

South Carolina Court of Appeals

**BARBARA HANNAH ROGERS and
ANTONIO ROGERS,**
Plaintiffs,

v.

**U.S. BANK NATIONAL ASSOCIATION;
SELECT PORTFOLIO SERVICING, INC.;;
CALIBER HOME LOANS, INC.;;
and DOES 1-10,**
Defendants.

Case# 2022CP2101609

Appellate Case# 2026-000295

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MAR 30 2026

SC Court of Appeals

FILED
2026 MAR 26 A 10:46
DORIS PAUL OSO'HARA
CLERK
FLORENCE COUNTY, SC

**COMPLAINT
(Jury Trial Demanded)**

INTRODUCTION

1. This action arises from Defendants' wrongful attempt to foreclose on Plaintiffs' property without lawful authority, without possession of the original promissory note, and in violation of Plaintiffs' constitutional right to due process.
2. Defendants initiated and pursued foreclosure proceedings despite lacking standing and without proper transfer or endorsement of the underlying debt.

PARTIES

3. Plaintiffs, Barbara Hannah Rogers and Antonio Rogers, are residents of Effingham, South Carolina.
4. Defendant U.S. Bank National Association claims to be the holder of the mortgage.
5. Defendant Select Portfolio Servicing, Inc. ("SPS") acted as a loan servicer and initiated foreclosure proceedings.
6. Defendant Caliber Home Loans, Inc. is the original lender and servicer that collected payments from Plaintiffs.

CERTIFIED: A TRUE COPY

Doris Paul Os'hara
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this matter.
 8. Venue is proper in this Court because the property and events giving rise to this action occurred in this county.
-

FACTUAL ALLEGATIONS

9. Plaintiffs executed a mortgage loan with Caliber Home Loans, Inc.
 10. Caliber Home Loans continued to collect payments through June 1, 2021.
 11. Plaintiffs are in possession of the **original promissory note**, which contains **no endorsement, no allonge, and no transfer to any other entity**.
 12. Despite this, Select Portfolio Servicing initiated foreclosure proceedings.
 13. U.S. Bank National Association claimed the right to enforce the note without proof of lawful ownership or possession.
 14. During court proceedings, Plaintiffs attempted to present evidence demonstrating lack of standing and possession of the note.
 15. The referee prevented Plaintiffs from presenting material evidence, despite stating on the record that the hearing would continue.
 16. The Master-in-Equity recused himself, and the proceedings were handled irregularly by a substitute referee.
 17. Defendants proceeded without lawful authority, causing harm to Plaintiffs.
-

****FIRST CAUSE OF ACTION**

(Wrongful Foreclosure) **

18. Plaintiffs incorporate all prior paragraphs.
 19. Defendants initiated foreclosure without possessing or owning the note.
 20. A party without the note lacks standing to foreclose.
 21. Defendants' actions constitute wrongful foreclosure.
-

****SECOND CAUSE OF ACTION**

(Fraud / Misrepresentation) **

22. Defendants falsely represented that they had the right to enforce the note.
23. These representations were made knowingly or with reckless disregard for the truth.

24. Plaintiffs relied on these representations to their detriment.

****THIRD CAUSE OF ACTION**

(Negligence / Gross Negligence) **

25. Defendants owed a duty to ensure proper legal authority before initiating foreclosure.
 26. Defendants breached that duty.
 27. Plaintiffs suffered damages as a result.
-

****FOURTH CAUSE OF ACTION**

(Violation of Due Process Rights) **

28. Plaintiffs were denied a fair opportunity to present evidence.
 29. The referee's actions deprived Plaintiffs of a meaningful hearing.
 30. This constitutes a violation of Plaintiffs' rights to due process.
-

****FIFTH CAUSE OF ACTION**

(Unfair Trade Practices) **

31. Defendants engaged in unfair and deceptive acts in attempting to collect and enforce a debt without lawful authority.
 32. Such conduct violates applicable consumer protection laws.
-

DAMAGES

33. Plaintiffs have suffered:

- Financial loss
- Damage to credit
- Emotional distress
- Legal expenses

34. Plaintiffs seek:

- Actual damages
- Statutory damages
- Punitive damages

35. Plaintiffs demand judgment in an amount **not less than \$75,000**, and as determined by a jury.

PRAYER FOR RELIEF

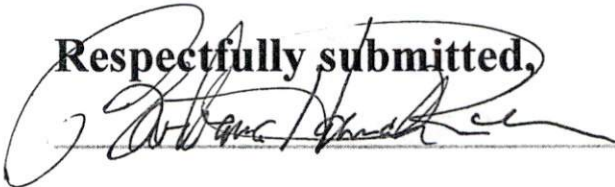
WHEREFORE, Plaintiffs respectfully request:

1. Judgment against Defendants
 2. Actual, statutory, and punitive damages
 3. Costs and attorney's fees
 4. Any further relief the Court deems just and proper
-

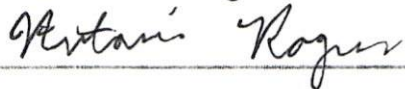
JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,



Barbara Hannah Rogers



Antonio Rogers

2988 Wild Turkey Drive
Effingham, South Carolina 29541
hannahtrust112@gmail.com

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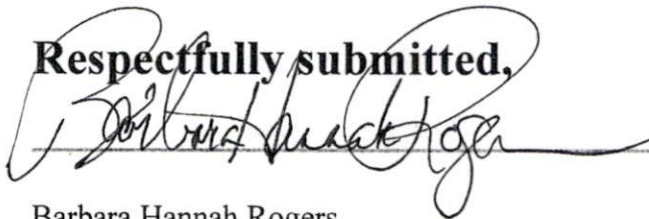
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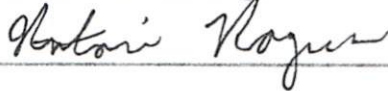
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