THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

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

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.

INITIAL RESPONDENT'S BRIEF

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STATEMENT OF THE ISSUE ON APPEAL

Did the master in equity properly grant summary judgment in favor of US Bank?

STATEMENT OF THE CASE

This case is a mortgage foreclosure action filed by respondent US Bank National Association as Trustee ("US Bank") arising out of a loan obtained by appellants Janet L. West and Anthony J. West (the "borrowers") in 2003, which is secured by a mortgage on their property in Graniteville, South Carolina. (Compl., R. ___; Lis Pendens, R. ___; Mortgage, R. ___). US Bank is the holder of the note and assignee of the mortgage. The loan is serviced by JPMorgan Chase Bank, National Association. (Aff. of Indebtedness ¶¶ 1, 4, R. ___).

On December 26, 2003, the borrowers executed a note memorializing an $81,000 loan they obtained from Aames Funding Corporation DBA Aames Home Loan. (Note, R. __). On the same day, they executed a mortgage securing the payment obligation under the note. (Mortgage, R. __). The borrowers defaulted on the loan, and in March 2015, US Bank filed this foreclosure action. *See generally* (Compl., R. __). The borrowers filed an answer to the foreclosure complaint on April 16, 2015, then filed an amended answer on May 1, 2015. (Answer, R. ___; Am. Answer, R. ___). The borrowers attached more than a dozen exhibits to their amended answer. (Exhibits to Am. Answer, R. ___). In the amended answer, the borrowers asserted several purported defenses, including the following: (1) the loan servicer had approved a loan modification; (2) the mortgage was invalid at origination; (3) US Bank lacks standing to foreclose; and (4) US Bank committed unidentified violations of the Consumer Protection Code, "unfair deceptive business practices, truth in lending, high-Cost Loans, respa [sic] violations, and any other violations uncovered in the course of [this] action present and future." *See generally* (Am. Answer, R. ___).

The borrowers filed a motion to compel on June 30, 2017, based on an apparent belief that US Bank had not produced certain documents in discovery. *See generally* (Mot. to Compel, R. ___). After considering the borrowers' motion, the master ordered US Bank to allow the borrowers

to inspect the original note and explained that the mortgage and any assignments of mortgage were public documents available to the borrowers. (Aug. 31, 2017 Order, R. ___). The borrowers did not appeal the order addressing their motion to compel. *See* (Am. Notice of Appeal filed May 11, 2019).

On December 29, 2017, US Bank moved for summary judgment. (Mot. for Summ. J., R. __; Memo. in Supp. of MSJ, R. ___). US Bank argued that it established the existence and amount of the borrowers' debt—thus satisfying its burden of proof as a matter of law—and no genuine issues of material fact existed. (Memo. in Supp. of MSJ at 3, R. ___; Note, R. ___; Mortgage, R. ___; Assignment of Mortgage, R. ___). US Bank further argued that, to the extent the borrowers were challenging its standing to foreclose, it is the holder of the note and assignee of the mortgage and therefore has standing as a matter of law. (Memo. in Supp. of MSJ at 3–4, R. ___; Mortgage, R. ___; Assignment of Mortgage, R. ___). Finally, US Bank argued the borrowers were judicially estopped from challenging the existence or validity of the debt because they disclosed the debt in a bankruptcy proceeding, thus representing the validity of the debt to another court. (Memo. in Supp. of MSJ at 4, R. ___).

The borrowers filed a response in opposition to the summary judgment motion on January 31, 2018. (Memo. in Opp. to MSJ, R. ___). The borrowers made generic allegations of fraud and misrepresentation. (*Id.* at 1–2, R. __). They also alleged for the first time that an appraisal obtained in November 2003—prior to the execution of the loan documents—was inaccurate. (*Id.* at 2–3, R. ___). In support of this argument, the borrowers relied on four documents obtained from the Aiken County auditor, which they assert proves the fair market value of their property—including a mobile home—was only $4,300 when they obtained the loan. (*Id.* at 2–4, R. ___).

The master heard the summary judgment motion on February 1, 2018. (Feb. 1, 2018 Hearing Tr. at 1, R. ___). The master allowed the borrowers to present argument and evidence in opposition to US Bank's summary judgment motion, including several exhibits that were subsequently e-filed. *See generally* (Feb. 1, 2018 Hearing Tr., R. ___; Exhibits e-filed Apr. 24, 2018, R. ___).

The master granted summary judgment in favor of US Bank. *See generally* (Mar. 26, 2018 Order, R. ___). In his order, the master carefully considered the evidence presented by each party. (*Id.*, R. ___). The master found US Bank established the existence of the debt and the default of payment. (*Id.* at 5, R. ___). The master found that the borrowers "produced no affidavits to support the claims of misrepresentation, fraud, RESPA violations, truth-in-lending claims or any violations of [t]he Consumer Protection Code" and that "[t]he exhibits introduced at the hearing do not support those claims." (*Id.* at 3, R. __). The master also considered and rejected the borrowers' appraisal argument. (*Id.* at 5, R. ___). Because the master found no genuine issue of material fact exists, he granted summary judgment in favor of US Bank. (*Id.*, R. __). The borrowers appealed the summary judgment order.

STANDARD OF REVIEW

"A foreclosure action is an equitable action." *Wachovia Bank, Nat'l Ass'n v. Blackburn*, 407 S.C. 321, 328, 755 S.E.2d 437, 440–41 (2014). In an equitable action, this court applies a de novo standard of review. *Id.* (citing *Stoney v. Stoney*, 421 S.C. 528, 530, 809 S.E.2d 59, 59 (2017)); *see also Belle Hall Plantation Homeowner's Ass'n, Inc. v. Murray*, 419 S.C. 605, 614, 799 S.E.2d 310, 315 (Ct. App. 2017) ("The appellate court's standard of review in equitable matters is our own view of the preponderance of the evidence."). Although a de novo standard allows this court to take its own view of the evidence and make its own findings of fact, this court still recognizes

the master in equity is in a superior position to assess witness credibility and the appellants still have the burden of showing this court that the preponderance of the evidence is against the master's findings. *Id.*

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, summary judgment must be entered in favor of a party who shows there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *See Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 81, 502 S.E.2d 78, 85–86 (1998); *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537, 545 (1991). The court must view the evidence in the light most favorable to the non-moving party. *Cafe Assocs., Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). "However, it is not sufficient for a party [opposing summary judgment] to create an inference that is not reasonable or an issue of fact that is not genuine." *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013). Moreover, the opponent at summary judgment may not rely on mere speculation or conjecture to survive a summary judgment motion. *Nelson v. Piggly Wiggly Cent., Inc.*, 390 S.C. 382, 390, 701 S.E.2d 776, 780 (Ct. App. 2010).

On appeal, this court reviews the granting of a summary judgment motion under the same standard as the trial court. *Simmons v. Berkeley Elec. Coop., Inc.*, 419 S.C. 223, 228, 797 S.E.2d 387, 390 (2016).

ARGUMENT

This is an ordinary foreclosure case that followed proper procedures and reached a proper result. The borrowers' brief—while difficult to decipher—does not explain how the master in equity erred in granting summary judgment or why US Bank is not entitled to foreclose. The borrowers state no grounds that would create a genuine issue of material fact. Instead, the borrowers repeat the unfounded claims of fraud and deceit they have made throughout this

litigation, attempt to challenge the origination of the loan, and state numerous other perceived issues with their mortgage loan—all of which are meritless.

As an initial matter, the court should not reach any of the borrowers' arguments because the borrowers failed to present any legitimate issues that this court may properly consider. First, the borrowers' brief does not include a statement of issues on appeal. The brief therefore does not comply with Rule 208 of the South Carolina Appellate Court Rules. *See* Rule 208(b)(1)(B), SCACR. Because this court ordinarily will not consider any point not set forth in the statement of issues on appeal, the court should not consider any of the borrowers' arguments. *See id.*

Second, the borrowers' brief contains no legal argument and therefore presents no issues to this court. The brief is merely a recitation of facts—some of which are part of the record and some of which are not—and complaints about purported misconduct by the original lender, the loan servicer, counsel for US Bank, and the master in equity. None of the statements in the borrowers' brief—even construed liberally in their favor—constitutes a legal issue that may be considered by an appellate court.

Third, the borrowers' arguments are not accompanied by any citation to authority. The arguments are therefore abandoned and should not be considered by this court. *See Hunt v. Forestry Comm'n*, 358 S.C. 564, 573, 595 S.E.2d 846, 851 (Ct. App. 2004) ("Issues raised in a brief but not supported by authority are deemed abandoned and will not be considered on appeal.").

Even if the court considers the merits of any purported arguments in the borrowers' brief, it should summarily affirm.

I. The master in equity properly granted summary judgment in favor of US Bank.

The master in equity properly analyzed US Bank's right to foreclose and granted summary judgment in favor of US Bank. *See generally* (Mar. 26, 2018 Order, R. ___). US Bank established

each required element of its foreclosure action as a matter of law, and the borrowers failed to raise any legitimate defense to foreclosure. Therefore, no genuine issue of material fact exists as to US Bank's right to foreclose, and the master in equity properly granted summary judgment.

In a foreclosure action, the party seeking to foreclose on a mortgage generally has the burden of establishing the existence of the debt and the mortgagor's default on that debt. *Bank of Am., N.A. v. Draper*, 405 S.C. 214, 221, 746 S.E.2d 478, 481 (Ct. App. 2013). "Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction." *Id.* The borrowers never denied the existence of the debt or their default on the debt. In fact, they admitted executing the note and mortgage. (Feb. 1, 2018 Hearing Tr. at 15, 61, R. ___). Because US Bank proved the existence of the debt and default on the debt, the burden shifted to the borrowers to establish a defense to foreclosure. *See Draper*, 405 S.C. at 221, 746 S.E.2d at 481.

The master properly considered and rejected the borrowers' purported defenses to foreclosure. (Mar. 26, 2018 Order at 1–3, R. ___). In response to US Bank's summary judgment motion, the borrowers asserted only that the appraisal obtained at the time they executed the loan misrepresented the value of their property. (Memo. in Opp. to MSJ, R. ___). The master carefully considered the borrowers' argument, along with all arguments and evidence they submitted before and during the summary judgment hearing—including their assertions of RESPA violations, truth-in-lending claims, and alleged violations of the Consumer Protection Code. (Mar. 26, 2018 Order at 1–3, R. ___). The master found no evidence supported the borrowers' allegations and no genuine issue of material fact existed as to US Bank's right to foreclose. *See generally* (Mar. 26, 2018 Order, R. ___). The master's decision is proper and supported by the evidence.

The master in equity followed all required procedures in this case. This is an ordinary foreclosure case, and the borrowers have presented no meritorious issues. This court should summarily affirm the master's rulings.

II. To the extent any of the borrowers' arguments are properly raised, they are either unpreserved or meritless.

The master's thorough consideration of the claims and defenses at issue in this case, combined with the borrowers' failure to properly raise any issues to this court, renders any further analysis unnecessary. If the court considers any remaining arguments in the borrowers' brief, however, it should find those arguments are either unpreserved or have no merit.

Reading the borrowers' filed second amended brief as charitably as possible,[1] they appear to raise several arguments: (1) they were told by the closing attorney to backdate the mortgage, (Second Am. App. Br. 4, 6); (2) no notary was present at the closing, (*id.*); (3) the borrowers are victims of fraud, misrepresentation, and deceit, (*id.*); (4) the master in equity was biased against them or engaged in some unidentified form of judicial misconduct, (*id.* at 5–6); (5) the November 2003 appraisal was inflated, (*id.*); (6) the master in equity disregarded arguments and evidence presented by the borrowers, (*id.* at 7); (7) the assignment of the mortgage to US Bank was invalid, (*id.*); and (8) the loan servicer denied the borrowers a loan modification, (*id.* at 9). The borrowers also appear to allege, in conjunction with several of the above arguments, that their loan is invalid based on some flaw in the origination process. (*Id.* at 6, 8). Finally, the borrowers assert a violation

[1] The borrowers filed or served several iterations of their brief prior to the court dismissing the appeal in November 2018. US Bank is primarily addressing the arguments raised in the borrowers' "Second Amended" Initial Brief, which they filed on February 13, 2019, and which prompted the court to reinstate this appeal. To the extent the borrowers have raised any issues in other filings that are not squarely addressed in this brief, those issues are either unpreserved or have no merit.

of due process in the table of contents of their brief. (*Id.* at 1). The borrowers' arguments have no merit.

First, the borrowers presented no evidence whatsoever supporting their arguments that they were instructed to backdate the note and mortgage or that they executed the note and mortgage without a notary present. (*Id.* at 4, 6). To the contrary, the record shows the mortgage was notarized the same day the borrowers executed it and, regardless, the borrowers admitted at the hearing that they signed the note and mortgage. (Mortgage p. 15, R. ___; Feb. 1, 2018 Hearing Tr. at 15, 61, R. ___); *see also* (Aff. of Raymond Dufour ¶¶ 5–6, R. ___). As to the appraisal, the borrowers suggest the appraisal was inflated based solely on two printouts from the Aiken County auditor, which the borrowers allege shows the property is valued at a small fraction of the appraisal value. *See* (Exhibits to Memo. in Opp. to MSJ, R. ___). The master considered the borrowers' arguments and rejected them on the grounds that they presented no affidavits or other evidence supporting the supposed valuation and that the argument was contradicted by a prior lender's decision to loan more than $58,000 on the property[2] and the appraisal report (which was prepared and signed by a licensed appraiser) showing the property was valued at $94,591. (Mar. 26, 2018 Order, R. ___); *see also* (Appraisal Report, R. ___). The master's decision is supported by the evidence, while the borrowers' argument to the contrary is speculation with no supporting evidence.[3] *See Nelson*, 390 S.C. at 390, 701 S.E.2d at 780 (holding a non-moving party may not rely on speculation to defeat a motion for summary judgment).

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[2] *See* (HUD-1 Settlement Statement, Defendants' Exhibits e-filed Apr. 24, 2018, R. ___); *see also* (Satisfied 2002 SRP Federal Credit Union Mortage, Defendants' Exhibits e-filed Apr. 24, 2018, R. ___).

[3] Further, the documents cited by the borrowers show they were aware of the purported Aiken County valuation prior to entering into the loan transaction. (Exhibits to Memo. in Opp. to MSJ, R. ___). Despite that knowledge, the borrowers executed the loan documents and made payments

The borrowers are also barred from challenging the origination of the mortgage by the doctrines of judicial estoppel, equitable estoppel, and laches. The borrowers executed the note and mortgage on December 26, 2003. (Note, R. ___; Mortgage, R. ___). They made payments on the loan for more than ten years, from February 2004 until April 2014. *See* (June 5, 2014 Letter, Ex. 4 to Memo. in Supp. of MSJ, R. ___; Aff. of Indebtedness, R. ___). In a 2005 bankruptcy proceeding, the borrowers disclosed the loan as a secured debt, (Bankruptcy Schedule D, Ex. 9 to Memo. in Supp. of MSJ, R. ___), and—at the end of the proceeding—represented that they would retain the property and continue making payments on the debt.[4] *See* Chapter 7 Bankruptcy Petition, *In re West*, Case No. 05-02057-jw [Dkt. No. 1] at 32 (Bankr. D.S.C. Feb. 23, 2005) [hereinafter Bankruptcy Petition] (representing that the "Debtor will retain collateral and continue to make regular payments"). The borrowers have forfeited their right to challenge the origination of the loan.

Judicial estoppel precludes a party who has "formally asserted a certain version of the facts in litigation" from later changing those facts "when the initial version no longer suits him." *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 252, 489 S.E.2d 472, 477 (1997) (finding a litigant was "precluded from claiming ownership of the property because he swore in a prior divorce proceeding that he had no legal interest in the property and that [his son] owned the property"). The borrowers asserted the existence of the debt and that they would continue to pay the debt so

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for ten years. The borrowers have waived any right to contest the appraisal amount. *See Strickland v. Strickland*, 375 S.C. 76, 85, 650 S.E.2d 465, 470 (2007) (explaining the doctrine of waiver is the "voluntary and intentional relinquishment or abandonment of a known right"); *see also* Rule 220(c), SCACR (providing an appellate court may affirm "upon any ground(s) appearing in the Record on Appeal").

[4] This court may take judicial notice of the borrowers' representations in their bankruptcy filings. *See Wise v. Wise*, 394 S.C. 591, 601, 716 S.E.2d 117, 122 (Ct. App. 2011); *Freeman v. McBee*, 280 S.C. 490, 494, 313 S.E.2d 325, 327 (Ct. App. 1984).

they could retain the property at the conclusion of the bankruptcy proceeding. *See* Bankruptcy Petition at 32. Now that the arrangement no longer suits them, the borrowers assert the loan has been invalid since its origination. (Second Am. App. Br. 6, 8). The borrowers have alleged no new facts discovered since the bankruptcy proceeding that would support their change in position. *Hayne Fed. Credit Union*, 327 S.C. at 252, 489 S.E.2d at 477 ("[T]he truth-seeking function of the judicial process is undermined if parties are allowed to change positions as to the facts of the case, unless compelled by newly-discovered evidence."). Therefore, they are judicially estopped from challenging the validity of the loan.

The elements of equitable estoppel are (1) "conduct . . . which is calculated to convey the impression that the facts are otherwise than, and inconsistent with, those which the party subsequently attempts to assert"; (2) "the intention or expectation that such conduct shall be acted upon by the other party"; and (3) "actual or constructive knowledge of the real facts." *Rushing v. McKinney*, 370 S.C. 280, 293–94, 633 S.E.2d 917, 924 (Ct. App. 2006). The borrowers paid their mortgage for more than ten years and have failed to present any facts in support of their challenge to the validity of the loan that they did not know at the time they executed the loan documents. Accordingly, they conveyed the impression that the loan was valid, expected US Bank to maintain the status quo in its relationship with them—as they represented to the bankruptcy court—and knew of any alleged flaws in the origination at the time of origination. The borrowers are therefore equitably estopped from challenging the origination of the loan. *See id.*

"Laches is an equitable doctrine which arises upon the failure to assert a known right." *Strickland*, 375 S.C. at 85, 650 S.E.2d at 470. It is equivalent to the legal doctrine of waiver, which is the "voluntary and intentional relinquishment or abandonment of a known right." *Id.* The borrowers' payment of their loan for more than ten years, combined with their failure to adduce

any newly-discovered evidence, constitutes a waiver of their right to challenge the origination of the loan.

Second, the borrowers did not present any evidence to support their broad allegations of fraud, misrepresentation, and deceit. Although they have repeated those allegations throughout this litigation, they have never articulated any facts supporting the allegations. Therefore, the master properly rejected those arguments. (Mar. 26, 2018 Order at 1–3, R. __). Third, no evidence supports the borrowers' allegations of judicial misconduct, and this issue was neither raised to nor ruled upon by the master in equity. The issue is therefore unpreserved. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). Fourth, the master properly considered all of the borrowers' arguments, as he explained in his well-reasoned order, and ruled in favor of US Bank. (Mar. 26, 2018 Order, R. ___).

Fifth, to the extent the borrowers challenge US Bank's standing to foreclose, their argument was not ruled on by the master and is therefore unpreserved. *See Wilder Corp*, 330 S.C. at 76, 497 S.E.2d at 733. Even if the argument is preserved, however, it is meritless. "Standing refers to a party's right to make a legal claim or seek judicial enforcement of a duty or right." *Michael P. v. Greenville Cty. Dep't of Soc. Servs.*, 385 S.C. 407, 415, 684 S.E.2d 211, 215 (Ct. App. 2009) (citing *Powell ex rel. Kelley v. Bank of Am.*, 379 S.C. 437, 444, 665 S.E.2d 237, 241 (Ct. App. 2008)). For a party to have standing, "a litigant must have a personal stake in the subject matter of the litigation." *Id.* at 415–16, 665 S.E.2d at 241.

The holder of a note has standing for foreclosure purposes. *Draper*, 405 S.C. at 220–23, 746 S.E.2d at 481–82. A "holder" is defined as "the person in possession of a negotiable instrument that is payable either to bearer or an identified person that is the person in possession." S.C. Code Ann. § 36-1-201(b)(21)(A). US Bank is the holder of the note. The note is indorsed in

blank, (Note, page titled Endorsement and Assignment of Note, R. ___), which renders it bearer paper. *See* S.C. Code Ann. § 36-3-109(c) ("An instrument payable to an identified person may become payable to bearer if it is indorsed in blank pursuant to Section 3-205(b)."); S.C. Code Ann. § 36-3-205(b) ("When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed."). The note, therefore, is payable to bearer and may be enforced by the entity that possesses it. *See* S.C. Code Ann. § 36-1-201(b)(21)(A); *Draper*, 405 S.C. at 220–23, 746 S.E.2d at 481–82. US Bank presented the original note to the master in equity, thus proving it was in possession of the note indorsed in blank. (Feb. 1, 2018 Hearing Tr. 57–58, R. ___). Therefore, US Bank proved it was entitled to enforce the note.

US Bank is also the assignee of the mortgage. (Assignment of Mortgage, R. ___). Importantly, a borrower does not have standing to challenge a mortgage assignment. *See Reese v. United States Bank Nat'l Ass'n*, No. 3:11-2990-CMC-SVH, 2012 U.S. Dist. LEXIS 75652, at *8–9 (D.S.C. Apr. 30, 2012) ("Plaintiff is only a party to the Mortgage and, because the Assignment is a separate contract to which Plaintiff is not a party, she cannot question its validity."); *see also Windsor Green Owners Ass'n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 17, 605 S.E.2d 750, 752 (Ct. App. 2004) ("Generally, one not in privity of contract with another cannot maintain an action against him in breach of contract."). The borrowers therefore lack standing to contest the assignment of the mortgage, and any arguments that US Bank is not entitled to foreclose fail as a matter of law.

Sixth, to the extent the borrowers assert they were improperly denied a loan modification, the master in equity never ruled on the issue and the borrowers failed to file a Rule 59(e) motion. The issue is therefore unpreserved. *See Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 24, 602 S.E.2d

772, 780 (2004) (providing a party must file a Rule 59(e) motion when an issue has been raised, but not ruled upon, to preserve it for appellate review).

Finally, the borrowers received adequate due process. They filed pleadings, a response to US Bank's summary judgment motion, and numerous exhibits. They were allowed to present arguments and evidence at the summary judgment hearing. Accordingly, they received due process, and the due process argument stated in the borrowers' table of contents has no merit. *See S.C. Nat. Bank v. Cent. Carolina Livestock Mkt., Inc.*, 289 S.C. 309, 313, 345 S.E.2d 485, 488 (1986) ("The fundamental requirement of due process is the opportunity to be heard 'at a meaningful time and in a meaningful manner.'").

This court should summarily affirm the master in equity's ruling.

CONCLUSION

This is an ordinary foreclosure action that proceeded in a proper manner and reached a proper result. The borrowers have not presented any issues that this court may properly consider. Even if the court considers the arguments stated in the borrowers' brief, it should find that each argument is either meritless, unpreserved, or both, and it should affirm the summary judgment in favor of US Bank.

(signature page attached)

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Columbia, South Carolina

May 20, 2019

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

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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):

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March 12, 2019

Hand Delivered
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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 one copy each of Initial Respondent's Brief and Respondent's Designation of Matter to be Included in the Record on Appeal. We would ask that you file the originals and return the clocked-in copies to us via our courier.

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

Very truly yours,

Nicholas A. Charles

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