

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Diane Shafer Goodstein, Circuit Court Judge

RECEIVED

SEP 25 2015

SC Court of Appeals

Case No. 2014-001683

Wells Fargo Bank, N.A.,

Respondent,

v.

Dorothy Sistrunk,

Appellant.

RECORD ON APPEAL
VOLUME II OF V - PART 2

July 17, 2015

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PREPARATION
VOLUME I OF V
& THE MASTER INDEX TO VOLUMES I-V

A. My Record on Appeal has been prepared pursuant to the following rules of the Appellate Court – Rules 210(c) and (e)-(g), SCACR

1. Rule 210(c), SCACR clearly states in pertinent parts; “[T]he Record on Appeal shall include all matter designated to be included by any party under Rule 209 and shall comply with the requirements of Rule 267. The Record shall not, however, include matter which was not presented to the lower court or tribunal. 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. **Each page of the Record on Appeal shall be numbered consecutively beginning with the index.**” [Boldness added for emphasis]

2. Rule 210(e), SCACR, clearly states in pertinent parts; “[E]very Record on Appeal shall contain an index to the principal matters therein to include orders, judgments, decisions, pleadings, pretrial matters, opening statements, testimony, motions, closing arguments, jury charges, post-trial motions and exhibits.”

3. Rule 210(f), SCACR, Re: **Exhibits**. “[P]hotographs, plats and diagrams, and other paper exhibits shall be inserted in the Record on Appeal where they can reasonably be reduced or drawn to a size which permits them to be printed and inserted in the Record on Appeal, without folding more than one time.”

4. Rule 210(g), SCACR, Re: **Certificate of Counsel**. “[A]ppellant or his counsel shall certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.”

B. My financial situation was never substantial or even good and it has continued to deteriorate since Civil Action Case No. 2008-CP-38-1024 began in June of 2008. The cost associated with this case is a financial hardship that has gotten worst in 2014. I underestimated the cost of this appeal and cannot afford it financially. Therefore....

1. I cannot include all my Pleadings in the Record on Appeal because of insufficient financial resources.

2. I cannot include all my Exhibits in the Record on Appeal for the same reason – insufficient financial resources.

3. Many of my filed responses to Attorney James H. Burns’ and/or Elizabeth Scott Moise’s Case Status Updates during the Stay/TRO cannot be included; as well as Exhibits that verify my filed **Statements of Fact** and **Material Facts**.

4. Whatever happens – happens. I have done the best that I can do and the best that I can afford to do.

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Note: MMF means "Massive Filing Fraud" - RTFF means "Response to Filing Fraud".

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Note: MMF means “Massive Filing Fraud” - RTFF means “Response to Filing Fraud”.

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Note: MMF means "Massive Filing Fraud" - RTFF means "Response to Filing Fraud".

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2014	- Defendant Dorothy Sistrunk's Reasons for Opting Out of the Fladell Settlement and Filed with the United States District Court for the Southern District of Florida. Re: Case No. 0:13-cv-60721-(FAM)., [70 pgs] - Filed: June 28, 2014	1441-1510

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Exhibit 2 - Not included. See SOTE

Exhibit 4 - Description: Vol. V - Part 1, Index Aii, then go to 1511-1519

Exhibit 5 - Description: Vol. V - Part 1, Index Aii, then go to 1520-1524

Exhibit 6 - Not included. See SOTE

Exhibit 7 - Not included. See SOTE

Exhibits 8-14 - Description: Vol. V - Part 1, Index Aii, then go to 1525-1531

Exhibit 15 - Not included. See SOTE

Exhibit 16 - Not included. See SOTE

Exhibit 17 - Not included. See SOTE

Exhibit 18 - Not included. See SOTE

Exhibit 21 - Not included. See SOTE

Exhibit 25 - Not included. The same as Wells Fargo's Exhibit. See WF00131.

Exhibit 26 - Description: Vol. V - Part 1, Index Aii, then go to 1532

Exhibit 27 - Not included. The same as Wells Fargo's Exhibits. See WF00127-28.

Exhibit 29 - Not included. See SOTE

Exhibit 30 - Not included. See SOTE

Exhibit 31 - Not included. See SOTE

Exhibit 32 - Not included. See SOTE

Exhibit 33 - Not included. See SOTE

Exhibit 34 - Not included. See SOTE

Exhibit 35 - Not included. See SOTE

Exhibit 36 - Description: Vol. V - Part 1, Index Aiii, then go to 1533-1534

Exhibit 37 - Description: Vol. V - Part 1, Index Aiii, then go to 1535

Exhibit 38 - Not included. The same as Wells Fargo's Exhibit. See WF00121.

Exhibit 40 - Not included. The same as Wells Fargo's Exhibit. See WF00130.

Exhibit 41 - Not included. The same as Wells Fargo's Exhibits. See WF00132-133.

Exhibit 42 - Not included. See SOTE

Exhibit 43 - Not included. See SOTE

Exhibit 44 - Not included. See SOTE

Exhibit 45 - Not included. The same as Wells Fargo's Exhibit. See WF00120.

Exhibit 46 - Not included. The same as Wells Fargo's Exhibit. See WF00124.

Exhibit 47 - Not included. The same as Wells Fargo's Exhibits. See WF00125-126.

Exhibit 48 - Not included. The same as Wells Fargo's Exhibit. See WF00129.

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Exhibit 52 - Not included. See SOTE

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Exhibit 54 - Not included. See SOTE

Exhibit 55 - Not included. See SOTE

Exhibit 56 - Not included. See SOTE

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Exhibit 297 - **Proof**: Defraud & Swindling; Vol. I - Part 2, Answer to Complaint, pg 68.

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Exhibit 329 - **Proof**: Based on misrepresented material facts. Vol. 1 - Part 1, pgs 39-46.

Exhibit 330 - **Proof**: Description: Vol. V - Part 1, Index Ax, then go to 1587-1588

Exhibit 331 - **Proof**: Description: Vol. V - Part 1, Index Ax, then go to 1589-1590

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- WF00003** - Not reviewed or discussed in Court. See description: Index pg, Bi.
- WF00004** - Not reviewed or discussed in Court. See description: Index pg, Bi.
- WF00005** - Not reviewed or discussed in Court. See description: Index pg, Bii.
- WF00006** - Not reviewed or discussed in Court. See description: Index pg, Bii
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- WF00008** - Not reviewed or discussed in Court. See description: Index pg, Biii.
- WF00009** - Not reviewed or discussed in Court. See description: Index pg, Biii.
- WF00010** - Not reviewed or discussed in Court. See description: Index pg, Biii.
- WF00011** - Not reviewed or discussed in Court. See description: Index pg, Biii.
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- WF00013** - Not reviewed or discussed in Court. See description: Index pg, Biv.
- WF00014** - Not reviewed or discussed in Court. See description: Index pg, Bv.
- WF00015** - Not reviewed or discussed in Court. See description: Index pg, Bv.
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5 VOLUMES

2008-2014

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STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG) IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

Wells Fargo filed case status updates on June 16, 2009; July 15, 2009; August 18, 2009; September 15, 2009; October 15, 2009; November 16, 2009; December 16, 2009; January 21, 2010; February 17, 2010; March 17, 2010; April 15, 2010; May 19, 2010; June 17, 2010; July 16, 2010; August 17, 2010; September 16, 2010; and October 14, 2010. In

those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP. Defendant

Dorothy Sistrunk ("Defendant") has provided information relative to Wells Fargo's request for

ATTEST: TRUE COPY

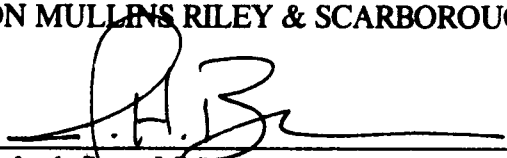
Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

MFF - Exhibit 118

information necessary for a loan modification determination. Defendant stated that she does not wish to participate in the HMP. Accordingly, Wells Fargo intends to file a Motion to Lift Stay and proceed forward with this matter.

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Attorneys for Wells Fargo Bank, N.A.

Columbia, South Carolina

December 20, 2010

MFF - Exhibit 118

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Wells Fargo Bank, N. A.

Plaintiff,

THE COURT OF COMMON PLEAS

DOCKET NO

2008-CP-38-1024

**NOTICE OF THE PLAINTIFF'S
FAILURE TO FILE A CASE
STATUS UPDATE
FOR 12/15/2010 TO 01/15/2011
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

Vs.

Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to notify the Court of Common Pleas the PLAINTIFF has failed to file a CASE STATUS UPDATE for the reporting period beginning on or about 12/15/2010 and ending on or about 01/15/2011, that is PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES and to demand DISMISSAL of this case with PREJUDICE for reasons that shall be stated herein.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. The Plaintiff continues to violate **SECTION (3)** of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES by failing to file a Case Status Update for the thirty (30) day periods beginning on October 15, 2010, on or about, to November 15, 2010 on or about and for December 15, 2010, on or about, to January 15, 2011 on or about as required and pursuant to the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES.

2. The Defendant refers the Court and the Plaintiff to page 7, Section (3), sentence #3 of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES. {Quote} **"If the action is stayed, the party seeking foreclosure will advise the court of the status of the matter every thirty (30) days; the failure to do so may result in dismissal of the action."** {End Quote}

3. The Defendant has waited long enough and has given the Plaintiff ample time to file the CASE STATUS UPDATE for this reporting period before filing this notification. Until this matter of the Plaintiff's failure to file CASE STATUS UPDATES every thirty (30) days [as required and pursuant to SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES] is adequately addressed by a Judge at the Court of Common Pleas, the Plaintiff has no legitimate standing to file any additional Case Status Updates and this case should be DISMISSES with PREJUDICE for additional reasons and causes that have already been stated. The Defendant refers the Plaintiff and the Court of Common Pleas to all the Pleadings and Exhibits filed by the Defendant, beginning with the last Pleading that is dated and stamped December 27, 2010.

NOTIFICATION

A copy of the Defendant's notification of the Plaintiff's failure to file a CASE STATUS UPDATE for the period beginning on or about December 15, 2010 and ending on or about January 15, 2011 that is PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES that has been filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 26 day of January in the year 2011 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): _____
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On January 26, 2011 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary Emma M. Green
(Signature)

Commission Expires 11/2016

(Seal)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

THE COURT OF COMMON PLEAS

DOCKET NO

Wells Fargo Bank, N. A.

2008-CP-38-1024

Plaintiff,

**NOTICE OF THE PLAINTIFF'S
FAILURE TO FILE A CASE
STATUS UPDATE**

**FOR 1/15/2011 TO 02/15/2011
PURSUANT TO THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES**

Vs.

Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to notify the Court of Common Pleas the PLAINTIFF has failed to file a CASE STATUS UPDATE for the reporting period beginning on or about 1/15/2011 and ending on or about 02/15/2011, that is PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES and to demand DISMISSAL of this case with PREJUDICE for reasons that shall be stated herein.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. The Plaintiff continues to violate SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES by failing to file a Case Status Update for the thirty (30) day periods beginning on October 15, 2010, on or about, to November 15, 2010 on or about, December 15, 2010, on or about, to January 15, 2011 on or about, and January 15, 2011, on or about, to February 15, 2011 on or about as required and pursuant to the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES. This is the Plaintiff's third compliance failure.

2. The Defendant refers the Court and the Plaintiff to page 7, Section (3), sentence #3 of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES. {Quote} "If the action is stayed, the party seeking foreclosure will advise the court of the status of the matter every thirty (30) days; the failure to do so may result in dismissal of the action." {End Quote}

3. The Defendant has waited long enough and has given the Plaintiff ample time to file the CASE STATUS UPDATE for this reporting period before filing this notification. Until this matter of the Plaintiff's failure to file CASE STATUS UPDATES every thirty (30) days [as required and pursuant to SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES] is adequately addressed by a Judge at the Court of Common Pleas, the Plaintiff has no legitimate standing to file any additional Case Status Updates and this case should be DISMISSED with PREJUDICE for additional reasons and causes that have already been stated. The Defendant refers the Plaintiff and the Court of Common Pleas to all the Pleadings and Exhibits filed by the Defendant, beginning with the last Pleading that is dated and stamped December 27, 2010.

NOTIFICATION

A copy of the Defendant's notification of the Plaintiff's failure to file a CASE STATUS UPDATE for the period beginning on or about January 15, 2011 and ending on or about February 15, 2011 that is PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES that has been filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 22 day of February in the year 2011 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1):

Rebecca
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On 22 Feb 2011 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary

[Signature]

(Signature)

Commission Expires

11/18/2014

(Seal)

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	FIRST JUDICIAL CIRCUIT
	)	2011 MAR - 1 A 11:43
Wells Fargo Bank, N.A.,	)	Civil Action No. 2008-CP-38-1024
	)	FILED FOR RECORD
Plaintiff,	)	WINNIFA B. CLARK
	)	CLERK OF COURT
	)	ORANGEBURG, SC
vs.	)	CASE STATUS UPDATE
	)	<u>PURSUANT TO MAY 22, 2009</u>
Dorothy Sistrunk,	)	<u>SUPREME COURT ORDER FOR</u>
	)	<u>FORECLOSURE CASES</u>
Defendant.	)	
	)	

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

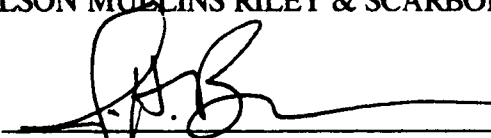
Wells Fargo filed case status updates on June 16, 2009; July 15, 2009; August 18, 2009; September 15, 2009; October 15, 2009; November 16, 2009; December 16, 2009; January 21, 2010; February 17, 2010; March 17, 2010; April 15, 2010; May 19, 2010; June 17, 2010; July 16, 2010; August 17, 2010; September 16, 2010; October 14, 2010; and December 21, 2010. In those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP. Defendant Dorothy Sistrunk ("Defendant") has provided information relative to Wells

ATTEST: TRUE COPY
Winnifa B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

MFF - Exhibit 119

Fargo's request for information necessary for a loan modification determination. Defendant stated that she does not wish to participate in the HMP. Accordingly, Wells Fargo intends to file a Motion to Lift Stay and proceed forward with this matter.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise
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151 Meeting Street / Sixth Floor
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(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

February 28, 2011

MFF - Exhibit 119

STATE OF SOUTH CAROLINA

THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

DOCKET NO

Wells Fargo Bank, N. A.

2008-CP-38-1024

Plaintiff,

RESPONSE TO THE PLAINTIFF'S

CASE STATUS UDATE

02/28/2011 THAT IS NO LONGER

PURSUANT TO THE MAY 22, 2009

SUPREME COURT OF SOUTH

CAROLINA ORDER FOR

FORECLOSURE CASES

2011 MAR - 3 P 3:48
CLERK OF COURT
SOUTH CAROLINA

Vs.

Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to RESPOND to the PLAINTIFF'S CASE STATUS UPDATE dated 02/28/2011 and received on 03/02/2011 that is INVALID and NO LONGER PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES and to demand DISMISSAL of this case with PREJUDICE for reasons that shall be stated herein.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to Paragraphs #1 and #2:** No Response Required. The Plaintiff has already violated **SECTION (3)** of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES by failing to file a Case Status Update for the thirty (30) day periods beginning on October 15, 2010, on or about, to November 15, 2010 on or about, December 15, 2010, on or about, to January 15, 2011 on or about, and January 15, 2011, on or about, to February 15, 2011 on or about as required and pursuant to the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES. The Plaintiff has three (3) compliance failures. Any failure to comply violates the ORDER.

2. The Defendant refers the Court and the Plaintiff to page 7, Section (3), sentence #3 of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES. {Quote} **"If the action is stayed, the party seeking foreclosure will advise the court of the status of the matter every thirty**

(30) days; the failure to do so may result in dismissal of the action. {End Quote}

3. The Plaintiff's failure to file CASE STATUS UPDATES every thirty (30) days as required and pursuant to SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES is a violation of the ORDER. "Every thirty (30) days means every thirty (30) days", not when the Plaintiff feels like or decides to file an update. Since the Plaintiff has already violated the ORDER, the Plaintiff no longer has legitimate standing to file any additional Case Status Updates and any subsequent Case Status Updates are no longer valid as a matter of law.

4. Consequently, this case should be DISMISSED with PREJUDICE because of the Plaintiff's failure to comply with the MAY 22, 2009, SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES and for all the additional reasons and causes that have already been stated. The Defendant refers the Plaintiff and the Court of Common Pleas to all the Pleadings and Exhibits filed by the Defendant, beginning with this Pleading.

Settlement

5. In the event and after review, a Judge at the Court of Common Pleas deems it proper, conforming, compliant and/or in accordance with existing and/or established law, precedent/s and/or Court ruling/s to DISMISS the Plaintiff's case with PREJUDICE for wrongful litigation, on the merits of the case, failure to comply with the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES or for any other justifiable cause, reason and/or purpose, and/or the Plaintiff decides by Court Order and/or on the advice of Counsel and/or of the Plaintiff's own volition to settle this matter without further litigation and/or settle with the Defendant out of Court for any reason, purpose or cause, the Defendant hereby waives, her (the Defendant) Right/s to a TRIAL BY JURY relative to these matters; but reserves her (the Defendant) Right/s to a TRIAL BY JURY in the event the Plaintiff engages in further deceit, deception and/or trickery relative to such settlement, agreement and/or accord to end this matter and relinquish any future claim/s to the Defendant's property and/or other assets.

NOTIFICATION

A copy of the Defendant's RESPONSE to the Plaintiff's "so-called" and INVALID CASE STATUS UPDATE filed on February 28, 2011 and received on 03/02/2011 that is no longer PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES that has been filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 3rd day of March in the year 2011 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): _____
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On 3/3/11 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary Emma M. Greer
(Signature)

Commission Expires 11/7/16

(Seal)

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG) IN THE COURT OF COMMON PLEAS
Wells Fargo Bank, N.A.,) FIRST JUDICIAL CIRCUIT
Plaintiff,)
vs.)
Dorothy Sistrunk,)
Defendant.)

Civil Action No. 2008-CP-38-1024

CASE STATUS UPDATE
PURSUANT TO MAY 22, 2009
SUPREME COURT ORDER FOR
FORECLOSURE CASES

2011 APR - 5 A 10 51

On May 4, 2009, the Supreme Court of South Carolina issued a Temporary Restraining Order ("TRO") affecting all foreclosure actions in South Carolina. In accordance with the TRO, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") filed an affidavit on May 15, 2009, stating that the mortgage and loan in this action may be subject to loan modification under the Home Affordable Modification Program (HMP). On May 22, 2009, the Court issued a subsequent Order stating that foreclosure actions are stayed when a mortgage loan is eligible for modification under the HMP. Further, the Court's Order requires a status update to the trial court every thirty days.

Wells Fargo filed case status updates on June 16, 2009; July 15, 2009; August 18, 2009; September 15, 2009; October 15, 2009; November 16, 2009; December 16, 2009; January 21, 2010; February 17, 2010; March 17, 2010; April 15, 2010; May 19, 2010; June 17, 2010; July 16, 2010; August 17, 2010; September 16, 2010; October 14, 2010; December 21, 2010 and February 28, 2011.

In those case status updates, Wells Fargo stated that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP.

Defendant Dorothy Sistrunk ("Defendant") has provided

ATTEST: TRUE COPY

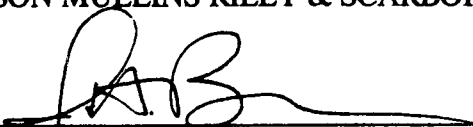
Winniford B. Clark
CLERK OF COURT

ORANGEBURG COUNTY, SC
587

MFF - Exhibit 120

information relative to Wells Fargo's request for information necessary for a loan modification determination. Defendant stated that she does not wish to participate in the HMP. Accordingly, Wells Fargo intends to file a Motion to Lift Stay and proceed forward with this matter.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise
SC Bar No. 012945
E-Mail: scott.moise@nelsonmullins.com
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
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James H. Burns
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1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

Apr. 14, 2011

MFF - Exhibit 120

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

THE COURT OF COMMON PLEAS
DOCKET NO

Wells Fargo Bank, N. A.

2008-CP-38-1024

Plaintiff,

**NOTICE OF PLAINTIFF'S
FAILURE TO COMPLY
WITH THE MAY 22, 2009
SUPREME COURT OF SOUTH
CAROLINA ORDER FOR
FORECLOSURE CASES
MAY 18, 2011**

Vs.

Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to file this NOTICE OF PLAINTIFF'S FAILURE TO COMPLY WITH THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES and to demand DISMISSAL of this case with PREJUDICE and JUST and FAIR COMPENSATION for reasons that shall be stated herein.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. The Plaintiff has already violated **SECTION (3)** of the **MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES** by failing to file a Case Status Update for the thirty (30) day periods beginning on October 15, 2010, on or about, to November 15, 2010 on or about, December 15, 2010, on or about, to January 15, 2011 on or about, and January 15, 2011, on or about, to February 15, 2011 on or about as required and pursuant to the **MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES**.

2. Since the Plaintiff has multiple compliance failures, this foreclosure action against the Defendant should be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED**.

3. As the Defendant has consistently stated, rather than resolve this issue of the Defendant's "Fraudulent Note and Mortgage" in an intelligent, forthright and legal manner, the Plaintiff decided to ignore the "Fraud" and embarked upon a path to legitimize an illegal loan transaction. The Defendant did not order or send the Plaintiff a falsified appraisal, withheld information, engage in forgery, misrepresented facts or tried to get money out of the Plaintiff by any means (legal or otherwise). These actions were and are still being done by others. Consequently, the Defendant is not responsible for the Plaintiff's failures and errors in judgment. Because of the Plaintiff's Counsel's failure to fully comply with **SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES**, in addition to the Seller, the Broker, the Appraiser, the Plaintiff's underwriting personnel, legal department and Janet Frotscher's Executive Resolution Team, the Plaintiff can now add Nelson Mullins Riley & Scarborough to the list of people and/or entities from whom the Plaintiff may recover losses (monetary and/or otherwise) the Plaintiff may have or has incurred. The Defendant is completely innocent relative to these matters.

4. Violating **SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES**, has effectively eliminated any legal standing the Plaintiff may have had to file Case Status Updates. Consequently; as a matter of Law, the Defendant's case should be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED.

Summation

5. If Appraisal #7-59 is proven falsified, this case should be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED. If the actual Funding Date is proven to be December 28, 2007 and/or any date other than December 21, 2007, this case should be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED.

Settlement

6. In the event and after review, a Judge at the Court of Common Pleas deems it proper, conforming, compliant and/or in accordance with existing and/or established law, precedent/s and/or Court ruling/s to DISMISS the Plaintiff's case with PREJUDICE for wrongful

litigation, on the merits of the case, the Plaintiff's failure to fully comply with the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES or for any other justifiable cause, reason and/or purpose, and/or the Plaintiff decides by Court Order and/or on the advice of Counsel and/or of the Plaintiff's own volition to settle this matter without further litigation and/or settle with the Defendant out of Court for any reason, purpose or cause, the Defendant hereby waives, her (the Defendant) Right/s to a TRIAL BY JURY relative to these matters; but reserves her (the Defendant) Right/s to a TRIAL BY JURY in the event the Plaintiff engages in further deceit, deception and/or trickery relative to such settlement, agreement and/or accord to end this matter and relinquish any future claim/s to the Defendant's property and/or other assets.

Category of Damages

7. The Defendant has already identified and stated the damages the Defendant has sustained because of the Plaintiff's actions and has set forth the specific amount claimed for each category and how such amount was calculated. *The Defendant refers the Court and the Plaintiff to the Defendant's FIRST AMENDMENT TO RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 10/18/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES dated and stamped 2010 DEC - 2, pages 28 - 31, from the second paragraph #41 to paragraph #49.*

Prayer for Relief

8. The Defendant's revised "Prayer for Relief" has already been stated: *The Defendant refers the Court and the Plaintiff to the Defendant's RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 10/18/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES dated and stamped 2010 NOV 12, page 21 paragraph #53 and subparts 53A - 53G.*

NOTIFICATION

A copy of the Defendant's NOTICE OF PLAINTIFF'S FAILURE TO COMPLY WITH THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES and the Defendant's demand for DISMISSAL of this case with PREJUDICE and JUST and FAIR COMPENSATION that has been filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

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IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 19th
day of May in the year 2011 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): _____
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On May 19, 2011 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary Emma M. Allen
(Signature)

Commission Expires 11/14

(Seal)

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	FIRST JUDICIAL CIRCUIT
Wells Fargo Bank, N.A.,	)	Civil Action No. 2008-CP-38-1024
	)	
Plaintiff,	)	<u>NOTICE OF MORTGAGOR'S</u>
	)	<u>RIGHT TO FORECLOSURE</u>
vs.	)	<u>INTERVENTION PURSUANT TO</u>
	)	<u>S.C. SUPREME COURT</u>
Dorothy Sistrunk,	)	<u>ADMINISTRATIVE ORDER NO.</u>
	)	<u>2011-05-02-01</u>
Defendant.	)	
	)	

TO: DOROTHY SISTRUNK

1. You have a right to "Foreclosure Intervention."

As the Defendant in this case, you have a right to be considered for "Foreclosure Intervention" for the purpose of seeking a resolution of this foreclosure action. "Foreclosure Intervention" means any policy, process or procedure employed by Plaintiff for the purpose of seeking a resolution of a foreclosure action. Depending on your loan and circumstances, you may qualify Foreclosure Intervention.

2. You have thirty (30) days to act, and if you fail or refuse to participate in the Foreclosure Intervention process, this foreclosure action will proceed.

If you fail or refuse to participate in the Foreclosure Intervention process within thirty (30) days of the date of service of this Notice, the foreclosure action will proceed. If you voluntarily elect not to participate in the Foreclosure Intervention process within thirty (30) days of the date of service of this Notice, this foreclosure action will proceed.

MFF - Exhibit 121

3. To participate in the Foreclosure Intervention process, follow these instructions.

If you want to participate in Foreclosure Intervention, sign and return the Request to Participate in Foreclosure Intervention that is enclosed with this letter and return it by mail to the following:

**Nelson Mullins Riley & Scarborough, LLP
ATTN: James Burns
1320 Main Street/17th Floor
Columbia, South Carolina 29201**

This is the law firm representing Wells Fargo Bank, N.A. After the law firm receives your Request to Participate in Foreclosure Intervention, it will contact you requesting additional information.

You will be required to provide documents and records that will be used to evaluate your eligibility for foreclosure intervention.

After receiving all of the required documents and records, Wells Fargo Bank, N.A. will evaluate your eligibility and you will be notified about whether you qualify for a loan modification or other means of loss mitigation that could resolve the foreclosure action. If you qualify, Wells Fargo Bank, N.A. will propose an Agreement to be signed by the parties and filed with the Court.

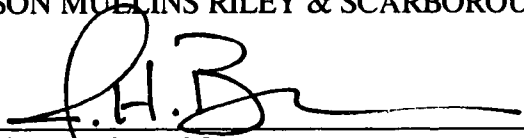
4. If you have any information or data that you would like for Wells Fargo Bank, N.A. to consider, please send it in with your Request to Participate in Foreclosure Intervention

If you would like Wells Fargo Bank, N.A. to consider any other information or data pertaining to your mortgage loan or personal circumstances, please send it with the Request to Participate in Foreclosure Intervention.

5. Wells Fargo Bank, N.A. cannot communicate with you directly about the Foreclosure Intervention process and foreclosure. It must communicate with you through its lawyers.

Under the South Carolina Supreme Court's Administrative Order 2011-05-02-01, Wells Fargo Bank, N.A. cannot communicate with you directly about Foreclosure Intervention or foreclosure, and you have the right to communicate with and otherwise deal with Wells Fargo Bank, N.A. through its attorneys, the law firm of Nelson Mullins Riley and Scarborough, L.L.P. ("Nelson Mullins"). **Nelson Mullins does not represent you.**

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise

SC Bar No. 012945

E-Mail: scott.moise@nelsonmullins.com

James H. Burns

SC Bar No. 70313

E-Mail: james.burns@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Columbia, South Carolina

5/26, 2011

MFF - Exhibit 121

STATE OF SOUTH CAROLINA

THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

DOCKET NO

Wells Fargo Bank, N. A.

2008-CP-38-1024

Plaintiff,

**RESPONSE TO NOTICE OF
MORTGAGOR'S RIGHT TO
FORECLOSURE INTERVENTION
PURSUANT TO
S. C. SUPREME COURT
ADMINISTRATIVE ORDER NO.**

2011-05-02-01

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC

2011 JUN 21 P 2:30

Vs.

Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to file this RESPONSE TO NOTICE OF MORTGAGOR'S RIGHT TO FORECLOSURE INTERVENTION THAT IS PURSUANT TO THE SUPREME COURT OF SOUTH CAROLINA ADMINISTRATIVE ORDER NO. 2011-05-02-01 and to demand DISMISSAL of this case with PREJUDICE and JUST and FAIR COMPENSATION for reasons that shall be stated herein.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

Argument I

1. . . Before RESPONDING TO THE NOTICE OF MORTGAGOR'S RIGHT TO FORECLOSURE INTERVENTION THAT IS PURSUANT TO THE SUPREME COURT OF SOUTH CAROLINA ADMINISTRATIVE ORDER NO. 2011-05-02-01, the Defendant shall ARGUE the following facts of record.

A. The Plaintiff has already violated SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES by failing to file a Case Status Update for the thirty (30) day periods beginning on October 15, 2010, on or about, to November 15, 2010 on or about, December 15, 2010, on or about, to January 15, 2011 on or about, and January 15, 2011, on or about, to February 15, 2011 on or about as required

and pursuant to the **MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES.**

B. Since the Plaintiff already has multiple compliance failures, this foreclosure action against the Defendant must be **DISMISSED with PREJUDICE** and the Defendant **JUSTLY and FAIRLY COMPENSATED** as a matter of Law.

C. The Plaintiff has consistently failed to adequately and legally address the issue of the Defendant's "Fraudulent Note and Mortgage". Rather than resolve this issue of the Defendant's "Fraudulent Note and Mortgage" in an intelligent, forthright and legal manner, the Plaintiff decided to ignore the "Fraud" and embarked upon a path to legitimize an illegal loan transaction that violates South Carolina Law and Federal Regulations.

D. The Defendant did not order or send the Plaintiff a falsified appraisal, withheld information, engage in forgery, misrepresented facts or tried to get money out of the Plaintiff by any means (legal or otherwise). These actions were and are still being done by others. Consequently, the Defendant is not responsible for the Plaintiff's failures and errors in judgment.

Argument II

2. Because of the Plaintiff's Counsel's failure to fully comply with **SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES**, in addition to the Seller, the Broker, the Appraiser, the Plaintiff's underwriting personnel, legal department and Janet Frotscher's Executive Resolution Team, the Plaintiff can now add Nelson Mullins Riley & Scarborough, LLP to the list of people and/or entities from whom the Plaintiff may recover losses (monetary and/or otherwise) the Plaintiff may have or has incurred. The Defendant is completely innocent relative to these matters.

A. Violating **SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES**, has effectively eliminated any legal standing the Plaintiff may have had to pursue a foreclosure under any **ADMINISTRATIVE ORDER** issued by the SUPREME COURT OF SOUTH CAROLINA. Consequently, as a matter of Law, the Defendant's case must be **DISMISSED with PREJUDICE** and the Defendant **JUSTLY and FAIRLY COMPENSATED**.

B. The Defendant has consistently stated the Plaintiff has been lying and misinforming the Court of Common Pleas relative to the Defendant's eligibility for a loan

modification under the HMP. The Plaintiff has engaged in this deceit and deception since June 16, 2009.

C. The Plaintiff has misled the Court into believing the Plaintiff actually attempted to contact the Defendant and those attempts were unsuccessful. The Defendant has already notified the Court, that the Plaintiff has not made any legitimate attempt to contact the Defendant relative to the HMP of its own volition. Nor has the Defendant refused to speak to the Plaintiff's agent/s, representative/s, authorized personnel, officer/s and/or attorney/ies.

D. The Defendant defines "Legitimate Attempt", as any contact initiated by the Plaintiff's personnel, agent/s, representative/s, officer/s and/or attorney/ies in the form of clearly identifiable written (delivered by the Postal Service or any other delivery service), verbal (by phone – the Defendant has two answering machines) and/or communication by electronic media; such as an email that clearly states the purpose and reason for the contact. In this case, loan modification relative to HMP. The Defendant shall quote these LIES and MISINFORMATION verbatim.

i. {Quote #1} **"that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP"**

ii. {Quote #2} **"Moreover, Wells Fargo attempted to contact the Defendant regarding her eligibility for a loan modification under the HMP, but has been unsuccessful in those attempts."**

E. It is important to note that the Defendant's definition of "Legitimate Attempt" is consistent with **"Footnote #4", "Paragraph #2", "Sentence #2", under the subheading "In relevant part, the Supplemental Directive States:"**, of the SUPREME COURT OF SOUTH CAROLINA ADMINISTRATIVE ORDER FOR FORECLOSURE CASES. {Quote} **"Servicers must use reasonable efforts to contact borrowers facing foreclosure to determine their eligibility for the HMP, including in-person contacts at the servicer's discretion."** {End Quote} The evidence will show all the contact between the Defendant and the Plaintiff relative to the HMP was initiated by the Defendant or the Defendant's husband not the Plaintiff.

F. Because of these OUTRIGHT LIES and MISINFORMATION, as well as for other reasons that have been stated and restated, this foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant awarded JUST and FAIR COMPENSATION as a matter of Law.

Closing Argument Relative To The Issues Raised In This Filing

3. On November 1, 2010, the Defendant received information from ACT aka The ACT Program {See Exhibit 212} offered by Accelerated Equity & Development, Inc., located at 303 S. Broadway #200-286, Denver, CO 80209, (801) 307-3202, (800) 530-3080, that the Defendant's loan did not fund until December 28, 2007. Since the Defendant cannot verify the actual Funding Date, the Defendant must rely on other sources for information. If the actual Funding Date of December 28, 2007 is verified as true, then the Plaintiff no longer has "Legal Standing" to proceed with a foreclosure or any other litigation against the Defendant. The evidence will show the Plaintiff had plenty of time to cancel, suspend or stop funding of the loan without any loss whatsoever because of the following facts:

A. On December 22, 2007, the Plaintiff's office in Raleigh, North Carolina was notified by phone by the Defendant's husband, who left a message on the answering machine, that there were problems with the Defendant's loan and the loan was mired in "Fraud", deceit and deception.

B. On December 24, 2007 Kathryn R. Perkinson, the Plaintiff's representative, responded to the message by contacting the Defendant and advising the Defendant to work things out with the Seller and if this could not be done to fax the Defendant's cancellation request to the Plaintiff's office in Des Moines, Iowa.

C. On December 27, 2007, The Closing Attorney, Debra C. Galloway, in her written response to the Defendant's complaint filed against her (Debra C. Galloway) stated on page 2, in paragraph 1, sentence #9 (the last sentence) that she, Debra C. Galloway, sent a letter by facsimile to the Defendant and Wells Fargo Home Mortgage (the Plaintiff's Home Mortgage Division) concerning the loan dispute. {Refer to Exhibit 70} Even though the Defendant never received this fax, no evidence has been presented by the Plaintiff, that the Plaintiff did not receive it.

D. The Plaintiff is knowingly perpetuating a "Predatory Lending Scheme" in which the falsified Appraisal #7-59 was used and is still being used to "Inflate the Value" of the real estate identified in this complaint. Since the Plaintiff was duly notified relative to the "Fraudulent" nature of loan #708-0174072777, the Plaintiff's current actions are consistent with the remaining facts that the Plaintiff is perpetuating an illegally brokered loan and a "Predatory Lending Scheme" under South Carolina Law.

E. Consequently, the Plaintiff is endeavoring to use the legal process to swindle or defraud the Defendant out of property and as much money as possible by essentially forcing the Defendant to make payments on a Loan, Note and Mortgage based on forged and/or altered documents, misrepresentations from the Broker, Seller and the Appraiser who knowingly submitted a falsified and inflated appraisal to the Plaintiff to fund loan #708-0174072777. The file number that identifies the falsified and inflated appraisal is 7-59. **{The Defendant refers the Plaintiff and the Court to the Plaintiff's Exhibits WF00001-WF00027 and the Defendant's Exhibits 8-14, 113 and 114}**

F. The Plaintiff is involved in an illegal "Predatory Lending Scheme" by legal definition because the Seller operated as a "Loan Originator" without a license. The Broker – Golden Gate Mortgage/David Terrell accepted, processed and sent the loan documents from the unlicensed Seller to the Plaintiff. **{The Defendant refers the Court and Plaintiff to SC Code of Laws SECTIONS 37-23-30, 37-23-40, 37-23-45 and 37-23-60; for the Plaintiff, SECTION 40-58-30, for the Seller, SECTION 40-58-70, 40-58-78 and 37-23-70, and for the Broker, SECTION 16-13-10.}**

G. The Defendant argues these violations not only occurred before approval of the loan by the Plaintiff's Underwriting Department, these violation were also in effect before and after the actual Funding Date as evidenced by the Plaintiff's own document file, **{Refer to the Plaintiff's documents WF00001 – WF00112}**

H. The Defendant argues the Plaintiff relied upon the falsified Appraisal #7-59 submitted by the Broker with Jim H. Austin III's signature. Since the signed and dated falsified Appraisal #7-59 was relied upon by the Plaintiff's underwriting personnel, the Appraiser violated a Federal Law. **{Refer to Title 18 USC 1001}** Regarding this matter of falsified documents and/or deceptive oral statements upon which others must rely, the Defendant refers the Court and the Plaintiff to: **{Restatement (Second) of Torts (1976) § 552.}**

4. Via correspondence, letters, mailings, filed Court responses and insisting the Appraisal is not falsified, the Contract of Sale has not been altered and the Defendant's initials not forged, the Plaintiff has demonstrated negligence, inherent negligence, reliance on failed underwriting policies and/or procedures, failure to exercise due diligence and significant errors in judgment as the following facts will illustrate.

A. The Plaintiff failed to investigate documents the Plaintiff received from the Broker – Golden Gate Mortgage/David Terrell. Even though it is evident the falsified Appraisal #7-59 was submitted by the Broker or came from some other source, and even though the invoice clearly indicates and verifies the Broker ordered the appraisal for the Seller – Thomas Jacobs and not the Defendant, the Plaintiff's personnel insists the Appraisal was ordered by the Defendant. Therefore, the Defendant has no liability as a source of information for the falsified appraisal. **{Refer to WF00027}**

B. The Plaintiff has already admitted relying in whole or in part upon the falsified appraisal to fund the loan. **{Refer to Exhibit 45, Paragraph 5, Sentence #2}**

C. The Plaintiff has admitted the Plaintiff did not contact the Defendant about the altered and forged sales contract or discussed the sales contract with the Defendant before the loan was closed. Consequently, the Defendant has no liability for the altered and forged contract of sale that was relied upon by the Plaintiff in whole or in part for loan #0174072777. **{Refer to the Plaintiff's Exhibits WF00028 and WF00029}**

D. The Plaintiff has two Appraisals in the Plaintiff's possession with the same file number 7-59 and only one invoice. The Plaintiff failed to investigate the cause and/or reason for the duplication. **{Refer to WF00001-WF00013 and WF00014-WF00026 and the only invoice WF00027}**

E. The Plaintiff has two Cover Letters for Appraisals in the Plaintiff's possession with the same file number 7-59, the same date, for two different people and only one invoice. The Plaintiff failed to investigate the cause and/or reason for the duplication. **{Refer to WF00002 and WF00015 and the only invoice WF00027}**

F. The Plaintiff failed to provide evidence the Plaintiff contacted the South Carolina Department of Consumer Affairs to verify the Seller did not have a Loan Originator's license or the Seller was a licensed "Loan Originator".

G. The Plaintiff failed to provide evidence the Plaintiff contacted the City of Orangeburg's Building Inspector's Office to verify the Seller did not have a "Building Permit" on the dates in question or had a "Building Permit" to legally initiate major repairs or improvements at 423 Bayne Street.

H. The Plaintiff failed to visit 423 Bayne Street to verify Appraisal #7-59 is falsified or the Appraisal is not falsified.

I. The Plaintiff failed to provide evidence the Plaintiff contacted the Appraiser to verify the Appraiser - Jim H. Austin III - never met the Defendant, as Janet Frotscher states in her

(Janet Frotscher's) letter dated June 2, 2008 or met the Defendant. {Refer to Exhibit 47}

J. The Plaintiff failed to provide evidence the Plaintiff contacted the Broker to verify the Broker – Golden Gate Mortgage/David Terrell - has never met the Defendant as Janet Frotscher states in her (Janet Frotscher's) letter dated February 21, 2008 and June 2, 2008 or met the Defendant. If the Plaintiff's personnel are going to make allegations of fact, then, they must prove them. {Refer to Exhibits 45, 47}

K. The Plaintiff has not provided any evidence that the Plaintiff contacted the Seller – Thomas Jacobs - to verify he (Thomas Jacobs) did not and could not or could initiate, conduct or complete major repairs or improvements at 423 Bayne Street.

L. The Plaintiff has provided no evidence that the Plaintiff reappraised the property to verify the "Value" of the Note and Mortgage are not inflated.

M. The Plaintiff has failed to verify the contract of sale is not altered and the Defendant's initials not forged. This failure renders the contract of sale null and void.

Arguments Relative To "Foreclosure Intervention"

5. **Response to paragraph 1:** Since by definition, "Foreclosure Intervention" means any policy, process or procedure employed by the Plaintiff for the purpose of seeking a resolution of a foreclosure action by loan modification or some other means of loss mitigation; and based on the facts in this case, the Defendant will participate in Foreclosure Intervention under the following conditions and only under the following conditions.

A. The Plaintiff must provide the Defendant with a copy of the Plaintiff's policy, process and/or procedure for settling a "Fraudulent, Loan, Note and Mortgage".

B. The Defendant will not sign any document until the applicable policy, procedure, program and/or process for settling a "Fraudulent, Loan, Note and Mortgage" is given to the Defendant in writing by the Plaintiff and/or by the Plaintiff's Attorney/ies.

6. **Response to paragraph 2:** No Response Required. The Defendant's response has already been stated in Paragraph 5 of this Pleading and in subparts 5A and 5B. The Defendant shall issue a signed statement of participation that is relative to the conditions outlined in Paragraph 5 and in subparts 5A and 5B.

7. **Response to paragraph 3:** The Defendant shall issue a signed statement of participation that is relative to the conditions outlined in Paragraph 5 and in subparts 5A and 5B.

8. **Response to paragraph 4:** No Response required. The Plaintiff and the Plaintiff's Attorney/ies already have all the necessary documents and information relative to the Defendant's "Fraudulent, Loan, Note and Mortgage". No further documentation is necessary.

9. **Response to paragraph 5:** No Response Required:

Summation

10. If Appraisal #7-59 is proven falsified, this case must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED. If the actual Funding Date is proven to be December 28, 2007 and/or any date other than December 21, 2007, this case must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED.

Settlement

11. In the event and after review, a Judge at the Court of Common Pleas deems it proper, conforming, compliant and/or in accordance with existing and/or established law, precedent/s and/or Court ruling/s to DISMISS the Plaintiff's case with PREJUDICE for wrongful litigation, on the merits of the case, the Plaintiff's failure to fully comply with the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES or for any other justifiable cause, reason and/or purpose, and/or the Plaintiff decides by Court Order and/or on the advice of Counsel and/or of the Plaintiff's own volition to settle this matter without further litigation and/or settle with the Defendant out of Court for any reason, purpose or cause, the Defendant hereby waives, her (the Defendant) Right/s to a TRIAL BY JURY relative to these matters; but reserves her (the Defendant) Right/s to a TRIAL BY JURY in the event the Plaintiff engages in further deceit, deception and/or trickery relative to such settlement, agreement and/or accord to end this matter and relinquish any future claim/s to the Defendant's property and/or other assets.

Category of Damages

12. The Defendant has already identified and stated the damages the Defendant has

sustained because of the Plaintiff's actions and has set forth the specific amount claimed for each category and how such amount was calculated. *The Defendant refers the Court and the Plaintiff to the Defendant's FIRST AMENDMENT TO RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 10/18/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES dated and stamped 2010 DEC - 2, pages 28 - 31, from the second paragraph #41 to paragraph #49.*

Prayer for Relief

13. The Defendant's revised "Prayer for Relief" has already been stated: *The Defendant refers the Court and the Plaintiff to the Defendant's RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 10/18/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES dated and stamped 2010 NOV 12, page 21 paragraph #53 and subparts 53A – 53G.*

NOTIFICATION

A copy of the Defendant's RESPONSE TO NOTICE OF MORTGAGOR'S RIGHT TO FORECLOSURE INTERVENTION THAT IS PURSUANT TO THE SUPREME COURT OF SOUTH CAROLINA ADMINISTRATIVE ORDER NO. 2011-05-02-01 and the Defendant's demand for DISMISSAL of this case with PREJUDICE and JUST and FAIR COMPENSATION that has been filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 21st
day of June in the year 2011 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): _____
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On 6/21/11 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary Emma M. Green
(Signature)

Commission Expires 11/16

(Seal)

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
151 Meeting Street, 6th floor
Charleston, SC 29401
843-853-5200
www.nelsonmullins.com

Elizabeth Scott Moïse
Tel: 843-720-4382
Fax: 843-720-4369
scott.moise@nelsonmullins.com

June 29, 2011

Via Certified Mail
Return Receipt Requested

Mrs. Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115

RE: Wells Fargo Bank, N.A. v. Dorothy Sistrunk
Wells Fargo Matter #: 0362522-01
Case No.: 08-CP-38-1024
NMRS File No.: 10275/01528

Dear Ms. Sistrunk:

Thank you for your Response to Notice of Mortgagor's Right to Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-01 and Request to participate in Foreclosure Intervention with Conditions Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-01, which were filed on June 21, 2011. Your Response and Request state that you will participate in Foreclosure Intervention only under the following condition: "The Plaintiff must provide Defendant with a copy of Plaintiff's policy, process and/or procedure for settling a 'Fraudulent, Loan, Note and Mortgage.'" Plaintiff does not have such a policy, process, or procedure.

Again, we are enclosing another Request to participate in Foreclosure Intervention for your consideration. You have already received the forms to complete for participation, and our client is happy to consider your application if you decide to participate. Although your Request to Participate states that you do not have to provide any more documents to Wells Fargo, that information is necessary for my client to analyze your eligibility for loan modification or other loss mitigation procedure.

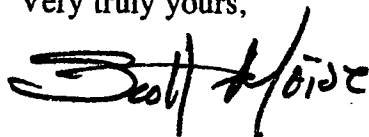
MFF - Exhibit 123

With twelve office locations in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, South Carolina, and West Virginia

Mrs. Dorothy Sistrunk
June 29, 2011
Page 2

I look forward to hearing from you as soon as possible.

Very truly yours,

A handwritten signature in black ink, appearing to read "Elizabeth Scott Moïse". The signature is stylized with a large, looped "E" and a long, sweeping "M".

Elizabeth Scott Moïse

FSM
Enclosure

MFF - Exhibit 123

10275/1528
row
7/13/11

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

THE COURT OF COMMON PLEAS
DOCKET NO

Wells Fargo Bank, N. A.

2008-CP-38-1024

Plaintiff,

**NOTICE OF PLAINTIFF'S
FAILURE TO QUALIFY FOR
PARTICIPATION IN
FORECLOSURE INTERVENTION
PURSUANT TO
S. C. SUPREME COURT
ADMINISTRATIVE ORDER NO.
2011-05-02-01
RE: June 29, 2011 Letter**

Vs.

Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to file this NOTICE OF THE PLAINTIFF'S FAILURE TO QUALIFY FOR PARTICIPATION IN FORECLOSURE INTERVENTION PURSUANT TO THE SUPREME COURT OF SOUTH CAROLINA ADMINISTRATIVE ORDER NO. 2011-05-02-01; Re: June 29, 2011 Letter, and to demand DISMISSAL of this case with PREJUDICE and JUST and FAIR COMPENSATION for reasons that shall be stated herein.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. On or about July 5, 2011, the Defendant signed for and then received a Certified Letter, [#7160 3901 9848 0775 0683], that can be clearly identified as coming from the Plaintiff's Attorneys, Nelson Mullins Riley & Scarborough, LLP {See Exhibit 217}. The sender of the letter is supposedly, Elizabeth Scott Moise. The letter is dated, June 29, 2011. The letter also has the purported signature of Elizabeth Scott Moise. {See Page 2, Exhibit 218} The Defendant believes this Certified Letter is an intended response to the Defendant's stated conditions for participating in the FORECLOSURE INTERVENTION PROCESS that was file in the Court of Common Pleas on June 21, 2011. {See Paragraph 1, Sentence #2, Exhibit 218}

-1-

ATTEST: TRUE COPY
Wanda B. Clark
CLERK OF COURT

RTFF - Exhibit 122

2. The Defendant will quote verbatim from Paragraph 1, Sentences, Number 2 and 3 of this letter. {Beginning Direct Quote} **"Your Response and Request state that you will participate in Foreclosure Intervention only under the following condition: The Plaintiff must provide Defendant with a copy of Plaintiff's policy, process and/or procedure for settling a 'Fraudulent, Loan, Note and Mortgage'. Plaintiff does not have such a policy, process, or procedure."** {End Direct Quote} {See Page 1, Paragraph 1, Sentences Number 2 and 3, Exhibit 218}
3. Since the Plaintiff's attorney/s have admitted, in writing, that the Plaintiff, Wells Fargo Bank, N.A., does not have a policy, process, or procedure for settling the Defendant's "Fraudulent" Loan, Note and Mortgage, the Plaintiff does not qualify to participate in any **FORECLOSURE INTERVENTION PROCESS** relative to the Defendant's case, because the issues in the Defendant's case are "Fraud" and the perpetuation of an "Illegally Brokered Loan" that is a violation of the Law in the State of South Carolina, and an "Illegal Predatory Lending Scheme" that is a violation of both Federal and State Law.
4. The Plaintiff and the Plaintiff's attorneys have already disqualified themselves from participation in any **FORECLOSURE INTERVENTION PROCESS** because the Law Firm of Nelson, Mullins Riley & Scarborough, LLP, has already violated **SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES** by failing to file a Case Status Update for the thirty (30) day periods beginning on October 15, 2010, on or about, to November 15, 2010 on or about, December 15, 2010, on or about, to January 15, 2011 on or about, and January 15, 2011, on or about, to February 15, 2011 on or about as required and pursuant to the **MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES**.
5. Since the Plaintiff and the Plaintiff's Law Firm already have multiple compliance failures and violations, the Plaintiff and the Plaintiff's current attorney/s, Nelson Mullins Riley & Scarborough, LLP, are not qualified, legally or otherwise, to participate in any **FORECLOSURE INTERVENTION PROCESS**, or initiate any further legal action in the Court of Common Pleas. Therefore, this foreclosure action against the Defendant must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** as a matter of Law.

6. As the Defendant has stated from the very beginning, the Plaintiff has consistently failed to adequately and legally address the issue of the Defendant's "Fraudulent" Loan, Note and Mortgage. Now that the Plaintiff's attorney/s have openly admitted the Plaintiff has no process, policy or procedure to settle the Defendant's "Fraudulent" Loan, Note and Mortgage, the Defendant alleges the Plaintiff is trying to use the FORECLOSURE INTERVENTION PROCESS to legitimize an "Illegally Brokered Loan" and an "Illegal Predatory Lending Scheme" that is based entirely on errors, omissions, misrepresentation, misinformation, misstatement of material facts, forgery and false documentation.

7. As evidenced by the Plaintiff's own documents, the Defendant did not order or send the Plaintiff a falsified appraisal, withheld information, engaged in forgery, misrepresented facts or tried to get money out of the Plaintiff by any means (legal or otherwise). These actions were and are still being done by others. Consequently, the Defendant is not responsible for the Plaintiff's failures and errors in judgment.

8. Because of the Plaintiff's attorney/s, Nelson Mullins Riley & Scarborough, LLP, failure to fully comply with SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES, in addition to the Seller, the Broker, the Appraiser, the Plaintiff's underwriting personnel, legal department and Janet Frotscher's Executive Resolution Team, the Plaintiff can now add Nelson Mullins Riley & Scarborough, LLP to the list of people and/or entities from whom the Plaintiff may recover losses (monetary and/or otherwise) the Plaintiff may have or has incurred. The Defendant is completely innocent relative to these matters.

9. Since the Plaintiff's own attorney/s violated SECTION (3) of the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES, the Plaintiff's own attorney/s have effectively eliminated any legal standing the Plaintiff may have had to participate in the FORECLOSURE INTERVENTION PROCESS, or pursue a foreclosure under any ADMINISTRATIVE ORDER issued by the SUPREME COURT OF SOUTH CAROLINA. Consequently, as a matter of Law, the Defendant's case must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED. Consequently, because of the Plaintiff's attorney/s open admission that the Plaintiff has no

policy, process or procedure to settle the Defendant's "Fraudulent" Loan, Note and Mortgage, the Defendant alleges, the Plaintiff's attorney/s have initiated, implemented and perpetuated "FRAUD UPON THE COURT". Because of the Plaintiff's already filed admissions, and the possible "Fraud Upon the Court", by the Plaintiff's attorney/s, either knowingly and/or unknowingly, the Defendant has no choice and shall state her, (the Defendant's) ELEVENTH AFFIRMATIVE DEFENSE, based upon this newly revealed information.

ELEVENTH AFFIRMATIVE DEFENSE
(Fraud Upon The Court)

10. Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "Fraud Upon the Court". {See **Bulloch v. United States, 763 F.2d 1115, 1121 (10th Cir. 1985)**}. The Court stated "Fraud upon the Court" is "Fraud" which is directed to the judicial machinery itself and is not "Fraud" between the parties or fraudulent documents, false statements or perjury. ... In addition:

A. The Chief Justice of the Supreme Court of South Carolina established the guidelines for compliance to the **MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES**, not the Defendant or the Court of Common Pleas. Consequently, when the Plaintiff's attorney/s filed false statements that the Plaintiff had attempted to contact the Defendant, relative to the HMP, this false information was submitted in compliance to a Supreme Court Order, not in response to a pleading directed at the Defendant or a pleading from Defendant.

B. The Defendant alleges the nature of "Fraud" encompasses a broad range of human behavior, including anything calculated to deceive, whether it be by direct falsehood or by innuendo, by speech or by silence, by word of mouth or by look or gesture. Fraud includes the suppression of the truth, as well as the presentation of false information.

C. It is clear and well-established law that any attempt by any officer of the court, whether attorney or judge, to deceive is considered fraud, and when the attempt to deceive occurs in a judicial proceeding, it is "Fraud Upon the Court".

D. Every judge in the State of South Carolina is an officer of the Court, as well as all attorneys. It should be noted that the definition of "Fraud" applies to everything an attorney may be engaged in, whether in court, in his/her office, or even at the neighborhood restaurant.

E. The Defendant further alleges that the operative phrase is "anything

calculated to deceive". It is not a requirement of law that the Plaintiff's attorney/s did in fact deceive the Defendant or the Court of Common Pleas, only that the Plaintiff's attorney/s engaged in an act and/or activity in which the Defendant and/or the Court of Common Pleas could have been deceived. Furthermore, an attorney has a fiduciary duty to his client not to submit false statements in the Court or to the Court. This duty is over and beyond what a non-attorney's duty is to another person.

11. The Defendant has consistently stated the Plaintiff has been lying and misinforming the Court of Common Pleas relative to the Defendant's eligibility for a loan modification under the HMP. Since the Plaintiff attorney/s has openly admitted the Plaintiff does not have a policy, process or procedure to settle the Defendant's "Fraudulent" Loan, Note and Mortgage, the Plaintiff's attorney/s have been presenting false information to the Court of Common Pleas since June 16, 2009.

12. Since the Plaintiff attorney/s have openly admitted the Plaintiff does not have a policy, process or procedure to settle the Defendant's "Fraudulent" Loan, Note and Mortgage, it must be noted, for the record, that the Defendant notified the Court of Common Pleas, that the Plaintiff did not and has not made any legitimate attempt to contact the Defendant relative to the HMP of its own volition. Nor has the Defendant refused to speak to the Plaintiff's agent/s, representative/s, authorized personnel, officer/s and/or attorney/s as implied by the Plaintiff's attorney/s.

13. Because of OUTRIGHT LIES, MISINFORMATION and the possibility that the Plaintiff's attorney/s may have committed "FRAUD UPON THE COURT" by filing misleading and false information that could deceive the Court of Common Pleas; as well as for other reasons that have been stated and restated, neither the Plaintiff... nor the Plaintiff's attorney/s are qualified to participate in FORECLOSURE INTERVENTION. Consequently, this foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant awarded JUST and FAIR COMPENSATION as a matter of Law.

A Review of the Facts In This Case

14. On November 1, 2010, the Defendant received information from ACT aka The ACT Program {See Exhibit 212} offered by Accelerated Equity & Development, Inc., located at

303 S. Broadway #200-286, Denver, CO 80209, (801)-307-3202, (800) 530-3080, that the Defendant's loan did not fund until December 28, 2007. Since the Defendant cannot verify the actual Funding Date, the Defendant must rely on other sources for information. If the actual Funding Date of December 28, 2007 is verified as true, then the Plaintiff no longer has "Legal Standing" to proceed with a foreclosure or any other litigation against the Defendant. The evidence will show the Plaintiff had plenty of time to cancel, suspend or stop funding of the loan without any loss whatsoever because of the following facts:

A. On December 22, 2007, the Plaintiff's office in Raleigh, North Carolina was notified by phone by the Defendant's husband, who left a message on the answering machine, that there were problems with the Defendant's loan and the loan was mired in "Fraud", deceit and deception.

B. On December 24, 2007 Kathryn R. Perkinson, the Plaintiff's representative, responded to the message by contacting the Defendant and advising the Defendant to work things out with the Seller and if this could not be done to fax the Defendant's cancellation request to the Plaintiff's office in Des Moines, Iowa.

C. On December 27, 2007, The Closing Attorney, Debra C. Galloway, in her written response to the Defendant's complaint filed against her (Debra C. Galloway) stated on page 2, in paragraph 1, sentence #9 (the last sentence) that she, (Debra C. Galloway), sent a letter by facsimile to the Defendant and Wells Fargo Home Mortgage (the Plaintiff's Home Mortgage Division) concerning the loan dispute. {Refer to Exhibit 70} Even though the Defendant never received this fax, no evidence has been presented by the Plaintiff, that the Plaintiff did not receive it.

D. The Plaintiff is knowingly perpetuating a "Predatory Lending Scheme" in which the falsified Appraisal #7-59 was used and is still being used to "Inflate the Value" of the real estate identified in this complaint. Since the Plaintiff was duly notified relative to the "Fraudulent" nature of loan #708-0174072777, the Plaintiff's current actions are consistent with the remaining facts that the Plaintiff is perpetuating an "Illegally Brokered Loan" and a "Predatory Lending Scheme" under South Carolina Law.

E. Consequently, the Defendant alleges that the Plaintiff and the Plaintiff's attorney/s may be committing additional "FRAUD UPON THE COURT" by using FORECLOSURE INTERVENTION as a method and means to legitimize an illegal

"Predatory Lending Scheme". Illegal activity of this nature would swindle the Defendant out of property and money. Forcing the Defendant to sign documents without conditions so the Defendant can make payments on a "Fraudulent" Loan that is based on a falsified appraisal would be detrimental to the Defendant. The file number that identifies the falsified appraisal is 7-59. {The Defendant refers the Plaintiff and the Court to the Plaintiff's Exhibits WF00001-WF00027 and the Defendant's Exhibits 8-14, 113 and 114}

F. The Defendant alleges, by legal definition, the Plaintiff is involved in an illegal "Predatory Lending Scheme" because the Seller operated as a "Loan Originator" without a license. The Broker – Golden Gate Mortgage/David Terrell accepted, processed and sent the loan documents from the unlicensed Seller to the Plaintiff. {The Defendant refers the Court and Plaintiff to SC Code of Laws SECTIONS 37-23-30, 37-23-40, 37-23-45 and 37-23-60; for the Plaintiff, SECTION 40-58-30, for the Seller, SECTION 40-58-70, 40-58-78 and 37-23-70, and for the Broker, SECTION 16-13-10.}

G. The Defendant argues these violations not only occurred before approval of the loan by the Plaintiff's Underwriting Department, these violation were also in effect before and after the actual Funding Date as evidenced by the Plaintiff's own document file, {Refer to the Plaintiff's documents WF00001 – WF00112}

H. The Defendant argues the Plaintiff relied upon the falsified Appraisal #7-59 submitted by the Broker with Jim H. Austin III's signature. Since the signed and dated falsified Appraisal #7-59 was relied upon by the Plaintiff's underwriting personnel, the Appraiser violated a Federal Law. {Refer to Title 18 USC 1001} Regarding this matter of falsified documents and/or deceptive oral statements upon which others must rely, the Defendant refers the Court and the Plaintiff to: {Restatement (Second) of Torts (1976) § 552.}

15. Via correspondence, letters, mailings, filed Court responses and insisting the Appraisal is not falsified, the Contract of Sale has not been altered and the Defendant's initials not forged, the Plaintiff has demonstrated negligence, inherent negligence, reliance on failed underwriting policies and/or procedures, failure to exercise due diligence and significant errors in judgment as the following facts will illustrate.

A. The Plaintiff failed to investigate documents the Plaintiff received from the Broker – Golden Gate Mortgage/David Terrell. Even though it is evident the falsified Appraisal #7-59 was submitted by the Broker or came from some other source, and even though the invoice

clearly indicates and verifies the Broker ordered the appraisal for the Seller – Thomas Jacobs and not the Defendant, the Plaintiff's personnel insists the Appraisal was ordered by the Defendant. Therefore, the Defendant has no liability as a source of information for the falsified appraisal. {Refer to WF00027}

B. The Plaintiff has already admitted relying in whole or in part upon the falsified appraisal to fund the loan. {Refer to Exhibit 45, Paragraph 5, Sentence #2}

C. The Plaintiff has already admitted the Plaintiff did not contact the Defendant about the altered and forged sales contract or discussed the sales contract with the Defendant before the loan was closed. Consequently, the Defendant has no liability for the altered and forged contract of sale that was relied upon by the Plaintiff in whole or in part for loan #0174072777. {Refer to the Plaintiff's Exhibits WF00028 and WF00029}

D. The Plaintiff has two Appraisals in the Plaintiff's possession with the same file number 7-59 and only one invoice. The Plaintiff failed to investigate the cause and/or reason for the duplication. {Refer to WF00001-WF00013 and WF00014-WF00026 and the only invoice WF00027}

E. The Plaintiff has two Cover Letters for Appraisals in the Plaintiff's possession with the same file number 7-59, the same date, for two different people and only one invoice. The Plaintiff failed to investigate the cause and/or reason for the duplication. {Refer to WF00002 and WF00015 and the only invoice WF00027}

F. As of to date, the Plaintiff has refused to contact the South Carolina Department of Consumer Affairs to verify the Seller did not have a Loan Originator's license or the Seller was a licensed "Loan Originator".

G. As of to date, the Plaintiff has refused to contact the City of Orangeburg's Building Inspector's Office to verify the Seller did not have a "Building Permit" on the dates in question or had a "Building Permit" to legally initiate major repairs or improvements at 423 Bayne Street.

H. As of to date, the Plaintiff has refused to visit 423 Bayne Street to verify the fact, that Appraisal #7-59 is falsified or the Appraisal is not falsified even though invited to do so.

I. As of to date, the Plaintiff has failed to provide any evidence to verify the fact that the Appraiser - Jim H. Austin III - never met the Defendant, as Janet Frotscher states in her (Janet Frotscher's) letter dated June 2, 2008. {Refer to Exhibit 47}

J. As of to date, the Plaintiff has refused to contact the Broker to verify the fact,

that the Broker – Golden Gate Mortgage/David Terrell - has never met the Defendant as Janet Frotscher states in her (Janet Frotscher's) letter dated February 21, 2008 and June 2, 2008. As the Defendant has consistently stated, if the Plaintiff's personnel are going to make allegations of fact, then, they must prove them. {Refer to Exhibits 45, 47}

K. The Plaintiff has not provided any evidence that the Plaintiff contacted the Seller – Thomas Jacobs - to verify he (Thomas Jacobs) did not and could not initiate, conduct or complete major repairs or improvements at 423 Bayne Street.

L. The Plaintiff has not provided any evidence that the Plaintiff reappraised the property to verify the "Value" of the Note and Mortgage are not inflated.

M. The Plaintiff has failed to verify the contract of sale is not altered and the Defendant's initials not forged. This failure renders the contract of sale null and void. Consequently, based upon the undeniable facts in this case and the Prima Facie Evidence of the "Falsified Appraisal #7-59", the Prima Facie Evidence of the forged and altered "Contract of Sale", that came from the Plaintiff, this foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant awarded JUST and FAIR COMPENSATION as a matter of Law.

Arguments Relative To "Foreclosure Intervention"

16. Since the Supreme Court of South Carolina has stated, "Foreclosure Intervention" shall include any policy, process or procedure employed by the Plaintiff for the purpose of seeking a resolution of a foreclosure action by loan modification or some other means of loss mitigation; {See Exhibit 222} and based on the facts in this case, and the fact that the Plaintiff does not currently have a policy, process and/or procedure to settle the Defendant's "Fraudulent, Loan, Note and Mortgage, {See Exhibit 218}, the Defendant will revise her (the Defendant's) conditions to participate in Foreclosure Intervention. The Defendant will participate in the FORECLOSURE INTERVENTION PROCESS under the following revised conditions and only under the following revised conditions.

A. The Plaintiff must develop, establish and implement a policy, process and/or procedure to settle the Defendant's "Fraudulent, Loan, Note and Mortgage".

B. The Defendant will not sign any document until the applicable policy, procedure, program and/or process for settling the Defendant's "Fraudulent, Loan, Note and Mortgage" is given to the Defendant in writing by the Plaintiff and/or by the Plaintiff's attorney/s.

17. The Defendant argues the SUPREME COURT OF SOUTH CAROLINA ADMINISTRATIVE ORDER NO. 2011-05-02-01, does not prohibit the Plaintiff from developing, establishing and implementing such a policy, process and/or procedure to settle the Defendant's "Fraudulent, Loan, Note and Mortgage". {See Section C, subpart (5) Exhibit 222}

If the Defendant were to agree to participate in the FORECLOSURE INTERVENTION PROCESS by signing the document supplied by the Plaintiff's attorney/s without conditions, {See Exhibits 220 & 221}, the Defendant would literally be aiding and abetting the Plaintiff in the Plaintiff's illegal activities, legitimatizing an "Illegally Brokered Loan", an "Illegal Predatory Lending Scheme" and supporting the Plaintiff's notion that the Defendant's Loan, Note and Mortgage is not "Fraudulent", when in fact and actuality, the Defendant's "Loan, Note and Mortgage is mired in "Fraud", deceit and deception. The Defendant will not support the Plaintiff in these illegal activities.

18. The Defendant shall issue a revised signed statement of participation that is relative to the conditions outlined in Paragraph 16 and in subparts 16A and 16B.

Summation

19. If Appraisal #7-59 is proven falsified, this case must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED. If the actual Funding Date is proven to be December 28, 2007 and/or any date other than December 21, 2007, this case must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED.

Settlement

20. In the event and after review, a Judge at the Court of Common Pleas deems it proper, conforming, compliant and/or in accordance with existing and/or established law, precedent/s and/or Court ruling/s to DISMISS the Plaintiff's case with PREJUDICE for wrongful litigation, on the merits of the case, the Plaintiff's failure to fully comply with the MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES, SUSPECTED FRAUD UPON THE COURT or for any other justifiable cause, reason and/or purpose, and/or the Plaintiff decides by Court Order and/or on the advice of Counsel and/or of the Plaintiff's own volition to settle this matter without further litigation and/or settle with the

Defendant out of Court for any reason, purpose or cause, the Defendant hereby waives, her (the Defendant) Right/s to a TRIAL BY JURY relative to these matters; but reserves her (the Defendant) Right/s to a TRIAL BY JURY in the event the Plaintiff engages in further deceit, deception and/or trickery relative to such settlement, agreement and/or accord to end this matter and relinquish any future claim/s to the Defendant's property and/or other assets.

Category of Damages

21. The Defendant has already identified and stated the damages the Defendant has sustained because of the Plaintiff's actions and has set forth the specific amount claimed for each category and how such amount was calculated. The Defendant refers the Court and the Plaintiff to the Defendant's FIRST AMENDMENT TO RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 10/18/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES dated and stamped 2010 DEC - 2, pages 28 - 31, from the second paragraph #41 to paragraph #49.

Prayer for Relief

22. The Defendant's revised "Prayer for Relief" has already been stated: The Defendant refers the Court and the Plaintiff to the Defendant's RESPONSE TO PLAINTIFF'S CASE STATUS UPDATE 10/18/2010 PURSUANT TO THE MAY 22, 2009 SUPREME COURT OF SOUTH CAROLINA ORDER FOR FORECLOSURE CASES dated and stamped 2010 NOV 12, page 21 paragraph #53 and subparts 53A - 53G.

NOTIFICATION

A copy of the Defendant's NOTICE OF THE PLAINTIFF'S FAILURE TO QUALIFY FOR PARTICIPATION IN FORECLOSURE INTERVENTION PURSUANT TO THE SUPREME COURT OF SOUTH CAROLINA ADMINISTRATIVE ORDER NO. 2011-05-02-01; Re: June 29, 2011 Letter , and to demand DISMISSAL of this case with PREJUDICE and JUST and FAIR COMPENSATION that has been filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 11
day of July in the year 2011 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): Luke B. Helle
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On 7/11/11 before me appeared Dorothy Sistrunk and proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument presents this document. WITNESS my hand and
official seal.

Notary Luke B. Helle
(Signature)

Commission Expires MY COMMISSION EXPIRES
APRIL 13TH, 2015



STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,) Civil Action No. 2008-CP-38-1024
)

Plaintiff,)
)

vs.)

Dorothy Sistrunk,)

Defendant.)
)

CERTIFICATION OF
COMPLIANCE WITH
ADMINISTRATIVE ORDER 2011-
05-02-01

The undersigned counsel for Plaintiff, Wells Fargo Bank, N.A. ("Wells Fargo"), does hereby certify as follows:

1. That this is an action for the foreclosure of an owner occupied real property.
2. Pursuant to the Supreme Court's Administrative Order 2011-05-02-01.

(a) Wells Fargo served the Mortgagor, Dorothy Sistrunk ("Mortgagor") with the required Notice of Foreclosure Intervention on May 26, 2011.

(b) On June 21, 2011, Mortgagor responded and filed a Response to Mortgagor's Right to Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-11 and Request to Participate in Foreclosure Intervention with Conditions Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-11. Mortgagor's responses state that she will participate in foreclosure intervention subject to certain conditions: Wells Fargo must provide her with a policy, process, and/or procedure for settling an alleged fraudulent loan, and Mortgagor will not sign any documents until she receives a copy of the policy, process, or procedure.

MFF - Exhibit 122

(c) On June 29, 2011, counsel for Wells Fargo acknowledged receipt of Mortgagor's conditional acceptance and enclosed another Request to Participate in Foreclosure Intervention. Wells Fargo's counsel stated that it already sent forms to the Mortgagor for her to complete as these are necessary to analyze Mortgagor's eligibility for foreclosure intervention or some other loss mitigation procedure. Further, Wells Fargo's counsel stated that Wells Fargo did not have a specific policy to settle Mortgagor's loan.

(d) On July 11, 2011, Mortgagor filed a Notice of Plaintiff's Failure to Qualify for Participation in Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-11 and stated that "neither the Plaintiff. . . nor the Plaintiff's attorney's are qualified to participate in FORECLOSURE INTERVENTION." Thereafter, Mortgagor states that she will participate in the foreclosure intervention subject to certain revised conditions. Among the stated conditions is a requirement that Wells Fargo "must develop, establish and implement a policy, process and/or procedure to settle the Defendant's 'Fraudulent, Loan, Note and Mortgage.'"

(e) On July 15, 2011, Mortgagor filed Response to Second Notice of Mortgagor's Right to Foreclosure Intervention Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-11 and to Demand an Investigation into "Fraud Upon the Court" Before Any Foreclosure Intervention Can Begin. Among numerous arguments in this filing, Mortgagor states that Wells Fargo's counsel and Wells Fargo are disqualified from participating in foreclosure intervention.

(f) On July 15, 2011, Mortgagor filed Third Request to participate in Foreclosure Intervention with Revised Conditions Pursuant to S.C. Supreme Court Administrative Order No. 2011-05-02-11. Once again, Mortgagor states that she will participate in foreclosure intervention subject to her previously demanded conditions.

Mortgagor's various responses to the Notice of Foreclosure Intervention are attached. Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process. Mortgagor has failed to provide Wells Fargo with any documents or records for to evaluate eligibility for foreclosure intervention. Furthermore, Wells Fargo is not required to establish any new policies or procedures that are not already in place.

Accordingly, Wells Fargo cannot properly assess if Mortgagor does or does not qualify for a loan modification or other loss mitigation program. Wells Fargo believes it has made significant efforts to engage in foreclosure intervention with Mortgagor. Therefore, Wells Fargo respectfully requests that this litigation proceed forward.

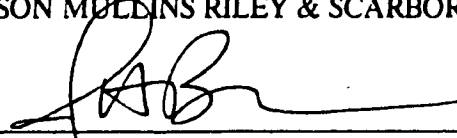
CONCLUSION

To prevent further delay of this matter, Wells Fargo respectfully requests this Court lift the stay and permit this matter to proceed.

Pursuant to Rule 11(a), counsel certifies that he has not communicated with Mortgagor prior to filing this certification, as she is a *pro se* litigant.

Signature Page Attached

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Attorneys for Wells Fargo Bank, N.A.

Charleston, South Carolina

August 1, 2011

STATE OF SOUTH CAROLINA

THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

DOCKET NO:

Wells Fargo Bank, N. A.

2008-CP-38-1024

Plaintiff,

**DEFENDANT DOROTHY SISTRUNK
LEGAL MEMORANDUM IN
SUPPORT OF NOTICE OF MOTION
AND MOTION TO DISMISS WITH
PREJUDICE**

Vs.

Dorothy Sistrunk;

Defendant/(s)

FILED FOR RECORD
JUL 15 A 11:38
JANIFA B. CLARK
CLERK OF COURT
ORANGEBURG, SC

**LEGAL MEMORANDUM IN SUPPORT OF NOTICE OF MOTION AND
MOTION TO DISMISS WITH PREJUDICE**

**DEFENDANT DOROTHY SISTRUNK RESERVES HER (THE DEFENDANT'S)
CONSTITUTIONAL RIGHT TO A JURY TRIAL**

With fees duly paid and entered into the record, comes now the Defendant, Dorothy Sistrunk, to file this NOTICE OF MOTION AND MOTION TO DISMISS WITH PREJUDICE and JUST and FAIR COMPENSATION for reasons that shall be stated herein.

OPENING STATEMENT

The Reason For Filing The Notice of Motion And Motion To Dismiss With Prejudice

1. The Defendant alleges the Plaintiff, Wells Fargo Bank, N.A., /Wells Fargo Home Mortgage (hereafter also called WFB/WFHM), is endeavoring to use the judicial process to illegally deprive the Defendant of money and property. This illegal foreclosure proceeding has already caused the Defendant unnecessary stress, distress and has necessitated the expenditure of considerable resources in time, effort and money for a legal defense that the Defendant will seek to recover justifiably, fairly, compensatorily and punitively. The extent, depth and scope of the fraud and illegality in this foreclosure proceeding compelled the Defendants to file this NOTICE OF MOTION AND MOTION TO DISMISS WITH PREJUDICE. The Court of Common Pleas

ATTEST: TRUE COPY
Wings B. Clark
CLERK OF COURT
ORANGEBURG COUNTY

must not be used as a clearing house to legitimize the Plaintiff's illegal "Predatory Lending Scheme" that is supported by falsified documents in order to exact payment from the Defendant.

Background

2. All the Background needed for this MOTION to DISMISS with PREJUDICE with JUST and FAIR COMPENSATION can be condensed into the evidence the Plaintiff has provided. The evidence is clear, concise, convincing, undeniable, irrefutable, not subject to controversy or legal challenge in this foreclosure proceeding or during any subsequent appeal and proves beyond any reasonable doubt that the documents the Plaintiff has provided and presented to the Court of Common Pleas as a debt obligation are not that at all. Rather, the documents the Plaintiff has provided are the recorded and documented evidence of a successful and well executed Home Improvement and Mortgage FRAUD. {See WF00001 – WF00029} that may have netted the Seller – Thomas Jacobs/Thomas D. Jacobs \$75,000.00. {See WF00088}

ARGUMENT I

The Plaintiff's Liabilities

As A Direct Result Of Using "Falsified" Documents To Support A "Cause Of Action"

3. The first reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided proves clearly and convincingly that the Defendant's Mortgage should have been cancelled years ago because it is a FRAUD. As a direct result of the Plaintiff's insistence on using "Falsified" documents to support a "Cause of Action" on a Mortgage that came into existence due to FRAUD and the Plaintiff's own "Negligence", "Due Diligence Failures" and "Errors in Judgment", the Plaintiff has "Perpetrated and Perpetuated a FRAUD upon the Defendant, "Defamed the Character of the Defendant" with false accusations, Abused the Legal Process" by bringing an "Illegally Brokered" loan into Court, engaged in "Wrongful Litigation" because the Defendant has no liability for the loan, misled the Court of Common Pleas, and was on the verge of committing additional illegalities by using Federally Mandated Programs, i.e., the HMP and the Foreclosure Intervention Process to legally exact payment from the Defendant on an "Illegally Brokered" Loan, an Illegal "Predatory Lending Scheme" and a Home Improvement and Mortgage FRAUD that are supported entirely by "Falsified" and "Forged" documents that

the Plaintiff funded in violation of the Laws of the State of South Carolina because the Seller was not a licensed "Loan Originator". **Therefore, this foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and in addition to JUST and FAIR COMPENSATION, the Defendant shall seek punitive damages as well.**

4. The evidence the Plaintiff has provided proves clearly, convincingly and undeniably that the Defendant is a **Victim** of this Home Improvement and Mortgage **FRAUD** and the Plaintiff is not. **The reason:** The Defendant has done everything within the Defendant's ability to end this **FRAUD**, {Refer to filed Wells Fargo Exhibits B and D} while the Plaintiff has used every means and method to perpetuate it {See WF00120, WF00121, WF00125 & WF00130}, protect it legally {Refer to the **WELLS FARGO BANK, N.A., RESPONSES TO REQUEST FOR DISCOVERY** filed in the Court of Common Pleas, October 15, 2008} and exact payment from it. {See WF00122, WF00123, WF00124, WF00127, WF00129}

ARGUMENT II

The Plaintiff's Perpetuation Of An "Illegal Predatory Lending Scheme"

5. The second reason why the Plaintiff's foreclosure proceeding against the Defendant must be **DISMISSED with PREJUDICE** and the Defendant **JUSTLY and FAIRLY COMPENSATED** in every category and manner allowed by law is because the evidence the Plaintiff has provided proves clearly and convincingly that the Plaintiff is perpetuating an illegal "Predatory Lending Scheme" that involves the use of "Falsified" and "Forged" documents {Refer to Exhibits 8-14 already filed in the Court of Common Pleas & WF00028-WF00029} after being notified in writing concerning these matters. {Refer to filed Wells Fargo Exhibits B & D} The Plaintiff is complicit in accepting, processing, approving, funding, maintaining and actively defending a Home Improvement and Mortgage **FRAUD**. {See WF00001 – WF00029} and Refer to **WELLS FARGO BANK, N.A., RESPONSES TO REQUEST FOR DISCOVERY** filed in the Court of Common Pleas, October 15, 2008} and an "Illegally Brokered" Loan.

(A) On December 22, 2007, the Defendant's husband left a message on the Plaintiff's answering machine that the Defendant's loan is mired in fraud, deceit and deception. On December 24, 2007, the Defendant told the Plaintiff's representative, Kathryn R. Perkinson, there are problems with the loan. Kathryn R. Perkinson advised the Defendant to work things out with the Seller, and if that could not be done fax a cancellation notice to the Home Office in

Des Moines, Iowa. On December 26, 2007, the Closing Attorney, Debra C. Galloway, notified the Plaintiff by facsimile that the Defendant's loan was in dispute. **{Refer to Exhibit 70 already filed in the Court of Common Pleas.}**

(B) The Plaintiff could have easily cancelled this loan, stop, suspend or cancel payments on it without any loss whatsoever. **Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" that are to the Plaintiff's own detriment.**

(C) The Defendant notified the Plaintiff by phone on January 14, 2008, that Appraisal #7-59 is "Falsified" and the Value Inflated. None of the improvements stated on Appraisal #7-59 are true. **{See WF00001 – WF00026}** The Defendant faxed the Plaintiff evidence of the "Falsification" on February 5, 2008 **{Refer to Exhibits 8-14 filed in the Court of Common Pleas}**, and written correspondence on February 8, 2008, concerning the "Fraudulent" Loan, Note and Mortgage. **{See Wells Fargo's Exhibits B and D}** Yet to date, not only has the Plaintiff refused to thoroughly investigate this **FRAUD** and the "Falsified" and "Forged" documents, upon which, the **FRAUD** is based, the Plaintiff's Executive Resolution Team reviewed the "Falsified" and "Forged" documents and found them acceptable for lending purposes. **{See WF00120, WF00121 & WF00130}** This is after the Plaintiff was notified by phone and in writing that Appraisal #7-59 is "Falsified". **{See Wells Fargo's Exhibits B and D and Refer to Exhibits 4 & 8-14 filed in the Court of Common Pleas}** Therefore, the Defendant has no liability (legal or otherwise) for this Home Improvement and Mortgage **FRAUD** that the Plaintiff, Accepted, Approved, Funded, Maintained, Supports and Actively Defends.

(D) The Plaintiff was notified in the same February 8, 2008 correspondence that the "Satisfactory Completion Certificate" the Plaintiff used for lending purposes is "Falsified". **{See Exhibit 227 and Refer to Exhibits 4 & 9 already filed in the Court of Common Pleas}** The Plaintiff not only refused to cancel the loan, **{See WF00120}**, The Plaintiff refused to take any meaningful action and still refuses to end this Home Improvement and Mortgage **FRAUD**. **{See WF00120, WF000121 & WF00130}** Even though the Plaintiff's own document file clearly shows the Defendant is a Victim of a Home Improvement and Mortgage **FRAUD** involving Thomas Jacobs/Thomas D. Jacobs (hereafter also called the Seller), with help from Jim H. Austin III (hereafter also called the Appraiser) and Golden Gate Mortgage/David Terrell (hereafter also called the Broker), the Plaintiff still defends these "Falsified" and "Forged" documents. **The Defendant is not responsible for the Plaintiff's "Errors in Judgment".**

ARGUMENT III
The “Falsified” And “Forged” Appraisal #7-59

6. The third reason why the Plaintiff’s foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided is clear and convincing, and proves beyond any reasonable doubt, that the “Falsified” Appraisal #7-59 was ordered by the Broker for the Seller and prepared by the Appraiser for the Seller... AND NOT FOR THE DEFENDANT and sent to the Plaintiff as documents from the Broker, Seller and the Appraiser. {See WF00014 - WF00027}

(A) Because the evidence the Plaintiff has provided is irrefutable and undeniable that the “Falsified” Appraisal #7-59 was ordered for the Seller, the evidence refutes, disproves and absolutely negates Nelson Mullins Riley & Scarborough, LLP’s filed statements, that the Broker ordered the appraisal for the Defendant. {See WF00027} Therefore, the Defendant has no liability for the Plaintiff’s “Due Diligence” failures.

(B) The evidence the Plaintiff has provided relative to Invoice #7-59 also categorically and emphatically refutes, disproves and negates Janet Frotscher’s Executive Resolution Team statement that the Broker ordered the appraisal for the Defendant. {See WF00120, WF00121, WF00125 & WF00130}

(C) The evidence of “Forgery” the Plaintiff has provided is clear, convincing, irrefutable, undeniable, not subject to controversy or legal challenge in this foreclosure proceeding or during any subsequent appeal that the Defendant’s last name [Sistrunk] is written on the “Falsified” Appraisal #7-59 as the owner of public record. This insertion is indicative of a SCAM. SCAM is a slang expression that is used to identify a “Fraudulent Business Scheme” that is intended to deceive and deprive by deceit. The Defendant was not the property owner on October 8, 2007. {See WF00016} The Plaintiff’s underwriters were deceived into believing something that is absolutely and emphatically NOT TRUE.....is true.

(D) The evidence the Plaintiff has provided proves clearly and convincingly that the property was transferred from the Seller to the Defendant by Affidavit on December 21, 2007 {See WF00094} The Deed was officially filed by the R.O.D., on December 28, 2007 by Gail Laney. {See Exhibit 236} Therefore, the Defendant could not have been the property owner of record that is stated on the “Falsified” Appraisal #7-59. {See WF00014 – WF00026}

(E) Based on the evidence the Plaintiff has provided, the effective date of the "Falsified" Appraisal #7-59 is October 8, 2007. {See WF00008 & WF00021}

(F) The evidence the Plaintiff has provided proves clearly and convincingly that the Plaintiff has two (2) "Falsified" Appraisals both with the same file numbers 7-59. {See WF00001-WF00013 & WF00014-WF00026}

(G) One 7-59 Appraisal is undeniably, irrefutably, clearly and convincingly "Falsified" and is definitely a **FRUAD** because of "Forgery". The Defendant is listed as the property owner of record on October 8, 2007. {See WF00014-WF00026} As the Appraiser.... Jim H. Austin III would have known and should have known this was not true, and..... as the Seller and property owner..... Thomas Jacobs/Thomas D. Jacobs knew it was not true.

(H) The second 7-59 Appraisal is just as "Falsified" as the first and is also a **FRAUD** because of "Forgery". The 7-59 file numbers were never transferred by the Appraiser to the Defendant. The Plaintiff has not provided any evidence, i.e., an invoice or statement from Jim H. Austin III that he (Jim H. Austin III) did an appraisal for the Defendant or transferred the file numbers to the Defendant. Jim H. Austin III never did an appraisal for the Defendant because the Broker never ordered one for the Defendant. The Defendant's name was "Forged by Substitution" on to the Seller's appraisal and sent to the Plaintiff. {See WF00027}

(I) Since no appraisal was ordered for the Defendant, and the Plaintiff does not have any evidence the Appraiser transferred the file numbers to the Defendant, any document with 7-59 file numbers belongs to the Seller. Consequently, **ANY DOCUMENT WITH 7-59 FILE NUMBERS THAT HAS THE DEFENDANT'S NAME ON IT.... IS A FRAUD.... BECAUSE OF "FORGERY BY SUBSTITUTION".** {See WF00001-WF00013}

(J) There is absolutely no evidence in the Plaintiff's document file that the Plaintiff sent to the Defendant that Jim H. Austin III transferred and/or assigned the 7-59 file numbers to the Defendant by a written and signed agreement. Consequently, without a written and signed agreement of a file number transfer from the Appraiser, the Defendant's name on these documents are verifiable and undeniable "Forgeries" {See WF00001-WF00013}

(K) The evidence the Plaintiff has provided proves clearly and convincingly that the 7-59 file numbers the Appraiser invoiced to the Broker for the Seller, identifies Thomas Jacobs/Thomas D. Jacobs as the Seller and the Borrower. Both Appraisals belong to the Seller. The Defendant has no legitimate Appraisal. {See WF00001 -WF00026}

(L) The evidence of "Forgery" the Plaintiff has provided firmly establishes the

Defendant's innocence relative to the Appraisals and corroborates fully and supports completely the Defendant's averment that without her (the Defendant's) knowledge or consent, someone unknown to the Defendant that had access to Appraisal 7-59 and the software that created it "Forged by Substitution" the Defendant's name onto both Appraisals that were originally ordered for the Seller – Thomas Jacobs/Thomas D. Jacobs and the Broker sent the "Forged" and "Falsified" Appraisals to the Plaintiff. {See WF00001–WF00013 & WF00014-WF00026}

(M) The evidence the Plaintiff has provided is clear and convincing, **Both Appraisals with #7-59 file numbers are "Falsified". Both are "Forgeries" and both belong to the Seller – Thomas Jacobs/Thomas D. Jacobs. The Plaintiff has absolutely no evidence the Appraiser transferred the 7-59 file numbers to the Defendant.** The Plaintiff's own "Negligence" is responsible for the "Falsified" Appraisals being used for the lending decision.

(N) These are the same "Falsified", "Forged" and **FRAUDULENT** appraisals, individually and/or jointly, as evidenced by the 7-59 file numbers, that were done for the Seller – Thomas Jacobs/Thomas D. Jacobs, that Janet Frotscher's Executive Resolution Team stated were ordered by the Broker for the Defendant. Janet Frotscher's statements and the statements filed by Nelson Mullins Riley & Scarborough, LLP on behalf of the Plaintiff are "False Accusations" that are not supported by the evidence or the facts. **Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.**

(O) Furthermore, these are also the same "Falsified" and "Forged" and **FRAUDULENT** appraisals, individually and/or jointly, as evidenced by the 7-59 file numbers, that the Appraiser did for the Seller – Thomas Jacobs/Thomas D. Jacobs, that Janet Frotscher's Executive Resolution Team admitted were used in whole or in part to approve and fund the loan. Therefore, the Defendant has no liability for the Plaintiff's lending decision that was based on "Falsified" and "Forged" Appraisals the Plaintiff received from the Broker. {See WF00027} **Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.**

(P) Finally, these are the same "Falsified", "Forged" and **FRAUDULENT** appraisals, individually and/or jointly, as evidenced by the 7-59 file numbers that Janet Frotscher's Executive Resolution Team reviewed and found acceptable for lending purposes. {See WF00120, WF00121, WF00125 & WF00130} **Consequently, Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence"**

and Errors in Judgment” and to the Plaintiff’s own detriment.

ARGUMENT IV
The “Falsified” Satisfaction Completion Certificate

7. The fourth reason why the Plaintiff’s foreclosure proceeding against the Defendant must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law is because the evidence the Plaintiff has provided clearly and convincingly proves that the person that met with Jim H. Austin III on September 14, 2007 at 423 Bayne Street that the Appraiser calls the Borrower on the “Falsified” Satisfaction Completion Certificate with the 7-59 file numbers **IS NOT THE DEFENDANT**. This is evidenced by the same 7-59 file numbers and job numbers the Appraiser assigned to the Seller. The evidence clearly indicates it was the Seller or another borrower that met the Appraiser on 09/14/2007. {See **WF00009 & WF00027**}

(A) This is a critical evidentiary discovery the Plaintiff has provided. Since the Appraiser’s Invoice file numbers { See **WF00027**} and job file numbers for the Seller is 7-59, {See **WF00015 -WF00026**} this evidentiary discovery not only completely corroborates and supports the Defendant’s averment that she (the Defendant) was not in the town of Orangeburg, South Carolina on September 14, 2007, and therefore, could not have met the Appraiser on that date and has never met the Appraiser, this discovery also places the Seller/Borrower – Thomas D. Jacobs/ Thomas Jacobs and the Appraiser – Jim H. Austin III - together at the same place, at the same time and on the same day. {See **WF00009**} The Plaintiff’s evidence now suggests a **“Conspiracy to Defraud” that involves the Seller and the Appraiser.**

(B) The Defendant alleges the reason why there are two “Satisfaction Completion Certificates”, both are “Falsified”, is one was simply copied by someone that had access to the document and added it to the file. This someone could have been the Plaintiff’s personnel, the Broker, the Seller, the Appraiser or a staff member or attorney at Nelson Mullins Riley & Scarborough, LLP {See **WF00022**}. One fact is undeniable, not subject to controversy or legal challenge in this foreclosure proceeding or during any subsequent appeal, the Defendant is not the Appraiser.

(C) The evidence the Plaintiff has provided completely exonerates the Defendant and absolutely dispels, refutes and negates Janet Frotscher’s and the Plaintiff’s statements that the Defendant met with the Appraiser on September 14, 2007. {See **WF00125**}

(D) The Plaintiff's documented evidence not only proves clearly and convincingly that Janet Frotscher's statement that the Defendant met the Appraiser on September 14, 2007 and submitted invoices are "False Accusations" that are not supported by the evidence or the facts, the Plaintiff's documented evidence also proves clearly and convincingly that the statements filed by Nelson Mullins Riley & Scarborough, LLP relative to the Satisfaction Completion Certificate are also "False Accusations" that are not supported by the evidence or the facts {See **WELLS FARGO'S REPLY TO DEFENDANT'S FIRST AMENDMENT TO ANSWER TO COMPLAINT WITH COUNTERCLAIMS, Page 15, Paragraph 119 and WELLS FARGO'S BANK, N.A., RESPONSES TO REQUEST FOR DISCOVERY. Page 3, 10(A) RESPONSE**} Since the Plaintiff was notified, these are accusations not misstatements.

(E) Since the Plaintiff has absolutely no evidence the Appraiser transferred the Seller's 7-59 file numbers to the Defendant. **There is no verifiable and documented "Satisfaction Completion Certificate" for the Defendant.** Therefore, the "Satisfaction Completion Certificate" used in whole or in part to support the Plaintiff's lending decision is the same "Falsified" and **FRAUDULENT** Satisfaction Completion Certificate the Appraiser prepared for the Seller -Thomas Jacobs/Thomas D. Jacobs. {See **WF00009 & WF00027**}

(F) **Since the Plaintiff did not use any representations or presentations from the Defendant to approve or fund loan #708-0174072777, the Defendant has no liability for it.** Since the Seller has never had a valid "Building Permit" on file and from the City of Orangeburg, South Carolina, there were no repairs to be completed. The Satisfaction Completion Certificate with the 7-59 file numbers is a **FRAUD**. **Therefore, the Plaintiff's lending decision was based in whole or in part on a FRAUD.** {See **WF00009 & WF00027**}

(G) The Plaintiff's own **NEGLIGENCE** and the **FRAUD** of the Seller, Appraiser and the Broker are responsible for the "Falsified" Satisfaction Completion Certificate being used in the Plaintiff's lending decision and not any representations from the Defendant.

(H) **The evidence is clear and convincing. The Plaintiff is perpetuating an Illegal "Predatory Lending Scheme" that involves the use of "Falsified" documents and a Home Improvement and Mortgage FRAUD based on the same documents.** Hence, this foreclosure proceeding against the Defendant must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law. Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.

ARGUMENT V
The "Altered" And "Forged" "Contract Of Sale"

8. The fifth reason why the Plaintiff's foreclosure proceeding against the Defendant must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law is because the evidence the Plaintiff has provided clearly and convincingly proves beyond any reasonable doubt, that the Contract of Sale has been altered and initialed. {See **WF00028-WF00029**} This alteration took place after the Defendant signed it {See **Exhibits 140-141**} and without the Defendant's knowledge or consent. Since, the initials above the alteration do not belong to the Defendant, the initials on the Contract of Sale are **Forgeries**. {See **WF00028-WF00029 & Exhibits 140-141**}

(A) Anyone with access to the Contract of Sale could have altered the document and forged the Defendant's initials. It could have been the Seller, the Appraiser, the Broker or even the Plaintiff's own personnel. The only Affidavit the Plaintiff has provided is a "Name Affidavit", not a "Signature Affidavit". {See **WF00101**}

(B) If the Plaintiff is going to accuse the Defendant of initialing a document change with different initials, the Plaintiff must provide a "Signature Affidavit" with initials to verify the initials on the Contract of Sale belong to the Defendant. A handwriting expert is not necessary to determine the initialed alterations on the Contract of Sale belong to someone else and **NOT THE DEFENDANT**. {See **WF00028-WF00029 & WF00042-WF00060**}

(C) This can easily be proven clearly and convincingly by comparing the initials on the "Altered" and "Forged" Contract of Sale to the Defendant's initials in the Plaintiff's document file. {See **WF00028-WF00029 & WF00042-WF00060**} Without a "Signature Affidavit" with initials, the Contract of Sale is a **FRAUD**. The Plaintiff should have voided it years ago and cancelled the Note and Mortgage. {See **WF00042-WF00060**} **Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.** .

ARGUMENT VI
The "Fraudulently Induced" Broker's Agreement

9. The sixth reason why the Plaintiff's foreclosure proceeding against the Defendant must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law is because the signed "Broker Agreement" came into existence due to "Fraud in the Inducement" {See **WF00080-WF00081**}

**Background And History Relative To The "Fraudulently Induced"
Broker's Agreement
Also See Attached Affidavit**

10. On Friday, September 14, 2007, the Defendant received a notice from the Postal Service, that a Certified Letter had arrived from her (the Defendant's) landlord; Tommy Mitchell {hereafter also called the landlord}. **{Refer to Exhibit 16 (Now 67) already filed in the Court of Common Pleas}** The Defendant's husband picked it up on Saturday, September 15, 2007. The letter was a 30-day notice to move. The Defendant had to be out of 5074 Coburg Lane by October 8, 2007. **{Refer to Exhibit 18 already filed in the Court of Common Pleas}**

11. During the search for an apartment or house to rent, the Defendant's husband was contacted by phone by a man now known as Thomas Jacobs (the Seller). The Defendant's husband (hereafter also called GMS) met the Seller at the Huddle House Restaurant on Calhoun Drive in Orangeburg, South Carolina during the week of September 24, 2007. **{See Attached Affidavit}** GMS entered into a verbal agreement with the Seller to cleanup 423 Bayne Street (hereafter also called the house/Bayne Street) in exchange for a reasonable monthly rent. GMS began cleaning up the house on Tuesday, September 25, 2007. **{See Attached Affidavit}**

12. On Monday, October 1, 2007, The Defendant had to rush her (the Defendant's) son to The Regional Medical Center (hereafter also called TRMC) in Orangeburg, South Carolina because of a severe respiratory infection. Because of the nature of the infection, the Defendant's son needed constant care. The Defendant took a leave of absence from work in order to stay with him at TRMC. **{Refer to Exhibit 85 already filed in the Court of Common Pleas and Exhibit 231}**

13. On Monday night October 1, 2007 at approximately 7:30 p.m., GMS arrived at TRMC to see his son. While there, GMS told the Defendant the Seller brought him (GMS) a Lease Agreement to sign, **{Refer to Exhibit 30 already filed in the Court of Common Pleas}** but he (GMS) would not sign it because of the date. The house would not be ready to live in by October 9, 2007, because there was still too much work to do. **{See WF0009 & WF00022 Note: The Appraiser says repairs were completed on September 14, 2007}** GMS continued by telling the Defendant the Seller offered to sell them the house if she (the Defendant) qualified for

a loan. GMS told the Defendant all she (the Defendant) had to do to begin the process is call the Seller's office in Cayce, SC and speak with the Seller's assistant. According to GMS, the Seller's assistant would complete the application over the phone. {See Attached Affidavit}

14. GMS also told the Defendant if she (the Defendant) were approved, the Seller said he (the Seller) would get his (the Seller's) contractor, Mr. Lambright (hereafter also called the contractor/Lambright), to do major repairs including new windows, walls, floors, ceilings, fixtures, floor covering, appliances and painting. The Defendant agreed. On Tuesday, October 2, 2007, the Defendant called the Seller's assistant and completed an application over the phone. . {See WF00066-WF00073}

(A) The Broker did this credit report on 10/03/2007 without authorization and without the Defendant's knowledge after the Defendant called the Seller's assistant on October 2, 2007. The Defendant alleges this information came from the Seller or the Seller's assistant because the Defendant has never met the Broker or contacted the Broker in any manner or form until January 9, 2008. {See Exhibit 2 filed in the Court of Common Pleas}

(B) The Broker has already admitted to SCDCA that he (the Broker) has never met the Defendant and the Defendant did not contact him (the Broker) in any manner or form prior to 12/21/2007. This violation by the Broker occurred before the "Fraudulently Induced" Broker Agreement with Golden Gate Mortgage's name on it was signed on 11/26/2007. This first loan application was completed for the Seller, not the Broker.

(C) This is the first documented evidence of the Plaintiff's "Illegally Brokered" Loan. The Seller is not a licensed "Loan Originator", never represented himself as a licensed "Loan Originator" and never told the Defendant or GMS, he (the Seller) was brokering a loan.

15. The Defendant was staying at TRMC with their son during this time. On Sunday, October 7, 2007, the (Defendant's) son's condition worsened. TRMC transferred him (the son) to Palmetto Health, formerly Richland Memorial Hospital, in Columbia, South Carolina. The Defendant went with him (her son) by ambulance. {See Exhibits 231} Later that night, GMS called the Defendant, to inquire about their son's condition. While on the phone, GMS told the Defendant that he (GMS) would stay at 5074 Coburg Lane and finish packing. When the landlord's realtor came, he would ask for additional time to move their belongings out. {Refer to Exhibit 18 already filed in the Court of Common Pleas}

16. The Defendant was not told about 423 Bayne Street or her (the Defendant's) loan application was for 423 Bayne Street until the night of October 9, 2007. **{See Attached Affidavit}** On Wednesday, October 10, 2007, the Defendant called and told (GMS) that they would be leaving Palmetto Health around 1:00 p.m. GMS, the Defendant and their son, did not leave Palmetto Health until sometime after 2:00 p.m. because of unexpected delays in obtaining prescriptions from the doctor. **{Refer to Exhibit 17 filed in the Court of Common Pleas}**

17. When GMS, the Defendant and their son (hereafter also called they and/or them) arrived in Orangeburg, South Carolina, they went to look at the houses GMS had seen with the Seller starting from the first house and ending with the last. At approximately 5:00 p.m., they arrived at Bayne Street. This was the first time the Defendant and their son saw the house. The Defendant was not impressed, looked around for about 90 minutes and then went to Walgreens Pharmacy to fill prescriptions. **{See Exhibit 232}**

18. On Friday, October 12, 2007, at approximately 7:30 a.m., GMS and the Defendant put notes on the doors of 5074 Coburg Lane for the landlord's realtor, took their son to Carver Middle School **{See Exhibit 233}**, and drove to Bayne Street. **{See Attached Affidavit}**

19. At approximately 1:30 p.m., the Seller came unexpectedly. This was the first time the Defendant saw and met the Seller. The Seller told the Defendant Golden Gate Mortgage Company had approved her (the Defendant's) loan and was going to be the Defendant's lender. **{A Section 40-58-70(1) Violation}{See WF00064, WF00084 & WF00085}**

20. The Seller also made it a point to let the Defendant know the lender, Golden Gate Mortgage, was also a long time business associate. **{See WF00032, WF00035 & WF00038 – Interviewer's Employer}** The Seller told the Defendant that he would be back in a few days with the paperwork. In the meantime, the Seller was going to send Lambright over to begin the work of doing major repairs to Bayne Street. **{See WF0009 & WF00022 – These repairs were never completed}** Shortly, after this meeting, the Seller left. **{See Attached Affidavit}**

21. On Thursday night, November 1, 2007, GMS came home from Bayne Street and told the Defendant that the Seller came by and wanted her (the Defendant) to send or fax him (the Seller) a copy of the Defendant's driver's license, W2 Form and her (the Defendant's) most recent check stub to his office. **{See WF00061, WF00062 WF00118}** GMS also told the

Defendant that the Seller said they could start moving their belongings from Coburg Lane to the house. Sometimes during the week of November 12, 2007, the Defendant faxed her (the Defendant's) personnel documents to the fax number the Seller provided. {See WF00061, WF00062 & WF00118} & {See Attached Affidavit}

22. Sometimes during the week of November 19, 2007, GMS told the Defendant that the Seller called and informed him (GMS) that the faxed documents the Seller needed did not turn out well. GMS told the Defendant that the Seller would get copies when he (the Seller) got to Orangeburg. GMS told the Defendant the Seller was coming to Orangeburg with the paperwork for the loan on Monday, November 26, 2007. {See WF00032, WF00035 & WF00038 – Interviewer's Employer} & {See Attached Affidavit}

23. On Monday, November 26, 2007 the Defendant received a call from GMS at the Wolfe House. GMS wanted to know could the Defendant come home early because the Seller had arrived at Bayne Street with the loan paperwork at approximately 12:45 p.m. The Defendant's supervisor allowed the Defendant to leave and the Defendant arrived at Bayne Street at approximately 1:50 p.m.. Shortly after arriving, the Defendant began completing the paperwork for the loan. {See Attached Affidavit}

24. The Seller told the Defendant that in addition to signing the Golden Gate Mortgage application, {See WF00031 & WF00032} the Defendant had to complete and sign all the paperwork or Golden Gate Mortgage would not fund the loan. This included the Broker's Agreement from Golden Gate Mortgage, {See WF00080 & WF00081} the Attorney/Insurance Preference Checklist {WF00083}, RESPA Servicing Disclosure {See WF00084}, Good Faith Estimate {See WF00087}, Fair Lending Notice {See WF00085}, Disclosure Notice {See WF00063}, Credit Authorization {See WF00064} Borrower's Certification & Authorization {See WF00074}, Right to Receive Copy of the Appraisal {WF00077} and the now "Forged and "Altered" Contract of Sale. {WF00028 & WF00029}

25. While the Defendant was signing the paperwork, the Seller told the Defendant he (the Seller) would get copies of her (the Defendant's) driver's license, W2 and check stub. {See WF00061, WF00062 WF00118} By the time the Seller returned, the Defendant had signed the paperwork. The Seller told the Defendant not to worry because her (the Defendant's)

loan was being handled by his (the Seller's) friends and business associates. Before leaving the Seller was asked again "When are you (the Seller) going to lower the price of this house?" The Seller replied, "During the closing. The price will be lowered during the closing," {See Attached Affidavit}

ARGUMENT VII

The "Fraudulently Induced" Loan, Note & Mortgage Agreement

26. The seventh reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided is clear and convincing and proves beyond any reasonable doubt, that in addition to the Loan, Note and Mortgage Agreement being "Induced By Fraud", they are also the documented evidence of a well executed and up to now, successful Home Improvement and Mortgage FRAUD. The Plaintiff should have rewarded the Defendant for exposing this FRAUD, cancelled the loan and then thoroughly investigated the FRAUD in order to bring the perpetrators to justice. Instead the Plaintiff is actively perpetuating the FRAUD, defending it and still trying to collect payments on it. {See WF00122, WF00123, WF00124, WF00127, WF00129}} The evidence indicates the Seller and the Appraiser perpetrated this FRAUD with help from the Broker and the Plaintiff's underwriters lack of "DUE DILIGENCE". Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" that are to the Plaintiff's own detriment.

27. Based on the presentation and representations of the Seller, the Defendant had no reason to suspect a "Loan Originator's" license was necessary to secure the loan. Nor could the Defendant have determined this at that time because the Seller was the property owner. The Defendant knows of no Federal or State Law, Rule or Regulation that prohibits a property owner from selling his/her own property and owner financing the sale of that property.

28. Based on the presentation and representations of the Seller, the Defendant had no reason to suspect or believe, the Seller needed a "Loan Broker". The Seller never represented himself as a "Loan Broker". Therefore, the Defendant could not have determined at the time that the Defendant's loan was being brokered for the same reason. The Seller was the property owner. The Defendant knows of no Federal or State Law, Rule or Regulation that prohibits a property owner from selling his/her own property and owner financing the sale of that property. {See Attached Affidavit}

29. To the Defendant, at this point in time, the Seller was the property owner. The Defendant did not see the Seller again until Friday, December 21, 2007, at the Player Law Firm on Broad River Road in Columbia, South Carolina. The Defendant gave the Seller a copy of Ricky Padgett's estimate for repairing the lights at the house. The Seller put the estimate in his pocket and said he would take care of it. {Refer to Exhibit 80 already filed in the Court of Common pleas}

30. **When the Closing Attorney, Debra C. Galloway, asked the Defendant was all in agreement, the Defendant, having no experience, said yes for the following reasons:**

(A) The Seller had verbally agreed to lower the price of the house during the closing. Since the Seller was the property owner, there was no reason for the Defendant to suspect or not believe, the Seller could not do this at some point during the closing. As property owner, this was well within his legal authority and right to do so. {See Attached Affidavit}

(B) The Seller had verbally agreed to repair the lights, plumbing and roof. Do major repairs that included new walls, floors, ceilings, windows, fixtures, floor covering, new appliances and painting. Since the Defendant did not know about the Appraisal at the time and the Seller did not mentioned an appraisal, there was no reason for the Defendant to suspect or not believe, the Seller, as the property owner could not have his contractor, Mr. Lambright, repair the house. {See Attached Affidavit}

(C) The Seller had provided all the paperwork for the loan. There was no Broker or Appraiser. Nor did the Seller, as property owner, mention a Broker or Appraiser. The Seller had obtained copies of the Defendant's personal documents that were necessary to facilitate the loan and the Seller told the Defendant her (the Defendant's) loan was being handled by his (the Seller's) friends and business associates. There was no reason for the Defendant to suspect or not believe that the loan closing was not within the ability and legal authority of the Seller, as the property owner, to sell and finance his property with the help of his friends and business associates. {See WF00032, WF00035 & WF00038 – Interviewer's Employer}

(D) As far as the Defendant is concerned, the Appraiser, Golden Gate Mortgage, the Player Law Firm and Wells Fargo Bank, N.A., are knowingly and/or unknowingly, by design and/or unwittingly, presenting themselves and acting as though they ARE friends and/or business associates of the Seller.

(E) When one considers the corruption and violations of Federal and State

Laws, Rules and Regulations that have occurred surrounding the Defendant's loan by the Plaintiff's underwriters, the Broker, the Seller and the Appraiser, how else can anyone with any rational or reasonable intelligence explain how the Defendant got the loan if all these companies and/or individuals were not cooperating with and/or knowingly and/or unknowingly, supporting and protecting the Seller's Interest? How else can anyone reasonably, rationally and logically explain the approval of a loan that never should have been approved? **Therefore, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.**

(F) How else can anyone with reasonable intelligence, logically and rationally explain, the Appraiser's, Broker's and the Plaintiff's violation of State and Federal Law, the Plaintiff's use and defense of "Falsified" and "Forged" documents and the Plaintiff's active legal defense of "Fraud", "Deceit" and "Deception" unless, the Broker, the Appraiser and the Plaintiff were and still are knowingly and/or unknowingly friends and/or business associates of the Seller and protecting the Seller's Interest? **Hence, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.**

(G) How else can anyone with any reasonable intelligence explain how and why the Plaintiff is still maintaining a "Fraudulent" Loan, Note and Mortgage as a delinquent account, when this delinquent account should have been cancelled years ago, unless the Plaintiff is protecting the Seller's Interest? **Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.**

(H) The Defendant has no liability for the "Fraudulent" Loan, Note and Mortgage because the Defendant notified the Plaintiff before the loan actually funded that there were problems with the loan. The Plaintiff has admitted being notified by the Defendant that the Appraisal and the Satisfaction Completion Certificate were "Falsified". The Plaintiff's personnel chose to consciously and with full knowledge ignore the Defendant's warnings and fund the loan anyway. The Plaintiff's documented evidence supports and corroborates the Defendant's averments that the Plaintiff is also perpetuating an "Illegally Brokered" Loan. **Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.** The evidence the Plaintiff has provided proves the Defendant is an Innocent Victim of FRAUD.

ARGUMENT VIII
The Defendant Is An Innocent Victim

31. The eighth reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided completely corroborates and fully supports the Defendant's averments that **the Defendant is an innocent Victim of a Home Improvement and Mortgage FRAUD that involves the Seller, the Appraiser, the Broker and the Plaintiff's ERRORS IN JUDGMENT.**

32. The following facts are undeniable, irrefutable, not subject to controversy and/or a legal challenge in this foreclosure proceeding or during any subsequent appeal. These facts cannot be denied or disputed by the Plaintiff.

(A) The Defendant did not underwrite the loan. According to documents the Plaintiff has provided, Wells Fargo Home Mortgage was paid a fee for Underwriting Review. {See WF00089 Entry #808}

(B) The Defendant did not broker the loan. According to documents the Plaintiff has provided the loan was brokered by Golden Gate Mortgage/David Terrell. {See WF00001 – WF00038, WF00080, WF00083 & WF00120}

(C) The Defendant did not perform the appraisal. According to documents the Plaintiff has provided, the appraisal, #7-59, was purportedly done and signed by Jim H. Austin III. {See WF00002, WF0008, WF00009, WF00014, WF00015, WF00021, WF00022 & WF00078}

(D) The Defendant is not the Seller of the property. According to documents the Plaintiff has provided, Thomas D. Jacobs/Thomas Jacobs is the Seller. {See WF00028, WF00029, WF00088, WF00090, WF00091 & WF00093}

(E) The Plaintiff did not pay the Defendant \$75,000.00. According to documents the Plaintiff has provided, the amount due the Seller was \$75,000.00. **The Plaintiff has not provided the Defendant with any documents to verify the Plaintiff, the Plaintiff's representative and/or authorized personnel actually paid the Seller.** {See WF00088}

(F) The Defendant did not perform the property inspection or sign the "Falsified" Satisfactory Completion Certificate. According to documents the Plaintiff has

provided, Jim H. Austin III purportedly appraised the property, verified repairs were completed and signed the "Falsified" Satisfactory Completion Certificate. {See WF0009 & WF00022}

(G) The Defendant did not close the loan. According to documents the Plaintiff has provided, the loan was closed by Player Law Firm {See WF00042, WF00092, WF00109} with Debra C. Galloway as the Closing Attorney. {See WF00094}

(H) The Plaintiff cannot present any evidence, prior to 12/21/2007, that the Plaintiff contacted the Defendant to discuss the loan in any manner or form, i.e., email, written correspondence, facsimile, telephone or by any other media, means or source.

(I) The Plaintiff cannot present any evidence that the Defendant contacted the Plaintiff in any manner or form, i.e., written correspondence, email, facsimile, telephone or by any other media, source or means to request a loan from Wells Fargo or Wells Fargo Home Mortgage prior to 12/21/2007. According to documents the Plaintiff has provided, the Plaintiff relied on information, documents and paperwork presented and submitted by the Broker. {See WF00001 – WF00038 & WF00120}

(J) Therefore, the Defendant is an innocent Victim of a Home Improvement and Mortgage FRAUD. The Defendant's "Fraudulent" Loan, Note and Mortgage that came into existence as direct result of FRAUD, should have been cancelled and declared void years ago. The Defendant should have been rewarded for exposing this FRAUD, instead, the Defendant has been persecuted and "Falsely Accused". Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment. Therefore, the Court of Common Pleas has no alternative. This foreclosure proceeding must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law.

ARGUMENT IX

The Defendant Never Had Any Legal Liability For Loan #708-0174072777

31. The ninth reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided completely corroborates and fully supports the Defendant's averments that the Defendant never had any legal liability for the "Fraudulent" Loan, Note and Mortgage. The following irrefutable and undeniable facts proves this clearly and convincingly:

(A) Based on the evidence the Plaintiff has provided. The Plaintiff is perpetuating an Illegal "Predatory Lending Scheme" that involves the use of "Falsified" and now "Forged" documents the Plaintiff received from the Broker. {See WF00001-WF00026},

(B) The Plaintiff has admitted these "Falsified" and now "Forged" documents were used in whole or in part as the basis for the Plaintiff's lending decision. {See WF00120, WF00121, WF00125 & WF00130} The evidence the Plaintiff has provided proves conclusively that these representations and presentations the Plaintiff accepted and used for its lending decision are from the Seller, Broker and Appraiser AND NOT FROM THE DEFENDANT. {See WF00001-WF00027} Therefore, the Defendant has no liability for the loan.

(C) Since the Defendant did not broker the loan (according to documents the Plaintiff has provided, the loan was brokered by Golden Gate Mortgage) {See WF00001-WF00027, WF00030-WF00032, WF00038, WF00080 and WF00083} and since the Plaintiff accepted, processed and approved information and representations from the Broker, if those representations from the Broker are false, misleading and/or misstatements of material facts, the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from the Broker.

(D) Since the Defendant did not perform the appraisal (according to documents the Plaintiff has provided, the appraisal, #7-59, was purportedly done and signed by Jim H. Austin III), {See WF00002, WF0008, WF00014, WF00015, WF00021 & WF00078} and since the Plaintiff accepted, processed and approved information and representations from the Appraiser, and if those representations from the Appraiser are false, misleading and/or misstatements of material facts, the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from the Appraiser.

(E) Since the Defendant is not the Seller of the property (according to documents the Plaintiff has provided, Thomas D. Jacobs/Thomas Jacobs is the Seller) {See WF00028, WF000 29, WF00088, WF00090, WF00091 & WF00093}, and since the Plaintiff accepted, processed and approved information and representations from the Seller, and if those representations are false, misleading and/or misstatements of material facts, the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from the Seller .

(F) Since the Plaintiff did not pay the Defendant \$75,000.00 (according to documents the Plaintiff has provided) the amount due the Seller was \$75,000.00. {See WF00088} **If actually paid, the Defendant has no responsibility or liability, legal or otherwise, for any proceeds the Plaintiff paid the Seller that are based on Falsified and Forged documents.**

(G) Since the Defendant did not perform the property inspection or sign the "Satisfactory Completion Certificate" (according to documents the Plaintiff has provided, Jim H. Austin III purportedly appraised the property, verified repairs were complete and signed the "Falsified" Satisfactory Completion Certificate) {See WF0009 & WF00022}. Since the Plaintiff accepted, processed and approved information and representations from the Appraiser, and if those representations from the Appraiser are false, misleading and/or misstatements of material facts, **the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from the Appraiser.**

(H) The evidence the Plaintiff has provided clearly and convincingly proves the "Contract Of Sale" has been altered and initialed. This alteration took place after the Defendant signed it and without the Defendant's knowledge and consent. The initials next to the alteration do not belong to the Defendant and are "Forgeries". Since the Plaintiff accepted, processed and approved an "Altered" and "Forged" Contract of Sale without a "Signature Affidavit", and if those representations are misleading and/or misstatements of material facts, "False" or "Forgeries", **the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on "Falsified" and "Forged" documents from the Seller, Broker or the Plaintiff.** {See WF00028 & WF00029 & Exhibits 140 & 141}

(I) The Defendant did not close the loan (according to documents the Plaintiff has provided, the loan was closed by Player Law Firm). {See WF00042, WF00092, WF00109} Since the Plaintiff accepted, processed and approved information and representations from Player Law Firm, and if those representations from the Player Law Firm relative to Loan #708-0174072777 are false, misleading and/or misstatements of material facts, **the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from Player Law Firm.**

(J) Based on the evidence the Plaintiff has provided, the Plaintiff in fact, reality and actuality accepted, processed, approved, funded, maintained and is still actively defending a

well executed Home Improvement and Mortgage **FRAUD**. Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.

ARGUMENT X

The Plaintiff Has Violated South Carolina Laws By Accepting, Processing, Approving And Apparently Funding A Loan From An Unlicensed Loan Originator And Is Actively Perpetuating An "Illegally Brokered" Loan

32. The tenth reason why the Plaintiff's foreclosure proceeding against the Defendant must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law is because the Plaintiff's evidence completely corroborates and fully supports the Defendant's averments that;

(A) The Defendant's Mortgage was never valid or legitimate because it is based on **FRAUD**, "Fraudulent Inducements" and "Falsified" and "Forged" Documents.

(B) Because of the dates on the Plaintiff's evidence, 09/14/07, 10/3/07, 10/8 & 9/07, the Defendant's Mortgage was invalid and illegitimate before the Defendant signed the Broker's Agreement 11/26/07 and the Mortgage Instrument, 12/04/07. {See **WF00032**}

(C) In addition to **FRAUD** and **FORGERY**, the Defendant's Mortgage was invalid and illegitimate because the Plaintiff had already violated South Carolina's Code of Laws by approving and funding a Mortgage from an unlicensed "Loan Originator" and is actively perpetuating this "Illegally Brokered" Mortgage {See **WF00001-WF00137**} that was obtained in violation of **Section 40-58-30. The Seller was not a licensed "Loan Originator" or Broker.**

33. **"SECTION 40-58-30** states in pertinent parts... Mortgage brokers and originators are to be licensed..... (A)A mortgage broker, as defined in Section 40-58-20(3), or an originator, as defined in Section 40-58-20(14), may not engage in the business of processing, placing, or negotiating a mortgage or offering to process, place, or negotiate a mortgage in this State without first being licensed with the administrator."

34. Despite all the legal authority the Seller had as the property owner to owner finance his (the Seller's) property, when the Seller engaged in processing, placing and negotiating a brokered mortgage loan, the Seller must be licensed. The Defendant's loan was in fact and in reality brokered entirely by the Seller and not by Golden Gate Mortgage. The Defendant alleges Golden Gate Mortgage was the necessary legal conduit for actual funding. Otherwise the Seller would not have needed or used the fear of not funding the loan. {See **Attached Affidavit**}

(A) The Seller represented Golden Gate Mortgage as the Lender. {See WF00064, WF00084 & WF00085} {A Section 40-58-70(1) Violation}

(B) The signed Broker's Agreement was "Fraudulently Induced" by the Seller by telling the Defendant, in addition to signing the Golden Gate Mortgage application, the Defendant had to complete and sign all the paperwork or Golden Gate Mortgage would not fund the loan. The paperwork included the Broker's Agreement. {See WF00080-WF00081}

(C) The Broker deceived the Plaintiff's underwriters that Golden Gate Mortgage represented the Defendant. When in fact, Golden Gate Mortgage represented the Seller and had nothing to do with the Defendant's loan paperwork, other than sending it to the Plaintiff. The Broker was the legal conduit to the Plaintiff. The Seller did all the actual work including inducing the Defendant to sign the Broker Agreement. {See Attached Affidavit} The evidence now suggests a "Conspiracy to Defraud" involving the Broker, the Seller and the Appraiser.

(D) The Defendant alleges the Plaintiff's underwriters ignored all the "Red Flags" {See WF00014-WF00026 & WF00027}, the Defendant's warnings and allegations {See Wells Fargo's Exhibits B & D}, and the Defendant's documented evidence of "Falsified" and "Forged" Appraisals. {Refer to Exhibits 8-14 already filed in the Court of Common Pleas} The Plaintiff is still violating South Carolina's Code of Laws by perpetuating an "Illegally Brokered" Loan and Mortgage in the Court of Common Pleas. {See Exhibit 235}

35. Since the Plaintiff, the Appraiser and the Broker never contacted the Defendant, the evidence is clear and convincing that the Seller gave the Defendant's personal documents and loan application to the Broker. {See WF00061, WF00062 WF00118} The Broker accepted and processed the Defendant's paperwork from the Seller and sent it to the Plaintiff's underwriters. The Plaintiff's underwriters accepted, processed and approved the loan and the Plaintiff funded the "Illegally Brokered" Mortgage. {See WF00001-WF00137} The Defendant's Mortgage would still be invalid and illegitimate under South Carolina's Code of Laws even if the Defendant were not "Fraudulently Induced" to sign the Mortgage documents by false promises from the Seller. Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment. Therefore, the Court of Common Pleas has no alternative. This foreclosure proceeding must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law.

36. The Plaintiff's entire case is based upon the false assumption that the Defendant is a participant and not a **Victim**. When, in fact, the Plaintiff was being misled from the very beginning. How else can the Plaintiff explain having **Falsified and Forged documents** if the Seller and Appraiser were not working together to create them and the Broker did not send them? The evidence is clear and convincing that the Plaintiff is actively defending an "Illegally Brokered" Loan and Mortgage that was obtained in violation of **Section 40-58-70**.

"SECTION 40-58-70. Prohibited activities. A licensee may not:

(1) misrepresent the material facts or make false promises likely to influence, persuade, or induce an applicant for a mortgage or a mortgagor to take a mortgage. This includes presenting the broker in the guise of a lender or pursuing a course of misrepresentation through agents or otherwise;

(2) intentionally misrepresent or conceal a material factor, term, or condition of a transaction to which he is a party, pertinent to an applicant for a mortgage or a mortgagor;

(3) engage in a transaction, practice, or course of business which is unconscionable in light of the regular practices of a mortgage broker, or which operates a fraud upon a person, in connection with the making of or purchase or sale of a mortgage;" {See WF00001-WF00013, WF00064, WF00084 & WF00085 }

37. **The Plaintiff should have cancelled the Mortgage and Note years ago.** Consequently, this foreclosure proceeding must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law. Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and "Errors in Judgment" and to the Plaintiff's own detriment.

ARGUMENT XI

The Plaintiff Has Violated South Carolina's High-Cost and Consumer Home Loans Act

38. In addition to **FRAUD, FORGERY** and **Illegal Brokering**, the eleventh reason why the Plaintiff's foreclosure proceeding must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law is because the Plaintiff's evidence completely corroborates and supports the Defendant's averment that the Defendant's loan was also brokered in violation of "**Section 37-23-40**".

"Section 37-23-40" - Lender limitations clearly state: "The lender of a high-cost home loan may not:

(1) make a high-cost home loan without first receiving a written certification from a counselor approved by the State Housing Finance and Development Authority that the

borrower has received counseling on the advisability of the loan transaction and the appropriate loan for the borrower. The Department of Consumer Affairs shall specify the information that must be provided by the lender and reviewed by the consumer credit counselor;

(2) make a high-cost home loan unless the lender reasonably believes at the time the loan is consummated that one or more of the obligors, when considered individually or collectively, is able to make the scheduled payments to repay the obligation based upon a consideration of their current and expected income, current obligations, employment status, and other financial resources other than the borrower's equity in the dwelling that secures repayment of the loan. An obligor is presumed to be able to make the scheduled payments to repay the obligation if, at the time the loan is consummated, the obligor's total monthly debts, including amounts owed pursuant to the loan, do not exceed fifty percent of the monthly gross income as verified by the credit application, the obligor's financial statement, a credit report, financial information provided to the lender by or on behalf of the obligor, or another authoritative means. A presumption of inability to make the scheduled payments to repay the obligation does not arise solely from the fact that, at the time the loan is consummated, the obligor's total monthly debts, including amounts owed under the loan, exceed fifty percent of the obligor's monthly gross income;"

39. The Plaintiff has not provided any evidence the Plaintiff received written certification from a counselor approved by the State Housing Finance and Development Authority or that the Defendant received counseling on the advisability of the loan transaction and the appropriate loan for the Defendant. Under Section "Section 37-23-40", The Department of Consumer Affairs shall specify the information that must be provided by the lender and reviewed by the consumer credit counselor. The Defendant did not receive any counseling.

40. The Defendant's loan, including outstanding debt obligations, exceeds 50% of the Defendant's gross monthly income which is another violation of "Section 37-23-40". {See WF00066 – WF00073 & Exhibits 65, 71 & 72 already filed in the Court of Common Pleas} The Defendant's loan and Mortgage never should have been approved and since it was approved, the Loan, Note and Mortgage should have been cancelled years ago. **Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and "Errors in Judgment" and to the Plaintiff's own detriment.**

ARGUMENT XII

The Seller Had No "Building Permit" Or "Loan Originator's" License

41. The twelfth reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because of the evidence the

Plaintiff cannot provide. The Plaintiff cannot provide evidence of the Seller's "Building Permit" and "Loan Originator's" License because they do not exist. This proves conclusively, undeniably, irrefutably, clearly and convincingly, and is not subject to a legal challenge or a judicial appeal that the Plaintiff case is without merit or legal standing because the Plaintiff is:

(A) Perpetuating an "Illegal Predatory Lending Scheme" that involves the use of "Falsified" and "Forged" documents. Both Appraisals are "Falsified" and "Forgeries".

(B) Perpetuating a Home Improvement and Mortgage FRAUD based on the same "Falsified" and "Forged" Appraisals, a "Fraudulent" Satisfaction Completion Certificate and an "Altered" and "Forged" Contract of Sale.

(C) Perpetuating an "Illegally Brokered" Loan and Mortgage that were obtained in violation of South Carolina's Code of Laws. The Seller was not licensed.

(D) Perpetuating FRAUD, FORGERY and an Illegally Brokered Loan, Note and Mortgage upon the Defendant in the Court of Common Pleas. {2008-CP-38-1024}

(E) Attempting to foreclose and collect on a Home Improvement and Mortgage FRAUD {See WF00001-WF00137} by using the Judicial Process. {2008-CP-38-1024}

42. Since a "Building Permit" is required to do any major home improvement or repairs in the City of Orangeburg, and since the Seller did not have a "Building Permit" during the dates in question to initiate or complete repairs at 423 Bayne Street., and since a "Building Permit" in the Seller's name does not exist, the "Satisfaction Completion Certificate" the Plaintiff used in whole or in part to approve and fund loan #708-0174072777 is a FRAUD.

43. Since the Seller did not have a "Building Permit" on the dates in question to legally initiate and complete major repairs or improvements at 423 Bayne Street., the "Appraisals with the file numbers 7-59 that the Plaintiff used in whole or in part to fund loan #708-0174072777 are not only "Falsified" and "Forgeries, they are FRAUDS as well.

44. Since the Seller did not have a "Loan Originator's" license and no "Loan Originator's" license existed in the name of the Seller at SCDCA on the dates in question, all the documents the Plaintiff received from the Broker relative to loan #708-0174072777 were obtained illegally in violation of South Carolina's Code of Laws and is, therefore, proof of a well orchestrated, executed and successful Home Improvement and Mortgage FRAUD. In fact and

actuality, the Plaintiff was **Defrauded out of \$75,000.00**, and the liability and responsibility for this **FRAUD** lies with the Broker, the Seller, the Appraiser, and with the Plaintiff's Underwriters.

45. The Defendant's representations were only used for qualification and were never used in whole or in part to fund the Loan, Note and Mortgage. {See **WF00061, WF00062 & WF00118**} The Seller and Appraiser with help from the Broker, the Plaintiff's Underwriters, Executive Resolution Team and Legal Advisers have continuously misled the Plaintiff.

CONCLUSIONS

46. Loan #708-0174072777 has not only been proven to be a **FRAUD** because of documented illegal brokering activities, the documents upon which the Plaintiff has relied in whole or in part are also a **FRAUD**. **The evidence the Plaintiff has provided proves clearly and convincingly that any loss the Plaintiff has incurred is due to the Plaintiff's "Faulty Premise", Failure to Exercise "Due Diligence", "Negligence" and "Errors in Judgment" and to the Plaintiff's own "Detriment"**. The Defendant has no liability for the Plaintiff's failures.

47. The Defendant has not only been **Victimized** by the Seller, Appraiser and the Broker indirectly and directly, the Defendant has also been **Victimized** by the Plaintiff. For over 3 years the Defendant endured false accusations from the Plaintiff's personnel and those same false accusations were filed in legal briefs on behalf of the Plaintiff by attorneys from Nelson Mullins Riley & Scarborough, LLP that the Defendant met the Appraiser on September 14, 2007 and the Broker ordered an appraisal for the Defendant. **ALL ARE ABSOLUTE LIES.**

48. **DISMISSING** the Plaintiff's Complaint and this foreclosure proceeding with **PREJUDICE** will effectively bar the Plaintiff from usurping the legal system by using Federally Mandated Programs, i.e., the HMP and Foreclosure Intervention to legitimize the Plaintiff's Home Improvement and Mortgage **FRAUD**, Illegal "Predatory Lending Scheme" and "Illegally Brokered" Loan and Mortgage. {See **Exhibit 235**}

49. Loan #708-0174072777 was not brokered in compliance with South Carolina's Code of Laws and is therefore, **ILLEGAL**. It is the Plaintiff's responsibility to meet compliance requirements before any loan is closed and/or funded. If the Plaintiff fails to exercise due diligence and approves and/or funds a loan that violates South Carolina's Laws and/or Federal

Laws, Rules and/or Regulations, any such loan is already an illegal loan transaction and voidable. Consequently, whatever restitution the Plaintiff seeks must come from the Broker, the Appraiser, the Seller, the Plaintiff's Underwriters, Executive Resolution Team, Attorneys and/or Legal Advisers and not from the Defendant. **The Seller's Home Improvement and Mortgage FRAUD could not have succeeded without the Plaintiff's "Faulty Premise", "Negligence", "Due Diligence Failures", "Errors in Judgment" and Incompetent Legal Advice and to the Plaintiff's own detriment.**

SETTLEMENT

50. In the event and after review, a Judge at the Court of Common Pleas deems it proper, conforming, compliant and/or in accordance with existing and/or established law, precedent/s and/or Court ruling/s to DISMISS the Plaintiff's Complaint with PREJUDICE because of fraud, wrongful litigation, on the merits of the case, the Plaintiff's failure to fully comply with the May 22, 2009 Supreme Court Of South Carolina Order For Foreclosure Cases, "Suspected Fraud Upon the Court" by the Plaintiff's attorney/s by concealing material facts, filing false statements and false information that could mislead and deceive the Court, or for any other justifiable cause, reason and/or purpose, and/or the Plaintiff decides by Court Order and/or on the advice of Counsel and/or of the Plaintiff's own volition to settle this matter without further litigation and/or settle with the Defendant out of Court for any reason, purpose or cause, the Defendant hereby waives, her (the Defendant) Right/s to a Trial By Jury relative to these matters; but reserves her (the Defendant) Right/s to a Trial By Jury in the event the Plaintiff engages in further deceit, deception and/or trickery relative to such settlement, agreement and/or accord to end this matter and relinquish any future claim/s to the Defendant's property and/or other assets.

Category of Damage – Compensatory & Punitive

51. All settlement amounts are now based on judicial precedent from in and out of court settlements ranging from \$25,000 to \$200,000,000.00 in similar cases depending on the severity of the false accusation, specifics of the lawsuit/s filed and won; and the damage awarded by a Jury and upheld by state Supreme Courts:

Defamation Of Character After The Facts Were Known

52. The Plaintiff's personnel falsely accused the Defendant of meeting with the

Appraiser, Jim H. Austin III on September 14, 2007 and showed the Appraiser invoices for plumbing and building supplies, relative to the Satisfaction Completion Certificate that was signed by the Appraiser, when the Defendant has never met or seen the Appraiser. The Plaintiff's personnel sent this false information to South Carolina's Department of Consumer Affairs, the Office of the Comptroller of the Currency and to Nelson Mullins Riley and Scarborough, LLP after being told it is not true. The law firm has repeated these false accusations in the pursuit of this case. These false accusations, relative to loan number 708-0174072777, may have contributed to the Plaintiff's refusal to settle this case out of court and to rectifying the "Fraudulent" Loan, Note and Mortgage that are now a proven **FRAUD** by the Plaintiff's own documents. The Plaintiff cannot produce the Seller's "Building Permit" and "Loan Originator's" license because these documents did not exist in the Seller's name during 09/01/2007 – 12/21/2007. The Plaintiff failed in the Plaintiff's responsibility, duty and obligation to verify information is accurate, true and can be validated before approving and/or funding loans. This is not the Defendant's responsibility. Therefore, the Defendant has no justifiable liability

53. The Plaintiff's personnel falsely accused the Defendant of directing the Broker, David Terrell/Golden Gate Mortgage, to order an Appraisal on October 8, 2007. The Plaintiff's personnel sent this false information to South Carolina's Department of Consumer Affairs, the Office of the Comptroller of the Currency and to Nelson Mullins Riley and Scarborough, LLP, when the Defendant was never contacted by the broker and has never met or seen the broker. The law firm has repeated these false accusations in the pursuit of this case. These false accusations relative to, loan number 708-0174072777, may have also contributed to the Plaintiff's refusal to settle this case out of court and to rectifying the "Fraudulent" Loan, Note and Mortgage by cooperating with the Defendant.

Settlement Shall Be Treated And Considered As A Separate Issue: \$2,000,000.00 In Compensatory And Punitive damage.

No separate action has been taken as of August 15, 2011, but shall be considered as a future "Cause of Action".

Perpetuating An Illegal "Predatory Lending Scheme" And "Fraud" Upon The Defendant After The Facts Were Known

54. On December 22, 2007, the Defendant's husband called the Plaintiff's office in

Raleigh, North Carolina and left a message on the answering machine that the Defendant's loan was mired in "Fraud", "Deceit" and "Deception". On December 24, 2007, Kathryn R. Perkinson, the Plaintiff's representative, responded to the call. The Defendant told Kathryn R. Perkinson there were problems with the loan. Kathryn R. Perkinson advised the Defendant to work things out with the Seller and if this could not be done to fax the Defendant's cancellation notice to the Home Office in Des Moines, Iowa. The Defendant received the "Falsified" Appraisal #7-59 on January 12, 2008. On January 14, 2008, the Plaintiff was notified by phone concerning irregularities with loan #708-0174072777. On February 5, 2008, the Defendant faxed evidence of the "Falsifications" on Appraisal #7-59 and the Satisfaction Completion Certificate to the Plaintiff. On February 8, 2008, the Defendant re-sent the itemized falsifications on Appraisal #7-59 and notified the Plaintiff in writing that the value of 423 Bayne Street was "Falsified". The Plaintiff took no definitive action, except an internal review by Janet Frotscher's Executive Resolution Team" that declared the "Falsified" and now "Forged" Appraisals were acceptable for lending purposes. Consequently, the Plaintiff perpetuated the "Fraud" and the Illegal "Predatory Lending Scheme" after being duly notified.

Settlement Shall Be Considered And Treated As A Separate Issue: \$1,750,000.00 In Compensatory And Punitive Damages.

Counterclaim has been entered into the record as a future "Cause of Action".

Abuse Of Process

55. The Plaintiff filed a SUMMONS and COMPLAINT based on falsified, forged and illegally obtained mortgage documents that were obtained in violation of the South Carolina's Code of Laws. The underlying "Cause of Action" in this case is the Plaintiff was "Fraudulently Induced" by the Seller with help from the Broker and Appraiser to actively engage in, approve and fund a Home Improvement and Mortgage FRAUD, perpetuate and an Illegal "Predatory Lending Scheme" that involved the use of falsified documents and perpetuate an "Illegally Brokered" Loan that was brokered entirely by the Seller. It is not the purpose of the Judicial System or Process to legitimize illegal and/or criminal activity. This is an Abuse of Process.

Settlement Shall Be Treated And Considered As A Separate Issue: \$1, 500,000.00 in Compensatory And Punitive Damages.

Entered as an Affirmative Defense and shall be considered as a future "Cause of Action".

Wrongful Litigation Upon The Defendant Without Justifiable And Probable Cause After The Facts Were Known

56. The Plaintiff had no justifiable cause to file a SUMMONS and COMPLAINT against the Defendant. By the Plaintiff's own admission the documents used in whole or in part to justify the lending decision were the "Falsified" and "Forged" Appraisal #7-59 and the "Falsified" Satisfaction Completion Certificate". Those presentations and representations all have the same file numbers 7-59. These file numbers were assigned to the Seller by the Appraiser and never transferred to the Defendant by any written agreement or documentation. Therefore, the presentations and representations upon which the Plaintiff based the lending decision, were those of the Seller, Appraiser and the Broker and not those of the Defendant. The Seller did not have a "Building Permit" to legally do any repairs at the property during 09/01/2007 – 12/21/2007. This means Appraisal #7-59 is a **FRAUD** and the Satisfaction Completion Certificate is a **FRAUD**. The Home Improve Scheme the Plaintiff has supported and defended is also a **FRAUD** because it is based on the same documents, The entire loan is a **FRAUD** because the Seller did not have a "Loan Originator's" licensed that would have allowed the Seller to participate in the brokering process. Consequently, the Plaintiff's lawsuit against the Defendant is a Sham because the Plaintiff was duly notified by the Defendant concerning these matters. Therefore, the Plaintiff did engage in "Wrongful Litigation" against the Defendant.

Inflicting Emotional And Psychological Stress And Distress Upon The Defendant And The Defendant's Family After The Facts Were Known

57. The Plaintiff has inflicted emotional and psychological stress and distress upon the Defendant and the Defendant's family due to perpetuating a **FRAUD**, false accusations, Abusing the Legal Process", "Wrongful Litigation", perpetrating and perpetuating an Illegal "Predatory Lending Scheme" that involved use of "Falsified" documents, a Home Improvement and Mortgage **FRAUD** and an "Illegally Brokered" loan after being duly notified in writing concerning these matters.

***Settlement Shall Be Treated and Considered as a Separate Issue: \$2,500,000.00 in
Compensatory and Punitive Damages.***

Entered into the record as an Affirmative Defense and shall be considered as a future "Cause of Action".

The Plaintiff's Negligence Shall Be Included In Any Future Cause Of Action for Inflicting Emotional And Psychological Stress and Distress Upon the Defendant and the Defendant's Family After The Facts Were Known

58. The Plaintiff failed to investigate the Defendant's claims concerning "Fraudulent Inducement" by the Seller, Broker and Appraiser. The Plaintiff failed to investigate the Defendant's claims concerning loan irregularities. The Defendant was misled by the Plaintiff by advising the Defendant to work out the "Fraudulent Note and Mortgage" with the Seller.

Settlement Already Included In Inflicting Emotional And Psychological Stress And Distress Upon The Defendant And The Defendant's Family:

Entered into the record as a Counterclaim and shall be included in any future "Cause of Action".

The Plaintiff's Failure to Exercise Due Diligence Shall Be Included In Any Future Cause of Action for Inflicting Emotional And Psychological Stress And Distress Upon The Defendant and the Defendant's Family

59. The Plaintiff's personnel did not contact the Defendant to verifying the Appraisal and "Satisfaction Completion Certificate" were not "Falsified". The Plaintiff failed to investigate the Defendant's claims concerning loan irregularities. The Plaintiff failed to investigate the Defendant's claim that the Seller did not have a "Building Permit" to authorize major repairs on his property or a "Loan Originator's" license to participate in brokering a mortgage loan.

Settlement Already Included In Inflicting Emotional & Psychological Distress Upon The Defendant And The Defendant's Family.

Entered into the record as a Counterclaim.

Compensation for Legal Defense

60. The Defendant has invested considerable time in the Defendant's Pro Se legal defense that lawyers and attorneys in Orangeburg, Charleston and Columbia, South Carolina would not take. Consequently, the Defendant deserves compensation for the time and resources the Defendant has invested in the Defendant's legal defense. The Defendant shall calculate her (the Defendant's) Pro se Defense on rates for Real Estate, Housing and Property Law. Typical fee

rates in South Carolina range from \$125.00 to \$300.00 per hour. For over 1,000 hours, for an experienced lawyer with over 16 years experience, current fees to date would range from over \$125,000.00 to over \$300,000.00. Fee schedule taken from LegalMatch.com 11/26/2010

Settlement: \$125,000.00 – \$300,000.00

(A) The Plaintiff's Complaint and "Cause of Action" were supported entirely by **FRAUD, FORGERY and FRAUDULENT INDUCEMENTS** by second and/or third parties, Violation of South Carolina's Code of Laws, Federal Laws, Rules and Regulations, Predatory Lending that involves the use of "Falsified" documents and Illegal Brokering.

(B) The Plaintiff acted in accordance with a "Faulty Premise" and "Flawed Assumptions", "Negligence" Failure to Exercise "Due Diligence" in the performance of duties and responsibilities, and "Errors in Judgment" by the Plaintiff's Underwriters.

(C) The Plaintiff's Executive Resolution Team, Legal Advisers and Law Firms continually and continuously ignored and/or misread the evidence and the facts that were already in the Plaintiff's document files and the Defendant's allegations of **FRAUD**. Consequently, the Plaintiff's was victimized by Incompetent Legal Advisers and Law Firms that also misread or failed to examine the documents in the Plaintiff's files the Plaintiff's Underwriters had already accepted, processed and approved.

(D) The four Law Firms the Defendant contacted in Orangeburg, Columbia and Charleston, South Carolina would not represent the Defendant because they were Incompetent as well. They too, "Falsely Accused" the Defendant of ordering the Appraisal through the Broker and meeting with the Appraiser. They too, failed to examine the evidence properly in view of the facts.

(E) They too, like the Plaintiff's Legal Advisers and Law Firms, failed to examine the evidence and the facts that already existed in the Plaintiff's document file.

(F) The Defendant began her (the Defendant's) "Best Effort" Pro Se Defense by telling the Truth. After several months the Defendant realized Law is tricky business. The Defendant realized that Truth is irrelevant in Law; unless Truth can be proven by relevant facts, credible and admissible testimony and credible and admissible clear, convincing and documented evidence. In addition to learning and studying the SCRCP, the Defendant had to research and examine thousands of cases. In doing so, the Defendant realized she (the Defendant) had to acquire the skills, competency and experience of a seasoned professional in order to mount an effective Legal Defense.

(G) Consequently, the Defendant deserves and is entitled to compensation on par with any attorney in Real Estate, Housing and Property Law for the Defendant's "Best Effort" Pro Se Legal Defense.

**Schedule of Potential Future Lawsuits,
Causes of Action Against The Plaintiff and Defense Fees To Date:**

61. The following is a summation of projected settlement totals for Interrogatory 3.

A. Defamation Of Character After The Facts Were Known –

\$2,000,000.00

B. Perpetuating An Illegal “Predatory Lending Scheme” And “Fraud”
Upon The Defendant After The Facts Were known -

\$1,750,000.00

C. Abuse Of Process and Wrongful Litigation Upon The Defendant
Without Justifiable And Probable Cause After Facts Were Known –

\$1,500,000.00

D. Inflicting Emotional And Psychological Distress Upon the Defendant
And The Defendant’s Family After The Facts Were Known -

\$2,500,000.00

E. Current Defense Fees - **\$125,000.00 - \$300,000.00**

Projected Total Settlement..... \$7,750,000.00

PRAYER FOR RELIEF

62. WHEREFORE, the Defendant having fully set forth the Defendant's LEGAL MEMORANDUM IN SUPPORT OF NOTICE OF MOTION AND MOTION TO DISMISS THE PLAINTIFF'S CLAIM WITH PREJUDICE and JUST and FAIR COMPENSATE in every manner and category allowed by law. The Defendant prays that this honorable Court, in the absence of withdrawal and/or settlement and/or DISMISSAL with PREJUDICE and JUST and FAIR COMPENSATION in every manner and category allowed by law, will set a date and time for a JURY TRIAL in order to prevent this injustice by the Plaintiff from occurring and:

63. Under the direction of the Court of Common Pleas

(A) Render a Judgment in the Defendant's favor to DISMISS the Plaintiff's Complaint and this foreclosure proceeding with PREJUDICE in its entirety and permanently enjoin the Plaintiff from any relief relative to the Defendant's property and/or other assets.

(B) Render a Judgment in favor of the Defendant for whatever monetary damages the Court deems as just, fair and proper including restitution of all cost incurred in the preparation and execution of the Defendant's "Best Effort" Pro Se Legal Defense.

(C) Render a Judgment for the Defendant in an appropriate dollar amount based on the Plaintiff's ability to pay; and any other relief the Court of Common Pleas deems proper including Punitive Damages.

(D) Render a Judgment against the Plaintiff in favor of the Defendant to refund any money paid to the Plaintiff under the Illegal "Predatory Lending Scheme", a Home Improvement and Mortgage FRAUD, and "Fraudulent" Loan, Note and Mortgage that the Plaintiff perpetuated after being duly notified that the Seller had no "Loan Originator's" license or Legal "Building Permit" to do any repairs, real imagined or otherwise at the Seller's property that was transferred to the Defendant on December 21, 2007.

(E) Ascertain the amount of legal Defense Fees that shall be paid to the Defendant because of the Plaintiff's unwarranted and unjustifiable act of using the Court of Common Pleas to foreclosure on a "Fraudulent" Loan, Note and Mortgage that should have been cancelled years ago because the documents upon which loan #708-0174072777 is based were obtained by violating the laws of the State of South Carolina, misinformation, falsifications, forgeries and misrepresentations of second and/or third parties and were used to mislead the Court of Common Pleas relative to the HMP and Foreclosure Intervention.

(F) Deny the Plaintiff any claim against the Defendant property and other assets.

(G) Render a Judgment against the Plaintiff with monetary compensation for the

Defendant because of the Plaintiff's perpetuation of a Predatory Lending Scheme in the State of South Carolina that involved the use and protection of falsified documents after being duly notified of the falsifications relative to such documents .

(H) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because of the Plaintiff's perpetuation of a Home Improvement and Mortgage **FRAUD** upon the Defendant after being duly notified the Seller had no lawful "Building Permit" and the Plaintiff's failure to inquire as to the truth of the Defendant's averment.

(I) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because of the Plaintiff's documented false accusations against the Defendant.

(J) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff actively participated in an illegally brokered loan in the State of South Carolina after being duly notified the Seller was not licensed as a "Loan Originator" as required by the laws of the State of South Carolina.

(K) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff failed to voluntarily end the Home Improvement **FRAUD** after being duly notified the Seller had no lawful "Building Permit" to legally do any repairs.

(L) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff failed to voluntarily end the Predatory Lending Scheme after being duly notified in writing the documents the Plaintiff used in the Plaintiff's lending decision were and still are "Falsified".

(M) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff failed to properly investigate the Defendant's allegation that the Seller did not have a valid "Loan Originator's" license as required by South Carolina Law. It was not humanly possible for the Defendant to suspect or form a belief contrary to the Seller's representation as the property owner. Therefore, it was the Plaintiff's responsibility as the lender to validate and investigate the legality of the process by which all the documents were obtained that the Plaintiff used to process, approve and fund loan #708-0174072777.

(N) By Court Order, Order the Plaintiff to remove any derogatory information the Plaintiff may have sent to Credit Reporting Agencies relative to the Defendant's "Fraudulent" Loan, Note and Mortgage that were obtained illegally in violation of the laws of the State of South Carolina.

(O) By Court Order, Order the removal of the Defendant's "Fraudulent"

Mortgage and Note from Orangeburg County records because the mortgage and note are illegal documents due to fabrication, falsification and forgery.

(P) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff filed a foreclosure notice on a “Fraudulent” Home Improvement Scheme after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(Q) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff entered a Home Improvement and Mortgage **FRAUD** into a Federally Mandated Home Affordable Mortgage Program (HMP) after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(R) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff entered an Illegal Predatory Lending Scheme into a Federally Mandated Home Affordable Mortgage Program (HMP) after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(S) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff entered an Illegally Brokered Loan into a Federally Mandated Home Affordable Mortgage Program (HMP) after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(T) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff attempted to qualify a Home Improvement and Mortgage **FRAUD** for Foreclosure Intervention after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina..

(U) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff attempted to qualify an illegal Predatory Lending Scheme for Foreclosure Intervention after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina..

(V) Render a Judgment against the Plaintiff with monetary compensation for the

Defendant because the Plaintiff attempted to qualify an illegally brokered loan for Foreclosure Intervention after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(W) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff perpetrated and perpetuated "Fraud" upon the Defendant by perpetuating an illegal "Predatory Lending Scheme" after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(X) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff perpetrated and perpetuated "Fraud" upon the Defendant by perpetuating a SCAM Home Improvement Scheme after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(Y) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff perpetrated and perpetuated "Fraud" upon the Defendant by perpetuating an illegally brokered loan after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(Z) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff perpetrated and perpetuated "Fraud" upon the Defendant by filing a Summons and Complaint against the Defendant because of the Plaintiff's failure to exercise due diligence and investigate the Defendant's averments of fraud and falsified documentation after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

64. WHEREFORE, the Defendant prays her (the Defendant's) LEGAL MEMORANDUM IN SUPPORT OF NOTICE OF MOTION AND MOTION TO DISMISS THE PLAINTIFF'S CLAIM WITH PREJUDICE and JUSTLY and FAIRLY COMPENSATE the Defendant in every manner and category allowed by law has been clearly stated and pursuant to the Rules and the law, and the Defendant is entitled to recover costs of suit herein incurred, and such other relief as the Court may deem proper.

Note: In an effort to save the Court time, all Exhibits identified in this Legal Memorandum will be attached to this filing even though they have already been filed. The Plaintiff already has the filed Exhibits and WF00001-WF00137. All New Exhibits, not filed, will be sent to the Plaintiff.

NOTIFICATION

A copy of the Defendant's LEGAL MEMORANDUM IN SUPPORT OF NOTICE OF MOTION AND MOTION TO DISMISS THE PLAINTIFF'S CLAIM WITH PREJUDICE and JUSTLY and FAIRLY COMPENSATE the Defendant in every manner and category allowed by law that has been filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys.

Nelson Mullins Riley & Scarborough LLP

ATTN: James Burns @

1320 Main Street

17th Floor

Columbia, SC 29201

POB 11070

Columbia, SC 29211-1070

Tel: 803-799-2000

Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 13

day of Aug in the year 2011 in City of Orangeburg State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): Willie Haskins
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On Aug. 13 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary Willie Clay Haskins
(Signature)

Commission Expires 06-28-2012

(Seal)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N. A.

Civil Action No. **2008-CP-38-1024**

Plaintiff,

**OBJECTION TO NOTICE OF TAKING
DEPOSITION OF DEFENDANT
DOROTHY SISTRUNK ; ISSUED BY
NELSON MULLINS RILEY &
SCARBOROUGH, LLP;
DEMAND THE PROTECTION OF
THIS COURT PURSUANT TO SCRPC
45(c)(1)**

September 30, 2011

Vs.

Dorothy Sistrunk;

Defendant.

Comes now the Defendant Dorothy Sistrunk to file this OBJECTION TO NOTICE OF TAKING DEPOSITION OF DEFENDANT DOROTHY SISTRUNK ISSUED BY NELSON MULLINS RILEY AND SCARBOROUGH, LLP that is dated September 21, 2011 and Picked up from the Post Office in Orangeburg, South Carolina as Certified Mail on September 23, 2011 and to DEMAND THE PROTECTION OF THIS COURT PURSUANT TO SCRPC RULES 26(c) and 45(c)(1). A MOTION already has been filed to DISMISS this Complaint with PREJUDICE and JUST and FAIR COMPENSATION. Additional reasons for objecting to the NOTICE OF TAKING DEPOSITION shall be stated herein.

OPENING STATEMENTS

To: The Court of Common Pleas. The Defendant Demands a copy of this pleading in it's entirety with attached exhibits be faxed or mailed to South Carolina's Judicial Department's

Office of Disciplinary Counsel
1015 Sumter Street
Suite 309
Columbia, South Carolina 29201
Telephone: (803) 734-2038
Fax: (803) 734-1964

CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

I. The Defendant alleges Nelson Mullins Riley & Scarborough, LLP are harassing the Defendant with absolutely unnecessary Depositions and Subpoenas and have no legal authority to do so. The Plaintiff and the Law Firm have already violated the sanctity of the Court by failing to Substantially Comply with an Order of Court and are currently in Contempt of Court. Every 30 days means every 30 days until the Order is reversed or rescinded. "The failure to do so may result in the dismissal of the action." {See Exhibit 248, Page 2, Paragraph #3}

A. If the Court of Common Pleas located at 1406 Amelia Street in Orangeburg, South Carolina fails to enforce violations of Court Orders and Edicts and fails to act in accordance with well-established law and pursuant to South Carolina's Rules of Civil Procedure, then the Court should be closed because it is not a Court. It is just another "Good Ole Boys Club" that is masquerading as a Court of Law.

B. Allowing a Law Firm that is in Contempt of Court to issue a Subpoena and Notices of Deposition is unconscionable and violates judicial protocol and ethics. {Review filing record of Case Status Updates}

C. This Subpoena and Notices of Deposition issued by Nelson Mullins Riley & Scarborough, LLP can only be characterized as harassment, annoyance, embarrassment, oppression and inflicting undue burden upon the Defendant. {See Exhibits 237-244}

D. If the Court of Common Pleas fails to act accordingly, appropriately, responsibly, ethically and according to its Constitutional Authority to end this double standard, this Court will prove clearly, convincingly and conclusively that it is *not fair or impartial* relative to adjudicating Case Number 2008-CP-38-1024.

II. *The evidence.* The Law Firm of Nelson Mullins Riley & Scarborough, LLP, has already violated Section (3) of the May 22, 2009 Supreme Court of South Carolina Order for Foreclosure Cases by failing to file a Case Status Update for the thirty (30) day periods beginning on October 15, 2010, on or about, to November 15, 2010 on or about..., December 15, 2010, on or about, to January 15, 2011 on or about..., and January 15, 2011, on or about, to February 15, 2011 on or about..., as required and pursuant to the May 22, 2009 Supreme Court of South Carolina Order for Foreclosure Cases. {Review filing record of Case Status Updates}

A. SCRCF Rule 41(b) clearly states in pertinent parts... "failure to comply with any Order of Court, the Defendant may move for dismissal of an action or of any claim against him." In this case, her.

B. SCRCF Rule 41(b) and the May 22, 2009 Supreme Court of South Administrative Order for Foreclosure Cases expressly state or imply dismissal of the action is a consequence of failing to comply with an Order of Court. {See also Exhibit 238, Page 2, Paragraph 3}

III. Even more disturbing, the Plaintiff's attorneys have consistently filed false statements relative to the HMP that the Plaintiff (Wells Fargo Bank, N.A.) actually attempted to contact the Defendant and those attempts were unsuccessful. This is indicative of "Fraud Upon the Court". {See filed Case Status Updates} The Defendant has already notified the Court in Pleadings that the Plaintiff has not made any legitimate attempt to contact the Defendant relative

to the HMP of its own volition.

A. The Supreme Court of South Carolina Administrative Order for Foreclosure Cases clearly stated in the Supplemental Directive: **“Servicers must use reasonable efforts to contact borrowers facing foreclosure to determine their eligibility for the HMP, including in-person contacts at the servicer’s discretion.”** No contact was initiated by the Plaintiff relative to the HMP. {See Exhibit 248, Page 3, Under “In Relevant Part”} This is another failure to comply with an **Order of Court** and pursuant to the Rule, is sufficient grounds for the Defendant to Dismiss this Action or Complaint under **SCRCP Rule 41(b)**. The operative and key words are: **“any Order of Court”**.

B. The Defendant currently has an uncontested pending MOTION to Dismiss with Prejudice that was filed prior to the issuance of Nelson Mullins Riley & Scarborough, LLP’s Subpoenas and Notices of Deposition. If the Defendant’s MOTION is not filed properly pursuant to the Rule/s or the Statute/s or is improper according to the Rule/s or Statute/s, the Court should notify the Defendant within a reasonable period of time. {See Exhibits 246 & 247}

C. Pursuant to **SCRCP Rule 41(b)**’s ***“failure to comply with [any order of court]”***, the Court cannot legally or authoritatively allow the Plaintiff to continue in this action or the Law Firm to file Subpoenas and Depositions when both are in Contempt of Court for ***“failure to comply with an Order of Court”***; with or without the Defendant’s Motion, the Court has a duty, obligation, responsibility and the authority to investigate and enforce its own Order of Court when a violation has occurred. The Defendant does not need to file a Motion for the Court to enforce its own Order of Court.

D. The Plaintiff and Nelson Mullins Riley & Scarborough, LLP are effectively barred from submitting any additional motions, pleadings, request and/or demands to the Court because they are in actuality **Contemnors**. The Plaintiff and the Law firm have no legitimate standing until the Court effectively deals with non-compliance with its own Order.

E. The Defendant has already been victimized as a direct result of the illegal activities of the Seller, the Appraiser and the Broker. Victimized by the Plaintiff’s false accusations, Victimized by Nelson Mullins Riley & Scarborough, LLP’s false statements and is currently being victimized by the Court’s double standard of complying with Orders of Court. This is a little bit too much for one person.

IV. The Defendant’s case should have been dismissed last year. Dismissal of the Action or Complaint is proper and firmly established under **SCRCP Rule 41(b)**. There is no need for the Defendant or the Defendant’s husband to answer any Depositions or Respond to any Subpoena Duces Tecum that never should have been sent by **Contemnors**.

A. **How can any Law Firm that has violated the sanctity of the Court by non-compliance and potential Fraud, reasonably expect the Defendant to respect any request or the Court to enforce it?** And if the Court does not enforce its own Orders, the Court has violated its own Rules and Standards of Professional Conduct and needs to be shutdown. Reversing or rescinding the Order of Court, does not exempt the violation during the time the Order was in effect. {See **SCRCP Rule 41(b)**}

B. The Defendant has no choice except to DEMAND the Court to enforce any

violation of its own Order and Protect the Defendant from further harassment, annoyance, oppression, undue burden and abusive legal tactics **pursuant to SCRPC Rule 45(c)(1).**

C. The issuing attorney at Nelson Mullins Riley & Scarborough, LLP, **Brian A. Calub, certified by Virginia A. Koontz**; issued two (2) Subpoena Duces Tecum to the Defendant's husband for the same date and time demanding the production of any and all documents and material that Nelson Mullins Riley & Scarborough, LLP already has and has had for over two (2) years. **{Refer to filed Exhibits 1-236 and Wells Fargo filed documents WF00001-WF00137}** All original documents of this outrageous and burdensome demand will be kept as evidence because the authenticity of copies can be disputed. **{See attached Exhibits 237-244}**

D. The documents or material that are related to the Claims raised by the allegations in Wells Fargo Bank, N.A.'s Complaint all come from second and/or third parties and Wells Fargo Bank, N.A., and/or Wells Fargo Home Mortgage. Wells Fargo's own documents are the basis for the Defendant's Defense. **{Refer to filed Wells Fargo documents WF00001-WF00137}**

E. Wells Fargo's documents clearly, convincingly and conclusively establish the fact that the Plaintiff's lending decision was based on representations, presentations and documentation of second and/or third parties. Wells Fargo has already admitted it relied on those documents to fund loan number 708-0174072777. **{Refer to filed Wells Fargo documents WF00120 & WF00125}**

F. The documents the plaintiff relied upon are verifiably "Falsified", verifiably "Forgeries" and verifiably "Altered". Consequently, there is no need for a Subpoena or Deposition from the Defendant or the Defendant's husband. The referred to documents came from the Player Law Firm, the Broker, the Appraiser, the Seller and Wells Fargo Home Mortgage Underwriting Department. **{Refer to filed Wells Fargo documents WF00001-WF00029}**

G. The Appraiser assigned 7-59 to the Seller as a job and file number. This is evidenced by the 7-59 invoice the Appraiser sent to the Broker. **{Refer to filed Wells Fargo document WF00027}**

H. Consequently, any document that has a file number of 7-59 with the Defendant's name on it is a Fraud and a Forgery by Substitution. **{Refer to filed Wells Fargo documents WF00014-WF00027 and WF00001-WF00013}**

I. The evidence of Predatory Lending, Home Improvement and Mortgage Fraud and Illegal Loan Brokering is clear, convincing, conclusive and not subject to controversy in this litigation or during any subsequent appeal. No unauthorized Deposition or Subpoena from a Law Firm that has violated an Order of Court is going to change these facts.

J. Nelson Mullins Riley & Scarborough, LLP's failure to Substantially Comply with an Order of Court is also a violation of judicial ethics as Officers of the Court. Therefore, the Defendant has no need to pay for Quashing a Subpoena Duces Tecum and Depositions from a Law Firm that is ethically challenged. **{Refer to record of Case Status Updates}**

K. If the ethically challenged Nelson Mullins Riley & Scarborough, LLP does not withdraw the Subpoenas and Depositions of its own volition, then the Court must Quash them because of the Law Firm's previous violations of an Order of Court; as well as, ethics violations

as Officers of the Court; otherwise, the Court will be just as ethically challenged as Nelson Mullins Riley & Scarborough, LLP. {See Exhibits 237-244}

L. This pleading is an official protest to the double standards of this Court. The Defendant is appalled that the Court has failed to enforce multiple violations of its own Order and allowed Nelson Mullins Riley & Scarborough, LLP to submit a Subpoena without sanction, reprimand or penalty. **If the Courts are so corrupted and/or biased, where can any one go for just and fair adjudication in South Carolina?**

V. **WHEREFORE**, the Defendant concludes her (the Defendant's) opening statements and shall address the unwarranted, frivolous and procedurally defective Notice of Taking Deposition.

To: Wells Fargo Bank, N.A., the Plaintiff and Nelson Mullins Riley & Scarborough, LLP, (hereafter also called Law Firm) Counsel to the Plaintiff. A copy of this pleading in its entirety will be faxed or mailed to South Carolina's Judicial Department's

Office of Disciplinary Counsel
1015 Sumter Street
Suite 309
Columbia, South Carolina 29201
Telephone: (803) 734-2038
Fax: (803) 734-1964

OBJECTION TO NOTICE OF TAKING DEPOSITION

1. The Notice of Taking Deposition must be Quashed or "Stayed" by Objection because it is absolutely unnecessary, no Deposition is going to change the fact that the Plaintiff is perpetuating an Illegal "Predatory Lending Scheme" that involves the use of "Falsified" and "Forged" documents since 12/21/ 2007, protecting and defending an Illegally "Brokered Mortgage and Loan" and has been maintaining a "Home Improvement and Mortgage Fraud"; based on the same "Falsified" and "Forged" documents, as a delinquent account since 2008. In addition to the reasons already stated:

2. **A)** It is well established Law that Subpoenas and/or Depositions are to be Quashed or "Stayed"; with or without Motion from the Defendant, when there is a pending Motion to Dismiss before the Court. The Defendant's Objection is sufficient and sustainable because the Defendant has an uncontested pending MOTION to DISMISS with PREJUDICE that was filed prior to the Notice of Taking Deposition was submitted. **{No Case Law reference needed. More than adequate legal precedent already exists.}**

B) The Plaintiff and Nelson Mullins Riley & Scarborough, LLP are currently in Contempt of Court due to non-compliance to an Order of Court. Every thirty (30) days means

every thirty (30) days. Failure to “Substantially Comply”... is Contempt of Court. Pursuant to **SCRCP Rule 41(b)**, “*failure* to comply with *any Order of Court*, the Defendant may move for *dismissal* of an action or *of any claim* against him.” The Court must Dismiss any claim when the Motion is entered and Dismiss forthwith due to non- compliance. {Refer to S.C.R.C.P.}

C) Because of Contempt of Court and well-established precedent, the Notice of Taking Deposition is a legal abomination. Since no evidence exists of substantial material need; and since neither the Plaintiff or Nelson Mullins Riley & Scarborough, LLP has presented any evidence or stated a prior claim of substantial material need, the Notice of Taking Deposition must be construed and considered for what it is; an abuse of authority by an Officer of the Court because this is an act of harassment, a nuisance, an annoyance, burdensome, oppressive and persecutive.

DEMAND PROTECTION FROM UNDUE BURDEN

2. Pursuant SCRCP Rule 45(c)(1), The Defendant enters this DEMAND FOR PROTECTION to prevent further “Persecution” by the Plaintiff (Wells Fargo Bank, N.A.) and harassment from Nelson Mullins Riley & Scarborough, LLP. No additional factual discovery is required relative to the Defendant, because the Plaintiff’s own document file that is the basis of the Plaintiff’s allegations and Claims against the Defendant proves clearly, convincingly, conclusively, irrefutably and not subject to controversy in this litigation or during any subsequent appeal, that the Plaintiff is actively perpetuating and defending an Illegally “Brokered Loan and Mortgage, an Illegal “Predatory Lending Scheme” and a “Home Improvement and Mortgage Fraud” that are based entirely upon the acceptance, approval and use of “Falsified” and “Forged” documents from second and/or third parties, i.e., the Broker, the Seller and the Appraiser.

3. The Defendant’s personal documents can all be validated and verified, i.e., W2, South Carolina Driver’s License and Check Stub. (WF00061-WF00062 & WF00118) The Defendant’s **Validation Meter** is at 100%, for the Broker - 0%, for the Appraiser - 0% and for the Seller -0%. Who should the Plaintiff believe? The Defendant alleges the documents to fund the loan had to come from these entities and/or individuals that are second and third parties. Consequently, if Nelson Mullins Riley & Scarborough, LLP needs to Subpoena someone and/or Depose somebody, the Defendant recommends the second and third parties that created them.

4. The Plaintiff has already admitted the referenced documents, the 7-59 verifiably “Falsified” Satisfaction Completion Certificate (**WF00009 & WF00022**), the 7-59 verifiably “Falsified” and “Forged” Appraisals (**WF00001-WF00026**) and the “Altered” and “Forged” Contract of Sale (**WF00028-WF00029**), were relied upon in whole or in part to approve loan number 708-0174072777. **{Refer to WF00120, WF00130}**

A) Additional evidence that is clear, convincing, irrefutable and not subject to controversy in this litigation or during any subsequent appeal, that the sought after documents, **WF00001-WF00137**, that are related to the Claims raised by the allegations in Wells Fargo’s Complaint and the basis of the Defendant’s defenses are from Wells Fargo Bank, N.A., Wells Fargo Home Mortgage Underwriting Department, the Player Law Firm, Golden Gate Mortgage, Jim H. Austin, III, or from Thomas Jacobs. **{Refer to Pages 3-5, 8 & 11-14 in Nelson Mullins Riley & Scarborough, LLP’s filed Response entitled: Wells Fargo Bank, N.A.’s Response To Request for Discovery that is dated on October 15, 2008}**

1. On page 3, the Law firm identifies the Satisfaction Completion Certificate as a document that was used to support the loan. The Satisfaction Completion Certificate dated September 14, 2007 is verifiably “Falsified” and has the 7-59 file number the Appraiser assigned to the Seller (**WF00009, WF00022**). This is evidenced by the invoice the Appraiser sent to the broker, (**WF00027**) that identifies the borrower for 7-59 as Jacobs. Therefore, based on the Plaintiff’s documents and the filed Responses of Nelson Mullins Riley & Scarborough, LLP; On September 14, 2007, the borrower, Jacobs, that is assigned the 7-59 file number by the Appraiser, Jim H. Austin, III, met the Appraiser at 423 Bayne Street. Not the Defendant. No repairs were completed. **{See Exhibit 245}** The document is verifiably “False”.

2. On page 4, the Law Firm identifies the Contract of Sale (**WF00028-WF00029**) that was signed on November 26, 2007. The Contract of Sale has been “Altered” and the initials do not match or even look like the Defendant’s. The initials are “Forgeries”. Consequently, any additional reference in the Responses to the Contract of Sale is referring to “Falsified” documentation by “Forgery” that Wells Fargo Bank, N.A., relied upon in whole or in part to approve loan number 708-0174072777.

3. On page 7, the Law Firm identifies the Appraisals (**WF00001-WF00029**). These numbers also include the invoice (**WF00027**) and the verifiably “Forged” and “Altered” Contract of Sale (**WF00028-WF00029**). The Appraisals are verifiably “Falsified” and “Forgeries” and have the same 7-59 file number the Appraiser assigned to Jacobs. (**WF00001-**

WF00013 & WF00014-WF00026) identifies Jacobs as the borrower and the Seller.

(B) The remaining documents in the Plaintiff's files, signed and/or unsigned, **(WF00030-WF00137)** prove clearly, convincingly, conclusively, irrefutably and not subject to controversy in this litigation or during any subsequent appeal that Wells Fargo and the Defendant are victims of a well executed "Home Improvement and Mortgage Fraud" that is based on "Fraud in the Inducement, "Fraud in Factum", "Falsified " and "Forged" documents, nondisclosure of existing materials, intentional omission of existing material facts, misstatement of existing material facts, misrepresentation of existing material facts and outright lies, by the Broker, the Seller and the Appraiser. **(WF00001-WF00137).**

(C) Wells Fargo has already admitted the documents for the loan came from the Broker, the Seller and the Appraiser **(WF00120 & WF00125-WF00126)** The Broker's invoice **(WF00027)** proves clearly, convincingly, conclusively, irrefutably and not subject to controversy in this litigation or during any subsequent appeal that the Appraiser, Jim H. Austin III, assigned the 7-59 job and file number to the Seller – Thomas Jacobs. Therefore, any document with the 7-59 file and job number including the Appraisals, Satisfaction Completion Certificate, supporting documents and the "Altered" and "Forged" Contract of Sale all belong to the Seller – Thomas Jacobs; not the Defendant.

5. Even though Wells Fargo and the Defendant are victims of the same "Fraud", the Plaintiff and the Defendant ended up on opposing sides; rather than being on the same side; and, not because of the Defendant. It is because of Wells Fargo Bank, N.A. The Defendant has done everything within reason to end this "Fraud" **(Wells Fargo Exhibits B & D)**; while the Plaintiff, Wells Fargo Bank, N.A. has done everything within reason to maintain it, perpetuate it, collect on it **(WF00121-WF00123, WF00127, WF00129, WF00131-WF00133)** and defend it.

6. The Plaintiff, Wells Fargo Bank, N.A., has also been victimized by its own **"Errors in Judgment"**, "Falsely Accusing" and "Persecuting" the Defendant; rather than seriously investigating the Defendant's claims of "Fraud", an in-house review by an Executive Resolution Team was all that was done.

A) The Resolution team blamed the Defendant for ordering the Appraisals. There is no evidence of an invoice to support this assumption and there is no evidence the 7-59 file and job number was reassigned. The evidence clearly, convincingly, conclusively, irrefutably and not subject to controversy in this litigation or during any subsequent appeal shows the Broker

ordered the Appraisals (WF00001-WF00026) for the Seller – Thomas Jacobs.

B) Based on the evidence on the invoice (WF00029), Jim H. Austin III did the Appraisals (WF00001-WF00026) for the Seller, and the Appraiser met with and completed the Satisfaction Completion Certificate (WF00009 & WF00022) for the Seller – Thomas Jacobs.

7. The Defendant alleges the Plaintiff, Wells Fargo Bank, N.A., has also been victimized by its own **Lack of “Due Diligence”** and to the Plaintiff’s detriment. None of the Defendant’s claims of “Fraud” and “Forgery” were ever seriously investigated. In addition:

A) Victimized by its own **“Negligence”** and to the Plaintiff’s own detriment. The Defendant alleges the Appraisals, the Satisfaction Completion Certificate, and the Contract of Sale were rubber stamped through the approval process without questioning or validation. The **Evidence Meter** for lying for the Defendant is at 0%, for the Broker 100%, for the Seller 100% and for the Appraiser 100%. (WF0001-WF00029) Who should the Plaintiff believe?

B) Victimized by **“Incompetent Legal Advice”**. The Defendant alleges the reason why the Plaintiff’s personnel, legal department and Attorneys at Nelson Mullins Riley & Scarborough, LLP claim there is no evidence of wrongdoing by the Broker, the Appraiser and the Seller is because they have not looked for any. The **Evidence Meter** of Wrongdoing by the Defendant is at 0%, for the Broker 100%, for the Seller 100% and for the Appraiser 100%. Who should the Plaintiff believe?

C) Victimized by a **“Flawed Premise”** and an **“Unsubstantiated Assumption”**. The “Flawed Premise”; the Defendant is a participant and not a victim and the “Unsubstantiated Assumption”; the documents used to support the lending decision are not Falsified, Forged or Altered; when in fact, actuality and reality they are.. The **Evidence Meter** for Submission of “Falsified “documents by the Defendant is at 0%, for the Broker 100%, for the Appraiser 100% and for the Seller 100%. Who should the Plaintiff believe?

8. The clear, convincing, conclusive, non-controversial and not subject to any appeal evidence that the Defendant and the Plaintiff are victims of a well orchestrated “Fraud” can even be proven in the filed Responses of the Plaintiff’s attorneys. {Refer to Wells Fargo Bank, N.A.’s, Responses to Discovery dated October 15, 2008}

9. The clear, convincing, conclusive, non-controversial and not subject to any appeal evidence that the Plaintiff is perpetuating an Illegal “Predatory Lending Scheme” and a “Home Improvement and Mortgage Fraud” that are based entirely on the acceptance, approval

and use of "Falsified", "Forged" and Altered documents. The documents that relate directly to the Claims raised by the allegations in Wells Fargo's Complaint and the Defenses raised by the Defendant are from second and third parties and not from the Defendant or the Defendant's husband. In addition, the Plaintiff and Nelson Mullins Riley & Scarborough, LLP already have these documents and have had them for over 3 years. **{The Defendant craves the Protection of this Court pursuant to SCRCF Rule 26(c) and SCRCF Rule 45(c)(1) from Nelson Mullins Riley & Scarborough, LLP's abusive legal tactics that are annoying, harassing, burdensome and oppressive.}**

10. The Defendant has shown good cause to the court in this pleading on matters relating to the Law Firm's unnecessary, frivolous, procedurally defective and absolutely not needed Notice to Taking Deposition. The Defendant currently has an uncontested pending Motion to Dismiss with Prejudice that is before the Court. As a precautionary measure, the Defendant demands protection from future annoyance, oppression, undue burden and hardship that the Law Firm seeks to impose upon the Defendant by the Abusive and/or Unethical use of its legal Authority as an Officer of the Court.

11. The Law Firm's Deposition is absolutely unjustifiable and unwarranted because the documents that relate to the Claims raised by the allegations in Wells Fargo's Complaint and the Defenses raised by the Defendant belong to the Plaintiff (Wells Fargo Bank, N.A.) and/or second and/or third parties. The Defendant is not an employee, officer, director or authorized representative of or from second and/or third parties that have been identified in this litigation and the Defendant has no personal knowledge of their operations, procedures, corporate records, personal records and/or decision-making processes that a Deposition by the Defendant can reveal or attest to. **{Refer to filed Wells Fargo documents WF00001-WF00137}**

12. Finally, The Notice of Taking Deposition borders on Clinical Madness. The documents that relate to Wells Fargo's allegations and Claims and the Defendant's defenses belong to Wells Fargo. There is no justifiable reason to believe the Defendant can obtain access to Wells Fargo's sensitive records and/or files. The Defendant is not an employee, officer, director or authorized representative of Wells Fargo and has no personal knowledge of Wells Fargo's operations, procedures, corporate records and/or decision-making processes that a Deposition by the Defendant can reveal or attest to. **{Refer to filed Wells Fargo documents WF00001-WF00137}**

CONCLUSIONS

13. The Law Firm of Nelson Mullins Riley & Scarborough, LLP has failed to “Substantially Comply” with an Order of Court. Every 30 days means every 30 days. Substantial Compliance means notifying the Court every 30 days until the Order is rescinded or reversed. Any failure to comply is a Contempt of Court. The power to make rules carries with it the burden and authority to enforce them, and to attach persons; especially Officers of the Court, for violating a lawful Order of the Court. Sanctions, reprimands or penalties are appropriate responses for Contempt.

A) The Plaintiff and the Law Firm are currently in a state of Contempt of Court and have no authority within the judicial system to issue any pleadings, subpoenas, motions or make a request of the Defendant. Consequently, the Defendant’s Objection is sufficient, adequate and sustainable to Quash and/or “Stay” forthwith Nelson Mullins Riley & Scarborough, LLP’s Notice of Taking Deposition. In addition, the Court has authorizing power and capacity to enter its own Motion, ex officio to Quash or Stay.

B) As previously stated, even if the Plaintiff and the Law Firm were not in Contempt of Court, the Law Firm’s Deposition is still absurd and needs to be Quashed or Stayed because the documents that relate to the Claims raised by the allegations in Wells Fargo’s Complaint and the Defenses raised by the Defendant belong to the Plaintiff (Wells Fargo Bank, N.A.) and/or second and/or third parties. The Defendant is not an employee, officer, director or authorized representative of or from any second and/or third party or Wells Fargo Bank, N.A. Therefore, the Defendant has no personal knowledge of their operations, procedures, corporate records and/or personal records and/or decision-making processes that a Deposition by the Defendant can reveal or attest to.

C) As stated previously the Notice of Taking Deposition must be Quashed or “Stayed” because of the Defendant’s uncontested pending Motion to Dismiss with Prejudice that is already before Court awaiting a decision. Consequently, the relief sought by the Defendant should be granted forthwith.

RELIEF SOUGHT

14. The Defendant seeks the following relief.

A) Voluntary Withdrawal: It is best if the Notice to Take Deposition is withdrawn. There is no authorizing Rule for an attorney, individually or as a firm that is in Contempt of Court to issue any Notice to Taking Deposition.

B) Quashed: If the Notice to Taking Deposition is not withdrawn voluntarily, then it is up to the Court to quash it, ex officio. Nelson Mullins Riley & Scarborough, LLP are currently in Contempt of Court and have no legal authority under the Rules or the Statutes to issue any Notice to Taking Deposition until the Contempt of Court has been remedied.

C) Stayed: The Defendant's Objection to unnecessary harassment should be more than adequate to stay the Notice to Taking Deposition without a formal Motion. In addition, the Defendant has an uncontested Motion to Dismiss with Prejudice before the Court; if successful, the Deposition will not be necessary.

D) Upon Motion: Finally, if the Defendant must file Motions to end this malfeasance, Nelson Mullins Riley & Scarborough, LLP, should be sanctioned to pay for it.

WHEREFORE, the relief sought by the foregoing **OBJECTION TO NOTICE OF TAKING DEPOSITION** to Quash ex officio or Stay should be granted forthwith.

Respectfully submitted,
Dorothy Sistrunk
423 Bayne Street
Post Office Box 217
Orangeburg, South Carolina 29115
(803) 268-0716

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **OBJECTION TO NOTICE OF TAKING DEPOSITION** has been furnished by U.S. mail to:

Nelson Mullins Riley & Scarborough LLP
ATTN: Brian A. Calub @
1320 Main Street
17th Floor
Columbia, SC 29201
POB 11070
Columbia, SC 29211-1070

Tel: 803-799-2000
Fax: 803-256-7500

I HEREBY CERTIFY that a true and correct copy of the foregoing **OBJECTION TO NOTICE OF TAKING DEPOSITION** has been furnished by U.S. mail to:

South Carolina's Judicial Department's
Office of Disciplinary Counsel
1015 Sumter Street
Suite 309
Columbia, South Carolina 29201

Telephone: (803) 734-2038
Fax: (803) 734-1964

[Handwritten signature]
CLERK OF COURT
COUNTY, SOUTH CAROLINA

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 30th
day of Sept in the year 2011 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): Sullivan D. Buck
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On 9-30-11 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary Sullivan D. Buck
(Signature)
My Commission Expires
September 30th, 2012

Commission Expires _____

(Seal)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N. A.

Civil Action No. **2008-CP-38-1024**

Plaintiff,

**LEGAL MEMORANDUM SUPPORTING
THE DEFENDANT'S OBJECTION TO
NOTICE OF TAKING DEPOSITION OF
DEFENDANT DOROTHY SISTRUNK;
ISSUED BY NELSON MULLINS RILEY &
SCARBOROUGH, LLP; filed on September
30, 2011; AND SUPPORTING THE
DEFENDANT'S DEMAND FOR
THE PROTECTION OF THIS COURT
PURSUANT TO SCRPC RULES 45(c)(1)
AND 26(c) October 10, 2011**

Vs.

Dorothy Sistrunk;

Defendant

Comes now the Defendant Dorothy Sistrunk to file this LEGAL MEMORANDUM SUPPORTING THE DEFENDANT'S OBJECTION TO NOTICE OF TAKING DEPOSITION OF DEFENDANT DOROTHY SISTRUNK ISSUED BY NELSON MULLINS RILEY AND SCARBOROUGH, LLP that is dated September 21, 2011; Picked up from the Post Office in Orangeburg, South Carolina as Certified Mail on September 23, 2011 and filed on September 30, 2011 and SUPPORTING THE DEFENDANT'S DEMAND FOR THE PROTECTION OF THIS COURT PURSUANT TO SCRPC RULES 26(c) and 45(c)(1). A MOTION has already been filed to DISMISS this Complaint with PREJUDICE and JUST and FAIR COMPENSATION. Additional reasons for SUPPORTING THE DEFENDANT'S OBJECTION TO NOTICE OF TAKING DEPOSITION shall be stated herein.

OPENING STATEMENTS

To: The Court of Common Pleas. The Defendant Demands a copy of this pleading in it's entirety with attached exhibits be faxed or mailed to South Carolina's Judicial Department's

ATTEST: TRUE COPY

Wing B. Clark
CLERK OF COURT
ORANGEBURG COUNTY

-1-

Office of Disciplinary Counsel
1015 Sumter Street
Suite 309
Columbia, South Carolina 29201
Telephone: (803) 734-2038
Fax: (803) 734-1964

In the abundance of caution, the Defendant enters this Legal Memorandum into the record in order to prevent the Plaintiff's Law Firm from seeking a Court Order to Compel the Defendant's attendance at a needless Deposition or seek unjustifiable sanctions against the Defendant.

BACKGROUND

1. The Defendant is an African-American woman (**WF00118**); is not a wealthy person (**WF00061**), and must work seven point five (7.5) hours a day, five (5) days a week to earn the income the Defendant receives. (**WF00062**) The Defendant's husband had surgery four (4) years ago for a severe groin injury. The attending surgeons classified it as an umbilical and right inguinal hernia. {Refer to the Defendant's filed Exhibit 230}

2. **The issuing attorney at Nelson Mullins Riley & Scarborough, LLP, Brian A. Calub, Notice of Taking Deposition violated SCRPC Rule 26(a)(iii) which states in pertinent parts... "The frequency or intent of use of discovery methods set forth in subdivision (a) shall be limited by the court if it determines that: the discovery is unreasonably burdensome or expensive taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in the litigation. The court may act upon its own initiative after reasonable notice or pursuant to a motion under subdivision (c) of this Rule."**

A) Even though repaired, the Defendant's husband still experiences pain and can only walk, sit or stand for a couple of hours at a time. Even though the Defendant's husband's physical limitation has severely impacted his ability to earn income from employment, his condition is not considered serious enough to qualify for any kind of disability or SSI income.

B) There are few, if any, jobs in Orangeburg, South Carolina for a 61-year old African American man with physical impediments. Whatever income the Defendant's husband earns comes from whatever he can manage on a daily basis from Internet-based income sources. Therefore, neither the Defendant nor the Defendant's husband can go anywhere from day to day without losing income.

C) The issuing attorney from Nelson Mullins Riley & Scarborough, LLP. Brian A. Calub, did not offer any supporting documentation or tendered any offer (**pursuant to the rules or otherwise**) to justly and fairly compensate the Defendant and/or the Defendant's husband for loss of income. The Defendant might even lose her (the Defendant's) job because of a daily absence and/or being tardy for work on a daily or day-to-day basis until completed. {See filed Exhibits 239 & 240}

NO RELATIVE RECORDS OR FILES AT HOME TO COPY OR INSPECT

3. **The issuing attorney at Nelson Mullins Riley & Scarborough, LLP, Brian A. Calub, request violated SCRCR Rule 26(a)(i) which states in pertinent parts..."The frequency or intent of use of discovery methods set forth in subdivision (a) shall be limited by the court if it determines that: (i) the discovery sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive; the court may act upon its own initiative after reasonable notice or pursuant to a motion under subdivision (c) of this Rule."**

A) The Defendant has no records or files relative to this case. Whatever files the attorney seeks can be easily obtained from second and/or third party sources; such as, the Broker, the Seller, the Appraiser and Wells Fargo's Underwriting Department. It would be more convenient, less burdensome and less expensive since the last known whereabouts of the Seller, the Appraiser and the Broker was in Columbia, South Carolina.

B) If any attorney/s at Nelson Mullins & Scarborough, LLP wish to copy the Defendant's check stubs, income tax returns, monthly utility bill, phone bill, installment loan account/s, delinquent accounts or any other bill, they can come by at any time and copy or inspect them without a Subpoena or Deposition. Other than bank records from 2007 to January 2011, these are the only records the Defendant has at home.

C) The Defendant's accounts at South Carolina Federal Credit Union and BB & T are now paperless. If the issuing attorney; Brian A. Calub, or any other attorney from Nelson Mullins Riley & Scarborough, LLP desires to inspect and/or copy the Defendant's bank records after January 2011, they are free to call BB & T and South Carolina Federal Credit Union to ascertain the cost per record.

4. Even though the Defendant never used the Defendant's bank records as a defense in this case, the Defendant would be more than happy to have these records copied. The Defendant's bank records will prove clearly, convincingly, conclusively, irrefutably and without controversy in this litigation or during any subsequent appeal that the Plaintiff, Wells Fargo Bank, N.A., and/or Wells Fargo Home Mortgage accepted, approved and funded an Illegally "Brokered Loan and Mortgage" in violation of South Carolina's Code of Laws **Section 37-23-40(1) & (2)**. Additional evidence of this violation can be found in Wells Fargo's document file. {Refer to Fargo's filed documents WF00066-WF00073}

5. **The Defendant alleges the Plaintiff, Wells Fargo Bank, N.A., has perpetrated and perpetuated a FRAUD upon the Defendant by the Plaintiff's continued support and defense of the Plaintiff's Illegally "Brokered Loan and Mortgage", Illegal "Predatory Lending Scheme" and "Home Improvement and Mortgage Fraud" that are based on the acceptance, approval and use of "Falsified", "Forged" and "Altered" documents.** The Defendant's following statements are not conclusions of law; rather, they are conclusions based on the facts. This is evidenced by this improper foreclosure proceeding and the correspondence in the Plaintiff's document file. The Plaintiff has demonstrated "Unclean Hands", and undeniably still seeks "Unjust Enrichment" on the Plaintiff's Illegally "Brokered Loan and Mortgage", Illegal "Predatory Lending Scheme" and "Home Improvement and Mortgage Fraud" {Refer to Wells Fargo's filed documents WF00121-WF00124, WF00127, WF00129 & WF00131}

A) Since the Plaintiff was duly notified by phone, correspondence and in the Defendant's pleadings from December 22, 2007 to the present about the illegalities of the loan, note and mortgage, the Plaintiff's response was; "It is distressing to hear of the problems you encountered." {Refer to Wells Fargo's filed documents WF00121 & WF00125} The Plaintiff's actions and reaction are indicative of a reckless disregard and indifference to clearly established law or a disregard of an obvious and high probability that the conduct and documentation the Plaintiff accepted, approved, used and relied upon from second and/or third parties for the Plaintiff lending purposes and lending decision were unlawful. {Refer to Wells Fargo's filed documents WF00001-WF00029} The Plaintiff did not and could not rely on any documentation from the Defendant because the Defendant's meager documentation was inadequate to approve a loan for profit. {Refer to Wells Fargo's filed documents WF00061-WF00062 & WF00118}

B) The Plaintiff's recklessness also denotes an aggravated and/or an extreme departure from standards of ordinary care. [Paraphrasing: "It is distressing to hear that our loan, note and mortgage are based on "Falsified", "Forged" and "Altered" documents that belong to someone else, were never ordered for you or by you, were "Fraudulently Induced" by omitting existing material facts, misrepresenting existing material facts, outright lies by others and our "False Accusations" about you"; but... all we did was provide financing."] {Refer to Wells Fargo's filed documents B & D, WF00120 & WF00125-WF00126}

C) Recklessness also entails the Plaintiff's action or inaction in the face of an unjustifiably high risk of harm and unlawfulness (WF00014-WF00026). The Plaintiff failed to act appropriately with the necessary care in the performance of duties and responsibilities in the face of a high and obvious risk of legal error after being duly notified. {Refer to Wells Fargo's file Exhibits B & D & filed documents WF00120 & WF00125-WF00126}

D) After being duly notified, the Plaintiff's determination to maintain the legality of an illegal transaction fell well outside and beyond the range of responsible judgment. The Plaintiff's willfulness to ignore well-established law and indifference to an high and obvious risk of unlawfulness is due to the Plaintiff's reliance on "Falsely Accusing" the Defendant. {Refer to Wells Fargo's filed documents WF00120, WF00125, WF00130 & WF00132}

E) (WF00066-WF00073) clearly, convincingly, conclusively, irrefutably and without controversy in this litigation or during any subsequent appeal proves the Broker violated Federal Law (The Fair Credit Reporting Act) by accessing the Defendant's credit information without written permission on October 3, 2007. The Defendant's authorization was not signed (Fraudulent Inducements or otherwise) until November 26, 2007. {Refer to Wells Fargo's filed documents WF00064 & WF00074}

F) The Plaintiff's documents (WF00064 & WF00074; as well as, WF00003, WF00010-WF00013, WF00016, WF00023-WF00027, WF00076 & WF00084 and the Defendant's filed reference to Section 40-58-70(1)) fully corroborates the Defendant's file statements that the -Seller - Thomas Jacobs, a/k/a, Thomas D. Jacobs represented the Broker as the Lender. This is evident in the Plaintiff's own documents.

6. Even though the Defendant has stated this many times, it cannot be overstated and/or repeated enough. The Plaintiff's actions are consistent with the Plaintiff's "Flawed Premise" and "Unsubstantiated Assumption". The "Flawed Premise"; "The Defendant is a

participant and not a **Victim**; and the **"Unsubstantiated Assumption"**; "The documents used to support the lending decision are not **"Falsified"**, **"Forged"** or **"Altered"**; when in fact, actuality and reality..... they are. **{Refer to Wells Fargo's filed documents WF00001-WF00029}**

A) The Plaintiff continues to tenaciously hold onto, support and defend the **"Flawed Premise"** and **"Unsubstantiated Assumption"** even though there is no evidence to support either. All the evidence in the Plaintiff's document file and in fact, reality and actuality, points to one inescapable conclusion: The Plaintiff and the Defendant are **Victims** of a well executed and orchestrated **"Home Improvement and Mortgage Fraud"**, an illegal **"Predatory Lending Scheme"** and an illegally **"Brokered Loan and Mortgage"** that the Defendant tried to stop **(Refer to Wells Fargo filed Exhibits B & D)** and the Plaintiff maintains. The Plaintiff's refusal to accept these facts and denial of these facts has led to additional **"Errors in Judgment"** and to the Plaintiff's own detriment. **{Refer to Wells Fargo filed document WF00027}**

B) If the Broker has never seen the Defendant, spoken to the Defendant, corresponded with the Defendant in any manner whatsoever until after January 9, 2008, how was it possible for the Broker to access the Defendant's credit information on October 3, 2007? **{Refer to Wells Fargo filed documents WF00066-WF00073}** and have a signed Broker's Agreement dated November 26, 2007? **{Refer to Wells Fargo filed documents WF00080-WF00081}** Of course, the Broker, the Seller and the Appraiser can now lie about everything. However, the recorded evidence in the Plaintiff's document file will dispel any lie the Broker and/or the Seller might tell relative to accessing the Defendant's credit information prior to the **"Fraudulently Induced"** signed Broker's Agreement and the remaining documentation in the Plaintiff's files relative to the Broker. **{Refer to Wells Fargo filed documents WF00030-WF00032, WF00064, WF00074, WF00083-WF00085, WF00087}**.

7. As long as the Plaintiff can **"Blame"** and **"Falsely Accuse"** the Defendant, the illusion of **"all we did was finance your loan"** can be maintained and perpetuated. However, the second the weight and preponderance of the evidence shatters that illusion, the naked truth becomes readily apparent, the Plaintiff is complicit in accepting, processing, approving, funding, maintaining and actively defending an Illegally **"Brokered Loan and Mortgage"**, an Illegal **"Predatory Lending Scheme"** and a **"Home Improvement and Mortgage FRAUD"**. **{Refer to Wells Fargo filed documents WF00001-WF00137}** These are not conclusions of law; rather, they are conclusions based on the evidence and the facts.

8. The evidence on the “Appraiser’s Invoice” to the Broker is clear, convincing, preponderant, irrefutable and not subject to controversy in this litigation or during any subsequent appeal that the file and job number 7-59 was assigned by the Appraiser to Jacobs. {Refer to Wells Fargo’s filed document WF00027} There is only one Jacobs that is identified in this litigation and that’s the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs. {Refer to Wells Fargo’s filed documents WF00003, WF00015-WF00029, WF00088, WF00090-WF00094, WF00109 & WF00111}

A) The original “Error in Judgment” and “False Accusation”;the broker ordered the appraisal for the Defendant, began with Janet Frotscher’s Executive Resolution Team in February of 2008 and has been effectively maintained since that point in time. {Refer to Wells Fargo’s filed documents WF00027 & WF00120}

B) However, the evidence is clear, convincing, conclusive, irrefutable and non-controversial that the 7-59 Appraisals were ordered by the Broker for the Seller – Thomas Jacobs, a/k/a Thomas D. Jacobs. This is a reality in fact and actuality and is evidenced by the “Invoice” from the Appraiser to the Broker that identifies Jacobs as the Borrower. {Refer to the Defendant’s filed reference to Wells Fargo’s filed document WF00027}

C) There is only one Jacobs associated with this transaction – the Seller – Thomas Jacobs a/k/a Thomas D. Jacobs. There is only one “Invoice”..... and the borrower on the ONLY “Invoice”..... is the Seller – Thomas Jacobs a/k/a Thomas D. Jacobs. The Broker did not order any Appraisal for the Defendant. Golden Gate Mortgage did not broker a loan for the Defendant. Golden Gate Mortgage brokered the loan for the Seller and was the legal conduit for the Seller to the Plaintiff’s, Wells Fargo Bank, N.A.’s, \$75,000.00. {Refer to Wells Fargo’s filed document WF00088 Entry #s 600 - 602}

9. There is only one job and file number -7-59;... and that job and file number was assigned by the Appraiser to the Seller – Thomas Jacobs, a/k/a Thomas D. Jacobs; and belongs to and identifies the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs as the Borrower and the Seller. {Refer to Wells Fargo’s documents WF00001-WF00027} There is only one Appraiser.... Jim H. Austin III... {Refer to Wells Fargo’s filed documents WF0001-WF00002, WF00008-WF00009, WF00014-WF00015, WF00021-WF00022, WF00027 & WF00078} The evidence shows Thomas Jacobs is the Borrower and the Seller for loan #708-0174072777.

A) There is no job and/or file number, from the Appraiser, that identifies the

Defendant. There are no supporting documents from the Broker, the Seller or the Plaintiff that the 7-59 file and job number was assigned to the Defendant. There are no supporting documents from the Appraiser, the Seller, the Broker or the Plaintiff that the 7-59 job and file number was assigned to anyone else. **{Refer to Wells Fargo's filed documents WF00001-WF00027}**

B) Therefore, any document that has a 7-59 file number belongs to and identifies the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs. The Plaintiff's Executive Resolution Team had a second significant "Error in Judgment", When Janet Frotscher "Falsely Accused" the Defendant of meeting with the Appraiser on September 14, 2007. **{Refer to Wells Fargo's filed document WF00125}**

C) The evidence is clear, convincing, conclusive, preponderant, irrefutable and non-controversial in this litigation or during any subsequent appeal that the Borrower that met the Appraiser on September 14, 2007, was the Seller – Thomas Jacobs, a/k/a Thomas D. Jacobs. **{Refer to Wells Fargo's filed documents WF00009 & WF00022}** This is additional evidence that loan #708-0174072777 was brokered by Golden Gate Mortgage for the Seller and not for the Defendant.

10. Since the Seller – Thomas Jacobs did not have a Building Permit to perform any major repairs in the City Limits of Orangeburg, South Carolina at any time, **{Re: The records of the City of Orangeburg's Building Inspector}** this can only mean no legitimate repairs could have been initiated or completed at 423 Bayne Street. Therefore, the Satisfaction Completion Certificate is "Falsified". No repairs were done. **{Refer to the Defendant's filed Exhibit 245 and to Wells Fargo's filed documents WF00009 & WF00022}** More evidence of Deceit and Deception by the Appraiser and the Seller.

A) Since the repairs to the property never happened, this means the improvements identified on the Appraisals are "Falsified" and "Outright Lies"; and the comparative properties in both Appraisals, are "Fraudulent Inducements" for the Plaintiff's Underwriters to accept and rely upon the "Inflated Value" of the "Forged" and "Falsified" Appraisals. **{Refer to the Defendant's filed reference to Wells Fargo's filed documents WF00001-WF00026 & the record of the City of Orangeburg's Building Inspector}** More evidence of Deceit and Deception by the Appraiser and the Seller.

B) Since the 7-59 job and file number from the Appraiser belongs to and identifies the Seller -Thomas Jacobs as the Borrower and the Seller, this means the Appraisal that is identified in the Plaintiff's files as **WF00001-WF00013** is a "Fraud". It is "Fraud" because of

“Forgery by Substitution” and this “Fraud” and “Forgery” was finalized on October 9, 2007 because it is signed and dated October 9, 2007. {Refer to Wells Fargo’s filed document **WF00008**}

C) Appraisal **WF00014-WF00026** is an obvious “Fraud” and “Forgery” because the Defendant was not the property owner of record on October 8, 2007. {Refer to the Defendant’s filed Exhibit 236 and to Wells Fargo’s filed documents **WF00016 & WF00059**} More evidence of Deceit and Deception by the Seller and the Appraiser.

D) The Plaintiff’s document file has two (2) Appraisals (**WF00001-WF00013 & WF00014-WF00026**), both “Frauds” and “Forgeries”, and both dated and finalized on the same day, October 9, 2007. {Refer to Wells Fargo’s filed documents **WF00008 & WF00021**} More evidence of Wells Fargo’s Home Mortgage “Errors in Judgment”, lack of “Due Diligence” and “Negligence” in the performance of duties and responsibilities.

E) These are the same “Falsified” and “Forged” 7-59 Appraisals that belong to and identifies the Seller – Thomas Jacobs that Janet Frotscher’s Executive Resolution Team reviewed and found acceptable for lending purposes after being duly notified they were “Frauds” and “Forgeries”. {Refer to Wells Fargo’s filed documents **B & D and WF00120 & WF00125**} More evidence of Janet Frotscher’s Executive Resolution Team’s “Errors in Judgment”.

11. Additional evidence of “Fraud” and “Forgery” can be found in the Contract of Sale. The Contract of Sale has been “Altered” and the initials on the alteration do not match or even remotely resemble the Defendant’s. {Refer to the Defendant’s filed Exhibits 140-141 that came from Wells Fargo Home Mortgage and to Wells Fargo’s filed documents **WF00028-WF00029** that came from Nelson Mullins Riley & Scarborough, LLP; then compare the initials on the “Altered” and “Forged” Contract of Sale (**WF00028**) to Wells Fargo’s filed documents **WF00034, WF00037, WF00039-WF00040 & WF00042-WF00058**}

A) The evidence is clear, convincing, conclusive and irrefutable that the initials do not belong to the Defendant. Furthermore, the Plaintiff has not presented any evidence in the form of a “Signature Affidavit with Initials” or any other documentation that the initials belong to the Defendant. The Plaintiff’s document file only has a name “Affidavit”. {Refer to Wells Fargo’s filed document **WF00101**}

B) Since the Defendant’s Exhibits 140-141 and Nelson Mullins Riley & Scarborough, LLP’s filed documents **WF00028-WF00029** came from the Plaintiff, the evidence strongly suggests that someone at Wells Fargo Home Mortgage could have also

“Altered” and “Forged” the Contract of Sale. Despite all the “Forgery” the figures still do not match and indicate a “Fraudulent” loan transaction. {Refer to Wells Fargo’s filed document WF00088 Entry #603 and WF00029}

12. Even without the “Fraud” and “Forgery” on the Contract of Sale and the Satisfaction Completion Certificate, the “Fraud”, “Forgery” and “Fraudulent Inducements” on the 7-59 Appraisals that clearly belong to and identifies the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs as the Borrower and the Seller, the loan, mortgage and note are still an illegal transaction because they were not brokered according to South Carolina’s Code of Laws. {Refer to Sections 40-58-30, 40-58-70 & 40-58-78}

A) Since the Seller – Thomas Jacobs brokered the Loan and Mortgage entirely by himself, {Refer to the Defendant’s filed Exhibit 245} and the evidence clearly indicates Golden Gate Mortgage was simply a necessary and convenient conduit to Defraud the Plaintiff out of \$75,000.00 {Refer to Wells Fargo’s filed documents WF00080-WF00081}, the loan, note and mortgage; by law, are an illegal loan transaction and is therefore not enforceable under State law. {Refer to Wells Fargo’s filed documents WF00001-WF00137} The Seller was not a licensed “Loan Broker” or a licensed “Loan Originator”. {Re: The Loan Originator Records in the files of South Carolina’s Department of Consumer Affairs}

B) The evidence in the Plaintiff’s document files proves clearly, convincingly and irrefutably that Wells Fargo Home Mortgage was already “Fraudulently Induced” to accept and approve the loan, note and mortgage by representations and presentations from the Seller, the Broker and the Appraiser before the Defendant showed up to signed any documents. {Refer to Wells Fargo’s filed documents WF00109 [Dated: 11/27/2007] WF00030-WF00032 & WF00065 [Dated: 12/04/2007] & WF00034-WF00038, WF00103-WF00104, WF00109, WF00115 & WF00119 [Dated: 12/20/2007]}

C) The loan was already mired in “Fraud”, “Deceit” and “Deception” before the Defendant signed the “Fraud in the Inducement” Broker’s Agreement. {Refer to Wells Fargo’s filed documents WF00009 & WF00022 [Dated: 09/14/2007], WF00066-WF00073 [Dated: 10/03/2007] & WF00001-WF00027 [Dated: 10/08-09/2007]}

D) The “Fraudulent” Loan, Note and Mortgage have been perpetuated by maintaining the original “False Accusations”. {Refer to Wells Fargo’s filed documents WF00120, WF00125-WF00126, WF00130 & WF00132- WF00133} Filing “False Statements”

relative to the Defendant. {Refer to Nelson Mullins Riley & Scarborough, LLP's Case Status Updates}, "Misleading" the Defendant and "Deceiving" the Defendant. {Refer to the Defendant's filed Exhibit 235}

THE DEFENDANT'S DEFENSES AND COUNTERCLAIMS ARE BASED ON DOCUMENTS FROM THE PLAINTIFF AND SECOND OR THIRD PARTIES

13. The evidence is clear, convincing, conclusive, irrefutable and not subject to controversy in this litigation or during any subsequent appeal that the documents that are the basis of the Defendant's Defenses and Counterclaims came from the Plaintiff, i.e., Wells Fargo Bank, N.A., or Wells Fargo Home Mortgage and second or third parties; i.e., the Broker, the Appraiser and/or the Seller. The evidence is also clear, convincing, conclusive, irrefutable and not subject to controversy in this litigation or during any subsequent appeal that the Plaintiff already has these documents and Nelson Mullins Riley & Scarborough, LLP has had them for over 3 years.

A) The documents and/or material upon which the Plaintiff, Wells Fargo Bank, N.A., has based its allegations and Claims against the Defendant also come from the same second and/or third parties.

B) The evidence is very clear, convincing, conclusive, irrefutable and not subject to controversy in this litigation or during any subsequent appeal that the Plaintiff's lending decision was based on "Errors in Judgment", failure to "Exercise Due Diligence", Negligence", failure to "Substantially Comply" with lawful statutes, "Fraudulent" information from second and/or third parties, misstatement of existing material facts, misrepresentation of existing material facts from second and/or third parties, omission of existing material facts and presentations and representations from second and/or third parties and in some cases "Outright Lies" from the same second and/or third parties.

C) As previously stated, in the Defendant's *Objection to Notice of Taking Deposition*, the documents that relate to the Claims raised by the allegations in Wells Fargo's Complaint and the Defenses and Counterclaims raised by the Defendant belong to the Plaintiff, Wells Fargo Bank, N.A., and/or second and/or third parties. The Defendant is not an employee, officer, director or authorized representative of or from any second and/or third party or Wells Fargo Bank, N.A. Therefore, the Defendant has no personal knowledge of their operations, procedures, corporate records and/or personal records and/or decision-making processes that a Deposition by the Defendant or a Motion to Compel Discovery can reveal or attest to.

D) The Defendant has no other documents at home or anywhere else relative to the substantive issues in this case to copy and/or inspect that would justify a another Notice of Taking Deposition, a Subpoena Duces Tecum or a Motion to Compel Discovery from Brian A. Calub or any other attorney/s at and/or from Nelson Mullins Riley & Scarborough, LLP.

E) Consequently, in the event the Law Firm of Nelson Mullins Riley & Scarborough, LLP still seek to harass the Defendant with needless, useless and/or unnecessary Motions, Subpoenas and/or Depositions, the Defendant will object and **pursuant to SCRCR Rules 45(c)(1) and 26(c)**, the Defendant will Demand protection from the Court to prevent further harassment, persecution, undue burden, annoyance and unjustifiable legal oppression.

SUBSTANTIAL COOPERATION AND COMPLIANCE

14. The Defendant has always substantially complied with and cooperated with any reasonable request for information, materials and/or documents from the Plaintiff and/or the Plaintiff's current attorneys Nelson Mullins Riley & Scarborough, LLP for over 3 years. Unless the real goal of an Oral Deposition is an illegal attempt to trap the Defendant for whatever devious or perverted reason that is not related to the subject matter of the litigation or obtaining admissible evidence, there is no information, materials and/or documents the Law Firm cannot receive from the Defendant simply by asking for it. Any other statement/s, testimony and/or attestations the Law Firm desires to receive from the Defendant can be obtained by asking for it; as long as the request for information is **pursuant to SCRCR Rules 31(a), 33(a) and 36(a)**.

OBJECT AND SEEK PROTECTION

15. The Defendant will object to any Motion to Compel Discovery for document/s and/or material/s the Plaintiff already has or Nelson Mullins Riley & Scarborough, LLP already have and will object to any Subpoena or Notice of Taking Deposition that is a nuisance, frivolous, lacks relevance, annoying, harassing, oppressive, creates undue burden, duplicative, persecutive, and/or procedurally defective that is not pursuant to SCRCR's Rules or consistent with SCRCR's Rules. The Defendant will seek the Court's protection from any abuse by any Officer of the Court **pursuant to SCRCR Rules 45(c)(1) and 26(c)**. The Defendant has clearly shown the Documents and material that are the basis of the Defendant's Counterclaims and Defenses were sent to the Defendant by Nelson Mullins Riley & Scarborough, LLP and the Plaintiff, Wells Fargo Bank, N.A., and/or Wells Fargo Home Mortgage. {Refer to Wells Fargo's filed documents WF00001-WF00137}

**THE COURT LACKS "SUBJECT MATTER JURISDICTION"
AND THE PLAINTIFF LACKS "STANDING"**

16. Based on the documents the Plaintiff does not have in the Plaintiff's files, a copy of the Seller's Building Permit and a copy of the Seller's "Loan Originator's" or "Broker's" license, in addition to the Plaintiff's failure to "Substantially Comply" with an Order of Court that has yet to be remedied by the Court, the Plaintiff's Complaint against the Defendant must be **DISMISSED with PREJUDICE** as a matter of Law because the Court no longer has "Subject Matter Jurisdiction". The Plaintiff has no legal authority, statutory authority or "Standing" because the Defendant's "Fraudulent" Loan, Note and Mortgage were brokered in violation of South Carolina's Code of Laws by an unlicensed Seller.

A) As a direct result of the Plaintiff's complicity in accepting, processing, approving and funding an Illegally "Brokered Loan, Note and Mortgage, the Plaintiff lacked "Standing" from the very beginning to file a Summons and Notice, a Complaint or pursue this Action under any provision of the UCC (Uniform Commercial Code), any Federal Law, Statute, Rule or Regulation; any Rule of Civil Procedure; any Common Law Statute; or under any applicable South Carolina Code of Law/s. There are no Laws in South Carolina's Code of Laws that will allow the Plaintiff to profit from illegal activity. Therefore, the Court has no "Subject Matter Jurisdiction" relative to this Action and **pursuant to SCRCP Rule 12(h)(3)**, the Plaintiff's Claim must be Dismissed forthwith with Prejudice and the Defendant awarded Just and Fair Compensation that includes any "Punitive Damages".

B) The Plaintiff's jurisdictional defect resulting from a lack of "Standing" cannot be cured or remedied. When the absence of "Subject-Matter Jurisdiction" is noticed by the Court, or pointed out to the Court, the Court has no jurisdiction or legal authority to entertain further motions or pleadings in the case. The Court can do nothing but **DISMISS** the Action forthwith. It is well established and settled law, that any action taken by a Court lacking "Subject Matter Jurisdiction" is null and void.

C) The Plaintiff's "Fraudulent" Loan, Note and Mortgage are also "Null" and "Void". Not only did the Plaintiff accept, process, approve and fund an Illegally "Brokered Loan and Mortgage", the representations and documentation that the Plaintiff relied upon for its lending decision are "Falsified", proven "Forgeries" and verifiably "Altered" and these documents and materials are identified by job and file number as belonging to the Seller – Thomas Jacobs and not the Defendant. **{Refer to Wells Fargo's filed documents WF00001-WF00027}**

D) In addition to accepting, processing, approving and funding an Illegally "Brokered Loan and Mortgage"; without a copy of a valid "Building Permit" from the City of Orangeburg, South Carolina in the Seller's name – Thomas Jacobs, a/k/a, Thomas D. Jacobs or any company and/or firm and/or corporation and/or enterprise and/or any legitimate for profit and/or non-profit entity of which Thomas Jacobs is an authorized representative, officer, staff member or executive and/or owned and/or operated by Thomas Jacobs, a/k/a, Thomas D. Jacobs, the Plaintiff is complicit in perpetuating an Illegal "Predatory Lending Scheme" and a "Home Improvement and Mortgage Fraud" that involves the acceptance, approval and use of "Falsified", "Forged" and/or "Altered" documents. {Refer to Wells Fargo's filed documents WF00001-WF00029}

17. Based on the evidence in the Plaintiff's document file, the Plaintiff lacks "Standing" to proceed in this Action. Since the Plaintiff has no legitimate "Standing", the Court has no "Subject Matter Jurisdiction" relative to the Plaintiff's Complaint and "Cause of Action", therefore...

A) The Plaintiff cannot "State a Claim" or allege any facts sufficient to state a legitimate "Cause of Action" and therefore, the Court must Dismiss with Prejudice any Claim alleged by the Plaintiff pursuant to SCRPC Rules 12(b)(1) and/or 12 (b)(6) and/or 12(h)(3).

B) The Plaintiff is effectively barred from any relief sought in this case because the Plaintiff failed to take decisive action that would have avoided the damages and/or losses the Plaintiff Claims. The Plaintiff was duly notified by the Defendant. Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" Errors in Judgment", failure to "Substantially Comply" with lawful statutes and reliance on "Incompetent Legal Advice" and to the Plaintiff's own detriment.

C) The Plaintiff cannot Joinder any Indispensible Second and/or Third Party that has been identified in this litigation to help the Plaintiff resolve any issues relative to the Plaintiff's Claims against the Defendant. Any Second and/or Third Party so Joindered in this case would be equally guilty, lack "Standing" and nullify the Court's "Subject Matter Jurisdiction". There are no current Laws and/or Rules of Civil Procedure that will allow a Second and/or Third Party Joindered with the Plaintiff to profit from activities and/or act/s and/or action/s that have violated the laws of the State of South Carolina. {Refer to the Defendant's filed reference to

Sections 16-13-10, 37-23-30, 37-23-40, 37-23-45, 37-23-60, 37-23-70, 40-58-30, 40-58-70 & 40-58-78}

NO CASE LAW AND NO PRECEDENT

18. There is no case law of any verdict by a Jury and/or any Judicial Ruling and/or Court Order that has upheld a “Fraudulently Induced” and/or “Fraudulent” contract, security instrument, agreement and/or accord of any kind after “Fraud” was determined and/or established or illegal acquisition. Equally absent, as a precedent, is the failure of a lender and/or bank, local, state, national, international and/or otherwise, not to act decisively when allegations of “Fraud” and/or “Suspected Fraud” have been raised as an issue and/or relative to a financial transaction. Consequently, the actions and the lack of definitive action by the Plaintiff, a lender and a national bank is unprecedented. Therefore, any loss the Plaintiff has incurred and/or may incur in the future are due to the Plaintiff’s own failures and to the Plaintiff’s detriment.

CONCLUSIONS

19. The Law Firm of Nelson Mullins Riley & Scarborough, LLP has failed to “Substantially Comply” with an Order of Court. Every 30 days means every 30 days. Substantial Compliance means notifying the Court every 30 days until the Order is rescinded or reversed. [Direct Quote] “If the action is stayed, the party seeking foreclosure will advise the court of the status of the matter every thirty (30) days; the failure to do so may result in dismissal of the action.” [End Direct Quote] Any failure to comply with an Order of Court is a Contempt of Court. Sanctions, reprimands or penalties are appropriate responses for Contempt.

A) The Plaintiff is also in a state of Contempt of Court for failing to “Substantially Comply” with the Supplemental Directive of the **May 22, 2009 Supreme Court of South Carolina Order for Foreclosure Cases** entitled **ADMINISTRATIVE ORDER**, that stated in pertinent parts... [Direct Quote] “Servicers must use reasonable efforts to contact borrowers facing foreclosure to determine their eligibility for the HMP, including in-person contacts at the servicer’s discretion.” [End Direct Quote] During the stated dates and times in question, the Plaintiff did not make any attempt to contact the Defendant. Because of the Plaintiff’s failed compliance, the Plaintiff has no authority or “Standing” within the judicial system to issue any pleadings, subpoenas, motions or make a request of the Defendant.

B) The Law Firm of Nelson Mullins Riley & Scarborough, LLP has consistently filed "False Statements" relative to the HMP. [Direct Quote] "Moreover, Wells Fargo attempted to contact the Defendant regarding her eligibility for a loan modification under the HMP, but has been unsuccessful in those attempts." [End Direct Quote] This statement is an absolute lie.

C) The Law Firm of Nelson Mullins Riley & Scarborough, LLP has consistently filed a "Misleading Statement" that has deceived the Defendant. [Direct Quote] "that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP" [End Direct Quote] This statement is an absolute lie.

D) The Plaintiff never had a program, process, policy or procedure that could or would modify the Defendant's "Fraudulent" Loan, Note and Mortgage. **The Plaintiff's filed Affidavit is also an ABSOLUTE LIE. {Refer to the Defendant's filed Exhibit 235}** A letter from the Law Firm of Nelson Mullins Riley & Scarborough, LLP has admitted this fact.

E) On or about July 5, 2011, the Defendant signed for and then received a Certified Letter, [#7160 3901 9848 0775 0683], that can be clearly identified as coming from Nelson Mullins Riley & Scarborough, LLP {Refer to the Defendant's filed Exhibit 217} The sender of the letter is supposedly, Elizabeth Scott Moise. The letter is dated, June 29, 2011. The letter also has the purported signature of Elizabeth Scott Moise. {Refer to the Defendant's filed Exhibit 218, Page 2}

F) The Defendant will quote verbatim from Paragraph 1, Sentences Number 2 and 3 of this letter. [Direct Quote] "Your Response and Request state that you will participate in Foreclosure Intervention only under the following condition: The Plaintiff must provide Defendant with a copy of Plaintiff's policy, process and/or procedure for settling a 'Fraudulent, Loan, Note and Mortgage'. Plaintiff does not have such a policy, process, or procedure." [End Direct Quote]

20. The Plaintiff and the Plaintiff's Law Firm as a direct result of committing and participating in the aforementioned acts outlined in Paragraph 19 and in Subparts 19A –19 F) have demonstrated in this foreclosure proceeding a level of callous disregard for judicial ethics and protocol that can only be characterized as a legal abomination.

21. As a direct result of the unethical behavior by Officers of the Court, the Law Firm of Nelson Mullins Riley & Scarborough, LLP may have committed a **FRAUD** upon the Court and definitely has committed a **FRAUD** upon the Defendant. The Plaintiff, by virtue of

acts and behavior that are clearly identified in the Plaintiff's document file, has also committed and perpetuated a **FRAUD** upon the Defendant; i.e., sending out collection notices to demand payment on an Illegally "Brokered Loan and Mortgage", an Illegal "Predatory Lending Scheme" and a "Home Improvement and Mortgage Fraud". {Refer to Wells Fargo's filed documents **WF00122,-WF00124, WF00127, WF00129 & WF00131**}

22. The evidence in the Plaintiff's document file clearly, convincingly, conclusively, and irrefutably and without controversy in this litigation or during any subsequent appeal proves that the documents the Plaintiff relied upon for its lending decision belong to the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs and not the Defendant. The Plaintiff has admitted the verifiably "Falsified" and "Forged" 7-59 Appraisals (**WF00001-WF00026**), the verifiably "Falsified" 7-59 Satisfaction Completion Certification" (**WF00009 & WF00022**) and the "Altered" and "Forged" Contract of Sale (**WF00028 & WF00029**) are the supporting documents that were used in whole or in part for the Plaintiff's lending decision. Those documents belong to the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs. **Therefore, liability for the loan belongs to the Seller, the Appraiser and the Broker.... and not the Defendant.**

A) Based on the evidence in the Plaintiff's document file, the Golden Gate Mortgage Broker's Agreement (**WF00080-WF00081**) is an **ABSOLUTE LIE** that is based on Deceit and Deception. The Plaintiff's document file does not contain any evidence that Golden Gate Mortgage notified Wells Fargo Home Mortgage that Golden Gate Mortgage was an agent for, represented, and was acting on behalf of the Seller – Thomas Jacobs, a/k/a Thomas D. Jacobs and was not an agent for, represented or was acting on behalf of the Defendant.

B) This fact is clearly evidenced by the **Invoice** from the Appraiser (**WF00027**) with the 7-59 file and job number that the Appraiser assigned to the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs. Janet Frotscher's Executive Resolution Team has already admitted (**WF00120 & WF00125-WF00126**).... that it was the Broker that sent the 7-59 Appraisals (**WF00001-WF00026**) to Wells Fargo Home Mortgage and not the Defendant.

C) There is no evidence the Broker ordered any supporting documents for the Defendant. There is no evidence the Broker notified Wells Fargo Home Mortgage that the 7-59 Appraisals belonged to the Seller. There is no evidence the Broker told Wells Fargo Home Mortgage to use the Seller's supporting documents for the Defendant. Therefore, the signed Golden Gate Mortgage Broker's Agreement that was given to the Defendant by the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs (**WF00080-WF00081**) is a **Sham** and a **Scam**. All the

documents the Broker sent to Wells Fargo Home Mortgage to support the lending decision belonged to the Seller.... and were done for the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs.

D) Sham is defined in law as something that is false, deceptive, misleading, or otherwise not genuine. **Scam** is a slang expression that is used to identify a Fraudulent Business Scheme that is intended to deceive and deprive by deceit. Consequently, the Defendant's "Fraudulent" Loan, Note and Mortgage were a **Scam** and **Sham** before the Defendant showed up at the Player Law Firm to sign any documents on December 21, 2007.

E) Not only did the Seller deceive the Defendant with "False Promises" of reducing the price during the closing, Wells Fargo Home Mortgage also deceived the Defendant by funding a loan that is based on the verifiably "Falsified" and "Forged" supporting documents (**WF00001-WF00026**) that are clearly identified by the Appraiser's Invoice (**WF00027**) as belonging to someone else..... and.... were done for someone else..... the Seller – Thomas Jacobs, a/k/a, Thomas D. Jacobs. Based on the evidence in the Plaintiff's document file, Wells Fargo Home Mortgage or Wells Fargo Bank, N.A. in fact, reality and actuality approved the loan for the Seller – Thomas Jacobs, a/k/a Thomas D. Jacobs.... and not for the Defendant.

F) Wells Fargo Home Mortgage and/or Wells Fargo Bank, N.A., paid the Seller \$75,000.00 (**WF00088 Entry #602**), and based the lending decision on the Seller's documents, the Seller's representations and the Seller's illegal brokering activities{**Re: the Seller is not listed in the Loan Originator or Broker Records in the files of South Carolina's Department of Consumer Affairs & the Seller is not listed in the Building Permit Records in the files of the City of Orangeburg's Building Inspector**}

G) The lending decision was indirectly made as a direct result of the Deceit and Deception by the Appraiser and the Broker. The Plaintiff has not provided any evidence that the Broker and/or the Appraiser notified the Plaintiff that the supporting documents for the lending decision (**WF00001-WF00026**) belonged to the Seller – Thomas Jacobs, a/k/a Thomas D. Jacobs and did not belong to.... or were done..... for the Defendant.

H) The Plaintiff has "Falsely Accused" the Defendant relative to these supporting documents {**Refer to Wells Fargo's filed documents WF00120, WF00125-WF00126, WF00130 & WF00132-WF00133**} There is no evidence to support the Plaintiff's "Accusations". Therefore, the Defendant is not responsible or liable for the money the Plaintiff gave the Seller (**WF00088 Entry #602**) – Thomas Jacobs, a/k/a, Thomas D. Jacobs in violation of South Carolina's Code of Laws. {**Refer to the Defendant's filed reference to Sections**

16-13-10, 37-23-30, 37-23-40, 37-23-45, 37-23-60, 37-23-70, 40-58-30, 40-58-70 & 40-58-78}

I) Not only has the Plaintiff perpetuated this **Scam** and **Sham** upon the Defendant, the Plaintiff has “Abused the Legal Process” by bringing this **Scam** and **Sham** Mortgage, Loan and Note into the Court of Common Pleas to foreclose on it. The Plaintiff’s Complaint is in essence a **Sham Pleading**. A **Sham Pleading**, in civil practice, is a pleading that is sufficient on its face (**WF00001-WF00137**) but is so clearly and indisputably false that it presents no real issue of fact to be determined by a trial (**WF00027**).

J) In addition to no “Standing” and the Court not having “Subject Matter Jurisdiction”, the Plaintiff’s Complaint should also be Dismissed because it is a **Sham Pleading**. The evidence in the Plaintiff’s document file is clear and irrefutable. The Plaintiff’s Claim is not supported by the facts in reality or actuality. The evidence the Defendant is an innocent **Victim** of the Seller’s, the Broker’s and the Appraiser’s “Fraud”, Deceit and Deception and the Plaintiff’s “Errors in Judgment”, “Negligence” and lack of “Due Diligence”, are the signed documents in the Plaintiff’s possession. (**WF00001-WF00137**) Whatever loss the Plaintiff has incurred is due to the Plaintiff’s own failures, policies and procedures.

23. In addition to the Plaintiff’s Errors in Judgment”, “Negligence” and lack of “Due Diligence”, the Defendant was continuously **Victimized** by the Plaintiff’s “Fraud”; i.e., “False Accusations”, acceptance, approval, use and reliance on “Falsified”, “Forged” and “Altered” documentation from second or third parties and filing “Misleading Information” relative to the HMP. {Refer to the Defendant’s filed Exhibit 235} Now... the Defendant is being **Victimized** in the Court by the “Fraud” of Nelson Mullins Riley & Scarborough, LLP; i.e., Filing “False Statements” and “Misleading Statements” relative to the Defendant, the HMP and Foreclosure Intervention. {Refer to the Law Firm’s filed Case Status Updates & the Defendant’s filed Exhibit 218} “Fraud” always, without exception, has a **Victim**.

24. Based on the facts, the evidence and the level of abuse the Defendant is experiencing in this case, the Defendant must seek the Court’s protection from further abuse, unjustified and unwarranted legal persecution and from annoying, harassing, oppressive, duplicative and/or persecutive legal tactics by Officers of the Court. Until this Action is Dismissed, the Court has the authority under the Rules to act on its own initiative to protect the Defendant after reasonable notice, for good cause shown and **pursuant to SCRCR Rules 26(c) and 45(c)(1)**.

WHEREFORE, the relief sought by the foregoing LEGAL MEMORANDUM SUPPORTING THE DEFENDANT'S OBJECTION TO NOTICE OF TAKING DEPOSITION OF DEFENDANT DOROTHY SISTRUNK ISSUED BY NELSON MULLINS RILEY AND SCARBOROUGH, LLP that is dated September 21, 2011; Picked up from the Post Office in Orangeburg, South Carolina as Certified Mail on September 23, 2011 and filed on September 30, 2011 and SUPPORTING THE DEFENDANT'S DEMAND FOR THE PROTECTION OF THIS COURT PURSUANT TO SCRPC RULES 45(c)(1) and 26(c) should be granted forthwith without further delay.

Respectfully submitted,
Dorothy Sistrunk
423 Bayne Street
Post Office Box 217
Orangeburg, South Carolina 29115
(803) 268-0716

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing OBJECTION TO NOTICE OF TAKING DEPOSITION has been furnished by U.S. mail to:

Nelson Mullins Riley & Scarborough LLP
ATTN: Brian A. Calub @
1320 Main Street
17th Floor
Columbia, SC 29201
POB 11070
Columbia, SC 29211-1070

Tel: 803-799-2000
Fax: 803-256-7500

I HEREBY CERTIFY that a true and correct copy of the foregoing OBJECTION TO NOTICE OF TAKING DEPOSITION has been furnished by U.S. mail to:

South Carolina's Judicial Department's
Office of Disciplinary Counsel
1015 Sumter Street
Suite 309
Columbia, South Carolina 29201

Telephone: (803) 734-2038
Fax: (803) 734-1964

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 10th
day of October in the year 2011 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): Shirika Mayfield-Hamilton
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On October 10, 2011 before me appeared Dorothy Sistrunk and proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument presents this document. WITNESS my hand and
official seal.

Notary Shirika Mayfield-Hamilton
(Signature)

My Commission Expires

Commission Expires August 1st, 2017

(Seal)

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N. A.

Civil Action No. **2008-CP-38-1024**

Plaintiff,

**THE DEFENDANT OBJECTS TO
MOTION TO COMPEL DISCOVERY
BY DEPOSITION OF DEFENDANT
DOROTHY SISTRUNK AND
THIRD PARTY WITNESS
GEORGE SISTRUNK
SUBJECT TO RULE 38(b)
A PRIORITY MATTER
October 24, 2011**

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC
2011 OCT 24 A 10:14

Vs.

Dorothy Sistrunk;

Defendant.

Comes now the Defendant Dorothy Sistrunk to file this OBJECTION TO MOTION TO COMPEL DISCOVERY OF DEFENDANT DOROTHY SISTRUNK AND THIRD-PARTY WITNESS GEORGE SISTRUNK SUBJECT TO RULE 38(b), A PRIORITY MATTER that is dated October 14, 2011 and received on Saturday, October 15, 2011 by Federal Express and to DEMAND THE PROTECTION OF THIS COURT PURSUANT TO SCRPC RULES 26(c) and 45(c)(1). A MOTION has already been filed to DISMISS this Complaint with PREJUDICE and JUST and FAIR COMPENSATION. Additional reasons for objecting to the MOTION TO COMPEL DISCOVERY shall be stated herein.

OPENING STATEMENTS

To: The Court of Common Pleas. The Defendant Demands a copy of this pleading in it's entirety with attached exhibits be faxed or mailed to South Carolina's Judicial Department's

Office of Disciplinary Counsel
1015 Sumter Street
Suite 309
Columbia, South Carolina 29201
Telephone: (803) 734-2038
Fax: (803) 734-1964

ATTEST: TRUE COPY

Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

-1-

**OJECTION AND RESPONSE TO MOTION TO COMPEL DISCOVERY BY
DEPOSITION OF DEFENDANT DOROTHY SISTRUNK AND
THIRD-PARTY WITNESS GEORGE SISTRUNK**

Pursuant to Rule 26(c) [alternatively] SCRPC, the Defendant Objects to any Motion to Compel Discovery for the following reasons: {Custody & control must exist & compel is only used after failing to comply. Rule 37(a)(2) SCRPC}

**SECTION I:
ADDITIONAL REASONS FOR OBJECTION TO COMPEL DISCOVERY**

1. There are too many unresolved issues of fact and law that must be decided by the Court. In addition, Wells Fargo has had ample opportunity for discovery since 2008. Wells Fargo's harm was caused by second and/or third parties and not the Defendant. Since 2008, Wells Fargo's claim against the Defendant has been maintained by "Falsely Accusing" the Defendant relative to the supporting documents Wells Fargo relied upon for its lending decision. The supporting documents came from second and/or third parties and not from the Defendant. Consequently, responding to the Plaintiff's motion to Compel Discovery by Deposition in the unnumbered paragraph that begins with Pursuant to Rules, the Defendant alleges Wells Fargo has violated the Rules and no longer has any authority or "Standing" to file any motions.

A) Wells Fargo failed to "Substantially Comply" with a Valid Supreme Court Order. [Re: Section (3) & Subsection [4] of Administrative Order #2009-05-22-01] This matter of failed compliance must be decided by the Court before Wells Fargo can request anything further.... of.... or from.... the Defendant.... or the Defendant's Witness.

B) In addition, Wells Fargo's Motion to Compel violates key provisions **Rules 26, 30, 37, and 45** and is not consistent with or pursuant to the Rules except in broad general terms. Wells Fargo's actions; relative to Wells Fargo's Motion to Compel, must be considered as harassment and not genuine discovery. Therefore, Wells Fargo's Motion to Compel and any related assumption/s motions and/or filing/s must be summarily dismissed and denied.

2. The only real relevance and use **Rule 26 SCRPC** has for Wells Fargo is the word [deposition/s] is included in the language of the Rule. Wells Fargo's Motion to Compel Discovery is not entirely pursuant to **Rule 26 SCRPC**. In fact, Wells Fargo Motion to Compel actually violates key provisions of **Rule 26(a)(i)(ii)(iii) SCRPC** [boldness shall be added for

emphasis to expose Wells Fargo's misuse and violations of the Rules].

3. **Rule 26 SCRCF** states in pertinent parts... "Parties may obtain discovery by one or more of the following methods: depositions upon oral examination or written questions; written interrogatories; production of documents or things or permission to enter upon land or other property, for inspection and other purposes; physical and mental examinations; and requests for admissions. The frequency or intent of use of discovery methods set forth in subdivision (a) shall be limited by the court if it determines that:

(i) the discovery sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive;

a) Wells Fargo's Motion to Compel Discovery is a violation of the Rule, not pursuant to it. Wells Fargo's motion is trying to compel a discovery that is unreasonable, cumulative and duplicative. Wells Fargo and Nelson Mullins Riley & Scarborough, LLP already have the relevant documents. The documents were not created by the Defendant or the Defendant's Witness and were sent to the Defendant by Nelson Mullins Riley & Scarborough, LLP and Wells Fargo Home Mortgage.

b) Wells Fargo's Motion violates the Rule because the documents requested must be obtained from other sources, i.e., Wells Fargo Home Mortgage, Golden Gate Mortgage – the Broker, Thomas Jacobs – the Seller, Jim H. Austin III – the Appraiser, S. C. Department of Consumer Affairs and the City of Orangeburg Building Inspector... and not from the Defendant or the Witness.

c) Wells Fargo's Motion is harassing and persecutive because neither the Defendant nor the Witness is an employee, officer, director or authorized representative of.. or from.. any second or third party or Wells Fargo Bank, N.A. Therefore, neither the Defendant nor the Witness has any personal knowledge of operations, procedures, corporate or personal records or decision-making processes that a Deposition from the Defendant or the Witness can reveal or attest to by a Motion to Compel. Wells Fargo's Motion to Compel violates the Rule because it is more convenient, less burdensome and expensive to obtain the documents from the individuals and/or companies that have them. Wells Fargo has not identified or designated any documents, established any custody or control by verifiable evidence and has simply ignored the remaining provisions of Rule 26 SCRCF.

(ii) the party seeking discovery has had ample opportunity by discovery in the action to obtain the information sought;

Wells Fargo's request violates the Rule because Wells Fargo has had ample opportunity for discovery since 2008. Wells Fargo's Resolution Team has known all details about this case since 2008. Therefore, Wells Fargo is misleading and deceiving the Court; and frankly, telling an absolute lie.... by claiming the Defendant has prejudiced Wells Fargo's ability to prepare for a trial.

(iii) the discovery is unreasonably burdensome or expensive taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the issues at stake in the litigation. [for reasons already stated and incorporated by reference as though fully set forth herein.] The court may act upon its own initiative after reasonable notice or pursuant to a motion under subdivision (c) of this Rule."

4. Wells Fargo's Motion to Compel Discovery by Deposition clearly and beyond any reasonable doubt violates **Rule 26(e) SCRCF** which states in pertinent parts...

"A party who has responded to a request for discovery with a response that was complete when made is under no duty to supplement his response to include information thereafter acquired, except that requests for discovery under Rules 31, 33, 34, and 36 shall be deemed to continue from the time of service until the time of trial of the action so that information sought, which comes to the knowledge of a party, or his representative or attorney, after original answers have been submitted, shall be promptly transmitted to the other party."

The Defendant has nothing new to transmit to Wells Fargo. Therefore, Wells Fargo's Motion to Compel is proof of inflicting hardship on the Defendant and the Defendant's Witness because the request completely violates these Rules, **The Defendant has already "Substantially Complied" with the requirements of Rules 33, 34 and 36.** Consequently, Wells Fargo's Motion to Compel Discovery is verifiably being used as a means to harass and persecute the Defendant and the Defendant's Witness and is not being used for genuine discovery.

3. Wells Fargo's Motion to Compel Discovery by Deposition is proof of misuse and abuse because the request completely violates **Rule 28(a) SCRCF** relative to the Defendant's Witness. The Rule states in pertinent parts....

"Within any state or within a territory or insular possession subject to the jurisdiction of the United States, depositions shall be taken before an officer authorized to administer oaths by the laws of the United States or of the place where the examination is held, or before a person appointed by the court in which the action is pending. A person so appointed has power to administer oaths and take testimony. The term officer as used in Rules 30, 31 and 32 includes a person appointed by the court or designated by the parties under Rule 29."

4. Wells Fargo's Motion to Compel Discovery by Deposition is proof of frivolity relative to the Defendant's Witness because the request completely violates **Rule 29 SCRCF** which states in pertinent parts....

"Unless the court orders otherwise, the parties may by written stipulation;
(1) provide that depositions may be taken before any person, at any time or place, upon any notice, and in any manner and when so taken may be used like other depositions, and
(2) to the extent allowed by Rule 6(b), modify the procedures provided by these rules for other methods of discovery." (There are no written stipulations)

5. The Subpoena, Notice of Taking Deposition and this Motion to Compel Discovery by Deposition violates **Rule 30(2) SCRCF** that states in pertinent parts...

"The deposition of any party or witness may only be taken one time in any case except by agreement of the parties through their counsel or by order of the court for good cause shown. A witness attending any deposition held pursuant to these rules shall receive for each day's attendance and for the time necessarily occupied in going to and returning from the same, \$25.00 per day, and mileage for going from and returning to his place of residence, in the same amounts as provided by law for official travel of state officers and employees; and the deposition of any party or witness may only be taken one time in any case except by agreement of the parties through their counsel or by order of the court for good cause shown." (The Rule does not specifically state a Deposition must be taken by the Plaintiff. Notaries can take Depositions and Affidavits pursuant to S.C. Code of Laws Section 26-1-90)

No offer was tendered and the Witness has already been deposed pursuant to lawful statutes. The deposition was filed as an Affidavit and Wells Fargo already has a copy.

6. Wells Fargo's Motion to Compel Discovery by Deposition is verifiable evidence and proof of harassment because the request completely violates **Rule 31(a) SCRPC**. **Wells Fargo has never sent any written questions to the Defendant to answer.**

7. Wells Fargo's Motion to Compel Discovery by Deposition is proof of persecution because the request completely violates **Rule 33(a) SCRPC**. **The Defendant "Substantially Complied" and answered all of Wells Fargo's Interrogatories.**

8. Wells Fargo's Motion to Compel Discovery by Deposition is verifiable evidence and proof Wells Fargo's actions are oppressive, violate judicial ethics by abusing and misusing the Rules and this ill-use of the Rules is inflicting undue burden and hardship on the Defendant and the Defendant's Witness. Wells Fargo's request completely violates **Rule 34(a) SCRPC**.

A) Wells Fargo is deceiving and misleading the Court into believing the documents Wells Fargo needs are in the Defendant's possession. **This is an ABSOLUTE LIE.** The documents the Defendant is using in the Defendant's Counterclaims and Defenses were sent to the Defendant by Wells Fargo and Nelson Mullins Riley & Scarborough, LLP.

B) The Defendant cannot produce these documents, is not in control of these documents... does not possess these documents... or has custody of these documents. Wells Fargo's own documents prove clearly, convincingly and beyond any reasonable doubt that Wells Fargo is perpetuating an Illegally "Brokered Loan and Mortgage", an Illegal "Predatory Lending Scheme" and a "Home Improvement and Mortgage Fraud" that are based on the acceptance,

approval and use of verifiably “Falsified”, verifiably “Forged” and verifiably “Altered” documents; and... has been perpetuating this “Fraud” upon the Defendant since 2008. The Defendant does not have any other documents at home or anywhere else that are relative and relevant to this case.

B) Wells Fargo’s actions are egregious and are indicative of “Fraud upon the Court”. Fraud is also defined as anything calculated to deceive.

9 Wells Fargo’s Motion to Compel Discovery by Deposition is verifiable evidence and proof the request is abusive because the request completely violates **Rule 36(a) SCRCP**. **The Defendant has already “Substantially Complied” with Wells Fargo’s request for Admissions.**

10. Wells Fargo’s Motion to Compel Discovery by Deposition is verifiable evidence and proof that certain attorneys at Nelson Mullins Riley & Scarborough, LLP have crossed the line and are using legal tactics and methods that violate Standards of Professional Conduct, violate key provisions of the Lawyer’s Oath in **Rule 402(k) SCACR** and are abusing and misusing their authority as Officers of the Court. Wells Fargo’s request completely violates **Rule 37(a)(2) SCRCP**. **The Defendant has already “Substantially Complied” with every relevant requirement of Rule 37 SCRCP** and therefore, a Motion to Compel relative to **Rule 37 SCRCP** is evidence and proof of frivolity, misuse and abuse.

11. Based on the Defendant’s personal knowledge, Wells Fargo, via, attorney Brian A. Calub, sent (2) Subpoena Duces Tecum to the Defendant’s Witness for documents and materials that were never sent to the Witness, **(this alone is egregious and deserves a sanction)** that Nelson Mullins Riley & Scarborough, LLP and Wells Fargo already have; **(a clear violation of key provisions in Rule 407 SCACR)** and that came from Wells Fargo Home Mortgage and Nelson Mullins Riley & Scarborough, LLP **(a clear violation of key provision in Rule 402(k) SCACR)**. This is an undue burden. Wells Fargo’s actions, via, attorneys are a complete violation of **Rule 45(c)(1) SCRCP** that states in pertinent parts...

“A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that

subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee."

12. Wells Fargo continues to harass and persecute the Defendant and the Defendant's Witness by filing a needless, useless and unnecessary Motion to Compel Discovery for documents and materials Nelson Mullins Riley & Scarborough, LLP and Wells Fargo already have. This is complete abuse, misuse and a violation of **Rule 37(a)(2) SCRCF Motion**; that states in pertinent parts....

"if a deponent fails to answer a question propounded or submitted under Rule 30 or 31, or a corporation or other entity fails to make a designation under Rule 30(b)(6) or 31(a), or a party fails to answer an interrogatory submitted under Rule 33, or if a party, in response to a request for inspection submitted under Rule 34, fails to respond that inspection will be permitted as requested or fails to permit inspection as requested, the discovering party may move for an order compelling an answer, or a designation, or an order compelling inspection in accordance with the request."

13. Based on the Defendant's personal knowledge, neither Wells Fargo, attorney Brian A. Calub, nor any other attorney from Nelson Mullins Riley & Scarborough, LLP has sent the Defendant's Witness any interrogatories, request for admissions or any written questions. Wells Fargo's Motion to Compel Discovery that is in total violation of **Rules 30, 31(a), 33 and 34** is all that is needed to prove beyond any reasonable doubt, that certain attorneys employed by Wells Fargo are violating their Oath and Standards of Professional Conduct. **Rule 30(b)(6) SCRCF** does not even apply to the Defendant or the Defendant's Witness.

14. Based on the Defendant's personal knowledge and the evidence in the (2) filed Subpoena Duces Tecum, neither Wells Fargo, attorney Brian A. Calub, nor any other attorney from Nelson Mullins Riley & Scarborough, LLP has stated in any specific terms what documents or designated with any degree of particularity, the materials and/or documents desired or needed.

"Failure to show specificity and state with particularity; and failure to identify custody and control, are signs of misuse and abuse of an attorney's authority as an Officer of the Court."

15. How long is the Court going to allow Wells Fargo to persecute and harass the Defendant and the Defendant's Witness? Attorney Brian A. Calub's behavior and professional conduct, relative to discovery procedures and rules, is a clear violation of **Rule 407 [3.4(d)] SCACR** which states in pertinent parts...

“A lawyer shall not in pretrial procedure, make a frivolous discovery request...”

16. Attorney Brian A. Calub’s behavior and professional conduct is a clear violation of **Rule 407 [8.4(a)] SCACR** that states in pertinent parts...

“It is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct”, and;

in pertinent parts... **[8.4(e)] SCACR** states...

“It is professional misconduct for a lawyer to engage in conduct that is prejudicial (causing harm or injury; damaging to career and reputation) to the administration of justice.”

17. Persecuting, harassing, annoying, creating undue burden, hardship and making unreasonable demands of the Defendant and the Defendant’s Witness is not only unethical, it is also harmful and damaging to the administration of justice.

18. In view of the facts, the evidence and proof of abuse and misuse of authority by an Officer of the Court, attorney Brian A. Calub’s statement that the Defendant’s improper acts have prejudiced Wells Fargo is not only a borderline lie... **the attorney’s statement is an ABSOLUTE LIE**, and should be considered as additional evidence for discipline pursuant to **Rule 407: Rule [3.3(a)] SCACR: Candor Toward the Tribunal**; that states in pertinent parts...

“A lawyer shall not knowingly make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer.”

19. Attorney Brian A. Calub’s other statement, **“Defendant and her spouse filed improper objections”** is not only a flagrant disregard for **Rule 45(c)(2)(B) SCRCP** that states in pertinent parts...

“a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises__ or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from

significant expense resulting from the inspection and copying commanded;.....”

1. The Rule clearly proves Brian A. Calub’s statement is false and should be considered as an ABSOLUTE LIE.

2. The attorney’s statement should be considered as more evidence for discipline pursuant to **Rule 407 SCACR: Rule [3.3(a)]: Candor Toward the Tribunal**; that states in pertinent parts...

“A lawyer shall not knowingly make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer.”

**SECTION II:
ADDITIONAL REASONS FOR OBJECTING
TO MOTION TO COMPEL DISCOVERY BY DEPOSITION**

20. The Defendant has a legal right not to be abused or persecuted during a judicial proceeding or by Wells Fargo’s attorney/s. The actions, behavior and conduct of attorney Brian A. Calub, an attorney from Nelson Mullins Riley & Scarborough, LLP, can only be characterized as harassment, annoyance, embarrassment, oppression and inflicting undue burden upon the Defendant and the Defendant’s Witness. **{Refer to filed Exhibits 237-244}**

21. This same attorney, Brian A. Calub, that is responsible for this legal abomination, has now stooped to mischaracterizing and **“blaming”** the **“Stay”**; rather than, the Law Firm’s failed legal advice, failed “Substantial Compliance” to a Valid Supreme Court Order... and Wells Fargo’s “Errors in Judgment”, “Lack of Due Diligence”, “Negligence”, “Failure to “Substantially Comply” with “Lawful Statutes and a Valid Supreme Court Order”, and Wells Fargo’s “Reliance on Incompetent Legal Advice”. [Direct Quote] **“Because this is a foreclosure action, activity in this case has been effectively stayed from June 24, 2009 to August 5, 2011 by three administrative orders entered by the South Carolina Supreme Court concerning the Home Affordable Modification Program and an order of this court issuing an indefinite stay for this case as of June 24, 2009.”** [End Direct Quote] This statement not only misstates the facts, it borders on an ABSOLUTE LIE. **{Refer to Filed Exhibit 235}**

22. The Defendant’s “Fraudulent” Loan, Note and Mortgage did not qualify for the HMP from the very beginning. On June 24, 2009, Wells Fargo Bank, N.A., and/or Wells Fargo

Home Mortgage did not have; and according to Wells Fargo's own Loss Mitigation Department, Wells Fargo never has had a policy, program, procedure or process that would or could modify the Defendant's "Fraudulent" Loan, Note and Mortgage. The Defendant has known this since 2008. **{All Brian A. Calub has to do is call them for verification of this fact. The number is in the Defendant's filed Pleadings and has been there since 2008}**

23. The attorney from Wells Fargo; Elizabeth S. Hodgson, that filed the Scam Affidavit, committed "Fraud upon the Court" by misleading and deceiving the Court. The attorney claimed she was familiar with the Defendant's case. This was and still is the FIRST ABSOLUTE LIE in the Scam Affidavit. If the attorney was familiar with the Defendant's case, the attorney; Elizabeth S. Hodgson, should have known and would have known, the Defendant's Complaint and Allegation was and still is the Defendant's Loan, Note and Mortgage is "Fraudulent"; and was obtained by the "Fraud", deceit and deception of the Broker, the Appraiser and the Seller. **{Refer to Filed Exhibit 235}**

24. The second ABSOLUTE LIE in the Scam Affidavit, filed by Wells Fargo's attorney, Elizabeth S. Hodgson, was and still is the Defendant's loan was subject to and possibly eligible for modification under the Home Affordable Modification Program, (HMP). Wells Fargo never had any program, policy, process or procedure for modifying the Defendant's "Fraudulent" Loan, Note and Mortgage.

25. An attorney from Nelson Mullins Riley & Scarborough, LLP, Elizabeth Scott Moise, completely corroborated the information the Defendant received from Wells Fargo's Loss Mitigation Department in 2008. The Law Firm's admission also proves Elizabeth S. Hodgson LIED, and deceived and misled the Court in the Scam Affidavit that Wells Fargo's Senior Counsel filed on May 15, 2009. **{Refer to filed Exhibit 235}**

26. In a letter dated June 29, 2011 with the purported signature of Elizabeth Scott Moise, Nelson Mullins Riley & Scarborough, LLP admitted Wells Fargo did not have a policy, process or procedure to modify the Defendant's "Fraudulent" Loan, Note and Mortgage. [Direct Quote] "Your Response and Request state that you will participate in Foreclosure Intervention

only under the following condition: The Plaintiff must provide Defendant with a copy of Plaintiff's policy, process and/or procedure for settling a 'Fraudulent, Loan, Note and Mortgage'. Plaintiff does not have such a policy, process, or procedure." [End Direct Quote]

27. The same attorney, Brian A. Calub, based on the signature stamp on the documents the Defendant received, is now **"blaming"** the Defendant; rather than, Wells Fargo's "Errors in Judgment", "Lack of Due Diligence", "Negligence", "Failure to Substantially Comply" with "Lawful Statutes and a Valid Supreme Court Order" and "Reliance on Incompetent Legal Advice"; and his (Brian A. Calub's), flagrant violation of judicial ethics, protocol and the Rules of Civil Procedure for Wells Fargo's lack of preparation. The attorney's filed statement goes beyond mischaracterizing the facts, the attorney's statement is an ABSOLUTE LIE. Wells Fargo has had ample time to prepare for any trial since June of 2008.

28. Brian A. Calub; in his filed statement, says the following: [Direct Quote] "Wells Fargo has recently filed a motion to compel discovery because Defendant and her spouse filed improper objections and refused to attend depositions scheduled for them on October 7, 2011 at the Orangeburg County Courthouse. To this end, Defendant's dilatory and improper acts have prejudiced Wells Fargo's ability to adequately prepare for trial and have effectively prevented Wells Fargo from filing a motion for summary judgment in response to the counterclaims asserted by Defendant." [End Direct Quote]

29. Not only has Wells Fargo's attorney, Brian A. Calub, failed to establish a material need, the attorney has; by his actions, thoroughly disregarded and violated **Rule 6(d) SCRCF** that states in pertinent parts..

"When a motion is to be supported by affidavit, the affidavit shall be served with the motion; and, except as otherwise provided in Rule 59(c)"

30. Wells Fargo has known the information in the Witness' Deposition since 2008 and simply ignored it. The Defendant's Witness' persecution and harassment began after filing the Deposition as an Affidavit to Support the Defendant's Motion to Dismiss with Prejudice. The Defendant believed the Affidavit was required by **Rule 6(d) SCRCF**. It is a violation of Professional Standards of Conduct, Judicial Ethics and the Lawyer's Oath to harass and

persecute an individual for filing an Affidavit to support a Motion.

31. The Defendant is relieved it was the Defendant's husband that submitted the Affidavit, rather than another eyewitness. Is the Court going to allow this attorney to continue harassing and persecuting every eyewitness that submits an Affidavit on behalf of the Defendant... and... improperly joinder the Defendant's Witnesses as third (3rd) party Defendants or third (3rd) party Witnesses like he has done the Defendant's husband?

32. How long is the Court going to continue allowing this irresponsible attorney, Brian A. Calub, to continually abuse and misuse his Subpoena Powers by harassing and persecuting the Defendant's Witnesses with Subpoena Duces Tecums to inspect and produce documents and materials that were never sent to them?

33. How long is the Court going to continue allowing this attorney, Brian A. Calub, to abuse his authority as an Officer of the Court to Compel Discovery for documents and material that belong to Wells Fargo Bank, N.A. or Wells Fargo Home Mortgage?

34. How long is the Court going to continue allowing this attorney, Brian A. Calub, to misuse his authority as an Officer of the Court to badger, harass and persecute the Defendant and the Defendant's Witnesses about documents and materials the Law firm already has and has had for over three (3) years?

35. How long is the Court going to continue allowing this attorney, Brian A. Calub, to disregard the Rules of Civil Procedure in order to inflict hardship and undue burden upon the Defendant and the Defendant's Witnesses in a misguided and perverted pursuit to find imaginary documents and materials that have never existed in fact, reality or actuality, that are not relevant to the case..... and not under the control or authority of the Defendant or the Defendant's Witnesses?

36. Wells Fargo's attorney Brian A. Calub, has not only violated **Rule 407[5] SCACR: Rules of Professional Conduct**, the attorney's actions demonstrate a callous disregard for factual evidence, truth and the Rules of Civil Procedure.

37. Since there is no Rule in South Carolina's Rules of Civil Procedure for the Defendant to file a Motion relative to an attorney's or law firm's misconduct, abuse and misuse of rights and privileges as Officers of the Court, it is the Court's responsibility to investigate these matters and not the Defendant when they occur during Oral Arguments, Hearings, Court Proceedings, when stated as an allegation in a Pleading or when duly filed with the Office of Disciplinary Counsel.

RESPONSE TO BACKGROUND

38. **Responding to statement #1:** The Notice of Taking Deposition was not needed, unnecessary, frivolous and lacked any meaningful relevance to the substantive issues in the case. Consequently, there is no legal requirement to respond to a Notice of Taking Deposition that is Procedurally Defective and Flawed.

39. **Responding to statement #2:** The two (2) Subpoena Duces Tecum (**Refer to filed Exhibits 237-244**) issued by Brian A. Calub for the Defendant's Witness were also Procedurally Defective. The double request was vague and failed to specify, signify, identify, designate or particularize with any degree of clarity or specificity which document/s, what type of document/s and/or from what information source the attorney was seeking. **{Refer to filed Exhibits 237-244}** Not only did they violate the undue burden stipulation in **Rule 45(c)(1) SCRCF**, the two (2) Subpoenas also violated **Rule 26(a)(i)(ii)(iii) SCRCF**. The two (2) Subpoena Duces Tecum were Procedurally Defective for these additional reasons:

A) The two (2) Subpoenas Duces Tecum failed to establish any relevance to the claims raised by the allegations in Wells Fargo's complaint or the Counterclaims and Defenses raised by the Defendant. **{Refer to filed Exhibits 237-244}**

B) The two (2) Subpoenas Duces Tecum did not identify or describe any category of documents, material or subject matter with any reasonable degree of clarity or precision that would have helped the Defendant's Witness. Since the issuing attorney, Brian A. Calub, could not and did not reasonably specify the information contained or believed to be contained in the documents and/or materials sought, the Defendant's Witness believed the attorney simply wished and/or believed something useful might turn up.

C) The two (2) Subpoenas Duces Tecum failed to specify or seek a well-defined and sharply defined group of documents. The two (2) Subpoenas Duces Tecum did not seek relevant, admissible and specific evidence and the materials sought could have be procured through other means by exercising due diligence. The two (2) Subpoenas Duces Tecum contained nonexclusive and open-ended terms and did not seek access to a discrete document, clearly identifiable and unambiguous information, or a discrete set of existing written materials that was stated in specific terms. ~

D) The issuing attorney, Brian A. Calub, sent the Defendant's Witness two (2) Subpoenas Duces Tecum which were absolutely and positively not necessary, unethical and went far beyond merely harassing the Defendant's Witness.

E) Brian A. Calub's actions are indicative of punishing and persecuting the Defendant's Witness; rather than, seeking relevant documents and/or materials from the Defendant's Witness. Brian A. Calub failed to state in any meaningful terms and failed to establish by documented evidence that the desired documentary and/or evidentiary material was in the possession of the Defendant's Witness and under the control of the Defendant's Witness.

F) Brian A. Calub did not and has not shown good cause for the Defendant's Witness to produce any records, documents and/or materials even if the Defendant's Witness did have them or access to them. The two (2) Subpoenas Duces Tecum issued by Brian A. Calub, were unwarranted, unnecessary and frivolous. Consequently, the Defendant's Witness had no legal obligation to respond to a Procedurally Defective and Flawed Subpoena Duces Tecum (2) and Notice of Taking Deposition.

40. **Responding to statement #3:** The Defendant agrees. Objections were filed pursuant to **Rule 45(c)(2)(B) SCRC**P subject to paragraph d(2) that states in pertinent parts...

"a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises__ or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued." [The Defendant or Witness does not have any electronically stored information relevant to this case. It is impossible and unreasonable to request or compel discovery for materials that do not exist in fact or reality.]

Brian A. Calub did not designate any material Wells Fargo does not already have. WF00001-WF00137 are the source of the Defendant's Counterclaims and Defenses.

41. **Responding to statement #4:** The Defendant is without sufficient knowledge or information to form a belief as to the truth of Wells Fargo's statement and therefore cannot dispute the statement.

42. **Responding to statement #5:** The Court must deny and dismiss any request from Wells Fargo and/or certain attorneys employed by Wells Fargo. Wells Fargo no longer has any "Standing" to file any motions or make any additional request of this Court. As the trier of facts, **Pursuant to Rule 41(b) SCRPC**, all the Court needs to determine is whether or not Wells Fargo "Substantially Complied" with a Valid Supreme Court Order. If not, **pursuant to Section (3) in Administrative Order #2009-05-22-01**, Wells Fargo's claim must be dismissed with or without prejudice and the Defendant awarded just and fair compensation. A **Section (3) Dismissal** does not require a motion by the Defendant.

RESPONSE TO ARGUMENT

43. Wells Fargo's attorney Brian A. Calub, did not present any meaningful argument based on the facts, law, precedent or any recognizable jurisprudence. Consequently, the Defendant will not give the spurious and illusionary argument any credibility by responding to it.

43. South Carolina's Code of Laws and the Rules of Civil Procedure have stated and firmly established that failure to respond and/or comply with a Court Order is Contempt of Court. The Defendant will not waste the Court's time by citing hundreds of thousands of cases to prove this fact. A few questions are all that is necessary.

A) If Court Orders have no meaning, are not valid and are not to be followed and obeyed, why are people fined and/or arrested and/or imprisoned for disobeying them?

B) Why would a nation need Courts of Law; if Orders from the Courts are frivolous and meaningless?

C) If Court Orders are frivolous and are to be ignored, why are attorneys and lawyers disciplined, suspended and disbarred for not complying with them? It is not up to

Brian A. Calub, Wells Fargo or the Defendant to decide judicial matters. It is up to the Court to determine whether or not its Orders of Court are to be respected, complied with, enforced or not enforced. The Court must now determine for itself whether or not the Orders issued by South Carolina's Supreme Court are to be respected or ignored.

44. Brian A. Calub has simply demonstrated his lack of understanding and ignorance relative to these matters. One final observation; if Court Orders have no significance, are to be ignored, and arguments relative to them are frivolous; why is he (Brian A. Calub) filing a motion to obtain a Court Order to Compel Discovery? The attorney's actions contradict his very argument. That's why his argument must be dismissed by the Court as buffoonery and lacking relevance. Since the "Stay" is officially over, the Court must return to considering the substantive issues in this case. After the "Stay", the priority issues are:

A) Determining whether or not Wells Fargo is to be held accountable for failing to "Substantially Comply" with a Valid Supreme Court Order during the "Stay"; and....

B) Deciding whether are not certain attorneys are to be held accountable for their failed compliance and filed false and misleading statements during the "Stay".

45. The source of the "Stay" or TRO is the Supreme Court of South Carolina. Lawlessness obviously became the rule of the day during the "Stay". Even though bankers and servicers have much more money, and any human being can succumb to avarice, despite these facts, Judges and Attorneys are held to a much higher standard of professionalism and conduct than the bankers and servicers whose actions and deeds must be decided in Courts of Law.

A) The lawlessness that was so prevalent during the "Stay" must now be addressed and settled by the Court according to the Rules and according to the Law. According to the Rules and according to the Law, failing to comply with an Order of Court is Contempt of Court. The Court must decide whether filed false statements is "Fraud upon the Court".

B) Consequently, pursuant to Section (3) of Administrative Order #2009-05-22-01; failing to comply with the Supreme Court's Order may mean dismissal of the action. Understanding that Judges and Attorneys can be easily compromised, nonetheless, it is up to the Court to determine the truth, validity and enforceability of Administrative Order #2009-05-22-01; not Brian A. Calub or Wells Fargo.

**SECTION III:
REASONS FOR OBJECTING TO MOTION TO COMPEL DISCOVERY**

46. Wells Fargo's motion to Compel Discovery and any related motions, assumption/s and/or filing/s must be summarily dismissed and denied. Since the violations occurred during the "Stay", Wells Fargo and the Law Firm are without recourse, justifiable cause, without excuse and must be held accountable after the "Stay".

A) Therefore, Wells Fargo's claim must be dismissed **pursuant to Section (3)** of the South Carolina Supreme Order for Foreclosure Cases. Compliance with the Order was simple, not intrusive and clearly stated.

B) There is no justifiable reason or cause for multiple compliance violations. In addition, there is no legitimate appeal for failed compliance to a Valid Order of the Supreme Court. The rule is simple... any failure to comply... case dismissed.

C) Any loss Wells Fargo incurred during the "Stay" is due to Wells Fargo's "Errors in Judgment", "Lack of Due Diligence", "Negligence", "Failure to "Substantially Comply" with "Lawful Statutes" and a "Valid Supreme Court Order".

D) Any additional loss Wells Fargo incurred during the "Stay" is due to the compliance failure of Wells Fargo's Law Firm of Nelson Mullins Riley & Scarborough, LLP.

**SECTION IV:
ADDITIONAL REASONS FOR OBJECTING TO MOTION TO COMPEL DISCOVERY**

47. The Defendant emphatically states, not only must Wells Fargo's complaint be dismissed with or without prejudice due to the Plaintiff's failure to "Substantially Comply" with Section (3) of Administrative Order #2009-05-22-01 (The Supreme Court of South Carolina Administrative Order for Foreclosure Cases), Wells Fargo has also failed to "Substantially Comply" with the Supplemental Directive. [Direct Quote] "Servicers must use reasonable efforts to contact borrowers facing foreclosure to determine their eligibility for the HMP, including in-person contacts at the servicer's discretion." [End Direct Quote] No contact was initiated by Wells Fargo relative to the HMP during the "Stay".

48. Wells Fargo is without recourse or excuse for compliance violations. The

Supplemental Directive is included with the Order and Wells Fargo and the Law Firm are subject to the Order in its entirety. Pursuant to the Order, any non-compliance is grounds for dismissal. There is no reference to recourse, appeal or excuses for failed compliance in the Order; nor is dismissal pursuant to a motion or any particular Rule of Civil Procedure. Therefore, Wells Fargo's claim must be dismissed pursuant to **Section (3)** of **Administrative Order #2009-05-22-01**. In addition, the **"Stay"** did not suspend South Carolina's Code of Laws.

49. Therefore, Brian A. Calub's misconduct, abusive tactics, misbehavior and misuse of his (Brian A. Calub's) authority as an Officer of the Court and the false statements filed by attorneys from the Law Firm of Nelson Mullins Riley & Scarborough, LLP relative to the HMP that Wells Fargo Bank, N.A., actually attempted to contact the Defendant and those attempts were unsuccessful are subject to review under the Court's Constitutional Authority. Such as..

A) [Direct Quote] **"Moreover, Wells Fargo attempted to contact the Defendant regarding her eligibility for a loan modification under the HMP, but has been unsuccessful in those attempts."** [End Direct Quote]

B) This statement by an attorney/s from Nelson Mullins Riley & Scarborough, LLP is an ABSOLUTE LIE. Filing false statements as Officers of the Court is an ethical and a legal violation and is indicative of **"Fraud upon the Court"**. {See filing Record of Case Status Updates}

50. The Law Firm of Nelson Mullins Riley & Scarborough, LLP has consistently filed a misleading statement that has deceived the Defendant. [Direct Quote] **"that the Defendant's loan is currently under review for possible modification consistent with the requirements of the HMP"** [End Direct Quote]

A) This statement by an attorney/s from Nelson Mullins Riley & Scarborough, LLP has already been proven to be an ABSOLUTE LIE. Filing false statements as Officers of the Court is an ethical and a legal violation and is indicative of **"Fraud upon the Court"**. {See filing Record of Case Status Updates}

B) The Defendant has already notified the Court and the **Office of Disciplinary Counsel** concerning these violations in the Defendant's filed Pleadings. In addition to possible

"Fraud upon the Court", the Law Firm's false and misleading statements are a violation of **Rule 407 SCACR, Misconduct: Rule [8.4]**; that states in pertinent parts....

"It is professional misconduct for a lawyer to "(d) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;" and "(e) engage in conduct that is prejudicial to the administration of justice."

C) Wells Fargo did not make any legitimate attempt to contact the Defendant relative to the HMP of its own volition and therefore, failed to "Substantially "Comply" with **Subsection [4]** of the Supplemental Directive in **Administrative Order #2009-05-22-01**.

D) Wells Fargo's claim must be dismissed **pursuant to Section (3)** and the dismissal is supported by failing to "Substantially Comply" with **Subsection [4]**. The Defendant currently has an uncontested pending MOTION to Dismiss with Prejudice that was filed prior to the issuance of Wells Fargo's Subpoenas, Notices of Deposition, Motion of Continuance, Entry of Scheduling Order and Motion to Compel Discovery.

E) **Pursuant to Section (3)**, a motion is not needed or required for dismissal. Therefore; due to failed "Substantial Compliance", Wells Fargo's claim can be dismissed without a motion from the Defendant..

51. Even though **Rule 5(b)(1) SCRPC** is only Rule of Civil Procedure mentioned in the language of **Administrative Order #2009-05-22-01** and **ADR Rule 8** is the only Rule mentioned in **Administrative Order #2011-05-02-01**, this does not mean the Appellate Court Rules, Rules of Professional Conduct, Rules for Lawyer Disciplinary Enforcement, Code of Judicial Conduct and/or Rules for Judicial Disciplinary Enforcement were suspended during the TRO or "Stay".

A) Consequently, since the Rules and the Law were not suspended during the "Stay", any violation that occurred during the "Stay" is subject to the Law, requirements of the Order and stipulations of the Rules and must be dealt with after the "Stay" is over.

B) Therefore, the Defendant's case must be dismissed for non-compliance to a Valid Supreme Court Order without recourse, excuse or appeal **pursuant to Section (3)** and supported by non-compliance to **Subsection [4]** of **Administrative Order #2009-05-22-01**.

52. Therefore; **Pursuant to SCRPC Rule 41(b)'s "failure to comply with [Any Order of Court]"**, the Court is now the trier of facts and cannot legally or authoritatively entertain any

further motion/s from Wells Fargo and/or Nelson Mullins & Riley, LLP, until the Defendant's **Section (3) Dismissal** is acted upon by the Court. Nor can the Court authoritatively or legitimately allow Wells Fargo and/or the Law Firm to continue in this action without first addressing and remedying Wells Fargo's and the Law Firm's *"failure to **Substantially Comply**" with an Order of Court" during the "Stay"*.

53. This is an internal administrative, disciplinary and judicial matter that does not involve the Defendant or a Jury of the Defendant's Peers. The Defendant is not responsible for the malfeasance of attorney Brian A. Calub, Wells Fargo or the Law Firm. The Defendant is not the trier of facts. The Defendant is merely stating the facts, the Rules and Applicable Law. It is the Court's duty, obligation and responsibility and the Office of Disciplinary Counsel to thoroughly investigate the issues raised by the Defendant.

A) It is imperative that the Court acts within its Constitutional Authority and enforce its own Orders of Court when violations and/or inappropriate behavior by Officers of the Court have occurred during the **"Stay"**, after the **"Stay"** and before the **"Stay"**.

B) The Defendant's request for an immediate investigation into these matters that are impacting and perverting justice for the Defendant is pursuant to the Law (**Section 40-5-10 to Section 40-5-250**), to the Rules of Civil Procedure, to South Carolina's Appellate Court Rules, Rules of Professional Conduct, Rules for Lawyer Disciplinary Enforcement, Rules for Judicial Conduct, Rules for Judicial Disciplinary Enforcement and the "Due Process Clause" in the 5th and 14th Amendments to the United States Constitution.

54. Wells Fargo, Nelson Mullins Riley & Scarborough, LLP and/or certain attorneys at Nelson Mullins Riley & Scarborough, LLP are effectively barred from submitting any additional motions, pleadings, request and/or demands to the Court because of failed compliance during the **"Stay"**. The Defendant's case should have been dismissed last year.

55. Neither the Defendant nor the Court is responsible for Wells Fargo's non-compliance. Consequently, any loss Wells Fargo incurred during the **"Stay"** is due to Well Fargo's "Errors in Judgment", "Lack of Due Diligence", "Negligence", and "Failure to **Substantially Comply**" with "Lawful Statutes" and a "Valid Supreme Court Order".

Any additional loss Wells Fargo incurred during the “Stay” is due to the compliance failures of Well Fargo’s Law Firm of Nelson Mullins Riley & Scarborough, LLP.

**SECTION V:
ADDITIONAL REASONS FOR OBJECTING TO MOTION TO COMPEL DISCOVERY
WELLS FARGO HAS NO STANDING**

56. Wells Fargo no longer has any Standing the Court can recognize and it is not an Article III issue. Wells Fargo’s lack of Standing is due to failed “Substantial Compliance” to a Valid Supreme Court Order. Wells Fargo cannot accuse the Defendant or the Court for Well Fargo’s failures and Wells Fargo cannot be granted any relief by the Court unless the Court declares openly or clandestinely that its Administrative Orders are procedural and not subject to legal interpretation or enforcement.

**SECTION VI:
ADDITIONAL REASONS FOR OBJECTING TO MOTION TO COMPEL DISCOVERY
WELLS FARGO CANNOT STATE ANY CLAIM**

57. Wells Fargo’s inability to state any claim relative to the Defendant or the Court is not a **Rule 12(b) SCRCF** issue. Wells Fargo cannot state any claims because Wells Fargo’s failure is self-inflicted. There is no one Wells Fargo can blame for Wells Fargo’s failed compliance or seek relief from, other than Well Fargo’s personnel and Law Firm. Therefore, no relief can be granted to Wells Fargo due to non-compliance with a Valid Supreme Court Order; unless the Court declares openly or clandestinely that its Administrative Orders are procedural and not subject to legal interpretation or enforcement.

58. The only “Subject Matter” for the Court to decide is relative to Wells Fargo’s lack of Standing for non-compliance with a Valid Supreme Court Order. Wells Fargo’s non-compliance eliminated any issues of fact or law for the Court to decide. The Court has no alternative except to dismiss Wells Fargo’s complaint forthwith. The Court is the trier of facts **pursuant to Rule 41(b) SCRCF** in this particular situation. Either Well Fargo “Substantially Complied” with a Valid Supreme Court Order or Well Fargo did not “Substantially Comply”. These are the only facts in law the Court has to determine prior to any dismissal unless the Court declares openly or clandestinely that its Administrative Orders are procedural and not subject to legal interpretation or enforcement.

**SECTION VII:
ADDITIONAL REASONS FOR OBJECTING TO MOTION TO COMPEL DISCOVERY NO
AFFIRMATIVE DEFENSES OR COUNTERCLAIMS**

59. Wells Fargo has effectively eliminated and nullified every Affirmative Defense and Counterclaim against the Defendant because Wells Fargo failed to “Substantially Comply” with a Valid Supreme Court Order and is effectively barred from introducing any new Affirmative Defenses or Counterclaims.

A) In order for Wells Fargo’s original Affirmative Defenses and Counterclaims to remain valid, enforceable and actionable after the “Stay”, Wells Fargo had to “Substantially Comply” with the terms and conditions of the TRO or “Stay”.

B) Since the terms and conditions of Administrative Order #2009-05-22-01 are reasonable, clearly stated, not intrusive and well within the means and the ability of Wells Fargo to “Substantially Comply”, Wells Fargo is without recourse or excuse for failed “Substantial Compliance”.

**SECTION VIII:
ADDITIONAL REASONS FOR OBJECTING TO MOTION TO COMPEL DISCOVERY
WELLS FARGO IS BARRED FROM ANY CONTINUANCE**

60. Wells Fargo is effectively barred from proceeding to any trial. “The power to punish for contempt is inherent in all courts; its existence is essential to the preservation of order in judicial proceedings, and to the enforcement of the judgments, orders, and writs of the courts, and consequently to the due administration of justice.” Ex Parte Robinson, 86 U.S. 505, 510 (1873). See also State v. Bevilacqua, 316 S.C. 122, 128, 447 S.E.2d 213, 216 (Ct. App. 1994) (“Courts have no more important function to perform in the administration of justice than to ensure their orders are obeyed.”).

CONCLUSION

61. The Defendant has stated from the very beginning that Wells Fargo has no legitimate Standing pursuant to established legal precedent. Harm cannot be caused by second and/or third parties not before the Court. Before the “Stay”, Wells Fargo losses were traceable to the Seller, the Broker, the Appraiser, Janet Frotscher’s Executive Resolution Team, Wells Fargo Home Mortgage Underwriters and Incompetent Legal Advice. Now... Wells Fargo’s losses can be traced back to Wells Fargo.

WHEREFORE, the relief sought by the foregoing **OBJECTION TO MOTION TO COMPEL DISCOVERY BY DEPOSITION OF DEFENDANT DOROTHY SISTRUNK AND THIRD-PARTY WITNESS GEORGE SISTRUNK SUBJECT TO RULE 38(b), A PRIORITY MATTER** that is dated October 14, 2011 and received on Saturday, October 15, 2011 by Federal Express. The Defendant's **DEMAND for PROTECTION OF THIS COURT** from further abuse and persecution **PURSUANT TO SCRPC RULES 26(c) and 45(c)(1)** should be granted forthwith and any request for a motion to Compel Discovery and any related assumption/s and/or filing/s must be summarily revoked and denied until this matter of compliance is resolved by the Court.

Respectfully submitted,
Dorothy Sistrunk
423 Bayne Street
Post Office Box 217
Orangeburg, South Carolina 29115
(803) 268-0716

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **OBJECTION TO NOTICE OF TAKING DEPOSITION** has been furnished by U.S. mail to:

Nelson Mullins Riley & Scarborough LLP
ATTN: Brian A. Calub @
1320 Main Street
17th Floor
Columbia, SC 29201
POB 11070
Columbia, SC 29211-1070

Tel: 803-799-2000
Fax: 803-256-7500

I HEREBY CERTIFY that a true and correct copy of the foregoing **OBJECTION TO NOTICE OF TAKING DEPOSITION** has been furnished by U.S. mail to:

South Carolina's Judicial Department's
Office of Disciplinary Counsel
1015 Sumter Street
Suite 309
Columbia, South Carolina 29201

Telephone: (803) 734-2038
Fax: (803) 734-1964

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG COUNTY, SC
2011 OCT 24 A 10:24

ATTEST: TRUE COPY
Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 21st day of October in the year 2011 in City of Oranburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): Sharik Mayfield-Hemilton
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On Oct. 21, 2011 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary Sharik Mayfield-Hemilton
(Signature)
My Commission Expires
August 1st, 2017

Commission Expires _____

(Seal)

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC
2011 OCT 24 A 10:14

ATTEST: TRUE COPY

Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N. A.

Civil Action No. **2008-CP-38-1024**

Plaintiff,

**THE DEFENDANT OBJECTS TO
CASE MANAGEMENT &
SCHEDULING ORDER. THE
PROPOSED DATE OF TRANSFER
TO JURY TRIAL ROSTER
IS JUNE 25, 2012
SUBJECT TO RULE 38(b)
A PRIORITY MATTER
October 24, 2011**

Vs.

Dorothy Sistrunk;

Defendant.

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC
2011 OCT 24 A 10:43

Comes now the Defendant Dorothy Sistrunk to file this OBJECTION TO CASE MANAGEMENT & SCHEDULING ORDER SUBJECT TO RULE 38(b), A PRIORITY MATTER that is dated October 14, 2011 and received on Saturday, October 15, 2011 by Federal Express and to DEMAND THE PROTECTION OF THIS COURT PURSUANT TO SCRPC RULES 26(c) and 45(c)(1). A MOTION has already been filed to DISMISS this Complaint with PREJUDICE and JUST and FAIR COMPENSATION. Additional reasons for objecting to the MOTION OF CONTINUANCE AND ENTRY OF SCHEDULING ORDER shall be stated herein.

OPENING STATEMENTS

To: The Court of Common Pleas. The Defendant Demands a copy of this pleading in it's entirety with attached exhibits be faxed or mailed to South Carolina's Judicial Department's

Office of Disciplinary Counsel
1015 Sumter Street
Suite 309
Columbia, South Carolina 29201
Telephone: (803) 734-2038
Fax: (803) 734-1964

PROPOSED DATE OF TRANSFER TO JURY TRIAL ROSTER JUNE 25, 2012

-1-

ATTEST: TRUE COPY
Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

**OJECTION AND RESPONSE
TO CASE MANAGEMENT & SCHEDULING ORDER**

Pursuant to Rule 40(e)(2) SCRCF the Defendant Objects to any Case Management & Scheduling Order until JUNE 25, 2012 for the following reasons:

**SECTION I:
REASONS FOR OBJECTION TO CASE MANAGEMENT & SCHEDULING ORDER**

1. There are too many unresolved issues of fact and law that must be decided by the Court before this case can proceed. Consequently, **responding to the Plaintiff's Case Management & Scheduling Order in the unnumbered paragraph that begins with This matter comes,** the Defendant alleges the Law Firm of Nelson Mullins Riley & Scarborough, LLP, and/or certain attorney/s from Nelson Mullins Riley & Scarborough, LLP, have no authority to file any motions or enter any Case Management & Scheduling Order into the records of the Court. The Defendant alleges the Plaintiff no longer has any "Standing" the Court must recognize or consider. The Plaintiff failed to "Substantially Comply" with a Valid Supreme Court Order [Section (3) Administrative Order #2009-05-22-01] during the "Stay" and this matter of failed compliance must be decided by the Court before this case can proceed. Therefore, **the Plaintiff's request for a Case Management & Scheduling Order and any related motion/s and/or filing/s must be dismissed and denied until JUNE 25, 2012.**
2. This matter of failed compliance must be resolved before any trial or any case management of any trial can proceed. Therefore, the Plaintiff's Case Management & Scheduling Order and any related assumption/s motions and/or filing/s must be summarily dismissed and denied until JUNE 25, 2012.
3. **Responding to statement #1 under the unnumbered paragraph that begins with This matter comes.** The Defendant was not notified of any trial roster scheduled for October 31, 2011. This is another verifiable failure of the Plaintiff.
4. **Responding to statement #2 under the unnumbered paragraph that begins with This matter comes.** The Defendant has no discovery to complete in the

next 90 days. The Plaintiff's has failed to "Substantially Comply" with a Valid Supreme Court Order. Therefore, the Plaintiff's claim must be dismissed forthwith with or without prejudice and the Defendant awarded Just and Fair Compensation in every manner and category allowed by law. Dismissal is appropriate and **pursuant to Section (3) of Administrative Order #2009-05-22-01**. The Defendant's dismissal is supported by the Plaintiff's failed "Substantial Compliance" to **Subsection [4]** in the Order's Supplemental Directive.

5. **Responding to statement #3 under the unnumbered paragraph that begins with This matter comes.** This case may not be called to trial at all and must be dismissed. Any motions submitted by the Plaintiff must be summarily dismissed and denied. The Plaintiff's has failed to "Substantially Comply" with a Valid Supreme Court Order. Therefore, the Plaintiff's claim must be dismissed forthwith with or without prejudice and the Defendant awarded Just and Fair Compensation in every manner and category allowed by law. Dismissal is appropriate and **pursuant to Section (3) of Administrative Order #2009-05-22-01**. The Defendant's dismissal is supported by the Plaintiff's failed "Substantial Compliance" to **Subsection [4]** in the Order's Supplemental Directive.

6. The Defendant alleges not only has the Plaintiff not shown or presented the Court with any "Good Cause" to proceed with any trial, the Plaintiff has presented the Court by acts and words "Good Cause" and "Reasons" to dismiss the Plaintiff's complaint forthwith and award the Defendant Just and Fair Compensation in every category allowed by law. There is no doubt or question that the Law Firm of Nelson Mullins Riley & Scarborough, LLP, and/or certain attorneys at Nelson Mullins Riley & Scarborough, LLP, failed to file Case Status Updates, in a timely manner; thus violating a Valid Supreme Court Order. Therefore, **The Plaintiff's Case Management & Scheduling Order or any related motions and/or filing/s must be summarily revoked and denied until this matter of failed "Substantial Compliance" is decided by the Court. Proposed date of transfer JUNE 25, 2012.**

7. Even if the Court determines the Law Firm and/or certain attorneys at the Law Firm are exonerated and/or excused for its/their failure to "Substantially Comply" with an Order of Court, the Plaintiff's compliance failure cannot be excused or exonerated. Therefore,

pursuant to Section (3), the Defendant is eligible for the dismissal with or without a motion. There is no language in Administrative Order #2011-05-02-01 that rescinded the “every 30 day” requirement. The Order was effectively rescinded on May 2, 2011. This means Wells Fargo Bank, N.A, failed to “Substantially Comply” with the “every 30 day” requirement. Therefore, pursuant to Section (3), the Plaintiff’s complaint can be dismissed forthwith and with Just and Fair Compensation for the Defendant including Punitive Damages if the Court deems it proper.

SECTION II: REASONS FOR OBJECTING TO CASE MANAGEMENT & SCHEDULING ORDER

8. The violations occurred during the “Stay” and cannot be legally ignored. There are no instructions to the Lower Courts to repeal the every 30 day requirement. Therefore the requirement was not rescinded until Order #2009-05-22-01 was rescinded. “The power to punish for contempt is inherent in all courts; its existence is essential to the preservation of order in judicial proceedings, and to the enforcement of the judgments, orders, and writs of the courts, and consequently to the due administration of justice.” Ex Parte Robinson, 86 U.S. 505, 510 (1873). See also State v. Bevilacqua, 316 S.C. 122, 128, 447 S.E.2d 213, 216 (Ct. App. 1994) (“Courts have no more important function to perform in the administration of justice than to ensure their orders are obeyed.”).

9. Any loss the Plaintiff incurred during the “Stay” is due to the Plaintiff’s “Errors in Judgment”, “Lack of Due Diligence”, “Negligence”, “Failure to “Substantially Comply” with “Lawful Statutes and a Valid Supreme Court Order” and “Reliance on Incompetent Legal Advice”. Any additional loss the Plaintiff incurred during the “Stay” is due to the compliance failure of the Plaintiff’s Law Firm of Nelson Mullins Riley & Scarborough, LLP.

SECTION III: ADDITIONAL REASONS FOR OBJECTING TO CASE MANAGEMENT & SCHEDULING ORDER

10. Pursuant to Rule 41(b)’s SCRCP “failure to comply with [Any Order of Court]”, the Court is now the trier of facts and cannot legally or authoritatively entertain any further motion/s from the Plaintiff until the Defendant’s Section (3) Dismissal is acted upon by

the Court. Nor can the Court authoritatively or legitimately allow the Plaintiff and/or the Law Firm to continue in this action without first addressing and remedying the Plaintiff's and the Law Firm's *"failure to 'Substantially Comply' with an Order of Court" during the "Stay"*.

11. The Defendant's request for an immediate investigation into these matters that are impacting and perverting justice for the Defendant is pursuant to the Law (**Section 40-5-10 to Section 40-5-250**), to the Rules of Civil Procedure, to South Carolina's Appellate Court Rules, Rules of Professional Conduct, Rules for Lawyer Disciplinary Enforcement, Rules for Judicial Conduct, Rules for Judicial Disciplinary Enforcement and the "Due Process Clause" in the 5th and 14th Amendments to the U.S. Constitution.

**SECTION IV:
ADDITIONAL REASONS FOR OBJECTING TO CASE MANAGEMENT & SCHEDULING
ORDER - THE PLAINTIFF HAS NO STANDING**

12. Wells Fargo no longer has any Standing the Court can recognize and it is not an Article III issue. Wells Fargo's lack of Standing is due to failed "Substantial Compliance" to a Valid Supreme Court Order. Wells Fargo cannot accuse the Defendant or the Court for Wells Fargo's failures and Wells Fargo cannot be granted any relief by the Court unless the Court declares openly or clandestinely that its Administrative Orders are procedural and not subject to legal interpretation or enforcement.

**SECTION V:
ADDITIONAL REASONS FOR OBJECTING TO CASE MANAGEMENT
& SCHEDULING ORDER - THE PLAINTIFF CANNOT STATE A CLAIM**

13. The Plaintiff's inability to state any claim relative to the Defendant or the Court is not a **Rule 12(b) SCRPC** issue. The Plaintiff cannot state any claims because the Plaintiff's failure is self-inflicted. There is no one the Plaintiff can seek relief from, other than the Plaintiff's personnel and Law Firm. No relief can be granted to the Plaintiff due to non-compliance with a Valid Supreme Court Order; unless the Court declares openly or clandestinely that its Administrative Orders are procedural and not subject to legal interpretation or enforcement.

14. The only “Subject Matter” for the Court to decide is relative to the Plaintiff’s “Lack of Standing” for non-compliance with a Valid Supreme Court Order. The Plaintiff’s non-compliance eliminated any issues of fact or law for the Court to debate. The Court has no alternative except to Dismiss the Plaintiff’s complaint forthwith. The Court as the trier of facts **pursuant to Rule 41(b) SCRCP** in this particular situation, must adjudicate this case on the merits because it not provided for in the rule. The only merit the Court has to determine is whether or not the Plaintiff “Substantially Complied” with a Valid Supreme Court Order or the Plaintiff did not “Substantially Comply” is the only fact or law the Court has to determine prior to any Dismissal after the Plaintiff presents the evidence. The Court determines the definition of “Substantial Compliance” specifically and compliance in general.

SECTION VI:

ADDITIONAL REASONS FOR OBJECTING TO CASE MANAGEMENT & SCHEDULING ORDER – NO AFFIRMATIVE DEFENSES OR COUNTERCLAIMS

15. The Plaintiff has effectively eliminated and nullified every Affirmative Defense and Counterclaim against the Defendant for failing to “Substantially “Comply” with a Valid Supreme Court Order and is effectively barred from introducing any new Affirmative Defenses or Counterclaims. In order for the Plaintiff’s original Affirmative Defenses and Counterclaims to remain valid, enforceable and actionable after the “Stay”, the Plaintiff had to “Substantially Comply” with the terms and conditions of the TRO. Since the terms and conditions of Administrative Order #2009-05-22-01 are reasonable, clearly stated, not intrusive and well with the means and the ability of the Plaintiff to “Substantially Comply”, the Plaintiff is without recourse or excuse for failed “Substantial “Compliance””; unless the Court declares openly or clandestinely that its Administrative Orders are procedural and not subject to legal interpretation or enforcement.

SECTION VII:

ADDITIONAL REASONS FOR OBJECTING TO CASE MANAGEMENT & SCHEDULING ORDER – THE PLAINTIFF IS BARRED FROM ANY CONTINUANCE

16. The Plaintiff is effectively barred from proceeding to any trial for reasons already stated and incorporated by reference as though fully set forth herein. The Plaintiff’s Law Firm is also effectively barred from pursuing this case on behalf of the Plaintiff for reasons already stated and incorporated by reference as though fully set forth herein.

WHEREFORE, the relief sought by the foregoing **OBJECTION TO CASE MANAGEMENT & SCHEDULING ORDER SUBJECT TO RULE 38(b), A PRIORITY MATTER** that is dated October 14, 2011 and received on Saturday, October 15, 2011 by Federal Express. The Defendant's **DEMAND for PROTECTION OF THIS COURT** from further abuse and persecution **PURSUANT TO SCRCP RULES 26(c) and 45(c)(1)** should be granted forthwith and any request for a case management & scheduling order and any related assumption/s and/or filing/s must be summarily revoked and denied; as well as, any motions until this matter is decided by the Court.

Respectfully submitted,
Dorothy Sistrunk
423 Bayne Street
Post Office Box 217
Orangeburg, South Carolina 29115
(803) 268-0716

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **OBJECTION TO NOTICE OF TAKING DEPOSITION** has been furnished by U.S. mail to:

Nelson Mullins Riley & Scarborough LLP
ATTN: Brian A. Calub @
1320 Main Street
17th Floor
Columbia, SC 29201
POB 11070
Columbia, SC 29211-1070

Tel: 803-799-2000
Fax: 803-256-7500

2011 OCT 24 A 10:44
FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC

I HEREBY CERTIFY that a true and correct copy of the foregoing **OBJECTION TO NOTICE OF TAKING DEPOSITION** has been furnished by U.S. mail to:

South Carolina's Judicial Department's
Office of Disciplinary Counsel
1015 Sumter Street
Suite 309
Columbia, South Carolina 29201

Telephone: (803) 734-2038
Fax: (803) 734-1964

ATTEST: TRUE COPY
Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 21st day of October in the year 2011 in City of Oranburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): Shanita Mayel-Hendrix
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On Oct. 21, 2011 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary Shanita Mayel-Hendrix
(Signature)

My Commission Expires
August 1st, 2017

Commission Expires _____

(Seal)

FILED FOR RECORD
VIRGINIA L. CLARK
CLERK OF COURT
ORANGEBURG COUNTY, SC
2011 OCT 24 A 10:14

ATTEST: TRUE COPY
Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC