THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas Case No. 2011-CP-10-812
The Honorable Mikell R. Scarborough, Master-In-Equity

APPELLATE CASE NO. 2013-002694

NATIONSTAR MORTGAGE LLC

Respondent,

v.

Rhonda Lewis Meisner

Appellant.

FINAL BRIEF OF RESPONDENT NATIONSTAR MORTGAGE LLC

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FACTUAL AND PROCEDURAL SUMMARY

This foreclosure action was instituted by Respondent Nationstar Mortgage LLC's ("Nationstar") predecessor in interest, Aurora Loan Services, LLC[1] ("Aurora") on February 3, 2011. (Compl.; R. pp. 57-63) Aurora sent a Notice of Foreclosure Intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01, and Meisner filed a response requesting foreclosure intervention review on June 27, 2011. (Certification of Compliance at Exs. A-B; R. pp. 225-228) The Parties consented to a continuance of the case while Meisner underwent foreclosure intervention review. (Consent Order of Continuance; R pp. 55-56) After repeated efforts to obtain documents required for foreclosure intervention review, Aurora filed a Certification of Compliance in November of 2011, stating that Meisner had been given a full and fair opportunity to participate in foreclosure intervention and had failed to do so. (Certification of Compliance; R. pp. 225-226)

On May 25, 2012 Meisner filed an Answer and Counterclaim, alleging that Nationstar lacks standing to foreclose; Nationstar failed to add necessary parties; Meisner is entitled to setoff for government funds allegedly received by Nationstar; Meisner is entitled to quiet title relief. (Def.'s Answer and Countercl.; R. p. 66) Nationstar filed a Reply to Meisner's Counterclaim on July 19, 2012. (Pl.'s Reply to Def.'s Answer and Countercl.; R. p. 75)

On June 26, 2012, the subject Promissory Note ("Note") and Mortgage were assigned to Nationstar, and an Order substituting Nationstar as Plaintiff in place of Aurora was issued October 23, 2012 pursuant to SCRCP 17(a), 35(c), and 25(e). (Order

[1] Nationstar completed its acquisition of all servicing assets of Aurora Bank FSB and its subsidiary, Aurora Loan Services, LLC on June 29, 2012.

Granting Mot. to Substitute Pl.; R. pp. 51-52) Nationstar filed a Motion for Summary Judgment on its foreclosure action and on Meisner's Counterclaims on June 12, 2013. (Pl.'s Mot. for Summ. J.; R. p. 140) A hearing was held on September 16, 2013, and the Honorable Mikell R. Scarbrough issued an Order granting summary judgment in favor of Nationstar as to its foreclosure action and the counterclaims asserted by Meisner on September 25, 2013. (Summ. J. Order; R. pp. 5-7) The following day, Meisner submitted a Motion to Reconsider and a supporting memorandum and brief. (Pl's Mot. to Reconsider; R. pp. 127-129) That Motion was denied at a hearing on November 7, 2013. (Order Denying Pl's Mot. to Reconsider; R. p. 3) Meisner filed a Notice of Appeal on December 16, 2013. (Notice of Appeal; R. p. 1)

STATEMENT OF FACTS

On or around October 10, 2007, Meisner executed a Note in the amount of $680,000.00 in favor of Lehman Brothers Bank, FSB ("Lehman"). (Summ. J. Order, Finding of Fact No. 12; R. p. 3) That same day, Meisner also executed a Mortgage on property located at 31 Sand Dollar Drive, Isle of Palms, South Carolina 29451 (the "Property"), which secured the Note and was delivered to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Lehman. (Compl. ¶ 7; R. pp. 59-60) The Mortgage was recorded in the Office of the Register of Deeds for Charleston County in Book 644 at Page 001. (Summ. J. Order, Finding of Fact No. 13; R. p. 3) The Note and Mortgage were subsequently assigned to Aurora on February 10, 2011 and then to Nationstar on June 28, 2012. (Summ. J. Order, Finding of Fact Nos. 15-16; R. p. 3) Meisner did not make required payments under the Note. (Summ. J. Order, Finding of Fact No. 18; R. p. 3) As of September 16, 2013, Meisner owed $680,000.00 in principal,

$142,573.91 in interest, and $80,724.14 in other associated fees and costs related to the Mortgage. (Summ. J. Order, Finding of Fact No. 20; R. pp. 3-4)

Meisner makes four arguments on appeal. After summary judgment was granted in Nationstar's favor and Meisner's motion to reconsider was denied, Meisner asserts that Master-In-Equity erred by: (1) granting summary judgment in Nationstar's favor at a time in the litigation where Meisner sought additional discovery; (2) ruling that Nationstar had standing to initiate foreclosure; (3) giving legal and tax advice during the summary judgment hearing; and (4) ruling that the house was not Meisner's primary residence.

Each argument suffers from a fatal defect and is easily dismissed. First, Meisner did not preserve her argument that discovery was incomplete and, further, the discovery Meisner sought was either irrelevant, related to decided legal issues rather than facts, or both. Second, Meisner's contention that Nationstar lacked standing to initiate the foreclosure is contrary to well-established South Carolina law and law from throughout the country. Third, the Master-In-Equity committed no error by making statements about the potential tax implications of the foreclosure taking place in 2013. Fourth, and finally, Meisner did not preserve her argument regarding the home being her primary residence and, even if Meisner had preserved that argument, Nationstar properly denied her foreclosure intervention review application due to incomplete documentation. Accordingly, the Master-In-Equity's grant of summary judgment should be affirmed.

ARGUMENT

I. The Master-In-Equity properly granted summary judgment in favor of Nationstar because there are no disputed issues of material fact and Meisner did not preserve any argument to compel further discovery.

Meisner's first argument is a general contention that the Master-In-Equity erred by granting summary judgment to Nationstar. Though styled as one argument, Meisner attempts to make the five sub-points in her first argument:

1) The Plaintiff simultaneously suggests that the note and mortgage are owned during the motion for summary judgment by a) the Plaintiff in their motion for summary judgment and b) Wells Fargo Bank, N.A. as Trustee in their answers to request for admission.
2) The fact that the Plaintiff filed the initial Lis Pendens and Summons and Complaint as the owner of the note and the mortgage considering the subsequent public filings of the mortgage assignments. As the owner of the note and the mortgage, the mortgage assignments create a material issue of fact of whether the Court had subject matter jurisdiction based on the fact that the assignments were filed after the filing of the Lis Pendens and summons and complaint.
3) The fact that the Master-In-Equity gave legal and tax advice during a substantive hearing suggesting that the Court was going to grant summary judgment in either 2013 or 2014 and there were advantages to acquiescing to Plaintiffs motion sooner rather than later.
4) The Status of MERS related to the agency laws of South Carolina and therefore the requirement of a "filed power of attorney" on hand prior to closing of the loan for a nominee to transfer rights without the direction of the former principal.
5) The bankruptcy of Lehman Bros. (which includes the wholly owned subsidiary of Aurora Loan Services, LLC) and the effects of the Bankruptcy Court Jurisdiction on transfers of assets and notes into and out of the trust.

(Pet'r's Brief at 7-8) (collectively referred to as "points 1-5").

Meisner's first argument, despite the inclusion of five sub-points, is either: (1) a baseless contention that summary judgment should not have been entered because Meisner sought further discovery; or (2) a scattershot attempt to create an issue of fact where none exists. Meisner's first argument should be rejected because further discovery was not needed and there is no genuine issue of material fact which would preclude a summary judgment award in Nationstar's favor.

A. Meisner's argument that the Master-In-Equity erred in granting summary judgment because further discovery was needed was not preserved.

Though it isn't clear,[2] in points 1, 4, and 5, it seems that Meisner is contending that discovery was not complete with respect to inquiries related to ownership of the mortgage, MERS' duties under agency law, and how Lehman's bankruptcy affected its ability to transfer assets. (*See* Def.'s Mem. in Opp. to Summ. J. at 2; R. p. 193 ¶¶ 3-7) These arguments were not ruled upon and, thus, not preserved for appeal. Where a party raises an issue that the trial court does not address in its ruling, the issue is not preserved unless included in a motion to alter or amend that is filed under SCRCP 59(e). *Bean v. S. Carolina Cent. R. Co.*, 392 S.C. 532, 559-560 (Ct. App. 2011). In *Bean*, although the parties discussed the possibility of additional discovery at a summary judgment hearing, the circuit court did not rule on Bean's discovery argument in its order granting summary judgment and Bean did not file a Rule 59(e) motion asking the circuit court to rule on the issue of insufficient discovery. *Id.* at 559. Therefore, the question of whether summary judgment was proper in light of Bean's desire to complete further discovery was not preserved for review. *Id.*

The same is true here. Although the Master-In-Equity discussed Meisner's contention that discovery wasn't complete with respect to the issues she raises in points 1, 4, and 5, (Hearing Tr. 7:23-17:17; R. pp. 101-111), no ruling on that topic was made in the Summary Judgment Order. (*See* Summ. J. Order; R. pp. 5-11) This is not surprising because the ownership of the Note and Mortgage and the validity of the assignment are not disputable issues of fact, and therefore further discovery was not necessary for the Master-In-Equity to reach a summary judgment determination. Simply put, because there

[2] The argument in Section I of Meisner's Brief is set out ambiguously. Thus, Nationstar responds to what it presumes in good faith are Meisner's contentions. If instead of arguing that issues of fact related to the topics raised in points 1, 4, and 5 remain contested based on incomplete discovery, Meisner means to argue issues of law related to assignment and ownership of the Note and Mortgage, those arguments are addressed below. *See infra* pt. II.

was no ruling in the Summary Judgment Order, and Meisner did not raise this issue in her Rule 59(e) motion, the issue was not preserved for review.

B. Meisner's purported "issues of fact" are not disputed and do not preclude an award of summary judgment in Nationstar's favor.

As to points 2 and 3, Meisner appears to be referring to the legal arguments she makes separately in her Brief contesting Nationstar's standing and the Master-In-Equity's comments at the Summary Judgment Hearing. (Pet'r's Brief Pts. II-III) Nationstar addresses those legal arguments in detail below. *See infra* pts. II-III. Alternatively, if Meisner truly means to argue that summary judgment was granted in error due to the existence of disputed issues of material fact related to comments made at the Summary Judgment Hearing (i.e., point 3) or to Nationstar's standing (i.e., point 2), Nationstar would simply assert that those are not disputed issues of fact. An issue of fact is "[a] point supported by one party's evidence and controverted by another's." Black's Law Dictionary (9th ed. 2009). The Master-In-Equity's comments made at the Hearing obviously were not in evidence during the Hearing, and the timing of the Lis Pendens, Complaint, and Mortgage assignment are not disputed. Therefore, these are not disputed issues of fact, and Meisner's argument fails. Since there were no legitimate issues of material fact disputed, the Master-In-Equity did not err by disregarding Meisner's baseless factual contentions and determining that the action could be resolved strictly as a matter of law.

II. Nationstar has standing because it is, and at all relevant times has been, a real party in interest, and Meisner cannot challenge assignment of the Note and Mortgage.

Meisner's second argument is that Nationstar lacked standing to initiate a foreclosure proceeding. Meisner's contention is without merit; as courts in South

Carolina have squarely ruled that successors in interest like Nationstar have standing to foreclose.

"Generally, a party must be a real party in interest to the litigation to have standing." *Hill v. S.C. Dep't of Health & Envtl. Contro*l, 389 S.C. 1, 22 (2010) (internal quotation marks omitted). A loan servicer is a real party in interest to a foreclosure action and has the ability to initiate a foreclosure action. *Bank of Am., N.A. v. Draper*, 405 S.C. 214, 222-223 (Ct. App. 2013) (citing *Bankers Trust (Delaware) v. 236 Beltway Inv.*, 865 F. Supp. 1186, 1191 (E.D.Va.1994) (concluding that both lender and servicer have standing to foreclose *even if servicer is not the holder of the mortgage*) (emphasis added)). Additionally, "a third person not in privity of contract with the contracting parties has no right to enforce a contract." *R.J. Griffin & Co. v. Beach Club II Homeowners Ass'n.*, 384 F.3d 157, 164 (4th Cir.2004) (applying South Carolina law). A mortgagor is only a party to the mortgage, and because the assignment is a separate contract to which the mortgagor is not a party, a mortgagor cannot question its validity. *Reese v. U.S. Bank Nat. Ass'n*, CA 3:11-2990-CMC-SVH, 2012 WL 1952819 (D.S.C. Apr. 30, 2012).

Meisner first challenges Nationstar's standing to foreclose by arguing that the assignment of the Mortgage to Nationstar via MERS was legally invalid for want of a power of attorney. (Pet'r's Brief at 10-12) Foremost, Meisner was not a party to the assignment and therefore cannot question its validity. *See R.J. Griffin & Co.*, 384 F.3d at 164. More specifically though, South Carolina courts have addressed Meisner's arguments regarding MERS, and they have confirmed that MERS' role in assigning mortgages in no way undermines the ability of the assignee to foreclose. *See Reese v.*

U.S. Bank Nat. Ass'n, CA 3:11-2990-CMC-SVH, 2012 WL 1952819 (D.S.C. April 30, 2012) ("Plaintiff's challenge to the Assignment is futile, as the Fourth Circuit in *Horvath v. Bank of New York*, 641 F.3d 617 (4th Cir.2011), recently rejected a plaintiff's claim that only the original lender had the power to foreclose on a property, not the assignee of MERS."). Additionally, Meisner's alleged confusion regarding the identity of the current holder of the Note and Mortgage should have been assuaged when Nationstar provided Meisner the original Note and Mortgage for inspection. (Hearing Tr. 12:17-13:1; R. pp. 106-107); *see also Lever v. Lighting Galleries, Inc.*, 374 S.C. 30 (2007) ("A mortgagee who has a promissory note and a mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action.").

Meisner also challenges Nationstar's standing by arguing that, because Aurora initiated the foreclosure action prior to being assigned the Mortgage and Note, it was not a real party in interest. (Pet'r's Brief at 12-14) Aurora was a real party in interest though, because, as *Draper* recently recognized, both the lender and servicer have standing to foreclose *even if the servicer is not the holder of the mortgage*. 405 S.C. 214, 222-223 (Ct. App. 2013). Therefore, even though Aurora filed the foreclosure action on February 3, 2011, and the Note and Mortgage were subsequently assigned to Aurora on February 10, 2011, Aurora had standing to bring the action. Likewise, the ensuing assignment from Aurora to Nationstar on June 26, 2012 did not preclude Nationstar from asserting its standing to foreclose as the successor in interest, as evidenced by the Order approving the substitution of Nationstar in place of Aurora pursuant to SCRCP 17(a), 35(c), and 25(e). (Order Granting Mot. to Substitute Pl.; R. p. 51)

Since Nationstar has standing, and Meisner cannot challenge the assignment of the Mortgage, her argument fails. Therefore, the Master-In-Equity's Summary Judgment Order in favor of Nationstar should be affirmed with respect to this issue as well.

III. The Master-In-Equity's comments about potential tax implications of foreclosure did not reveal a bias that could deprive Meisner of a fair hearing, nor did they improperly influence the outcome of the Summary Judgment Hearing.

Meisner's third argument on appeal is that the Master-In-Equity erred "by giving legal and tax advice" during the Summary Judgment Hearing. Meisner's argument fails for at least two reasons. First, Meisner failed to raise this issue in her Motion for Reconsideration or otherwise explain why this is a proper subject on appeal. Second, Meisner cannot show that the comments about which she complains evidence an impartiality that deprived her of a fair hearing or trial.

A. Meisner failed to raise this issue in her Motion for Reconsideration or otherwise explain why this is a proper subject on appeal.

When a trial court does not address an issue in its summary judgment order, and the appellant fails to raise that issue in a motion to alter or amend the judgment, the issue is not preserved. *BMW of North America, LLC v. Complete Auto Recon Services, Inc.*, 399 S.C. 444, 454-455 (Ct. App. 2012). As was the case for Meisner's other unpreserved arguments, there was no ruling in the Summary Judgment Order on her argument related to judicial comments, and Meisner did not raise this issue in her Rule 59(e) motion. Thus, the issue was not preserved for review. *See id.* Absent a motion for reconsideration, Nationstar cannot conceive how these comments, alerting Meisner to changes in a tax law impacting her case, could be the basis for an appeal or reversible error. Since Meisner did not preserve this argument with her Rule 59(e) motion, and she

provides no other basis for raising this issue on appeal, it is not properly before this Court.

B. Meisner fails to show that the Master-In-Equity's comments influenced his ruling.

If this argument had been preserved, Nationstar is uncertain what the legal grounds for her argument would be, as she cites to no authority in support of this argument. If Meisner means to argue that the comments themselves improperly influenced the outcome of the Hearing, Counsel for Nationstar has not encountered any authority to suggest a judge's comments at a summary judgment hearing, in and of themselves, can be grounds for reversible error. This is likely because a judge's ruling at summary judgment is made as a matter of law, and any errors would be errors of law. There is a concern underlying judicial intervention in *jury trials*, but that is due to the potential for interference with fact-finding. 35 A.L.R. 5th 1 (Originally published in 1996). There is no risk of the judge improperly interfering with an outcome at summary judgment, as the outcome is determined solely by the judge as a matter of law. Since this was a summary judgment hearing, determined as a matter of law by the Master-In-Equity, the Master-In-Equity's own comments did not improperly influenced the outcome.

Alternatively, Meisner might be attempting to argue that the comments are evidence of an underlying prejudice held by Judge Scarborough that deprived her of a fair hearing. A judge's conduct during a summary judgment hearing might be the basis for reversible error if they are evidence of an impartiality that deprived a party of a fair judicial proceeding. S.C. App. Ct. R. 501, Canon 3(C)(1) ("A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be

questioned."). "In applying Canon 3(C)(1), the South Carolina Supreme Court has stated that the movant or petitioner must show some evidence of the bias or prejudice of the judge." *Lyvers v. Lyvers*, 280 S.C. 361, 367 (Ct. App. 1984). Appellate courts accord great weight to a trial judge's pledge of impartiality and will question it only in limited circumstances. *Ellis v. Procter & Gamble Distrib. Co.*, 315 S.C. 283, 285 (1993) (noting that a trial judge's impartiality might be questioned when his factual findings are not supported by the record).

Here, the Master-In-Equity's comments were not improper, much less evidence of prejudice. If anything, the Master-In-Equity was attempting to help Meisner when he said to her attorney, "I think this may be something you may want to speak to your client about. . . . through December of 2013 presently the law is . . . . you get a forgiveness of debt on your principle [sic] residence . . . . so you might want to discuss with your client the prospect of whether this would be a taxable transaction if she gets foreclosed next year as opposed to this year." (Hearing Tr. 22:5-22; R. p. 116) He went on to say, "[a]s a general rule I don't grant summary judgment on the equitable matter of foreclosure of a mortgage," which if anything, revealed a prejudice against Nationstar's position. (Hearing Tr. 23:1-2; R. p. 23) Either way, the Master-In-Equity's comments did not reveal a bias that would impact the result. He merely made a comment about tax laws that might impact Meisner's position and went on to suggest that his practice was to rule against Nationstar's position. The record reflects that Judge Scarborough was familiar with the arguments, case law, and undisputed facts and was engaged at the hearing. South Carolina courts have refused to cast doubt on a judge's impartiality in circumstances far more troubling than those at issue here. *See, e.g., Lyvers v. Lyvers*, 280

S.C. 361, 367 (Ct. App. 1984) (holding the fact that family court judge had represented counsel for husband in domestic action four years previously was not sufficient evidence to demonstrate a bias); *Mortgage Elec. Sys., Inc. v. White*, 384 S.C. 606, 616 (Ct. App. 2009) (affirming that a special referee's refusal to recuse himself in a mortgage foreclosure proceeding on the basis that referee had represented mortgagor's mother on a prior occasion was justified).

Absent any evidence of prejudice that would have deprived Meisner of an impartial hearing, Meisner cannot argue that Judge Scarborough deprived her of a fair hearing. Nor can Meisner argue that Judge Scarborough's comments themselves somehow improperly influenced the outcome of the Summary Judgment Hearing. Accordingly, Meisner cannot show any judicial error, and the Summary Judgment Order should be affirmed.

IV. Meisner's argument attempting to establish that the Property was her principal residence was not preserved.

Meisner's final argument is that the Master-In-Equity erred by ruling the house was not her primary home. (Pet'r's Brief at 16) Meisner's argument, however, was not preserved, as the issue was not ruled upon by the Master-In-Equity and Meisner did not raise this issue in her motion to alter or amend pursuant to Rule 59(e).

In South Carolina, where a party raises an issue, but the issue is never ruled upon by the trial court, the issue is not preserved unless raised in a motion to alter or amend filed under SCRCP 59(e). *South Carolina Farm Bureau Mut. Ins. Co. v. S.E.C.U.R.E. Underwriters Risk Retention Group*, 347 S.C. 333 (Ct. App. 2001). Even if the parties discuss the issue at a summary judgment hearing, if the court does not rule on that issue in its summary judgment order, the issue is not preserved absent a motion to alter or

amend. *Bean*, 392 S.C. at 559. When an issue is not preserved, it cannot be addressed on appeal. *Noisette v. Ismail*, 304 S.C. 56, 58 (1991).

Meisner argues that the Master-In-Equity, Judge Scarborough, erred by ruling that the Property was not her "primary residence." (Pet'r's Brief at 16) This issue was relevant only within the context of determining whether Meisner qualified for foreclosure intervention review under Administrative Order 2011-05-02-01. Meisner would not qualify for foreclosure intervention review unless the Property was her primary residence. Meisner seems to believe that Judge Scarborough incorrectly determined that the Property was not her primary residence, which deprived her of the opportunity to participate in foreclosure intervention review.[3] (Def.'s Mem. in Opp'n to Summ. J. at 1; R. p. 192) Though the Master-In-Equity discussed whether or not the Property was Meisner's primary residence at the Hearing, he did not make a ruling on that issue in the Summary Judgment Order. (*Compare* Hearing Tr. 3:1–8:2, *with* Summ. J. Order; *Compare* R. pp. 97-101, *with* R. pp. 5-11) Instead, he determined that "*[b]ased upon the Certification of Compliance* with Administrative Order 2011-05-02-01 . . . the requirements of Administrative Order 2009-05-22-01 and Administrative Order 2011-05-02-01 have been satisfied." (Summ. J. Order, Finding of Fact No. 11; R. p. 3) (emphasis added) Thus, the Master-In-Equity ruled that Nationstar complied with foreclosure intervention review requirements based on the Certification of Compliance, which declared Meisner had been provided a fair opportunity to participate in foreclosure

[3] Regardless of the fact that Meisner likely did not actually qualify for review as the Property likely was not a primary residence, Meisner was still provided the opportunity to participate in foreclosure intervention review. (*See* Certification of Compliance; R. p. 225) Furthermore, Nationstar later provided Meisner the opportunity to participate in loss mitigation in August of 2012 but received no response. (Pl.'s Memo. In Supp. of Summ. J. at 3; R. p. 142) Thus, even if she had preserved this issue, Meisner could not have been harmed by any 'primary residence determination,' as she was provided opportunities to participate in foreclosure intervention review.

intervention review but failed to submit required documents. (*Id.*) Importantly, the Master-In-Equity *did not* rule that Nationstar complied with foreclosure intervention review requirements due to the fact that the Property was not a primary residence, meaning Meisner would not have qualified. (*Id.*) Neither the Summary Judgment Order, nor the Certification of Compliance, makes any determination with respect to the primary residence status of the Property. Therefore, that issue was not ruled upon, and since Meisner did not raise it in her Rule 59(e) motion, it was not preserved for review on appeal. Since this issue was not preserved, Meisner may not raise it on appeal.

CONCLUSION

For the foregoing reasons, the judgment of the Master-In-Equity should be affirmed in its entirety.

Respectfully submitted,

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July 27th, 2015.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing ***FINAL BRIEF OF RESPONDENT NATIONSTAR MORTGAGE LLC*** has been served upon the parties in this action by mailing a copy thereof, postage prepaid, to the following:

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This the 27th day of July, 2015.

Robert A. Muckenfuss (SC Bar # 13903)

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
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The Honorable Mikell R. Scarborough, Master-In-Equity

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RHONDA MEISNER,

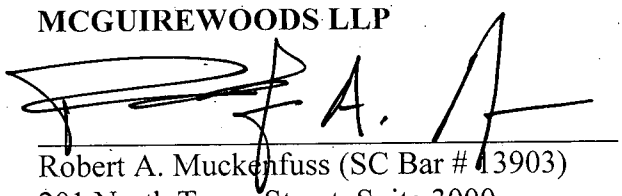
Appellant.

CERTIFICATE OF COUNSEL

The undersigned certified that this Final Brief complies with Rule 211(b), SCACR.

July 27th 2015

MCGUIREWOODS LLP



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RHONDA MEISNER,

Appellant.

PROOF OF SERVICE

I certify that I have served a copy of the ***FINAL BRIEF OF RESPONDENT NATIONSTAR MORTGAGE LLC*** by mailing a copy thereof, postage prepaid to Appellant Rhonda Lewis Meisner, P.O. Box 689, Blythewood, South Carolina 29016.

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