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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM AIKEN COUNTY  
M. Anderson Griffith, Master in Equity

**RECEIVED**

MAR 12 2019

SC Court of Appeals

Appellate Case No. 2018-000798

US Bank National Association as Trustee successor in interest to Bank of America, National Association as Trustee Successor by merger to LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2004-3, .....

Respondent,

v.

Anthony J. West and Janet L. West, .....

Appellants.

**MOTION TO STRIKE APPELLANTS' SECOND AMENDED INITIAL BRIEF AND SECOND AMENDED DESIGNATION OF MATTER**

Pursuant to Rule 240 of the South Carolina Appellate Court Rules, Respondent US Bank National Association ("US Bank") moves to strike the second amended initial brief and second amended designation of matter filed and served by Appellants Anthony J. West and Janet L. West. This motion also serves as further support for US Bank's argument that the court should deny Appellants' motion to reinstate this appeal.

**FACTUAL AND PROCEDURAL BACKGROUND**

Appellants first filed an initial brief on October 17, 2018. The brief contained two introductory sentences, a designation of matter, and a "statement of the case" that consisted of seventeen questions. Appellants did not file a proof of service, and the brief contained no argument or citation to authority. On October 19, 2018, the court sent two deficiency letters to Appellants. The letters instructed Appellants to fix several deficiencies in their initial brief and designation of

matter within ten days. Appellants refiled the exact same papers—which showed the original October 17, 2018 file stamp—as two separate documents on October 26, 2018. Appellants fixed only one of the deficiencies that the court expressly instructed them to fix. On October 30, 2018, the court issued two more deficiency letters. Appellants did not correct the deficiencies or file any additional documents within the ten-day deadline set by the second round of deficiency letters. On November 16, 2018, the court dismissed this appeal on the ground that Appellants failed to fix the deficiencies described in the court’s October 30, 2018 letters. Appellants attempted to file another brief and designation after the deadline, but the court returned the documents. Each of the four deficiency letters sent in October 2018 instructed Appellants to file proofs of service, but Appellants did not do so.

Appellants filed a motion to reinstate the appeal on December 3, 2018, which US Bank opposed. On January 25, 2019, the court issued an order requiring Appellants to serve and file a second amended initial brief and second amended designation of matter within twenty days of the order. (Or. filed Jan. 25, 2019). The order again instructed Appellants to “file separate proof of service documents indicating the date they served the second amended initial brief and second amended designation of matter on [US Bank].” (*Id.*). The court stated it would consider Appellants’ motion to reinstate the appeal upon the expiration of twenty days. (*Id.*).

Appellants filed a second amended initial brief and a second amended designation of matter on February 13, 2019. *See* (Filed Second Am. Brief, attached as **Exhibit A**; Filed Second Am. Designation, attached as **Exhibit B**). Appellants did not serve either document on US Bank. Moreover, neither document included a proof of service, and Appellants did not file a proof of service as required by the rules and the court’s January 25, 2019 order. *See* Rules 208(a)(1) & 209(a), SCACR. On February 21, 2019, the court issued two more deficiency letters—one

applicable to the initial brief and one applicable to the designation of matter—instructing Appellants to file a proof of service within ten days.

After the court issued the deficiency letters, Appellants mailed a second amended initial brief and a second amended designation of matter to counsel for US Bank.<sup>1</sup> *See* (Served Second Am. Brief, attached as **Exhibit C**; Served Second Am. Designation, attached as **Exhibit D**). Importantly, the brief and designation Appellants served on US Bank were *different documents* than the brief and designation Appellants filed with the court. Appellants then filed a proof of service claiming they served the second amended initial brief and second amended designation of matter by placing the documents in the mail on February 23, 2019. *See* (Proof of Service filed Mar. 6, 2019).

### **ARGUMENT**

This court should strike the second amended brief and designation of matter filed by Appellants and deny Appellants' motion to reinstate the appeal. First, Appellants failed to comply with the court's January 25, 2019 order; the February 21, 2019 deficiency letters; and the South Carolina Appellate Court Rules. The January 25, 2019 order contained three requirements: (1) serve a second amended initial brief and a second amended designation of matter, (2) file the second amended brief and second amended designation of matter, and (3) file a proof of service. (Or. filed Jan. 25, 2019). Appellants satisfied only one requirement—they filed both documents. *See* (Filed Second Am. Brief, **Ex. A**; Filed Second Am. Designation, **Ex. B**). They never served those documents on US Bank. Instead, after receiving deficiency letters, Appellants served

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<sup>1</sup> The second amended initial brief that Appellants mailed to counsel for US Bank is postmarked February 25, 2019. *See* (Served Second Am. Brief, **Ex. C**) (photocopy of envelope attached at end of exhibit). The second amended designation of matter does not contain a visible postmark. *See* (Served Second Am. Designation, **Ex. D**) (photocopy of envelope attached at end of exhibit). Counsel for US Bank received both documents on February 27, 2019.

*different documents* and filed a proof of service. *See* (Served Second Am. Brief, Ex. C; Served Second Am. Designation, Ex. D). Appellants therefore did not comply with the court order or the rules.

Second, the second amended brief filed by Appellants presents no issues that this court may consider. The brief contains no statement of issues on appeal and no legal argument. Although Appellants included a table of authorities listing a variety of state and federal statutes and what appears to be four cases from federal courts in California and the Ninth Circuit, *see* (Filed Second Am. Brief at 2–3, Ex. A), they did not cite any of those authorities in the body of their brief. The lack of a statement of issues alone renders Appellants’ brief unreviewable. *See* Rule 208(b)(1)(B), SCACR (“Ordinarily, no point will be considered which is not set forth in the statement of issues on appeal.”). The second amended brief *served* by Appellants complies with even fewer of the requirements. *See generally* (Served Second Am. Brief, Ex. C). It contains no argument, no facts, and no citation to any legal authority whatsoever. It consists of a single paragraph labeled “Statement of Case” followed by a list of thirty-one questions. Thus, even if the court is generous toward Appellants and construes their documents as complying with the filing and service requirements, the documents themselves still do not comply with the rules and do not provide any arguments to which US Bank can respond or on which an appellate court may rule. *See* Rule 208(b)(1), SCACR. Accordingly, the court should strike the second amended brief and designation of matter.

Third, this appeal has been dismissed and Appellants have not met the standard for reinstatement. Rule 260(a) provides that “[a] case *shall not* be reinstated except by leave of court, *upon good cause shown*, after notice to all parties.” Rule 260(a), SCACR (emphasis added). Thus, when the moving party fails to establish “good cause,” the rules do not allow this court to reinstate

the appeal. US Bank argued in response to Appellants' motion to reinstate that Appellants failed to show good cause. *See generally* (Ret. to Mot. to Reinstate filed Dec. 11, 2018). Appellants' latest round of filings does not change the analysis. They have failed to show good cause to reinstate this appeal. Appellants have not submitted a single filing in this appeal that has complied with all applicable rules, despite the court's explicit instructions. They have not offered any reason for their noncompliance and have failed to raise even a colorable argument that the master in equity's ruling was erroneous. The court properly dismissed this appeal, and it should deny the motion to reinstate.

Finally, it is inequitable to require US Bank to continue contesting this appeal—with the foreclosure action stayed—when Appellants do not present any reviewable issues to the court. US Bank understands the leniency traditionally granted to pro se appellants. However, even pro se appellants eventually must obey court orders and comply with the South Carolina Appellate Court Rules if they wish to have this court review the merits of their appeal. Even weighing the procedural equities heavily in favor of Appellants, this court properly dismissed this appeal and it should remain dismissed.

### **CONCLUSION**

US Bank respectfully requests that the court strike the second amended brief and designation of matter filed by Appellants because neither document complies with the rules or the court's January 25, 2019 order, and Appellants did not serve either of the filed documents on US Bank. The court should then deny Appellants' motion to reinstate the appeal.

Even if the court declines to strike Appellants' second amended brief and designation of matter, it should deny the motion to reinstate. Appellants have attempted to file an initial brief and designation of matter four times, but none of those attempts complied with the rules. The second

amended initial brief (both the filed version and the served version) contains nothing that may be ruled upon by this court, and US Bank should not be required to respond to either brief. *See Wise v. S.C. Dept. of Corr.*, 372 S.C. 173, 173, 642 S.E.2d 551, 551 (2007) (“Whenever it appears that an appellant has failed to comply with the requirements of the SCACR, an order of dismissal *shall* be issued” (emphasis added)). This court has been fair and generous to Appellants, and it made the right decision when it dismissed this appeal. Appellants have not shown good cause to justify reinstatement. *See* Rule 260(a), SCACR. The court should deny Appellants’ motion to reinstate.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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*Attorneys for Respondent US Bank National Association as Trustee successor in interest to Bank of America, National Association as Trustee Successor by merger to LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Mortgage Pass-Through Certificates, Series 2004-3*

Columbia, South Carolina

March 12, 2019

**Exhibit A**

**(2019.02.13 Second Amended Initial Brief of Appellants)**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM AIKEN COUNTY

Court of Master-in-Equity  
Case No. 2015-CP-02-00578

M. Anderson Griffith, Judge

Case No. 2018-000798

US Bank.....Respondent

vs.

Anthony J. West and Janet L. West.....Appellants

SECOND AMENDED INTITAL BRIEF OF THE APPELLANTS

Date: February 13, 2019



Anthony J. West, A/K/A Jerry West  
Janet L. West, F/K/A Janet L. Cox  
Pro Se Appellants

Residence of Aiken County, South Carolina

cc: William Price Stork, Esquire  
Tasha B. Thompson, Esquire  
Benjamin Rush Smith III, Esquire  
Nicholas Andrew Charles. Esquire  
The Honorable M. Anderson Griffith

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FEB 13 2019  
SC Court of Appeals

TABLE OF CONTENTS

Table of Authorities.....2

Statement of Issues on Appeal.....

Statement of Case.....4-9

Standard of Review.....

Facts.....

Arguments : Appellants Constitution Right to Procedural Due Process was violated Appellant's right to procedural due process under both The United States Constitution and The South Carolina Constitution. The 14<sup>th</sup> Amendment to The United States Constitution Guarantees The United States citizens that no state shall “deprive any person of life, liberty, or property without due process of law.” Article 1, Section 3 of The South Carolina Constitution guarantees the same right to South Carolina citizens.

Conclusion.....

Statues

TABLE OF AUTHORITIES  
CASES

RULES

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SC Rule 37

37-20-110 (1) (2)

37-20-130

37-22-110 (1) (2) (5) (9) (22) (I) (ii) (23) (24) (25) (27)

37-22-120 (A) 1 (B) (C)

37-22-140 (c) 28, 29, 32

SC Code Ann. 37-23-10

History 2003 Ant No. 42, Section 1 eff. January 01, 2004

SC Code 37-23-10 (1) (2) (6) 14

TABLE OF AUTHORITIES  
CASES

Javaheri vs. JP Morgan Chase 9<sup>th</sup> Circuit Court  
No. 12-56566 (Cv10-8185 ODW) Violation of Civil Code Sec 2923.5

Gillies vs. J.P. Morgan Chase 9<sup>th</sup> Circuit Court  
No. 13-55256 (District Court case No. CV12-10394GW)

Ernest Michael Bakenire on Behalf of himself and all similarly situated  
vs. JP Morgan Chase Bank, N.A  
Case SAV12-0060 JVS (MLGX)

Carswell vs. JP Morgan Chase  
Dist Ct No. CV10-5152 9<sup>th</sup> Circuit No. 11-55423

STATUTES

RESPA 1974

U.S. CODES

12 U.S.C. 2601et.Seq  
12 U.S.C. § 2601-2617  
12 U.S.C. 2602 (3) and 24 C.F.R. Part 3500.2(b)  
15 U.S.C. Sec. 1601 et. Seq  
18 U.S.C. §2- Aiding and Abetting  
18 U.S.C. § 371 Conspiracy  
18 U.S.C. §1343- Fraud by wire  
18 U.S.C. §1344- Bank Fraud

The National Affordable Housing Act of 1990

State Board of Financial Institutions Chapter 1 title 34

TILA- Truth In Lending Act

History :2009 Act No 67 Section 2 Eff January 1, 2010  
2017 Act No. 93 (5.3660 Section 1, eff September 16, 2017

Nationwide Licensing System Registry  
History 2009 Act No. 67 Sec. 2 eff. January 01, 2010  
2017 Act No. 93 (5.366) Sec. 1 eff. September 16, 2017

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M. Anderson Griffith, Judge

Case No. 2018-000798

US Bank.....Respondent

vs.

Anthony J. West and Janet L. West.....Appellants

SECOND AMENDED INTITAL BRIEF OF THE APPELLANTS

---

STATEMENT OF CASE

This case arises by allege refinanced lender Aames Funding Corporation DBA Aames Home Loans of California commenced by closing attorney Dufour and Broker with First Funding Mortgage on January 02, 2004. Closing Attorney Raymond telling us to put December 2003 date on papers. A HUD Settlement Sheet stating Aames of Florida, of the cost breakdown given by Attorney Dufour. There was no notary present. False misrepresentation of egregious and ongoing fraudulently representation schemes, deceptions, of unclear/unknown lender(s) and LaSalle Bank indicated as lender of Appellants Chapter 7 Bankruptcy in 2005. Preponderance of evidence of improper, illegal use of the allege Plaintiffs, it's counsel,

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predecessors, perpetrators, illegal actions on the Appellants identity, credit and property,

Pursuant SC Rule 37

Judge Griffith proceedings favoring kindness towards Attorney Raymond Dufour SC Bar #  
and Plaintiffs Attorney William Stork, SC Bar #10042.

Aiken County Judge Griffith Master-in-Equity; may have an conflict of interest, and/or aided and  
abetted. In order to keep the true matters sealed of illegal actions by others. Appellants income  
during 2003-2011 \$25,000.00 to \$31,000.00 the loan was for \$81,0000. The appraisal was  
inflated. Appellants were paying by these bank names during the years: Chase Manhattan Bank,  
Chase Home Finance, Chase Home Mortgage, JP Morgan Chase which ever name was told or  
indicated on statements at the time.

---

STATEMENT OF CASE

This case arises by allege refinanced lender Aames Funding Corporation DBA Aames Home Loans of California commenced by closing attorney Dufour and Broker with First Funding Mortgage on January 02, 2004. Closing Attorney Raymond telling us to put December 2003 date on papers. A HUD Settlement Sheet stating Aames of Florida, of the cost breakdown given by Attorney Dufour. There was no notary present. False misrepresentation of egregious and ongoing fraudulently representation schemes, deceptions, of unclear/unknown lender(s) and LaSalle Bank indicated as lender of Appellants Chapter 7 Bankruptcy in 2005.

Preponderance of evidence of improper, illegal use of the allege Plaintiffs, it's counsel, predecessors, perpetrators, illegal actions on the Appellants identity, credit and property, Pursuant SC Rule 37

Judge Griffith proceedings favoring kindness towards Attorney Raymond Dufour SC Bar # and Plaintiffs Attorney William Stork, SC Bar #10042.

Aiken County Master-in-Equity; may have an conflict of interest, and/or aided and abetted. In order to keep the true matters sealed of illegal actions by others. Appellants income during 2003-2011 \$25,000.00 to \$31,000.00 the appraisal was inflated. Janet West lost future retirement benefits with The Aiken County Government ABBE Regional Library System and had to cash out \$3,000.00 to pay Chase Manhattan Bank, Chase Home Finance, Chase Home Mortgage, JP Morgan Chase which ever name was told or indicated on statements at the time.

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STATEMENT OF CASE

Paid Aames for a month, till receiving letter dated February 12, 2004 from Aames Home Loans  
350 S. Grand Avenue, 42<sup>nd</sup> Floor, Los Angeles California 90071

In reference to court hearing February 01, 2018. (No one was sworn in for proceeding.) Creel  
Court Reporting present. Judge M. Anderson Griffith order March 26, 2018 in favor of the  
Plaintiffs. (Noticed Amended Answers with Exhibits was stamped as exhibits for February 02,  
2018 after the court hearing.)

The judge ignored, disregarded our statements orally in court, and filings Answers April 2015  
and Amended Answers May 01, 2015 with exhibits. Or email transmittal's throughout March  
2015 through April 2018 (to or by) the clerk of court, or received or sent by Plaintiffs Counsel,  
Clerk of Court, Master-In-Equity or Defendants.

August 2017 Judge Griffith only approved the Note for the Plaintiffs counsel to produce.

Judge was adamant stating "we (The Defendants) could get the records from Aiken County."

I/we the Defendants informed the Judge, "Even though the assignment of mortgage was  
recorded, does not mean it is true or accurate." Aames Home Loans and Aames Funding  
Corporation has been recorded at The Aiken County Records December 2003.

Assignment of Mortgage was recorded July 11, 2014 by Chase C/O Nationwide Title Clearing  
LLC, Florida, however the notary is from Louisiana.

7

### STATEMENT OF CASE

As for the invalidated mortgage and note signing, The notary was not present at the signing and the notary signature defer from signature on Mortgage filed December 31, 2003.

According to Aiken County Records, Mortgage is indicated as Aames out of California, but the Settlement sheet by Raymond Dufour indicates Aames from Florida.

Appellants subpoena Closing Attorney Raymond Dufour when Appellants noticed his affidavit in the records Plaintiffs submitted.

Appellants discovered on February 01, 2018, closing Attorney Raymond Dufour paid Savannah River Federal Credit Union \$58,714.11 dated December 31, 2003.

Appellant's filed an memo of opposition, January 31, 2018, Error, as it was to be in support of recent findings to include in Appellants arguments. The appraisal document received by Attorney William Stork, on August 31, 2017. Indicated First Funding as the lender and there was no mobile home listed on document.

Reference to court hearing August 31, 2017 with Judge Griffith residing. Motion to Order by Appellant's. Pursuant SC Rule 33 and Rule 34. (No one was sworn in for the proceeding.) The Aiken County Employee of Judge Griffith was present recording the proceeding.

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STATEMENT OF CASE

The judge denied court hearing, however, apparently change his mind. Judge only allowed the note to produce. (CD given to Appellants, and unable to hear clearly.) (unsure if Plaintiffs Counsel paid for proceeding.)

Reference to June 13, 2016 court with Judge Early presiding without Appellant's on the rosters. Appellants were present, and according to Kim on the same day. Appellant's received in US Postal Mail, an Form 4 indicating an intervention between the parties, and the case was dismissed. However an deception, as Appellants with knowledge of many years of experience.

Chase approval by telephone conversation June or July 2009 than many years afterwards, through US Postal Mailing, denied, any kind of modification, nothing available, or we did not qualify. Many letters from Chase of contradictions to apply, then did not qualify.

Appellants received letter dated; February 12, 2015 Scott Law Firm, P.A. Attorney William S. Koehler informing Respondents referred to their firm for Foreclosure, however, alternatives may be available to avoid the foreclosure. This letter stating Chase Bank, N.A. is the server for US Bank.

On March 06, 2015 the Respondents; US Bank, and it's counsel filed a foreclosure on the Appellants primary residents located in Aiken County, South Carolina.

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM AIKEN COUNTY  
Master -in- Equity Judge Anderson M. Griffith

Case No. 2015-02-CP-00578

Appellant Case 2018-00798

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SC Court of Appeals

U.S. Bank,

Respondent's

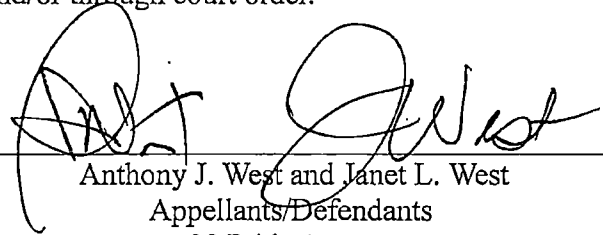
vs.

Anthony J. West, and Janet L. West

Appellant's

I certify that this Second Amended Initial Brief contains no matter which is irrelevant to this appeal. Any information provided has been through filings by Plaintiffs and Defendants and exhibit's May 01, 2015 and/or through court order.

February 13, 2019

  
Anthony J. West and Janet L. West  
Appellants/Defendants  
39 Pride Avenue  
Graniteville, S.C. 29829-3905  
803-391-8850

**Exhibit B**

**(2019.02.13 Second Amended Designation of Matter of Appellants)**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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SECOND AMENDED DESIGNATION OF MATTER OF APPELLANTS

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Appellant's proposes the following be included in the Record on Appeal:

1. Assignment of Mortgage recorded July 11, 2014 Aiken County Records/Mesne (Defendants Exhibit filed May 01, 2015.) And, Complaint to Louisiana
2. Letter February 12, 2015 Mortgage has been referred to Plaintiffs/Respondents firm Scott and Corley, P.A. Attorney William Koehler SC bar no.
3. Plaintiffs Summons, Complaint, Administrative Order for Intervention, clerk hand stamped March 06, 2015. For Attorney Andrew M. Wilson, SC Bar no. 72553
4. Server ProVest, LLC for Respondents documents hand delivered on March 17, 2015 to Appellants (18) eighteen-year-old son; Wyatt West
5. Plaintiffs Summons requiring Defendants to appear and defend by answer within (30) thirty 2712 Middleburg Drive, Suite 200 Columbia, S.C. 29201 or by mailing to PO Box 2065 Columbia, S.C. 29202
6. Lis Pendens indicating Aames Funding Corporation DBA Aames Home Loans of California December 26, 2003
7. Defendants Emails to Clerk of Court, Master in Equity employee's

8. Defendants Answers filed/docket April 16, 2015
9. Defendants Amended answers with Exhibits filed May 01, 2015.
  - (1.) Aames letter dated March 2004 stating the loan will be sold, assigned or serviced by Chase Manhattan Bank. Aames Loan ending# Chase Loan ending #9956
  - (2.) US Department of Urban Development Settlement Statement listing Aames Home Loan Jacksonville, Florida 32256,
  - (3.) Uniform Residential Appraisal Report, file no. 031107a,
  - (4.) email to Sam Cox, Broker dated: January 31, 2012,
  - (5.) Western Union letter dated December 27, 2010,
  - (6.) Chase letter dated March 02, 2012 indicating Aurora Loan Servicing, Chase being the owner on June 14, 2005
  - (7.) Six pages on Bankruptcy Chapter 7, 05-02057jw Movant: LaSalle Bank, National Association
  - (8.) Chase letter dated March 12, 2012 Notice of Assignment, Sale or Transfer of Servicing Rights
  - (9.) Chase letter dated March 29, 2012 transferring to Ocwen
  - (10.) Email June 01, 2015 transmittal from Vance Bradham indicating gathering documents, and July 11, 2015 forwarded to Aiken County informing, I have not received documents.
10. Witness, nor Notary was not in attendance at the closing Mortgage Vol 3431 page 276
11. Aiken County Government May 12, 2014 E-Services RMC Mortgage record book 3431/261 indicating Aames Funding Corporation and Aames Home Loans
12. Bankruptcy #05-02057 Chapter 7 June 2005.
13. SC Housing Answers filed April 06, 2015.
14. Defendants West First Set of Request for Production to Plaintiffs September 14, 2015.
15. Defendants response to Plaintiffs First Set of Admissions filed September 14, 2015.

16. Defendants letter filed November 05, 2015 with the clerk of court. The plaintiffs have failed to comply with discoveries.
17. Plaintiffs response to Defendants First Set of Request for Production June 13, 2016  
Attorney Andrew Sullivan; SC Bar No. 100464
18. Court of Common Pleas dated June 13, 2016 (Would like to Request transcript.)  
(Defendants were informed in person, while informing the court, we were present, and we were not on the roster.)
19. Judge Early signed a form 4 indicating a hearing or trial on June 13, 2016 and case was an intervention and case is dismissed w/o/p due to Hamp with leave to restore and this order ends.
20. Plaintiffs counsel Tasha Thompson SC Bar No. 76415 Motion no hearing and a Motion and Order to restore May 16, 2017,
21. Plaintiffs counsel filed an order to restore to active docket May 23, 2017,
22. Plaintiffs counsel William Stork; SC Bar No. filed May 26, 2017 stated as of May 12, 2017 Defendants failed, declined or voluntary elected not to participate in a foreclosure intervention,
23. Plaintiffs order referred to the Master or Special Referee May 31, 2017,  
Defendants filed June 30, 2017 letter and Certificate of Service to Plaintiffs, an answer regarding Administrative Order 2011-05-02-01  
(Electronically stamped by clerk of court.)
24. Defendants Motion to compel an order pursuant SC Rule 33 and SC Rule 34 for plaintiffs to answer and re-answer filed clerk of court hand stamped June 30, 2017,
25. Defendants email transmittal to Clerk of court and Respondent's Attorney Vance Bradham, SC Bar No 10042,
26. Reference of Defendants Motion to Compel received a letter from Plaintiffs of a hearing set for August 15, 2017 at 11:00am. Filed electronically by Plaintiffs Senior attorney William Stork SC Bar No. 10042

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M. Anderson Griffith, Judge

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Case No. 2018-000798

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US Bank.....Respondent

vs.

Anthony J. West and Janet L. West.....Appellants

**SECOND AMENDED DESIGNATION OF MATTER OF THE APPELLANT'**

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DESIGNATION OF MATTER

- 27 Defendants Motion for a continuance to seek legal representation, and waiting to hear from August 29, 2017 (hand stamped by clerk of court.)
- 28 Appellants received by hand delivery from Plaintiffs Senior Attorney William Stork on August 30, 2017
29. Appellant Janet West made a note of receiving the letter dated June 10, 2016 in Response to Defendants First Set of Request for Production. With Attachments consisting of objections and limitation 8 pages,
- 30 Defendants request for a foreclosure intervention with signatures,
- 31 Plaintiffs Paralegal Caroline Lester letter dated December 29, 2017 Notice of Hearing February 01, 2018 10:00am. Motion for Summary Judgment for the purpose of reviewing affidavits, testimony, findings of facts and conclusions of law without further order of the court.
- 32 August 30, 2017 Appellants Motion to Order respondents to comply with discoveries, pursuant to SC Rule 33 and SC Rule 34, however, our understanding Judge Decline to continue the motion hearing, however, continued only approving the note to

view. The Plaintiffs Counsel William Stork called firm for a check for the recorder employed by Master in Equity. We have received a CD. Unable to hear.

- 33 December 29, 2017 plaintiff's e filed a memorandum on support of The Motion for Summary Judgment. 54 pages total and Plaintiffs exhibit #6 An Affidavit from Closing Attorney Raymond Dufour, SC Bar No. \*
- 34 Defendants electronically e filed/stamped January 31, 2018 paid on February 01, 2018 Memorandum in Opposition and for summary judgment for damages, court fees, and for Master in Equity; Judge Griffith to deny Plaintiffs claim of attorney fees.
- 35 Transcript by Creel Court Reporting, INC., Cortney Glover for court date February 01, 2018,

- 
- 36 Raymond Dufour letter dated December 31, 2003 with copy of Dufour & Dufour trust Account was provided on February 01, 2018 per Appellants Subpoena.
  - 37 Master in Equity Judge Griffith Order March 26, 2018, type: Master/Order/Form 4, Respondent's March 27, 2018 certificate of service pertaining to an order.
  38. Appellant's email transmittal April 05, 2018 to Clerk of Court, Master in Equity, Respondent's Attorney William Stork and Maria W of Scott and Corley, P.A. Law Firm.
  - 39 Regarding Closing Attorney Raymond Dufour failing to submit all copies of disbursements, or the duties he performed with documents of evidence.
  - 40 Appellants Motion for an Extension to Master in Equity Judge Griffith; April 06, 2018
  - 41 Appellants noticed The Master in Equity employee filed Appellant's exhibits April 24, 2018. (Exhibits originally filed May 01, 2015.)
  42. Documents recorded by Plaintiffs Counsel and hand delivered by Attorney William Stork, SC Bar # August 31, 2018
  43. Who notarized the closing on mortgage December 26, 2003? Notary signatures are different.

THE STATE OF SOUTH CAROLINA  
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APPEAL FROM AIKEN COUNTY  
Master -in- Equity Judge Anderson M. Griffith

Case No. 2015-02-CP-00578

Appellant Case 2018-00798

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SC Court of Appeals

U.S. Bank,

Respondents

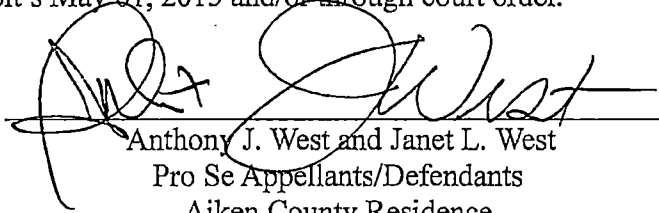
vs.

Anthony J. West and Janet L. West

Appellants

I certify that this Second Amended Designation of Matter contains no matter which is irrelevant to this appeal. Any information provided has been through filings by Plaintiffs and Defendants and exhibit's May 01, 2015 and/or through court order.

February 13, 2019

  
\_\_\_\_\_  
Anthony J. West and Janet L. West  
Pro Se Appellants/Defendants  
Aiken County Residence

**Exhibit C**

**(2019.02.25–Served – Second Amended Initial Brief of the  
Appellant)**

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APPEAL FROM AIKEN COUNTY  
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US Bank.....Respondent

vs.

Anthony J. West and Janet L. West.....Appellants

**SECOND AMENDED INTITAL BRIEF OF THE APPELLANT'**

---

STATEMENT OF CASE

On March 17, 2015 Appellants eighteen-year-old son, Wyatt West, was served by Plaintiffs ProVest LLC; Civil Action Cover Sheet, Certificate of Exemption/Withdrawal from Arbitration, Lis Pendens, Summons, and Complaint, Administrative Order.

On June 14, 2014 an fabricated Assignment of Mortgage by Chase c/o Nationwide Title Company LLC of Florida was recorded in Aiken County, SC records on July 11, 2014 and Appellants complaint on Notary Todd C. Sylvester was mailed certified to Louisiana Secretary of State Notary Division, P.O. Box 94125, Baton Rouge, LA 70804 August 13, 2014 time frame.

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM AIKEN COUNTY  
Court of Master-in-Equity  
Case No. 2015-CP-02-00578

M. Anderson Griffith, Judge

Case No. 2018-000798

US Bank.....Respondent

vs.

Anthony J. West and Janet L. West.....Appellants

SECOND AMENDED INTITAL BRIEF OF THE APPELLANTS

STATEMENTS OF ISSUES ON APPEAL

- 1) Did Judge Griffith comply with his duties of law?  
Did Judge Griffith have a conflict of interest in this case?
- 2) Did Judge Griffith show overly kindness towards Attorney Raymond Dufour at court February 01, 2018?
- 3) Did the Plaintiff's, its counsel, and unknown perpetrators reluctant or delayed or truthful complying Appellants Discoveries?
- 4) Is the transcript of the court reported with Creel Court Reporting for February 01, 2018 written truly in it's entirety of what was communicated by the Judge, Defendant's and Plaintiff's?
- 5) Was the Assignment of Mortgage fabricated June 2014 in order to defraud?
- 6) Any illegal reason the Appellants were not notified from Chase, the Assignment was recorded?

- 7) Did Chase or predecessors defraud claiming, the Plaintiffs in this case, Ocwen, or Aurora has/had or have a legit chain of title or invested legal interest to Appellants residence in South Carolina?
- 8) Did Aames of California or Florida have a license to conduct mortgage lending in South Carolina during 2003 and 2004?
- 9) Did First Funding Mortgage broker Sam Cox misrepresent his duties for multiple profits to defraud?
- 10) Did Appellant's sign a mortgage and note on December 26, 2003?
- 11) Are the mortgage and note separated?
- 12) Was the mortgage of the allege plaintiffs detailed in this case starting with US Bank, Aurora, or Ocwen secularized?
- 13) Did Closing Attorney Raymond Dufour defraud the Appellants?

STATEMENTS OF ISSUES ON APPEAL

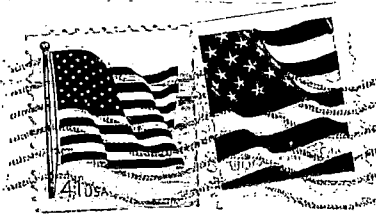
- 14) Did Appellant's have a choice or ample time to hire a closing attorney of our choosing?  
Was the appraisal inflated and untruthful information indicated?
- 15) Did the Appellant's have the opportunity to rescind within three days of the signing of December 26, 2003 or actual date of January 01, 2004?
- 16) We're The Closing attorney Dufour and Broker Sam Cox in the same room at signing of the mortgage and note?
- 17) Was there a notary present; was the seal of the notary on the documents?
- 18) Did the plaintiffs contradict themselves in correspondence in this case of not knowing of Defendants Bankruptcy 2005?
- 19) Why are many of the plaintiffs Counsel with Scott and Corley leaving their law firm regarding this case?
- 20) Why are their new appearances from Nelson, Mullins, Riley, and Scarborough Law Firm?
- 21) Did Nelson, Mullins, Riley and Scarborough mail Appellants a letter to settle for money, to keep out of court?
- 22) Why hasn't William Koheler, Andrew Wilson, William Stork, Norm Bradham notified the court to be relieved in this case?
- 23) Did Chase fabricate the Assignment of Mortgage?
- 24) Did Nationwide Title Clearing Company LLC of Florida a third company hired by Chase or other to perform the title search, etc. regarding The West property located in SC?
- 25) Did Nationwide Title Clearing Company LLC of Florida aid and abet Chase to seal the true matters regarding this case?
- 26) Did The Closing Attorney Raymond Dufour provide or truly pay all indicated on the HUD Settlement Sheet?
- 27) Was property located in SC indicated in this case an inflated appraisal?
- 28) Is there or were there a legitimate legal chain of title?

- 29) Did Appellants discover discrepancies under Qualified Written Request mailed certified to US Bank, Bank of America, LaSalle Bank, Aurora Bank, Ocwen listed in this complaint?
- 30) Was the mortgage and note listed with MERS, Fannie Mae, and Freddie Mac?
- 31) Is this case an Interstate violation?

West  
39 Pride Ave.  
Graniteville S.C. 29829

AUGUSTA GA 309

25 FEB 2019 PM 1 L



Nelson Mullins Riley  
and Scarborough  
Attorney Rush Smith  
Attorney William Andrew  
P.O. Box 11040

2321 181070

Columbia, SC 29201-1070

**Exhibit D**

**(2019.02.25-Served – Second Amended Designation of Matter of  
the Appellant's)**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM AIKEN COUNTY  
Court of Master-in-Equity  
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M. Anderson Griffith, Judge

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Case No. 2018-000798

---

US Bank.....Respondent

vs.

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**SECOND AMENDED DESIGNATION OF MATTER OF THE APPELLANT'S**

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DESIGNATION OF MATTER

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Appellant's proposes the following be included in the Record on Appeal:

1. Assignment of Mortgage recorded July 11, 2014 Aiken County Records/Mesne (Defendants Exhibit filed May 01, 2015.) And, Complaint to Louisiana
2. Letter February 12, 2015 Mortgage has been referred to Plaintiffs/Respondents firm Scott and Corley, P.A. Attorney William Koehler SC Bar no.
3. Plaintiffs Summons, Complaint, Administrative Order for Intervention, hand stamped by clerk March 06, 2015 at 2:00P.M. For Attorney Andrew M. Wilson, SC Bar no. 72553
4. Server ProVest, LLC for Respondents documents hand delivered on March 17, 2015 to Appellants (18) eighteen-year-old son; Wyatt West
5. Plaintiffs Summons requiring Defendants to appear and defend by answer at 2712 Middleburg Drive, Suite 200 Columbia, S.C. 29201 or by mailing to PO Box 2065 Columbia, S.C. 29202 within 30 days.

6. Lis Pendens indicating Aames Funding Corporation DBA Aames Home Loans of California December 26, 2003
7. Defendants Emails to Clerk of Court, Master in Equity employee's
8. Defendants Answers filed/docket April 16, 2015
9. Defendants Amended answers with Exhibits filed May 01, 2015.
  1. Aames letter dated March 2004 stating the loan will be sold, assigned or serviced by Chase Manhattan Bank.
  2. US Department of Urban Development Settlement Statement listing Aames Home Loan Jacksonville, Florida 32256,
  3. Uniform Residential Appraisal Report, file no. 031107a,
  4. email to Sam Cox, Broker dated: January 31, 2012,
  5. Western Union letter dated December 27, 2010,
  6. Chase letter dated March 02, 2012 indicating Aurora Loan Servicing, Chase being the owner on June 14, 2005 Bankruptcy Chapter 7, and modification information
  7. Chase letter dated March 12, 2012 Notice of Assignment, Sale or Transfer of Servicing Rights
  8. Chase letter dated March 29, 2012 transferring to Ocwen
  9. Email June 01, 2015 transmittal from Vance Bradham indicating gathering documents, and July 11, 2015 forwarded to Aiken County informing, I have not received documents.
  10. Witness was not in attendance at the closing Mortgage Vol 3431 page 276
  11. Aiken County Government May 12, 2014 E-Services RMC Mortgage record book 3431/261 indicating Aames Funding Corporation and Aames Home Loans
  12. Bankruptcy Chapter 7 June 2005.
  13. SC Housing Answers filed April 06, 2015.

14. Defendants West First Set of Request for Production to Plaintiffs September 14, 2015.
15. Defendants response to Plaintiffs First Set of Admissions filed September 14, 2015.
16. Defendants letter filed November 05, 2015 with the clerk of court. The plaintiffs have failed to comply with discoveries.
17. Plaintiffs response to Defendants First Set of Request for Production June 13, 2016 Attorney Andrew Sullivan; SC Bar No. 100464
18. Court of Common Pleas dated June 13, 2016 (Would like to Request transcript.) (Defendants were informed in person, while informing the court, we were present, we were not on the roster.)
19. Judge Early signed a form 4 indicating an hearing or trail on June 13, 2016 an case was in an intervention and case is dismissed w/o/p due to Hamp with leave to restore and this order ends.
20. Plaintiffs counsel Tasha Thompson SC Bar No. 76415 Motion no hearing and a Motion and Order to restore May 16, 2017,
21. Plaintiffs counsel filed an order to restore to active docket May 23, 2017,
22. Plaintiffs counsel William Stork; SC Bar No. filed May 26, 2017 stated as of May 12, 2017 Defendants failed, declined or voluntary elected not to participate in a foreclosure intervention,
23. Plaintiffs order referred to the Master or Special Referee May 31, 2017, Defendants filed June 30, 2017 letter and Certificate of Service to Plaintiffs, an answer regarding Administrative Order 2011-05-02-01 (Electronically stamped by clerk of court.)
24. Defendants Motion to compel an order pursuant SC Rule 33 and SC Rule 34 for plaintiffs to answer and re-answer filed clerk of court hand stamped June 30, 2017,
25. Defendants email transmittal to Clerk of court and Respondent's Attorney Vance Bradham, SC Bar No 10042,
26. Reference of Defendants Motion to Compel received a letter from Plaintiffs of a hearing set for August 15, 2017 at 11:00am. Filed electronically by Plaintiffs Senior attorney William Stork SC Bar No. 10042

27. Defendants Motion for a continuance to seek legal representation, and awaiting to hear from August 29, 2017 (hand stamped by clerk of court.)
29. Appellants received by hand delivery from Plaintiffs Senior Attorney William Stork on August 30, 2017
30. Appellant Janet West made a note of receiving the letter dated June 10, 2016 in Response to Defendants First Set of Request for Production. With Attachments consisting of objections and limitation 8 pages,
31. Defendants request for a foreclosure intervention with signatures,
32. Plaintiffs Paralegal Caroline Lester letter dated December 29, 2017 Notice of Hearing February 01, 2018 10:00am. Motion for Summary Judgment for the purpose of reviewing affidavits, testimony, findings of facts and conclusions of law without further order of the court.
33. August 31, 2017 Appellants Motion to Order respondents to comply with discoveries, pursuant to SC Rule 33 and SC Rule 34, however, our understanding Judge Declined to continue the motion hearing, however, continued only approving the note to view. The Plaintiffs called firm for a check for the recorded employed by Master in Equity. We have received an CD. Unable to hear.
34. December 29, 2017 plaintiffs e file a memorandum on support of The Motion for Summary Judgment. 54 pages total and Plaintiffs exhibit #6 An Affidavit from Closing Attorney Raymond Dufour
35. Defendants electronically e filed/stamped January 31, 2018 Memorandum in Opposition and for summary judgment for damages, court fees, and for Master in Equity; Judge Griffith to deny Plaintiffs claim of attorney fees.
36. Transcript by Creel Court Reporting, INC., Cortney Glover for court date February 01, 2018,
37. Raymond Dufour letter dated December 31, 2003 with copy of Dufour & Dufour trust Account was provided on February 01, 2018 per Appellants Subpoena.
38. Master in Equity Judge Griffith Order March 26, 2018, type: Master/Order/Form 4,
39. Respondent's March 27, 2018 certificate of service pertaining to an order.

40. Appellant's email transmittal April 05, 2018 to Clerk of Court, Master in Equity, Respondent's Attorney William Stork and Maria W of Scott and Corley, P.A. Law Firm.
41. Regarding Closing Attorney Raymond Dufour failing to submit all copies of disbursements, or the duties he performed with documents of evidence.
42. Appellants Motion for an Extension to Master in Equity Judge Griffith; April 06, 2018, receipt 59341
43. Appellants noticed The Master in Equity employee filed Appellant's exhibits April 24, 2018. (Exhibits originally filed May 01, 2015.)
44. Documents recorded by Plaintiffs Counsel and hand delivered by Attorney William Stork, SC Bar # August 31, 2018
45. Who notarized the allege closing on mortgage December 26, 2003? Notary signatures are different.

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STATEMENTS OF ISSUES ON APPEAL

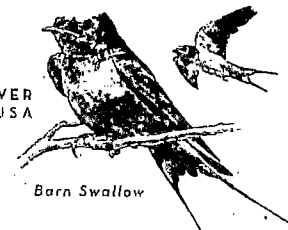
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- 13) Was the mortgage of the allege plaintiffs US Bank and Aurora, Ocwen secularized?
- 14) Did Closing Attorney Raymond Dufour inform the Defendants. "we had to put a 2003 date on papers?
- 15) Did Appellant's have a choice or ample time to hire an closing attorney of our choosing?
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FOREVER  
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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM AIKEN COUNTY  
The Master in Equity Judge M. Anderson Griffith

Case No. 2015-CP-02-0578  
Appellate Case No. 2018-000798

**RECEIVED**

MAR 12 2019

**SC Court of Appeals**

US Bank National Association as Trustee successor in interest  
to Bank of America, National Association as Trustee  
Successor by merger to LaSalle Bank National Association, as  
Trustee for Structured Asset Investment Loan Trust Mortgage  
Pass-Through Certificates, Series 2004-3,.....

Respondent,

v.

Anthony J. West and Janet L. West, .....

Appellants.

**PROOF OF SERVICE**

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins  
Riley & Scarborough LLP, attorneys for Respondent, do hereby certify that I have served all  
counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of  
the same by United States Mail, postage prepaid, to the following address(es):

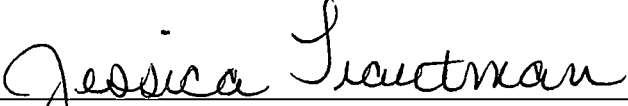
Pleadings:

Respondents' Motion to Strike Appellants' Second Amended  
Initial Brief and Second Amended Designation of Matter

Counsel & Pro Se Parties Served:

Anthony J. West  
Janet L. West  
39 Pride Avenue  
Graniteville, SC 29829-3905

William Price Stork  
Scott & Corley, P.A.  
2712 Middleburg Dr., Suite 200  
Columbia, SC 29204

  
\_\_\_\_\_  
Jessica Trautman  
Administrative Assistant

March 12, 2019



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NELSON MULLINS RILEY & SCARBOROUGH LLP  
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March 12, 2019

**Hand Delivered**

The Honorable Jenny Abbott Kitchings  
Clerk of Court  
South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, South Carolina 29211

**RECEIVED**

MAR 12 2019

**SC Court of Appeals**

RE: US Bank National Association v. Anthony J. West and Janet L. West  
Appellate Case No. 2018-000798  
Our File No. 011281/02614

Dear Ms. Kitchings:

Enclosed please find the original and seven copies of Respondents' Motion to Strike Appellants' Second Amended Initial Brief and Second Amended Designation of Matter in the above-reference matter. A check in the amount of \$50.00 is enclosed as the required filing fee. We would ask that you file the original and return a clocked-in copy to us via our courier.

By copy of this letter, we are hereby serving the Appellants with a copy of same.

Very truly yours,

A handwritten signature in cursive script that reads 'Nick Charles'.

Nicholas A. Charles

NAC:jlt  
Enclosure  
cc: Anthony J. West  
Janet L. West  
William Price Stork, Esquire