

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge
Civil Action No. 2013-CP-40-0712

Appellate Case No. 2016-001389

Green Tree Servicing, LLC,.....Respondent,

v.

Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks,.....Appellant.

RECORD ON APPEAL

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DEC 29 2016

SC Court of Appeals

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15-00351-dd Robert Mason Hendricks and Jacqueline Taylor Hendricks
Case type: bk Chapter: 13 Asset: Yes Vol: v Chief Judge: David R. Duncan
Date filed: 01/23/2015 Date of last filing: 03/13/2015
Debtor dismissed: 02/24/2015 Joint debtor dismissed: 02/24/2015
Date terminated: 03/13/2015

History

Doc. No.	Dates	Description
	<i>Filed & Entered:</i> 01/23/2015 <i>Terminated:</i> 02/24/2015	Receipt of Filing Fee Via Internet
	<i>Docket Text:</i> Receipt of Filing Fee for Voluntary Petition (Chapter 13) (atty)(15-00351) [misc,volp13ac] (310.00). Receipt Number 8719336, amount 310.00. (U.S. Treasury)	
<u>1</u>	<i>Filed & Entered:</i> 01/23/2015 <i>Terminated:</i> 02/24/2015	Voluntary Petition (Chapter 13) (atty)
	<i>Docket Text:</i> Chapter 13 Voluntary Petition Filed by Jason T. Moss on behalf of Robert Mason Hendricks, Jacqueline Taylor Hendricks. (Moss, Jason)	
<u>2</u>	<i>Filed & Entered:</i> 01/23/2015 <i>Terminated:</i> 02/24/2015	Bankruptcy Form 21 SSN
	<i>Docket Text:</i> Bankruptcy Form 21 SSN. DOCUMENT IMAGE AVAILABLE ONLY TO COURT USERS AND THE TRUSTEE/US TRUSTEE. Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason)	
<u>3</u>	<i>Filed & Entered:</i> 01/23/2015 <i>Terminated:</i> 02/24/2015	Meeting of Creditors (Chapter 13)
	<i>Docket Text:</i> Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, Deadlines and Notice of Appointment of Interim Trustee Joy S. Goodwin, .Document Served. 341(a) meeting to be held on 02/23/2015 at 11:30 AM at Columbia Meeting of Creditors. Last day to oppose dischargeability of certain debts is 04/24/2015. Proofs of Claim or Interest due by 05/26/2015. Confirmation Hearing to be held on 04/06/2015 at 10:00 AM at Columbia.	
<u>4</u>	<i>Filed & Entered:</i> 01/23/2015 <i>Terminated:</i> 02/24/2015	Certificate of Credit Counseling
	<i>Docket Text:</i> Certificate of Credit Counseling Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason)	
<u>5</u>	<i>Filed:</i> 01/25/2015 <i>Entered:</i> 01/26/2015 <i>Terminated:</i> 02/24/2015	Certificate of Service of Meeting of Creditors Notice as served by the Bankruptcy Noticing Center.
	<i>Docket Text:</i> Certificate of Service of Meeting of Creditors Notice as served by the Bankruptcy Noticing Center. Notice Date 01/25/2015. (Related Doc # 3) (Admin.)	
<u>6</u>	<i>Filed & Entered:</i> 01/27/2015 <i>Terminated:</i> 02/24/2015	Notice of Appearance
	<i>Docket Text:</i> Notice of Appearance and Request for Notice Filed by W. S. Badcock Corporation. (W.S. Badcock Corporation)	
	<i>Filed & Entered:</i> 01/30/2015	UST/Trustee Notice of Filings Due

	Terminated:	02/24/2015	
	Docket Text: Notice of Filings Due: Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, Schedule G, Schedule H, Schedule I, Schedule J, Payment Advices, Chapter 13 Plan,. All Missing Documents Must be Filed by 2/6/2015 Filed by Joy S. Goodwin. (Goodwin, Joy)		
7	Filed & Entered:	02/02/2015	Notice of Appearance
	Terminated:	02/24/2015	
	Docket Text: Notice of Appearance and Request for Notice Filed by Recovery Management Systems Corporation. (Recovery Management Systems Corporation)		
8	Filed & Entered:	02/03/2015	Schedules/Statements Filed
	Terminated:	02/24/2015	
	Docket Text: Schedules Filed: Summary of Schedules Statistical Summary of Certain Liabilities - Form 6 Pg 2 Schedule A Schedule B Schedule C Schedule D Schedule E Schedule F Schedule G Schedule H Schedule I Schedule J; Statements Filed: Statement of Financial Affairs Payment Advices Statement Disclosing Anticipated Increase in Income or Expenditures Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason)		
9	Filed & Entered:	02/03/2015	Chapter 13 Stmt of Income/Calculation
	Terminated:	02/24/2015	
	Docket Text: Chapter 13 Stmt of Income/Calculation Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason)		
10	Filed & Entered:	02/03/2015	Plan
	Terminated:	02/24/2015	
	Docket Text: Plan, Motion to Establish Value Included in Chapter 13 Plan, Debtor(s) Statement in Support of Confirmation Filed by Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Attachments: # 1 Main Document # 2 Main Document)(Moss, Jason)		
10	Filed & Entered:	02/03/2015	Valuation Included in Ch. 13 Plan
	Terminated:	02/24/2015	
	Docket Text: Plan, Motion to Establish Value Included in Chapter 13 Plan, Debtor(s) Statement in Support of Confirmation Filed by Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Attachments: # 1 Main Document # 2 Main Document)(Moss, Jason)		
10	Filed & Entered:	02/03/2015	Statement in Support of Confirmation
	Terminated:	02/24/2015	
	Docket Text: Plan, Motion to Establish Value Included in Chapter 13 Plan, Debtor(s) Statement in Support of Confirmation Filed by Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Attachments: # 1 Main Document # 2 Main Document)(Moss, Jason)		
11	Filed & Entered:	02/03/2015	Motion to Extend Automatic Stay
	Terminated:	02/18/2015	
	Docket Text: Motion to Extend Automatic Stay, with Certification of Facts, Hearing Notice, Certificate of Service Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. Date Served 2/3/2015. Last day for objections is 2/17/2015. Hearing scheduled for 2/18/2015 at 02:00 PM at Columbia. (Attachments: # 1 Affidavit) (Moss, Jason)		
12	Filed & Entered:	02/05/2015	Response
	Terminated:	02/19/2015	

	<i>Docket Text:</i> Response to Motion to Extend Automatic Stay filed by Joint Debtor Jacqueline Taylor Hendricks, Debtor Robert Mason Hendricks with Certificate of Service Filed by Joy S. Goodwin (related document(s) <u>11</u>). (Goodwin, Joy)	
<u>13</u>	<i>Filed & Entered:</i> 02/17/2015 <i>Terminated:</i> 02/24/2015	Attorney Fee Disclosure Statement
	<i>Docket Text:</i> Amended Attorney Fee Disclosure Statement Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason)	
<u>14</u>	<i>Filed & Entered:</i> 02/18/2015 <i>Terminated:</i> 02/20/2015	Proposed Order
	<i>Docket Text:</i> Proposed Order RE: <i>Interim Order Granting Approval of Trial Period Plan</i> Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason)	
<u>15</u>	<i>Filed & Entered:</i> 02/18/2015 <i>Terminated:</i> 02/19/2015	Hearing Held
	<i>Docket Text:</i> Hearing Held. relating to: Motion to Extend Automatic Stay filed by Joint Debtor Jacqueline Taylor Hendricks, Debtor Robert Mason Hendricks. (related document(s) <u>11</u>) Order due from Chambers. (Miranda, P)	
<u>16</u>	<i>Filed & Entered:</i> 02/18/2015 <i>Terminated:</i> 02/19/2015	Order
	<i>Docket Text:</i> Order Motion to Extend Automatic Stay, with Certification of Facts, Hearing Notice, Certificate of Service filed by Jacqueline Taylor Hendricks, Robert Mason Hendricks. Based upon the findings of fact and conclusions of law stated on the record by this Court, the Motion to Extend Stay ("Motion") filed by Robert Mason Hendricks and Jacqueline Taylor Hendricks ("Debtors") is denied. The stay will expire on the 30th day after the petition was filed. In addition, the Debtors' case is subject to the following conditions: (1) The Debtors must consent to a wage order being issued in their case; and (2) Should this case be dismissed for any reason within the next two (2) years, dismissal shall be with prejudice for a period of one (1) year as to any subsequent filing by Debtors under Chapters 11, 12, or 13 of the Bankruptcy Code. AND IT IS SO ORDERED. Signed by: Chief Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>11</u>). (Rea, K)	
<u>17</u>	<i>Filed & Entered:</i> 02/20/2015 <i>Terminated:</i> 02/24/2015	Order
	<i>Docket Text:</i> The debtors have filed a proposed order "Interim Order Granting Approval of Trial Period Plan". There is no motion before the court relating to the proposed order and the form of order is not in accord with any relief otherwise available under Judge Duncan's chambers guidelines. The proposed order is rejected and no relief is provided. AND IT IS SO ORDERED. Signed by: Chief Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>14</u>). (Duncan, David)	
<u>18</u>	<i>Filed:</i> 02/21/2015 <i>Entered:</i> 02/22/2015 <i>Terminated:</i> 02/24/2015	Certificate of Service of Document as served by the Bankruptcy Noticing Center.
	<i>Docket Text:</i> Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/21/2015. (Related Doc # <u>16</u>) (Admin.)	
<u>19</u>	<i>Filed:</i> 02/22/2015 <i>Entered:</i> 02/23/2015 <i>Terminated:</i> 02/24/2015	Certificate of Service of Document as served by the Bankruptcy Noticing Center.

	Docket Text: Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/22/2015. (Related Doc # 17) (Admin.)	
	Filed & Entered: 02/23/2015 Terminated: 02/24/2015	Statement Adjourning Meeting of Creditors
	Docket Text: Statement Adjourning Meeting of 341(a) Meeting of Creditors. Section 341(a) Meeting Continued to 3/17/2015 at 01:00 PM at Columbia Meeting of Creditors. (Goodwin, Joy)	
<u>20</u>	Filed & Entered: 02/23/2015 Terminated: 02/24/2015	Motion to Dismiss
	Docket Text: Motion to Dismiss <i>Voluntarily</i> with Certificate of Service Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Attachments: # 1 Mailing Matrix) (Moss, Jason)	
<u>21</u>	Filed: 02/24/2015 Entered: 02/25/2015 Terminated: 03/13/2015	Order on Motion to Dismiss Case
	Docket Text: Order Dismissing Case With Prejudice on Motion of the Debtor and Joint Debtor. Notice and service of this event are delegated pursuant to SC LBR 5075-1 (related document (s)20). Monitor deadline: 3/11/2015 (Weathers, K)	
	Filed & Entered: 03/13/2015	Close Bankruptcy Case
	Docket Text: Bankruptcy Case Closed (Phipps, S)	
<u>22</u>	Filed & Entered: 03/13/2015 Terminated: 03/13/2015	Chapter 13 Trustee's Final Report and Account - Dismissed
	Docket Text: Chapter 13 Trustee Final Report and Account - Dismissed. (Goodwin, Joy)	

PACER Service Center			
Transaction Receipt			
04/02/2015 10:00:32			
PACER Login:	fg0003:2548845:0	Client Code:	F41908 clw
Description:	History/Documents	Search Criteria:	15-00351-dd Type: History Docket Text: DisplayDktText
Billable Pages:	3	Cost:	0.30

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Green Tree Servicing, LLC,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2013-CP-40-0712

ORDER GRANTING PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT ON
DEFENDANT'S COUNTERCLAIMS

RICHLAND COUNTY
FILED
2016 APR 9 PM 3:31
JENNIFER H. HARRISON
CLERK OF COURT

This matter came before the Honorable G. Thomas Cooper, Jr., on Plaintiff's Motion for Summary Judgment on Defendant's Counterclaims, pursuant to Rule 56, South Carolina Rules of Civil Procedure ("SCRCP"), on the grounds that Defendant is judicially estopped from asserting her counterclaims. The Court conducted a hearing on the Motion on Monday, April 4, 2016. Based upon the arguments of counsel, memoranda submitted by the parties, and after considering the applicable law and facts related to this Motion, this Court finds as follows:

FINDINGS OF FACT

1. Green Tree Servicing, LLC ("Plaintiff"), commenced this action as a foreclosure against Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks ("Defendant"), based upon her default in monthly payments under a note and mortgage assigned to Plaintiff.
2. After Defendant defaulted in her payments on November 1, 2009, Plaintiff provided Defendant with the required notices and declared the entire balance due and payable with the filing of a foreclosure action.
3. Defendant filed an Answer and Counterclaim on July 3, 2014, raising violation of the Real Estate Settlement and Procedures Act, violation of the Truth in Lending Act, breach of contract accompanied by violation of the covenant of good faith and fair dealing, intentional infliction of emotional distress, negligence, and violation of South Carolina Supreme Court Order 2011-05-02-01 as counterclaims. (Answer at ¶¶ 1-13). Plaintiff timely replied on August 8, 2014.

4. Without leave of Court or consent of Plaintiff, Defendant subsequently filed an Amended Answer and Counterclaim on August 18, 2014, asserting breach of contract, intentional infliction of emotional distress, negligence, and violation of South Carolina Supreme Court Order 2011-05-02-01 as counterclaims. (Amended Answer at ¶¶ 1-13). In response, Plaintiff filed a Motion to strike Defendant's Amended Answer and Counterclaim on September 3, 2014.

5. Thereafter, Defendant filed for relief under Chapter 13 of the U.S. Bankruptcy Code on October 3, 2014. During the bankruptcy, Defendant submitted a Summary of Schedules to the United States Bankruptcy Court, District of South Carolina, on February 3, 2015 where she represented to the Bankruptcy Court under penalty of perjury that she did not possess any contingent or un-liquidated claims of any nature, counterclaims, or rights of setoff. Defendant obtained a loan modification with Plaintiff during the pending of the bankruptcy. The bankruptcy was dismissed by order entered on March 13, 2016.

6. Subsequently, the foreclosure action was dismissed by order entered on August 17, 2015. Defendant's counterclaims were not dismissed and remain pending. Plaintiff then filed the instant Motion for Summary Judgment on the grounds that Defendant is judicially estopped from asserting any of the counterclaims raised as a defense in this foreclosure action because she did not disclose them in her bankruptcy proceedings.

CONCLUSIONS OF LAW

7. The test for determining whether to apply the doctrine of judicial estoppel requires the Court to inquire into whether: (1) two inconsistent positions were taken by the same party or parties in privity with each other; (2) the positions must be taken in the same or related proceedings involving the same parties or parties in privity with each other; (3) the party taking the position must have been successful in maintaining the first position and must have received some benefit; (4) the inconsistency must be part of an intentional effort to mislead the court; and (5) the two positions must be inconsistent. *Cottrill v. Brown*, 357 S.C. 210, 215-216, 592 S.E.2d 629, 632 (S.C. 2004) (citing *Carrigg v. Cannon*, 347 S.C. 75, 83, 552 S.E.2d 767, 772 (Cl. App. 2001)).

 2

8. It is undisputed that factors one, two, and five regarding judicial estoppel have been satisfied. Defendant admits she did not disclose her counterclaims in the bankruptcy proceedings. Defendant, however, argues that the third and fourth factors have not been satisfied because she did not receive any benefit due to the dismissal of the bankruptcy proceedings. Defendant further argues that there is no evidence that she was engaged in an intentional effort to mislead the Bankruptcy Court because she disclosed her claims to her bankruptcy attorney, and he elected not to disclose them in Defendant's Summary of Schedules.

9. A review of the evidence and applicable law show that all five factors regarding judicial estoppel are satisfied. Defendant has clearly taken two inconsistent positions which involve the same parties, i.e., informing the Bankruptcy Court that she did not have any claims against any entities as part of the disclosure of her assets and her present counterclaims.

10. Further, Defendant had motive to fail to disclose the claims to the Bankruptcy Court because her recovery, if any, would have been made available to her creditors in the bankruptcy case, including Plaintiff. See *Calafiore v. Werner Enterprises, Inc.*, 418 F.Supp.2d 795, 798 (D. Md. 2006) ("if... undisclosed claim [or defenses] would have added assets to the bankruptcy estate, [the debtor] will usually be deemed to have had a motive to conceal those claims.").

11. Finally, Defendant argues the failure to disclose was inadvertent because she notified her bankruptcy attorney of her counterclaims and he elected not to include them in Defendant's schedules. However, even in such an instance, judicial estoppel still applies because disclosure of the claims would have increased the assets of the bankruptcy estate and thus Defendant is deemed to have had a motive to conceal those claims. See *Evans v. Allied Air Enterprises, Inc.*, CA 5:10-2029-MBS, 2011 WL 4548307 (D.S.C. Sept. 30, 2011) on reconsideration in part, CA 5:10-2029-TLW-SVJ, 2012 WL 2572266 (D.S.C. July 2, 2012) ("The courts will not permit a debtor to obtain relief from the bankruptcy court by representing that no claims exist and then subsequently to assert those claims for his own benefit in a separate proceedings. The interests of both the creditors, who plan their actions in the bankruptcy proceeding on the basis of information supplied in the disclosure statements, and the bankruptcy court,

GU 3

which must decide whether to approve the plan of reorganizations on the same basis, are impaired when the disclosure provided by the debtor is incomplete."'). Accordingly, there is no genuine issue of material fact in dispute, and Defendant is judicially estopped from asserting any of the counterclaims raised in Plaintiff's prior foreclosure action.

It is, therefore, hereby

ORDERED that Plaintiff's Motion for Summary Judgment on Defendant's counterclaims is **GRANTED**.

IT IS SO ORDERED.



Honorable G. Thomas Cooper, Jr.,

Columbia, South Carolina

Harmon 19, 2016

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2013CP4000712

Bank Of America N A

Jacqueline L Taylor

PLAINTIFF(S)

Jacqueline Taylor Hendricks

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$ _____
		\$ _____
		\$ _____

If applicable, describe the property, including tax map information and address, referenced in the order: _____

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge _____

Judge Code 2126

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 20 day of April, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Andrew Michael Wilson

Magalie Arcure Creech

Jacqueline Taylor Hendricks

William H. Edwards

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

Jacqueline Taylor Hendricks

Jeanette W...

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Green Tree Servicing, LLC,

Plaintiff,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

Defendant.

IN THE COURT OF COMMON PLEAS
IN THE FIFTH JUDICIAL CIRCUIT

Case No. 2013-CP-40-0712

ORDER DENYING DEFENDANT'S
MOTION TO RECONSIDER

RECEIVED

JUN 30 2016

This matter comes before the Court by way of Defendant's Motion to Alter or Amend the Judgment pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure. Specifically, Applicant asks this Court to reconsider its Order Granting Plaintiff's Motion for Summary Judgment filed April 19, 2016.

After careful consideration of the record in this case and the submissions of the parties, this Court is unable to discover any material fact or principle of law that has either been overlooked or disregarded and further finds no error of law or facts not appropriately considered. Accordingly, this Court hereby **DENIES** Defendant's Motion under Rule 59(e) of the South Carolina Rules of Civil Procedure, to reconsider this Court's Order filed April 19, 2016. Furthermore, pursuant to Rule 59(f) of the South Carolina Rules of Civil Procedure, the Court is of the opinion that oral argument is not necessary.

IT IS SO ORDERED.

Columbia, South Carolina
May 26, 2016


G. Thomas Cooper, Jr., Judge
Fifth Judicial Circuit



Reply to Charleston Foreclosure Office

June 2, 2014

DENIAL OF FORECLOSURE RELIEF
(after review)

Jacqueline L. Taylor
234 Pineneedle Road
Columbia, SC 29203

RE: Bank of America, N.A. vs. Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks
Civil Action No.: 13-CP-40-0712
Our File No.: F41908

JEANNETTE W. MCBRIDE
C.C.P. & G.S.

2014 JUN -9 AM 9:09

RICHLAND COUNTY
FILED

Dear Sir/Madam:

Your loan has been reviewed for the foreclosure intervention options you requested pursuant to the Notice of Foreclosure Intervention you returned to us. Unfortunately, you are ineligible for the following reasons:

	YOU REQUESTED	REASON FOR INELIGIBILITY
☐	Reinstatement	
☐	Payoff	
☐	Payment Plan	
☒	Forbearance Agreement	Borrower failed to submit requested information.
☒	Loan Modification	Borrower failed to submit requested information.
☐	Deed in Lieu	
☐	Short Sale	
☐	Other:	

Accordingly, this letter shall serve as Bank of America, N.A.'s denial of your eligibility for foreclosure intervention pursuant to the May 2, 2011, Administrative Order 2011-05-02-01 of the South Carolina Supreme Court. Please be advised that you have thirty (30) days from the mailing of this letter to file and serve an answer or other response.

Sincerely,

By:

- ☐ Thomas A. Shook, SC Bar # 68340
☒ Susan S. White, SC Bar # 5453
☐ Andrew M. Wilson, SC Bar # 72553
☐ Elizabeth S. Moore, SC Bar # 69236
☐ Teresa D. Van Vlake, SC Bar # 11118
☐ Joanne A. Tomasini-Muñiz, SC Bar #100438
Attorneys for Bank of America, N.A.

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CHARLESTON
Foreclosure
4000 Faber Place Drive, Suite 450
Post Office Box 71727 (29415)
North Charleston, SC 29405
Tel: (843) 577-5460
Fax: (843) 725-0015

33820.F41508

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Bank of America, N.A.,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT(S).

2013CP400

IN THE COURT OF COMMON PLEAS
C/A NO: 2013-CP-40-

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

JEANETTE W. McBRIDE
Clerk P. & G.S.

2013 FEB -5 AM 10:12

FILED

RICHLAND COUNTY

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for foreclosure of a certain mortgage of real estate given by Jacqueline L. Taylor to Bank of America, N.A. in the amount of \$47,500.00, dated March 22, 2004, and recorded in the Office of the Register of Deeds for Richland County in Book 917 at Page 1308 on March 30, 2004.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

All that certain piece, parcel, lot or tract of land, together with the improvements thereon, situate, lying and being on the southern side of Pine Needle Road, (now known as 234 Pine Needle Road) in the City of Columbia, in the County of Richland and in the State of South Carolina, said lot being shown and designated as Lot #15 in Block 10 as shown on plat of Part of Block 10 in Clairview Terrace by Buford Jackson dated March 11, 1949, revised July 2, 1949, said revised plat recorded in the office of the Clerk of Court for Richland County in Plat Book N, page 94.

TMS#: R09203-05-10

Property Address: 234 Pineneedle Road, Columbia, SC

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460

By:

☐ Thomas A. Shook, SC Bar # 68340
☐ Susan S. White, SC Bar # 5453
☐ Joseph T. Merli, SC Bar # 3943
☒ Andrew M. Wilson, SC Bar # 72553
☐ Elizabeth S. Moore, SC Bar # 69236
Attorneys for Plaintiff

February 1, 2013

J3820 F41908
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Bank of America, N.A.

PLAINTIFF,

vs
Jacqueline L. Taylor aka Jacqueline Taylor Headrick
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION COVER SHEET
2013-CF-48

JEANETTE W. McBRIDE
C.C.P. & G.S.

2013 FEB -5 AM 10:12

RICHLAND COUNTY
FILED

Submitted by: ☐ Thomas A. Brooks SC Bar # 41348
☐ Susan E. White SC Bar # 3413
☒ Joseph T. Mott SC Bar # 3943
☐ Andrew M. Wilson SC Bar # 71353
☐ Elizabeth R. Moore SC Bar # 61316
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N. Charleston, SC 29413
City: Charleston
Telephone #: (843) 377-0400
Fax #: (843) 713-6003
E-mail Address (if applicable):

NOTE: This cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|---|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) _____ | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20____-CP-_____
☐ Notice/ File Med Mal (230)
☐ Other (299) _____ | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) _____ | ☐ Claim & Delivery (400)
☐ Condemnation (410)
☒ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____ |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) _____ | Administrative Law/Relief
☐ Reinstatement Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order
☐ Other (899) _____ | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement
Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation
Settlement Approval (780)
☐ Other (799) _____ | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Employment Security Comm
(991)
☐ Other (999) _____
Other (999) _____ |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) _____ | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an
Out-of-County Action (660)
☐ Sexual Predator (610) | | |

Submitting Party Signature:

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §13-36-10 et. seq. SCCA / 114 (4/2012)

Date: 02/01/2013

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. ~~Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)~~
4. Case are exempt from the ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

SCCA/234 (04/2012)

11820 P41908

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Bank of America, N.A.,

PLAINTIFF,

VS.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT(S).

TO THE ABOVE NAMED DEFENDANT(S):

IN THE COURT OF COMMON PLEAS

C/A NO: 2013-CP-40-

SUMMONS AND NOTICES

(NON-JURY MORTGAGE FORECLOSURE)

JEANETTE W. MCBRIDE
C.O.P. & G.S.

2013 FEB -5 AM 10:12

RICHLAND COUNTY
FILED

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or to otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the plaintiff's attorneys at their office, 4000 Faber Place, Suite 450 (29405), P.O. Box 71727, North Charleston, South Carolina, 29415, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Richland County, which Order shall, pursuant to Rule 53(b) of the SCRCF, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, S.C. 29415
(843) 577-5460

By:

☐ Thomas A. Sheek, SC Bar # 68340
☐ Susan S. White, SC Bar # 5453
☐ Joseph L. Merli, SC Bar # 3943
☒ Andrew M. Wilson, SC Bar # 72553
☐ Elizabeth S. Moore, SC Bar # 69236
Attorneys for Plaintiff

February 1, 2013

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Bank of America, N.A.,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO. 2013-CP-40-

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

JACQUELINE L. TAYLOR
C/O P. & G.S.

2013 FEB -5 AM 10:12

RICHLAND COUNTY
FILED

The Plaintiff alleges as follows:

1. The Plaintiff, a corporation or other legal entity, brings this foreclosure action to collect a debt and/or enforce a mortgage, security interest, or other rights in property securing the debt.
2. The Plaintiff is the servicer and/or mortgagee of the note and mortgage covering real property located in Richland County, which is the subject of the within captioned action, and is entitled to enforce same.
3. The defendant(s) named herein may have an interest in the property that is the subject of this action.
4. Any defendant(s) described herein as Judgment Creditor(s) have by filing judgment(s) designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of §15-35-840 of the South Carolina Code of Laws (1976 as amended).
5. Upon information and belief, the defendant, Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks is not in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).
6. On or about March 22, 2004, for value received, Jacqueline L. Taylor executed and delivered to Bank of America, N.A. a certain promissory note in the sum of \$47,500.00, together with interest thereon at a yearly rate of 5.875% pursuant to the terms of the note.
7. To secure the payment of the said note and debt, secured thereby, and in accordance with the terms and conditions thereof, on March 22, 2004, Jacqueline L. Taylor executed and delivered to Bank of America, N.A., its successors and assigns, a mortgage covering the following described property:

All that certain piece, parcel, lot or tract of land, together with the improvements thereon, situate, lying and being on the southern side of Pine Needle Road, (now known as 234 Pine Needle Road) in the City of Columbia, in the County of Richland and in the State of South Carolina, said lot being shown and designated as Lot #15 in Block 10 as shown on plat of Part of Block 10 in Clairview Terrace by Buford Jackson dated March 11, 1949, revised July 2, 1949, said revised plat recorded in the office of the Clerk of Court for Richland County in Plat Book N, page 94.

TMS #: R09203-05-10

Property Address: 234 Pineneedle Road, Columbia, SC

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Richland County in book 917 at page 1308 on March 30, 2004.

9. The mortgage constitutes a first mortgage lien on the subject property.

10. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP), however the loan is not subject to modification under the HMP because the borrower did not return all required documents

11. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.

12. The monthly payments due on said note and mortgage are in default since November 1, 2009, although demand for payment thereof has been made and the plaintiff, as the holder of the said note and mortgage, after providing all required notices, elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of November 1, 2009, the sum of \$ 38,843.97, together with interest at the rate of 5.875% per annum, from October 1, 2009, and also for the costs and disbursements of this action, including attorney's fees.

13. Pursuant to Sections 37-3-105, South Carolina Code of Laws (1976 as amended), the mortgage lien, which is the subject of this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code. Any notice of right to cure has been given as required.

14. The Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto the plaintiff, including costs and attorney's fees.

15. Plaintiff, Bank of America, N.A. is also the owner of that certain second mortgage dated October 20, 2004, and recorded in the office of the Register of Deeds for Richland County on October 21, 2004, in Book 989 at Page 2027, originally given by Jacqueline L. Taylor to secure a note in the original principal amount of \$20,000.00. Modification of Security Instrument (Home Equity Line of Credit) dated January 16, 2007, between Jacqueline L. Taylor and Bank of America, NA, recorded February 20, 2007, in Book 1283 at Page 3504 increased the Principal amount to \$55,000.00.

Plaintiff is foreclosing its first mortgage described in Paragraphs 6, 7 & 8 *Supra* and specifically reserves its rights under said second mortgage, and the note secured thereby, to apply pursuant to Rule 71 (c) SCRPC to the Court for any surplus funds resulting from the foreclosure sale conducted in connection with the foreclosure of the first mortgage.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein and that:

1. The amount due upon the said note and mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

2. The said Plaintiff's Mortgage be declared a first mortgage lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

3. The mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with the attorney's fees as aforesaid, and

Third, the surplus, if any be distributed according to law.

4. An Order be entered directing and empowering the Sheriff of Richland County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

5. An Order be entered for the ejectment of the defendants in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the plaintiff's mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the plaintiff or its agents from the subject property by placing said property on the public street or highway or by any other means.

6. An Order be entered granting the appointment of a Receiver to secure and supervise the rental of the property sought to be foreclosed with authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt.

7. An Order be entered for reimbursement of all costs for inspecting and securing the property incurred by the plaintiff as a result of the delinquency.

8. An Order be entered for such other and further relief as may be just and proper.

FINKEL LAW FIRM LLC
P.O. Box 71727
N. Charleston, SC 29415
(843) 577-5460

By:

☐ Thomas A. Shook, SC Bar # 68340
☐ Susan S. White, SC Bar # 5453
☐ Joseph T. Merli, SC Bar # 3943
☒ Andrew M. Wilson, SC Bar #72553
☐ Elizabeth S. Moore, SC Bar # 69236

Attorneys for Plaintiff

February 1, 2013

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Bank of America, N.A.,

PLAINTIFF,

VS.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2013-CP-40-CERTIFICATE OF
EXEMPTION/WITHDRAWAL FROM
ARBITRATION AND MEDIATIONJEANETTE W. McBRIDE
C.C.P. & C.S.

2013 FEB -5 AM 10:12

RICHLAND COUNTY
FILED

-I CERTIFY THAT THIS ACTION IS EXEMPT FROM ARBITRATION BECAUSE:

- ☐ Monetary relief requested in this case exceeds \$25,000;
- ☐ This is a class action;
- ☐ There is a substantial claim for injunction or declaratory relief requested in this case;
- ☒ This case involves (check one or more of the following):
- ☐ Title to real estate;
- ☐ Wills, trusts and decedents' estates;
- ☒ Mortgage foreclosure;
- ☐ Partition;
- ☐ This is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
- ☐ Monetary relief requested in this case is unspecified but exceeds \$25,000;
- ☐ This case is a companion or related to similar actions pending in other courts with which the action might be consolidated but for lack of jurisdiction or venue;
- ☐ This action is appellate in nature;
- ☐ This is a post-conviction relief matter;
- ☐ This is a forfeiture proceeding brought by the State; or
- ☐ This is a contempt of Court proceeding.

FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, SC 29415
(843) 577-5460

By:

- ☒ Thomas A. Shook, SC Bar # 68340
- ☒ Susan S. White, SC Bar # 5453
- ☒ Joseph T. Merli, SC Bar # 3943
- ☒ Andrew M. Wilson, SC Bar # 72553
- ☐ Elizabeth S. Moore, SC Bar # 69236
- Attorneys for Plaintiff

February 1, 2013

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (THE 'ACT')
15 U.S.C. SECTION 1601, AS AMENDED**

1. As of March 7, 2013, you owe \$ 52,935.89. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph 6 of this Notice.
2. Bank of America, N.A. is the Creditor to whom the debt is owed.
3. The debt described in this Notice will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after receipt of this notice, dispute the validity of the debt or some portion thereof.
4. If you, the Debtor, notify the Creditor's law firm in writing, within thirty (30) days from receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will cease all collection activities until it obtains and provides to you a verification of the debt, and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.
5. If the Creditor named in the attached letter is not the original Creditor, and if you make a written request to the Creditor's law firm within thirty (30) days, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Finkel Law Firm LLC, Post Office Box 71727, N. Charleston, SC 29415, or call (843) 577-5460.
7. Please be advised that the time period in which you have to dispute the amount of your debt and request additional information does not alter or affect the time period set forth in the South Carolina Rules of Civil Procedure for the filing of an answer or other responsive pleading to the Complaint.
8. If the Debtor has received a discharge of the debt described in paragraph one pursuant to the United States Bankruptcy Code, then neither Creditor nor its law firm is seeking to collect any portion of the debt and all information contained herein is supplied for informational purposes only. Any pending or ensuing legal action by Creditor's law firm will undertake to foreclose a valid security interest only and neither is intended nor will operate as any effort to collect upon any debt that has been so discharged.

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE**

33820.F41908

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Bank of America, N.A.,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2013-CP-40-

NOTICE OF FORECLOSURE
INTERVENTION

JEANETTE W. McBRIDE
C.C.P. & G.S.

2013 FEB -5 AM 10:12

FILED

RICHLAND COUNTY

TO JACQUELINE L. TAYLOR A/K/A JACQUELINE TAYLOR HENDRICKS:

PLEASE TAKE NOTICE THAT pursuant to the Supreme Court of South Carolina Administrative Order 2011-05-02-01, you may be eligible for foreclosure intervention programs for the purpose of resolving the above-referenced foreclosure action. If you wish to be considered for a foreclosure intervention program, you may contact Finkel Law Firm LLC, 4000 Faber Place Drive, Suite 450 (29405), P.O. Box 71727 (29415), North Charleston, SC 29405, or call (843) 577-5460 within thirty (30) days from the date of this notice. You may contact Bank of America, N.A., Attn: Home Retention Division: CA6-919-02-46, 400 National Way, Simi Valley, CA 93065, Customer Advocacy and Collections call back number: (800) 669-0102. Finkel Law Firm LLC represents the Plaintiff in this action. Our law firm does not represent you and is not authorized to provide you any legal advice. IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN THIS FORECLOSURE INTERVENTION PROCESS, THE FORECLOSURE MAY PROCEED.

FINKEL LAW FIRM LLC

P.O. Box 71727

North Charleston, S.C. 29415

(843) 577-5460

By:

☒ Thomas A. Shook, SC Bar # 68340
☒ Susan S. White, SC Bar # 5453
☒ Joseph T. Meili, SC Bar # 3943
☒ Andrew M. Wilson, SC Bar # 72553
☒ Elizabeth S. Moore, SC Bar # 69236
Attorneys for Plaintiff

February 1, 2013

NOTICE PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT (15 U.S.C. § 1692 et seq.): This is an attempt to collect a debt and any information you provide will be used for that purpose. However, if you have previously received a discharge from bankruptcy, this message is not and should be construed as an attempt to collect a debt, but only as a requirement pursuant to the administrative order.

Foreclosure Intervention Response Form

This information is requested for the express purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

Please check one of the two choices below regarding (234 Pineneedle Road, Columbia, SC 29203):

☐ I am the owner of and occupy the property as my principal residence.

☐ I am the owner but do not occupy the property.

If you own and occupy (234 Pineneedle Road, Columbia, SC 29203) as your principal residence and are interested in the following type(s) of loss mitigation, please indicate your interest(s) below (check all that interest you):

☐ Reinstatement	☐ Deed in Lieu
☐ Payoff	☐ Short Sale
☐ Payment Plan	☐ I am already working with my mortgage company.
☐ Forbearance Agreement	☐ Other: _____
☐ Loan Modification	

PLEASE NOTE THAT YOU MAY NOT QUALIFY FOR ALL THE OPTIONS LISTED ABOVE. NO REPRESENTATION OF ANY KIND IS BEING MADE REGARDING THE AVAILABILITY OF ANY LOSS MITIGATION OPTION OR YOUR QUALIFICATION FOR ANY OPTION.

☐ I do not wish to participate in any Foreclosure Intervention Program.

So that we may offer you the fullest possible assistance, please provide the information requested below.

Contact Information

May we leave a phone message?

At home? ? Yes ? No Home #: _____

On your cell? ? Yes ? No Cell #: _____

At work? ? Yes ? No Work #: _____

May we send you an e-mail message? ? Yes ? No

Email: _____

(Signature) _____
(Signature)

(Signature) _____
(Signature)

234 Pineneedle Road, Columbia, SC 29203
Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks

F41908

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C/A NO: 13-CP-40-0712

Bank of America, N.A.

PLAINTIFF,

Vs.

ANSWER AND COUNTERCLAIM

Jacqueline L. Taylor a/k/a
Jacqueline Taylor Hendricks

DEFENDANT

RICHLAND COUNTY
FILED
2014 JUL -3 AM 11:59
JEANNETTE W. MORRIS
C.C.P. & C.S.

**DEFENDANT JACQUELINE TAYLOR HENDRICKS
ANSWER AND COUNTERCLAIMS**

Defendant Jacqueline Taylor Hendricks, states she:

1. Denies the allegations in paragraph 1 of the complaint because Plaintiff is no longer the owner or mortgagee as listed in Richland County Register of Deeds Book 917 page 1308;
2. Denies the allegations in paragraph 2 of the complaint because Green Tree Servicing LLC is listed as the servicer or mortgagee as listed in Richland County Register of Deeds Book 917 page 1308;
3. Admits the allegations in paragraph 3 of the complaint;
4. Is without knowledge or information sufficient to form a belief of the allegations in paragraphs 4 and 14 of the complaint and therefore denies the same;
5. Admits the allegations in paragraph 4 of the complaint that Defendant is not in the military service;
6. Admits the allegations in paragraph 6 of the complaint;
7. Admits the allegations in paragraph 7 of the complaint;
8. Admits the allegations in paragraph 8 that the mortgage listed on Book 917 and page 1308 on March 30, 2004 was correct but that the mortgage has been transferred to another Servicer on 09/05/2013 to Green Tree Servicing LLC;
9. Admits the allegations in paragraph 9 of the complaint;
10. Denies the allegations in paragraph 10 of the complaint;
11. Admits the allegations in paragraph 11 of the complaint;
12. Denies the allegations in paragraph 12 of the complaint;
13. Admits the allegations in paragraph 13 of the complaint;
14. Denies the allegations in paragraph 15 of the complaint;
15. Denies the allegations in Denial of Foreclosure Relief dated June 2, 2014 as Plaintiff has not provided Forbearance Agreement to Defendant's Attorney of Record for Bankruptcy and Loan Modification. (Moss and Associates);

16. Denies the allegations in Denial of Foreclosure Relief dated June 2, 2014 as Plaintiff has been provided all requested Loan Modification Documents by Defendant's Attorney of Record for Bankruptcy and Loan Modification. {Moss and Associates}

DEFENSES

Defendant, Jacqueline Taylor Hendricks states the following defenses to each claim asserted by the Plaintiff:

17. Defendant incorporates paragraphs 1-16 of this document as if rewritten here;
18. Plaintiff's Denial of Foreclosure Relief dated June 2, 2014 is against the Administrative Order 2011-05-02-01 of the South Carolina Supreme Court and against the public policy of this state; and
19. Plaintiff has misrepresented to the court:
 - a. In paragraph 10 of the Complaint, Defendant has provided Plaintiff with several filings of the loan modification applications and required supporting documents only to have Plaintiff delay and make Defendant refile the papers several times;
 - b. In the filing on June 2, 2014, Defendant's attorney {Moss & Associates} has filed the loan modification applications and required supporting documents to both Plaintiff and Green Tree Servicing LLC;
 - c. In paragraph 15 of the complaint, second mortgage was forgiven on October 3, 2012 as result of Department of Justice and State Attorneys General National Settlement with Plaintiff;
 - d. Plaintiff has not fulfilled its obligations under The Administrative Order 2011-05-02-01 of the South Carolina Supreme Court.
20. Plaintiff has failed to fulfill obligations for SC Administrative Order 2011-05-02-01:
 - a. Defendant's Attorney Moss and Associates has submitted all requested documents to both Plaintiff and Green Tree Servicing LLC. Plaintiff has not provided Defendant's Attorney with Forbearance Agreement and therefore has not fulfilled its obligations under The Administrative Order 2011-05-02-01 of the South Carolina Supreme Court;
21. Plaintiff has failed to provide payment history to SC Help therefore resulting in a denial of assistance for defendant:
 - a. SC Help requested payment history from Plaintiff on June 11, 2013 in response to paragraph 12 of the complaint stating payment on mortgage not made since November of 2009 in contradiction to Defendant's payment history listed in her application with last payment on June of 2011 [See Exhibit 1 this Answer and Counter Claim];
 - b. Plaintiff failed to cooperate with SC Help's request for payment information;
 - c. Plaintiff transferred ownership of property to Green Tree Servicing LLC on September 5, 2013;
 - d. The request for payment history was made to Green Tree Servicing LLC;
 - e. Green Tree Servicing LLC failed to comply with request stating Plaintiff had not transferred documentation of payment history;
 - f. SC Help closed application due to Plaintiff's failure to provide payment history;
 - g. Green Tree Servicing LLC has since published the last date of Defendant's payment in Defendant's Account confirming Defendant's last payment to Plaintiff as being June of 2011 [See Exhibit 2 this Answer and Counter Claim].

AFFIRMATIVE DEFENSES

Defendant, Jacqueline Taylor Hendricks states the following defenses to each claim asserted by the Plaintiff:

22. Defendant incorporates paragraphs 1-21 of this document as if rewritten here;
23. Plaintiff has failed to state a cause of action;
24. This court lacks jurisdiction over the subject matter;
25. Plaintiff lacks standing to maintain this action;
26. Plaintiff lacked standing at the time this action was filed;
27. Plaintiff has failed to plead the performance or occurrence of conditions precedent;
28. Upon reason and belief, the mortgage transaction is void for fraud due to the original mortgage assignee, Bank Of America violations of Real Estate Settlement And Procedures Act (RESPA), 12 USC § 2601, et seq. ;
29. Upon reason and belief, the Loan documents relied upon by Plaintiff are void for lack of compliance with regulation z in the Truth in Lending Act, 12 CFR § 226.1, et seq. ;
30. Plaintiff breached its duty in paragraph 11 of the complaint by canceling insurance before the electric service and panel could be replaced by contractor and has therefore voided the mortgagor's contract.

COUNTER CLAIMS

COUNT ONE

1. Defendant realleges as if set forth in this document paragraph 1-30 of the Answer;
2. Defendant alleges a mortgage contract existed between the parties which has been transferred to Green Tree Servicing LLC;
3. Defendant alleges Plaintiff canceled insurance on home before home could be repaired due to storm damage and faulty main breakers manufactured by Federal Pacific making the home a fire hazard;
4. Defendant alleges Plaintiff breached its contract with Defendant by not providing continued insurance coverage on home;
5. Defendant alleges that the breach of contract voids the mortgage.

COUNTER CLAIMS

COUNT TWO

6. Defendant realleges as if set forth in this document paragraph 1-5 of the Counter Claim;
7. Defendant alleges that the breach of contract has caused intentional infliction of Emotional Distress:
 - a. A storm knocked the electric service off the house;
 - b. The electric system was deemed a fire hazard due to faulty Federal Pacific Stab Lok Breakers in main panel;
 - c. Defendant disconnected service as electric service was a fire hazard;
 - d. Defendant suffered a frozen shoulder and had to delay repair of house;
 - e. Plaintiff harassed Defendant by attempting to take house for abandonment;
 - f. Defendant's husband took time off work (Licensed Master Electrician) to repair electric system in March of 2013 due to Plaintiff canceling insurance on house;
 - g. Defendant's husband stepped in hole at 234 Pineneedle Road, Columbia, SC while repairing electric system and injured right knee [See Exhibit 3 this Answer and Counter Claim];
 - h. Defendant's husband has been unable to return to work and deemed disabled pursuant to Social Security Disability [See Exhibit 4 this Answer and Counter Claim].

COUNTER CLAIMS

COUNT THREE

8. Defendant realleges as if set forth in this document paragraph 1-7 of the Counter Claim;
9. Defendant alleges that Plaintiff has been negligent by:
 - a. Plaintiff had duty to provide continued insurance on home pursuant to the Mortgage Agreement;
 - b. Plaintiff breached its duty by canceling the insurance on the home;
 - c. Plaintiffs actions were the direct cause of injury to Defendants husband;
 - d. Plaintiff actions were a proximate cause of injury to Defendants husband;
 - e. Plaintiff actions have caused harm to Defendants husband [See Exhibit 3 this Answer and Counter Claim].

COUNTER CLAIMS

COUNT FOUR

10. Defendant realleges as if set forth in this document paragraph 1-9 of the Counter Claim;
11. Defendant alleges that Plaintiff has intentionally sought to violate the order of the South Carolina Supreme Court by its failure to process the loan modification document as provided to Plaintiff and Green Tree Servicing LLC by Defendants Attorney Moss And Associates

COUNTER CLAIMS

COUNT FIVE

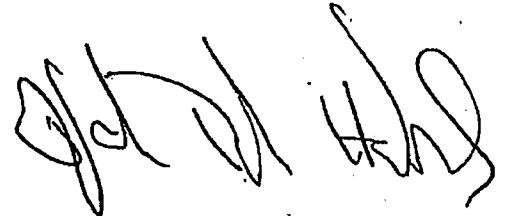
12. Defendant realleges as if set forth in this document paragraph 1-11 of the Counter Claim;
13. Defendant alleges that Plaintiff has intentionally failed to cooperate with SC Help;

WHEREFORE, Defendant prays this court:

- A. Grant her relief in the form of voiding the mortgage agreement for breach of duty as stated in count one of counter claim;
- B. Grant her relief in the form of \$1,000,000 for Intentional infliction of emotional duress for unfair actions of Plaintiff during foreclosure process as stated in count two of the counter claim;
- C. Grant her relief in the form of \$1,000,000 for Negligence due to breach of duty of Plaintiff to provide continued insurance coverage on home causing irreparable injury to Defendant's husband as stated in count three of the counter claim;
- D. Grant her relief in the form of dismissal of Plaintiffs Complaint for Plaintiffs misrepresentation to the court that Defendant has not completed the loan modification documents and Reaffirmation documents as stated in Answer, Defenses and Counter Claim Four;

- E. Grant her relief in the form of dismissal of Plaintiffs Complaint for lack of standing and failure to state a complaint which relief can be granted as stated in the Motion To Dismiss, Answer, Defenses;
- F. Grant her relief in the form of \$20,000 for Count Five of Counter Claim to be applied to the mortgage in lieu of Plaintiffs failure to cooperate with SC Help;
- G. Grant Defendant reasonable attorney's fees to include fees paid to Moss and Associates for Loan Modification;
- H. Deny Plaintiff's requested relief;
- I. Grant Defendant any and all other relief this court deems equitable.

Respectfully Submitted;



Jacqueline Taylor Hendricks
234 Pineneedle Road
Columbia, SC 29203
Dated this 3rd day of July 2014

From: Diana Burgos <capcounselor@bellsouth.net>
Sent: Tuesday, June 11, 2013 10:46 AM
To: rmasonh@sc.rr.com
Subject: Additional Information needed

Robert,

The underwriter has requested the following documents:

- 1) You state that income loss in 2008 was the hardship experienced. Provide copies of the 2007, 2008, 2009 & 2010 Federal Income Tax returns - all pages and schedules to confirm the claimed hardship.
- 5) Provide a Mortgage Payment History statement dating back to the date the mortgage first became delinquent.

Thanks,

Diana (Patsy) Burgos
CAP Counselor
Community Assistance Provider
2800 North Main Street
Columbia, SC 29201
Phone: 803-771-2288
Fax: 803-771-0505

1
Exhibit 1

[Home](#)[About Us](#)[Insurance](#)[FAQs](#)[Careers](#)[Contact Us](#)

My Account

[Profile](#) | [Logout](#)

Welcome back, rmasonh@sc.rr.com

Account Information	Payment History	Escrow Details
Mortgage Loan: Open Account Nbr: 689493956		
JACQUELINE L TAYLOR MOSS AND ASSOCIATES 818 ELMWOOD AVE COLUMBIA, SC 292010000	Balance Amount: \$ 38,843.97 * Interest Rate: 5.875 % Regular Payment: \$ 280.99 Last Statement Date: 1/10/2014 Regular Payment Due: \$ 24,165.51 Past Due: \$ 24,165.51 Late Fee Due: \$ 0.00 Payment Due Date: 11/01/2009 Days Overdue: 705 Last Payment Date: 7/14/2011 Last Payment Amt: \$ 0.00	
Call Customer Service for payoff info Inform Green Tree of an Insurance Claim Get Statements... Reprint 1098 forms... Update Privacy Preferences Upload Documents Download Documents		
Customer Service (800) 643-0202 Green Tree P.O. Box 6172 Rapid City, SD 57709		

* The Balance Amount listed is NOT the amount required to pay off your loan.

[Investor Relations](#) [Licensing](#) [Privacy](#) [Security](#) [Terms of Use](#) [Servicing Fees](#) [Corporate](#)

Account access is unavailable between Sunday 8pm and Monday 7am (CST) due to regular maintenance.
Customer Service telephone lines are open Monday through Friday between 7am and 8pm, and
Saturday between 7am and 1pm (CST)
© Copyright 2013, Green Tree Servicing LLC. All rights reserved.

Exhibit 2



CAROLINA SHOULDER & KNEE SPECIALISTS

A Lexington Medical Center Physician Practice

Carolina Shoulder and Knee Specialists
810 Mallet Hill Road
Columbia, SC 29223
(803) 419-6646

Patient: ROBERT HENDRICKS
234 PINENEEDLE RD
COLUMBIA, SC 29203

DOS: 05/16/2013
DOB: 02/03/1957
Gender: M
MR#: T400405
Provider: Kevin K. Nahigian MD

Patient Information

Patient Name:	Sex:	DOB:	SSN:
Hendricks, Robert M	Male	2/3/1957	xxx-xx-4577

Op Note signed by Kevin K Nahigian, MD at 05/21/13 1349

Author:	Kevin K Nahigian, MD	Service:	(none)	Author	Physician
Filed:	05/21/13 1349	Note	05/16/13 0955	Type:	
Trans	Available	Time:		Trans ID:	3M919577
Status:					
Dictation	05/16/13 0955	Trans	05/16/13 0944	Trans	Operative Note
Time:		Time:		Doc	
				Type:	

DATE OF PROCEDURE: May 16, 2013.

PREOPERATIVE DIAGNOSIS(ES): Right knee medial meniscal tear.

POSTOPERATIVE DIAGNOSIS(ES):

1. Posterior horn tear right knee medial meniscus.
2. Posterior horn tear lateral meniscus.
3. A 2 x 1 cm grade 3 distal femoral trochlear chondrosis (patellofemoral joint).

PROCEDURE(S) PERFORMED:

1. Right knee partial medial meniscectomy.
2. Right knee partial lateral meniscectomy.
3. Right knee distal femoral trochlear microfracture.

ANESTHESIA: General.

ESTIMATED BLOOD LOSS: Trace.

COMPLICATIONS: None.

DRAINS: None.

Exhibit 3 page 1 of 2

Hendricks, Robert M (MR # M001080804)

DESCRIPTION OF THE PROCEDURE: Following preoperative clearance and consent, the patient was taken to the Operating Room, placed in the supine position, and general anesthesia was induced. Following an uneventful induction, the right lower extremity was sterilely prepped and draped. The leg was then elevated, exsanguinated with an Esmarch wrap and the tourniquet was inflated to 250 mmHg. A single linear incision was made along the lateral joint line. The joint was entered with a blunt trocar and evaluated arthroscopically. The suprapatellar pouch, as well as the medial and lateral gutters were found to be without loose bodies or debris. The undersurface of the patella had patchy areas of grade 2/3 changes. Surface chondroplasty was performed on the patella. The patella was well tracking within the trochlear groove. The trochlea had the above-mentioned chondral defect. The margins of this defect were debrided back to stable tissue. The base of this defect was treated with microfracture. Multiple holes were made in the cortical surface. Fat globules and blood could be seen exiting these holes following this portion of the case. The medial compartment of the knee was entered. The medial femoral condyle had some diffuse grade 1 changes. The posterior horn of the medial meniscus had a complex multi-cleavage tear. This was saucerized back to stable tissue. Approximately 60% of the weight bearing surface of the posterior horn was removed with this resection. The medial tibial plateau was without pathology. The anterior portion of the medial femoral condyle had several cartilage flaps that were treated with surface chondroplasty. The anterior and posterior cruciate ligaments were without pathology. The posterior compartment of the knee was explored and there were no loose bodies or debris. The lateral femoral condyle and lateral tibial plateau were without pathology. The lateral meniscus had a posterior horn tear, flap, that was resected. Minimal surface was resected with this saucerization. The knee was aspirated dry. The wounds were closed in a simple fashion and sterile dressings were placed. Upon departure from the wound, all instrument, needle, and sponge counts were correct. There were no complications. No drains.

T: 05/16/2013 09:44 AJmp

Received for: Kevin K Nahigian MD May 21 2013 1:49PM Eastern Standard Time

Exhibit 3 page 2 of 2

Social Security Administration
Retirement, Survivors and Disability Insurance
Notice of Award

Southeastern Program Service Center
1200 Rev. Abraham Woods, Jr. Blvd.
Birmingham, AL 35285-0001
Date: May 24, 2014
Claim Number: 249-84-4577HA



002516 2 MB 0.435 0013 LR M08P3 0520 01



ROBERT M HENDRICKS
1015 WILDWOOD AVENUE
COLUMBIA, SC 29203-5819

You are entitled to monthly disability benefits beginning September 2013.

The Date You Became Disabled

We found that you became disabled under our rules on March 18, 2013.

To qualify for disability benefits, you must be disabled for five full calendar months in a row. The first month you are entitled to benefits is September 2013.

What We Will Pay And When

- You will receive \$692.00 for May 2014 around June 11, 2014.
- After that you will receive \$692.00 on or about the second Wednesday of each month.
- These and any future payments will go to the financial institution you selected. Please let us know if you change your mailing address, so we can send you letters directly.
- The day of the month you receive your payments depends on your date of birth.

Enclosure(s):
Pub 05-10153

Exhibit 4

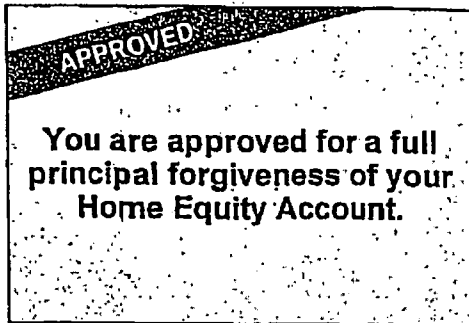
C

See Next Page

October 3, 2012

Jacqueline L Taylor
234 PINENEEDLE RD
COLUMBIA, SC 29203-3743

Account Number: 68111009055299



Dear Jacqueline L Taylor:

We are pleased to inform you that we have approved your Home Equity account for participation in a principal forgiveness program offered as a result of the Department of Justice and State Attorneys General national settlement with major mortgage servicers, including Bank of America, N.A.

You will receive a full forgiveness of the remaining principal balance of \$50,112.39 on your Home Equity Line of Credit account. This means that you will no longer owe this amount, and we will also waive any outstanding fees and accrued interest. Please note that if we receive any payments from you before we forgive your remaining principal balance, we will apply them to your Home Equity account, which will reduce the actual principal balance amount we will forgive.

What To Do If Your Account Is In Foreclosure

Although your home equity loan balance is being forgiven, this does not extinguish your 1st mortgage. If your 1st mortgage is in foreclosure, this will not stop the foreclosure process and foreclosure activities will continue. Please continue to answer and reply to all foreclosure communications from us. If you do not understand the legal consequences of the foreclosure, you are also encouraged to contact an attorney or housing counselor for assistance.

What You Need to Know

Your acceptance of this offer is automatic unless we hear from you. If you choose not to accept this forgiveness offer, please call within 30 days of the date of the letter to the number listed below.

Please be aware that we are required to report the amount of your cancelled principal debt to the Internal Revenue Service (IRS). Currently federal law provides for certain exceptions to tax liability when debt is forgiven in connection with a foreclosure prevention transaction. In order to know whether you qualify for one of these exceptions and what other tax impacts this transaction may have for you, we recommend that you contact a tax professional. Additional information can also be found at www.irs.gov.

Also, once we forgive the remaining balance on your Home Equity account, we will report to the major credit bureaus that your account was paid and closed. Your credit score may be affected by this forgiveness. Credit scores are determined by your credit history and not controlled directly by Bank of America, N.A. beyond our commitment to accurately report the status of all our customers. For more information about credit scores, please go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

If you have questions about this forgiveness, or would like to discuss any other options that may be available to you, please contact us at 1.800.496.7831.

Home Loan Team
Bank of America, N.A.

MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at 1.877.430.5434. If you are calling from outside the U.S. please contact us at 1.817.685.6491.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your eligibility for a debt forgiveness program.

Mortgages funded and administered by an Equal Housing Lender.
Protect your personal information before recycling this document.

Bank of America Home Loans

EXHIBIT C

C3_2518-3

JLT00035

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Green Tree Servicing LLC,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2013-CP-40-0712

MOTION TO STRIKE AMENDED ANSWER
AND COUNTERCLAIM OF DEFENDANT
TAYLOR

RICHLAND COUNTY
FILED
2014 SEP -3 AM 10:59
JENNIFER W. MCBRIDE
C.P. & S.S.

Pursuant to Rules 12(b)(5) and 12(f) of the South Carolina Rules of Civil Procedure, Green Tree Servicing LLC ("Plaintiff") moves to strike the purported Amended Answer and Counterclaim served by Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks ("Defendant") on August 18, 2014 on the grounds that it was impermissibly filed without leave of Court or consent of Plaintiff. By this same Motion, Plaintiff also moves to strike and/or dismiss all Defendants' included counterclaims, which were likewise impermissibly filed without leave of Court or consent of Plaintiff. In support of said Motion, Plaintiff states as follows:

BACKGROUND

1. On February 5, 2013, Plaintiff, by and through its attorneys, Finkel Law Firm LLC, filed its Lis Pendens, Summons and Complaint against Defendant. This is a foreclosure action in which Plaintiff asserts that Defendant defaulted on her obligation to make payments under the terms of a note and mortgage and owes a principal balance of \$38,843.97, along with accrued interest, attorneys' fees and other collection costs.

2. Defendant was served with the Lis Pendens, Summons, Complaint, and Notice of Foreclosure Intervention on February 6, 2013.

3. Thereafter, the case was stayed for foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01 until June 2, 2014, at which time Plaintiff served Defendant a Denial of Foreclosure Intervention. As a result of the foregoing, Defendant was entitled to thirty days from the mailing of the Foreclosure Intervention Denial to serve an answer or other response.

4. On July 3, 2014, Defendant served an Answer and Counterclaim. Defendant served its Reply to same on July 30, 2014.

5. The time for which Defendant to serve an amended pleading elapsed on August 1, 2014.

6. On August 18, 2014, Defendant simultaneously served a purported Amended Answer and Counterclaim, and Motion for Enlargement of time in which to file same.

ARGUMENT

A. The Court should strike Defendants' Amended Answer and Counterclaim on the grounds that said pleading was improperly filed.

Rule 12(f), SCRCP, which provides in pertinent part:

Upon motion pointing out the defects complained of, and made by a party before responding to a pleading or, if no responsive pleading is required within 30 days after the service of the pleading upon him or upon the court's own initiative, at any time the court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent or scandalous matter.

The thirty day period within which Defendant would have been permitted to file an amended pleading or other amended response to Plaintiff's Complaint expired on August 1, 2014. Because Defendant did not obtain leave of Court or Plaintiff's consent to serve the amended Answer and Counterclaim on August 18, 2014, this pleading should be disallowed and stricken. The Court additionally has not ruled on the purported Motion for Enlargement of time filed by Defendant simultaneously with the purported amendment. Accordingly, this pleading should be disallowed and stricken in its entirety pursuant to Rule 12(f), SCRCP.

Alternatively, in the event that the Court should allow Defendant's purported Amended Answer and Counterclaim, Plaintiff would respectfully request that it be granted leave to timely file a responsive pleading.

FINKEL LAW FIRM LLC


Magalie Arcurio (S.C. Bar 78855)
Post Office Box 41489
Charleston, South Carolina 29423
Tel: (843) 577-5460
Facsimile: (843) 577-5135
Attorneys for the Plaintiff

Dated: August 27, 2014

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Green Tree Servicing LLC,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2013-CP-40-0712

CERTIFICATION OF SERVICE

JEANNETTE W. MCBRIDE
C.C.P. & G.S.

2014 SEP -3 AM 10:59

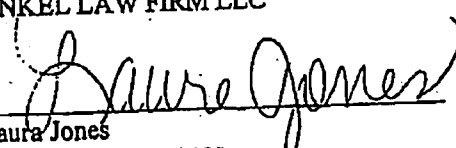
RICHLAND COUNTY
FILED

The undersigned states that on August 28, 2014, she caused a true and correct copy of the Plaintiff's Motion to Strike Answer to be served upon the parties identified below by depositing in the United States mail, proper postage affixed and addressed as follows:

Via Regular and Certified Mail R.R.R.

Jacqueline Taylor Hendricks
234 Pineneedle Road
Columbia, South Carolina 29203
Defendant Pro Se

FINKEL LAW FIRM LLC


Laura Jones

Post Office Box 41489

Charleston, South Carolina 29423

Tel: (843) 577-5460

Facsimile: (843) 577-5135

Litigation Paralegal

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Green Tree Servicing LLC,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2013-CP-40-0712

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

■ Attorney for Plaintiff:
Magalie Arcure (S.C. Bar #: 78855)
FINKEL LAW FIRM LLC
Post Office Box 41489
Charleston, SC 29423
Telephone: 843-577-5460
Facsimile: 866-800-7954

Attorney for Defendants:
Jacqueline Taylor Hendricks
234 Pineneedle Road
Columbia, South Carolina 29203

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
PROPOSED ORDER/CONSENT ORDER (complete Sections II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to Strike Amended Answer and Counterclaim
Estimated Time Needed: 30 minutes or less
Court Reporter Needed: ■ YES NO

SECTION II: Motion Type

- Written Motion attached
Form Motion:
I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney

Date Submitted 8/27/14

SECTION III: Motion Type

- PAID AMOUNT:

\$25.00

EXEMPT:
(check reason)

Rule to Show Cause in Child or Spousal Support
Domestic Abuse or Abuse and Neglect
Indigent Status
Sexually Violent Predator Act
Motion for Stay in Bankruptcy
Motion for Publication
Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
Other:

State Agency v. Indigent Party
Post-Conviction Relief

Motion for Execution (Rule 69, SCRPC)

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order
Other:

JUDGE
CODE:

DATE:

CLERK'S VERIFICATION

Collected by:

(print name)

MOTION FEE COLLECTED:

CONTESTED B AMOUNT DUE:

DATE FILED

SCCA/233(11/2003)

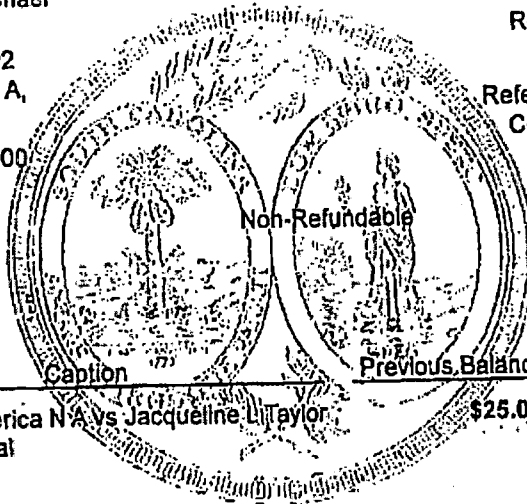
Richland County Common Pleas

Clerk : Jeanette W. McBride
Richland County Judicial Center
Columbia, SC 29201
(803) 576-1999

Received From: Wilson, Andrew Michael
PO Box 2065
Columbia, SC 29202
Paying for: Bank Of America N A,
Transaction Type: Payment
Payment Type: Check \$25.00
Total Paid: \$25.00

Date: 9/ 3/2014
Receipt #: 182861
Clerk: METTSB

Reference #:56014
Comment:



Case #	Caption	Previous Balance	Amount Paid	Balance Due
2013CP4000712	Bank Of America N A vs Jacqueline L Taylor defendant, et al	\$25.00	\$25.00	\$0.00
Total Cases: 1		\$25.00	\$25.00	\$0.00

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Bank of America, N.A.,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2013-CP-40-0712

PLAINTIFF'S REPLY TO DEFENDANT'S
ANSWER AND COUNTERCLAIM

FILED
2013 AUG -8 AM 10:54
JACQUETTE J. MOBRIDE
C.P. & C.S.

Green Tree Servicing LLC, as successor in interest to Bank of America, N.A., ("Plaintiff"), by undersigned counsel, hereby submits its Reply to the Answer and Counterclaim ("Answer") filed by Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks ("Defendant"). In support of its Reply, Plaintiff states as follows:

1. Unless expressly admitted herein, Plaintiff denies each and every allegation in the Answer.
2. Each allegation of the Complaint in this matter is hereby incorporated by reference. Plaintiff denies any factual allegation in the Answer inconsistent therewith and demands strict proof.
3. Plaintiff craves reference to the public records of Richland County, South Carolina, for the subject documents of Plaintiff's action, and denies anything inconsistent therewith.
4. Plaintiff admits paragraphs 1, 2, and 8 of the Answer to the extent they allege that Green Tree Servicing LLC is the present lienholder and Plaintiff herein, by virtue of the Assignment of Mortgage from Bank of America, N.A. to Green Tree Servicing LLC dated June 7, 2013 and recorded in the Richland County Register of Deeds Office in Book 1892 at Page 3987 on September 5, 2013. Plaintiff denies any allegation inconsistent with the foregoing, and demands strict proof.
5. To the extent paragraphs 3, 4, 5, 6, 7, 9 through 14, 17, and 22 of the Answer require a response, Plaintiff denies same and demands strict proof.
6. Plaintiff has insufficient information to admit or deny paragraphs 15 and 16 of the Answer; therefore, denies same and demands strict proof.

7. Plaintiff denies paragraph 18 of the Answer and demands strict proof.
8. Plaintiff has insufficient information to admit or deny paragraphs 19(a) through 19(c) of the Answer; therefore, denies same and demands strict proof. Plaintiff specifically denies any violation of South Carolina law.
9. Plaintiff denies paragraph 19(d) of the Answer and Demands strict proof. Plaintiff specifically denies any violation of South Carolina law.
10. Plaintiff has insufficient information to admit or deny paragraph 20(a) of the Answer; therefore, denies same and demands strict proof. Plaintiff specifically denies any violation of South Carolina law.
11. Plaintiff has insufficient information to admit or deny paragraphs 21(a), (d), (e), (f), and (g) of the Answer; therefore, denies same and demands strict proof. Plaintiff specifically denies any violation of South Carolina law.
12. Plaintiff denies paragraph 21(b) of the Answer and Demands strict proof. Plaintiff specifically denies any violation of South Carolina law.
13. Plaintiff admits paragraph 21(c) of the Answer to the extent it alleges that Green Tree Servicing LLC is the present lienholder and Plaintiff herein, by virtue of the Assignment of Mortgage from Bank of America, N.A. to Green Tree Servicing LLC dated June 7, 2013 and recorded in the Richland County Register of Deeds Office in Book 1892 at Page 3987 on September 5, 2013. Plaintiff denies the remainder of paragraph 21(c) and demands strict proof.
14. Plaintiff denies paragraphs 23 through 27 of the Answer and Demands strict proof. Plaintiff specifically denies any violation of South Carolina law.

FOR A FIRST DEFENSE TO THE FIRST CAUSE OF ACTION
(Violation of Real Estate Settlement Procedures Act 12 U.S.C. 2601, et seq.)

15. Plaintiff reasserts the foregoing statements as if set forth at length herein.
16. Plaintiff notes that certain allegations contained in paragraph 28 of the Answer are denoted as a defense; however, it appears the allegations attempt to state a counterclaim for violation of the Real Estate and Settlement Procedures Act (RESPA). To the extent paragraph 28 purports to state such a

counterclaim, Plaintiff denies same and demands strict proof. Plaintiff specifically denies any violation of federal or state law.

FOR A FIRST DEFENSE TO THE SECOND CAUSE OF ACTION
(Violation of Truth in Lending Act 12 C.F.R. 226.1, et seq.)

17. Plaintiff reasserts the foregoing statements as if set forth at length herein.
18. Plaintiff notes that certain allegations contained in paragraph 29 of the Answer are denoted as a defense; however, it appears the allegations attempt to state a counterclaim for violation of the Truth in Lending Act (TILA). To the extent paragraph 29 purports to state such a counterclaim, Plaintiff denies same and demands strict proof. Plaintiff specifically denies any violation of federal or state law.

FOR A FIRST DEFENSE TO THE THIRD CAUSE OF ACTION
(Breach of Contract Accompanied by Violation of the Covenant of Good Faith and Fair Dealing)

19. Plaintiff reasserts the foregoing statements as if set forth at length herein.
20. Plaintiff notes that certain allegations contained in paragraph 30 of the Answer are denoted as a defense; however, it appears the allegations attempt to state a counterclaim for breach of contract and/or breach of the covenant of good faith and fair dealing. To the extent paragraph 30 purports to state such a counterclaim, Plaintiff denies same and demands strict proof. Plaintiff specifically denies any violation of federal or state law.
21. Paragraphs 1 through 5 of the Answer, as renumbered, appear to reallege the foregoing counterclaim for breach of contract and/or breach of the covenant of good faith and fair dealing. Plaintiff denies same and demands strict proof. Plaintiff specifically denies any violation of federal or state law.

FOR A FIRST DEFENSE TO THE FOURTH CAUSE OF ACTION
(Intentional Infliction of Emotional Distress)

22. Plaintiff reasserts the foregoing statements as if set forth at length herein.
23. To the extent paragraph 6 of the Answer requires a response, Plaintiff denies same and demands strict proof.

24. Plaintiff has insufficient information to admit or deny paragraphs 7(a), (b), (c), (d), (f), (g), and (h) of the Answer; therefore, denies same and demands strict proof. Plaintiff specifically denies any violation of South Carolina law.

25. Plaintiff denies paragraphs 7(e) of the Answer and Demands strict proof. Plaintiff specifically denies any violation of South Carolina law.

FOR A FIRST DEFENSE TO THE FIFTH CAUSE OF ACTION
(Negligence)

26. Plaintiff reasserts the foregoing statements as if set forth at length herein.

27. To the extent paragraph 8 of the Answer requires a response, Plaintiff denies same and demands strict proof.

28. Plaintiff denies paragraphs 9(a) through 9(e) of the Answer and Demands strict proof. Plaintiff specifically denies any violation of South Carolina law.

FOR A FIRST DEFENSE TO THE SIXTH CAUSE OF ACTION
(Violation of S.C. Supreme Court Administrative Order 2011-05-02-01)

29. Plaintiff reasserts the foregoing statements as if set forth at length herein.

30. To the extent paragraphs 10 and 12 of the Answer requires a response, Plaintiff denies same and demands strict proof.

31. Plaintiff denies paragraphs 11 and 13 of the Answer and Demands strict proof. Plaintiff specifically denies any violation of South Carolina law.

FOR A SECOND DEFENSE TO THE FIFTH CAUSE OF ACTION
(Violation of S.C. Supreme Court Administrative Order 2011-05-02-01)

32. Plaintiff reasserts the foregoing statements as if set forth at length herein.

33. S.C. Supreme Court Administrative Order 2011-05-02-01 does not contain a private right of action.

34. Therefore, Defendant fails to state facts sufficient to constitute a cause of action against Plaintiff pursuant to Rule 12(b)(6), SCRPC, and Defendant's Counterclaim should be dismissed with prejudice.

FOR A FURTHER DEFENSE TO DEFENDANT'S COUNTERCLAIM

35. Plaintiff reasserts the foregoing statements as if set forth at length herein.
36. Defendant has a debt due and owing to Plaintiff.
37. In order to secure the payment of the subject loan, Defendant did make, execute, and deliver to Plaintiff, its successors and assigns, a certain real estate Mortgage covering real property located in the County and State aforesaid and specifically described in said Mortgage.
38. Plaintiff and Defendant intended the subject real property to serve as security for the payment of the debt.
39. As a result, Plaintiff has an equitable lien on the property.
40. Because Defendant defaulted on the loan, Plaintiff is entitled to the relief prayed for in its Complaint.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

41. Plaintiff avers that Defendant's claims are barred by the doctrine of laches and should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

42. Plaintiff avers that Defendant's claims are barred by the doctrine of estoppel and should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

43. Plaintiff avers that Defendant's claims are barred by the doctrine of waiver and should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

44. Plaintiff avers that Defendant's claims are barred by the applicable statute(s) of limitations and statute(s) of repose, and should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

45. Plaintiff avers that Defendant's claims are barred by the doctrine of release, and should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

46. Defendant has failed to state facts sufficient to constitute a cause of action against Plaintiff pursuant to Rule 12(b)(6), SCRCP, and Defendant's claims should be dismissed with prejudice.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

47. Defendant's damages, if any, are the result of her own actions and/or omissions or the actions, omissions of individuals over whom Plaintiff exercised no control, or both.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

48. Defendant's claims are barred by his failure to perform certain conditions precedent under her loan agreement with Plaintiff.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

49. The relief requested by Defendant is barred by S.C. Code § 15-36-10.

FURTHER ANSWERING AS A COMPLETE AND AFFIRMATIVE DEFENSE

50. Plaintiff reserves the right to assert additional claims and defenses as they may become known.

WHEREFORE, Plaintiff requests that the Court dismiss the Defendant's Counterclaims with prejudice, award Plaintiff its costs and attorneys' fees, and grant such other and further relief as is just and necessary.

FINKEL LAW FIRM LLC


Magalie A. Arcure (S.C. Bar 78855)
Post Office Box 41489
Charleston, South Carolina 29423
Tel: (843) 577-5460
Facsimile: (843) 577-5135
Attorneys for the Plaintiff

Dated: July 30, 2014

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Bank of America, N.A.

PLAINTIFF,

Vs.

Jacqueline L. Taylor a/k/a
Jacqueline Taylor Hendricks

DEFENDANT

IN THE COURT OF COMMON PLEAS

C/A NO: 13-CP-40-0712

Amended ANSWER AND COUNTERCLAIM
Demand for Jury Trial

RICHLAND COUNTY
FILED
2014 AUG 18 PM 2:22
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

**DEFENDANT JACQUELINE TAYLOR HENDRICKS
ANSWER AND COUNTERCLAIMS**

Defendant Jacqueline Taylor Hendricks, states she:

1. Denies the allegations in paragraph 1 of the complaint because Plaintiff is no longer the owner or mortgagee as listed in Richland County Register of Deeds Book 917 page 1308;
2. Denies the allegations in paragraph 2 of the complaint because Green Tree Servicing LLC is listed as the servicer or mortgagee as listed in Richland County Register of Deeds Book 917 page 1308;
3. Admits the allegations in paragraph 3 of the complaint;
4. Is without knowledge or information sufficient to form a belief of the allegations in paragraphs 4 and 14 of the complaint and therefore denies the same;
5. Admits the allegations in paragraph 4 of the complaint that Defendant is not in the military service;
6. Admits the allegations in paragraph 6 of the complaint;
7. Admits the allegations in paragraph 7 of the complaint;
8. Admits the allegations in paragraph 8 that the mortgage listed on Book 917 and page 1308 on March 30, 2004 was correct but that the mortgage has been transferred to another Servicer on 09/05/2013 to Green Tree Servicing LLC;
9. Admits the allegations in paragraph 9 of the complaint;
10. Denies the allegations in paragraph 10 of the complaint;
11. Admits the allegations in paragraph 11 of the complaint;
12. Denies the allegations in paragraph 12 of the complaint;
13. Admits the allegations in paragraph 13 of the complaint;
14. Denies the allegations in paragraph 15 of the complaint;
15. Denies the allegations in Denial of Foreclosure Relief dated June 2, 2014 as Plaintiff has not provided Forbearance Agreement to Defendant's Attorney of Record for Bankruptcy and Loan Modification. (Moss and Associates);

16. Denies the allegations in Denial of Foreclosure Relief dated June 2, 2014 as Plaintiff has been provided all requested Loan Modification Documents by Defendant's Attorney of Record for Bankruptcy and Loan Modification. {Moss and Associates}

DEFENSES

Defendant, Jacqueline Taylor Hendricks states the following defenses to each claim asserted by the Plaintiff:

17. Defendant incorporates paragraphs 1-16 of this document as if rewritten here;
18. Plaintiffs, Denial of Foreclosure Relief dated June 2, 2014 is against the Administrative Order 2011-05-02-01 of the South Carolina Supreme Court and against the public policy of this state; and
19. Plaintiff has misrepresented to the court:
 - a. In paragraph 10 of the Complaint, Defendant has provided Plaintiff with several filings of the loan modification applications and required supporting documents only to have Plaintiff delay and make Defendant refile the papers several times;
 - b. In the filing on June 2, 2014, Defendant's attorney {Moss & Associates} has filed the loan modification applications and required supporting documents to both Plaintiff and Green Tree Servicing LLC;
 - c. In paragraph 15 of the complaint, second mortgage was forgiven on October 3, 2012 as result of Department of Justice and State Attorneys General National Settlement with Plaintiff;
 - d. Plaintiff has not fulfilled its obligations under The Administrative Order 2011-05-02-01 of the South Carolina Supreme Court.
20. Plaintiff has failed to fulfill obligations for SC Administrative Order 2011-05-02-01:
 - a. Defendants Attorney Moss and Associates has submitted all requested documents to both Plaintiff and Green Tree Servicing LLC. Plaintiff has not provided Defendant's Attorney with Forbearance Agreement and therefore has not fulfilled its obligations under The Administrative Order 2011-05-02-01 of the South Carolina Supreme Court;
21. Plaintiff has failed to provide payment history to SC Help therefore resulting in a denial of assistance for defendant:
 - a. SC Help requested payment history from Plaintiff on June 11, 2013 in response to paragraph 12 of the complaint stating payment on mortgage not made since November of 2009 in contradiction to Defendant's payment history listed in her application with last payment on June of 2011 [See Exhibit 1 this Answer and Counter Claim];
 - b. Plaintiff failed to cooperate with SC Help's request for payment information;
 - c. Plaintiff transferred ownership of property to Green Tree Servicing LLC on September 5, 2013;
 - d. The request for payment history was made to Green Tree Servicing LLC;
 - e. Green Tree Servicing LLC failed to comply with request stating Plaintiff had not transferred documentation of payment history;
 - f. SC Help closed application due to Plaintiff's failure to provide payment history;
 - g. Green Tree Servicing LLC has since published the last date of Defendant's payment in Defendant's Account confirming Defendant's last payment to Plaintiff as being June of 2011 [See Exhibit 2 this Answer and Counter Claim].

AFFIRMATIVE DEFENSES

Defendant, Jacqueline Taylor Hendricks states the following defenses to each claim asserted by the Plaintiff:

22. Defendant Incorporates paragraphs 1-21 of this document as if rewritten here;
23. Plaintiff has failed to state a cause of action;
24. This court lacks jurisdiction over the subject matter;
25. Plaintiff lacks standing to maintain this action;
26. Plaintiff lacked standing at the time this action was filed;
27. Plaintiff has failed to plead the performance or occurrence of conditions precedent;
28. Upon reason and belief, the mortgage transaction is void for fraud due to the original mortgage assignee, Bank Of America violations of Real Estate Settlement And Procedures Act (RESPA), 12 USC § 2601, et seq. ;
29. Upon reason and belief, the Loan documents relied upon by Plaintiff are void for lack of compliance with regulation z in the Truth in Lending Act, 12 CFR § 226.1, et seq. ;
30. Plaintiff breached its duty in paragraph 11 of the complaint by canceling insurance before the electric service and panel could be replaced by contractor and has therefore voided the mortgagor's contract.

COUNTER CLAIMS

COUNT ONE

1. Defendant realleges as if set forth in this document paragraph 1-30 of the Answer;
2. Defendant alleges a mortgage contract existed between the parties which has been transferred to Green Tree Servicing LLC;
3. Defendant alleges Plaintiff canceled insurance on home before home could be repaired due to storm damage and faulty main breakers manufactured by Federal Pacific making the home a fire hazard;
4. Defendant alleges Plaintiff breached its contract with Defendant by not providing continued insurance coverage on home;
5. Defendant alleges that the breach of contract voids the mortgage.

COUNTER CLAIMS

COUNT TWO

6. Defendant realleges as if set forth in this document paragraph 1-5 of the Counter Claim;
7. Defendant alleges that the breach of contract has caused Intentional Infliction of Emotional Distress:
 - a. A storm knocked the electric service off the house;
 - b. The electric system was deemed a fire hazard due to faulty Federal Pacific Stab Lok Breakers in main panel;
 - c. Defendant disconnected service as electric service was a fire hazard;
 - d. Defendant suffered a frozen shoulder and had to delay repair of house;
 - e. Plaintiff harassed Defendant by attempting to take house for abandonment;
 - f. Defendant's husband took time off work (Licensed Master Electrician) to repair electric system in March of 2013 due to Plaintiff canceling insurance on house;
 - g. Defendant's husband stepped in hole at 234 Pineneedle Road, Columbia, SC while repairing electric system and injured right knee [See Exhibit 3 this Answer and Counter Claim];
 - h. Defendant's husband has been unable to return to work and deemed disabled pursuant to Social Security Disability [See Exhibit 4 this Answer and Counter Claim].

COUNTER CLAIMS

COUNT THREE

8. Defendant realleges as if set forth in this document paragraph 1-7 of the Counter Claim;
9. Defendant alleges that Plaintiff has been negligent by:
 - a. Plaintiff had duty to provide continued insurance on home pursuant to the Mortgage Agreement;
 - b. Plaintiff breached its duty by canceling the insurance on the home;
 - c. Plaintiffs actions were the direct cause of injury to Defendants husband;
 - d. Plaintiff actions were a proximate cause of injury to Defendants husband;
 - e. Plaintiff actions have caused harm to Defendants husband [See Exhibit 3 this Answer and Counter Claim].

COUNTER CLAIMS

COUNT FOUR

10. Defendant realleges as if set forth in this document paragraph 1-9 of the Counter Claim;
11. Defendant alleges that Plaintiff has intentionally sought to violate the order of the South Carolina Supreme Court by its failure to process the loan modification document as provided to Plaintiff and Green Tree Servicing LLC by Defendants Attorney Moss And Associates

COUNTER CLAIMS

COUNT FIVE

12. Defendant realleges as if set forth in this document paragraph 1-11 of the Counter Claim;
13. Defendant alleges that Plaintiff has intentionally failed to cooperate with SC Help;

WHEREFORE, Defendant prays this court:

- A. Grant her relief in the form of voiding the mortgage agreement for breach of duty as stated in count one of counter claim;
- B. Grant her relief in the form of \$1,000,000 for intentional infliction of emotional duress for unfair actions of Plaintiff during foreclosure process as stated in count two of the counter claim;
- C. Grant her relief in the form of \$1,000,000 for Negligence due to breach of duty of Plaintiff to provide continued insurance coverage on home causing irreparable injury to Defendant's husband as stated in count three of the counter claim;
- D. Grant her relief in the form of dismissal of Plaintiffs Complaint for Plaintiffs misrepresentation to the court that Defendant has not completed the loan modification documents and Reaffirmation documents as stated in Answer, Defenses and Counter Claim Four;

- E. Grant her relief in the form of dismissal of Plaintiffs Complaint for lack of standing and failure to state a complaint which relief can be granted as stated in the Motion To Dismiss, Answer, Defenses;
- F. Grant her relief in the form of \$20,000 for Count Five of Counter Claim to be applied to the mortgage in lieu of Plaintiffs failure to cooperate with SC Help;
- G. Grant Defendant reasonable attorney's fees to include fees paid to Moss and Associates for Loan Modification;
- H. Deny Plaintiff's requested relief;
- I. Grant Defendant any and all other relief this court deems equitable.

Defendant hereby claims a trial by jury.

Respectfully Submitted;



Jacqueline Taylor Hendricks
234 Pineneedle Road
Columbia, SC 29203
Dated this 3rd day of July 2014

1 STATE OF SOUTH CAROLINA
2 COUNTY OF RICHLAND IN THE CIVIL COURT

3
4 GREENTREE SERVICING, LLC,)
5 Plaintiff,) TRANSCRIPT OF RECORD
6 -vs-) 13-CP-40-0712
7 JACQUELINE TAYLOR A/K/A)
8 JACQUELINE TAYLOR HENDRICKS,)
9 Defendant.)

10
11 April 4, 2016
12 Columbia, South Carolina

13
14 B E F O R E:

15 HONORABLE G. THOMAS COOPER, JR., Judge.
16

17 A P P E A R A N C E S:

18 MAGALIE A. CREECH, Esquire
19 Attorney for the Plaintiff

20 WILLIAM H. EDWARDS, Esquire
21 Attorney for the Defendant

22
23
24 L. COCONUT PANTSARI, R.P.R.
25 Circuit Court Reporter

INDEX

Motion Hearing 04/04/16	3
Certificate	14

INDEX OF WITNESSES

(Court Reporter's Note: There was no direct or cross examination of any witnesses.)

INDEX OF EXHIBITS

(Court Reporter's Note: No exhibits were marked or received into evidence.)

1 (The following proceedings are reported on
2 April 4, 2016.)

3 THE COURT: This is Bank of America versus
4 Jackson and Taylor.

5 Ms. Creech, this is your motion.

6 MS. CREECH: Thank you, Your Honor. I did
7 want to add that the captioned plaintiff is now
8 GreenTree Servicing. There was an assignment of
9 mortgage, and the pleadings were amended to substitute
10 GreenTree as the plaintiff.

11 THE COURT: GreenTree Servicing, LLC.

12 MS. CREECH: Yes, Your Honor. If I may just
13 by way of background. This action was commenced as a
14 foreclosure as a result of Ms. Taylor's failure to make
15 the required monthly mortgage payments under her
16 mortgage.

17 In response to the foreclosure action, she
18 filed an answer and a counterclaim which asserted
19 violations of the Real Estate Settlement Procedures Act,
20 violation of the Truth in Lending Act, breach of
21 contract accompanied by violation of the covenant of
22 good faith and fair dealing, intentional infliction of
23 emotional distress, negligence, and violation of the
24 2011 Supreme Court Administrative order.

25 Ms. Taylor then subsequently filed another

1 answer and counterclaim, which was without leave of the
2 Court or consent of the plaintiff.

3 THE COURT: Without leave?

4 MS. CREECH: Correct, Your Honor. In return
5 the plaintiff filed a motion to strike that amended
6 pleading. That motion to strike was never heard because
7 subsequently Ms. Taylor filed for relief under
8 Chapter 13 of the U.S. Bankruptcy Code.

9 Under the automatic stay, the foreclosure
10 action was stricken from the active docket. During the
11 pendency of the Chapter 13 proceedings, the loan was
12 modified --

13 THE COURT: The what?

14 MS. CREECH: The loan that was the subject of
15 the foreclosure was modified, and then the bankruptcy
16 was later dismissed.

17 The plaintiff's motion for summary judgment is
18 on the grounds that in the bankruptcy proceedings,
19 Ms. Taylor did not submit her pending counterclaims as
20 assets in her summary of schedules and that she should
21 be judicially estopped from asserting those
22 counterclaims now.

23 The schedules that she submitted were under
24 penalty of perjury, and she represented to the
25 bankruptcy court that she did not have any contingent or

1 unliquidated claims of any kind, including counterclaims
2 or rights to settle.

3 The applicable framework for analyzing whether
4 judicial estoppel should apply is set forth in Cothran
5 versus Brown. That's 592 S.E.2d 629. It's a 2004
6 Supreme Court case which states that in order for
7 judicial estoppel to apply, five elements need to be
8 satisfied.

9 First, that two inconsistent positions are
10 taken by the same party or parties in privity with one
11 another. Two, the positions must be taken in the same
12 or related proceedings involving the same party or
13 parties in privity with each other.

14 Three, the parties taking a position must have
15 been successful in maintaining the position and had
16 received some benefit. Four, the inconsistency must
17 have been part of an intentional act to mislead the
18 Court. And, five, the two positions must be totally
19 inconsistent.

20 I think that Mr. Edwards and I can agree that
21 the facts are not in dispute in this case. But,
22 however, under the applicable framework the plaintiff
23 submits that she should be judicially estopped because
24 she knew of those claims. They were pending in court.

25 Based on the affidavit that Ms. Taylor

1 submitted in opposition to the motion, she avers that
2 she told her bankruptcy attorney about that, but he
3 chose not to list them in the schedules for whatever
4 reason.

5 In instances where that has occurred, whether
6 it was inadvertence of the attorney or the party,
7 judicial estoppel has been applied. I would point out
8 the South Carolina District Court case of Evans versus
9 Allied Air Enterprises, Inc. I only have a Westlaw cite
10 to that since it's a recent case, but it's 2011 Westlaw
11 4548307.

12 In that case despite the evidence showing that
13 the bankruptcy attorney inadvertently failed to list her
14 pending claims in the bankruptcy court, judicial
15 estoppel still applied because had they been asserted,
16 the assets of the bankruptcy estate would have been
17 increased.

18 We submit that under the case cited by the
19 defendants in their brief, Calafiore versus Verner
20 Enterprises, Inc., that the intent and motive to conceal
21 those assets can be inferred in an instance where having
22 disclosed those claims in the bankruptcy action would
23 have increased the assets of the bankruptcy estate.

24 Ms. Taylor additionally argues that's she did
25 not receive any benefit because the bankruptcy was later

1 dismissed. That, we contend, is irrelevant because she
2 did make that representation that she did not have those
3 claims to the bankruptcy court and during the pendency
4 of the bankruptcy obtained a loan modification.

5 So regardless of whether the bankruptcy was
6 subsequently dismissed, had those claims been asserted,
7 the bankruptcy estate would have been increased; and
8 that is sufficient to satisfy the element to show motive
9 and intent in not disclosing those claims.

10 Based on that, Your Honor, we would
11 respectfully submit that summary judgment is proper and
12 that the counterclaims should be dismissed on the
13 grounds of judicial estoppel.

14 THE COURT: All right. What is the second
15 motion?

16 MS. CREECH: I believe the second motion, Your
17 Honor, has already been heard. It was when the
18 plaintiff submitted a proposed stipulation of dismissal
19 of the foreclosure as a result of the loan modification.
20 Ms. Taylor consented to that but did not consent to
21 dismissal of the counterclaims which remain pending.

22 THE COURT: So that is moot?

23 MS. CREECH: Yes, Your Honor, that has already
24 been ruled on. I believe there was a Form 4 stating
25 that the foreclosure was dismissed.

1 THE COURT: It may be in the file. I just
2 haven't reviewed the entire file.

3 Mr. Edwards.

4 MR. EDWARDS: Thank you, Your Honor. May it
5 please the Court. Just some further background, Your
6 Honor. I was not involved in this case or the
7 bankruptcy case.

8 I became involved in this case after the
9 filing of GreenTree's motion for summary judgment. My
10 purpose for being here is just to help Ms. Taylor defend
11 the motion for summary judgment. I have not been
12 involved in this case heretofore.

13 Your Honor, under the five-prong test of Cothr
14 an versus Brown, GreenTree has to show that the omission
15 was intentional and that Ms. Hendricks obtained some
16 advantage from the omission.

17 But, Your Honor, GreenTree in the case cited
18 in our brief also has to show that there was prejudice,
19 Your Honor. It was certainly not mislead. The
20 counterclaims were made before the bankruptcy was filed,
21 and they were certainly aware of the counterclaims.

22 They were listed as a creditor in the
23 bankruptcy proceeding. They received notice of the
24 bankruptcy filing. The bankruptcy was ultimately
25 dismissed. Prior to the dismissal of the bankruptcy,

1 GreenTree did enter the mortgage modification.

2 Ms. Hendricks believes that GreenTree has
3 unclean hands because it was operating under the
4 administrative order requiring it to consider the
5 mortgage modification, the end process loan
6 modification.

7 The fact that it failed to do so forced her to
8 file the bankruptcy, which she would have been in
9 bankruptcy had GreenTree followed that administrative
10 order and given the loan modification, which ultimately
11 did after she filed the bankruptcy.

12 GreenTree is not prejudiced. The bankruptcy
13 attorney for Ms. Hendricks told her she didn't need to
14 list those assets, as she set forth in her affidavit
15 because she considered them to be moot after the loan
16 modification was made.

17 GreenTree, the plaintiff here, is actually
18 under an order with the Federal Trade Commission and the
19 Consumer Financial Protection Bureau out of the United
20 States District Court of Minnesota. It's 15 CV
21 02064-JSM for violations of it's end process loan
22 modification requirements.

23 There is a settlement for permanent injunction
24 and monetary award against GreenTree for that for the
25 very same conduct that led Ms. Hendricks to have to file

1 bankruptcy because GreenTree would not offer her the end
2 process loan modification in a timely manner.

3 THE COURT: Is there evidence of that?

4 MR. EDWARDS: I'm sorry, Your Honor?

5 THE COURT: Is there evidence of that in the
6 file?

7 MR. EDWARDS: That was part of the
8 counterclaims that Ms. Hendricks filed, Your Honor.

9 THE COURT: Go ahead.

10 MR. EDWARDS: Your Honor, briefly in closing,
11 Your Honor, GreenTree cannot satisfy all five prongs of
12 the Cothran versus Brown case. In addition, they cannot
13 show any prejudice and they have unclean hands. So
14 summary judgment should be denied.

15 THE COURT: Ms. Creech.

16 MS. CREECH: Thank you, Your Honor. The
17 action, if I recall correctly, was stayed by virtue of
18 the 2011 administrative order for foreclosure
19 intervention at the time that the bankruptcy was filed.

20 So there is -- I will have to review that,
21 Your Honor, but I do not believe that a certification of
22 compliance had been filed in this action. So there
23 would not be any evidence in that instance that the
24 plaintiff had failed to review her for a loan
25 modification.

1 The fact that it subsequently resulted in a
2 final permanent loan modification is evidence to the
3 contrary. But I don't really think that that is
4 relevant to the analysis of whether judicial estoppel
5 should be applied under this set of facts.

6 Under the framework, Your Honor, there is no
7 requirement to show that there was prejudice to one of
8 the creditors. In fact, the Calafiore case that was
9 cited in the defendant's brief states that if deliberate
10 or intentional manipulation can be inferred from the
11 record, whether debtor has knowledge of the undisclosed
12 claims and has a motive for concealment.

13 In other words, even if a debtor had full
14 knowledge of a potential claim, the failure to disclose
15 that claim in a bankruptcy petition could nonetheless be
16 deemed inadvertent where he lacked a motive for
17 concealment.

18 If the undisclosed claim would have added
19 assets to the bankruptcy estate, however, he will
20 usually be deemed to have had a motive to conceal those
21 claims. That is the set of facts that we are dealing
22 with Your Honor.

23 THE COURT: Anything further?

24 MS. CREECH: Nothing further, Your Honor.

25 THE COURT: Let me have proposed orders in ten

1 days.

2 MS. CREECH: Your Honor, do you need a copy of
3 the stipulation of dismissal of the foreclosure, the
4 order, the previously mooted motion.

5 THE COURT: Does it have the same case number?

6 MS. CREECH: Yes, Your Honor. It was signed
7 by Judge Newman.

8 THE COURT: You should probably make it part
9 of this file.

10 MS. CREECH: I have an extra copy, Your Honor.
11 (Hands to Court.)

12 THE COURT: There may be one in this file. I
13 don't know.

14 MR. EDWARDS: Your Honor, I have a copy of the
15 stipulated order of defendant judgment and monetary
16 judgment of the United States District Court for the
17 District of Minnesota that I referenced if the Court
18 would like a hard copy -- it's 67 pages -- or the Court
19 may want to take judicial notice.

20 THE COURT: What is the plaintiff's position?

21 MS. CREECH: The plaintiff's position is that
22 it is unrelated and irrelevant to what is before the
23 Court. It would go to the merits of her counterclaims
24 which we are not addressing. We are simply saying that
25 judicial estoppel should apply.

1 THE COURT: What would you prefer?

2 MR. EDWARDS: I would prefer it be entered in
3 court's record.

4 THE COURT: Hand it up.

5 MS. CREECH: We object.

6 THE COURT: Over the plaintiff's objection.

7 (Hands to Court.)

8 MR. EDWARDS: Thank you, Your Honor.

9 *** END OF REQUESTED TRANSCRIPT OF RECORD ***

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C E R T I F I C A T E

I, the undersigned L. Coconut Pantsari, Official Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of all the proceedings had and the evidence introduced in the hearing of the captioned cause, relative to appeal, in the Civil Court for Richland County, South Carolina, on the 4th day of April, 2016.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

August 4, 2016

s/L. Coconut Pantsari

Court Reporter

B6 Summary (Official Form 6 - Summary) (12/14)

United States Bankruptcy Court
District of South Carolina

In re **Robert Mason Hendricks,
Jacqueline Taylor Hendricks**

Debtors

Case No. **15-00351**

Chapter **13**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	5	113,686.96		
B - Personal Property	Yes	4	18,950.42		
C - Property Claimed as Exempt	Yes	2			
D - Creditors Holding Secured Claims	Yes	1		49,266.38	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	13		147,769.71	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	23			2,287.64
J - Current Expenditures of Individual Debtor(s)	Yes	2			1,996.57
Total Number of Sheets of ALL Schedules		53			
Total Assets			132,637.38		
Total Liabilities				197,036.09	

B 6 Summary (Official Form 6 - Summary) (12/14)

United States Bankruptcy Court
District of South Carolina

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Debtors

Case No. 15-00351

Chapter 13

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	70,425.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	70,425.00

State the following:

Average Income (from Schedule I, Line 12)	2,287.64
Average Expenses (from Schedule J, Line 22)	1,996.57
Current Monthly Income (from Form 22A-1 Line 11; OR, Form 22B Line 14; OR, Form 22C-1 Line 14)	1,583.64

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		11,466.38
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	0.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		147,769.71
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		159,236.09

B6A (Official Form 6A) (12/07)

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
DEBTORS PROPERTY-234 PINENEEDLE ROAD, COLUMBIA SC 29203, RICHLAND COUNTY, (2) BEDROOM HOUSE, TMS# (R09203-05-10), TAX APPRAISAL VALUE (\$31,500), SEE ATTACHED TAX APPRAISAL	Fee Simple	W	31,500.00	38,516.00
DEBTOR ESTIMATES VALUE AT (\$20,000), HOUSE IS IN NEED OF REPAIRS TO ROOF, HEATING UNIT, DOOR AND WINDOW SILLS, BATHROOM AND PLUMBING REPAIRS				
DEBTORS RESIDENCE-1015 WILDWOOD AVENUE, COLUMBIA SC 29203, RICHLAND COUNTY, (2) BEDROOM HOUSE, TMS# (R09215-18-08), TAX APPRAISAL VALUE: (\$114,500), SEE ATTACHED TAX APPRAISAL	Life Estate	W	82,186.96	0.00
DEBTORS LIVE IN PROPERTY, JOINT DEBTORS MOTHER GIFTED A REMAINDER INTEREST IN PROPERTY TO JOINT DEBTOR BUT RETAINS A LIFE ESTATE IN THE PROPERTY, MOTHER IS 90 YEARS OF AGE, REMAINDER FACTOR (0.71779), VALUE OF DEBTORS REMAINDER INTEREST (\$82,186.96), EQUITY AFTE RLIIQUIDATION (\$3,512)				

Sub-Total > 113,686.96 (Total of this page)

Total > 113,686.96

(Report also on Summary of Schedules)

Assessor Data View

The information provided on this page reflects data as of December 31, 2013 and should be used for reference only. For official assessment information, please contact the Richland County Assessor's Office.

Information presented on the Assessor's Database is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE. All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at those offices.

Owner Information

Tax Map Number: R09203-05-10

Owner: TAYLOR JACQUELINE L

Address 1: 234 PINENEEDLE RD

Address 2:

Address 3:

City/State/Zip: COLUMBIA SC 29203

Property Location/Code: 234 PINENEEDLE RD

Tax Information

Year: 2014

Property Tax Relief: (\$312.35)

Local Option Sales Tax Credit: (\$102.60)

Tax Amount: \$240.51

Paid: Yes

Homestead: No

Assessed: \$1,260.00

Assessment Information

Year Of Assessment: 2014

Tax District: ICC

Acres Of Parcel: 0.00

Non-Agriculture Value: \$3,500.00

Building Value: \$27,800.00

Taxable Value: \$31,500.00

Zoning: RS-2

Legal Residence: Yes

Sewer Connection: CITY

Water Connection: CITY

Agriculture Value: \$0.00

Improvements: \$200.00

Property Information

Legal Description: LOT 15 BLOCK 10

75X150X75X150

Land Type: RESIDENTIAL LAND

#SU CLAIRVIEW TERRACE

#PR N-62, N-94

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
TAYLOR JACQUELINE L	03/25/1999	1	R0291/ 1024	\$15,900.00	9
ADM OF VETERANS AFFAIRS	11/11/1978		D449 / 331	\$0.00	

Qualification Code Definitions

Structure Information

Building Number	Year Structure Was Assessed	Building Description	Actual Year Built	Number Of Bathrooms	Number Of Bedrooms	Total Number Of Stories	Heated Square Footage	Total Square Footage
1	2014	SGL FAM - WALL GROUP 3	1950	1.0	2	1.0	887	1257

Structure Details

Structure Type	Structure Description	Building Number
Building Element	AC TYPE...GAS PAC	1
Building Element	ARCHITECTURAL STYLE...OLD HOUSE	1
Building Element	BUILDING SHAPE...SQUARE	1
Building Element	ELECTRICAL...AVERAGE	1

Building Element		
Building Element	EXTERIOR WALL 1...PREFAB WOOD PANEL	1
Building Element	EXTERIOR WALL 2	1
Building Element	FOUNDATION...PIERS	1
Building Element	HEAT TYPE/FUEL...FORCED AIR DUC/GAS	1
Building Element	INSULATION...AVERAGE	1
Building Element	INTERIOR FLOOR 1...HARDWOOD	1
Building Element	INTERIOR FLOOR 2	1
Building Element	INTERIOR WALL 1...3-PLASTER/DRYWALL	1
Building Element	INTERIOR WALL 2	1
Building Element	ROOF COVER...ASPHALT SHINGLE	1
Building Element	ROOF STRUCTURE...GABLE OR HIP	1
Building Element	STRUCTURAL FRAME	1

Exemptions	
Exemption Year	Exemption Description

Assessor Data View

The information provided on this page reflects data as of December 31, 2013 and should be used for reference only. For official assessment information, please contact the Richland County Assessor's Office.

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Owner Information

Tax Map Number:	09215-18-08
Owner:	TAYLOR MARY A LIFE ESTATE
Address 1:	1015 WILDWOOD AVE
Address 2:	
Address 3:	
City/State/Zip:	COLUMBIA SC 29203
Property Location/Code:	1015 WILDWOOD AVE

Tax Information

Year:	2014
Property Tax Relief:	(\$1,125.38)
Local Option Sales Tax Credit:	(\$210.07)
Tax Amount:	\$492.47
Paid:	No
Homestead:	Yes
Assessed:	\$4,580.00

Assessment Information

Year Of Assessment:	2014	Legal Residence:	Yes
Tax District:	ICC	Sewer Connection:	CITY
Acres Of Parcel:	0.00	Water Connection:	CITY
Non-Agriculture Value:	\$17,600.00	Agriculture Value:	\$0.00
Building Value:	\$96,100.00	Improvements:	\$800.00
Taxable Value:	\$114,500.00		
Zoning:	RS-3		

Property Information

Legal Description:	LOTS 15 & 16 BLK 15	#SU MONTICELLO
	120X143.6X120X143.8	#PR B-126 E-94 & 95
Land Type:	RESIDENTIAL LAND	

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
TAYLOR MARY A LIFE ESTATE	08/03/2005	1	R1082/ 1555	\$1.00	9
TAYLOR MARY A	11/09/1986		D818 / 314	\$0.00	
ALCORN MAURICE L	11/11/1911		WILL / 0	\$0.00	

Qualification Code Definitions

Structure Information

Building Number	Year Structure Was Assessed	Building Description	Actual Year Built	Number Of Bathrooms	Number Of Bedrooms	Total Number Of Stories	Heated Square Footage	Total Square Footage
1	2014	SGL FAM - WALL GROUP 3	1940	1.0	3	1.0	2150	2655

Structure Details

Structure Type	Structure Description	Building Number
Building Element	AC TYPE...HEAT PUMP	1
Building Element	ARCHITECTURAL STYLE...OLD HOUSE	1
Building Element	BUILDING SHAPE...RECTANGLE	1
Building Element	ELECTRICAL...AVERAGE	1

Building Element		
Building Element	EXTERIOR WALL 1...FACE BRICK VENEER	1
Building Element	EXTERIOR WALL 2	1
Building Element	FOUNDATION...PIERS	1
Building Element	HEAT TYPE/FUEL...FORCED AIR DUC/GAS	1
Building Element	INSULATION...AVERAGE	1
Building Element	INTERIOR FLOOR 1...HARDWOOD	1
Building Element	INTERIOR FLOOR 2	1
Building Element	INTERIOR WALL 1...3-PLASTER/DRYWALL	1
Building Element	INTERIOR WALL 2	1
Building Element	OVEN/RANGE...OVEN/RANGE	1
Building Element	ROOF COVER...ASPHALT SHINGLE	1
Building Element	ROOF STRUCTURE...GABLE OR HIP	1
Building Element	STRUCTURAL FRAME	1
Misc Improvement	FIREPLACE-1 STORY SINGLE/MHOME	1
Misc Improvement	FIREPLACE-1 STORY SINGLE/RESID	1
Misc Improvement	FIREPLACE-1 STY SGL/COMMERCIAL	1

Exemptions

Exemption Year	Exemption Description
2014	HOMESTEAD EXEMPTION

B6B (Official Form 6B) (12/07)

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		CASH ON HAND	J	3.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		TD BANK: CHECKING ACCOUNT# (8104)	J	10.08
		TD BANK: SAVINGS ACCOUNT# (8648)	J	0.00
		TD BANK: CHECKING ACCOUNT# (0536)	J	33.34
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		HOUSEHOLD GOODS: (2) CUSTOM BOOKCASES, (2) FOLDING CHAIRS, DESK, TABLE, COUCH, (2) CHAIRS, DRESSER, KITCHEN TABLE, (4) CHAIRS, SECRETARY, CEDAR CHEST, COFFEE TABLE, CHINA CABINET, SMALL TABLE, HIGHBOY, (2) HEATERS, SPA, VCR, COMPUTER, STEREO, TELEVISION, RECORDER, BENCH, MICROWAVE	J	2,500.00
		HOUSEHOLD GOODS: REFRIGERATOR	J	500.00
		HOUSEHOLD GOODS: TV	J	400.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		BOOKS	J	150.00
6. Wearing apparel.		CLOTHING	J	400.00
7. Furs and jewelry.		JEWELRY	J	2,000.00
8. Firearms and sports, photographic, and other hobby equipment.	X			

Sub-Total > 5,996.42
(Total of this page)

B6B (Official Form 6B) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		INTEREST IN BUSINESS: PEARLTRONIX, INC: BUSINESS IS A SOUTH CAROLINA S-CORPORATION AND CONSISTS OF (2) ENTITIES TO INCLUDE JAT ENTERTAINMENT WHICH WAS FORMED IN 2006 AND BUJI SOFT WHICH WAS FORMED IN 2009. BUSINESS DOES NOT HAVE ACCOUNTS RECEIVABLE OR OTHER EMPLOYEES. THE BUSINESS DOES NOT HAVE ANY INVENTORY; BUSINESS USES DEBTOR'S TOOLS OF TRADE WHICH ARE VALUED AND LISTED SEPARATELY BELOW; VALUE OF DEBTOR'S INTEREST IN PEARLTRONIX, INC.: \$0, BASIS: THERE IS NO VALUE TO BUSINESS AS BUSINESS HAS NO ASSETS	W	0.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			

Sub-Total > 0.00
(Total of this page)

B6B (Official Form 6B) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2006 DODGE DAKOTA TRUCK: VIN# (1D7KS28CX6J), (4) DOOR, (6) CYLINDER, (160,000) MILES, NADA VALUE (\$5,400)	W	5,400.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			

Sub-Total > 5,400.00
(Total of this page)

B6B (Official Form 6B) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
29. Machinery, fixtures, equipment, and supplies used in business.		TOOLS OF THE TRADE USED BY JAT ENTERTAINMENT: YAMAHA 2400 AMP, MIDS, SOFTWARE, (2) CELLOS, (2) BOWS	J	6,150.00
		TOOLS OF THE TRADE USED BY BUJI SOFT: GATEWAY COMPUTER, IMAC COMPUTER, LAPTOP, SERVER	J	700.00
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		SOCIAL SECURITY: DEBTOR RECEIVES SOCIAL SECURITY IN THE AMOUNT OF (\$704)/MONTH	H	704.00

Sub-Total > 7,554.00
(Total of this page)
Total > 18,950.42
(Report also on Summary of Schedules)

B6C (Official Form 6C) (4/13)

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

- ☐ 11 U.S.C. §522(b)(2)
☒ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property			
DEBTORS PROPERTY-234 PINENEEDLE ROAD, COLUMBIA SC 29203, RICHLAND COUNTY, (2) BEDROOM HOUSE, TMS# (R09203-05-10), TAX APPRAISAL VALUE (\$31,500), SEE ATTACHED TAX APPRAISAL	S.C. Code Ann. § 15-41-30(A)(7) in the amount of \$5,778.58 of unused Homestead Exemption	5,778.58	31,500.00
DEBTOR ESTIMATES VALUE AT (\$20,000), HOUSE IS IN NEED OF REPAIRS TO ROOF, HEATING UNIT, DOOR AND WINDOW SILLS, BATHROOM AND PLUMBING REPAIRS			
DEBTORS RESIDENCE-1015 WILDWOOD AVENUE, COLUMBIA SC 29203, RICHLAND COUNTY, (2) BEDROOM HOUSE, TMS# (R09215-18-08), TAX APPRAISAL VALUE: (\$114,500), SEE ATTACHED TAX APPRAISAL	S.C. Code Ann. § 15-41-30(A)(1)	58,225.00	82,186.96
DEBTORS LIVE IN PROPERTY, JOINT DEBTORS MOTHER GIFTED A REMAINDER INTEREST IN PROPERTY TO JOINT DEBTOR BUT RETAINS A LIFE ESTATE IN THE PROPERTY, MOTHER IS 90 YEARS OF AGE, REMAINDER FACTOR (0.71779), VALUE OF DEBTORS REMAINDER INTEREST (\$82,186.96), EQUITY AFTER LIQUIDATION (\$3,512)			
Cash on Hand			
CASH ON HAND	S.C. Code Ann. § 15-41-30(A)(7) in the amount of \$3.00 of unused Homestead Exemption	3.00	3.00
Checking, Savings, or Other Financial Accounts, Certificates of Deposit			
TD BANK: CHECKING ACCOUNT# (8104)	S.C. Code Ann. § 15-41-30(A)(7) in the amount of \$10.08 of unused Homestead Exemption	10.08	10.08
TD BANK: SAVINGS ACCOUNT# (8648)	S.C. Code Ann. § 15-41-30(A)(7) in the amount of \$0.00 of unused Homestead Exemption	0.00	0.00
TD BANK: CHECKING ACCOUNT# (0536)	S.C. Code Ann. § 15-41-30(A)(7) in the amount of \$33.34 of unused Homestead Exemption	33.34	33.34

B6C (Official Form 6C) (4/13) -- Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT
(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Household Goods and Furnishings HOUSEHOLD GOODS: (2) CUSTOM BOOKCASES, (2) FOLDING CHAIRS, DESK, TABLE, COUCH, (2) CHAIRS, DRESSER, KITCHEN TABLE, (4) CHAIRS, SECRETARY, CEDAR CHEST, COFFEE TABLE, CHINA CABINET, SMALL TABLE, HIGHBOY, (2) HEATERS, SPA, VCR, COMPUTER, STEREO, TELEVISION, RECORDER, BENCH, MICROWAVE	S.C. Code Ann. § 15-41-30(A)(3)	3,500.00	2,500.00
HOUSEHOLD GOODS: REFRIGERATOR	S.C. Code Ann. § 15-41-30(A)(3)	500.00	500.00
HOUSEHOLD GOODS: TV	S.C. Code Ann. § 15-41-30(A)(3)	400.00	400.00
Books, Pictures and Other Art Objects; Collectibles BOOKS	S.C. Code Ann. § 15-41-30(A)(3)	150.00	150.00
Wearing Apparel CLOTHING	S.C. Code Ann. § 15-41-30(A)(3)	400.00	400.00
Furs and Jewelry JEWELRY	S.C. Code Ann. § 15-41-30(A)(4)	2,000.00	2,000.00
Automobiles, Trucks, Trailers, and Other Vehicles 2006 DODGE DAKOTA TRUCK: VIN# (1D7KS28CX6J), (4) DOOR, (6) CYLINDER, (160,000) MILES, NADA VALUE (\$5,400)	S.C. Code Ann. § 15-41-30(A)(2)	5,825.00	5,400.00
Machinery, Fixtures, Equipment and Supplies Used in Business TOOLS OF THE TRADE USED BY JAT ENTERTAINMENT: YAMAHA 2400 AMP, MIDS, SOFTWARE, (2) CELLOS, (2) BOWS	S.C. Code Ann. § 15-41-30(A)(6)	2,800.00	6,150.00
TOOLS OF THE TRADE USED BY BUJI SOFT: GATEWAY COMPUTER, IMAC COMPUTER, LAPTOP, SERVER	S.C. Code Ann. § 15-41-30(A)(6)	700.00	700.00
Other Personal Property of Any Kind Not Already Listed SOCIAL SECURITY: DEBTOR RECEIVES SOCIAL SECURITY IN THE AMOUNT OF (\$704)/MONTH	S.C. Code Ann. § 15-41-30(A)(11)(a)	704.00	704.00

B6D (Official Form 6D) (12/07)

In re **Robert Mason Hendricks,
Jacqueline Taylor Hendricks**

Case No. **15-00351**

Debtors

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. 5555 BABCOCK 736 ST ANDREWS ROAD Columbia, SC 29210		W	9/14 Purchase Money Security REFRIGERATOR: TO BE PAID IN PLAN Value \$ 500.00				973.38	473.38
Account No. 4450 CHASE AUTO FINANCE PO BOX 901003 Fort Worth, TX 76101		W	10/11 Auto Loan 2006 DODGE DAKOTA TRUCK: TO BE VALUED IN PLAN Value \$ 5,400.00				9,377.00	3,977.00
Account No. 3856 GREENTREE PO BOX 94710 Palatine, IL 60094		W	3/83 Mortgage DEBTORS RESIDENCE-234 PINENEEDLE ROAD, COLUMBIA SC 29203: ARREARAGE TO BE ADDRESSED THROUGH LOAN MODIFICATION, DEBTOR IS ALREADY PAYING TRIAL PAYMENTS Value \$ 31,500.00				38,516.00	7,016.00
Account No. 4577 WHY NOT LEASE 1750 ELM STREET, STE 1200 Manchester, NH 03104		H	1/14 Purchase Money Security TELEVISION: TO BE PAID IN PLAN Value \$ 400.00				400.00	0.00
Subtotal (Total of this page)							49,266.38	11,466.38
Total (Summary of Schedules)							49,266.38	11,466.38

0 continuation sheets attached

LT00079 Summary of Schedules

BGE (Official Form 6E) (4/13)

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,775* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

B6F (Official Form 6F) (12/07)

In re **Robert Mason Hendricks,
Jacqueline Taylor Hendricks**

Case No. **15-00351**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	Husband, Wife, Joint, or Community		CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 4861 AFNI PO BOX 3097 Bloomington, IL 61702	W	2/14 Collections				991.00
Account No. 9947 ARS NATIONAL SERVICES PO BOX 463023 Escondido, CA 92046	H	1/12 Collections				613.77
Account No. 7110 AT&T PO BOX 769 Arlington, TX 76004	H	1/12 Services				1,150.06
Account No. 1888 CALVARY PORTFOLIO SERVICES 500 SUMMIT LAKE DRIVE, STE 400 Valhalla, NY 10595	W	10/13 Collections				599.00
Subtotal (Total of this page)						3,353.83

12 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. 1804 CALVARY PORTFOLIO SERVICES 500 SUMMIT LAKE DRIVE, STE 400 Valhalla, NY 10595		H	10/12 Collections				474.00
Account No. 1593 CAROLINA UROLOGY PARTNERS 9735 KINCEY AVENUE, STE 201 Huntersville, NC 28078		H	10/12 Medical Bills				154.07
Account No. 4356 CASH CENTRAL 84 WEST 2400 STREET, NORTH Logan, UT 84341		H	8/14 Cash Advance				587.08
Account No. 0002 DATATRAC / SENICK MATHEWS BROWN 109 EDGEBROOK DR Anderson, SC 29621		H	4/14 Collections				78.00
Account No. 0002 DATATRAC / SENICK MATHEWS BROWN 109 EDGEBROOK DR Anderson, SC 29621		H	4/14 Collections				198.00
Subtotal (Total of this page)							1,491.15

Sheet no. 1 of 12 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

JLTO0082

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 0002 DATATRAC / SENICK MATHEWS BROWN 109 EDGEBROOK DR Anderson, SC 29621		H	4/14 Collections				1,549.00
Account No. 0002 DATATRAC / SENICK MATHEWS BROWN 109 EDGEBROOK DR Anderson, SC 29621		H	4/14 Collections				132.00
Account No. 6576 ENHANCED RECOVERY PO BOX 57547 Jacksonville, FL 32241		H	7/12 Collections				600.00
Account No. 9001 FOCUS RECEIVABLES MANAGEMENT 1130 NORTH CHASE PKWY STE 150 Marietta, GA 30067		W	10/13 Collections				605.12
Account No. 7827 IC SYSTEMS PO BOX 64378 Saint Paul, MN 55164		H	2/13 Collections				595.00
Subtotal (Total of this page)							3,481.12

Sheet no. 2 of 12 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

JLT00083

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C C O O R D I N A T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I T A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 5895 IC SYSTEMS PO BOX 64378 Saint Paul, MN 55164		H	2/11 Collections				106.00
Account No. 4577 IRS PO BOX 7346 Philadelphia, PA 19101-7346		J	Notice Only				0.00
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H	1/13 Medical Bills				410.00
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 100274 Columbia, SC 29202		H	3/13 Medical Bills				19.00
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H	3/13 Medical Bills				132.90
Sheet no. 3 of 12 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)
							667.90

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H		4/13 Medical Bills				2,167.25
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H		12/13 Medical Bills				169.00
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H		5/13 Medical Bills				17,872.72
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H		4/13 Medical Bills				2,958.64
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H		5/13 Medical Bills				633.00
Subtotal (Total of this page)								23,800.61

Sheet no. 4 of 12 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H	5/13 Medical Bills				216.00
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H	7/13 Medical Bills				78.72
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H	5/13 Medical Bills				1,549.40
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H	10/13 Medical Bills				216.00
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		H	8/13 Medical Bills				177.12
Subtotal (Total of this page)							2,237.24

Sheet no. 5 of 12 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 9467 LEXINGTON COLLECTION SERVICES OF LMC PO BOX 110274 Columbia, SC 29202		J	5/13 Medical Bills				198.90
Account No. 9730 LEXINGTON ORTHOPAEDICS 146 NORTH HOSPITAL DRIVE SUITE 140 West Columbia, SC 29169		W	11/12 Medical Bills				518.00
Account No. 0778 MERCHANTS ADJUSTMENTS PO BOX 7511 Mobile, AL 36670		W	11/13 Collections				90.00
Account No. 0795 MERCHANTS ADJUSTMENTS PO BOX 7511 Mobile, AL 36670		H	1/14 Collections				138.00
Account No. 0795 MERCHANTS ADJUSTMENTS PO BOX 7511 Mobile, AL 36670		H	1/14 Collections				1,606.00
Subtotal (Total of this page)							2,550.90

Sheet no. 6 of 12 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

ILT00087

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. 5730			1/13 Collections				
MIDLAND FUNDING 8875 AERO DR STE 200 San Diego, CA 92123-2255		W					938.00
Account No. 5075			9/13 Collections				
MIDLAND FUNDING 8875 AERO DR STE 200 San Diego, CA 92123-2255		W					507.00
Account No. 6075			9/13 Collections				
MIDLAND FUNDING 8875 AERO DR STE 200 San Diego, CA 92123-2255		W					507.00
Account No. 5394			10/12 Collections				
MIDLAND FUNDING 8875 AERO DR STE 200 San Diego, CA 92123-2255		H					650.00
Account No. 1671			12/13 Medical Bills				
MINUTE CLINIC PO BOX 8482 Belfast, ME 04915		W					89.00
Sheet no. 7 of 12 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							
Subtotal (Total of this page)							2,691.00

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B I T O R	Husband, Wife, Joint, or Community		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C						
Account No. 7732				12/13 Medical Bills				1,975.00
O FRANK HART 2414 DEVINE STREET Columbia, SC 29205		W						
Account No. 1153				11/12 Collections				498.00
PORTFOLIO RECOVERY ASSOCIATES 120 CORPORATE BLVD SUITE 100 Norfolk, VA 23502		W						
Account No. 0234				10/12 Collections				595.00
PORTFOLIO RECOVERY ASSOCIATES 287 INDEPENDENCE Virginia Beach, VA 23462		W						
Account No. 1153				11/12 Collections				498.00
PORTFOLIO RECOVERY ASSOCIATES 287 INDEPENDENCE Virginia Beach, VA 23462		W						
Account No. 0234				10/12 Collections				595.00
PORTFOLIO RECOVERY ASSOCIATES 120 CORPORATE BLVD SUITE 100 Norfolk, VA 23502		W						
Sheet no. <u>8</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)
								4,161.00

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O O R D I N A T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 0216				3/13 Collections				
RECEIVABLE MANAGEMENT 1601 SHOP RD STE D Columbia, SC 29201		W						34.00
Account No. 0218				5/13 Collections				
RECEIVABLE MANAGEMENT 1601 SHOP RD STE D Columbia, SC 29201		W						251.00
Account No. 0230				12/13 Collections				
RECEIVABLE MANAGEMENT 1601 SHOP RD STE D Columbia, SC 29201		H						149.00
Account No. 0526				9/13 Collections				
RECEIVABLE SOLUTIONS 1325 GARNERS LN STE C Columbia, SC 29210		W						2,111.00
Account No. 0480				2/13 Collections				
RECEIVABLE SOLUTIONS 1325 GARNERS LN STE C Columbia, SC 29210		H						119.00
Subtotal (Total of this page)								2,664.00

Sheet no. 9 of 12 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H W J C					
Account No. 0572			5/14 Collections				23,493.95
RECEIVABLE SOLUTIONS 1325 GARDENER LANE, STE C Columbia, SC 29210		H					
Account No. 0546			1/14 Collections				2,959.00
RECEIVABLE SOLUTIONS 1325 GARDENER LANE, STE C Columbia, SC 29210		H					
Account No. 0542			1/14 Collections				2,167.00
RECEIVABLE SOLUTIONS 1325 GARDENER LANE, STE C Columbia, SC 29210		H					
Account No. 0529			10/13 Collections				145.00
RECEIVABLE SOLUTIONS 1325 GARDENER LANE, STE C Columbia, SC 29210		H					
Account No. 4577			Notice Only				0.00
RICHLAND COUNTY TREASURER 2020 HAMPTON STREET Columbia, SC 29202		J					
Subtotal (Total of this page)							28,764.95

Sheet no. 10 of 12 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. 3078 SALLIE MAE PO BOX 9655 Wilkes Barre, PA 18773		H	2/07 Student Loan				21,545.00
Account No. 4577 SC DEPT OF REVENUE PO BOX 12265 Columbia, SC 29211		J	Notice Only				0.00
Account No. 0271 SCA COLLECTION 300 E. ARLINGTON BLVD Greenville, NC 27858		W	1/13 Collections				57.00
Account No. 0291 SCA COLLECTION 300 E. ARLINGTON BLVD Greenville, NC 27858		H	12/13 Collections				76.00
Account No. 7101 SPRINT PO BOX 4191 Carol Stream, IL 60197		H	11/12 Services				599.82
Sheet no. 11 of 12 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page) 22,277.82

B6F (Official Form 6F) (12/07) - Cont.

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 2031 TRAVELERS INSURANCE PO BOX 60307 Dallas, TX 75266	W	7/14 Services				706.99
Account No. 4730 US DEPT OF EDUCATION-NELNET 121 S 13TH STREET Lincoln, NE 68508	H	11/12 Student Loan				48,880.00
Account No. 8159 USC SURGERY PO BOX 198898 Atlanta, GA 30384	H	9/14 Medical Bills				41.20
Account No. 						
Account No. 						
Sheet no. <u>12</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) Total (Report on Summary of Schedules)
						49,628.19 147,769.71

JLT00093

B6G (Official Form 6G) (12/07)

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

B6H (Official Form 6H) (12/07)

In re Robert Mason Hendricks,
Jacqueline Taylor Hendricks

Case No. 15-00351

Debtors

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

Fill in this information to identify your case:

Debtor 1 Robert Mason Hendricks

Debtor 2 Jacqueline Taylor Hendricks
(Spouse, if filing)

United States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA

Case number 15-00351
(if known)

Check if this is:

- ☐ An amended filing
☐ A supplement showing post-petition chapter 13 income as of the following date:

MM/DD/YYYY

Official Form B 61

Schedule I: Your Income

12/13

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

How long employed there?

Debtor 1

- ☒ Employed
☐ Not employed

SOCIAL SECURITY

SOCIAL SECURITY

234 PINENEEDLE
Columbia, SC 29203

8 YEARS

Debtor 2 or non-filing spouse

- ☒ Employed
☐ Not employed

MUSICIAN

PEARLTRONIX INC

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

For Debtor 1

For Debtor 2 or non-filing spouse

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

2. \$ 0.00 \$ 0.00

3. Estimate and list monthly overtime pay.

3. +\$ 0.00 +\$ 0.00

4. Calculate gross income. Add line 2 + line 3.

4. \$ 0.00 \$ 0.00

Debtor 1 Robert Mason Hendricks
Debtor 2 Jacqueline Taylor Hendricks

Case number (if known) 15-00351

Copy line 4 here

	For Debtor 1	For Debtor 2 or non-filing spouse
4.	\$ 0.00	\$ 0.00

5. List all payroll deductions:

- 5a. Tax, Medicare, and Social Security deductions
5b. Mandatory contributions for retirement plans
5c. Voluntary contributions for retirement plans
5d. Required repayments of retirement fund loans
5e. Insurance
5f. Domestic support obligations
5g. Union dues
5h. Other deductions. Specify:

5a.	\$ 0.00	\$ 0.00
5b.	\$ 0.00	\$ 0.00
5c.	\$ 0.00	\$ 0.00
5d.	\$ 0.00	\$ 0.00
5e.	\$ 0.00	\$ 0.00
5f.	\$ 0.00	\$ 0.00
5g.	\$ 0.00	\$ 0.00
5h.	\$ 0.00	\$ 0.00

6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.

6.	\$ 0.00	\$ 0.00
----	---------	---------

7. Calculate total monthly take-home pay. Subtract line 6 from line 4.

7.	\$ 0.00	\$ 0.00
----	---------	---------

8. List all other income regularly received:

- 8a. Net income from rental property and from operating a business, profession, or farm
Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.
8b. Interest and dividends
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive
Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.
8d. Unemployment compensation
8e. Social Security
8f. Other government assistance that you regularly receive
Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies.
Specify:
8g. Pension or retirement income
8h. Other monthly income. Specify:

8a.	\$ 0.00	\$ 1,583.64
8b.	\$ 0.00	\$ 0.00
8c.	\$ 0.00	\$ 0.00
8d.	\$ 0.00	\$ 0.00
8e.	\$ 704.00	\$ 0.00
8f.	\$ 0.00	\$ 0.00
8g.	\$ 0.00	\$ 0.00
8h.	\$ 0.00	\$ 0.00

9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.

9.	\$ 704.00	\$ 1,583.64
----	-----------	-------------

10. Calculate monthly income. Add line 7 + line 9.

Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.

10.	\$ 704.00	+	\$ 1,583.64	=	\$ 2,287.64
-----	-----------	---	-------------	---	-------------

11. State all other regular contributions to the expenses that you list in Schedule J.

Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives.

Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J.
Specify:

11. +\$ 0.00

12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies

12.	\$ 2,287.64
-----	-------------

Combined monthly income

13. Do you expect an increase or decrease within the year after you file this form?

☒ No.

☐ Yes. Explain:

DEBTORS DO NOT ANTICIPATE ANY CHANGES TO INCOME WITHIN THE NEXT YEAR.

Your New Benefit Amount

8106800

BENEFICIARY'S NAME: ROBERT M HENDRICKS

Your Social Security benefits will increase by 1.7 percent in 2015 because of a rise in the cost of living. You can use this letter when you need proof of your benefit amount to receive food, rent, or energy assistance; bank loans; or for other business. Keep this letter with your important financial records.

How Much Will I Get And When?

- | | |
|--|-----------------|
| • Your monthly amount (before deductions) is | <u>\$704.00</u> |
| • The amount we deduct for Medicare medical insurance is
(If you did not have Medicare as of Nov. 20, 2014,
or if someone else pays your premium, we show \$0.00.) | <u>\$0.00</u> |
| • The amount we deduct for your Medicare prescription drug plan is
(If you did not elect withholding as of Nov. 1, 2014, we show \$0.00.) | <u>\$0.00</u> |
| • The amount we deduct for voluntary Federal tax withholding is
(If you did not elect voluntary tax withholding as of
Nov. 20, 2014, we show \$0.00.) | <u>\$0.00</u> |
| • After we take any other deductions, you will receive
on or about Jan. 2, 2015. | <u>\$704.00</u> |

If you disagree with any of these amounts, you must write to us within 60 days from the date you receive this letter. We would be happy to review the amounts.

You may receive your benefits through direct deposit, a Direct Express® card, or an Electronic Transfer Account. If you still receive a paper check and want to switch to an electronic payment, please visit the Department of the Treasury's Go Direct website at www.godirect.org.

What If I Have Questions?

Please visit our website at www.socialsecurity.gov for more information and a variety of online services. You also can call 1-800-772-1213 and speak to a representative from 7 a.m. until 7 p.m., Monday through Friday. Recorded information and services are available 24 hours a day. Our lines are busiest early in the week, early in the month, as well as during the week between Christmas and New Year's Day; it is best to call at other times. If you are deaf or hard of hearing, call our TTY number, 1-800-325-0778. If you are outside the United States, you can contact any U.S. embassy or consulate office. Please have your Social Security claim number available when you call or visit and include it on any letter you send to Social Security. If you are inside the United States and need assistance of any kind, you can visit your local office.

11FL STHURMOND FED BLD
1835 ASSEMBLY ST
COLUMBIA SC

Chapter:
Case #:

(A) \$ 2593

- Management Salary
- Other Employee Salary
- Payroll Taxes
- Employee Benefits
- Outside Services & Contractors
- Supplies
- Repairs & Maintenance
- Accounting & Legal
- Advertising
- Rent/Lease
- Business Telephone
- Travel
- Entertainment
- Business Utilities
- Insurance
- Taxes
- Interest
- Depreciation

\$652.26

\$461.46

\$40

Other Operating Expenses (Describe Below)
AFM Membership Dues \$60.85

(B) \$ 1214.67

JLT00099

CALENDAR MONTH ENDING January

Net Profit/(Loss) from Operations (A-B) (C) \$ 1378.33

Any Unusual Income/Expenses Not Included Above: Describe.

Other Extraordinary Items: Describe.

Total (D) \$ 0

Other Tax Expense (E) \$ 0

NET PROFIT/(LOSS) = (C + D + E) \$ 1378.33

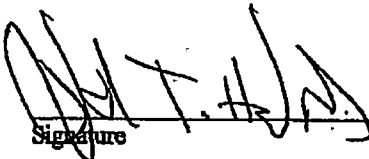
**Include those items/events which do not occur during normal operations (i.e. gain/loss on sale of assets).

Below, please indicate the beginning and ending balance in each of the accounts specified.

Please list any other accounts utilized by your business. Attach copies of statements on all bank accounts used by the business.

	Balance Beginning of Period	Balance End of Period
Operating Account	_____	_____
Payroll Account	_____	_____
Tax Account	_____	_____

Date: 10/3/2014


Signature

Jacqueline T Hendricks

Printed Name

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In Re:

Chapter:
Case #:

PROFIT AND LOSS STATEMENT AND QUESTIONNAIRE
CALENDAR MONTH ENDING February 2014

TOTAL BUSINESS RECEIPTS (SALE)/INCOME (A) \$ 1785

OPERATING EXPENSES - Business expenses only - Personal expenses should be listed on
bankruptcy schedules and not on this form.

Management Salary	
Other Employee Salary	
Payroll Taxes	
Employee Benefits	
Outside Services & Contractors	\$158.08
Supplies	\$47.51
Repairs & Maintenance	
Accounting & Legal	
Advertising	
Rent/Lease	
Business Telephone	
Travel	\$80
Entertainment	
Business Utilities	
Insurance	
Taxes	
Interest	
Depreciation	
Other Operating Expenses (Describe Below)	
Therapy Developer Plugin \$39	

TOTAL OPERATING EXPENSES (B) \$ 324.57

PROFIT AND LOSS STATEMENT QUESTIONNAIRE

CALENDAR MONTH ENDING February

Net Profit/(Loss) from Operations (A-B) (C) \$ 1480.43

Any Unusual Income/Expenses Not Included Above: Describe.

Other Extraordinary Items: Describe.

Total (D) \$ 0

Other Tax Expense (E) \$ 0

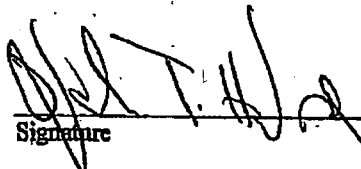
NET PROFIT/(LOSS) = (C + D + E) \$ 1480.43

**Include those items/events which do not occur during normal operations (i.e. gain/loss on sale of assets).

Below, please indicate the beginning and ending balance in each of the accounts specified.
Please list any other accounts utilized by your business. Attach copies of statements on all bank accounts used by the business.

	Balance Beginning of Period	Balance End of Period
Operating Account	_____	_____
Payroll Account	_____	_____
Tax Account	_____	_____

Date: 10/3/2014


Signature

Jacqueline T Hendricks
Printed Name

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In Re: _____

)
) Chapter:
) Case #:
)
)
)
)

PROFIT AND LOSS STATEMENT AND QUESTIONNAIRE
CALENDAR MONTH ENDING March 2014

TOTAL BUSINESS RECEIPTS (SALE)/INCOME (A) \$ 2275

OPERATING EXPENSES - Business expenses only - Personal expenses should be listed on
bankruptcy schedules and not on this form.

Management Salary	_____
Other Employee Salary	_____
Payroll Taxes	_____
Employee Benefits	_____
Outside Services & Contractors	\$828.47
Supplies	\$104
Repairs & Maintenance	_____
Accounting & Legal	_____
Advertising	_____
Rent/Lease	_____
Business Telephone	\$139.53
Travel	\$104.88
Entertainment	_____
Business Utilities	_____
Insurance	_____
Taxes	_____
Interest	_____
Depreciation	_____

Other Operating Expenses (Describe Below)

TOTAL OPERATING EXPENSES (B) \$ 874.76

PROFIT AND LOSS STATEMENT QUESTIONNAIRE

CALENDAR MONTH ENDING March

Net Profit/(Loss) from Operations (A-B) (C) \$ 1300.24

Any Unusual Income/Expenses Not Included Above: Describe.

Other Extraordinary Items: Describe.

Total (D) \$ 0

Other Tax Expense (E) \$ 0

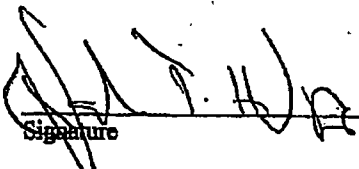
NET PROFIT/(LOSS) = (C + D + E) \$ 1300.24

**Include those items/events which do not occur during normal operations (i.e. gain/loss on sale of assets).

Below, please indicate the beginning and ending balance in each of the accounts specified. Please list any other accounts utilized by your business. Attach copies of statements on all bank accounts used by the business.

	Balance Beginning of Period	Balance End of Period
Operating Account	_____	_____
Payroll Account	_____	_____
Tax Account	_____	_____

Date: 10/3/2014


Signature

Jacqueline T Hendricks

Printed Name

Chapter:
Case #:

(A) \$ 2725

\$935.18

\$149.53

\$199.22

(B) \$ 1224.03

CALENDAR MONTH ENDING April

Net Profit/(Loss) from Operations (A-B) (C) \$ 1500.97

Any Unusual Income/Expenses Not Included Above: Describe.

Other Extraordinary Items: Describe.

Total (D) \$ 0

Other Tax Expense (E) \$ 0

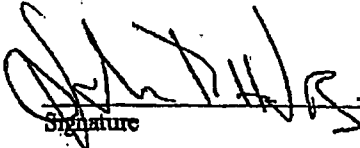
NET PROFIT/(LOSS) = (C + D + E) \$ 1500.97

**Include those items/events which do not occur during normal operations (i.e. gain/loss on sale of assets).

Below, please indicate the beginning and ending balance in each of the accounts specified.
Please list any other accounts utilized by your business. Attach copies of statements on all bank accounts used by the business.

	Balance Beginning of Period	Balance End of Period
Operating Account	_____	_____
Payroll Account	_____	_____
Tax Account	_____	_____

Date: 10/3/2014


Signature

Jacqueline T Hendricks

Printed Name

CALENDAR MONTH ENDING May

Net Profit/(Loss) from Operations (A-B) (C) \$ 879.22

Any Unusual Income/Expenses Not Included Above: Describe.

Other Extraordinary Items: Describe.

Total (D) \$ 0

Other Tax Expense (E) \$ 0

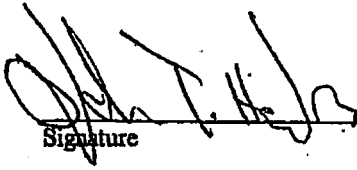
NET PROFIT/(LOSS) = (C + D + E) \$ 879.22

**Include those items/events which do not occur during normal operations (i.e. gain/loss on sale of assets).

Below, please indicate the beginning and ending balance in each of the accounts specified.
Please list any other accounts utilized by your business. Attach copies of statements on all bank accounts used by the business.

	Balance Beginning of Period	Balance End of Period
Operating Account	_____	_____
Payroll Account	_____	_____
Tax Account	_____	_____

Date: 10/3/2014


Signature

Jacqueline T Hendricks

Printed Name

Chapter:
Case #:

(A) \$ 1250

\$42B.98

\$139.63

\$20

Depreciation

(B) \$ 588.81

HT00109

CALENDAR MONTH ENDING June

Net Profit/(Loss) from Operations (A-B) (C) \$ 661.39

Any Unusual Income/Expenses Not Included Above: Describe.

Other Extraordinary Items: Describe.

Total (D) \$ 0

Other Tax Expense (E) \$ 0

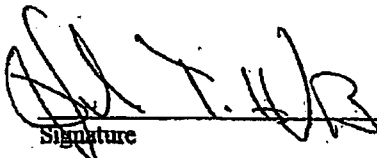
NET PROFIT/(LOSS) = (C + D + E) \$ 661.39

**Include those items/events which do not occur during normal operations (i.e. gain/loss on sale of assets).

Below, please indicate the beginning and ending balance in each of the accounts specified. Please list any other accounts utilized by your business. Attach copies of statements on all bank accounts used by the business.

	Balance Beginning of Period	Balance End of Period
Operating Account	_____	_____
Payroll Account	_____	_____
Tax Account	_____	_____

Date: 10/3/2014


Signature

Jacqueline Hendricks

Printed Name

CALENDAR MONTH ENDING _____

Net Profit/(Loss) from Operations (A-B) (C) \$ 1271.37

Any Unusual Income/Expenses Not Included Above: Describe.

Other Extraordinary Items: Describe.

Total (D) \$ 0

Other Tax Expense (E) \$ 0

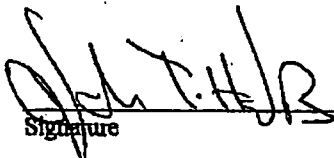
NET PROFIT/(LOSS) = (C + D + E) \$ 1271.37

**Include those items/events which do not occur during normal operations (i.e. gain/loss on sale of assets).

Below, please indicate the beginning and ending balance in each of the accounts specified.
Please list any other accounts utilized by your business. Attach copies of statements on all bank accounts used by the business.

	Balance Beginning of Period	Balance End of Period
Operating Account	_____	_____
Payroll Account	_____	_____
Tax Account	_____	_____

Date: 10/3/2014


Signature

Jacqueline T Hendricks

Printed Name

CALENDAR MONTH ENDING _____

Net Profit/(Loss) from Operations (A-B) (C) \$ 1022.98

Any Unusual Income/Expenses Not Included Above: Describe.

Other Extraordinary Items: Describe.

Total (D) \$ 0

Other Tax Expense (E) \$ 0

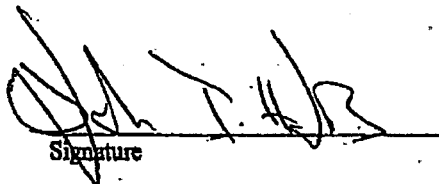
NET PROFIT/(LOSS) = (C + D + E) \$ 1022.98

**Include those items/events which do not occur during normal operations (i.e. gain/loss on sale of assets).

Below, please indicate the beginning and ending balance in each of the accounts specified. Please list any other accounts utilized by your business. Attach copies of statements on all bank accounts used by the business.

	Balance Beginning of Period	Balance End of Period
Operating Account	_____	_____
Payroll Account	_____	_____
Tax Account	_____	_____

Date: 10/3/2014


Signature

Jacqueline T Hendricks
Printed Name

Chapter:
Case #:

(A) \$ 1580

\$222,45

\$139.83

\$40

Depreciation

(B) \$ 402.08

150015

CALENDAR MONTH ENDING September

Net Profit/(Loss) from Operations (A-B) (C) \$ 1177.22

Any Unusual Income/Expenses Not Included Above: Describe.

Other Extraordinary Items: Describe.

Total (D) \$ 0

Other Tax Expense (E) \$ 0

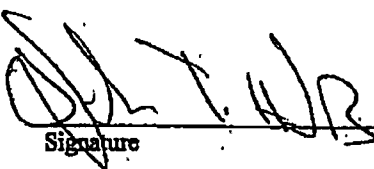
NET PROFIT/(LOSS) = (C + D + E) \$ 1177.22

**Include those items/events which do not occur during normal operations (i.e. gain/loss on sale of assets).

Below, please indicate the beginning and ending balance in each of the accounts specified.
Please list any other accounts utilized by your business. Attach copies of statements on all bank accounts used by the business.

	Balance Beginning of Period	Balance End of Period
Operating Account	_____	_____
Payroll Account	_____	_____
Tax Account	_____	_____

Date: 10/3/2014


Signature

Jacqueline T Hendricks

Printed Name

LETTER OF INTENT

THIS LETTER OF INTENT (the "Letter") made as of this 28th day of January, 2015 (the "Execution Date"),

BETWEEN:

Catherine Scott of 3504 N Main Street, Columbia, South Carolina 29203

(The "Lessee")

- AND -

Jacqueline Taylor Hendricks of 1015 Wildwood Avenue, Columbia, South Carolina 29203

(The "Lessor").

BACKGROUND:

- A. The Lessor is the owner of residential property that is available for lease.
- B. The Lessee wishes to lease residential property from the Lessor.

This Letter will establish the basic terms to be used in a future lease agreement between the Lessor and the Lessee. The terms contained in this Letter are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

Non-Binding

1. This Letter does not create a binding agreement between the Lessee and the Lessor and will not be enforceable. Only the future lease agreement, duly executed by the Lessor and the Lessee, will be enforceable. The terms and conditions of any future lease agreement will supersede any terms and conditions contained in this Letter. The Lessor and the Lessee are not prevented from entering into negotiations with other third parties with regard to the subject matter of this Letter.

Transaction Description

2. The residential property that is the subject of this Letter (the "Property") is located at:
234 Pineneedle Road
Columbia, SC 29203.

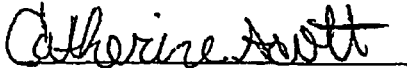
Rental Rate

3. The Lessee will pay to the Lessor the amount of \$400.00 USD on the first day of each month starting on the 1st day of March, 2015.
4. The Lessee will take possession of the Property on the 1st day of March, 2015.
5. This lease will terminate on the 28th day of February, 2016.

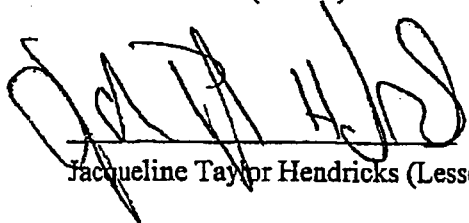
Terms and Conditions

6. The Property is subject to a sublease and a copy of the executed sublease is attached.
7. The Lessee accepts the Property in its current state and condition without any further work, repairs, treatments or improvements except the following specific work, repairs, treatments and improvements that the Lessor will complete at the Lessor's sole cost:
Any necessary repairs after owner moves remaining personal property.

This Letter accurately reflects the understanding between the Lessor and the Lessee, signed on this 28th day of January, 2015.



Catherine Scott (Lessee)



Jacqueline Taylor Hendricks (Lessor)

Fill in this information to identify your case:

Debtor 1 Robert Mason Handricks

Debtor 2 Jacqueline Taylor Hendricks
(Spouse, if filing)

United States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA

Case number 15-00351
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing post-petition chapter 13 expenses as of the following date:

MM/DD/YYYY

- ☐ A separate filing for Debtor 2 because Debtor 2 maintains a separate household

Official Form B 6J

Schedule J: Your Expenses

12/13

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file a separate Schedule J.

2. Do you have dependents? ☒ No

Do not list Debtor 1 and Debtor 2.

☐ Yes. Fill out this information for each dependent.....

Do not state the dependents' names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

- ☐ No
☐ Yes
☐ No
☐ Yes
☐ No
☐ Yes
☐ No
☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No
☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on Schedule I: Your Income (Official Form 6I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 0.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 25.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 366.57

Debtor 1 **Robert Mason Hendricks**
Debtor 2 **Jacqueline Taylor Hendricks**

Case number (if known) **15-00351**

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ 250.00
6b. Water, sewer, garbage collection	6b. \$ 60.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ 100.00
6d. Other. Specify: _____	6d. \$ 0.00
7. Food and housekeeping supplies	7. \$ 450.00
8. Childcare and children's education costs	8. \$ 0.00
9. Clothing, laundry, and dry cleaning	9. \$ 75.00
10. Personal care products and services	10. \$ 45.00
11. Medical and dental expenses	11. \$ 75.00
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ 300.00
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ 75.00
14. Charitable contributions and religious donations	14. \$ 0.00
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ 0.00
15b. Health insurance	15b. \$ 0.00
15c. Vehicle insurance	15c. \$ 150.00
15d. Other insurance. Specify: _____	15d. \$ 0.00
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: AUTO PROPERTY TAXES	16. \$ 25.00
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ 0.00
17b. Car payments for Vehicle 2	17b. \$ 0.00
17c. Other. Specify: _____	17c. \$ 0.00
17d. Other. Specify: _____	17d. \$ 0.00
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, <i>Schedule I, Your Income</i> (Official Form 6I).	18. \$ 0.00
19. Other payments you make to support others who do not live with you. Specify: _____	\$ 0.00
20. Other real property expenses not included in lines 4 or 5 of this form or on <i>Schedule I: Your Income</i> .	
20a. Mortgages on other property	20a. \$ 0.00
20b. Real estate taxes	20b. \$ 0.00
20c. Property, homeowner's, or renter's insurance	20c. \$ 0.00
20d. Maintenance, repair, and upkeep expenses	20d. \$ 0.00
20e. Homeowner's association or condominium dues	20e. \$ 0.00
21. Other: Specify: _____	21. +\$ 0.00
22. Your monthly expenses. Add lines 4 through 21. The result is your monthly expenses.	22. \$ 1,996.57
23. Calculate your monthly net income.	
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$ 2,287.64
23b. Copy your monthly expenses from line 22 above.	23b. -\$ 1,996.57
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$ 291.07
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?	
☒ No.	
☐ Yes. Explain:	
DEBTOR WILL ADDRESS ARREARS ON MORTGAGE THROUGH LOAN MODIFICATION.	

United States Bankruptcy Court
District of South Carolina

In re Robert Mason Hendricks
Jacqueline Taylor Hendricks

Debtor(s)

Case No. 15-00351
Chapter 13

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 55 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date February 3, 2015

Signature /s/ Robert Mason Hendricks
Robert Mason Hendricks
Debtor

Date February 3, 2015

Signature /s/ Jacqueline Taylor Hendricks
Jacqueline Taylor Hendricks
Joint Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

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United States Bankruptcy Court
District of South Carolina

In re Robert Mason Hendricks
Jacqueline Taylor Hendricks

Debtor(s)

Case No. 15-00351
Chapter 13

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$0.00	YEAR TO DATE (HUSBAND): N/A
\$0.00	2014 (HUSBAND): N/A
\$8,000.00	2013 (HUSBAND): MICHELIN
\$1,600.00	YEAR TO DATE (WIFE): PEARLTRONIX (GROSS \$1,600 - EXPENSES \$400 = \$1,200)
\$17,553.00	2014 (WIFE): PEARLTRONIX (GROSS \$17,553.00 - EXPENSES \$6,900.17 = \$10,652.83)
\$18,000.00	2013 (WIFE): PEARLTRONIX (GROSS \$18,000 - EXPENSES \$7,000 = NET \$11,000)

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2. Income other than from employment or operation of business

None
☐

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$704.00	YEAR TO DATE (HUSBAND): SOCIAL SECURITY
\$8,300.00	2014 (HUSBAND): SOCIAL SECURITY
\$0.00	2013 (HUSBAND): SOCIAL SECURITY
\$0.00	YEAR TO DATE (WIFE): N/A
\$0.00	2014 (WIFE): N/A
\$0.00	2013 (WIFE): N/A

3. Payments to creditors

None
☐

Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None
☐

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None
☐

c. *All debtors:* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None
☐

a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
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* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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- None ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

- None ☐ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

- None ☐ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None ☐ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

- None ☐ List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

- None ☐ List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
MOSS & ASSOCIATES, ATTORNEYS P.A. 816 ELMWOOD AVENUE COLUMBIA, SC 29201	JANUARY 2015	ATTORNEYS FEES: \$0.00 FILING FEE: \$310.00
MOSS & ASSOCIATES, ATTORNEYS P.A. 816 ELMWOOD AVENUE COLUMBIA, SC 29201	OCTOBER 2014	ATTORNEYS FEES: \$785.00 FILING FEE: \$310.00
MONEYSHARP CREDIT COUNSELING 1916 N. FAIRFIELD AVENUE STE 200 Chicago, IL 60647	SEPTEMBER 2014	CREDIT COUNSELING: \$10.00

10. Other transfers

None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
None ☒ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.		
NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

- None ☐ If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

- None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

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NAME AND ADDRESS OF
GOVERNMENTAL UNIT

DOCKET NUMBER

STATUS OR DISPOSITION

18. Nature, location and name of business

None
☐

a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
PEARLTRONIX INC	4450	234 PINENEEDLE ROAD Columbia, SC 29203	BUSINESS IS A SOUTH CAROLINA S-CORPORATION AND CONSISTS OF (2) ENTITIES TO INCLUDE JAT ENTERTAINMENT WHICH WAS FORMED IN 2006 AND BUJI SOFT WHICH WAS FORMED IN 2009. BUSINESS DOES NOT HAVE ACCOUNTS RECEIVABLE OR OTHER EMPLOYEES. THE BUSINESS DOES NOT HAVE ANY INVENTORY, BUT DOES HAVE TOOLS OF THE TRADE AS LISTED IN SCHEDULE B.	1996 TO PRESENT

None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME

ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

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19. Books, records and financial statements

- None ☒ a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

- None ☒ b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

ADDRESS

DATES SERVICES RENDERED

- None ☒ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

- None ☒ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20. Inventories

- None ☒ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

- None ☒ b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21. Current Partners, Officers, Directors and Shareholders

- None ☒ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

- None ☒ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22. Former partners, officers, directors and shareholders

- None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME

ADDRESS

DATE OF WITHDRAWAL

- None ☒ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

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23. Withdrawals from a partnership or distributions by a corporation

None ☒ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS
OF RECIPIENT,
RELATIONSHIP TO DEBTOR

DATE AND PURPOSE
OF WITHDRAWAL

AMOUNT OF MONEY
OR DESCRIPTION AND
VALUE OF PROPERTY

24. Tax Consolidation Group.

None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None ☒ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date February 3, 2015

Signature /s/ Robert Mason Hendricks
Robert Mason Hendricks
Debtor

Date February 3, 2015

Signature /s/ Jacqueline Taylor Hendricks
Jacqueline Taylor Hendricks
Joint Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Green Tree Servicing, LLC,

Plaintiff,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

Defendant.

IN THE COURT OF COMMON PLEAS

C.A. NO.: 2013-CP-40-0712

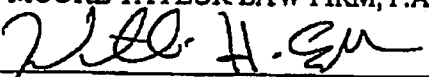
**DEFENDANT'S MOTION TO ALTER
OR AMEND JUDGMENT, PURSUANT
TO S.C.R.C.P. 59(e)**

TO: THE HONORABLE G. THOMAS COOPER, AND MAGALIE ARCURE CREECH,
ESQ., AS COUNSEL FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that 10 days after service of this motion or as such time as the Court deems convenient, the Defendant, by and through undersigned counsel, will move this Court for an Order seeking relief from the Order Granting Summary Judgment, filed April 19, 2016, attached and incorporated herein by reference as Exhibit "A". This motion is based on South Carolina case law, the Memorandum in Support attached and incorporated herein by reference as Exhibit "B", and affidavits which may be provided to the Court prior to the hearing.

Respectfully submitted,
MOORE TAYLOR LAW FIRM, P.A.

By:



William H. Edwards
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, SC 29171
(803) 796-9160
(803)-791-8410 (fax)
Attorney for Defendant

West Columbia, South Carolina
May 4, 2016

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

GREEN TREE SERVICING, LLC,)

Plaintiff,)

vs.)

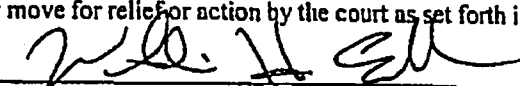
JACQUELINE L. TAYLOR a/k/a JACQUELINE)
TAYLOR HENDRICKS,)

Defendant.)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-40-0712

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: <u>Magalie Arcure Creech</u> , Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____		Defendant's Attorney: <u>William H. Edwards</u> , Bar No. <u>0071199</u> Address: _____ <u>PO Box 5709 West Columbia, SC 29171</u> Phone: <u>803-796-9160</u> Fax <u>803-791-8410</u> E-mail: <u>will@mttlaw.com</u> Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: <u>Motion to Alter or Amend (59(e))</u>			
Estimated Time Needed: <u>30</u>		Court Reporter Needed: ☒ YES / ☐ NO	
SECTION II: Motion/Order Type			
☐ Written motion attached ☐ Form Motion/Order			
I hereby move for relief or action by the court as set forth in the attached proposed order.			
 Signature of Attorney for ☐ Plaintiff / ☒ Defendant		<u>May 4, 2016</u> Date submitted	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ <u>25.00</u>			
☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN CIVIL CASE

CASE NO. 2013 CP-4000712

BANK OF AMERICA NA

JACQUELINE L. TAYLOR

PLAINTIFF(S)

JACQUELINE TAYLOR HENDICKS
DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

The parties stipulate to the dismissal of the foreclosure action. Defendant's counterclaims shall remain.
Defendant will proceed as pro se until counsel is obtained.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2127

Judge Code

Date

SCRPC Form 4C (03/2013)

SCANNED

Page 1

JLT00132

or Clerk of Court Office Use Only

This judgment was entered on the 8 day of Aug, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 8 day of Aug, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

Court Reporter

ATTORNEY(S) FOR THE DEFENDANT(S)

Clerk of Court

Jeanette W. McBride

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Green Tree Servicing, LLC,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO: 2013-CP-40-0712

STIPULATION OF DISMISSAL

(Dismissal of Foreclosure Action and Cancellation of
Lis Pendens)

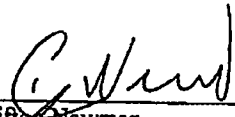
RICHLAND COUNTY
FILED
2015 AUG 17 PM 2:20
JEANETTE W. MURPHY
C.C.P. & G.S.

THIS MATTER came before the Court on Defendant's Motion to dismiss the instant foreclosure action and continue Defendant's counterclaims. Present at the hearing were Plaintiff Green Tree Servicing, LLC and Defendant Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks.

The parties hereby stipulate that the above-entitled foreclosure action is dismissed pursuant to Rule 41(a)(1) of the South Carolina Rules of Civil Procedure. Defendant's counterclaims shall remain pending and the Lis Pendens filed in this matter on February 5, 2013 is hereby cancelled.

Furthermore, Defendant is proceeding as a pro se litigant until counsel is obtained. Defendant's address for service of future pleadings is 234 Pineneedle Road, Columbia, South Carolina 29203. Defendant may also be reached by email at rmasonh@mybuji.com.

AND IT IS SO ORDERED.


Clifford Newman
Presiding Judge

August 15, 2015
Columbia, South Carolina

SCANNED

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Green Tree Servicing, LLC,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2013-CP-40-0712

PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT

RICHLAND COUNTY
FILED
2016 FEB 23 P 12:33
JEANETTE W. ACBRODE
C.C.P. & G.

Green Tree Servicing, LLC ("Plaintiff") by and through its undersigned counsel, hereby moves pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for summary judgment against Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks ("Defendant").

In support of its motion, Plaintiff states that Defendant is judicially estopped from asserting any of the counterclaims she raised as a defense to the Plaintiff's prior foreclosure action because she did not raise them in her bankruptcy proceedings. There is no genuine issue of material fact as to the foregoing and Plaintiff is entitled to summary judgment on Defendant's counterclaims as a matter of law.

Plaintiff reserves the right to submit supporting affidavits and/or a memorandum pursuant to applicable law at or prior to the hearing on this motion.

Respectfully submitted,

FINKEL LAW FIRM LLC


Magalie A. Creech (S.C. Bar 78855)
Post Office Box 41489
Charleston, South Carolina 29423
Telephone: (843) 577-5460
Facsimile: (866) 800-7954
Attorneys for Plaintiff

February 18, 2016

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Green Tree Servicing, LLC,

Plaintiff,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

Defendant.

IN THE COURT OF COMMON PLEAS

C.A. NO.: 2013-CP-40-0712

**MEMORANDUM OF LAW IN
OPPOSITION OF PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT
ON DEFENDANT'S COUNTERCLAIMS**

RICHLAND COUNTY
FILED
2016 MAR 30 PM 3:19
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

INTRODUCTION

Defendant Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks submits this Memorandum of Law in Opposition of Plaintiff's Motion for Summary Judgment on Defendant's Counterclaims ("Motion"), previously filed with this Court.

In its Motion, Plaintiff claims that Defendant is judicially estopped from raising her counterclaims because Defendant did not list them as assets in her bankruptcy schedules. The Plaintiff, having raised two specific issues with Defendant's bankruptcy proceedings, specifically judicial estoppel and a motive for non-disclosure, Defendant shall hereinafter address each, in turn.

FACTUAL BACKGROUND

Defendant executed and delivered a promissory note to Bank of America on March 22, 2004. Bank of America then assigned the mortgage to Plaintiff on June 7, 2013. As the lienholder of the mortgage, Plaintiff would collect the owed and due balance if Defendant defaulted on the note/mortgage. Defendant defaulted on her payments on November 1, 2009, and

Plaintiff filed a foreclosure action for the entire balance due. On July 3, 2014, Defendant filed a timely Answer and Counterclaim against Plaintiff in the foreclosure proceeding. During this proceeding, Plaintiff was fully aware of the counterclaims against it. Defendant's bankruptcy attorney advised Defendant not to include the counterclaims against Plaintiff in the bankruptcy schedule, as the attorney categorized the claims as "moot" due to the mortgage modification the Defendant received (See Defendant's Affidavit). On August 18, 2014, Defendant then filed an amended Answer and Counterclaim with this advice. Plaintiff filed a Motion to strike Defendant's Amended Answer and Counterclaim on September 3, 2014.

On October 3, 2014, Defendant filed for a Chapter 13 bankruptcy. Defendant then disclosed all of her scheduled assets in a Summary of Schedules to the United States Bankruptcy Court for the District of South Carolina on February 3, 2015. Plaintiff, as a creditor, received notice of Defendant's bankruptcy proceeding (See Defendant's Affidavit). The bankruptcy proceeding was dismissed on March 13, 2015 by court order.

LEGAL STANDARD FOR SUMMARY JUDGMENT

"Summary judgment is appropriate where it is clear there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. *Hamiter v. Retirement Division of South Carolina*, 326 S.C. 93, 484 S.E.2d 586 (1997). In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." *Strother v. Lexington County Recreation Comm'n.*, 332 S.C. 54, 61, 504 S.E.2d 117, 121 (1998) (quoting *Id.*).

ARGUMENT

A. Test for Determining When to Apply Judicial Estoppel

Plaintiff provides a five-prong test for determining when a court should apply judicial estoppel. Under *Cothran v. Brown*, the following elements are *necessary* to satisfy judicial estoppel: "(1) two inconsistent positions taken by the same party or parties in privity with one another; (2) the positions must be taken in the same or related proceedings involving the same party or parties in privity with each other; (3) the party taking the position must have been successful in maintaining that position and have received some benefit; (4) the inconsistency must be part of an intentional effort to mislead the court; and (5) the two positions must be totally inconsistent." *Sims v. Amisub of South Carolina, Inc.*, 408 S.C. 202, 213, 758 S.E.2d 187, 193 (Ct. App. 2014) (quoting *Cothran v. Brown*, 357 S.C. 210, 215, 592 S.E.2d 629, 631 (2004) (emphasis added)). However, Plaintiff is unable to satisfy either the third or fourth elements because Defendant did not receive an advantage or benefit due to the dismissal of the bankruptcy proceedings and because there is no evidence Defendant was engaged in an intentional effort to mislead the court.

Throughout the case law that Plaintiff provides in its Memorandum in Support of Summary Judgment on Defendant's Counterclaims, the party estopped received some form of benefit as a result of not disclosing all claims or assets, thereby satisfying the third element of the five-prong test. However, in the present case, the United States Bankruptcy Court for the District of South Carolina dismissed the bankruptcy proceeding, leaving no benefit for Defendant to gain.

In addition, Plaintiff, as creditors and lienholders, had notice of the claim due to their involvement in the foreclosure proceedings and Plaintiff received actual notice when Defendant

listed it as a creditor in her bankruptcy proceeding (See Defendant's Affidavit). Moreover, Plaintiff did not detrimentally rely on the Defendant's omission. The court in *Jones v. Lanthrip* held that "the motorist, who failed to list negligence claim on Chapter 13 bankruptcy petition, was not judicially estopped from pursuing that claim" due to a lack of evidence that the non-disclosure on the bankruptcy schedule of assets prejudiced the Defendant. Benjamin J. Vernia, Annotation, *Judicial Estoppel of Subsequent Action Based on Statements, Positions, or Omissions as to Claim or Interest in Bankruptcy Proceeding*, 85 A.L.R.5th 353 (2001) (quoting *Jones v. Lanthrip*, 765 So.2d 682 (Ala. Ct. App. 2000)). In *Jones*, the Plaintiff was involved in a car accident and sued the school bus driver for negligence and the employer school board for negligent entrustment. *Jones*, 765 So. 2d at 682. However, the school board filed a summary judgment motion on the negligent entrustment claim because Plaintiff did not disclose the claim in his Chapter 13 bankruptcy proceeding. *Id.*, at 683. Although the summary judgment motion was granted, the Court of Appeals reversed the trial court's decision due to the lack of evidence indicating prejudice to the school board from the non-disclosure on the Chapter 13 scheduling of assets. *See Id.*, at 688.

B. Motive for Non-Disclosure

In its memorandum, Plaintiff states that "Defendant had motive to fail to disclose the claims to the Bankruptcy Court because her recovery, if any, would have been made available to her creditors in the bankruptcy case, including Plaintiff." Plaintiff would lead the Court to believe that it was hoodwinked by the omission of the counterclaims for the bankruptcy schedule. However, Plaintiff, as a creditor, knew about the bankruptcy proceeding and was listed as a creditor in the bankruptcy proceeding. Moreover, Plaintiff was not misled by information left out of the bankruptcy filings, as the underlying foreclosure action in which the counterclaims

were filed was still pending at the time of the bankruptcy filing. As a result, Plaintiff can show no prejudice.

Plaintiff further cites to several fourth circuit cases to support its claim that failure to disclose claims in a bankruptcy proceeding is justification for judicial estoppel. However, Plaintiff has chosen specific language from these cases to bolster its points. These cases also reveal guidelines that fourth circuit courts utilize in determining whether a debtor acted intentionally in a not disclosing claims. See *Clafiore v. Werner Enterprises, Inc.*, 418 F. Supp. 795, 798 (D.Md. 2006) (stating “[i]n cases involving bankruptcy, courts have developed a fairly consistent standard, in the absence of direct evidence of intent, for inferring whether a debtor acted intentionally or inadvertently in omitting a potential claim from a bankruptcy petition”).

Additionally, “[w]hile the doctrine of judicial estoppel does not generally apply when a prior position was taken because of a good faith mistake or *genuine inadvertence* . . . in the context of bankruptcy proceeding, a debtor’s failure to satisfy their statutory disclosure duty is inadvertent ‘only when, in general, the debtor either lacks knowledge of the undisclosed claims or has no motive for concealment.’” *Thomas v. Palmetto Management Services*, No. 3:05-cv-17-CMC-BM, 2006 WL 2623917, at *3 (D.S.C. Sept. 11, 2006) (quoting *Ryan Operations, G.P. v. Santiam-Midwest Lumber Co., et al.*, 81 F.3d 355, 362-363 (3d Cir. 1996) and *In re Coastal Plains*, 179 F.3d 197, 210 (5th Cir. 1999) (emphasis added)); see also *Clafiore*, 418 F. Supp. at 798. “In other words, even if a debtor had full knowledge of a potential claim, the failure to disclose that claim in a bankruptcy petition could nonetheless be deemed inadvertent where he lacked a motive for concealment.” *Clafiore*, 418 F. Supp. at 798.

In *Thomas*, the Defendant company brought a summary judgment motion against a former employee’s negligence and race discrimination claims. See *Thomas*, 2006 WL at *2.

Plaintiff had voluntarily filed bankruptcy, but did not disclose her claims against Defendant to either her bankruptcy attorney or on the disclosure forms. *Id.*, at *4. After counsel withdrew multiple times, the court decided, since Plaintiff had consulted with an attorney about these claims and chose not to disclose them to the attorney or on the forms, Plaintiff acted intentionally and "not inadvertently." *Id.*, at *5. Unlike *Thomas*, Defendant in the present case did disclose her claims to her attorney, who advised her that the counterclaims were moot. Therefore, the advise of counsel led Defendant to file an Amended Answer and Counterclaim, which disqualifies Plaintiff's claim that Defendant's non-disclosures were intentional.

In *Clafiore*, the Plaintiff, who was injured in a car crash involving the Defendant company's vehicle, filed a negligence claim against the company in addition to Plaintiff's insurer filing a "subrogation claim for negligence" against the Defendant. *Clafiore*, 418 F. Supp. at 796. Defendant filed a motion for summary judgment against Plaintiff's negligence claim, raising a claim of judicial estoppel "given that he failed to list the potential claim as an asset in his bankruptcy petition." *Id.* Although the Plaintiff had told his bankruptcy attorney about the negligence claim, the court found that because the "plaintiff [did] not dispute that he knew of the undisclosed claim," he was partly estopped from bringing the claim. *Id.*, at 799. The court only partly estopped his claim because some of the non-disclosed pain and suffering damages he claimed against the Defendant "would have been shielded from creditors by Maryland law, [and] he lacked a motive to conceal that claim." *Id.*

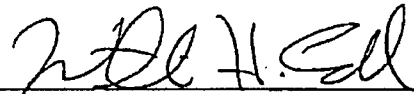
Unlike the Plaintiff in *Clafiore*, who had discussed his claims against creditors with a bankruptcy attorney and then chose not to disclose the claims in the schedule of assets because "any compensatory damages . . . would have been shielded from his creditors by Maryland law," the Defendant in the present case followed the advise of counsel to not include the counterclaims

on the schedule of assets because, in the opinion of her bankruptcy attorney, the counterclaims were "moot" based on the mortgage modification. Defendant acted inadvertently by not disclosing the claims and did not act intentionally to mislead the court.

CONCLUSION

Based upon the foregoing controlling South Carolina and Fourth Circuit authority, Plaintiff's Motion for Summary Judgment on Defendant's Counterclaims should be denied as a matter of law.

MOORE TAYLOR LAW FIRM, P.A.



William H. Edwards, Esq.
1700 Sunset Blvd.
West Columbia, SC 29169
Attorney for Defendant
Phone: (803) 796-9160
Fax: (803) 791-8410

West Columbia, South Carolina
March 30, 2016

case for further proceedings, including the determination of disability, if any.

REVERSED AND REMANDED FOR FURTHER PROCEEDINGS.

ROBERTSON, P.J., and MONROE, CRAWLEY, and THOMPSON, JJ., concur.



Carlos JONES

v.

Ruth Faye LANTHRIP et al.

2990050 and 2990265.

Court of Civil Appeals of Alabama.

March 24, 2000.

Motorist sued school bus driver and school board alleging that driver negligently caused collision between bus and motorist's vehicle. The Talladega Circuit Court, No. CV-98-380, Jerry L. Fielding, J., granted summary judgment for defendants, and motorist appealed. The Court of Civil Appeals, Crawley, J., held that motorist, who failed to list negligence claim on Chapter 13 bankruptcy petition, was not judicially estopped from pursuing that claim.

Reversed and remanded with instructions.

Bankruptcy Ⓒ2154.1

Estoppel Ⓒ68(2)

Motorist, who failed to list negligence claim against school bus driver and school board on his Chapter 13 bankruptcy petition, was not judicially estopped from pursuing negligence claim, absent resulting

prejudice to driver and board because of omission of claim on bankruptcy petition.

Marcus W. Reid, Anniston, for appellant.

Thomas M. Little, Talladega, for appellees.

CRAWLEY, Judge.

In September 1998, Carlos D. Jones sued Ruth F. Lanthrip and her employer, the Sylacauga Board of Education (the "Board"), alleging that Lanthrip had negligently caused the school bus she was driving to collide with his vehicle. Jones also alleged that the Board had negligently entrusted the school bus to Lanthrip. The Board moved for a summary judgment on the negligent-entrustment claim, and the trial court granted that motion. (That claim is not an issue on this appeal.) Lanthrip and the Board then moved for a summary judgment on the negligence claim, contending that Jones is judicially estopped from pursuing that claim. The trial court entered a summary judgment for Lanthrip and the Board on that claim. Jones filed a postjudgment motion. Before the trial court ruled on his postjudgment motion, Jones appealed the summary judgment to the supreme court; that court transferred the appeal to this court, pursuant to Ala.Code 1975, § 12-2-7(6). After the trial court denied Jones's postjudgment motion, Jones appealed that denial to this court. Pursuant to Rule 4(a)(5), Ala. R.App. P, the first notice of appeal was held in abeyance until the trial court ruled on the denial of the postjudgment motion; therefore, we dismiss the second notice of appeal.

A motion for summary judgment is to be granted when no genuine issue of material fact exists and the moving party is entitled to a judgment as a matter of law. Rule 56(c)(3), Ala. R. Civ. P. See *West v. Founders Life Assurance Co. of Florida*, 547 So.2d 870 (Ala.1989), and *Bass v. South-Trust Bank of Baldwin County*, 538 So.2d

JONES v. LANTHRIP

Cite as 763 So.2d 682 (Ala.Civ.App. 2000)

Ala. 683

794 (Ala.1989), for a discussion of the application of the substantial-evidence rule.

Lanthrip and the Board argued in their summary-judgment motion that Jones was judicially estopped from suing them because he had not disclosed his potential lawsuit against them on a Chapter 13 bankruptcy petition. The accident occurred on April 9, 1998. On April 24, 1998, Jones filed a Chapter 13 bankruptcy petition. Chapter 13 allows an individual to repay creditors over a period of up to five years according to a court-approved plan. Jones's plan was approved by the bankruptcy court on October 15, 1998, about one month after he had filed this lawsuit. Jones did not list any claim or lawsuit based on the accident as a possible claim of his bankruptcy estate. The record indicates that Jones has not received a discharge from the bankruptcy court. Jones has not amended his petition to include this lawsuit, and apparently he does not intend to amend his petition.

Our supreme court has recently discussed the application of judicial estoppel in a Chapter 13 bankruptcy context, in *Jinright v. Paulk*, 768 So.2d 553 (Ala. 2000). The facts of this case are almost identical to the facts in *Jinright*, except for the fact that the Jinrights had amended their bankruptcy petition to list their lawsuit against Paulk, while Jones has not amended his bankruptcy petition. Justice Lyons, writing for the court in *Jinright*, stated:

"The doctrine of judicial estoppel 'applies to preclude a party from assuming a position in a legal proceeding inconsistent with one previously asserted. Judicial estoppel looks to the connection between the litigant and the judicial system[,] while equitable estoppel focuses on the relationship between the parties to the prior litigation.' *Selma Foundry & Supply Co. v. Peoples Bank & Trust Co.*, 598 So.2d 844, 846 (Ala. 1992) (quoting *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414 (3d Cir.), cert. denied, 488 U.S. 967,

109 S.Ct. 495, 102 L.Ed.2d 532 (1988)). The doctrine is applied to uphold the integrity of the judicial system. *Chandler v. Samford University*, 35 F.Supp.2d 861 (N.D.Ala.1999). However, this Court has recognized a number of limitations upon the rule against asserting inconsistent positions in judicial proceedings.

"[T]he following have been enumerated as essentials to the establishment of an estoppel under the rule that a position taken in an earlier action estops the one taking such position from assuming an inconsistent position in a later action: (1) The inconsistent position first asserted must have been successfully maintained; (2) a judgment must have been rendered; (3) the positions must be clearly inconsistent; (4) the parties and questions must be the same; (5) the party claiming estoppel must have been misled and have changed his position; and (6) it must appear unjust to one party to permit the other to change."

"28 Am.Jur.2d § 70 *Estoppel and Waiver* (1966) (as quoted with approval in *Porter v. Jolly*, 564 So.2d 434, 437 (Ala.1990)). Thus, a party may not claim the benefit of the doctrine of judicial estoppel unless the party can demonstrate that the party against whom the estoppel is sought procured a judgment in its favor as a result of the inconsistent position taken in the prior proceeding. Moreover, the party claiming the estoppel must have been misled by the conduct of the party against whom the estoppel is sought, and consequently changed its position to its prejudice. *Id.*

"Paulk and Option Builders rely on two cases in which this Court applied the doctrine of judicial estoppel to preclude a plaintiff who failed to disclose a claim in a bankruptcy proceeding from pursuing related litigation. In *Luna v. Dominion Bank of Middle Tennessee*,

Inc., 631 So.2d 917, 918 (Ala.1993), we noted that '[a] debtor in [a bankruptcy proceeding] must disclose any litigation likely to arise in a nonbankruptcy [context].' In *Bertrand v. Handley*, 646 So.2d 16, 18 (Ala.1994), we stated that in *Luna* we had 'held that the doctrine of judicial estoppel applies to estop a debtor from suing on a claim where the debtor has failed to disclose the claim in an earlier bankruptcy proceeding.' We applied that holding in *Bertrand*. As we will discuss, those cases are distinguishable from the case now before us.

"First, however, a review of bankruptcy law will be helpful in understanding the features of this case that distinguish it from *Luna* and *Bertrand*. United States Bankruptcy Judge Margaret A. Mahoney provides an excellent discussion in *In re Griner*, 240 B.R. 432 (Bankr.S.D.Ala.1999):

"Chapter 13 is a hybrid of chapters 7 and 11. Chapter 13 is more like chapter 11 (the reorganization chapter used primarily by business debtors) than chapter 7 (the liquidation chapter of the Bankruptcy code). Chapter 13 is available to individuals who earn a regular income. Debtors propose a plan by which they will repay some or all of their debts through regular payments to a chapter 13 trustee. The trustee pays the sums collected to creditors according to the plan for a period of up to five years. The trustee is not involved in the daily lives of the debtors. He or she does not take possession of debtors' nonexempt assets or monitor ordinary course usage of assets. The trustee does not receive any of the debtors' earnings except what is paid to him or her as prescribed by the chapter 13 plan.

"In chapter 11 cases, unless a trustee has been appointed by the court, there is no trustee. The debtor handles all of his or her own affairs. This includes use, sale or lease of all assets. In chapter 7, a trustee is au-

tomatically appointed in each case. The debtor relinquishes all authority over his or her nonexempt assets.

"A chapter 7 trustee has one power which is specifically not given to a chapter 13 trustee. Under 11 U.S.C. § 704(l), a chapter 7 trustee "shall collect and reduce to money property of the estate." "Property of the estate" is all nonexempt assets in which the debtor had an interest before bankruptcy, such as a cause of action for a work related injury. 11 U.S.C. § 541. This power therefore compels a chapter 7 trustee to take over all nonexempt lawsuits of the debtor.

"In a chapter 13 case, unless otherwise specifically provided by the [debtor's] plan, a debtor remains in possession of all of his or her assets pre- and postconfirmation. 11 U.S.C. § 1306(b). This is in contrast to chapter 7 cases where the trustee 'collects (takes control of) and reduces to money' all nonexempt assets...."

"240 B.R. at 436.

"The Jinrights filed a bankruptcy proceeding under Chapter 13, under which debtors may repay their creditors while maintaining their assets in accordance with a plan developed by the debtors with the approval of the bankruptcy court and their creditors. Those plans may be amended at any time, and last for up to five years. The debtors are not discharged until they have fulfilled the terms of their plans. The Jinrights have not yet received a discharge in bankruptcy.

"The debtor in *Luna* filed a Chapter 7 bankruptcy proceeding; in such a proceeding the bankruptcy court liquidates the debtor's assets, if any, and pays creditors whatever funds are available. Most Chapter 7 plans are concluded quickly, and the debtors are discharged when the funds obtained from the liquidation of their assets have been distributed. *Luna* did not file his lawsuit until some 18 months after he had received

JONES v. LANTHRIP

Cite as 765 So.2d 682 (Ala.Civ.App. 2000)

Ala. 685

his bankruptcy discharge. Furthermore, the defendant in Luna's action was one of the creditors in the bankruptcy proceeding, a proceeding in which Luna had failed to disclose his potential claim against the defendant. This Court applied the doctrine of judicial estoppel to prevent the debtor from suing his creditor after the conclusion of earlier bankruptcy proceedings in which he failed to disclose his claim. *Luna*, 631 So.2d at 918-19.

"The debtor in *Bertrand* obtained a default judgment in her lawsuit against the defendant, before she commenced her bankruptcy proceedings. She initially filed for bankruptcy protection under Chapter 13, but dismissed that case and refiled, the second time under Chapter 7. After she received her bankruptcy discharge, the defendant sought to set the default judgment aside. This Court applied the doctrine of judicial estoppel to prevent her from pursuing the claim on which the judgment was based, because she had not disclosed the default judgment in her bankruptcy proceeding. *Bertrand*, 646 So.2d at 19.

"The Jinrights' case is more on point with *Selma Foundry*, a case in which the plaintiff/debtor omitted its claim against the defendant from its initial bankruptcy disclosures, but filed amended disclosure statements approximately three months later; there was no indication that the bankruptcy court or the defendant took any action in reliance on the initial disclosure statements. This Court refused to apply the doctrine of judicial estoppel. 598 So.2d at 847.

"The purpose of the doctrine of judicial estoppel will not be accomplished, but, rather, will be frustrated if defendants are allowed to use this doctrine to their advantage at the expense of plaintiffs with valid claims. Paulk and Option Builders will receive a windfall if they are allowed to escape any potential liability to the Jinrights on the basis that the Jinrights failed to list their potential

claim in their initial bankruptcy proceeding, even though the bankruptcy court and the trustee have now been fully informed about the lawsuit and the Jinrights' potential claim. Judge Mahoney discussed this problem in *In re Griner*. We find her order to be well reasoned and instructive:

"Defendants also contend that the doctrine of judicial estoppel bars Sidney Griner from prosecuting or continuing the state court action. This doctrine precludes a party from assuming a position in a legal proceeding inconsistent with a position previously asserted. *Luna v. Dominion Bank of Middle Tennessee, Inc.*, 631 So.2d 917, 918 (Ala.1993).

"....

"In *Luna*, the Supreme Court of Alabama stated that, "judicial estoppel applies, where a debtor in bankruptcy proceedings fails to disclose any claim that may be presented in a nonbankruptcy [context], to estop the debtor from presenting the claim." *Id.* at 919. Luna was precluded from pursuing his state court suit because it arose prepetition and he failed to disclose it in his bankruptcy proceedings. Travelers contends that the *Luna* decision governs this case. The Court finds *Luna* distinguishable for the following reasons:

"First, Luna brought claims against a creditor of his and related entities. Luna's claims were related to a prepetition claim held by the creditor which was discharged in Luna's bankruptcy case prior to his filing suit in state court. If the creditor knew about Luna's claim against it, the creditor may have been able to offset the claims or take some other action in Luna's bankruptcy case that was not available because it was unaware that the bankruptcy estate included a claim against it. Travelers is not a creditor in the [Griners'] bankruptcy case. Travelers and all of the

defendants in Sidney Griner's state court suit are not prejudiced by Griner's failure to list the suit against them as an asset. See, *Donato (v. Metropolitan Life Ins. Co.)*, 230 B.R. 418 [(N.D.Cal.1999)] (judicial estoppel found not to bar debtor's lawsuit because defendant was not a creditor in debtor's case and debtor would not benefit by omission of suit from her schedules).

"Second, the bankruptcy court relied on Luna's schedules in granting him a discharge. Prior to granting the discharge, the court was never made aware of Luna's claim against the creditor. Thus, the court's integrity was impinged by Luna's failure to list the suit as a prepetition asset. *Consolidated Stores, Inc. v. Gargis*, 686 So.2d 268, 274 (Ala.Civ.App.1996)[, overruled on other grounds, *Bleier v. Wellington Sears Co.*, 757 So.2d 1163 (Ala.2000)] (judicial estoppel serves to protect the integrity of the judicial proceedings). In this case, the Griners have not yet received a discharge and they amended their bankruptcy papers to include the state court suit. The initial omission of the suit did not impinge upon this Court's integrity.

"The fact that Luna, unlike the Griners, never amended his bankruptcy schedules and chapter 13 plan is also an important distinction. See, *Selma Foundry and Supply Co., Inc. v. Peoples Bank and Trust Co.*, 598 So.2d 844, 847 (Ala.1992) (debtor not judicially estopped from asserting a suit which was not included in its original disclosure statement since debtor listed the suit in an amended disclosure statement); *Chandler v. Samford University*, 35 F.Supp.2d 861 (N.D.Ala.1999) (court judicially estopped debtor from pursuing discrimination action in part because she deliberately manipulated the courts when she chose not to amend her schedules to reflect the action as an asset of her bankruptcy estate). The

Griners' amendment corrects their initial mistake and makes any nonexempt amount recovered from the state court suit available for distribution to creditors. Their election to amend their schedule of exemptions to include an "unknown" portion of Mr. Griner's state court suit does not change the Court's conclusion. The Griners have the right to amend their schedule of exemptions "at any time before the case is closed." Fed. R. Bankr.P. 1009. True, such amendments are precluded if the debtors concealed the asset. *Doan v. Hudgins (In re Doan)*, 672 F.2d 831, 833 (11th Cir.1982). However, there is no evidence that the Griners attempted to conceal the suit. In fact, they listed it in their initial statement of affairs. *Id.* (debtors disclosed tax refund in initial filing and they therefore were permitted to amend schedules to claim tax refund as exempt).

"Finally, Luna failed to indicate that he had a cause of action in any of his bankruptcy documents. *Luna*, 631 So.2d at 919. The Griners initially listed their suit against Travelers in their statement of affairs. This supports the conclusion that the Griners mistakenly omitted their suit from their bankruptcy schedules and did not intentionally conceal a possible asset from their creditors.

"....

"Travelers contends that whether the Griners attempted to conceal the lawsuit is irrelevant and the Griners should be judicially estopped merely because they were aware of the cause of action prior to filing bankruptcy and did not include it as an asset in their schedules. The Court finds that whether Alabama or federal common law governs, mere knowledge or awareness on the part of the debtor is not sufficient to find that judicial estoppel applies. Judicial estoppel requires an intent that the court accept

JONES v. LANTHRIP

Cite as 765 So.2d 682 (Ala.Civ.App. 2000)

Ala. 687

the truth of the facts alleged coupled with the receipt of an advantage from the assertion, *Consolidated Stores, Inc.*, 686 So.2d at 274, 275 (Alabama law), or that the debtor obtains a benefit by deliberate manipulation. *Chandler v. Samford University*, 35 F.Supp.2d 861, 863 (N.D.Ala.1999) (federal law); *In re Daniel*, 205 B.R. 346, 348 (Bankr.N.D.Ga.1997) (judicial estoppel found not to preclude debtor's amendment because no evidence was presented that debtor intentionally or fraudulently concealed lawsuit). For the reasons mentioned above, especially because the Griners initially listed the suit in their statement of affairs, Travelers did not prove that the Griners intended to conceal Mr. Griner's state court suit or received a benefit from their initial omission of the suit. Consequently, Sidney Griner is not judicially estopped from continuing his state court suit.

"....

"Travelers' position is overly harsh and inequitable as well. Everyone, except Travelers, loses under its theory. If a debtor fails to include assets on his schedules and later seeks to add them, the Bankruptcy Rules allow it "as a matter of course at any time before the case is closed." Fed. R. Bankr.P. 1009(a). A bankruptcy court has ample powers to punish debtors who wrongfully conceal assets, i.e., sanctions under Fed. R. Bankr.P. 9011, conversion of the case to chapter 7 (§ 1307(c)), revocation of discharge (§ 1328(e)), referral for criminal charges (18 U.S.C. § 152(1), (2), (3), (7)). Travelers' position punishes the creditors of the nondisclosing debtor, not just the debtor. The better result is to allow the claim to be prosecuted and collected, order the funds paid toward claims filed in the case, and punish the debtor another way."

"240 B.R. at 438-39. See also *Donato v. Metropolitan Life Ins. Co.*, 230 B.R. 418 (N.D.Cal.1999).

"We agree with the *Griner* court that a debtor's mere knowledge or awareness of a potential claim and the debtor's failure to include the claim as an asset on the bankruptcy schedules filed with the court, without more, are not sufficient to invoke the application of the doctrine of judicial estoppel. Other courts that recognize the doctrine of judicial estoppel as a bar to a debtor's assertion of a claim not identified as an asset in an earlier bankruptcy proceeding require that the party seeking to apply the doctrine demonstrate (1) that the positions asserted by the party against whom the estoppel is sought are in fact inconsistent, and (2) that the inconsistency would allow a party to benefit from the deliberate manipulation of the courts. *Chandler*, 35 F.Supp.2d at 863-64. See, also, *Ryan Operations, G.P. v. Santiam-Midwest Lumber Co.*, 81 F.3d 355 (3d Cir.1996); *In re Tipkins*, 221 B.R. 11 (Bankr.N.D.Ala.1998). Factors such as the chapter under which the debtor sought bankruptcy protection, whether the debtor has been discharged in bankruptcy, and whether the debtor amended the bankruptcy schedules to include the omitted asset should be significant to an inquiry regarding whether to apply the doctrine of judicial estoppel to bar the debtor's claim. Furthermore, under this Court's decision in *Porter* and the United States bankruptcy court's decision in *Griner*, a defendant seeking to apply the doctrine must prove prejudice to the defendant. See *Porter*, 564 So.2d at 437; and *Griner*, 240 B.R. at 438.

"The inquiry regarding the applicability of the doctrine of judicial estoppel to a particular case will raise some questions of fact in addition to questions of law. Among those questions of fact often will be whether a debtor who is engaged in bankruptcy proceedings knew or should have known about claims

or causes of action that should be disclosed as assets. We note with approval that the Court of Civil Appeals has so held in *Underwood v. First Franklin Financial Corp.*, 710 So.2d 424 (Ala.Civ. App.1997). In that case, the court reversed a summary judgment entered on the basis of judicial estoppel, because a question of fact existed as to whether the plaintiff, during her bankruptcy proceedings, had known or should have known that she had causes of action against the defendants she sued approximately eight months after she had obtained a hardship bankruptcy discharge.

"We conclude that the doctrine of judicial estoppel should not be applied in this case so as to prevent the Jinrights from maintaining their action against Paulk and Option Builders. Although the Jinrights' initial failure in their bankruptcy proceedings to list their claim against Paulk and Option Builders as an asset was inconsistent with the claims they made in their lawsuit against Paulk and Option Builders, nothing before us indicates that the Jinrights will benefit from that omission, nor has there been any showing that Paulk and Option Builders have been prejudiced by the omission. According to the record before us, the Jinrights have pending in the bankruptcy court a motion to amend their Chapter 13 plan so as to pay zero to their unsecured creditors. This case is like *Griner*—the application of the doctrine of judicial estoppel would punish the Jinrights and their creditors and

would produce a windfall for Paulk and Option Builders. On the other hand, if the Jinrights are allowed to maintain their claim against Paulk and Option Builders, then any recovery obtained by the Jinrights presumably will be available for distribution to their creditors through their bankruptcy plan."

Jinright, 758 So.2d at 553 (Ala.2000).

We conclude that the reasoning of *Jinright* controls the outcome of this case. This case is like *Jinright* in that the record in this case is devoid of any evidence indicating prejudice to Lanthrip and the Board caused by Jones's failure to list his lawsuit against them on his Chapter 13 bankruptcy petition. Based on the authority of *Jinright* and the reasoning employed in that case, we conclude that the trial court erred by entering the summary judgment for Lanthrip and the Board. Therefore, the judgment of the trial court is reversed and the cause is remanded for proceedings consistent with this opinion.

2990050—REVERSED AND REMANDED WITH INSTRUCTIONS.

2990265—APPEAL DISMISSED.

ROBERTSON, P.J., and YATES,
MONROE, and THOMPSON, JJ., concur.



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Green Tree Servicing, LLC,

Plaintiff,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

Defendant.

IN THE COURT OF COMMON PLEAS

C.A. NO.: 2013-CP-40-0712

**AFFIDAVIT OF JACQUELINE L.
TAYLOR a/k/a JACQUELINE TAYLOR
HENDRICKS**

RICHLAND COUNTY
FILED
2016 MAR 30 PM 3:19
JEANNETTE W. HOBBS
C.C.P. & G.S.

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, WHO, BEING DULY
SWORN, DEPOSETH AND SAYETH THE FOLLOWING:

1. My name is Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks and I am a party to this action, am over the age of eighteen (18) and competent to execute this affidavit.
2. All statements contained herein are based on my personal knowledge.
3. I secured a mortgage and delivered a promissory note on March 22, 2004 for \$47,500.00 to Bank of America. Due to financial difficulties, I defaulted on the mortgage payments on November 1, 2009. However, I was then made aware that Bank of America had assigned the mortgage and note to Green Tree Servicing, LLC, when they filed a foreclosure action against me. On July 3, 2014, I filed an Answer and Counterclaim against Green Tree Servicing, LLC, in a foreclosure action. In this Answer, I counterclaimed that Green Tree Servicing, LLC, had violated the Real Estate Settlement and Procedures Act, the Truth in Lending Act, the covenant of good faith and fair dealing in regards to a breach of the contract, intentional infliction of emotional distress, negligence, and that Green Tree Servicing, LLC, had violated South Carolina

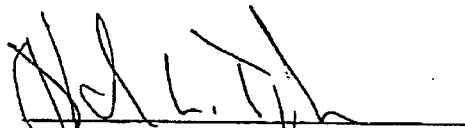
Supreme Court Order 2011-05-02-01. Green Tree Servicing, LLC, then filed their Answer on August 8, 2015.

4. However, after consulting with my bankruptcy attorney, I was told that some of these counterclaims were "moot" and not worth pursuing due to the mortgage modification I had obtained. Thereafter, I amended my Answer and Counterclaim on August 18, 2014.

5. On October 3, 2014, I filed for bankruptcy under Chapter 13 and provided my Schedule of Assets as required under this type of proceeding.

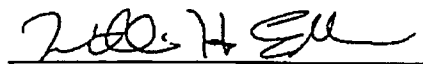
6. I do not believe that Green Tree Servicing, LLC, should be allowed to strike my Amended Answer and Counterclaim or to have summary judgment granted as Green Servicing, LLC, had actual notice of my Chapter 13 bankruptcy proceeding as shown in Exhibit A to my affidavit. I specifically listed Green Tree Servicing, LLC, as a creditor in this proceeding and Green Tree Servicing, LLC, received all the information regarding this proceeding. Additionally, I have not received any benefit or advantage from the bankruptcy proceeding because it was dismissed by order on March 13, 2015.

FURTHER AFFIANT SAYETH NOT.


Jacqueline L. Taylor
a/k/a Jacqueline Taylor Hendricks

SWORN TO AND SUBSCRIBED

before me this 30th day of March, 2016

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: Jan 29, 2017
William H. Edwards

“Exhibit A”

FORM B91 (Chapter 13 Case) (12/12)

Case Number 15-00351-dd

UNITED STATES BANKRUPTCY COURT
District of South Carolina

Notice of Chapter 13 Bankruptcy Case Meeting of Creditors & Deadlines

The debtor(s) listed below filed a chapter 13 bankruptcy case on 1/23/15.
You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the Bankruptcy Clerk's Office at the address listed below.
NOTE: The staff of the Bankruptcy Clerk's Office cannot give legal advice.

Creditors - Do not file this notice in connection with any proof of claim you submit to the court.
See Reverse Side For Important Explanations.

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Robert Mason Hendricks
1015 Wildwood Avenue
Columbia, SC 29203

Jacqueline Taylor Hendricks
aka Jacqueline Taylor, aka Jacqueline Little Taylor, dba JAT
Entertainment
1015 Wildwood Avenue
Columbia, SC 29203

Case Number:
15-00351-dd

Social Security / Individual Taxpayer ID / Employer Tax ID / Other Nos:
xxx-xx-4577
xxx-xx-4450

Attorney for Debtor(s) (name and address):

Jason T. Moss
816 Elmwood Ave.
Columbia, SC 29201
Telephone Number: (803)933-0202

Bankruptcy Trustee (name and address):

Joy S. Goodwin
1813 Laurel Street
Columbia, SC 29201
Telephone number: (803) 779-5180

Date: February 23, 2015

Time: 11:30 AM

Location: U.S. Trustee's Office, Room 557, Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201

Deadlines

Papers must be received by the Bankruptcy Clerk's Office by the following deadlines:

Deadline to File a Proof of Claim

For all creditors (except a governmental unit): 5/28/15

For a governmental unit (except as otherwise provided in Fed. R. Bankr. P. 3002(c)(1)): 7/22/15

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:
4/24/15

Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors.

Filing of Plan, Hearing on Confirmation of Plan

The hearing on confirmation will be held:

Date: 4/6/15 Time: 10:00 AM

Location: J. Bratton Davis United States Bankruptcy Courthouse, 1100 Laurel Street, Columbia, SC 29201-2423

*Time: In the event the time of the confirmation hearing is changed, an amended notice of confirmation hearing will be sent.

Creditors May Not Take Certain Actions
In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor, the debtor's property, and certain creditors. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the Court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Creditor with a Foreign Address
A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Mailing Address of the Bankruptcy Clerk's Office:
United States Bankruptcy Court
J. Bratton Davis United States Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423
Telephone Number: 1-803-765-5436
www.scb.uscourts.gov

Public Business Hours: 9:00 AM - 5:00 PM

FILED BY THE COURT ON

01/23/15

Laura A. Austin Clerk
U.S. Bankruptcy Court

Dated: 1/23/15

EXPLANATIONS		FORM 891 (12/12)
Filing of Chapter 13 Bankruptcy Case	A bankruptcy case under chapter 13 of the Bankruptcy Code (Title 11, United States Code) has been filed in this Court by the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts pursuant to a plan. A plan is not effective unless confirmed by the Bankruptcy Court. You may object to confirmation of the plan and appear at the confirmation hearing. A copy or summary of the plan, if not enclosed, will be provided to you later, and if the confirmation hearing is not indicated on the front side of this notice, you will be issued notice of the confirmation hearing. The debtor will remain in possession of the debtor's property and may continue to operate the debtor's business, if any, unless the Court orders otherwise.	
Legal Advice	The staff of the Bankruptcy Clerk's Office cannot give legal advice. Consult a lawyer to determine your rights.	
Creditors Generally May Not Take Certain Actions	Prohibited collection actions against the debtor and certain codebtors are listed in Bankruptcy Code § 362 and § 1301. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the Court to extend or impose a stay.	
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee, and by creditors. Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.	
Claims	A Proof of Claim is a signed statement describing a creditor's claim. You can obtain a copy of the proof of claim form at the Bankruptcy Clerk's Office in Columbia or through the Court's website at www.scb.uscourts.gov . Please call the Clerk's Office if you have procedural questions about the filing of a proof of claim. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. If you do not file a Proof of Claim by the "Deadline to File a Proof of Claim" listed on the front side, you might not be paid any money on your claim from other assets in the bankruptcy case. To be paid you must file a Proof of Claim even if your claim is listed in the schedules filed by the debtor. Filing a Proof of Claim submits the creditor to the jurisdiction of the Bankruptcy Court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the Court to extend the deadline. Do not include this notice with any filing you make with the court.	
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may be prohibited from collecting the debt from the debtor. If you believe that the debtor is not entitled to a discharge under Bankruptcy Code § 1328(f), you must file a motion objecting to discharge in the bankruptcy clerk's office by the "Deadline to Object to Debtor's Discharge or to Challenge the Dischargeability of Certain Debts" listed on the front of this form. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 523, you must commence an adversary proceeding against the debtor by the same deadline. The Bankruptcy Clerk's Office must receive the motion or the complaint and any required filing fee by that deadline.	
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors, even if the debtor's case is converted to chapter 7. The debtor must file a list of all property claimed as exempt. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The Bankruptcy Clerk's Office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.	
Bankruptcy Clerk's Office	Any pleading or document that you file in this bankruptcy case should be filed at the Bankruptcy Clerk's Office at the address listed on the front side. Certain parties are required to electronically file documents pursuant to the orders of this Court. You may view the public record of this case, including the list of the debtor's property and debts and the list of property claimed as exempt, at the Bankruptcy Clerk's Office.	
Creditor with a Foreign Address	Consult a lawyer familiar with United States Bankruptcy Law if you have any questions regarding your rights in this case.	
— Refer to Other Side for Important Deadlines and Notices —		
Dismissal Notice	This case may be dismissed without further notice or hearing should the debtor fail to comply with SC LBR 1017-2 (providing for dismissal for a failure to: pay the applicable filing fee, file or provide documents, attend the meeting of creditors, or file a chapter 13 plan. If confirmation of a plan is denied, or if payments to the Trustee required by 11 U.S.C. § 1325(a) are not timely made by the debtor, the case may be dismissed without further notice or hearing, at the confirmation hearing).	
Miscellaneous Notice	The Voice Case Information System (VCIS) will give status information on cases filed or converted after 11/30/89. Call 1-866-222-8029. Please refer to the Court's web site at www.scb.uscourts.gov for further information.	
Confirmation Hearing	The debtor is required to appear at the Confirmation Hearing unless excused by order of the Court or Chambers Guidelines. Any objection to confirmation of the proposed plan and related motions must be filed and served in compliance with SC LBR 3015-1, SC LBR 9013-3, and SC LBR 9014-1. If objections to confirmation are timely filed, they will be heard at the Confirmation Hearing at the time and place set forth above or at a hearing, separate notice of which will be given by the Court. Objections to confirmation may be overruled if the objecting creditor fails to appear and prosecute the objection. If no objection is timely filed in accordance with SC LBR 3015-1, SC LBR 9013-3 and SC LBR 9014-1, the plan may be confirmed and related motions resolved on recommendation of the trustee. Should this happen, the Confirmation Hearing may be canceled.	
Secured Claims	Any creditor that takes possession of its collateral, whether by judicial action, voluntary surrender, or through operation of the plan, will be paid nothing unless a proof of claim for any deficiency is filed after disposal of the collateral. This also applies to creditors who may claim an interest in collateral released to another lienholder or collateral on which the stay has been modified by another lienholder.	
Abandonment	All property of the estate which the trustee considers to be burdensome or of inconsequential value and benefit may be abandoned by the trustee at the meeting of creditors unless creditors or parties in interest object.	
Plan Summary	Pursuant to SC LBR 3015-1, the debtor's attorney or a pro se debtor is required to serve, under separate cover, a copy of the plan on all creditors. SC LBR 3015-1 requires that this plan substantially conform to the form plan set forth in Exhibit A to SC LBR 3015-1. This form plan requires periodic payment (usually monthly) by the debtor to the trustee. This form plan also provides for payment of any unpaid fees owed to the debtor's attorney at a specified percentage of payments made to creditors. This form plan also provides for periodic payment (usually monthly) on the allowed secured claims of some secured creditors, followed by pro rata payment of the allowed amounts of priority claims, and pro rata payment of allowed unsecured claims until a specified percentage of unsecured claims is paid. The plan may contain other provisions which affect the rights of creditors, therefore, the plan itself should be consulted.	

Certificate of Notice Page 3 of 4
United States Bankruptcy Court
District of South CarolinaIn re:
Robert Mason Hendricks
Jacqueline Taylor Hendricks
DebtorsCase No: 15-00351-dd
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0420-3

User: phipps
Form ID: 181BNCPage 1 of 2
Total Noticed: 52

Date Rcvd: Jan 23, 2015

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 25, 2015.
db/jdb

+Robert Mason Hendricks, Jacqueline Taylor Hendricks, 1015 Wildwood Avenue, Columbia, SC 29203-5819

542731192 ATTORNEY GENERAL OF UNITED STATES, 950 PENNSYLVANIA AVE, NW, Washington DC 20530-0001

542731193 +BARCOCK, 736 ST ANDREWS ROAD, Columbia SC 29210-5137

542731195 +BANK OF AMERICA, PO BOX 5170, Simi Valley CA 93062-5170

542731198 +CAROLINA UROLOGY PARTNERS, 9735 KINCEY AVENUE, STE 201, Huntersville NC 28078-9120

542731199 CASH CENTRAL, 84 WEST 2400 STREET, NORTH, Logan UT 84341

542731200 +CHASE AUTO FINANCE, PO BOX 901003, Fort Worth TX 76101-2003

542731203 +ENHANCED RECOVERY, PO BOX 57547, Jacksonville FL 32241-7547

542731204 +FINKEL LAW FIRM LLC, PO BOX 71727, North Charleston SC 29415-1727

542731205 +FOCUS RECEIVABLES MANAGEMENT LLC, 1130 NORTHCHASE PARKWAY STE 150, MARIETTA GA 30067-6429
(address filed with court: FOCUS RECEIVABLES MANAGEMENT, 1130 NORTH CHASE PKWY, STE 150, Marietta GA 30067)

542731206 ++GREENTREE SERVICING LLC, BANKRUPTCY DEPARTMENT, P O BOX 6154, RAPID CITY SD 57709-6154
(address filed with court: GREENTREE, PO BOX 94710, Palatine IL 60094)

542731211 +LEXINGTON COLLECTION SERVICES OF LMC, PO BOX 100274, Columbia SC 29202-3274

542731210 LEXINGTON COLLECTION SERVICES OF LMC, PO BOX 110274, Columbia SC 29202

542731212 +LEXINGTON ORTHOPAEDICS, 146 NORTH HOSPITAL DRIVE, SUITE 140, West Columbia SC 29169-4800

542731213 +MERCHANTS ADJUSTMENTS, PO BOX 7511, Mobile AL 36670-0511

542731215 +MIDLAND FUNDING, PO BOX 268941, Oklahoma City OK 73126-8941

542731216 +MINUTE CLINIC, PO BOX 8482, Belfast ME 04915-8482

542731217 +NAVIENT SOLUTIONS, PO BOX 9640, Wilkes Barre PA 18773-9640

542731218 +O FRANK HART, 2414 DEVINE STREET, Columbia SC 29205-2406

542731220 +PORTFOLIO RECOVERY ASSOCIATES, 287 INDEPENDENCE, Virginia Beach VA 23462-2962

542731223 +RECEIVABLE SOLUTIONS, 1325 GARDENER LANE, STE C, Columbia SC 29210-8327

542731222 +RECEIVABLE SOLUTIONS, 1325 GARNERS LN, STE C, Columbia SC 29210-8327

542731224 +RICHLAND COUNTY CLERK OF COURT, 1701 MAIN STREET, #205, Columbia SC 29201-2819

542731225 +RICHLAND COUNTY TREASURER, 2020 HAMPTON STREET, Columbia SC 29204-1002

542731231 TRAVELERS INSURANCE, PO BOX 60307, Dallas TX 75266

542731236 USC SURGERY, 2 RICHLAND MEDICAL PARK, STE 300, Columbia SC 29203

542731235 +USC SURGERY, PO BOX 198898, Atlanta GA 30384-8898

542731237 +WHY NOT LEASE, 1750 ELM STREET, STE 1200, Manchester NH 03104-2919

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

aty E-mail/Text: jame@mossattorneys.com Jan 23 2015 21:58:06 Jason T. Moss, 816 Elmwood Ave., Columbia, SC 29201

tr +E-mail/Text: ecfcchl3trustee.net Jan 23 2015 21:58:28 Joy S. Goodwin, 1813 Laurel Street, Columbia, SC 29201-2626

ust +E-mail/Text: ustpregion04.co.ecf@usdoj.gov Jan 23 2015 21:58:19 US Trustee's Office, Strom Thurmond Federal Building, 1835 Assembly Street, Suite 953, Columbia, SC 29201-2448

542731189 +EDI: AFNIRECOVERY.COM Jan 23 2015 21:48:00 AFNI, PO BOX 3097, Bloomington IL 61702-3097

542731190 +EDI: ARSN.COM Jan 23 2015 21:48:00 ARS NATIONAL SERVICES, PO BOX 463023, Escondido CA 92046-3023

542731191 +EDI: ATTWIREBK.COM Jan 23 2015 21:48:00 ATAT, PO BOX 769, Arlington TX 76004-0769

542731196 +EDI: ATTWIREBK.COM Jan 23 2015 21:48:00 BELLSOUTH, 1 ATT WAY, ROOM 3A104, Bedminster NJ 07921-2693

542731197 +E-mail/Text: bankruptcy@scavps.com Jan 23 2015 21:58:26 CALVARY PORTFOLIO SERVICES, 500 SUMMIT LAKE DRIVE, STE 400, Valhalla NY 10595-2322

542731201 +EDI: CAUT.COM Jan 23 2015 21:48:00 CHASE AUTO FINANCE, PO BOX 29505, Phoenix AZ 85038-9505

542731202 +E-mail/Text: kinsleyedtrr.com Jan 23 2015 21:58:11 DATATRAC / SENICK MATHEWS BROWN, 109 EDGEBROOK DR, Anderson SC 29621-2544

542731207 +EDI: IIC9.COM Jan 23 2015 21:48:00 IC SYSTEMS, PO BOX 64378, Saint Paul MN 55164-0178

542731209 EDI: IRS.COM Jan 23 2015 21:48:00 IRS, 1835 ASSEMBLY STREET, MDP 39, ROOM 469, ATTN: INSOLVENCY UNIT, Columbia SC 29201

542731214 EDI: MID8.COM Jan 23 2015 21:48:00 MIDLAND FUNDING, 8875 AERO DR, STE 200, San Diego CA 92123-2255

542731219 EDI: PRA.COM Jan 23 2015 21:48:00 PORTFOLIO RECOVERY ASSOCIATES, 120 CORPORATE BLVD, SUITE 100, Norfolk VA 23502

542731221 +E-mail/Text: bankruptcy@rmccollect.com Jan 23 2015 21:58:34 RECEIVABLE MANAGEMENT, 1601 SHOP RD, STE D, Columbia SC 29201-4855

542731226 +EDI: NAVIENTFKASHSERV.COM Jan 23 2015 21:48:00 SALLIE MAE, PO BOX 9655, Wilkes Barre PA 18773-9655

542731227 +E-mail/Text: bankruptcy@sectax.org Jan 23 2015 21:58:30 SC DEPT OF REVENUE, PO BOX 12265, Columbia SC 29211-2265

542731228 +E-mail/Text: bcreech@scacollections.com Jan 23 2015 21:58:29 SCA COLLECTION, 300 E. ARLINGTON BLVD, Greenville NC 27858-5043

542731229 EDI: NEXTEL.COM Jan 23 2015 21:48:00 SPRINT, PO BOX 4191, Carol Stream IL 60197

542731230 EDI: NEXTEL.COM Jan 23 2015 21:48:00 SPRINT, PO BOX 7949, Overland Park KS 66207

542731232 +E-mail/Text: USASC-Bankruptcy@usdoj.gov Jan 23 2015 21:58:35 US ATTORNEY'S OFFICE, ATTN DOUG BARNETT, 1441 MAIN ST STE 500, Columbia SC 29201-2862

Case 15-00351-dd Doc 5 Filed 01/25/15 Entered 01/26/15 00:43:52 Desc Imaged
Certificate of Notice Page 4 of 4

District/off: 0420-3

User: phipps
Form ID: 1811BNC

Page 2 of 2
Total Noticed: 52

Date Rcvd: Jan 23, 2015

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center (continued)

542731234	+E-mail/Text: electronicbkydocs@nelnet.net Jan 23 2015 21:58:22	US DEPT OF EDUCATION-NELNET,
	3015 SOUTH PARKER ROAD, STE 400, Aurora CO 80014-2904	
542731233	+E-mail/Text: electronicbkydocs@nelnet.net Jan 23 2015 21:58:22	US DEPT OF EDUCATION-NELNET,
	121 S 13TH STREET, Lincoln NE 68508-1904	
542731194	E-mail/Text: legal_bankruptcy@badcock.com Jan 23 2015 21:58:10	BADCOCK, PO BOX 232,
	Mulberry FL 33860	

TOTAL: 24

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****
542731208* IRS, PO BOX 7346, Philadelphia PA 19101-7346

TOTALS: 0, * 1, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g) (4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 25, 2015

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 23, 2015 at the address(es) listed below:

Jason T. Moss on behalf of Joint Debtor Jacqueline Taylor Hendricks jane@mossattorneys.com
Jason T. Moss on behalf of Debtor Robert Mason Hendricks jane@mossattorneys.com
Joy S. Goodwin ecfc@h13trustee.net
US Trustee's Office USTPRegion04.CO.ECF@usdoj.gov

TOTAL: 4

DISMISSED, DSM_PREJ, DEBTED, PREV_DSM, CLOSED

**United States Bankruptcy Court
District of South Carolina (Columbia)
Bankruptcy Petition #: 15-00351-dd**

Assigned to: Chief Judge David R. Duncan
Chapter 13
Voluntary
Asset

Date filed: 01/23/2015
Date terminated: 03/13/2015
Debtor dismissed: 02/24/2015
Joint debtor dismissed: 02/24/2015
341 meeting: 03/17/2015

Debtor disposition: Dismissed for Other Reason
Joint debtor disposition: Dismissed for Other Reason

Debtor

Robert Mason Hendricks
1015 Wildwood Avenue
Columbia, SC 29203
RICHLAND-SC
SSN / ITIN: xxx-xx-4577

represented by **Jason T. Moss**
816 Elmwood Ave.
Columbia, SC 29201
(803)933-0202
Email: jane@mossattorneys.com

Jason T. Moss
816 Elmwood Ave.
Columbia, SC 29201
(803)933-0202
Email: jane@mossattorneys.com

Jason T. Moss
816 Elmwood Ave.
Columbia, SC 29201
(803)933-0202
Email: jane@mossattorneys.com

Joint Debtor

Jacqueline Taylor Hendricks
1015 Wildwood Avenue
Columbia, SC 29203
RICHLAND-SC
SSN / ITIN: xxx-xx-4450
aka Jacqueline Taylor
aka Jacqueline Little Taylor
dba JAT Entertainment

represented by **Jason T. Moss**
(See above for address)

Jason T. Moss
(See above for address)

Jason T. Moss
(See above for address)

Trustee

Joy S. Goodwin
1813 Laurel Street

represented by **Joy S. Goodwin**
1813 Laurel Street
Columbia, SC 29201

Columbia, SC 29201
(803) 779-5180

(803) 779-5180
Email: ecf@ch13trustee.net

U.S. Trustee
US Trustee's Office
Strom Thurmond Federal Building
1835 Assembly Street
Suite 953
Columbia, SC 29201

Filing Date	#	Docket Text
01/23/2015	<u>1</u> (20 pgs)	Chapter 13 Voluntary Petition Filed by Jason T. Moss on behalf of Robert Mason Hendricks, Jacqueline Taylor Hendricks. (Moss, Jason) (Entered: 01/23/2015)
01/23/2015	<u>2</u>	Bankruptcy Form 21 SSN. DOCUMENT IMAGE AVAILABLE ONLY TO COURT USERS AND THE TRUSTEE/US TRUSTEE. Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 01/23/2015)
01/23/2015	<u>3</u> (3 pgs; 2 docs)	Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, Deadlines and Notice of Appointment of Interim Trustee Joy S. Goodwin, .Document Served. 341(a) meeting to be held on 02/23/2015 at 11:30 AM at Columbia Meeting of Creditors. Last day to oppose dischargeability of certain debts is 04/24/2015. Proofs of Claim or Interest due by 05/26/2015. Confirmation Hearing to be held on 04/06/2015 at 10:00 AM at Columbia. (Entered: 01/23/2015)
01/23/2015	<u>4</u> (2 pgs)	Certificate of Credit Counseling Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 01/23/2015)
01/23/2015		Receipt of Filing Fee for Voluntary Petition (Chapter 13) (atty)(15-00351) [misc,volp13ac] (310.00). Receipt Number 8719336, amount 310.00. (U.S. Treasury) (Entered: 01/23/2015)
01/25/2015	<u>5</u> (4 pgs)	Certificate of Service of Meeting of Creditors Notice as served by the Bankruptcy Noticing Center. Notice

		Date 01/25/2015. (Related Doc # 3) (Admin.) (Entered: 01/26/2015)
01/27/2015	<u>6</u> (1 pg)	Notice of Appearance and Request for Notice Filed by W. S. Badcock Corporation. (W.S. Badcock Corporation) (Entered: 01/27/2015)
01/30/2015		Notice of Filings Due: Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, Schedule G, Schedule H, Schedule I, Schedule J, Payment Advices, Chapter 13 Plan,. All Missing Documents Must be Filed by 2/6/2015 Filed by Joy S. Goodwin. (Goodwin, Joy) (Entered: 01/30/2015)
02/02/2015	<u>7</u> (1 pg)	Notice of Appearance and Request for Notice Filed by Recovery Management Systems Corporation. (Recovery Management Systems Corporation) (Entered: 02/02/2015)
02/03/2015	<u>8</u> (64 pgs)	Schedules Filed: Summary of Schedules Statistical Summary of Certain Liabilities - Form 6 Pg 2 Schedule A Schedule B Schedule C Schedule D Schedule E Schedule F Schedule G Schedule H Schedule I Schedule J; Statements Filed: Statement of Financial Affairs Payment Advices Statement Disclosing Anticipated Increase in Income or Expenditures Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 02/03/2015)
02/03/2015	<u>9</u> (3 pgs)	Chapter 13 Stmt of Income/Calculation Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 02/03/2015)
02/03/2015	<u>10</u> (11 pgs)	Plan, Motion to Establish Value Included in Chapter 13 Plan, Debtor(s) Statement in Support of Confirmation Filed by Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Attachments: # <u>1</u> Main Document # <u>2</u> Main Document)(Moss, Jason) (Entered: 02/03/2015)
02/03/2015	<u>11</u> (11 pgs; 2 docs)	Motion to Extend Automatic Stay, with Certification of Facts, Hearing Notice, Certificate of Service Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. Date Served 2/3/2015. Last day for objections is 2/17/2015. Hearing scheduled for 2/18/2015 at 02:00 PM at

		Columbia. (Attachments: # <u>1</u> Affidavit) (Moss, Jason) (Entered: 02/03/2015)
02/05/2015	<u>12</u> (1 pg)	Response to Motion to Extend Automatic Stay filed by Joint Debtor Jacqueline Taylor Hendricks, Debtor Robert Mason Hendricks with Certificate of Service Filed by Joy S. Goodwin (related document(s) <u>11</u>). (Goodwin, Joy) (Entered: 02/05/2015)
02/17/2015	<u>13</u> (1 pg)	Amended Attorney Fee Disclosure Statement Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 02/17/2015)
02/18/2015	<u>14</u> (2 pgs)	Proposed Order RE: <i>Interim Order Granting Approval of Trial Period Plan</i> Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 02/18/2015)
02/18/2015	15	Hearing Held. relating to: Motion to Extend Automatic Stay filed by Joint Debtor Jacqueline Taylor Hendricks, Debtor Robert Mason Hendricks. (related document(s) <u>11</u>) Order due from Chambers. (Miranda, P) (Entered: 02/18/2015)
02/18/2015	<u>16</u> (2 pgs; 2 docs)	Order Motion to Extend Automatic Stay, with Certification of Facts, Hearing Notice, Certificate of Service filed by Jacqueline Taylor Hendricks, Robert Mason Hendricks. Based upon the findings of fact and conclusions of law stated on the record by this Court, the Motion to Extend Stay ("Motion") filed by Robert Mason Hendricks and Jacqueline Taylor Hendricks ("Debtors") is denied. The stay will expire on the 30th day after the petition was filed. In addition, the Debtors' case is subject to the following conditions: (1) The Debtors must consent to a wage order being issued in their case; and (2) Should this case be dismissed for any reason within the next two (2) years, dismissal shall be with prejudice for a period of one (1) year as to any subsequent filing by Debtors under Chapters 11, 12, or 13 of the Bankruptcy Code. AND IT IS SO ORDERED. Signed by: Chief Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>11</u>). (Rea, K) (Entered: 02/18/2015)

02/20/2015	<u>17</u> (2 pgs; 2 docs)	The debtors have filed a proposed order "Interim Order Granting Approval of Trial Period Plan". There is no motion before the court relating to the proposed order and the form of order is not in accord with any relief otherwise available under Judge Duncan's chambers guidelines. The proposed order is rejected and no relief is provided. AND IT IS SO ORDERED. Signed by: Chief Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>14</u>). (Duncan, David) (Entered: 02/20/2015)
02/21/2015	<u>18</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/21/2015. (Related Doc # <u>16</u>) (Admin.) (Entered: 02/22/2015)
02/22/2015	<u>19</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/22/2015. (Related Doc # <u>17</u>) (Admin.) (Entered: 02/23/2015)
02/23/2015	<u>20</u> (5 pgs; 2 docs)	Motion to Dismiss <i>Voluntarily</i> with Certificate of Service Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Attachments: # <u>1</u> Mailing Matrix) (Moss, Jason) (Entered: 02/23/2015)
02/23/2015		Statement Adjourning Meeting of 341(a) Meeting of Creditors. Section 341(a) Meeting Continued to 3/17/2015 at 01:00 PM at Columbia Meeting of Creditors. (Goodwin, Joy) (Entered: 02/23/2015)
02/24/2015	<u>21</u> (2 pgs; 2 docs)	Order Dismissing Case With Prejudice on Motion of the Debtor and Joint Debtor. Notice and service of this event are delegated pursuant to SC LBR 5075-1 (related document(s) <u>20</u>). Monitor deadline: 3/11/2015 (Weathers, K) (Entered: 02/25/2015)
03/13/2015	<u>22</u> (4 pgs)	Chapter 13 Trustee Final Report and Account - Dismissed. (Goodwin, Joy) (Entered: 03/13/2015)
03/13/2015		Bankruptcy Case Closed (Phipps, S) (Entered: 03/13/2015)

PACER Service Center			
Transaction Receipt			
06/18/2015 12:12:15			
PACER Login:	mr0601:2602151:0	Client Code:	
Description:	Docket Report	Search Criteria:	15-00351-dd Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	3	Cost:	0.30

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In re:

ROBERT MASON HENDRICKS
JACQUELINE TAYLOR HENDRICKS
Debtor(s)

Case No. 14-05614/W/3

CHAPTER 13 STANDING TRUSTEE'S FINAL REPORT AND ACCOUNT

William K. Stephenson, Jr., Trustee, chapter 13 trustee, submits the following Final Report and Account of the administration of the estate pursuant to 11 U.S.C. § 1302(b)(1). The trustee declares as follows:

- 1) The case was filed on 10/03/2014.
- 2) The plan was confirmed on NA.
- 3) The plan was modified by order after confirmation pursuant to 11 U.S.C. § 1329 on NA.
- 4) The trustee filed action to remedy default by the debtor in performance under the plan on NA.
- 5) The case was dismissed on 01/13/2015.
- 6) Number of months from filing to last payment: 2.
- 7) Number of months case was pending: 5.
- 8) Total value of assets abandoned by court order: NA.
- 9) Total value of assets exempted: \$124,663.42.
- 10) Amount of unsecured claims discharged without payment: \$0.00.
- 11) All checks distributed by the trustee relating to this case have cleared the bank.

FORM B91 (Chapter 13 Case) (12/12)

Case Number 14-05614-jw

UNITED STATES BANKRUPTCY COURT
District of South Carolina

Notice of Chapter 13 Bankruptcy Case Meeting of Creditors & Deadlines

The debtor(s) listed below filed a chapter 13 bankruptcy case on 10/3/14.
You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the Bankruptcy Clerk's Office at the address listed below.
NOTE: The staff of the Bankruptcy Clerk's Office cannot give legal advice.

Creditors - Do not file this notice in connection with any proof of claim you submit to the court.
See Reverse Side For Important Explanations.

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Robert Mason Hendricks
234 Pineapple Road
Columbia, SC 29203

Jacqueline Taylor Hendricks
aka Jacqueline Taylor, aka Jacqueline Little Taylor, dba JAT
Entertainment
234 Pineapple Road
Columbia, SC 29203

Case Number:
14-05614-jw

Social Security / Individual Taxpayer ID / Employer Tax ID / Other Nos:
xxx-xx-4577
xxx-xx-4450

Attorney for Debtor(s) (name and address):

Jason T. Moss
816 Elmwood Ave.
Columbia, SC 29201
Telephone Number: (803)933-0202

Bankruptcy Trustee (name and address):
William K. Stephenson Jr.
PO Box 8477
Columbia, SC 29202
Telephone number: (803) 254-2981

Meeting of Creditors:

Date: November 6, 2014

Time: 01:00 PM

Location: U.S. Trustee's Office, Room 557, Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201

Deadlines:

Papers must be received by the Bankruptcy Clerk's Office by the following deadlines:

Deadline to File a Proof of Claim

For all creditors (except a governmental unit): 2/4/15

For a governmental unit (except as otherwise provided in Fed. R. Bankr. P. 3002(c)(1)): 4/1/15

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:
1/5/15

Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors.

Filing of Plan, Hearing on Confirmation of Plan

The hearing on confirmation will be held:

Date: 12/4/14 **Time:** 09:00 AM

Location: J. Bratton Davis United States Bankruptcy Courthouse, 1100 Laurel Street, Columbia, SC 29201-2423

*Time: In the event the time of the confirmation hearing is changed, an amended notice of confirmation hearing will be sent.

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor, the debtor's property, and certain codebtors. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the Court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Creditor with a Foreign Address

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Mailing Address of the Bankruptcy Clerk's Office:
United States Bankruptcy Court
J. Bratton Davis United States Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423
Telephone Number: 1-803-765-5436
www.scb.uscourts.gov

Public Business Hours: 9:00 AM - 5:00 PM

Dated: 10/6/14

EXPLANATIONS		FORM B9 (12/12)
Filing of Chapter 13 Bankruptcy Case	A bankruptcy case under chapter 13 of the Bankruptcy Code (Title 11, United States Code) has been filed in this Court by the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts pursuant to a plan. A plan is not effective unless confirmed by the Bankruptcy Court. You may object to confirmation of the plan and appear at the confirmation hearing. A copy or summary of the plan, if not enclosed, will be provided to you later, and if the confirmation hearing is not indicated on the front side of this notice, you will be issued notice of the confirmation hearing. The debtor will remain in possession of the debtor's property and may continue to operate the debtor's business, if any, unless the Court orders otherwise.	
Legal Advice	The staff of the Bankruptcy Clerk's Office cannot give legal advice. Consult a lawyer to determine your rights.	
Creditors Generally May Not Take Certain Actions	Prohibited collection actions against the debtor and certain codebtors are listed in Bankruptcy Code § 362 and § 1301. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the Court to extend or impose a stay.	
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee, and by creditors. Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.	
Claims	A Proof of Claim is a signed statement describing a creditor's claim. You can obtain a copy of the proof of claim form at the Bankruptcy Clerk's Office in Columbia or through the Court's website at www.scb.uscourts.gov . Please call the Clerk's Office if you have procedural questions about the filing of a proof of claim. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. If you do not file a Proof of Claim by the "Deadline to file a Proof of Claim" listed on the front side, you might not be paid any money on your claim from other assets in the bankruptcy case. To be paid you must file a Proof of Claim even if your claim is listed in the schedules filed by the debtor. Filing a Proof of Claim submits the creditor to the jurisdiction of the Bankruptcy Court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the Court to extend the deadline. Do not include this notice with any filing you make with the court.	
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may be prohibited from collecting the debt from the debtor. If you believe that the debtor is not entitled to a discharge under Bankruptcy Code § 1328(f), you must file a motion objecting to discharge in the bankruptcy clerk's office by the "Deadline to Object to Debtor's Discharge or to Challenge the Dischargeability of Certain Debts" listed on the front of this form. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 623, you must commence an adversary proceeding against the debtor by the same deadline. The Bankruptcy Clerk's Office must receive the motion or the complaint and any required filing fee by that deadline.	
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors, even if the debtor's case is converted to chapter 7. The debtor must file a list of all property claimed as exempt. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The Bankruptcy Clerk's Office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.	
Bankruptcy Clerk's Office	Any pleading or document that you file in this bankruptcy case should be filed at the Bankruptcy Clerk's Office at the address listed on the front side. Certain parties are required to electronically file documents pursuant to the orders of this Court. You may view the public record of this case, including the list of the debtor's property and debts and the list of property claimed as exempt, at the Bankruptcy Clerk's Office.	
Creditor with a Foreign Address	Consult a lawyer familiar with United States Bankruptcy Law if you have any questions regarding your rights in this case. -- Refer to Other Side for Important Deadlines and Notices --	
Dismissal Notice	This case may be dismissed without further notice or hearing should the debtor fail to comply with SC LBR 1017-2 (providing for dismissal for a failure to: pay the applicable filing fee, file or provide documents, attend the meeting of creditors, or file a chapter 13 plan. If confirmation of a plan is denied, or if payments to the Trustee required by 11 U.S.C. § 1326(a) are not timely made by the debtor, the case may be dismissed without further notice or hearing, at the confirmation hearing).	
Miscellaneous Notice	The Voice Case Information System (VCIS) will give status information on cases filed or converted after 11/30/88. Call 1-866-222-8029. Please refer to the Court's web site at www.scb.uscourts.gov for further information.	
Confirmation Hearing	The debtor is required to appear at the Confirmation Hearing unless excused by order of the Court or Chambers Guidelines. Any objection to confirmation of the proposed plan and related motions must be filed and served in compliance with SC LBR 3015-1, SC LBR 9013-3, and SC LBR 9014-1. If objections to confirmation are timely filed, they will be heard at the Confirmation Hearing at the time and place set forth above or at a hearing, separate notice of which will be given by the Court. Objections to confirmation may be overruled if the objecting creditor fails to appear and prosecute the objection. If no objection is timely filed in accordance with SC LBR 3015-1, SC LBR 9013-3 and SC LBR 9014-1, the plan may be confirmed and related motions resolved on recommendation of the trustee. Should this happen, the Confirmation Hearing may be canceled.	
Secured Claims	Any creditor that takes possession of its collateral, whether by judicial action, voluntary surrender, or through operation of the plan, will be paid nothing unless a proof of claim for any deficiency is filed after disposal of the collateral. This also applies to creditors who may claim an interest in collateral released to another lienholder or collateral on which the stay has been modified by another lienholder.	
Abandonment	All property of the estate which the trustee considers to be burdensome or of inconsequential value and benefit may be abandoned by the trustee at the meeting of creditors unless creditors or parties in interest object.	
Plan Summary	Pursuant to SC LBR 3015-1, the debtor's attorney or a pro se debtor is required to serve, under separate cover, a copy of the plan on all creditors. SC LBR 3015-1 requires that this plan substantially conform to the form plan set forth in Exhibit A to SC LBR 3015-1. This form plan requires periodic payment (usually monthly) by the debtor to the trustee. This form plan also provides for payment of any unpaid fees owed to the debtor's attorney at a specified percentage of payments made to creditors. This form plan also provides for periodic payment (usually monthly) on the allowed secured claims of some secured creditors, followed by pro rata payment of the allowed amounts of priority claims, and pro rata payment of allowed unsecured claims until a specified percentage of unsecured claims is paid. The plan may contain other provisions which affect the rights of creditors, therefore, the plan itself should be consulted.	

Case 14-05614-jw Doc 3-1 Filed 10/03/14 Entered 10/03/14 14:28:05 Desc Ch 13
First Mtg Notice (BNC): Notice Recipients Page 1 of 1
Notice Recipients

District/Off: 0420-3
Case: 14-05614-jw

User: brooks
Form ID: 181BNC

Date Created: 10/6/2014
Total: 46

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Robert Mason Hendricks	234 Pineneedle Road	Columbia, SC 29203	
jdb	Jacqueline Taylor Hendricks	234 Pineneedle Road	Columbia, SC 29203	
ust	US Trustee's Office	Strom Thurmond Federal Building	1835 Assembly Street	Suite
	953	Columbia, SC 29201		
tr	William K. Stephenson, Jr.	PO Box 8477	Columbia, SC 29202	
aty	Jason T. Moss	816 Elmwood Ave.	Columbia, SC 29201	
542666612	AFNI	PO BOX 3097	Bloomington IL 61702	
542666613	ARS NATIONAL SERVICES	PO BOX 463023	Escondido CA 92046	
542666614	AT&T	PO BOX 769	Arlington TX 76004	
542666615	ATTORNEY GENERAL OF UNITED STATES	950 PENNSYLVANIA AVE, NW	Washington DC	
	20530-0001			
542666616	BABCOCK	736 ST ANDREWS ROAD	Columbia SC 29210	
542666617	BANK OF AMERICA	PO BOX 5170	Simi Valley CA 93062	
542666618	CALVARY PORTFOLIO SERVICES	500 SUMMIT LAKE DRIVE, STE 400	Valhalla NY 10595	
542666619	CAROLINA UROLOGY PARTNERS	9735 KINCEY AVENUE, STE 201	Huntersville NC 28078	
542666620	CASH CENTRAL	84 WEST 2400 STREET, NORTH	Logan UT 84341	
542666621	CHASE AUTO FINANCE	PO BOX 901003	Fort Worth TX 76101	
542666622	DATATRAC / SENICK MATHEWS BROWN	109 EDGEBROOK DR	Anderson SC 29621	
542666623	ENHANCED RECOVERY	PO BOX 57547	Jacksonville FL 32241	
542666624	FINKEL LAW FIRM LLC	PO BOX 71727	North Charleston SC 29415	
542666625	FOCUS RECEIVABLES MANAGEMENT	1130 NORTH CHASE PKWY	STE 150	Marietta GA
	30067			
542666626	GREENTREE	PO BOX 94710	Palatine IL 60094	
542666627	IC SYSTEMS	PO BOX 64378	Saint Paul MN 55164	
542666629	IRS	1835 ASSEMBLY STREET, MDP 39, ROOM 469	ATTN: INSOLVENCY UNIT	Columbia
	SC 29201			
542666628	IRS	PO BOX 7346	Philadelphia PA 19101-7346	
542666631	LEXINGTON COLLECTION SERVICES OF LMC	PO BOX 100274	Columbia SC 29202	
542666630	LEXINGTON COLLECTION SERVICES OF LMC	PO BOX 110274	Columbia SC 29202	
542666632	LEXINGTON ORTHOPAEDICS	146 NORTH HOSPITAL DRIVE	SUITE 140	West Columbia SC
	29169			
542666633	MERCHANTS ADJUSTMENTS	PO BOX 7511	Mobile AL 36670	
542666634	MIDLAND FUNDING	8875 AERO DR	STE 200	San Diego CA 92123-2255
542666635	MINUTE CLINIC	PO BOX 8482	Belfast ME 04915	
542666636	O FRANK HART	2414 DEVINE STREET	Columbia SC 29205	
542666637	PORTFOLIO RECOVERY ASSOCIATES	120 CORPORATE BLVD	SUITE 100	Norfolk VA
	23502			
542666638	PORTFOLIO RECOVERY ASSOCIATES	287 INDEPENDENCE	Virginia Beach VA 23462	
542666639	RECEIVABLE MANAGEMENT	1601 SHOP RD	STE D	Columbia SC 29201
542666641	RECEIVABLE SOLUTIONS	1325 GARDENER LANE, STE C		Columbia SC 29210
542666640	RECEIVABLE SOLUTIONS	1325 GARNERS LN	STE C	Columbia SC 29210
542666642	RICHLAND COUNTY CLERK OF COURT	1701 MAIN STREET, #205		Columbia SC 29201
542666643	RICHLAND COUNTY TREASURER	2020 HAMPTON STREET		Columbia SC 29202
542666644	SALLIE MAE	PO BOX 9655	Wilkes Barre PA 18773	
542666645	SC DEPT OF REVENUE	PO BOX 12265	Columbia SC 29211	
542666646	SCA COLLECTION	300 E. ARLINGTON BLVD	Greenville NC 27858	
542666647	SPRINT	PO BOX 4191	Carol Stream IL 60197	
542666648	TRAVELERS INSURANCE	PO BOX 60307	Dallas TX 75266	
542666649	US ATTORNEY'S OFFICE	ATTN DOUG BARNETT	1441 MAIN ST STE 500	Columbia SC
	29201			
542666650	US DEPT OF EDUCATION-NELNET	121 S 13TH STREET	Lincoln NE 68508	
542666651	USC SURGERY	PO BOX 198898	Atlanta GA 30384	
542666652	WHY NOT LEASE	1750 ELM STREET, STE 1200	Manchester NH 03104	

TOTAL: 46

DEBTED, DeBN, DISMISSED, CLOSED

**United States Bankruptcy Court
District of South Carolina (Columbia)
Bankruptcy Petition #: 14-05614-jw**

Assigned to: Judge John E. Waites
Chapter 13
Voluntary
Asset

Date filed: 10/03/2014
Date terminated: 03/10/2015
Debtor dismissed: 01/13/2015
Joint debtor dismissed: 01/13/2015
341 meeting: 11/06/2014

Debtor disposition: Dismissed for Other Reason
Joint debtor disposition: Dismissed for Other Reason

Debtor

Robert Mason Hendricks
234 Pineneedle Road
Columbia, SC 29203
RICHLAND-SC
SSN / ITIN: xxx-xx-4577

represented by **Jason T. Moss**

816 Elmwood Ave.
Columbia, SC 29201
(803)933-0202
Email: jane@mossattorneys.com

Jason T. Moss

816 Elmwood Ave.
Columbia, SC 29201
(803)933-0202
Email: jane@mossattorneys.com

Joint Debtor

Jacqueline Taylor Hendricks
234 Pineneedle Road
Columbia, SC 29203
RICHLAND-SC
SSN / ITIN: xxx-xx-4450
aka Jacqueline Taylor
aka Jacqueline Little Taylor
dba JAT Entertainment

represented by **Jason T. Moss**

(See above for address)

Jason T. Moss

(See above for address)

Trustee

William K. Stephenson, Jr.
PO Box 8477
Columbia, SC 29202
(803) 254-2981

U.S. Trustee

US Trustee's Office
Strom Thurmond Federal Building

1835 Assembly Street
Suite 953
Columbia, SC 29201

Filing Date	#	Docket Text
10/03/2014	<u>1</u> (18 pgs)	Chapter 13 Voluntary Petition Filed by Jason T. Moss on behalf of Robert Mason Hendricks, Jacqueline Taylor Hendricks. (Moss, Jason) (Entered: 10/03/2014)
10/03/2014	<u>2</u>	Bankruptcy Form 21 SSN. DOCUMENT IMAGE AVAILABLE ONLY TO COURT USERS AND THE TRUSTEE/US TRUSTEE. Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 10/03/2014)
10/03/2014	<u>3</u> (3 pgs; 2 docs)	Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, Deadlines and Notice of Appointment of Interim Trustee William K. Stephenson, Jr. .Document Served. 341(a) meeting to be held on 11/06/2014 at 01:00 PM at Columbia Meeting of Creditors. Last day to oppose dischargeability of certain debts is 01/05/2015. Proofs of Claim or Interest due by 02/04/2015. Confirmation Hearing to be held on 12/04/2014 at 09:00 AM at Columbia. (Entered: 10/03/2014)
10/03/2014	<u>4</u> (2 pgs)	Certificate of Credit Counseling Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 10/03/2014)
10/03/2014	<u>5</u>	Debtor's Request to Activate Electronic Noticing. DOCUMENT IMAGE AVAILABLE ONLY TO COURT USERS AND THE TRUSTEE/US TRUSTEE. Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 10/03/2014)
10/03/2014		Receipt of Filing Fee for Voluntary Petition (Chapter 13) (atty)(14-05614) [misc,volp13ac] (310.00). Receipt Number 8530553, amount 310.00. (U.S. Treasury) (Entered: 10/03/2014)
10/08/2014		

	<u>6</u> (1 pg)	Notice of Appearance and Request for Notice Filed by W. S. Badcock Corporation. (W. S. Badcock Corporation) (Entered: 10/08/2014)
10/08/2014	<u>7</u> (4 pgs)	Certificate of Service of Meeting of Creditors Notice as served by the Bankruptcy Noticing Center. Notice Date 10/08/2014. (Related Doc # 3) (Admin.) (Entered: 10/09/2014)
10/17/2014	<u>8</u> (5 pgs)	Motion to Extend Time To File Schedules A-J, Statement of Financial Affairs, Statement of Increase/Decrease, Statement of Current Monthly Income/Disposable Income, Copies of Payment Advices, and Chapter 13 Plan with Certificate of Service Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 10/17/2014)
10/20/2014	<u>9</u> (2 pgs; 2 docs)	Order Granting Motion to Extend Time to File Schedules/Statements (10/27/2014). (Related Doc # 8). Document Served. (Brooks, C) (Entered: 10/20/2014)
10/22/2014	<u>10</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 10/22/2014. (Related Doc # 9) (Admin.) (Entered: 10/23/2014)
10/27/2014	<u>11</u> (60 pgs)	Schedules Filed: Summary of Schedules Statistical Summary of Certain Liabilities - Form 6 Pg 2 Schedule A Schedule B Schedule C Schedule D Schedule E Schedule F Schedule G Schedule H Schedule I Schedule J; Statements Filed: Statement of Financial Affairs Payment Advices Statement Disclosing Anticipated Increase in Income or Expenditures Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 10/27/2014)
10/27/2014	<u>12</u> (7 pgs)	Chapter 13 Stmt of Income/Calculation Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 10/27/2014)
10/27/2014	<u>13</u> (10 pgs)	Plan, Motion to Establish Value Included in Chapter 13 Plan, Debtor(s) Statement in Support of Confirmation Filed by Jacqueline Taylor Hendricks, Robert Mason Hendricks. (Moss, Jason) (Entered: 10/27/2014)

10/31/2014	<u>14</u> (5 pgs; 2 docs)	Notice and Motion for Loss Mitigation/Mediation and Notice of Possible Hearing. with Certificate of Service Filed by Jason T. Moss on behalf of Jacqueline Taylor Hendricks, Robert Mason Hendricks. Possible Hearing scheduled for 12/4/2014 at 09:00 AM at Columbia. Date Served 10/31/2014. Last day for objections is 11/14/2014. Review to Process Order on 12/5/2014. (Attachments: # <u>1</u> Proposed Order) (Moss, Jason) (Entered: 10/31/2014)
11/06/2014	<u>15</u> (2 pgs)	Objection to Confirmation of Plan with Certificate of Service Filed by William K. Stephenson Jr. (related document(s) <u>13</u>). (Stephenson, William) (Entered: 11/06/2014)
11/06/2014		Meeting of Creditors Held and Examination of Debtor (Stephenson, William) (Entered: 11/06/2014)
11/26/2014		Notice is hereby provided to the debtors that the chapter 13 trustee will request dismissal of this case at the confirmation hearing pursuant to SC LBR 1017-2-a based on the failure of the debtors to provide the following documents requested by the trustee pursuant to SC LBR 3015-4: Self-employment questionnaire, Business budget,, Amended Schedules: I,. Filed by William K. Stephenson Jr.. (Stephenson, William) (Entered: 11/26/2014)
12/04/2014	16	Confirmation Hearing Continued. JW. Filed by William K. Stephenson Jr.. Hearing scheduled for 12/17/2014 at 09:00 AM at Columbia. (Stephenson, William) (Entered: 12/04/2014)
12/08/2014	<u>17</u> (4 pgs; 2 docs)	Order Granting Notice and Motion for Loss Mitigation/Mediation. Document Served. (related document(s) <u>14</u>). (Brooks, C) (Entered: 12/09/2014)
12/11/2014	<u>18</u> (4 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 12/11/2014. (Related Doc # <u>17</u>) (Admin.) (Entered: 12/12/2014)
12/12/2014		Notice is hereby provided to the debtors that the chapter 13 trustee will request dismissal of this case at the confirmation hearing pursuant to SC LBR 1017-2-a based on the failure of the debtors to provide the following documents requested by the trustee pursuant to SC LBR 3015-4: Amended Schedules: I,.

		Filed by William K. Stephenson Jr.. (Stephenson, William) (Entered: 12/12/2014)
12/18/2014	19	Confirmation Hearing Continued. jw. Filed by William K. Stephenson Jr.. Hearing scheduled for 12/30/2014 at 09:00 AM at Columbia. (Stephenson, William) (Entered: 12/18/2014)
12/23/2014		Notice is hereby provided to the debtors that the chapter 13 trustee will request dismissal of this case at the confirmation hearing pursuant to SC LBR 1017-2-a based on the failure of the debtors to provide the following documents requested by the trustee pursuant to SC LBR 3015-4: documents creating life estate/remainder interest in real estate. Filed by William K. Stephenson Jr.. (Stephenson, William) (Entered: 12/23/2014)
12/31/2014	20	Trustee Request For C-IV Order Denying Confirmation Filed by William K. Stephenson Jr. (related document(s)13). (Stephenson, William) (Entered: 12/31/2014)
12/31/2014	<u>21</u> (2 pgs; 2 docs)	CIV Order - Confirmation of the plan is denied. The case will be dismissed unless a motion to convert to another chapter is filed within ten (10) days. AND IT IS SO ORDERED. Signed By: Judge John E. Waites, US Bankruptcy Court - District of South Carolina. (Admin) (Entered: 12/31/2014)
01/04/2015	<u>22</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 01/04/2015. (Related Doc # <u>21</u>) (Admin.) (Entered: 01/05/2015)
01/12/2015	<u>23</u> (1 pg)	Motion to Dismiss Case for Non-Compliance Due To Failure to Comply with CIV Order. (Stephenson, William) (Entered: 01/12/2015)
01/12/2015	<u>24</u> (2 pgs)	Proposed Order RE: Motion to Dismiss for Non-Compliance. (Stephenson, William) (Entered: 01/12/2015)
01/13/2015	<u>25</u> (4 pgs; 2 docs)	Order Granting Motion to Dismiss Debtor and Joint Debtor for Non-Compliance (Related Doc # <u>23</u>) Document Served. (Brooks, C) (Entered: 01/13/2015)
01/15/2015	<u>26</u> (4 pgs)	

		Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 01/15/2015. (Related Doc # <u>25</u>) (Admin.) (Entered: 01/16/2015)
03/01/2015	<u>27</u> (1 pg)	Notice of Appearance and Request for Notice Filed by Recovery Management Systems Corporation. (Recovery Management Systems Corporation) (Entered: 03/01/2015)
03/06/2015	<u>28</u> (4 pgs)	Chapter 13 Trustee Final Report and Account - Dismissed. (Stephenson, William) (Entered: 03/06/2015)
03/10/2015		Bankruptcy Case Closed (Brooks, C) (Entered: 03/10/2015)

PACER Service Center			
Transaction Receipt			
06/18/2015 12:10:05			
PACER Login:	mr0601:2602151:0	Client Code:	
Description:	Docket Report	Search Criteria:	14-05614-jw Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	3	Cost:	0.30

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Green Tree Servicing, LLC,

Plaintiff,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

Defendant.

IN THE COURT OF COMMON PLEAS

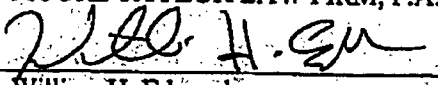
C.A. NO.: 2013-CP-40-0712

DEFENDANT'S MOTION TO ALTER
OR AMEND JUDGMENT, PURSUANT
TO S.C.R.C.P. 59(e)

TO: THE HONORABLE G. THOMAS COOPER, AND MAGALIE ARCURE CREECH,
ESQ., AS COUNSEL FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that 10 days after service of this motion or as
such time as the Court deems convenient, the Defendant, by and through undersigned counsel,
will move this Court for an Order seeking relief from the Order Granting Summary Judgment,
filed April 19, 2016, attached and incorporated herein by reference as Exhibit "A". This motion
is based on South Carolina case law, the Memorandum in Support attached and incorporated
herein by reference as Exhibit "B", and affidavits which may be provided to the Court prior to
the hearing.

Respectfully submitted,
MOORE TAYLOR LAW FIRM, P.A.

By: 

William H. Edwards
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, SC 29171
(803) 796-9160
(803)-791-8410 (fax)
Attorney for Defendant

West Columbia, South Carolina
May 4, 2016

The Supreme Court of South Carolina

RE: Mortgage Foreclosures and the Home Affordable Modification Program (HMP)

ADMINISTRATIVE ORDER

On March 4, 2009, the United States Treasury Department (Treasury) issued Guidelines on mortgage loan modifications under the Home Affordable Modification Program (HMP) for residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac).[1] The HMP is part of the Making Home Affordable Program (MHAP).

Subsequently on April 6, 2009, Treasury issued Supplemental Directive 09-01,[2] which provided additional guidance to servicers for adoption and implementation of the HMP for residential mortgage loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. For this latter category, the HMP is only applicable if the servicer has agreed to participate in the HMP.[3]

If applicable, the HMP requires the temporary suspension of foreclosure actions.[4] The HMP is scheduled to expire on December 31, 2012, and has no application to a mortgage originated after January 1, 2009.

On May 4, 2009, I issued a temporary restraining order (TRO) based on a motion filed by Fannie Mae.[5] This TRO had to be issued on an ex parte basis, and it was anticipated that it would be replaced by a subsequent order.

To insure that eligible homeowners have been afforded the benefits available under the HMP, the procedures for handling issues relating to the HMP are handled uniformly throughout the State, and mortgage foreclosure actions are not unnecessarily dismissed or delayed while HMP issues are resolved, I direct the following:

(1) Actions Filed After May 4, 2009. In all mortgage foreclosure actions filed after May 4, 2009, the complaint (or amended complaint) seeking foreclosure shall contain “a short and plain statement of the facts”[6] regarding the applicability of the HMP to the matter. For mortgages involving commercial property, the complaint may simply allege that the property is commercial and that the HMP is inapplicable.[7]

For mortgages involving residential property, the complaint shall state if the mortgage loan is owned, securitized or guaranteed by Fannie Mae or Freddie Mac, or if the servicer is participating in the HMP. If so as to either, the complaint shall state the facts showing that the loan is not subject to modification under the HMP,[8] or state the facts showing that the HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification.[9] If these allegations are contested by the answer or the judge allows the issue to become contested at some later stage of the proceeding, any dispute regarding the eligibility of the mortgage loan for modification under the HMP or the satisfaction of the requirements of the HMP if it applies, shall be resolved like any other contested issue in a mortgage foreclosure case. Sections (3) and (4) of this order relate to the effect of the HMP determinations made by the judge.

(2) Actions Pending on May 4, 2009. In all mortgage foreclosure actions pending on May 4, 2009, the party seeking foreclosure should have served the affidavit by the TRO by May 15, 2009. If the affidavit is not served by that date, the TRO shall be dissolved. This order shall apply to all actions pending on May 4, 2009. This order shall not apply to actions filed on or after May 15, 2009.

If the party seeking a foreclosure did not serve the affidavit by May 15, 2009, as required by the TRO, the matter will be stayed until the party seeking foreclosure serves and files an affidavit regarding the applicability of the HMP to the matter. For mortgages involving commercial property, the affidavit may simply allege that the property is commercial and that the HMP is inapplicable.

For residential mortgages, the affidavit shall state if the mortgage loan is owned, securitized or guaranteed by Fannie Mae or Freddie Mac, or if the servicer is participating in the HMP. If so as to either, the affidavit shall state the facts showing that the mortgage loan is not subject to modification under the HMP, or state the facts showing that the HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification. In the alternative, the affidavit may concede that the matter should be stayed until the HMP modification process is completed. If the affidavit is not served within ninety (90) days of the date of this order, the foreclosure action may be dismissed. If the affidavit is served, any other party to the action shall have ten (10) days to serve a counter affidavit.

A copy of any affidavit or any counter affidavit (whether served before or after this order), along with proof of service, shall immediately be filed with the court where the action is pending.

The judge shall consider the affidavit and any counter affidavit that may be filed to determine if there is any contested issue that must be resolved regarding the eligibility of the loan for modification under the HMP or satisfaction of the requirements of the HMP if it applies. If so as to either, the judge shall resolve this issue like any other contested issue in a mortgage foreclosure action. If a counter affidavit is not timely served, the determination of whether there are HMP issues which need to be resolved before foreclosure is ordered or the sale is commenced shall be based on the affidavit alone unless the judge allows the late service and filing of the counter affidavit or allows the issue to become contested at some later stage of the proceeding. Sections (3) and (4) of this order relate to the effect of the HMP determinations made by the judge.

(3) Determination that the HMP is Applicable But the HMP Process Has Not Been Completed. If a judge determines that the HMP is applicable but that the process to determine if a modification will be made under the HMP has not been completed, the foreclosure action shall not be dismissed but shall be stayed until the HMP process is completed (including any trial period before a modification becomes effective). 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. If the loan is modified under the HMP, the parties shall immediately notify the judge so that the mortgage foreclosure action can be dismissed. Nothing in this order shall be construed as preventing the party seeking foreclosure from voluntarily dismissing the foreclosure action.[10]

(4) Determination that Mortgage Loan is Not Subject to Modification under the HMP. If a judge determines that the HMP is either inapplicable to the mortgage loan or that the HMP requirements have been satisfied without resulting in a modification, the foreclosure action may continue. This includes the consummation of any sales conducted on or prior to May 4, 2009.

(5) TRO Rescinded. The TRO previously issued by me on May 4, 2009, is hereby rescinded. Instead, the provisions of this Administrative Order shall govern foreclosure actions potentially affected by the HMP.[11]

(6) Judicial Sales in Mortgage Foreclosure Cases. Nothing in this order shall be construed as preventing a judge from setting additional sales days under S.C. Code Ann. §15-39-680 (2005). Further, where an order of foreclosure was issued on or before May 4, 2009, nothing in this order shall be construed as preventing the judge from directing the advertising of the property for sale so long as any issue regarding the HMP is resolved before the sale occurs.

For the purpose of this order, the term "judge" shall include a circuit court judge, master-in-equity and special referee. If this order requires service of an affidavit or counter affidavit upon a party, service shall be accomplished as provided by Rule 5(b)(1), SCRCP, and service shall be made on all parties to the action.

Columbia, South Carolina
May 22, 2009

[1] The guidelines are available at www.ustreas.gov/press/releases/reports/modification_program_guidelines.pdf. In addition to contacting the servicer to determine if the loan is owned or guaranteed by Fannie Mae and Freddie Mac, homeowners can also use the links on the following website to determine if their loans are owned or guaranteed by Fannie Mae or Freddie Mac: http://makinghomeaffordable.gov/loan_lookup.html.

[2] Available at www.hmpadmin.com/docs/Supplemental_Directive_09-01.pdf.

[3] A list of those servicers who have agreed to participate may be found at http://makinghomeaffordable.gov/contact_servicer.html.

[4] The Guidelines state:

Any foreclosure action will be temporarily suspended during the trial period, or while borrowers are considered for alternative foreclosure prevention options. In the event that the Home Affordable Modification or alternative foreclosure prevention options fail, the foreclosure action may be resumed.

In relevant part, the Supplemental Directive states:

To ensure that a borrower currently at risk of foreclosure has the opportunity to apply for the HMP, servicers should not proceed with a foreclosure sale until the borrower has been evaluated for the program and, if eligible, an offer to participate in the HMP has been made. 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. Servicers must not conduct foreclosure sales on loans previously referred to foreclosure or refer new loans to foreclosure during the 30-day period that the borrower has to submit documents evidencing an intent to accept the Trial Period Plan offer. Except as noted herein, any foreclosure sale will be suspended for the duration of the Trial Period Plan, including any period of time between the borrower's execution of the Trial Period Plan and the Trial Period Plan effective date.

[5] This order and the motion are available at www.sccourts.org/whatsnew/displaywhatsnew.cfm?indexID=526.

[6] Rule 8(a), SCRPC.

[7] For example, the complaint could simply state: "Since this foreclosure action involves a mortgage on a commercial office building, the Home Affordable Modification Program is inapplicable."

[8] Despite the fact that the loan is owned, securitized or guaranteed by Fannie Mae or Freddie Mac, or the servicer is participating in the HMP, there are numerous other requirements that may prevent the loan from being eligible for modification under HMP. For example, modification under HMP is not available if the property is not a single family 1 - 4 unit property, the property is not the primary residence of the homeowner, the mortgage originated after January 1, 2009, the unpaid principal balance exceeds certain specified amounts, the property is vacant or condemned, or the loan has been previously modified under the HMP. For specifics on these and other requirements, the Guidelines and Supplemental Directive should be consulted. For homeowners, there is an interactive website to assist them in determining if the mortgage loan is potentially subject to modification under the HMP:

<http://makinghomeaffordable.gov/modification.html>
<http://www.judicial.state.sc.us/courtOrders/displayOrder.cfm> JLT00176 =2009-05-22-01

8/31/

[10] I am concerned that there may be a significant number of actions that may be stayed while the HMP process is completed. I expect the party seeking foreclosure to complete the process and make a determination if the mortgage loan will be modified in a prompt and diligent manner. If this is not done and the number of cases stayed reaches an unacceptable level, this order may be modified to allow for the dismissal of actions which are stayed and not resolved in a reasonable period of time.

[11] In response to the TRO, six law firms (the Scott Law Firm, P.A.; Rogers, Townsend, Thomas, P.C.; the Finkel Law Firm, L.L.C.; Fleming & Whitt, P.A.; the Korn Law Firm, P.A.; and the Weston Adams Law Firm) have filed a motion seeking a state-wide scheduling order. The South Carolina Department of Consumer Affairs, South Carolina Legal Services, the law firm of Harrison & Radeker, P.A., and the South Carolina Appleseed Legal Justice Center have filed returns to the motion. In addition, the six law firms have filed a reply and an amended reply. These filings have been considered in issuing this order.

In its return, Consumer Affairs points out that, in addition to HMP, other parts of the MHAP may provide relief to homeowners. This includes Fannie Mae and Freddie Mac allowing refinancing of mortgage loans that they own or that they placed in mortgage backed securities where homeowners are current on their loans, Short Sales/Deeds-in-Lieu Program and the Home Price Decline Protection Incentives. While these programs are beyond the scope of this order, the following links provide information about those programs:
www.freddie.mac.com/sell/factsheets/relief_refi.html;
www.efanniemae.com/sf/mha/mharefi/pdf/refinancefaqs.pdf;
http://makinghomeaffordable.gov/refinance_eligibility.html;
www.treas.gov/press/releases/docs/05142009FactSheet-MakingHomesAffordable.pdf.

2011-05-02-01

The Supreme Court of South Carolina

Re: Mortgage Foreclosure Actions

ADMINISTRATIVE ORDER

On May 22, 2009, I issued an Administrative Order (Order No. 2009-05-22-01) applicable to mortgage foreclosure actions subject to the Home Affordable Modification Program ("HMP") instituted by the United States Treasury Department ("Treasury"). The program applied to residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac).

Subsequently, Treasury issued, by directive, additional guidance to servicers for adoption and implementation of the HMP for residential mortgage loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. However, the HMP is only applicable to such loans if the lender or servicer has agreed to participate in the HMP. Not all lenders or servicers have so agreed.

Since imposition of my prior order, the number of foreclosure actions filed in this State have continued to increase. The trial courts having jurisdiction over such actions have reported to this Court difficulty in making final disposition of these actions as a result of failed or delayed loss mitigation efforts between lender-servicers and mortgagor-debtors. As a result, the number of unresolved foreclosure actions has increased, with a resulting burden on the resources of the Court before which the action is pending.

The courts have reported that these failures are the result of a breakdown of loss mitigation efforts that all parties find to be in their best interests, if possible. The trial courts report that such breakdowns are largely the result of difficulty in communication between lender-servicers and debtors, and the fact that foreclosure actions are proceeding to conclusion without regard to ongoing loss mitigation efforts by the parties.

I further take judicial notice of the actions of courts in other jurisdictions describing a similar breakdown in the efforts of parties to foreclosure actions to reach a resolution of defaults in payment of mortgage loans.

Therefore, based on the foregoing, and in order to insure that eligible homeowners and lender-servicers have been afforded the benefits of loan modification or other loss mitigation where possible, and to insure that the procedures for handling issues relating to such efforts are handled uniformly throughout the State, so that mortgage foreclosure actions are not unnecessarily dismissed, delayed or inappropriately concluded while loan modification or other loss mitigation efforts are being pursued, it is ordered as follows:

A. Definitions:

For the purposes of this administrative order, the following definitions shall apply:

(1) "Mortgagor" shall include every owner, mortgagor, and debtor under the note and mortgage at issue.

(2) "Mortgagee" shall include the owner and holder of the note and mortgage, any party acting on behalf of the owner and holder of the note and mortgage for the purpose of receiving payments, dealing with the mortgagor, or administering the loan evidenced by the note and mortgage, and any party seeking foreclosure.

- (3) "Owner-Occupied dwelling" is defined as mortgaged real property that is the principal residence of any mortgagor.
- (4) "Court" shall include any judicial officer having jurisdiction over the foreclosure action, including any Circuit Court Judge, Master-In-Equity or Special Referee.
- (5) "Foreclosure intervention" shall include any policy, process or procedure employed by a Mortgagee for the purpose of seeking a resolution of a foreclosure action by loan modification or other means of loss mitigation.

B. Procedure in Foreclosure Actions:

The terms and conditions of this order shall apply to all mortgage foreclosure proceedings concerning Owner-Occupied dwellings in this State.

(1) Actions pending on May 9, 2011.

In all mortgage foreclosure actions pending on May 9, 2011, before any merits hearing in the case, or if an order of foreclosure has been entered, before any foreclosure sale, the Mortgagee shall, through its attorney of record, file with the court and serve upon every Mortgagor a notice of the Mortgagor's right to foreclosure intervention. All proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention.

No foreclosure hearing or foreclosure sale may be held in the foreclosure action until the Mortgagee's attorney certifies the following:

- (a) that the Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;
- (b) that the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;
- (c) that the Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee;
- (d) that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process; and,
- (e) that notice of the denial of loan modification or other means of loss mitigation has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; provided, that such notice shall also state that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint.

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

(2) Actions filed after May 9, 2011.

In all mortgage foreclosure actions filed after May 9, 2011, the Mortgagee's attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

C. General Conditions.

Throughout the foreclosure intervention process and the foreclosure action, the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagee's attorney, and the Mortgagor shall have the right to deal with the Mortgagee through the Mortgagee's attorney. This includes, without limitation, submission of all required information, negotiations, and consummation of any loan modification or other loss mitigation agreement. If the Mortgagor is represented by an attorney, then the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagor's attorney.

No document, statement or evidence of any kind shared, released or exchanged exclusively for purposes of foreclosure intervention pursuant to this order shall be admissible as evidence in any subsequent proceeding. The provisions of Rule 8 of the Court Annexed Alternative Dispute Resolution Rules ("ADR Rules") shall apply to all such documents, statements or evidence, as well as to all discussions, disclosures and negotiations occurring in any foreclosure intervention process.

A Mortgagee's attorney, by proceeding with a foreclosure, represents to the Court that the Mortgagee has fully complied with all provisions of this Order.

In the event that the Mortgagor and Mortgagee agree on any loan modification or other loss mitigation plan ("Agreement"), such Agreement shall be reduced to writing, executed by the Mortgagor and Mortgagee, and served on all parties in the case. Any pending case shall be stayed, and no hearing or foreclosure sale held for 90 days following the entry of any Agreement, unless the Mortgagor shall not comply with the terms of the Agreement.

Upon any failure by Mortgagor to comply with the terms of the Agreement before the expiration of 90 days from the date of the Agreement, the Mortgagee, through its attorney, shall file and serve on all parties a "Notice of Breach of Agreement". Upon filing and service of such notice, the foreclosure action may proceed in the ordinary course.

If the Mortgagor shall be in compliance with the terms of the Agreement after 90 days, the Mortgagee's attorney shall promptly file a notice of dismissal of the action without prejudice, and the case will be dismissed. Such notice of dismissal shall be served on all parties to the action.

The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an agreement for foreclosure intervention in good faith, the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys' fees and costs against the culpable party.

The Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules.

This order remains in effect unless amended or rescinded by the Chief Justice.

IT IS SO ORDERED.

Columbia, South Carolina
May 2, 2011

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Richland County
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge
Civil Action No. 2013-CP-40-0712

RECEIVED

JUN 30 2016

SC Court of Appeals

Green Tree Servicing, LLC,

Respondent,

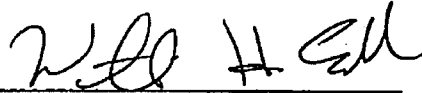
v.

Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks,

Appellant.

NOTICE OF APPEAL

Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks appeals the Order of the Honorable G. Thomas Cooper, Jr. dated April 9, 2016 and the Order Denying Appellant's Motion to Alter or Amend Judgment dated May 26, 2016 and filed May 31, 2016. Appellant received written notice of entry of this Order on June 3, 2016.


MOORE TAYLOR, P.A.
William H. Edwards
P.O. Box 5709
West Columbia, SC 29171
803-796-9160
Attorney for Appellant

Other Counsel of Record:

Magalie A. Creech, Esq.
P.O. Box 41489
Charleston, SC 29423

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2013CP4000712

RECEIVED

JUN 30 2016

Bank Of America N A

Jacqueline L Taylor

Jacqueline Taylor Hendricks

DEFENDANT(S)

SC Court of Appeals

PLAINTIFF(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge _____

Judge Code 2126

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Andrew Michael Wilson

Magalie Arcure Creech

Jacqueline Taylor Hendricks

William H. Edwards

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Jacqueline Taylor Hendricks

Court Reporter _____

Clerk of Court

Jeanette W. [Signature]

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2013CP4000712

Bank Of America N A

Jacqueline L Taylor

PLAINTIFF(S)

Jacqueline Taylor Hendricks

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order.		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge _____

Judge Code 2126

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 20 day of April, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Andrew Michael Willson

Magalie Arcure Creech

Jacqueline Taylor Hendricks

William H. Edwards

ATTORNEY(S) FOR THE PLAINTIFF(S)

Jacqueline Taylor Hendricks
ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette W. McInnis

SCANNED

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Green Tree Servicing, LLC,

PLAINTIFF,

vs.

Jacqueline L. Taylor a/k/a Jacqueline Taylor
Hendricks,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2013-CP-40-0712

ORDER GRANTING PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT ON
DEFENDANT'S COUNTERCLAIMS

RECEIVED

JUN 30 2016

SC Court of Appeals

RICHLAND COUNTY
FILED
2016 JUN 9 PM 3:31
JACQUELINE L. TAYLOR
& G.S.

This matter came before the Honorable G. Thomas Cooper, Jr., on Plaintiff's Motion for Summary Judgment on Defendant's Counterclaims, pursuant to Rule 56, South Carolina Rules of Civil Procedure ("SCRCP"), on the grounds that Defendant is judicially estopped from asserting her counterclaims. The Court conducted a hearing on the Motion on Monday, April 4, 2016. Based upon the arguments of counsel, memoranda submitted by the parties, and after considering the applicable law and facts related to this Motion, this Court finds as follows:

FINDINGS OF FACT

1. Green Tree Servicing, LLC ("Plaintiff"), commenced this action as a foreclosure against Jacqueline L. Taylor a/k/a Jacqueline Taylor Hendricks ("Defendant"), based upon her default in monthly payments under a note and mortgage assigned to Plaintiff.
2. After Defendant defaulted in her payments on November 1, 2009, Plaintiff provided Defendant with the required notices and declared the entire balance due and payable with the filing of a foreclosure action.
3. Defendant filed an Answer and Counterclaim on July 3, 2014, raising violation of the Real Estate Settlement and Procedures Act, violation of the Truth in Lending Act, breach of contract accompanied by violation of the covenant of good faith and fair dealing, intentional infliction of emotional distress, negligence, and violation of South Carolina Supreme Court Order 2011-05-02-01 as counterclaims. (Answer at ¶¶ 1-13). Plaintiff timely replied on August 8, 2014.

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SCANNED

4. Without leave of Court or consent of Plaintiff, Defendant subsequently filed an Amended Answer and Counterclaim on August 18, 2014, asserting breach of contract, intentional infliction of emotional distress, negligence, and violation of South Carolina Supreme Court Order 2011-05-02-01 as counterclaims. (Amended Answer at ¶¶ 1-13). In response, Plaintiff filed a Motion to strike Defendant's Amended Answer and Counterclaim on September 3, 2014.

5. Thereafter, Defendant filed for relief under Chapter 13 of the U.S. Bankruptcy Code on October 3, 2014. During the bankruptcy, Defendant submitted a Summary of Schedules to the United States Bankruptcy Court, District of South Carolina, on February 3, 2015 where she represented to the Bankruptcy Court under penalty of perjury that she did not possess any contingent or unliquidated claims of any nature, counterclaims, or rights of setoff. Defendant obtained a loan modification with Plaintiff during the pending of the bankruptcy. The bankruptcy was dismissed by order entered on March 13, 2016.

6. Subsequently, the foreclosure action was dismissed by order entered on August 17, 2015. Defendant's counterclaims were not dismissed and remain pending. Plaintiff then filed the instant Motion for Summary Judgment on the grounds that Defendant is judicially estopped from asserting any of the counterclaims raised as a defense in this foreclosure action because she did not disclose them in her bankruptcy proceedings.

CONCLUSIONS OF LAW

7. The test for determining whether to apply the doctrine of judicial estoppel requires the Court to inquire into whether: (1) two inconsistent positions were taken by the same party or parties in privity with each other; (2) the positions must be taken in the same or related proceedings involving the same parties or parties in privity with each other; (3) the party taking the position must have been successful in maintaining the first position and must have received some benefit; (4) the inconsistency must be part of an intentional effort to mislead the court; and (5) the two positions must be inconsistent. *Cothran v. Brown*, 357 S.C. 210, 215-216, 592 S.E.2d 629, 632 (S.C. 2004) (citing *Carrigg v. Cannon*, 347 S.C. 75, 83, 552 S.E.2d 767, 772 (Ct. App. 2001)).

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8. It is undisputed that factors one, two, and five regarding judicial estoppel have been satisfied. Defendant admits she did not disclose her counterclaims in the bankruptcy proceedings. Defendant, however, argues that the third and fourth factors have not been satisfied because she did not receive any benefit due to the dismissal of the bankruptcy proceedings. Defendant further argues that there is no evidence that she was engaged in an intentional effort to mislead the Bankruptcy Court because she disclosed her claims to her bankruptcy attorney, and he elected not to disclose them in Defendant's Summary of Schedules.

9. A review of the evidence and applicable law show that all five factors regarding judicial estoppel are satisfied. Defendant has clearly taken two inconsistent positions which involve the same parties, i.e., informing the Bankruptcy Court that she did not have any claims against any entities as part of the disclosure of her assets and her present counterclaims.

10. Further, Defendant had motive to fail to disclose the claims to the Bankruptcy Court because her recovery, if any, would have been made available to her creditors in the bankruptcy case, including Plaintiff. See *Calafiore v. Werner Enterprises, Inc.*, 418 F.Supp.2d 795, 798 (D. Md. 2006) ("if... undisclosed claim [or defenses] would have added assets to the bankruptcy estate, [the debtor] will usually be deemed to have had a motive to conceal those claims.").

11. Finally, Defendant argues the failure to disclose was inadvertent because she notified her bankruptcy attorney of her counterclaims and he elected not to include them in Defendant's schedules. However, even in such an instance, judicial estoppel still applies because disclosure of the claims would have increased the assets of the bankruptcy estate and thus Defendant is deemed to have had a motive to conceal those claims. See *Evans v. Allied Air Enterprises, Inc.*, CA 5:10-2029-MBS, 2011 WL 4548307 (D.S.C. Sept. 30, 2011) on reconsideration in part, CA 5:10-2029-TLW-SVJ, 2012 WL 2572266 (D.S.C. July 2, 2012) ("The courts will not permit a debtor to obtain relief from the bankruptcy court by representing that no claims exist and then subsequently to assert those claims for his own benefit in a separate proceedings. The interests of both the creditors, who plan their actions in the bankruptcy proceeding on the basis of information supplied in the disclosure statements, and the bankruptcy court,

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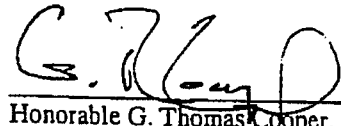
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which must decide whether to approve the plan of reorganizations on the same basis, are impaired when the disclosure provided by the debtor is incomplete."'). Accordingly, there is no genuine issue of material fact in dispute, and Defendant is judicially estopped from asserting any of the counterclaims raised in Plaintiff's prior foreclosure action.

It is, therefore, hereby

ORDERED that Plaintiff's Motion for Summary Judgment on Defendant's counterclaims is **GRANTED**.

IT IS SO ORDERED.


Honorable G. Thomas Cooper, Jr.,

Columbia, South Carolina

March 19, 2016

SCANNED

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
In the Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge
Civil Action No.: 2013-CP-40-0712

Case No. 2016-001389

Green Tree Servicing, LLC..... Respondent,

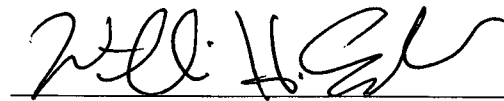
v.

Jaqueline L. Taylor a/k/a Jaqueline Taylor Hendricks Appellants.

CERTIFICATE OF COUNSEL

The undersigned counsel for Appellants certifies that the Record on Appeal
complies with Rule 210(g) SCAR.

Respectfully submitted,



William H. Edwards
MOORE TAYLOR LAW FIRM, P.A.
P.O. Box 5709
West Columbia, South Carolina 29171
Telephone: 803-796-9160
Attorney for Appellants

West Columbia, South Carolina
December 27, 2016