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SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Case No. 2019-CP-10-4503
Appellate Case No. 2023-001844

Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit
Loans Inc., Pass-Through Certificates 2007 QH2.....Respondent,
v.

Ashley Johnson Beshara as Trustee of the Revocable Trust Agreement for 2235
Shoreline Drive originally dated the 3rd day of March 2010; Shoreline Farms
Community Association, Inc.; Wells Fargo Bank, N.A.; Cadle Rock Joint Venture,
L. P. an Ohio Limited Partnership, Curtis Rogers and Julie Rogers, Defendants,
Of whom Curtis Rogers, Julie Rogers and Ashley Johnson Beshara as Trustee of the
Revocable Trust Agreement for 2235 Shoreline Drive originally dated 34d day of
March 2010 are theAppellants,

AND

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

v.

Nationstar Mortgage, LLC,.....Respondent.

RECORD ON APPEAL

Volume V

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Americas, as Trustee &
Nationstar Mortgage, LLC

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EXHIBIT R**SERVICING CRITERIA TO BE ADDRESSED IN ASSESSMENT OF COMPLIANCE**

The assessment of compliance to be delivered by the Trustee shall address, at a minimum, the criteria identified as below as “Applicable Servicing Criteria”:

Servicing Criteria		Applicable Servicing Criteria
Reference	Criteria	
	General Servicing Considerations	
1122(d)(1)(i)	Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.	
1122(d)(1)(ii)	If any material servicing activities are outsourced to third parties, policies and procedures are instituted to monitor the third party's performance and compliance with such servicing activities.	
1122(d)(1)(iii)	Any requirements in the transaction agreements to maintain a back-up servicer for the pool assets are maintained.	
1122(d)(1)(iv)	A fidelity bond and errors and omissions policy is in effect on the party participating in the servicing function throughout the reporting period in the amount of coverage required by and otherwise in accordance with the terms of the transaction agreements.	
	Cash Collection and Administration	
1122(d)(2)(i)	Payments on pool assets are deposited into the appropriate custodial bank accounts and related bank clearing accounts no more than two business days following receipt, or such other number of days specified in the transaction agreements.	✓ (as to accounts held by Trustee)
1122(d)(2)(ii)	Disbursements made via wire transfer on behalf of an obligor or to an investor are made only by authorized personnel.	✓ (as to investors only)
1122(d)(2)(iii)	Advances of funds or guarantees regarding collections, cash flows or distributions, and any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.	
1122(d)(2)(iv)	The related accounts for the transaction, such as cash reserve accounts or accounts established as a form of overcollateralization, are separately maintained (e.g., with respect to commingling of cash) as set forth in the transaction agreements.	✓ (as to accounts held by Trustee)
1122(d)(2)(v)	Each custodial account is maintained at a federally insured depository institution as set forth in the transaction agreements. For purposes of this criterion, “federally insured depository institution” with respect to a foreign financial institution means a foreign financial institution that meets the requirements of Rule 13k-1(b)(1) of the Securities Exchange Act.	
1122(d)(2)(vi)	Unissued checks are safeguarded so as to prevent unauthorized access.	
1122(d)(2)(vii)	Reconciliations are prepared on a monthly basis for all asset-backed securities related bank accounts, including custodial accounts and related bank clearing accounts. These reconciliations are (A) mathematically accurate; (B) prepared within 30 calendar days after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) reviewed and approved by someone other than the person who prepared the reconciliation; and (D) contain explanations for reconciling items. These reconciling items are resolved within 90 calendar days of their original identification, or such other number of days specified in the transaction agreements.	

Servicing Criteria		Applicable Servicing Criteria
Reference	Criteria	
Investor Remittances and Reporting		
1122(d)(3)(i)	Reports to investors, including those to be filed with the Commission, are maintained in accordance with the transaction agreements and applicable Commission requirements. Specifically, such reports (A) are prepared in accordance with timeframes and other terms set forth in the transaction agreements; (B) provide information calculated in accordance with the terms specified in the transaction agreements; (C) are filed with the Commission as required by its rules and regulations; and (D) agree with investors' or the trustee's records as to the total unpaid principal balance and number of pool assets serviced by the servicer.	
1122(d)(3)(ii)	Amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.	✓
1122(d)(3)(iii)	Disbursements made to an investor are posted within two business days to the servicer's investor records, or such other number of days specified in the transaction agreements.	✓
1122(d)(3)(iv)	Amounts remitted to investors per the investor reports agree with cancelled checks, or other form of payment, or custodial bank statements.	✓
Pool Asset Administration		
1122(d)(4)(i)	Collateral or security on pool assets is maintained as required by the transaction agreements or related asset pool documents.	
1122(d)(4)(ii)	Pool assets and related documents are safeguarded as required by the transaction agreements	
1122(d)(4)(iii)	Any additions, removals or substitutions to the asset pool are made, reviewed and approved in accordance with any conditions or requirements in the transaction agreements.	
1122(d)(4)(iv)	Payments on pool assets, including any payoffs, made in accordance with the related pool asset documents are posted to the servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related pool asset documents.	
1122(d)(4)(v)	The servicer's records regarding the pool assets agree with the servicer's records with respect to an obligor's unpaid principal balance.	
1122(d)(4)(vi)	Changes with respect to the terms or status of an obligor's pool asset (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.	
1122(d)(4)(vii)	Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the transaction agreements.	
1122(d)(4)(viii)	Records documenting collection efforts are maintained during the period a pool asset is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent pool assets including, for example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).	
1122(d)(4)(ix)	Adjustments to interest rates or rates of return for pool assets with variable rates are computed based on the related pool asset documents.	
1122(d)(4)(x)	Regarding any funds held in trust for an obligor (such as escrow accounts): (A) such funds are analyzed, in accordance with the obligor's pool asset documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) interest on such funds is paid, or credited, to obligors in accordance with applicable pool asset documents and state laws; and (C) such funds are returned to the obligor within 30 calendar days of full repayment of the related pool asset, or such other number of days specified in the transaction agreements.	

Servicing Criteria		Applicable Servicing Criteria
Reference	Criteria	
1122(d)(4)(xi)	Payments made on behalf of an obligor (such as tax or insurance payments) are made on or before the related penalty or expiration dates, as indicated on the appropriate bills or notices for such payments, provided that such support has been received by the servicer at least 30 calendar days prior to these dates, or such other number of days specified in the transaction agreements.	
1122(d)(4)(xii)	Any late payment penalties in connection with any payment to be made on behalf of an obligor are paid from the servicer's funds and not charged to the obligor, unless the late payment was due to the obligor's error or omission.	
1122(d)(4)(xiii)	Disbursements made on behalf of an obligor are posted within two business days to the obligor's records maintained by the servicer, or such other number of days specified in the transaction agreements.	
1122(d)(4)(xiv)	Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in accordance with the transaction agreements.	
1122(d)(4)(xv)	Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or Item 1115 of Regulation AB, is maintained as set forth in the transaction agreements.	✓

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL DISTRICT

Deutsche Bank Trust Company) Civil Action No. 2019-CP-10-04503
Americas, as Trustee for Residential)
Accredit Loans, Inc., Pass-Through)
Certificates 2007-QH2,)

Plaintiff,)

v.)

Ashley Johnson Beshera as Trustee of the)
Revocable Trust Agreement for 2235)
Shoreline Drive originally dated 3rd day)
of March 2010; et al.,)

Defendants,)

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

Third-Party Plaintiff,)

v.)

Nationstar Mortgage LLC,)

Third-Party Defendant.)

AFFIDAVIT OF ALAN BLUNT

I, Alan Blunt, being duly sworn and deposed, state as follows:

1. I am over eighteen (18) years of age, am competent to make this statement, and have personal knowledge of the matters set forth in this Affidavit.
2. I am a duly authorized bank officer and/or custodian of the records of Nationstar Mortgage LLC ("Nationstar") with authority to execute this Affidavit and certify the authenticity and accuracy of the records produced.

3. Nationstar maintained records for the subject loan (the "Loan") in its capacity as servicer of the Loan. As part of my job responsibilities for Nationstar, I am familiar with Nationstar's record keeping practices and the type of records maintained by Nationstar in connection with the Loan.
4. The Records were kept in the ordinary course of regularly conducted business activity by Nationstar personnel or by persons acting under their control.
5. The Records were made and kept by the regularly conducted activity of Nationstar as a regular practice, on or about the time of the act, condition, or event recorded.
6. Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.) was the loan lender for the Mortgage and Note on or about January 12, 2007 for the Property located at 2235 Shoreline Drive, Johns Island, SC 29455 entered with the Charleston County South Carolina Register of Deeds in Book 613 Page 844. A true and accurate copy is attached herewith as **Exhibit A**.
7. Effective September 8, 2009 a Corporate Assignment of Mortgage was executed from Mortgage Electronic Registration Systems, Inc., as Nominee for Homecomings Financial, LLC F/K/A Homecomings Financial Network, Inc. It's Successors and Assigns to Aurora Loan Services LLC recorded on September 15, 2009 in Book 0081 and Page 058. A true and accurate copy is attached herewith as **Exhibit B**.
8. Effective April 14, 2014 a Corporate Assignment of Mortgage was executed from Aurora Loan Services LLC by Nationstar Mortgage LLC, Its Attorney-In-Fact to Deutsche Bank Trust Company As Nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.) recorded in Book 0398 and Page 768 investor and owner of the loan. A true and accurate copy is attached herewith as **Exhibit C**.
9. Curtis & Julie Rogers ("Rogers") are the beneficiaries of a Revocable Trust Agreement dated March 3, 2010 with Ashley Johnson Beshara as Trustee ("Trustee"). A true and accurate copy is attached herewith as **Exhibit D**.
10. The Rogers broke the conditions of the note and mortgage and were in default since May, 1, 2009.
11. Nationstar Mortgage LLC became the loan servicer on July 1, 2012. At that time, Nationstar took possession of the Note through its custodian.
12. Pursuant to the Standard Terms of the Pooling and Servicing Agreement, Nationstar was authorized to commence a judicial foreclosure in its name and as a person entitled to enforce the Note. A true and accurate copy is attached herewith as **Exhibit E**.

FURTHER AFFIANT SAYETH NOT.

Signature: _____

Print Name: **Alan Blunt**

Title: **Assistant Secretary and Assistant Vice President**

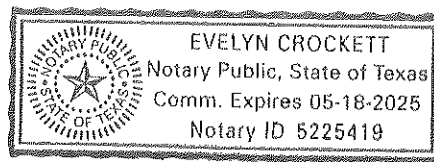
Date: **October 5, 2022**

STATE OF TEXAS

COUNTY OF DALLAS

SWORN TO and subscribed before me this 5th day of October, 2022.

Evelyn Crockett



My Commission expires: 5-18-2025

APPEARANCES:

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Attorney for Defendant.

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EXHIBITS

(None Marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDING

2 THE COURT: Good morning.

3 MS. GARDNER: Good morning, Your Honor.

4 MR. KEYS: Good morning, Your Honor.

5 THE COURT: I'm showing the first matter on the docket is
6 completed. Which brings us to -- looks like matters two through
7 five, Deutsche Bank versus various and sundry different
8 parties.

9 MR. KEYS: Yes, Your Honor. Sammy Arnold is my co-counsel.
10 I have just talked to her. She was trying to get in, and it was
11 cycling. Told her to cancel out and try again. So, she should
12 be popping in here any second.

13 MS. ARNOLD: Judge, I believe I'm in now. Yes.

14 THE COURT: Okay. I see we have Ms. Gardner, who is here
15 on behalf of, I believe, Deutsche Bank and Nationstar.

16 MS. GARDNER: Yes, Your Honor. Good morning.

17 THE COURT: Sorry. That was a mean trick. I waited till
18 you walked away to talk to you.

19 MS. ARNOLD: I was trying to -- I was trying to move my
20 camera closer. I don't have a zoom right now. So, and apologies
21 if it looks like I'm looking up in the sky for answers. My
22 camera's here, but you all are on my screen. So ---

23 MR. KEYS: The same issue.

24 THE COURT: And then, Ms. Arnold, tell me who you're here
25 representing?

1 MS. ARNOLD: I'm representing the Rogers, Curtis and Julie
2 Rogers.

3 THE COURT: And Mr. Keys.

4 MR. KEYS: I represent Ms. Beshara, the trustee of the
5 trust.

6 THE COURT: Today, anybody else that's on this? Okay. I
7 see that we have a number of motions on the docket. I'm going
8 to take them in the order that they're on the docket. Unless
9 y'all have some other proposal.

10 MS. ARNOLD: That's fine, Your Honor.

11 THE COURT: So, I believe, Ms. Arnold, is that -- this is
12 your motion to compel and for sanctions?

13 MS. ARNOLD: That's correct, Your Honor.

14 THE COURT: I'm glad to hear from you.

15 MS. ARNOLD: Thank you, Your Honor, Mary Arnold again, on
16 behalf of the Rogers. Your Honor, my motion spells it out
17 fairly succinctly and I think fully, but we previously
18 propounded discovery response or request upon both of the
19 plaintiff, which is Deutsche and the third-party plaintiff
20 which is -- which is the servicer Nationstar. It took a while
21 to get some responses.

22 We ultimately got received responses. After receiving
23 the responses, I did a letter defining what I thought were the
24 deficiencies with those responses in that letter which is
25 attached to my motion. I frequently will recommend to people

1 that they consult Judge Roger Young's memorandum that he has
2 put on record here in Charleston County, which addresses
3 various discovery issues which I -- I did in that letter and I
4 do believe I cited that same memorandum in my memorandum in
5 support of my motion to compel.

6 Your Honor, what we received in response, quite
7 honestly, I got responses, they were deficient. I actually,
8 when the responses came, I did not get any documentation
9 initially in response from either Deutsche or Nationstar. They
10 weren't going to produce it to me, any documents because they
11 were concerned about Ms. Beshara not being a borrower on this
12 transaction and they couldn't produce it. And I said, "Well,
13 then don't produce it to Ms. Beshara, but you certainly should
14 produce it to me."

15 I ultimately did get some documentation in response.
16 That documentation was not -- was not in full. My biggest
17 concern is the -- I generally will take the standard
18 interrogatories set forth in the rules of civil procedure and
19 propound those first. And then after I'd have those
20 interrogatories out there, I will then do supplemental
21 interrogatories and requests to produce. But my biggest -- one
22 of my biggest concerns is -- is to the first standard
23 interrogatory, you know, adopted by the courts and contained
24 within our rules of civil procedure, is identify your
25 witnesses. And what I got in response to that was a

1 representative of Nationstar, representative Deutsche, and my
2 client's names.

3 And I don't know that there was anybody else. Of course,
4 I did my letter and said, "You've got to give me the names of
5 who you plan on calling at trial." As of this day, despite my
6 letters, despite my communications, despite my memo, I still,
7 as of this day, do not have a name of their witness that they
8 intend to call at trial. And actually, in their ---

9 THE COURT: Let me ask Ms. Arnold, aren't you going to
10 take a 30B6 deposition where they're going to designate a -- a
11 corporate representative?

12 MS. ARNOLD: Your Honor, that's different. I -- I can take a
13 30B6. I'm not interested in a 30B6 completely. I want to see
14 the witness they intend to use at trial to prove their case.
15 That's material to me. Because the 30B6 may not be who they
16 call at trial. I know that. It -- unfortunately, dealing with
17 these bank cases, I want the witness.

18 It may be the same as a 30B6 they designate. But I want
19 the witness they're going to use to prove their case. And I
20 don't have a name for either party for that. I'm entitled to
21 that. And actually, in response, their motion in -- in
22 opposition or response to my motion, was they'll give me that
23 name when a trial date is set. I mean, I was like, you know,
24 there's no basis for that in the rules.

25 This case actually was already been trial called. This

1 case has now come up on a docket. It was continued from that
2 docket because one, I had my motion to compel pending at that
3 time and the motion for summary judgment and think they had
4 their motion. So what they plan on doing is saying, okay, well,
5 I'm only going to give you who I'm going to call at trial and
6 I'm only going to do that when you get a date that I know I'm
7 going to be at trial. And by the way, if we get trial called
8 excuse me, called for trial on a Friday, and then we appear on
9 Monday, you've got the weekend to figure out to -- to take the
10 deposition of who you will be confronted with at trial. That's
11 just not the way. It hasn't worked that way. And I -- I know
12 banks think they're exceptions to the rule ---

13 THE COURT: I guess Ms. Arnold, what I'm -- what I'm
14 getting at is when you take the deposition of a 30B6 designee,
15 then those answers are -- I mean, the company is bound to those
16 responses. In other words ---

17 MR. KEYS: No doubt that's the [Indiscernible].

18 THE COURT: --- 30B6 they represent the company. You can't
19 have another person come in at trial and take a different
20 position than what the 30B6 designee did. So guess and we're
21 talking about documents from back in 2009. So, I mean, I'm not
22 trying to be difficult. Just tell me what -- tell me what
23 difference it makes who is testifying about these -- I'm
24 assuming it's going to be in the nature of like a records
25 custodian.

1 MS. ARNOLD: Yeah, it well, it should be in part that. No
2 doubt, because they have, again, their -- their burden of
3 proof. Yes, you're right. I can then impeach. I don't know if
4 it's impeaching, quite honestly, Your Honor, if a 30B6
5 deposition is inconsistent with who they call at trial. There -
6 - there may be new testimony that's not designated within the
7 30B6. But most importantly, quite honestly, I want to know who
8 it is that will be testifying at trial. Because, again, I will
9 do a background search on that person, I will look at other
10 testimony that person may have proffered in other cases. And
11 it's not -- so it's not only those issues.

12 It's everything else in trial preparation that I want to
13 have in advance then I then for instance, if I don't know
14 who's going to be testifying at trial, all of a sudden, I get a
15 name. There could be very material information out there that I
16 could use to impeach that witness. I can't impeach a witness. I
17 can't do that -- that basic stuff that I would do when I don't
18 have a name.

19 THE COURT: Okay.

20 MS. ARNOLD: Separate from the 30B6.

21 THE COURT: Tell me what else you've got.

22 MS. ARNOLD: Oh, yes sorry. Yes, Your Honor. And also, in
23 response to that was the biggest issue on the interrogatories.
24 Quite honestly, there should be other sufficiency, deficiencies
25 that I outlined in the letter that's attached, but most

1 | importantly is the boilerplate objections to the request to
2 | produce. One -- one of the items that asked to produce, which
3 | is again an important document in these type cases, is the
4 | servicing agreement. And request to produce 14 I specifically
5 | asked for that. They gave me a boilerplate objection to that
6 | document.

7 | What they've now done in response to their motion for
8 | summary judgment, they filed an affidavit of an Alan Blunt, and
9 | to that affidavit, they attached an unsigned servicing
10 | agreement. So, the very document that I asked for that they
11 | gave me a boilerplate objection to saying it hadn't have any
12 | relevancy. It's not important in this case they felt was
13 | relevant enough to attach to an affidavit in support of their
14 | motion for summary judgment. So again, boilerplate
15 | depositions... Excuse me. Objections are insufficient.

16 | If they have an objection, they need to tell me
17 | specifically what it is. I do not believe I have all the
18 | documents. Again, didn't get the servicing agreement. I don't
19 | have their trustee agreement. They did provide me with some
20 | documentation, but it certainly is not all of the documentation
21 | relating to this loan transaction and the loan transaction
22 | throughout the history of -- of this account now. I received
23 | some account monthly statements. I did not remotely receive all
24 | the account monthly statements. All of them are relevant to
25 | this matter. So that was my mission to compel, Your Honor.

1 THE COURT: Okay. Ms. Gardner, let me hear from you in
2 response ma'am.

3 MS. GARDNER: Yes, certainly. Regarding the issue that Ms.
4 Arnold takes the biggest problem with, which is us disclosing,
5 responding to her request. And first off, I guess let me back
6 up here. She keeps emphasizing she asked for our trial witness
7 and we did not provide a name of the trial witness. The
8 interrogatory that she served, asked for witnesses who have
9 facts regarding the case, not who you're going to present at
10 trial, as she acknowledged we did respond.

11 We said there will be a representative from Nationstar
12 and from Deutsche Bank re incorporations that's who the witness
13 is, who's going to speak on behalf of Deutsche and Nationstar.
14 And you rightfully so, asked her about the 30B6 deposition
15 process. Ms. Arnold has known that we're going to have a
16 witness from Deutsche and Nationstar since the fall before
17 Discovery closed. You know what she did with that information?
18 She didn't send a 30B6 notice of deposition.

19 She chose not to. To get a name, we would have given a
20 name for a 30B6 rep had she sent us a notice of deposition, but
21 she chose not to do that. And so we think our answer is valid.
22 It's going to be a corporate representative from Nationstar or
23 Deutsche. And once we get closer to trial, we will be able to
24 give a name of a specific person. But we don't know who's going
25 to be available when trial is set.

1 As to the second interrogatory that she takes issue with
2 our response. Again, we responded. I acknowledge that the
3 response could have been more detailed or our objection could
4 have been more detailed. We did state that in response to her
5 interrogatory that the -- the interrogatory requested a list of
6 photographs, plats, sketches or other prepared documents in
7 possession of Deutsche and Nationstar, that relate to any claim
8 or defense of this case. Your Honor, we objected because the
9 phrase relate to is extremely broad, and she's acting as if,
10 you know, because it's a standard interrogatory, we're not
11 allowed to object. That's incorrect.

12 South Carolina Rule of Civil Procedure, 33A, states that
13 we can state objections to standard interrogatories, which we
14 did. But in addition to that objection, we identified documents
15 and we stated that documents produced in this proceeding or
16 filed in this proceeding would be relevant to the claims and
17 defenses at issue. So we didn't just object.

18 She also states that we just put boilerplate objections
19 in response to her document requests. They weren't just
20 boilerplate. We alleged objections individually in response to
21 each request. And as she acknowledges, we did give her
22 documents that we deemed to be relevant to the issues in this
23 case, which -- which we need to remind ourselves this case
24 filed by Deutsche is to foreclose. Its -- and -- and the sum of
25 the document requests are just -- they have no relevance to the

1 | issues in the case and mean Ms. Arnold she can articulate what
2 | she thinks we are withholding or what she thinks we should have
3 | produced in response to a document request to help her prove
4 | her case or evidence. But she has not done that.

5 | She just, you know, threw her hands up and said, oh, you
6 | know, you asserted objections to every request as we're allowed
7 | to do and -- and that's not good enough. And so we -- we Your
8 | Honor, we don't think we need to be compelled to respond any
9 | further than we have. And we definitely don't think sanctions
10 | are -- are appropriate. Sanctions are when there's a court
11 | order issuing a party to do something to respond to discovery
12 | requests and they fail to do so. And even then, it's only in
13 | drastic circumstances that sanctions are issued or that claims
14 | are thrown out. And so we -- we respectfully state that we
15 | stand by our current responses, Your Honor.

16 | THE COURT: How about the servicing agreement that Ms.
17 | Arnold referred to?

18 | MS. GARDNER: And she stated that we did not produce that?

19 | THE COURT: Yes.

20 | MS. GARDNER: The servicing agreement from whom?

21 | THE COURT: What you're looking for?

22 | MS. ARNOLD: Servicing agreement that Nationstar has that
23 | would be between Deutsche and any of -- any with servicing
24 | agreements between Deutsche and its servicers, but specifically
25 | between Deutsche and Nationstar. Deutsche being the plaintiff

1 and Nationstar being its servicer -- present servicer.

2 MS. GARDNER: Your Honor, we're happy to consider that,
3 that is not -- that was not anywhere in Ms. Arnold's letter. No
4 specificity. That's part of the problem. She just threw her
5 hands up and said, I think you just objected too much to give
6 me more. I'm happy to discuss that off the record. But again,
7 that's not in the motion and that's not in her letter that she
8 sent to us.

9 MS. ARNOLD: Your Honor, I disagree. It is -- it's item
10 number 14 specifically asks for the servicing agreement and got
11 a boilerplate objection. And quite honestly, I can't articulate
12 any better than Judge Young has as to the insufficiency of just
13 boilerplate objections.

14 THE COURT: Okay. Well, I'm going to look at guess each
15 question individually and go through it and see what I think
16 needs to be produced.

17 MS. ARNOLD: Yeah. And Your Honor, of course, most
18 critically to me is having the name of their witnesses that
19 they intend to try -- to call at trial. The person's name
20 individually.

21 THE COURT: I understand.

22 MS. ARNOLD: Thank you, Your Honor.

23 THE COURT: Okay, I'm showing the second motion on the
24 docket is Nationstar's motion for partial summary judgment. And
25 I guess at the same time, it looks like there's two.

1 MS. ARNOLD: Did you believe the next motion is actually
2 my motion for summary judgment that was filed in September, for
3 summary judgment and then think that was followed by Deutsche
4 and Nationstar's motion for summary judgment filed in October.
5 But I can stand to be corrected if I am in wrong. If I'm wrong.

6 THE COURT: I've got two things. I've got them,
7 Nationstars listed first on the docket. But the filed date is
8 the opposite order, so I'm fine to hear from you, Ms. Arnold,
9 on your motion for summary judgment.

10 MS. ARNOLD: Okay. Thank you, Your Honor. Your Honor, this
11 is a motion for summary judgment on behalf of the Rogers and
12 this is an issue regarding the multitude of 40J's that have
13 been filed around this particular note and mortgage, as we
14 outlined in the memo, and I try to be very succinct and get
15 just to the facts that are relevant quite honestly. This case
16 initially started in or a case was filed by a lender against
17 Mr. Rogers as the borrower, and then as to Mr. Rogers and Ms.
18 Rogers as the mortgagors that issued a mortgage in favor of a
19 lender. That suit was started in 2029 -- 2009. Excuse me.

20 We answered -- we asserted counterclaims. There was some
21 probably some discovery that was conducted during the course of
22 that case. That case was voluntarily dismissed pursuant to 40J.
23 The first 40J was done by Judge Scarborough. A period of time
24 went by and I think it exceeded a year. But then the case was
25 refiled on motion and a presentment of an order by the then

1 plaintiff. That case was of record for a time period. In that
2 case, we filed a motion for summary judgment. When that case
3 came or when that motion for summary judgment came up for
4 hearing within a short time period thereafter, the case again
5 was voluntarily 40J'd.

6 That 40J order was done by Judge McDonald. There was a
7 separate order of 40J along with a Form 4. The Form 4 order
8 marks the case as ended. Again, that was -- I think that
9 referred to them, Your Honor, as the 2009 case, a 2011 case,
10 and then the third case, a 2015 case. Again, an order simply
11 was presented restoring the matter without motion. The 2015
12 case was of record for a period of a year.

13 That case, nothing happened in it except for the notice
14 of a of a jury roster notice. When that jury roster notice came
15 up, the case again was presented 40J. That case there was not a
16 separate 40J order. It was simply a Form 4, 40J order. And that
17 Form 4, 40J order, the case is clearly marked as ended. That
18 ended in 2016 when that 40J order was filed. At that -- then it
19 was a period of time for about approximately three years or
20 there somewhere in that range. This case, which I call the
21 fourth case, the 2019 case was filed.

22 We have filed for a motion for 40J on the ground -- a
23 motion for summary judgment on the ground, that you cannot have
24 multiple dismissals. And if you do and you take that course,
25 you basically preclude yourself from proceeding because of your

1 prior actions to dismiss. We address the Rule 40J. The Court of
2 Appeals in the case of the Goodwin case and the Personal
3 Services care case. I believe it is, Your Honor, have
4 specifically considered the Rule 40J, and the meaning of a 40J.
5 And in those cases, it has been determined that a 40J is a
6 dismissal. So we have three dismissals, I believe it was the
7 Goodwin case, Your Honor, where in talking about Rule 40J and
8 the reason for 40J. 40J was amended, as you'll recall, or may
9 or maybe not. You may not have been practicing then in 1994.

10 It was - it was amended to change the rule at the time
11 that was 40C3, because previously when cases would come up for
12 trial, the courts would grant continuances if the parties
13 weren't ready under 40C3, and that helped, I guess, with --
14 with the docket. But under the old rule, when a case was
15 continued and it truly was continued at the time, right before
16 trial, it remained on a docket.

17 It remained an active case. The adoption of 40J changed
18 that. It -- it provided for if a case is not ready for trial
19 when it comes up, the courts could dismiss the case when you
20 had the consent of all of the parties. What it did was it also
21 incorporated a tolling provision that protected parties for a
22 period of a year if you followed the rules. And you restored it
23 pursuant to those rules within a time period.

24 Then all the parties were waiving any argument that a
25 statute of limitations may have run during that one-year time

1 period. And I believe it was Judge Few in the Goodwin case
2 talked about the adoption of that particular requirement and
3 said if this wasn't considered a dismissal under 40J, there
4 would be no reason for the tolling provision that was
5 incorporated and adopted in the 40J dealing with the statute of
6 limitations. So since the case was voluntarily dismissed three
7 times. That invokes -- excuse me, Your Honor, during -- if you
8 look at the notes that are provided in when the amendment would
9 occurred in 1994, there's reference to Rule 41. 41 is another
10 rule that we have in the rule, as you well know, that deals
11 with dismissals. 41A2 provides that a second dismissal is
12 considered with prejudice. So, our argument is at the second
13 time they decided to voluntarily dismiss this case, they
14 dismissed it pursuant to 40J and with prejudice. It's deemed as
15 with prejudice as noted by Judge Flanagan, the -- the Form 4's
16 say the case is ended. They do not say ---

17 THE COURT: Let me ask you this Ms. Arnold, because isn't
18 this the same argument that you made to Judge Price in your
19 motion to dismiss?

20 MS. ARNOLD: Yeah, it is. They are the -- they are the same
21 argument.

22 THE COURT: I'm looking at just the note on the Goodwin
23 case. I don't have the whole case in front of me. But it says,
24 "A party can move to restore a case to the docket more than one
25 year after the claim was stricken without running afoul of the

1 rule of civil procedure governing cases stricken from the
2 docket by agreement. The party simply cannot take advantage of
3 the one-year tolling provided." So I guess why is it not that
4 if your statute hasn't run and you take a voluntary dismissal,
5 that as long as your statute hasn't run, you can refile down
6 the road.

7 MS. ARNOLD: Because you've done it previously. The rule
8 also states that it, a 40J can be done once and when. If you do
9 it a second time, it's - it's treated as -- it should be
10 treated as if it's with prejudice as is in Rule 41.

11 THE COURT: Tell me what rule says that it should be
12 treated with prejudice?

13 MS. ARNOLD: The rule doesn't speak to it specifically.
14 40J does not address this issue. Rule 41A2 does. And Your
15 Honor, it is a common rule book right here in front of me. And
16 is typically referred to as -- as the two-dismissal rule. And
17 it reads --

18 THE COURT: I'm looking at -- are you referring to 41A1?

19 MS. ARNOLD: Yes, ma'am.

20 THE COURT: That says, "Voluntary dismissal by plaintiff
21 by stipulation?"

22 MS. ARNOLD: Mm-hmm.

23 THE COURT: Unless otherwise stated in the dismissal. The
24 dismissal is about prejudice, except that of dismissal operates
25 as an adjudication upon the merits when filed by a plaintiff

1 | who has once dismissed in any court of the United States or of
2 | any state an action based on or including the same claim.

3 | MS. ARNOLD: Right. And as an adjudication on the merits.
4 | That means, in essence, the case law is that that's the -- a
5 | dismissal with prejudice not without. And this, again, twice as
6 | adjudication on the merits. Third time as adjudication on the
7 | merits. And now we're here on -- on the fourth occasion of this
8 | -- of the filing of this foreclosure action. Your Honor,
9 | [Indiscernible] I'm sorry.

10 | THE COURT: My notes I read, that the case was restored to
11 | the docket in April of 2015 and then by consent, it was
12 | stricken on May 6th, 2016.

13 | MS. ARNOLD: That's correct. When it came up for trial
14 | again. It was then -- and what -- and what you'll see is that it
15 | was just dismissed by 40J by Form 4 order that was then signed
16 | by Judge Roger Young.

17 | THE COURT: So your -- your position is that we're not
18 | under 40J. We're under Rule 41?

19 | MS. ARNOLD: Right. The effect of it is because of what
20 | transpired. Yes, absolutely. Yes, ma'am. And -- and Your Honor,
21 | what I started too, and I'm sure you've seen the brief is the
22 | purpose of 40J and 41 are these rules is -- is to avoid the
23 | abuses. When you file a case, the -- the concept is generally
24 | is I -- I will file a case, I will prosecute the case, until
25 | the case is brought to conclusion. 41 -- 41 was adopted and

1 40J2 to stop abuses of multiple dismissals.

2 THE COURT: So guess your clients didn't have to consent
3 to the 40J back in 2016? They could have said, "No, we -- we
4 don't want to go through this over and over again, so we're not
5 going to consent to it."

6 MS. ARNOLD: Your Honor, we were perfectly fine with the --
7 with the dismissal because we understood what it meant. It
8 ended their ability to foreclose on this note and mortgage. So
9 we were fine without any rule ---

10 THE COURT: I guess, what is the prejudice to your clients
11 in that if what the plaintiffs is alleging is correct, it's
12 been a default since 2009. So I think any delay would work in
13 their favor.

14 MS. ARNOLD: Your Honor, that can be viewed in a
15 completely different way. Doesn't necessarily work when you're
16 -- in your favor at all. For it to continue. For them, for
17 instance, if they can continue and drag it out and continue to
18 do this over and over again, all they do the bank does is
19 increase potential charges inappropriate amounts that are due
20 than inappropriate. So there's a detriment ---

21 THE COURT: In that circumstance, though your client
22 doesn't have to agree to the dismissal. Your client doesn't
23 have to consent to the 40J if they don't want this to drag out
24 and incur additional whatever late charges, fees, et cetera. I
25 mean they don't have to consent to the 40J.

1 MS. ARNOLD: No, but we were happy to consent because,
2 again, from our perspective, it ended it stopped them from
3 being able to do that any further. It ended it because they
4 chose that route through their actions. And we were like,
5 "Okay, fine, we're done."

6 THE COURT: Okay. Ms. Gardner, can I hear from you?

7 MS. GARDNER: Yes, Your Honor. As I think you're aware,
8 Ms. Arnold is conflating two rules of dismissal. 40J and 41A1.
9 The procedural history shows this case was struck from the
10 docket pursuant to 40J. You asked Ms. Arnold where in that rule
11 does it say that a second -- stricken pursuant to 40J is with
12 prejudice. Nowhere does it say that in the rule. The case law
13 does not say that. It says it's a dismissal, but nowhere it
14 says that it's with prejudice. Ms. Arnold goes on and says,
15 "Oh, well, you know, we consented to the subsequent 40J's
16 because we knew that would bar Deutsche and or Nationstar from
17 their ability to foreclose."

18 None of those orders state that it was with prejudice
19 that could have been added, but it was not. It was a simple
20 40J. 41A1 does state the second dismissal is upon the merits.
21 But this case was never dismissed or never stricken from any
22 docket pursuant to a different Rule 41A1. And so Ms. Arnold is
23 attempting to conflate these rules to avoid what we're going to
24 get into later, which is that her claims against Deutsche or
25 Nationstar are time barred. That is all, Your Honor. I'll just

1 keep it brief, because I think you understand our position as
2 set forth in our brief.

3 MR. KEYS: [Indiscernible].

4 THE COURT: How about the fact that the 40J says that you
5 can do it one time as of right.

6 MS. GARDNER: Yes, our read of that is, yes, you can do it
7 one time, as a matter of right. And after that, you would have
8 to get court approval, which occurred in each of these
9 instances, as well as consent of Ms. Arnold's clients.

10 MS. ARNOLD: Your Honor if I might respond. The rule
11 provides you have to have court approval every time. Parties
12 cannot just enter a 40J. The rule says the parties have to
13 consent and it has to be by the court approval all at the same
14 time.

15 THE COURT: I don't know, I'm looking at the rule that
16 says a party may strike one time as of right.

17 MS. ARNOLD: Yes, but it further reads, Your Honor...
18 "Provided that all parties advertisements, counterclaims across
19 claims agree in writing that it may be stricken, and all
20 further agree that its claims restored upon the -- one year the
21 assessment shall be told... During the case stricken. Any
22 expiration of the statute of limitations can be stricken and
23 pardon me." Your Honor, it doesn't say, but I don't know of any
24 other circumstances where it is not. A court can't do it on its
25 own. And typically, it is done by a court order signed by a

1 judge that shows that both of the parties consented. I mean,
2 Your Honor. I'm sorry. I apologize.

3 THE COURT: Ms. Arnold, anything else you want to tell me.

4 MS. ARNOLD: Your Honor, I'm not sure what brief that was
5 just being referred to. I'm assuming it was their brief in
6 support of their motion for summary judgment. I didn't believe
7 there was opposition that's actually has been filed to this
8 motion for summary judgment. I would refer the court to Judge
9 Flanagan, not Judge Flanagan, Professor Flanagan's citation and
10 the annotation of the Rules of Civil Procedure. The rule
11 speaks, which you seem to be concerned with as to in Rule 41,
12 it's an adjudication on the merits.

13 So, the second strike and the - and the second dismissal
14 and the third dismissal were adjudications on the merits. And
15 that is final and conclusive. And therefore, excuse me, a
16 motion for a order of dismissal with prejudice. Sorry, Your
17 Honor, but I believe our brief fully states that all the
18 different pertinent case law.

19 Your Honor the only thing that I did not address in
20 this, coupled with this concept of we've got multiple filings
21 what we believe to be abusive filings, we then get into the
22 fourth case and in the fourth case... this cup is -- brings in
23 our motion for to compel is then we run into problems where
24 you've got a plaintiff that doesn't even identify its witnesses
25 on who it's going to plan on to prove its case. It's got the

1 | burden, not me, on its claims.

2 | THE COURT: I understand your position with respect to the
3 | motion to compel.

4 | MS. ARNOLD: And those were the equitable arguments under
5 | Professor Spitz's maximums, Your Honor, I believe that -- that
6 | support additional -- the basis for dismissal with prejudice.

7 | THE COURT: Okay. Mr. Keys. Sir, do you want to weigh in
8 | on this?

9 | MR. KEYS: Certainly. I -- I just make one comment. If you
10 | look at the 2015 40J that was entered in 2016, Nationstar
11 | alleging to be the servicer for Deutsche at the time, though
12 | listed as the owner and Holder within that case did nothing in
13 | that entire third action. They filed the motion to restore,
14 | nothing happened. Trial happened, and the attorney of record,
15 | once notice of trial came up, said, "I'm not actually on this
16 | case anymore." They didn't have active counsel. And that's why
17 | they couldn't get a job. And that's noted by the emails that
18 | are attached to the order. The third 40J order.

19 | THE COURT: Okay. Thank you. Okay. Ms. Gardner, I'm glad
20 | to hear from you on your motions.

21 | MS. GARDNER: Okay. Your Honor, I have a PowerPoint that I
22 | think will help illustrate my arguments. May I share my screen?
23 | I was prepared to go first, Your Honor. So I'm just going to
24 | look through my notes to make sure we don't duplicate any
25 | arguments here.

1 MR. KEYS: [Indiscernible].

2 MS. GARDNER: Your Honor, I had prepared this slide
3 because the -- the number of parties, it's kind of voluminous in
4 here. I'm assuming you have a good grasp of, like, who's who in
5 this case. If not, I'm happy to go through this briefly.

6 THE COURT: I think so. I didn't know -- I knew there was
7 a trustee. I didn't know who had established that trust.

8 MS. GARDNER: Yes, that was established, to our knowledge,
9 between the Rogers and Ms. Beshara.

10 THE COURT: Okay.

11 MS. GARDNER: And this Ms. Arnold, you know, she talked
12 you through it. It's set forth in both of our memos in support
13 of our respective summary judgments. This is just the prior
14 procedural history. This all stems from the Rogers intervenors
15 failure to pay on a \$1.5 million mortgage that they took out in
16 2009. The first foreclosure action was filed in September of
17 2009.

18 It was 40J'd about a year later. It was then reinstated
19 in March of 2011. Subsequently, or around this time, the
20 property was conveyed to Ms. Beshara, pursuant to a deed that
21 was recorded in August of 2010. In February of 2012, in
22 response to this action to be reinstated, Ms. Rogers clients
23 asserted a number of counterclaims against Aurora, who was the
24 plaintiff at that time. The servicer. They're listed here. Some
25 of these are also asserted again against Deutsche, specifically

1 number two, a deck action.

2 Number four, negligent misrepresentation. Number five,
3 demand for accounting. So these, these will go to our statute
4 of limitations argument later on. But these claims, they're now
5 reassert -- they're now asserting against Deutsche was asserted
6 back in 2012. So they were aware of these claims and are now
7 asserting them still in -- in 2020 when they filed their --
8 their third-party claims and counterclaims against Deutsche and
9 Nationstar. This explains that in June of 2013, Nationstar was
10 substituted in as the plaintiff for Aurora. Subsequently, the
11 matter was 40J'd with intervenors consent with leave to restore
12 in April of 2015, foreclosure action was reinstated and then
13 May 2016, which we spoke about, that was the last 40J order
14 entered, again with the consent of Nationstar and the
15 intervenors. Neither intervenors nor Nationstar reinstated that
16 foreclosure action.

17 So, then that brought us to August of 2019. Deutsche
18 Bank, the investor, then filed a foreclosure action against Ms.
19 Beshara who was the trustee, which is where the property was
20 being held in the trust. And in 2020, that's the key date. In
21 2020 -- May 2016 and 2020 that year, in 2020, defendant Beshara
22 and the intervenors filed counterclaims against Deutsche and
23 Cross-claims and third-party claims against Nationstar, which
24 we're here today to move for summary judgment on. We talked
25 about the 40J and why Ms. Arnold's assertion, summary judgment

1 argument that, you know, we're not entitled to be pursuing this
2 current action we're in because of this two-dismissal rule --
3 rule is incorrect. It's conflating rules 40 and 41. So I won't
4 go over that again.

5 Our primary position and we think it ends here, but
6 we're happy to, you know, take it claim by claim is that all of
7 Rodgers and Beshara's claims are barred by a three-year statute
8 of limitations. So I have here in the first bullet and I don't
9 think they disagree but there's a three-year statute of
10 limitations applicable to the claims they're asserting against
11 my clients. The last action in the prior litigation, as we
12 know, occurred in May of 2016 when the case was 40J'd. Deutsch
13 filed a new action in 2019, to which Ms. Beshara and the
14 intervenors filed a number of claims against my client in 2020.
15 Over three years since anything had occurred in this action, it
16 seems from what we're able to decipher, that the claims that
17 they are presenting against my client arise from the litigation
18 between 2009 and 2016.

19 Again, which are more than three -- three years pre date
20 when they filed these claims. And indeed, as we discussed some
21 of these exact claims were previously alleged by Ms. Arnold's
22 clients in 2012. And I cite a case here to -- to establish what
23 should be pretty well known that the statute of limitations
24 does not stop until a counterclaim is filed. And so it's our
25 position that there is no evidence in this case and we're happy

1 to talk to it claim by claim of anything that occurred between
2 2016 and 2020 that would save any of Beshara's or the
3 intervenors claims are all time barred by the three-year
4 statute of limitations.

5 THE COURT: Well, that was going to be my question was,
6 are these -- I don't know what's happened during this
7 timeframe. Are these ongoing? Like has there been ongoing stuff
8 happening in the case that would I guess revive the statute of
9 limitations that's a legal term but so in other words ongoing
10 you know, wrongdoing, as they call it, on the part of the bank
11 that would continue to allow them to file within three years.

12 MS. GARDNER: There's not, Your Honor. And when we deposed
13 them, they couldn't come up with anything. Again -- again as
14 stated in bullet five here, most of what they complain about
15 either arise from the origination of the mortgage in 2007,
16 which Deutsche and Nationstar were not a party of. They -- they
17 take issue with some -- some events that occurred during a loss
18 mitigation efforts between 2010 and 2012. But there's nothing
19 that's occurred between 2016 and 2020 that would give them
20 leave to assert these claims. And the claims what they state in
21 their claims, it's nothing recent that has occurred.

22 One of the claims that they assert is negligent. And so --
23 and as with that, Your Honor, we think we don't even need to go
24 claim by claim, but we're going to do so today because we think
25 there's nothing that -- that they're all time barred by the

1 three-year statute of limitations.

2 At best, they had until 2019 to -- to allege something
3 and they did not. When they asserted their counterclaims, it
4 was over four years. Again, pertaining to things that -- some
5 things that dated back to 2007. And so they're all time barred.
6 As far as the specific claims, my clients are being sued for
7 negligent misrepresentation.

8 However, based on the evidence that's been presented,
9 there is no evidence that plaintiff or Nationstar made any
10 false representations to either Ms. Beshara or the Rogers. I'll
11 go ahead and give the elements of negligent misrepresentation.
12 To succeed on this claim, they have to prove that my client's
13 made a false representation to them, that my client had a
14 pecuniary interest in making the false representation, that we
15 owed a duty of care to see that we communicated truthful
16 information to them and that we breached that duty by failing
17 to exercise that care. And that Ms. Beshara and the Rogers
18 justifiably relied on the representation and suffered a loss
19 due to that representation.

20 What does the evidence show? What has come -- come
21 apparent in depositions? Well, we know Ms. Beshara nor Ms.
22 Rogers had any direct communication with plaintiff Deutsche,
23 Nationstar or its alleged predecessors. Mr. Rogers acknowledged
24 that he also had no interaction with plaintiff. Mr. Rogers did,
25 however, state that he considered the loan terms themselves to

1 be a misrepresentation. The case law is clear that loan terms
2 are not representations and are neither true or false, and have
3 cited a court of appeals case there in support of that. Neither
4 plaintiff, Nationstar or any other loan servicer is responsible
5 for Mr. Rogers understanding of the loan terms.

6 And it's - it's well established in South Carolina that
7 every contracting party owes a duty to the other party to learn
8 and know the contents of a written contract. And again, a
9 Supreme Court decision in support of that. No one, not
10 Nationstar not Deutsche owed a duty to explain to the Rogers or
11 the interview -- intervenors the terms of the loan. They also,
12 in an attempt to present evidence about false representation,
13 it seems that all claimants identify what appear to be
14 Nationstar's allegations made during the course of this
15 litigation and the prior actions that it was authorized to
16 foreclose as a misrepresentation. But arguments and -- and
17 defenses asserted by a party in a litigation cannot result in
18 actual misrepresentation. And I cite a -- a Oklahoma Supreme
19 Court case here that says, "If anything, perjurious testimony
20 constitutes a fraud or deceit on the finders of fact, and on
21 the judicial system as a whole and not on -- on an individual
22 litigant."

23 So, this argument is just grasping at straws in our
24 position. In any case, they all deny that this -- this comes to
25 the reliance issue. Even if they say, you know, we made my

1 clients made misrepresentations in pursuing foreclosure against
2 them, there's no reliance aspect because they have adamantly
3 denied that anyone has a right to foreclosed.

4 So, they were not deceived. So they can't prove the
5 reliance element of a negligent misrepresentation claim. My
6 clients are also being sued for abuse of process and malicious
7 prosecution. Abuse of process, it's - it's two elements for
8 that. Quite simple. You have to have an ulterior purpose, and a
9 willful act in the use of process that is not proper and the
10 regular conduct of the proceeding. The malicious misuse or
11 perversion of the process after its issuance for an end not
12 lawfully warranted by it.

13 That's what has to be proved. Evidence has to be
14 submitted to establish a claim under this. As far as Ms.
15 Beshara, she was not involved in the other actions that were
16 40J'd. So she can't argue that there was any abuse of process
17 in those legal - in those legal actions, because this is the
18 first time in this action filed in 2019 by Deutsche in which
19 she was a named party.

20 We talked about the two-strike rule and how that is just
21 a conjured-up theory and is not what the rules or the law
22 supports. And for abuse of process, again, it requires some
23 abuse of the process after it is issued in the pursuance of an
24 ulterior motive. Claimants can't identify an ulterior motive.
25 The lawsuits were brought to foreclose, and that's all we've

1 | been trying to do. But the claimants have been fighting us for
2 | tooth and nail for years and years. Filing a complaint is not
3 | an abuse of process, especially when, again, the point of
4 | filing the complaint is to foreclose.

5 | In the brief, we -- I didn't put it in my PowerPoint to
6 | not belabor the point, but Mr. Roger was asked, "Are you aware
7 | of any evidence that Plaintiff Nationstar or its predecessors
8 | were attempting to accomplish anything in foreclosure of the
9 | property through prior litigation?" And he said, "I'm not sure
10 | what you're talking about, but I guess no." And again, Beshara
11 | -- Ms. Beshara, she can't -- she wasn't a party to the other --
12 | other previous actions, the other three actions and therefore
13 | could not possibly show process was used against her in those
14 | actions. Conversely the interveners miss -- the Rogers were not
15 | named in this -- in this current action that Deutsche Bank
16 | filed. Only Ms. Bashara was. The interveners interjected
17 | themselves in.

18 | So even if a claim for abuse of process could lie for
19 | commencement of these actions, no such action would lie against
20 | Ms. Beshara -- No such action would lie against anyone by
21 | Beshara for the prior litigation or by interveners for this
22 | current case that we're here today on. As far as malicious
23 | prosecution, we believe we're entitled to summary judgment on
24 | that claim as well. The elements for a claim for malicious
25 | prosecution are the institution or continuation of original

1 judicial proceedings, by or at the instance of Deutsche or
2 Nationstar termination of such proceeding being in the Beshara
3 or interveners favor, malice and instituting such proceedings.

4 Lack of probable cause and injury or damage. The Court
5 of Appeals recently noted, which is on page 14 of our memo, in
6 support of our motion for summary judgment, that the element of
7 favorable termination that's required for this claim means
8 preceding a termination reflective of the merits. So, a
9 favorable termination has to be won on the merits.

10 It can't be one that is based solely on technical or
11 procedural considerations, which is all we have here at most
12 due to 40 days. When it comes to malice, the malice that has to
13 be proved for this claim. Malice is defined as set forth on
14 page 14 of our memo as the deliberate, intentional doing of an
15 act without just cause or excuse. This claim is subject to
16 dismissal with prejudice because Beshara and the interveners
17 cannot demonstrate termination of any prior litigation in their
18 favor, especially not on the merits, nor can they establish
19 lack of probable cause for instituting any alleged prior
20 foreclosure action, malice or any purported damages resulting
21 therefrom I think, Your Honor, you know, asked Ms. Arnold well,
22 any delay isn't that to the benefit of your clients? I mean,
23 they've been in a house that they haven't a \$1.5 million house
24 that they haven't paid anything on since 2009.

25 So they have not been harmed. [Indiscernible]. As far as

1 the claim against Deutsche and Nationstar for a violation of
2 the South Carolina Unfair and Deceptive Trade Practices Act, we
3 believe we are entitled to summary judgment on this claim as
4 well. Ms. Beshara can't make a claim under this, under the
5 South Carolina Unfair and Deceptive Trade Practices Act because
6 she wasn't involved in anything prior to this current
7 litigation and can't bring a claim in a representative capacity
8 based on anything that the interveners may have experienced.
9 Further, no one, the intervenors nor Ms. Beshara can sue
10 plaintiff or Nationstar over origination of the loan because we
11 did not originate the loan.

12 It was a different lender back in 2007. There's been
13 some deposition testimony of -- of the Rogers not receiving a
14 loan modification to their liking, I mean, that is barred by
15 the statute of limitations, which is our primary argument. But
16 that cannot support an unfair and deceptive trade practices
17 that claim just because the loan mod terms you were offered
18 weren't to one's liking. The Rogers also can't base a claim
19 under SCUPTA on prior litigation because they base their whole
20 theory on some conjured theory and conflating of two rules 40J
21 and 41, and saying that the further pursuit of this action was
22 improper because it was -- this matter was previously dismissed
23 with prejudice.

24 And as we've talked about ad nauseam, that's just not
25 the case. The law does not support that, nor does the rules.

1 Again, the Rogers have no pecuniary loss. They still have the
2 house. This is not a issue that involves the public. The
3 borrower -- the Rogers are the only borrowers on this loan.
4 They were the only parties to any loss mitigation efforts, and
5 they were the only parties to the prior litigation. Ms. Beshara
6 makes a demand for accounting. She asserts that as a claim
7 against my client. We're entitled to summary judgment on that
8 because it's -- it's well known in South Carolina that demand
9 for accounting is not a standalone claim.

10 It's a remedy for some problem, not a cause of action.
11 And there's a South Carolina Supreme Court opinion there which
12 is cited in our brief in support. And -- and even to get demand
13 for accounting as a remedy that again must go attach with some
14 affirmative claim, it's usually only awarded when there's long
15 and -- a long and complicated account history where it would
16 not be practicable for a jury to understand the issues and make
17 adjustments. There's nothing here that's complicated.

18 It's -- it's a loan with a payment history that hasn't
19 shown anything since 2009. So, it was nothing here that would
20 warrant a remedy for demand for accounting. And -- and at the
21 very least, this should not be asserted as a claim under South
22 Carolina law. And lastly, declaratory judgment. The Beshara's
23 and the Rogers, it's -- it's improper, they're not requesting an
24 interpretation of any rights or duties that would even be able
25 to be considered given the bar of this due to the statute of

1 limitations. But -- but they've - they've just tried to subsume
2 their case into this deck judgment, requesting a declaration on
3 a defense in this litigation is essentially what they're doing.
4 And - and that's improper for a deck judgment. They're wrong
5 that this case is improper for the reasons we discussed
6 pursuant to 40J.

7 And they're wrong that plaintiff is prohibited from
8 foreclosing due to the prior litigation. And so for those
9 reasons, Your Honor, we believe that we are entitled to summary
10 judgment on all the counterclaims cross-claims and third-party
11 claims asserted against Deutsche and Nationstar. Thank you.

12 THE COURT: Thank you. Ms. Arnold or Mr. Keys, I'm glad to
13 hear from whoever wants to go first.

14 MR. KEYS: Your Honor, I will -- because the defendants of
15 Ms. Beshara and the Rodgers are aligned, I'm kind of arguing
16 for both of us, but I'm sure that Ms. Arnold will also make
17 some comments as well. And we did submit a joint memorandum in
18 opposition. As to the statute of limitations issue Your Honor,
19 we asserted abuse of process and malpractice or malicious
20 prosecution relating to the filing of this action certainly the
21 statute of limitations haven't run on that, they do relate to
22 some other allegations that are older, but that certainly is a
23 modern, a recent filing that just came right.

24 The question of whether a statute of limitations has run
25 and the knowledge of when it began to accrue is a question,

1 generally speaking, for the jury, Your Honor. And I would also
2 note that essentially what happened here is Nationstar -- the --
3 the plaintiff in this case is essentially a securitized stock
4 instrument.

5 Nationstar is the one who's been pulling all the strings
6 for many years prior to that, Aurora Loan Services was the
7 first plaintiff. And so in March of 2014, the Rogers filed a
8 motion for summary judgment arguing that there were issues as
9 to Nationstar's ability to enforce the note mortgage because
10 the endorsements on the note and the assignments to the
11 mortgage do not match up. Nationstar had substituted itself by
12 plaintiff as a proposed order stating that it was the owner and
13 holder of the note mortgage as evidenced by the assignment of
14 mortgage. There is no assignment to Nationstar.

15 The only two assignments in this case are one to Aurora
16 loan services in I believe, 2009. And then after the Rogers
17 filed their motion for summary judgment raising this issue,
18 Nationstar in trying to collect or correct these deficiencies
19 in its ability to enforce goes and records a second assignment
20 which is executed by Nationstar as attorney in effect and
21 successor servicer for Aurora on behalf of Deutsche, saying
22 that it is assigned to Deutsche. So, that happens after the
23 motion for summary judgment, then they immediately file the
24 40J.

25 Nothing else of substance happened in this case until

1 2019, when Nationstar, as we have alleged, is the one who's
2 actually the one out there hiring counsel to initiate the
3 foreclosure on behalf of the plaintiff brings this action three
4 and a half years after the last action was dismissed. As she
5 noted, at best, their statute of limitations had run for maybe
6 they were good until 2019. Plaintiff's counsel alleged. Well,
7 we think that was intentional for one thing. And they dismissed
8 the last action to try and correct their deficiencies in the
9 endorsements and assignments which don't match up and don't
10 track one another. And a mortgage -- there's -- there's no
11 assignment to Nationstar, there's no assignment to Aurora, or
12 there's no endorsement to Nationstar and no endorsement to
13 Aurora but those are the only things in the mortgage and
14 mortgage assignments have got to track the notes.

15 Got to follow the notes. So, they tried to correct their
16 deficiencies. Then they waited for three and a half years so
17 that they wouldn't have to deal with counterclaims and disputes
18 that had been alleged. And the Rogers had already let them know
19 that the Rogers were of the position that the last dismissal
20 was upon the merits pursuant to Rule 41 and that they were not
21 entitled to bring a new action.

22 Exhibit A of the -- or Exhibit 1 of Beshara's reply to
23 the return filed 61220 in this action has email communications
24 showing that Nationstar through their counsel was still reaching
25 out about this case in 2018 making representations and then

1 still didn't bring this action until the end of 2019. But
2 knowing that the Rogers had raised issues of Res judicata, and
3 issues as to standing and the ability of Nationstar to enforce
4 the mortgage, now they go, okay, well, we're going to name
5 Daichi's plaintiff. Despite the fact that we have evidence
6 before this court of their responses to discovery saying that
7 they alleged Deutsche took title in 2007 and that they became
8 the owner and holder of the note mortgage in 2007. Though there
9 is not an assignment until after the Rogers filed their motion
10 for summary judgment in March of 2013. And the endorsements
11 come.

12 There are three separate endorsements. We provide you
13 three separate copies of the notes, that show there's an
14 alteration of the endorsements. The first note was endorsed in
15 blank from homecomings. Then there is a second endorsement
16 where they altered the first endorsement and it stamps in
17 residential funding into the original endorsement and now says
18 it's going to residential funding. And then there's a second
19 endorsement endorsing out from residential funding to Deutsche.
20 That is a second copy of the note that was produced in the
21 previous actions.

22 A third copy of the note wasn't produced until much
23 later, with a third endorsement of Deutsche, which doesn't
24 attract the assignment to Aurora and the assignment from
25 Nationstar in 2014. So they dismissed, they agreed to 40J the

1 action in 2014 right after the issue of the second assignment.
2 They then wait years to bring this action and because they knew
3 they were outstanding issues, they elect to bring it the name
4 of Deutsch and instead of naming the Rogers defendants as all
5 the previous litigation had been between Nationstar and the
6 Rogers, they now name the trust for the first time. And the
7 Rogers moved to intervene. And the plaintiff in response in
8 opposition to that said, "Well, the trustee for the Ms. Beshara
9 is a fiduciary and she can protect all of the interests of the
10 Rogers, there's no need for the Rogers to be in this case."

11 We think tactically it was actually meant to prevent the
12 raising of Res judicata, prevent the raising of Rule 41 that
13 had primarily been addressed to them, and the issues of the
14 improper assignments that ended the old action. And so that
15 gets to asserting that the statute of limitations should be
16 equitably tolled, Your Honor. Their manners to the -- we would
17 first assert that it's a question for the jury, and it's not
18 appropriate at this time that there are cases, causes of action
19 the statute hasn't run on negligent misrepresentation. We
20 continue to receive improper representations and statements
21 from the plaintiff and Nationstar about improper amounts
22 claimed owed, and both Beshara and the Rodgers have received
23 those.

24 THE COURT: And there's nothing in the record establishing
25 that, because I understand Ms. Gardner quoted some deposition

1 testimony, and you mentioned that statute of limitations is a
2 question of fact. But don't there have to be competing facts
3 for the jury to be weighing?

4 MR. KEYS: But we would suggest abuse of process,
5 malicious prosecution and improper statements made on amounts
6 claimed owed, sent in monthly statements to Ms. Beshara are --
7 the tolling has not run. We would assert that as to declaratory
8 judgment, it can be both equitable and legal. It's - it's
9 determined from the form of the complaint. It's like a
10 chameleon. In this case, the form of the complaint is
11 foreclosure action, which is equitable, Your Honor. And we
12 would assert that therefore statute of limitations doesn't
13 apply to declaratory judgment. As to SCUPTA again, part of the
14 argument there is that in bringing the forth action, they
15 improperly acted pursuant in violation of Rule 41, and hence
16 the statute of limitations hasn't done on that. But if you were
17 to find the statute of limitations was an issue we would assert
18 under equitable tolling. Plaintiff and Nationstar failed to act
19 in prosecuting their foreclosure. And then after they went
20 before the court to dismiss it because they didn't have counsel
21 at the time that it was called for a jury trial.

22 They then waited three years, though they continued to
23 communicate with Rogers and Rogers counsel Ms. Arnold before
24 they ever initiated this action again, and then chose to bring
25 it with new parties even though it's the same mortgage, it's

1 the same alleged default date, it's the same facts. And so we
2 are, you know, Ms. Beshara has asserted collateral estoppel,
3 whereas the Rogers have asserted Res judicata. But so we would
4 assert statute of limitations should imply under because it is
5 inapplicable, because it's question for a jury and because of
6 equitable tolling.

7 As to another important note is discovery Your Honor, as
8 we noted, they haven't provided all the requested discovery and
9 hence we would assert that it's improper to grant summary
10 judgment as to all the defendants when they fail to comply with
11 discovery. As to abuse of process, Your Honor, the two elements
12 are the ulterior purpose and the willful act.

13 Evidence of a willful act can actually be presumed to be
14 ulterior purpose, but you can't go vice versa. The willful acts
15 are, as I stated, in 2014, the Rogers filed a motion for
16 summary judgment and alleging issues with the note mortgage and
17 then after that to try and correct it, Nationstar files an
18 assignment of the mortgage and then moves to dismiss the case
19 pursuant to 40J. They then wait until this time period for
20 years and now go out and choose tactically to try and name
21 Beshara instead of naming the Rogers previously. And we would
22 assert that those are both willful acts in a misuse of the
23 legal process. And the ulterior purpose is that they knew they
24 had issues in the old case, and they knew they had issues of
25 standing Res judicata and the counterclaims and so they sat and

1 waited and then named whole new parties to try and get around
2 those issues. And when the Rogers tried to come in ---

3 THE COURT: MR. Keys let me -- let me ask you this because
4 and you all, this is a crazy question. I guess what I'm missing
5 here is, how could they bring a foreclosure action without
6 naming Beshara? Doesn't Beshara as trustee own the property?

7 MR. KEYS: Beshara is the title holder of the property,
8 but she is not on the note and mortgage and the mortgage does
9 predate ---

10 THE COURT: Foreclose the property.

11 MR. KEYS: Certainly.

12 THE COURT: And I mean, there's no way to foreclose on the
13 property without naming the owner of the property.

14 MR. KEYS: The mortgage is prior in history to the deed to
15 Beshara and thus takes subject to the mortgage, Your Honor.
16 They could have or would assert that they could have brought
17 the action against the Rogers as they did in the 2015 action.
18 Again, Beshara took title in 2012. You have the 2011 action and
19 the 2015 action and never named mentioned Beshara.

20 THE COURT: I guess that's my whole purpose. That was my
21 whole charge or they take the property subject to the mortgage.
22 But can you bring a foreclosure action without naming the
23 person who's actually in possession of the property?

24 MR. KEYS: I think there's ---

25 THE COURT: Because what you want to end up with ---

1 MR. KEYS: [Indiscernible].

2 THE COURT: --- is deed to the property.

3 MR. KEYS: Sure. A good argument would be that certainly
4 you should name the title holder of the property. But again, if
5 a mortgage is recorded in time, there's an argument that she
6 took subject to and you could foreclose without it. So ---

7 THE COURT: Dispossess somebody of their property without
8 naming them in the lawsuit.

9 MR. KEYS: I think it would be a good practice to name her
10 yes, Your Honor. But it would have been a good practice to name
11 the Rogers. And they elected not to. Under malicious
12 prosecution, Your Honor, you've got the institution or
13 continuation of judicial proceedings which we clearly have here
14 by Deutsch and Nationstar and a termination in Beshara and the
15 defendant's favor. It doesn't have to be a named party, it just
16 has to be in the favor. And all the defendants position is that
17 Rule 41 precluded bringing a new action, and that is certainly
18 in their favor as to an ability to foreclose when one is the
19 title holder and the other is a residents of the property. And
20 it must involve the merits but again, as Ms. Arnold and we have
21 all addressed Rule 41 specifically states by the express
22 language of the rule that a second dismissal is a dismissal
23 upon the merits.

24 There are two cases in our appeals courts that have said
25 that a 40J is a dismissal. So, our contention is that it was a

1 dismissal upon the merits. Hence, next you have malice, which
2 is the deliberate or intentional doing of a wrongful act, which
3 may be implied where evidence reveals a disregard of the
4 consequences of injurious acts without reference to special
5 injury. And again, we would assert that the moving to dismiss
6 not to deal with the assignments and then the massive delay in
7 addressing the issue until 2019 -- the end of 2019, and naming
8 Ms. Beshara and not naming the Rogers is malice with -- and
9 intent as a tactical maneuver to avoid issues they believed
10 they had and that had been raised to them and a disregard for
11 the injuries of both parties now having to obtain their
12 attorney's fees and address this issue that's been going on 14
13 years now.

14 Lack of a probable cause goes to Rule 41, Your Honor, we
15 would assert that they didn't have the right to bring a new
16 action. And damages are the having all the defendants having to
17 hire the including Beshara, attorneys threat of imminent loss
18 of the property. And honestly, it's also resulted in a damage
19 to the relationship between Beshara and the Rogers. Ms. Beshara
20 is the sister of Ms. Rogers. As to SCUPTA, Your Honor, again,
21 yes you cannot bring it in a personal capacity or you cannot
22 bring it in a representative capacity in regard to Ms. Beshara.

23 The plaintiff disputed and opposed the Rogers
24 intervening prior to or contemporaneous with Beshara filing her
25 answer. And in their answer, they said Ms. Beshara is a

1 fiduciary for the Rodgers. She is quite capable of protecting
2 all their interests, and so she did plead language in her
3 skeptic cause that relates to a representative capacity. The
4 Rodgers pled obviously in their own individual capacity. And as
5 to bringing the action against Beshara, which they alleges --
6 she alleges, improper under 41. That is a personal capacity
7 issue. Sorry about that.

8 MS. ARNOLD: Sorry about that Judge. That was my computer
9 talking to me. Sorry.

10 MR. KEYS: As to asserting that she wasn't in the first
11 claim, they brought the action for foreclosure, which she
12 asserts they can't bring. If you look at Rosemond vs. Campbell,
13 it raises the issue that an assignor stands in the shoe -- or
14 an assignee stands in the shoes of the signer. Deutsche and
15 Nationstar stand in the shoes of the prior servicers and their
16 prior originator and are subject to all claims in that regard.
17 As far as whether or not it's a public or private matter, Your
18 Honor potential for repetition is a presumption that you can
19 defeat the public versus private issue. And in this case, if
20 you look at Exhibit 2, to Beshara's reply to return filed on 6
21 -12 - 20 in this action, it's a old case out of Colleton County
22 from 2015, maybe by Judge Buckner, involving Deutsche's
23 trustee, which has many facts analogous to this case on delay
24 in multiple proceedings and the fact that when it came time for
25 trial, they didn't have counsel at the time, even though there

1 | were counsels of record.

2 | And so we would assert there's evidence in the record of
3 | potential for repetition here, Your Honor. On the negligence
4 | claim, Your Honor again, they're sending the statements or the
5 | negligent misrepresentation. And so we would assert there's a
6 | question of fact and we need to know who they're fact witnesses
7 | so we can depose them about those improper amounts represented
8 | as claimed owed.

9 | As to accounting, as plaintiff's counsel noted, a long
10 | and complicated accounting history. The first case they allege
11 | that default, which the Rogers I know deny occurred in May of
12 | 2009. We are 14 years in on a pickup loan with negative
13 | amortization terms, with property inspection fees and escrow
14 | issues. It is a long and complicated accounting. And so we
15 | believe we're entitled to a complete transaction history of all
16 | amounts claimed owed in order to foreclose. And I believe that
17 | addresses all the causes of action, Your Honor. Declaratory
18 | judgment, again, we would assert it's equitable. The question
19 | is as to the applicability of Rule 41 with Rule 40J, the
20 | enforceability of the endorsements that on the note which don't
21 | attract the assignments on the mortgage and those implications
22 | on Deutsche and Nationstar's ability to enforce the mortgage.
23 | We cited numerous cases that state that defendants are entitled
24 | to raise those issues in a foreclosure action. And basically,
25 | in this case, you've got two parties who are saying, no 40 and

1 41 don't apply like this. This is ridiculous.

2 No, the issues with the endorsements and the science --
3 assignments are not at issue. There's clearly conflict here
4 involving both law and contract and just the judicial
5 controversy, Your Honor. So that would be my comments, I'm sure
6 Ms. Arnold might have some additional comments.

7 MS. ARNOLD: Your Honor, to answer your question, has
8 there been any activity that's gone on between 2019 -- or 2016
9 and 2019. Yes, there have been communications back and forth
10 with me and McGuire Woods counsel. The gentleman's no longer
11 with McGuire Woods, but there had been communications back and
12 forth regarding different matters. And clearly, they were put
13 on notice as to the position that we took with regard to
14 dismissal.

15 As to Your Honor, the statute of limitations, I believe
16 if you look at their brief, you will see that they actually
17 concede that not all of the factual issues that are alleged by
18 the defendants are incorporated within prior activity. It
19 relates to current activity, current activity including the
20 filing of what we consider this to be in generic terms,
21 wrongful foreclosure. But if you look at that pleading, you
22 will see that. But more importantly, Your Honor, throughout the
23 course of this Nationstar, which I now believe is called Mr.
24 Cooper. Mr. Cooper sends monthly statements.

25 They -- they changed to who they send those statements

1 too, they would at one point would send them to me on behalf of
2 the Rogers. They switched that and now they send them to Ms.
3 Beshara, who is not an account holder or borrower on the note,
4 which is inappropriate, but nonetheless, they do it. But each
5 time they send that monthly statement, our position is that
6 monthly statement has misrepresentations, it has inaccurate
7 information in it, and it continues the proposition that they,
8 the entity that is sending it has the -- is rightfully sending
9 it and the amounts claimed in it are correct. So, then again,
10 that is a continuing, ongoing negligent misrepresentations that
11 are committed by these parties and their agents or the
12 plaintiffs and its agent, owner and or servicer.

13 It -- additionally, Your Honor, I think Mr. Keys got it
14 is already stated it declaratory judgment is an equitable claim
15 in here. We have asked for injunctive relief, we have asked for
16 the determination that this plaintiff Deutsche even has the
17 ability. And if you'll notice in its pleading, Your Honor,
18 Deutsche in its pleading in this one says, "It's either the
19 mortgagor or servicer." It doesn't know which had it wears and
20 this -- they have the burden Deutsche as a foreclosure has the
21 burden of establishing a cause of action, and they have to have
22 a certain hat in order to do that.

23 So their own pleadings here show that they don't wear or
24 don't have the proper hat or don't know what -- that they're
25 wearing in this instance. But again, the declaratory judgment

1 is to say, "You who are here in front of this court don't have
2 the ability to do what you're doing." It's an interpretation of
3 lounge is or understanding of it mortgages, assignments,
4 owners, servicers and how that comes to play. Again, that's a
5 declaratory judgment action. It is equitable. There is no
6 statute of limitations on that. And Mr. Keys has addressed all
7 the other issues with -- with regard to that. I would ask Your
8 Honor, to look at the Campbell, I believe, vs. Rosemont case.
9 It is cited by both parties in memos. And in essence here, you
10 do not have a negotiable note, you have a non-negotiable note.

11 This is a pickup pay loan, as we would call it, that
12 provides for negative amortization. And because it falls
13 outside of a negotiable note, is not controlled by some of our
14 provisions in the UCC, which would mean a holder in due course.
15 Therefore, ownership and proving that essential element is
16 critical in this case, which again, we can they cannot do. So
17 again, that relates to the various causes of action that you
18 see or are the basis for the unfair trade practices. And again,
19 the -- the other causes and if Your Honor, will also note the
20 counterclaims that are asserted here, do not mimic what was
21 done before.

22 A number of those causes were eliminated. For instance,
23 a truth in lending violation -- a truth in lending violation
24 does have a one-year statute of limitations. And even though it
25 has a one-year stabilization, it does not mean that a truth in

1 | lending cannot be asserted as a defense in a foreclosure
2 | action. They always can because it's defensive to it. Those
3 | origination claims, again, if you look at the Campbell and
4 | Rosemont case and because this is a non-negotiable note, those
5 | claims go and flow with whoever now comes to the court and
6 | says, "By the way, I'm the one that's got the right to bring
7 | this foreclosure." All of those claims are properly asserted
8 | and issues with this case. And, Your Honor, I was just trying
9 | to address some of the things that were brought up. And I think
10 | I've done it other than what Mr. Keys and of course, we would -
11 | - we did join in together jointly in opposition and this
12 | morning, Your Honor.

13 | And supplement to opposition, there was portions of Mr.
14 | Rogers's deposition that was submitted by Deutsche. We added
15 | some additional experts, deposition experts to Mr. Rogers
16 | deposition, that show these comments about what was going on,
17 | the misrepresentations that he claims. And then lastly, Your
18 | Honor, and I know I'm throwing a lot out at you because this
19 | case does have some complications and it clearly has had a
20 | protracted. The -- this matter has been a protracted matter in
21 | and out of the courts in different causes of action. But again,
22 | it is the burden of the party that is now coming to the courts
23 | and saying we have the right to foreclose.

24 | Well, they have to establish certain things they clearly
25 | have to establish the existence of a debt. That debt only is in

1 the name of Mr. Rogers, but they also have to establish a
2 default. We challenged the affidavit that was submitted by
3 Deutsche as being a sufficient affidavit under Rule 56 in
4 support of a motion for summary judgment, because that
5 affidavit has some just blanket remarks that are not supported.
6 One which is the claim that there was a default.

7 And the position, if you look at the pleadings, is that
8 the default and the testimony of Mr. Rogers that I supplement
9 was not a default created by the Rogers, it was a default
10 created by the then servicer lender by rejecting payments, any
11 further payments from the Rogers after they had worked out a
12 certain modification plan. I'm just giving you that background
13 as the facts that go on in that have gone on in this protracted
14 matter. But thank you, Your Honor. I appreciate your time.

15 THE COURT: I'm sorry. My screen just went totally black.

16 MS. ARNOLD: You're back. You went black, but then you
17 came back.

18 THE COURT: It did this a couple of times yesterday, and
19 then everyone said it was my audio was garbled for a little
20 while after I came back online. Can you guys hear me?

21 MS. ARNOLD: We can hear you, Your Honor.

22 MR. KEYS: Yes, Your Honor.

23 MS. ARNOLD: Yeah. You're good now. Yes.

24 THE COURT: Okay. Go ahead, Ms. Gardner.

25 MS. GARDNER: Yeah, Your Honor. I'll just keep it brief. I

1 mean, we stand on the argument set forth in our memo in support
2 of our motion for summary judgment. The key here is what
3 occurred in the three years prior to the Beshara's and the
4 interveners asserting claims against my client in 2020. That's
5 the key question. Ms. Arnold talks about communications between
6 counsel. That's - that's not enough to toll the statute of
7 limitations. And then she talks about account statements being
8 sent.

9 There's -- she cites to no deposition testimony for
10 this, there is no affidavit for this, her own clients did not
11 say this is -- this gives them reason to assert these
12 counterclaims. She talks and states that some of the claims
13 asserted in 2012 weren't reasserted in 2020 that's true. But
14 four of them are. And were definitely entitled to summary
15 judgment on them because they knew about these claims back in
16 2012. And then as far as Mr. Keys, I mean, he spoke about Ms.
17 Beshara, a lot of -- a lot of his argument depended upon the
18 endorsements and the note and the assignments which we put in
19 our brief.

20 She has no standing to complain about. She was not a
21 party to those documents, and there's case law supporting that.
22 And again, a lot of their arguments and the basis for their
23 claims rely upon the completion of 40J and 41A saying that
24 Deutsche -- Deutsche had no right to bring this current action.
25 And as we've discussed, it's just not true. It's conjured, it's

1 not supported by the law. And for those reasons, we believe
2 we're entitled to summary judgment against the claims asserted
3 against Deutsche and Nationstar.

4 THE COURT: Oh, I've got a little bit of reading to do. I
5 thank you all. I'm going to look carefully at your memos that
6 you've submitted before I enter any ruling. I'll email you all
7 with my ruling and probably ask one of you to do the order
8 after I have made a ruling.

9 MS. ARNOLD: Thank you, Your Honor.

10 MS. GARDNER: Thank you.

11 MR. KEYS: Thank you, Your Honor.

12 THE COURT: Thank you.

13 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING IS CONCLUDED)
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1 CERTIFICATE OF TRANSCRIBER

2 I, ERIN REILY, a court-approved transcriber, do
3 hereby certify that the foregoing is a true, accurate and
4 complete Transcript of Record of the proceedings had and
5 evidence introduced in the trial of the captioned case,
6 relative to appeal, in the South Carolina Circuit Court 3,
7 Charleston County, South Carolina, on the 18th day of
8 April, 2023.

9
10 I do further certify that I am neither of kin, counsel,
11 nor interest to any party hereto.

12 August 1st, 2023

13 ERIN REILLY

14 TRANSCRIBER
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Julie J. Armstrong

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Aurora Loan Services Llc VS Curtis Rogers, defendant, et al

Case Number:	2009CP1005840	Court Agency:	Common Pleas	Filed Date:	09/15/2009
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Jury
Status:	Dismissed	Assigned Judge:	Solicitor		
Disposition:	Dismissed per Rule 40J	Disposition Date:	03/09/2010	Disposition Judge:	Solicitor
Original Source Doc:		Original Case #:		Restore Reason:	Reopen Case for Rule 40J - Original Case
Judgment Number:		Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Arnold, Mary Leigh	749 Johnnie Dodds Blvd, Ste B Mt. Pleasant SC 29464				Defendant Attorney		05/03/2011
Aurora Loan Services Llc					Plaintiff		02/06/2012
Harbor National Bank Etc					Defendant		09/18/2009
Hayes, Dean Anthony	4500 Fort Jackson Blvd. Suite 250 Columbia SC 29209				Attorney		09/01/2010
Kelchner, John Brian	PO Box 1473 Columbia SC 29202				Plaintiff Attorney		09/18/2009
National City Bank Etc					Defendant		09/18/2009
Paylor, Alice F	151 Meeting Street Suite 350 Charleston SC 29401				Defendant Attorney		10/06/2009
Rogers, Curits L III					Defendant		09/18/2009
Rogers, Curtis					Defendant		09/18/2009
Rogers, Julie J					Defendant		09/18/2009
Shoreline Farms Community Association Inc Etc					Defendant		09/18/2009

Tax Map Information

Agency name	Tax Map Number	Tax Map Description
Common Pleas	3150000008	MARSHLAND AND HIGHLANDS 2235 SHORELINE DRIVE, JOHNS ISLAND
Common Pleas	3150000067	LOT 8, BLOCK F, SHORE LINE FARMS SUBD 2235 SHORELINE DRIVE, JOHNS ISLAND

Associated Cases

Agency	Case #	External	Relationship	Description	Case Filed Date	Disposition Date	Case Status	Disposition
Master In Equity	2009CP1005840	N			11/17/2009	03/09/2010	Dismissed	Dismissed per Rule 40J
Common Pleas	2009LP1008286	N	CP		01/01/2009	05/16/2016	Dismissed	Other / Circuit Civil
Common Pleas	2011CP1001805	N		Associated by Rule 40J	03/10/2011	06/24/2014	Dismissed	Dismissed per Rule 40J

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Arnold, Mary Leigh	Motion/Motion Filing Fee	Filing		05/03/2011-09:05		
	Order/Order Case Has Been Restored. See Associated Case	Order		03/10/2011-11:02		
	PLNTFF'S NOT/MOT TO RESTORE CASE TO ACTIVE ROSTER	Motion		08/26/2010-00:00	08/26/2010-00:00	
	FORM4 IN RE:MSORD 20100813 9990 MAILED FIRST CLASS	Order		08/17/2010-00:00	08/17/2010-00:00	
	MASTERS ORDER CASE CONTINUED FOR 60 DAYS	Order		08/13/2010-00:00	08/13/2010-00:00	
	Hearing	Event		08/04/2010-14:00	08/04/2010-14:00	
	NOT/MOT TO VACATE ORDER RESTORING TO ACTIVE DOCKET	Filing		07/26/2010-00:00	07/26/2010-00:00	
	FORM4 IN RE:MSORD 20100624 9990 MAILED FIRST CLASS	Order		07/08/2010-00:00	07/08/2010-00:00	
	MASTERS ORDER RESTORING CASE TO THE ACTIVE ROSTER	Order		06/24/2010-00:00	06/24/2010-00:00	
	Civil Court	Event		06/15/2010-14:00	06/15/2010-14:00	
	FORM4 IN RE:MSORD 20100309 9980 MAILED FIRST CLASS	Order		03/18/2010-00:00	03/18/2010-00:00	
	FORM4 IN RE:MSORD 20100309 9990 MAILED FIRST CLASS	Order		03/18/2010-00:00	03/18/2010-00:00	
	MASTERS ORDER REMOVING CASE FROM ACTIVE DOCKET	Order		03/09/2010-00:00	03/09/2010-00:00	
	MASTERS ORDER-ACTION STRIKEN PER RULE 40(J)	Order		03/09/2010-00:00	03/09/2010-00:00	
	Civil Court	Event		02/24/2010-10:00	02/24/2010-10:00	

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	FORM4 IN RE:OREF 20091123 9990 MAILED FIRST CLASS	Order		12/01/2009-00:00	12/01/2009-00:00	
	Order/Referred to Master	Order		11/23/2009-00:00	11/23/2009-00:00	
	MOTION & MANDATORY ORDER OF REFERENCE W/ FINALITY	Order		11/23/2009-00:00	11/23/2009-00:00	
	AFFIDAVIT OF DEFAULT	Filing		11/18/2009-00:00	11/18/2009-00:00	
	AFFIDAVIT OF NON-MILITARY SERVICE	Filing		11/18/2009-00:00	11/18/2009-00:00	
	ANSWER OF DEFNTS CURTIS ROGERS & JULIE J ROGERS &;ARNOLD, M	Filing		10/23/2009-00:00	10/23/2009-00:00	
	ANSWER OF DEFNT HARBOR NATIONAL BANK & CERT/MAIL;PAYLOR, A	Filing		09/30/2009-00:00	09/30/2009-00:00	
	AFFIDAVIT OF SERVICE (4)	Filing		09/25/2009-00:00	09/25/2009-00:00	
	AFFIDAVIT OF SERVICE	Filing		09/21/2009-00:00	09/21/2009-00:00	
Aurora Loan Services Llc	Civil Converted Cost	Filing		09/15/2009-00:00	09/15/2009-00:00	
	RECEIPT #09-15474	Filing		09/15/2009-00:00	09/15/2009-00:00	
	SUMMONS & COMPLAINT	Filing		09/15/2009-00:00	09/15/2009-00:00	
	LIS PENDENS	Filing		09/15/2009-00:00	09/15/2009-00:00	

Financials

Summary					
Fine/Costs:	\$125.00	Total Paid for fine/costs:	\$125.00	Balance Due:	\$0.00
Costs					
Description	Cost Code	Amount	Charge Action	Disbursed Amount	
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00	
Motion/Order Filing Fee \$25	MOTION	\$100.00		\$100.00	
Payments					
Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount	
05/03/2011	477705	COCCMB	PY	\$25.00	
07/26/2010	209913	EBA	PY	\$25.00	
06/25/2010	207917	EBA	PY	\$25.00	
03/10/2010	201438	EBA	PY	\$25.00	
11/19/2009	195247	ACJ	PY	\$25.00	



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Aurora Loan Services Llc VS Curtis Rogers , defendant, et al

Case Number:	2011CP1001805	Court Agency:	Common Pleas	Filed Date:	03/10/2011
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Jury
Status:	Dismissed	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Dismissed per Rule 40J	Disposition Date:	06/24/2014	Disposition Judge:	McDonald, Stephanie P
Original Source Doc:		Original Case #:		Restore Reason:	Reopen Case for Rule 40J - Original Case
Judgment Number:		Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Arnold, Mary Leigh	749 Johnnie Dodds Blvd, Ste B Mt. Pleasant SC 29464				Defendant Attorney		06/18/2013
Aurora Loan Services Llc(Inactive)					Plaintiff		06/25/2014
Bernstein, Robert Alan	PO Box 20519 Charleston SC 294130519				Defendant Attorney		07/09/2013
Brown, Suzanne E.	Hamlet Law 5215 Junction Park Circle, Suite 202 Wilmington NC 28412				Defendant Attorney		04/07/2015
Harbor National Bank Etc					Defendant		03/10/2011
Hayes, Dean Anthony	4500 Fort Jackson Blvd. Suite 250 Columbia SC 29209				Attorney		04/07/2015
Jackman, Robert Powell	1201 Main Street, Ste 1800 Columbia SC 29201				Plaintiff Attorney		03/16/2015
Kelchner, John Brian	PO Box 1473 Columbia SC 29202				Plaintiff Attorney		04/07/2015
National City Bank Etc					Defendant		03/10/2011
Nationstar Mortgage LLC					Plaintiff		06/18/2013
Paylor, Alice F	151 Meeting Street Suite 350 Charleston SC 29401				Defendant Attorney		06/18/2013
Robinson, Mindi C.	1501 James Hill Way Birmingham AL 35226				Plaintiff Attorney		05/07/2014
Rogers, Curits L III					Defendant		03/10/2011
Rogers, Curtis					Defendant		03/04/2014
Rogers, Julie J					Defendant		03/10/2011
Shoreline Farms Community Association Inc Etc					Defendant		03/10/2011

Associated Cases

Agency	Case #	External	Relationship	Description	Case Filed Date	Disposition Date	Case Status	Disposition
Common Pleas	2009CP1005840	N		Associated by Rule 40J	09/15/2009	03/09/2010	Dismissed	Dismissed per Rule 40J
Common Pleas	2009LP1008286	N	LISP	Aurora Loan Services Llc VS Curtis Rogers, defendant, et al	01/01/2009	05/16/2016	Dismissed	Other / Circuit Civil
Common Pleas	2015CP1001971	N		Associated by Rule 40J	04/07/2015	05/16/2016	Dismissed	Dismissed per Rule 40J

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
	Info: CASE RESTORED. DO NOT FILE ON THIS CASE	Filing		05/05/5555-09:07		
Aurora Loan Services Llc	Order Restoring Case. Filing Fee Paid. See New Case.	Order		04/07/2015-09:06		
Nationstar Mortgage LLC	Notice of Appearance of Atty Hayes & Jackman, crt/mail	Filing		03/13/2015-11:28		
Aurora Loan Services Llc	Certificate/Mortgagor Non-Compliance & crt/srv	Filing		03/13/2015-10:59		
Aurora Loan Services Llc	Order/Dismissal Rule 40J	Order		06/24/2014-11:41		
Aurora Loan Services Llc	Order/Order Filing Fee	Filing		06/18/2014-14:20	06/24/2014-14:20	
Kelchner, John Brian	Roster/Notice of Motions Roster Publication Sent	Action		05/08/2014-11:08	06/24/2014-11:08	
Brown, Suzanne E.	Roster/Notice of Motions Roster Publication Sent	Action		05/08/2014-11:08	06/24/2014-11:08	
Bernstein, Robert Alan	Roster/Notice of Motions Roster Publication Sent	Action		05/08/2014-11:08	06/24/2014-11:08	
Hayes, Dean Anthony	Roster/Notice of Motions Roster Publication Sent	Action		05/08/2014-11:08	06/24/2014-11:08	
Arnold, Mary Leigh	Roster/Notice of Motions Roster Publication Sent	Action		05/08/2014-11:08	06/24/2014-11:08	
Paylor, Alice F	Roster/Notice of Motions Roster Publication Sent	Action		05/08/2014-11:08	06/24/2014-11:08	

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Robinson, Mindi C.	Roster/Notice of Motions Roster Publication Sent	Action		05/08/2014-11:08	06/24/2014-11:08	
Arnold, Mary Leigh	Roster/Notice of Motions Roster Publication Sent	Action		05/07/2014-10:12	06/24/2014-10:12	
Paylor, Alice F	Roster/Notice of Motions Roster Publication Sent	Action		05/07/2014-10:12	06/24/2014-10:12	
Hayes, Dean Anthony	Roster/Notice of Motions Roster Publication Sent	Action		05/07/2014-10:12	06/24/2014-10:12	
Brown, Suzanne E.	Roster/Notice of Motions Roster Publication Sent	Action		05/07/2014-10:12	06/24/2014-10:12	
Bernstein, Robert Alan	Roster/Notice of Motions Roster Publication Sent	Action		05/07/2014-10:12	06/24/2014-10:12	
Robinson, Mindi C.	Roster/Notice of Motions Roster Publication Sent	Action		05/07/2014-10:12	06/24/2014-10:12	
Kelchner, John Brian	Roster/Notice of Motions Roster Publication Sent	Action		05/07/2014-10:12	06/24/2014-10:12	
Kelchner, John Brian	Roster/Notice of Motions Roster Publication Sent	Action		04/03/2014-12:06	06/24/2014-12:06	
Robinson, Mindi C.	Roster/Notice of Motions Roster Publication Sent	Action		04/03/2014-12:06	06/24/2014-12:06	
Bernstein, Robert Alan	Roster/Notice of Motions Roster Publication Sent	Action		04/03/2014-12:06	06/24/2014-12:06	
Brown, Suzanne E.	Roster/Notice of Motions Roster Publication Sent	Action		04/03/2014-12:06	06/24/2014-12:06	
Hayes, Dean Anthony	Roster/Notice of Motions Roster Publication Sent	Action		04/03/2014-12:06	06/24/2014-12:06	
Paylor, Alice F	Roster/Notice of Motions Roster Publication Sent	Action		04/03/2014-12:06	06/24/2014-12:06	
Arnold, Mary Leigh	Roster/Notice of Motions Roster Publication Sent	Action		04/03/2014-12:06	06/24/2014-12:06	
Arnold, Mary Leigh	Motion/Summary Judgment by defendant, crt/srv	Motion		03/04/2014-14:10	06/25/2014-14:10	
Rogers, Curtis	Motion/Motion Filing Fee	Filing		03/04/2014-10:38	06/24/2014-10:38	
	Notice of Appearance of Atty Robinson, crt/srv	Filing		03/03/2014-12:59	06/24/2014-12:59	
Aurora Loan Services Llc	Notice/Notice of Hearing & crt/srv	Filing		11/12/2013-09:33	06/24/2014-09:33	
Arnold, Mary Leigh	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Arnold, Mary Leigh	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Kelchner, John Brian	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Kelchner, John Brian	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Paylor, Alice F	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Paylor, Alice F	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Hayes, Dean Anthony	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Hayes, Dean Anthony	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Brown, Suzanne E.	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Brown, Suzanne E.	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Bernstein, Robert Alan	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Bernstein, Robert Alan	Roster/Notice of Motions Roster Publication Sent	Action		10/15/2013-15:18	06/24/2014-15:18	
Aurora Loan Services Llc	Motion/Motion Filing Fee	Filing		09/27/2013-16:37	06/24/2014-16:37	
Hayes, Dean Anthony	Motion/Compel by plaintiff, crt/srv	Motion		09/27/2013-14:38	11/15/2013-14:38	
Harbor National Bank Etc	Notice/Appearence of Atty R Bernstein & crt/srv	Filing		07/02/2013-09:29	06/24/2014-09:29	
Rogers, Curtis	Motion/Motion Filing Fee	Filing		07/01/2013-09:36	06/24/2014-09:36	
Arnold, Mary Leigh	Motion/Vacate by defendant, crt/srv	Motion		06/28/2013-11:49	11/15/2013-11:49	
Aurora Loan Services Llc	Order/Substituting the plntff & amending caption	Order		06/14/2013-09:58	06/24/2014-09:58	
Aurora Loan Services Llc	Service/Certificate Of Service	Filing		06/12/2013-09:59	06/24/2014-09:59	
Aurora Loan Services Llc	Order/Order Filing Fee	Filing		06/11/2013-16:30	06/24/2014-16:30	
	Service/Certificate Of Service	Filing		06/06/2013-12:06	06/24/2014-12:06	
Aurora Loan Services Llc	Reply/Reply to defendant Amended Answer & C/claim, crt/srv	Filing		02/29/2012-16:23	06/24/2014-16:23	
	Order/Defnt's mot to amend answer is granted	Order		02/24/2012-08:56	06/24/2014-08:56	
	Amended Answer & Counterclaim of certain dfndnts, JTD & srv	Filing		02/13/2012-14:53	06/24/2014-14:53	
	Notice/Notice of Hearing & crt/srv	Filing		12/15/2011-14:52	06/24/2014-14:52	
Arnold, Mary Leigh	Roster/Notice of Motions Roster Publication Sent	Action		09/13/2011-10:58	06/24/2014-10:58	
Kelchner, John Brian	Roster/Notice of Motions Roster Publication Sent	Action		09/13/2011-10:58	06/24/2014-10:58	

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Paylor, Alice F	Roster/Notice of Motions Roster Publication Sent	Action		09/13/2011-10:58	06/24/2014-10:58	
Hayes, Dean Anthony	Roster/Notice of Motions Roster Publication Sent	Action		09/13/2011-10:58	06/24/2014-10:58	
Brown, Suzanne E.	Roster/Notice of Motions Roster Publication Sent	Action		09/13/2011-10:58	06/24/2014-10:58	
	Notice/Election to participate in Foreclosure Intrvntn & srv	Filing		06/13/2011-13:16	06/24/2014-13:16	
Aurora Loan Services Llc	Notice/Notice of Foreclosure Intervention & crt/srv	Filing		05/27/2011-13:42	06/24/2014-13:42	
Aurora Loan Services Llc	Motion/Amend Answer by defendants & crt/mail	Motion		05/02/2011-16:27	09/26/2011-16:27	
National City Bank Etc	Notice/Appearence of Brock & Scott PLLC & crt/srv	Filing		04/27/2011-16:18	06/24/2014-16:18	
Aurora Loan Services Llc	Order/Restore Case To Active Docket & Cert/Serv	Order		03/10/2011-09:30	06/24/2014-09:30	

Financials**Summary**

Fine/Costs:	\$275.00	Total Paid for fine/costs:	\$275.00	Balance Due:	\$0.00
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Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Civil Filing Fee State 56%	CVFFST	\$56.00		\$56.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
SCJD Filing Fee Proviso \$50 / \$25	SCJDPV	\$50.00		\$50.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Civil Filing Fee County 44%/100%	CVFFCN	\$44.00		\$44.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
06/18/2014	531061	COCCMB	PY	\$25.00
03/04/2014	526169	coccnnp	PY	\$25.00
09/27/2013	519824	COCCMB	PY	\$25.00
07/01/2013	515831	coccnnp	PY	\$25.00
06/11/2013	514983	cocslb	PY	\$25.00
03/10/2011	474756	coccnnp	PY	\$150.00



Julie J. Armstrong

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Aurora Loan Services Llc VS Curtis Rogers , defendant, et al

Case Number:	2015CP1001971	Court Agency:	Common Pleas	Filed Date:	04/07/2015
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Jury
Status:	Dismissed	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Dismissed per Rule 40J	Disposition Date:	05/16/2016	Disposition Judge:	Young, Roger M. Sr.
Original Source Doc:		Original Case #:		Restore Reason:	Reopen Case for Rule 40J
Judgment Number:		Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Arnold, Mary Leigh	749 Johnnie Dodds Blvd, Ste B Mt. Pleasant SC 29464				Defendant Attorney		04/07/2015
Aurora Loan Services Llc (Inactive)					Plaintiff		05/17/2016
Bernstein, Robert Alan	PO Box 20519 Charleston SC 294130519				Defendant Attorney		04/07/2015
Brown, Suzanne E.	Hamlet Law 5215 Junction Park Circle, Suite 202 Wilmington NC 28412				Defendant Attorney		04/07/2015
Harbor National Bank Etc					Defendant		04/07/2015
Hayes, Dean Anthony	4500 Fort Jackson Blvd. Suite 250 Columbia SC 29209				Attorney		05/12/2016
Jackman, Robert Powell	1201 Main Street, Ste 1800 Columbia SC 29201				Plaintiff Attorney		05/12/2016
Kelchner, John Brian	PO Box 1473 Columbia SC 29202				Plaintiff Attorney		05/12/2016
National City Bank Etc					Defendant		04/07/2015
Nationstar Mortgage LLC					Plaintiff		04/07/2015
Paylor, Alice F	151 Meeting Street Suite 350 Charleston SC 29401				Defendant Attorney		04/07/2015
Robinson, Mindi C.	1501 James Hill Way Birmingham AL 35226				Plaintiff Attorney		04/07/2015
Rogers, Curits L III					Defendant		04/07/2015
Rogers, Curtis					Defendant		04/07/2015
Rogers, Julie J					Defendant		04/07/2015
Shoreline Farms Community Association Inc Etc					Defendant		04/07/2015

Associated Cases

Agency	Case #	External	Relationship	Description	Case Filed Date	Disposition Date	Case Status	Disposition
Common Pleas	2009LP1008286	N	LISP	Lis Pendens	01/01/2009	05/16/2016	Dismissed	Other / Circuit Civil
Common Pleas	2011CP1001805	N		Associated by Rule 40J	03/10/2011	06/24/2014	Dismissed	Dismissed per Rule 40J

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Aurora Loan Services Llc	Order/Dismissal Rule 40J	Order		05/16/2016-09:00		
Kelchner, John Brian	Roster/Notice of Case Roster Publication Sent	Action		05/12/2016-08:51	05/16/2016-08:51	
Arnold, Mary Leigh	Roster/Notice of Case Roster Publication Sent	Action		05/12/2016-08:51	05/16/2016-08:51	
Paylor, Alice F	Roster/Notice of Case Roster Publication Sent	Action		05/12/2016-08:51	05/16/2016-08:51	
Hayes, Dean Anthony	Roster/Notice of Case Roster Publication Sent	Action		05/12/2016-08:51	05/16/2016-08:51	
Brown, Suzanne E.	Roster/Notice of Case Roster Publication Sent	Action		05/12/2016-08:51	05/16/2016-08:51	
Bernstein, Robert Alan	Roster/Notice of Case Roster Publication Sent	Action		05/12/2016-08:51	05/16/2016-08:51	
Robinson, Mindi C.	Roster/Notice of Case Roster Publication Sent	Action		05/12/2016-08:51	05/16/2016-08:51	
Jackman, Robert Powell	Roster/Notice of Case Roster Publication Sent	Action		05/12/2016-08:51	05/16/2016-08:51	
Aurora Loan Services Llc	Order/Restore Case To Active Docket	Order		04/07/2015-09:13	05/16/2016-09:13	

Financials

Summary					
Fine/Costs:	\$150.00	Total Paid for fine/costs:	\$150.00	Balance Due:	\$0.00
Costs					
Description	Cost Code	Amount	Charge Action	Disbursed Amount	

Civil Filing Fee County 44%/100%	CVFFCN	\$44.00		\$44.00
Civil Filing Fee State 56%	CVFFST	\$56.00		\$56.00
SCJD Filing Fee Proviso \$50 / \$25	SCJDPV	\$50.00		\$50.00
Payments				
Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
04/07/2015	543479	cocmrr	PY	\$150.00



Julie J. Armstrong

Charleston County Clerk of Court

Charleston County Circuit Court Case Details Public Index

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Deutsche Bank Trust Company Americas as Trustee , plaintiff, et al VS Ashley Johnson Beshara , defendant, et al

Case Number:	2019CP1004503	Court Agency:	Common Pleas	Filed Date:	08/27/2019
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Arnold, Mary Leigh	749 Johnnie Dodds Blvd, Ste B Mt. Pleasant SC 29464				Defendant Attorney		12/19/2022
Ashley Johnson Beshara Trustee					Defendant		07/15/2020
Ashley Johnson Beshara Trustee					Third Party Plaintiff		07/15/2020
Beshara, Ashley Johnson					Third Party Plaintiff		07/15/2020
Beshara, Ashley Johnson					Defendant		07/31/2023
Cadle Rock Joint Ventruure L P					Defendant		08/28/2019
Calub, Brian A. (Inactive)	6909 Queensberry Drive Charlotte NC 282267654				Defendant Attorney		12/29/2021
Creech, Magalie A	50 Broad Street Charleston SC 29401				Plaintiff Attorney		03/19/2021
Cutler, Amanda Kay (Inactive)	2110 Executive Drive Salisbury NC 28147				Defendant Attorney		05/03/2022
Deutsche Bank Trust Company Americas as Trustee					Plaintiff		01/10/2024
Ferguson, Rachel L	4000 Faber Place Drive Suite 450 Charleston SC 29405				Plaintiff Attorney		06/21/2024
Gardner, Jasmine Kelly	201 N. Tryon Street Suite 3000 Charlotte NC 28202				Plaintiff Attorney		02/02/2023
Gardner, Jasmine Kelly	201 N. Tryon Street Suite 3000 Charlotte NC 28202				Defendant Attorney		02/02/2023
Keys, David Conor	PO Box 14225 Charleston SC 29422				Defendant Attorney		10/24/2019
McPherson, Thomas Richmond III	201 North Tryon Street, Suite 3000 Charlotte NC 28202				Defendant Attorney		05/03/2022
Moore, Elizabeth Shuffler	176 Croghan Spur Rd. #400 Charleston SC 29407				Plaintiff Attorney		06/15/2020
Mr. Cooper					Other Party to Case		10/04/2023
Nationstar Mortgage Llc					Other Party to Case		10/06/2023
Nationstar Mortgage Llc (Inactive)					Third Party Defendant		07/10/2023
Pass Through Certificates 2007 QH2					Plaintiff		08/28/2019
Residential Accredited Loans Inc					Plaintiff		08/28/2019
Revocable Trust Agreement					Defendant		08/28/2019
Revocable Trust Agreement					Third Party Plaintiff		07/15/2020
Richardson, Jason Alexander	1301 Gervais Street Suite 1310 Columbia SC 29201				Plaintiff Attorney		06/30/2023
Richardson, Jason Alexander	1301 Gervais Street Suite 1310 Columbia SC 29201				Defendant Attorney		06/30/2023
Rogers, Curtis					Defendant		07/20/2023
Rogers, Julie J					Defendant		09/08/2022
Shook, Thomas A.	PO Box 71727 N. Charleston SC 29415				Plaintiff Attorney		08/27/2019
Shoreline Farms Community Association Inc					Defendant		08/28/2019
Wells Fargo Bank N A					Defendant		08/28/2019

Tax Map Information

Agency name	Tax Map Number	Tax Map Description
Common Pleas	3150000067	

Associated Cases

Agency	Case #	External	Relationship	Description	Case Filed Date	Disposition Date	Case Status	Disposition
Common Pleas	2019LP1000893	N	LP	Associated by Case Transfer To	08/27/2019		Pending	

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Nationstar Mortgage Llc	NEF(06-21-2024 11:39:16 AM) Notice/Notice of Appearance	Filing		06/21/2024-11:39		
Nationstar Mortgage Llc	Notice/Notice of Appearance	Filing		06/21/2024-11:39		
Rogers, Julie J	NEF(11-27-2023 04:10:43 PM) Notice/Other	Filing		11/27/2023-16:18		
Rogers, Julie J	Notice of Appeal as to Order Denying their Motion/Reconsider	Filing		11/27/2023-16:10		

RECORD1046

Deutsche Bank Trust Company Americas as Trustee	NEF(11-01-2023 04:45:49 PM) Order/Electronic Form 4	Filing		11/01/2023-16:46		
Deutsche Bank Trust Company Americas as Trustee	Order/Motion for Reconsideration is Denied	Order		11/01/2023-16:45		
Nationstar Mortgage Llc	NEF(10-10-2023 04:44:40 PM) Order/Scheduling Order	Filing		10/10/2023-16:44		
Nationstar Mortgage Llc	Order/Scheduling Order	Order		10/10/2023-16:44		
Mr. Cooper	NEF(10-06-2023 12:30:41 PM) Proposed Order/Scheduling Or...	Filing		10/06/2023-13:26		
Nationstar Mortgage Llc	Order/Order Cover Sheet \$25.00	Filing		10/06/2023-12:30		
Nationstar Mortgage Llc	NEF(10-04-2023 08:52:49 AM) Add Party to Case	Filing		10/04/2023-08:58		
Nationstar Mortgage Llc	Add Party to Case	Filing		10/04/2023-08:52		
Nationstar Mortgage Llc	Consent Motion/Continue Jury Trial & Certificate of Service	Motion		10/04/2023-08:52	10/04/2023-08:52	
Deutsche Bank Trust Company Americas as Trustee	NEF(09-29-2023 12:31:46 PM) Memo/Memo in Opposition	Filing		09/29/2023-14:16		
Deutsche Bank Trust Company Americas as Trustee	Memo in Opposition to Motions to Reconsider; Crt/Svc	Filing		09/29/2023-12:31		
Shook, Thomas A.	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
Moore, Elizabeth Shuffler	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
Keys, David Conor	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
Richardson, Jason Alexander	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
Gardner, Jasmine Kelly	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
McPherson, Thomas Richmond III	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
Gardner, Jasmine Kelly	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
Creech, Magalie A	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
Arnold, Mary Leigh	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
Richardson, Jason Alexander	10/23/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		09/26/2023-16:07		
Deutsche Bank Trust Company Americas as Trustee	NEF(08-16-2023 10:30:28 AM) Order/Consent Order	Filing		08/16/2023-10:30		
Deutsche Bank Trust Company Americas as Trustee	Order/Consent Order to Continue Jury Trial	Order		08/16/2023-10:30		
Deutsche Bank Trust Company Americas as Trustee	NEF(08-15-2023 11:52:36 AM) Proposed Order/Consent Order	Filing		08/15/2023-12:01		
Deutsche Bank Trust Company Americas as Trustee	Order/Order Cover Sheet \$25.00	Filing		08/15/2023-11:52		
Deutsche Bank Trust Company Americas as Trustee	NEF(08-11-2023 09:03:36 AM) Motion/Continuance	Filing		08/11/2023-09:13		
Deutsche Bank Trust Company Americas as Trustee	Consent Motion/Continue Jury Trial & Certificate of Service	Motion		08/11/2023-09:03	08/11/2023-09:03	
Moore, Elizabeth Shuffler	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
Shook, Thomas A.	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
Arnold, Mary Leigh	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
Creech, Magalie A	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
Keys, David Conor	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
McPherson, Thomas Richmond III	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
Richardson, Jason Alexander	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
Gardner, Jasmine Kelly	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
Gardner, Jasmine Kelly	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
Richardson, Jason Alexander	8/28/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		08/09/2023-12:50		
Beshara, Ashley Johnson	NEF(08-01-2023 11:21:02 AM) Order/Protection from Court ...	Filing		08/01/2023-11:21		
Beshara, Ashley Johnson	Order/Protection from Court Appearance	Order		08/01/2023-11:21		
Beshara, Ashley Johnson	NEF(07-31-2023 11:46:02 AM) Proposed Order/Protection fr...	Filing		07/31/2023-11:55		
Beshara, Ashley Johnson	Order/Order Cover Sheet \$25.00	Filing		07/31/2023-11:46		

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Beshara, Ashley Johnson	NEF(07-20-2023 11:06:29 PM) Motion/Alter and/or Amend	Filing		07/21/2023-08:51		
Beshara, Ashley Johnson	Motion/Reconsider Order Filed 7/10/23 & Supporting Memo	Motion		07/20/2023-23:06	11/01/2023-23:06	
Rogers, Curtis	NEF(07-20-2023 01:14:31 PM) Motion/Other	Filing		07/20/2023-13:32		
Rogers, Julie J	NEF(07-20-2023 12:29:26 PM) Petition/Reconsideration	Filing		07/20/2023-13:30		
Rogers, Curtis	Motion/Reconsider & Supporting Memorandum	Motion		07/20/2023-13:14	07/20/2023-13:14	
Rogers, Julie J	Petition/Reconsideration & Supporting Memorandum	Filing		07/20/2023-12:29		
Deutsche Bank Trust Company Americas as Trustee	NEF(07-10-2023 11:49:55 AM) Order/Summary Judgment	Filing		07/10/2023-11:50		
Deutsche Bank Trust Company Americas as Trustee	Order on Motions, Dismiss Nationstar Mortgage Llc	Order		07/10/2023-11:49		
Deutsche Bank Trust Company Americas as Trustee	NEF(06-30-2023 11:21:34 AM) Notice/Notice of Appearance	Filing		06/30/2023-11:29		
Deutsche Bank Trust Company Americas as Trustee	Notice/Notice of Appearance	Filing		06/30/2023-11:21		
Deutsche Bank Trust Company Americas as Trustee	Letter in re: Proposed Order	Filing		06/30/2023-11:21		
Nationstar Mortgage Llc	Notice/Notice of Appearance	Filing		06/30/2023-11:21		
Nationstar Mortgage Llc	Order/Order Cover Sheet \$25.00	Filing		06/30/2023-11:21		
Nationstar Mortgage Llc	NEF(03-13-2023 04:44:21 PM) Order/Consent Order	Filing		03/13/2023-16:44		
Nationstar Mortgage Llc	Order/Consent Order to Continue Jury Trial Date	Order		03/13/2023-16:44		
Nationstar Mortgage Llc	NEF(03-10-2023 10:36:07 AM) Motion/Continuance	Filing		03/10/2023-11:27		
Nationstar Mortgage Llc	Consent Motion/Continue Jury Trial & Certificate of Service	Motion		03/10/2023-10:36	03/10/2023-10:36	
McPherson, Thomas Richmond III	3/20/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/07/2023-12:24		
Gardner, Jasmine Kelly	3/20/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/07/2023-12:24		
Gardner, Jasmine Kelly	3/20/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/07/2023-12:24		
Creech, Magalie A	3/20/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/07/2023-12:24		
Arnold, Mary Leigh	3/20/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/07/2023-12:24		
Shook, Thomas A.	3/20/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/07/2023-12:24		
Moore, Elizabeth Shuffler	3/20/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/07/2023-12:24		
Keys, David Conor	3/20/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/07/2023-12:24		
Rogers, Julie J	NEF(02-10-2023 06:54:32 AM) Memo/Memo in Opposition	Filing		02/10/2023-09:16		
Rogers, Julie J	NEF(02-09-2023 10:15:11 PM) Memo/Memo in Opposition	Filing		02/10/2023-09:11		
Rogers, Julie J	Supplemental Response in Opposition to Amended Motion	Filing		02/10/2023-06:54		
Rogers, Julie J	Response in Opposition to Plt's Amended Motion for Judgment	Filing		02/09/2023-22:15		
Nationstar Mortgage Llc	NEF(02-02-2023 03:02:09 PM) Notice/Notice of Appearance	Filing		02/02/2023-15:10		
Deutsche Bank Trust Company Americas as Trustee	NEF(02-02-2023 03:05:21 PM) Notice/Notice of Appearance	Filing		02/02/2023-15:06		
Deutsche Bank Trust Company Americas as Trustee	Notice/Notice of Appearance	Filing		02/02/2023-15:05		
Nationstar Mortgage Llc	Notice/Notice of Appearance	Filing		02/02/2023-15:02		
Rogers, Julie J	NEF(02-01-2023 04:14:47 PM) Memo/Memo in Support	Filing		02/01/2023-16:36		
Nationstar Mortgage Llc	NEF(02-01-2023 03:50:55 PM) Memo/Memo in Support	Filing		02/01/2023-16:19		
Rogers, Julie J	Memo in Support of Motion for Summary Judgment	Filing		02/01/2023-16:14		
Nationstar Mortgage Llc	PI & 3rd Party Dfs Motion for Partial Summary Judgment	Filing		02/01/2023-15:50		
Nationstar Mortgage Llc	PI & 3rd Party Dfs Brief in Opposition to Rogers Motion	Filing		02/01/2023-15:50		
McPherson, Thomas Richmond III	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
McPherson, Thomas Richmond III	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
McPherson, Thomas Richmond III	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
McPherson, Thomas Richmond III	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		

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Arnold, Mary Leigh	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Arnold, Mary Leigh	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Arnold, Mary Leigh	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Arnold, Mary Leigh	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Creech, Magalie A	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Creech, Magalie A	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Creech, Magalie A	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Creech, Magalie A	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Keys, David Conor	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Keys, David Conor	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Keys, David Conor	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Keys, David Conor	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Moore, Elizabeth Shuffler	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Moore, Elizabeth Shuffler	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Moore, Elizabeth Shuffler	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Moore, Elizabeth Shuffler	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Shook, Thomas A.	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Shook, Thomas A.	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Shook, Thomas A.	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Shook, Thomas A.	2/10/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/11/2023-11:13		
Beshara, Ashley Johnson	NEF(01-03-2023 02:53:54 PM) Order/Protection from Court ...	Filing		01/03/2023-15:08		
Beshara, Ashley Johnson	Order/Protection from Court Appearance	Order		01/03/2023-14:53		
Nationstar Mortgage Llc	NEF(01-03-2023 09:41:22 AM) Order/Continuance	Filing		01/03/2023-09:57		
Nationstar Mortgage Llc	Consent Order to Continue Jury Trial Date	Order		01/03/2023-09:41		
Beshara, Ashley Johnson	NEF(12-30-2022 11:20:05 AM) Order/Order Cover Sheet \$25....	Filing		12/30/2022-13:12		
Beshara, Ashley Johnson	Order/Order Cover Sheet \$25.00	Filing		12/30/2022-11:20		
Nationstar Mortgage Llc	NEF(12-23-2022 11:34:48 AM) Proposed Order/Continuance	Filing		12/28/2022-11:13		
Nationstar Mortgage Llc	Consent Motion to Continue Jury Trial	Motion		12/23/2022-11:34	01/03/2023-11:34	
McPherson, Thomas Richmond III	1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		12/19/2022-15:57		
Creech, Magalie A	1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		12/19/2022-15:57		
Arnold, Mary Leigh	1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		12/19/2022-15:57		
Shook, Thomas A.	1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		12/19/2022-15:57		
Moore, Elizabeth Shuffler	1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		12/19/2022-15:57		
Keys, David Conor	1/9/2023_JRY_Roster/Notice of Case Roster Publication Sent	Action		12/19/2022-15:57		
Nationstar Mortgage Llc	NEF(10-10-2022 12:23:14 PM) Affidavit/Affidavit of	Filing		10/10/2022-13:16		
Nationstar Mortgage Llc	Affidavit of Alan Blunt	Filing		10/10/2022-12:23		
Nationstar Mortgage Llc	Amended Motion/Partial Summary Judgment & Crt/Srv	Motion		10/10/2022-12:23	02/10/2023-12:23	
Nationstar Mortgage Llc	NEF(10-07-2022 12:26:36 PM) Motion/Summary Judgment	Filing		10/07/2022-13:04		
Nationstar Mortgage Llc	Motion/Partial Summary Judgment & Certificate of Service	Motion		10/07/2022-12:26	02/10/2023-12:26	
Nationstar Mortgage Llc	Affidavit of Alan Blunt	Filing		10/07/2022-12:26		
Rogers, Julie J	NEF(09-08-2022 03:16:16 PM) Motion/Summary Judgment	Filing		09/08/2022-15:59		
Rogers, Julie J	Motion/Summary Judgment	Motion		09/08/2022-15:16	02/10/2023-15:16	
Rogers, Julie J	NEF(09-07-2022 05:15:34 PM) Motion/Compel	Filing		09/08/2022-08:57		
Rogers, Julie J	Motion/Compel & F/Sanctions	Motion		09/07/2022-17:15	02/10/2023-17:15	
Deutsche Bank Trust Company Americas as Trustee	NEF(05-19-2022 10:31:36 AM) Notice/Other	Filing		05/19/2022-13:04		

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Deutsche Bank Trust Company Americas as Trustee	Notice Of Substitution Of Counsel/Service	Filing		05/19/2022-10:31		
Nationstar Mortgage Llc	NEF(05-02-2022 04:46:15 PM) Notice/Other	Filing		05/03/2022-08:10		
Nationstar Mortgage Llc	Notice Of Substitution Of Counsel/Service	Filing		05/02/2022-16:46		
Nationstar Mortgage Llc	NEF(04-13-2022 04:37:02 PM) Order/Scheduling Order	Filing		04/13/2022-16:37		
Nationstar Mortgage Llc	Order/Scheduling Order	Order		04/13/2022-16:37		
Nationstar Mortgage Llc	NEF(04-04-2022 02:32:40 PM) Order/Order Cover Sheet \$25.....	Filing		04/04/2022-15:09		
Nationstar Mortgage Llc	Order/Order Cover Sheet \$25.00	Filing		04/04/2022-14:32		
Nationstar Mortgage Llc	Decline to Sign:Order/Scheduling Order	Filing		03/31/2022-15:12		
Nationstar Mortgage Llc	NEF(03-31-2022 09:19:43 AM) Proposed Order/Scheduling Or...	Filing		03/31/2022-09:59		
Nationstar Mortgage Llc	Order/Order Cover Sheet \$25.00	Filing		03/31/2022-09:19		
Cutler, Amanda Kay	4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/29/2022-14:35		
McPherson, Thomas Richmond III	4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/29/2022-14:35		
Arnold, Mary Leigh	4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/29/2022-14:35		
Creech, Magalie A	4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/29/2022-14:35		
Keys, David Conor	4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/29/2022-14:35		
Moore, Elizabeth Shuffler	4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/29/2022-14:35		
Shook, Thomas A.	4/11/2022_JRY_Roster/Notice of Case Roster Publication Sent	Action		03/29/2022-14:35		
Nationstar Mortgage Llc	NEF(03-16-2022 09:21:04 AM) Notice/Other	Filing		03/16/2022-09:54		
Nationstar Mortgage Llc	Notice Of Deposition Of Borrower Julie Rogers/Srv	Filing		03/16/2022-09:21		
Nationstar Mortgage Llc	Notice Of Deposition Of Borrower Curtis Rogers/Srv	Filing		03/16/2022-09:21		
Nationstar Mortgage Llc	Notice Of Deposition Of 3rd Party Pl Ashley Beshera/Srv	Filing		03/16/2022-09:21		
Nationstar Mortgage Llc	NEF(01-07-2022 01:17:00 PM) Notice/Other	Filing		01/07/2022-14:51		
Nationstar Mortgage Llc	Notice of Substitution Of Counsel & Certificate of Serve	Filing		01/07/2022-13:17		
Nationstar Mortgage Llc	Withdrawal of 3rd Prty Defnt's Motion to Compel Responses to	Motion		01/07/2022-13:17	01/07/2022-13:17	
Nationstar Mortgage Llc	Notice of Appearance Atty McPherson	Filing		01/07/2022-13:17		
Cutler, Amanda Kay	1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio	Action		12/22/2021-09:37		
Creech, Magalie A	1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio	Action		12/22/2021-09:37		
Arnold, Mary Leigh	1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio	Action		12/22/2021-09:37		
Shook, Thomas A.	1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio	Action		12/22/2021-09:37		
Moore, Elizabeth Shuffler	1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio	Action		12/22/2021-09:37		
Keys, David Conor	1/18/2022_MOTIONS_Roster/Notice of Motions Roster Publicatio	Action		12/22/2021-09:37		
Nationstar Mortgage Llc	NEF(08-23-2021 04:44:13 PM) Motion/Compel	Filing		08/23/2021-16:49		
Nationstar Mortgage Llc	Motion/Compel Responses Interrogatories Fr/3rd Party Plntff	Motion		08/23/2021-16:44	12/29/2021-16:44	
Beshara, Ashley Johnson	NEF(07-29-2021 10:08:34 AM) Order/Electronic Form 4	Filing		07/29/2021-10:09		
Beshara, Ashley Johnson	Order/Motion to Dismiss is Denied	Order		07/29/2021-10:08		
Nationstar Mortgage Llc	NEF(06-21-2021 02:20:04 PM) Notice/Other	Filing		06/21/2021-14:32		
Nationstar Mortgage Llc	Notice of Substitution of Counsel	Filing		06/21/2021-14:20		
Nationstar Mortgage Llc	NEF(06-21-2021 11:43:54 AM) Notice/Notice of Appearance	Filing		06/21/2021-11:44		
Nationstar Mortgage Llc	Notice/Notice of Appearance	Filing		06/21/2021-11:43		
Arnold, Mary Leigh	4/19/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		03/19/2021-15:06		
Creech, Magalie A	4/19/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		03/19/2021-15:06		
Calub, Brian A.	4/19/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		03/19/2021-15:06		
Shook, Thomas A.	4/19/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		03/19/2021-15:06		
Keys, David Conor	4/19/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		03/19/2021-15:06		
Moore, Elizabeth Shuffler	4/19/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		03/19/2021-15:06		

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Deutsche Bank Trust Company Americas as Trustee	NEF(01-25-2021 02:35:45 PM) Reply/Reply to Counterclaim	Filing		01/25/2021-14:52		
Nationstar Mortgage Llc	NEF(01-25-2021 02:37:12 PM) Answer/Answer to Crossclaim	Filing		01/25/2021-14:51		
Deutsche Bank Trust Company Americas as Trustee	NEF(01-25-2021 02:41:03 PM) Reply/Reply to Counterclaim	Filing		01/25/2021-14:50		
Nationstar Mortgage Llc	NEF(01-25-2021 02:42:10 PM) Answer/Third Party Answer	Filing		01/25/2021-14:49		
Nationstar Mortgage Llc	3ed Partys Answer to 3ed Party Pltffs Complaint & Service	Filing		01/25/2021-14:42		
Deutsche Bank Trust Company Americas as Trustee	Plaintiffs Reply to Beshara's Counterclaims & Service	Filing		01/25/2021-14:41		
Nationstar Mortgage Llc	Nationstar's Answer to Intervener's Cross-Claims & Service	Filing		01/25/2021-14:37		
Deutsche Bank Trust Company Americas as Trustee	Plaintiffs Reply to Intervener's Counterclaim & Service	Filing		01/25/2021-14:35		
Deutsche Bank Trust Company Americas as Trustee	NEF(01-08-2021 03:09:22 PM) Order/Electronic Form 4	Filing		01/08/2021-15:09		
Deutsche Bank Trust Company Americas as Trustee	Order/Motion to Dismiss Denied	Order		01/08/2021-15:09		
Moore, Elizabeth Shuffler	1/4/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		12/07/2020-11:34		
Keys, David Conor	1/4/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		12/07/2020-11:34		
Shook, Thomas A.	1/4/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		12/07/2020-11:34		
Creech, Magalie A	1/4/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		12/07/2020-11:34		
Arnold, Mary Leigh	1/4/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		12/07/2020-11:34		
Calub, Brian A.	1/4/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		12/07/2020-11:34		
Nationstar Mortgage Llc	NEF(10-21-2020 04:36:45 PM) Memo/Memo in Support	Filing		10/22/2020-09:29		
Rogers, Julie J	NEF(10-21-2020 07:22:01 PM) Memo/Memo in Opposition	Filing		10/22/2020-08:45		
Beshara, Ashley Johnson	NEF(10-21-2020 09:19:49 PM) Memo/Memo in Opposition	Filing		10/22/2020-08:43		
Beshara, Ashley Johnson	Beshara's Memo in Opp of Motion to Dismiss	Filing		10/21/2020-21:19		
Rogers, Julie J	Julie & Curtis's Memo in Opp of Motion to Dismiss Ctr/Claim	Filing		10/21/2020-19:22		
Nationstar Mortgage Llc	Pltff & 3/ptyDefnts Memo in Supp of Motion/Dismiss & Srv	Filing		10/21/2020-16:36		
Arnold, Mary Leigh	10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/28/2020-13:30		
Creech, Magalie A	10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/28/2020-13:30		
Calub, Brian A.	10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/28/2020-13:30		
Shook, Thomas A.	10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/28/2020-13:30		
Keys, David Conor	10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/28/2020-13:30		
Moore, Elizabeth Shuffler	10/26/2020_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/28/2020-13:30		
Deutsche Bank Trust Company Americas as Trustee	NEF(09-09-2020 04:00:16 PM) Motion/Dismiss	Filing		09/09/2020-16:30		
Deutsche Bank Trust Company Americas as Trustee	NEF(09-09-2020 03:55:27 PM) Motion/Dismiss	Filing		09/09/2020-16:29		
Deutsche Bank Trust Company Americas as Trustee	Motion/Dismiss	Motion		09/09/2020-16:00	05/24/2021-16:00	
Deutsche Bank Trust Company Americas as Trustee	Motion/Dismiss	Motion		09/09/2020-15:55	01/08/2021-15:55	
Rogers, Julie J	NEF(08-13-2020 02:28:51 PM) Answer/Answer & Counterclaim	Filing		08/13/2020-15:52		
Rogers, Julie J	Answer to Complaint & Cr/claim,C/Claim, Jury Trial Demanded	Filing		08/13/2020-14:28		
Nationstar Mortgage Llc	NEF(07-29-2020 08:00:56 AM) Notice/Notice of Appearance	Filing		07/29/2020-08:01		
Nationstar Mortgage Llc	Notice/Notice of Appearance	Filing		07/29/2020-08:00		
Deutsche Bank Trust Company Americas as Trustee	NEF(07-28-2020 10:29:08 AM) Order/Electronic Form 4	Filing		07/28/2020-10:29		
Deutsche Bank Trust Company Americas as Trustee	Order/Defendant's Motion to Intervene is Granted	Order		07/28/2020-10:29		
Rogers, Julie J	NEF(07-17-2020 03:14:32 PM) Reply/Other	Filing		07/17/2020-15:30		

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Rogers, Julie J	Julie/Curtis Rogers Further Supp of Motion to Intervene	Filing		07/17/2020-15:14		
Beshara, Ashley Johnson	NEF(07-15-2020 01:38:35 PM) Amended/Amended Summons And ...	Filing		07/15/2020-14:42		
Beshara, Ashley Johnson	3rd Party Summons, Jury Trial Demanded	Filing		07/15/2020-13:38		
Beshara, Ashley Johnson	Amended Answer, Counterclaim, 3rd Party Cmpl, Jury Trial De	Filing		07/15/2020-13:38		
Deutsche Bank Trust Company Americas as Trustee	NEF(07-09-2020 01:55:40 PM) Response	Filing		07/09/2020-14:38		
Deutsche Bank Trust Company Americas as Trustee	Plaintiffs Return to Motion to Intervene	Filing		07/09/2020-13:55		
Deutsche Bank Trust Company Americas as Trustee	Plaintiffs Return to Defendants Motion to Reconsider	Filing		07/09/2020-13:55		
Beshara, Ashley Johnson	NEF(07-08-2020 10:13:07 PM) Answer/Answer & Counterclaim	Filing		07/09/2020-09:11		
Beshara, Ashley Johnson	Ashley Johnson Beshara's Answer & Counterclaim/JTD	Filing		07/08/2020-22:13		
Beshara, Ashley Johnson	NEF(07-03-2020 10:51:58 AM) Motion/Reconsider	Filing		07/06/2020-09:05		
Beshara, Ashley Johnson	Motion/Reconsider the order denying defnt Motion/Dismiss	Motion		07/03/2020-10:51	07/03/2020-10:51	
Deutsche Bank Trust Company Americas as Trustee	NEF(06-23-2020 03:17:05 PM) Order/Electronic Form 4	Filing		06/23/2020-15:17		
Deutsche Bank Trust Company Americas as Trustee	Order/Defnts Motion to Dismiss is Denied	Order		06/23/2020-15:17		
Moore, Elizabeth Shuffler	7/20/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		06/23/2020-10:53		
Keys, David Conor	7/20/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		06/23/2020-10:53		
Shook, Thomas A.	7/20/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		06/23/2020-10:53		
Creech, Magalie A	7/20/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		06/23/2020-10:53		
Arnold, Mary Leigh	7/20/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		06/23/2020-10:53		
Beshara, Ashley Johnson	NEF(06-12-2020 03:47:07 PM) Reply/Other	Filing		06/12/2020-16:29		
Beshara, Ashley Johnson	Reply to Return to the Motion to Dismiss	Filing		06/12/2020-15:47		
Rogers, Curtis	NEF(06-12-2020 09:37:08 AM) Motion/Intervene	Filing		06/12/2020-09:50		
Rogers, Curtis	Motion/Intervene	Motion		06/12/2020-09:37	07/24/2020-09:37	
Deutsche Bank Trust Company Americas as Trustee	NEF(06-08-2020 10:54:54 AM) Certificate/Certificate of C...	Filing		06/08/2020-11:23		
Deutsche Bank Trust Company Americas as Trustee	Certificate/Certificate of Compliance with Admin Order	Filing		06/08/2020-10:54		
Shook, Thomas A.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-10:25		
Keys, David Conor	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-10:25		
Moore, Elizabeth Shuffler	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-10:25		
Creech, Magalie A	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/27/2020-10:25		
Keys, David Conor	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:53		
Creech, Magalie A	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:53		
Shook, Thomas A.	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:53		
Moore, Elizabeth Shuffler	6/1/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2020-08:53		
Beshara, Ashley Johnson	NEF(01-24-2020 03:42:32 PM) Certificate/Certificate of N...	Filing		01/24/2020-16:21		
Beshara, Ashley Johnson	Crtn Dfnts Objection to Certificate of Non Compliance	Filing		01/24/2020-15:42		
Deutsche Bank Trust Company Americas as Trustee	NEF(01-21-2020 11:13:28 AM) Notice/Notice of Appearance	Filing		01/21/2020-13:27		
Deutsche Bank Trust Company Americas as Trustee	Notice of Appearance of Atty Magalie Creech	Filing		01/21/2020-11:13		
Deutsche Bank Trust Company Americas as Trustee	Certification of Non Compliance With Admin Order	Filing		01/21/2020-11:13		
Deutsche Bank Trust Company Americas as Trustee	Plaintiff's Return to Motion to Dismiss	Filing		01/21/2020-11:13		
Deutsche Bank Trust Company Americas as Trustee	NEF(11-08-2019 01:29:50 PM) Notice/Notice of Appearance	Filing		11/08/2019-13:30		
Deutsche Bank Trust Company Americas as Trustee	Notice/Notice of Appearance	Filing		11/08/2019-13:29		

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Financials

[illegible]

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04/04/2022	647279	COCMRR	PY	\$25.00
03/31/2022	647134	COCALB	PY	\$25.00
01/07/2022	643035	COCBJL	WV	\$25.00
08/23/2021	637676	COCMRR	PY	\$25.00
09/09/2020	623510	COCOTS	PY	\$25.00
09/09/2020	623511	COCOTS	PY	\$25.00
07/06/2020	620687	COCOTS	PY	\$25.00
06/12/2020	619798	COCOTS	PY	\$25.00
10/18/2019	609306	COCAXB	PY	\$25.00
10/14/2019	609077	COCCAT	PY	\$25.00
08/27/2019	607260	COCMRR	PY	\$150.00

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Mar 17 2025

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Case No. 2019-CP-10-4503
Appellate Case No. 2023-001844

Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit
Loans Inc., Pass-Through Certificates 2007 QH2.....Respondent,

v.

Ashley Johnson Beshara as Trustee of the Revocable Trust Agreement for 2235
Shoreline Drive originally dated the 3rd day of March 2010; Shoreline Farms
Community Association, Inc.; Wells Fargo Bank, N.A.; Cadle Rock Joint Venture,
L. P. an Ohio Limited Partnership, Curtis Rogers and Julie Rogers, Defendants,

Of whom Curtis Rogers, Julie Rogers and Ashley Johnson Beshara as Trustee of the
Revocable Trust Agreement for 2235 Shoreline Drive originally dated 34d day of
March 2010 are theAppellants,

AND

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

v.

Nationstar Mortgage, LLC,.....Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all materials proposed
to be included by the parties in their designations of matter to be included and not any other
material.

February 19, 2025,

THE LAW OFFICE OF
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Attorney for Appellant
Ashley Johnson Beshara as Trustee