

IN THE STATE OF SOUTH CAROLINA
In The Supreme Court
Case no: 2014-001371

Pages 1 of 5
Attachments-110

APPEALING the South Carolina's APPEAL COURT
Appellate Case no. 2012-213208

RECEIVED

AUG 04 2014

APPEAL of Dorchester County Circuit Trial
Court of Common Pleas

Master of Equity/serving as Circuit – Judge Maite D. Murphy
Case no: 2012-CP-18000539

SC Court of Appeals

Roger L. Whaley Petitioner

vs.

South Carolina Federal Credit Union and Bank of America.....Respondents.

PETITIONER/WHALEY'S REPLY TO RESPONDENT/BANK OF AMERICA'S RETURN
TO APPELLANT'S ¹ PETITION FOR A WRIT OF CERTIORARI

COMES NOW, Petitioner/Appellant/Roger L. Whaley/a/k/a Petitioner/Whaley's Reply to Respondent Bank of America/a/k/a Respondent/BOA's, document titled "Bank of America's RETURN to Appellant's PETITION FOR A WRIT OF CERTIORARI... Pursuant to Rule 242(f), SCACR...and...Rules 242(c) and 262(b)" ²; whereas, Respondent/BOA's "...Return..." dated 7/22/2014 and its alleged CORRECTION "RETURN" dated 7/24/2014, Never! comply! with South Carolina Appellate Court Rules 242(f)&(c), NOR with this Supreme Court's Instructions for CORRECTIONS written in its LETTER dated "JULY 24, 2014" cc: copied to said Respondents BOA/and SCFCU; which the Supreme Court wrote that "...You will need to SERVE and FILE an AMENDED RETURN that FULLY INCORPORATES...CORRECTIONS...provide this COURT with an ORIGINAL and 6 copies of the AMENDED RETURN along with a PROOF OF SERVICE showing that a COPY of the AMENDED RETURN has been SERVED on OPPOSING COUNSEL."; Respondent/BOA NEVER provided any supportive law/nor UPHELD any of Respondent/BOA's own! said above provided RULES, so to "PERFECTED" TIMELY/nor proper SERVICE Delivered of BOA's REQUIRED "RETURN" to Petitioner/Whaley's Writ of Certiorari, when BOA's NEVER filed a REQUIRED AMENDED "RETURN" with a PROOF of SERVICE of BOA's said CORRECTIONS as of the alleged date 7/24/2014, which CANCELED BOA's 7/22/2014 ADMITTED! Erred! "RETURN", which NEVER! "PERFECTED" any Delivered Proof of Services to Petitioner/Whaley, on, before, nor after the date July 25, 2014, which shows Respondent/BOA again! FAILED! to COMPLY with the South Carolina Appellate Court Rule which also! involves "...Where there are novel questions of law." Pursuant with SCACR Rule 242(b)(1)

As Petitioner/Whaley further Reply as follows:

¹ (a/k/a Petitioner/Appellant/Whaley's)

² SCACR 242(f) states – a "...Return to Petition...SHALL SERVE a copy of his RETURN on Opposing counsel, and SHALL FILE with the Clerk of the Supreme Court one original and six (6) copies of his RETURN and PROOF OF SERVICE SHOWING that the RETURN has been SERVED." Although! Respondent/BOA's SECOND! Supreme Court filed "RETURN" dated 7/24/2014 ADMITS! its 7/22/2014 field Pleading/with PROOF OF SERVICE was INCORRECTLY FILED, and this SUPREME COURT's "July 24, 2014" LETTER/ CC: Copied to BOTH RESPONDENTS/BOA and SCFCU, shows ANY and/or ALL written CORRECTIONS, MUST! be filed as- "...an AMENDED! RETURN! that FULLY! INCORPORATES these CORRECTIONS...will NEED to PROVIDE! this! COURT! with an ORIGINAL and 6 COPIES of the AMENDED RETURN along! with! a PROOF OF SERVICE showing that a COPY of the AMENDED RETURN has been SERVED on Opposing Counsel!"; This said SUPREME COURT Letter also dated "JUNE 25, 2014" SENT COPIES of its INSTRUCTIONS "cc: to Jody A. Bendenbaugh, Esquire, Erik Tison Norton, Esquire, Tara C. Sullivan, Esquire...", whom all said BOA's Attorneys are alleged to be with the LAW FIRM, "NELSON MULLINS RILEY & SCARBOROUGH LLP", (as well this Supreme Court SENT its SAME said INSTRUCTIONS to [This Petitioner/Whaley] and! a COPY to Respondent/SCFCU's alleged Law Firm's Attorneys, "Drew Hamilton Butler, Esquire, Shelia Marfouvon Bias, Esquire, Caleb Martin Riser, Esquire), showing that ALL LICENSED ATTORNEYS in this said case matter – "...FILING SUBMITTED BY COUNSEL Admitted in South Carolina MUST INCLUDE Counsel's BAR Number."; Although! Respondent SCFCU's ATTORNEYS filed "RETURN" NEVER! SUPPLIED ALL their said REQUIRED BARI Number.s JUST as, Respondent/BOA, never! TIMELY! "PERFECTED" SERVICES pursuant with BOA's said Rules SCACR 242(c)&262(b) in BOA's "RETURN" in an AMENDED/CORRECTIONS, PROOF OF SERVICES on 7/24/2014; therefore, BOA filed an "UNTIMELY Return" to Petitioner/Whaley's PETITION for a Writ of Certiorari dated JULY 24, 2014..., And BOA ADMITS! its 7/22/14 "Return" also made ERRORS! which SHOWED Respondent/BOA NEVER! SERVED! this! SUPREME! COURT! (as NO! SUPREME COURT CASE Number was located on the said 7/22/2014 "RETURN") RESULTED in BOA 7/24/2014 "RETURN" DELETED! BOA's 7/22/2014 "RETURN"; And BOA's 7/24/2014 Correction "RETURN" was not "PERFECTED" in a REQUIRED Amendment;) (Exh. a,aa,A, A1)

RESPONDENT/BOA's ADMITTANCE! in its said dated "RETURNS" 7/22/24/2014 SHOWS! the APPEALS COURT (in ERROR/or Otherwise/due to KNOWN BIAS INTEREST, of APPEALS/or Supreme Court's BOARD MEMBER, Mr. BEATTIE B. ASHMORE, whom RESPONDENTS/or/BOA's hired ATTORNEYS, [& the STATE!! COURT! Appointed 3-HEBREW BOYS' LLC/a/k/a 3-HB, & CAPITAL CONSORTIUM GROUG, LLC/a/k/a CCG -³ ATTORNEY/LAW FIRM] NELSON MULLINS RILEY & SCARBOROUGH, LLP ADDED! as a PARTY/and MATERIAL WITNESS involving PETITIONER/Whaley's STOLEN! Cashier's CHECKS, since year 2007) upheld the Lower Trial COURT's Granted "EMAILED" MAY 26, 2012 Instruction ORDER that DISMISSED PETITIONER/Whaley's COMPLAINT, BOA's RULES in its 7/22/24/2014 "RETURN" SHOWS/or/ADMIT! the LOWER TRIAL COURT'S "EMAILED" Delivered SERVICES, WAS NEVER! a "PERFECTED" Delivery "...PROPER METHOD OF SERVICE ...(to) TIMELY PERFECTED..." Delivered SERVICES to PETITIONER/Whaley and to RESPONDENTS/BOA and SCFCU - Pursuant with SCACR 242(c) and Rule 262(b) ⁴

1. Respondent/BOA's page 2, of its said erred "RETURN" filed 7/22/2014 & Erred Correction "RETURN" 7/24/2014, ADMITS "...a PROPER METHOD of SERVICE...NOT TIMELY PERFECTED...See Rules 242(c) and 262(b), SCACR..." confirmed in the below footnote 3, shows BOA's said provided RULE(s) SCACR 242(c) & 262(b) supports BOA's FIRST! written EMAILED!! ORDERs (See Exh. Dd & a-2; & Exh. I thru XVII-L/C 5-8-12 Transcript pgs 9,10,11,12; and Exh. XVII thru XXIX, pgs 1,4,5,6,7,**9#11-25;pg 10-#1-18) shows the Lower Trial Court, Delivered EMAILED! Services were NEVER! a "Perfected" Services to be UPHELD by the S.C. Court said Rules and Procedures, upheld by BOA's own! provided RULES (pursuant with SCACR 210(c) & SCRCF 10(c); which BOA'S own! provided Rule 242, in its RETURN dated 7/22/24/2014 shows "Where there are novel questions of law".

³ And Respondent/BOA's ATTORNEYS, NELSON MULLINS RILEY, & SCARBOROUGH LLP, was/or IS!, YET! known!! and UNDISPUTED!! by Respondent/BOA/or by - the LAW FIRM of NELSON MULLIN RILEY & SCARBOROUGH LLP - to be (doing an! INTENTIONAL!! CONFLICT! OF INTEREST in Petitioner/Whaley's Case Matter - as being the hired/or/paid/ by RICHLAND County's STATE! COURT! JUDGE(s)! APPOINTED! LAW FIRM-ATTORNEYS (Since the YEAR 2007) as being the STATE! COURT! Appointed RECEIVER/or the STATE! Court! appointed to be RECEIVERSHIP to CONTROL! , also the BUSINESS, DANIEL DEVELOPMENT GROUP, LLC/a/k/a DDG, an Entity (whom RESPONDENTS/or/BOA) ADMITS! in their MOTION(s) TO DISMISS, filed in the LOWER TRIAL COURT Records, and in the APPEAL COURT RECORDS, as DDG being a Entity with the BUSINESS/3-Hebrew Boys LLC, (and the 3-HB's Managers Tony POUGH, Timothy McQUEEN, & Joseph BRUNSON) doing Business with Petitioner/Whaley's CASHIER's CHECK's named PAYEE/CCG! BUSINESS!, whom BOA's own! SAME said Legal REPRESENTATIVE, Nelson, Mullin, Riley, Scarborough, LAW FIRM wrote, and SIGNED as BOA's filed PLEADINGS attached! as BOA's PRODUCED Documents filed!! in THIS! said CHARLESTON, COUNTY - STATE! COURTS! CIVIL! Case Matter alleging to involve Petitioner/Whaley's Cashier's CHECKS and! Whaley's Cashier's CHECKS named/PAYEE/CCG; with Respondent/BOA- ADMITTING! that the said RICHLAND COUNTY's Yet! Pending/and/or Closed! STATE!! COURT! and FEDERAL! COURT! issues are ALLEGED to be the SAME! ISSUES! involving PETITIONER/Whaley's "THEFT"/or STOLEN, Cashier's Checks, which BOA and SCFCU ADMITS! allegedly were involved in an alleged PONZI SCHEME (as to EACH of BOA/and SCFCU's CLEAR!! written! signed! UNDERSTANDINGS) is the SUBJECT! MATTERS! in of PETITIONER/Whaley's filed Law Suit. *(See attached a few! of BOA's produced EXHIBITS PRODUCED! to PETITIONER/Whaley as BOA's (AND SCFCU's) alleged documented EVIDENCE to be FILED in Lower Trial Court Records on the DATE! MAY 8, 2012.

*(Attached Trans. Exhibits I thru XVI; & pgs 3,4,5,8,9, & see 10-#1 & 17-19 - SWORN State! COURT TRANSCRIPT - ADMITS! Petitioner/Whaley ALWAYS produced Documents/and CLAIMED - CCG NEVER! DEPOSITED CCG's MONEY in BANK OF AMERICA, as to WHY! BOA's documents shows BOA TURNED the UNCLAIMED THOUSANDS of Individuals' Cashiers Checks MONIES made out to CCG - BOA UNCLAIMED DEPARTMENT Manager, ADMITTED to TURNED CCG's UNCLAIMED Cashier's CHECKS Monies (that were PLACED in A DIFFERENT - Unknown ACCOUNT Number - at BOA) - PETITIONER/Whaley ALWAYS Claimed in the LOWER TRIAL COURT - was UNCLAIMED!! MONIES - BOA - was FORCED! Legally to released! to STATE DEPARTMENT OF REVENUE; which Petitioner/Whaley PROVIED PRODUCED! DOCUMENTs from BOA to DEPARTMENT OF REVENUE RETURNING! some of CCG's Constituents' FULL!! MONEY REFUNDS made out in CASHIER'S CHECKS to CCG.)"

*(See attached Transcript EXHIBITS XVII thru XXIX) dated Aug. 29, 2012 - review pages 1,4,**5,6,7,**9,**10- SHOWS! TRIAL JUDGE - DEFEATS! show UNTRUTH!! of BOA (and SCFCU's) ERRED! Filed "RETURNS" CLAIMS filed in this SUPREME COURT 7/22/24/2014, which are the continued! UNTRUTHFUL CLAIMS filed in the said APPEAL COURT Records; (See BOA's Mt to DISMISS 10/24/2013 pgs 2,3);

⁴ Respondent/BOA's page 3, ADMITS the APPEALS COURT is alleged to be GOVERNED by SCACR Rule 242(c)& 262(b)- which states the METHOD of SERVICES...under 262 - "... (b) Service. Whenever under these Rules service is required or permitted to be made upon a party represented by an attorney the service shall be made upon the attorney unless service upon the party himself is ordered by the appellate court. Service upon the attorney or upon a party shall be made by delivering a copy to him or by mailing it to him at his last known address or, if no address is known, by leaving it with the clerk of court. Delivery of a copy within this Rule means: handing it to the attorney or to the party; or leaving it at his office with his clerk or other person in charge thereof; or, if there be no one in charge, leaving it in a conspicuous place therein; or, if the office is closed or the person to be served has no office, leaving a copy at his dwelling place or usual place of abode with some person of suitable age and discretion then residing therein. Service by mail is complete upon mailing." WHICH NEITHER! said above written METHOD do not mention in Rule 262(a) nor (b) that a METHOD of EMAIL! would be PROPER "Perfected" DELIVERED SERVICES; Therefore shows RESPONDENT/BOA's ADMITTED! EMAILED! Delivered SERVICES GRANTED by the said Lower Trial Court, and/in ERROR, UPHELD by the Appeals Court, is pursuant with 242(b)(2) -shows "...Where there is a dissent in the decision of the Court of Appeals."

2. Respondent/BOA, filed Admitted! Erred!!!/Corrections! in its "RETURNS" dated 7/22/24/2014 prepared by BOA's own! paid LAW FIRM's attorneys at Nelson Mullins Riley & Scarborough, continue! on BOA's page 1, wrote that "Appellant's PETITION is largely UNINTELLIGIBLE", (*written by the LAW FIRM Officials at Nelson, Mullins, Riley & Scarborough, who continue! to Intentionally! [In Retaliation] INSULT! Petitioner/Whaley, WHOM Respondent/BOA, DO NOT DISPUTE!, [Roger L. Whaley, is an alleged VICTIM!, which Whaley's COMPLAINT Claims! ALWAYS claimed his said CASHIER'S CHECKS/MONEY FUNDS were by "Conspiracy" and "THEFT" involved Respondent/BOA)* resulting in Respondent/BOA and its ALSO! paid/LAW FIRM, Nelson, Mullins, Riley, Scarborough in Retaliation continue! to INSULT Petitioner/Whaley, although! RESPONDENT/BOA's Admits! to its said LAW FIRM's continued! ERRED!! "RETURNS" claims which shows ADMITTED Errors, or CORRECTIONS, when! Respondent/BOA NEVER! directly DENIED/nor DISPUTED any! of Petitioner/Whaley's written claims in the Writ of Certiorari. Which shows Respondent/BOA's Erred "RETURNS", is not in compliance with BOA's own! rule SCACR 242(f).⁵

2a): Respondent/BOA's ADMITTED! ERRED! "RETURNS" dated 7/22/24/2014, is also ADMITTED or shows that Respondent/BOA never! filed his said admitted! CORRECTIONS, by filing an AMENDED RETURN, which is the subject of WHY Respondent/BOA was to file its said Corrections in its required "RETURN", which is UNTIMELY filed according to Respondent/BOA's own provided RULES SCACR 242(c)(d)(f), and provided absolutely no! EVIDENCE to support Respondent/BOA's claims and (insinuated) allegations under its SCACR Rule 242(b)&(e), which this said SUPREME Court's provided INSTRUCTIONS cc: Copied ALSO to Respondent/BOA's Attorneys "Jody Alan Bedenbaugh, Tara C. Sullivan, Erik Tison Norton, Esquires; dated "JULY 24, 2014", which ADMITTED any! and ALL CORRECTIONS must be filed as a "...AMENDED RETURN that FULLY INCORPORATE ...CORRECTIONS."

3. Respondent/BOA's both said shown ADMITTED! erred "RETURNS" dated 7/22/2014 & 7/24/2014, admits! to its reliance upon Petitioner/ Whaley's "...APPEAL was DISMISSED on FEBRUARY 27, 2014..."⁶ (See attached Exhibits AA, A2, AA1, & AAA), which the Appeals Court's ORDER dated February 27, 2014, wrote/and/or admits! the Appeals Court's reliance upon Respondent/BOA's "...filed MOTION TO DISMISS this APPEAL..." due to the Appeal Court's ONLY! provided written Case LAW "...Henning v. Kaye, 307 S.C. 436, 437, 415 S.E. 2d 794, (1992)"⁷; which Henning v. Kaye is a SUPREME! COURT! RULED DECISION that CONFLICTS! with the APPEAL

⁵ SCACR 242(f) states; "...Return to Petition. Within thirty (30) days after service of the petition, respondent shall serve a copy of his return on opposing counsel, and shall file with the Clerk of the Supreme Court one original and six (6) copies of his return and proof of service showing that the return has been served. The return shall include an argument on each question."

⁶ Respondent/BOA's ONLY! relies upon the RuleS, SCACR, 242(d) (4),(2) & 242(f) admits! that an Argument! is required! to be filed in a "RETURN to Petition", and in a "Content of Petition"/or 242(d)(2) states/or ADMITS that - "...Questions presented for review ONLY! THOSE!! QUESTIONS! RAISED! in the Court of APPEALS! and! in the PETITION FOR REHEARING SHALL!! BE INCLUDED!! in the PETITION! for WRIT of CERTIORARI AS A QUESTION PRESENTED!! TO! the SUPREME COURT." (See Exh. C,C1,C2,C3,C4; Petitioner's filed Appeals Mt for Rehearing)

⁷ See attached Exhibits 1-1-1,1-2,1-3,1-4, 1-4a; Exhibits D, D-0,Da,Daa; Exh. D-1; Exh. A-1a;Exh. A-1b; - are Respondent/BOA's filed "...MOTION to DISMISS APPEAL and Opposition to Appellant's...MOTION FOR JUDGMENT against!! Respondent/BANK OF AMERICA/or/REQUEST to REMAIN that!! said RESPONDENT MATTER BACK to Lower Trial Court with INSTRUCTION, to Enter DIRECT JUDGMENT in FAVOR of Plaintiff/APPELLANT Roger Whaley...dated SEPTEMBER 30, 2013, and Alternatively, MOTION TO STRIKE! PARTS! of APPELLANT's DESIGNATION of MATTER"; Appellant/Whaley's RESPONSE to RESPONDENT/ BANK of AMERICA's...UNTIMELY filed 'ALTERNATIVELY, MOTION TO STRIKE PART of APPELLANT'S DESIGNATION OF MATTER' and MOTION TO DISMISS APPEAL and OPPOSITION to Appellant's Letter to Clerk a/k/a MOTION FOR

COURT's Order Decision of February 27, 2014, that Granted Respondent/ BOA's (UNTIMELY filed) Dismissal-which is pursuant with SCACR Rule 242(b)(3), to be in FAVOR! of PETITIONER/Whaley, when BOA's and! the APPEAL COURT's ONLY provided CASE LAW Henning v. Kaye – NEVER!! SUPPORTED the APPEALS COURT's Granted Dismissals dated FEBRUARY 27, 2014 and MAY 22, 2014, when the Appeals Court's ONLY! provided Case Law Henning v. Kaye, ADMITS! Respondent/BOA's Appeal Court's filed MOTION TO DISMISS was! to be "DECLINED"/or DENIED;

(Whereas this Supreme Court's Case Henning v. Kaye—supports Petitioner/Whaley Writ of Certiorari MUST be Granted. Pursuant with SCACR 242(b)(3)&(5) involves "...Where the decision of the Court of Appeals is in conflict with a prior decision of the Supreme Court." and "...Where a federal question is included and the decision of the Court of Appeals conflicts with a decision of the United States Supreme Court."; as well as involves Rule 242(b)(4) "...Where substantial constitutional issues are directly involved."; along with Rules SCACR (2) & (1).

4. ** Respondent/BOA's above dated erred "RETURNS" ADMITS! in its written Statements and provided ONLY Rules ⁸ under SCACR 242(b)(c)(d)(e)(f), and under SCACR 262(b) ⁹, continue to insinuate, State's! Appeal Court's Granted Orders of 2/27/2014 & 5/22/2014, (although! in error/or otherwise due to BIAS personal known said INTERESTS, involving Respondent/ BOA's added claims and PARTY, with a "FEDERAL!!" alleged! "RECEIVER" Mr. BEATTIE B. ASHMORE,[whose twofold said JOB titles, as an alleged APPOINTED RECEIVER, at! the SAME! time! being on this! SUPREME/or Appeals COURTS BOARD, are against 28 USC 958] which caused Bias Interest involving the said Appeals Court, and POSSIBLY this said SUPREME COURT – whose OFFICIALS who can not rule an UNBIAS Decision, regarding RESPONDENT/BOA's own! ADMITTANCE that PETITIONER/Whaley is indeed a KNOWN!! "VICTIM" involving the THEFT!! of his said MONEY FUNDS, which involves a question , "...Where substantial constitutional issues are directly involved...";

4a): Respondent/BOA also filed its RULE pursuant with SCACR 242(b)(4), which involves Respondent/ BOA's MOTION to DISMISS, pages 2 & 3 dated 10/24/2013, shows BOA Untruthful claims that the Lower Trial Court's May 8, 2012 Hearing, EMAILED!! INSTRUCTED ORDERS of Judge Murphy's, "...Order DISMISSING the COMPLAINT finds that the COMPLAINT was UNINTELLIGIBLE...", which – Respondent/BOA also! ADMITS that –

"...Appellant's!! PRIMARY!! OBJECTION!! appears to be that! the TRIAL! COURT! provided the GROUNDS! for!! its! RULING!! in! an! EMAIL!! to! COUNSEL! for!! BOA! with a COPY! to Appellant! and! SCFCU! and REQUESTED that COUNSEL! for BOA! DRAFT!! the PROPOSED! ORDER...". *(See attached Lower Trial Court's EMAILED ORDER-Exh. Dd, and Respondent/BOA's "RETURN" dated 7/22/24/2014-Exh. AB,1,2,3; Exh. B,1,2). Shows Respondent/BOA.

JUDGMENT against RESPONDENT Bank of America/or Request to REMAIN...pursuant with SCRAP 208[a][2][4] & [b][7]": "APPELLANT/WHALEY'S OBJECTION and DENYS ALL of SOUTH CAROLINA FEDERAL CREDIT UNION'S Frivolous Claims and REQUEST to...APPEALS COURT in its LETTER dated 'OCTOBER 22, 201' addressed to S.C. COURT of APPEALS CLERK, 'Jeriny A. Kitchings'...when SCFCU's OWN!...LETTER! dated 'OCTOBER 23, 2013' QUOTED!!/or CLEARLY! Wrote! that Appellant/Whaley's MOTION is – '...AGAINST! Respondent BANK OF AMERICA', filed dated October 24, 2013; Petitioner/Whaley's "PROOF OF SERVICE" Exh. A-1a, dated OCTOBER 14, 2013; and Appeals COURT's LETTER, dated "OCTOBER 10, 2013" –requesting Petitioner/Whaley's "MOTION FOR JUDGMENT "Deficiency" of his PROOF of SERVICE; Whaley's 9/30/13 Mt Judgment.

⁸ RESPONDENT/BOA's both written erred said dated "RETURNS" & PROOF OF SERVICES (Exhibits, A, A-1; AB,1,2,3, & Exh. B,1,2,); and! the APPEALS COURT's Final Order/or Judgment dated MAY 22, 2014 (See Exh. A-2), shows NEITHER! Respondent/BOA, nor! the APPEALS Court's PROVIDED absolutely! NO! CASE! LAW! which could POSSIBLY!! supports the Appeals Court's ORDERED DISMISSAL on the date 5-22-2014, when the APPEALS Court's February 27, 2014 ORDER only provided CASE LAW Henning v. Kaye indeed RULED to "DECLINED" and/or DENIED!! Respondent/BOA's filed (Improperand UNTIMELY) Motion to Dismiss; which Favored! Petitioner/Whaley's Writ for Certiorari MUST be Granted.

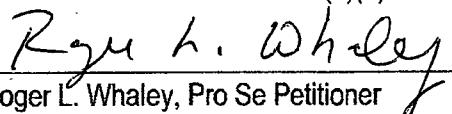
⁹ SCACR 262(b) Service. "...Whenever under these Rules service is required or permitted to be made upon a party represented by an attorney the service shall be made upon the attorney unless service upon the party himself is ordered by the appellate court. Service upon the attorney or upon a party SHALL!! BE! MADE! by DELIVERING A COPY to him or by MAILING it to him at his last known address or, if no address is known, by leaving it with the clerk of court. Delivery of a copy within this Rule means; handing it to the attorney or to the party; or leaving it at his office with his clerk or other person in charge thereof; or, if there be no one in charge, leaving it in a conspicuous place therein; or, if the office is closed or the person to be served has no office, leaving a copy at his dwelling place or usual place of abode with some person of suitable age and discretion then residing therein. Service by mail is complete upon mailing."

5. Respondent/BOA's admitted! Appeal's Court granted Respondent/BOA's (UNTIMELY/and illegal) filed Motion to Dismiss dated 10/24/2013, located on its page 2 & 3, alleged that the Lower Trial Court's "...ORDER dismissing the Complaint FINDS THAT the COMPLAINT was UNINTELLIGIBLE..", allegedly, FIRST **Instructed in a EMAILED ORDER! from the Lower Trial Court's Judge Hearing held on May 8, 2012, written "...in an EMAIL...REQUESTED that Counsel!! for! BOA!! DRAFT! the PROPOSED! ORDER..."**. But the EMAILED ORDER 5-26-12, shows BOTH Counselors were Ordered to present EACH of their own! PROPOSED Order, as well as, see Attached EXHIBITS Transcript(s) dated May 8, 2012 and August 29, 2012, shows Respondent/BOA's said paid! LAW FIRM, Nelson Mullins, Riley & Scarborough, LLP is also UNTRUTHFUL, as to the lower trial Court JUDGE, ADMITS Petitioner/Whaley's filed Complaint and verbal presentation in OPEN COURT admitted! **'...Certainly YOU are very well SPOKEN and Articulate. You have presented YOUR DOCUMENTS and YOUR CASE LAST! TIME! (May 8, 2012 hearing was) VERY! CLEARLY!, and I CERTAINLY! DO RECALL! that you did";**

5a): But Respondent/BOA ADMITS! or shows the said Lower Trial Court (in Error! or Otherwise Bias Interest) approved RESPONDENT/BOA's written PROPOSED ORDER, UNTRUTHFULLY/and Insulting Petitioner/Whaley, by Ordered that Petitioner/Whaley's COMPLAINT and REPRESENTATION of his PRODUCED DOCUMENTS were allegedly "UNINTELLIGIBLE". Pursuant with SCACR 242(b)(2)

5b): Therefore, shows Respondent/BOA both said "RETURNS" are continued! UNTRUTHFUL claims, which are not only! ADMITTING! to BOA's ERRORS/ and is UNTIMELY to this said Supreme Court, which is yet! non-CORRECTED by Respondent/BOA, as to its SECOND "RETURN" is filed INCORRECTLY, since it yet has not filed an AMENDED Correction as of 7/24/2014; but indeed BOA's other filed RULES under SCACR 242 and 262(b), and Petitioner/Whaley's filed rule ROPC 1.7, shows BOA's Law Firm is representing BOA, ALSO is a CONFLICT of INTEREST with Petitioner/Whaley, and Whaley's Cashier's Checks named Payee/CCG, which involves **very serious issues, which Respondent/BOA's ATTORNEYS ADMITS! involves FEDERAL RECEIVER, LAWs that Interferes! with ONGOING! STATE!! COURT! appointed RECEIVER, LAWs which BOA! ADMITS! involves PETITIONER/Whaley! as a "VICTIM", but who is victimized involving BOA - as to QUESTIONS - "where substantial constitutional issues are directly involved.** ¹⁰ Pursuant with SCACR Rule 242(b)(4).

Dated July 31, 2014


Roger L. Whaley, Pro Se Petitioner
8673 Laurel Grove Lane
North Charleston, S.C. 29420

PROOF OF SERVICE NEXT PAGE...

¹⁰ (As the Lower trial court Judge Murphy's verbal ADMITTANCE!! in the said OPEN Trial Court Transcript[s] produced by Petitioner/Whaley in said Appeal Court, shows Respondent/BOA ADMITS! in its said above dated "RETURNS" shows the said TRANSCRIPT HEARINGS were held on the dates "May 8, 2012" and "August 29, 2012", shows where Respondent/BOA's said LAW FIRM Nelson Mullins Riley, Scarborough was UNDISPUTED, named as also! being the STATE!! Court APPOINTED LAW FIRM's ATTORNEY[s] for the Petitioner/Whaley, whom RESPONDENT/BOA admits/or alleges is an alleged VICTIM, involving the THEFT!! involving Petitioner/Whaley's said CASHIERS CHECKS, involved in a FEDERAL COURT CASE matter...involving the SAME IDENTICAL MATTERS within this said STATE!! COURT! CASE, as well as a ALREADY!! CLOSED! STATE! COURT! CASE MATTER, that CLOSED in FAVOR! of PETITIONER/Whaley. See attached Respondent/BOA's OWN! provided EXHIBITS 18, 19, of a **PARTIAL FEDERAL COURT'S TRANSCRIPT** showing Respondent/BOA provided to Petitioner/Whaley IN THE MAY 8, 2012 HEARING, showing THE S.C. Officer SLED, and BOA's HIRED OFFICER, admitting that SAME! Exact! Identical! Claims and PARTIES that were LITIGATED within a CLOSED STATE! COURT Case matter, ruled in favor of Petitioner/Whaley's named PAYEE/CCG and ALL its Subsidiaries, Affiliates - whom RESPONDENT/BOA said continued ERRORS! are attempting to continue the ILLEGAL ACTS of DOUBLE JEOPARDY, to cause intentional HARM to Petitioner/Whaley and OVER 7 TO 14 THOUSANDS of other!!! INNOCENT!!! "VICTIMS" who monies were STOLEN!! and RULED! ONLY within a CLOSED!! STATE! COURT! Litigation. See Petitioner/Whaley's Writ of Certiorari attached EXHIBITS C-2; C2-b; C-2-c; and Exh. 12, j"

IN STATE OF SOUTH CAROLINA
In the Supreme Court
Case No. 2014-001371

APPEAL FROM S.C. APPEALS COURT
Case no. 2012-213208

ORIGINAL APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas
Presiding Replacement Master of Equity/serving as a Circuit Court Judge/Maite D. Murphy
Case no. 2012-CP-18-539

Roger L. Whaley, Pro Se Pro se, PETITIONER,

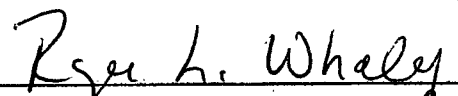
v.

SOUTH CAROLINA FEDERAL CREDIT UNION and BANK of AMERICA.....Respondents.

PROOF OF SERVICE

I certify that I have served Bank of America (as well as provided a copy of BOA's "Return" to SCFCU) a copy Petitioner/Whaley's Reply that's ONLY in Reply to Respondent/BOA, filed Erred Replaced CORRECTION "RETURN" DATED "July 24, 2014" which REPLACED Respondent/BOA's first Erred "RETURN" dated 7/22/2014; Whereas Petitioner/Whaley file's his said REPLY timely within the required (10) days from the date of 7/24/2014, which would be due on August 4, 2014; Therefore ALL proper parties has been served.

July 31, 2014


Roger L. Whaley, Pro Se Petitioner
8673 Laurel Grove Lane
North Charleston, S.C. 29420

cc: NELSON MULLIN RILEY & SCARBOROUGH, LLP
Jody A. Bedenbaugh, S.C. Bar No. 71176
Tara C. Sullivan, S.C. Bar No. 79806
Erik T. Norton, S.C. Bar No. 73860
1320 Main Street/ 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, S.C. 29201
(803) 799-2000 Fax no: 803-256-7500

RICHARDSON & PLOWDEN, LAW FIRM
1900 Barnwell St./P.O. Drawer 7788
Columbia, South Carolina 29202
803-771-4400- Fax no: 803-779-0016

cc: SOUTH CAROLINA APPEALS COURT

WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI

PART 1
ATTACHMENTS - 10



Exh. a

The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA
29211
1231 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE (803) 734-1050
FAX (803) 734-1499
www.sccourts.org

June 25, 2014

Mr. Roger L. Whaley
8673 Laurel Grove Lane
North Charleston SC 29420

Re: Roger Whaley v. SC Federal Credit Union
Appellate Case No. 2014-001371

Dear Mr. Whaley:

This Court has received your Petition for Writ of Certiorari and Appendix, and the case has been assigned the appellate case number that appears above. **Please use this number on all future correspondence relating to this matter.**

All parties to this matter are advised that all filings must comply with the requirements of Rule 242 of the South Carolina Appellate Court Rules (SCACR).

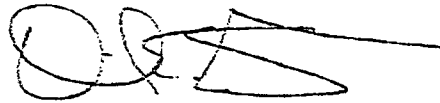
The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at

www.sccourts.org/whatsnew/displaywhatsnew.cfm?indexID=932. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. **This office will not review filings for redaction or to determine if materials should be sealed.**

Very truly yours,

Exh. a-1

A handwritten signature, possibly reading "D. S.", is written over the word "CLERK".

CLERK

cc:

Erik Tison Norton, Esquire
Jody Alan Bedenbaugh, Esquire
Tara C Sullivan, Esquire
Drew Hamilton Butler, Esquire
Sheila Marlouvon Bias, Esquire
Caleb Martin Riser, Esquire
The Honorable Jenny Kitchings

From Email

Exh. 9-2

ROGER WHALEY - Hearing Info 5-8-

Lower Trial Court 5-8-2012

Fw: ROGER WHALEY - Hearing Info 5-8-1

* Attached is the document that was presented by the lawyers at today's hearing with Bank of America and SC Federal Credit Union. The first two pages are notes that my wife took during court. There are 130 pages which are divided into 6 exhibits. Please send a confirmation upon receiving of this email.

Thank you for all of your assistance thus far,

Sincerely,

Roger L. Whaley

THE STATE OF SOUTH CAROLINA
In The Supreme Court

Exh. A

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Case No. 2012-CP-18-0539

Appellate Case No. 2012-213208

South Carolina Federal Credit Union and Bank of
America, ... Respondents,

v.

Roger L. Whaley, ... Appellant.

PROOF OF SERVICE

I certify that I have served Bank of America's Return to Appellant's Petition for a Writ of Certiorari on Roger L. Whaley by depositing a copy of it in the United States Mail, postage prepaid, on July 22, 2014, addressed to him at 8673 Laurel Grove Lane, North Charleston, South Carolina 29420.

July 22, 2014.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:

Tara C. Sullivan

Jody A. Bedenbaugh, SC Bar No. 71176

E-Mail Address: jody.bedenbaugh@nelsonmullins.com

Erik T. Norton, SC Bar No. 73860

E-Mail: erik.norton@nelsonmullins.com

Tara C. Sullivan, SC Bar No. 79806

E-Mail: tara.sullivan@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for Respondent Bank of America

THE STATE OF SOUTH CAROLINA
In The Supreme Court

Exh. A-1

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Case No. 2012-CP-18-0539

Appellate Case No. 2014-001371

Roger L. Whaley, ... Petitioner.

v.

South Carolina Federal Credit Union and Bank of
America Respondents.

PROOF OF SERVICE

I certify that I have served Bank of America's corrected Return to Whaley's Petition for a Writ of Certiorari on Roger L. Whaley by depositing a copy of it in the United States Mail, postage prepaid, on July 24, 2014, addressed to him at 8673 Laurel Grove Lane, North Charleston, South Carolina 29420.

July 24, 2014.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:

Tara C. Sullivan

Jody A. Bedenbaugh, SC Bar No. 71176

E-Mail Address: jody.bedenbaugh@nelsonmullins.com

Erik T. Norton, SC Bar No. 73860

E-Mail: erik.norton@nelsonmullins.com

Tara C. Sullivan, SC Bar No. 79806

E-Mail: tara.sullivan@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for Respondent Bank of America

Exh. ~~1~~ A-1a

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
2012-213208

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

MAITE MURPHY, Master of Equity/Special Serving as Circuit Court Judge

Case No. 2012-CP-18-0539

South Carolina Federal
Credit Union and
BANK of AMERICA

Respondents,

v.

Roger L. Whaley,

Appellant.

PROOF OF SERVICE

I certify that I have served again/or second time to the Respondent(s) Bank of America and South Carolina Federal Credit Union, and this said Appeals Court's Clerk, by Faxing a copy to the Respondent(s) Bank of America and South Carolina Federal Credit Union, or by Hand-delivered and or deposed in the United States Mail, postage prepaid, first mailed on "September 30, 2013" and, now being resent, due to the attached written Request from this Appeals Court's Clerk dated "October 10, 2013" involving Pro Se Whaley's "...Deficiencies" within (10) days to be "...in COMPLIANCE with the SCACR...Form 7 in Appendix C to part II of the SCACR" regarding pro se Appellant Whaley's "Letter to Clerk/ask a MOTION FOR JUDGMENT against RESPONDENT BANK of AMERICA/or REQUEST to REMAIN said RESPONDENT MATTER BACK to LOWER TRIAL COURT with INSTRUCTION, to ENTER DIRECT JUDGMENT in FAVOR of PLAINTIFF/APPELLANT Roger WHALEY" which has been, and now again being recent to ALL Proper Parties in this said case matter, delivered to the below named parties.

Attorney Jody Alan Bedenbath - c/o Attorney Eric Norton, Esq.
Attorney NELSON & MULLINS - Respondent/Defendant/BOA
1320 Main Street, 17th Floor
Columbia, SC 29201
803-799-2000 Fax no. 803-256-7500

Attorney E. Caleb Riser, Esquire - c/o Attorney Drew Butler, Esq.
with LAW FIRM Richardson & Plowden
Attorney for South Carolina Federal Credit Union/Respondent/Defendant
1900 Barnwell St./ P.O. Drawer 7788
Columbia, South Carolina 29202
803-771-4400 - Fax no. 803-779-0016

October 14, 2013

Mr. Roger Whaley, Pro Se
8673 Laurel Grove Lane
North Charleston, SC 29420
la99mont@yahoo.com

Shows -
Appeals Court
Always Accepted
Petitioner Whaley's
Corrected
Deficiencies
has
being
in
Compliance
with
South
Carolina
Appellate
Court
Rule
upheld
with
Appeals
Order
2-27-14
and the
Appeals Court
Law - Honoring
Keye...
Attached
See Exhibits - AAA on AAA

Exh. ~~16~~ A-16

pro se
* * Appeals Court's below shows Appellant/Whaley timely file this
Motion for Judgment - but only needed an corrected proof of
service that was completed timely
by Appellant/Whaley...



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11229
COLUMBIA SOUTH CAROLINA 29211
1016 SUMMIT STREET
COLUMBIA SOUTH CAROLINA 29201
TELEPHONE 803 734-1550
FAX 803 734-1555
WWW.SCCOURTS.ORG

October 10, 2013

Roger L. Whaley
8673 Laurel Grove Lane
North Charleston SC 29420

Re: Roger Whaley v. SC Federal Credit Union
Appellate Case No. 2012-213208

Dear Counsel:

Upon reviewing your "Letter to clerk a.k.a. (motion for judgment against respondent Bank of America) or request to remain that said respondent matter back to lower trial court with instruction, to enter direct judgment in favor of plaintiff Appellant Roger Whaley," the following deficiency or deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR) and any deficiency must be corrected within ten (10) days of the date of this letter:

- The accompanying proof of service is not in compliance with the SCACR. Your proof of service should be substantially in the format shown by Form 7 in Appendix C to part II of the SCACR.

Very truly yours,

Jenny A. Kitchings
CLERK

As Appeals
Court's Order
of Dismissal
2-22-2014
and
Granted
Final
Order for
Judgment
5-22-2014

Exh. #2

The South Carolina Court of Appeals

Roger L. Whaley, Appellant,

v.

South Carolina Federal Credit Union and Bank of
America, Respondents.

Appellate Case No. 2012-213208

ORDER

This appeal was dismissed in an order dated February 27, 2014, and Appellant has filed what this Court construes as a petition for rehearing. After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

R. L. Whaley J.
Drew Hamilton Butler J.
Frik Tison Norton A.J.

Columbia, South Carolina

cc:
Roger L. Whaley
Drew Hamilton Butler, Esquire
Frik Tison Norton, Esquire

FILED
5/22/14

CONFIDENTIAL

Buy at Columbia
Direct Dial 1-800-576-2778
Amazon.com

Respect's

125

B. A.

Completed
with this
Appellate Court's
Order in it

Clark's letter
Dated ~~Sept~~ Aug.
25, 2013. for

But to respond
To feel there
I lived again
On 3rd Feb

Paid for

Only

(1) Respondent
Filing
fee

Request
for
Extension

September 10, 2013

Re: Roger Whaley v. SC Federal Credit Union
Appellate Case No. 2012-213208

Dear Ms. Kiehling:

As Counsel for Respondent SC Federal Credit Union, in the above-referenced case, we respectfully request a 30-day extension of time in which to serve and file our Initial Respondent's Brief and Designation of Matter to be included in the Record on Appeal.

Mr. Whaley, *pro se* Appellant, filed and served his Designation of Matter on what appears to be September 4, 2013, therefore pursuant to this Court's August 28, 2013 letter, our Initial Respondent's Brief and Designation are currently due before the Court October 4, 2013. However, with a 30-day extension of time, by my calculations, our Initial Brief and Designations would be due either before November 4, 2013 or 11-14-13. We find it necessary to request this extension due to our current heavy workload. This is our first request for an extension of time to serve and file the Initial Respondent's Brief and Designation of Matter.

I am enclosing the \$25.00 Filing fee and thank you for your consideration of this request. By copy of this letter, I am notifying Roger Whaley, *pro se* Appellant, of record of this correspondence.

Thank you for your assistance in this matter.

Sincerely,

Shirley M. Blos

Shirley M. Pias
SC Bar # 100808

SMB drb
Enclosure
cc: Roger Whitley, *pro se* (w/enclosures)

CASE - Henry v. The South Carolina Court of Appeals

Exh. AA

Roger L. Whaley, Appellant,

South Carolina Federal Credit Union and Bank of America, Respondents.

Appellate Case No. 2012-213208

ORDER

Respondents South Carolina Federal Credit Union and Bank of America have each filed motions to dismiss this appeal. After careful consideration, this appeal is dismissed because Appellant has failed to comply with the South Carolina Appellate Court Rules. See Henning v. Kaye, 307 S.C. 436, 437, 415 S.E.2d 794, 794 (1992) (noting an appellate court is justified in dismissing an appeal based on an appellant's failure to comply with the South Carolina Appellate Court Rules).

Jasper M. Curator
FOR THE COURT

Columbia, South Carolina

cc:
Roger L. Whaley
Drew Hamilton Butler
Erik Tison Norton
Jody Alan Bedenbaugh
Sheila Marlouvon Bias

Exh. AA

Research Shows...
See Attached
Exhibit AA
shows the
Appellate Court
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Evidence - that was
Attached with the
Requirements of Ru
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Appellate
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Where as
Appellant Whaley
was always
compliance with 5.5
Appellate Court Rules

CASE - Henry v. The South Carolina Court of Appeals
Exh. AA
Research Shows...
See Attached
Exhibit AA
shows the
Appellate Court
in Error for
otherwise due
Bias David Int
Intentionally Retained Appellate
Whaley's - Attached Decen
Evidence - that was
Attached with the
Requirements of Ru
210(C) SCACR - Attor
with Appellan
Whaley
All Correspond - 24
Appellant - Whaley
See Attachment
A - Three - Sub 2
Exh. AA

WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI

PART 2
ATTACHMENTS - 11

*Exh. AA-1 *Research Shows Handwritten Below...*
The South Carolina Court of Appeals

Roger L. Whaley, Appellant,

v.

South Carolina Federal Credit Union and Bank of
America, Respondents.

Appellate Case No. 2012-213208

ORDER

Appellant's Motion for Judgment is denied as to both Respondents. Additionally, Respondent Bank of America's motion to strike is granted. Within thirty days, Appellant shall serve and file an amended Designation of Matter which excludes items two, five, and seven through fourteen. (See Rule 209(b), SCACR (noting the Designation of Matter "may only propose to include . . . materials which may be properly included in the Record on Appeal"); Rule 210 (c), SCACR ("The Record [on Appeal] shall not, however, include matter which was not presented to the lower court or tribunal.")). Further, within thirty days, Appellant shall also serve and file an amended Initial Brief that fully complies with Rule 208, SCACR, and Rule 267, SCACR. Upon receipt of the amended Designation of Matter and Appellant's amended Initial Brief or upon the expiration of thirty days, this court will consider Respondent Bank of America's motion to dismiss.

FOR THE COURT

Columbia, South Carolina

cc:

FILED

11/27/13

*By this 11-27-2013 "Order" - as alleged
By SCFCU + BOA - who Never Requested an
EX-1 in 30 days of Time. All Briefs
Filed BOA's INIT. That was Not Canceled
Nor STAYED!*

*Judge's Written Decision
Not only is not in compliance
with S.C. Appellate Court Rules,
But! this said Appeals "Order"
Does Not - BASE its Rulings Also on
SCACR Rule 240(b)
Which Automatically
STAY! the Time!
Limits! for
Perfecting the
Appeal - until the
Motion is decided!
But! Therefore! Does Show a
Different! in Treatment
in Enforcing!*

*Appellate Court's
Rulings
Issue d!
to Appellant
Whaley
and Respondent
Required!
Brieffs!
of Each!
of their Initial
Briefs
and Designat.
of Matters
that were
Due!
By BOA!
on Oct. 4,
2013,
and
Extended
only! to
SCFCU
and it
11-4-2013
That was Not Canceled
Nor STAYED!*

Exh. AAA

Edward L. HENNING and Carol Sue Henning, Respondents

v.

Herbert KAYE and Max L. Hill Co., Inc., Defendants, of whom Max L. Hill Co., Inc. is Respondent, and Herbert Kaye is Appellant.

Supreme Court of South Carolina.

March 11, 1992.

*437 March 11, 1992.

ORDER

Respondents move the Court to dismiss this appeal. By return, appellant opposes the motion as to respondents Edward Henning and Carol Henning (the Hennings). Appellant does not oppose the motion as to respondent Max L. Hill Co., Inc. (Hill). The motion to dismiss as to Hill is granted.

The Hennings move to dismiss pursuant to Rule 231, SCACR. The Hennings claim that appellant's initial brief fails to comply with Rule 207, SCACR, and that his Designation of Matter to be Included in the Record on Appeal (Designation) is insufficient under Rule 208, SCACR.

By return, appellant's counsel asserts that he has substantially complied with the Rules and that instances of noncompliance were inadvertent technical errors and minor discrepancies. Counsel moves to amend his brief. Counsel further contends that his Designation is clear and specific.

Appellant's brief fails to comply with the Rule 207 in the following particulars: the components of the brief are incorrectly organized and labeled, the issues are not distinctively headed, the table of authorities is not alphabetized or referenced to the body of the brief, the statement of the case contains contested matter and omits required information, and the arguments contain no citations to the record or to the cases listed in the table of authorities.

Counsel is advised that the South Carolina Appellate Court Rules are not mere technicalities but provide the parties and this Court with an orderly mechanism through which to guide appeals in this State. It is incumbent upon counsel to provide material that complies with the Rules and facilitates appellate review.

Although this Court would be completely justified in dismissing this appeal based on appellant's numerous violations of the Rules, we decline to do so and deny the motion to dismiss *438 as to the Hennings. Instead, appellant shall, within fifteen (15) days of this order, serve and file an initial brief that does fully comply with Rule 207, SCACR. No changes shall be made to appellant's arguments except that appellant may add citations to the cases listed in the current table of authorities and references to the record as provided by Rule 207(b)(4).

With his brief appellant shall serve and file an amended Designation that sets forth with specificity the exhibits and other matter he wishes to include in the Record on Appeal. Appellant is reminded that the Record on Appeal shall not contain any matter not presented to the trial court. Rule 209(c), SCACR.

It is so ordered.

Chandler, J., Not Participating

Appeals Court and Respondents Admits Petitioner/Appellant Whaley - filed and amended and for corrected ALL the deficiencies in Whaley's Briefly file of initial brief and

Designation of Matter - But Appellant's Court on Error/objection in even looked + that the Appeals Court Received #150 Petitioner's Whaley's Documented Full disclosure + that supported

ALL - Petitioner's claims were #150 - filed in the lower trial court.

The South Carolina Court of Appeals

Roger L. Whaley, Appellant,

v.

South Carolina Federal Credit Union and Bank of
America, Respondents.

Appellate Case No. 2012-213208

The Honorable Maite D. Murphy
Dorchester County
Trial Court Case No. 2012CP1800539

ORDER

The time for serving and filing the respondent's initial brief and designation of
matter is hereby extended until November 4, 2013.

FOR THE COURT

BY

CLERK

Columbia, South Carolina

cc:

Roger L. Whaley
Drew Hamilton Butler
Erik Tison Norton

Jody Alan Bedenbaugh
Sheila Marlouvon Bias

Nelson
+
Mullins
Law
Firm

Setu

FILED

9-27-13 AB

PLOWDEN

Exh. AAAA

MYRTLE BEACH P.O. Box 5646 • Myrtle Beach, SC 29578

205 Farrow St., Myrtle Beach, SC 29577 P 843 445 1008 F 843 448 1537

CHARLESTON 40 Calhoun St., Suite 225 • Charleston, SC 29407

F 843 605 6590 F 843 605 6590

www.richardsonplowden.com

Research Shows
Respondent-SEFCU - Admits!
It only filed for Extension for SEFCU

October 22, 2013

and Not! Respondent
BGA who over!
Complied with this

Columbia

Direct Dial: (803) 576-3718

sbias@RichardsonPlowden.com

The Honorable Jenny A. Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

Re: Roger L. Whaley v. South Carolina Federal Credit Union
CIA No.: 2012-CP-1800539
Appellate Case # 2012-213208
Our File No. 7130-36

Dear Ms. Kitchings:

Respondent South Carolina Federal Credit Union is in receipt of Mr. Whaley's
Letter to Clerk a/k/a Motion for Judgment against Respondent Bank of
America/Request to Remain [sic] That said Respondent Matter Back to Lower Trial
Court with Instruction to Enter Direct Judgment in Favor of Plaintiff/Appellant Roger
Whaley Pursuant with SCRAP [sic] 208(a)(2), (4) & (7), (hereinafter "Motion"). It
appears this Motion is directed at another party. However, to the extent Mr. Whaley
intended the Motion be directed towards Respondent South Carolina Federal Credit
Union, please accept this letter as our brief Return to the Motion. This Motion is not
proper as against Respondent South Carolina Federal Credit Union. Respondent South
Carolina Federal Credit Union moved this honorable court for an extension of time in
which to file our initial brief. This Court granted the Motion by Order filed September 27,
2013. Accordingly, Respondent South Carolina Federal Credit Union's Initial Brief is not
due until November 4, 2013—13 days from today. Consequently, to the extent
Appellant's motion is directed toward Respondent South Carolina Federal Credit Union
the motion is premature, without merit, and should be denied as against us.

By copy of this letter we are serving pro se Appellant with this response.

Thank you for taking the time to review this letter and with kind regards, I am

Sincerely,

Sheila M. Bias

Sheila M. Bias

SC Bar # 100005

SMB/dfb

Appellate
Court
Order
Letter
Dated
9-25-2013
Exh. AA
8-23-2013
Exh. 5-C
Her
9-27-2013
Exh. 5
aaa

Appellant
Whaley
Complied
with Appellate
Court request
of presentation
which
shows
Also
Compliance
with
Appellate
Order

2-27-2014

Therefore
Shows
Appellate
Order

2-27-2014

is Most-
or Bias
Written
when it
over prior
rulings.

There is Appellate Court's Error possible bias
Respondent BGA - Did not
file its untimely filed
Motion to Dismiss until 10/1/2013 - when Appellate
The Date 10-22-2013 - when Appellate
ordered its initial brief & designation
to be filed by 10-4-13
Appellate's Compliance
with S.C. Appellate Rules



Exh. ²²

The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA
29211

1231 GERVASIS STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE (803) 734-1330
FAX (803) 734-1499
WWW.SCCOURTS.ORG

July 24, 2014

Mr. Roger L. Whaley
8673 Laurel Grove Lane
North Charleston SC 29420

Re: Roger Whaley v. SC Federal Credit Union
Appellate Case No. 2014-001371

Dear Mr. Whaley:

This Court has received your corrections to the footnotes in your return.

If you want this Court to consider these corrections, you will need to serve and file an amended return that fully incorporates these corrections. You will need to provide this Court with an original and 6 copies of the amended return along with a proof of service showing that a copy of the amended return has been served on opposing counsel. The amended return must be served and filed within ten (10) days of the date of this letter.

Very truly yours,

CLERK

cc: Erik Tison Norton, Esquire
Jody Alan Bedenbaugh, Esquire
Tara C Sullivan, Esquire
Drew Hamilton Butler, Esquire
Sheila Marlouvon Bias, Esquire
Caleb Martin Riser, Esquire

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Case No. 2012-CP-18-0539

Appellate Case No. 2012-213208

South Carolina Federal Credit Union and Bank of
America, ... Respondents,

v.

Roger L. Whaley, ... Appellant.

**BANK OF AMERICA'S RETURN TO APPELLANT'S
PETITION FOR A WRIT OF CERTIORARI**

Pursuant to Rule 242(f), SCACR, Respondent Bank of America ("BOA") hereby responds to the Petition for a Writ of Certiorari filed by Appellant Roger L. Whaley ("Appellant"). BOA respectfully requests that this Court deny Appellant's Petition for a Writ of Certiorari. First, Appellant's Petition is largely unintelligible. Failure of a petitioner to present with accuracy, brevity, and clarity the information and arguments that are essential to a ready and adequate understanding of the points requiring consideration will be a sufficient reason for denying the petition. Rule 242(d)(4), SCACR.

Second, to the extent Appellant's Petition can be understood, Appellant's Petition fails to present any important issues of law which would merit the consideration of this Court. There are no novel questions of law at issue; there was no dissent in the decision of the Court.

EXH. AB-1
BOA's Proof of Service
Dated 7/22/14

of Appeals; the subject decision does not conflict with any prior decision of this Court; there are no constitutional issues involved; there is no federal question or any conflict with a decision of the United States Supreme Court at issue; and there are no other special or important reasons to grant Appellant's writ of certiorari. See Rule 242(b), SCACR.

Third, Appellant's appeal was dismissed on February 27, 2014, because Appellant failed to comply with the South Carolina Appellate Court Rules. Although Appellant now seeks further review of this decision, he continues to fail to comply with the South Carolina Appellate Court Rules. For example, Appellant fails to include information required in the Appendix and continues to include information not part of the Record on Appeal. See Rule 242(e), SCACR. Furthermore, Appellant has failed to properly serve BOA with the Petition as it has only been received by fax, which is not a proper method of service, and therefore Appellant has not timely perfected his Petition. See Rules 242(c) and 262(b), SCACR.

Finally, this Court has previously declined to hear this matter. See Orders of this Court dated January 31, 2014, and February 25, 2014.

For the foregoing reasons, Respondent Bank of America respectfully requests that this Court deny Appellant's Petition for a Writ of Certiorari.

Research shows (alleged Licensed Attorneys)
 Issued by BOA on 7-22-2014 - BOA's "Return" ...
 Although BOA issued a SECOULD "Return" for
 Corrections! <signature block next page>
 on 7-24-2014
 without filing it's 2
 "as a Required!!"
 Return Amendment according to this Supreme
 Court of Letters DATED 7-24-2014

Exh. AB-3

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Tara C. Sullivan

Jody A. Bedenbaugh, SC Bar No. 71176

E-Mail Address: jody.bedenbaugh@nelsonmullins.com

Erik T. Norton, SC Bar No. 73860

E-Mail: erik.norton@nelsonmullins.com

Tara C. Sullivan, SC Bar No. 79806

E-Mail: tara.sullivan@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for Respondent Bank of America

Columbia, South Carolina

July 21, 2014.

Exh. B

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Case No. 2012-CP-18-0539

Appellate Case No. 2014-001371

Supreme
Court NO.

and
NO!
Appeals
NO!
is
shown

Roger L. Whaley, ...

Petitioner,

v.

South Carolina Federal Credit Union and Bank of
America, ...

Respondents.

~~Improper Correction~~
BANK OF AMERICA'S RETURN TO WHALEY'S
PETITION FOR A WRIT OF CERTIORARI

2012-213208
Improper
Correction
BOA's proof of
service
7-24-14

Pursuant to Rule 242(f), SCACR, Respondent Bank of America ("BOA") hereby responds to the Petition for a Writ of Certiorari filed by Petitioner Roger L. Whaley ("Whaley"). BOA respectfully requests that this Court deny Whaley's Petition for a Writ of Certiorari. First, Whaley's Petition is largely unintelligible. "Failure of a petitioner to present with accuracy, brevity, and clarity the information and arguments that are essential to a ready and adequate understanding of the points requiring consideration will be a sufficient reason for denying the petition." Rule 242(d)(4), SCACR.

Second, to the extent Whaley's Petition can be understood, Whaley's Petition fails to present any important issues of law which would merit the consideration of this Court. There are no novel questions of law at issue; there was no dissent in the decision of the Court of

** Research found - BOA's
Improper

Correction copy
yet! Emed
now, due to
document
shows

BOA - did
not show
that ~~Whaley~~
Writ of Certiorari
is Appealing!
The
Appeals
Court
NO.

Exh. B-1

Appeals; the subject decision does not conflict with any prior decision of this Court; there are no constitutional issues involved; there is no federal question or any conflict with a decision of the United States Supreme Court at issue; and there are no other special or important reasons to grant Whaley's writ of certiorari. See Rule 242(b), SCACR.

Third, Whaley's appeal was dismissed on February 27, 2014, because Whaley failed to comply with the South Carolina Appellate Court Rules. Although Whaley now seeks further review of this decision, he continues to fail to comply with the South Carolina Appellate Court Rules. For example, Whaley fails to include information required in the Appendix and continues to include information not part of the Record on Appeal. See Rule 242(e), SCACR. Furthermore, Whaley has failed to properly serve BOA with the Petition as it has only been received by fax, which is not a proper method of service, and therefore Whaley has not timely perfected his Petition. See Rules 242(c) and 262(b), SCACR.

Finally, this Court has previously declined to hear this matter. See Orders of this Court dated January 31, 2014, and February 25, 2014.

For the foregoing reasons, Respondent Bank of America respectfully requests that this Court deny Whaley's Petition for a Writ of Certiorari.

< signature block next page >

Exh. B-2

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Tara C. Sullivan

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Columbia, SC 29201

(803) 799-2000

Attorneys for Respondent Bank of America

Columbia, South Carolina

July 24, 2014.

WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI

PART 3
ATTACHMENTS - 10

Exh. C

RICHARDSON

November 4, 2013

Columbia
Direct Dial: (803) 576-3718
sbias@RichardsonPlowden.com

VIA Hand Delivery

The Honorable Jenny A. Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

Re: Roger L. Whaley v. South Carolina Federal Credit Union and Bank of America
C/A No.: 2012-CP-1800539
Appellate Case # 2012-213208
Our File No. 7130-36

Dear Ms. Kitchings:

I am in receipt of Mr. Whaley's November 1, 2013 letter regarding "Respondent South Carolina Federal Credit Union/SCFCU's 10/31/2013 LETTER, SHOWS the Appearance of EXPARTE Communication..."

By way of brief response, Respondent South Carolina Federal Credit Union (SCFCU) did not engage in improper ex parte communications nor did it request a second extension in which to file its initial brief. Our letter of October 31, 2013, was merely to document our discussion with your office about a purely procedural matter, namely, Rule 240, SCACR, which suspends the perfection of the appeal—including the filing of responsive briefs—until any pending Motion to Dismiss has been decided by this Court. Given Respondent Bank of America's Motion to Dismiss, it is our understanding our client's responsive brief will be due subsequent to this Court's decision on the Motion to Dismiss. We fully intend to comply with that deadline.

Finally, it is our position that any request by Appellant for adjudication of this matter on the merits (prior to this Court's ruling on the pending Motion to Dismiss) and before the parties have briefed this appeal should be denied. As stated in my previous letter, if Respondent SCFCU has misinterpreted this rule, please contact me and we will do whatever is required to be in compliance with the South Carolina Appellate Court rules for perfecting this appeal.

By copy of this letter we are serving pro se Appellant and all opposing counsel with this response.

Thank you for taking the time to review this letter and with kind regards, I am

*SCFCU Letter supports - Appellate court officials provided Special favors to opposing licensed Attorneys in this case

the Appellate Required Court Rules - to be upheld w/ brief designation

*SCFCU Letter Shows Appellate Court never

Ordered nor wrote any letter to cancel SCFCU's given deadline

Date Nov. 4, 2013

* to file SCFCU's Required Initial Brief and Designation

Ekh. Ce

Sincerely,

Sheila M. Bias

Sheila M. Bias

SC Bar # 100005

SMB

cc: Roger Whaley, Pro se ✓
Jody Alan Bedenbaugh, Esquire
Erik Tison Norton, Esquire
Drew Hamilton Butler, Esquire
Tara C. Sullivan, Esquire

Exh. C-D

1. 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353

Appellant/Plaintiff Whaley's
APPEAL for Rehearing/for Reconsideration
Pursuant with Rule 84 ACN 321(a):
UPHELD by Appeals Court ONLY provided Case Law
Herring v. Nye 317 S.C. 436 437-438 & E2d 754 (1992)
Actually: Supports Appellant/Whaley's
Motion to Rehear, MUST BE GRANTED, DOZ and 2 Appeals
Court: - Shown continued: Knows or Bias
See Ex. 4A-AAA; Exhibits 1, 4, 4-a, 5, 5-a

Edward J. HENNRICH, Robert KAYE, Appellees, filed stated: "Although the Court never explicitly stated or intimated the Appellees based on apparent mere members of the Rules WE DECLINE to do so OR DEFY THE NATION'S RESPECTS."

A. The Appellees' (the attorney) Appellate Court's OWN signed document (FILED B, at pp. 1-3) PROVIDED IT - and, the said COURT ITSELF - ITS REQUEST - said signed (WRITTEN signed) ADJUDICATION - was entered A 44-444, File 24 - on 3-24-2016 (see pp. 3-4). Such a Court (Federal) Why? (anyway?) COMPLETED (and CORRECTED) the Appellate Court's OFFICIAL (and signed) "FILED NOTICE" (FILED B) - whether (WHOM?) PLAINLY with this Appellate Court's RECEIPT for attached FINAL ORDER - File 24-1213447 - which said (and DEFERRED) to the said Appellate Court's CONFUSION (and/or when the Appellate Court "OVERLOOKED" or "MISAPPEARED" its OWN "ADJUDICATION" - in the signed APPEALS Court's LETTER dated MAY 21, 2017) - and, it was said (and) U.S. SUPREME COURT (FOR OVER a YEAR) about the Appellate Court's APPEALS COURT'S FEELING (and/or) FEEL POSSESSION (and/or) why said (and) FILED NOTICE OF APPEAL and ADJUDICATION (in the Appellate Court's amended NOTICE OF APPEAL - FILED B, in the SUPREME COURT for the COMPLETED YEAR 2017) - up until this said APPEALS COURT's March LETTER (FILED B) - (DATE) MAY 21, 2017 - when the APPEALS COURT - in Error, order to FILE said FEELING (and/or) INTEREST (in the Appellate Court's CURRENT Court, OWN, BOARD MEMBERS (as being an alleged SPECIAL RECEIVER - Mr. BEATRICE B. ASHWORTH, whom: the APPEALS COURT executed - ONLY) - COURT said named REPRESENTATIVE of SOA, and SOPO - provided DOCUMENTED (and/or) not joined) - FEDERAL (and/or) COURT (and/or) QUESTIONS, may INTERFERED with an ON-GOING (and/or) completed STATUTE Court's ALREADY FILED ORDERED Decisions - in which BOTH said REPRESENTATIVE and this said APPEALS COURT - alleged (and/or) involve the SAME (and/or) CLAIMS - involving this Appellate Why? (anyway?) FEELING (and/or) STATUTE COURT, CLAIMS - therefore, state and say (and/or) WHY Appellate Court ONLY FILED (and/or) NOT FILED - or APPEALS (and/or) ADJUDICATION NOTICE OF APPEAL with the said SUPREME COURT - pursuant to SOA/R - Rule 20(d), 44-444 (File B, 12) (File Appellate Why? (anyway?) CLAIMS CORRECTED any requested or ORDERED Differences, as Claimed and CLAIMED) - which Defendant (and/or) FILED (and/or) Appellate Court's ordered OVERLOOKED, BROKEN, and/or MISAPPEARED (and/or) argued (and/or) SOA/R (and/or) (FILED B)

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SCIENCE & SOCIETY

Copy only!

Exh. C-1

THE SOUTH CAROLINA COURT OF APPEALS

Appellate Case 2012-213208
Lower Court Case no: 2012-CP-18-539

Pages 1 of 4
Exhibits - 18

Roger L. Whaley, Pro se	)	Appellant/Plaintiff Whaley's
	)	MOTION for Rehearing/or Reconsideration
Appellant/Plaintiff,	)	Pursuant with Rule SCACR 221(a) ¹
v.	)	UPHELD by Appeals Court's ONLY, provided Case Law
	)	*Henning v. Key, 307, S.C. 436,437,415 S.E.2d 794 (1992)*
South Carolina Federal Credit Union	)	Actually Supports Appellant/Whaley's ²
and Bank of America,	)	Motion for Rehearing, MUST BE GRANTED; DUE also to Appeals
	)	Court's Shown continued! Errors/or Bias
Respondent/Defendants.	)	See Exh. A,AA,AAA; Exhibits 1,2,4, 4-a, 5, 5-a

COMES NOW, pro se Appellant/Plaintiff Roger L. Whaley (Appellant/ Whaley) filing timely the above said Petition/or/Motion, regarding this Appeals Court's "ORDER" dated "2/27/2014" with its Only! GOVERNING Case Law "Henning v. Key, 307 S.C. 426,437,415 S.E.2d 794 (1992)", as Appellant/Whaley files pursuant with SCACR Rule 221(a),(b)&(c), to show this said Appeals Court's continued Overlooked Errors, and/or Misapprehensions/or/intentional/research found Bias Interest (pursuant under the Rules of Canon-for possible Misconduct) -which involves BOTH said RESPONDENTS/BOA and SCFCU's own! Documented alleged Evidence (provided within the said Lower Trial Court and within this said Appeal Court) involving this said Appeals (and Supreme) Court(s) Board Member/Mr. Beattie B. Ashmore/as being governed by an alleged FEDERAL!!! Court appointed Receiver Law - so to interfere with a STATE!!! Court appointed Receiver-Law, which said interference has caused GREAT CONFUSIONS with this said STATE!! Court(s)! case matter involving this Appellant/Whaley's ONLY! filed Claims, that were filed first! ONLY within the said Supreme Court pursuant with SCACR Rule 203(d)(1)(A)(B). *(See Apl Ct's LT 5-21-13/Exh. 4-a).

¹ SCACR 221(a) - "...[a] Rehearing. Petitions for rehearing must be actually received by the appellate court no later than fifteen (15) days after the filing of the opinion, order, judgment, or decree of the court. A petition for rehearing shall be in accordance with Rule 240, and shall state with particularity the points supposed to have been overlooked or misapprehended by the court."

² Edward L. HENNING, v. Herbert KAYE, Appeals ruled states: "...Although this Court would be completely justified in dismissing this appeal based on appellant's numerous violations of the Rules, WE DECLINE to do so and DENY the MOTION to DISMISS..."

A: Whereas, the attached UNDISPUTED Appeals Court's OWN! signed documented EVIDENCE, as well as RESPONDENT's, and the said LOWER TRIAL COURT'S REPORTER, own! shown! WRITTEN signed! ADMITTANCE!! (See Exhibits A, AA & AAA; Exh. 2, 4, 4-a, 5, 5-a, 5-b, 5-b-1, 5-b-2) shows Appellant/Whaley's always!! COMPLIED (and CORRECTED!!) this Appeals Court's ORDERED/or Requested DEFICIENCIES- which IS! INCOMPLIANCE with this Appeals Court's RECENT!! for attached FINAL!! ORDER -Date 2-27-2014) ...which shows and DEFEATS this said Appeals Court's CONFUSION! and/or when this Appeals Court "OVERLOOKED or Misapprehensions" its OWN!! ADMITTANCE!! in the attached APPEALS Court's LETTER dated "MAY 21, 2013" - SHOWING this said S.C. STATE SUPREME COURT!! (FOR OVER!! about a YEAR!!) had within the S.C. APPEALS COURT'S PERSONAL!! filed POSSESSION!! Appellant/Whaley's actual FILED NOTICE OF APPEAL and AMENDMENT of his -Ordered/or Requested Amended NOTICE OF APPEAL - Held ONLY!! in the SUPREME COURT for the COMPLETE!! YEAR 2012!! - UP until this said APPEALS COURT'S attach LETTER (Exh. - DATE! "MAY 21, 2013!!") - which this APPEALS COURT - in Error! due to BIAS said PERSONAL!! INTEREST, of this Appeals & SUPREME Courts' OWN!! BOARD MEMBER!! as being an alleged FEDERAL!! RECEIVER - Mr. BEATTIE B. ASHMORE, whom!! this APPEALS COURT excepted!! - ONLY!! BOTH!! said named RESPONDENTS!! BOA, and SCFCU - provided DOCUMENTED!! EVIDENCE!! - that Joined!! - FEDERAL!! COURT LAW(s)/or QUESTION(s) that INTERFERED with an ONGOING! and/or completed STATE!! Court's ALREADY!! filed ORDERED Decisions - in which BOTH!! said RESPONDENTS! and! this said APPEALS COURT - alleged/or ADMITS! involves the SAME! identical CLAIMS -involving this Appellant Whaley's FILED!! STATE!! COURT!! CLAIMS. Therefore, shows and supports WHY!! Appellant/Whaley ONLY FILED his said NOTICE OF APPEALS! and AMENDMENT NOTICE OF APPEAL within the said SUPREME COURT - pursuant with SCACR - Rule 203(d)(1)(A)(B) (See Exh. 1,2) shows Appellant/Whaley ALWAYS CORRECTED and! requested/or ORDERED Deficiencies, as Ordered said COURT(s). Which Defendant shows this said Appeals Court's continued OVERLOOKED ERRORS, and/or Misapprehensions, pursuant with SCACR 221(a),(b)&(c).

Exh. C-2

As the following is further numbered stated:

1. This Appeals Court's attached Final Order dated "2/27/2014" was written in ERROR/ordue to Bias Interest fraudulently/or in error wrote that this Appeals Court's said Final Order of 2/27/2014 was governed/or ruled that its final decision was pursuant only with the State case law "Henning v. Kays, 307 S.C. 436,437,415 S.E.2d 794(1992)", which in Error//or otherwise wrote that - "...Appellate Court is JUSTIFIED in DISMISSING an Appeal based on an Appellant's FAILURE to COMPLY with the South Carolina Appellate Court Rules...", which is an Error!! Overlooked/or Misapprehended NON-COMplete written above said QUOTED STATEMENT made (appeared intentionally) by this said Appeals Court's said signed Officials, which the said ordered Ruling in that said matter involves the lower trial court's ORDERED TRANSCRIPT, by that said Appellant, pursuant with Rule 207(b)(4), which this Appeals Court did not COMPLETE its above said case law STATEMENT (See Exh. 6,6a,6b,) that's written -

"...Although this Court WOULD BE COMPLETELY JUSTIFIED in DISMISSING this APPEAL based on Appellant's numerous Violations of the Rules, WE DECLINE!!! to DO SO and DENY!!! the MOTION TO DISMISS! "438 as to the Hennings. Instead, APPELLANT SHALL, within (15) days of this Order, serve and FILE an INITIAL BRIEF that does fully comply with Rule 207, SCACR. NO!!! CHANGES!! SHALL!! be MADE!! to APPELLANT's ARGUMENTS!! except that Appellant MAY!! ADD!! CITATIONS!! to the Cases!! LISTED!! in the Current!! Table of Authorities and References to the Record as provided in Rule 207(b)(4)." 3

2. Therefore the above said complete quotation in no. 1, shows this Appellate Court's said Final Order dated "2/27/2014" Overlooked/or/Misapprehended this Appeals Court's OWN! FILED! attached signed LETTERS dated "September 25, 2013" Exh. AA; "MAY 21, 2013", and "AUGUST 23, 2013", along with the attached Lower Trial Court's signed LETTER dated "November 10, 2012" (Exh. 4) from the said lower CIRCUIT COURT REPORTER, Ms. Brenda J. Sigwald, whom this said Appeals Court's officials were also in personal contacts, shows the Lower Trial Court's COURT REPORTER who wrote that the Appellant - "...Mr. Whaley...This is to acknowledge that on NOVEMBER 9, 2012!! I RECEIVED YOUR LETTER and PAYMENT for the TRANSCRIPT of Record in the above matter." - although! the SECOND! Different Court Reporter, did not type and delivered its requested Transcript until in the YEAR 2013, as to WHY this said Appeals Court allowed this Appellant/Whaley to file its INITIAL BRIEF and DESIGNATION of MATTER in the YEAR 2013.

"(See attached Exh. 5-a, & Exh. AA from App Ct); supports Appellant/Whaley's motion for rehearing/or reconsideration must be Granted, pursuant with Rule 221(a),(b),(c), which is upheld by this Appeals Court OWN Case LAW "Henning v. Kays, 307 S.C. 426,437,415 S.E.2d 794 (1992)".

2a): This Appeals Court's Final Order 2/27/2014 in Error/or otherwise, OVERLOOKED the FACT that Appellant/Whaley requested TWO! DIFFERENT Transcripts!! from two different!! Lower Trial Court Reporters, which the last Transcript was not Delivered until in the YEAR 2013, which Appellant/Whaley immediately! provided to this Appeals Court, along with many other filed Lower Trial Court's pleadings attached with his Initial Brief & Designation of matter - but ALL said attachments were RETURNED!! by said Appeals Court to this Appellant/Whaley (See Exh. AA dated "September 25, 2013"), but SHOWS! this Appeals Court accepted!! Appellant/Whaley's INITIAL BRIEF, although it showed Deficiencies to be CORRECTED, which ONLY! ordered Appellant/Whaley to file as his CORRECTION. Appellant/Whaley's said DESIGNATION of MATTER, in which this said Appeals Court indeed ACCEPTED (See Exh. AA), although! this said Appeals Court admits!! it RETURNED all of Appellant/Whaley's ATTACHED DOCUMENTED EVIDENCE, which included Appellant/Whaley's

³ SCACR Rule 207(b)(4) - states "... Failure to Receive Transcript. If appellant has not received the transcript within the allotted time nor received notification of an extension within ten (10) days after the allotted time, appellant shall notify the clerk of the appellate court, and the administrative tribunal in writing."

Transcript(s), therefore made this said Appeals Court's RETURNING of Appellant/Whaley's said Documented EVIDENCE - when against SCACR Rule 210(a)(1)(c) - And is pursuant with Case Law Henning v. Kaye, 307 S.C. 436,437,415 S.E.2d 794(1992) - which NEVER!! SUPPORTED for this said Appeals Court to "DISMISSED" Appellant/Whaley's Appeals Case matter. (See above QUOTE, in number 1)

3. WHEREAS, this Appeals Court's own! filed attached said above signed documents, along with the signed written admittance! also by the Respondent/SCFCU, in its document(s) dated "October 22, 2013", "September 10, 2013", shows and supports this Appeals Court's Overlooked the FACT, as to this Appeals Court's known and UNDISPUTED possible shown BIAS Personal INTEREST - actually!! Overlooked!! with BOTH said named Respondents BOA and SCFCU, Never! filed neither of their Appeals ORDERED! Initial Briefs and Designations (See Exhibits AA, AAA, & Exh. 5), when SCFCU's hired Attorney(s) indeed ADMITS! for shows that this said Appeal Court's 2/27/2014 FINAL ORDER/as well as this said Appeals Court's prior filed Order(s) - provided SPECIAL FAVORS to the RESPONDENT/BOA - since! Respondent/SCFCU ADMITS that SCFCU's hired Attorneys ONLY requested for this said Appeals Court to Grant an EXTENSION to file its Initial Brief and Designation (of OCTOBER 4, 2013) so to file on the DATE "November 4, 2013", but! SCFCU also! never! filed on the date November 4, 2013, and this said Appeals Court NEVER! Cancelled SCFCU the date November 4, 2013 for SCFCU so to have properly and legally filed its required!and ORDERED! Initial Brief and Designation of matter by!! the date November 4, 2013. "(See Exh. 5-a and Exh. AA) supports Appellant/Whaley's MOTION for Rehearing must be Granted;

3a); This Appeals Court in error!or otherwise, OVERLOOKED its own! recorded records which shows the RESPONDENT/BOA - NEVER! filed for ANY KIND of EXTENSION from this Appeals Court's ORDER and/or LETTER dated SEPTEMBER 25, 2013" and "SEPTEMBER 27, 2013" which wrote that "...OUR RECORDS REFLECT the RESPONDENTS' Initial Brief and Designation of matter ARE DUE!! on! OCTOBER 4, 2013..." - which RESPONDENT/BOA MUST have filed BOA's UNTIMELY FILED Motion to Dismiss before! or on the Date!! of OCTOBER 4, 2013, although this said Appeals Court's officials IN ERROR!or due to known BIAS PERSONAL said INTEREST accepted RESPONDENT/BOA's untimely!and FRAUDULENT Claims in BOA's Untimely filed MOTION TO DISMISS that was filed on the date "OCTOBER 22, 2013", in which this Appeals Court's own! filed 2/27/2013 CASE LAW Henning v. Kaye, 307 S.C. 436,437,415 S.E.2d 794(1992) shows that said APPEALS COURT "...DECLINED TO...DISMISS...as to Hennings," and to "...SETS FORTH with!! SPECIFICITY the EXHIBITS!!!! and OTHER!!! MATTER he Wished! to INCLUDE! in the RECORD on APPEAL."

"Rule 210(c) - states "...Matter contained in the Record on Appeal shall be arranged in the following order: the title page, index, orders, judgments, decrees, decisions, pleadings, transcript, charges, EXHIBITS and other materials or DOCUMENTS, and a certificate by appellant."

WHICH indeed! this said Appeals Court OVERLOOKED the ACTUAL FACTS that this said Appeals Court ACCEPTED!! Appellant/Whaley's filed INITIAL BRIEF!! and FILED DESIGNATION!! as being CORRECTED Ordered Deficiencies. "(See Exh. AA - when this Appeals Court ORDERED!! BOTH!! named RESPONDENTS!! to file WITHIN (30) days, OR by the date "OCTOBER 4, 2013" Each! of said Respondents! REQUIRED "Initial Briefs" and "Designation of Matters" - which this said Appeals Court officials in ERROR!or due to BIAS known personal INTEREST - NEVER! Enforced!! NEITHER! said named RESPONDENTS to have COMPLIED! with the said South Carolina Appellate Rules and Procedures - to file NEITHER of their INITIAL BRIEFS and DESIGNATIONS. Due to RESPONDENTS! ONLY! Volunteered!! JOINT APPEARANCE of a (legally!and Unethical!) FEDERAL!! Appointed (alleged) Receiver!! BEATTIE B. ASHMORE (whom both said RESPONDENTS/BOA and SCFCU alleges has a SPECIAL INTEREST, and who is also! located/as being ONE of this said S.C. Appeals and Supreme Courts' BOARD MEMBERS, who is allegedly involved with this Appellant/Whaley's STATE!! COURT!! filed LAWS, which governs Appellant/Whaley's Complaint/Cashiers CHECKS, STATE!! Court appointed RECEIVER- (appointed BY STATE!! Court LAW!! to Represent ONLY! the alleged VICTIMS' same! MONEY and/or PROPERTY INTEREST, in which the said RESPONDENT/BOA - ADMITS!! it indeed has within its POSSESSION...), which included this Appellant/Whaley's said MONEY!or Personal PROPERTY) which provided DOCUMENTED RECORDS!and Court filed LOWER TRIAL COURT'S TRANSCRIPT(s) supported!and shows, the SAME said LAW FIRM, NELSON, MULLINS are (legally!and UNETHICALLY) also! REPRESENTING the RESPONDENT/BOA's said Interest! although! the said LAW FIRM, NELSON, MULLINS...was STATE!! APPOINTED!! to Represent! this said Appellant/Whaley's said STOLEN! MONEY and PROPERTY Interest.

Which this said Appeals Court's ORDER dated 2/27/2014 OVERLOOKED that Appellant/Whaley's filed DESIGNATION and/or Initial Brief - timely, correctly, filed those said claims along with UNDISPUTED DOCUMENTED EVIDENCE...in which this said Appeals court - IN ERROR! RETURNED - "(See Exh. AA) from this said Appeals Court letter dated "September 25, 2014"

Exh. C-4

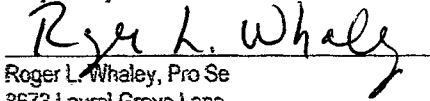
3b): This said Appeals Court OVERLOOKED and or due to Bias known said Interest, did not Consider/or must Grant this Appellant/Whaley's said Motion for Rehearing – when this said Appeals Court's in error/or otherwise Overlooked its own!! ORDER/or LETTER dated "OCTOBER 10, 2013" which admits!! that Appellant/Whaley filed ALSO its MOTION FOR JUDGMENTS, and also! later! filed Appellant/Whaley's filed MOTION TO DISMISS, (which showed and AGAIN!! PROVIDED Appellant/Whaley's Lower Trial Court's filed documented pleadings/and already filed EXHIBITS) which always!! involved Respondent/BOA & SCFCU's UNTIMELY filed alleged MOTION(s) TO DISMISS, when, both! said RESPONDENTS filed MOTIONS to DISMISS were filed AFTER! the dates "OCTOBER 22, 2013", and "NOVEMBER 4, 2013" – which was AFTER!! the DATES! in which this said Appeals Court ORDERED!! the said Respondents to have filed EACH of their file INITIAL BRIEF/and Designation – by each of their given DEADLINE DATE, which was NEVER!! COMPLIED by Neither! named RESPONDENTS, although! this said Appeals Court DUE TO – BIAS known INTEREST – Overlooked those said above UNDISPUTED FACTS, and Granted the said RESPONDENTS Untimely filed MOTION TO DISMISS, and in ERROR/or said OTHERWISE DENIED Appellant/Whaley's MOTION T DISMISS - which INDEED PROVIDED the Documented EVIDENCE attached with said EXHIBITS – which showed Appellant/Whaley's INITIAL BRIEF and DESIGNATION of MATTERS indeed "...CONTAIN...MATTER(s)...PRESENTED TO! THE TRIAL!! COURT." - Which this said Appeals Court indeed! FIRST! ACCEPTED, than!! later!! (admitted! to have) RETURNED Appellant/Whaley's DOCUMENTED EVIEDENCE/and/or EXHIBITS/and Lower Trial Court's TRANSCRIPT(s) – which supported that ALL Appellant/Whaley's CLAIMS in his Initial Brief and DESIGNATION indeed were first "...PRESENTED TO THE TRIAL COURT..." Pursuant with Rule 209, 210, 207(b)(4).

4. Therefore this said Appeals Court 2/27/2014 FINAL ORDER in Error Overlooked/and due to said Bias known personal Interest, did not Consider, and or must Grant Appellant/Whaley's MOTION for REHEARING, when!! this Appeals Court's OWN! written signed! LETTER dated "SEPTEMBER 25, 2013" – admits!!! that indeed Appellant/Whaley's TIMELY and PROPERLY filed INITIAL BRIEF and DESIGNATION of MATTER's attached EXHIBITS and filed Documented Pleadings/which INCLUDED Appellant/Whaley's PAID LOWER TRIAL COURT'S TRANSCRIPT, showed and supported ALL Appellant/Whaley's claims were Claims ALWAYS Discussed also within the said LOWER TRIAL COURT, whereas is in compliance with this said Appeals Court's ONLY provided Case Law "Henning v. Kaye, 307 S.C. 436,437,415 S.E.2d 794(1992)" – which RULED/and ORDERED and/or shows that/or this said APPEALS FINAL ORDER, dated 2/27/2014 – MUST!!! BE DENIED.

WHEREFORE, attached is Appellant/Whaley's (6) copies, and known payment, so to file this timely and proper request to Granted this said Motion for Rehearing/and/or Reconsideration, pursuant with the above said S.C. Appellate Court Rules and Procedures. *(If the said amount of payment is not correct, please contact, and any other immediate payment will be made)

Dated: MARCH 11, 2014

Respectfully Submitted,


Roger L. Whaley, Pro Se
3673 Laurel Grove Lane
North Charleston, South Carolina 29420

CERTIFICATE OF SERVICE

I, declare that all the proper parties has been timely and properly served by CERTIFIED/or OVERNIGHT MAIL, and/or FAXED. As Appellant's declare that ALL that is stated is true and believable and is attached with the documented evidence/and/or EXHIBITS which supports ANY and ALL his Claims, as he has always provided to this said Appeals Court and to the said Lower Trial Court.

cc: Jody A. Bedenbaugh, Esquire, Erik Tison Norton, Esquire, Drew Hamilton Butler, Esquire, Shelia M. Bias,
1320 Main Street, 17th Floor – Columbia, SC 29201 1900 Barnwell St – Columbia, S.C. 29202

Exh. D
if Petitioner/Whaley's Proof of Service to BOA in Appeals Court - in vain, not for judgment - 10-28-2013 shows Petitioner/Whaley always - made known his delivery would for was Del. by FAX and Haver! any Objections makes FAX - delivery "perfected" Bo. Cardin Rule 10(c)

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
Appellate Case No: 2012-213208

Pages 1 of 2
Attachments-2

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas
Maite Murphy, Master of Equity/acting as Special Circuit Court Judge
Case No. 2012-CP-18-05-39

Roger L. Whaley, Pro Se

Appellant/Plaintiff,

South Carolina Federal Credit Union and
BANK of AMERICA

Respondents/Defendants.

APPELLANT WHALEY'S RESPONSE TO Respondent/BANK of AMERICA'S
Conspired Frivolous UNTIMELY FILED
"ALTERNATIVELY, MOTION TO STRIKE PART OF APPELLANT'S
DESIGNATION OF MATTER" and
"MOTION TO DISMISS APPEAL and OPPOSITION TO APPELLANT'S
LETTER TO CLERK A/K/A MOTION FOR JUDGMENT AGAINST RESPONDENT BANK OF
AMERICA OR REQUEST TO REMAIN THAT
SAID RESPONDENT MATTER BACK TO LOWER TRIAL COURT WITH
INSTRUCTION, TO ENTER DIRECT JUDGMENT IN FAVOR OF APPELLANT ROGER WHALEY" DATED
September 30, 2013
"PURSUANT with SCRAP 208(a)(2)(4) & (b)(7)"

Pursuant with SCRAP 208(a)(2)(4)&(b)(7), and Respondent South Carolina Federal Credit Union/or/
SCFCU's attached LETTER addressed to this court CLERK, dated "September 10, 2013",¹ shows SCFCU's ALSO!
NEW!! appeared ATTORNEY "Shelia M. Bias"² ONLY requested for an Extension for Respondent SCFCU, and
had NO!! LEGAL! AUTHORITY!! so to have REQUESTED any type Extension for the Respondent BANK of
AMERICA/or/BOA, pursuant with SC Rules of Professional Conduct/or Rule 1.7.³ Therefore Appellant Whaley
DENIES any and ALL Respondent/BANK of AMERICA/or/BOA's INTENTIONAL UNTIMELY and False allegations
written in its (5) five page above said Motion/and/or Alternative, filed only to delay and attempt to confuse said court.

¹ Wrote "Kitchings" stating - "AS COUNSEL for RESPONDENT SC Federal Credit Union, in the above-reference case, we respectfully request a 30-day EXTENSION of TIME in which to SERVE and FILE our INITIAL RESPONDENT's BRIEF and Designation of Matter to be Included in the Record on Appeal. We find it necessary to request THIS EXTENSION DUE TO OUR CURRENT HEAVY WORKLOAD...I am enclosing the \$25.00 filing fee...for your reconsideration." - Supports that SCFCU only PAID!! for (1) ONE RESPONDENT! to have an Extension...since NO! RECORDS shows that the said Respondent BOA/and SCFCU - NEVER!! was CONSOLIDATED!!/nor JOINT!! as being RESPONDENTS! in which ONLY!! (1) ONE said LAW FIRM could file for the other named above Respondent.
² SCRCU's NEW ATTORNEY Shelia M. Bias, also! NEVER! Properly, nor Legally placed her APPEARANCE within this said appeals Court, as to show whom she was REPLACING with the LAW FIRM "Richardson Plowden". As is required under the Rules of Professional Conduct
³ Pursuant also with this said SC Court of Appeals "ORDER" allegedly FILED 9/27/2013, shows as well, that this said Appeals Court ONLY ORDERED (1) ONE! "RESPONDENT's" Initial Brief and Designation...hereby extended until November 4, 2013."

And Appeal Order - 2-27-2014 provided CASE LAW HERRING v. KAYE, denied - and ruled in favor of Whaley
Supports petitioner's Mot. writ of certiorari - was not.
Final Order 5-22-2014 - Noted as support on appeal NO! CASE LAW - 1st Dkt 5-22-14

Exh. D-2

Pro se Appellant/Whaley further states that:

1. The Respondent/BOA NEVER filed any type (timely/or otherwise) required correspondence in reply to Appellant/Whaley's filed Initial Brief and Designation, pursuant with SCRAP Rules 208(a)(2)(4), that was filed by the Respondent BOA (and its yet!! another!!!! NEW!! alleged Legal Counselor now! "TARA C. SULLIVAN" who has NEVER!! properly/or legally/placed her APPEARANCE in this said Appeals case matter so to acknowledge to this said Appeals Court, nor! to this said Appellant/Whaley, regarding WHAT ATTORNEY did she REPLACE at the Law Firm "NELSON, MULLINS", in order for any! of the Law Firm of NELSON, MULLINS to have had any merit claims in this said Appeals Court regarding the said LOWER TRIAL COURT, where Attorney "Tara C. Sullivan" also! NEVER!! legally placed her said APPEARANCE/nor never! APPEARED in the said Lower lower trial court, which is required pursuant with the S.C. Rules of Professional Conduct, and a the proper authority/Clerk-pursuant with Rule 208 and/or Judge should and/or must discipline, or UPHOLD the required Rules and Procedures Equally and Fairly, pursuant with the Rule under Canon 2, & 3, as the said Lower Trial Court Judge in error/or due to bias Ordered Appellant to participate only with a Federal! Receiver.

2. Appellant/ Whaley already provided DOCUMENTED EVIDENCE to the LOWER Trial COURT, and to this said Appeals Court, (See Ct Transcripts 8-29-2012) VERIFIED also in BOA's own "Procedural Background" paragraphs 2 & 3, dated "OCTOBER 24, 2013", which confirmed the LOWER TRIAL COURT scheduled HEARINGS dated "MAY 8, 2012" and "AUGUST 29, 2012", confirmed Appellant/Whaley provided to ALL PROPER AUTHORITIES parties regarding the said Lower Trial Court's TRANSCRIPTS, that were ORDERED and produced by the Appellant Whaley which shows the LAW FIRM NELSON, MULLIN to be doing an INTENTIONAL CONFLICT OF INTEREST involving the Appellant Whaley's Cashiers Checks named PAYEE/CCG, which RICHLAND COUNTY Circuit Court of Common Pleas APPOINTED the LAW FIRM, NELSON, MULLINS... (since!! the year 2007!!) as being the STATE!!! Court RECEIVER!! Appointed to REPRESENT! Appellant/Whaley's alleged LEGAL RIGHTS as being an alleged "VICTIM" regarding the SAME IDENTICAL Cashiers Checks named PAYEE/CCG- so to RETURN Appellant Whaley's said MONIES in which Respondent BOA/ADMITS!! that it has within its possession. Pursuant with SC Rules of Professional Conduct - Rule 1.7.

WHEREFORE, Respondent/BOA's said filed motion and/or alternative ⁵ was filed frivolously, and must be denied.

Dated: October 28, 2013

Roger L. Whaley
Roger L. Whaley, Pro Se Appellant/Plt
8673 Laurel Grove Lane
North Charleston, South Carolina 29420

CERTIFICATE OF SERVICE

I declare that all proper parties has been faxed, mailed and/or hand-delivered this said Response to BOA filed Motion and/or Alternative.
cc: Andrew H. Butler, Esq. Richard Plowden & Robinson, P.A. 1900 Barnwell St., Columbia, SC 29201; and Jody A. Bedenbaugh, c/o Tara C. Sullivan, 1320 Main Street/17th Floor, P.O. Box 11070 (29211-1070), Columbia, SC 29201

SCRCP 203(d)(1)(A)(ii) - states: "Any final judgment involving a challenge on state or federal grounds to the constitutionality of a state law or county or municipal ordinance where the principal issue is one of the constitutionality of the law or ordinance; provided, however, in any case where the Supreme Court finds that the constitutional issue raised is not a significant one, the Supreme Court may transfer the case to the Court of Appeals."

Respondent BOA "Procedural Background" continued on page 3, wrote that "Appellant's INITIAL BRIEF was SUBMITTED August 10, 2013, and by ORDER of SEPTEMBER 27, 2013, this COURT GRANTED an EXTENSION for RESPONDENTS!!! to RESPOND to the INITIAL BRIEF until NOVEMBER 4, 2013."

and the U.S. Supreme Court - pursuant w/ rule 242(b)(4)(5)

BOA Admits
Never.
Completed
40
S.C.
Appellate
Court
Rule
208(a)
(2)(4)

But Attorney
known
conflict
und by
BOA
that
Nelson
Mullen
Law
Firm
Appointed
State
Receiver
so to!
Return
stolen
money's
same
involving
cashiers
checks
with
BOA.

* Shows
one BOA Attorney
Petitioning
for Attorney's
Cashiers
Checks
Named
PAYEE/CCG

* Shows
consti-
tutional
conflicts
with
federal laws
and the Supreme Court

Exh. D-1

Petitioner Whaley's Letter to Appeals Court in RESPONSE to SCFCU's Attempt to Request the Dismissal of Petitioner's Motion for Judgment That was Filed Against Respondent BOA

THE SOUTH CAROLINA COURT OF APPEALS

Attachments - 2

Roger L. Whaley, Appellant, Pro Se

v.

South Carolina Federal Credit Union and Bank of America, Respondents.

Appellate Case No. 2012-213208
Presiding Lower Court Judge Maite D. Murphy
Dorchester County
Trial Court Case No. 2012-CP-1800539

RE: Appellant/Whaley's OBJECTION and DENYS ALL of South Carolina Federal Credit Union's Frivolous claims and request to this said Appeals Court, in its LETTER date "October 22, 2013" addressed to S.C. Court of Appeals CLERK, "Jenny A. Kitchings" stating "...Mr. Whaley's 'Letter to Clerk a/k/a MOTION for JUDGMENT Against Respondent BANK OF AMERICA... Pursuant with SCRAP [sic] 208(a)(2),(4)&(b)(7)...It Appears!!! this Motion is DIRECTED AT ANOTHER PARTY...' - is filed FRIVOLOUSLY by Respondent SCFCU, Especially! when SCFCU's own! above LETTER! dated "October 23, 2013" QUOTED!!/or Clearly! WROTE! that Appellant Whaley's MOTION is! - "...Against Respondent BANK OF AMERICA";

Dear Clerk:

Accordingly, Plaintiff/Appellant Whaley writes this said response letter, OBJECTING and in Denial to ALL relevant claims in Respondent, South Carolina Federal Credit Union /a/k/a/ SCFCU's Frivolous claims written in its attached letter dated "October 22, 2013" REQUESTING for this said Appeals Court - "...to accept this letter as OUR BRIEF RETURN to the MOTION..." when SCFCU's said Letter - does not state, nor did not even quote! as to what alleged PART of Plaintiff/Appellant Whaley's filed "LETTER to Clerk/a/k/a MOTION ...Against RESPONDENT BANK of AMERICA..." could have possibly!! allegedly appeared!! to also included SCFCU in that! said Motion filed against Respondent Bank of America/a/k/a/BOA. Which makes Respondent SCFCU/or its said lawyer's request - "...to the EXTENT Mr. Whaley INTENDED the Motion be Directed TOWARDS Respondent South Carolina Federal Credit Union... please accept this LETTER as OUR BRIEF RETURN to the MOTION..." - which is moot!!/or is a frivolous request by SCFCU, when, Respondent South Carolina Federal Credit Union ADMITS!! in its LETTER that SCFCU!! already!! - "...MOVED this honorable court for an EXTENSION of TIME in which to FILE OUR INITIAL BRIEF. This Court GRANTED the MOTION by Order filed September 27, 2013. Accordingly, Respondent South Carolina Federal Credit Union's INITIAL BRIEF is not due UNTIL November 4, 2013 - 13 DAYS from today."

WHEREFORE, Respondent SCFCU can be assured, Appellant Whaley's said Motion is clearly written involving the Respondent Party/BOA, since Respondent SCFCU, did! not! quote! what part of Appellant's said Letter/a/k/a MOTION could have possibly targeted South Carolina Federal Credit Union, in that! said Motion.

"By copy of this letter is being served.." on ALL proper above named Respondents BOA and SCFCU.

Date: October 24, 2013

To: Honorable Jenny A. Kitchings
Clerk, S.C. Court of Appeals; 1015 Sumter St, Columbia S.C. 29201

Respectfully,

Roger L. Whaley
Roger L. Whaley, Pro Se

**WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI**

**PART 4
ATTACHMENTS - 10**

Exh. F

INITIAL BRIEF OF APPELLANTS
THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[Case no. 2012-213208]

APPEAL FROM COUNTY OF DORCHESTER
IN THE COURT OF COMMON PLEAS
Maite D. Murphy, Master of Equity/acting as/Special Circuit Court Judge

Lower Court Case No. 2012-CP-18-0539

ATTACHED -EXHIBITS -25/ Part 1 and Part 2

Roger L. Whaley, Pro Se

Appellant/Plaintiff,

v.

South Carolina Federal Credit Union and
BANK of AMERICA,

Respondents/Defendants.

COVER SHEET - BLUE

[INITIAL] BRIEF OF APPELLANT/Plaintiff-WHALEY
Pursuant with SCRCR RULE 203(d); 207; & 208(a)

*See Attached
proof of Service*

Roger L. Whaley
Pro Se Appellant
8673 Laurel Grove Lane
North Charleston, S.C. 29420
la99mont@yahoo.com

Exh. Dd

- Compose
- Inbox (1616)
- Drafts (89)
- Sent
- Spam (446)
- Trash (18)
- > Folders
- > Recent
- Sponsored

Monster.com
5 Questions That Will Not Get You Hired

Lower Court Records Shows! and Admits! Plaintiff Whaley's

Documents Exhibits Always Showed Also! Handwritten
2012-CP-18-0539(2) *Research Findings* *located on the*

To: Carolyn Ayer
Subject: 2012-CP-18-0539

Carolyn,

Will you please email the parties the following request? The pro se Plaintiff's email address as he stated in Court is: La99mont@yahoo.com.

Dear Gentlemen,

Upon review of the pleadings, evidence presented and arguments of both parties I would request that counsel for the Defendants South Carolina Federal Credit Union and Bank of America please prepare a proposed Order that includes the following findings of fact and conclusions of law: The Complaint fails to meet the minimum pleading requirements of Rule 8(a) of the SCRPC; The Complaint fails to state facts sufficient to constitute a cause of action and is dismissed with prejudice pursuant to 12(b)(6) of SCRPC; The Complaint is deficient in establishing standing of the Plaintiff as the exhibits attached to the complaint do not establish that the Plaintiff is either a party to the checks in question nor does he have any interest in the checks; and the Plaintiff has the option of pursuing his interests in the ongoing receivership action in Federal Court.

Mr. Bedenbaugh, please copy Mr. Whaley with a copy of the proposed Order when submitting it to the Court. Also, please submit a hard copy, rather than via email. Thank you for your time and attention to this matter.

Best regards,

Walter Murphy
Master in Equity for Dorchester County
Special Circuit Court Judge
5200 East Jim Bilton Blvd.
St. George, SC 29477
(843)832-0001

YAHOO! ADVERTISING SOLUTIONS
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Handwritten
the
Writings on the
SAID Exhibits
add
Defendants!
Relief
on the SAID
Handwritten
Writings on
the SAID
Exhibits
Therefore
pursuing
with

Handwritten
SCFCU's Admitted!
Plaintiff Whaley
Documents Exhibits
Always Showed Also!
Handwritten
Research Findings
located on the
2012-CP-18-0539(2)
To: Carolyn Ayer
Subject: 2012-CP-18-0539
Carolyn,
Will you please email the parties the following request?
The pro se Plaintiff's email address as he stated in Court is:
La99mont@yahoo.com
Dear Gentlemen,
Upon review of the pleadings, evidence presented and arguments of both parties I would request that counsel for the Defendants South Carolina Federal Credit Union and Bank of America please prepare a proposed Order that includes the following findings of fact and conclusions of law:
The Complaint fails to meet the minimum pleading requirements of Rule 8(a) of the SCRPC; The Complaint fails to state facts sufficient to constitute a cause of action and is dismissed with prejudice pursuant to 12(b)(6) of SCRPC; The Complaint is deficient in establishing standing of the Plaintiff as the exhibits attached to the complaint do not establish that the Plaintiff is either a party to the checks in question nor does he have any interest in the checks; and the Plaintiff has the option of pursuing his interests in the ongoing receivership action in Federal Court.
Mr. Bedenbaugh, please copy Mr. Whaley with a copy of the proposed Order when submitting it to the Court. Also, please submit a hard copy, rather than via email. Thank you for your time and attention to this matter.
Best regards,
Walter Murphy
Master in Equity for Dorchester County
Special Circuit Court Judge
5200 East Jim Bilton Blvd.
St. George, SC 29477
(843)832-0001

Lower Court Judge's Email Ordered
Both! Defendants! - SCFCU & BOT
Please prepare a proposed Order that
Includes!... Plaintiff... Exhibits Attached!
to the Complaint... is... the
CHECKS!! in Question... and
the Plaintiff HAS the Option of pursuing his
Interests in Ongoing! Receivership Action
in Federal! Court...

Available on iOS and Android

Exh. E

Plt. + Mr. Whaley's Designation of Matter
Filed in Appeals Court
Involving Same Document
of Records
Lower Trial Court...

FORM 14
DESIGNATION OF MATTER TO BE
INCLUDED IN THE RECORD ON APPEAL

Pages 1 of 2

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Maite Murphy, Master of Equity/Serving as Special Circuit Court Judge

Case No. 2012-CP-18-539

Roger L. Whaley/Pro se

Appellant/Plaintiff,

v.

SOUTH CAROLINA FEDERAL CREDIT UNION and
BANK OF AMERICA

Respondents/Defendants.

DESIGNATION OF MATTER TO BE
INCLUDED IN THE RECORD ON APPEAL for the INITIAL BRIEF

Appellant proposes the following be included in the Record on Appeal, along with Appellant's returned Attached below Exhibits:

1. Judge's E-mailed Order of May 29, 2012;
2. UCC Section 3-312 showing "REMITTER is the PROPER PARTY to CLAIM, when Cashier Checks has not been Delivered to PAYEE". Confirmed in Plt/Appellant's Complaint;
3. **NELSON, MULLIN, RILEY & SCARBOROUGH, LLP, also Richland County STATE! COURT! Appointed Receiver/ Attorney LAW FIRM - SINCE or Before "JULY 26, 2007" for Appellant/Plt's Cashier's Checks named PAYEE- CCG & CCG's Constituents Which includes Appellant/Whaley; Shows NELSON, MULLIN's Intentional PROFESSIONAL MISCONDUCT doing Conflict of Interest/Conspiracy & Fraud against NELSON, MULLIN'S LAW FIRM'S Also APPOINTED STATE!! COURT! CLIENTS CCG & CCG Constituents - WHEN Nelson, Mullin., is ALSO AttorneyS for Respondent BOA;**
4. Respondent NELSON, MULLINS, Riley & Scarborough's LETTER "May 31, 2012";
5. U.S. District Court's 1/11/2013 Electronic Filed CASE ORDER REASSIGNED/or Forced Replacement of Federal Judge Margaret B. SEYMOUR-involving CCG's CONSTITUENT'S FILED BANK CHARGES against BANK of AMERICA...
6. STATE of SOUTH Carolina County of Dorchester's ORDER dated Sept. 17, 2012
7. RICHLAND COUNTY STATE! COURT! LETTER from South Carolina Attorney General-dated "December 7, 2010" - shows Richland County State!!! Court!! ACCEPTED "PRO SE" Volunteered DEFENDANTS/which may include/Appellant/ Plt-Whaley - REGARDING RESPONDENTS Same!! Volunteered!! INTERVENED filed Federal Claims and Parties - since in the year 2007- RespondentS Case no. 3:2007-MC-00135-MBS-placed in the said Dorchester Court State Case matter.
8. South Carolina Attorney General's Website Summary dated MAY 12, 2011-involving BOTH Respondents/and Lower Trial Court! REQUEST for Appellant/Plt to (illegal) INTERVENE in the Richland County FEDERAL! Court! case matter filed since AUGUST 1st 2007 - regarding the SAME CLAIMS/PARTIES are MOOT showing DOUBLE JEOPARDY/and Collateral Estoppel - since! the Richland COUNTY STATE!! Court! shows it FIRST!! FILED SAME!! CLAIMS and PARTIES since "MAY 21, 2007" /and filed a SECOND /Dismissal of SCAG's Claims on "DEC. 13, 2010" THAT ALREADY!! "RESOLVED" and GRANTED FULL RELEASE and DISMISSED ALL and ANY of the STATE!! COURT'S! Complainant SCAG's Civil & Criminal Claims Since NOVEMBER 21, 2007/ NOVEMBER 26, 2007/&R NOVEMBER 28, 2007 involving the RETURN of ALL!! CCG and Daniel Development Groups' MONIES and PROPERTIES/which involves Appellant/Plt-Whaley's said CASHIERS Checks AND its named PAYEE/CCG, along with ALL PROPERTIES and/or Monies of the Business 3-HB's and any/or all its Subsidiaries/and Affiliate Businesses and Businesses- Constituents/Participants - and Agents/IRs

Exh. E-1

2

9. The Richland County's STATE! COURT's JUDGE, SCAG, and DEFENSE Attorneys CONSENT **ORDER TO CEASE AND DESIST** Stamp Dated "September 26, 2007"
10. Richland County STATE!! COURT! Case HISTORY SHEET in State Court Case no. 2007-CP-40-03116 – shows RESPONDENTS' FEDERAL COURT Judge Margaret B. Seymour and her Federal Receiver – Ashmore's (illegal) Request to INTERVENE in said STATE COURT on OCT. 10, 2007/held on OCT. 11, 2007- and Volunteered as a MATERIAL WITNESS in said STATE!! COURT! on the Date OCT. 12th 2007 - Therefore SHOWS both! RESPONDENTS INTERVENED Federal Officials Seymour and Ashmore were ALWAYS also! VOLUNTEERED Participants within S.C. RICHLAND COUNTY STATE COURT, involving Appellant/Whaley's said Cashier's Checks ALONG with the RESPONDENT/BANK OF AMERICA's also! hired LAW FIRM – Nelson, Mullin, Riley...
11. 4th CIRCUIT COURT'S Appeals Court ORDER dated "MARCH 20, 2012" – involving ALSO Federal Judge MARGARET B. SEYMOUR – with the Business -Westinghouse Savannah Rivers - whom the 4th CIRCUIT COURT also FORCED and "DELETED" the SAME FEDERAL COURT JUDGE for interfering and/or PERSONALLY INTERVENING in a Case Matter- that FEDERAL JUDGE S.B. SEYMOUR was ALWAYS known!! as a PERSONAL INTERESTED PARTY, just as Federal Judge M.B. SEYMOUR- was FORCEFULLY REMOVED from Appellant/Whaley's Cashier's Checks' named PAYEE/CCG's other! Constituent's filed LAW SUIT filed against the RESPONDENT BANK OF AMERICA, along with other CONSPIRE /and found! Corrupted BANK(s); **EVEN SUPPORTED by U.S. ATTORNEY GENERAL'S OFFICE of Mr. Eric Holder...** and/or the DEPARTMENT OF JUSTICE – who ADMITS also! to BANK OF AMERICA and many of its subsidiaries YEARS of found CORRUPTIONS illegally placed upon the INNOCENT PEOPLE of the Communities, which includes Appellant/Whaley.
12. Richland County MOTION FOR RELIEF FROM ORDER dated "OCT. 9, 2007" – Shows when the Lower Trial Court Granted BOTH! RESPONDENTS/Subsidiary/and-or Affiliate – **FIRS CITIZEN BANK**/and said Bank's hired ATTORNEY–McGuffin – Confirms how & Why! BOTH! RESPONDENTS' Volunteered!! and placed in the lower STATE trial court, the FEDERAL!! PARTIES; Receiver-Beattie B. Ashmore and FEDERAL JUDGE M.B. SEYMOUR – whose always! INVOLVEMENT!! in the RICHLAND COUNTY'S STATE!! CIVIL and CRIMINAL Court - Case MATTERS – filed by SCAG – who AGREED!! to RESOLVED and GRANTED ORDER(s) of RELIEF since the YEAR 2007– only in the FAVOR of Appellant/Whaley's Cashier's Checks' NAMED PAYEE/CCG and ALL its Constituents, named Subsidiaries, and ALL its named AGENTS and IRs, as well as CCG's Intervened PRO SE.
13. RICHLAND COUNTY's ORDER UNDER SEALGRANTING MOTION FOR RELIEF FROM OrderS, Dated NOVEMBER 21, 2007, shows in that said ORDER, the actual!! NAMES of the Lower Trial Court and RESPONDENTS Intervened FEDERAL COURT JUDGE Margaret B. SEYMOUR and FEDERAL RECEIVER Beattie B. Ashmore- who (illegally/and Unethically) was a MATERIAL WITNESS/and/or PARTICIPANTS within the Richland County STATE!! COURT! who REQUESTING/and FROZEN the MONEY FUNDS involving Appellant/Whaley's CASHIER'S CHECKS named PAYEE/CCG's MONIES and PROPERTIES, and NEVER! (Legally) the FEDERAL Court; which shows the LOWER Trial COURT JUDGE ERRED in its FINAL ORDER(S) June and September 2012, Ordered/or Requested Appellant/ Whaley to ONLY GO to the said FEDERAL COURT JUDGE M.B. Seymour and Federal Receiver-Ashmore so to RETURN his MONIES, when RECORDS SHOWS!! ONLY!! the RICHLAND COUNTY STATE! COURT! Officials (illegally/or otherwise) FROZED Appellant/Whaley's Cashier's Checks named PAYEE/CCG's MONIES and PERSONAL PROPERTIES also involving CCG's Subsidiaries/and/or Facilities Monies and Properties.
14. 28 U.S.C. § 157 : US Code - Section 157: is the LAW provided by both RESPONDENTS/and the lower trial court who ORDERED/to intervened FEDERAL JUDGE Margaret B. Seymour's said LAW- that was filed ONLY!! (illegally) within the Richland County STATE!! COURT! so to REMOVE!! Appellant/Whaley's Cashier's Checks' named PAYEE/CCG's filed BANKRUPTCY PETITION – so to have been PLACED ONLY within the said State!! Court! on OCT. 12, 2007 – which caused the (illegal) Removals of MONIES and or Properties involving Appellant/Whaley's said Cashier Checks since the year 2007 – up until in this year 2013

I certify that this designation contains no matter which is irrelevant to this appeal. And as a Pro Se, Appellant/ Whaley has attempted to follow the ordered requests of the said Appeals Court's Signed Letter dated "August 23rd 2013", but! the said Appeals Court's ENVELOPE shows the said LETTER was not MAILED until on the DATE "AUGUST 26, 2013" and was received by Appellant Whaley until on August 28, 2013; Otherwise to state, this said Appeals request pursuant with SCACR 209."Designation" has been filed within the proper time REQUIREMENTS Ordered by this said Appeals Court's Clerk– not counting the HOLIDAYS and also Weekends. Therefore, if there are any further! corrections to be made, please do not hesitate to contact, as PRO SE Appellant- obtained this said FORM 14 from this said appeals court's requested website.

September 4, 2013

Roger E. Whaley
Roger E. Whaley
8673 Laurel Grove Lane
North Charleston, South Carolina 29420

CERTIFICATE OF SERVICE

I, Mr. Roger Whaley has properly faxed, mailed and or hand-delivered this said REQUESTED DESIGNATION to ALL PROPER PARTIES, in this said case matter.

cc: Drew Hamilton Butler, Esquire – Mr. E. Caleb Riser, Esquire LAW FIRM – Richardson & Plowden – Attorneys-for-SCFCU
cc: Mr. Jody Alan Bedenbath – c/o Mr. Eric Norton, Esq. with Law Firm NELSON & MULLINS –Attorney for BOA

Exh. F-0

*Petitioner/Whaley's
Proof of Service by
his Initial Brief -
Agreed to be faxed -
or otherwise. Never!
Objected by BOA
officials.

FACTS continues...

FACTS FURTHER ARE the lower trial court's SWORN TRANSCRIPT dated 5/8/2012 pages 3-8, confirms that ONLY the Respondents/Defendants ADDED the FEDERAL CLAIMS Case no. 3:07-MC-00135-MBS involving the FEDERAL RECEIVER-BEATTIE B. ASHMORE and FEDERAL U.S. District Court Judge MARGARET B. SEYMOUR - to be discussed within Appellant/Plaintiff/Whaley's filed COMPLAINT which NEVER made such references. ⁷ And according to Respondents/Appellants both! filed their MOTIONS pursuant with 12(b)(6) - shows in accordance with Toussaint v. Ham, 292 S.C. 415, 357 S.E.2d 8 (1987)...shows the Lower Trial Court's GRANTED DISMISSAL CAN NOT SURVIVE.

CONCLUSION

For the reasons stated, this Court should reverse the judgment of the circuit court.

AUGUST, 10, 2013

Respectfully submitted,

Roger L. Whaley
Mr. Roger Whaley, Pro Se
8673 Laurel Grove Lane
North Charleston, SC 29420

CERTIFICATE OF SERVICE

I hereby certify that all the proper parties will be or has been served within proper time limited, as to Pro Se Appellant/Plaintiff/ Whaley's Initial Brief by mail, hand-delivered, and or faxed. And if there are any errors, please do not hesitate to inform this said Appellant/Whaley.

cc: Mr. Jody Alan Bedenbauth - c/o Mr. Eric Norton, Esq.
Attorneys NELSON & MULLINS - Respondent/Defendant/BOA
1320 Main Street/ 17th Floor
Columbia, SC 29201
(803) 799-2000 Fax no. 803-256-7500

cc: Mr. E. Caleb Riser, Esquire - c/o Mr. Drew Butler, Esq.
with LAW FIRM Richardson & Plowden
Attorney for South Carolina Federal Credit Union/Respondent/Defendant
1900 Barnwell St.
P.O. Drawer 7788
Columbia, South Carolina 29202
803-771-4400 - Fax no. 803-779-0016

Pg 4-

⁷ The ruling on a Rule 12(b)(6) motion to dismiss must be based solely upon the allegations set forth on the face of the complaint. State Board of Medical Examiners v. Fenwick Hall, Inc., 300 S.C. 274, 397 S.E.2d 453 (1990). A Rule 12(b)(6) motion 603*603 may not be sustained if facts alleged and inferences reasonably deducible there from would entitle the plaintiff to any relief on any theory of the case. Toussaint v. Ham, 292 S.C. 415, 357 S.E.2d 8 (1987)

Exh. F-1 of Plaintiff Whaley's Initial Brief Argument
THAT SCFCU's Mt. to Dismiss - Admits!
Appeals! Court - Granted BOA's Dismissal for
Mt to Strike - WAS due to only "Offending!"
Portions!" Filed in

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1. BECAUSE LOWER TRIAL COURT'S SWORN TRANSCRIPTS CONTRADICTS!!OR SHOWS FRAUD!WHEN the LOWER TRIAL COURT APPROVED ITS SENT EMAIL 5/29/2012 "INSTRUCTED" WORDINGS to be DRAFTED IN ITS Final ORDER of DISMISSAL FILED "JUNE 27, 2012", AND ONLY UPHOLD ITS SAME RULINGS ON "SEPTEMBER 17, 2012" - WHICH THE TRIAL COURT Trans. SHOWS it BASED ITS ORDERED DISMISSAL WITH PREJUDICE OF APPELLANT/Plaintiff/WHALEY'S COMPLAINT AND ATTACHED DOCUMENTED EVIDENCE, was by INTENTIONALLY MISLEADING!or WRONGFULLY PROVIDED Illegal! MISQUOTATIONS TO A PRO SE LITIGANT/COMPLAINT /PLEADINGS, FILED AS PRO SE, *(See Trans. 8/29/2012 Pg 11, Lines 4-8) SHOWS the TRIAL COURT UNLAWFULLY CLAIMED "...WHEN YOU REPRESENT!! YOURSELF!! YOU ARE HELD!! TO THE SAME!! STANDARDS! AS IF YOU ARE AN ATTORNEY. SO I HAVE TO FOLLOW THE SAME!! STANDARDS AS FAR AS THE RULES OF LAW AND THE RULES OF PROCEDURES, AS FAR AS THAT IS CONCERNED." WHEN "HAINES V. KERNER Sci. 594" STATES OTHERWISE, (See Footnote 1. and TRIAL COURT'S TRANSCRIPT 8/29/2012 Pg 5, Lines 3-5 & Lines 12-25; & PG 6, Lines 1-23; & PG 7, Lines 1-25; Shows APPELLANT/ WHALEY/PRO SE filed REASONS FOR HIS REQUESTED "DISQUALIFICATION" of the SAID TRIAL COURT JUDGE'S. SENT EMAIL DATED MAY 29, 2012, HAD Personal BIASED INTEREST/APPEARANCE! OF SPECIAL FAVORS TO LICENSED ATTORNEY(s), WHEN THE TRIAL COURT JUDGE GAVE ITS REASONS FOR REQUESTING RESPONDENTS/Defendants to DRAFT the LOWER TRIAL COURT'S PROPOSAL WAS ONLY!! BECAUSE "...AS FAR AS HAVING COUNSEL DRAFT A PROPOSED ORDER, THAT IS VERY CUSTOMERY, ESPECIALLY!! SINCE I DON'T!! HAVE!! A LAW!! CLERK! With the VOLUME of CASES that SOMETIMES COME!! IN!! IT!! REALLY!! JUST! PUTS! EXTRA!! WORK! ON! THEM!!" Shows request SPECIAL FAVORS because JUDGE CAN'T AFFORD A LAW CLERK, AND DUE TO TRIAL COURT JUDGE DID NOT HAVE TIME to ACTUALLY READ ANY! OF APPELLANT/WHALEY'S COMPLAINT AND DOCUMENTED ISSUES. (CANON 2A, 3E[1][a]) & SCRCP Rule.15[b]); & (Trans. 5/8/2012 Pg 11, Lines 16-17; & Pg 13, Lines 15-19; & T. 8/29/12 Pg 6, Lines 11-20)

2. THE TRIAL COURT INTENTIONALLY! MISQUOTED/OR GREATLY ERRED IN ITS DISMISSAL OF APPELLANT/WHALEY'S COMPLAINT, WHEN IT Volunteered AND provided LAWS CONCERNING A PRO SE LITIGANT STANDARDS ARE! TO BE HELD AT THE SAME!! Standards AS AN ATTORNEY, WHEN NEITHER! RESPONDENTS IN THEIR JOINT! MOTIONS TO DISMISS, NEVER!! DENIED any! APPELLANT/WHALEY'S COMPLAINT CLAIMS/or ANY OF HIS FILED PLEADINGS- (which a DENIAL is REQUIRED PURSUANT WITH SCRCP 8[d]), WHEN Records SHOWS RESPONDENTS ONLY! ADDED! their OWN ADDITIONAL Federal CLAIMS Case 3:07-MC-0135-MBS (Trans. 5/8/2012 Pgs 3-12) in ONGOING STATE!! MATTERS - *THAT WERE added CLAIMS NEVER! PART OF APPELLANT/Whaley's COMPLAINT CLAIMS, which APPELLANT/WHALEY'S COMPLAINT CAN!! SURVIVE THE LOWER TRIAL COURT ORDER OF DISMISSAL. As "... Rule 12(b)(6) Motion 603*603 May not be Sustained if Facts alleged and Inferences reasonably deducible there from would Entitle the Plaintiff to ANY Relief on any Theory of the Case, Toussaint v. Ham, 292 S.C. 415, 357 S.E.2d 3 (1987) "; & Rooker/Feldman Doctrine; RESPONDENTS Joint MOTIONS to DISMISS/MEMO Pgs 2, ADMITS!! UNDER ITS OWN "STANDARD OF REVIEW" STATES "Generally, in CONSIDERING a 12(b)(6) Motion, the TRIAL COURT MUST!! LIMIT!! ITS REVIEW! TO!! THE ALLEGATIONS! SET! FORTH! IN THE COMPLAINT. Stiles v. Onorato, 318 S.C. 297, 457 S.E. 2d 601 (1995) "; See Trans. 8/29/12 Pg 9, Lines 11-25, & Pg 10)

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¹ Haines v. Kerner, Sci. 594 and Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957) - "...IT WAS HELD THAT A PRO-SE PLEADING REQUIRES LESS STRINGENT READING THAN!! ONE DRAFT! BY A LAWYER." - Which Lower Trial Court's ORDER OF DISMISSAL WITH PREJUDICE- is indeed AGAINST Haines v. Kerner's LAW; and supports the JUDGE'S MISCONDUCT & Disqualification pursuant with CANON 2A, 3E[1](a)

² As According to the LOWER TRIAL COURT'S "MAY 8, 2012" TRANSCRIPT Pgs 3, LINES 10-25; & Full Pgs 4-7, & Pg 8, Lines 1-24; SHOWS BOTH RESPONDENTS/AGREED to their JOINT MESSAGES PRESENTED TO THE TRIAL COURT, WHEN RESPONDENTS! VOLUNTEERED! THEIR OWN! ADDED! ADDITIONAL! CLAIMS! TO be ADDED TO APPELLANT/Plaintiff/WHALEY'S CLAIMS THAT WERE NEVER PART OF APPELLANT/WHALEY'S COMPLAINT, *(The ruling on a Rule 12(b)(6) motion to dismiss MUST!! BE! BASED!! SOLELY!! UPON THE ALLEGATIONS SET FORTH ON THE FACE OF THE COMPLAINT, State Board of Medical Examiners v. Fenwick Hall, Inc., 300 S.C. 274, 387 S.E.2d 458 (1990))*

FACTS ARE RESPONDENT/Defendant/BOA's OWN ATTORNEYS- with LAW FIRM NELSON & MULLINS! ATTORNEY "BEDENBAUGH" (AND JOINT by SCFCU) - SHOWS - TRIAL COURT - Illegally! RAISED!! A FEDERAL!! CIVIL/Criminal COURT JURISDICTION!! CASE MATTERS, TO BE HEARD WITHIN LOWER TRIAL STATE!! COURT'S ONGOING/or Litigated STATE CASE MATTERS! (which RESPONDENTS' OWN!! provided - FEDERAL COURT JUDGE, MARGARET B. SEYMOUR'S RULINGS, who RULED that a FEDERAL!! COURT!! COULD! NOT!! INTERFERE NOR!! REVIEW an ONGOING STATE!! COURT! MATTERS - SHOWN IN CIVIL Case No. C.A. 3:06-0010-MBS-jm (Pursuant under ROOKER/ FELDMAN DOCTRINE- "...PREVENTS this [FEDERAL] COURT FROM ASSUMING JURISDICTION OVER ONGOING STATE LITIGATION or REVIEWING ANY!! DECISION!! MADE! OR SOON! TO BE MADE THEREIN.") - WHICH APPELLANT/WHALEY filed WHY his APPEALS CLAIMS UNDER SCRCP 203(d)(1)(A)(ii) - CONCERNS "... Any Final Judgment involving a Challenge on State or Federal Grounds to the Constitutionality of a State Law..."; written Clearly & Plainly in supports with SCRCP 8(a)- WHEN Trial Court JUDGES ORALLY ADMITTED!! in Court's Sworn TRANSCRIPT 8/29/2012 Pg 10, & 11- ALL!! OF APPELLANT/WHALEY'S CLAIMS Heard and filed in Court FIRSTHELD 5/8/2012 WERE "VERY WELL SPOKEN and ARTICULATE" AND that APPELLANT/WHALEY "...PRESENTED YOUR DOCUMENTS and!! YOUR CASE...VERY CLEARLY, and I CERTAINLY!! DO! RECALL! THAT! YOU! DID!!"; Shows...[Dismissal Pursuant w/ Canon 2A, 3E[1][a]; and ROPC 1.7 ATTORNEYS DOING CONFLICT OF INTEREST *(See TRANS. 8/29/2012 Pg 5, Lines 19-25; & Pg 6, Lines 1-17; & see Lines 18-23);

Both the
Lower
Trial
Court,
and
the Appeals
Court...
Therefore
was
Not
Dismissed
by
Appeals
Court
Due
to
the Same!
Claims
were
Not
Discussed
in
The
Lower
Court
Records

Exh. F-2

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STATEMENT OF ISSUES ON APPEAL

1. DID THE LOWER TRIAL COURT ERRED/OR DUE TO PERSONAL BIAS INTEREST, PERSONALLY ALLOWED ONLY!! the RESPONDENT/Defendant/BANK OF AMERICA/BOA/OR BOA'S HIRED! PAID! LAW FIRM, NELSON and MULLINS! to PREPARE THE TRIAL COURT'S PROPOSED! ORDERS, DATED "JUNE 27, 2012" and "SEPTEMBER 17, 2012" BY GOING AGAINST!! THE LOWER TRIAL COURT'S OWN! PRIOR! WRITTEN ORDERS! THAT WERE NEVER!! AMENDED!! (Pursuant with CANON 2A, & 3E[1][a]- AND ROPC 1.7[a][1]) WHICH INVOLVES THE LOWER TRIAL COURT'S EMAIL!! WRITTEN WITH DIRECT "INSTRUCTIONS" /ORDERS DATED "MAY 29, 2012" THAT GAVE "INSTRUCTIONS" FOR BOTH! RESPONDENTS/Defendants/BOA and SC FEDERAL CREDIT UNION TO PREPARE EACH!! OF THEIR OWN!! PROPOSED! ORDER...ALTHOUGH! (LATER) the LOWER TRIAL COURT JUDGE SIGNED! ONLY!! RESPONDENT/Defendant/ BANK OF AMERICA/BOA's ATTORNEYS' WITH THE LAW FIRM NELSON & MULLINS PREPARED!! PROPOSED ORDER - WHICH (Illegally!!) ALSO REVISED/AND CHANGED THE TRIAL COURT'S EMAILED!! WRITTEN Instruction ORDERS-due to THE TRIAL COURT EMAILED!! WRITTEN ORDERS! CONFLICTED!! with the RESPONDENT/Defendant/BOA'S FILED MOTION TO DISMISS/MEMORANDUM Pgs 4 & 6 - (Which showed Defendant/BOA's ALWAYS! RELIANCE/AND CLEAR UNDERSTANDING of APPELLANT/Plaintiff/WHALEY's Numbered COMPLAINT CLAIMS 3.5, & 6-which ADMITS!! Plaintiff/WHALEY's ALWAYS!! WRITTEN "UNDISPUTED" PERSONAL INTEREST/WHO "ESTABLISHED STANDINGS" WITH APPELLANT/WHALEY'S CASHIER'S CHECKS UNDER the Uniform Commercial CODE/OR/UCB LAW(S) SECTIONS "4.403 & 3.312." - "See attached DOCUMENT Titled "NATIONAL CHECK FRAUD CENTER/under SECTION 3-312 of the UCC-shows/and admits!! - "IF A CUSTOMER REPORTS...CASHIER'S CHECK IS LOST, STOLEN, OR DESTROYED...and the CHECK WAS ISSUED in a STATE which...ADOPTED Revised SECTION 3-312 of the UCC..." SHOWS "WHO IS THE CLAIMANT? IF THE CASHIER'S CHECK HAS NOT!! BEEN! DELIVERED!! TO! THE PAYEE, THE REMITTER!! IS! THE PROPER! PARTY!! TO MAKE! A! CLAIM!!")*³ AS Appellant/Plaintiff/WHALEY's COMPLAINT provided UNIFORM Commercial CODE/UCB 3.312 also SHOWS THE APPELLANT's STATUTE OF LIMITATION. "See Trial Ct Trans 5/8/2012 Pg 9, Lines 11-21) to CLAIMED his MONIES had/nor HAS NOT EXPIRED, not until AFTER!! the CHECK HAS BEEN ACCEPTED!! by the NAMED PAYEE/and "IF the CUSTOMER has MADE A CLAIM alleging THAT THE CHECK(S) WAS(were) STOLEN, (the BANK) WILL WANT to DETERMINE if the ENDORSEMENT!! HAS!! BEEN!! FORGED!! BY! A THIEF!!".⁴ Which shows NOT ONLY THAT APPELLANT/Plaintiff/WHALEY'S COMPLAINT IS/AND ALWAYS HAS BEEN in COMPLAINTS with SCRPC 8(a); and SCRPC 12(b)(6) -

2. DID THE LOWER TRIAL COURT in ERROR/OR DUE TO BIAS MISCONDUCT OF PERSONAL INTEREST (Canon 2A, 3E[1][a], & being filed pursuant with SCRPC Rule 15.[b]) SIGNED! (ILLEGALLY/or UNETHICALLY) for RESPONDENT/Defendant/BOA's ATTORNEYS with NELSON and MULLINS LAW !! FIRM!! to ONLY!! PREPARED The Lower Trial Court's (shown in above no. 1; Illegal and Unethical, Filed) PROPOSED ORDER(s) 6/27/2012 & 9/17/2012 - WHEN BOTH THE SAID LOWER TRIAL COURT JUDGE (See Trial Ct Trans 8/29/2012 Pg 6, Lines 11-23), AND RESPONDENT/BOA'S ATTORNEYS' LAW FIRM, NELSON and MULLINS - always known that LAW FIRM OF NELSON and MULLINS was DOING AN !! INTENTIONAL CONFLICT!! of INTEREST!! BY BEING PAID/OR APPOINTED/ OR HIRED TO REPRESENT!! BOTH!! the RESPONDENT/Defendant/BOA and!! APPELLANT/Plaintiff/WHALEY'S PERSONAL INTEREST (AS LAW FIRM NELSON & MULLINS being the RICHLAND COUNTY STATE!! COURT! APPOINTED! RECEIVER! INVOLVING the Lower Trial Court's 6/27/2012 ORDER Pg 4, no. 7 - involvement with RESPONDENT/Defendant/BOA's ADDED, ADDITIONAL FEDERAL CLAIMS⁵ (to be IN APPELLANT/WHALEY'S COMPLAINT, that was REVIEWED AND WAS JUDGED REGARDING AN alleged "FEDERAL" RECEIVER, MR. BEATTIE B. ASHMORE, and the FEDERAL DISTRICT COURT JUDGE MARGARET B. SEYMOUR ** (See Trial Ct TRANS. 5/8/2012 Pg 3, Lines 23-25; Pgs 4-8; and APPELLANT/FILED RULES Pursuant with SCRPC 203(d)(1)(A)(ii) - A CONSTITUTIONAL QUESTION INVOLVING A STATE! and FEDERAL LAW/which is against ROOKER/FELDMAN DOCTRINE- which PREVENTS A ONGOING STATE! COURT! CASE MATTER TO BE REVIEWED/OR INTERVENED WITH AN "ONGOING" OR SOON TO BE SETTLED FEDERAL COURT CASE MATTER)** (See Trial Ct Trans. Pg 6, Lines 2-23)

Pg - i -

³ See Appel/Plt's Compl. no. 2, states "...RESEARCH SHOWS that the...Defendant SC Credit Union has REFUSE to RELEASE Plaintiff WHALEY's said MONEY FUNDS that's been PROPERLY REQUESTED to be RETURNED, since...PLAINTIFF WHALEY'S MONIES...WAS NEVER PAID/nor RELEASED to PLAINTIFF WHALEY'S NAMED PAYEE..."; and the Lower Trial Court's OWN ORDER Dismissal with Prejudice/dated "JUNE 27, 2012" - ADMITS!! in its Pg 2, No. 3 - UNDER "FINDINGS OF FACTS" THAT - "BASED on the allegations IN THE COMPLAINT and the COPIES of the CHECKS PROVIDED!! it APPEARS the PLAINTIFF!! IS! THE REMITTER!! of the CASHIER'S CHECKS"; THEREFORE SHOWS the named LOWER TRIAL COURT's OWN! said above ORDER(s)!! 6/27/2012 and UPHOLD ON 9/17/2012 - ADMITS! Appellant/PLAINTIFF/WHALEY IS THE ONLY!! REMITTER/or PURCHASER on his CASHIER'S CHECKS, which Appellant/Plaintiff/WHALEY'S COMPLAINT Provided RULES- UCC 4.403 & 3.312 - WHICH SUPPORTS/AND SHOWS APPELLANT/WHALEY is the ONLY! PARTY! OF INTEREST...since! he ALWAYS CLAIMED! IN HIS COMPLAINT/Provided with DOCUMENTED!! EVIDENCE! WHICH SUPPORTED THAT THE RESPONDENT/Defendant/BOA!! ADMITTED!! TO MANY! OTHER!! CCG CONSTITUENTS!! AND! to the STATE!! DEPARTMENT OF REVENUE, THAT Appellant/Plaintiff/WHALEY's CASHIER'S CHECKS NAMED PAYEE/CCG NEVER! RECEIVED! CCG's Constituents!! CASHIER'S CHECKS - whom APPELLANT'S COMPLAINT/and Trial Court's ORDER 6/27/2012 pg 4, ALWAYS CLAIMED CONSPIRACY by both SAID RESPONDENTS/Defendants caused the "THEFT!" of APPELLANT/WHALEY'S MONIES over \$52,000.00 THOUSAND DOLLARS, who IS THE ONLY! PARTY and "HOLDER" who has STANDINGS, With Appellant/WHALEY's CASHIER'S CHECKS;

⁴ Which the Lower Trial Court's GRANTED RESPONDENT/Defendant/BOA's, MOTION TO DISMISS/MEMORANDU dated 3/21/2012 always ADMITTED!! on its FIRST PAGE, that APPELLANT/WHALEY's "...COMPLAINT CONTAINS...allegations of CIVIL CONSPIRACY, FRAUD, THEFT!! of MONEY, and BREACH OF CONTRACT with RESPECT to CASHIER'S CHECKS ISSUED!! by SOUTH CAROLINA FEDERAL CREDIT UNION...and...BANK OF AMERICA...See COMPL. and EXS." Shows Trial Court NEVER considered Plt' claims of "THEFT".

⁵ The ruling on a Rule 12(b)(6) Motion to Dismiss MUST BE BASED SOLELY!! UPON THE ALLEGATIONS SET FORTH ON THE FACE OF THE COMPLAINT. State Board of Medical Examiners v. Fenwick Hall, Inc., 300 S.C. 274, 387. And "Rule 12(b)(6) Motion 603*603 MAY NOT be SUSTAINED if FACTS alleged and INFERENCES reasonably deducible there from WOULD ENTITLE THE PLAINTIFF TO ANY!! RELIEF on any theory of the case. *Toussaint v. Hart, 752 S.C. 415, 357 S.E.2d 8 (1987)*." WHICH LOWER TRIAL COURT'S prepared said above Orders & BOTH Respondents ADMITS its "UNDISPUTED" FACTS!! as to the APPELLANT/WHALEY's numbered COMPLAINT 3.5, & 6/showing the UCC SECTION 3.312 confirms! ONLY the Appellant/WHALEY is the REMITTER/or Purchaser of his Cashier's Checks who's named PAYEE NEVER COLLECTED/said Check, which SHOWS THE REMITTER or "HOLDER" Appellant/WHALEY IS YET AN INTERESTED PARY who has LEGAL STANDING CLAIM the RETURN of his said monies.

Exh. F-4

STATEMENT OF THE CASE

THE TRIAL COURT ERRED or due to BIASED PERSONAL INTEREST, MADE ITS JUDGMENT DISMISSING APPELLANT/Plaintiff/WHALEY'S COMPLAINT, ALSO WITHOUT EVER REVIEWING any of APPELLANT/WHALEY'S RESPONSIVE PLEADING AND DOCUMENTED EVIDENCE, OTHER THAN! THE TRIAL COURT SPEAKING (VERBALLY IN TRANSCRIPTS) ONLY involving APPELLANT/WHALEY'S CASHIER'S CHECKS, WHEN THE LOWER TRIAL COURT "ORDER OF DISMISSAL WITH PREJUDICE" Pg 4 no. 7, ADMITS THAT APPELLANT/Plaintiff/WHALEY ALSO FILED additional! CLAIMS in HIS RESPONSIVE PLEADING Pursuant with SCRPC Rule 15(b), RESPONDED TO RESPONDENTS/ Defendants filed (later) Joint filed MOTION(S) TO DISMISS WITH PREJUDICE/MEMORANDUM Pg 2 WHICH RESPONDENTS/AND TRIAL COURT'S GRANTED MOTION TO DISMISS ADMITS!! "...in CONSIDERING A 12(b)(6) MOTION, the TRIAL COURT, MUST!! LIMIT ITS REVIEW to the ALLEGATIONS SET FORTH IN THE COMPLAINT, Stiles v. Onorato, 318, S.C. 297, 457, S.E. 2d. 601 (1995); BUT THE Lower TRIAL COURT ALLOWED RESPONDENTS/Defendants to INTERVENE ADDED CLAIMS IN WHICH APPELLANT/WHALEY DID NOT WRITE IN HIS COMPLAINT, BUT INDEED APPELLANT/WHALEY PROPERLY RESPONDED!! TO RESPONDENTS, ALTHOUGH! THE TRIAL COURT NEVER! ORDERED IN ITS EMAIL INSTRUCTIONS, NOR in ANY of the RECORDED TRANSCRIPTS for the RESPONDENTS/Defendants TO ADDED APPELLANT/Plaintiff/WHALEY'S FILED "...DOCUMENTS ENTITLED NOTICE OF CONTINUANCE or MOTION for JUDGMENT against S.C. FEDERAL CREDIT UNION or Defendants MUST PRODUCE DOCUMENTS; AND PLAINTIFF'S REPLY TO DEFENDANT BANK OF AMERICA'S MOTION TO DISMISS/MEMO and ALTERNATIVE for MORE DEFINITE STATEMENT/and PRODUCE DOCUMENTS" so to have BEEN JUDGED IN THE LOWER TRIAL COURT'S GRANTED ORDERS, DATED "JUNE 27, 2012" AND "SEPTEMBER 17, 2012"; THEREFORE SHOWS THE LOWER TRIAL COURT DID ANOTHER! SPECIAL FAVOR FOR RESPONDENT/BOA'S HIRED/paid LAW FIRM "NELSON and MULLINS" WHO DO NOT DENY!!! AND OR IS "UNDISPUTED" THAT RESPONDENT/BOA'S HIRED ATTORNEYS/ WITH NELSON and MULLINS are ALSO THE STATE!! COURT! APPOINTED ATTORNEYS LAW FIRM who were APPOINTED TO ALSO REPRESENT APPELLANT/WHALEY'S CASHIER CHECKS named PAYEE/COG'S CONSTITUENTS' MONEY INTEREST, in which RESPONDENT/Defendants, has ALSO MADE their ADDED DEFENSE CLAIMS. Which is an ANOTHER ERROR OF LAW for Rule INTENTIONALLY DENIED to APPELLANT/WHALEY pursuant ROPC 1.7(a)(1) & Canon 2A, 3E(1)(a)

THE LOWER TRIAL COURT ALLOWED BOTH! RESPONDENTS/ Defendants/ATTORNEYS (ADDED) DEFENSE CLAIMS (that were NEVER part of Appellant/Plaintiff/WHALEY's COMPLAINT, WHEN THE LOWER TRIAL COURT AGAIN! CONTINUE TO SIGNED RESPONDENT(S)/Defendant(s) ERRED!! PROPOSAL ORDERS making FRAUDULENT CLAIMS that "this DOCUMENT is MOSTLY!! UNINTELLIGIBLE!! and this COURT FINDS, to the EXTENT is SEEKS a CONTINUANCE, A JUDGMENT, or OTHER RELIEF against! the DEFENDANTS, it SHOULD be DENIED BASED! ON THE REASONS SET FORTH HEREIN." WHICH THE LOWER TRIAL COURT'S OWN! ADMITTANCE!! TO APPELLANT/Plaintiff/WHALEY's COMPLAINT AND FILED PLEADING ARE - "...VERY WELL SPOKEN and ARTICULATE..." AND stated FURTHER THAT APPELLANT/WHALEY'S "...PRESENTED YOUR DOCUMENTS and YOUR CASE LAST TIME VERY CLEARLY, and I CERTAINLY!! DO RECALL THAT YOU DID." - CONTINUE TO SHOW LOWER TRIAL COURT'S SIGNING OF RESPONDENT/Defendant/BOA ADMITTED WRITTEN PROPOSAL ORDER(S), ARE BEING GRANTED BY THE SAID TRIAL COURT JUDGE TO ONLY HIDE/OR COVER UP THE FACT! THAT THE LOWER TRIAL COURT ADMITS! IT NEVER! REVIEWED APPELLANT/Plaintiff/WHALEY'S COMPLAINT, AND OTHER FILED PLEADINGS, ATTACHED WITH HIS DOCUMENTED EVIDENCE, WHEN THE TRIAL COURT'S EMAIL MAY 29, 2012 INSTRUCTION ORDERS ONLY! REQUESTED that APPELLANT/WHALEY'S COMPLAINT WAS DEFICIENT REGARDING THE CASHIER'S CHECKS' EVIDENCE, AND NONE! OF THE ATTACHED STATE COURT SIGNED ORDERS, OTHER SIGNED DOCUMENTS REGARDING RESPONDENT/BOA'S ALSO PERSONAL APPEARANCE/WHO WAS TO REPRESENT/AND/OR WOULD BE A WITNESS FOR THE APPELLANT/WHALEY, which such testimony would CAUSE! GREAT! DAMAGES to BOTH! RESPONDENTS/Defendants BANK OF AMERICA and SOUTH CAROLINA FEDERAL CREDIT UNIONS, WHICH PUBLIC RECORDS SHOWS BOTH SAID RESPONDENTS/Defendants, HAS ALWAYS BEEN JOINT!! ALSO AS BUSINESS SUBSIDIARIES/AFFILIATES, JOINT BY FIRST UNION BANK, and WACHOVIA BANK...WHICH JOINTS RESPONDENT BANK OF AMERICA WITH RESPONDENT SOUTH CAROLINA FEDERAL CREDIT UNION, WHICH CONFIRMS APPELLANT'S CONSPIRACY, AND THEFT COMPLAINT CLAIMS, WHICH TRIAL COURT ADMITS IT NEVER REVIEWED.

THE LOWER TRIAL COURT'S TRANS. DATED 5/8/2012 Pg 6, Lines 17-ADMITTS! THAT IT IS GOVERNED "UNDER THE UNIFORM COMMERCIAL CODE, ARTICLE III..."; AND RESPONDENT/BOA's Mt to Dism. Memo. Pgs 4, Last Parg. & Pg 6, Last Parg.-; ADMITS! BY JOINT! RESPONDENTS/Defendants THAT "...PLAINTIFF'S COMPLAINT CONTAINS ...allegations THAT BANK OF AMERICA CONSPIRED WITH SOUTH CAROLINA FEDERAL CREDIT UNION with RESPECT to the CASHIER'S CHECKS. Compl. ¶¶ 3,6..."; and ADMITS ALSO THAT "...IT IS UNDISPUTED in this CASE THAT PLAINTIFF, WHO WAS THE PURCHASER OF THE CASHIER'S CHECK from SOUTH CAROLINA FEDERAL CREDIT UNION. Compl. ¶ 5"; as WELL IS LOCATED IN LOWER TRIAL COURT "ORDER OF DISMISSAL WITH PREJUDICE" dated "JUNE 27, 2012" Pg 2, No. 3, and UPHELD in LOWER TRIAL COURT'S "SEPT. 17, 2012" "ORDER" ADMITS! that "...BASED ON THE allegations IN THE COMPLAINT, and the COPIES of the CHECKS PROVIDED, it APPEALS the PLAINTIFF IS the REMITTER of the CASHIER'S CHECKS". SHOWS ALL THE Joint!1 RESPONDENTS/Defendants/and the said LOWER TRIAL COURT ADMITS THAT ALL RELIED UPON APPELLANT/WHALEY'S COMPLAINTS NUMBERED! PLAIN, CLEAR CLAIMS in numbers 3,5,6; AS WELL AS APPELLANT/WHALEY PROVIDED HIS DOCUMENTED EVIDENCE OTHER CCG MEMBERS WHOM RESPONDENT/BOA indeed RETURN THEIR CCG MONIES AFTER THEY FILED WITH RESPONDENT/BOA THEIR MONIES THAT WERE YET! BEING HELD IN THE BANK OF RESPONDENT/BOA - WHEN THEIR MONIES WERE RETURNED UNDER - UNIFORM COMMERCIAL CODE SECTION 3-312 - WHICH ALWAYS SUPPORTED APPELLANT/WHALEY'S CLAIMS THAT HE YET! WAS THE HOLDER/and OWNER/and REMITTER of CASHIER'S CHECKS HAS NOT BEEN DELIVERED TO THE PAYEE, SHOWS THE REMITTER IS!! THE PROPER! PARTY TO MAKE A CLAIM

Exh. F-5

FACTS

UNDISPUTED FACTS ARE, that on the date "September 17, 2012" the Lower Trial Court signed and entered its "ORDER" located on it page 1, ADMITS that "Plaintiff...seeking Reconsideration of this Court's Order entered on June 27, 2012, which Dismissed Plaintiff's Complaint with Prejudice, CLAIMING that:

A. The Court HELD a HEARING on Plaintiff's Motion "(that Filed for DISQUALIFICATION of Trial Court Judge) which wrote that "...on August 29, 2012... Plaintiff's PRIMARY OBJECTION appears to be that the Court Provided the GROUNDS for ITS RULING in an EMAIL! to COUNSEL for BANK OF AMERICA, with a Copy to Plaintiff and to Counsel for South Carolina Federal CREDIT UNION.

B. In the EMAIL, the COURT REQUESTED that COUNSEL for BANK OF AMERICA DRAFT a PROPOSED ORDER - that was entered on recorded lower court records "June 27, 2012" which indeed CONFLICTS/and/ CONTRADICTS the lower trial court's "instructions" EMAIL Orders dated "MAY 29, 2012" that actually Requested BOTH!! RESPONDENTS/Defendants Counselors /BOA and SC FEDERAL CREDIT UNION to DRAFT the lower trial court's PROPOSED EMAIL Instructions ORDERS.

C. "The Complaint is deficient in establishing Standing of the Plaintiff as the EXHIBITS Attached to the COMPLAINT DO NOT ESTABLISH that the Plaintiff is EITHER a PARTY to the CHECKS in QUESTION..." As! Respondent/Defendants/ JOINT ORDER(s) dated "June 27, 2012" pages 4 & 6, and "September 17, 2012" on page 1, CONFLICTS and shows the LOWER TRIAL Court's ORDER(s) indeed CONFLICTS/and or shows UNTRUTHFUL statement in lower trial court's EMAIL 5/29/2012.

FACTS ARE UNDISPUTED admitted in lower trial court's transcript dated 5/8/2012, Pg 11, Lines 16-17; and Pg 13, Lines 15-19; shows the lower trial court presiding JUDGE, always ADMITTED that the said trial court NEVER REVIEWED/Nor "...LOOKED AT" Appellant/Plaintiff/Whaley's COMPLAINT nor any of his filed pleading attached with Documented Evidence.

FACTS ARE UNDISPUTED by the lower trial court Judge ALWAYS ADMITTED in Lower Trial Court's sworn Trans. 8/29/2012 Pg 10, Lines 20-25; and Pg 11, Lines 1-3; which shows Appellant/Plaintiff/Whaley's COMPLAINT and filed PLEADINGS along with attached Documentations were "CERTAINLY...VERY WILL Spoken and Articulate." When the Lower Trial Court admitted when Appellant/Plaintiff/Whaley "...PRESENTED your DOCUMENTS and your CASE Last Time (held in Open Court on 5/8/2012) VERY! CLEARLY!, and I CERTAINLY do RECALL that YOU DID." But, yet! the trial court Judge, signed! in its "ORDER to DISMISS with PREJUDICE", dated "JUNE 27, 2012" and UPHELD in the lower trial court's "ORDER" dated "SEPTEMBER 17, 2012" - shown!! CONFLICTING and FRAUDULENT claims WRITTEN in the Lower Trial Court's "EMAIL" "instructions" ORDERS dated "MAY 29, 2012", which REQUESTED for BOTH!! RESPONDENTS/ Defendants/BANK OF AMERICA and! SC, FEDERAL CREDIT UNION - to PREPARED the lower trial court's PROPOSED EMAILED ORDERS, but! FACTS ARE ONLY the RESPONDENT/Defendant/BANK OF AMERICA, Prepared the said dated ORDERS, 6/27/2012 & 9/17/2012, prepared Only! by the Respondent/Defendant/BANK OF AMERICA, and approved by the Respondent/SC Federal Credit Union, and signed! by the Lower Trial Court Judge, whose signed Order(s) dated 6/27/2012, & 9/17/2012 - wrote under its Conclusion of Law that Appellant/Plaintiff/Whaley's "...COMPLAINT is MOSTLY Comprised of INCOMPREHENSIBLE allegations and! EXHIBITS...As a RESULT Dismissal is Proper...GIVEN THE NATURE of the ALLEGATIONS...the Court Findings...to GRANT the MOTIONS! to DISMISS with Prejudice INSTEAD of GRANTING PLAINTIFF Leave to AMEND the COMPLAINT because!!! ANY such AMENDMENT would be FUTILE!!"; which "...CONTRADICTS and CONFLICTS with the Trial Court ORAL SWORN!! under OATH! Transcript claims, and also! shows FRAUD CLAIMS NEVER written in the Lower trial court's EMAIL! Instructions (See attached LETTER dated May 31, 2012/from the LAW FIRM of NELSON and MULLINS! and the attached EMAIL "Request" Orders dated "MAY 29, 2012"...NEVER! wrote that Appellant/Plaintiff/Whaley's "...Instead of GRANTING LEAVE TO AMEND the Complaint because ANY such AMENDMENT WOULD be FUTILE!!".

FACTS UNDISPUTED ARE that indeed the lower trial court's SWORN UNDER OATH above written Claims indeed ADMITS! Appellant/Plaintiff/Whaley's filed COMPLAINT and Provided Documents were VERY CLEARLY spoken and Articulate, as well as the said lower trial court Transcript and the Trial Court's signed ORDER(S) SUPPORTS AND shows that the lower trial court Granted the JOINT!! (1 Page-& 1 Paragraph) filed MOTION to DISMISS, filed by Respondent/Defendant/SC FEDERAL CREDIT UNION who NEVER DENIED any of Appellant/Plaintiff/Whaley's CLAIMS written in his COMPLAINT, which does not comply with SCRPC Rule 8(d), "under a who only wrote that "...Counsel...move before who agreed to be JOINT with the Respondent/Defendant/BANK of AMERICA's filed to DISMISS/MEMORANDUM Claims on pages 4 & 6 which shows the RESPONDENT/Defendant/BANK of AMERICA "UNDISPUTED" wrote that "Plaintiff's COMPLAINT Contains several... allegations that BANK OF AMERICA CONSPIRED with SOUTH CAROLINA FEDERAL CREDIT UNION with Respect to the Cashier's Checks. COMPL ¶¶ 3, 6." See page 4, of Respondent/BOA's Motion to Dismiss/Memo page 4. Shows BOTH RESPONDENTS/Defendants RELIED UPON Appellant/Plaintiff/Whaley's CLEAR filed COMPLAINT, shown also on page 6, of Respondents/Defendants/ JOINT Motion to Dismiss/Memorandum dated "MARCH 21, 2012".

Pg -3-

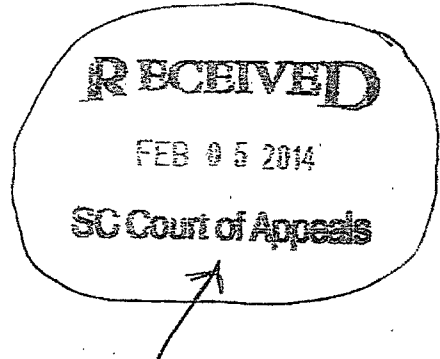
⁶ SCRPC Rule 8 (d) Effect of Failure to Deny. "...Averments in a PLEADING to which a responsive pleading is required, other than those as to the amount of damage, ARE ADMITTED WHEN NOT! DENIED! in the responsive pleading...". AS NEITHER!! named RESPONDENTS/Defendants - NEVER! DENIED!! ABSOLUTELY None of Appellant/Plaintiff/Whaley's CLEAR and WELL SPOKEN Complaint attached DOCUMENTED EVIDENCE which the said trial court's SWORN TRANSCRIPT ADMITTED! were very clear! and well spoken...therefore gave ALL PARTIES FAIR NOTICE of the CLAIMS in which neither Respondent/Defendants has NEVER GIVEN A REQUIRED DENIAL.

WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI

PART 5
ATTACHMENTS - 11

Exh. G

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS



* SCFCU ^{sett} page 2,
Shows and Adm. ^{its}!
the Appeals &
Lower Courts Ordered
Decisions ^{the ongoing State Receiver} ^{The Honorable Maite D. Murphy}
Constitutional in Question ^{the ongoing Federal Receivership}
involving a State!
an Federal 17 Aw
that conflict with
that Supreme Court Law
involving

APPEAL FROM DORCHESTER COUNTY

Court of Common Pleas

The Honorable Maite D. Murphy

Appellate Case No.: 2012-213208

Civil Action No.: 2012-CP-18-539

Roger L. Whaley Appellant,

a Qualify^{ing}
Receiver
pursuant
with
ASC-958
and
SCACR
Rule
242(d)(5)

South Carolina Federal Credit Union and Bank of America Respondents.

**MOTION TO DISMISS ON BEHALF OF RESPONDENT SOUTH CAROLINA
FEDERAL CREDIT UNION**

Respondent South Carolina Federal Credit Union ("SCFCU") hereby respectfully moves for a dismissal of Appellant's appeal. The ground for this Motion is Appellant's failure to perfect his appeal pursuant to the South Carolina Rules of Appellate Procedure and the Orders of this Court. The accompanying memorandum of law sets forth this ground in more detail.

Respectfully submitted,

Sheila M. Bias

Drew H. Butler, Esquire

Caleb M. Riser, Esquire

Sheila M. Bias, Esquire

RICHARDSON PLOWDEN & ROBINSON, P.A.

1900 Barnwell Street (29201)

P.O. Drawer 7788

Columbia, South Carolina 29202

803-771-4400

Counsel for Respondent South Carolina Federal
Credit Union

February 5, 2014

Exh. G-1
INTRODUCTION/BACKGROUND

The instant appeal is the result of Motions to Dismiss filed on behalf of Respondents at the trial level. The underlying action was commenced on February 16,

2012, with Appellant filing a confusing Complaint against Bank of America ("BOA")

and South Carolina Federal Credit Union ("SCFCU"). It appears the allegations included

claims of civil conspiracy, fraud, theft of money and breach of contract with respect to

cashier's checks issued by SCFCU to an entity known as Capital Consortium Group and

deposited into accounts at BOA.

On March 7, 2012, SCFCU filed a Motion to Dismiss, and on March 22, 2012,

BOA filed its Motion to Dismiss, or, in the Alternative, Motion for a More Definite

Statement. After a hearing on these motions, the trial court granted the Motions to

Dismiss with prejudice. The Order dismissing the Complaint essentially found the

Complaint failed to meet the minimum pleading requirements of Rule 8(a), SCRPC, the

Appellant lacked standing to sue as the purchaser of a cashier's check, and that

Appellant's claims should be brought before the ongoing receivership action in federal

court.

Appellant filed a Motion to Reconsider on June 28, 2012, and a hearing was held

on August 29, 2012. On September 17, 2012, the trial court entered an Order denying

Appellant's Motion to Reconsider.

The Notice of Appeal was filed in October 2012. Due to various issues with the

transcript and filing deficiencies, Appellant's purported Initial Brief was not filed until

August of 2013. On October 24, 2013, BOA filed a Motion to Dismiss or in the

alternative a Motion to Strike those portions of Appellant's Initial Brief and Designation

* Shows BOA Never
Complied with

The Appeals Court

to file its Initial Brief

+ Designation matter by

Not Legally Paid its Required \$25.00 to file a Motion

for an extension, just as SCFCU + Cong

gms

Oct. 4, 2013; and BOA Never Filed!

Motion

Det. 4, over whatever member Ashmore

continued game by Aspicia

Exh. G-2

~~SCFCU~~ ~~Shawson~~ Admits! + Appeals Court.
of Matter to be Included in the Record on Appeal which were not in compliance with the Appellate Court Rules. [Exhibit A].

Simultaneously, Appellant filed Motions for Judgment against both Respondents.

By Order filed November 27, 2013, this Court denied Appellant's Motion for Judgment

as to both Respondents. [Exhibit B]. The Court further granted BOA's Motion to Strike

and ordered Appellant serve and file an Amended Designation of Matter to be Included in

the Record on Appeal excluding the offending portions. Id. The Order also indicated

Appellant was to serve and file an amended Initial Brief that fully complies with Rule

208, SCACR, within thirty days. Finally, the Order stated that at the expiration of thirty-

days, the Court would consider BOA's Motion to Dismiss. Id.

On Tuesday, December 24, 2013, Appellant filed a Motion to Relieve the Counsel

of Respondent Bank of America, seeking the protections of Rule 240, SCACR, thereby

attempting to stay the perfection of the appeal. This Court denied the Motion to Relieve

Counsel on January 3, 2014. [Exhibit C]. Since that time, Appellant has filed various

documents in this Court and the South Carolina Supreme Court, but has failed to file an

amended Initial Brief or Designation of Matter to be Included in the Record on Appeal.

ARGUMENT

Appellant has failed to perfect his appeal.

Pursuant to Rule 260(a), SCACR, Appellant moves this Court to dismiss the

instant appeal because Appellant has failed to comply with the requirements of the South

Carolina Rules of Appellate Procedure and Orders of this Court. Appellant has failed to

perfect this appeal because he has not filed a proper Initial Brief and Designation of

Matter to be Included in the Record on Appeal as ordered by this Court. Rule 208(a)(4),

SCFCU

Admits!

Respondent

BOA!

was

Granted by Appeals Court - In Error or otherwise Bias Interest

its

Motion

to

Strike

on

2-27-2014

(See Exh. AA)

was Not!

Due to

Petitioner

Whaley

wrote for

stated

claims that

were not

stated in

the lower trial court records,

but! the Appeals

Court granted BOA

Motion to strike the

offending portions!

that were written in the

lower trial court

records... involving BOA -

Lawyer (also) being the PAID Appointed

Attorney & AW firm for Whaley's cashing

checks & pay refs.

Bias
Interest
Granted
Dismissal
due to
Alleged
offending
portions
of
Record
on
Appeal
that
were
also
located
on
Lower
court's
Records.

-3-
8/13

* Appeal Record
Shows Whaley's
Initial Brief was
timely filed & accepted
by Appeals Court
Aug. 2013

Exh. H

* SEFCU doc! BOA
Filed & their Initial
Briefs as ordered by the 5th
Appeals Court - due to Appeals Court Board member B.B. Ashmore's
Retaliation in
against Appellant's
Cashier's check
Whom BOA Admits
SEFCU & BOA - Admits
alleged - Kellie - in a
3-Hebrew Boys - (whom
Whaley is alleged to be
or was involved in
alleged Ponzi scheme -
only BOA Respondent
into this Appeal - is a
whom that the Respondent
Produced any - Document
Money that Appellant
alleged to be part of
whom Plaintiff
Shawne's that Document
Money - CCG's
Checks from Kellie's
Cashier - on
Money -
Deposited -
into the
account
CCG's Bank
as to why
Money -
No 5th CCG's
Cashier's
Money were
Returned -
By the
Respondent -
BOA and/or
by the Dept
of Revenue - due to CCG's
whom BOA
Travel CCG Money -
Travel CCG Money -
Money due to CCG's
Money - of CCG's
Money -

SCACR provides that "upon the failure of the appellant to file an serve his brief within the time prescribed, the clerk of the appellate court shall sign an order dismissing the appeal." Because Appellant has filed no briefs which properly comply with the Appellate Court Rules (he has failed to perfect his appeal), Consequently, the instant appeal must be dismissed.

CONCLUSION

Based on the foregoing, Respondents respectfully move this honorable Court for an Order dismissing this appeal.

Respectfully submitted,

Shelia M. Bias

Drew K. Butler, Esquire
Caleb M. Riser, Esquire
Shelia M. Bias, Esquire
RICHARDSON PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street (29201)
P.O. Drawer 7768
Columbia, South Carolina 29202
803-771-4400

Counsel for Respondent South Carolina Federal Credit Union

February 3, 2014

When BOA Money -
Travel CCG Money -
Money due to CCG's
Money - of CCG's
Money -

Exh. I

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Case No. 2012-CP-18-0539

Appellate Case No. 2012-213208

South Carolina Federal Credit Union and Bank of
America, ...

Respondents,

v.

Roger L. Whaley, ...

Appellant.

**BANK OF AMERICA'S MOTION TO DISMISS APPEAL
AND OPPOSITION TO APPELLANT'S "LETTER TO CLERK A/K/A MOTION FOR
JUDGMENT AGAINST RESPONDENT BANK OF AMERICA/OR/REQUEST TO
REMAIN THAT SAID RESPONDENT MATTER BACK TO LOWER TRIAL COURT
WITH INSTRUCTION, TO ENTER DIRECT JUDGMENT IN FAVOR OF
PLAINTIFF/APPELLANT ROGER WHALEY" DATED SEPTEMBER 30, 2013, AND,
ALTERNATIVELY, MOTION TO STRIKE PARTS OF APPELLANT'S
DESIGNATION OF MATTER**

Pursuant to Rule 240, SCACR, Respondent Bank of America ("BOA") hereby requests

that the Court dismiss the instant appeal with prejudice. The grounds for this Motion are that

the Appellant's Initial Brief, to the extent it can be understood, appears to be based solely on

the fact that the trial court judge asked the Respondents' counsel to draft the proposed orders

being appealed from, which is not an appropriate or sufficient grounds to review or overturn

these orders. Alternatively, if this appeal is not dismissed, BOA moves to strike those matters

* BOA's
Motion to Dismiss
provided Absolutely!
NO Documented
Evidence to
support BOA
Receives any
Extension!
from the
Appellate Court
who gave
BOA to
30 Days from
Sept. 14, 2013
to file
BOA's
Initial
Brief
+
Definitive
failed
to be
completed
By BOA
Before BOA's
Final to be dismissed
initially self-terminated
Petitioner's Designation
Whaley
matter
and!
Initial
Brief
and
Trial
Court's
Emails
Orders
which
BOA
Admits!
in its
"return"
IS! Not a
"perfected" Service
of Delivery!
as to Rule 242 (b) + 242(c)

Exh. I-1

~~BOA - Never~~ ^{Provided any Document to support his Allegation to defeat Petitioner's} improperly designated by Appellant in his Designation of Matter which are not in the record

Provided Documented Evidence

below.

* BOA

Admits to Comprehend
Petitioner's
Whaley's
Complaint
Claims

Procedural Background

On February 16, 2012, Appellant commenced the underlying action by filing a complaint against Respondents. Although it is difficult to comprehend the allegations in the

Complaint, it appears that it contains general allegations of civil conspiracy, fraud, theft of money, and breach of contract with respect to cashier's checks issued by Respondent South

Carolina Federal Credit Union ("SCFCU") to an entity known as Capital Consortium Group

and deposited into accounts at BOA. See generally Compl. and Exs.

On March 7, 2012, SCFCU filed a Motion to Dismiss, and on March 22, 2012, BOA filed its Motion to Dismiss or, in the Alternative, Motion for More Definite Statement. A hearing on these Motions was held May 8, 2012. On June 27, 2012, the trial court entered its Order granting the Motions to Dismiss and dismissing the Complaint with prejudice. The

Order dismissing the Complaint finds that the Complaint was unintelligible and failed to meet the minimum pleading requirements of Rule 8(a), SCRPC. The trial court further found,

among other things, that the Complaint should be dismissed with prejudice because (1) the Appellant lacked standing to sue as the purchaser of a cashier's check pursuant to *Steele v.*

Victory Sav. Bank, 295 S.C. 290, 293, 368 S.E.2d 91, 92 (1988) and (2) Appellant's claims, if any, should be brought in the ongoing receivership action in federal district court related to the Capital Consortium Group Three Hebrew Boys.

Appellant filed a Motion to Reconsider on June 28, 2012, and a hearing was held on this Motion on August 29, 2012. On September 17, 2012, the trial court entered its Order denying Appellant's Motion to Reconsider, finding that Appellant had not articulated any new

arguments or identified any errors of law or fact to support reconsideration of the Order

dismissing his Complaint. Furthermore, the trial court noted that although Appellant's primary objection appeared to be that the trial court provided the grounds for its ruling in an email to counsel for BOA with a copy to Appellant and SCFCU and requested that counsel for BOA

draft the proposed order, the trial court reviewed the proposed order carefully to ensure it accurately stated the court's ruling before signing.

On October 5, 2012, Appellant filed his Notice of Appeal of both the trial court's June 27, 2012, Order dismissing his Complaint with prejudice and the September 17, 2012, Order

denying his Motion to reconsider the June 27th Order. Appellant's Initial Brief was submitted August 10, 2013, and by Order of September 27, 2013, this Court granted an extension for Respondents to respond to the Initial Brief until November 4, 2013.

Analysis

I. This Appeal Should Be Dismissed.

First, like Appellant's Complaint, Appellant's Initial Brief is unintelligible and fails to comply with the requirements of Rule 208(b)(1), SCACR, regarding the content and structure of an initial appellant's brief and should be dismissed for this reason.

Furthermore, to the extent the Initial Brief can be understood, Appellant's primary objection seems to be the same as that advanced before the trial court on Appellant's Motion for Reconsideration that the trial court provided the grounds for its ruling in an email to counsel for BOA with a copy to Appellant and SCFCU and requested that counsel for BOA draft the proposed order. Appellant seems to be arguing that the trial court's Order did not

Appellant's "Letter to Clerk a/k/a Motion for Judgment against Respondent Bank of America . . ." dated September 30, 2013, is based on his erroneous assertion that this Court's extension of time for Respondents to respond to his Initial Brief did not also apply to BOA. The Court's order is not limited as Appellant suggests.

BOA - Admits Whaley's objection to the trial court's email delivery claim which BOA - Admits or shows in its "Return" 7/22/14 7/24/14 THAT A email delivery is not a perfect delivery pursuant with 3CACH 262(b) and 242-(C)

See Exh. Dd - Shows in Email from Trial Court Judge - requested/ordered Both!! Respondents - BOA and SCFCU to prepare each! of their own! Proposed Order but only requested BOA to send a copy! to Petitioner! Whaley's Admissions of Judge's Clear understanding see Whaley's Initial Brief + Designation shows proper transcription of Judge's clear understanding of Whaley's Complaint's Claims...

Exh. T-3

Petitioner/Whaley Didn't Ignore Judges

comply with the trial court's emailed instructions regarding the Order. Appellant ignores the fact that in its Order on his Motion for Reconsideration, the trial court confirmed it reviewed the proposed Order dismissing his Complaint carefully to ensure it accurately stated the court's ruling before it was signed. In any event, Appellant fails to set forth any arguments or identify any errors of law or fact to support his appeal of the Orders at issue. This appeal should therefore be dismissed.

Alternatively, Those Matters Designated by Appellant in His Designation of Matter Which Are Not in the Record Below Should Be Stricken.

Appellant's Designation of Matter shall not "include matter which was not presented to the lower court or tribunal." Rule 210(c), SCACR. The following items were listed by

Appellant in his Designation of Matter but were not presented to the lower court or tribunal, and should, therefore, be stricken:

A) Item Two*;

*Although the text of this UCC Section was included as an Exhibit to Appellant's Complaint, the page referencing UCC Section 3-312 entitled "National Check Fraud Center, Other Check Problems: Lost, Stolen, or Destroyed Cashier Checks, Teller and Certified Checks" attached as an Exhibit to his Initial Brief (all of which exhibits seem to correspond with those items listed in his Designation of Matter) was not presented to the lower court and should therefore be stricken.

B) Item Five; and

C) Items Seven through Fourteen.

misconduct
as to
why?
Petitioner
Request
in his
Filed
SAID
motion
to

Disqualify
SAID
Judge
which
the
SAID
Lower
Court
Order
Never
Filed

*(See Plt's
Lower
Court
mt for
Reconsideration
and
Disqualify
of
Justic
Also
see
Lower
Court
transcript
as
well
as
the
Attached
Email
Exh. Dd
speaks
for
itself!

When Email Lower Court

Ordered Instructions were for Both SCFCU &

BOA - to prepare Each of their own Propos & Orders

and! Lower Court never claimed Whaley's
complaint or pleadings were Unintelligible

Compl
Unsupport
claims
and
Appeals
Court
Never!
Reviewed
Nor
Required
BOA to
Produced
the Records
of the said
Lower Court.
Although!
Petitioner
Whaley did
Produced the
Records
of
said
Court
that
supported all
his claims...

Conclusion

For the foregoing reasons, Respondent Bank of America respectfully requests that the Court dismiss this appeal with prejudice, or in the alternative, strike those matters designated by Appellant in his Designation of Matter which are not in the record below as listed in Section II above.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:

Tara C. Sullivan
Jody A. Bedenbaugh, SC Bar No. 71176
E-Mail Address: jody.bedenbaugh@nelsonmullins.com
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1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Respondent Bank of America

Columbia, South Carolina

10/24, 2013.

** Conflict of Interest*

Can't find

with

et. Hume

Whaler

and/or

Whaler's

Cashier's

check's

named

payee

CC9

Same Money

Interest

Involving

Respondent

BOA

Exh. I - ~~4~~ - a

THE SOUTH CAROLINA COURT OF APPEALS

Roger L. Whaley, Appellant, Pro Se

v.

South Carolina Federal Credit Union and Bank of
America, Respondents.

Appellate Case No. 2012-213208

Presiding Lower Court Judge Maite D. Murphy
Dorchester County
Trial Court Case No. 2012CP-1800539

Attachments - 2

*Appeals Order/9/27/13

*and Respondent SCFCU Letter 9/10/13

LETTER to CLERK/a/k/a/ MOTION for Judgment against RESPONDENT BANK OF AMERICA for REQUEST to
REMAIN THAT said RESPONDENT MATTER BACK to Lower Trial Court with INSTRUCTION, to ENTER Direct
JUDGMENT IN FAVOR of Plaintiff/Appellant Roger Whaley
Pursuant with SCRAP 208(a)(2),(4)&(7)¹

Dear Clerk:

Pursuant with SCRAP Rule 208(a)(4)²&(7), by the understanding of this Pro Se, Plaintiff/Appellant Whaley, can write a
LETTER/a/k/a/ or MOTION FOR JUDGMENT against Defendant/RESPONDENT-BANK OF AMERICA for Request to REMAIN
that said Defendant/Respondent/Bank of America's MATTER BACK to Lower Trial Court with INSTRUCTION for the lower trial
court Judge to Enter DIRECT JUDGMENT in FAVOR of PLAINTIFF/Appellant Roger Whaley, as in indeed the Respondent
BANK OF AMERICA, has not/and or CAN NOT Denied any!! of Appellant/Whaley's State of Facts/nor Arguments made in his
Initial Brief/and/or Designation; as well as Respondent/Bank of America has FAILED to file its required Responsive Brief,
pursuant with SCRAP 208(2), nor did Defendant/Respondent Bank of America, never! requested any kind of extension of time to
file any Response, as is required by SCRAP Rule 7, just as the Defendant/ Respondent South Carolina Federal Credit Union.³

Therefore I, the Appellant, Roger Whaley is requesting this said APPEALS Court to Grant Plaintiff/Appellant/Whaley Motion for
Judgment/and/or Requesting this Appeals Court Remain Respondent/ Bank of America's case matters Back before the said
lower trial court with in SPECIAL INSTRUCTION to render Judgment in FAVOR of Plaintiff/Appellant Whaley, will not bias no
party. But will indeed show that this said Appeals Court is not biased against the Plaintiff/Appellant Whaley, as a Pro Se, non-
attorney.

Please find, attached also Plaintiff/Appellant Whaley's CASHIER'S CHECK for \$25.00, in case this said letter/or motion must be
paid so to file in this said Appeals Court/or in order for this matter to receive such equal justice. If there is any other information
needed, please do not hesitate to write this said Pro Se Appellant/Whaley.

September 30, 2013

Respectfully,

Roger L. Whaley
Roger Whaley, Pro Se

CC: Drew Hamilton Butler; Erik Tison Norton; Jody A. Bedenbaugh; Sheila M. Bias;

¹ SCRAP Rule (7) Supplemental Citations. When pertinent and significant authorities come to the attention of a party after his initial brief(s) has been served and filed, the party shall promptly advise the clerk of the appellate court, by letter, with a copy to all counsel, setting forth the citations. There shall be a reference either to the page of the brief or to an issue to which the citations pertain, but the letter shall, without argument, state the reasons for the supplemental citations. Any response shall be made promptly and shall be similarly limited.

² SCRAP Rule (4) Failure to File. Upon the failure of the appellant to file and serve his brief within the time prescribed, the clerk of the appellate court shall sign an order dismissing the appeal, and the appeal shall not be reinstated except as provided by Rule 260. Upon the failure of respondent to timely file a brief, the appellate court may take such action as it deems proper.

³ Which this said Appeals Court Clerk could ONLY GRANTED the EXTENSION of Defendant/Respondent "SC Federal Credit Union" request for "...a 30 day Extension in which to SERVE and FILE...(their/ONLY SCFCU's)...Initial Respondent's Brief and Designation of Matter" when SCFCU's LETTER dated "September 10, 2013" shows it only!! requested in its said LETTER for the Extension for 30 days ONLY from the "COUNSEL" for "Respondent SC Federal Credit Union".

Exh. I-5
The South Carolina Court of Appeals

Roger L. Whaley, Appellant,

v.

South Carolina Federal Credit Union and Bank of
America, Respondents.

Appellate Case No. 2012-213208

ORDER

Appellant has filed a motion to relieve Respondent Bank of America's counsel.
After careful consideration, Appellant's motion is denied.

[Signature]
FOR THE COURT

Columbia, South Carolina

cc:

Roger L. Whaley
Drew Hamilton Butler
Erik Tison Norton
Jody Alan Bedenbaugh
Sheila Mariouvon Bias
Tara C Sullivan

FILED

1-3-14

** Denied by
Appeals Court official
w/out any party
objection!!
to the
sped withdrawal
pursuant
to SCAC
against Rule
240(c)
+ (3)
Appeals
court's
Shroun
Bias
and
Personal
Interest
Rule
of
Canon
2+3*

**WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI**

**PART 6
ATTACHMENTS-14**

**BOA'S ATTORNEYS' PRODUCED of FEDERAL!! COURT'S
PARTIAL TRANSCRIPT DOCUMENTS – filed
in STATE!! TRIAL COURT
in -May 8, 2012 –HEARING**

**Showing BOA's VOLUNTEERED BROUGHT FEDERAL Case LAW CLAIMS to be JOINT
within an ONGOING YET PENDING Open Court STATE! COURT! LAW ISSUES –
THEREFORE shows - "Where substantial constitutional issues are directly involved" SCACR 242(b)(4)
Involving Whaley's STATE! COURT! CLAIMS of "THEFT" of Cashier's Checks' named
PAYEE/CCG and
SHOWING HOW, WHEN!! WHY! BOA/and SCFCU's Federal!! Added Parties 3-HEBREW BOYS
Federal!! DISCUSSIONS with Questions always involving BOA's "INTERNAL AUDITOR"**

**Mr. John DEZARN-Witness!! for Plaintiff/U.S. ATTORNEY
NOV. 10, 2009**

1 correct, Special Agent Bruning?

2 A Yes.

3 MR. MOORE: Your Honor, pursuant to discussion with
4 defense counsel, I'm going to move these in through
5 Ms. Samuels. I'm not going to seek to admit them at this
6 time.

7 THE COURT: All right.

8 MR. MOORE: Beg a moment. Thank you. Please
9 answer any questions defense counsel may have.

10 MR. LANG: No questions, Your Honor, from the
11 defense.

12 THE COURT: Thank you. You can step down.

13 (Witness left the stand.)

14 MR. HOLLIDAY: The Government's next witness is
15 John Dezarn.

16 JOHN DEZARN, Government's witness, after being
17 sworn, testified as follows:

18 DIRECT EXAMINATION

19 BY MR. HOLLIDAY:

20 Q Mr. Dezarn, please tell the jury where you work.

21 A Bank of America. *

22 Q And how long have you been working there?

23 A Twenty-nine years. * *

24 Q And what's your job at Bank of America?

25 A Internal auditor. *

0-15-2007 Bank of America - Admits! the
0-18-Boxes of CCB's Depositors' Cashiers Checks
John Dezañ - direct by Holliday
89 were Taken!

1 Q What are some of the other jobs that you have had with
2 them?

3 A Audit investigator. *

4 Q In your capacity as an internal auditor, do you have
5 access to the bank accounts record -- bank account records?

6 A Yes, sir. *

7 Q Now, Exhibit 37 constitutes 18 boxes that are back here
8 in the back right corner of the courtroom. Have you
9 previously had a chance to review the documents in those 18
10 boxes?

11 A Yes, sir. *

12 Q And are the documents from Exhibit 37 taken from Bank of
13 America accounts? *

14 A Yes, sir. *

15 Q Are they the bank's records made at or near the time of
16 the account activity by a person with knowledge of that
17 activity?

18 A Yes, sir.

19 Q And are the records kept in the ordinary course of
20 regularly conducted business?

21 A Yes. *

22 Q And is it the bank's regular practice to record such
23 information?

24 A Yes, sir. *

25 MR. HOLLIDAY: Your Honor, at this time the

Taken!
From
the
BANK
account
of
Bank
of
America
Not!
From
the
CCB's
37B's
Building
on
June
15,
2007
and
Shows
Still!
in!
the
Bank
of
America
yet! in
the
year
2009..

BOA-Also! Admits-CCG's Depositor's Monies were
Shows CCG- Monies were yet!
in BOA- Bank- in year 2009...

John Dezarn - direct by Holliday

90 Always

1 Government moves to admit Government's Exhibit 37.
2 THE COURT: Any objection?
3 MR. LANG: No objection, Your Honor.
4 THE COURT: So the Exhibit 37 is Bank of America
5 records; is that correct?
6 MR. HOLLIDAY: Yes, ma'am.
7 THE COURT: And it is 37A through what?
8 MR. HOLLIDAY: 37 -- it's actually with the boxes
9 we have marked those as D through -- E through V. I'm going
10 to have some excerpts that I'm going to show him here in a
11 minute that's A through C. We are not going to request to
12 admit D.
13 THE COURT: All right. So what was admitted is 37
14 what?
15 MR. HOLLIDAY: E through V.
16 THE COURT: Okay.
17 MR. HOLLIDAY: Thank you, Your Honor.
18 THE COURT: It's admitted.
19 (WHEREUPON, Government's Exhibits 37E - 37V were
20 admitted into evidence.)
21 BY MR. HOLLIDAY:
22 Q Mr. Dezarn, what is a lockbox?
23 A A lockbox is a service we provide customers that
24 provides efficient and fast processing of checks payable to
25 them.

First! Mailed
Directly!
Bank of
America
account sent
in a
"lockbox"
so
to
"Process"
CCG's
Depositor's
Checks
and
Money
orders
↓
Never!
Sent!
to
Receiver
AS Home's
Personal
Bank-
S.C.
Bank
and
Trust

CCG's Monies Also! Never! Mailed
to First Citizen Bank..
But Shows At All Times CCG's Monies were
Always in Banks

Bank
* BOA Admits CCB - had a P.O. Box
with Bank of America
John Deane direct by Holliday

who
First!
Received
CCB's
Depositor
Monies
since
and
Before
2007!
↓
and
yet!
Illegally
had
CCB's
Monies
after
year
2007,
2008,
2009
↓
up to
Now
2013

Q And how does a lockbox work?
A There is a P.O. Box set up for the customer where their
customers would mail checks to that P.O. Box, a representative
reads the bank would pick up those checks and take them
back and process the items and then credit to the customer's
checking account.
Q All right. I'm going to hand up to you Government's
Exhibit 37A. Have you previously had the opportunity to
review Government's Exhibit 37A?
A Yes, sir.
Q And is that - are those documents taken from Bank of
America accounts?
A Yes, sir.
Q Are they bank records made at or near the time of the
account activity by a person with knowledge of that activity?
A Yes, sir.
Q And are the records kept in the ordinary course of
regularly conducted business?
A Yes.
Q Is it the bank's regular practice to record such
information?
A Yes, sir.
Q Okay.
MR. HOLLIDAY: Your Honor, at this time Government
would move to admit Government's Exhibit 37A.

1 THE COURT: Any objection?
2 MR. DUNCAN: No objection.
3 MR. LANG: No objection, Your Honor.
4 THE COURT: 37A is admitted.
5 (WHEREUPON, Government's Exhibit 37A was admitted
6 into evidence.)
7 MR. HOLLIDAY: Thank you, Judge.
8 BY MR. HOLLIDAY:
9 Q Now directing your attention to page two of Government's
10 Exhibit 37A. Just next. Great. Would you tell the jury
11 please what the name on the lockbox is?
12 A Brunson Outreach. - CCG shows Incorporator M.S.
13 Q And is there a lockbox number that's associated with
14 that? I sold Brunson only 1 and
15 A Yes, sir. no other
16 Q And to which account were the checks sent to that
17 lockbox supposed to be credited? Name of party a
18 A Checking account 782025895. Incorporator
19 Q Now Mr. Dezarn, do you know what a sweep account is? which
20 A Yes, sir. show
21 Q Please explain to the jury what a sweep account is. + he
22 A A sweep account gives the customer a way to invest any 3-CCG's
23 excess cash that they may have in their checking account. Agents
24 Q And does Bank of America offer sweep accounts? Brunson,
25 A Yes, sir. McQueen

Account
which
is
given
a
Bank
last
Number
✓
No! other
Name of
party a
Incorporator
which
show
+ he
3-CCG's
Agents
Brunson,
McQueen
Nor
pough
never
fully
controlle
CCG
Nor!
BOA's
said
LockBox
that BOA -
only provided its
cust omers - CCG and
3-HBS - Businesses

BOA - Illegal
Transferred
CCG's
Account
Number
Be a different
Account
No. 1100
The CCG's
FBI said
No. 000710
+ 0111
No. 782025895
+ 0111
No. 782025895
+ 0111

*BOA - does not provide a ^{bank} account number to
their Exp. 37-B. But we as Adm. 195 Evidence on
John DeZarn - direct by Holliday Federal Court
93 Records*

1 Q Mary, the elmo? Handing up what's been marked as
2 Government's Exhibit 37B. Have you seen Government's
3 Exhibit 37B?
4 A Yes, sir.
5 Q And are the records, the documents contained in 37B
6 taken from Bank of America accounts? *
7 A Yes, sir. *
8 Q Are they the bank's records made at or near the time of
9 the account activity by a person with knowledge of that
10 activity?
11 A Yes, sir.
12 Q And are the records kept in the ordinary course of
13 regularly conducted business?
14 A Yes, sir.
15 Q And is it the bank's regular practice to record such
16 information?
17 A Yes, sir.
18 Q Okay.
19 MR. HOLLIDAY: Your Honor, at this time the
20 Government would move to admit Government's Exhibit 37B. *
21 THE COURT: Any objections? *
22 MR. SMALL: No objection.
23 THE COURT: Admitted.
24 (WHEREUPON, Government's Exhibit 37B was admitted
25 into evidence.)

Exh. 313

1 BY MR. HOLLIDAY:

2 Q Now showing you the first page it looks marked as
3 Government's Exhibit 37B Do you know what -- first of all,
4 what's the name on the account?

5 A Brunson Outreach. *

6 Q And do you know how that account was initially funded?

7 A Yes, sir. *

8 Q And is this the sweep account? *

9 A Yes, sir. *

10 Q Now showing you a page from 37B. You look down there at
11 the last transaction on July the 31st.

12 A Yes, sir. *

13 Q Would you tell the jury please what's happening with
14 that transaction.

15 A This is a daily sweep out of the account in the amount
16 of \$1,461,937.

17 Q Now, what we're doing is turning the page here. And
18 again, is this from the same account?

19 A Yes, sir. *

20 Q Okay. And now the transaction we just went over was
21 from July 31st; is that correct?

22 A Yes, sir. *

23 Q And so if we go here to August the first, what is
24 happening on August the first?

25 A It's a -- the sweep into the account on August 1st in

Exh. 314

1 the amount of \$1,461,937.

2 Q Now, is that the same amount that was swept out on July
3 the 31st?

4 A Yes, sir.

5 Q Is that money earning interest when it's being swept
6 out?

7 A Yes, sir.

8 Q How often does Bank of America credit a sweep account
9 with interest?

10 A The interest is accrued daily, but paid monthly.

11 Q Okay. So if we look down further, three transactions
12 lower, would you explain to the jury what that means, sweep
13 dividends credit?

14 A This is the interest the -- this account earned for the
15 month of July in the amount of \$2681.35.

16 Q So the balance in the account was \$1,461,937 and then
17 they're being credited with the 26, \$2,700 worth of interest
18 in August; is that right?

19 A Yes, sir.

20 Q And that was for July; is that correct?

21 A Yes, sir.

22 Q And just to walk through a few months of account
23 activity. Showing you now we are in September. What is the
24 balance on September the first?

25 A \$2,607,102.35.

1 Q Okay. And is there an interest credit that's being
2 extended to that account?

3 A Yes, sir.

4 Q Same date? And what is that amount?

5 A \$6,684.85.

6 Q And now going over to October. What is the balance in
7 the account on October the 2nd?

8 A \$3,663,848.60.

9 Q And how much interest has that \$3,663,848 made in
10 September since it's credited to the account in October?

11 A \$10,737.61.

12 Q In November how much money is in the account on November
13 the first?

14 A 5 million 1 dollar.

15 Q And how much interest has been earned on this account?

16 A \$17,924.85.

17 Q Do you know where the money in this account is being
18 swept to?

19 A It is swept through a mutual fund account.

20 Q And does Bank of America keep track of the interest
21 rates that are earned by mutual fund accounts?

22 A Yes, sir.

23 Q And roughly how much money -- interest was being earned
24 on this account?

25 A Between 4.4, 4.5 percent.

1 Q And then just finally to show the jurors one more month.

2 ~~error~~ In December of 2001 how much money was in the -- I'm sorry --

* 3 December 1st of 2006, how much money was in the account on

4 the first date of December, 2006?

5 A \$5,017,291.93.

Surep account offered by BOA

6 Q And how much interest is being credited to that account?

7 A \$19,305.16. *

8 Q And was this the only lockbox account that --

9 established by these principals?

10 A Yes, sir.

11 Q Well, let me show you this, Government's Exhibit 37C. I

12 know we were just going over B. You had a chance to review

13 Government's Exhibit 37C?

14 A Yes, sir.

15 Q And is that -- are the records contained in

16 Government's Exhibit 37C Bank of America records?

17 A Yes, sir.

18 Q Are they bank records made at or near the time of the

19 account activity by a person with knowledge with that

20 activity?

21 A Yes, sir.

22 Q And are the records kept in the ordinary course of

23 regularly conducted business? *

24 A Yes, sir.

25 Q And is it the bank's regular practice to record such

1 A Yes, sir.

2 Q And that's normally done over the weekend period when
3 the bank is closed; is that... do I have the right idea about
4 what a sweep account is? In other words, when do you put
5 money into a sweep account?

6 A Well, typically what happens, you have a checking
7 account and you deposit money, and then overnight any excess
8 cash in that account, meaning funds not needed to cover
9 checks, is swept into the investment account.

10 Q Okay. So if I had a thousand dollar balance in my bank
11 account, overnight the bank could use that and put in a sweep
12 account; is that correct?

13 A Yes, sir.

14 Q Would you have to have my permission to do that?

15 A Yes, sir.

16 Q Okay. Now, what about the bank itself? Now, the bank
17 has assets. Does the bank put assets into sweep accounts ? ?
18 overnight?

19 A I don't know. ?

20 Q Okay. Would there be any reason why they could not? * *

21 A Not to my knowledge. * * ✓ ✓ ✓ ✓ ✓

22 Q Okay. And do you know -- and would there be any limit
23 to how much money a bank could put into a sweep account? ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓

24 A For the bank itself, sir?

25 Q Yes. ✓ ✓ ✓ ✓ ✓

Small shows the BOA - Does the Exact Same
Transactions as the CCG and is not! Alleged
John Dezarn - cross by Lang NO! wrong! doings.
105

1 A I would think not, no, sir.

2 Q So that it would be unlimited. Just be limited by the
3 assets that they have?

4 A I would think so, yes, sir.

5 Q Very good, sir.

6 MR. LANG: Just a few questions, Your Honor.

CROSS-EXAMINATION

BY MR. LANG:

7 Q Mr. Dezarn, good morning. My name is Louis Lang. I
8 represent Tim McQueen. Just a couple of questions. On the
9 sweep account -- the use of a sweep account is not a
10 particularly unusual way to have your accounts arranged; is
11 that correct?
12
13

14 A That is correct.

15 Q It's an efficient way to manage money, isn't that right?

16 A Yes, sir.

17 Q And the same goes for a lockbox, isn't that correct, in
18 terms of large companies or companies which have a lot of
19 deposits made on a daily basis?

20 A Yes, sir.

21 Q I mean, it's an efficient way to handle those deposits;
22 correct?

23 A Yes, sir.

24 Q It puts them to work more quickly than one could just
25 depositing at a teller window; isn't that correct?

BOA
Shows
Foreign
Exchange
*5 how BOA
Foreign - money
sweep
* Acc
that
paid
Triple
Money
Interest
to
CCG
Bank
Depositors

BOA
with
the
said
U.S.
District
Attorney
Here
BOA
Auditor
Admits
that
CCG
said
Transaction
are
good.
Business
transaction
Including
the
Transaction
involving
the
Lock Box.

1 A Yes, sir.

2 Q No further questions.

3 MR. DUNCAN: I have no questions.

4 MR. HOLLIDAY: No redirect, Your Honor.

5 THE COURT: All right. Thank you very much. You
6 can please step down. You're excused.

7 THE WITNESS: Thank you.

8 (Witness left the stand.)

9 THE COURT: All right. At this time since it's
10 five of one, we will break for lunch and we will come back at
11 2:30. Thank you.

12 (Jury left the courtroom at 12:57 pm.)

13 THE COURT: We are in recess until 2:30.

14 MR. SMALL: Can we have one... hold on just a
15 minute.

16 MR. LANG: Judge, the only thing we were going to
17 mention is in agreement with and consultation with the
18 Government in terms of Exhibits 5A through 5K, there is some
19 handwriting that appears on these individual exhibits -- not
20 all of them, but some of them -- and I think the Government
21 and the defense will stipulate that that handwriting is not
22 relevant to any issue in this case rather than pulling out
23 the handwriting which would just be too difficult to do.

24 THE COURT: You're stipulating so that the
25 handwriting is not relevant. Are you going to enter into

The shown
personal CCG's Depositors
CASHIER
Checks
were
given
Handwritten!!
Contract!
Numbers!!
Written
on CCG's
CASHIER
Check
provided

Showing Conspiracy
with Plaintiffs
Defense
and
Prosecution
+ 0

By BANK-BOA - who received CCG's money and contracts
with CCG's Depositors - Before! CCG's staff
or Agents receive CCG's Depositors signed
contracts...

1 some kind of written stipulation? What are you going to do?

2 MR. MOORE: No, ma'am. We'll just put that on -- I
3 can state that on the record before I introduce the document
4 through Ms. Samuels.

5 THE COURT: Okay.

6 MR. LANG: We just wanted to make the Court aware
7 of that so we know what--

8 MR. MOORE: And it will move much quicker if we do
9 that.

10 THE COURT: All right. Thank you.

11 MR. MOORE: Thank you, Your Honor.

12 MR. LANG: Thank you, Your Honor.

13 (Whereupon, a lunch recess was taken.)

14 THE COURT: Ready for the jury to come in?

15 MR. MOORE: Just a couple points, Your Honor, if I
16 could. And if I don't say this now, I will forget it, so I
17 would just like to say that we respect Your Honor's
18 preliminary instructions, and I don't think we need to do any
19 correction now, but with respect to the money laundering I
20 think there was an additional element that's not an element
21 of the 1957 charge. The 56 you do have to show promotion or
22 concealment. The 57 you don't.

23 And so I think we can deal with all that at the time of
24 Your Honor's jury charge. I don't think we need to say
25 anything to them now, but if I don't say anything now about

WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI

PART 7
ATTACHMENTS-16

STATE!! TRIAL COURT TRANSCRIPT
in -May 8, 2012 –OPEN COURT HEARING

Showing BOA's VOLUNTEERED BROUGHT FEDERAL Case LAW CLAIMS to be JOINT
within an ONGOING YET PENDING Open Court STATE! COURT! LAW ISSUES –
THEREFORE shows - "Where substantial constitutional issues are directly involved" SCACR 242(b)(4)
Involving Whaley's STATE! COURT! CLAIMS of "THEFT" of Cashier's Checks' named
PAYEE/CCG

See Transcript 5/8/2012 – pages 3- 8 – Shows BOA Volunteered
BROUGHT FEDERAL ISSUES Of LAWS within a STATE COURT LAWS
WHICH BOA ADMITS! INVOLVES the SAME! Identical Claims, & Parties

* Exh. I

1 State of South Carolina) In the Court
2 County of Dorchester) Of Common Pleas

3 Docket No. 2012-CP-18-00539

4
5 Roger L. Whaley,)
6 Plaintiff,)

7 vs.)

Transcript of Record

8
9 South Carolina Federal)
10 Credit Union, Bank of America,)
Defendants.)

11
12 May 8, 2012 * 7

13 St. George, South Carolina

14
15 B E F O R E:

16 The Honorable Maite' Murphy, Judge.

17
18 A P P E A R A N C E S:

19 Roger Whaley
Pro Se Plaintiff

20 * Jody Alan Bedenbaugh, Esquire *
Attorney for the Defendant Bank of America

21 * E. Caleb Riser, Esquire *
22 Attorney for the Defendant South Carolina Credit Union *

23
24 Brenda J. Sigwald, Circuit Court
25 P.O. Box 206, Jackson, South Carolina 29831

I N D E X

Page

Motions Hearing..... 3

Certificate of Reporter..... 16

E X H I B I T S

NO.

DESCRIPTION

PAGE

(There were no exhibits

entered during this hearing.) *ENTER*

** * Not True! - Court
Reporter's Error - See
transcript page 3, and — shows Exhibits
were offered in said
Court Hearing. . .*

1 THE COURT: The next case is Roger Whaley versus
2 South Carolina Federal Credit Union.

3 Good afternoon.

4 * MR. RISER: Good afternoon, Your Honor.

5 THE COURT: How are y'all this afternoon?

6 MR. RISER: Great.

7 THE COURT: And whose motion is this?

8 * MR. BEDENBAUGH: Your Honor, Jody Bedenbaugh for
9 Bank of America. It's our motion to dismiss.

10 * MR. RISER: And, Your Honor, I'm Caleb Riser for
11 South Carolina Federal Credit Union. We have nearly
12 identical motions to dismiss. Our pending motion is next
13 on the roster, so I will join arguments of Bank of
14 America Counsel.

15 THE COURT: Okay. And sir?

16 * MR. WHALEY: My name is Roger Whaley. I'm not an
17 attorney, but I'm just here to get my rights.

18 THE COURT: All right, sir. Thank you.

19 Are you ready to proceed?

20 * * MR. BEDENBAUGH: Yes, Your Honor. Your Honor, I
21 have a group of exhibits. May I pass those up?

22 THE COURT: Sure.

23 MR. BEDENBAUGH: Your Honor, again, my name is
24 Jody Bedenbaugh from the Richland County Bar. I'm here
25 for Bank of America. The background is fairly simple, * *

* Court reporter
transcribed
Boff
Admits
to Exhibits
Offered

~~But Judge's Hearing held 8-29, 2012 says & phr~~
whaley's claims are very clear!
verbally & w/ documents...

BoA's
Attorney's
Admits
A pro se
standard
that
different
than
an
Attorney's
standard
But
Judge
8-29-2012
says

Mr.
Whaley
Pro se
NON-
Attorney
Must
have
the
same
standards
as an
Attorney

But showed
special Attorney
Janey and
Instructed Advise...

BoA credit
Attorney's
bring
other
issues
+ his
said
case
matter
involve
3-Hebrew
Boys
ponzi
Scheme
and
Involving
Federal
Receiver
Ashmore

1 though this complaint is not. As we stated in our motion
2 to dismiss, the complaint is virtually incomprehensible.
3 and I don't mean that any disrespect to Mr. Whaley, but
4 in terms of the legal standards that we normally review
5 complaints, and even pro se standards, it's
6 incomprehensible.
7
8 Unfortunately, I believe this is part of a trend.
9
10 This is the third case for Bank of America that I'm
11 handling that has virtually identical allegations to
12 those that Mr. Whaley is making in this case. I think
13 there is a nonlawyer drafter behind all these documents,
14 but that's not necessarily in front of Your Honor today
15 unless Your Honor deems it appropriate to ask Mr. Whaley
16 about that.
17
18 That being said, I'm handling two cases for Bank
19 of America with the same factual allegations and I'm
20 aware of at least one other case involving the South
21 Carolina Federal Credit Union with the same allegations
22 and at least two other Bank of America cases in South
23 Carolina handled by another firm, all with the same
24 allegations. They all relate to the Three Hebrew Boys
25 Ponzi scheme which was a Ponzi scheme that was apparently
ran out of Columbia.
There is a federal receivership now pending with
Beatty Ashmore as the receiver. Judge Seymour is the

BoA - Admits! Bank
Federal Judge Seymour is
The Ponzi's Judge
in case dealing with Cashier's Checks
payable to CCG...

* Exh. V

See Court Reporter's Index Shows Court Reporter Info Incorrect which says no! Exhibits were entered during the hearing

1 judge and all of these cases deal with cashier's checks
2 payable to Capital Consortium Group, which is apparently
3 one of the aliases of one the Three Hebrew Boys Ponzi
4 scheme and is one of the entities that's in that
5 receivership. The Exhibit in the package that I handed
6 up are just examples of the two cases that I'm handling
7 for Bank of America that have the same unique style as
8 I'll call it.

BOA placed Exhibits in my records but not stated in Transcript

9 Exhibit 2 are orders dismissing two cases that
10 were recently entered. One entered by Judge Strickland
11 in Richland County and another one entered for South
12 Carolina Federal Credit Union matter by Judge Benjamin in
13 Richland County. The facts of this particular case, as
14 well as all the others, are essentially the same; and
15 that is the plaintiff is apparently seeking the return of
16 funds that were in the form of a cashier's check made
17 payable the Capital Consortium Group and deposited at a
18 bank.

BOA Names State court Judge Strickland Richland County as party not Whaley Lead Suit

19 In this case, the cashier's check was drawn on
20 South Carolina Federal Credit Union and deposited at Bank
21 of America. Bank of America is the defendant as is South
22 Carolina Federal Credit Union.

All seeking the Return of Funds from of Cashiers checks made payable

23 Exhibit 3 in my package are copies of these
24 checks that were attached to the complaint. So they're a
25 part of the complaint for all intents and purposes.

* BOA Admits Both BOA and S.C. Fed. Credit Union are Defendants in this

Case matters and Admits BOA Also! provided plt Whaley & All other individuals Cashiers checks as Exhibits

placed in the LCC Bank BOA

BOA REASONS for Dismissal - 1. Legal Standard
2. Cashier Checks allegedly
3. *Exh. VI Delivered to CCG - Business
who Allegedly Deposited
Checks.

1 The argument we set forth in our memorandum, we
2 set forth essentially four basic grounds for dismissal of
3 this case. The first one is even giving plaintiff all
4 the benefit of the doubt as a pro se litigant, the
5 allegations don't rise to the legal standard necessary to
6 assert a claim for relief.

7 The second argument is aside from the pleading
8 deficiencies, the substantive law governing cashiers
9 checks and official checks and bank checks does not give
10 the plaintiff a cause of action against Bank of America.
11 And that's basically two rules that provide that
12 argument. The first one is if you look at the copies of
13 the checks and the allegation in the complaint, it's
14 clear the plaintiff was the remitter, the purchaser of
15 the cashier's check. The cashier's check was made
16 payable to Capital Consortium Group.

17 Under the Uniform Commercial Code, Article III,
18 the drawer bank, South Carolina Federal Credit Union, is
19 both the drawee and the drawer of the check; and of
20 course, Bank of America was the depository bank. The
21 plaintiff, as remitter, does not have an interest in that
22 check once they purchase it and deliver it to Capital
23 Consortium Group. South Carolina has recognized that a
24 remitter does not have a cause of action for wrongful
25 endorsement. And that case is Steele versus Victory

* BOA
Admits
the Remitter
Roger Whaley
yet had
interest
with
cashier
checks
up until
checks
were

"Delivered it to Capital Consortium Group."
But! Whaley provided no evidence - the state
Department of Revenue - Return! money funds of CCG's
Other member - Where BOA admits! CCG never! Receive
The Cashier Checks - which made Remitters
yet! Only Hold

* BPA - Untruthfully claimed & below that Pkt Whaley
Did not dispute - the cashier's checks were not put
in the CCG account by CCG - See pgs 18-29-30 of Trans.
& Pkt's pleadings

1 Savings bank. A copy of that case is Exhibit 4 to the
2 package that I passed up. So under the substantive law,
3 the plaintiff doesn't have standing to sue Bank of
4 America for these cashier's checks.

5 Secondly, even if the plaintiff had standing,
6 it's clear that the checks were made payable to Capital
7 Consortium Group. They were deposited into an account
8 with Capital Consortium Group and the plaintiff doesn't
9 dispute that based on their allegations. So I'm not
10 clear what the plaintiff is alleging, whether Capital
11 Consortium Group fraudulently forged their own signature
12 or not, but it's clear that the checks went into the
13 account of the payee and South Carolina has recognized
14 that even if you have an unauthorized signature, if the
15 check goes into the account of the intended payee, then
16 you don't have a cause of action for the conversion of
17 the check. * BOA - Will not produce Exhibit 4 to
18 support BOA's Alleged Acct. w/CCG...

19 The case that recognized that is a Court of
20 Appeals case, Banker's Trust versus South Carolina
21 National. It's Exhibit 5 to the materials I passed up.
22 The third argument and probably the one I should
23 have started with is the simplest. It's the statute of
24 limitations. The checks, Your Honor will see, are dated
25 between October of 2006 and April of 2007. This action
was brought in February of 2012, well outside the three

and
BOA
Never
produced
any Exhibit
to show its
agreement
or conduct
w/CCG
Requesting
Plaintiff
Complaint
Always
Claims
of
"Theft"
Cons. payee
Disputed
that
HAS
Money
or
property
were
not
Deposited
in
CCG's
Account
Approved
by
A CCG
Authority
person
Therefore
Money
Never
went
in
the
account
of the
Intended
payee.

* Uniform
Global
STA suite
of
Limitation
says
begin
only
when BOA
or Bank
first
part of
any
of any
part of
or

BOA admitted
BOA account
provided
showed
BOA
Account
with
CCG
was
closed
April
of 2007
and
possibly
starting
since
Jan.
2007

BOA - Never provided
Whaley's requested Document
Evidence from 150 pages
715 Alleged
Discovered

*BOA - Rules that 54 statute of limitations does not
begin until - Bank - Notify Customer that their
claim is subject to proper - involving court
invaluements - ... or
year statute of limitations. That's another independent*

1 ground for dismissing the action. And finally, Your
2 Honor, we put as our final ground, to the extent the
3 plaintiff wants their money back from Capital Consortium
4 Group and the Three Hebrew Boys, they're seeking their
5 funds that were deposited into these bank accounts, their
6 cause of action is in the receivership. Receiver in a
7 Federal Court.

8 Judge Seymore has set up a claims administration
9 process in that federal receivership. We've attached to
10 our motion and memo and I've put as Exhibit 6 the
11 receivership order and the claims administration order in
12 that receivership. So that is the plaintiff's remedy,
13 not against Bank of America or South Carolina Federal
14 Credit Union. And that's all I have on the foregrounds,

15 Your Honor.

16 THE COURT: Thank you.

17 Anything you'd like to add?

18 MR. RISER: No, Your Honor. Again, our motion to

19 dismiss also included grounds for dismissal under Rule
20 12(b)6 which are identical to those of Bank of America
21 as well as the statute of limitations and just for not
22 wasting the Court's time I won't repeat any of those
23 arguments, but would ask that South Carolina Federal
24 Credit Union also be dismissed. Thank you.

25 THE COURT: Mr. Whaley?

*BOA & S.C. Fed. C.U. & Court - is
illegally using Federal Cases for laws
to attempt to govern State Cases*

*in 2007 & 2010
in favor
of CCB and its
agents, and those
participants.*

*Exhibit 1
Complaint
Mr. Whaley
never
claims
it's
wants
if there
money
from
CCG and
especially
never
from
the
3-HBs
Because
Mr.
Whaley
never
had
any
agreement
with
3-HBs*

*Receiver
Appointee
for
the
State
Court
who's
with
Law
Firm
Nelson
and
Mullin
Bishop
Gossett
Not
a
Federal
Receiver
and
State
Receiver
State
Plaintiff
505
Terminating
+ Spent
Full Relief*

1 MR. WHALEY: All right. Yes, ma'am. Yes, I did
2 make a check out to Capital Consortium Group, but it
3 wasn't proven that Capital Consortium Group received that
4 check. Looking on the back of the check, I couldn't see
5 that Capital Consortium signed it. Bank of America
6 stamped that themselves and I just feel like some wrong
7 doing been done on that because the boys, there wasn't a
8 constant flux with the State and Bank of America, I'd say
9 they had control of more Capital Consortium Group checks
10 and stuff like that.

11 THE COURT: Let's go through a couple of these
12 arguments. First of all, tell me about the statute of
13 limitations problem that you're facing.

14 MR. WHALEY: Okay. The statute of limitation.
15 Now, for that, most of the constituents of Capital
16 Consortium Group was kept in the dark about that. I
17 didn't find out about this until almost four years into
18 the -- all this been going on. And things started
19 researching -- they done some research on it and that's
20 how I got the final allotment of money and everything and
21 how it was -- how it was found.

22 THE COURT: And tell me, what is your
23 relationship to Capital Consortium Group.

24 MR. WHALEY: I was an investor and -- well, they
25 are supposed to invest the money, but the way it looks

Plt Whaley Always stated that CCG Never received plf's Whaley's money. Exh. X

10

1 Like, CCG never received it.

2 THE COURT: Well, then, you get to the next
3 argument that they addressed, as far as why you would not
4 go against the receivership rather than the bank. If
5 you're an investor and they deposited the money, then, of
6 course --

7 MR. WHALEY: I didn't deposit the money. I
8 invested the money. An investor.

9 THE COURT: Well, if you invest the money, tell
10 me your theory that they're liable for it.

11 MR. WHALEY: Because they so much stamped the
12 check and put that money in their account. I don't see
13 nothing saying that CCG deposited that money.

14 THE COURT: So your argument is that if any
15 investor deposits money with a bank, the bank is liable
16 if the investment is no good?

17 MR. WHALEY: Yes, because CCG did not never sign
18 it. They don't have proof saying that CCG deposited that
19 check.

20 THE COURT: And, tell me this though, as far as
21 your -- I mean have you had an opportunity to look at the
22 exhibits and look at the cases?

23 MR. WHALEY: Some of the exhibits. I did read
24 some of the material.

25 THE COURT: All right, sir. Well, I understand

*according to
Seymour Agreement
NO. Mr.
Whaley
is that
an investor
But a
depositor
with
CCG
only*

*BOA
S.L. Fed
C. U
court
Refused
Discovery
as
to
produce
any
signed
Contract
w/
BOA
and
CCG*

1 that you're representing yourself in this court and just
2 like in any other court, when you represent yourself, you
3 have to still abide by the same standards. You have to
4 follow the rules of civil procedure. You have to --
5 you're treated as if you were an attorney and you have
6 to -- your pleadings have to be accurate and, you know,
7 sometimes when pro se people appear with the courts, we
8 try to help and nudge them along as much as we can, but
9 we can't.

10 We can't give you legal advice. You are held to
11 the same standard as an attorney would be held. So if
12 your pleadings are deficient A, if you miss the statute
13 of limitations and your pleadings are deficient where
14 they fail to state a cause of action for which relief can
15 be granted, your case is going to go away.
16 But I've got to look at your pleadings and
17 certainly look at the exhibits. But if there's anything
18 else you need to tell me -- but I'll look at everything
19 before I make that decision. Is there anything else you
20 would like to add?

21 MR. WHALEY: Yes. What I understand that Bank of
22 America had turned most of that money into state of
23 revenue or something like that and they say they're going
24 to be giving people their money, but it's just a bunch of
25 talk and stuff like that; and that's why I have to come

The Court
Erred
The Laws
provided
shows
use
IS
Not
Held
The
Same
Standard
As
an
Attorney
would
be
Held

Judge
Admits -
She
Review
this
case
without
first
Reading
the
case
matters
Before
Hear

Therefore
only
Review
Defendant's
Exhibits
Hearings
5-8-2012
Plt's many Exhibits

Whaley acknowledged that state of
Dept of Revenue received
009 - monies from BOA

1 to the Court.

2 Now, I went to Bank of America and tried to
3 recoup my money and they said I have to file in the Court
4 to get it. So that's why I'm in court today because --
5 and that just seem like the only way I could get my
6 money.

7 THE COURT: Mr. Whaley, do you have -- is your
8 e-mail attached to your pleadings?

9 MR. WHALEY: I think so.

10 THE COURT: Do you have an e-mail address?

11 MR. WHALEY: Yes.

12 THE COURT: Was it attached to your complaint?

13 MR. WHALEY: I think so. I'm not a hundred
14 percent sure.

15 THE COURT: Can you give it to me?

16 MR. WHALEY: Okay. It's La99 --

17 THE COURT: What was that? La?

18 MR. WHALEY: La99 --

19 THE COURT: One L?

20 MR. WHALEY: Yeah.

21 THE COURT: Small A?

22 MR. WHALEY: Yes.

23 THE COURT: Okay.

24 MR. WHALEY: 99.

25 THE COURT: 99.

suggested
State Court
to communicate
with Mr. Whaley
through e-mail

Judge Admit to Communicate with 13
Exh. XIII
All parties at the same time.

1 MR. WHALEY: --mont at Yahoo dot com. But court
2 THE COURT: And the reason I ask for that, filed
3 Mr. Whaley, is that when the Court communicates with the shows
4 parties, it has to be all at the same time. Of course, I she'd
5 wouldn't contact them and talk to them without having you not
6 on the same communication. Okay? do so

7 So their addresses are on file with the attorney
8 information system, but I didn't have yours right on
9 hand, so that's why I asked for that. A Court procedure

10 MR. WHALEY: Okay. only communicating
11 THE COURT: Just to make sure that you get with prose - need
12 contacted just as they would get contacted when we make a Attorney
13 decision. Okay? By mail
Unless
order
otherwise

14 MR. WHALEY: All right.

15 THE COURT: So I'll take the time to look at your
16 complaint and see how it's worded and certainly take into
17 consideration their exhibits and whatnot and what you've
18 told me here today; and I will e-mail all the parties
19 with the Court's decision.

20 MR. WHALEY: Okay.

21 THE COURT: Okay. Thank you, sir.

22 MR. BEDENBAUGH: Thank you, Your Honor.

23 MR. RISER: Thank you:

24 (WHEREUPON this hearing was concluded and
25 following another hearing the same day the following took

Judge
Again
Admits
she
Never
Reminds
pts. what
complaint
and
Exhibits
see
also
page 11
Trans.

place:)

1
2 THE COURT: Mr. Whaley, I see you're back.

3 MR. WHALEY: Yes, ma'am.

4 THE COURT: And I can't talk about your case at
5 all without the other parties present.

6 MR. WHALEY: Oh, no, no, no, no. Since I can't
7 talk like a lawyer or do things -- any way you can
8 recommend me one?

9 THE COURT: I wish I could recommend an attorney
10 for you, but I'm not allowed to do that from the bench.
11 You can certainly contact the South Carolina Bar Lawyer
12 Referral Service. That's a good avenue.

13 MR. WHALEY: Okay.

14 THE COURT: You know certainly there's some fine
15 attorneys here in the courtroom. Just go through the
16 phonebook. I wish I could recommend somebody, but I'm
17 not allowed to do that.

18 MS. WHALEY: What about a continuance? I'm
19 sorry, I hope I'm not speaking out of line.

20 THE COURT: No, ma'am, we've already had the
21 hearing. And, you know, that obviously would have been
22 something to file prior to the hearing and I can't rule
23 on anything like that after the fact.

24 MS. WHALEY: Right.

25 THE COURT: Especially since the parties aren't

1 present.

2 MS. WHALEY: So I'm sorry, what exactly was the
3 purpose of the hearing?

4 THE COURT: I can't tell you that.

5 MS. WHALEY: Okay.

6 THE COURT: I can't tell you that.

7 MS. WHALEY: All right. Thank you.

8 * * * * * END OF TRANSCRIPT * * * * *

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1 State of South Carolina)
2 County of Aiken) Certificate of Reporter

3
4
5
6 I, THE UNDERSIGNED, Brenda J. Sigwald,
7 Official Court Reporter for the Fifth Judicial Circuit of
8 the State of South Carolina, do hereby certify that I
9 reported the proceedings in the captioned case in the
10 Court of Common Pleas in and for the State of South
11 Carolina on the 8th day of May, 2012.

12 I FURTHER CERTIFY that the foregoing pages,
13 numbered 1 through 15 constitute a true, accurate and
14 complete transcript of said hearing.

15 I FURTHER CERTIFY that I am neither kin, counsel,
16 nor of interest to any party hereto.

17 IN WITNESS WHEREOF, I have hereunto set my hand
18 and seal at Aiken County, this 3rd day of January, 2013.

19
20
21
22
23
24
25

Brenda J. Sigwald
Brenda J. Sigwald,
Court Reporter and Notary Public
For the State of South Carolina
My commission expires
January 4, 2020.

WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI

PART 8
ATTACHMENTS-13

STATE!! TRIAL COURT TRANSCRIPT
in -AUGUST 29, 2012 -OPEN COURT HEARING

Showing BOA's VOLUNTEERED BROUGHT FEDERAL Case LAW CLAIMS to be JOINT
within an ONGOING YET PENDING Open Court STATE! COURT! LAW ISSUES -
THEREFORE shows - "Where substantial constitutional issues are directly involved" SCACR 242(b)(4)
Involving Whaley's STATE! COURT! CLAIMS of "THEFT" of Cashier's Checks' named
PAYEE/CCG

See Transcript 8/29/2012 - pages - Shows WHALEY ALWAYS DISCUSSED
CLAIMS THAT BOA's ATTORNEYS are ALSO WHALEY/and/or Whaley's CASHIE'S
CHECKS' NAMED PAYEE/CCG's APPOINTED!! STATE!! COURT! "RECEIVER"
to Represent the alleged VICTIMS/whom BOA Admits! is also Mr. Roger L. WHALEY

See attach 8/29/2013, TRANSCRIPT Pages 1,4,5,6,7,9,10

*Exh. XVII

1 STATE OF SOUTH CAROLINA)
2) COURT OF COMMON PLEAS
3) No. 2012 CP 18 0539
4)

5 ROGER L. WHALEY

6 Plaintiff

7 versus

8 TRANSCRIPT OF RECORD

9 SOUTH CAROLINA FEDERAL
10 CREDIT UNION and
11 BANK OF AMERICA

12 Defendants

13 St. George, South Carolina
14 August 29, 2012

15 B E F O R E :

16 HONORABLE MAITE MURPHY, Presiding Judge

17 A P P E A R A N C E S :

18 For the Plaintiff:

19 Appearing Pro Se

20 For the Defendants:

21 Bank of America

22 ERIK NORTON, Esq.

23 Credit Union

24 CALEB RISER, Esq.

25 Reporter Present:

HARRY A. WALKER

HARRIET P. BENNETT
Reporter, S. C. Court Administration
46 Regency Oaks Drive
Summerville, S.C. 29485

Appearance of New Replace Attorneys
Within Appeal Court Records
without placing their Appearances
in accordance w/ Appellate Rules
& procedure

New Placement
Rep BOA
Attorney
in
Court
Appeals
Court
Records
+ before
New Attorney
Appeals Court
New! Recognized
Replication

EXH. XVIII

I N D E X

1		
2		
3	Mr. Whaley	Page 4, 5, 9
4	Mr. Riser	4, 8
5	Mr. Norton	8
6		
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12		
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25		

* Exh. XIX

EXHIBITS

NOTE: No Exhibits are marked nor proffered
by any party

Transcript
Page 11/12

* * See Court Judge - Admits!
~~Plaintiff~~ Plaintiff - Whaley
Did Produce! Document for
Exhibits - offered as his
Evidence - ; As well as
plt Whaley admits in
this said Transcript
that he provided "Exhibits"
or Documents - to be
reviewed by this said
Court - in both -
said Hearings - Heard
in this Court...

* Exh. XX

1 (The within matter came before the Court for hear-
2 ing on August 29, 2012, before the Honorable Maite
3 Murphy, Presiding Judge, in the Dorchester County Court
4 of Common Pleas, Non-Jury)

5 THE COURT: The next case is Roger L. Whaley ver-
6 sus South Carolina Federal.

7 Good morning, gentlemen.

8 MR. WHALEY: Good morning

9 MR. NORTON: Good morning, Judge.

10 MR. RISER: Good morning.

11 CLERK: This is case number 5.

12 THE COURT: Yes, and we are here on a motion, is
13 that correct?

14 MR. WHALEY: Yes.

15 MR. RISER: Yes, Your Honor. I believe this is
16 Mr. Whaley's motion, and we are opposed to Mr. Whaley's
17 motion.

18 THE COURT: All right. Mr. Whaley, it is your
19 motion, sir.

20 MR. WHALEY: The Bank of America is the one who
21 this is . . .

22 MR. RISER: Yes, Your Honor. This is a motion
23 filed by Mr. Whaley, and I believe the Defendant it is
24 directed at is the Bank of America.

25 I represent the South Carolina Federal Credit

*Different
BOA's Attorney
appeared
w/out
open court
at 10:15
it
replaced
prior
BOA
Attorney*

Bedford 5-8-12

*Again
shows
opinion
favors
g.*

*Trial
Court
Judges
Reasons
why*

*Whaley
Requests
Trial Court
Judge's
Disqualification*

*who
Ruled on per
Disqualification
Filed by Whaley's*

*Reason for the
Hearing held Aug. 29, 2012 -
see pg.*

shows and
Admits!

* Exh. XXI

* Whaley's Motion filed and heard 8-29-2012 - Admits!
was filed to discuss Disqualification of Judge.

2 Judge.

* * *

3 MR. WHALEY: Okay. Well, the reason I'm here is
4 because I asked them for the disqualification of the
5 Judge.

Lower
Court.
Which
the
Lower
Court

6 THE COURT: Mr. Whaley, I need you to speak up,
7 sir. My Court Reporter needs to take down everything
8 that you say.

Orders
Admitted
Prepared
By
BoA's
Attorney

9 MR. WHALEY: Well, first, I want to tell you I am
10 not a lawyer.

Nelson
Muller

11 THE COURT: Okay. Yes, sir.

12 MR. WHALEY: And I represent myself, and the reason
13 I ask for disqualification in this case is because I
14 find out that -- not meaning to be disrespectful, but
15 it seems like that the Court is being biased toward
16 me for a person licensed as a lawyer in the case.

Never
addressed
the
TRUE!
and
Only!

17 And that -- I can't really say, but it does seem
18 like things are not right.

Reason
for
Lower
Court
Hearing

19 The Court has Emailed me, and, you know, said
20 that -- okay, saying that upon review of the pleadings
21 -- sorry. Okay, upon review of the pleadings and evi-

22 dence presented, and the argument of the parties, I
23 would request that counsel for the Defendants, South

24 Carolina Federal Credit Union and Bank of America, to
25 please prepare proposed Orders that include the following

8-29-2012
Which
Shows
the

Both Orders
of 8-8-2012
& 8-29-2012
were
Heard & signed
that written the
Orders of Judge.

Exh. XXII

What Whaley Shows why! his Request for
Disqualification of Court Doing Special Favors.
and I am instructed in the Licensed!
Attorney's

1 facts and conclusions of law.

2 Now, when I hear that, it seems like the Court was
3 mostly representing the lawyers over here, which is
4 licensed lawyers, and I am just a
5 regular guy.

6 And it seems like the Court just giving them the
7 more privilege in writing up the law, even though when
8 they write up the law a lot of the stuff they will say
9 and the conclusion of law will say a lot of stuff not
10 true.

11 And I'd like to say also that it seems they almost
12 lie to the Court when the Court have them to write up
13 conclusions of law, saying that Mr. Ashmore was ap-
14 pointed as a Receiver on May the 21st. The's the Fed-
15 eral Receiver.

16 My Receiver is back over at Nelson and Mullions, BOA's
17 and they were my Receiver in State Court. LAW FIRM

18 So how they try to say that a Federal Receiver
19 it come before a Federal Receiver when this case was
20 decided in State Court? or completed/or final decision
21 The case was over since September 26, 2007, and
22 the Federal Government didn't get involved in this
23 case until about three months later.

24 So when they say that -- well, that's all I can
25 really say.

What Whaley's
Admits that
BOA's Lawyers
at
Nelson &
Mullions
was the
State
Court
Named
Receiver
and, What!
Federal
Receiver!

BOA's
LAW FIRM

*Exh. XXIII

Plt Whaley Admits! S.C. Fed credit Union - untruthfully alleged that BOA - legally! Deposited CCB's Money - up

Until May 21, 2007

1 Like I say, I'm not a lawyer, and I am represent-
2 ing myself.
3 What happened here is when they decide to put their
4 motion in this Court, they say to this Court that the
5 -- the South Carolina Credit Union is saying that Capitol
6 Starship Group deposit in Bank of America, and all of
7 that is really untrue.

8 If you look at my checks, the check was there to
9 Capitol Starship Group from Roger L. Whaley, not Cap-
10 itol Starship Group from South Carolina Credit Union.

* Emailed language of Reports Replaced

11 But still they're taking and saying that this --
12 the Bank is saying this Company must deposit in Bank of
13 America

14 Then if you look at the back of the check, you do
15 not see no signature from the person I send it to.
16 It is just a stamp from Bank of America.

* who do! Long or Never!

17 So how could they say that they deposit that money
18 when there's no signature on the back of that check
19 there?

produce that CCB Ever!

20 But mostly I am asking the Bank of America to
21 prove to me why they have the authority to cash my check
22 that I send to Capitol Starship Group.

Had or Yet! Had

23 You know, I want to know how they can do that, and
24 I just want some evidence saying they can do that, and
25 that's all I've got to say right now.

an Open acct with BOA

Requested the Court to get to BOA to produce evidence, it's alleged proper Authority to name CCB Whaley's unsigned check(s) - as pth - Requested Produced.

Evidence from BOA - Denied May 21, 2007 By Court Judge - One To BOA - Doing Special for BOA Atty...

*Exh. XXIV

different Attorney than the Trans. Hearing of May 8, 2012 who did not know what Nelson Mullin Law Firm stated without a ordered Trans up

1 THE COURT: All right, sir.
2 *MR. NORTON:* Your Honor, Erik Norton for Bank of
3 America.

4 I don't think there is anything new here on the
5 merits, Your Honor.

6 Your Honor has heard the argument and you have
7 ruled.

8 I think just to refresh your recollection, this
9 case involves a check that was caught up in the (not
10 audible on tape) scheme. You heard a motion to dis-
11 miss on it.

12 The Complaint was fairly unintelligible, (and we
13 had a hearing on it) and tried to work through all of
14 that.

15 Your Honor sent an Email to counsel and to Mr.
16 Whaley that set forth your ruling, (and it simply asked
17 counsel to draft Orders saying that which we did and
18 which we submitted to Your Honor.

19 So we just don't think that there is anything that
20 is new here today for us to deal with, and we think
21 the motion should be denied. Court

22 *MR. RISER:* Your Honor, Caleb Riser for the South
23 Carolina Federal Credit Union.

24 THE COURT: Yes, sir.

25 *MR. RISER:* Again, I would just like to reiterate

**Defense Must Produce All the New Claims Brought & Volunteered with this case matter Rule 15.6*
**H.O. Not Trust count Judge Advice Defense Counselors, what's what? Claims to Court Judge 6-27-2012 Different Claims other than what the Court Judge wrote to ALL!! Port us on The Court's Ordered E-Mail dated May 29, 2012*

**ATTY Norton Never! Attended May 8, 2012 Hearing and Never! wrote any Pleading Defense in his Name.*

Exh. XXV

1 argument of Mr. Norton.

2 I don't really believe that the motion today nor
3 his argument today address the South Carolina Federal
4 Credit Union, but to the extent his motion to recon-
5 sider does we would again ask Your Honor to deny that
6 motion.

7 THE COURT: All right, Mr. Whaley. Do you have
8 anything further?

9 MR. WHALEY: Oh, yes.

10 THE COURT: All right, sir.

11 MR. WHALEY: Why I said the Bank of America and
12 Capital Starship were paying the Defendants was because
13 according to the documents they start in their busi-
14 ness ever since August the 9th of 2006, and sometime
15 in January they had completely resolved their busi-
16 ness.

17 ~~But still checks was coming in into the Bank of~~
~~America, and instead of that money returned back to~~
~~the investors the Bank of America decided to go ahead~~
~~and keep it.~~ *Issues the contempt to ignore which supports Plt's claims of May 14 which conspiracy of theft in contempt.*

18 But still checks was coming in into the Bank of
19 America, and instead of that money returned back to
20 the investors the Bank of America decided to go ahead
21 and keep it.

22 Now, just like I say, this case was resolved
23 ever since September 26th of 2007, and in my talking
24 about it -- why this take place today is some of the
25 people just find out that they can file in the Court
because when they turn over that -- when Bank of America

Mr. Whaley Admits Both Paid Defendant S.C. Federal Credit Union

Mr. Whaley acknowledged S.C. Fed Credit Union never canceled his cashier's checks w/o he required 90 days since his payee CCB - never received his money...

~~EXH. XXVI~~

Shows BOA and CCB Enroll + their
alleged Business arrangements...
But get BOA Enroll + 705 stamp

Admit's
BOA
Turned
over
CCB
Money
First
Citizens
Bank
Therefore
shows
BOA
could
not
have
yet
cash
pld
Whaley's
checks
w/out
BOA
producing
a copy
of
termination
agreement
w/ BOA
which
never
pld
Whaley

turn over -- when Bank of America and Capital Starship
end their business. Bank of America turned over -- to
round that off - Sixty-three Million Dollars to the
First Citizens Bank under the account of Daniel Devel-
opment Company.

BOA's Home on
checks
+ that
were
Direct
Deposited
in
BOA
Instead
of
BOA
Transferred
CCB
money
to
First
Citizens
Bank
These
Issues
were
never
discussed
by
Whaley

Now, that money was frozen in the State Court on
May 21st by Judge Lee, and just a year ago that money
was sent to the State Department of Revenue.

Now, in my documents right here I write to the
Arizona State Revenue and they give me a response back,
like -- you know, they're saying that Capital Starship
Group deposit that money. There's no way they deposit
that money.

Now, just like I say before, I have asked for
documents to show that Capital Starship Group give to
them the right to process and cash my check when the
Bank of America and Capital Starship end their busi-
ness.

THE COURT: Thank you, Mr. Whaley.

Mr. Whaley, hearing your argument again and also
counsel's arguments again, I certainly do recall when
you were here last time.

I want to assure you that there is no bias because
you are not an attorney. Certainly you are very well
spoken and articulate.

Although
BOA
skye
they
were
discussed
and
Whaley
w/ court
w/ court

BOA
Transferred
CCB
money
to
First
Citizens
Bank
These
Issues
were
never
discussed
by
Whaley
First
Court
Hearing
Although
BOA
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they
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and
Whaley
w/ court
w/ court

request
Judge
9.09
they
were
discussed
and
Whaley
w/ court
w/ court

never! with Whaley contact
showed expert
w/ court
w/ court

* Exh. XXV Court again Admits, Plt presented his Documents!! and Case m.A. Ater clearly - But! yet Transcript says

You have presented your documents and your case

last time very clearly, and I certainly do recall that you did.

When you represent yourself, you are held to the same standard as if you are an attorney. So I have to follow the same standards as far as the rules of law and the rules of procedure, as far as that is concerned.

Whether you are an attorney or not, everybody is held to the same standard.

I do recall in earlier reviewing your documentation and the pleadings, and I thought that my ruling was accurate.

I stand by that ruling.

As far as having counsel draft a proposed Order, that is very customary, especially since I don't have a law clerk.

With the volume of cases that sometimes come in, it really just puts extra work on them. It doesn't make them change the facts or change the law, because I certainly review everything that is submitted before it is signed.

So I would respectfully deny your motion to reconsider.

MR. NORTON: Thank you, Your Honor.

Judge Admits! to personal! 7000s - Lawyers! Did show for Judge - therefore shows Bias Conducted and Personal Interest of own.

Judge Admitted
Admitted
When
Against
the Law!
As - A Pro
se Attorney
is that
Held
at the
Same
Standards!
Go on
Attorney

Shows Bias

Document
Not
Evidence
but
Produced
in the
Said
Court.
Hearings

Judge
Admits
to

Reviewing
Plt's Documents
but this

Transcript
Claims
NO
Documents
were
provided

Judge's

Ruling
in
written Orders

again!
Never!

Ruled on
Judge's
Disqualification

* Exh. XXV!!!

MR. RISER: Thank you, Your Honor.

MR. NORTON: Your Honor, would you like me to
draft another Order?

THE COURT: It you would just draft a short form
Order, that would be great.

-----END OF REQUESTED TRANSCRIPT OF RECORD-----

Agree + do special
favors
50
to
consult.
pro
se
R.H. Whaley

EXH. XXX

CERTIFICATE

I, HARRIET P. BENNETT, Official Court Reporter
for South Carolina Court Administration, hereby certify
that the foregoing Transcript was prepared from the re-
cords of Harry A. Walker to the best of my ability,
having been heard in the Court of Common Pleas, Non
Jury, for Dorchester County, on August 29, 2012.

FURTHER, I certify that I am neither of kin nor
counsel to any party to this action, nor do I have any
interest in the same.

June 18, 2013

Harriet P. Bennett

**WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI**

**PART 9
ATTACHMENTS-15**

**BOA'S PROVIDED RULES SCACR Rule 210(c) and SCRCP Rule 10(c)
BOA'S PRODUCED DOCUMENTS in LOWER TRIAL COURT on MAY 8, 2012
OPEN COURT HEARING**

**SHOWING BOA RETURNED!! CCG'S other Constituent's MONEY FUNDS
DUE TO BOA ADMITS! CCG! BUSINESS Never! DEPOSITED CCG Constituent's MONIES
IN BANK OF AMERICA – RESULTED in BOA turned CCG Constituents! MONIES
(including WHALEY'S MONIES) over to the DEPARTMENT OF REVENUE – BUT! NOT!
UNTIL in the YEAR! 2011**

Example Only!

Bank of America		Declaration of Loss and Indemnity Agreement Stop Payment Form	
CONFIDENTIAL		Tracking # 5926879	
Cashier's / Official Check • A stop payment may not be placed by the customer for any reason other than lost, stolen or destroyed. • A replacement check or credit to an account will not be processed until: o 31 st day for checks \$501 - \$1,000.00 o 61 st day for checks \$1,000.01 or more			
Personal Money Order • A stop payment cannot be placed if the payee line was not completed.			
Name of Customer (Requester) Narcissus Hooker III		Claimant (Requester) is: ☒ Bank of America ☐ Bank of America (check issued for "Bank of America" only)	Day time Phone: 528-285-5529 Current Date: 5/6/2002
Address of Customer (Requester) 1520 E. San Mateo Trail		City Costa Mesa	State CA Zip Code 92626
Cashier's / Official Check / Money Order Account Number 255342455		Cashier's / Official Check / Money Order Serial Number 6123562	Date of Cashier's / Official Check / Money Order 5/25/2002
Amount of Cashier's / Official Check / Money Order \$5,875.89		Payee Narcissus Hooker	Payee (required) C/O
Cashier's / Official Check Check purchased by customer - Reason for Stop Payment (Please check one) ☒ Lost ☐ Stolen ☐ Destroyed Check issued by "Bank of America" only - Reason for the payment (check one) ☐ Lost ☐ Stolen ☐ Destroyed ☐ Other (Bank of America Internal use only - Reason Required)		Personal Money Order Reason for Stop Payment (Please check one) ☐ Lost ☐ Stolen ☐ Destroyed ☐ Other Was Money Order payee line completed? ☐ Yes ☒ No	
Was check cashed when lost/stolen/destroyed? ☐ Yes ☒ No ☐ Unknown		Claimant (Requester) requests reimbursement/repayment or follow: ☐ Direct credit to claimant's (requester's) account. Account name: Account # Entry Date ☐ Supplemental check payable to original check (brand) ☒ Other (Indicate: Make CH Payable To Narcissus Hooker III)	

Cashier's / Official Check Claim - check Part A and complete Part C.
Personal Money Order Claim - check Part B and complete Part C.

Part A

(I) Payee/Purchaser's Claim for Reimbursement of lost, stolen or destroyed Cashier's / Official Check

I am the purchaser of the item described above and certify, under penalty of perjury, that (1) the above information is correct, (2) the above item has been lost, stolen, or destroyed, (3) I cannot reasonably obtain possession of the item because its whereabouts cannot be determined, or it is in the wrongful possession of an unknown party or a person that cannot be found or is not amenable to service of process, and (4) the loss of possession was not the result of a transfer by me or a lawful seizure of the item.

Checks issued for \$1 to \$1,000.00:

The Claimant understands that any reimbursement/repayment will be made within (30) days from the date of the Check, and that the reimbursement/repayment after (30) days from the date of the Check is an accommodation to the customer. The Claimant further understands that within (30) days from the date of the Check, the Bank may pay the Check to any person entitled to enforce payment within the 30-day period, or thereafter if the Bank has not yet had a reasonable time to investigate this request, and the Bank shall not be liable to the Claimant for such payment. The Claimant also agrees to reimburse the Bank upon demand if the check is paid by the Bank to a person having the right of a "holder in due course", as defined under applicable law, after the Bank has made payment to the Claimant in accordance with the request made herein.

Checks issued for \$1,000.01 or more:

The Claimant understands that any reimbursement/repayment will be made within (60) days from the date of the Check. The Claimant further understands that payment to applicable law, this claim will have no legal effect until (90) days from the date of the Check, and that within this 90-day period, or thereafter if the Bank has not yet had a reasonable time to investigate this request, the Bank may pay the Check to any person entitled to enforce payment, and the Bank shall not be liable to the Claimant for such payment. The Claimant also agrees to reimburse the Bank upon demand if the check is paid by the Bank to a person having the right of a "holder in due course", as defined under applicable law, after the Bank has made payment to the Claimant in accordance with the request made herein.

In consideration of your placing a stop payment, I agree (1) to hold the bank and its agents harmless from all damages, expenses, or liabilities arising from this claim, (2) that the bank or its agents will not be liable if the item is paid by mistake or I give the bank incorrect information provided the bank follows the bank's usual procedures for handling such claims, and (3) that if the original item is found, I will promptly deliver it to Bank of America to cancel and destroy.

Part B

(I) Payee/Purchaser's Money Order Claim

I am the purchaser of the item described above and certify, under penalty of perjury, that the above information is correct and the item is not benefit of cash. I hereby agree to hold you and your agents harmless from all damages, expenses, or liabilities arising from this claim, that you or your agents will not be liable if the item is paid by mistake or I give you incorrect information provided you follow the bank's usual procedures for handling such a claim and that if the original item is found, I will promptly deliver it to the bank for cancellation.

Part C

Narcissus Hooker III
Signature of Individual Claimant (Requester)

[Signature]
Signature of Individual Claimant (Requester) (your payee)

Important: Signature(s) of claimant(s) (requester(s)) must be witnessed.
See page 2 for acknowledgment form.

Important: Signature(s) of claimant(s) (requester(s)) must be witnessed. See page 2 for acknowledgment form.

FOR BANK USE ONLY			
Account Reporting Office (Printed name)	Claim Date	Mail Date	Phone Number
CHRISTY LAMAR	5/25/02	5/25/02-01/01	405-557-6810
For Completed Form to Appropriate Official Bank Reconciliation Form			
File	Model Name	California	Washington/Idaho
Mail Code	877-655-1234	815-636-4734	206-358-1243
	809-121-0124	645-701-0125	WAI-301-11-50

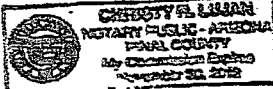
Individual Acknowledgment (When a document or other act is acknowledged by an individual, use "The Substantial Party Acknowledgment" form below instead.)

State of Arizona

County of Pinal

The foregoing instrument was acknowledged before me this 6 day of MAY, 2012, by ROSE ANNE RODRIGUEZ

who has produced AN ARIZONA IDENTIFICATION CARD as identification



[Signature]
Signature of Notary Public

My commission expires November 28, 2015

Type or print name Christy Lujan

Joint Payor Acknowledgment (If applicable)

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____

who has produced _____ as identification

Signature of Notary Public

My commission expires _____

Type or print name _____

Revoked/Rescinded Acknowledgment

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____

_____ (Name of Party)

Notarized by _____ as identification

Signature of Notary Public

My commission expires _____

Type or print name _____

CS-57-1206NEW 06-2009

Confidential 06-2009

19:00 11/02/2012

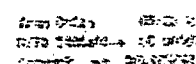
1155 Sep 19 15:50:28 CDT 2013

Showing Mr. Brown's account 1st of BOA's
 Cashier Check - which is not BOA's
 Not attached Credit-Cashier

Bank of America  **Cashier's Check** No. **0982567**

Pay to the order of **Mr. E. J. Brown** \$ **5000.00**

Five Thousand and 00/100

Authorized Signature:  **Mr. E. J. Brown**

Bank of America, N.A.
 100 Wall Street
 New York, N.Y. 10038

VOID AFTER 60 DAYS

Customer Order # 00164100072
 Retain For Your Records

Check
 Outstanding
 Alleged
 Cashier
 Check
 Alleged
 + Mr.
 Mr.
 Clifford
 Brown
 Cashier
 Check
 W #5
 Alleged
 "Loss"
 When
 At
 ALL
 Times
 BOA's
 Attached
 Credit
 Cashier
 Check
 Shows
 Alleged
 Deposited
 Mr. Brown
 Cashier
 Check
 On
 May 25,
 2007
 without
 the
 Approval
 Stamp of
 CCG - Nor,
 along
 a green stamp
 with Mr.
 Brown
 on 5-25-07

Laws must be
 upheld
 with all
 Federal
 state
 issues
 to be
 resolved by
 the
 Federal
 Court
 ↓
 Please
 see
 Attached
 typed
 W.R. filed
 statements.

Shows the Federal Court - Must: Des Moines, Iowa
Federal Filed Claims such as - Dist. U.S. Atty. Halliday
Filed Aug. 1st, 2007, and Criminal Filed Claims submitted
on May 27, 2008 - regarding the SAME! Claims and Parties
already! Been resolved and
Education Expense Board, 527 U.S. 666 (1999); Seminole Tribe of Fla. v. Florida, 517 U.S. 44
(1996); Blatchford v. Native Village of Noatak, 501 U.S. 773 (1991); Will v. Michigan
Department of State Police, 491 U.S. 58 (1989); Alabama v. Pugh, 438 U.S. 781 (1978); and
ultimately, Hans v. Louisiana, 134 U.S. 1 (1890). Even without this immunity, the Complaint
suggests no factual predicate upon which to imagine that the Governor of South Carolina, either
in his official capacity or as an individual, has sought to "subvert" or "takeover" Plaintiff
Wendell Freeman's parental rights or responsibilities.

Federal courts are "constrained to exercise only the authority conferred by Article III of
the Constitution and affirmatively granted by federal statute." In re Bulldog Trucking, Inc., 147

F.3d 347, 352 (4th Cir. 1998). There is no presumption that a federal court has jurisdiction over

any given matter. Pinkle v. Inc. v. City of Frederick, 191 F.3d 394, 399 (4th Cir. 1999) (citing

Lehigh Mining & Mfg. Co. v. Kelly, 160 U.S. 337, 327 (1895)). Accordingly, a federal court is

required, sua sponte, to determine if a valid basis for its jurisdiction exists, and to dismiss the

action if no such ground appears. Bulldog Trucking, supra. See also Rule 12(h)(3) Federal

Rules of Civil Procedure (Fed. R. Civ. P.) ("Whenever it appears ... that the court lacks

jurisdiction of the subject matter, the court shall dismiss the action."). Although the absence of

subject matter jurisdiction may be raised at any time during the case, determining jurisdiction at

the outset of the litigation is the most efficient procedure. Lovern v. Edwards, 190 F.3d 643, 654

(4th Cir. 1999).

United States District Courts, as federal courts established by the United States Congress,

are limited in their jurisdiction to "federal question" and "diversity" cases pursuant to 28 U.S.C.

§ 1331 and § 1332. An action for violation of civil rights under 42 U.S.C. § 1983, for example, is

** Federal Judge Seymour - an illiterate judge - may
Admits! that a Federal Court - Can Not - Intervene in
State Court! have Legal Jurisdiction over ongoing STATE
Court! have already filed Orders! Nor! already engaging STATE
litigation or reviewing ANY Decision*

a "federal question" case which means that Congress establishes by statute the basis contours of
litigation to enforce its provisions. "Diversity" jurisdiction exists when the parties are citizens of
different states and a minimum jurisdictional amount is at stake. The courts must interpret and
apply those statutory provisions in specific cases.

The matter of Wendell Freeman's parental rights has apparently been determined by the

***** Richland County Probate Court from which decision he has a right to appeal within the state
courts of South Carolina. By asking this Court to intervene in that proceeding, the Plaintiffs
have requested relief which simply cannot be granted. The well-settled Rooker-Feldman
doctrine prevents this Court from assuming jurisdiction over ongoing state litigation or
reviewing any decision made or soon to be made therein.²

RECOMMENDATION

It is recommended that this action be dismissed without issuance or service of process
upon the Defendants. The Plaintiffs' attention is directed to the notice on the next page.

Respectfully Submitted,

s/Joseph R. McCrorey
United States Magistrate Judge

January 11, 2006
Columbia, South Carolina

² - This doctrine derives from two U.S. Supreme Court cases, Rooker v. Fidelity Trust Co., 263 U.S. 413, 66 L. Ed. 362, 44 S. Ct. 149 (1923) and D.C. Court of Appeals v. Feldman, 460 U.S. 462, 75 L. Ed. 2d 206, 103 S. Ct. 1303 (1983). See Allstate Insurance Company v. West Virginia State Bar, 233 F. 3d 813 (4th Cir. 2000) for recent application of the doctrine in the Fourth Circuit.

*can
be
possible
made
already
by
the
STATE
Court*

which
Defeats!
Judge
James
Ordered
June
1st
2011
Claims..*

Richland County State Court

BOOK RJ PAGE 68

Shows Since 9-25-2007 - Attorney General's Office Dismissal!! Of it's Ponzi Scheme involving alleged Security Claims and other!
WHEREAS, Plaintiff and Defendants acknowledged before Judge James R. Barber that they agreed to resolve Plaintiff's Motion by entering into a Consent Order, and

WHEREAS, Defendants' willingness to enter into such Consent Order shall not be construed as an admission of guilt or civil liability in this or any other pending action;

THEREFORE, by consent of the undersigned counsel for the above-named parties,

IT IS HEREBY ORDERED THAT

(1) Defendants shall not engage in any act, practice or course of business in connection with the offer or sale of securities (as defined in the South Carolina Securities Act) in or from the State of South Carolina which are not registered with the Securities Division of the Office of the Attorney General pursuant to South Carolina law;

(2) Defendants are prohibited from engaging, directly or indirectly, in the above proscribed acts individually and/or through any affiliates, subsidiaries or third parties of any kind; and

(3) All Orders issued in this case shall continue in full force and effect, including the format order granting an injunction against Daniel Development Group, LLC to be entered pursuant to Judge Alison R. Lee's ruling on or about August 31, 2007, as reflected on the correspondence attached hereto as Exhibit "A."

AND IT IS SO ORDERED.

Date: 9/5/07

James R. Barber, III
James R. Barber, III
Presiding Circuit Court Judge

Consent Order to Cease and Desist with CCB Signed by State Court Judge since Year 2004 - That do Not Show in Consent to get Held in Bank CCB Injunction Filed 6-25-07

I SO MOVE:

HENRY D. MCMASTER
Attorney General

JOHN MCINTOSH
Chief Deputy Attorney General

TRACY A. MEYERS
Assistant Attorney General

T. PARKIN HUNTER
Assistant Attorney General

WARREN V. GANJEHSANI
Assistant Attorney General

T. Park Hunter
Attorneys for Plaintiff

Post Office Box 11549
Columbia, South Carolina 29211-1549
Telephone: (803) 734-3680

I CONSENT:

AMPHILL P. PRIDE II, ESQ.

Attorney for Defendants **Capital Consortium Group, LLC; 3 Hebrew Boys, LLC; Tony Pough a/k/a Tony Bernard Pough; Tim McQueen a/k/a Timothy McQueen; Joseph Brunson a/k/a Joseph B. Brunson; and Daniel Development Group, LLC**

11. All banks, brokerage firms, financial institutions, or other business entities that have or may have—per information provided by the Receiver—possession, custody or control of any assets, funds or accounts in the name of, or for the benefit of Three Hebrew Boys or in the name of or for the benefit of individuals known to be working in concert with the Three Hebrew Boys (including those acting in the capacity of independent representatives) shall cooperate expeditiously in providing necessary information and in the granting of control and authorization as a necessary signatory as to said assets and accounts to the Receiver. Any required disclosure and notification of the Receiver's request for information and/or control of said assets and accounts shall occur in a manner so as not to impede in duties of the Receiver.

12. Unless and as authorized by the Receiver, Three Hebrew Boys, and their respective principals or anyone purporting to act on their behalf shall take no action on behalf of or for the benefit of Three Hebrew Boys.

13. Three Hebrew Boys, and their respective principals, officers, agents, employees and independent representatives shall cooperate fully with the Receiver, including, if requested, appearing for deposition testimony and producing documents, upon two business days' notice (which may be sent by facsimile) and shall take no action, directly or indirectly, to hinder, obstruct or otherwise interfere with the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the Receiver of the funds, assets, premises, or choses in action described above.

14. The Receiver, or any counsel who the Receiver may select, is entitled to reasonable compensation from the assets now in the possession or control of, or which may be received by, Three Hebrew Boys, said amount or amounts of compensation shall be commensurate with the duties performed (subject to approval of the Court).

Supreme Court
Board member
Receiver
B.B.
Ashmore
is shown
to
Received
and
paid
out
personal
monies
involve
the
above
found
fraud!
civil
case NO.
3:07-MC-00133
MBS
when found
No! actual
complaint was
never filed.

Agreed
FAX
Copies
perfected
Del. now
Involved
Respondent
BOA's
Documented
Evidence
Supports
Pet. it is now/whaler's
Always provided
Proof of sources
showing where BOA
Accepted
we Documented
Being Perfected
a Delivered to
Both Respondents!

on the three Hebrew Boys
company, nor their
employee
agent or Reps, nor
CC 9/10/12

15. During the period of this Receivership, all persons, including creditors, banks, investors, or others, with actual notice of this Order, are enjoined from filing a petition for relief under the United States Bankruptcy Code without prior permission from this Court, or from in any way disturbing the assets or proceeds of the receivership or from prosecuting any actions or proceedings that interfere with the discharge of the Receiver's obligations.

16. The Receiver is fully authorized to proceed with any filing he may deem appropriate under the Bankruptcy Code as to Three Hebrew Boys.

17. Title to all property, contracts, rights of action, and books and records of Three Hebrew Boys, and their respective principals, wherever located, is vested by operation of law in a receiver.

18. Upon request by the Receiver, any company providing telephonic services to Three Hebrew Boys, shall provide a reference of calls from all numbers presently assigned to Three Hebrew Boys, to any such number designated by the Receiver or perform any other changes necessary to the conduct of the receivership.

19. Any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to Three Hebrew Boys shall maintain such service and transfer any such accounts to the Receiver unless otherwise instructed by the Receiver.

XX 20. The United States Postal Service is directed to provide any information requested by the Receiver regarding any Defendant or Relief Defendant, and handle future deliveries of Three Hebrew Boys mail as directed by the Receiver.

21. No bank, savings and loan association, financial institution, or any other person or entity, shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court.

FILED

1,000.00 PMO
37.00 cash

21 (Official Form 1) (12/07)

United States Bankruptcy Court DISTRICT OF		
Name of Debtor (If individual, enter Last, First, Middle; CCG Capital Consortium Group All Other Names used by the Debtor in the last 8 years (Include married, trading, and trade names): 3 Hebrew Boys aka Three Hebrew Boys		
Last four digits of Social Security/Complete EIN or other Tax ID No. (If none then use "none")		
Street Address of Debtor (No. and Street, City, and State): 1000 Capital Consortium Group 173 Broad River Rd 375 Riverside, SC 29126		
Street Address of Joint Debtor (No. and Street, City, and State):		
County of Residence or of the Principal Place of Business: RICHMOND		
Mailing Address of Debtor (If different from street address): CCG - Umbrella Company of All other companies See attachments		
Mailing Address of Joint Debtor (If different from street address):		
Location of Principal Assets of Business Debtor (If different from above):		
Type of Debtor (Form of Organization) (Check one box.) ☐ Individual (Include Joint Debtors) See Debts B on page 2 of this form. ☒ Corporation (Include LLC and LLP) ☐ Partnership ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101(51F) ☐ Railroad ☐ Securities Broker ☐ Commodity Broker ☐ Clearing Broker ☐ Other ☐ Tax-Exempt Entity (Check box, if applicable) ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Nature of Debts (Check one box.) ☐ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(2) as "incurred by an individual primarily for a personal, family, or house- hold purpose."		☒ Debts are primarily business debts.
Filing Fee (Check one box.) ☒ Full filing fee attached. ☐ Filing fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay the amount in installments. Rule 1005(b). See Official Form 2A. ☐ Filing fee waived or reduced (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 2B.		Chapter 12 Debtors Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). ☒ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: ☐ Debtor's aggregate nonexempt liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,100,000. Check all applicable boxes: ☐ A plan is being filed with this petition. Attachments of the plan were collected proportionately from one or more classes of creditors, in accordance with 11 U.S.C. § 1125(b).
Statement of Debtor's Financial Condition ☒ Debtor certifies that funds will be available for distribution to unsecured creditors. ☐ Debtor certifies that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors ☐ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-999 ☐ 1,000- 5,000 ☐ 5,001- 10,000 ☒ 10,001- 25,000 ☐ 25,001- 50,000 ☐ 50,001- 100,000 ☐ Over 100,000		
Estimated Assets ☐ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$5 million ☐ \$5,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ \$1 billion to \$5 billion ☐ \$5 billion to \$10 billion ☐ \$10 billion to \$50 billion ☐ \$50 billion to \$100 billion ☐ \$100 billion to \$500 billion ☐ \$500 billion to \$1 trillion ☐ \$1 trillion to \$5 trillion ☐ \$5 trillion to \$10 trillion ☐ \$10 trillion to \$50 trillion ☐ \$50 trillion to \$100 trillion ☐ \$100 trillion to \$500 trillion ☐ \$500 trillion to \$1 quadrillion ☐ \$1 quadrillion to \$5 quadrillion ☐ \$5 quadrillion to \$10 quadrillion ☐ \$10 quadrillion to \$50 quadrillion ☐ \$50 quadrillion to \$100 quadrillion ☐ \$100 quadrillion to \$500 quadrillion ☐ \$500 quadrillion to \$1 quintillion ☐ \$1 quintillion to \$5 quintillion ☐ \$5 quintillion to \$10 quintillion ☐ \$10 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AFFIDAVIT OF Thedford A. Rowser-Bey/aka/
LEGAL RESEARCHER/CONSULTANT

Pages 1 of 3

Personally appeared before me, Thedford A. Rowser/aka/Bey, who, being duly sworn, states that:

1. I am over the age of 18 and of sound mind. I have never been convicted of ANY felony or crime, and I am also FAMILIAR with the BUSINESS RECORDS that DefendantS and PlaintiffS maintains and Understand how to Read and PRODUCED the DOCUMENTED EVIDENCE that supports ALL FACTS herein confirms all claims to be true and correct, and shows that I am competent to give this Affidavit.

2. I am the owner/and founder of the Research LICENSED¹ business "#001531", titled as being the "Office of Justice & Trust" "LICENSE FOR 541199 ALL other LEGAL Se" which does Legal Research from the State of Alabama regarding GLOBAL issues;² which is Recognized by the National Association of Professional Women/aka/NAPW – who's also recognized by U.S. CONGRESS, as I, Ms. Thedford A. Rowser-Hall-Bey has been elected as being the VIP WOMAN of the YEAR 2012 to 2013, sponsored by Ms./Attorney Star Jones and (former wife of Mr. Donald Trump) Ms. Ivanha Trump.³

3. I, am owner/and founder of a Legal Research LICENSED business for over 10 years, that examine ALL BUSINESSES RECORDS, and Personal mailed RECORDs from Individuals (all over the United States/and GLOBALLY), I am familiar with the businesses and personal records which PlaintiffS and the said named DefendantS have attached regarding PlaintiffS signed Complaint and/or with the documents attached with both DefendantS written "MOTIONs TO DISMISS" (and the documents attached with DefendantS AFFIDAVITs) all FILED in this said above CIVIL case number 2011-CP-21-03419. As I base this Affidavit upon my REVIEW of those BUSINESSES and their RECORDs/or personal filed Records/and/or the attached RECORDs, and upon my OWN PERSONAL KNOWLEDGE with said records.

DEFENDANT BOA ADMITS! TO REPRESENTING
Plaintiffs' PAYEE and Plaintiffs' PAYEE's Customers since and before YEAR 2007

*** 4. I am knowledgeable also by reviewing the said Federal Court's TRANSCRIPT dated November 10, 2009, regarding Defendant BOA'S (29) YEARS Employee, Mr. Dezarn, who ADMITS BOA is the "REPRESENTATIVE" for PlaintiffS' named PAYEE, and PlaintiffS' named PAYEE's CUSTOMERS, who are the "RemitterS" named on PlaintiffS Cashier's Checks -made out to their PAYEE -

"Capital Consortium Group"/"BRUNSON OUTREACH" (See Trans. pg 92), Defendant BOA Admits Representation with PlaintiffS Payee and its-"LOCKBox is a SERVICE...provided CUSTOMERS that provides Efficient and FAST PROCESSING of CHECKS payable! to! them!...and...a LOCKBOX work...(as)...a PO BOX SET! up FOR! the CUSTOMER! where! THEIR!! CUSTOMERS!! WOULD MAIL CHECKS! to! that! PO BOX! a REPRESENTATIVE!! FROM! the BANK! (of AMERICA) WOULD GO PICK! UP! those!! CHECKS! AND!! TAKE! THEM!! BACK! and PROCESS!! the ITEMS!! (/aka/are the PlaintiffS! CHECKS) and THEN!! (BOA) CREDIT!! to the ACCOUNT!! that! the (BOA's) CUSTOMER! (Plaintiffs' named PAYEE) CHOOSES."; As the below RECORDS shows BOA ADMITS PlaintiffS named PAYEE CCG NEVER! Received PlaintiffS Cashier CheckS/monies.

¹ License Business for over 10 years...See attached LICENSED BUSINESS document, expiration 12/31/2012.

² As the Office of Justice and Trust LLC is also incorporated with the State of Alabama, confirmed by the "Alabama BUSINESS PRIVILEGE Tax Return and ANNUAL REPORT" which can be pull by any website regarding public information:

³ See attached Acknowledged Letter from NAPW, shows Ms. Thedford A. Rowser-HALL-Bey – VIP for YEAR 2012/2013, sponsored by Attorney/aka/Ms. Star Jones, and Ms. Ivanha Trump, as being a Recognized as a Reliable Person, and Business.

**** 5. I am Knowledgeable of the undisputed attached documentation from the STATE and Federal Court's (Partial) TRANSCRIPTS of the dates MAY 31, 2007, and NOVEMBER 10, 2009 filed by Plaintiffs in this said case matter, and the document of the U.S. FEDERAL District Court "Order" dated OCTOBER 10, 2008 filed by the said DEFENDANT BOA/with the Federal Court's TRANSCRIPT dated 11/10/2009 shows! THAT IT REPRESENT!! Plaintiffs' Cashier Checks' named PAYEE/Customer/Capital Consortium Group, as well as REPRESENT Plaintiffs' named PAYEE/Capital Consortium Group's CUSTOMERS – which are ALL the PLAINTIFFS.

6. I am knowledgeable that according to the attached Federal and STATE! Court TRANSCRIPTS with the dates MAY 31, 2007 and NOVEMBER 10, 2009, shows that Defendant BOA CLOSED!! all of Plaintiffs named PAYEE/Capital Consortium Group/BRUNSON OUTREACH's ACCOUNT(s), since MARCH 2007, although the attached documents dated November 25, 2008 *(See attachments PART 6 of 7), titled as an "Order" shows that Defendant BOA continued " ...to have FUNDS CONVERTED from EXPIRED UNNEGOTIATED Bank of America CASHIER'S CHECKS purchased by and issued by Companies and INDIVIDUALS..." whom the U.S. District Federal Court JUDGE MARGARET B. SEYMOUR, and the said RECEIVER –BEATTIE B. ASHMORE, AGREED to continue! doing BUSINESS with Defendant BOA involving Plaintiffs Payee/Capital Consortium Group's CLOSED ACCOUNT(s), "...to have Bank of America RETURN FUNDS USED by 3HB (3 HEBREW BOYS)...and...to have the RECEIVER's COUNSEL WRITE CERTIFIED LETTERS to the PAYEES ADVISING as to VOID, UNNEGOTIABLE ...CHECKS in QUESTION...", INVOLVING Defendant BOA who PARTICIPATED "UNDER SEAL"/in SECRECY! with Federal Officials Judge Margaret B. Seymour and Federal Receiver-Beattie B. Ashmore, in the South Carolina's U.S. Federal Court CIVIL Case no. "3:07-MC-00135-MBS" COMBINED with the Federal Court's CRIMINAL CASE NO. "CR. No. 3:08-615-MBS" *(See attached Attachments 6 of 7) – with BOTH (the said CRIMINAL and CIVIL) cases heard in the said Federal Court up until the date DECEMBER 10, 2010, heard ONLY by Federal Judge Margaret B. Seymour presiding as JUDGE, in reference the DEFENDANT BOA's Motion to Dismiss attached EXHIBIT A, of the Federal "ORDER" dated OCTOBER 10, 2008 – which is in reference to the APPOINTMENT of the RECEIVER –BEATTIE B. ASHMORE regarding the DATE "SEPTEMBER 5, 2007" ...placed "UNDER SEAL"/in SECRECY regarding the Receiver's Order, quoted to get -- "...PERMISSION..." from Defendant BOA in the year 2008 "...TO HAVE FUNDS CONVERTED from EXPIRED!, UNNEGOTIATED!! Bank of America CASHIER'S CHECKS PURCHASED by and ISSUED to COMPANIES and! INDIVIDUALS!...BACK into...their respective accountS!...which the Receiver has CONTROL...Authority is set forth in this COURT'S Superseding ORDER of OCTOBER 10, 2008...and IN CONSIDERATION OF BANK of AMERICA TURNING the FUNDS OVER! TO! the RECEIVER...COURT WILL PROVIDE...PROTECTION...IF CLAIMS TO THE CHECKS ARE MADE by ANY LEGITIMATE HOLDER...".

Defendant BOA's AFFIDAVIT Feb. 9, 2012 - SHOWS THE ACTS OF CONSPIRED FRAUD by FIRST CITIZENS BANK

7. I am knowledgeable by the attached Copied Cashier Checks, that Plaintiff Rosella McClary PURCHASED on MARCH 30, 2007 from! DEFENDANT! First Citizen Bank certain TWO/(2) Cashier's Checks (numberS 4079357 and! 4079356) in the amount...PAYABLE to CAPITAL CONSORTIUM GROUP.

8. I am knowledgeable by examining Defendant FIRST CITIZENS BANK and TRUST Inc.'s "Senior FRAUD

INVESTIGATOR and Interim LOSS Prevention/FRAUD INVESTIGATIONS Manager..." Stephen Hearne's Affidavit ADMITS on the date February 24, 2012, that ON APRIL 25, 2007, the CHECK (number 4079367) was DEPOSITED to (ACCOUNT NO.: XXXXXX8501) in the account with FIRST CITIZENS, which IS AN ACCOUNT in the NAME of "DANIEL DEVELOPMENT, LLC CCG ACCOUNT". 'CCG Account'.

9. I am knowledgeable that Defendant BOA's Affidavit of Stephen Hearne, ADMITTED that "Plaintiff Rosella McClary..." provided "CASHIER CHECK NO. : 4079367...IS A TRUE and ACCURATE COPY of the CHECK that is! attached to Plaintiffs' COMPLAINT as an EXHIBIT is incorporated herein by reference with Plaintiffs' filed COMPLAINT, and Defendant First Citizens Bank's provided ANSWER on "January 17, 2012".

*** 10. I am knowledgeable that Defendant FCB's Affidavit of STEPHEN HEARNE's approved as a Accurate Copy of Plaintiff McClary's COMPLAINT having the attached copy of FCB's Cashier's Check number 4079367 provided by Defendant FCB -- who says FCB'S ACCOUNT NUMBER xxxxxx8501 is Plaintiffs' PAYEE/CCG's Account - NAME of Daniel Development, LLC, with First Citizens Bank in which Plaintiffs' said Cashier Checks/or monies were DEPOSITED. *(See Attachments PART 2 of 7 -- FCB's Account Profile & Signature Card FORM)

**** 10a): I am knowledgeable that after reviewing the BACK of Plaintiff McClary's Cashier Check no. 4079367, it DOES NOT SHOW FCB's Account no. xxxxxx8501, nor the NAME of Daniel Development, LLC's/CCG Account, although at the BOTTOM of Defendant BOA's copied Cashier Check no. 4079367 provided to Plaintiff McClary DOES SHOW Defendant FCB's Bank "ACCOUNT NUMBER 9801994990", which shows that Plaintiff McClary's Cashier Check/or monies WERE NEVER DEPOSITED in Defendant BOA's accounts of NONE the Plaintiffs named PAYEE CCG/Brunson OUTREACH.

****11. I am knowledgeable by the attached copy of Plaintiff McClary's COPY of FCB's SOLD Cashier Check no. 4079367 having the "POSTING date" APRIL 25, 2007, located at the BOTTOM of Plaintiff McClary's COPIED Cashier Checks no. 4079367, but with a DIFFERENT! "ACCOUNT NUMBER 9801994990", but with SAME FCB's Cashier's Checking "Serial Number 4079367", "Sequence Number 00000000414840", "TYPE Debit", "Status Posted"... in which SHOWS Plaintiff McClary's said MONEY WAS NEVER! DEPOSITED, in the FIRST CITIZENS BANK ACCOUNT number xxxxxx8501/of Plaintiff McClary's Only named PAYEE Account with FCB: *

Further Affiant Sayeth Not.

NOTARY:

Alma W. Fountain

Thedford A. Rowser-Hall-Bey
Ms. Thedford A. Rowser-Hall-Bey
Legal Researcher/aka/Consultant

Commission Expires: 6 June 2012

* The Defendant BOA's above admitted reference to Plaintiffs Complaint "q 6 n2", shows Defendant BOA has ALREADY! ADMITTED that ALL of the "REMITTERS" who sent their Cashier Checks into the said PAYEE/"Capital Consortium Group"/under "BRUNSON OUTREACH" incorporation "SI REPRESENTED" by the Defendant BANK OF AMERICA, since, before, and after the year 2007; and Defendant BOA admits that it RELIED UPON the UNIFORM COMMERCIAL CODE OF LAWS, as well as relied upon Defendant BOA's own signed "DEPOSIT AGREEMENT and DISCLOSURES" pages 6 & 32 under "TRANSFERRING OWNERSHIP" and "FREEZING YOUR ACCOUNT"; which the Uniform Commercial Code of Laws shows must be upheld with Customers/and or non-Customers according to Defendant BOA's ATTACHED document dated "11/25/2008".