

IN THE STATE OF SOUTH CAROLINA COURT OF APPEALS

Appellate Case No. 2025-001567

PENNYMAC LOAN SERVICES, LLC,
Respondent

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 Sylvia Ann Pugh , are the Appellants

INITIAL BRIEF OF APPELLANT

Introduction

The purpose of this brief is to appeal the decision of the court in the case of
PENNYMAC LOAN SERVICES, LLC,

V.

TROY PUGH; KITRE PUGH INDIVIDUALLY; KITRE PUGH , AS
PERSONAL REPRESENTATIVE OF THE ESTATE OF SYLVIA ANN Since

this appeal primarily involves the interpretation of the law and factual determinations, the Appellant proposes a “de novo” standard of review for the legal issues and an “abuse of discretion” standard for any discretionary decisions made by the court. PUGH; LIBRE TIMMONS; AND CYPRESS POINT OWNERS ASSOCIATION, INC.,

We allege errors in the orders issued by the court that are material to the determination of the case and warrant reversal.

Standard of Review

Statement of the Case and Facts

This appeal arises from a judicial proceeding regarding a mortgage foreclosure action, where the court, presided by Honorable Haigh Porter, made several critical errors affecting the ultimate outcome. Judge Haigh Porter did not do his best to weigh the scales of justice equally. The court failed to adhere to Federal and State statutes regarding foreclosure actions

and denied the Appellant due legal process by failing to allow adequate counsel and relevant evidence to be presented. The procedural history includes a hearing set for February 20, 2025, where multiple errors occurred, including improper evidence handling and relative financial misconduct. The procedural history also includes an Urgent Notice of Sales Cancellation Request dated April 3, 2025 which subsequently cancelled the foreclosure sale scheduled for May 6, 2025 due to active loss mitigation review. This notice was issued after a complaint was filed with the CFPB, and multiple state and local agencies including the SC Attorney General's Office along with a Qualified Written Request and Demand letter sent to the Plaintiff, subsequently leading to the filing of a civil lawsuit with the District Court of South Carolina. The Plaintiff and the Plaintiff's attorney failed to provide a good faith opportunity for loss mitigations and subsequently a new Notice of Sale was issued on June 10, 2025 for a foreclosure sale scheduled for July 1, 2025. Judge Haigh Porter's pecuniary interest took precedence over the statutory prohibition of dual traction.

Summary of Argument

The trial court erred by (1) processing an abuse of discretion through its failure to follow proper foreclosure regulations and (2) limiting the Appellant's ability to present necessary evidence and rebuttal, thus obstructing due process. Accordingly, we request this Court to reverse the judgment.

Argument

****Argument I. The Trial Court Committed Abuse of Process.**** The trial court's actions represent an abuse of process as they were partnered with an ulterior motive based on financial ties to PennyMac Loan Services LLC. Specifically, during the hearing on February 20, 2025, Judge Haigh Porter failed to follow critical statutes including the loss mitigation procedures outlined in 12 CFR § 1024.41, leading to a miscarriage of justice (R: evidence presented). The court also denied the Plaintiff's request for a continuance to secure adequate legal representation, undermining the opportunity to present a record of a robust defense. 2024 South Carolina Code of Laws Title 14-Courts Chapter 11- Masters And Referees Section

14-11-31 limits the certain fees that can be collected by a Master-In -Equity as outlined below:

(1) In actions for Partitions, foreclosure of liens upon real property, or sales of real property, either in private or by auction a fee of one hundred dollars. If the matter requires more than one day of hearing, there is a thirty-five dollar charge for each additional day or portion of the day until the matter is concluded.

(2) for the preparation of a deed a fee of twenty-five dollars

(3) On sales of land, a fee equal to one percent of the bid or of the funds passing through the court, whichever is greater. The minimum commission collectible under this item is twenty five dollars and the maximum commission is two thousand five hundred dollars

****Argument II. The Trial Court Erred in its Evidentiary Decisions.**** The decision of Judge Haigh Porter to exclude relevant evidence contradicted established laws regarding the admission of evidence. As per Rule 401 of Civil Procedure, all relevant evidence should be admissible. However,

evidence that could have established the integrity of the loan account and the Appellant's rights were not allowed, violating the Appellant's fundamental rights (R: relevant statutes). The Purpose of Administrative Order 2011-05-02-01 is to ensure uniformity in procedure throughout the state of South Carolina regarding foreclosure actions "...so that mortgage foreclosure actions are not unnecessarily dismissed, delayed, or inappropriately concluded while loan modification or other loss mitigation efforts are being pursued." Judge Haigh Porter failed to require evidence that the Plaintiff availed every opportunity to the homeowner to keep the home. Rather Judge Haigh Porter only considered evidence, whose probative value was substantially outweighed by the danger of unfair prejudice, and confusion of the issues. By Judge Haigh Porter failing to affirm the actual facts and arguments according to the truth and what was actually experienced, he also failed to uphold the Integrity of the Law, Access to Justice and Equity.

Conclusion

Judges who betray the justice system by accepting bribes are an absolute disgrace to the legal profession and so are the Lawyers who use bribery to

distort outcomes. In conclusion, for the reasons stated above, including the fact that Judge Haigh Porter made a decision on the basis of hearsay, ex parte communications, under the table negotiations, prejudices, false testimony and findings of fact that are nonfactual or conclusions of law that are inconclusive, unlawful and biased, I respectfully request that this Court reverse the decision of the court and remand the case for further proceedings consistent with this brief.

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Certificate of Compliance

I HEREBY CERTIFY THAT this computer-generated brief complies with the requirements of South Carolina Appellate Procedure and uses Times New Roman 14-point font, a font that is proportionately spaced.

Respectfully submitted on December 4, 2025,

Kitre Pugh

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SC Court of Appeals

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CERTIFICATE OF SERVICE

THE UNDERSIGNED HEREBY CERTIFIES that a true and correct copy of

the foregoing has been furnished by U.S. Postal Service on December 4,

2025 to the following:

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