

STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas
James E. Reeves, Special Referee

MAR 04 2014

SC Court of Appeals

Case No. 2013-000965

SCBT, N.A.,Respondent,

v.

Shelton Hoffman a/k/a Shelton L. Hoffman, South Carolina Department of Revenue, Baird Transport, Inc., Defendants.

Of whom Shelton Hoffman a/k/a Shelton L. Hoffman is theAppellant.

RESPONDENT’S MOTION TO DISMISS APPEAL AND SUPPORTING MEMORANDUM

Respondent SCBT, N.A. (“SCBT”), now known and doing business as SCBT, hereby moves to dismiss the appeal of Appellant Shelton Hoffman a/k/a Shelton F. Hoffman (“Hoffman”) on the grounds that intervening events have rendered the instant appeal moot.

STATEMENT OF FACTS

Hoffman, for value received, made, executed and delivered a promissory note dated April 27, 2009 (the “Note”) promising to pay thereby to SCBT the sum of \$92,568.00. (R. p. 214). Pursuant to the express terms of the Note, Hoffman agreed that the Note would be secured by a real estate mortgage dated October 21, 2003 (the “Mortgage”) in the name of Shelton Hoffman a/k/a Shelton L. Hoffman and a Commercial Security Agreement dated November 13, 2008 (the “Security Agreement”). (R. p. 214).

The Mortgage was filed on October 21, 2003, is of record in the Office of RMC/ROD in Book 1392 at page 239 and specifically states that it secures all present and future obligations of Hoffman to SCBT under any promissory note, contract, guaranty, or other evidence of debt existing at or after the execution of the mortgage. (R. p. 352). The property subject to the Mortgage is described as follows:

All that certain piece, parcel or tract of land containing 2.00 acres, more or less, situate, lying and being in Limestone Township, County of Orangeburg, State of South Carolina, and being set forth and shown as Lot No. 22 on a plat of Eldorado Subdivision, Section I, prepared for Ruth Hayden et al by W.F. Stokes, RLS dated March 13, 1980 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book 49 at page 99 and being bounded and measuring as follows: On the northeast by U.S. Highway 178 and measuring thereon 195 feet; on the Southeast by lands now or formerly of Bradshaw and measuring thereon 410.4 feet; on the South by Lot 23 on said plat and measuring thereon 171.1 feet; and on the Northwest by the right of way of a 50 foot road and measuring thereon along a broken line 542.4 feet; be all measurements a little more or less.

Also:

All that certain piece, parcel or tract of land, containing 2.00 acres, more or less, situate, lying and being in Limestone Township, County of Orangeburg, State of South Carolina, and being set forth and shown as Lot No. 23 on a plat of Eldorado Subdivision, Section I prepared for Ruth Hayden et al by W.F. Stokes, RLS dated March 13, 1980 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book 49 at page 99 and being bounded and measuring as follows: On the North by Lot 22 on said plat and measuring thereon 171.1 feet; on the Northeast by lands now or formerly of Bradshaw and measuring 233.4 feet; on the Southeast by lands now or formerly of Bradshaw and measuring 100 feet; on the South by Lot 24 on said plat and measuring thereon 333.6 feet; and West by the right of way of a 50 foot road and measuring thereon 174.1 feet; be all measurements a little more or less.

This being the same property conveyed to Shelton L. Hoffman by the following deeds:

Deed of Beulah S. Nash, et al dated October 3, 1983 and recorded in the Office of the Register of Deeds for Orangeburg County on October 13, 1983 in Deed Book 489 at page 963.

Deed of Ruth N. Hayden et al dated October 13, 1983 and recorded in the Office of the Register of Deeds for Orangeburg County on October 13, 1983 in Deed Book 489 at page 969.

Also:

All that certain piece, parcel or tract of land, with any and all improvements thereon, containing 55.50 acres, more or less, situate, lying and being in Elizabeth Township, County of Orangeburg, State of South Carolina, and being bounded as follows: On the Northeast by property now or formerly of Inabinet; on the East by property now or formerly of Inabinet; on the Southeast by property now or formerly of Grady Hoffman; on the Southwest by property now or formerly of Marlene Lloyd; on the Northwest by property now or formerly known as the

home place of T.K. Hoffman; on the Southwest again by property now or formerly as the home place of T.K. Hoffman; and on the Northwest, again by the right of way of Lightning Hill Road.

This being the same property devised to Shelton Hoffman by the Last Will and Testament of Theodore Koins Hoffman which was duly admitted to probate and filed in the Office of the Probate Court for Orangeburg County in Apartment 583 at Package 3.

TMS# 0143-19-06-001
0089-00-03-003

LESS AND EXCEPT:

All that certain piece, parcel or tract of land, with any and all improvements thereon, containing 1.35 acres, more or less, situate, lying and being in School District 6, Elizabeth Township, county of Orangeburg, State of south Carolina, being more particularly shown and delineated on a plat prepared for Alan Hoffman by Douglas E. Platt, Sr., SCPLS, dated September 12, 1996 and recorded in the Office of the RMC for Orangeburg County in Plat Book 755 at Page 459, bounded and measuring as follows: On the Northeast by property now or formerly of Shelton Hoffman and measuring thereon 350.00 feet; on the Southeast by property now or formerly of Shelton Hoffman and measuring thereon 175.00 feet; on the Southwest by property nor or formerly of Shelton Hoffman and measuring thereon 350.00 feet; and on the Northwest by the 66 foot right-of-way of Lightning Hill Road (S-38-99) and measuring thereon 175.00 feet; be all measurements a little more or less.

For a more complete and accurate description references craved to the above described plat which is incorporated herein and made a part of this description by reference.

This being the same property conveyed to Alan Hoffman by Deed of Shelton Hoffman dated October 1, 1996 and recorded in the Office of the RMC for Orangeburg County on October 1, 1996 in Deed Book 634 at Page 1031.

Said conveyance is subject to a dirt drive extending along the Southwestern boundary of the subject property and subject to a power line extending along the Southwestern boundary of the subject property, all as asset forth and shown on the above referenced plat.

Hoffman failed to make payment due on the Note as provided therein and SCBT, as the holder or nominee of the holder thereof, elected to require immediate payment of the entire amount due thereon and placed the Note and Mortgage in the hands of its counsel for remedy by foreclosure.

Subsequently, on January 12, 2012, Respondent initiated the instant foreclosure action by filing a Lis Pendens, Summons and Complaint in the Orangeburg County Court of Common pleas captioned *SCBT, N.A. v. Shelton Hoffman a/k/a Shelton L. Hoffman; South Carolina*

Department of Revenue; The United States of America acting by and through its agency the Internal Revenue Service; Baird Transport, Inc. and bearing civil action number 2012-CP-38-0030. (R. p. 180-233) The Complaint alleges, *inter alia*, that Hoffman defaulted under the terms of the Note and requested relief in the form of the foreclosure of the Mortgage. (R. pp. 183-190). The Complaint also requested a deficiency judgment against Hoffman. (R. pp. 183-190).

Following a trial on the merits of the action, on March 3, 2013, Special Referee James E. Reeves issued a Judgment of Foreclosure and Sale – Deficiency Judgment Demanded against Shelton Hoffman. (R. pp. 7-18). The Judgment Ordered the sale of the mortgaged property and granted a deficiency judgment against Hoffman in favor of SCBT. (R. pp. 7-18). The Judgment also included a Notice of Sale scheduling the sale of the mortgaged property for May 6, 2013. (R. pp. 19-21). Hoffman did not move for reconsideration following the issuance of the Judgment. See Rule 52(b), SCRCP; Rule 59(e), SCRCP.

Thereafter on April 10, 2013, SCBT filed a Waiver of Deficiency Judgment whereby SCBT waived all rights it had to a personal or deficiency judgment against Hoffman in order that the sale may become final on the scheduled sales day. (R. p. 25).

On April 12, 2013, Hoffman filed a Notice of Appeal in this matter, but did not post a bond or request the court stay the sale of the property pending the appeal. Accordingly, the sale of the mortgaged property proceeded as scheduled on May 6, 2013. Both SCBT and Hoffman's family participated in the bidding process. SCBT was the successful bidder and purchased the property for \$125,000. (R. pp. 326-330).

In his Initial Brief dated September 11, 2013, Hoffman "prays the Order of Foreclosure of the Special Referee be Reversed and Vacated, and that this case be Remanded for further

proceedings.” However, the property has already been sold at foreclosure sale and SCBT waived its right to a personal judgment.

ARGUMENT

The sale of the mortgaged property and Waiver of Deficiency Judgment renders Appellant’s request for relief moot.

Even if the allegations within Hoffman’s Initial Brief are taken as true, which Respondent disputes, the instant appeal fails because intervening events render Hoffman’s request for relief moot. An appellate court will not pass on moot and academic issues or make adjudications where there remains no actual controversy. Jackson v. State, 331 S.C. 486, 490 n.2, 489 S.E.2d 915, 917 n.2 (1997). “A moot case exists where a judgment rendered by the court will have no practical legal effect upon an existing controversy because an intervening event renders any grant of effectual relief impossible for a reviewing court.” Sloan v. Friends of Hunley, Inc., 369 S.C. 20, 25, 630 S.E.2d 474, 477 (2006).

In South Carolina, judicial sales occurring as a result of litigation shall be final, in order to, *inter alia*, assure reliance upon such sales and induce bidding. Appeal of Paslay, 230 S.C. 55, 64, 94 S.E.2d 57, 61 (1958); See also Eastern Savings Bank, FSB v. Sanders, 373 S.C. 349, 355, 644 S.E.2d 802, 805 (Ct. App. 2007) (holding that the purpose of the law and of the proceedings in which a sale has been decreed is that it shall be final); Cumbie v. Newberry, 251 S.C. 33, 37, 159 S.E.2d 915, 917 (1968) (public policy requires that the validity of judicial sales be upheld). Furthermore, where there is an express waiver of the right to a deficiency judgment, the thirty-day waiting period will not apply and a sale is deemed closed on the day of the sale. S.C. CODE ANN. § 15-39-740 (1977).

In his initial brief, Hoffman prays the Order of Foreclosure of the Special Referee be reversed and vacated and that this case be remanded for further proceedings. (See Appellant’s

Initial Brief attached hereto as Exhibit 1.) Following the issuance of the Judgment of Foreclosure and Sale, SCBT filed a Waiver of Deficiency whereby SCBT waived all rights it had to a personal or deficiency judgment against Hoffman in order that the sale may become final on the scheduled sales day. (R. p. 25). Additionally, the mortgaged property that is the subject of Hoffman's appeal was sold to SCBT.¹ Hoffman never attempted to set aside or stay the sale of the subject property or post a bond, and participated in the bidding process. See South Carolina Nat'l Bank v. Blossom, 321 S.C. 110, 113, 467 S.E.2d 767, 769 (Ct. App. 1996) (discussing S.C. CODE § 18-9-170 requiring the posting of a bond in order to stay an order directing the sale of property). These intervening events, when coupled with the precedent set forth above, clearly establish that the instant appeal is moot. See Sloan, Cumbie, supra. Furthermore, the exceptions to mootness do not apply in this instance. See Sloan, 369 at 26-27, 630 at 478 (2006) (discussing the two occasions where an appellate court can take jurisdiction despite mootness: "1) when the issue raised is capable of repetition, yet evading review, and 2) when the question considers matters of important public interest."). Accordingly, Appellant's appeal must be dismissed.

CONCLUSION

Inasmuch as the sale of the mortgaged property and Waiver of Deficiency Judgment renders Appellant's request for relief moot, Appellant's appeal must be dismissed.

[Signature Page to Follow]

¹ Hoffman's Appeal did not stay the sale of the property. See Rule 241(b), SCACR (general rule that appeal stays matters decided in judgments does not apply to judgments directing the sale or delivery of possession of real property as provided in S.C. Code § 18-9-170).

Respectfully submitted,


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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
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James E. Reeves, Special Referee

Appellant Case No. 2013-000965

SCBT, NA,..... Respondent

v.

Shelton Hoffman a/k/a Shelton L. Hoffman; South Carolina Department of
Revenue; Baird Transport, Inc,.....Defendants

Of whom Shelton Hoffman a/k/a Shelton L. Hoffman is theAppellant

APPELLANT'S INITIAL BRIEF

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EXHIBIT 1

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STATEMENT OF ISSUES ON APPEAL

- I. WAS THE APPELLANT DENIED DUE PROCESS?

- II. DID THE RESPONDENT PROVE A VALID EXISTING DEBT
OF THE APPELLANT?

STATEMENT OF THE CASE

A Complaint for foreclosure was filed by SCBT, NA (Bank) against the Appellant, Shelton Hoffman and various alleged interested parties on January 12, 2012. (Complaint) Mr. Hoffman answered *pro se* on February 10, 2012, demanding proof of the allegations in the Complaint, and asserting an affirmative defense that the debt had been settled. (Answer) A hearing was scheduled for May 8, 2012. On May 2, 2012 Mr. Hoffman filed a Motion to Transfer Hearing and Motion to Dismiss. (Motion to Dismiss) On May 8, 2012 the scheduled hearing was continued. (Order of Continuance) On May 30, 2013, attorney Margaret Collins filed a Notice of Appearance on behalf of Mr. Hoffman. (Notice) On June 4, 2013 Mr. Hoffman engaged in Discovery including Interrogatories, Request for Production of Documents and Notice of Depositions of Bank Employees. (Discovery) A hearing was scheduled for June 26, 2012, and Mr. Hoffman subpoenaed bank employees. Mr. Hoffman filed a First Supplemental Motion to Strike Plaintiff's Answer or in the Alternative Motion to Require Amendment of Complaint and Motion to Add Indispensable Party and Motion for Continuance on June 22. (Motion to Strike) The Motion for Continuance was granted, but the remaining

Motions were never ruled upon. An Order of Continuance and Stipulation of Counsel was issued on June 27, 2012. (Order of 06/27/12) Appellant's counsel filed a Motion to be Relieved as Counsel on July 17, 2012. (Motion to be Relieved) On October 5, 2012 the Bank filed a Motion for Order of Reference, and Special Referee James E. Reese was appointed. (Motion for Reference) Mr. Hoffman filed an Objection to the Motion to be Relieved of Counsel on December 27, 2012. (Objection to Motion to be Relieved) Mr. Hoffman filed a Memorandum in Support of Injunctive Relief and for a Declaratory Judgment on January 8, 2013. (Memo dated 01/08/13) A hearing was scheduled for January 8, 2013, which was continued. (Order for Continuance dated 01/11/13) A Motion to Compel was filed on February 5, 2013 and subpoenas were issued by Mr. Hoffman on February 11, 2013. On February 11, 2013 the Bank filed a Response to Motion to Compel and filed a Motion to Quash. (Response to Motion to Compel, Motion to Quash)

A Hearing was held on February 12, 2013. Ms. Collins was relieved as counsel, and Mr. Hoffman who is legally blind, hard of hearing and in poor health, was forced to proceed without an attorney. (TR p.25-30) The

Special Referee allowed the parties to make additional filings for 10 days. (TR p.63-64) Mr. Hoffman filed a Memorandum of Facts w/ attachments on February 21, 2013. (Memorandum of Facts w/ attachments) A Judgment of Foreclosure was issued on March 3, 2013. (Judgment) On April 10, 2013 the Bank filed a Waiver of Deficiency Judgment. (Waiver) A Notice of Appeal by Mr. Hoffman acting *pro se* was served on the Respondent, and filed with the Clerk of Court of Orangeburg County on April 12, 2013. On May 7, 2013 a Notice of Appeal, and Motion to file Notice of Appeal Out of Time was filed by Mr. Hoffman's current counsel, and the Motion was granted. This Appeal follows.

FACTS

The Appellant Shelton Hoffman borrowed \$100,660.00 from South Carolina Bank and Trust (SCBT, NA) [hereinafter referred to as Bank] on October 21, 2003. Mr. Hoffman signed a form Note prepared by the Bank, and also signed a Mortgage dated October 21, 2013. (Note; Mortgage) The Mortgage is purportedly witnessed by Bank employee Johanna Martin and Orangeburg attorney Ronald Hutto. Mr. Hoffman maintains that there were

no attorneys involved with the loan, and in fact, that the only person that was in the room when he signed the mortgage was Johanna Martin, and that Ronald Hutto was not involved in any way with the mortgage to his knowledge. (Memo of Facts p.3)

The Mortgage lists as "SECURED DEBT DEFINED" a promissory note as well as all extensions and renewals, and describes the note as "a Note dated 10-21-2003 in the amount of 100,660.00 in the name of Sheldon Hoffman". (Mortgage) This original Note signed by Mr. Hoffman was renewed in 2004, 2005, 2006, 2006 January 2007, March 2007, 2008 and 2009, the last renewal having a maturity date of May 5, 2014. (Note and Renewals) The last renewal was a form signed by Mr. Hoffman, prepared by the Bank, which clearly states that this was a renewal of the previous loan.

Mr. Hoffman has maintained throughout these proceedings that the Note in this case has been satisfied. (Answer. Motion to Strike dated 06/22/12) The foreclosure Complaint filed by the Bank, clearly lists the debt as being the October 2003 original Note, as the basis of the foreclosure action. (Complaint) Mr. Hoffman maintains that the original Note, provided to him for inspection by the Bank, is not the original document, and in fact he secured expert testimony who found that the note was in fact not the original

document. (Expert Report) At the foreclosure hearing on February 12, 2013, during argument on Mr. Hoffman's Motion to Compel, for the first time, the Bank stated it did not have the original 2003 note, and that no one ever thought that the document provided to Mr. Hoffman was the 2003 Note, and stipulated that the document presented was not the original. (TR. p.4-20) Then shockingly, Counsel for the Bank stated that "that note [referring to the October 21, 2003 note] has been paid out I think, well I know the Plaintiff has stipulated to that". (TR. p12)

Mr. Hoffman is legally blind and in poor health. (Doctors Letter) He Answered the Bank's Complaint *pro se*, and was subsequently able to obtain an attorney. That attorney raised several issues by way of Motion, which were never ruled upon. (Motion to Strike dated 06/22/12) The attorney subsequently moved to be relieved as counsel. (Motion to be Relieved) Mr. Hoffman objected to her being relieved as counsel, and was unable to obtain substitute counsel since he was still being represented. (Objection to Motion to be Relieved: memo of facts p. 7; TR. 27-29) At the hearing on the foreclosure, the Motion to be Relieved was heard by the Special Referee. Mr. Hoffman's counsel was relieved of counsel and Mr. Hoffman was forced

to proceed *pro se*. (TR.1-30) Motions raised by Mr. Hoffman's attorney on June 22, 2012, were never ruled upon by Special Referee. (TR.1-30)The Special Referee denied Mr. Hoffman's Motion to Compel. (TR.p.9-25) As to the witnesses subpoenaed to the hearing by Mr. Hoffman, the Judge quashed the subpoena of Mr. Bruce Rheney, a Bank employee (TR.p.20-23), and even though the other subpoenaed witness, Ms. Dukes, attended the hearing, she was never called as a witness by the Bank, and with Mr. Hoffman being *pro se*, he was not prepared to examine her as a witness. Mr. Rheney and Ms. Dukes could have testified that attorney Hutto was not present when Mr. Hoffman signed the original Mortgage, and therefore could not have witnessed his signature, and as to any changes to the original Note. (Memo of Facts p.4)

ARGUMENT

I. WAS THE APPELLANT DENIED DUE PROCESS?

A mortgage foreclosure action is equitable in nature. Rule 71(a) SCRPC; *Collier v. Green* 244 SC 267, 137 S.E.2d 277(1964). In an action in equity, the Appellate court has jurisdiction to find facts

in accordance with its own view of the preponderance of the evidence
Townes Assoc. Ltd. v. City of Greenville 266 SC 81, 221 S.E.2d 773 (1976)

S.C. Constitutional Art. I Declaration of Rights sec. 3 guarantees
citizens of S.C. due process.

The Appellant is a 78 year old man, legally blind, hard of hearing, and
in extremely poor health. (Doctor Letter, Memorandum of Facts) Through
pro se pleadings, and through a retained attorney, Appellant was able to raise
important issues regarding the foreclosure action on his family farm in
Orangeburg County. Mr. Hoffman challenged the Bank as to who was the
holder in due course of the original Note. There is also an issue as to the
execution of the Mortgage, since it purports to be witnessed by an attorney,
who the Appellant maintains was not present at any time during this
transaction. (Mortgage; Memo of Facts p. 4)

Further, the Appellant claims that the original Note, which was
renewed several times, has been satisfied, and therefore does not support the
foreclosure proceeding. These issues were never fully explored due to tactics
of the Bank during the discovery process, and by the denial of counsel by the
Special Referees, due to his abuse of discretion in relieving Appellants
attorney, and forcing him to precede *pro se*. See *Culbertson v. Clemons* 322

S.C.20,471 S.E.2d 163(1996); Ex Parte Strom 334 S.C. 605,514 S.E.2d 599(ct.App.1999)

The Bank was never required to produce the original loan document. The person from the Bank most knowledgeable about the original Note was not required to attend the hearing even though subpoenaed. The Bank was never required to explain its revelation that the October 21, 2003 Note was not the basis of the foreclosure, even though it was the basis of the foreclosure in the Complaint, and never required to explain when and how it was satisfied. (Memo of Facts) Mr. Hoffman objected to his counsel Motion to be Relieved. Until the Motion was ruled upon, Mr. Hoffman's lawyer was the counsel of record. See *Ex Parte Strom 334 S.C. 605,514 S.E.2d 599(ct.App.1999)*

Mr. Hoffman says he was unable to obtain new counsel prior to the foreclosure hearing, because attorneys he contacted correctly pointed out that they were unable to represent him as he had an attorney of record. (Memo of Facts p.7)

The important issues raised by Mr. Hoffman were never addressed because he was denied due process, as guaranteed by S.C. Constitution. There was no urgency to this matter, and yet the hearing proceeded leaving

an elderly blind, unhealthy, litigant helpless to defend himself against a Bank trying to take his family farm.

II. DID THE RESPONDENT PROVE A VALID EXISTING DEBT OF THE APPELLANT?

An examination of the Complaint clearly shows the basis for this foreclosure action, was the claim that the Appellant had not paid a loan given by the Bank, evidenced by a Note dated October 21, 2003, with multiple renewals, which was accompanied by a Mortgage, also dated 10/21/03. (Note, renewals, mortgage, Complaint) From the very beginning of this action, the Appellant demanded to see the original Note, and claimed that the Note had been paid off. Throughout the months of Discovery in this case, the Bank repeatedly delayed producing the original Note, using various tactics. (Memo of Facts p.1-12) Finally on January 9, 2013, the Bank allowed the Appellant's expert to examine what they had claimed was the original October 21, 2003 Note. At that time, the Appellant's expert found that the Note was in fact not the original. (Expert's report) Nothing was ever said by the Bank about it not being in possession of the original Note, until the hearing on February 11, 2013, which, for the first time, and in a total

surprise, the Bank announced that it in fact knew that the October 21, 2003 Note, which was produced for inspection to the Appellant, was not the original. (TR. 4-24) Further, and more shockingly, for the first time, the Bank announced that the 2003 Note had been paid off. (TR. 4-24) Even though, the October 21, 2003 Note with subsequent renewals was listed in the Complaint as the Note that was being foreclosed on, the Bank stipulated to what Mr. Hoffman had been saying for months, that Note had in fact been paid off. The Bank then announced for the first time that it was foreclosing on the 2009 renewal, which the Bank was now claiming to be a new Note. (TR. 4-24) An examination of the 2009 Note clearly shows that it is marked as a Renewal, and a consolidation of previous loans. (2009 renewal) There is no evidence of any new money, or any other consideration given at the time of signing that Renewal. The only possible consideration would be the renewal of the original October 21, 2003 Note, which the bank claims was paid off. A satisfied Note cannot support the foreclosure of a Mortgage. This is clearly the type of issue that could have, and should have been explored during the hearing in this matter, had the Appellant been provided with due process.

CONCLUSION

Based on the above, the Appellant prays the Order for Foreclosure of the Special Referee be Reversed and Vacated, and that this case be Remanded for further proceedings.

Respectfully submitted,



Mark W. Hardee
2301 Devine St
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(803)799-0905
Attorney for Appellant

September 11th, 2013

STATE OF SOUTH CAROLINA)

IN THE COURT OF APPEALS

COUNTY OF ORANGEBURG)

Case No. 2013-000965

Shelton Hoffman)

a/k/a Shelton L. Hoffman)

Appellant,)

vs.)

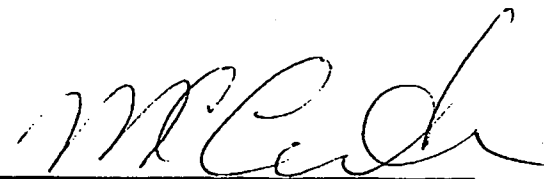
SCBT, NC)

Respondent.)

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of September, 2013, I served, via first class mail, at the address below, a copy of the Appellant's Designation of Matter to be Included in Record on Appeal and Appellant's Initial Brief pertaining to the above-referenced action.

Harriet Pollitt Wallace, Esq.
PO Box 100200
Columbia, SC 29202
(803) 771-7900
Attorney for the Respondent



Vicky McCarter
Legal Assistant

Columbia, South Carolina

Date: 9-11-13

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v.

Shelton Hoffman a/k/a Shelton L. Hoffman, South Carolina Department of Revenue, Baird
Transport, Inc., Defendants.

Of whom Shelton Hoffman a/k/a Shelton L. Hoffman is theAppellant.

CERTIFICATE OF SERVICE

I, Joanne J. Gagnon, a paralegal with the Law Firm of Rogers Townsend & Thomas, PC, do hereby certify that I have cause to serve a copy of the foregoing document(s) upon the below named individuals and/or opposing counsel by U.S. Mail, postage prepaid, on February 27, 2014 at the following address(es):

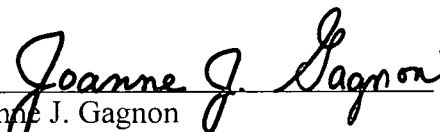
- *Respondent's Motion to Dismiss Appeal and Supporting Memorandum*

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SC Court of Appeals


Joanne J. Gagnon

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February 27, 2014

The Honorable Jenny Abbott Kitching
Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: SCBT, N.A. v. Shelton Hoffman et al;
Appellate Case No. 2013-000965
Our File No. 016555-00090

Dear Ms. Kitching:

Please find enclosed the original and six (6) copies of the Respondent's Motion to Dismiss Appeal and Supporting Memorandum. Please file the original documents and return a clocked copy in the enclosed self-addressed, stamped envelope.

If you should need anything further, please do not hesitate to contact me.

With kind personal regards, I am

Yours very truly,

James K. Cluverius, Jr.

JKC/jjg
Enclosure
cc: Mark W. Hardee, Esquire (w/enclosure)

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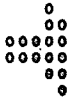
MAR 04 2014

SC Court of Appeals

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SC Court of Appeals



ROGERS TOWNSEND
ATTORNEYS AT LAW

401 N. Main Street
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TO: The Honorable Jenny Abbott Kitching
Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
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02/27/2014

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