

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

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SC Court of Appeals

APPEAL FROM Horry COUNTY

Court of Common Pleas

Cynthia Graham Howe, Master-in-Equity Judge

Appellate Case No.: 2016-001550

Branch Banking and Trust CompanyRespondent

v.

Cindy B. Hunt; Willow Greens

Homeowners Association, Inc.;

CJ Developers, LLC.....Defendant(s),

Of Whom Cindy B. Hunt isAppellant

MOTION / PETITION FOR WRIT OF CERTIORARI

Cindy B. Hunt, Pro Se, SC Bar # 65408.
195 D Willow Green Drive
Conway, SC 29526
843 488-1131

Counsel of Record: Sean Foerster
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202

Motion / Petition For Writ of Certiorari

- A. Motion under Rule 11, SCRPC. This is a novel question of law.
- B. Four questions were presented to the SC Court of Appeals. See the FBOTA at p. v.
 - a. The primary question on appeal is Question 4:
IS HUNT ENTITLED TO ATTORNEY FEES AND COSTS and loss of wages, termination of lis pendens, satisfaction of Hunt and Sherman mortgages; and interest. See the FBOTA at p. 39-49. This is a novel question of law.

STATEMENT OF THE CASE

Lawsuit #1: Hunt filed lawsuit #1 on 8/13/2009 in the USDC. BBT asked the USDC to send this matter to State Court. See the 5/29/2010 MTD at pp. 355-380.

Pro Se:

Hunt became pro se in this matter after BBT threatened Hunt and Hunt's attorneys – Ballard and Valtorta with Rule 11 violations in the 5/29/2010 MTD in lawsuit # 1. See pp. 357-358; p. 396; see the **9/21/2010** Tr. at pp. 552 line 4 – p. 554 line 10; p. 1582 (affidavit); p. 427-428 by Hearn; and see pp. **1257-1264**; and FBOTA at pp. 39-49; see the 1/2/2020 APFR at pp. **29-42** and pp. 54-65 (affidavit).

Hunt is a trustee of Hunt's IOLTA. See p. 301.

BBT and its employees are trustees of Hunt's IOLTA. See p. 301. Hunt is an attorney licensed in SC. See p. 32.

Pursuant to oath, statute (FN 67: See SC Code Ann. 62-7-811) and responsibility Hunt is required to protect and defend the IOLTA." See pp. 1216-1217.¹

Hunt wrote to BBT on **9/24/2010** disputing the unauthorized loans in Hunt's customer profile. BBT responded on **9/27/2010** stating that the loans were no longer in Hunt's customer profile. Thereafter, BBT refused to cooperate with the HCPD. See pp. 1477-1507.

On **11/8/2010**, where BBT refused to cooperate with the HCPD, BBT was reported to the FDIC-OIG. On 4/20/2011 Hunt did make a motion under Rule 59(e), FRCP. Hunt appealed lawsuit #1 to the USCA. See the 3/23/2011 – 6/26/2012 Orders at pp. 1-28. See the civil docket at pp. 1587-1600.

Lawsuit #2: While lawsuit #1 was ongoing Hunt filed the 5/10/2011 amended complaint in lawsuit #2 at pp. 165-232 where Hunt asserted allegations against BBT and several employees of bank, wire and mail fraud; and obstruction of justice involving the HCPD; RICO, etc.

¹ See FBOTA at pp. 23-24 where BBT made **No Objections to two Briefs** at pp. 1119-1224.

On 6/4/2012, based on the 9/27/2010 letter from BBT, Hunt wrote to BBT requesting satisfaction of her 2007 mortgage. See pp. 1519-1526.

Unobjected: BBT and employees dodged service of process in lawsuit #2 and on **6/19/2012** BBT filed a MTD under Rule 12(b)(2) and (b)(5), SCRPC. The 6/19/2012 MTD did not include an objection under Rule 12(b)(6), SCRPC to the 5/10/2011 amended complaint. See pp. 381-390.

On 7/1/2012 Hunt's 2007 mortgage became delinquent as stated in the 6/4/2012 letter. See pp. 1519-1526.

BBT did not file a foreclosure counterclaim in lawsuit #2.

On **3/13/2013** at 2:01 pm the USDC granted BBT's MTD lawsuit #2. See pp. 29-44.

BBT did not make a motion under Rule 59(e), FRCP. Lawsuit #2 was not appealed to the USCA. See the civil docket at pp. 1673-1678.

Lawsuit #3: While lawsuit #2 was ongoing, on **7/9/2012** Hunt filed lawsuit #3 in state court with 42 exhibits. The only parties in lawsuit #3 were Hunt and BBT. See pp. 233-260.

Hunt filed a notice of withdrawal in lawsuit #3 on 8/6/2012 at 10:46 am. See p. 1938. BBT removed lawsuit #3 with 42 exhibits to the USDC on 8/6/2012 at 1:49pm pm based on the delinquent mortgage. See p. 1935; and see the NOR at pp. 1107-1109.

The 6/4/2012 letter at pp. 1519-1526 was included in the 42 exhibits. BBT did not object to any of the 42 exhibits.

On **8/9/2012** BBT filed the MTD at pp. 391-422 and pp. 1933-1938.

On **9/17/2012**, in response to BBT's 8/9/2012 MTD, Hunt filed the unobjected to 5/10/2011 amended complaint from lawsuit #2 as evidence in lawsuit #3. See at lawsuit #2 the 5/10/2011 amended complaint at pp.

165-232² and see the 6/19/2012 MTD at pp. 381-390; and see Mendelsohn v. Whitfield, 430 S.E.2d 524, 530, 312 S.C. 17 (S.C. App. 1993): "The court admitted the Complaint into evidence without objection..." See the Order at pp. 45-58 in particular see p. 49; and see the civil docket at pp. 1679-1682.

On 3/6/2013 Hunt submitted to the USDC the affidavit at exhibit #46 for attorney fees and costs, etc. See pp. 1577-1586. BBT did not object to this affidavit. See the civil docket at pp. 1679-1682.

COMPULSORY COUNTERCLAIM arose in Lawsuit #3: See the 6/4/2012 letter to BBT at 1519-1526. Thereafter, Hunt's mortgage became delinquent on 7/1/2012. See the 4/16/2013 foreclosure complaint at p. 265 at paragraph 11. Lawsuit # 3 was filed on 7/9/2012 involving two parties: Hunt and BBT. See the complaint at pp. 233-260. The common matters in lawsuit # 3 arose from misuse of Hunt's accounts at BBT. See the 6/4/2012 letter to BBT at pp. 1519-1526. See Rule 13(a), FRCP.

NO COMPULSORY COUNTERCLAIM Asserted By BBT in Lawsuit# 3: BBT did not assert a compulsory counterclaim during lawsuit # 3 in the USDC for foreclosure on the above reference compulsory counterclaim mortgage that became delinquent on 7/1/2012 where its adjudication did not require the presence of third parties of whom the court could not acquire jurisdiction. See Rule 13(a), FRCP; and **Beach Co. v. Twillman, Ltd., 351 S.C. 56, 61, 566 S.E.2d 863 (S.C. App. 2002).**

Orders / Judgments: On **3/13/2013** at 2:01 pm the USDC granted BBT's 6/19/2012 MTD in lawsuit #2 at pp. 381-390. See pp. 29-44. On **3/13/2013** at 3:41 pm the USDC partially granted BBT's 8/9/2012 MTD in lawsuit #3 at pp. 391-422 and pp. 1933-1938. See pp. 45-58.

ARGUMENTS:

² Hunt argues that this evidence coupled with the 3/13/2013 partial grant of the MTD at pp. 45-58 resulted in BBT filing lawsuit #4 in State Court where "[a] party cannot appeal from the granting of his own motion." **Mendelsohn v. Whitfield, 430 S.E.2d 524, 530, 312 S.C. 17 (S.C. App. 1993).**

Lawsuit #4:

Res judicata or estoppel by judgment:³

The parties in **lawsuit # 3** were BBT and Hunt. See pp. **45-58**. The claims in lawsuit # 3 that were not reached are in the complaint at pp. 233-260; and the claims in the 9/17/2012 response exhibits at pp. 1681-1682 which include pp. **165-232** and the **Sherman** mortgage at pp. 1759-1771.

Unpreserved: BBT did not make a motion under Rule 59(e), FRCP to preserve the arguments / defenses that were not reached in its lawsuit #3 MTD at pp. 391-422 & pp. 1933-1938.⁴ Lawsuit #3 was not appealed to the USCA by BBT.⁵ See the civil docket at pp. 1679-1682.

("The doctrine of res judicata bars a litigant from raising any issues which were adjudicated in the former suit and any issues which might have been raised in the former suit."). **Weaver v. Progress Energy Carolinas, Inc. (S.C. App. 2013) at p. 2.**

The parties in **lawsuit #4** are BBT and Hunt. See pp. 261-272 & pp. 1799-1816 & pp. 1825-1834. As such, Hunt argues that **res judicata applies** to the foreclosure complaint at pp. 261-272;⁶ and BBT's unpreserved arguments of the 8/9/2012 MTD (cf. BBT's two MTD at pp. 423-432; and the oral arguments of BBT at pp. at pp. 557-1072). See the 8/9/2012 MTD at pp. 391-422 & pp. 1933-1938; and pp. 45-58. **Id.**

³ See the 12/22/2014 Response at pp. 1850-1853: Res judicata / claim preclusion and judicial estoppel ...

⁴ Cf. The 6/25/2014 MTD at pp. 429-432; and see p. 1859.

⁵ "A party cannot appeal from the granting of his own motion." **Mendelsohn v. Whitfield, 430 S.E.2d 524, 530, 312 S.C. 17 (S.C. App. 1993).**

⁶ Cf. from lawsuit # 3 the 6/4/2012 letter to BBT at exhibit # 37 / pp. 1519-1526; see the exhibit 37 attached to the complaint lawsuit # 3 complaint at pp. 233-260; and see BBT's 8/6/2012 NOR at pp. 1107-1109.

Nonetheless, BBT filed the foreclosure complaint at pp. 261-272 against Hunt on 4/16/2013. See where the mortgage became delinquent on 7/1/2012 at p. 265 at paragraph 11.

Hunt filed an answer on 8/2/2013 at pp. 273-276 (res judicata). Hunt filed counterclaims on 8/2/2013 at pp. 277-298 with 42 exhibits and a motion for summary judgment. See the FBOTA at p. 5.

Hunt filed the FAC on 6/6/2014 at pp. 299-338 and referred to the already submitted exhibits including pp. 165-232⁷ where pages 165-232 are at exhibit # 49 entry # 15-8.

BBT filed a MTD on 6/25/2014 at pp. 429-432. A hearing was held on 10/14/2014. See the Tr. at pp. 829-958. The Order from the hearing was filed on 1/13/2015 during removal to the USDC. See the NOR at pp. 1110-1118; and pp. 98-112. On 8/11/2015 Hunt filed a motion to alter, amend or vacate under Rule 59 and 60, SCRCR. See pp. 1095-1100. A hearing was held on 11/10/2015. See the Tr. at pp. 959-1072; and see the brief at pp. 1225-1270. The Order from the hearing was filed on 6/15/2016. See pp. 139-146.

Claims that are not subject to BBT's 6/24/2014 MTD: The 9/21/2010 Tr. at pp. 552 line 4 – p. 554 line 10 show that BBT knew that Hunt was preparing to sit for the **patent bar⁸ and Hunt's address**. See pp. 357-358; p. 396; see the **9/21/2010** Tr. at pp. 552 line 4 – p. 554 line 10; p. 1582 (affidavit); p. 427-428 by Hearn; and see pp. 1257-1264; and FBOTA at pp. 39-49; see the 1/2/2020 APFR at pp. 29-42 and pp. 54-65 (affidavit).

After Hunt received the 3/13/2013 Orders from the USDC Hunt accepted an externship at the US Patent and Trademark Office (USPTO) in late March / early April 2013 for the summer at the USPTO.⁹ See pp. 1822-1824.

⁷ See where the FAC at p. 312 references exhibit #s 46-49 where pp. 165-232 are at exhibit # 49 entry # 15-8.

⁸ See FN 1 at p. 1581 and the transcript at p. 1583.

⁹ See above at USPTO and denial of employment at pp. 1162-1163. BBT did not object to the admission of pp. 1119-1224 into evidence on 10/14/2014 where BBT made an early exit. See the FBOTA at pp. 23-25.

The 6/20/2013 affidavit of non-service shows that BBT knew that Hunt was out of town taking a class. See p. 1900. And the letter from Santee Cooper Power Service shows that the 6/20/2013 affidavit of non-service contained a false statement: power is shut off. See pp. 1881-1884.

Hunt returned to Horry County in late July 2013 to find that BBT had filed the barred compulsory counterclaim from lawsuit # 3 in the subsequent current lawsuit # 4 as the 4/16/2013 foreclosure complaint.

Loss of Wages: On 6/6/2014 Hunt filed the amended counterclaims with a claim involving **loss of wages / earning capacity** resulting from where Hunt was denied employment at the USPTO in the Fall of 2013. The denial of employment at the USPTO was the result where BBT had reported Hunt as delinquent on the disputed mortgage on 2/17/2013.¹⁰ See pp. 331-334; pp. 1175-1176 & 1216-1218;¹¹ and see pp. 1579-1586.¹² See above at: **Res judicata or estoppel by judgment.**

Defamation claim - the 4/16/2013 foreclosure complaint is barred by res judicata or estoppel by judgment. Hunt was denied employment at the USPTO in the Fall of 2013. The denial of employment at the USPTO was the result where BBT had reported Hunt as delinquent on the disputed mortgage on 2/17/2013.¹³ See pp. 331-334; pp. 1175-1176 & 1216-1218;¹⁴ and see pp. 1579-1586.¹⁵ See above at: **Res judicata or estoppel by judgment.**

¹⁰ On 3/13/2013 the USDC dismissed lawsuit #2-3 at BBT's request where BBT did not file a counterclaim for foreclosure during lawsuit # 2-3. See the Orders at pp. 29-58.

¹¹ The briefs at pp. 1119-1224 were admitted into the record without objection on 10/14/2014 by BBT where BBT refused to return so that Hunt could finish her oral arguments. See pp. 1901-1902.

¹² At no time did BBT object to Hunt's claims of loss wages; nor several other claims. See pp. 423-432, pp. 829-1072.

¹³ On 3/13/2013 the USDC dismissed lawsuit #2-3 at BBT's request where BBT did not file a counterclaim for foreclosure during lawsuit # 2-3. See the Orders at pp. 29-58.

¹⁴ The briefs at pp. 1119-1224 were admitted into the record without objection on 10/14/2014 by BBT where BBT refused to return so that Hunt could finish her oral arguments. See pp. 1901-1902.

¹⁵ At no time did BBT object to Hunt's claims of loss wages; nor several other claims. See pp. 423-432, pp. 829-1072.

Evidence of violations of a federal claim involving a CRA that allow loss wages and attorney fees and costs is at p. 1586 and include but is not limited to: **15 USC 1681n/o**.¹⁶ See pp. 212-214. BBT did not object to of this claim in lawsuit #2-4. See the FAC pp. 299-338 & pp. 212-214; and see 6/19/2012 MTD at pp. 381-390 and the Order at pp. 29-44; see the 8/9/2012 MTD at pp. 391-422 and pp. 1933-1938; and the 3/13/2013 Order at pp. 45-58; and see pp. 1161-1165. See above at: **Res judicata or estoppel by judgment.**

As such, Hunt argues that the foreclosure complaint, the denial of employment at the USPTO, the enclosed letter to SLED of recent trespassing, stalking and harassment by BBT (see 1/2/2020 APFR at pp. 44-51) and the enclosed affidavit from Donna Brown, is evidence that BBT has engaged in the defamation of Hunt involving a loss of wages. See pp. 207-8; pp. 1161-1165; pp. 1217-1218; p. 1901 and see pp. 1850-1853.

BBT responded to Hunt's 6/6/2014 admitted amended counterclaims at pp. 299-338 with a limited motion to dismiss at pp. 423-432, 829-958.¹⁷ Thereafter, Hunt asserted affidavits of default, etc. at pp. 433-546; and a hearing was held on 9/30/2014. See FBOTA at pp. 15-33.

Based on the above, Hunt argues that the amended counterclaims have been admitted; and the SOL and the SC Probate objection as asserted by BBT in the 6/25/2014 motion to dismiss at pp. 429-432, the 10/14/2014 Tr. at pp. 829-958 and the 1/13/2015 Order at pp. 98-112¹⁸ is not applicable to these **claims (loss of wages, defamation and under 15 USC 1681n/o)**

¹⁶ [E]ven if the information is technically correct, it may nonetheless be inaccurate if, through omission, it "create[s] a materially misleading impression." **Saunders v. Branch Banking & Trust Co. of Va., 526 F.3d 142, 148 (4th Cir.2008); Saunders v. Equifax Info. Sys. (W.D. Tex. 2017) at p. 9.**

¹⁷ Hunt argues that the claims at pp. 281-286, 287-290, 293-296 are included at pp. 165-232, 299-339, and 1119-1178 and not objected to at pp. 429-432, 829-958; see the 1/13/2015 Order; and see the motions to alter or amend at pp. 1073-1086, 1095-1106.

¹⁸ On 8/11/2015 Hunt made a motion under Rule 59 and 60, SCRCP.

that occurred after 2009;¹⁹ are not preserved; and are thus waived / abandoned. See *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 714 S.E.2d 537, 539-540 (S.C. 2011); see p.1085; see pp. 29-58.

Hunt filed a MFDJ, etc. under Rule 55(a) and (b)(1-3), SCRPC on 9/30/2014 at pp. 433-546.²⁰ A hearing was held on 10/14/2014. See the Tr. at pp. 829-958; and see the briefs at pp. 1119-1224. The Order from the hearing was filed on 10/28/2014 at pp. 85-90.²¹ On 10/30/2014 Hunt filed a motion to alter, amend or vacate under Rule 59, SCRPC at pp. 1073-1086. A hearing was held on 11/10/2015. See the Tr. at pp. 959-1072; and see the brief at pp. 1225-1270. The Order from the hearing was filed on 6/15/2016. See pp. 139-146.

10/14/2014 Hearing: BBT made oral arguments on its 6/25/2014 MTD and then made an early unexcused exit from the courtroom. As a result, Hunt did not get to make oral arguments on her MFDJ, etc. under Rule 55(a) and (b)(1-3), SCRPC.

10/14/2014 Unobjected Briefs: Before the early exit Hunt submitted the briefs filed by the master on **10/16/2014 at pp. 1119-1224 that were not objected to by BBT**; see the 10/14/2014 Tr. at pp. 829-958. See the FBOTA at pp. 23-25.

Hunt's 11/10/2014 NOR to the USDC is at pp. 1110-1118. See BBT's 12/08/2014 motion to remand at pp. 1839-1846; **see Hunt's 12/22/2014 Response at pp. 1847-1870**; see BBT's 1/3/2015

¹⁹ Hunt argues that neither statute of limitations nor the Probate Code objection applies to Hunt's claim of loss wages of \$7, 866,670 where Hunt has never been able to practice Patent Law. See p. 1581.

²⁰ Where Hunt stated in the 9/30/2014 notice of hearing that the hearing was supported by the seventy plus exhibits in the file at the office of the clerk of court of Horry County and the prior pleadings [...].

²¹ Also, see Rule 58, SCRPC at pp. 1246-1247; and see where the Order from the MTD hearing was filed on 1/13/2015 during removal to the USDC. See the NOR at pp. 1110-1118; and the Order at pp. 98-112.

Reply at pp. 1871-1880²²; see the 1/13/2015 Order at pp. 98-112²³ from the State Court 10/14/2014 hearing; see **5/11/2015 Order of Remand at pp. 113-135.**

Hunt filed a motion under Rule 41, SCRPC for attorney fees and costs on 5/27/2015 at pp. 1087-1094. This was Hunt's second motion for attorney fees and costs.²⁴ No oral hearing was requested for this 5/27/2015 motion. See p. 1092. BBT did not file a written objection to the motion. The Order from the hearing was filed on 6/3/2015. See pp. 136-138. On 8/11/2015 Hunt filed a motion to alter, amend or vacate under Rule 59 and 60, SCRPC at pp. 1101-1106. A hearing was held on 11/10/2015. See the Tr. at pp. 959-1072; and see the brief at pp. 1225-1270. The Order from the hearing was filed on 6/15/2016 at pp. 139-146.

Pro Se: The master does not make a finding in the Orders at pp. 136-138 or pp. 143-146 that Hunt is pro se. The USDC made a finding that Hunt is an attorney. BBT did not appeal this decision of the USDC in lawsuit #2. See at p. 32 at fn. 1 in lawsuit # 2; and see pp. 1673-1678.

The Orders re attorney fees and costs at pp. 136-138, pp. 143-146 and the 12/18/2019 Order at paragraph #4 are without evidentiary support. The evidence shows that as to the 9/30/2014 MFDJ, etc. with the affidavit requesting attorney fees that service was made on BBT. See 539-546. BBT did not file an objection within ten days of service of the motion or affidavit. And the evidence shows that BBT exited the 10/14/2014 hearing on the 9/30/2014 motion early and refused to return so that Hunt could make oral arguments. See the FBOTA at pp. 23-25 and at p. 1901.

²² In Hunt's response Hunt argued res judicata and estoppel at pp. 1850-1853; and Hunt argued attorney fees and costs for lawsuit #s 1-4. BBT did not object in its reply.

²³ This 1/13/2015 Order is based solely on statute of limitations (SOL) and no private right of action. See the FAC at pp. 299-338 & pp. 308-313: "after 2009". After 2009 BBT through threats of a Rule 11 violation interfered with Hunt sitting for the patent bar exam. See FN 1 at p. 1581 and the transcript at p. 1583; and see the **9/21/2010** Tr. at pp. 552 line 4 – p. 554 line 10.

²⁴ The master did not rule on the 9/30/2014 MFDJ, etc. where Hunt requested attorney fees under Rule 55(b)(3), SCRPC based on the FAC.

The evidence shows that as to the 5/27/2015 Motion requesting attorney fees and costs that service was made on BBT. See pp. 1087-1094. Hunt argues that thereafter BBT engaged in behavior similar to the 9/30/2014 MFDJ, etc. where BBT did not file a written objection to the 5/27/2015 motion. See pp. 1101-1106; and see *Mortgage Electronic Registration Systems, Inc. v. Parrott*, Opinion No. 2006-UP-00402 (S.C. App. 12/11/2006) (S.C. App. 2006) (As to the master raising sua sponte affirmative defenses on behalf of the Respondents: *Heins v. Heins*, 344 S.C. 146, 152, 543 S.E.2d 224, 227 (Ct. App. 2001) ("It is well settled that ordinarily a party may not receive relief not contemplated in his or her pleadings."); *Collins Entertainment, Inc. v. White*, 363 S.C. 546, 563, 611 S.E.2d 262, 270 (Ct. App. 2005) ("[T]he failure to plead an affirmative defense is deemed a waiver of the right to assert it.")).

Also, see herein at motion under Rule 11, SCRPC where Hunt argues that the foreclosure complaint that BBT has filed is a frivolous pleading. See *Ellis v. Cassidy*, 625 F.2d 227 (9th Cir. 1980) (finding an award to a defending pro se attorney litigant was proper because the award furthers the underlying policy of discouraging frivolous or harassing litigation [...])). **Calhoun v. Calhoun**, 331 S.C. 157, 166, 501 S.E.2d 735 (S.C. App. 1998).

7/27/2015 Letter to HC Clerk's Office: Hunt did not receive any orders from the HC clerk's office for several months. See the 7/27/2015 letter to the HC clerk's office at pp. 1887-1891; and see pp. 1232-1237. **On 8/11/2015 Hunt filed two motions to alter or amend or vacate:** 1) re the 1/13/2015 Order at pp. 1095-1100; and 2) re the 6/03/2015 Order at pp. 1101-1106.

The **11/10/2015 Hearing** was on three motions to alter or amend or vacate:

- 1) re the 10/28/2014 Order at pp. 1083-1086; and
- 2) re the 1/13/2015 Order at pp. 1095-1100; and
- 3) re the 6/03/2015 Order at pp. 1101-1106. See Hunt's brief at pp. 1225-1270 and see the Tr. at pp. 959-1072.

The 6/15/2016 Order re the 11/10/2015 hearing on three motions is at pp. 139-146.

The appendix includes: FBOTA;²⁵ FBOTR;²⁶ the 12/18/2019 Order; the APFR;²⁷ RRT;²⁸ and the 2/20/2020 Order.²⁹

Motion under Rule 11, SCRPC -

The evidence at pp. 165-232 (from lawsuit #s 2-3) shows that BBT and its employees engaged in bank, mail and wire fraud, obstruction of justice and RICO, etc. for at least 8 years involving Hunt's IOLTA³⁰ and other depository accounts. Cf. **IN RE WELCH, 355 S.C. 93, 584 S.E.2d 369 (S.C. 2003).**

As such, Hunt argues that after BBT received the 3/13/2013 Orders (pp. 29-58) granting its requested dismissals of lawsuit #s 2-3 that BBT went in search of attorneys that were willing to violate Rule 11, SCRPC by filing the barred 4/16/2013 foreclosure complaint at pp. 261-272 to commence lawsuit # 4, as part of BBT's effort to improperly bury the evidence at pp. 165-232.

After Hunt received the 3/13/2013 Orders Hunt went on with the business of living where Hunt accepted an externship at the USPTO and spent the summer in Alexandria, Va. See pp. 1821-1824. BBT's repeated threats of a Rule 11 violation (see pp. 1260-1261) resulted in Hunt not being able to sit for the patent bar exam. See pp. 1583-1585. However, in an effort to waive into the Patent Bar Hunt did an externship at the USPTO during the summer (May - July) of 2013 in order to get a job at the USPTO. See 1821-1824. In the Fall of 2013 Hunt was denied employment at the USPTO where BBT had reported Hunt as the delinquent on the disputed mortgage. See 1584-1586.

²⁵ FINAL BRIEF OF THE APPELLANT.

²⁶ FINAL BRIEF OF THE RESPONDENT.

²⁷ AMENDED PETITION FOR REHEARING.

²⁸ RESPONDENT RETURN TO APPELLANT AMENDED PETITION FOR REHEARING.

²⁹ In this matter Hunt reasserts the entire record on appeal; and the FBOTA; and 1/2/2020 APFR.

³⁰ **CONTRACT:** Hunt argues that in this matter involving her IOLTA that there is a contract of employment that has been superinduced upon her by law. See SC Code § 62-7-1004 at p. 325; and **First Union Nat. Bank of SC v. Soden, 333 S.C. 554, 573-575, 511 S.E.2d 372 (S.C. App. 1998).**

See above at **res judicata or estoppel by judgment.**

"By definition, a counterclaim is compulsory only if it arises out of the same transaction or occurrence as the opposing party's claim." (quoting First-Citizens Bank & Trust Co. v. Hucks, 305 S.C. 296, 298, 408 S.E.2d 222, 223 (1991)). V.E. Amick & Assocs., LLC v. Cooper (S.C. App. 2015). See Hunt's 6/4/2012 letter at pp. 1519-1526; see the 7/9/2012 Complaint at pp. 233-260; see BBT's 8/6/2012 NOR at pp. 1107-1109; and see pp. 29-58. See above at **res judicata or estoppel by judgment.**

"Federal Rule 13(a) [...] requires that a compulsory counterclaim be pleaded and adjudicated[or all right of action thereon is foreclosed. New Britain Mach. Co. v. Yeo, 358 F.2d 397, 410 (6th Cir.1966). The rule prohibiting a party from asserting a compulsory counterclaim in a subsequent action under Federal Rule 13 is mandatory." *Id.* **Beach Co. v. Twillman, Ltd., 351 S.C. 56, 63, 566 S.E.2d 863 (S.C. App. 2002).**³¹

As such, BBT and its attorneys³² were prohibited from asserting the lawsuit #3 compulsory counterclaim in this subsequent action / lawsuit #4. *Id.*

Hunt **provided notice** to the master and BBT's attorneys - of lawsuit #s 1-3 on the first pages of Hunt's 8/2/2013 counterclaims and³³ Hunt's 6/6/2014 FAC; the ANSWER at (res judicata); and via certified mail. See p. 277, p. 299, pp. 273-276; pp. 539-546; and see the 12/22/2014 response at pp. 1850-1853; and p. 1089.

Hunt argues that BBT used the barred compulsory foreclosure counterclaim from lawsuit # 3 as a vehicle to enter into State Court on 4/16/2013 as a

³¹ See first paragraph at pp. 1160; and see above at **Res judicata or estoppel by judgment ABC.**

³² ("The party and/or attorney may also be sanctioned [under Rule 11] for filing a pleading, motion, or other paper in bad faith ...") **In re Beard, 359 S.C. 351, 360, 597 S.E.2d 835 (S.C. App. 2004).**

³³ On 5/20/2014 BBT provided to the master and Hunt its knowledge of - the complaints, MTDs and Orders for lawsuit #s 1-3. See the 5/20/2014 Tr. at p. 605 at line 2- p. 606 at line 24.

part of its effort to bully Hunt; and improperly bury the evidence from the USDC at pp. 165-232 where BBT was granted a partial dismissal of its 8/9/2012 MTD on 3/13/2013 at pp. 45-58; and where “[BBT...could] not appeal from the granting of [its] own motion in the USDC...”³⁴

Thus, Hunt argues that the following **came about but for** BBT and its attorneys willful disobedience of the Orders of the USDC at pp. 45-58: BBT’s barred **4/16/2013** foreclosure complaint at pp. 261-272; the ongoing defamation;³⁵ the three lis pendens;³⁶ the 8/12/2013 Order of Publication at pp. 1795-1797; and the persons that have stalked, harassed and trespassed on Hunt’s property as described in the letter to SLED – see the 1/2/2020 APFR at pp. 44-51 and the enclosed affidavit from Donna Brown; the 9/5/2013 MTD at pp. 423-428; the 6/25/2014 MTD at pp. 429-432; the 10/28/2014 Order at pp. 85-90; the 1/13/2015 Order at pp. 98-112; the 6/3/2015 Order at pp. 136-138; the 6/15/2016 Order at 139-146; the FBOTR; and the RRT 12/18/2019 and 2/20/2020 Orders of the SCCA. See **Durham Sch. Servs., L.P. v. Gen. Drivers (D. S.C. 2016) at pp. 11-12.**

The BBT and the attorneys that represent BBT in lawsuit #4 should have known that the 4/16/2013 foreclosure complaint was barred based on res judicata or estoppel by judgment where it was not asserted in lawsuit #3. See pp. 233-260; BBT’s NOR at pp. 1107-1109; pp. 1519-1526; pp. 45-58; and the civil docket at pp. 1679-1682; p. 273, p. 277; see above at: **Res judicata or estoppel by judgment**; and see **Beach Co. v. Twillman, Ltd., 351 S.C. 56, 62, 566 S.E.2d 863 (S.C. App. 2002).**

“Fed. R. Civ. P. 11. Rule 11 requires an attorney who has signed a pleading to fulfill three obligations. Jackson v. Law Firm of O’Hara, Ruberg, Osborne and Taylor, 875 F.2d 1224, 1229 (6th Cir. 1989).

First, the attorney must conduct a reasonable inquiry to determine that the document is well grounded in fact.^[37] **Second**, the attorney must conduct a

³⁴ See Mendelsohn v. Whitfield, 430 S.E.2d 524, 312 S.C. 17 (S.C. App. 1993).

³⁵ See pp. 207-208; pp. 1161-1165; the three lis pendens and the enclosed affidavit of Brown, etc.

³⁶ See the three lis pendens that are included in this Petition.

³⁷ See the foreclosure complaint at pp. 261-272. Hunt argues that the foreclosure complaint is not well grounded in fact where the rule prohibiting

reasonable inquiry to determine that the positions taken are warranted by existing law or as good faith arguments for extension or modification of existing law.^[38] **Third**, the document must not be filed for any improper purpose."^[39] **Haisha v. Countrywide Bank (E.D. Mich. 2011) at p. 3. As such, "Rule 11** provides for sanctions against attorneys and parties who file pleadings that contain "claims[or] other legal contentions [that] are [not] warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law," or factual allegations that have neither evidentiary support nor the likelihood of forthcoming evidentiary support." **Durham Sch. Servs., L.P. v. Gen. Drivers (D. S.C. 2016) at FN 2.**

"Rules of procedure "shall be construed to secure the just, speedy, and inexpensive determination of every action." Rule 1, SCRPC. The purpose of Rule 13(a) is "to prevent multiplicity of actions and to achieve resolution in a single lawsuit of all disputes arising out of common matters." S. Constr. Co. v. Pickard, 371 U.S. 57, 60, 83 S.Ct. 108, 9 L.Ed.2d 31 (1962) (interpreting the federal counterpart to South Carolina's Rule 13(a)). **Beach Co. v. Twillman, Ltd., 351 S.C. 56, 62, 566 S.E.2d 863 (S.C. App. 2002).**

Hunt argues, that pursuant to filing the barred foreclosure complaint in lawsuit #4 that BBT and its attorneys have engaged in multiple violations of Rule 11, SCRPC by filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. **Weaver v. Progress Energy Carolinas, Inc. (S.C. App. 2013) at p. 2.**

a party from asserting a compulsory counterclaim in a subsequent action under Federal Rule 13 is mandatory." *Id.* **Beach Co. v. Twillman, Ltd., 351 S.C. 56, 63, 566 S.E.2d 863 (S.C. App. 2002).**

³⁸ The doctrine of res judicata is especially applicable where protracted and multiple litigation of similar issues appears to be in the offing. Rhodes v. Jones, 351 F.2d 884 (8th Cir. 1965) cert. denied, 383 U.S. 919, 86 S.Ct. 914, 15 L.Ed.2d 673. **Wham v. United States, 458 F.Supp. 147 (D. S.C. 1978).**

³⁹ Hunt argues that to date BBT is using the barred foreclosure complaint for several improper purposes to include 1) a vehicle to bury the unobjected to evidence at pp. 165-232; 2) trespass on Hunt's property for the purpose of harassing and stalking Hunt; 3) filing 3 lis pendens against Hunt's home; 4) being disrespectful to the Court by exiting on 10/14/2014 without being excused. See the APFR at pp. 44-51; see the attached lis pendens.

As such, Hunt argues that BBT and its attorneys have led the way in creating multiple lawsuits where lawsuit # 4 has been ongoing for about seven years from 4/16/2013 thru present. However, Hunt has been put to the emotional and financial expense of litigation for the past about 12 years over four actions⁴⁰ where BBT sought denial and dismissal. See the MTDs at pp. 339-422; the Orders at pp. 1-58; cf. the barred complaint at 261-272 and the barred MTDs at pp. 423-432; and the barred arguments in the Tr. at pp. 557-1072 involving the evidence at pp. 165-232; and BBT's retaliation where BBT did not report the mortgage as disputed with the result that Hunt was denied employment at the USPTO in the Fall of 2013. See p. 1586; see pp. 1217-1218; see p. 1220; see pp. 1257-1264; see pp. 1519-1526; and see pp. 1577-1586. Id.

Conclusion:

As such, pursuant to Rule 11, SCRPC Hunt requests attorney fees and costs, loss of wages, defamation damages, satisfaction of the Hunt and Sherman⁴¹ mortgages, and termination of all lis pendens; punitive damages, and pre-judgment interest. See the affidavit at pp. 1577-1586; see the FBOTA at pp. 46-49; and See the 1/2/2020 APFR at pp. 44-51 (letter to SLED); pp. 54-65 (affidavit); see the three lis pendens; see the affidavit from Donna Brown; see the enclosed updated affidavit of attorney fees and costs.⁴²

⁴⁰ See the civil docket at pp. 1587-1600 for when the first complaint was filed; and pp. 1606-1607.

⁴¹ BBT did not object to Sherman in the lower court. See *Mathis v. Brown & Brown of S.C., Inc.*; 389 S.C. 299, 311, 698 S.E.2d 773, 779 (2010) ("In order for an issue to be properly preserved for appeal, it must have been both raised to and ruled on by the trial court."). *HSBC Bank of USA v. Ryba* (S.C. App. 2019) at pp. 8-9.

⁴² See Rule 11(a), SCRPC; and see *Runyon v. Wright*, 471 S.E.2d 160, 162, 322 S.C. 15 (S.C. 1996).

**IS HUNT ENTITLED TO ATTORNEY FEES AND COSTS⁴³ -
under Rule 55(b)(3), SCRPC based on the FAC:**

Hunt provided BBT with certified mail notice of the request for attorney fees and cost under Rule 55(b)(3), SCRPC based on the FAC. See pp. 533-546.

FAC: In the 6/6/2014 FAC – the following statutes allow for attorney fees and costs:

Violations of the SC Consumer Identity Theft Protection under SC Code **37-20-170/200**. See pp. 209-212; and see the brief at pp. 1127-1130; and see the FBOTA at pp. 39-49; see the FBOTR at pp. 8-10.

A breach of fiduciary duties involving Hunt's POD and IOLTA.⁴⁴ See pp. 171-172, pp. 320-325; and see the brief at pp. 1141-1148; and

Fees and costs are being requested from BBT: While this matter was in the USDC during lawsuit # 3 on 3/6/2013 Hunt submitted the affidavit at exhibit #46 for attorney fees and costs, etc. from BBT. BBT did not object. See pp. 1679-1682.⁴⁵ Hunt continues to argue that judicial estoppel and res judicata apply to lawsuit #s 1-3.

SC Code § 62-7-1004 states: In a judicial proceeding involving the administration of a trust, the court, as justice and equity may require, may award costs and expenses, including reasonable attorney's fees, to any party, **to be paid by another party** or from the trust that is the subject of the controversy. See pp. 320-325 and p. 1262. BBT did not object. See the 11/10/2015 Tr. of the hearing at pp. 959-1072; and see ("In a judicial proceeding involving the administration of a trust, the court, as justice and equity may require, may award costs and expenses, including reasonable attorney's fees, to any party, to be paid by another party or from the trust that is the subject of the controversy.") **Warren v. Yarborough (S.C. App. 2012) at p. 4.**

⁴³ See the FBOTA at pp. 39-49. This is a novel question of law.

⁴⁴ Hunt sought damages under SC Code 62-7-1001(b) and 62-7-1002 thru 62-7-1004. See p. 325 at paragraph # 357.

⁴⁵ And see the affidavit in the 1/2/2020 APFR at pp. 54-65 where Hunt seeks additional attorney fees and costs, cancellation of two mortgages and sanctions from BBT. BBT did not object. See 1/23/2020 RRT.

CONTRACT: As such, Hunt argues that in this matter involving her IOLTA that there is a contract of employment that has been **superinduced** by law where Hunt is requesting attorney fees and costs, etc. from another party – BBT. See p.1262: **First Union Nat. Bank of SC v. Soden, 333 S.C. 554, 573-575, 511 S.E.2d 372 (S.C. App. 1998); and SC Code § 62-7-1004.**

Violations of the SCPC involving Hunt's Payable on Death account (POD) under **62-6-101 thru 113, 62-7-1001(a)**. See pp. 223-224, pp. 325-328; and see the brief at pp. 1149-1153; and pp. 1201-1202. Note: Hunt was and is alive.

Violations of Unfair Trade Practices Act under **SC Code 39-5-10 thru 560**. See pp. 223-224, pp. 329-331; and see the brief at pp. 1153-1158; and see **Maybank v. BB&T Corp., 416 S.C. 541, 581, 787 S.E.2d 498 (S.C. 2016)**.

Violation of SECTION 37-5-108; Unconscionability; inducement by unconscionable conduct. **SECTION 29-3-310**. Request for entry of satisfaction. **SECTION 29-3-320**. Liability for failure to enter satisfaction. See pp. 225-226, pp. 299-338; see 6/4/2012 request for entry of satisfaction at pp. 1519-1526; see 3/13/2013 Orders at pp. 29-58; and see the brief at pp. 1158-1161. **Regions Bank v. Strawn (S.C. 2015) at p. 6.**

Breach of contract/slander of all titles. See pp. 165-232, pp. 331-334; and see the brief at pp. 1169-1174. **Solley v. Navy Fed. Credit Union, Inc., 397 S.C. 192, 206, 723 S.E.2d 597 (S.C. App. 2012);** and see above at **Claims that are not subject to BBT's 6/24/2014 MTD.** See pp. 1257-1264.

On 7/15/2014 Hunt filed affidavits, etc. in response to BBT's 6/25/2014 MTD. See pp. 429-432 and pp. 433-492.

Hunt on 9/30/2014 (at pp. 493-546) made a motion under Rule 55(a) and (b)(1-3), SCRCPC which included a request for attorney fees and costs (pp. 533-546). Hunt did request a hearing on this motion. BBT received the

Rule 55(a) and (b)(1-3) motion and notice of the 10/14/2014 hearing as per the certified mail receipt. See pp. 542-546.⁴⁶

BBT attended the 10/14/2014 hearing but made an early exit before Hunt could orally argue her motion. See the 10/14/2014 Tr. at p. 831 lines 11-16; the 10/15/2014 email at pp. 1901-1902; the 11/10/2015 brief at pp. 1230-1231 & pp. 1234-1237 & 1244-1264; and the FBOTA at pp. 9-11 & pp. 23-25.

The attorney for BBT appeared at the 10/14/2014 hearing.⁴⁷ During the 10/14/2014 hearing Hunt was able to submit written arguments in the briefs at pp. 1119-1224. And BBT did not object to the briefs at pp. 1119-1224. See the FBOTA at pp. 9-11 & pp. 23-25. In the admitted briefs at pp. 1218-1223 Hunt argued Rule 55(a) and (b)(1-3), SCRCF at the 10/14/2014 hearing.

Nonetheless, the master denied the 9/30/2014 (at pp. 493-546) motion on 1/13/2015. See the Order at pp. 98-112.

On 7/27/2015 Hunt wrote to the HC Clerk's Office at pp. 1887-1891. Thereafter, Hunt on 8/11/2015 filed a motion to alter, amend or vacate under **Rule 59 and 60, SCRCF** re the 1/13/2015 Order. See pp. 1095-1100.

On 11/10/2015 a hearing was held on the 8/11/2015 motion re the 1/13/2015 Order. See the brief at pp. 1234-1239 & pp. 1239-1264; and see the Tr. at p. 959-1072.

Even though the master had in her possession the admitted briefs from the 10/14/2014 hearing⁴⁸ the master denied the 8/11/2015 motion re the 1/13/2015 Order on 6/15/2016. See pp. 141 (bottom)-143 (top).⁴⁹

⁴⁶ "Although [Hunt] did not style her notice of motion and motion as a "brief," it nevertheless constitutes one in every sense of the word." Pollard v. County of Florence, 314 S.C. 397, 444 S.E.2d 534 (S.C. App. 1994).

⁴⁷ See the Notice at pp. 533-546.

⁴⁸ Under Rule 59(f), SCRCF, a Rule 59(e) motion "may in the discretion of the court be determined on the briefs filed by the parties without oral argument." Pollard v. County of Florence, 314 S.C. 397, 402, 444 S.E.2d 534 (S.C. App. 1994).

⁴⁹ See BB&T v. Taylor, 369 S.C. 548, 551, 633 S.E.2d 501, 502-03 (2006) (stating the decision to grant or deny a motion under Rule 60(b), SCRCF, lies within the sound discretion of the trial court); Pollard v. Cty. of Florence, 314 S.C. 397, 402, 444 S.E.2d 534, 536 (Ct. App. 1994) (stating the decision to grant or deny a motion under Rule 59(e), SCRCF, lies within the sound discretion of the trial court); Taylor, 369 S.C. at 551, 633 S.E.2d at

Hunt argues that the 6/15/2016 Order (**re the 9/30/2014 motion / brief at pp. 533-546 and the briefs from the 10/14/2014 hearing at pp. 1119-1224; and the 10/30/2014 motion / at pp. 1073-1086 and brief from the 11/10/2015 hearing at pp. 959-1072**) did not make a ruling on attorney fees and costs to Hunt where Hunt made the 9/30/2014 MFDJ at pp. 533-538 and Hunt on 8/11/2015 made a motion under Rule 59(e), and Rule 60, SCRCP at pp. 1095-1100.

As such, Hunt argues that the issue of attorney fees and costs under Rule 55(b)(3) based on the FAC which include pp. 165-232 has been preserved for appellate review.⁵⁰

Hunt continues to argue that Hunt presented evidence proving the facts essential to entitle her to the requested relief of attorney fees and cost.⁵¹

See the 9/30/2014 motion under Rule 55(b)(1-3) at pp. 533-538;⁵² see the 10/30/2014 motion at pp. 1073-1086; see the 8/11/2015 motion at pp. 1095-1100; see FBOTA at pp. 39-49; see the 12/18/2019 Order at paragraph 1; see Hunt's 1/2/2020 APFR at pp. 1-6; see BBT's 1/23/2020 RRT at pp. 2-3; and see the final Order of the SCCA.

In the 8/14/2017 FBOTA at pp. 39-49 Hunt argued that she is entitled to attorney fees and costs under Rule 55(b)(3) based on the FAC.

Thereafter, appellate review of Rule 60(b) motions is limited to determining whether the trial court **abused** its discretion in granting or denying the motion. **Powell v. Hemelt, Opinion No. 2008-UP-246 (S.C. App. 4/28/2008) (S.C. App. 2008)**.

The 12/18/2019 Order of the SCCA at paragraph 1 does use the phrase "abuse of discretion" and cite the law but makes no mention of attorney fees and costs under Rule 55(b)(3), SCRCP based on the FAC.

As such, Hunt argues that the 12/18/2019 Order of the SCCA at paragraph 1 affirmed only as to the issue of lack of jurisdiction re the 1/13/2015 Order where the SCCA did not rule on the issue of attorney fees and costs under

503 ("An abuse of discretion arises where the judge issuing the order was controlled by an error of law or where the order is based on factual conclusions that are without evidentiary support.").

⁵⁰ I'On, L.L.C. v. Town of Mt. Pleasant, 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000) ("If the losing party has raised an issue in the lower court, but the court fails to rule upon it, the party must file a motion to alter or amend the judgment in order to preserve the issue for appellate review.").

⁵¹ Bb & T v. Taylor, 633 S.E.2d 501, 503, 369 S.C. 548 (S.C. 2006).

⁵² See the certified mail receipt at p. 542-546; and see affidavit of attorney fees and costs at pp. 1577-1586; and the APFR at pp. 54-65.

Rule 55(b)(3), SCRPC based on the FAC where the issue has been preserved for appellate review.⁵³

Hunt argues that the Court of Appeals did err in failing to rule on and grant Hunt's motion for attorney fees and costs under Rule 55(b)(3), SCRPC based on the FAC where BBT knew, as argued herein, that Hunt was pro se and BBT knowingly refused to return and assert objections to the admitted briefs at pp. 1119-1224. See p. 1901.

CONCLUSION: As such, Hunt requests attorney fees and costs, loss of wages, defamation damages, satisfaction of the Hunt and Sherman⁵⁴ mortgages, and termination of all lis pendens; punitive damages, and pre-judgment interest. See the affidavit at pp. 1577-1586; see the FBOTA at pp. 46-49; and See the 1/2/2020 APFR at pp. 44-51 (letter to SLED); pp. 54-65 (affidavit); see the three lis pendens; see the affidavit from Donna Brown; see the enclosed updated affidavit of attorney fees and costs.

IS HUNT ENTITLED TO ATTORNEY FEES AND COSTS⁵⁵ - under Rule 41, SCRPC:

In this matter, after Hunt provided notice to the master and BBT that the 4/16/2013 foreclosure complaint was barred –

Hunt's request for attorney fees and cost under Rule 41, SCRPC at pp. 1087-1094, on 5/27/2015 was Hunt's second request for attorney fees and cost. See the 9/30/2014 MFDJ, etc. under Rule 55(a) and (b)(1-3), SCRPC. As such, Hunt argues that from 4/16/2013 – 11/09/2015 BBT did not object to attorney fees and costs to Hunt. See the 4/16/2013 barred foreclosure complaint; the 6/25/2014 MTD at pp. 429-432; see the 10/14/2014 Tr. at pp. 829-958. Cf. see the 11/10/2015 Tr. at pp. 959-1072; and the FBOTA at pp. 39-45.

⁵³ I'On, L.L.C. v. Town of Mt. Pleasant, 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000) ("If the losing party has raised an issue in the lower court, but the court fails to rule upon it, the party must file a motion to alter or amend the judgment in order to preserve the issue for appellate review.").

⁵⁴ BBT did not object to Sherman in the lower court. See *Mathis v. Brown & Brown of S.C., Inc.*, 389 S.C. 299, 311, 698 S.E.2d 773, 779 (2010) ("In order for an issue to be properly preserved for appeal, it must have been both raised to and ruled on by the trial court."). *HSBC Bank of USA v. Ryba* (S.C. App. 2019) at pp. 8-9.

⁵⁵ See the FBOTA at pp. 39-49. This is a novel question of law.

The 5/27/2015 motion (at pp. 1087-1094) under Rule 41, SCRPC was five pages in length and included citations to case law.⁵⁶ Hunt did not request an oral hearing on the motion. **BBT received the Rule 41 motion as per the certified mail receipt at p. 1094.** Hunt indicated that she was pro se on the following documents: answer, counterclaims, FAC, 7/15/2014 affidavits, 9/30/2014 MFDJ; and the 5/27/2015 motion, etc. See pp. 273-338; pp. 433-546; and pp. 1087-1094. Thereafter, BBT did not make an oral or written objection to pro se Hunt's request for attorney fees and costs in the 5/27/2015 motion. See pp. 1101-1106.

Nonetheless, the master denied the motion on 6/3/2015. See the 6/3/2015 Order at pp. 136-138 where the master makes no reference to the facts.

Hunt on 8/11/2015 filed a motion to alter, amend or vacate the 6/3/2015 Order under **Rule 59 and 60, SCRPC**. See pp. 1101-1106.

Under Rule 59(f), SCRPC, a Rule 59(e) motion "may in the discretion of the court be determined on the briefs filed by the parties without oral argument." Pollard v. County of Florence, 314 S.C. 397, 402, 444 S.E.2d 534 (S.C. App. 1994).

During the 10/14/2014 hearing the briefs at pp. 1119-1224, were admitted without objection by BBT⁵⁷ where at pp. 1218-1223 BBT did not object to attorney fees and costs to pro se Hunt.

On 11/10/2015 a hearing was held. See pp. 1225-1270; in particular see pp. 1264-1269 & pp. 1257-1258; and see the Tr. at p. 959-1072.

At the 11/10/2015 hearing the master denied the 8/11/2015 motion re the 6/3/2015 Order on 6/15/2016 in the Order at pp. 143-144.⁵⁸

As such, Hunt argues that the 6/15/2016 Order at pp. 143-144 is based on factual conclusions that are without evidentiary support where the

⁵⁶ "Although [Hunt] did not style her notice of motion and motion as a "brief," it nevertheless constitutes one in every sense of the word." Pollard v. County of Florence, 314 S.C. 397, 444 S.E.2d 534 (S.C. App. 1994).

⁵⁷ See the FBOTA at pp. 23-25.

⁵⁸ See BB&T v. Taylor, 369 S.C. 548, 551, 633 S.E.2d 501, 502-03 (2006) (stating the decision to grant or deny a motion under Rule 60(b), SCRPC, lies within the sound discretion of the trial court); Pollard v. Cty. of Florence, 314 S.C. 397, 402, 444 S.E.2d 534, 536 (Ct. App. 1994) (stating the decision to grant or deny a motion under Rule 59(e), SCRPC, lies within the sound discretion of the trial court); Taylor, 369 S.C. at 551, 633 S.E.2d at 503 ("An abuse of discretion arises where the judge issuing the order was controlled by an error of law or where the order is based on factual conclusions that are without evidentiary support.").

6/15/2016 Order did not reflect: that BBT did not object to the 9/30/2014 motion for attorney fees and cost;⁵⁹ that BBT had been provided notice of the 5/27/2015 motion; and a copy of the 5/27/2015 motion / brief; and that BBT had knowledge that Hunt was pro se and BBT had knowledge that Hunt did not request a hearing on the 5/27/2015 motion, etc.

Thereafter, [a]ppellate review of Rule 60(b) motions is limited to determining whether the trial court **abused** its discretion in granting or denying the motion. **Powell v. Hemelt, Opinion No. 2008-UP-246 (S.C. App. 4/28/2008) (S.C. App. 2008)**.

The 12/18/2019 Order at paragraph 4 of the SCCA does use the phrase "abuse of discretion" and cite the law. However, BBT received the notice of the motion. See p. 1094. As such, Hunt continues to argue that the SCCA erred in affirming the decision of the lower court that the master did not abuse her discretion in denying the 8/11/2015 motion to alter or amend or vacate the order that denied Hunt's motion re attorney fees and costs under Rule 41, SCRPC. Thus, Hunt argues that Hunt presented factual evidence in the ROA and appendix proving the facts essential to entitle her to the requested relief of attorney fees and costs as shown herein.⁶⁰ See herein at Pro Se; see the 5/27/2015 motion under Rule 41 at pp. 1087-1094;⁶¹ see the unobjected to 3/6/2013 affidavit at pp. 1577-1586; see the 8/11/2015 motion at pp. 1101-1106; see FBOTA at pp. 39-49; and see the 1/2/2020 APFR at pp. 29-42 & pp. 44-51 & pp. 54-65; Cf. BBT's 1/23/2020 RRT at pp. 6-7; and see the 2/20/2020 final Order of the SCCA.

CONCLUSION: As such, Hunt requests attorney fees and costs, loss of wages, defamation damages, satisfaction of the Hunt and Sherman⁶² mortgages, and termination of all lis pendens; punitive damages, and pre-judgment interest. See the affidavit at pp. 1577-1586; see the FBOTA at pp. 46-49; and See the 1/2/2020 APFR at pp. 44-51 (letter to SLED); pp. 54-65 (affidavit); see the three lis pendens; see the affidavit from Donna Brown; see the enclosed updated affidavit of attorney fees and costs.

⁵⁹ See the admitted briefs at pp. 1216-1217, 1219-1223.

⁶⁰ *Bb & T v. Taylor*, 633 S.E.2d 501, 503, 369 S.C. 548 (S.C. 2006).

⁶¹ See the certified mail receipt at p. 1094; and see affidavit of attorney fees and costs at pp. 1577-1586. No oral hearing was requested. See p. 1092. BBT did not file a written objection to the motion.

⁶² BBT did not object to Sherman in the lower court. See *Mathis v. Brown & Brown of S.C., Inc.*, 389 S.C. 299, 311, 698 S.E.2d 773, 779 (2010) ("In order for an issue to be properly preserved for appeal, it must have been both raised to and ruled on by the trial court."). *HSBC Bank of USA v. Ryba* (S.C. App. 2019) at pp. 8-9.

Respectfully Submitted,

Dated: March 31, 2020.

Cindy B. Hunt

Cindy B. Hunt, (SC Bar # 65408)

Pro Se

195 D Willow Green Drive

Conway, SC 29526

843 488-1131

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM HORRY COUNTY

Court of Common Pleas

Cynthia Graham Howe, Master-in-Equity Judge

Appellate Case No.: 2016-001550

Branch Banking and Trust CompanyRespondent

v.

Cindy B. Hunt; Willow Greens

Homeowners Association, Inc.;

CJ Developers, LLC.....Defendant(s),

Of Whom Cindy B. Hunt isAppellant

Affidavit of Donna Brown

Cindy B. Hunt, Pro Se, SC Bar # 65408.

195 D Willow Green Drive
Conway, SC 29526
843 488-1131

Counsel of Record: Sean Foerster
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202

Affidavit of Donna Brown

PERSONALLY, APPEARED BEFORE ME, Donna Brown, who after being duly sworn and deposed, states as follows:

- 1.** The matters contained herein are based upon my personal knowledge.
- 2.** I am a professor at Coastal Carolina University.
- 3.** On Saturday, March 14, 2020 between 10 am and 10:30 am, as I walked from my building to the community mailboxes in Willow Green, a silver / gray F150 pickup truck pulled into a spot in the parking lot between the mailboxes and building 195.
- 4.** A gentleman exited the truck. He used his phone to take pictures of building 195. I live in building 195.
- 5.** While walking back to building 195, after I had mailed some items, I asked the guy why he was taking pictures of my building. He told me that he had an order, that he was doing it for the bank.
- 6.** He also told me that he was not taking photos of my unit.
- 7.** There is only two units in the upstairs area of building 195: my unit and the unit of CB Hunt.
- 8.** The guy walked partway up the staircase of building 195 and took photos of the exterior of both the upstairs units of building 195.

Donna Brown

Signature: Donna Brown
195 C Willow Green Drive
Conway, SC 29526

Sworn to and subscribed before me this

27 Day of March 2020

[Signature]

Notary Public State of South Carolina

My Commission expires 3.1.2026

Waynes Co.,
South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Branch Banking and Trust Company,

Plaintiff,

v.

Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC;

Defendant(s).

(004335-03166)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2013-CP-26-2528

LIS PENDENS
Deficiency Judgment Waived

0097

REC'D
CLERK OF COURT
2013 APR 16 PM 12:21
HORRY COUNTY

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Cindy B. Hunt to Coastal Federal Bank dated May 18, 2007, and recorded in the Office of the RMC/ROD for Horry County on May 23, 2007, in Mortgage Book 4906 at page 1953. Branch Banking & Trust Company is successor by merger to Coastal Federal Bank

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

All and singular, that certain piece, parcel or tract of land, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly shown and designated as Unit 195-D, Phase 6 of Willow Greens Horizontal Property Regime on a plat prepared by Terry M. Watson, RLS No. 7168 for CJ Developers, LLC, a South Carolina Limited Liability Company, dated December 11, 1997, and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Plat Book 155 at Page 113, reference to said plat being craved as forming a part of this description. A copy of the plans for Building 195 certified by Joel R. Carter, AIA, are further shown and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Condominium Cabinet "C" at Page 630.

This being the same property conveyed to Cindy B. Hunt by deed of Christopher T. Brereton and Amanda Brereton dated September 30, 2003 and recorded October 1, 2003 in Book 2648 at Page 1241.

27

Property Address: 195 -D Willow Greens Dr a/k/a 195 Willow Green Dr., Unit #D
Conway, SC 29526

TMS# 151-36-01-048

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
William S. Koehler (SC Bar #74935)
Jaclynn B. Goings (SC Bar #77501)
Andrew A. Powell (SC Bar #100210)
Mary Powers (SC Bar #16534)
J. Pamela Price (SC Bar # 014336)

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Robert P. Davis (SC Bar #74030)
Vance L. Brabham, III (SC Bar #71250)
Andrew W. Montgomery (SC Bar #79893)
John F. McLeod, IV (SC Bar # 100693)
Martin H. Kiser (SC Bar # 3552)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
April 15, 2013

28

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Branch Banking and Trust Company,

Plaintiff,

v.

Cindy B. Hunt; Willow Greens Homeowners
Association, Inc.; CJ Developers, LLC;

Defendant(s).

(004335-03166)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2013-CP-26-02528

13
AMENDED LIS PENDENS
Deficiency Judgment Waived

2412

FILED
HORRY COUNTY
2013 OCT 10 AM 8:00
MELANIE HUGGINS-WARD
CLERK OF COURT

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Cindy B. Hunt to Coastal Federal Bank dated May 18, 2007, and recorded in the Office of the RMC/ROD for Horry County on May 23, 2007, in Mortgage Book 4906 at page 1953. Branch Banking & Trust Company is successor by merger to Coastal Federal Bank

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

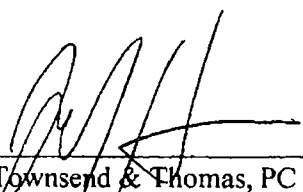
All and singular, that certain piece, parcel or tract of land, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly shown and designated as Unit 195-D, Phase 6 of Willow Greens Horizontal Property Regime on a plat prepared by Terry M. Watson, RLS No. 7168 for CJ Developers, LLC, a South Carolina Limited Liability Company, dated December 11, 1997, and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Plat Book 155 at Page 113, reference to said plat being craved as forming a part of this description. A copy of the plans for Building 195 certified by Joel R. Carter, AIA, are further shown and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Condominium Cabinet "C" at Page 630.

This being the same property conveyed to Cindy B. Hunt by deed of Christopher T. Brereton and Amanda Brereton dated September 30, 2003 and recorded October 1, 2003 in Book 2648 at Page 1241.

29

Property Address: 195 -D Willow Greens Dr a/k/a 195 Willow Green Dr., Unit #D
Conway, SC 29526

TMS# 151-36-01-048



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

John J. Hearn (SC Bar #6635)

Samuel C. Waters (SC Bar #5958)

Reginald P. Corley (SC Bar #69453)

Ellie C. Floyd (SC Bar #68635)

Eve Moredock Stacey (SC Bar #5300)

William S. Koehler (SC Bar #74935)

Jaclynn B. Goings (SC Bar #77501)

Andrew A. Powell (SC Bar #100210)

Mary Powers (SC Bar #16534)

J. Pamela Price (SC Bar # 014336)

Cheryl H. Fisher (SC Bar #15213)

Jennifer W. Rubin (SC Bar #16727)

Michael P. Morris (SC Bar #73560)

Robert P. Davis (SC Bar #74030)

Vance L. Brabham, III (SC Bar #71250)

Andrew W. Montgomery (SC Bar #79893)

John F. McLeod, IV (SC Bar # 100693)

Martin H. Kiser (SC Bar # 3552)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
October 8, 2013

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Branch Banking and Trust Company,

Plaintiff,

vs.

Cindy B. Hunt; Willow Greens Homeowners
Association, Inc.; CJ Developers, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2013-CP-26-02528

SECOND LIS PENDENS

NOTICE IS HEREBY GIVEN THAT an action has been commenced and is still pending in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Cindy B. Hunt to Coastal Federal Bank dated May 18, 2007, and recorded in the Office of the RMC/ROD for Horry County on May 23, 2007, in Mortgage Book 4906 at page 1953. Plaintiff is successor by merger to Coastal Federal Bank

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

All and singular, that certain piece, parcel or tract of land, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly shown and designated as Unit 195-D, Phase 6 of Willow Greens Horizontal Property Regime on a plat prepared by Terry M. Watson, RLS No. 7168 for CJ Developers, LLC, a South Carolina Limited Liability Company, dated December 11, 1997, and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Plat Book 155 at Page 113, reference to said plat being craved as forming a part of this description. A copy of the plans for Building 195 certified by Joel R. Carter, AIA, are further shown and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Condominium Cabinet "C" at Page 630.

This being the same property conveyed to Cindy B. Hunt by deed of Christopher T. Brereton and Amanda Brereton dated September 30, 2003 and recorded October 1, 2003 in Book 2648 at Page 1241.

Property Address: 195-D Willow Greens Dr. a/k/a 195 Willow Green Dr., Unit #D
Conway, SC 29526

TMS# 151-36-01-048

s/ Sean M. Foerster

Sean M. Foerster (SC Bar # 77466)
ROGERS TOWNSEND & THOMAS, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803) 771-7900
sean.foerster@rtt-law.com

Attorneys for Plaintiff Branch Banking and Trust
Company

April 12, 2018

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM HORRY COUNTY

Court of Common Pleas

Cynthia Graham Howe, Master-in-Equity Judge

Appellate Case No.: 2016-001550

Branch Banking and Trust CompanyRespondent

v.

Cindy B. Hunt; Willow Greens

Homeowners Association, Inc.;

CJ Developers, LLC.....Defendant(s),

Of Whom Cindy B. Hunt isAppellant

Affidavit of Attorney Fees and Costs

Cindy B. Hunt, Pro Se, SC Bar # 65408.

195 D Willow Green Drive
Conway, SC 29526
843 488-1131

Counsel of Record: Sean Foerster
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202

Affidavit of Attorney Fees and Costs

PERSONALLY APPEARED BEFORE ME, Cindy B. Hunt, who after being duly sworn and deposed, states as follows:

- 1. The matters contained herein are based upon my personal knowledge.**
- 2. I am an attorney licensed in the State of South Carolina. SC Bar # 65408.**

Attorney Fees and Costs:

For lawsuit #s 1-3

see exhibit # 46 at pp. 1577-1586

Costs:	\$3405.00
Attorney Fees to	
Attorneys Valtorta and Ballard:	\$8000.00
Attorney Fees to Hunt:	<u>\$ 2, 665,500.00.</u>

Cindy B. Hunt

Signature: Cindy B. Hunt

Sworn to and subscribed before me this

27th Day of March 2020

J. R. Sly

Notary Public State of South Carolina

My Commission expires 3-1-2026

Watts County, South Carolina

CERTIFICATE OF SERVICE BY FAX / MAIL
Appellate Case No. 2016-001550

Certification: I hereby certify that the MOTION / PETITION FOR WRIT OF CERTIORARI complies with Rule 242, SCACR. I hereby certify that the petition of rehearing has been acted on by the Court of Appeals.

Proof of Service: I hereby certify that I have served the MOTION / PETITION FOR WRIT OF CERTIORARI of the Appellant on March 31, 2020, by depositing a copy in the United States Mail, postage pre-paid, addressed to the following:

Documents Served: MOTION / PETITION FOR WRIT OF CERTIORARI with the following attachments:

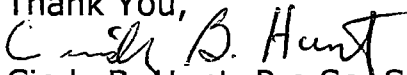
1) Three LIS PENDENS; 2) Affidavit of Donna Brown; and 3) updated Affidavit of Attorney fees and costs for lawsuit #s 1-4 and this Motion / Petition; Certification; and Proof of Service.

MAILED TO:

Supreme Court of South Carolina
D. Shearouse, Clerk
PO Box 11330
Columbia, SC 29211

SC Court of Appeals
Jenny Abbott Kitchings, Clerk
PO Box 11629
Columbia, SC 29211

Sean Foerster
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202

Thank You,

Cindy B. Hunt, Pro Se, SC Bar # 65408.
195 D Willow Green Drive
Conway, SC 29526
843 488-1131

RECEIVED

APR 01 2020

SC Court of Appeals



C Hunt
195 Willow Green Dr. Unit D
Conway, SC 29526-9362



1000



29211

U.S. POSTAGE PAID
FOLLY BEACH, SC
29576
NOV 31 20
AMOUNT
\$2.20
R2307M152896-08

To: SC Court of Appeals
J. Kitchings, Clerk
PO Box 11629
Columbia, SC 29211

RECEIVED
NOV 31 2009

SC Court of Appeals

