STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE COURT OF COMMON PLEAS
BEFORE THE MASTER IN EQUITY
CASE NO.: 2011–CP–10–7885

HSBC Bank of USA, National Association, as Trustee for the Holders of the Deutsche ALT-A Securities, Inc. Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-A4, assignee of Bank of America N.A., successor by merger to BAC Home Loans Servicing, L.P., f/k/a Countrywide Home Loans Servicing, Inc.,

Plaintiff,

–vs.–

Clifford L. Ryba; Beverly Ryba; Regions Bank; First Federal Savings and Loan Association of Charleston, Citibank (South Dakota) N.A., and Carol Goldberg,

Defendants.

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JULIE J. ARMSTRONG
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ORDER DENYING IN PART AND GRANTING IN PART PLAINTIFF'S MOTION TO ALTER, AMEND OR RECONSIDER OR FOR A NEW TRIAL

This matter came to be heard before on December 15, 2015 at Charleston, South Carolina. Present at the hearing were Matthew Tillman of Womble, Carlyle, Sandridge & Rice, L.L.P., and Ericka G. Lybrand of Rogers, Townsend, and Thomas, P.C., attorneys for the Defendants, as well as J. Kevin Holmes of the Steinberg Law Firm, L.L.P., attorney for the Defendant, Carol Goldberg. The Defendant, Clifford Ryba, was present without counsel but did not ask to be heard. The remaining Defendants were not present. The purpose of the hearing was to consider the Plaintiff's Motions to Alter, Amend or Reconsider the Court's Order Denying Foreclosure filed on June 22, 2015 or to grant a New Trial under Rule 59, S.C.R.C.P.

1. **Judgment against the Rybas.**

The Plaintiff moved to alter, amend, or reconsider the Court's Order on the grounds the Court failed to enter judgment in favor of the Plaintiff against the Defendants, Clifford L. Ryba and Beverly Ryba. The Defendant had no objection to this motion but noted the Defendant, Clifford L. Ryba, had filed bankruptcy. It was agreed the question of whether the Court should enter judgment against said Defendants would be held in abeyance and set for a later hearing with notice to the parties to take evidence on the issue.

2. **Agency.**

The Plaintiff moved to alter, amend, or reconsider the Court's Order or grant a new trial on the grounds the Plaintiff had failed to plead agency. The Defendant did not plead agency, however, the Court notes agency is not a special matter that must be plead under Rule 9, S.C.R.C.P. Preparing for trial the Defendant included in her pretrial brief South Carolina case law holding mortgage brokers are the agents of the lender, not the borrower. *See*: Brown v. Brown, 38 S.C. 173, 17 S.E. 452 (1893); Land Mortgage Investment & Agency Co. of America, Ltd., 49 S.C. 345, 26 S.E. 990 (1897); Blackwell v. British American Mortgage Co., 65 S.C. 105, 43 S.E. 395 (1902); American Mortgage Co. of Scotland v. Woodward, 83 S.C. 54, 65

S.E. 739 (1909).[1] The Plaintiff had notice of the case law when it received the Defendant's pretrial brief before trial. (Tr., pp. 6, and 169).

The Court did not rely on the case law cited by the Defendant in its Order. Instead, the Court found that Countrywide had constructive notice of the fraud committed to obtain title to the property based on the totality of the facts and circumstances detailed in the Court's Order but did find that the Defendants, Clifford L. Ryba, and First Rate Mortgage, LLC, were agents of Countrywide under South Carolina law as an additional sustaining ground for its Order.

The Defendant did not plead agency in her Answer but Rule 16 (b), S.C.R.C.P., allows amendments to conform to the evidence and provides, "When issues not raised by the pleadings are tried by express or implied consent of the parties, they shall be treated in all respects as if they had been raised in the pleadings." A motion to amend to conform to the evidence "may be made upon motion of any party at any time, even after judgment..." "The Court may allow the pleadings to be amended and shall do so freely when the presentation of the merits of the action will be subserved thereby and the objecting party fails to satisfy the court that the admission of such evidence would prejudice him in maintaining his action or defense upon the merits."

The Plaintiff did not object to the agency case law cited in the Defendant's pretrial brief during the trial. No surprise witness was called to testify and no undisclosed document was produced by the Defendant. One of the issues that was

[1] The Court recognized § 40-58-78, was amended on January 1, 2010 to modify the common law rule brokers are agents of the lenders if the broker fee agreement contains explicit disclaimers. No disclaimer were introduced in this case.

tried by express or implied consent of the parties was whether Countrywide had actual or constructive knowledge of the fraud perpetrated to obtain title to the Defendant's property. The question of whether the mortgage broker was an agent of Countrywide went to issue whether Countrywide had notice of the fraud committed to obtain to the Defendant's property.

The Plaintiff alleged it was surprised and prejudiced by the Court's consideration of the agency case law. It is not clear how the Plaintiff was surprised by existing case law. The Plaintiff further argues, even if agency is considered:

> The rule imputing to the principal the agent's knowledge is placed by a majority of courts, including our own, on the ground that it is the duty of the agent to communicate to his principal all knowledge which he possesses material to the principal's business, and the presumption that he has done that duty. Under the operation of this reason, what are sometimes called exceptions or qualification to the rule have grown up. For example, an agent is not presumed to have communicated to his principal professional confidences received in representing a third person, or knowledge acquired while acting for himself or for a third parson and not for the principal, or where the knowledge is such that, according to human nature and experience, the agent is certain to conceal, or where the agent is acting in an adversary relation to the principal, or mediates a fraud against his principal or some third person in his own interest which would be defeated by disclosure.

Charleston Library Society v. Citizens & Southern Nat'l Bank, 201 S.C. 447, 23 S.E.2d 362 (1942); Mauldin Furniture Galleries, Inc. v. Branch Banking & Trust Co., 2012 U.S. Dist. LEXIS 121140, 2012 WL 3680426 (D.C.S.C. Aug. 27, 2012) *citing* Crystal Ice Co. v. First Colonial, 273 S.C. 306, 257 S.E.2d 496 (1979). The Defendant, Clifford L. Ryba, was perpetrating a fraud against the Defendant for his

own benefit and it is certain he tried to conceal that fraud from Countrywide. The Plaintiff's motion to alter, amend, or reconsider the Order on the ground the Defendant did not plead agency is granted and agency, as an alternative sustaining ground of the Court's decision, is deleted.

3. Equitable Subrogation.

The Plaintiff moved to alter, amend, or reconsider the Court's Order or grant a new trial on the grounds the Court had failed to rule that the Plaintiff was entitled to be equitably subrogated to the rights of Countrywide. Equitable subrogation was not plead by the Plaintiff and was not raised by the Plaintiff before or during trial. Equitable subrogation was not an issue tried by express or implied consent between the parties at trial. To the extent the Plaintiff's motion is a motion to amend to include a claim for equitable subrogation, the motion is denied. The Court further notes the Plaintiff's memorandum in support of its motion cites no case concerning the elements of equitable subrogation. Equitable subrogation is applicable when one jointly and severally liable for a mortgage debt is compelled to satisfy the debt to avoid foreclosure. Such a person is entitling to become equitably subrogated to the priority of the mortgagor against subsequent mortgagors. *See*: Dunn v. Chapman, 149 S.C. 163, 146 S.E. 818 (1929). Equitable subrogation is only available if the party who has paid the debt was secondarily liable for the debt. Id.; *see also*: United Carolina Bank v. Caroprop, LTD, 310 S.C. 1, 446 S.E.2d 415 (1994). Even if an amendment to allow a claim for equitable subrogation was granted, it

would not apply because Countrywide was not secondarily liable on the Defendant's mortgage that was satisfied with the proceeds from Countrywide's mortgage.

4. Pooling and Servicing Agreement (PSA).

The Plaintiff moved to alter, amend, or reconsider the Order or to grant a new trial on the grounds the Court should have found the Pooling and Service Agreement dated June 1, 2007 established the Plaintiff obtained title to the subject mortgage before the Defendant filed her *lis pendens* giving notice of her fraud claim and the mortgage was in default entitling the Plaintiff to the protection of the holder in due course or the shelter rules. As discussed at length in the Order, when and how the Plaintiff obtained possession of the note and mortgage was the subject of much controversy throughout these proceedings. Before trial, in the Plaintiff's pleadings and its motion for summary judgment, the Plaintiff and its predecessor in interest alleged they had obtained the subject note and mortgage by virtue of assignments filed with the Charleston County RMC Office on September 15, 2011 and May 21, 2012. (Plaintiff's Exhibits 6 and 8). At trail, however, the Plaintiff, for the first time, offered testimony it had obtained possession of the note and mortgage by virtue of the PSA agreement on June 1, 2007. Michael Ward, Vice President of Specialized Loan Servicing, who testified at trial about the PSA agreement did not bring a copy with him. (Tr. 123). At the conclusion of the Plaintiff's case, the Defendant moved for a directed verdict because the Plaintiff had failed to introduce any evidence what, if anything, the Plaintiff had paid Countrywide for the note and mortgage. Plaintiff's counsel represented to the

Court, "I think the terms of the PSA would express that there was a value associated with these loans that were securitized as part of this trust agreement." (Tr., p. 134). The Court did not rule on the Defendant's motion for a directed verdict but instead instructed the Plaintiff to forward a copy of the PSA agreement to Defendant's counsel. The Court then stated it would leave the issue open and the parties "could come back and we can argue that again if we need to." (Tr. 134 - 135). When the Plaintiff offered to submit a brief on the issue, the Court indicated that "would be great." (Tr. 135).

Plaintiff's counsel sent a copy of the PSA agreement to Defendant's counsel but it was neither offered nor admitted into evidence, no brief was submitted, and no hearing was requested. Nowhere does the transcript indicate the Court instructed the Plaintiff not to introduce a copy the PSA agreement into evidence. To the extent Plaintiff's motion is based on any claim the Court misled the Plaintiff into not introducing the PSA Agreement, the motion is denied.

A copy of the PSA agreement was attached to the Plaintiff's motion as Exhibit 4. The Court has reviewed the PSA agreement and finds it was an agreement between ACE Securities Corp., as the depositor, Wells Fargo Bank, N.A., as the master servicer and securities administrator, Clayton Fixed Income Services, Inc., as the credit risk manager, and the Plaintiff, HSBC Bank USA, National Association, as the Trustee. Countrywide was not a party to the PSA agreement. Nowhere does the PSA agreement say what, if anything, or when Countrywide was paid for the subject note and mortgage. The Schedule of Loans

included with the PSA agreement does include the subject note and mortgage but it does not say what, if anything, Countrywide was paid for the subject note and mortgage. Whatever mutual promises and covenants or other "good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged" that may have been exchanged between the parties to the PSA agreement, that consideration would not have flowed to Countrywide who was not a party to the agreement. (PSA, Exhibit 4, p. 6). The Plaintiff's motion to alter, amend, reconsider or for a new trial to allow the introduction of the PSA agreement is denied because, even if admitted, the PSA agreement does not show what or when anything of value was paid to Countrywide for the subject note and mortgage.

5. Recasting.

The Plaintiff moved to alter, amend, or reconsider the Order on the grounds the Defendant failed to establish the fraud perpetrated by the Defendant, Clifford L. Ryba, and First Rate Mortgage, L.L.C., constituted recasting prohibited by the Licensing Requirements of Certain Loan Brokers of Mortgages on Residential Real Property Act § 40–58–10, *et. seq.*, S.C. Code Anno., 1976 as amended. Section 40–58–70(6) of the Act in effect at the time of the transactions prohibited residential mortgage brokers from engaging in recasting. Section 40-58-20(9) defined recasting as a promise an individual can recoup a home sold to a third party with the intent of the original seller to rent the property for a specific time after which the original seller will have the option to repurchase the property back at a specified price. The section further provides the "specific time" would "normally"

be a year. Mortgage brokers were specifically prohibited from engaging in "recasting" a mortgage loan as a sale with a right to repurchase unless the mortgage applicant obtained the advice of a licensed attorney who is independent of the transaction who provided a document advising the applicant of the potential consequences of recasting. *See*: §§ 40–58–20(9) and 40–58–70(6), S.C. Code Anno., as amended in 1993. No evidence the Defendant received such independent legal advice or documentation of the potential consequences was provided to her was produced. There is no dispute the Defendant, Clifford L. Ryba, was a licensed mortgage broker himself and was an employee of First Rate Mortgage, LLC, the company that actually brokered the loan.

The Plaintiff argues, however, the recasting statute was not violated because the Defendant admitted there was no agreement as to when she would be permitted to repurchase her home. The primary rule of statutory construction is to ascertain and effectuate the intent of the legislature. Doe v. S.C. Dept. of Social Services, 407 S.C. 623, 757 S.E.2d 711 (2014). A statute as a whole must be given a practical, reasonable, and fair interpretation consonant with the purpose, design, and policy of the lawmakers. 16 Jade Street, L.L.C. v. R. Design Const. Co., 398 S.C. 338, 728 S.E.2d 448 (2012). The Court is convinced it was the intent of the legislature to prohibit mortgage brokers from engaging in precisely the type of fraud the Defendant, Clifford L. Ryba, perpetrated in this case. It seems unreasonable that the legislature would intend that the prohibited conduct could be allowed by simply eliminating a specific time thereby making the scheme more attractive to the

victim. The Court is mindful, however, of the rule of statutory construction that when a statutes terms are clear and unambiguous on their face, there is no room for statutory construction and courts must apply the statute according to its literal construction. Miller v. Aiken, 364 S.C. 303, 613 S.E.2d 364 (2005).

Out of an abundance of caution, the Court grants the Plaintiff's motion to alter, amend, or reconsider its Order to delete the references to the scheme being perpetrated as illegal recasting, however, the Court's finding the conduct constituted fraud stands and is sufficient to sustain the Court's Order.

6. Fraud.

The Plaintiff moved to alter, amend, or reconsider the Court's Order or for a new trial on the ground the Defendant failed to prove the elements of fraud by clear and convincing evidence. The elements of fraud are well established under South Carolina law and set forth in the Court's Order. To establish her claim of fraud the Defendant was required to prove: (1) a misrepresentation, (2) its falsity, (3) its materiality, (4) either knowledge of its falsity or a reckless disregard of its truth; (5) intent that the misrepresentation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance of its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *See*: Michael G. Sullivan, Elements of Civil Causes of Action, SC Bar/CLE, p. 103 (2000); Kahn Construction Co. v. S.C. National Bank of Charleston, 275 S.C. 381, 384, 271 S.E.2d 414 (1980). The elements must be proven by "clear, cogent, and convincing evidence." Manship v. Newsome, 188 S.C. 6, 198 S.E. 428 (1938). The Court set forth its findings

regarding fraud in detail in the Court's Order but did not specifically reference the heightened standard of clear and convincing burden of proof. The Court has reviewed the findings and the record, including the testimony brought to the Court's attention by the Plaintiff's motion, and reaffirms those findings were established by clear and convincing evidence. The Plaintiff's motion to alter, amend, or reconsider its Order because the Defendant failed to prove the essential elements of fraud by clear and convincing evidence is granted in part and denied in part. The Court's Order should be amended to reflect that the elements of fraud were proved by clear and convincing evidence.

7. The Shelter Rule – Holder in Due Course.

The Plaintiff moved to alter, amend, or reconsider the Court's Order on the ground the Court misapplied the shelter rule. The Court found that the Plaintiff was the holder of the note and mortgage in question based on its actual possession of the original documents. The question remained, however, whether the Plaintiff met the requirements for protection under the holder in due course or the shelter rules. As set forth in the Court's Order, under South Carolina case law in order to be entitled to protection under the holder in due course rule, the purchaser must prove (1) he has actually paid the full purchase price; (2) he purchased and acquired the legal title, or the best right to it; and (3) he purchased the property in good faith, with integrity of dealing, and without notice of a lien or defect. Spence v. Spence, 368 S.C. 106, 628 S.E.2d 869 (2006). All three (3) conditions must exist before the purchaser had notice of a title defect or other adverse claim, lien, or asserted

interest in the property. S.C.Tax Commn. v. Belk, 266 S.C. 539, 543, 225 S.E. 2d 177, 179 (1976). The burden of proving the existence of the three (3) conditions is on the Plaintiff. Smith v. Faust, 107 S.C. 37, 92 S.E. 24 (S.C. 1917).

The Court ruled the Plaintiff was not entitled to protection under the holder in due course rule based on either the assignment dated September 15, 2011 or the assignment dated May 21, 2012 that were introduced into evidence because both assignments were made after the Defendant had filed her *lis pendens* giving statutory notice of her fraud claim, after the subject note and mortgage were in default. The PSA agreement discussed above also fails to show what or when the Plaintiff paid anything of value to Countrywide for the subject note and mortgage. The Plaintiff failed to prove it paid value and, therefore, is not entitled to the protection of the holder in due course rule in its own right. The Plaintiff argued further it is entitled to protection under the shelter rule because Countrywide, from whom it purchased the note and mortgage, paid value for the note and mortgage before the Defendant filed her *lis pendens*, and before the note and mortgage were in default and, therefore, they are entitled to the protection of the shelter rule.

The shelter rule is applicable if a note or mortgage is purchased from a holder in due course. Once someone in the chain of title purchases the note and mortgage from a holder in due course, "the title is **thenceforth** sanctified." In order for the Plaintiff to be entitled to the protection of the shelter rule, the Plaintiff had to prove Countrywide, in addition to proving they paid value and acquired the legal title, was a bona fide purchaser in good faith, integrity of dealing, and without

notice of a lien or defect. Thus the question became whether Countrywide had actual or constructive knowledge of the fraud committed to obtain title to the property preventing it from being a holder in due course.

As set forth in the Court's Order, notice can be either actual or constructive. When a person has knowledge of facts sufficient to put them on inquiry, the law presumes them to have knowledge of undisclosed facts such inquiry, if pursued with diligence, would have revealed. *See*: City of Greenville v. Washington Am. League Baseball Club, 205 S.C. 495, 32 S.E.2d 777 (1945); O'Leary-Payne v. R.R. Hilton Head, II, Inc., 371 S.C. 340, 638 S.E.2d 96 (S.C. App. 2006). The Court considered numerous facts that are set forth in the Court's Order:

1.The borrower as an employee of the mortgage broker was information readily ascertainable from the loan application.
2. The mortgage loan was not just a subprime mortgage loan. Michael Ward testified the subject note and mortgage applied for was a "no doc," negative amortization loan. The new refinance mortgage allowed the option to pay only a fraction of the "7 or 7.5%" interest rate of the loan and to accumulate the unpaid interest. (Tr. 120).
3. It was the fourth time the property had been refinanced in just two (2) years. The Court requested information from the Plaintiff on the applicable standards for the refinancing of mortgages at the relevant time but no such evidence was introduced by the Plaintiff at trial.
4. The subject property was claimed to be investment property on the loan application but the appraisal performed as part of the loan showed it was rented at a net monthly loss at substantially below fair market value (Defendant's Exhibits 14A and 17). Simply by requesting a copy of the lease agreement Countrywide would have discovered the property was rented back to the Defendant.
5. Inquiry into why the date of the alleged purchase was left blank on the loan application would have revealed the title was obtained from the Defendant for a fraction of its value immediately before the Countrywide mortgage.

Any suggestion the original Countrywide mortgage was simply a purchase money mortgage in an arm's length transaction ignores the other evidence in the

case. The closing documents show the proceeds from the loan were used to pay off the outstanding mortgage, to pay the mortgage broker's fee, to purchase title insurance, and to pay closing costs but that the Defendant was never paid anything for her $150,000.00 equity.

While none of these facts may have been enough considered individually to give notice of the fraud, when considered together they were sufficient to have put Countrywide on inquiry notice and that, if such an inquiry had been diligently conducted, Countrywide would have discovered the underlying fraud committed to obtained title to the property. Since the Court found Countrywide had constructive notice of the fraud, Countrywide was not a holder in due course and, therefore, the Plaintiff which purchased the mortgage from them is not entitled to the protection of the shelter rule. The Plaintiff's motion to alter, amend, or reconsider the Court's Order on the ground the Court misapplied the shelter rule is denied.

8. Other grounds to Alter or Amend.

The Plaintiff filed various additional grounds to alter, amend, or reconsider the Court's Order. Once the Plaintiff was substituted for Bank of America, there no longer was a reason to introduce the web pages describing the terms of the bank's purchase of Countrywide after it became insolvent. The Court's Order referenced the web pages only when discussing the procedural history and the arguments that had been raised at the summary judgment hearing. It is undisputed the transactions involved in this case occurred in 2005 and 2007, before the real estate market collapsed in 2008. The Court did not have to take judicial notice of this fact

to find that the Defendant had an equity of approximately $150,000.00 in her home as that fact was evident from the appraisal done as part of the mortgage loan process. (Defendant's Exhibit 17). Defendant's counsel argued that Countrywide was one of the largest subprime mortgage lenders and that abuses by subprime mortgage lenders led to the largest financial collapse of our generation. The Court's Order, however, did not rely on this recognized fact, in reaching its decision. Rather, what the Court said was:

> The Court wishes to take this opportunity to state this is a very fact specific case. It involved a licensed mortgage broker and his company engaging in a fraudulent and illegal scheme called recasting from which they profited. It involves Countrywide, now a defunct mortgage company, the Defendant aptly described as a poster child for the mortgage loan abuses that led to the largest financial crisis of our generation. And, it involves a financial institution willing to take the risk of Countrywide's suspect mortgages. Denying foreclosure under the facts of this case does not endanger the legal underpinnings of our financial system. It is well founded under existing South Carolina law and is consistent with the public policy that hold those who facilitate or turn a blind eye to or are willing to assume the risk should be held responsible rather than the victims of fraud ...

It was also undisputed that Countrywide purchased title insurance as part of the mortgage. It now further appears the Plaintiff hired a corporate credit risk manager and utilized credit default swaps as part of PSA agreement. The purchase of title insurance to protect against there being a defect in the title was a prudent business decision. The existence of title insurance was properly considered by the Court in balancing the equities in this case. The Plaintiff's motion to alter, amend, or reconsider the Court's Order on these various other grounds is denied.

IT IS HEREBY ORDERED that the Plaintiffs motion to alter, amend, or reconsider the Court's Order or grant a new trial on the ground the Court failed to enter judgment in favor of the Plaintiff against the Defendants, Clifford L. Ryba and Beverly Ryba, is held in abeyance to be heard in a separate hearing at which the Plaintiff will be permitted to introduce evidence on the issue; and

IT IS HEREBY ORDERED that the Plaintiffs motion to alter, amend, or reconsider the Order or grant a new trial on the ground the Defendant did not plead agency is granted and agency, as an alternative sustaining ground of the Court's finding Countrywide had constructive notice of the fraud committed to obtain title to the property, is deleted; and

IT IS HEREBY ORDERED that the Plaintiffs motion to alter, amend, or reconsider the Order or grant a new trial on the ground the Court failed to find the Plaintiff was equitably subrogated to the rights of Countrywide is denied; and

IT IS HEREBY ORDERED that the Plaintiffs motion to alter, amend, or reconsider the Order or grant a new trial on the ground the Court should have found the Pooling and Service Agreement dated June 1, 2007 established the Plaintiffs obtained title to the subject mortgage long the Defendant filed her *lis pendens* giving notice of her fraud claim and the mortgage was in default entitling the Plaintiff to the protection of the holder in due course or the shelter rule is denied because the PSA agreement, even if it had been admitted, does not show what or when anything of value was paid to Countrywide for the subject note and mortgage; and

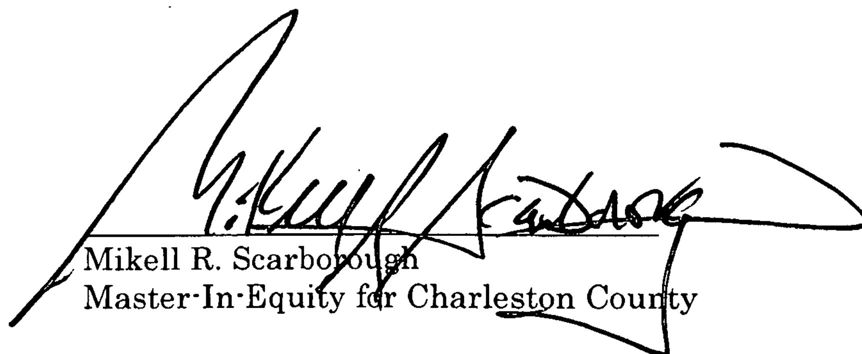
IT IS HEREBY ORDERED that the Plaintiff's motion to alter, amend, or reconsider the Order or grant a new trial on the ground the Defendant failed to establish the fraud perpetrated to obtain title to the Defendant's home constituted recasting prohibited by the Licensing Requirements of Certain Loan Brokers of Mortgages on Residential Real Property Act § 40–58–10, *et. seq.*, S.C. Code Anno., 1976 as amended, is granted and references to recasting are deleted from the Court's Order, however, the Court's finding the conduct constituted fraud stands and is sufficient to sustain the Court's Order; and

IT IS HEREBY ORDERED that the Plaintiff's motion to alter, amend, or reconsider the Order or grant a new trial on the ground the Defendant failed to prove the elements of fraud by clear and convincing evidence is denied; and

IT IS HEREBY ORDERED that the Plaintiff's motion to alter, amend, or reconsider the Order or grant a new trial on the ground the Court misapplied the shelter rule is denied; and

IT IS HEREBY ORDERED that the Plaintiff's motion to alter, amend, or reconsider the Order or grant a new trial on the various other grounds asserted is denied.

AND IT IS SO ORDERED.



Mikell R. Scarborough
Master-In-Equity for Charleston County

Charleston, South Carolina
April 20, 2016