

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
CIRCUIT COURT

Clyde N. Davis, Jr., Special Referee for York County

Cases No. 2009-CP-46-03996

JP Morgan Chase Bank, National Association, Respondent,
v.
Leah B. Sample and JP Morgan Chase Bank, National
Association s/b/m to Provident National Bank, Defendants,
Of Whom Leah B. Sample is the Appellant.

RECORD ON APPEAL

David B. Sample
1506 Ebenezer Road
Rock Hill, South Carolina 29732
(803) 981-9900
Attorney for Appellant

Michael J. Anzelmo
B. Rush Smith, III
Nelson Mullins Riley & Scarborough, LLP
P.O. Box 11070
Columbia, SC 29211
Attorneys for Respondent

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SC Court of Appeals

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

JPMorgan Chase Bank, National Association

PLAINTIFF,

VS.

Leah B. Sample and JPMorgan Chase Bank,
National Association s/b/m to Providian
National Bank

DEFENDANTS.

(090268.00910)

IN THE COURT OF COMMON PLEAS

CASE NO. 2009-CP-46-03996

**SPECIAL REFEREE'S ORDER
DENYING DEFENDANT'S MOTION TO
SET ASIDE FORECLOSURE SALE AND
SUPPLEMENTAL ORDER**

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2013 JUL 25 PM 12:06
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

Upon motion of the Defendant, Leah B. Sample, by and through her counsel, David B. Sample, this Court convened at 10:00AM the 23rd day of May, 2013, for hearing to determine whether there was sufficient cause to set aside: (1) the sale of the mortgaged premises, the subject in this foreclosure action, which occurred on February 5, 2013; and, (2) the Supplemental Motion and Order to the Special Referee's Order and Judgment of Foreclosure and Sale filed on January 11, 2013. Attending on behalf of the Plaintiff, JPMorgan Chase Bank, National Association, was Andrew M. Sullivan of the Scott Law Firm, P.A.

Following the oral arguments presented, the testimony offered and the facts ascribed to by the respective counsels for each party at hearing and upon consideration of same by this Court, I find insufficient grounds to grant the Defendant relief from either the foreclosure sale or the Supplemental Order as petitioned. I find that once an attorney makes an appearance in a case and provides an address to opposing counsel and the Clerk of Court, it is incumbent upon the attorney to notify opposing counsel and the Clerk of any change in address. To rule otherwise

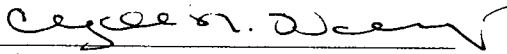
CND

would place an unreasonable burden on opposing counsel and the Clerk of Court to check the Attorney Information System before sending any hearing notice or other correspondence in the case.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendant's Motion to Set Aside Foreclosure Sale and Supplemental Order is **DENIED**.

IT IS FURTHER ORDERED that the foreclosure sale occurring on February 5, 2013 remains valid and in effect with the highest bidder at sale free to enforce its rights consistent with those afforded it by any and all applicable laws.

AND IT IS SO ORDERED.


The Honorable Clyde N. Davis, Jr.
Special Referee for York County

York, South Carolina
July 20, 2013

STATE OF SOUTH CAROLINA
COUNTY OF YORK

FILED - RECEIVED
2009 DEC -8 PM 11:15
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

IN THE COURT OF COMMON PLEAS
CASE NO. 2009-CP-46-03996

Chase Home Finance LLC,

PLAINTIFF,

VS.

Leah B. Sample and JPMorgan Chase Bank,
National Association s/b/m to Providian
National Bank

DEFENDANTS.

SPECIAL REFEREE'S
ORDER AND JUDGMENT
OF FORECLOSURE AND SALE

DEFICIENCY DEMANDED
AGAINST LEAH B. SAMPLE

Non-Eligible under the Home Affordable
Modification Program

NOTICE: The original of this document was filed in
the office of the Clerk of Court for York County:

File Number 090268.00910

TO: Ronald C. Scott, SC Bar #4996
Elizabeth R. Polk, SC Bar #11673
Brett F. Kline, SC Bar #15661
Angelia J. Grant, SC Bar #78334
George O. Hallman, Jr., SC Bar
#2609
ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

Leah Sample
c/o David B. Sample, Esq.
P.O. Box 12340
Rock Hill, SC 29731

JPMorgan Chase Bank, National
Association
s/b/m to Providian National Bank
Attn: General Agent
1111 Polaris Parkway
Columbus, OH 43240

Pursuant to Circuit Court Rule 53(e) of the South Carolina Rules of Civil Procedure, the
above-entitled matter was referred to the undersigned to make appropriate findings of facts and
conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held attended by the attorneys of
record. A Record of Hearing was presented, which is herewith reported, and from the Record of
Hearing and the documents and records received into evidence, I find, conclude and order as
follows:

FILED - RECEIVED
2009 DEC -9 AM 11:15
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

FINDINGS

This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the litigation of this matter.

1. Based upon the facts and/or evidence presented, the Court has determined that this loan is not eligible under the Home Affordable Modification Program.

2. The Lis Pendens was filed on September 16, 2009; amended September 21, 2009.

3. The Summons and Complaint were filed on September 16, 2009; amended September 21, 2009.

4. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.

5. The Defendant(s), JPMorgan National Association s/b/m to Provident National Bank, is/are in default as is shown by the affidavit filed herein.

6. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing of this matter.

7. According to the affidavit filed herein, any Defendant in default is not in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act of 2003 and any amendments thereto.

8. For value received, Defendant(s), Leah B. Sample, made, executed and delivered a Note dated December 28, 2007, promising thereby to pay to the order of JPMorgan Chase Bank, N.A. the sum of \$585,000.00 with interest at the rate of 5.750% per annum. Other terms and conditions are stated in the Note, which is of record herein.

9. To better secure the payment of the Note described above, the said Defendant(s), Leah B. Sample, made, executed and delivered to JPMorgan Chase Bank, N.A. a Mortgage in writing, dated December 28, 2007, covering real property in York County, which is the same as that described in the Complaint. The Mortgage was filed on January 4, 2008, and is of record in the Office of the Clerk of Court for York County in Book 9721, at Page 258. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s). The Court finds also that this mortgage constitutes a first lien on the mortgaged premises and a purchase money lien as may apply under state law as well as the After Acquired Property Doctrine. Subsequently assigned to Chase Home Finance LLC by

CJD

assignment instrument dated September 23, 2009 and recorded on October 7, 2009 in Book 11058 at Page 320.

10. That the Court finds that the Plaintiff has complied with its obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as any applicable Federal or State statutes or regulations including but not limited to, the furnishing of any notices required to be given to the obligor(s) which gives to such person(s) the right to cure any default arising under the specific terms of the recited Note and Mortgage herein; the review of this mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and that moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defense or objections as to the servicing of any applicable banking or consumer laws by the Plaintiff.

11. Payment due on the note has not been made as provided for in the note, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the note and mortgage in the hands of the attorney herein for collection.

12. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in legally prosecuting a real property credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt, I find that a reasonable attorney's fee in this matter would be \$5,000.00. This award is consistent with and pursuant to the common laws of this jurisdiction wherein our appellate courts have consistently held that any contract for fees that may exist or exists between the lawyer and the client (in addition to not being one of the six (6) fee review factors) is not binding on the trial court on the determination of the reasonableness of the fee. Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750(1997); Rice v. Multimedia, Inc., 318 S.C. 95, 456 S.E.2d 381 (1995); and Williamson v. Middleton, 374 S.C. 419, 649 S.E.2d 57 (Ct. App. 2007). Total representation of the Plaintiff's interests in this matter have been undertaken, including among many duties the researching of the referral file to serving as custodian of the loan documents to the filing of all pleadings and other legally required documents with the court, by the Scott Law Firm, P.A. Moreover, this Trial Court has specifically examined, and made its award herein of attorney fees to Counsel for the Plaintiff in compliance with the six (6) factors identified and enumerated in Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989).

CPT

13. On receiving testimony and other evidence during this hearing, I find that the Scott Law Firm, P.A., was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the accrual of interest and related adverse economic conditions such as depreciation or possible damage to the collateralized property. Upon receipt of the case file, the title was examined and studied to identify all parties having or claiming an interest in the subject real estate as well as being researched for salient legal questions and issues. Various attorneys as well as experienced paralegal staff have been responsible for (and expended extensive professional time) in the preparation of the following pleadings and other legally required services and documents:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Order of Publication
4. Affidavit of Default
5. Consent(s) to Order of Reference
6. Order of Reference
7. Notice of Hearing
8. Proposed Judgment of Foreclosure and Sale
9. Record of Hearing
10. Notice of Sale
11. Other documents as applicable pertaining to service and finalization of the action.

Counsel may also prepare for the Plaintiff the Statutory Foreclosure Deed and any other documents necessary in this particular action as ordered or authorized by this Court.

Jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

14. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a)	Principal due	\$575,348.00
(b)	Interest from April 1, 2009 to December 9, 2009	\$22,870.77
(c)	Late Charges	\$ 682.80
(d)	Escrow Adjustments (Itemized in Plaintiff's Disbursement Record)	\$11,001.95

(e)	Appraisal	\$ 168.00
(f)	Property Inspections	\$ 84.00
(g)	Suspense Balance	(\$4,400.00)
(h)	Costs of collection prior to hearing	\$ 836.66
(i)	Attorney's fees and costs	
	(Foreclosure & applicable Bankruptcy)	<u>\$5,000.00</u>

TOTAL DEBT secured by note
and mortgage including interest to date shown **\$611,592.18**

Interest for the period from the date shown in (b) above through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 5.7500% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

15. Based upon a search of the public records of the aforesaid county, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

16. The Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint expressly demanded the right to a personal or deficiency judgment against Leah B. Sample.

17. The Defendants below named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71. The subject Defendant are further made a party due to the similarity in name(s) to the primary defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, JPMorgan Chase Bank, National Association s/b/m to Providian National Bank by virtue of a Judgment by Default against Leah B. Sample dated December 10, 2001 in the original amount of \$3,504.22 and recorded on December 12, 2001 in the Office of the York County Clerk of Court as Case Number 2001-CP-46-1393.

7

18. No Defendant raised any issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

CONCLUSIONS OF LAW

I therefore, conclude as follows:

1. The Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009, and has shown that this loan is not eligible under the Home Affordable Modification Program.

2. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

3. The Plaintiff should have a personal or deficiency judgment against Leah B. Sample.

Now, on motion of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009, and has shown that this loan is not eligible under the Home Affordable Modification Program.

2. This case is not subject to the stay provisions of the Order of the Supreme Court of South Carolina dated May 4, 2009, as amended and superceded by Order dated May 22, 2009.

3. That there is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of \$611,592.18, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 5.7500% percent per annum.

CWD

5. That the Defendants liable for the aforesaid Mortgage debt shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

6. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

a. FOR CASH: The undersigned Special Referee will require a deposit of 5% on the amount of the bid (in cash or equivalent), said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days same to be forfeited and applied to the costs and Plaintiff's debt.

b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.7500% percent.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record.

d. This mortgage constitutes a first lien covering the real estate and improvements therein described, including any mobile home located thereon. Plaintiff would further allege and avail itself of the Purchase Money Mortgage Doctrine as may apply to the facts of this action.

e. Purchaser to pay for deed stamps and cost of recording the deed with the Plaintiff to pay the Statutory allowed fee of \$25.00 to the preparer of said deed (be it this Court or Counsel for Plaintiff).

7. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, the Plaintiff may pay to the Special Referee only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

CWD

8. Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date.

9. That the Special Referee will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. Special Referee will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 20 days after the date of sale, then the Special Referee may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured. In the event the Plaintiff is the successful bidder, at its/his option, or the option of its/his assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. In the event the successful bidder is a third party, neither the Plaintiff nor Plaintiff's counsel make any warranties or representations as to the subject property on behalf of the third party bidder.

10. The sale will not be held unless the Plaintiff, its attorney, or its bidding agent is present at the sale or has advised the Special Referee's office of its bidding instructions.

11. In the event of a third party bidder and that any third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to the Office of the Special Referee by close of bidding on the day of the sale, the Special Referee will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

12. That the Special Referee shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expense of this action, including any Guardian ad Litem fee or fees of attorneys appointed under Order of the Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute

compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees and taxable costs;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

13. It is further ORDERED, that if the successful bidder is other than the Defendant in possession herein, the Sheriff of York County is ordered and directed to evict and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

14. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the South Carolina Department of Motor Vehicles is directed and ordered to provide the new Certificate of Title to the attorneys for the Plaintiff as agent for the grantee on the deed upon payment of the required title fees on any mobile home which is herein located on the subject property and intended to be collateralized by the Plaintiff's security documents as heretofore received into evidence by this Court, or which may be received into evidence at any necessary hearing post sale of the subject property.

15. And it is further ORDERED, ADJUDGED AND DECREED that Defendant named herein and all persons whosoever claiming under him, them or it, be forever barred and foreclosed of all right, title and interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

16. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee, and the Clerk of Court/Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

17. The Special Referee will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may effect the transfer of the title to the subject real property and all improvements thereon, as well; the issuance of a Writ of Assistance.

18. Upon issuance of a Special Referee's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Leah B. Sample to JPMorgan Chase Bank, N.A., dated December 28, 2007, covering real property in York County, filed on January 4, 2008, and is of record in the Office of the for York County in Book 9721, at Page 258.

19. The following is a description of the premises herein ordered to be sold:
All that certain piece, parcel, or lot of land lying, and being situate in the State of South Carolina, County of York, City of Rock Hill, and being designated as Lot 6 of The Village of Mountain Laurel at Laurel Creek, Phase VI, as is shown on a plat thereof prepared by James T. Poore, Jr., SCPLS, dated June 27, 2005, recorded in Plat Book D-7 page 7, which plat is incorporated herein by this reference and having such metes, bounds, courses, and distances as by this reference to said plat will more fully appear.

This being the same property conveyed to Leah B. Sample by deed of Sloan Adams Custom Homes, LLC dated December 28, 2007 and recorded on January 4, 2008 in the Office of the York County Clerk of Court in Book 9721 at Page 256.

TMS No. 6350701025

Property address: 621 Deberry Hollow
Rock Hill, SC 29732

20. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

21. No Defendant raised any issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

22. IT IS ORDERED that the Plaintiff is entitled to a personal or deficiency judgment against Leah B. Sample.


Clyde N. Davis, Jr.
Special Referee for York County

York, South Carolina
December 9, 2009

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Chase Home Finance LLC,

Plaintiffs,

v.

Leah B. Sample and JPMorgan Chase Bank

National Association s/b/m Provident

National Bank,

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

CASE NO. 2009-CP-46-03996

MOTION TO SET ASIDE FORECLOSURE
SALE AND SUPPLEMENTAL ORDER

FILED-RECEIVED
2013 MAR -6 PM 12:55
DAVID HAMILTON
C.C.P. & G.S. SC
YORK COUNTY, SC

The Defendant Leah B. Sample, by and through her undersigned attorney, shall move on the tenth day hereafter or at such time as directed by the Court, to set aside the foreclosure sale of February 5, 2013 and the Supplemental Order of the Court filed January 11, 2013 on the grounds that no proper notice was served upon the Defendant, nor was the Defendant properly served with the Notice of Mortgagor's Right to Foreclosure Intervention as required by South Carolina Supreme Court Administrative Order 2011-05-02-01. Furthermore, the notice that ran in the newspaper states that the sale was to take place "Monday, Tuesday, February 5, 2013." This is confusing since there was a sale held on Monday, February 4, 2013. Failure to properly serve the Defendant with notice of hearings and notice of her rights under the Administrative Order violates her rights under the Due Process Clause of the United States Constitution as well as that of the South Carolina Constitution.

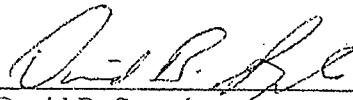
The record of the Court reflects that the notices referred to herein were served upon undersigned counsel at P.O. Box 12340, Rock Hill, South Carolina 29731. Undersigned counsel hereby certifies that this address has not been correct since at least early 2010, and the one-year

forwarding period ended prior to the above-mentioned items being served. Undersigned counsel was at all times properly registered with the South Carolina Bar Association, and with the South Carolina Attorney Information System. Therefore, service at the last known address of counsel would have required sending notices to counsel's current address. Failure to do so deprives the Defendant of notice, violating her procedural due process rights. For this reason, the Defendant moves this court to set aside all documents not properly served, and to set aside the foreclosure sale.

Respectfully submitted,

Rock Hill, South Carolina

March 5, 2013



David B. Sample
Attorney for the Defendant
2424 India Hook Road, Suite 160
Rock Hill, SC 29732
(803) 981-9900
(803) 981-9909 (facsimile)

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Chase Home Finance LLC,

Plaintiffs,

v.

Leah B. Sample and JPMorgan Chase Bank

National Association s/b/m Provident

National Bank,

Defendants.

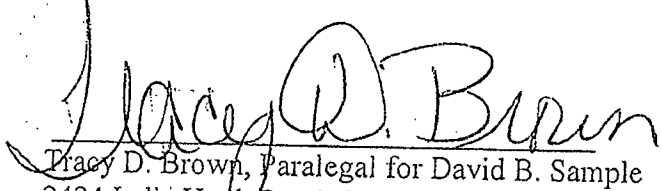
IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

CASE NO. 2009-CP-46-03996

CERTIFICATE OF SERVICE

I, Tracy D. Brown, Paralegal for David B. Sample, attorney for Defendant, Leah B. Sample, hereby certifies that I have served all attorneys of record listed at the Scott Law Firm, Attorneys for Plaintiff, with the Motion to Set Aside Foreclosure Sale and Supplemental Order by mailing a copy of the same by United States Mail, postage prepaid, this 6th day of March, 2013, to all parties at the following address:

Parties Served: Ronald C. Scott, Esquire
Elizabeth R. Polk, Esquire
Brett F. Kline, Esquire
Angelia J. Grant, Esquire
Douglas E. Thomas, Esquire
Priti M. Patel, Esquire
Kevin T. Hardy, Esquire
SCOTT LAW FIRM, PA
Post Office Box 2065
Columbia, South Carolina 29202


Tracy D. Brown, Paralegal for David B. Sample

2424 India Hook Road, Ste. 160

Rock Hill, South Carolina 29732

Phone: (803) 981-9900

Fax: (803) 981-9909

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Chase Home Finance LLC,

PLAINTIFF,

VS.

Leah B. Sample and JPMorgan Chase Bank,
National Association s/b/m to Provident National
Bank,

DEFENDANT(S).

(090268.00910)

IN THE COURT OF COMMON PLEAS

CASE NO. 2009-CP-46-03996

NOTICE OF MORTGAGOR'S RIGHT TO
FORECLOSURE INTERVENTION

FILED-RECEIVED
2011 JUN -8 AM 11:14
DAVID HAMILTON
C.C.C.P. & G.S.
YORK COUNTY, SC

TO THE DEFENDANT(S) LEAH B. SAMPLE:

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 must contact Scott Law Firm, P.A., 2712 Middleburg Drive, Suite 200, Columbia, South Carolina 29204 or call (803) 252-3340 within **thirty (30) days** from the date of this notice.

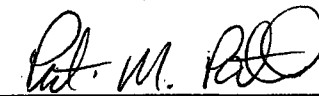
Scott Law Firm, P.A. represents the Plaintiff in this action. We do not represent you. The South Carolina Rules of Professional Conduct prohibit our firm from giving you any legal advice.

IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN THIS FORECLOSURE INTERVENTION PROCESS, THE FORECLOSURE ACTION MAY PROCEED.

NOTICE: 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 NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS A REQUIREMENT PURSUANT TO THE ABOVE-REFERENCED ADMINISTRATIVE ORDER.

SCOTT LAW FIRM, P.A.

By:



Ronald C. Scott, SC Bar #4996
Elizabeth R. Polk, SC Bar #11673
Brett F. Kline, SC Bar #15661
Angelia J. Grant, SC Bar #78334
Douglas E. Thomas, SC Bar #76864
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ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

June 7, 2011

16

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Chase Home Finance LLC,

PLAINTIFF,

VS.

Leah B. Sample and JPMorgan Chase
Bank, National Association s/b/m to
Provident National Bank

DEFENDANTS.

090268.00910

IN THE COURT OF COMMON PLEAS

CASE NO. 2009-CP-46-03996

CERTIFICATE OF SERVICE
BY MAIL

DAVID HAMILTON
C.C.P. & C.S.
YORK COUNTY, SC

2011 JUN -8 AM 11:14

FILED-RECEIVED

The undersigned hereby certifies that she is an employee of Scott Law Firm, P.A. and is a person of such age and discretion as to be competent to serve papers and that on June 7, 2011, she mailed a copy of the Notice of Mortgagor's Right to Foreclosure Intervention by placing said copy in a postpaid envelope addressed to the person hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and contents in the United States Mail at the Scott Law Firm office, 2712 Middleburg Drive, Suite 200, Columbia, SC 29204.

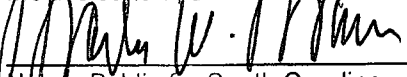
Addressee:

Leah Sample
c/o David B. Sample, Esq.
Attorney at Law P.O. Box 12340
Rock Hill, SC 29731



Ronda Barton
SCOTT LAW FIRM, P.A.
2712 Middleburg Dr., St 200 (29204)
P.O. Box 2065 (29202)
Columbia, South Carolina

SWORN to and subscribed before
me this June 7, 2011.

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 3/15/2016

**Special Referee's
NOTICE OF SALE**
2009-CP-46-03996

FILED-RECEIVED
2013 JAN 11 PM 1:29
DAVID M. JONES
C.C.P. CLERK
YORK COUNTY, SC

BY VIRTUE of a decree heretofore granted in the case of: JPMorgan Chase Bank, National Association vs. Leah B. Sample et al., I, the undersigned Clyde N. Davis, Jr., Special Referee for York County, will sell on ~~Monday, February 4, 2013~~, at 11:00 a.m., at the York County Equity Court, ~~One North Congress Street, York, South Carolina~~, to the highest bidder:
Two South 2ND Tuesday, February 5 2ND *Equity Courthouse CND*

All that certain piece, parcel, or lot of land lying, and being situate in the State of South Carolina, County of York, City of Rock Hill, and being designated as Lot 6 of The Village of Mountain Laurel at Laurel Creek, Phase VI, as is shown on a plat thereof prepared by James T. Poore, Jr., SCPLS, dated June 27, 2005, recorded in Plat Book D-7 page 7, which plat is incorporated herein by this reference and having such metes, bounds, courses, and distances as by this reference to said plat will more fully appear.

This being the same property conveyed to Leah B. Sample by deed of Sloan Adams Custom Homes, LLC dated December 28, 2007 and recorded on January 4, 2008 in the Office of the York County Clerk of Court in Book 9721 at Page 256.

TMS No. 6350701025

Property address: 621 Deberry Hollow
Rock Hill, SC 29732

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of said bid is due and payable immediately upon closing of the bidding, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of non-compliance. In the event of a third party bidder and that any third party bidder fails to deliver the required deposit in certified (immediately collectible) funds with the Office of the Special Referee, said deposit being due and payable immediately upon closing of the bidding on the day of sale, the Special Referee will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff. Should the last and highest bidder fail or refuse to comply with the balance due of the bid within 20 days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder).

Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. The Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

Purchaser to pay for documentary stamps on Special Referee's Deed. The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 3.25000% per annum.

The Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale.

The sale shall be subject to taxes and assessments, existing easements and restrictions of record.

The sale or any resale will not be held unless the Plaintiff or its attorney's bidding agent

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF YORK) C/A No. 09-CP-46-03996
Chase Home Finance, LLC,)
Plaintiff,)
v.)
Leah B. Sample, et al,)
Defendants.)
-----)

COPY

HEARING

Thursday, May 23, 2013
10:00 a.m. - 10:21 a.m.

The hearing before the Honorable Clyde Davis, Special Referee for York County, was taken at 6 South Congress Street, Conference Room A, York, South Carolina on the 23rd day of May, 2013 before Cassandra E. Vance, Court Reporter and Notary Public in and for the State of South Carolina.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

APPEARANCES

Andrew M. Sullivan, Esquire

Scott Law Firm, PA
Post Office Box 2065
2712 Middleburg Drive
Columbia, South Carolina 29202
Attorney for the Plaintiff

David B. Sample, Esquire

Attorney at Law
2424 India Hook Road, Suite 160
Post Office Box 36787
Rock Hill, South Carolina 29732
Attorney for Defendant Sample

INDEX

Certificate 20

EXHIBITS

(There were no exhibits marked during the hearing.)



1 **THE COURT:** All right. This case is Chase Home
2 Finance versus Sample, Case Number
3 09-CP-46-3996. And, Mr. Sample, I understand
4 you've got a motion to set the sale aside; is
5 that right?

6 **MR. SAMPLE:** Yes, sir.

7 **THE COURT:** And just so I'm clear on the thing,
8 we've -- we've sold the house and the deed has
9 gone to the Plaintiff. Has -- the Plaintiff
10 hasn't deeded it out to anybody else, have
11 they?

12 **MR. SULLIVAN:** We have not. We have not.

13 **THE COURT:** All right. And is the Defendant still
14 living in the house?

15 **MR. SAMPLE:** Yes.

16 **THE COURT:** Okay. All right. I just wanted to make
17 sure I understood where we're going. All
18 right. Go ahead.

19 **MR. SAMPLE:** Okay. The basis of my motion is that
20 everything that was served on the Defendant was
21 served upon me after I made an appearance in
22 the case.

23 I did initially have the address of P.O. Box
24 12340, Rock Hill, South Carolina 29731 when
25 I -- when I made my first appearance or



1 notified counsel that I was involved in the
2 case.

3 Subsequently, in April of 2010, I moved my
4 office to Fort Mill, South Carolina, to 104
5 Stone Village Drive in Fort Mill. At that
6 time, or soon thereafter, my post office box in
7 Rock Hill ran out and, ultimately, mail
8 forwarding ended and that was no longer a good
9 address for me.

10 Everything that was served in the case
11 continued to be served on the P.O. Box 12340,
12 Rock Hill address, including the notice of
13 Mortgagor's Right to Foreclosure Intervention
14 required by Chief Justice Toal's Administrative
15 Order.

16 I've also mentioned in my written motion that
17 the notice that ran in the newspaper was
18 somewhat confusing. I'm not heavily relying on
19 that, but it did state that the sale was to
20 take place on Monday, comma, Tuesday, February
21 5th, 2013.

22 There was actually a foreclosure sale on
23 Monday, February 4th. This sale apparently
24 took place on Tuesday, February 5th, so it was
25 somewhat confusing as to when the sale was



1 going to take place.

2 But the gist of the motion is that everything
3 that was served, including that Notice of
4 Mortgagor's Right to Foreclosure, was served on
5 the incorrect address.

6 My address was kept current with the South
7 Carolina Bar with the new attorney information
8 system.

9 I would ask you to take judicial notice of my
10 address in the 2011/2012 Lawyer's Desk Book.
11 I'll turn to that for you. At the top of the
12 page there (indicating).

13 **THE COURT:** This is the new address?

14 **MR. SAMPLE:** That's the address as of 2011 -- well,
15 of -- April of 2010 when I first moved my
16 office from Rock Hill, that's the address that
17 I moved to at the time.

18 **THE COURT:** Okay.

19 **MR. SAMPLE:** So it was -- it was correct in the 2011
20 Lawyer Desk Book. It's -- and I've
21 subsequently moved again and that's been always
22 kept current with the bar, as far as where my
23 address is.

24 Notices from --

25 **THE COURT:** Now, were you at this address when the



1 foreclosure hearing took place?

2 **MR. SAMPLE:** When the foreclosure hearing took
3 place?

4 **THE COURT:** And the sale, I mean.

5 **MR. SAMPLE:** No. When the -- when the foreclosure
6 hearing and sale took place, I was at my
7 current address in Rock Hill, which is 2424
8 India Hook Road, Suite 160, Rock Hill, South
9 Carolina. But that address is also -- you
10 know, the bar was immediately notified and the
11 attorney information system was updated with
12 that address, as well.

13 The Clerk of Court for Common Pleas in York
14 County has been kept apprised of my address.
15 Whenever I have a motion hearing in Common
16 Pleas Court, I receive a letter directing me --
17 a correctly addressed letter directing me to
18 consult the Internet to check on my hearing
19 times, so -- and everything's always been kept
20 current.

21 So my motion is made on the grounds that there
22 was not proper service of anything from 2011
23 forward, at least, in violation of my client's
24 due process rights.

25 **THE COURT:** Okay. All right.



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24

1 **MR. SULLIVAN:** First off, I will concede to the fact
2 that the publication itself said "Monday,
3 Tuesday, February 4th," was confusing and in
4 error. It wasn't what we provided to the
5 newspaper. It somehow got messed up along the
6 way.

7 **THE COURT:** Uh-huh (affirmatively responds).

8 **MR. SULLIVAN:** And I don't dispute, necessarily,
9 where the documents that we served Defense
10 counsel with. It was this address, this P.O.
11 Box 12340 in Rock Hill, South Carolina, and
12 that is where I believe the basis of
13 Mr. Sample's motion is that the Notice of the
14 Mortgagor's Right to Foreclosure Intervention
15 was -- was served at that address.
16 You know, the --

17 **THE COURT:** At which address?

18 **MR. SULLIVAN:** At the -- at the P.O. Box 12340.

19 **THE COURT:** Okay. And he had moved from there at
20 that time according to the --

21 **MR. SULLIVAN:** He had and -- but we had not been
22 apprised of that information and I -- I
23 understand that the -- that he has -- that it's
24 been updated in the AIS and other systems.
25 You know, pursuant to Rule Five of the South



1 Carolina Rules of Civil Procedure, you know,
2 we're required to serve -- serve counsel for
3 any -- any subsequent papers to the original
4 summons and complaint at the last known
5 address.

6 That is the address that we had on record was
7 this P.O. Box 12340, Rock Hill, South Carolina.
8 And, you know, that is where we sent the Notice
9 of Mortgagor's Right to Foreclosure
10 Intervention and that is where we sent the
11 Notice of Hearing, of the supplemental hearing,
12 that occurred in January of this year.

13 We are -- you know, we have to send out notice
14 ten days prior. But I would also like to note
15 that we sent the same notice to the occupant's
16 address, which is -- he says he is a -- he
17 resides in the property. We sent said notice
18 on December 28th of 2012; that hearing occurred
19 on January 9th, 2013, in which case Defense
20 counsel did not appear.

21 It was -- it is our contention that he did, in
22 fact, have notice even were the address sent
23 to -- or were the -- the notice sent to the
24 improper P.O. Box, it also went to his -- his
25 residence as the occupant.



1 He did not appear. The supplemental order
2 moved forward, was granted by Your Honor, and
3 a month passed after the sale until this motion
4 was filed on March 6th, 2013.

5 It is our belief that Defense counsel should
6 have had notice and should have appeared at
7 that supplemental order and then this type of
8 address -- this type of issue, where the Right
9 to Foreclosure Intervention -- some of the
10 things that have to be done prior to moving
11 forward to -- or to certification of the admin
12 order, as well as moving forward with the
13 hearing, those could have -- could have been
14 addressed at that supplemental hearing; yet,
15 you know, that didn't happen.

16 And so it is our belief that we -- you know, we
17 complied with Rule Five in that we served upon
18 the attorney by delivering a copy to him or by
19 mailing it to him at his last known address and
20 that was the address that we had on record
21 where he was -- when the action began, that was
22 his address and that was the one we had in our
23 system.

24 **THE COURT:** Okay. All right. Mr. Sample?

25 **MR. SAMPLE:** The -- first of all, the Notice of



1 Mortgage's Right to Foreclosure Intervention,
2 as far as I know, was not served on my wife as
3 the occupant of that -- of the home at the
4 residence. So there was never any actual
5 receipt of that document by myself or by my
6 wife, the Defendant.

7 The -- it's my contention that the language in
8 Rule Five that states that service is to be
9 made at the last known address does not mean
10 that the process or the papers should be served
11 at the last address known by Defense counsel
12 without inquiring as to what the proper address
13 would be.

14 You know, the purpose of the Chief Justice's
15 new attorney information system is to make sure
16 that notices go to the correct address. You
17 know, so I certainly -- my address was updated
18 in that system. It was updated in the Lawyer
19 Desk Book.

20 I would point out that, clearly, based on the
21 admissions of Plaintiff's counsel, there would
22 have been a return of -- of the -- of all the
23 items that were served at the incorrect
24 address. They would have been returned by the
25 post office as unable to deliver, which should



1 have sent up some -- set off some kind of red
2 flag that there needed to be a further inquiry
3 when you have a South Carolina attorney of
4 record in the case, if they received back a
5 notice of hearing or a -- in this case, a
6 Notice of Mortgagor's Right to Foreclosure
7 Intervention, they receive it back in return
8 mail indicating that it was unable to be
9 delivered, that there's some duty to
10 investigate further to determine if that South
11 Carolina lawyer is still licensed, in good
12 standing in the state, and what his address
13 would be so that proper service could be made.
14 You know, I can tell you that the document that
15 was served by mail to the house was not
16 received by me. If it had been, I would have
17 made an appearance at the supplemental hearing.
18 I would have addressed the fact that the Notice
19 of Mortgagor's Right to Foreclosure
20 Intervention had never been received.
21 You know, I can tell you as an officer of the
22 Court that the first time that I learned of the
23 Notice of Mortgagor's Right to Foreclosure
24 Intervention being served was when I went to
25 the Clerk of Court's office to investigate the



1 file after we received correspondence from a
2 realtor informing us that she was hired to sell
3 the house on behalf of the Plaintiff, who had
4 obtained title in the foreclosure sale. We
5 were unaware of the sale. We were unaware of,
6 you know, any of what had gone on as far as
7 court filings at that point in time.

8 So, you know, I would just maintain that "we
9 served him at the last known address, which was
10 the address in the pleadings," is not
11 sufficient, especially when there would have
12 been a return of the documents received by the
13 Plaintiff indicating that the service was
14 unable to be delivered by the post office.

15 **THE COURT:** He just handed me that letter. I
16 thought I'd show it to you.

17 **MR. SULLIVAN:** And I don't dispute that -- and I
18 don't have the information in front of me to
19 know whether or not we received any type of
20 return mail in that the P.O. Box was incorrect.
21 I don't -- I don't know. I can't say and I'm
22 not going to sit here and tell you all that
23 that is or isn't the case, because I truly do
24 not know.

25 But I'll just say that -- to reiterate, it is



1 that, you know, this was -- this Notice of
2 Hearing, Supplemental Hearing, did go to the
3 address that Defense counsel and the Defendant
4 reside at. I understand that -- that you say
5 you would have appeared had you known about it.
6 The Mortgagor's Right to Intervention -- I
7 understand what you're saying as far as you
8 updated your records with the AIS. But I also
9 think that creates quite a burden on -- on the
10 Plaintiff if each time they send a document to
11 a defendant or to some counsel that they have
12 to go and -- and check that against what the
13 AIS says versus what their system -- I mean,
14 there's so many documents that are sent out --

15 **THE COURT:** That was -- I mean, that was one
16 question I wanted to ask both of you, I guess,
17 is --

18 **MR. SULLIVAN:** Yes, sir.

19 **THE COURT:** -- is, number one, as I recall, there
20 was an order that was issued when the AIS
21 system was implemented. Have either one of you
22 looked at it to see if it speaks to --

23 **MR. SAMPLE:** Yeah, it occurred to me this morning --

24 **MR. SULLIVAN:** I haven't. I have not. I apologize.

25 **MR. SAMPLE:** -- to quickly try to look at the AIS



1 information and I didn't find the initial order
2 but I did find a November 13th, 2012 letter
3 from the Chief Justice regarding the attorney
4 information system.

5 **THE COURT:** Now, before -- before the AIS system was
6 implemented, was -- was there not some burden
7 on a defendant's attorney or a plaintiff's
8 attorney to notify the other side if they
9 changed address or did they just simply notify
10 the clerk?

11 I mean, I -- it seemed like to me -- I mean, I
12 understand what he's saying.

13 **MR. SAMPLE:** I don't -- I don't have the --

14 **THE COURT:** It's a burden for them to have to check
15 the AIS every time they send a letter --

16 **MR. SAMPLE:** I understand that --

17 **THE COURT:** -- to an attorney.

18 **MR. SAMPLE:** I agree with that. I understand that,
19 too. But I don't -- I don't have a good answer
20 to that question, but, you know, again, I would
21 fall back on the fact that, you know, if
22 service was made at the wrong address, there
23 would have been a receipt of a return that
24 stated "unable to deliver as addressed," which,
25 to me, would spark some kind of inquiry with



1 a -- like I said, with a registered licensed
2 South Carolina attorney on the other side as
3 to, "Okay, this was returned. Where is he?"
4 You know, instead of having to -- instead of
5 entirely relying on saying that they had the
6 burden to keep themselves apprised and to check
7 the attorney information system, I would just
8 submit that -- that upon receiving the return
9 of the correspondence that they should,
10 perhaps, have some duty to check into it at
11 that point and figure out why service was not
12 properly effected.

13 **THE COURT:** Okay. Let me just glance through this
14 real quick.

15 **MR. SULLIVAN:** Okay.

16 **MR. SAMPLE:** I don't know that there's anything in
17 there that's extremely helpful, but it was all
18 I could find.

19 **THE COURT:** (Reading.) Yeah, I don't know that
20 that's helpful.

21 **MR. SAMPLE:** I don't think it is.

22 **THE COURT:** Well, I -- have you got anything else
23 you wanted to put on the record or say?

24 **MR. SULLIVAN:** Just -- and this kind of maybe speaks
25 more to the merits here and I just -- you know,



1 whatever -- were this motion granted, I'm not
2 sure what Defense counsel is looking to get
3 out -- to get out of this. You know, I -- you
4 know I don't necessarily want to get into all
5 the debt and all that, but --

6 **THE COURT:** Right.

7 **MR. SULLIVAN:** That's --

8 **MR. SAMPLE:** Well, there's -- my response to that
9 would be, what we'd be looking to get out of it
10 is the intervention process that the Chief
11 Justice set forth in the --

12 **THE COURT:** Well, let's do this. I'm going to take
13 it under advisement, because I would like for
14 one of you to get me the original AIS order in
15 case it -- and, perhaps, just do a little
16 research to see if -- what the law was before
17 the AIS system.

18 **MR. SAMPLE:** Yes, sir.

19 **THE COURT:** I mean, what responsibility is on the
20 lawyer --

21 **MR. SAMPLE:** Yes, sir.

22 **THE COURT:** -- to notify the other lawyer, whether
23 it's a defendant or a plaintiff that moves. I
24 think there's got to be something on that
25 somewhere.



1 MR. SAMPLE: Can I say one more thing for the
2 record?

3 THE COURT: Yes, sir.

4 MR. SAMPLE: I think -- just to speak to -- to the
5 process -- and I know there has been an
6 overwhelming volume of these kinds of cases,
7 but to speak to the process and how -- I guess,
8 maybe as overwhelming to some of the law firms,
9 like Mr. Sullivan's law firm that handles these
10 cases, the notice of today's hearing did come
11 to the residence addressed to the occupant and
12 we received that at the residence.

13 THE COURT: Uh-huh (affirmatively responds).

14 MR. SAMPLE: But it also indicates that it was
15 served upon me, after I filed my motion
16 indicating that my address was incorrect for
17 the past several years in the correspondence
18 from the Scott Law Firm. That notice was
19 addressed to P.O. Box 12340, even after, you
20 know, making a huge point of the address issue
21 in this motion.

22 MR. SULLIVAN: Sure. I understand. I don't
23 disagree with you.

24 THE COURT: At your old address?

25 MR. SAMPLE: Yes, sir.



1 **MR. SULLIVAN:** And I -- I certainly understand that
2 it cuts both ways. I mean, I think that
3 there's a -- there's an obligation probably on
4 both sides. Each party, every time there's
5 moving of an attorney or addressor, rather,
6 that you should update and it should, you know,
7 verify that your system is correct. I don't
8 dispute that and I understand where you're
9 coming from.

10 **THE COURT:** Yeah.

11 **MR. SULLIVAN:** It's -- like you said, with the
12 volume, with the amount of documents that we
13 send out on a daily basis, for us each time to
14 be obligated to check that against whether or
15 not that's the correct and current address for
16 the defendant or its counsel, it just creates
17 such a burden on us.

18 Compliance is already such that it takes up the
19 majority of what we do as a practice. And so
20 for us to be obligated to do that each time is
21 difficult and, certainly, I'll be glad to
22 review the law regarding what AIS -- prior to
23 AIS what the law said regarding what the duty
24 is.

25 **THE COURT:** I'd just like to know that --



1 MR. SULLIVAN: Okay.

2 THE COURT: -- before I make a final ruling on the
3 thing.

4 MR. SULLIVAN: I understand.

5 THE COURT: Okay. Well, let's just go off the
6 record.

7 (The proceedings concluded at 10:21 a.m.)
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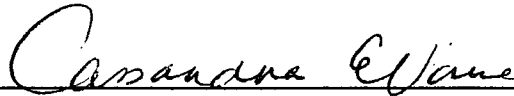


CERTIFICATE

This is to certify that the within hearing consisting of nineteen (19) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenotype with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on September 17, 2013.



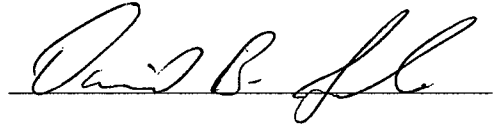
Cassandra E. Vance
Court Reporter

Notary Public for South Carolina
My Commission Expires: February 26, 2018

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

July 21, 2014

A handwritten signature in black ink, appearing to read "David B. Sample", is written over a horizontal line.

David B. Sample

1506 Ebenezer Road

Rock Hill, South Carolina 29732

Phone: (803) 981-9900

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Attorney for Appellant