THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY
Master in Equity

The Honorable Mikell Scarborough

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Appellate Case No. 2014-001323

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Bank of America, N.A.,

Respondent,

v.

Johnson D. Koola, First Citizens Bank and Trust Company, Inc., f/k/a First Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc., f/k/a Cambridge Lakes Horizontal Property Regime,
Defendants,

Of whom Johnson D. Koola is the Appellant.

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# INITIAL BRIEF OF RESPONDENT

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Robert P. Jackman, SC Bar No. 78755
Korn Law Firm, P.A.
1300 Pickens Street
Post Office Box 12369
Columbia, SC 29211-2359
(803) 252-5817
Attorney for Respondent

Johnson D. Koola
462 Common Wealth Road
Mt. Pleasant, SC 29644
Pro Se Appellant

Other Counsel of Record:

Dean A. Hayes, Esq.
Korn Law Firm, P.A.
1300 Pickens Street
Post Office Box 12369
Columbia, SC 29211-2359
(803) 252-5817

John Sanford Kay, Esquire
Hutchens Law Firm
Post Office Box 8237
Columbia, SC 29202
(803) 726-2700

S. Nelson Weston, Jr., Esq.
Richardson Plowden & Robinson PA
1900 Barnwell Street
Columbia, SC 29201
(803) 771-4400

Eugene P. Corrigan, III, Esq.
Corrigan & Chandler, LLC
Post Office Box 547
Charleston, SC 29402
(843) 577-5450

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## STATEMENT OF ISSUES ON APPEAL

I. DID THE MASTER-IN-EQUITY ERR WHEN HE DETERMINED THAT APPELLANT HAD NO STANDING TO ASSERT COUNTERCLAIMS AGAINST RESPONDENT AFTER APPELLANT REOPENED HIS BANKRUPTCY CASE, BUT THE TRUSTEE DECLINED/REFUSED TO PURSUE THE CLAIMS AND DID NOT FORMALLY ABANDON SUCH CLAIMS?

II. DID THE MASTER-IN-EQUITY ERR WHEN HE DETERMINED THAT THE DEFENDANT'S COUNTERCLAIMS WERE BARRED BY THE STATUTE OF LIMITATIONS?

III. DID THE MASTER-IN-EQUITY ERR WHEN HE DETERMINED THAT THE RESPONDENT OWED NO DUTY OF CARE TO THE APPELLANT?

IV. DID THE MASTER-IN-EQUITY ERR WHEN HE DENIED THE APPELLANT'S MOTION FOR SANCTIONS AGAINST RESPONDENT?

V. DID THE MASTER-IN-EQUITY PROPERLY CONSIDER ALL APPLICABLE FEDERAL STATUTES AND THE SOUTH CAROLINA SUPREME COURT'S ADMINISTRATIVE ORDER 2011-05-02-01?

## STATEMENT OF THE CASE

The statement of the case in appellant's brief does not present an objective summary of the facts. The statement of the case in respondent's brief shall only state those matters that are not in dispute.

This is an action for foreclosure as to property in Charleston County. On February 20, 2004, appellant Johnson D. Koola executed and delivered to Countrywide Home Loans, Inc., a certain promissory note in writing whereby the appellant promised to pay to Countrywide Home Loans, Inc. the sum of One Hundred Thirty-Six Thousand One Hundred Ninety-Two And 00/100 dollars ($136,192.00), with an interest thereon at a rate of Five And 75/100 per cent (5.75%) per annum. (R.O.A., A). The appellant also signed a mortgage designating the subject property as collateral for the debt and delivered said mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns. (R.O.A., B). The mortgage was recorded in Book B485 at Page 011 on February 24, 2004 in the Office of the Register of Deeds of Charleston County. (R.O.A., B). The mortgage was then assigned from Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns, to BAC Home Loans Servicing, LP, f/k/a Countrywide Home Loans Servicing LP. (R.O.A., C). This assignment, dated August 17, 2010, was recorded September 9, 2010, in Mortgage Book 0142 at Page 770 in the Office of the Register of Deeds of Charleston County. (R.O.A., C).

On March 20, 2009, appellant filed a Chapter 7 bankruptcy petition and his case was given number 09-02104. (R.O.A., II). In paragraph 21 of Schedule B, appellant was required to set forth "[o]ther contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims." (R.O.A., II). Next to this paragraph is an "X" under the "None" category, clearly indicating that appellant had no such claims. (R.O.A., II). Pursuant to the statement at the signature line on page 29 of Exhibit B, appellant made this statement under the penalty of perjury.

(R.O.A., II). On July 13, 2009, appellant received a discharge in his bankruptcy case. (R.O.A., NN).

In July of 2009, appellant applied for a loan modification and was approved in August of 2009 for a three month forbearance agreement. (R.O.A., N). Thereafter, appellant made monthly payments required under the subject note until October 1, 2009. (R.O.A., OO). "By November 2009, Koola had neither income nor any resources to continue to pay regular mortgage related payments and defaulted on those payments." (R.O.A., N). Appellant made no further payments on the loan. (R.O.A., OO). As such, the payments due on said note and mortgage have been in default since November 1, 2009. (R.O.A., OO). As of November 1, 2009, the principal amount due on the loan is the amount of One Hundred Twelve Thousand Three Hundred Ninety And 48/100 Dollars ($112,390.48). Interest is due on the principal amount at the rate Five And 75/100 per cent (5.75%) per annum from October 1, 2009. (R.O.A., OO). The servicer of the subject note is a participant in the Home Affordable Modification Program (HMP) but the subject loan is not subject to modification under the HMP. (R.O.A., D, H). The HMP modification process as specified by the Guidelines or Supplemental Directive was completed without a resulting in a modification because the post-modification payment-to-income ratio was greater than fifty-five percent (55%) or less than ten percent (10%) of gross income. (R.O.A., H).

This case was commenced with a lis pendens, and summons and complaint filed on July 27, 2010. (R.O.A., SS). Subsequently, an amended lis pendens, and summons and complaint were filed on September 1, 2010. (R.O.A., D). On November 29, 2010, appellant filed an answer and counterclaim. (R.O.A., E). Thereafter, appellant filed an amended answer and counterclaim on March 24, 2011, alleging, inter alia, negligence and fraud on the part of respondent. (R.O.A., F). Respondent filed a reply on April 22, 2011. (R.O.A., G).

An order of reference was entered by the court on February 1, 2011. (R.O.A.,

TT). On April 16, 2012, respondent filed a motion for summary judgment to dismiss appellant's counterclaims. (R.O.A., JJ). On May 22, 2012, appellant petitioned the bankruptcy court to reopen appellant's bankruptcy case to allow appellant to include new causes of action including negligence. (R.O.A., KK). On August 15, 2012, appellant filed a motion for sanctions against respondent. (R.O.A., I). On September 11, 2013, the Master-In-Equity dismissed the case pursuant to Rule 41(a) of the South Carolina Rules of Civil Procedure. (R.O.A., J, K). On November 6, 2013, the appellant's bankruptcy case was closed at the recommendation of the bankruptcy trustee. (R.O.A., PP). On January 28, 2014, the appellant's motion to reinstate the case was granted. (R.O.A., L, M).

On March 20, 2014, the Master-In-Equity heard respondent's motion for summary judgment and appellant's motion for sanctions. (R.O.A., MM). On March 21, 2014, the Master-In-Equity granted, in a form 4 order, respondent's motion for summary judgment and denied appellant's motion for sanctions. (R.O.A., O). On April 4, 2014, appellant filed a motion to reconsider the judgment. (R.O.A., Q). On April 25, 2014, the Master filed his order granting respondent's summary judgment motion and denying appellant's motion for sanctions. (R.O.A., R). On April 29, 2014, appellant's Rule 52(a) and Rule 59(e) motions were denied. (R.O.A., S,T). On May 9, 2014, the Master-In-Equity entered his order denying the appellant's motion to reconsider. (R.O.A., X). On June 9, 2014, appellant filed his notice of appeal in regards to the order denying motion to reconsider with the Charleston County Clerk of Court. (R.O.A., Y). On June 16, 2014, appellant filed his notice of appeal regarding the May 9, 2014 order with the Court of Appeals. (R.O.A., Z).

## STANDARD OF REVIEW

The purpose of summary judgment is to expedite the disposition of cases not requiring the services of a fact finder. *George v. Fabri,* 345 S.C. 440, 452, 548 S.E.2d

868, 874 (2001). When reviewing the grant of a summary judgment motion, this Court applies the same standard that governs the trial court under Rule 56(c), SCRCP; summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Fleming v. Rose,* 350 S.C. 488, 493, 567 S.E.2d 857, 860 (2002). In determining whether a genuine issue of fact exists, the evidence and all reasonable inferences drawn from it must be viewed in the light most favorable to the nonmoving party. *Sauner v. Pub. Serv. Auth. of S.C.,*354 S.C. 397, 404, 581 S.E.2d 161, 165 (2003). "Once the moving party carries its initial burden, the opposing party must come forward with specific facts that show there is a genuine issue of fact remaining for trial." *Sides v. Greenville Hosp. Sys.,* 362 S.C. 250, 255, 607 S.E.2d 362, 364 (Ct.App.2004). "[A]ssertions as to liability must be more than mere bald allegations made by the non-moving party in order to create a genuine issue of material fact." *Jackson v. Bermuda Sands, Inc.,* 383 S.C. 11, 17, 677 S.E.2d 612, 616 (Ct.App.2009).

In this case, appellant failed to show any facts that would present a genuine issue for trial. Therefore, the Master-In-Equity properly granted summary judgment to respondent.

## ARGUMENT

For the reasons set forth more fully below, this Court should affirm the April 25, 2014 Order granting respondent's motion for summary judgment and denying appellant's motion for sanctions, the April 29, 2014 Order denying appellant's Rule 52(a) and Rule 59(e) motions, and the May 9, 2014 Order denying appellant's motion to reconsider.

## I. The Master-In-Equity did not err when he determined that appellant had no standing to assert counterclaims against respondent after appellant reopened his bankruptcy case, but the trustee declined/refused to pursue the claims and did not formally abandon such claims.

When a debtor files for bankruptcy, an estate is created that is comprised of "all legal or equitable interests of the debtor in property as of the commencement of the case." 11 U.S.C.A. § 541(a). Unless the bankruptcy court orders otherwise, the debtor is required to file a list of all creditors and a schedule of assets and liabilities. *Id.* § 521(a)(1)(A)-(B)(i). "Legal and equitable interests" has been broadly defined and includes causes of action. *In re Educators Group Health Trust*, 25 F.3d 1281, 1283-84 (5th Cir. 1994). "If a cause of action belongs to the estate, then the trustee has exclusive standing to assert the claim." *Id.* at 1284.

"[A]fter appointment of a trustee, a Chapter 7 debtor no longer has standing to pursue a cause of action that existed at the time the Chapter 7 petition was filed." *Cain v. Hyatt*, 101 B.R. 440, 442 (E.D.Pa. 1989). When the bankruptcy case is closed, "any assets, including claims, that were scheduled by the debtor but not disposed of are deemed abandoned and revert to the debtor." *Tyler House Apartments, Ltd. v. U.S.*, 38 Fed. Cl. 1, 6 (1997) (citing 11 U.S.C. § 554(c)). Claims that are not set forth on the schedules, however, remain under the control of the bankruptcy trustee. *Id.* Therefore, a trustee must formally abandon a claim, in order for that claim to revest in the debtor. *Management Investors v. United Mine Workers of America*, 610 F.2d 384, 392 (6th Cir. 1979).

In the case at bar, appellant's cause of action against the respondent is that respondent was negligent in February 2004 by failing to verify the accuracy of a

certification made by the builder of the home covered by the mortgage. The Builder's Certification, which is also attached to appellant's amended answer and counterclaim as Exhibit 2, is dated February 17, 2004. (R.O.A., F). A review of the amended answer filed by appellant clearly shows that the respondent's alleged negligence occurred prior to the February 20, 2004 closing date of the loan in question. (R.O.A., F). Appellant alleges that he was without knowledge that he could have any potential claims outstanding of which he should list on his schedule B form at the time of his voluntary petition for Chapter 7 bankruptcy in March of 2009. However, the home owner's association, of which he was a member, had filed a lawsuit against the seller/developer of the condominium units over a year before his petition and appellant further alleges that the portion of the damages attributable to his condominium to be around $92,000. (R.O.A., F). Yet when appellant filed bankruptcy in March 2009, he failed to list any claims regarding these allegations in his bankruptcy schedules even though he was aware that there could potentially be a recovery of damages caused by the developer's actions. (R.O.A., II). Therefore, when he received his bankruptcy discharge in July 2009, his cause of action against respondent remained under the control of the bankruptcy trustee, and only the bankruptcy trustee has standing to assert the claim against respondent.

Even though he reopened his bankruptcy case to include these causes of action, the trustee declined to pursue any action against the respondent. (R.O.A., NN). Since the trustee failed to abandon these claims formally, the trustee is the only person who has standing to assert such claims. The Master-In-Equity was correct when he determined that the appellant's claims could be pursued only in federal bankruptcy court and his order should be affirmed by this court.

## II. The Master-In-Equity did not err when he determined that appellant's counterclaims are barred by the statute of limitations.

Appellant's allegations against the respondent relate to actions that occurred on or before February 20, 2004, when the subject note and mortgage were signed. Appellant, however, did not assert these claims until March 2011. (R.O.A., F).

South Carolina Code § 15-3-530 provides for a three year statute of limitations for claims such as fraud and negligence asserted by the appellant. "The statute runs from the date the injured party either knows or should have known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct." *Johnston v. Bowen*, 313 S.C. 61, 437 S.E.2d 45 (1993). The Court in *Grillo* noted that:

> The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist. The statute of limitations begins to run from this point and not when advice of counsel is sought or a full-blown theory developed.

*Grillo v. Speedrite Products, Inc.*, 340 S.C. 498, 503, 532 S.E.2d 1, 3 (Ct. App. 2000) (quoting *Snell v. Columbia Gun Exch. Inc.*, 276 S.C. 301, 303, 278 S.E.2d 333, 334 (1981)). Furthermore,

> A key element in the reasonable diligence test is "notice." The fact that an injured party may not comprehend the full extent of the damage is immaterial.... Under section 15–3–535, the statute of limitations is triggered not merely by knowledge of an injury, but by knowledge of facts, diligently acquired, sufficient to put a person on notice of the existence of a cause of action against another. This is an objective, not a subjective, determination.

*Id.* (citations omitted).

In the case at bar, the appellant's allegations against respondent for fraud and negligence occurred in February 2004 when the subject note and mortgage were signed.

At that time, the statute of limitations began to run from the alleged wrongful conduct. Appellant alleges that respondent had the information of a falsified Builder's Certification simply because respondent asserts the statute of limitations began to run in 2004. This argument is simply without merit. By alleging the appellant had or should have had knowledge of the negligence does not mean that the respondent was also charged with this knowledge.

Furthermore, the statement by Mr. Drose, in the appellant's own documents, indicates that the right to file existed prior to the filing of Chapter 7 bankruptcy but were unknown to the appellant. (R.O.A., QQ). However, appellant clearly knew that a claim could potentially exist when the homeowner's association filed suit June 19, 2008. Appellant, however, failed to timely assert the claim and as such, the statute of limitations expired. The Master-In-Equity did not err when he determined that appellant's claims were barred by the statute of limitations and this honorable Court should affirm his order.

## III. The Master-In-Equity did not err when he determined that respondent owed no duty of care to appellant.

The appellant alleges that that the certification by the developer/seller was false and that respondent was negligent for not discovering its falsity.

"Negligence is the breach of a duty of care owed to the plaintiff by the defendant." *Savannah Bank v. Stalliard*, 400 S.C. 246, 251, 734 S.E.2d 161, 163 (2012) (citations omitted). In order "[t]o state a cause of action for negligence, the plaintiff must allege facts which demonstrate: (1) a duty of care owed by the defendant; (2) a breach of that duty by a negligent act or omission; (3) a negligent act or omission resulted in

damages to the plaintiff; and (4) that damages proximately resulted from the breach of duty." *Id.* (citations omitted).

In *Stalliard*, the borrower argued that summary judgment for the bank "was inappropriate because the bank was negligent in processing and discovering false information about [the borrower's] income in the loan application, which would have made [the borrower] ineligible for the loan." *Id.* The Supreme Court held that the bank did not have a duty to inform the borrower of information the borrower could have discovered by reading the loan application himself. *Stalliard*, 400 S.C. at 251-52, 734 S.E.2d. at 163-64.

In *Regions Bank v. Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003), the guarantor of a loan alleged the bank was negligent for not making sure she understood her liability, for not ensuring the loan documents were properly completed, and for failing to advise her of the financial condition of the borrower. The court of appeals held that summary judgment for the bank was appropriate because there was no duty of care owed by the bank to the guarantor. *Regions Bank v. Schmauch*, 354 S.C 648, 668-70, 582 S.E.2d 432, 442-44 (Ct. App. 2003). See also *Burwell v. South Carolina National Bank*, 288 S.C. 34, 340 S.E.2d 786 (1986); *PPG Industries, Inc. v. Orangeburg Paint & Decorating Center*, 297 S.C. 176, 375 S.E.2d 331 (Ct. App. 1988) (explaining the law does not impose a duty on the bank to explain to an individual what he could learn from simply reading the document).

"There [can] be no liability for casual statements, representations as to matters of law, or matters which plaintiff could ascertain on his own in the exercise of due diligence." *Robertson v. First Union Bank*, 350 S.C. 339, 348, 565 S.E.2d 309, 314 (Ct.

App. 2002) (citing *West v. Gladney*, 341 S.C. 127, 134, 533 S.E.2d 334, 337 (Ct. App. 2000)).

In *Robertson*, the court found that the borrowers' claim for fraud against the mortgagee and their land appraiser failed because the borrowers could not have relied on the lender's appraisal in purchasing the property. *Id.* In that case, the borrowers agreed on the purchase price. *Id.* The court determined that even had the borrowers received a copy of the appraisal, they could not have relied on that appraisal in purchasing the property if they agreed on the purchase price and were given the opportunity to appraise the property on their own with the exercise of due diligence. *Id.*

Furthermore, although the Supreme Court has noted that both the lender and the builder have a common interest in seeing that the construction of the building is free of defects, the court has held that the inspections are fundamentally for the benefit of the lender and, absent a contract, the lender has no duty to the builder to make sure the construction is free of defects. *Roundtree Villas Ass'n, Inc. v. 4701 Kings Corp.*, 282 S.C. 415, 422, 321 S.E.2d 46, 50 (1984).

In the case at bar, appellant cannot establish that respondent owes him a duty of care. Appellant alleges that if respondent had conducted a proper appraisal that respondent would have discovered that the builder's certificate was false. This argument is almost identical to the argument in the *Roundtree* case. Because the appraisal and the builder's certificate are fundamentally for the benefit of the lender, appellant's argument is completely without merit. Appellant cannot show that respondent owed him a duty of care to discover the falsity of the builder's certificate and as a result, the Master-In-Equity did not err when he granted respondent summary judgment.

Furthermore, appellant's claim of negligence is the same as the borrowers' claim in *Robertson*. Here, appellant claims to have relied on a faulty appraisal made by respondent. Pursuant to *Robertson*, appellant could not have relied upon the appraisal in purchasing the property because he had the opportunity to appraise the property himself yet made no effort to ascertain the value of the property before its purchase independently. Appellant then agreed on respondent's loan amount and signed the note and mortgage. (R.O.A., A, B). Therefore, appellant's claim of negligence fails as a matter of law and the Master-In-Equity did not err when he granted summary judgment in favor of respondent.

## IV. The Master-In-Equity did not err when he denied the appellant's motion for sanctions against respondent.

Appellant submitted a motion for sanctions based on respondent's alleged failure to provide him with a favorable loan modification. (R.O.A., I). However, appellant cannot point to any specific law or statute that requires respondent to do so and as such, the Master-In-Equity's order should be affirmed.

The Home Affordable Modification Program does not provide a private cause of action for defendants. South Carolina has recognized this in *Steffens v. Am. Home Mortgage Servicing, Inc.*, 6:10-CV-01788-JMC, 2011 WL 901179 (D.S.C. Mar. 15, 2011) (holding that participation in a program sponsored by the federal government is not enough to constitute action under the color of federal law. HAMP itself does not confer a "protected property interest."). Moreover, there is no private cause of action for HAMP under South Carolina state law. See also *Federal Nat. Mort. Ass'n. v. LeCrone*, 868 F.2d 190, 193 (6th Cir. 1989) (noting that "no express or implied right of action in favor of

mortgagor exists for violation of HUD servicing policies."); *Spaulding v. Wells Fargo Bank*, 714 F.3d 769 (4th Cir. 2013) (court found mortgagor had no causes of action under Maryland law for mortgagee's alleged violations of the Home Affordable Modification Program); *Webber v. Bank of America, N.A.*, 0:13-CV-01999-JFA, 2013 WL 4820446 (D.S.C. Sept. 10, 2013) (a borrower has no standing to sue a lender for failure to give a loan modification).

In the case at bar, appellant does not allege that respondent failed to provide him with opportunities to modify his loan. Appellant only alleges that respondent failed to provide him with a modification that reduced the principal and interest rate. Appellant cannot point to any specific law that requires respondent to provide him with a loan modification with the terms that he says he needs in order to be able to afford monthly payments. Even if appellant could point to specific guidelines that require the type of modification he seeks, he would not have a private right of action against respondent for violating those guidelines. Appellant admits in his motion that respondent offered him a loan modification that reduced his monthly payments from $838.69 to $797.14, but appellant states that he could not even afford the reduced monthly payments. (R.O.A., I). Furthermore, in paragraph 15 of appellant's amended answer and counterclaim, appellant states "social security benefits are the only source of regular income for him." (R.O.A., F) (See also, R.O.A., MM at page 28). For these reasons, the Master-In-Equity properly denied appellant's motion for sanctions and this honorable Court should affirm his order.

With regard specifically to Administrative Order 2011-05-02-01, appellant simply confuses the procedural nature of the Administrative Order with a substantive requirement that respondent must provide him with a loan modification. The

administrative order only provides for the opportunity to pursue a loan modification and lays out the procedural requirements to obtain one. Appellant was aware of the right to foreclosure intervention as evidenced by the letter appellant sent to respondent's attorney on July 28, 2011. (R.O.A., LL). Respondent subsequently filed a notice of denial on May 21, 2012 because the post-modification Payment-to-Income Ratio was greater than fifty-five percent (55%) or less than ten percent (10%) of gross income. (R.O.A., H). Therefore, respondent has fully complied with the requirements of Administrative Order 2011-05-02-01 and therefore the Master-In-Equity properly denied appellant's motion for sanctions and this honorable Court should affirm his order.

## V. The Master-In-Equity properly considered all applicable federal statutes and the South Carolina Supreme Court's Administrative Order 2011-05-02-01 and concluded that appellant had been accorded a fair opportunity to modify his loan.

As previously discussed in the prior sections, the Master-In-Equity properly considered all applicable state and federal laws, including the South Carolina Supreme Court's Administrative Order 2011-05-02-01.

The appellant alleges that the Master-In-Equity did not cite any federal or South Carolina statutes but considered invalidated or inappropriate authorities from other states. The appellant further alleges that the Master-In-Equity took an unprecedented action by not considering the administrative order from the South Carolina Supreme Court when he denied appellant's motion for sanctions. These are simply bald allegations that are without merit and should be dismissed as a matter of law. Appellant cannot state that he was unaware of the guidelines or his right to seek foreclosure intervention as he admits this right in his amended answer and in a letter addressed to respondent's attorney on July

28, 2011. (R.O.A., F, LL). Respondent subsequently filed a notice of denial on May 21, 2012 because the post-modification Payment-to-Income Ratio was greater than fifty-five percent (55%) or less than ten percent (10%) of gross income. (R.O.A., H). Finally, as evidenced by the transcript, the Master-In-Equity and the appellant discussed the administrative order at length during the hearing. (R.O.A., MM at page 26-31). That dialogue between the Master-In-Equity and the appellant directly contradicts his assertion that the Master-In-Equity did not consider the administrative order. Therefore, respondent has fully complied with the requirements of Administrative Order 2011-05-02-01, and the Master-In-Equity properly denied appellant's motion for sanctions. This honorable Court should affirm his Order.

## CONCLUSION

For the reasons set forth more fully above, this Court should affirm the April 25, 2014 Order granting respondent's motion for summary judgment and denying appellant's motion for sanctions, the April 29, 2014 Order denying appellant's Rule 52(a) and Rule 59(e) motions, and the May 9, 2014 Order denying appellant's motion to reconsider.

Respectfully submitted,

Robert P. Jackman, SC Bar No. 78755
Korn Law Firm, P.A.
1300 Pickens Street
Post Office Box 12369
Columbia, SC 29211-2359
(803) 252-5817
Attorney for Respondent

November 14, 2014

THE STATE OF SOUTH CAROLINA
In The Court of Appeals



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APPEAL FROM CHARLESTON COUNTY
Master in Equity

The Honorable Mikell Scarborough

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Appellate Case No. 2014-001323

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Bank of America, N.A., Respondent,

v.

Johnson D. Koola, First Citizens Bank and Trust Company, Inc., f/k/a First Citizens Bank and Trust Company of South Carolina, and Cambridge Lakes Condominium Homeowners Association, Inc., f/k/a Cambridge Lakes Horizontal Property Regime,
Defendants,

Of whom Johnson D. Koola is the Appellant.

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**PROOF OF SERVICE**

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I certify that I have served the Initial Brief of Respondent on Appellant Johnson D. Koola by depositing a copy of it in the United States Mail, postage prepaid, on November 14, 2014 addressed to Appellants at 462 Common Wealth Road, Mt. Pleasant, South Carolina 29644.

Robert P. Jackman, SC Bar No. 78755
Korn Law Firm, P.A.
1300 Pickens Street
Post Office Box 12369
Columbia, SC 29211-2359
(803) 252-5817
Attorney for Respondent

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