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SC Court of Appeals

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THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM FLORENCE COUNTY

Court of Common Pleas

The Honorable W. Haigh Porter, Master-in-Equity

Case No. 2024-CP-21-02667

Appellate Case No. 2025-001567

PennyMac Loan Services, LLCRespondent,

v.

Troy Pugh; Kitre Pugh, Individually;
Kitre Pugh, as Personal Representative
Of the Estate of Sylvia Ann Pugh; Libre
Timmons; and Cypress Point Owners
Association, Inc.....Defendants

Of which Kitre Pugh, Individually, and Kitre Pugh, as Personal Representative of the
Estate of Sylvida Ann Pugh, are the Appellants.

APPELLANT'S PROPOSED SETTLED STATEMENT

Counsel for Respondent, PennyMac Loan Services, LLC , specifically Brian P. Yoho of Rogers Townsend LLC, allegedly attended a hearing held on February 20, 2025. There are not transcribable, verbatim records of facts by a court reporter, or any audio or video recordings of evidence presented at the alleged hearing, to substantiate the Honorable W. Haigh Porter's findings, rulings, and judgements in question. Brian P. Yoho is willing to provide evidence, including cellular phone records, in absence of any transcribable data missing from the Florence County Court of Common Pleas that can evidence his appearance at the alleged hearing.

According to the notice of the alleged hearing, Brian P. Yoho made the following testimony:

- The property was not owner occupied
- The Mortgagor(s) failed, refused, or voluntarily elected not to participate in any foreclosure intervention process

During this testimony, Brian P Yoho was not aware of any heirs of the decedent occupying the property while probate proceedings commenced. He was also not aware of any efforts by the Mortgagor(s) and/or successor of interest to utilize any loss mitigation options. Brian P. Yoho provided testimony with no knowledge of Respondent's failure to provide a Single Point of Contact to address error resolution efforts. When Brian P. Yoho testified that the Mortgagor(s) failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, he was not in receipt of the "Qualified Written Request" and Demand Letters dated February 4, 2025 mailed to his

office as well as the Respondent's address. He also was not aware of the multiple inaccurate escrow analysis provided in addition to multiple reinstatement amounts. Brian P. Yoho also was not aware of any force placed insurance policies. During Brian P. Yoho's testimony, he was sure that continuing foreclosure proceedings would not be a Dual Traction Prohibition.

Upon receipt of the "Notice of Hearing", which advised to contact Counsel or the Clerk of Court, if I planned to attend the hearing, I attempted to contact Counsel on multiple occasions. I was unable to speak with any Counsel representing the Respondent. However the Paralegal advised that they were in receipt of the "Qualified Written Request" and "Demand Letter", and I was advised the documents were under review and someone would get back to me. Aside from acknowledgement of receipt of my requests and demands, I received no further correspondence from the office of Rogers Townsend, and my calls were no longer accepted. Prior to the alleged hearing, I then contacted via phone The Honorable W. Haigh Porter for assistance, in the matter of justice, and requested a continuance due to my lack of adequate counsel and ongoing loss mitigation efforts. Although I advised of the "Qualified Written Request" and "Demand Letter", my request for a continuance was denied.

The Honorable W. Haigh Porter did not request any evidence or documents to support Brian P. Yoho's testimony, rather he proceeded with a judgement for the Respondent despite clear knowledge of loss mitigation efforts.

On April 3, 2025 Brian P. Yoho filed an “Urgent Sales Cancellation Request” to The Honorable W. Haigh Porter, subsequently after I escalated my efforts to multiple agencies including, the Consumer Financial Protection Bureau (CFPB) and the State’s Attorney General’s Office. The reason outlined in this cancellation request was due to loss mitigation review. During the time period of April 3, 2025 when I received the Notice of the Sales Cancellation Request until the Foreclosure sale date held on July 1, 2025, I made several attempts to contact the Respondent as well as Counsel to utilize my loss mitigation options, particularly reinstating the loan. I was unable to speak with a single point of contact that should have been provided by the Respondent to address my concerns. I provided an email to Rogers Townsend that included an audio recording of a phone call with a customer service representative of the Respondent, who stated that Counsel advised not to speak with me. After weeks of failed attempts at loss mitigation, and new Sales date was scheduled for July 1, 2025 at 11:00 am. On the morning of July 1, 2025 approximately 9:00 am, I met with The Honorable W. Haigh Porter and advised him of my failed loss mitigation efforts after the “Urgent Sales Cancellation Request”. The Honorable W. Haigh Porter advised me that “loss mitigation is optional for the loan servicer”. He then proceeded to call Brian P. Yoho on his cell phone and he stepped away to distance himself from me. I could hear The Honorable W. Haigh Porter, in the distance, advise Brian P. Yoho that “he did not see anything that could prevent the foreclosure sale scheduled for 11:00 am”. He then proceeded to ask Brian P. Yoho “if his client was willing to provide an additional 30 days.” After Brian P. Yoho responded no, The Honorable W. Haigh Porter explained to Brian P. Yoho that he understood, and he stated that “I know you have spent so much money on advertising, fees, etc”. This

comment led me to believe that attorney costs and pecuniary interests took precedence over the costs my deceased mother incurred during inception of the loan (i.e. down payment, closing costs, monthly mortgage payments, etc), in which Federal and State statutes are in place to ensure justice for borrowers. The Honorable W. Haigh Porter then turned to me and asked how much I spent on filing fees and court costs. I responded that I was more interested in the relevance of mandatory authority. He apologized that he was unable to assist me as I departed. The home was foreclosed and The Honorable W. Haigh Porter received a pecuniary gain of 1% commission from his prejudiced findings, rulings, and subsequently foreclosure sale judgement for the Respondent. I on the other hand suffered pecuniary losses including mental anguish, physical sickness and suffering, embarrassment and humiliation.

CONCLUSION

Based on the Notice of Hearing provided from the Florence County Court of Common Pleas, it is clear that there was no substantial evidence including documents or exhibits that supported the judgement that I am appealing. The Honorable W. Haigh Porter's acceptance of 1% commission was not only erroneous but prejudicial.

