

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

CASE NO.: 2012-CP-42-3027

Deutsche Bank National Trust Company, as
Trustee for Argent Securities Inc., Asset-Backed
Pass-Through Certificates, Series 2004-W11
Alleged Plaintiff(s)

vs.

COMPLAINT
Nunc pro tunc
by Geary-Thomas: Dooly,
Intervener /Movant

Geary Thomas Dooly, Eleanor S, Dooly and
United States of America
Alleged Defendants

RECEIVED

JUN 17 2014

Geary-Thomas: Dooly, natural person
P.O.Box 3326
Spartanburg, South Carolina

SC Court of Appeals

Intervener/Movant

COMPLAINT
Nunc Pro Tunc
IN THE ADMIRALTY

I. INTRODUCTION

Geary-Thomas: Dooly, natural person, Intervener/Movant herein, brings this complaint against the Perpetrators, Deutsche Bank National Trust Company, and it's alleged agents, for the unlawful filing of the quasi- in rem action, and the quasi- in rem action, Case # 2012-CP-42-3027, in their covert attempt to dispossess Intervener/Movant of His property, through a bogus claim of the **COMPLAINT NON-JURY MORTGAGE FORECLOSURE**, without privilege to do so, and for multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 --

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CLERK OF COURT
SPARTANBURG COUNTY
2014 MAY 28 PM 1:40
M. HOPE DEACON-REY

Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 – 1692p), and by "unconscionable conduct" pursuant to SC Fair Debt Collection Act Section 37-5-108

Geary-Thomas: Dooly, Intervener/Movant complaint follows:

II. VENUE AND JURISDICTION

Paragraph I. is incorporated herein in its entirety by reference.

1. Venue and Jurisdiction concerning this instant action, hinges on whether, or not, the quasi- in rem action case # 2012-CP-42-3027, is properly before this Court. Geary-Thomas: Dooly, Intervener/Movant entered this action, pursuant to South Carolina Rules of Civil Procedure Rule 19 and 24, and is joined in this action by:

- a) South Carolina Rules of Civil Procedure Rule 19 and Rule 24, and
- b) the Rules of Admiralty, and
- c) South Carolina Fair Debt Collection Practices Act Section 37-5-108 et al, and
- d) 15 USC§1692 et al.

2. The Court of Common Pleas of Spartanburg County, Spartanburg, South Carolina has jurisdiction pursuant to South Carolina Fair Debt Collection Practices Act Section 37-5-108 et al, and 15 USC§1692 et al, and 15 U.S.C. § 1681p et al, and all parallel South Carolina Code, and the court has concurrent jurisdiction over any tort state claims. Venue is proper as the occurrences which give rise to this action that took place within the State of South Carolina. Therefore venue is proper in the Court of Common Pleas of Spartanburg County, Spartanburg, South Carolina.

III.

PARTIES

Paragraphs I. & II, are incorporated herein their entirety by reference.

1. Intervener/Movant, Geary-Thomas: Dooly as Consumer, is now, and at all times relevant to this action, Case # 2012-CP-42-3027, an American National. Intervener/Movant lives on South Carolina, and has lived on South Carolina for more than 40 years. Intervener/Movant can be contacted c/o P O Box 3326, Spartanburg, South Carolina.

2. 1st, Third Party Debt Collector, Nicholas N. Sears, Jr., a.k.a., d.b.a. NICHOLAS N. SEARS, hereinafter, 1st Third Party Debt Collector, at all times relevant to this Complaint, and is the Person who filed the Sham Pleading, to commence the Sham Legal Process, Case 2012-CP-42-3027 while doing business at 1587 Northeast Expressway, Atlanta, Georgia 30329. 1st, Third Party Debt Collector is in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 – Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 – 1692p), and has displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

3. 2nd, Third Party Debt Collector, Lora Stuart Camp, a.k.a., d.b.a. LORA STUART CAMP, hereinafter, 2nd Third Party Debt Collector, at all times relevant to this complaint, and is the Person who has acted in concert with 1st, Third Party Debt Collector, in the promotion of said Sham Pleading, that commenced the Sham Legal process, Case 2012-CP-42-3027. 2nd Third

Party Debt Collector, Lora Stuart Camp, a.k.a., d.b.a. LORA STUART CAMP, does business at 1587 Northeast Expressway, Atlanta, Georgia 30329. 2nd, Third Party Debt Collector is in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 – Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 –1692p), and has displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

4. 3rd, Third Party Debt Collector, Kimberly N. Renaud, a.k.a., d.b.a. KIMBERLY N. RENAUD, hereinafter, 3rd, Third Party Debt Collector, at all times relevant to this complaint, and is the Person who has acted in concert with 1st, Third Party Debt Collector, and the 2nd, Third party Debt Collector in the promotion of said Sham Pleading, that commenced the Sham Legal process, Case 2012-CP-42-3027. 3rd, Third Party Debt Collector, Kimberly N. Renaud, a.k.a., d.b.a. KIMBERLY N. RENAUD, does business at 104 South Main Street/ninth floor, Greenville, South Carolina 29601. 3rd, Third Party Debt Collector is in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 –Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 –1692p), and has displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

5. 4th, Third Party Debt Collector, Giles M. Schanen, Jr., a.k.a., d.b.a. GILES M. SCHANEN, JR., hereinafter, 4th, Third Party Debt Collector, at all times relevant to this complaint, and is the Person who has acted in concert with 1st, Third Party Debt Collector, and the 2nd Third party

Debt Collector, and the 3rd, Third Party Debt Collector in the promotion of said Sham Pleading, that commenced the Sham Legal process, Case 2012-CP-42-3027. 4th, Third Party Debt Collector, Giles M. Schanen, Jr., a.k.a., d.b.a. GILES M. SCHANEN, JR., does business at 104 South Main Street/ninth floor, Greenville, South Carolina 29601. 4th, Third Party Debt Collector is in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 – Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 –1692p), and has displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

6. 5th, Third Party Debt Collector, Benjamin N. Garner, a.k.a., d.b.a. BENJAMIN N. GARNER, hereinafter, 5th, Third Party Debt Collector, at all times relevant to this complaint, and is the Person who has acted in concert with 1st, Third Party Debt Collector, and the 2nd Third party Debt Collector, and the 3rd, Third Party Debt Collector, and the 4th, Third party Debt Collector, in the promotion of said Sham Pleading, that commenced the Sham Legal process, Case 2012-CP-42-3027. 5th, Third Party Debt Collector, Benjamin N. Garner, a.k.a., d.b.a. BENJAMIN N. GARNER, does business at 104 South Main Street/ninth floor, Greenville, South Carolina 29601. 5th, Third Party Debt Collector is in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 –Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 –1692p), and has displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

7. 6th, Third Party Debt Collector, Sarah R. Anderson, a.k.a., d.b.a. SARAH R. ANDERSON,

hereinafter, 6th, Third Party Debt Collector, at all times relevant to this complaint, and is the Person who has acted in concert with 1st, Third Party Debt Collector, and the 2nd Third party Debt Collector, and the 3rd, Third Party Debt Collector, and the 4th, Third party Debt Collector, and the 5th, Third Party Debt Collector in the promotion of said Sham Pleading, that commenced the Sham Legal process, Case 2012-CP-42-3027. 6th, Third Party Debt Collector, Sarah R. Anderson, a.k.a., d.b.a. SARAH R. ANDERSON, does business at 104 South Main Street/ninth floor, Greenville, South Carolina 29601. 6th, Third Party Debt Collector is in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 – Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 –1692p), and has displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

8. 7th, Third Party Debt Collector, JOHNSON & FREEMAN, LLC et al, is a Limited Liability Corporation operating a "Foreclosure Mill" and doing business at 1587 Northeast Expressway, Atlanta, Georgia 30329 under the laws of Georgia , via Nicholas N. Sears, Jr; Lora Stuart Camp, and partners of the LLC et al, d.b.a., JOHNSON & FREEMAN, LLC, hereinafter, 7th, Third Party Debt Collector, at all times relevant to this Complaint, and is the Person(s) who filed the Sham Pleading, to commence the Sham Legal Process, case # 2012-CP-42-3027, while doing business at 1587 Northeast Expressway, Atlanta, Georgia 30329 as JOHNSON & FREEMAN, LLC by operating a "Foreclosure Mill" against the natural people of South Carolina, and against well settled law, and is acting in concert with, and in the promotion of said Sham Pleading. 7th, Third Party Debt Collector is in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 –Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 –

1692p), and has displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

9. 8th, Third Party Debt Collector, NELSON MULLINS RILEY & SCARBOROUGH, LLP, et al, is Limited Liability Partnership operating a "Foreclosure Mill" and doing business at 104 South Main Street/9th floor, Greenville, South Carolina under the laws of South Carolina, via Kimberly N. Renaud; Giles M Schanen, Jr.; Benjamin N. Garner; Sarah R. Anderson; and all Partners, et al, doing business as NELSON MULLINS RILEY, & SCARBOROUGH, LLP, hereinafter, 8th Third Party Debt Collector, at all times relevant to this Complaint, and is the Person(s) who acted in concert all 3rd Party Debt Collectors named herein, in the promotion of said Sham Pleading, that commenced the Sham Legal Process, Case # 2012-CP-42-3027. The 8th, Third Party Debt Collector cooperated with the operation of a "Foreclosure Mill" against the natural people of South Carolina, and against well settled law, and is acting in concert with, and in the promotion of said Sham Pleading by doing business at: 104 South Main Street/ninth floor, Greenville, South Carolina. 8th, Third Party Debt Collector is in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 –Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 –1692p), and has displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

10. 9th Third Party Debt Collector, Deutsche Bank National Trust Company as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, et al is a corporation (corporate person) existing under the laws of one of the states of the United States

claiming to be a creditor, but fails to be a creditor pursuant 15 USC§1692(a)(4) that states: *"The term "creditor" means any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include any person to the extent that he receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt for another."* and therefore has no interest in subject action and is falsely bringing instant action 2012-CP-42-3027. 9th, Third Party Debt Collector is in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 –Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 –1692p), and has displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

11. 9th Third Party Debt Collector, Deutsche Bank National Trust Company as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11, et al is identified as a "Debt Collector" pursuant to 15 USC§1692(a)(6) that states: *"The term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts. For the purpose of section 1692f (6) of this title, such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests."*, and therefore cannot bring a Foreclosure action such as instant Case 2012-CP-42-3027 without committing

fraud upon the court.

IV. STATEMENT OF FACTS

Paragraphs I., II., & III., are incorporated herein their entirety by reference.

1. On, or about July 19, 2012, 1st, Third Party Debt Collector, filed a quasi in rem action, IN THE COURT OF COMMON PLEAS of SPARTANBURG COUNTY, SOUTH CAROLINA, a Sham Pleading, commencing the Sham Legal Process, Case 2012-CP-42-3027.

2. The Sham Legal Process Titled:"COMPLAINT NON-JURY MORTGAGE FORECLOSURE Deficiency Judgment Demanded" was in the original amount of \$139,007.65.

3. 1st, Third Party Debt Collector, is a Third Party Debt Collector having no firsthand personal knowledge of any facts concerning any contracts signed, or unsigned by Geary-Thomas: Dooly. Such, firsthand personal knowledge, is required to be admissible to the Court by 29 CFR 18.602 – Lack of Personal Knowledge (and parallel South Carolina Code) as follows: *§ 18.602 Lack of personal knowledge. A witness may not testify to a matter unless evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter. Evidence to prove personal knowledge may, but need not, consist of the witness' own testimony.*

4. 2nd, Third Party Debt Collector, is a Third Party Debt Collector having no firsthand personal knowledge of any facts concerning any contracts signed, or unsigned by Geary-Thomas: Dooly. Such, firsthand personal knowledge, is required to be admissible to the Court by 29 CFR 18.602 – Lack of Personal Knowledge (and parallel South Carolina Code) as follows: *§ 18.602 Lack of*

personal knowledge. A witness may not testify to a matter unless evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter. Evidence to prove personal knowledge may, but need not, consist of the witness' own testimony.

5. 3rd, Third Party Debt Collector, is a Third Party Debt Collector having no firsthand personal knowledge of any facts concerning any contracts signed, or unsigned by Geary-Thomas: Dooly.

Such , firsthand personal knowledge, is required to be admissible to the Court by 29 CFR 18.602

– Lack of Personal Knowledge (and parallel South Carolina Code) as follows: *§ 18.602 Lack of personal knowledge. A witness may not testify to a matter unless evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter. Evidence to prove personal knowledge may, but need not, consist of the witness' own testimony.*

6. 4th, Third Party Debt Collector, is a Third Party Debt Collector having no firsthand personal knowledge of any facts concerning any contracts signed, or unsigned by Geary-Thomas: Dooly.

Such, firsthand personal knowledge, is required to be admissible to the Court by 29 CFR 18.602

– Lack of Personal Knowledge (and parallel South Carolina Code) as follows: *§ 18.602 Lack of personal knowledge. A witness may not testify to a matter unless evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter. Evidence to prove personal knowledge may, but need not, consist of the witness' own testimony.*

7. 5th, Third Party Debt Collector, is a Third Party Debt Collector having no firsthand personal knowledge of any facts concerning any contracts signed, or unsigned by Geary-Thomas: Dooly.

Such, firsthand personal knowledge, is required to be admissible to the Court by 29 CFR 18.602

– Lack of Personal Knowledge (and parallel South Carolina Code) as follows: *§ 18.602 Lack of personal knowledge. A witness may not testify to a matter unless evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter. Evidence to prove personal knowledge may, but need not, consist of the witness' own testimony.*

8. 6th, Third Party Debt Collector, is a Third Party Debt Collector having no firsthand personal knowledge of any facts concerning any contracts signed, or unsigned by Geary-Thomas: Dooly. Such, firsthand personal knowledge, is required to be admissible to the Court by 29 CFR 18.602

– Lack of Personal Knowledge (and parallel South Carolina Code) as follows: *§ 18.602 Lack of personal knowledge. A witness may not testify to a matter unless evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter. Evidence to prove personal knowledge may, but need not, consist of the witness' own testimony.*

9. Nicholas N. Sears, Jr., SC Bar # 78031. Lora Sturat Camp, SC Bar #68633, Summer Hughes Scott SC Bar # 80070, Tiffany H. Wolf, SC bar # 16149, and each and every partner of JOHNSON & FREEMAN. LLC, et al, are Owners/operators of the "Foreclosure Mill" JOHNSON FREEMAN, LLC. located at 1587 Northeast Expressway, Atlanta, Georgia 30329, hereinafter, Owners/operators of the "Foreclosure Mill", at all times relevant to this Complaint, is/are Third Party Debt Collectors operating a "Foreclosure Mill", against the natural people of South Carolina, and against well settled law while operating as Third Party Debt Collector(s) in non-compliance with South Carolina Fair Debt Collection Practices Act, et al, and are acting in concert with all Third Party Debt Collectors named herein, in the promotion of said Sham

Pleading, that commenced the Sham Legal Process, quasi in rem case # 2012-CP-42-3027, in Breach of Public Trust, Breach of Fiduciary Duty, Breach of Oath of Office as an Officer of The Court, Official Oppression, Breach of the Attorney's Code of Ethics, and violation of Article 5 of the Bill of Rights, as those Rights apply to Geary-Thomas: Dooly, Intervener /Movant, and his property. These Owners/Operators of the "Foreclosure Mill" have no personal fist hand knowledge of any facts concerning any contracts signed or unsigned by Geary-Thomas: Dooly. Such, firsthand personal knowledge, is required to be admissible to the Court by 29 CFR 18.602 – Lack of Personal Knowledge (and parallel South Carolina Code) as follows: *§ 18.602 Lack of personal knowledge. A witness may not testify to a matter unless evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter. Evidence to prove personal knowledge may, but need not, consist of the witness' own testimony.*

These Operators and Owners and Partners of JOHNSON FREEMAN,LLC while having full knowledge of the facts, have continued unabatedly to display "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

10. All Parties, except Geary-Thomas: Dooly, Intervener /Movant, named herein, have conducted business in South Carolina by filing fabricated, forged, counterfeit, illegal, and unenforceable, Assignments, and Promissory Notes, and are in multiple violations of 15 US Code (as well as South Carolina parallel code) Chapter 41 –Consumer Protection, Subchapter V – Debt Collection Practices (§§1692 –1692p), and have displayed "unconscionable conduct" pursuant to South Carolina Fair Collection Practices Act Section 37-5-108.

11. Geary-Thomas: Dooly, Intervener /Movant herein, alleges, and has placed a sworn Affidavit

of an Officer of the Court into the court record of this case, that upon the examination of the COURT Record of Spartanburg County exhibits filed by ALL herein named Third Party Debt Collectors are fraudulent document(s) filed as the Third Party Debt Collector's evidence in this quasi in rem action, therefore; Fraud Upon the Court, by ALL herein named Third Party Debt Collectors. One fraudulent document is an Assignment that was identified via Affidavit as alleged fraud by one John O'Brien, Register of Deeds, Commonwealth of Massachusetts, Southern Essex Registry of Deeds, Salem, Massachusetts. These Affidavits are filed into the Court record of this case. This fraudulent document, having been identified to several officers of the Court, should be removed, by same, from the Court records of Spartanburg County.

12. Geary-Thomas: Dooly, Intervener /Movant disputes the title and ownership rights of any party to the private property in question which is the subject of this action, in that the originating mortgage lender , and others alleged to have ownership, have unlawfully sold, assigned and/or transferred their ownership interest in a Promissory Note and/or Mortgage related to the personal property and thus none of the named Parties have lawful ownership or a security interest in this Intervener/Movant's private property (land). This FACT and PROOF thereof has been filed record of this case showing via certified expert witness that this instant Loan Note has been sold and is current and actively trading via CUSIP # 040104ME8. All named Third Party Debt Collectors named herein know or should have known of this fact, but continue to promote the Sham Legal Process in Breach of Public Trust, Breach of Fiduciary Duty, Breach of Oath of Office as an Officer of The Court, Official Oppression, Breach of the Attorney's Code of Ethics, and violation of Article 5 of the Bill of Rights, as those Rights apply to Geary-Thomas:

Dooly, Intervener /Movant, and his property.

13. Upon information and belief verified by expert witness Affidavit , Geary-Thomas: Dooly, Intervener /Movant's alleged loan was securitized and placed into a Pooling and Servicing Agreement and converted into a stock of a Pass-Through Vehicle. The verifying expert witness whose full documentation, with computer screen shots, identifying instant Promissory Note, has been filed into the Court Record of instant Case is one Clayton Cherry, a Certified Mortgage Securitization Auditor/Bloomberg Specialist in the State of Illinois. The Bloomberg Database tracked Loan Number: 0060029394 and was identified in Trust named ARSI 2004-W11. Mr. Cherry's conclusion, in part, states, *"Geary Thomas Dooly & Eleanor S. Dooly's alleged loan continues to be paid down as it remains in the Trust, therefore, the Trust-Entity has not suffered any loss or damage from the loan herein."*

14. Once the loan is securitized it is converted into a security trust owned by thousands of Shareholders throughout the world and is traded on Wall Street.

15. At that point, the state of Geary-Thomas: Dooly, Intervener /Movant's alleged loan forever changed and is converted into a stock.

16. The Note that had been executed with the Mortgage became part of a pool of mortgages, losing its individual identity as a note between a lender and borrower; it is merged with other unknown notes as a total obligation due to the investor or investors; it is no longer a negotiable instrument, rather, collateral for a federally regulated Security under the confines of the SECURITIES EXCHANGE COMMISSION and subject to the laws so associated with the SECURITIES

EXCHANGE COMMISSION.

17. Once Geary-Thomas: Dooly, Intervener /Movant's loan was securitized and converted, it forever lost its security.

18. Once the loan was traded as a stock, it is forever a stock and therefore regulated by the Securities and Exchange Commission ("SEC") as a stock.

19. The Promissory Note by conversion into a stock is extinguished.

20. After securitization, the Note cannot be re-attached to the Mortgage/Deed of Trust through adhesion.

21. The original Note had to be destroyed upon securitization because the Note, and the stock cannot exist at the same time.

22. If it is determined that the promissory note is a negotiable instrument, under the UCC, the Promissory Note is a one-of-a-kind instrument and any assignment must be as a permanent fixture onto the original Note much like a check.

V. COUNTS

Paragraphs I, II, III, IV, and 1-22, are incorporated herein their entirety by reference.

COUNT I: On or about July19, 2012, 1st, 3rd Party Debt Collector, filed a quasi in rem action, IN THE COURT OF COMMON PLEAS of SPARTANBURG COUNTY, SOUTH CAROLINA, a Sham

Pleading, commencing the Sham Legal Process, case # 2012-CP-42-3027. The Sham Legal Process Titled: "COMPLAINT NON-JURY MORTGAGE FORECLOSURE Deficiency Judgment Demanded" was executed against Geary-Thomas: Dooly in the original amount of \$139,007.65. All herein named Debt Collectors, acting in Concert for the covert purpose to dispossess Geary-Thomas: Dooly, Intervener /Movant herein of His property as stated in the above paragraphs, committing multiple acts of FRAUD upon the natural people of South Carolina, including Geary-Thomas: Dooly, Intervener /Movant, in violation of well settled law, in violation and non-compliance of Fair Debt Collection Practices Acts, both of South Carolina, and the United States, in violation the Uniform Commercial Code, both STATE and FEDERAL, in Breach of Public Trust, Breach of Fiduciary Duty, Breach of Oath of Office as an Officer of The Court, Official Oppression, Breach of the Attorney's Code of Ethics, violation of Article 5 of the Bill of Rights, as those rights apply to Geary-Thomas: Dooly, Intervener /Movant and his property, and causing damage to Geary-Thomas: Dooly, Intervener /Movant herein.

COUNT II: All Parties named herein as DEBT COLLECTORS, except Geary-Thomas: Dooly, Intervener /Movant, are acting in Concert, committing fraud upon the COURT, them having Superior knowledge of the law, knew or should have known that, by their own Exhibits filed into the record of this fraudulent quasi in rem action, Geary-Thomas: Dooly, Intervener /Movant/, is under no contract with any party named on any documents filed into the record in this fraudulent quasi in rem action. Third Party Debt Collectors named herein have filed as their evidence fraudulent documents into the record of this fraudulent Quasi in rem action. All Third Party Debt Collectors named herein are in non-compliance with South Carolina Fair Debt

Collection Practices Act Section 37-5-108. Argent Securities Inc. nor any of it's representatives has ever signed a contract as a party, with Geary-Thomas: Dooly, being a party to the same contract, known as a Note and/or a Mortgage, and Geary-Thomas: Dooly, believes that the Third Party Debt Collectors named herein, cannot produce such a Contract.

"Debt Collector" is defined by 15 USC§1692(a)(6), and parallel South Carolina Code, as follows:

(6) The term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts.

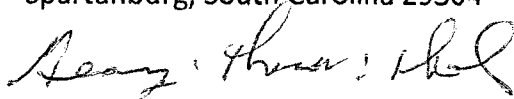
Wherefore:

Geary-Thomas: Dooly, Intervener /Movant herein, demands this Court dismiss Fictitious Plaintiff's Quasi in rem action Case # 2912-CP-42-3027, with Prejudice, and grant Geary-Thomas: Dooly sanctions against each and every Attorney, Third Party Debt Collector named herein, to the sum of 100,000, in lawful currency.

And any other remedy the court feels is just.

Date MAY 28, 2014

Geary-Thomas: Dooly, Internener/Movant
PO BOX 3326
Spartanburg, South Carolina 29304



VERIFICATION

I, Geary-Thomas: Dooly, Internener/Movant do state that I have read the complaint, and declare under penalty of perjury that the statements within are true, correct, complete, and not misleading, to the best of my knowledge, except as to those things stated upon information and belief, and as to those things I believe is true.

Geary-Thomas: Dooly, Internener/Movant
PO BOX 3326
Spartanburg, South Carolina 29304

Geary-Thomas: Dooly

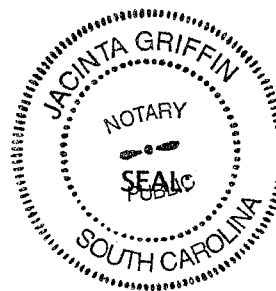
Sworn to before me this:

28 day of May, 2014

[Signature]

Notary Public for South Carolina

My Commission expires: 5/8/19



CLERK OF COURT
SPARTANBURG COUNTY
2014 MAY 28 PM 1:40
M. HOPE BLACKLEY

CERTIFICATE OF SERVICE

I certify that the above document styled COMPLAINT was served upon the defendant by mailing a copy to alleged Counsel of Record, Nelson Mullins Riley & Scarborough LLC et al, and specifically to the attention of Sarah R. Anderson and Giles M. Schanen of alleged Counsel of Record, Nelson Mullins Riley & Scarborough, LLC et al at the address:
104 South Main Street -9th floor, Greenville, South Carolina 29601.

May 28, 2014

Geary-Thomas: Dooly, Consumer/Intervener,
c/o Post Office Box 3326
Spartanburg, South Carolina 29304

Geary-Thomas: Dooly

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29304

JENNY ABBOTT KITCHINGS,
CLERK OF COURT APPEALS
S. C. COURT OF BOX 11629
POST OFFICE, SOUTH CAROLINA
COLUMBIA, SOUTH CAROLINA 29211

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