21, 2023, giving borrowers through Friday, February 24, 2023, to withdraw the motion. (Pl.s' Mot. Exhibit 11, Letter to Defendants (without enclosures).) Defendants failed to respond to Plaintiff's attempts to resolve the matter in good faith.

Based on the record and arguments presented at the hearing, the Court concludes that Defendants have abused the judicial process and engaged in a pattern of frivolous litigation aimed at stalling the foreclosure instead of the rightful administration of contested issues before the Court. The Court also finds that Defendants have been given ample opportunity to withdraw their frivolous filings and avoid the entry of this Order by the Court, but have refused or declined to do so despite notice that such filings could result in sanctions. As a result, the Court finds this gatekeeper order is reasonable, necessary, and appropriately tailored to address Defendants' conduct. The Court further finds it has the authority to enter this gatekeeper order under Rule 11, SCRCP, the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 through -100 ("FCPSA"), and its inherent authority.

Conclusions of Law[6]

"[A] court of equity may properly intervene to prevent continued and vexatious litigation[.]" *Ramantanin v. Poulos*, 240 S.C. 13, 25, 124 S.E.2d 611, 617 (1962). The State's courts have a history of issuing such pre-filing injunctions. *See Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 165 n.18, 758 S.E.2d 483, 498 n.18 (2014). Rule 11 and the FCPSA anticipate them as well. *Ex parte Bon Secours-St. Francis Xavier Hosp., Inc.*, 393 S.C. 590, 598, 713 S.E.2d 624, 628 (2011) (authorizing trial courts to issue under Rule 11 "a directive of a nonmonetary

514, 532 S.E.2d 6, 9 (Ct. App. 2000) (requiring notice and an opportunity to respond to any motion for sanctions under Rule 11, SCRCP).

[6] Any conclusions of law that are findings of fact shall be so regarded, and vice-versa.

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nature designed to deter the party or the party's attorney from bringing any future action in bad faith."); S.C. Code Ann. § 15-36-10 (authorizing sanctions that include "a directive of a nonmonetary nature, including injunctive relief, designed to deter a future frivolous action or an action in bad faith."). A trial court "has inherent power to do all things reasonably necessary to the administration of justice in the case before it." *State-Rec.*, 332 S.C. at 349, 504 S.E.2d at 593 (1998), including those necessary "to punish for offenses that are calculated to obstruct, degrade, and undermine the administration of justice." *Miller v. Miller*, 375 S.C. 443, 455, 652 S.E.2d 754, 760 (Ct. App. 2007) (quoting *Brandt v. Gooding*, 368 S.C. 618, 628, 630 S.E.2d 259, 264 (2006)).

"[B]ecause many of the terms used in the [FCPSA] also appear in Federal Rule 11, the South Carolina courts may look to decisions interpreting the Federal Rule to determine what constitutes a proper purpose and good faith with respect to potential liability of attorneys under the [FCPSA]." *Father v. S.C. Dep't of Soc. Servs.*, 345 S.C. 57, 72 n.34, 545 S.E.2d 523, 531 n.34 (Ct. App. 2001) (quoting Susan Taylor Wall & Joseph R. Weston, *An Analysis of Current Theories of Liability*, 45 S.C. L.Rev. 857, 871 (1994)), *aff'd*, 353 S.C. 254, 578 S.E.2d 11 (2003). The Fourth Circuit uses a four prong test for deciding when a gatekeeper order is warranted: (1) the party's history of litigation, in particular whether he has filed vexatious, harassing, or duplicative lawsuits; (2) whether the party had a good-faith basis for pursuing the litigation, or simply intended to harass; (3) the extent of the burden on the courts and other parties resulting from the party's filings; and (4) the adequacy of alternative sanctions. *Cromer v. Kraft Foods N. Am., Inc.*, 390 F.3d 812, 818 (4th Cir. 2004).[7] Pre-filing injunctions are appropriate where a litigant repeatedly

[7] Other states have adopted the *Cromer* test. *Barrington v. Dyer*, 282 N.C. App. 404, 409, 872 S.E.2d 88, 93 (N.C. Ct. App. 2022) (affirming trial court's gatekeeper order under *Cromer* standard). Thus, the Court concludes it is the proper test to be applied here.

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sues "everyone that did anything even remotely connected to a foreclosure." *Scott v. U.S. Bank, N.A.*, No. 2:09-cv-516, 2011 WL 10618730, at *1 (E.D. Va. Oct. 14, 2011).

The *Cromer* elements are met here. *First*, Defendants have a history of *pro se* filings in state and federal court. Given the duplicative claims and arguments they have raised, Defendants have a history of "vexatious, harassing, or duplicative lawsuits" establishing the first prong. This is especially true given that other courts have previously considered and rejected Defendants' foreclosure challenges. *Second*, Defendants have presented no good-faith basis for accusing DBNT and well-respected members of the South Carolina Bar of fraud, ethical violations, and even starting "a war against South Carolina. [sic] constitution." and claiming they "will be jailed." (Mot. Temp. Inj. at 7, ¶11.) *Kalos v. Centennial Sur. Assocs.*, No. CCB-12-1532, 2012 WL 6210117, at *6 (D. Md. Dec. 12, 2012) (considering litigants' decision to sue counsel connected to previous litigation in granting pre-filing injunction). Such claims can be intended only to harass those parties and stall the foreclosure. *Third*, Defendants repeated frivolous filings have placed a burden on Plaintiff and its counsel, as well as the now nine judges across four courts who have been called to respond to Defendants' claims. Further, Defendants have been put on notice by a federal judge that their claims were frivolous. *Id.* (considering prior warnings that claims were frivolous when granting gatekeeper order).

Fourth, monetary sanctions cannot address Defendants' repeated abuses of the court system and the waste of time their filings have caused. Defendants' involvement in foreclosure proceedings suggest they may not have liquid assets available to satisfy monetary sanctions. Defendants' repeated filings seek only to stall Plaintiff's ability to sell the Property at foreclosure and secure the equitable relief this Court has already determined it is entitled to. A sanction short of prohibiting Defendants from presenting frivolous filings would be inadequate.

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As a result, the Court finds and concludes that the gatekeeper order Plaintiff seeks is both appropriate and narrowly tailored to permit Plaintiff to exercise its remedies under the mortgage.

Order

Therefore, it is **ORDERED** that:

1. Defendants are **PROHIBITED** from filing, presenting, or serving additional documents, papers, or pleading related to the Property, Plaintiff, SLS, and/or this foreclosure until the Property can be sold and the foreclosure proceedings completed unless (i) Defendants secure leave of the undersigned to present the document to the Clerk of Court, or (ii) the filing is signed by a member of the South Carolina Bar in good standing. This order is not meant to prohibit Defendants from resorting to the judicial branch to redress the claims, but is necessary to prevent additional frivolous proceedings from being initiated by Defendants. *Defendants are cautioned that a failure to comply with the provisions of this order is punishable by contempt of Court.*

2. The Clerk of Court is **ORDERED** that it may *not* accept for filing any document, paper, or pleading from Defendants in this foreclosure unless it is accompanied by a separate Order from the undersigned permitting the filing or unless it is signed by a member of the South Carolina Bar in good standing. Plaintiff's counsel is **ORDERED** to provide a copy of this order to the Clerk of Court, specifically directing her and her deputies' attention to this provision of the Order.

3. To remedy Defendants' frivolous pleadings aimed at delaying this matter and ensure this foreclosure proceeds towards a timely resolution, it is **ORDERED** that Plaintiff shall file a motion to refer this matter to a special referee in this matter given the recusal of the Richland County Master in Equity. Upon the filing of such motion, the Richland County Clerk of Court refer this matter to another appropriate special referee for the resolution of all remaining issues and judgments necessary in this action. *See* Rule 53, SCRCP. Upon the entry of the order of

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reference, the special referee shall be further empowered to enforce, modify, or amend the terms of this gatekeeper order as he or she deems appropriate to remedy the frivolous litigation in which Defendants have engaged to date.

4. Plaintiff's counsel is **ORDERED** to serve a copy of this order on Defendants by regular mail and to file a certificate of service, in accordance with Rule 5, SCRCP.

IT IS SO ORDERED.

[Court's electronic signature page to follow.]

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Richland Common Pleas

Case Caption:	Deutsche Bank National Trust Company , plaintiff, et al vs Christopher Nelums , defendant, et al
Case Number:	2017CP4001687
Type:	Order Sanctions

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

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CERTIFICATE OF SERVICES

I HEREBY CERTIFY that a copy of the foregoing Plaintiffs NOTICE OF INTERVENERS BY RIGHT AND CROSS-CLAIMANT S' DEMAND TO COMPEL DISCOVERY AND INSPECTION OF EVIDENCE AND CHALLENGE OF THE JURISDITION OF THE COURT, AND OFTHE JUDGE. of Defendant's on Thursday, was served by email and Certified Registered Letter on March 20, 2024, to the below listed parties:

The Honorable Kristi F. Curtis
215 North Harvin Street
Sumter, SC 29150
OFFICE: (803) 436-2152
FAX: (803) 774-2825
kcurtissc@sccourts.org Sent

Mr. Warren Stephen Curtis
Curtis & Croft, LLC
PO Box 3220
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NELSON MULLINS RILEY & SCARBOROUGH LLP
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Environmental Justice and Enforcement
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The United States
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U.S. Attorney
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The Honorable Daniel J. Rickenmann
1737 Main Street
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803-447-9768
Mayor@columbiasc.gov Sent

SC Secretary of State's Office
1205 Pendleton Street
Suite 525
Columbia, SC 29201

Scott and Corley

ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

RECEIVED
JUN 25 2024
S.C. SUPREME COURT

2.
A COPY OF THE ORDER[S] AND JUDEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
JUDGMENT NO. 2017CP4001687

Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002,

Plaintiff,

vs.

Janet L. Nelums a/k/a Janet Nelims; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company;

Defendants.

SPECIAL REFEREE'S REPORT ON SALE, ORDER OF CONFIRMATION, AND ORDER FOR DEFICIENCY JUDGMENT
(Non-Jury Foreclosure)

1. On June 29, 2021, the Honorable Jeffrey M. Tzerman as Special Referee in the above-captioned foreclosure action issued his Special Referee's Order Granting Plaintiff's Motion for Summary Judgment and Order and Judgment of Foreclosure and Sale. On the same date, the Special Referee issued an Order Setting Appeal Bond. Both the Judgment and the Order were filed on July 1, 2021, with the Richland County Clerk of Court.

2. No appeal was filed to the Judgment.

3. By Order filed November 16, 2022, Judge Tzerman recused himself as Special Referee in the case.

4. On October 31, 2023, the Honorable Kristi F. Curtis as Circuit Court Judge issued her Order on Plaintiff's Motion for Sanctions and Gatekeeper Order for the reasons stated therein. In the Order, the Defendants Janet L. Nelums and Christopher Nelums were specifically

> "...prohibited from filing, presenting, or serving additional documents, papers, or pleading related to the Property, Plaintiff, SLS, and/or this foreclosure until the Property can be sold, and the foreclosure proceedings completed unless (i) Defendants secure leave of the undersigned to present the document to the Clerk of Court, or (ii) the filing is signed by a member of the South Carolina Bar in good standing."

Brian Page

5. Pursuant to additional terms of Judge Curtis's Order, the Richland County Clerk of Court on January 9, 2024, issued her Order appointing the undersigned as Special Referee to conduct a foreclosure sale and to issue related post-sale documents.

6. On February 20, 2024, the undersigned issued his Notice of Special Referee's Sale scheduling the foreclosure sale for April 1, 2024.

7. On March 25, 2024, the Defendants Janet L. Nelums and Christopher Nelums filed with the Richland County Clerk of Court documents which were not signed by a licensed South Carolina attorney and were not authorized by Order of Judge Curtis. On the Motion Coversheet, the Defendants checked the box indicating "No Hearing Requested." The coversheet also has the following note: "Filer was aware of order dated 10-31-2023 and still requested his 3 motions be filed."

8. On April 28, 2024, the Nelums sent the undersigned an email with documents attached. Again, this submission was without the authority of Judge Curtis and without the signature of a licensed South Carolina attorney.

9. To the extent that the filing of March 25, 2024, and the email of April 28, 2024, constitute motions, the relief is denied as being a submission in violation of the October 31, 2023, Order of Judge Curtis.

10. Pursuant to the Judgment of Foreclosure and Sale by the Honorable Jeffrey M. Tzerman dated June 29, 2021, and filed with the Clerk of Court on July 1, 2021, and after due legal advertisement and publication according to law, on April 1, 2024, the undersigned as Special Referee conducted an auction of the property therein described and received from the Plaintiff Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002, ("Plaintiff") a bid of $201,388.37, that being the highest bid made on sales day.

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11. The bidding remained open for thirty (30) days as required by the Decree and by Section 15-39-720, Code of Laws of South Carolina, 1976, and on May 1, 2024, the Plaintiff was declared the successful bidder, no further bids having been made.

12. The Plaintiff has paid the costs of the action as required by the Judgment.

13. The undersigned executed and delivered to the Plaintiff a good and sufficient deed of conveyance to the property so sold.

14. The undersigned has paid out and disbursed all funds received in accordance with the Computation attached hereto.

15. Pursuant to the Judgment of Foreclosure and Sale previously issued by Judge Tzerman, I find that the Plaintiff is entitled to have a personal and deficiency judgment against the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums in the amount of $125,237.31 as shown on the attached Computation, together with interest thereon at the rate of 5.875% per annum from May 1, 2024, until paid.

IT IS ORDERED that:

1. The sale of the subject property and the within Report are hereby confirmed.

2. The Plaintiff Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002, have a personal and deficiency judgment against the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums in the amount of $125,237.31 as shown on the attached Computation, together with interest thereon at the rate of 5.875% per annum from May 1, 2024, until paid.

3. Any relief sought by the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums in the documents filed with the Clerk of Court on March 25, 2024, and emailed to the undersigned on April 28, 2024, is hereby denied in that the filing and submission

were in contravention of the Order of Kristi F. Curtis filed October 31, 2023.

AND IT IS SO ORDERED.

May 13, 2024

Columbia, South Carolina

BEN N. MILLER III as Special Referee

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
JUDGMENT NO. 2017CP4001687

Deutsche Bank National Trust Company as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing Agreement dated September 1, 2002,

Plaintiff,

vs.

Janet L. Nelums a/k/a Janet Nelims; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company;

Defendants.

COMPUTATION OF DEFICIENCY JUDGMENT
(Non-Jury Foreclosure)

A. Amount due Plaintiff per Special Referee's Order and Judgment of Foreclosure and Sale dated June 29, 2021:

(a)	Judgment amount with interest on principal amounts to June 4, 2021.	$276,447.30
(b)	Interest on judgment amount from June 4, 2021, to May 1, 2024, at 5.875% per annum (1061 days)	47,214.50
TOTAL DEBT PER JUDGMENT		$323,661.80
(c)	Special Referee's fees and commission paid by the Plaintiff.	$ 2,138.88
(d)	Publication costs paid by the Plaintiff.	825.00
TOTAL DEBT PER JUDGMENT		$326,625.68

B. Amount bid the Plaintiff $201,388.37

C. Amount of Deficiency against the Defendants Janet L. Nelums, also known as Janet Nelums, and Christopher Nelums (A-B). $125,237.31

BALANCE OF FEES PAYABLE TO SPECIAL REFEREE:

Reference fee	$ 125.00
Commission	2,013.88
Balance due	$ 2,138.88

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-40-01687

Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002
PLAINTIFF(S)

Janet L. Nelums a/k/a Janet Nelums; Christopher Nelums; Imperial Warehouse Finance, Inc.; and Best Distributing Company
DEFENDANT(S)

Submitted by: Scott and Corley, P.A.	**Attorney for:** ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED FOR BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

The property which is the subject of this action sold at public sale pursuant to the Special Referee's Report and Judgment of Foreclosure and Sale.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Deutsche Bank National Trust Company, as Trustee for Home Equity Mortgage Loan Asset-Backed Trust, Series SPMD 2002-B, Home Equity Mortgage Loan Asset-Backed Certificates, Series SPMD 2002-B under the Pooling and Servicing agreement dated Sept 1, 2002	Janet L. Nelums a/k/a Janet Nelums	$125,237.31

If applicable, describe the property, including tax map information and address, referenced in the order:
TMS No. 11916-2-16
Property address: 813 N Highland Forest Drive, Columbia, SC 29203

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Ben N Miller, III, Special Referee

Judge Code

5-13-2024
Date

SCRCP Form 4C (02/2017)

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20_____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20_____ to attorneys of record or to parties (when appearing pro se) as follows:

Scott and Corley, P.A.
P.O. Box 2065
Columbia, SC 29204

Attorney for Plaintiff

Adrianne L. Turner, Esq. (Attorney for Janet L. Nelums)
P.O. Box 210638
Columbia, SC 29221
Adrianne L. Turner, Esq. (Attorney for Christopher Nelums)
P.O. Box 210638
Columbia, SC 29221
Janet L. Nelums
813 N. Highland Forest Drive
Columbia, SC 29203
Christopher Nelums
813 N. Highland Forest Drive
Columbia, SC 29203
Robert A. Bernstein, Esq. (Attorney for Best Distributing Company)
PO Box 20519
Charleston, SC 29413
Imperial Warehouse Finance, Inc.
1910 Pacific Ave., Ste. 13050
Suite 525
Dallas, TX 75201
Defendants / Attorney for Defendant(s)

_____
Clerk of Court

Court Reporter: _____

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.
This action came to trial or hearing before the court. The issues have been tried or hear and a decision rendered.