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OCT 03 2014

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Common Pleas

Gordon G. Cooper, Master in Equity

Case No. 2012-CP-42-3027; Appellate Case: 2014-000600

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE FOR ARGENT SECURITIES INC.,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-W11,

RESPONDENT

v.

Geary Thomas Dooly, Eleanor S. Dooly,
United State of America, Defendants

Of whom Geary Thomas Dooly is the Appellant

APPELLANT

**APPELLANT'S OBJECTION TO RESPONDENT'S MOTION TO
SUPPLEMENT RECORD OF APPEAL AND FOR APPELLANTS TO
SERVE A CLEAN RECORD**

I, Geary Thomas Dooly, one of the people of South Carolina, hereinafter
addressed as Geary Thomas, in special limited appearance, without prejudice, and
without granting jurisdiction, hereby gives notice, pursuant to South Carolina Rules of

Civil Procedure, of this **"RESPONDENT'S MOTION TO SUPPLEMENT RECORD OF APPEAL AND FOR APPELLANTS TO SERVE A CLEAN RECORD"**. The court is further noticed that, the Appellant, Pro Se Vivus/Triformis (hereinafter referred to as "Appellant", "Geary Thomas"), not being educated in the law, the court must read and construe liberally, all pleadings by the Defendant. *Hanes v. Kerner* 404 US 520, *Birl v Estelle* 660 F.2d 592.

FACTS AS BASIS FOR OBJECTION

1. On or about August 28, 2014, in accord with Appeal Court's Chart, "Appellant serves record on appeal on all parties who served a brief. Rule 210(a)". This was done in a timely fashion, when a bound copy of the Record On Appeal (ROA) was served on the Respondent. See attachment "A" for proof of Service and copy of letter to Appellate Court as mailed to the Court. For 20 days thereafter, Respondent had adequate time to review ROA and to make any motions, objections, changes, et al, **HOWEVER**, Appellant failed to review the supplied ROA and failed to notify Appellant in a timely manner prior to the required filing of Final Brief and filing of the required 15 copies of same to the Appellate Court. The items of the Motion were included in that ROA served on the Respondent. Respondent's failure to respond to the provided ROA, now, makes it impractical to change, add to, or subtract from the 15+ copies of the printed/bound copies. This appears to either be simply a failure on the part of the Respondent to timely respond, or a purposeful act of bad faith to burden the Appellant with excessive cost of printing and binding, whom Respondent is fully aware, is Pro Se Vivus Triformis, and not trained in the law. Therefore, **Appellant moves that the Motion be denied for failure act in a timely fashion.**

2. Respondent does not define how Appellant's notes as made during review has made any document "unclean", "inappropriate", or "improper". Anyone viewing such copies of Appellant's files would certainly ascertain such "notes" to be just the notes made so as to aid Appellant in review and discussion. There does not seem to be a law or rule prohibiting the Appellant from making notes on his copies which are not "unclean". **Appellant moves that the Motion be denied for lack of substance.**

3. Respondent, on page 1, states, ".....("Deutsche Bank") hereby moves the Court for...", whereas Deutsche Bank has never made any appearance in this case, has never offered a signature in complaint, and Respondent has in bad faith failed to supply a requested proof of authority contract with Deutsche Bank showing standing in this instant case. Furthermore, Deutsche Bank CEO or any other responsible Bank officer has failed to admit, respond or reply to Appellant's letter of demand dated August 11, 2014 via Certified Mail # 7013-2630-0001-0534-6241 as signed for at Deutsche Bank headquarters in Santa Ana, California, as attached as exhibit "B". A second letter of default has been sent to notice Deutsche Bank of their failure to respond, thereby admitting that they have either NOT given the required authority to Respondent Attorney(s) to bring this foreclosure on behalf of Deutsche bank, OR they, Deutsche Bank, are acting in collusion by allowing Respondent to "purchase" the Loan/Mortgage/Promissory Note and allowing them, the Respondent Attorney(s) to bring this action, IN FACT, on their own behalf. All evidence presented to date in this case is but mere hearsay without authority in advance by the claimed Plaintiff. There has been "NO Bank official", "NO signature of a Bank Official", or "NO with proof of jurisdiction" providing any evidence. How could Deutsche Bank "move the Court" when there is NO evidence that they are a valid party bringing the action. **Appellant moves that the Motion be denied for lack of authority or jurisdiction on the part of the Respondent.**

4. Considering the circumstances of #3 above, and noting the Code: 15 U.S.Code Chapter 41 Consumer Credit Protection Subchapter V – Debt Collection Practices 1692(f)(6)(a & b) which says:

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(6) Taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if—

(A) there is no present right to possession of the property claimed as collateral through an enforceable security interest;

(B) there is no present intention to take possession of the property;

there is cause for concern wherein the Respondent appears without authority to be bringing this action and Motioning the Appellate Court with no authority to bring this action on behalf of Deutsche Bank who by default denies that the foreclosure is on their behalf, and the Respondent refuses to bring forth any written authority. It would certainly be fraud if an Attorney(s) purchased the debt/Mortgage/Promissory Note and masqueraded in the name of Deutsche Bank. **Appellant moves that the Motion be denied for lack of authority of Respondent to bring the action on behalf of Deutsche Bank who has no interest in this case.**

Date: September 30, 2014

Geary-Thomas: Dooly
c/o P.O.Box 3326
Spartanburg, South Carolina 29304

Geary-Thomas: Dooly

CERTIFICATE OF SERVICE

I, Geary-Thomas: Dooly, hereby certify that a copy of the following document(s) has been mailed on or before this date via USPS with proper postage to each party listed:

DOCUMENT(S)

1. APPELLANT'S OBJECTION TO RESPONDENT'S MOTION TO SUPPLEMENT RECORD OF APPEAL AND FOR APPELLANTS TO SERVE A CLEAN RECORD

PARTY(IES)

Nelson, Mullins, Riley, & Scarborough, LLP
Attn: Sarah R. Anderson (SC Bar # 100007)
Giles M. Schanen (SC Bar # 70391)
P.O.Box 10084
Greenville, South Carolina 29603-0084

Date: September 30, 2014

Geary-Thomas: Dooly
c/o P.O.Box 3326
Spartanburg, South Carolina 29304

Geary-Thomas: Dooly, Atty

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SC Court of Appeals

ATTACHMENT "A"
my copy Pg 1 of 2

Geary-Thomas: Dooly
c/o P.O.Box 3326
Spartanburg, SC 29306

August 28, 2014

South Carolina Court of Appeals
The Honorable Jenny Abbott Kitchings, Clerk of Court
Post Office Box 11629
Columbia, South Carolina 29211

Re: Deutsche Bank v. Geary Thomas Dooly
Appellate Case #: 2014-000600 [CCP #:2012 - CP- 42-3027]

Dear Ms. Kitchings:

Please find enclosed a copy of "Certificate/Proof of Service" re service of a copy of ROA to the Respondent Attorney in subject case.

Sincerely,
geary-thomas:dooly

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OCT 03 2014

SC Court of Appeals

CERTIFICATE/PROOF OF SERVICE

I, Geary-Thomas: Dooly, hereby certify that a copy of the following documents has been mailed on or before this date via USPS with proper postage to each party listed:

DOCUMENTS

1. RECORD ON APPEAL

PARTY(IES)

Nelson, Mullins, Riley, & Scarborough, LLP
Attn: Sarah R. Anderson (SC Bar # 100007)
Giles M. Schanen (SC Bar # 70391)
P.O.Box 10084
Greenville, South Carolina 29603-0084

Date: August 25, 2014

Geary-Thomas: Dooly
c/o P.O.Box 3326
Spartanburg, South Carolina
29304

Geary-Thomas: Dooly

ATTACHMENT "B"

Pg 1 of 3

Geary-Thomas: Dooly
c/o P.O.Box 3326
Spartanburg, SC 29304
864 978-3426

August 11, 2014

Deutsche Bank National Trust Company, as Trustee
1761 East St. Andrews Place
Santa Ana, CA 92705-4934

Attn: David Co, Director
Attn: Any replacement official of David Co for Deutsche Bank
Attn: CEO of Deutsche Bank National Trust Company, as Trustee
Attn: any party that can address the FOIA request herein

Gentlemen,
Please note that your alleged legal/counsel representative(s) is foreclosing on a property in South Carolina and claims to have a contract with you to bring this action on your behalf and in the name of DEUTSCHE BANK NATIONAL TRUST COMPANY, Trustee for Argent Securities Inc., Asset-backed Pass-Through Certificates, Series 2004-W11.

Furthermore, I have requested a verification of the above alleged contract via a copy of same, however, your alleged legal counsel claims such information is not privy to me. Note that I provided them and, now, you, with the following case law re this subject:

It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*:

Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the

work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).

Via Freedom Of Information Act (FOIA) 5 U.S.C. Section 552, et al, I hereby respectfully demand an information copy of any and all contracts you have with the below named Attorney Firms as relates to the following foreclosure Case 2012-CP-42-3027 DEUTSCHE BANK NATIONAL TRUST COMPANY, Trustee for Argent Securities Inc., Asset-backed Pass-Through Certificates, Series 2004-W11 wherein you are bringing this action of foreclosure claiming to have a real interest therein. Instant action is brought in The Court of Common Pleas of Spartanburg, South Carolina in reference to property at or near 690 Zion Hill Road. For an Attorney to bring such action on your behalf, he must first have a written signed contract from you. One of the Attorneys has responded to INTERROGATORIES requesting proof of your authorizing document. In their response via a 2 page letter (see attachment 1-A) they claim to have "proper authorization", but refuse to show proof of same via a copy of your Letter of Authorization to Foreclose on You Behalf. Again, I request a copy of that authorization contract from Deutsche Bank National Trust Company as Trustee to either or both of the below named attorney firms in accord with the FOIA 5 U.S.C. Section 552, et al. Of course, you may redact from that contract dollar amounts or any strategy information that may weaken your contract with the Attorney, but leave the essence of the Contract giving your authority to foreclose on your behalf.

FURTHERMORE, in the event that you do not have, or claim to not have, such Contract of Authority with either of the below named Attorney Firms, please respond in writing in accord with FOIA stating same, or making any clarification information that may resolve the matter.

FINALLY, a non-response to this request will be considered by the writer as information being withheld in collusion with parties bringing this action for and in the name of Deutsche Bank National Trust Company. Time is of the essence with a response within 14 days of receipt hereof.

There are two (2) Attorney Firms associated with instant case as follows:

1) Johnson and Freeman, LLC via Nicholas N. Sears, Jr.; Lora Stuart Camp; Tiffany H Wolf; Summer Hughes Smoot; et al located at 1587 Northeast Expressway Atlanta, Georgia 30329 Phone: 770-234-9187

2) Nelson Mullins Riley & Scarborough LLP via Giles M. Schanen, Jr.; Kimberly N. Renaud; et al located at 104 South Main Street Greenville, South Carolina 29601. Phone: 864-250-2300.

Time is of the essence, therefore, I thank you for a prompt reply.

Sincerely,
Geary Thomas Dooly

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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4550 1000
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Return Receipt Fee (Enforcement Required)	
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Total Postage & Fees	

Name To: *David C. Dooly*
Street, Apt. No. or PO Box No.: *1761 E. ST. ANDREWS PL*
City, State, ZIP+4: *SANTA ANA, CA 92705-4934*

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Name]</i></p> <p>C. Date of Delivery <i>8/11/14</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><i>Peoples Bank National Trust Co ATTN: DAVID C. DOOLY, ET AL 1761 East St Andrews Pl Santa Ana, CA 92705-4934</i></p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

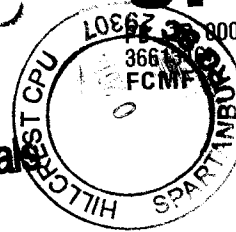
2. Article Number (Transfer from service label) 7013 2630 0001 0534 6241

Geary Thomas: Poozy
c/o P.O. Box 3326
SPARTANBURG, South CAROLINA
[29304]

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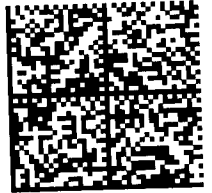


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THE SOUTH CAROLINA COURT OF APPEALS
THE HONORABLE JENNY A. KITCHINGS
CLERK OF COURT
P.O. BOX 11629
COLUMBIA, SOUTH CAROLINA 29211

