

**Record/FILE ON DEMAND**

THE REPUBLIC STATE OF South Carolina  
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY  
Court of Common Pleas

Honorable Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-001130  
Common Pleas Case No.: 2016-CP-18-01678

**RECEIVED**  
DEC 20 2021  
**SC Court of Appeals**

Wilmington Savings Fund  
Society FSB as Trustee of  
Stanwich Mortgage Loan Trust C.....Respondent,

v.

Nelson L. Bruce, et al.....Appellant.

**RECORD ON APPEAL VOLUME - 2**

Nelson L. Bruce, Propria Persona, Sui Juris  
c/o 144 Pavilion Street  
Summerville, South Carolina [29483]  
(843) 437-7901  
Appellant

William S. Koehler Esquire  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29201  
(803) 828-0880  
Attorney for Respondent

December 17, 2021

**RECORD ON APPEAL VOLUME - 2**

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**CERTIFICATION BY APPELLANT**

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I, the undersigned appellant, does hereby certify that the Record on Appeal Volume – 2 contains all material proposed to be included by any of the parties and not any other material.

RESPECTFULLY PRESENTED this 17<sup>th</sup> day of December, 2021.

“Without Prejudice”

*Nelson L. Bruce 12-17-2021*

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THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST

Nelson L. Bruce, Propria Persona, Sui Juris

All Natural Rights Explicitly Reserved and Retained

U.C.C. 1-207/1-308, 1.103.6

c/o 144 Pavilion Street, Summerville

South Carolina [29483]

Ph. 843-437-7901

Leonbruce81@yahoo.com

**NOTICE OF FAULT IN DISHONOR**  
(Opportunity to Cure)

**SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE**  
**by the UNITED STATES POST OFFICE via First Class Postage Prepaid**

Exhibits/Evidence - J3

Notice date: February 13, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): South Carolina House of Representatives  
South Carolina Legislative Council and/or their assigns  
Attention: Mandy W. Kimmons  
310A Blatt Building, 1185 Pendleton Street, Columbia, South Carolina 29201  
Reference: Agreement/Contract No.: 2019-0168BRUCWSFCM-612389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."** By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered. We have not received a response from you, if you do not provide such proof of non-receipt or provide proof that you have indeed responded to each and every point of averment or proof of claim within the 10 day allotted time or within the additional three (3) days, (72) hours specified in the Addendum, within the 3 days as referenced above pertaining to this notice, you will be in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

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This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** terms of agreement.

Thank you for your consideration...

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-13-19  
Nelson L. Bruce a Natural Man Date:

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Exhibits/Evidence - J3

Notice date: February 13, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): the South Carolina State Treasurer  
OFFICE OF THE STATE TREASURER and or their assigns  
Attention: State Treasurer Curtis M. Loftis, Jr.  
1200 Senate Street, Suite 214, Wade Hampton Building, Columbia, South Carolina 29201  
Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811°  
Addendum to Agreement/Contract LD. #: ADDENI-2019-0130BRUCWSFCM-84451°

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."

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Without Recourse

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Exhibits/Evidence - J3

Notice date: February 13, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summersville, South Carolina 29483  
Respondent(s): United States House of Representatives  
Attention: Joe Cunningham  
538 Johnnie Dodds Blvd, Suite 201, Mt. Pleasant, SC 29464  
Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-012389981-55778998111°  
Addendum to Agreement/Contract I.D. #: ABDEN1-2019-0130BRUCWSFCM-04451°

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."

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Sincerely,

Without Recourse.

*Nelson L. Bruce* 2-13-19  
Nelson L. Bruce a Natural Man Date:

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Exhibits/Evidence - J3

Notice date: February 13, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Sammerville, South Carolina 29483

Respondent(s): GOVERNOR OF THE STATE OF SOUTH CAROLINA  
The Honorable Henry McMaster  
State House  
1100 Gervais Street, Columbia, South Carolina 29204

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-812389981- 55778998110  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-844510

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

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Without Recourse

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Exhibits/Evidence - J3

Notice date: February 16, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): the United States Supreme Court  
Attention: chief justice John Glover Roberts Jr.  
1 First St NE, Washington, DC 20543  
Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-612389981-55778998110  
Addendum to Agreement/Contract LD. #: ADDEN1-2019-0130BRUCWSFCM-S44510

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

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Sincerely,

Without Recourse

*Nelson L. Bruce* 2-16-19  
Nelson L. Bruce a Natural Man Date:

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Exhibits/Evidence - J3

Notice date: February 16, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): The Treasurer of the United States  
Office of the Treasurer and or their assigns  
1500 Pennsylvania Avenue, NW, Room 2134  
Washington, District of Columbia 20220  
Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-812389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

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Exhibits/Evidence - J3

Notice date: February 16, 2019

Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483

Respondent(s): the UNITED STATES OF AMERICA  
UNITED STATES ATTORNEY GENERAL at U.S. Department of Justice  
950 Pennsylvania Avenue, NW Washington, DC 20530-0001

Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-512389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451°

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**CERTIFIED MAIL NO.: 7018 0360 0001 0340 6409**

Exhibits/Evidence - J3

Notice date: February 25, 2019  
Claimant(s): Nelson L. Bruce  
144 Pavilion Street  
Summerville, South Carolina 29483  
Respondent(s): the United States Department of Agriculture  
Fiscal Service, Director, Finance Office  
1400 Independence Avenue, SW, Washington, DC 20250  
Reference: Agreement/Contract No.: 2019-0108BRUCWSFCM-812389981-5577899811°  
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-01368BRUCWSFCM-S4451°

This communication is to inform you that you are in default of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST." By the way, you cannot provide proof because included with this notice is proof that it was sent out and delivered. If you do not provide such proof of non-receipt or provide proof that you have indeed responded to each and every point of averment or proof of claim within the 10 day allotted time or within the additional three (3) days, (72) hours specified in the Addendum within the 3 days as referenced above pertaining to this notice, you will be in "default" and we will do this, we will proceed to get a judgment against you through arbitration.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST," supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the "SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST," terms of agreement.

Thank you for your consideration....

Of this presentment take due Notice and heed, and govern yourself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

Sincerely,

Without Recourse

*Nelson L. Bruce* 2-25-19  
Nelson L. Bruce a Natural Man Date:

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**USPS Tracking®**

FAQs > (<https://www.usps.com/faqs/epstracking-faqo.htm>) Exhibits/Evidence - J3

**Track Another Package +**

**Tracking Number:** 9505510545829036517246

Remove X

**Expected Delivery on**

**WEDNESDAY**

**6** FEBRUARY  
2019 ⓘ

between  
**10:20am and 12:20pm** ⓘ

 **Delivered**

February 6, 2019 at 11:37 am  
Delivered, Front Desk/Reception/Mail Room  
SAINT GEORGE, SC 29477

**Tracking History** 

**Product Information** 

Feedback

See Less ^

**Tracking Number:** 9505510545829037518068

Remove X

**On Time**

**Expected Delivery on**

**THURSDAY**

**7** FEBRUARY  
2019 ⓘ by  
**8:00pm** ⓘ

 **Delivered**

February 7, 2019 at 1:44 pm  
Delivered, PO Box  
CHARLESTON, SC 29401

See More v

Tracking Number: 9505510545829037518051

Exhibits/Evidence - J3

Remove X

Your item has been delivered and is available at a PO Box at 11:00 am on February 15, 2019 in WILMINGTON, DE 19801.

 **Delivered**

February 15, 2019 at 11:00 am  
Delivered, PO Box  
WILMINGTON, DE 19801



See More 

Tracking Number: 9505510545829037518044

Remove X

Expected Delivery by

**FRIDAY**

**8** FEBRUARY 2019  by **8:00pm** 

Feedback

 **Delivered**

February 8, 2019 at 12:11 pm  
Delivered, Individual Picked Up at Postal Facility  
CHARLOTTE, NC 28255

See More 

Exhibits/Evidence - J3

Remove X

Tracking Number: 9505510545829037518082

On Time

Expected Delivery on

FRIDAY

8 FEBRUARY 2019 by 8:00pm

Delivered

February 8, 2019 at 7:40 am  
Delivered, Individual Picked Up at Postal Facility  
WESTFIELD, IN 46074

See More

Tracking Number: 9505510545849038317569

Remove X

Expected Delivery on

FRIDAY

8 FEBRUARY 2019 by 8:00pm

Delivered

February 8, 2019 at 12:56 pm  
Delivered, In/At Mailbox  
COLUMBIA, SC 29201

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Tracking Number: 9505510545839040439724

Exhibits/Evidence - J3

On Time

Expected Delivery on

**MONDAY**

**11** FEBRUARY 2019 by **8:00pm**

**Delivered**

February 11, 2019 at 12:40 pm  
Delivered, Front Desk/Reception/Mail Room  
COLUMBIA, SC 29201

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Tracking Number: 9505510545839040439748

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On Time

Expected Delivery on

**MONDAY**

**11** FEBRUARY 2019 by **8:00pm**

Feedback

**Delivered**

February 11, 2019 at 11:17 am  
Delivered, Front Desk/Reception/Mail Room  
COLUMBIA, SC 29210

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Tracking Number: 9505510545839040439755

Exhibits/Evidence - J3

Expected Delivery by

**MONDAY**

**11** FEBRUARY 2019 by **8:00pm**

**Delivered**

February 11, 2019 at 10:13 am

Delivered  
COLUMBIA, SC 29211

Get Updates

See More

Tracking Number: 9505510545849045321139

Remove X

Expected Delivery by

**SATURDAY**

**16** FEBRUARY 2019 by **8:00pm**

Feedback

**Delivered**

February 16, 2019 at 8:34 am

Delivered, In/At Mailbox  
COLUMBIA, SC 29201

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Remove X

Tracking Number: 9505510545849045321146

Exhibits/Evidence - J3

Expected Delivery on

FRIDAY

**15** FEBRUARY 2019 by **8:00pm**

**Delivered**

February 15, 2019 at 11:25 am  
Delivered, Front Desk/Reception/Mail Room  
COLUMBIA, SC 29201

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Tracking Number: 9505510545849045321153

Remove X

Expected Delivery on

FRIDAY

**15** FEBRUARY 2019 by **8:00pm**

Feedback

**Delivered**

February 15, 2019 at 12:25 pm  
Delivered, In/At Mailbox  
MOUNT PLEASANT, SC 29464

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Tracking Number: 9505510545849045321160

Exhibits/Evidence - J3

Expected Delivery on:

FRIDAY

15 FEBRUARY 2019 by 8:00pm

Delivered

February 15, 2019 at 11:45 am  
Delivered, Front Desk/Reception/Mail Room  
COLUMBIA, SC 29201

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Tracking Number: 9505510545829054527784

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Your item was delivered at 3:56 am on February 26, 2019 in WASHINGTON, DC 20220.

Delivered

February 26, 2019 at 3:56 am  
Delivered  
WASHINGTON, DC 20220

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Feedback

Tracking Number: 9505510545829054527791

Exhibits/Evidence - J3  
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Expected Delivery on

**TUESDAY**

**26** FEBRUARY 2019  by **8:00pm** 

 **Delivered**

February 26, 2019 at 5:45 am  
Delivered  
WASHINGTON, DC 20530

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See More 

Tracking Number: 9505510545829054527807

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On Time

Expected Delivery on

**MONDAY**

**25** FEBRUARY 2019  by **8:00pm** 

 **Delivered**

February 25, 2019 at 10:56 am  
Delivered  
WASHINGTON, DC 20543

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Tracking Number: 70180360000103406409

Exhibits/Evidence - J3

Expected Delivery on

**MONDAY**

**4** MARCH 2018 by **8:00pm**

**Delivered**

March 4, 2018 at 8:27 am  
Delivered, To Agent  
WASHINGTON, DC 20250

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2019 MAR 29 PM 4:34

Exhibits/Evidence - J4

# Monthly Mortgage Statement

0019256 01 AB 0.409 \*\*AUTO T2 0 9492 29483-844444 -C01-P192754



NELSON L BRUCE  
144 PAVILION ST  
SUMMERVILLE SC 29483-8444

Statement Date 02/18/19  
Account Number 7000124554

**Amount Due \$62,077.58**

Due Date: 03/01/19

If payment is received after 03/16/19, a \$41.34 late fee will be charged.

Contact Us:

800-561-4567 800-486-5134

www.CarringtonMS.com



## Account Information

### Property Address

144 PAVILION STREET  
SUMMERVILLE SC 29483

Interest Rate (Until 02/01/43): 3.875%  
Prepayment Penalty: No

Modification Date: 02/09/2013  
Maturity Date: 02/01/2043

## DELINQUENCY NOTICE

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. See additional comments related to the Delinquency Box on page 2.

## Explanation of Amount Due

Principal:	\$333.58
Interest:	\$506.79
Escrow:	\$193.28
<small>(Taxes and/or Insurance)*</small>	
<b>Reg. Monthly Payment:</b>	<b>\$1,033.65</b>
Overdue Payment:	\$58,460.09
Total Fees Charged:	\$2,583.84
<b>Total Amount Due:</b>	<b>\$62,077.58</b>

## Current Loan Balances

Principal Balance*:	\$170,312.65
Escrow Balance:	-\$8,621.10
Past Due Balance:	\$58,460.09
Deferred Balance(s):	N/A
Buydown Balance:	N/A
Negative Amortization:	N/A
Unapplied Funds:	\$0.00

\* Your current Principal Balance is not a payoff quote.  
See page 3 for Loan Payoff Information.

## Past Payment Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow <small>(Taxes and/or Insurance)*</small>	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Unapplied Funds	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* Please see page 3 of this statement for additional information.

▲ Please detach and return with your payment. ▲

Loan Number: 7000124554  
NELSON L BRUCE  
144 PAVILION ST  
SUMMERVILLE SC 29483

**Amount Due**

**\$62,077.58**

Due Date:

03/01/19

Late charge if received after 03/16/19:

\$41.34

Late Payment Amount if received after 03/16/19:

\$62,118.92

Make a payment at CarringtonMS.com. Pay by Check or AutoPay for free!

|||  
CARRINGTON MORTGAGE SERVICES LLC  
PO BOX 79001  
PHOENIX AZ 85062-9001

519

Payment Due	\$	
Additional Principal	\$	
Additional Escrow	\$	
Late Charge	\$	
<b>Total Amount Enclosed</b>	\$	

70001245540062077580062118921

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF DORCHESTER )  
 )  
Wilmington Savings Funds Society, FSB, Trustee )  
 Plaintiff, )  
 vs. )  
Nelson L. Bruce, et al. )  
 Defendant. )

IN THE COURT OF COMMON PLEAS  
1st JUDICIAL CIRCUIT  
 CASE NO.: 16 -CP- 18 - 1678

**MOTION AND ORDER INFORMATION  
 FORM AND COVERSHEET**

2020 FEB 28 PM 12:34

FILED-RECORDED

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ 144 Pavilion Street, Summerville, South Carolina 29483 Phone: 843-437-7901 Fax _____ E-mail: leonbruce81@yahoo.com Other: _____
---	--

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

**SECTION I: Hearing Information**  
 Nature of Motion: EMERGENCY MOTION FOR STAY / NOTICE OF CHANGE OF ADDRESS  
 Estimated Time Needed: 30 min. Court Reporter Needed:  YES /  NO

**SECTION II: Motion/Order Type**  
 Written motion attached  
 Form Motion/Order  
 I hereby move for relief or action by the court as set forth in the attached proposed order.  
Nelson L. Bruce 2-27-2020 February 27, 2020  
 Signature of Attorney for  Plaintiff /  Defendant Date submitted

**SECTION III: Motion Fee**  
 PAID - AMOUNT: \$ \_\_\_\_\_ FILING FEE CONTESTED  
 EXEMPT: (check reason)  Rule to Show Cause in Child or Spousal Support  
 Domestic Abuse or Abuse and Neglect  
 Indigent Status  State Agency v. Indigent Party  
 Sexually Violent Predator Act  Post-Conviction Relief  
 Motion for Stay in Bankruptcy  
 Motion for Publication  Motion for Execution (Rule 69, SCRPC)  
 Proposed order submitted at request of the court; or,  
 reduced to writing from motion made in open court per judge's instructions  
 Name of Court Reporter: \_\_\_\_\_  
 Other: \_\_\_\_\_

**JUDGE'S SECTION**  
 Motion Fee to be paid upon filing of the attached order.  
 Other: \_\_\_\_\_ JUDGE CODE \_\_\_\_\_  
 Date: \_\_\_\_\_, 20\_\_\_\_

**CLERK'S VERIFICATION**  
 Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_, 20\_\_\_\_  
 MOTION FEE COLLECTED: \$ \_\_\_\_\_  
 CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

FILED-RECORDED

Record/FILE ON DEMAND

2020 FEB 28 PM 12:34

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

CHEYLA GRAHAM  
CLERK OF COURT  
DORCHESTER COUNTY

<p>Wilmington Savings Fund Society FSB as Trustee,</p> <p style="text-align: center;">Plaintiff(s),</p> <p style="text-align: center;">v.</p> <p>Nelson L. Bruce, Sui Juris, et al.,</p> <p style="text-align: center;">Defendants(s).</p>	<p>Sub contract case No. 16-CP-18-1678</p> <p><b>EMERGENCY MOTION FOR STAY OF PROCEEDINGS PENDING CONFIRMATION OF AWARD IN U.S. DISTRICT COURT NOTICE OF CHANGE OF ADDRESS</b></p>
--	--

Comes now Defendant, Nelson L. Bruce, the natural man, of the age of the majority, with all natural rights explicitly reserved and retained and exercised at all times, hereby presents this Emergency Motion for stay pending confirmation of arbitration award Governed under the FAA in U.S. District Court Case No.: 2:19-cv-02854-BHH-BM filed October 8, 2019. The parties to this case had entered into an agreement whereby certain claims as it pertained to the award were arbitrated where a copy of the award was also filed on the record in this case on June 13, 2019. Defendant has filed a petition in U.S. District Court as required under 9 USC 9 and 13. Because the award issued greatly affects the merits of this case as it pertains to the parties, their contract, the award, and would be considered a breach of the contract where an award was issued. Defendant requests for a stay of the proceedings until that case has been decided by the District Court. Defendant also requests this stay because he would need to request leave of court to amend his motions based off of new evidence and estoppel doctrines and a possible voluntary dismissal of his counterclaims/countersuit depending on the results of that petition in District Court. Initiating the stay would limit any further appeals as the defendant does not wish to breach the

contract between the parties. The District court has the authority to "Confirm" the validity of the award, and therefore a stay of the proceedings is greatly needed here.

**NOTICE OF CHANGE OF ADDRESS:** All parties to this case are notified that my address has changed. Please send all further communications to "144 Pavilion Street, Summerville, South Carolina [29483].

### CONCLUSION

For the reasons specified above, this court should immediately stay the proceedings pending the decision of the U.S. District Court in case no.: 2:19-cv-02854-BHH-BM.

RESPECTFULLY PRESENTED,

"Without Prejudice"

*Nelson L. Bruce 2-27-2020*  
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
Nelson L. Bruce, Propria Persona, Sui Juris  
All Natural Rights Explicitly Reserved and Retained  
U.C.C. 1-207/1-308, 1.103.6  
c/o 144 Pavilion Street  
Summerville South Carolina [29483]  
Ph. 843-437-7901

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of this **EMERGENCY MOTION FOR STAY / NOTICE OF CHANGE OF ADDRESS** have been electronically mailed to all parties on the service list via the **UNITED STATES POST OFFICE** via the **UNITED STATES POSTAL SERVICE** via **CERTIFIED Mail**.

**RESPECTFULLY PRESENTED,**

**Addressed to:**

**ALBERTELI LAW**

**Attention: William S. Koehler (Attorneys for Plaintiffs)**

**201 Main Street, Suite 1450**

**Columbia, South Carolina 29201**

**Certified Mail No.: 7019 1640 0002 1913 3854**

**South Carolina Housing Trust Fund**

**SC Housing Corp**

**Attention: Tracey C. Easton (Attorney for the referenced Defendant)**

**300-C Outlet Pointe Boulevard**

**Columbia, South Carolina 29210**

**Certified Mail No.: 7018 0360 0001 0343 3832**

CHERYL GRAHAM  
CLERK OF COURT  
CHARLESTON COUNTY

2020 FEB 28 PM 12:35

FILED-RECORDED

*Nelson L. Bruce 2-27-2020*

*Nelson L. Bruce, Propria Persona, Sui Juris*

*All National Rights Explicitly Reserved and Retained*

*U.C.C. 1-207/1-308, 1.1.03.6*

*C/o 144 Pavilion Street*

*Summerville, South Carolina [29483]*

*Ph. 843-437-7901*

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF DORCHESTER )  
 )  
Wilmington Savings Funds Society, FSB, Trustee )  
 Plaintiff, )  
 vs. )  
Nelson L. Bruce, et al. )  
 Defendant. )

IN THE COURT OF COMMON PLEAS  
1st JUDICIAL CIRCUIT  
 CASE NO.: 16 -CP- 18 - 1678

**MOTION AND ORDER INFORMATION  
 FORM AND COVERSHEET**

**FILED-RECORDED**

5-20-2020  
 Cheryl Graham  
 Clerk of Court  
 Dorchester County

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: _____ Address: _____ 144 Pavilion Street, Summerville, South Carolina 29483 Phone: 843-437-7901 Fax _____ E-mail: leonbruce81@yahoo.com Other: _____
---	---

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

**SECTION I: Hearing Information**  
 Nature of Motion: \_\_\_\_\_  
 Estimated Time Needed: \_\_\_\_\_ Court Reporter Needed:  YES/  NO

**SECTION II: Motion/Order Type**  
 Written motion attached  
 Form Motion/Order  
 I hereby move for relief or action by the court as set forth in the attached proposed order.  
Nelson L. Bruce Signature of Attorney for  Plaintiff /  Defendant Date submitted May 20, 2020

**SECTION III: Motion Fee**  
 PAID - AMOUNT: \$ \_\_\_\_\_  
 EXEMPT: (check reason)  
 Rule to Show Cause in Child or Spousal Support  
 Domestic Abuse or Abuse and Neglect  
 Indigent Status  State Agency v. Indigent Party  
 Sexually Violent Predator Act  Post-Conviction Relief  
 Motion for Stay in Bankruptcy  
 Motion for Publication  Motion for Execution (Rule 69, SCRPC)  
 Proposed order submitted at request of the court; or,  
 reduced to writing from motion made in open court per judge's instructions  
 Name of Court Reporter: \_\_\_\_\_  
 Other: See Affidavit of Fact

<b>JUDGE'S SECTION</b> <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	<b>JUDGE CODE</b> _____ Date: _____, 20____
--	--

**CLERK'S VERIFICATION**  
 Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_, 20\_\_\_\_  
 MOTION FEE COLLECTED: \$ \_\_\_\_\_  
 CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

**Affidavit of Fact- Financial Statement**

**Fee Waiver To Be Heard**

**(Exercise of Constitutional I Treaty –Secured Right)**

Date: May 19, 2020

From: Nelson L. Bruce, Propria Persona, Sui Juris  
All Natural Rights Explicitly Reserved and Retained  
U.C.C. 1-207/1-308, 1.103.6  
c/o 144 Pavilion Street  
Summerville South Carolina Republic [29483]

To: DORCHESTER COUNTY COURT HOUSE  
ATTENTION: Cheryl Graham, Clerk, James E. Chellis or Diane S. Goodstein Judges  
5200 E. JIM BILTON BOULEVARD  
SAINT GEORGE, SOUTH CAROLINA 29477-8020

FILED-RECORDED  
5-20-2020  
Cheryl Graham  
Clerk of Court  
Dorchester County  
PS

**Notice of Judges and Officials' Oath- Bound Obligations and Fiduciary Duties**

**Article VI**

"All debts contracted and engagements entered into, before the adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation. This Constitution, and the laws of the United States which shall be made in pursuance thereof, and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding. The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States."

**Article I, Section X**

"All debts shall be payable in gold or silver coin"

**Amendment V**

"No Person shall be deprived of due process of law"

I Affirm, for the Record, that I Nelson L. Bruce, In Propria Persona, Sui Juris, a U.S.C. Title 15 "Natural Person", Authorized Representative, do not have, or possess, any gold or silver coins, as prescribed by United States Constitution Law, which is the lawful money to pay the restricting demands, conditionally commanded by Employees and Contractors of the Court. The said restrictions (unconstitutional) are arbitrarily (hindering Due Process) and imposed for processing these Documents, as stipulated in the United States Constitution noted above. Therefore, I present this Writ "In Forma Pauperis," being an enjoyment and exercise of my unconditional and constitutionally - Secured Rights (and not a feudal - fee - burdened privilege) to timely and speedily enforce Due-Process of Law, as noted above.

(It states nothing about motioning a court to pay a fee- This is a Constitutional Exercise of a "Right" not a "Privilege")

Your demand for a "Fee" to file a "Motion" is used as to deny me due process of law and my right to free access to the courts. I introduce this evidence in the form of an Affidavit of Fact and marked as Evidence. If someone in the courts tamper with that evidence, which is a Federal Violation, and misrepresented it as an assumption that

permission must be requested to exercise my Constitutional Rights and an exercise of a right is a Constitutional Right, not a Request and this office knows that. This is a direct violation of my "Secured Constitutional / Treaty Rights which is the Supreme Law of the Land and "Stare Decisis" and a violation of your "Oath of Office." Furthermore as there is no law as prescribed in the United States Constitution stating a "Financial Statement, Financial Fee (Feudal Law)," or a "Motion" requesting permission must be submitted with a Fee in order to exercise my Constitutional Rights, your demand is a violation of Amendment IX of the United States Constitution and a violation of your fiduciary duties.

**Amendment IX**

"The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people"

Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. Miranda v. Arizona 384 US 436, 125:

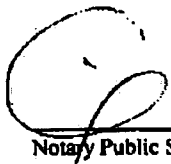
As an Officer(s) of the Court, you and your assigns are bound (or have taken) a solemn Oath (See Article VI) to uphold and Support the Constitution for the United States Republic. Refusal of this 'Affidavit of Financial Statement' is construed to deny me timely 'Due Process' and will be a 'Colorable Act' to violate my secured exercise of a Right. Such an act and imposition is a violation of your Official Oath of office. This can result in additional lawful remedy actions filed against those violating Officers of the Court, Under Title 18 and Title 42, in their official and private capacities. The Law always gives a remedy for the people against color of law actions committed by those who violate their Oaths of Office colluding to abridge the Rights secured for the Natural Beings and the citizens. Any denials of my rights, I must hereby challenge this court's jurisdiction. I also bring to this courts attention Form G-SSA-445 which can be obtained online or from the Social Security Administration either locally or otherwise to collect a fee as this form is to be utilized for such fees being requested from this court for their services as a State/Local Government Agency (organizations) such as this court (see...section 3 of this form, a blank copy is provided with this affidavit.)

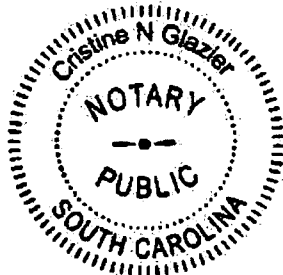
I respectfully, with 'Good Faith' and with Honor, by right to unhindered Due -Process, present this 'Affidavit of Financial Statement' as Evidence as I do not have nor possess any lawful money as specified above and request for a fee waiver.

RESPECTFULLY PRESENTED,

"Without Prejudice"

*Nelson L. Bruce* 5-19-2020  
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST  
Nelson L. Bruce, Propria Persona, Sui Juris  
All Natural Rights Explicitly Reserved and Retained WAIVING-NONE  
U.C.C. 1-207/1-308, 1.103.6  
c/o 144 Pavilion Street  
Summerville, South Carolina [29483]  
Ph. 843-437-7901

  
Notary Public Signature: \_\_\_\_\_ Date: 05-19-2020  
Cristine N. Glazier  
Notary Public Print: \_\_\_\_\_  
02-03-2030  
My Commission Expires: \_\_\_\_\_



(SEAL)

Record/FILE ON DEMAND

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY  
IN AND FOR THE REPUBLIC OF South Carolina

FILED-RECORDED  
5-20-2020  
Clerk of Court  
Dorchester County  
RKS

Wilmington Savings Fund Society FSB as Trustee;	Sub contract case No. 16-CP-18-1678
Plaintiff(s),	DEFENDANT'S MOTION FOR RECONSIDERATION, RELIEF FROM APRIL 22, 2020 ORDER AND DIMISSAL OF AMENDED
v.	COUNTERCLAIM/COUNTERSUIT AND REFERRAL TO MASTER IN EQUITY, TO VACATE/SET ASIDE THE APRIL 22, 2020 JUDGMENT/ORDER AND STAY PROCEEDINGS, TO STRIKE FILINGS BY PLAINTIFF'S ATTORNEY, TO ENJOIN PARTIES, FOR CONTINUANCE OF HIS MOTION FOR ENTRY OF DEFAULT MOTION FOR SUMMARY JUDGMENT AND EXPEDITED REVIEW OF MOTION
Nelson L. Bruce, Sui Juris, et al.	
Defendants(s).	

Comes now defendant Nelson L. Bruce, with his DEFENDANT'S MOTION FOR RECONSIDERATION, RELIEF FROM APRIL 22, 2020 ORDER AND DIMISSAL OF AMENDED COUNTERCLAIM/COUNTERSUIT AND REFERRAL TO MASTER IN EQUITY, TO VACATE/SET ASIDE THE APRIL 22, 2020 JUDGMENT/ORDER AND STAY PROCEEDINGS, TO STRIKE FILINGS BY PLAINTIFF'S ATTORNEY, TO ENJOIN PARTIES, FOR CONTINUANCE OF HIS MOTION FOR ENTRY OF DEFAULT MOTION FOR SUMMARY JUDGMENT AND EXPEDITED REVIEW OF MOTION Defendant requests for reconsideration of the April 22, 2020 order dismissing his amended counterclaim/countersuit which granted an order of transfer to the masters in equity in favor of the Plaintiffs for the reasons specified in this motion. Defendant also requests for a continuance of his Motion for Entry of Default filed on 10-26-2017 where an order was placed on 11-15-

2017 staying the matter but no decision was determined as the judge states a decision from the court would be improper at the moment.

Defendant is only bring forth this motion under threat of duress and/or coercion under fear of this court re-litigating matters and placing judgments/orders on controversies that are arbitrable and as agreed to by the parties to be arbitrated and or have already been decided by an arbitrator (see... **Exhibits/Evidence – K** filed on the record on **6-13-2019** which is hereby incorporated by reference) as agreed to by default of the plaintiffs, the respondents to the unilateral performance contract/agreement (see... **Exhibits/Evidence – J** filed on the record on **3-29-2019** and is hereby incorporated by reference) which is self-executing and irrevocable and supersedes any and all other contracts between the parties, as a final arbitration award was issued in **May of 2019** and not vacated as prescribed under **9 U.S.C. § 10 or 11** within the **3 month (90 day)** statute of limitation timeframe prescribed under **9 U.S.C. § 12** and therefore the award must be confirmed by the court as prescribed under **9 U.S.C. § 9**. Defendant hereby states that he does not consent to any of his responses in this case being a waiver of his right to arbitration, for the defendant to further address new breaches of the performance contract, and to arbitrate any new claims and controversies that are covered under the performance contract against the respondents which include the attorneys to this case by further proceeding, raising arguments, defenses and circumventing the process and the contract as it pertains to the **January 8, 2019** conditional acceptance performance contract/agreement, the proof of claims associated/incorporated within this agreement already admitted to by the respondents as some or all of the controversies presented in in the referenced contract that pertain to this matter has already been address and decided through arbitration evidenced by an arbitration award being issues (see... **Exhibit – K**) which confirmation of that award is currently pending before U.S.

District Court for the District of South Carolina, Charleston Division in Case No. 2:19-cv-02854-BHH-BM where a stay is needed here and is hereby requested in this case until that proceeding has been completed and no appeals have been requested by the Defendant for any unlawful decisions under color of law, failure to provide equal protection of law when affirmative defenses such as the statute of limitations has been raised and failure to follow the **Federal Arbitration Act (FAA)** as written and prescribed which is the law that the performance contract is governed under because it involves commerce in fact evidencing a valid arbitration clause, as that proceeding is material to this case for this matter moving forward. Defendant hereby requests that any claims and controversies as it pertains to the performance contract that have not already been decided by the arbitrator that are arbitrable be compelled to arbitration and any claims presented in the amended counterclaim/countersuit that are not related to any claims presented in the performance contract be decided by the jury to avoid re-litigation of matters that are final and conflicts with the arbitrators findings and decision and therefore request that the order be vacated and set aside with a stay of the proceedings until confirmation of the award in district court has been completed. Arbitrators are judges chosen by the parties to decide the matters submitted to them, finally and without appeal. *See... DMA Int'l, Inc. v. Qwest Commc'ns Int'l, Inc., 585 F.3d 1341, 1344 (10th Cir. 2009)* ("Once an arbitration award is entered, the finality of arbitration weighs heavily in its favor and can-not be upset except under exceptional circumstances.") (citing *Ormsbee Dev. Co. v. Grace, 668 F.2d 1140, 1146-47 (10th Cir. 1982)*); *see also St. John's Mercy Med. Ctr. v. Delfino, 414 F.3d 882, 884 (8th Cir. 2005)* (noting the "strong federal policy" that favors "certainty and final-ity in arbitration"); *Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Berry, 92 F. App'x 243, 246 (6th Cir. 2004)*.

Defendant hereby brings to this courts attention that All officers of the court for the COURT OF COMMON PLEAS, in the COUNTY OF DORCHESTER, state of South Carolina are hereby placed on notice under authority of the supremacy and equal protection clauses of the United States Constitution and the common law authorities of *Haines v Kerner*, 404 U.S. 519, *Platsky v. C.I.A.* 953 F.2d. 25. and *Anastasoff v. United States*, 223 F.3d 898 (8th Cir. 2000) relying on *Willy v. Coastal Corp.*, 503 U.S. 131, 135 (1992), "*United States v. International Business Machines Corp.*, 517 U.S. 843, 856 (1996), quoting *Payne v. Tennessee*, 501 U.S. 808, 842 (1991) (Souter, J., concurring). *Trinsey v. Pagliaro*, D.C. Pa. 1964, 229 F. Supp. 647, *American Red Cross v. Community Blood Center of the Ozarks*, 257 F.3d 859 (8th Cir. 07/25/2001).

In re *Haines*: pro se litigants (Party Aggrieved is a pro se litigant) are held to less stringent pleading standards than BAR registered attorneys. Regardless of the deficiencies in their pleadings, pro se litigants are entitled to the opportunity to submit evidence in support of their claims. In re *Platsky*: court errs if court dismisses the pro se litigant (Party Aggrieved is a pro se litigant) without instruction of how pleadings are deficient and how to repair pleadings. In re *Anastasoff*: litigants' constitutional rights are violated when courts depart from precedent where parties are similarly situated. All litigants have a constitutional right to have their claims adjudicated according the rule of precedent. See...*Anastasoff v. United States*, 223 F.3d 898 (8th Cir. 2000).

**DEFENDANTS OBJECTIONS TO THIS COURTS FINDINGS UNDER DEFENDANT'S MOTIONS THAT WERE DENIED FOR FAILURE TO PAY A FEE**

This court erred in stating that the defendants only response for not pay the \$25.00 filing

fee for any of his motions when questioned by the Court on this issue, Defendant stated that he did not believe that he is required to pay motion filing fees and that Defendant further asserted that he would want to know how the County uses the proceeds from the motion. This court failed to also document that defendant defenses was that the court is also prepaid yearly through tax dollars from state citizens and estimated financials every year through the "South Carolina Department of Administration Budget Department" and this is the reason why defendant was challenging the filing fees and asked how the county are using the proceeds from individuals filing motions as this is a double tax issue. The Supreme Court has stated in a response of the Freedom of Information Request from the defendant that the office of **Diane S. Goodstein** is funded by the states appropriated fund. Defendant states that these funds are produced by the amount of taxes obtained from state tax payers every year. For the sake of this motion and to save time, defendant hereby produces an affidavit for a fee waiver with this motion to be used for the motions denied as well instead of refiling and requests. This court should be sending out compliance notices instead of proceeding with hearings only to deny for failure to pay the fee at the hearing. Defendant also states that as presented in his amended counterclaim/countersuit which is in affidavit form, and should be used as a fee waiver as he specifies his position and that there is a form for the court to collect a fee for agency services as they are a state government agency. Defendant requests that this court vacate/set aside the order and proceed with the motions that were denied for failure to pay filing fees if this case is not stayed, as it was stated during the **March 12, 2020** hearing that the Defendant was to either pay the \$25 filing fee or file an affidavit of indigency. Vacating/setting aside the order in regards to the motions will not prejudice any parties to this case as the only reason the motions were denied is for a failure to pay a filing fee not for any defenses and controversies raised in any of these motions.

**THIS COURT ERRED IN GRANTING THE PLAINTIFFS MOTION TO DISSMISS**

This court erred in their decision dismissing defendant's amended counterclaims/countersuit by failing to take into consideration the facts stated in defendants opposition to plaintiff's, by their attorneys motion to dismiss filed on 12-17-2018 which this entire opposition is hereby reiterated and incorporated by reference in its entirety with this motion. This court erred because the amended counterclaim/countersuit was to be decided by a jury trial not the court as this right had been exercised by the defendant. See...*South Carolina Community Bank, Respondent, v. LLC Appellate Case No. 2014-002627 Decided: April 26, 2017*. This court erred by failing to address, review the merits and apply all laws and violations present before the court in defendants amended counterclaim/countersuit (RESPA, Federal Banking Law 12 USC §24 (7), SC Code § 34-3-210, PUBLIC POLICY, THE JUDICIAL AND NONJUDICIAL FORECLOSURE ACT, THE FEDERAL HOUSING ACT, THE FEDERAL MORTGAGE SATISFACTION ACT, THE GOLD REPEAL ACT, THE STATE OF SOUTH CAROLINA CONSUMER PROTECTION ACT CODES AND LAWS, BREACH OF CONTRACT) which defendant claims. This court failed to review the filings, presented to the court by the defendant including his Exhibits "A" through "K", which include Affidavits as Evidence which support his claims that pertain to his amended counterclaim/countersuit when considering the dismissal thereby limiting the supporting factual evidence, defenses and controversies presented in opposition that are authenticated by defendant when considering the motion to dismiss by the Plaintiff's attorney which should have been denied.

This court erred by failing to enjoin the parties that Defendant requested the court to enjoin in this case before any substitutions was requested. Carrington Mortgage Services, LLC and

Wilmington Savings Fund Society, FSB as trustee of Stanwich Mortgage Loan Trust – C (see page 5 Paragraph 9 of Defendants amended Counterclaim/Countersuit filed on 9-23-2017) should have been enjoined and no parties should have been substituted. The failure to enjoin these parties has caused multiple undue prejudice to the defendant and his claims in his amended counterclaim/countersuit by not enjoining all opposing parties. It is not clear rather this was an oversight/mistake of the court as it has not been addressed but these acts has definitely caused undue prejudice to the defendant as it has limited defendants claims against all relevant parties which are futile in this matter for defendant proceeding and establishing all his claims for violations of laws as presented in his amended counterclaim/countersuit against all opposing parties. The defendant's right to remedy and seek redress and justice against the party's has been limited and prejudiced. These acts by the court has limited the following and possibly other defenses of defendants to the motion to dismiss filed by the attorneys on behalf of the Plaintiff:

- (1) It has limited defendants discovery as the original Plaintiffs claim that they do not have to response to discovery as they are no longer parties to the case when they have claims against them by the defendant;
- (2) It has caused more abusive, deceptive, or otherwise unfair debt collection practices (15 U.S.C. § 1692e, 1692e(2)(5)(6)(8)(10) § 1692f, 1692f(7)(8)) as the original plaintiffs have never produced the original instruments (the "Note") which gives them the authority to collect payments from the Defendant and bring forth a foreclosure action as a physical holder in possession of the wet-ink signature note of the defendant for failure to pay as they have produced at least "three" different copies of an alleged "Note" that are not authenticated only in an attempt to collect an alleged debt for the purposes of leading the Defendant to believe they have the purported original "Note" which his actual signature on it when their should only be "one" original, not multiple different versions of a copy of the note. Carrington has also produced slightly different non-authentic but similar alleged copies only;
- (3) It has caused parties to substitute their position in the middle of this action, without fully validating and verifying the debt and their position to bring forth a foreclosure action after claims have been presented by the defendant against all 3 parties referenced above as the Plaintiffs attorney based their substitution off allegations and unlawful filings of mortgage assignments that have not been verified nor authenticated. Both Carrington and Bank of America's assignment have been challenged by the defendant as they use these

assignments to claim their position when the original Plaintiff was never the real parties in interest and have never validated and verified their position and provided no proof that they were in possession of the Defendants Note and Mortgage at the time of filing the complaint as they are required to have in order to have the authority to bring forth a foreclosure action see ...***Deutsche Bank v. Hendriech COURT OF COMMON PLEAS OF THE NINTH JUDICIAL CIRCUIT July 30, 2013.*** The Plaintiffs attorney have provided nothing but hearsay, allegations conclusions in this case that are not authentic nor validated nor verified.

- (4) It has limited the Defendants claims in this case to only against the current Plaintiff when he requested that all parties referenced above be "enjoined" into the case as the claims are against them as well;

Defendant's amended counterclaim/countersuit is presented to the court in verified form, in Affidavit form as provided as evidenced by that filing to which there are no opposing affidavits filed under oath and sworn to under penalty of perjury by an individual with firsthand knowledge of the fact in this case to rebut the Defendants claims which are now facts before the court. The Plaintiff's attorney have provided nothing but hearsay, allegations and conclusions, no facts supported by evidence and verified. Affidavits stand as truth when not rebutted or properly rebutted (*see...[United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982]*). Affidavit uncontested unrebutted unanswered stands as true. "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law."). Indeed, no more than affidavits is necessary to make the prima facie case which is the case here. *United States v. Kis, 658 F2d 526 (7 th Cir. 1981); certiorari denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982 denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982.* If the complaint is verified, the answer must be verified. There are no verified answers supported by affidavits and personal knowledge filed on the record in this case and sworn to under oath and penalty of perjury rebutting with evidentiary facts to any of the claims presented in Defendant's verified amended counterclaim/countersuit therefore there is no valid answers to Defendants amended counterclaim/countersuit.

**OBJECTIONS TO THE COURTS FINDINGS IN REGARDS DEFENDANTS  
CONSTRUCTIVE FRAUD CLAIMS**

Defendant objects to this courts findings that defendant has not specified what false representations the Plaintiff has made and other things and how the Defendant would have relied on the truth of the allegedly false representations to his detriment. Under "Lack of Standing" Paragraphs 6 numbers 9 & 10 which includes Exhibit - C, Under DEBT VALIDATION DEMAND paragraph 13, Under General Allegations number 22, 23, 24, 26, 30, 31, 32, 34, & 35 of defendants counterclaim/countersuit which is in affidavit form therefore are facts before the court and also DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFF'S ANSWER/RESPONSE TO DEFENDANT'S COUNTERCLAIMS filed on 3-27-2018 which are all hereby reiterated and incorporated by reference in their entirety and provides all 9 elements of fraud even intent even though the element of intent is not required for constructive fraud and clearly specifies that the plaintiffs used fraudulent assignment to allege that they are in possession of the defendant's note to try to collect an alleged mortgage debt such as payments from the defendant. The alleged copies they sent were forged/counterfeit/fraudulent copies as there should only be 1 version of the original note baring the defendants wet ink signature and none of their correspondence's not once stated that they are in possession of the wet-ink signature note of defendant. In fact, original plaintiff, Bank of America, N.A. through correspondences to defendant states that they need to retain the original note with defendants signature on it (See...Exhibit - F filed on the record in this case on 9-13-2017 which is hereby incorporated by reference) therefore willfully producing a forgery/counterfeit otherwise fraudulent copy of the note, the negotiable security instrument as they have produced multiple unverified version of the alleged note in their correspondence's to defendant that were never validated and verified. A note

is a security instrument and it is unlawful to duplicate a security. No individual from their organization has signed and sworn to under oath and penalty of perjury that they have firsthand knowledge of the documents sent to defendant being true and correct copy nor that the copy of the note is an original copy bearing defendant's wet-ink signature as it stands today under personal knowledge and without this, the mortgage loan debt and ownership as a holder to receive payments from defendant have never been validated and verified. The Note is a "debt instrument" which needs to be validated and verified of actual physical possession. The assignment of the mortgage, without an assignment of the debt, is a nullity. "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity." See...*Carpenter v. Longan*, 83 U.S. 271 (1872), *Van Burkleo v. Southwestern, Tex. Civ. App.*, 39 S.W. 1085, 1087; *Sheldon v. Sill*, 49 U.S. 441 (1850) 49 U.S. 441: The assignment of the mortgage, without an assignment of the debt, is a nullity." See...*Kirby v. Williams*, 230 F.2d 330 (United States Court of Appeals Fifth Circuit) February 10, 1956.

The Plaintiffs and other parties requested to be enjoined have remained silent on several affidavits and requests for information and documentation regarding the mortgage from its inception to present. "Silence can only be equated with fraud where there is a legal or moral duty to speak (the parties hold a legal and moral duty to speak and respond to defendant under U.C.C. 9-207 and SC Code § 36-9-207 pertaining to all inquiries regarding the mortgage) where a duty to speak is imposed which it is imposed here, or where an inquiry left unanswered would be intentionally misleading, which it is in this case as several inquiries have remained unanswered by the Original Plaintiff, Substitute Plaintiff and other parties requested to be enjoined evidenced by the exhibits filed on the record by defendant documenting the parties defaults. . . We cannot

condone this shocking behavior... This sort of deception will not be tolerated and if this is routine it should be corrected immediately." -- *U.S. v. Tweel*, 550 F.2d 297, 299. See also *U.S. v. Prudden*, 424 F.2d 1021, 1032; *Carmin v. Bowen*, 64 A. 932. "

Fraud maybe committed by failure to speak, but a duty to speak must be imposed," *Dunahay v. Struzik*, 393 P.2d 930, 96 Ariz. 246 (1964). "Suppression of a material fact which a party is bound in good faith to disclose is equivalent to a false representation." *Leigh v. Loyd*, 244 P.2d 356, 74 Ariz. 84- (1952). "

When one conveys a false impression by disclosure of some facts and the concealment of others, such concealment is in effect a false representation that what is disclosed is the whole truth." *State v. Coddington*, 662 P.2d 155, 135 Ariz. 480 (Ariz. App. 1983); *Formento v. Encanto Business Park* (1987); *State v. Carrasco* (2001); *Hill v. Jones* (1986); *Sigmen v. Arizona Dept. of Real Estate* (1991); *Lindsey v. Edgar* (1984); Authorities (4) This opinion cites: *Dennis v. Thomson*, 43 S.W.2d 18 (Ky. Ct. App. 1931); *State v. Hall*, 633 P.2d 398 (Ariz. 1981); *Equitable Life Ins. Co. of Iowa v. Halsey, Stuart & ...Schock v. Jacka*, 460 P.2d 185 (Ariz. 1969); "

Fraud and deceit may arise from silence where there is a duty to speak the truth, as well as from speaking an untruth." *Morrison v Acton*, 198 P.2d 590, 68 Ariz. 27 ( Ariz. 1948); This case has been cited by these opinions: *Fernandi v. Strully* (1961); *Nichols v. City of Phoenix* (1949); *Wilkinson v. Harrington* (1968); *GUST, ROSENFELD v. Prudential Ins.* (1995); *Sato v. Van Denburgh* (1979); Authorities (22) This opinion cites: *Barham v. Widing*, 291 P. 173 (Cal. 1930); *Whetsline v. Moravec*, 291 N.W. 425 (Iowa 1940); *Boyce v. Brown*, 77 P.2d 455 (Ariz. 1938); *In Re McDonnell's Estate*, 179 P.2d 238 (Ariz. 1947); *Burton v. Tribble*, 70 S.W.2d 503 (Ark. 1934).

Concealing a material fact when there is duty to disclose may be actionable fraud." *Universal Inv. Co. v. Sahara Motor Inn, Inc.*, 619 P.2d 485, 127 Ariz. 213- (Ariz. App. 1980). Also cited in the following cases: *Mid Kansas Fed. S. & L. v. Dynamic Dev.* (1991); *S Dev. Co. v. Pima Capital Mgmt. Co.* (2001); *Nordstrom, Inc. v. Maricopa County* (2004); *TruServ Corp. v. Morgan's Tool & Supply Co.* (2012); *Hill v. Jones* (1986) *Authorities* (9) This opinion cites: *Bank of Italy Etc. Assn. v. Bentley*, 20 P.2d 940 (Cal. 1933); *Neal v. Neal*, 570 P.2d 758 (Ariz. 1977); *Nat. Housing Indus. v. El Jones Develop. Co.*, 576 P.2d; *Cohen v. Citizens Nat. Trust Etc. Bank*, 143 Cal. App.; *Sanfran Co. v. Rees Blow Pipe Mfg. Co.*, 168 Cal.

Regardless of the deficiencies in Defendants presentments as a SUI JURIS or "Litigant in Person", I am entitled that opportunity to respectfully present evidence in support of my claims. In regards to the plaintiff claiming that they are the note holders of the Defendants Note and have the legal title owners of the mortgage, these have been challenged in the Defendants counterclaim/countersuit to which not original documents have been produced baring any wet-ink signatures. To the extent that Plaintiffs is referencing the mortgage documents filed in Dorchester county, this is an unlawful filing as the previous assignment has been challenged as there is evidence of rubber-stamping/robo-signing which is evidence of fraud and has MERS attached to it and if this is an unlawful filing as MERS never had possession of the original note baring the Defendants wet-ink signature to be able to assign it through physical delivery, then any assignment filed on the records in Dorchester county register of deed thereafter is also fraudulent, unlawful and invalid and there is a conflict of interest because Carrington is signing as agents in fact under a power of attorney for Bank of America, N.A. and Wilmington. You cannot represent both assignor and assignee in a transfer of interest situation signing for both parties.

In regards to the plaintiff claiming that they are the note holders of the Defendants Note and are the legal title owners of the mortgage, these instruments have been challenged in the Defendants amended counterclaim/countersuit to which no original documents have been produced baring any wet-ink signatures in any hearings which is and has been demanded multiple times. To the extent that Plaintiffs is referencing the mortgage documents filed in Dorchester county register of deeds, this is an unlawful filing utilized to deceive as the previous assignment has been challenged as there is evidence of rubber-stamping/robo-signing, a scheme which is evidence of fraud and has MERS attached to it and if this is an unlawful deceitful filing, as MERS never had possession of the original note baring the Defendants wet-ink signature to be able to assign it through physical delivery, then any assignment filed on the records in Dorchester county register of deed thereafter is also fraudulent, deceitful, unlawful and invalid and there is a conflict of interest because Carrington is signing as agents in fact under a power of attorney for Bank of America, N.A. and Wilmington, both the assignor and assignee. You cannot represent both assignor and assignee in a transfer of interest situation signing for both parties. Even if Carrington could sign, the assignment would still be void and unlawful because there is no power of attorney filled on the record for Carrington to which they are referencing which gives them authority to sign for the alleged Trustee, Wilmington.

By Bank of America, N.A. utilizing this faulty Rubber-stamping/Robo-Signed assignment, which they utilized to defraud the defendant in believing they were in possession of the original note with his wet-ink signature in an effort to collect payments and bring forth a foreclosure action through an alleged assignment is evidence of fraud and fraud before the court. In January 2018, in the case of "*United State of America, ex rel., Bruce Jacobs v. Bank of America Corporation, et al. case # 1:15-cv-24585-UU*" brought forth in another whistle blower under the false claims act

against Bank of America, N.A. it was stated that Bank of America was were still utilizing /Rubber Stamping/Robo-Signed assignments that purport to alleged that both mortgage and note was assigned to them in an effort to defraud the government and home owners in violation of the consent order that they signed which included the attorney general back in 2011. This is why they never could produce the note when requested and was only sending multiple alleged copies which all copies were different from the other of which they stated in their correspondence that they would have to obtain the original note and is proof that they were never in possession of the original note baring the defendants wet-ink signature and that the note and mortgage were separated creating in immediate nullity as Bank of America, N.A. have not proven and cannot prove otherwise to these facts to ever being in possession of the original wet-ink signature note which is why they allegedly transferred the alleged mortgage loan debt during the foreclosure action instead of completing the foreclosure proceedings in their name so they can try to avoid this controversy and avoid this concealed fraud being uncovered.

The Court noted in, *Rabin v. Dep't of State, No. 95-4310, 1997 U.S. Dist. Lexis 15718* that Sui Juris plaintiffs should be afforded "special solicitude." (Such special solicitude" is hereby respectfully requested in the instant matter) as there is clearly genuine issue of material fact to be tried, and that the party for whom summary judgment is rendered is entitled thereto as a matter of law."

The original alleged lender "intentionally created fraud in the factum" and withheld from plaintiff..." vital information concerning said debt and all of the matrix involved in making the loan", evidenced by the record and their failure to disclose as they have lent "bookkeeping entry credit" in the form of a loan which was not disclosed to defendant. *Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008)*. This court failed to address the ultra vires contract. "It has been settled

beyond controversy that a national bank, under federal Law being limited in its powers and capacity, cannot lend its credit by guaranteeing the debts of another. All such contracts entered into by its officers are ultra vires . . . *Merchants' Bank v. Baird* 160 F 642 also see . . ." *Howard & Foster Co. v. Citizens Nat'l Bank of Union*, 133 SC 202, 130 SE 759(1926). "When a contract is once declared ultra vires, the fact that it is executed does not validate it, nor can it be ratified, so as to make it the basis of suitor action, nor does the doctrine of estoppel apply." *F& PR v. Richmond*, 133 SE 898; 151 Va 195. (See . . . Defendants memorandum of law filed on 9-13-2017 which is hereby reiterated and incorporated by reference. This court failed to address that there was not consideration in this mortgage loan transaction and no consideration has been no consideration given, that because of failure of a lawful consideration the Note(s) and Mortgage(s) alleged in this case are null and void. See . . . *First national bank of Montgomery vs. Daly* (1969).

**THE COURT ERRED IN DISMISSING THE DEFENDANTS CLAIMS FOR VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

This court did not take into consideration any of the Defendants oppositions, memorandums, exhibits, affidavits, filed on the record in support of debt validation disputes and affidavits filed on the record to support the Defendants claims of the violations of the FDCPA and other state consumer protection codes and therefore Defendant objects to this court's finding that defendant has not plead sufficient facts to support his claims under the FDCPA. The amended countersuit/counterclaim filed by the Defendant is presented to the court in verified form, in Affidavit form to which there are no opposing affidavits supported by evidentiary fact to rebut the Defendants claims filed on the record in this case. Plaintiffs' attorney have provided nothing but hearsay, conclusions, allegations, no facts supported by evidence that have been authenticated as required under SC Rule 901. Affidavits stand as truth when not rebutted or properly rebutted

(see...[*United States v. Kis*, 658 F.2d 526, 536 (7th Cir. 1981); *Cert. Denied*, 50 U.S. L. W. 2169; *S. Ct. March 22, 1982*] Affidavit uncontested un rebutted unanswered stands as true. "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law."): Indeed, no more than affidavits is necessary to make the prima facie case. & quot; *United States v. Kis*, 658 F2d 526 (7 th Cir. 1981); *certiorari denied*, 50 U.S.L.W. 2169; *S.Ct. March 22, 1982 denied*, 50 U.S.L.W. 2169; *S.Ct. March 22, 1982*. "Statements of counsel, in their briefs or their arguments are not sufficient for a motion to dismiss or for summary judgment," and "An attorney for the Plaintiff cannot admit evidence into the Court, He is either an attorney or a witness". *Trinsey v. Pagliaro*, D.C. Pa. 1964, 229 F. Supp. 647.

Defendant also objects to and request reconsideration in regards to the FDCPA claims and the States Consumer Protection Code for violations against the Plaintiff and other parties being debt collectors. The Defendants amended Counterclaim/Countersuit is against Bank of America, N.A. (the original Plaintiff) who should not have been allowed to be substituted when they still had pending claims against them which has caused undue prejudice to the defendant and is futile to the Defendants claims as Carrington Mortgage Services, LLC, and Wilmington Savings Fund Society, FSB were requested to be enjoined into this case before any motions to substitute plaintiff were requested which would have been addressed if this court had not prejudiced the Defendant to a hearing of that motion so he could raise these points and objections as all 3 parties are debt collectors as provided in this motion. These parties must be enjoined as required under Rule 18 and 19 of the SC Rule of Civil to insure a full adjudication of the controversy."*Bancohio National Bank v. Neville*, 310 S.C. 323, 328, 426 S.E.2d 773, 776 (1993).

The U.S. Court of Appeals for the third circuit in the case of *Mary Barbato v. Crown Asset Management LLC, et al.*, No. 18-1042 (3d Cir. Feb. 22, 2019) has correctly interpreted the U.S.

Supreme Court proceedings decided in *Henson v. Santander, Consumer USA Inc.*, 137 S. Ct. 1718 (2018) which they explain that, the Henson v. Santander case only pertain to the “regularly collects” definition. In Crown Asset Management LLC which Crown tried to file a writ of Certiorari in the U.S. Supreme Court to reverse the decision of the third circuit determining that Crown is a debt collector under the “Permissible Purpose” provision of the FDCPA and it was denied. Therefore the referenced U.S. Supreme Court proceedings which the Plaintiffs attorney are referencing to claim that they are not debt collectors does not apply to this matter for this situation and the allegations presented as a defense by the Plaintiffs attorney cannot be utilized to dismiss this action by incorrectly determining if the Plaintiff is a debt collector for violation of the FDCPA for the reasons stated in this entire motion and the following:

1. The original Plaintiff, Substitute Plaintiff and other parties requested to be enjoined permissible purpose when they allegedly obtained the defaulted mortgage loan debt as explained in this motion was to collect payments on the defaulted mortgage debt as they have attempted to do multiple times from 2015 – present. The parties have failed to validate and verify the alleged mortgage debt by not responding and disclosing all the requested documents and information requested to be validated and verified evidenced their defaults and by the defendant, the consumer exhibits, affidavits and default notices against them (see...Exhibits “A” through “K”, filed on the record in this case which is hereby incorporated by reference.) “To prevail on an FDCPA claim as demonstrated and satisfied throughout this motion, in the defendants amended counterclaim/countersuit and other filings to include opposition filings filed on the record along with exhibits and affidavits, a plaintiff must prove that (1) he is a consumer, defendant is a consumer because he is a natural person obligated or allegedly obligated to pay any debt. (2) the plaintiff is a debt collector, as presented and evidenced by this motion, all parties are debt collectors (Carrington, Bank of America, N.A., Wilmington, Albertelli Law and the Previous Attorneys of record) (3) the Plaintiff’s challenged practice involves an attempt to collect a defaulted debt, in this case a defaulted mortgage ‘debt’ as the [FDCPA] defines it as any debt, for the purposes thereof which is further explained throughout this motion and (4) the Plaintiff has violated a provision of the FDCPA in attempting to collect the debt.” *St. Pierre v. Retrieval-Masters Creditors Bureau, Inc.*, 898 F.3d 351, 358 (3d Cir. 2018) (quoting *Douglass v. Convergent Outsourcing*, 765 F.3d 299, 303 (3d Cir. 2014)). The parties have violated several provision of this law. Even though the Defendant has not detailed

all the sections of the FDCPA the Plaintiffs and other parties have violated in his amended counterclaim/countersuit, it clearly details that the parties have not validated and verified the alleged mortgage debt which is a violation of the FDCPA and have utilized False and Misleading representation in communications such as multiple alleged copies of a note, rubber-stamped/robo-signed assignment, contacts to third parties such as credit reporting agencies. It is clear that defendant has presented facts supported by evidence, affidavits (the exhibits filed on the record in this case as referenced in this motion which are all hereby incorporated by reference in their entirety) in regards to these FDCPA claims and that they have failed to validate and verify the alleged debt in the manner requested in the timeframe required by the FDCPA which is 30 days from receipt of the request. The Defendants Exhibits – H filed on 8-23-2018 specified the damages and the amounts for violations of the law presented in those affidavits of fact (debt validation/verification). The FDCPA states that all collection activities must be stayed until validated and verified which include foreclosure actions, enforcing alleged security interests. Every filing by the third party debt collectors (the attorneys) is a separate violation of the FDCPA as they are considered collection activities that should have been stayed. Bank of America, Wilmington, and Carrington and the Attorneys are operating on behalf of another and are debt collectors which their communications with defendant documents (see...Exhibits – L).

2. The parties referenced in this motion also fall under South Carolinas Consumer protection code as “debt collectors” (See...SC code of law 37-1-301(28) Debt Collector Defined as any person who collects, attempts to collect, directly or indirectly, debts due or asserted to be owed or due another. The term also includes a creditor who collects, attempts to collect, directly or indirectly, his own debts. Also see SC code of law 37-12-20(10)(a)(i)(iii)(iv)(v)(b) for violations by these parties which are hidden from the public for some reason as only the unannotated versions not the annotated versions are showing and the online version skips sections on the South Carolina-Legislator Website). Defendant has raised claims of violations under the Consumer Protection Laws of South Carolina against these parties as presented in his amended counterclaim/countersuit which this court failed to address and consider and this motion which is another reason why this amended counterclaim/countersuit should not have been dismissed.
3. That provision of the FDCPA also defines a debt collector as “any person . . . who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” This court in its order only addressed the “who regularly collect debts owed or due to another” and has incorrectly applied the wrong FDCPA definition as it also applies to “debt collectors,” who are defined alternatively as those engaged “in any business the “principal purpose” of which is the collection of any debts and since the plaintiffs both current and previous allegedly acquired this alleged mortgage debt while it was in default the debt clearly falls under any debts as

any payments to the Plaintiff would go to paying down the alleged balance of the mortgage debt, even through a sale of the property after foreclosure is granted and a sale date is determined in a judicial foreclosure action. In contrast to the “regularly collects” definition, where Congress explicitly used the verb “to collect” in describing the actions of those it intended the definition to cover, in the “principal purpose” definition, Congress used the noun “collection” and did not specify who must do the collecting or to whom the debt must be owed. 15 U.S.C. § 1692a(6); see also *Tepper v. Amos Fin., LLC*, 898 F.3d at 370. Thus, by its terms, the “principal purpose” definition sweeps more broadly than the “regularly collects” definition, and we must presume that the “legislature says . . . what it means and means . . . what it says.” *Henson*, 137 S. Ct. at 1725 (quoting *Dodd v. United States*, 545 U.S. 353, 357 (2005)). Plaintiff is a debt collector because they acquired the Defendant’s debt after it was allegedly in default and its “principal purpose” was collecting a payment or payments on that allegedly defaulted debt and or enforcing security interest either directly or indirectly through third parties such as the attorneys and the servicers (Bank of America, N.A. and Carrington Mortgage Services, LLC) which is debt collection activity and also falls under the regularly collects category of the FDCPA for purposes described in this motion, therefore they are “debt collectors” under the FDCPA (See... *Barbato v. Greystone All, LLC*, No. CV 3:13-2748, 2017 WL 5496047, at \*1, \*9-\*10 (M.D. Pa. Nov. 16, 2017)).

4. The FDCPA statute also defines “debt collector,” as any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests.” 15 U.S.C. § 1692a(6). This applies to all parties who claim they are attempting to enforce security interests. Plaintiffs and the other parties referenced in this motion have never proven to be a trustee of which the corporate filings are registered in Delaware since 2017, which would indicate this corporation was created for the purpose of collecting this alleged mortgage debt directly or indirectly which Wilmington Savings Fund Society, FSB is the Registered Agent of which the alleged trust has multiple owners within the trust referred to as bond certificate holders which payments are passed through to the certificate holders and qualifies as collection on behalf of another as Wilmington does not keep the whole amount of payments they receive. The certificate holders own a percentage of the trust to which they receive payments. Excluded from the FDCPA’s definition’s reach of a “debt collector” are, among others, a creditor’s officers and employees who collect debts for the creditor, an entity collecting a debt it originated, and an entity collecting a debt it obtained that was not in default at the time of purchase. Id. §§ 1692a(6)(A), (F) which is not relevant here as the alleged mortgage debt was in default when it was obtained from Ginnie Mae to Bank of America, N.A. and from Bank of America, N.A. to Wilmington Savings Fund Society, FSB as trustees of Stanwich Mortgage Loan Trust C. The FDCPA even covers the enforcement of an interest in real property securing the consumer’s obligation in judicial proceedings in a judicial district or similar legal entity in which such real property is located brought forth by debt collectors. 15 U.S. Code § 1692i(a)(1)&(2). **Legal actions by debt collectors.**
5. In *Mary Barbato v. Crown Asset Management LLC, et al.*, No. 18-1042 (3d Cir. Feb. 22, 2019), the Third Circuit Court of Appeals issued a precedential ruling which it interpreted the Supreme Court’s recent ruling in *Henson v. Santander, Consumer USA Inc.*, 137 S. Ct. 1718

(2018), and held an entity is a debt collector if its "important aim" and the reason for its existence is obtaining payment on the debts that it acquires which is the case here as the Plaintiffs created an entity as specified above in Delaware in 2017 in the name of the trust when they allegedly obtained the Defendants mortgage debt and as trustee they collect and receive payments for the trust bond certificate holders of this alleged trust.

6. The Fair Debt Collection Practices Act ("FDCPA") protects consumers from abusive, deceptive, or otherwise unfair debt collection practices. 15 U.S.C. § 1692(a). It applies to "debt collectors," defined alternatively as those engaged "in any business the principal purpose of which is the collection of any debts" and those "who regularly collect[s]" debts "owed or due another." Id. § 1692a(6) and includes the enforcement of security interests. In *Henson v. Santander*, it found that an entity that seeks to collect a debt that it owns is not a debt collector under the FDCPA's "regularly collects" definition only. The statute thus provides two separate paths to establishing an entity's status as a "debt collector." See *Henson*, 137 S. Ct. at 1721. The Plaintiffs and other parties requested by defendant to be enjoined fall under the category of debt collectors under the FDCPA's "who regularly collect[s] payments or enforces security interests (Carrington and the Attorneys)" and/or "principal purpose" (Wilmington) definition (See...*Mary Barbato v. Crown Asset Management LLC*). In *Barbato v. Crown*, the Court focused on the meaning of the phrase "principal purpose" in the FDCPA, holding that "an entity that has the 'collection of any debts' as its 'important' 'aim' is a debt collector under [the principal purpose] definition . . . [a]s long as a business's raison d'etre is obtaining payment on the debts that it acquires, it is a debt collector." It doesn't matter rather they try to collect on their own or through a third party the payments are being collected in regards to the defaulted mortgage debt, so they are still debt collectors under principal purpose, see...*Mary Barbato v. Crown Asset Management LLC, et al., No. 18-1042 (3d Cir. Feb. 22, 2019)*. Validation requests were sent out to all parties to which they had thirty (30) days under section 15 USC 1692g § 809 (Validation of debts) and (b) Disputed debts, to respond to in full to all portions of the dispute and provide both validation and verification of the alleged mortgage debt and producing the requested information to validate/verify their claims of a valid outstanding debt being owed which they did not and also have never validated/verified how, when and if they had obtained possession of the "original note" baring the defendants "wet-ink signature" which has been verified by an individual with firsthand knowledge in physical possession of the instrument which is also part of the validation/verification, this would include the attorneys of record and previous attorneys of record to which neither parties validated and verified the debts as required under the FDCPA in the manner requested by the Defendant acceptable to the Defendants requests.
7. Plaintiffs have produced no contract with the Defendant to which he has signed baring his wet-ink signature and non can be produced as it has yet to be produced as requested in the throughout this case an in the first hearing on 9-13-2017, only hearsay, alleged counterfeit/altered copies to which no one has authenticated it under firsthand knowledge at any time since the initiation of the foreclosure action. The Carrington on behalf of the Substitute Plaintiff kept sending offers, new terms in the form of statements, payoffs and other documents. The Defendant Conditionally accepted the offer and claims of the parties upon proof of claim which if produced in full, he agreed to pay what was alleged in the offer by

initiating a conditional acceptance agreement dated **January 8, 2019** baring a contract number of **2019-0108BRUCWSFCM-S12389981- 5577899811<sup>6</sup>** to which the parties accepted by their conduct and have not provided any evidence to the contrary proving otherwise that they have not accepted the Defendants offer which the claims as it pertained to the above reference contract was arbitrated and is currently pending before District Court for confirmation where instead of litigating the claims as it pertains to the contract through the court, the parties by that contract agreed to arbitration. A copy of the contract and award is already filed in this case as **Exhibits J & K** which is hereby incorporated by reference and is further evidence to support his claims. The Plaintiff's, the Respondents to which an award was issued against had **3 months (90 days)** from the date a copy of the award was delivered to them or filed to raise any objections to the award, the arbitrators findings under one of the FAA's only exceptions for vacating an award but have failed to do so and are now barred from doing so by the FAA statute of limitation and the district court must now confirm the award and enter a judgment on the award which materially affects this case moving forward to include the alleged agreements they claim to have in their possession which allegedly give them standing as the findings of the arbitrator are now facts before the court to be utilized to support defendants claims, motions, and oppositions in this matter. Plaintiffs may argue that there is no agreement or that they did not sign any agreement but a unilateral contract does not require signatures of all parties, it is one parties promise and the other party's performance but that is for an arbitrator to decide and this has already been decided by the arbitrator who has been delegated authority to make such determination. The Respondents, the Plaintiffs in this action agreed to mediate (arbitrate) the claims and controversies as it pertains to the performance contract by failing to properly notify (respond) to the defendant of their lack of acceptance in the 10-20 calendar day rejection period... that the language indicated a change in the terms was an offer... which was accepted by performance/conduct, see..." *Tick-Anen v. Harris & Harris, Ltd.*, 461 F.Supp.2d 863, 867,868 (E.D. Wis. 2006) therefore the unilateral contracts do not require their signatures, are valid and enforceable as the FAA prescribes **9 U.S.C. § 2** and the Plaintiffs are barred from raising these defenses as the statute of limitation has passed to do so. Either way, confirmation is a decision for the district court or a court of original jurisdiction referenced in the agreement agreed to by the parties which have limited jurisdiction to confirm as prescribed under the FAA, not this court which is why a stay of the proceeding is needed.

8. The Plaintiffs and other parties requested to be enjoined are also debt collectors because at the time the Plaintiffs and other parties received the defendants multiple requests to validate and verify the debts in the manner requested by defendant to prove such Ownership/Physical Possession of the original note baring the defendants wet ink signature, the financials pertaining to the account, and other documents that pertain to Mortgage Backed Securities (MBS) and tax issues relating to the alleged mortgage debt, the current Plaintiff was not a party to the foreclosure action and the other parties such as Bank of America, N.A. had not brought forth a foreclosure action seeking to foreclose on an alleged interest that they never provided evidence that they had physical possession of both the mortgage and the Note (a requirement to bring forth a foreclosure action) at the time of filing such action, Carrington were not enforcing a security interest, they were all attempting to collect on a defaulted mortgage debt (directly and/or indirectly) before foreclosure proceedings had been initiated and Carrington had been trying to collect again in January of 2020. Carrington has also harassed me stating

if I don't bring the account current my home would be taken from me. Because they never validated and verified the debt as the FDCPA statute requires, they were to cease all collection activities as prescribed by the FDCPA until they have both validated and verified the debt within 30 days of defendants request for validation and verification which they never did as explained in this motion therefore any foreclosure actions are unlawful and should be dismissed. When the Defendant noticed that there was a foreclosure action filed against him, this triggered another FDCPA violation as the plaintiffs were to cease all collection activities such as foreclosure and is also violations of the South Carolina Consumer Protection Code.

9. In *Mary Barbato v. Crown Asset Management LLC, 2019*), the appeals court for the third circuit recognized that A debt collector may be held vicariously liable for the conduct of its attorney (*quoting Pollice v. National Tax Funding, L.P., 225 F.3d at 404-05 (3d Cir. 2000)*). The mortgage debt that was allegedly purchased was in default at the time either plaintiffs (original and substitute) acquired it and the attorneys principal purpose is collection, the enforcement of alleged security interests as the FDCPA applies to, therefore Defendant need not add the attorneys to his amended counterclaim/countersuit as they are also in default of the validation requests, these claims are held against both Plaintiff's (Original and Substitute). The Attorneys both previous and current have admitted by their correspondence to being debt collectors (see... Exhibit - L attached to this motion) and have sent in offers to pay the alleged un-authenticated remaining default balance and/or full amount to settle the debt. Carrington still sends offers on behalf of the investor/trustee, the Plaintiff in the form of statements and payoff statements to settle the debt. All being done by third parties on behalf of the Plaintiff which is debt collection activity even during the foreclosure action as the mortgage debt was in default at the time it was acquired by the plaintiff's and neither the current plaintiff nor the previous plaintiffs are the originators, the creditors of the mortgage loan. Failure of this court to properly apply the State Consumer Law and the Federal Law, the FDCPA as intended by congress as the statute prescribes and as it applies to this matter as specified above, I must **hereby challenge this court's jurisdiction** in regards to this whole matter and jurisdiction is hereby challenged and I request jurisdiction to be produced on the record by this court moving forward. The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings." *Hagans v Lavine, 415 U. S. 533*. "Once challenged, jurisdiction cannot be assumed, it must be proved to exist." *Stuck v. Medical Examiners 94 Ca 2d 751. 211 P2d 389*. "There is no discretion to ignore that lack of jurisdiction." *Joyce v. US, 474 F2d 215*. "The burden shifts to the court to prove jurisdiction." *Rosemond v. Lambert, 469 F2d 416*. If this court does have jurisdiction and cannot prove jurisdiction, I demand that this matter be transferred or remanded back to U.S. District Court, a court of original jurisdiction for Federal Matters to determine the controversies here.

In regards to the foreclosure action with a waiver of deficiency not being a collection of a debt, Defendant objects and states that the mortgage is an FHA mortgage which incorporates within it "mortgage default insurance" which the Plaintiffs and or insurance certificate holders will apply for payment of any deficiency therefor it is not actually a waiver, they are just seeking

the remaining balance through an insurance claim administered through HUD who pays on behalf of the defendant who has been paying insurance premiums. It may look to be a waiver in court but outside of court, they will file for this insurance to collect the difference in payments of the alleged remaining balance after a foreclosure sale. The FHA mortgage and the note requires that the Plaintiffs seek a letter from the secretary of HUD giving them permission to bring forth a foreclosure action as specified in Defendant's opposition to Plaintiff's motion to dismiss/motion for order of reference filing filed on the record 12-17-2018 which is hereby incorporated by reference in its entirety. The Plaintiffs are also supposed to send the defendant a default notice before proceeding with an acceleration of the mortgage and a foreclosure action. This also did not happen. This is a breach of contract against the current and previous plaintiffs which is part of the defendant's amended counterclaim/countersuit.

As presented in defendants opposition to plaintiffs motion to dismiss filed on 12-17-2018 which is hereby incorporated by reference, I am not required to layout my entire case. I am only required to give a brief description of what my claims and issues are. The law does not require me to explain the entire case at this time therefore I hereby object to any dismissal when it pertains to this issue. *See...Swierkiewicz v. Sorema N.A., 534 U.S. 506, 512 (2002); accord Atchison, Topeka & Santa Fe Ry. v. Buell, 480 U.S. 557, 568. n.15 (1987) (under Rule 8, claimant has "no duty to set out all of the relevant facts in his complaint").*

#### **OBJECTIONS TO THE COURTS FINDINGS OF CONSPIRACY CLAIMS**

As specified in the judges order, "A civil conspiracy consists of three elements: (1) A combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes the plaintiff special damages" *Hammond v. Butler, Means, Evins & Brown, 300 S.C. 458, 463, 388 S.E.2d 796, 798 (1990)*. Defendant has satisfied this theory as defendant has stated in is

“amended counterclaim/countersuit” that he requests that Wilmington and Carrington be enjoined into this lawsuit, bring the claims against two or more persons. The court has overlooked this request as it has caused undue prejudice against the defendant and his claims in his amended counterclaim/countersuit. The defendant has specified that the plaintiffs and other parties have produced confusing information and that the parties were using multiple alleged copies when trying to validate their position and that they were in possession of the original note baring the defendants wet ink signature. This allegation by the original plaintiff and substitute plaintiff during the time of the defendant’s requests and first motion to dismiss was incorrect. They could not possibly be the holder in due course with the defendants wet-ink signature note otherwise there would be no need to send multiple altered versions of a note allegedly signed by the defendant. The defendant was not present during these alterations therefore they should be void as they express an agreement to something defendant has not agreed to. Also because the mortgage assignment with Bank of America, N.A. has been challenged as it contains a fraudulent scheme know as Rubber-stamping/robo-signing which makes any assignments there after deceitful, fraudulent and unlawful. Since this was in the course of validation and verification of the mortgage debt to collect payment from defendant, one can only assume even if not mentioned specifically in the defendants amended counterclaim/countersuit that their actions was for the purpose of injuring the plaintiff by utilizing non-authentic instruments to get the defendant to pay a party who did not legally own and was not in physical possession of the note baring the defendants wet-ink signature as required to receive payment from him during these times to enrich themselves and because of this, it has caused the defendant injury and damages, special or otherwise one being the reporting of negative payments to third party reporting agencies when they have not validated and verified the alleged mortgage debt thereby reporting incorrect

information. By allegedly transferring alleged interest, and allegedly signing power of attorneys allowing a party to do something in the other parties name, it is clear that the parties have come together in a sort of bait and switch situation as original plaintiff does not have firsthand knowledge of any facts and the substitute plaintiff has even less firsthand knowledge of any facts as it relates to the alleged mortgage debt since its inception.

**OBJECTIONS TO THE COURTS FINDINGS IN REGARDS TO VIOLATION OF THE  
THE TRUTH IN LENDING ACT (TILA)**

Defendant objects to the courts statements that the Defendant has not pleaded any specific facts related to a violation of this act. On the contrary, page 4 paragraph 7 of defendant's amended counterclaim/countersuit specifies these violations. Defendant has even included the tracking numbers to which his recession was received from by the original plaintiff rescinding whatever interest claimed in the mortgage (see... **Exhibit – E** filed on the record **9-13-2017** in this case which is hereby incorporated by reference). Which is another reason why the Plaintiffs have no valid security interest in defendant's mortgage that they can foreclose on. Their interests are void as they had 20 calendar days from receipt of the rescission request to return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest, which they have failed to do and continues to ignore the fact that the Defendant has exercised his right under TILA and have given notice of rescission to the Original Plaintiff and at this point, they had no authority to assign and or sale any interests over to any other parties. Plaintiffs would have to bring forth a suite in the proper jurisdiction to address the rescission of the mortgage to address their interests. ***See...JESINOSKI ET AL v. COUNTRYWIDE HOME LOANS, INC., ET AL. CERTIORARI***

**TO THE UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT No. 13-684. Argued November 4, 2014-Decided January 13, 2015.**

The Original Plaintiff, Bank of America, N.A. (previous servicer) and current Plaintiff Wilmington Savings Fund Society, FSB as Trustee and current servicer Carrington hold a duty to respond to defendant and have failed to abide by their duty to respond with PROOF OF CLAIMS and evidence, proving that the original lender did not lend "bookkeeping entry credit" in the form of a loan, and failed to provide such notification and clear, unambiguous, conspicuous language/terminology that any reasonable man or woman would understand. By their conduct, they have "intentionally created fraud in the factum" and withheld from defendant... "vital information concerning said debt and all of the matrix involved in making the loan". *Deutsche Bank v. Peabody*, 866 N.Y.S.2d 91 (2008). EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending Act- 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692.

**OBJECTIONS AND DEFENSES TO THE COURTS GRANTING PLAINTIFF'S MOTION TO REFER**

This court in going off of the Plaintiff's attorney proposed order which are not facts before the court which claims that defendant is not entitled to a jury trial under the grounds that "A mortgage foreclosure is an action in equity" citing *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009). "Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions." *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). However this court has failed to also recognize that where legal and equitable issues or rights are raised in the same complaint as they are here, the legal issues are for determination by a jury and

the equitable issues are for determination by the court. See...South Carolina Court of Appeals 3792 - *Bateman v. Rouse (2004) quoting Floyd v. Floyd, 306 S.C. 376, 379, 412 S.E.2d 397, 398-99 (1991)*. Defendant has raised multiple legal issues in his amended counterclaim/countersuit which is legal and compulsory and therefore defendant is entitled to a jury trial in this matter, see...*South Carolina Community Bank, Respondent, v. LLC Appellate Case No. 2014-002627 Decided: April 26, 2017*.

Plaintiff has raised a legal issue in their complaint in **paragraph 3** which they state, "Plaintiff has a legal right to enforce the negotiable instrument secured by the mortgage," meaning the "note" as the negotiable instrument but they have failed to prove by sufficient fact and firsthand knowledge that they were in possession of this negotiable instrument at the time of the initial filing of the foreclosure proceedings which would give them authority to bring forth a foreclosure action. It is clear that to have standing in this foreclosure, the Original Plaintiff (**Emphasis Added**) must show that they not only were the physical holders and owners of the original Note bearing the defendant's wet-ink signature (no copies), but also the Mortgage as well, see...*Deutsche Bank National Trust Company v. Heinrich (2013) IN THE COURT OF COMMON PLEAS OF THE NINTH JUDICIAL CIRCUIT County of Charleston quoting the Supreme Court's decision in Carpenter v. Longan, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872)* which the Court found "clearly supports the notion that the Plaintiff must own the Note and the Mortgage to foreclose on the property (**emphasis in the opinion**)... Plaintiff's Complaint in this case fails to meet this criteria as the Original Note bearing the defendant's wet-ink signature was never produced in court during either hearings by the Original Plaintiff as requested to be produced many times validating and verifying when, where, and how they were in physical possession of both the original wet-ink signature note and mortgage at the time of filing this foreclosure case and before any substitutions.

Original Plaintiff Bank of America, N.A. lacked the standing to initiate and prosecute the foreclosure, and substitute plaintiff lacks standing to take over the case in Bank of America, N.A.'s position as Plaintiff to prosecute the foreclosure and dismissal pursuant to **Rule 17(a) and Rule 12(b)(6) SCRPC** is appropriate.

Furthermore, either party may demand a trial by jury of any issue triable by jury. See... **Rule 38 (b), SCRPC**. Therefore a trial defendant has a right to a trial by jury as demanded by defendant. The defendant demanded trial by jury for the legal issues of law raised in his amended counterclaim/countersuit which was for a jury to decide, not the court. This case should not have been referred to the master in equity and there should be no orders granting final summary judgment by the court in regards to the amended counterclaim/countersuit without a jury trial as there are still issues of material facts as presented that must be resolved in this case before a jury present in regards to the legal issues raised by the plaintiff in their complaint and challenged by the Defendant since his special appearance in 2017 as he was never served with the summons and complaint evidenced by the record and as raised in defendants amended counterclaim/countersuit. Any such orders are void judgments.

There is a clear Failure to Join Necessary Parties under **Rule 12(b)(7), SCRPC**. **Rule 12(b)(7)** provides that one defense to an action is the failure to join a party under Rule 19 of the South Carolina Rules of Civil Procedure. This defense is hereby raised by the defendant as presented in this motion.

**Rule 19 provides that:**

A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over\_ the subject matter of the action shall be joined as a party in the action if (1) in his absence complete relief cannot be afforded among those already parties, or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave

any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest. If he has not been so joined, the court shall order that he be made a party.

Defendants claims that Bank of America, N.A., and Carrington Mortgage Services, LLC, are necessary parties to this action, and that the court must join them as parties to protect the Defendants and insure a full adjudication of the controversy against all relevant parties presented in this motion and or specified in his amended counterclaim/countersuit. On a **Rule 12(b)(7)** motion, "the proper course for the trial court is to determine the necessity of adding a new party under **Rule 19. *Bancohio National Bank v. Neville, 310 S.C. 323, 328, 426 S.E.2d 773, 776 (1993).***

This case should not have been dismissed and transferred to the Master as there are still genuine issues of material facts present here and controversies that needs to be addressed to which have been presented in this case against the opposing parties to include the parties who have not been enjoined or re-enjoined it this matter.

#### **MOTION TO STRIKE**

Defendant requests that any and all motions, proposed orders, memorandums, oppositions, exhibits, answers to amended counterclaims be stricken from the record since the inception of this case if they are not sworn to under oath and penalty of perjury by the Plaintiff, an individual, a natural person with firsthand knowledge of the facts submitted before the court on behalf of the plaintiff. Since the amended countersuit/counterclaim is verified, the answer shall be verified by an individual with firsthand knowledge of the facts presented and therefore any alleged answers should be stricken from the record for want of an answer. Plaintiffs' attorney have provided nothing but hearsay, conclusions, allegation, they produced no facts supported by evidence that have been authenticated as required under **SC Rule 901** and therefore have produced no

evidentiary facts before the court. Statements of counsel, in their briefs or their arguments are not sufficient for a motion to dismiss or for summary judgment,” and “an attorney for the Plaintiff cannot admit evidence into the Court, He is either an attorney or a witness”. *Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647.* “Where there are no depositions, admissions, or affidavits the Court has no fact to rely on for a summary determination.” The Defendant has filed a verified pleading which is in affidavit form, there are not depositions, admissions, or affidavits filed by the opposing party, the Plaintiff in the form of a verified answer and therefore summary judgment is appropriate in favor of the defendant (*Dawkins v. Fields, 3310 (2001)*). There is a controversy and the court is here to hear controversy.

#### CONCLUSION

For the reasons specified in this motion, this court should reverse/vacate/set aside their **April 20, 2022** order dismissing defendant’s amended counterclaim/countersuit under **Rule 60 (b) 1, 2, & 4, SCRPC**, based on the neglect, fraud, misrepresentation, or other misconduct, and the judgment being void for violating the rights of defendant to a trial by jury in regards to his amended counterclaim/countersuit as presented above. This court should reverse/vacate/set aside the order granting referral to the master in equity for the fact that when placing their order, this court has created undue prejudice towards the defendant and his rights, did not take into consideration all exhibits, affidavits attesting to and authenticating defendants facts, oppositions, memorandums presented by the defendant in support of defendant’s claims, opposition to any dismissals of the amended counterclaims/countersuit, defendants reply to answers by plaintiff to counterclaims and other filings by defendant and because there is a manifest error of law applied to dismiss valid claims of fact for violations of law and the court plainly disregarded and did not apply all other laws violations including the state consumer protection laws as specified in this motion. This court should reverse/vacate/set aside their order for failure to enjoin relevant parties

when requested causing undue prejudice to defendant and his claims as this court relied on unsworn affidavits/non-authentic statements, hearsay and other filings from the opposing party counsel/attorney which are not authenticated, is not based off of firsthand knowledge nor are they facts before the court as presented in this motion and this court should strike each of these filings to include any answers to counterclaim/countersuit and enter summary judgment in favor of the defendant supported by his verified filings.

This court should reverse/vacate/set aside their order because there was no jury present as demanded in the amended counterclaim/countersuit. There are no sworn statements/affidavits on record authenticating anything filed from the Substitute and Original Plaintiff. The fact that the defendant's amended counterclaim/countersuit is verified in affidavit form, the defendants affidavits are the only statements of fact sworn to under personal firsthand knowledge and filed on the record as prima facie evidence before the court to which the order should be reversed/vacated/set aside, Carrington should be enjoined and original plaintiff should be re-enjoined back into this case and a stay should be placed in this matter as presented in this motion and other motions to stay filed by the defendant as there is a pending confirmation of an arbitration award that involves all 3 parties which are material to this case to which the award, the claims addressed in arbitration as it pertain to the performance contract/agreement which supersedes and predates as well as replaces any and all prior agreements between the parties covers most of the claims presented in this amended counterclaim/countersuit and the foreclosure proceeding to which this court may have or may be re-litigating the same claims which is a conflict of the arbitrators findings which are also facts before the court especially now that the Statute of limitations has passed to have the award vacated after they have received notice of its existence by delivery and filing the 2 notice requirements of the FAA statute to have an award confirmed.

This court should grant the entry of default requested by the defendant filed on 10-26-2017 for failure to file a verified answer. This court should grant leave of court for defendant to cure any defects if any are present in defendant's amended counterclaim/countersuit and after any stay of proceedings have been lifted, to compel any controversies and new claims that are now present here that pertain to new breaches of the performance contract/agreement to the chosen arbitration association that defendant has chosen and stay the proceedings until arbitration has been completed and a copy of the arbitrators findings have been filed into court. If this court finds that is does not, did not or do not want to produce proof of jurisdiction on the record, defendant requests that this case be remanded back to district court for further proceedings and the state claims stayed until the district court has completed litigation of the amended counterclaim/countersuit. A proposed order is included with this filing.

RESPECTFULLY PRESENTED,

*Nelson L. Bruce 5-19-2020*

THE BENEFICIAL OWNER OF THE CESTI QUIEQUITABLE TRUST

Nelson L. Bruce, Propria Persona, Sui Juris, Affiant  
All Natural Rights Explicitly Reserved and Retained

U.C.C. 1-308, 1.103.6

c/o 144 Pavilion Street Summerville, South Carolina [29483]

Email: leonbruce81@yahoo.com

Ph. 843-437-7901

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above referenced MOTION has been electronically mailed to the parties located below via the UNITED STATES POST OFFICE via the UNITED STATES POSTAL SERVICE via First Class Postage Prepaid under Certified Mail.

**RESPECTFULLY PRESENTED,**

**Addressed to:**

**ALBERTELI LAW**

**Attention: William S. Koehler (Attorneys for Plaintiffs)**

**201 Main Street, Suite 1450**

**Columbia, South Carolina 29201**

**Certified Mail No.: 7019 1640 0002 1913 4066**

**"Without Prejudice"**

*Nelson L. Bruce 5-19-2020*

**THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST**

**Nelson L. Bruce, Propria Persona, Sui Juris**

**All Natural Rights Explicitly Reserved and Retained**

**U.C.C. 1-207/1-308, 1.103.6**

**c/o 144 Pavilion Street, Summerville South Carolina [29483]**

**Ph. 843-437-7901**

**FILED-RECORDED**

*5-20-2020*

**Cheryl Graham  
Clerk of Court  
Dorchester County**

# EXHIBITS - L

***Detailed Schedule of Exhibits:***

1. DEBT COLLECTION COMMUNICATION FROM ROGERS TOWNSEND ATTORNEYS AT LAW (5 pages); and
2. DEBT COLLECTION COMMUNICATION CARRINGTON MORTGAGE SERVICES (10 pages); and
3. DEBT COLLECTION COMMUNICATION ALBERTELLI LAW (3 pages).

**19 pages total including this cover sheet**

**FILED-RECORDED**  
**5-20-2020**  
Cleryl Graham  
Clerk of Court  
Dorchester County



**ROGERS TOWNSEND**  
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC  
DEFAULT SERVICES DEPARTMENT

Exhibits - I.

POST OFFICE BOX 100200  
COLUMBIA, SOUTH CAROLINA 29202  
P 803.744.4444 F 803.343.7013  
WWW.RTT-LAW.COM

October 11, 2016

Nelson L. Bruce  
1605 Central Avenue, Ste. 6, #167  
Summerville, SC 29483

RE: *Bank of America, N.A. v. Nelson L. Bruce, et al.*  
Case No. 2016-CP-18-01678; Dorchester County  
Our File No. 015262-02421

Dear Mr. Bruce:

The law firm of Rogers Townsend & Thomas, PC has received your debt dispute related to loan number: 202985786.

After consulting with our client (the creditor), who has re-reviewed its system following its receipt of your dispute, our law firm has been instructed to validate/verify the debt and hereby encloses an updated payoff statement in the event you/your client desire to payoff this loan in full.

Your mortgage was given to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, FSB, its successors and assigns, and was recorded on April 1, 2009 in Book 7005 at Page 309. This mortgage was assigned to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment dated September 2, 2011 and recorded September 16, 2011 in Book 8012 at Page 142. This mortgage is subject to a loan modification agreement dated February 9, 2013. Enclosed are copies of the Mortgage, Assignment of Mortgage and Loan Modification Agreement.

Sincerely yours,

Default Services Department

Rogers Townsend & Thomas, PC

Enclosures

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.



**ROGERS TOWNSEND**  
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC  
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200  
COLUMBIA, SOUTH CAROLINA 29202  
P 803.744.4444 F 803.343.7013  
WWW.RTT-LAW.COM

October 10, 2016

Nelson Bruce  
144 Pavilion Street  
Summerville, SC 29483-8444

Re: BAC Home Loans Servicing, LP vs. Bruce, Nelson  
Property Address: 144 Pavilion Street, Summerville, SC 29483-8444  
Loan No. 202985786  
Our File No. 015262-02421

**FOR SETTLEMENT PURPOSES ONLY**

Dear Sir or Madam:

**ROGERS, TOWNSEND & THOMAS, PC IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.**

This letter is in response to your request for a payoff. It is our understanding that you may intend to pay off this loan at a future date. The amount that will be necessary to payoff this loan in full, including legal fees and costs, may increase between the date of this letter and the date that you remit your pay off funds. In order to give you a payoff that is valid through a future date, we have included estimated costs and fees for additional steps that may occur in the foreclosure process between the date of this letter and October 31, 2016. We have also included estimated advances (if any) that may be required to be paid by the Plaintiff on your behalf, and additional interest that will accrue between the date of this letter and October 31, 2016. If you pay this loan off by no later than **October 31, 2016**, the estimated payoff amount is itemized as follows:

Principal Balance .....	\$170,312.65
Interest .....	\$8,799.52
MIP .....	\$113.98
Other Advances.....	\$1,525.00
Escrow Balance.....	\$1,537.42

**Total Estimated Payoff Amount due as of October 31, 2016.....\$182,288.57**

Please note that this estimated payoff quote expires on October 31, 2016.

**ATTORNEY TRUST OR ATTORNEY ESCROW CHECKS WILL NOT BE ACCEPTED.**

P. O. Box 100200 (29202) • 100 Executive Center Drive, Suite 210 • Columbia, South Carolina 29210  
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

The payoff figures listed above include items that have been paid by the Plaintiff or incurred by our law firm and items that are currently due or will become due through October 31, 2016. In constructing this payoff, we may have included anticipated additional fees and costs in order to provide you with an estimated payoff good through October 31, 2016. These anticipated fees and costs merely represent an estimate as to what our actual fees and costs will be if you pay off the loan by no later than October 31, 2016. Please understand that any estimated or anticipated charges contained in this letter will not be binding on this firm or on the Plaintiff, and that the account remains liable for all fees and costs incurred after today even if those items are not included as part of the estimated amounts set forth in this letter. You will be responsible for reimbursing the Plaintiff or its servicer if it pays other taxes, insurance or miscellaneous expenses permitted by law.

Please understand that the above figures are subject to final verification upon receipt by the lender or servicer. All fees and costs incurred after the issuance of this payoff letter will continue to be assessed until the loan is paid in full.

**\*IMPORTANT:** Along with the payoff funds, please provide us with your new address. In the event we receive legal fees or costs in excess of the amount you actually owe, those excess funds will be promptly returned to you by your lender or servicer to the property address or address provided to us by you in writing.

If you desire to pay off your loan after October 31, 2016, and the property has not yet been sold at a foreclosure sale, you must contact us at (803)744-4444 or email a request to [payoffreins@rtt-law.com](mailto:payoffreins@rtt-law.com) to obtain an updated payoff amount. Please be sure to provide us with the fax number, e-mail address and/or address where you would like these figures to be sent.

Please forward your certified check made payable to: **Bank of America, N.A., and mail to: Rogers, Townsend and Thomas, Attention Reinstatement, 100 Executive Center Drive, Suite 210, Columbia, SC 29210** so that it is received no later than 4:00 PM on or before October 31, 2016. Please include your loan number, your name and our file number on your certified funds. Cash, personal checks, credit/debit cards or attorney Trust or Attorney Escrow Checks will not be accepted. The payoff funds will be returned if any portion are in the form of a personal check. We also recommend that you forward your payoff by certified mail or overnight delivery to insure timely delivery.

If you would prefer to wire the funds directly to our account, wiring instructions are attached for your convenience.

Please be advised that the foreclosure action will continue until the total payoff funds are received in compliance with the terms in this letter.

**PLEASE NOTE:** If there is a foreclosure sale date scheduled for your property, this letter does not extend or change that foreclosure sale date.

Sincerely,

Reinstatement/Payoff Department

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Please return this attachment along with your payment.

Homeowner(s) Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Is the homeowner(s) currently living in the property?  Yes  No

If no, current mailing address:  
144 Pavilion St  
Summerville, SC 29483

Homeowner's Contact #'s:\*

Home: \_\_\_\_\_

Work: \_\_\_\_\_

Work: \_\_\_\_\_

Other: \_\_\_\_\_

Email: \_\_\_\_\_

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

\*Please provide a minimum of 2 contacts.  
015262-02421

**WIRING INSTRUCTIONS  
ROGERS TOWNSEND & THOMAS, PC**

**WIRE TO:** South State Bank & Trust  
201 Columbiana Drive  
Columbia, SC 29212  
Phone #: (803) 540-3300  
Fax #: (803) 407-9347  
Routing # 053200983  
Account # 1390002366

**FOR CREDIT TO:** Rogers, Townsend & Thomas, PC - IOLTA  
100 Executive Center Drive  
Suite 210  
Columbia, SC 29212  
Phone #: (803) 744-4444  
Account # 1390002366

**Please include the RT&T file #, your loan # and your name on the wire so we can accurately process your transaction.**

P.O. Box 5001  
Westfield, IN 46074

Exhibits - L

0000557 02 MB 0.420 \*\*AUTO 5 0 9211 29483-938699 .CD4-P00557-1

NELSON L BRUCE  
1605 Central Ave  
Suite 6 #167  
Summerville SC 29483-9386

**Property Address:**  
144 PAVILION STREET  
SUMMERVILLE, SC 29483



Loan Number: 7000124554

05/10/2017

**NOTICE OF SERVICING TRANSFER**

Re: Carrington Mortgage Services Loan #: 7000124554  
Bank of America N.A. Loan #: 202985786

Dear Customer(s):

The servicing of your mortgage loan is being transferred, effective 05/02/2017. This means that after this date, Carrington Mortgage Services, LLC ("CMS") will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Bank of America N.A. is now collecting your payments. Bank of America N.A. will stop accepting payments received from you after 05/01/2017.

CMS will collect your payments going forward. CMS will start accepting payments received from you on 05/02/2017.

Send all payments due on or after 05/02/2017 to CMS at this address: Carrington Mortgage Services, LLC, P.O. Box 79001, Phoenix, AZ 85062. Please include your new CMS loan number as specified at the top of this letter on your check and all future correspondence.

If you have any questions for either your present servicer, Bank of America N.A. or your new servicer, CMS, about your mortgage loan or this transfer, please contact them using the information below:

**Current Servicer:**

Bank of America N.A.  
Customer Service Department  
800-869-8607  
Customer Service Correspondence  
P.O. Box 31785  
Tampa, FL 33631-3785

**New Servicer:**

Carrington Mortgage Services, LLC  
Attention: Customer Service Department  
877-267-1221  
P.O. Box 5001  
Westfield, IN 46074

The CUSTOMER SERVICE DEPARTMENT for CMS is toll free and you may call from 7am to 5pm PST Monday - Friday. You may also visit our website at <https://carringtonms.com>.

If you have been including premiums for life, disability, accidental death, or any other type of optional insurance, this coverage will be discontinued. You should contact the provider of the optional insurance or other membership product directly regarding continued availability or for alternative options.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by Bank of America N.A. on or before its due date may not be treated by CMS as late, and a late fee may not be imposed on you.

If your monthly payment is being electronically drawn from your checking or savings account by Bank of America N.A., this process will be discontinued in connection with the servicing transfer. Please visit our website at <https://carringtonms.com>, or contact one of our Customer Service Representatives, toll-free, at 877-267-1221, for available payment options.

Effective as of the servicing transfer date, you will be subject to the enclosed privacy policies of CMS and you may also obtain a copy of the privacy notice by visiting our website at <https://carringtonms.com>.

It is our pleasure to welcome you as one of our mortgage customers. CMS places a high level of importance on quality customer service and we are confident that we will provide the world class service to which you are accustomed.

Sincerely,

Loan Servicing Department  
Carrington Mortgage Services, LLC

Note: See Debt Validation Attachment.

**NOTICE**

Exhibits - L

***Pursuant to Fair Debt Collection Practices Act  
15 U.S.C. Section 1692, et seq.***

**CMS Loan #: 7000124554**

**Current Creditor: Wilmington Savings Fund Society FSB as trustee of Stanwich Mortgage Loan Trust C  
Current Servicer: Carrington Mortgage Services, LLC (CMS)**

Dear Borrower:

This Notice is to remind you that you owe a debt. As of the date of this Notice, the amount of the debt you owe is \$189,539.88.

In addition, we would like to advise you that you have thirty (30) days after receipt of this Notice to dispute the validity of the above debt, or any portion thereof, and if you do not do so, we will assume the debt is valid. If you notify us in writing within this thirty (30) day period that you dispute the debt, or any portion thereof, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by us.

Upon your written request within thirty (30) days after receipt of this Notice, we will provide you with the name and address of your original creditor, if different from your current creditor.

If you have any questions concerning this loan, please call our toll free number at 877-267-1221. Our office hours are from Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

**YOU HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO CMS TO CEASE FURTHER COMMUNICATION WITH YOU. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT CMS FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.**

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## IMPORTANT DISCLOSURES

Exhibits - L

### **-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC, by calling 1-800-561-4567. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonms.com/>.

### **-IMPORTANT BANKRUPTCY NOTICE-**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

### **-CREDIT REPORTING-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### **-MINI MIRANDA-**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

### **-HUD COUNSELOR INFORMATION-**

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 568-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

### **-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

### **-SCRA DISCLOSURE-**

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at (888) 267-5474.

### **-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-**

Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-488-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at <https://carringtonms.com/>.

570

HELLO\_DVL

7000124554

Page 5 of 8

9211-04-00-0000357-0003-0002401

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**Carrington Mortgage Services Loan Number: 7000124554****Important Information:**

Welcome to Carrington Mortgage Services, LLC. We look forward to servicing your mortgage loan with our expert Loan Servicing Specialists.

**Steps to Make an Automated Phone Payment – Fee: \$5.00, unless prohibited by applicable law.**

1. Dial Toll Free Number: (800) 561-4567.
2. Enter "Option 2" (for assistance with your account).
3. When prompted, enter Loan Number, then enter the last four digits of your Social Security Number.
4. To make a payment by phone press "Option 1".
5. To make an Automated Payment by Phone and incur a \$5.00 fee, press "1".
6. When prompted, enter Loan Number, then enter the last four numbers of the primary borrower's Social Security Number.
7. When prompted, enter Routing Number and Checking Account Number.
8. Confirm payments by following the automated prompt.

Payments submitted after 11:00 PM Eastern Time/8:00 PM Pacific Time or on a Sunday will be processed the next business day.

All payments submitted on a Sunday (even if submitted on the last day of the month) will post the following business day.

**Steps to Make a Web Payment - Fee: \$0.00**

1. Enter the following web address in your internet browser: <https://carringtonms.com>
2. If you have not created an online account please select "Sign Up" under New User.
  - a. You will be required to agree to the Terms and Conditions of the website.
  - b. Please have your Loan Number and Social Security Number available to establish your online account.
  - c. You will be required to create a user name and password.
3. Once online, click "Make a Payment" to make your monthly mortgage payment via our secured website.
  - a. Payment Options: Checking or Savings Account (No debit/credit cards or money market accounts).
4. You will be prompted to agree to the Terms and Conditions of the Western Union Payment System for Carrington Mortgage Services, LLC.
5. You will need to provide the following information:
  - a. Email Address
  - b. Select Checking or Savings Account Radial Button
  - c. Routing Number
  - d. Banking Account Number
  - e. (Optional) Select whether to conveniently store your account information for your next scheduled payment.
6. Click "Continue".
  - a. Validate Routing and Banking Account Numbers.
  - b. Submit payment.

Payments submitted after 11:00 PM, Eastern Time/ 8:00 PM Pacific Time or on a Sunday will be processed the next business day.

All payments submitted on a Sunday (even if submitted on the last day of the month) will post the following business day.



I DO NOT  
ACCEPT OR CONSENT  
TO YOUR CONTRACT

Rehan Bhatti  
5-22-2017

FACTS	WHAT DOES CARRINGTON MORTGAGE SERVICES, LLC DO WITH YOUR PERSONAL INFORMATION	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Payment history and mortgage rates and payments</li> <li>• Credit history and credit scores</li> </ul>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Carrington Mortgage Services, LLC chooses to share; and whether you can limit this sharing.	
	Reasons we can share your personal information	Does Carrington Mortgage Services, LLC share? Can you limit this sharing?
	For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes No
	For our marketing purposes— to offer our products and services to you	Yes No
	For joint marketing with other financial companies	Yes No
	For our affiliates' everyday business purposes— information about your transactions and experiences	Yes No
	For our affiliates' everyday business purposes— information about your creditworthiness	Yes Yes
	For our affiliates to market to you	Yes Yes
	For nonaffiliates to market to you	Yes Yes
To limit our sharing	<ul style="list-style-type: none"> <li>• Call toll free (800) 561-4567 or</li> <li>• Mail the form at the bottom of the page to the following address:</li> </ul> <p>Carrington Mortgage Services, LLC P.O. Box 5001 Westfield, IN 46074</p> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call toll free, (800) 561-4567 or go to <a href="http://www.carringtonms.com">www.carringtonms.com</a>	

Mail-in Form	
Leave Blank OR If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.  <input type="checkbox"/> Apply my choices only to me	Mark any/all you want to limit: <ul style="list-style-type: none"> <li><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes</li> <li><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</li> <li><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me</li> </ul>
	Name
	Address Line 1
	Address Line 2
	City State Zip
	Account Number

Who is providing this notice?	Carrington Mortgage Services, LLC
How does Carrington Mortgage Services, LLC protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Our Policies and Procedures and Employee Code of Conduct limit access to customer information for business purposes only and include strict standards for keeping your information confidential and secure.</p>
How does Carrington Mortgage Services, LLC collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for a loan or give us your income information</li> <li>• Provide employment information or provide account information</li> <li>• Provide your mortgage information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies with the Carrington name such as Carrington Mortgage Holdings, LLC, Carrington Real Estate Services, LLC, Carrington Escrow, Inc., Carrington Insurance Agency, LLC, Carrington Title Services, LLC (d/b/a Carrington Settlement Services in Pennsylvania), Carrington Document Services, LLC, Carrington Foreclosure Services, LLC, and Carrington Property Services, Inc. (d/b/a Azure Home in California).</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with can include mortgage companies, insurance companies, direct marketing companies, and nonprofit organizations.</i></li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include other mortgage companies.</i></li> </ul>



1201 Main Street, Suite 1450, Columbia, SC 29201  
Phone: 803.828.0880 | Fax 803.828.0881 | alaw.net

Exhibits - L

April 06, 2017

Nelson L. Bruce  
144 Pavilion Street  
Summerville, SC 29483

RE: Debt Verification  
Property Address: 144 Pavilion Street, Summerville, SC 29483  
Loan Number: [REDACTED]  
ALAW File Number: 17-004206

Dear Mr. Bruce:

Our office is in receipt of your correspondence dated March 25, 2017 regarding the validity of the debt. Please find enclosed a copy of the March 3, 2017 correspondence advising of the amount owed. You will also find a complete loan history, copies of original Note, Mortgage and Assignment of Mortgage indicating that Bank of America, N.A. is the owner of the loan.

Sincerely,

  
Aubrey E. Fox  
Paralegal

Enclosures

THIS LAW FIRM MAY BE DEEMED A "DEBT COLLECTOR" UNDER THE FAIR DEBT COLLECTION PRACTICES ACT. ANY AND ALL INFORMATION OBTAINED MAY BE USED FOR THE PURPOSE OF COLLECTING A DEBT  
IF YOU ARE A DEBTOR IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY THIS IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY BUT AN ATTEMPT TO ENFORCE PLAINTIFF'S LIEN.



1201 Main Street, Suite 1450, Columbia, SC 29201  
Phone: 803.828.0880 | Fax: 803.828.0881 | alaw.net

March 3, 2017

Principal Balance:	\$170,312.65
Interest:	\$11,549.37
Corporate Advances:	\$6,395.82
Outstanding Attorney's Fees & Costs:	\$0.00
<b>Total Claim:</b>	<b>\$188,257.84</b>

Nelson L. Bruce  
144 Pavilion Street  
Summerville, SC 29483

RE: Property: 144 Pavilion Street, Summerville, SC 29483  
Loan Number: [REDACTED]  
Albertelli File Number: 17-004206

Dear Sir/Madam:

Albertelli Law represents Bank of America the creditor and servicer of a loan related to the property at 144 Pavilion Street, Summerville, SC 29483 and this communication is governed by the Fair Debt Collection Practices Act, or FDCPA, 15 USCS §§ 1692 et seq. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. As of today's date, our records indicate that based upon the terms of the Promissory Note and Mortgage associated with this loan, you owe \$188,257.84. An itemization of the unpaid balance, unliquidated damages and other contractual costs are provided herein. Also, the terms of the Promissory Note and Mortgage also entitle the creditor to recover attorney's fees and costs which is \$0.00. The FDCPA requires us to provide you with the following disclosure:

**UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT, OR ANY PORTION THEREOF, THIS OFFICE WILL OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT AND MAIL YOU A COPY OF SUCH JUDGMENT OR VERIFICATION. IF YOU REQUEST THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.**

All correspondence with our firm should be directed to the following address:

**Albertelli Law, P.O. Box 23028, Tampa, FL 33623**

**IF YOU ARE A DEBTOR IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY:**

Please be advised that if you are a debtor in bankruptcy or have been discharged in bankruptcy, this statement does not represent and is not intended to be a demand for payment. In such cases, this letter is provided for you for information purposes only and is not an attempt to collect a debt. You should consult legal counsel regarding your obligations, if any, to pay the mortgage loan.

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

If you previously received a discharge in a bankruptcy case involving this loan and did not sign a reaffirmation agreement, then this letter is not an attempt to collect a debt from you personally. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you.

Sincerely,

Albertelli Law

94169

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY

Honorable Diane S. Goodstein, Circuit Court Judge

Case No. 2016CP1801678

Appellate Case No. 2020-001130

Wilmington Savings Fund Society FSB, as Trustee of Stanwich Mortgage Loan Trust C  
.....Respondent

v.

Nelson L. Bruce, Capital Return Investments, LLC, Charleston Area CDC, SC Housing Corp.,  
South Carolina Housing Trust Fund, and Reminisce Homeowners Association, Inc., Defendants,

Of Whom Nelson L. Bruce is the.....Appellant

MOTION TO DISMISS APPEAL

Albertelli Law

William S. Koehler  
1201 Main St, Suite 1450  
Columbia, SC 29201  
(803) 828-0880  
Attorneys for Respondent

May 6, 2021

### **STATEMENT OF ISSUE**

Respondent Wilmington Savings Fund Society FSB, as Trustee of Stanwich Mortgage Loan Trust C moves to dismiss this appeal on the grounds that Appellant has not preserved the issues for appeal.

### **PROCEDURAL HISTORY OF APPEAL**

This is a mortgage foreclosure. Appellant filed an Answer and Counterclaims, which he later amended. Respondent filed a Reply. Appellant filed various motions, of which eight were pending at the time of hearing. Respondent filed a Motion to Dismiss Appellant's Counterclaims and to Refer the case to the Master in Equity ("Motion to Dismiss").

A hearing was held on the Motion to Dismiss, and the pending motions filed by Appellant. The hearing was attended by counsel for Respondent and Appellant. Respondent had paid the motion filing fee for only one of his motions, but he asked that particular motion be stayed until a later time. Judge Goodstein, presiding, granted Respondent's request.

The Court declined to hear Appellant's motions where he had not paid the filing fees. The Court granted Appellant's Motion to Dismiss, and this appeal followed.

### **MEMORANDUM AND MOTION TO DISMISS**

Appellant lists twelve issues on appeal in his initial brief. Eight of the issues raised by Appellant involve the dismissal of his counterclaims. Appellant also seeks to appeal dismissal of his motions for which he failed to file the filing fee; appeal the circuit court's failure to enjoin parties; appeal the circuit court's failure to vacate an order substituting Plaintiff; appeal the circuit court's failure to physically file proof of the circuit court's jurisdiction.

- I. **With the exception of his FDCPA claim, Appellant refused to address any of his counterclaims at the hearing.**

At the hearing before Judge Goodstein, counsel for Respondent argued the Motion to Dismiss. After the conclusion of that presentation, the Court asked Appellant for his response. Appellant declined to argue his position and has waived the right to try to re-litigate it before this Court because the issue is not preserved. The transcript of the motion hearing, attached hereto as an exhibit, shows:

MR. BRUCE: And for me to speak as far as what he's talking about ---

THE COURT: Yes.

MR. BRUCE: --- the motion to dismiss.

THE COURT: Yes.

MR. BRUCE: It would be a breach of that contract for me to continue and start making objections towards the issue that he's claiming.

(Tr., p. 11, ll. 3-10)

When given the opportunity to present his case, Appellant declined. Later he did make some arguments about the FDCPA, which are addressed below. Appellant has not preserved any issues related to his counterclaims.

“ ‘Issue preservation rules are designed to give the trial court a fair opportunity to rule on the issues, and thus provide us with a platform for meaningful appellate review.’ *Queen's Grant II Horizontal Prop. Regime v. Greenwood Dev. Corp.*, 368 S.C. 342, 373, 628 S.E.2d 902, 919 (Ct.App.2006). At a minimum, issue preservation requires that an issue be raised to and ruled

upon by the trial judge. *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). It is 'axiomatic that an issue cannot be raised for the first time on appeal.' *Id.* Imposing such a requirement on the appellant 'is meant to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments.' *I'On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000)." *Herron v. Century BMW*, 395 S.C. 461, 465, 719 S.E.2d 640, 642 (2011)

## **II. FDCPA claims**

Appellant argued a different theory for his Fair Debt Collections Practices Act ("FDCPA") claims at hearing than he seeks to argue in his brief to this Court and has not preserved a claim under FDCPA for review.

At the hearing, Appellant argued that he did not receive a verification in the form he wanted. Appellant did not address whether Respondent is a debt collector under the FDCPA. In the argument section of his brief Appellant now argues Respondent is a debt collector under the FDCPA. However, Appellant did not raise or argue this point at the hearing.

Appellant's entire position at hearing was that he should have a verification in the form he requires. He cannot now raise other issues and theories for the first time to in an appeal. *Id.*

**III. Appellant did not argue the circuit court's failure to enjoin parties, the circuit court's failure to vacate an order substituting Plaintiff, the circuit court's failure to vacate an order substituting Plaintiff, the circuit court's failure to vacate an order substituting Plaintiff or the circuit court's failure to physically file proof of the circuit court's jurisdiction.**

Appellant identifies these issues for appellate review in his brief. He did not raise these issues to Judge Goodstein, and he has not preserved them for this Court's review. *Id.*

#### IV. Dismissal of motions for failure to pay filing fees

At the hearing Appellant argued that he should not have to pay filing fees until the county provided him proof of where the fees are being allocated. (Tr., p. 4, ll. 14-18). In his brief Appellant abandons this argument and argues instead he should be allowed to proceed without paying filing fees because he has filed sufficient documents to evidence his indigent status. Failure to raise an issue constitutes waiver and is not properly before the Court on appeal. *Carolina Attractions, Inc. v. Courtney*, 287 S.C. 140, 143, 337 S.E.2d 244, 245 (Ct. App. 1985)

Appellant has not preserved his claim to proceed as an indigent. He did not claim that position at hearing instead arguing the county had not proven to him where the funds will go. Judge Goodstein asked about the filing of an affidavit of indigency. Appellant informed the Court he had not filed one. Judge Goodstein then invited Appellant to argue why he had not paid the fee, and Appellant declined to argue indigency. (Tr., p. 3, l. 24 – p. 4, l. 18) Thus, having not raised the issue to the Circuit Court, Appellant cannot raise it now.

Additionally, Appellant cites no authority in his brief for his position that he should not have to pay the filing fee. “ ‘An issue is deemed abandoned if the argument in the brief is not supported by authority or is only conclusory.’ *Potter v. Spartanburg Sch. Dist.* 7, 395 S.C. 17, 24, 716 S.E.2d 123, 127 (Ct.App.2011); *see also S.C. Dep't of Soc. Servs. v. Mother*, 375 S.C. 276, 283, 651 S.E.2d 622, 626 (Ct.App.2007) (finding an issue abandoned because the appellant made ‘a conclusory argument without citation of any authority to support her claim’); *Hunt v. S.C. 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.’)” *Bluffton Towne Ctr., LLC v. Gilleland-Prince*, 412 S.C. 554, 573, 772 S.E.2d 882, 892 (Ct. App. 2015)

**Conclusion**

Appellant has not preserved any of the issues he now raises in his brief. He cannot raise issues for the first time on appeal, and his brief should be dismissed.

Respectfully submitted,

Albertelli Law

/s/ William S. Koehler  
William S. Koehler  
1201 Main St, Suite 1450  
Columbia, SC 29201  
(803) 828-0880  
Attorneys for Respondent

May 6, 2021

State of South Carolina )  
County. of Dorchester )

In The Court of Common Pleas  
First Judicial Circuit  
2016-CP-18-1678

Wilmington Savings Fund )  
Society FSB as Trustee of )  
Stanwich M, et al., )

Plaintiffs, )

vs. )

Nelson L. Bruce, et al., )

Defendants. )

Transcript of Record

March 12, 2020  
St. George, South Carolina

**B E F O R E:**

The Honorable Diane S. Goodstein, Judge

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

William S. Koehler, Esquire  
Attorney for the Plaintiffs

Nelson L. Bruce  
Self-represented Litigant

Elizabeth B. Harris, CVR-M-CM  
Circuit Court Reporter

I N D E X

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<u>Witness/Description</u>	<u>Page No.</u>
Certificate Page. . . . .	14

E X H I B I T S

<u>No.</u>	<u>Description</u>	<u>Ev.</u>
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No exhibits introduced.

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THE COURT: All right, what's next?

CLERK: Next we have 2016-CP-18-1678. We have eight motions on the docket. The defendant, Nelson Bruce, has a amended motion for pretrial discovery; a motion to dismiss; a motion to vacate the March 23, 2018, order; a motion to dismiss the September 25, 2017, order; motion to vacate the September 15, 2017, order; motion for temporary restraining order; motion to stay proceedings. And then we have the plaintiff's motion to dismiss and for order of reference.

THE COURT: All right. Thank you.

Thank you both. All right and, yes, sir, and your name.

MR. KOEHLER: Good morning, Your Honor. William Koehler here on behalf of plaintiff.

THE COURT: All right, and you are Mr. Bruce?

MR. BRUCE: Yes, ma'am.

THE COURT: Very well. All right.

(A PAUSE.)

THE COURT: All right. Mr. Bruce, there is a note from the clerk's office indicating that for some or all of the motions, that you did not pay a filing fee. Is that -- tell me about that.

MR. BRUCE: Yes. I contested the filing fee.

THE COURT: Okay. Did you happen to file an affidavit of indigency?

1 MR. BRUCE: I did not.

2 THE COURT: Okay, and tell me the reason that you did  
3 not pay the filing fee.

4 MR. BRUCE: Well, as far as the filing fee.

5 THE COURT: Yes.

6 MR. BRUCE: The county basically receives -- they do  
7 like a -- what do you call it? The county does a estimate,  
8 I guess. Not like a estimate but they do -- and I can't  
9 think of the term right now, but...

10 THE COURT: Okay.

11 MR. BRUCE: They file a -- it's not a summary but it's  
12 like financials every year, and for people who are paying  
13 taxes, that -- those financials cover those fees for  
14 filing. And I requested that this court provide me proof  
15 of what these filing fees are going to, what budget, and I  
16 have not received that. So, I'm contesting the filing  
17 fees, to see what these are actually going from, if we as  
18 taxpayers are paying taxes in regards to these fees.

19 THE COURT: Okay.. All right, and very well. Did you  
20 pay filing fees with regards to any of your motions?

21 MR. BRUCE: I've paid filing fees before, but that's  
22 before I was informed of what -- the summary as far as, you  
23 know.

24 THE COURT: Okay.

25 MR. BRUCE: What I stated before.

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THE COURT: Sure. With regards to the motions that you have filed to be heard today, did you pay your filing fee on any of these motions?

MR. BRUCE: I don't believe so.

THE COURT: Very well. Okay. All right. Very well, and it's your position, as I understand it, that because the -- you believe and your position is, is that, that the cost to run the court system or any other expenses to which the filing fees may go towards, that those expenses ought be paid by ---

MR. BRUCE: Estimated.

THE COURT: --- tax dollars.

MR. BRUCE: Estimated finances.

THE COURT: That there ought not be a requirement for a filing fee and, therefore, that is the basis upon which you did not pay your filing fees. Is that correct?

MR. BRUCE: Yes. That's correct.

THE COURT: Very well. All right. Now, in order --- Yes?

CLERK: Judge, he did pay for number one on the roster.

THE COURT: Okay. So, the amended motion pretrial discovery?

CLERK: Yes, ma'am.

THE COURT: Amended motion pretrial discovery, that

1 one the filing fee was paid. Gotcha. Okay, but not with  
2 regards to the others?

3 CLERK: No, ma'am.

4 THE COURT: Okay. Very well.

5 Now, Mr. Bruce, so that you -- I have and can preserve  
6 your issue, I'm going to determine that based upon state  
7 law, you are required to pay your filing fee prior to a  
8 motion being heard unless you have complied with the  
9 statute that allows for those who are indigent and have  
10 filed their affidavit and been deemed to be indigent.  
11 Those individuals can go forward without the paying filing  
12 fees. You've told me that you have not filed such an  
13 affidavit of indigency and that -- and you have put on the  
14 record your basis for your belief that you ought be allowed  
15 to go forward and argue your motions without the filing  
16 fees having been paid.

17 Under these circumstances, Mr. Bruce, with the  
18 exception number one where you did pay your filing fee, I  
19 am not going to hear those motions because you have failed  
20 to comply with the payment of the filing fee which is  
21 required. However, that issue is now preserved and if you  
22 wish to appeal that issue, you certainly can do that, okay?

23 MR. BRUCE: Okay.

24 THE COURT: That would be with regards to the other  
25 motions, not number one because, as I understand it, the

1 motion which is described on the docket as amended motion  
2 pretrial discovery, with regards to that motion, that one  
3 would be heard because the filing fee was paid. That  
4 motion I'm showing was filed on July the 23rd of 2018.

5 The motion which we have also today, the motion to  
6 dismiss an order of reference, that is a motion that has  
7 been filed by the plaintiff. Correct, Mr. Koehler?

8 MR. KOEHLER: Correct, Your Honor.

9 THE COURT: Did you pay your filing fee?

10 MR. KOEHLER: Yes, Your Honor.

11 THE COURT: All right. No indication from the clerk's  
12 office that that filing fee was not paid.

13 Now, the motion to dismiss that has been filed by the  
14 plaintiff, it is a motion to dismiss what pleading?

15 MR. KOEHLER: The defendant's counterclaims. It's a  
16 motion to dismiss the defendant's counterclaims and to then  
17 refer the case.

18 THE COURT: Okay. Gotcha. All right.

19 All right, I think...

20 (A PAUSE.)

21 THE COURT: All right, let me hear from you on your  
22 amended motion for pretrial discovery, Mr. Nelson.

23 MR. BRUCE: Well, I want to request a stay on that as  
24 well.

25 THE COURT: Okay.

1 MR. BRUCE: Because -- yes.

2 THE COURT: Oh. You don't want to hear that right  
3 now?

4 MR. BRUCE: Not right now, no.

5 THE COURT: Okay.

6 MR. BRUCE: And the reason why is because I have  
7 another pending case in district court.

8 THE COURT: Okay.

9 MR. BRUCE: Which was what I was supposed to -- I  
10 filed the motion to stay for but, like you said, there  
11 would be filing fees.

12 THE COURT: Gotcha.

13 MR. BRUCE: So, it's probably going to be appealed.

14 THE COURT: Gotcha. Okay. No problem.

15 MR. BRUCE: But it's, it's based off another contract,  
16 so, than this one.

17 THE COURT: No problem. So, we'll stay that one.

18 All right, Mr. Koehler, your motion.

19 MR. KOEHLER: Thank you, Your Honor.

20 THE COURT: Yes.

21 MR. KOEHLER: Plaintiff -- this is a foreclosure  
22 action.

23 THE COURT: Yes.

24 MR. KOEHLER: Plaintiff had initiated it with the  
25 filing of the summons and complaint. The defendant filed.

9  
1 an answer and counterclaims which he amended. We filed a  
2 reply and in our reply, we pleaded our 12(b)(6) motion to  
3 dismiss.

4 THE COURT: Okay.

5 MR. KOEHLER: And that we are renewing here. The  
6 defendant's pleading lists several things in captions but  
7 does not develop any of those. We ask the court dismiss  
8 anything if it could be even construed as a counterclaim  
9 simply by listing within a caption. The defendant did go  
10 into some depth on three counterclaims of which I was able  
11 to discern, and we would ask that those be dismissed.

12 First was liable. The defendant had a counterclaim  
13 for liable, but he did not in his pleadings identify any  
14 facts that would, could be construed as a libelous  
15 statement. In fact, he did not specify any facts or any  
16 statements at all. He did reference some of the pleadings,  
17 which, as we put in our memo, are privileged.

18 Second, the defendant pleaded a counterclaim for  
19 slander, I believe. Again, no statement was identified  
20 slanderous or otherwise, and certainly no spoken statements  
21 at all.

22 Third, the defendant made some references to the Fair  
23 Debt Collection Practices Act, the FDCPA. I assumed he was  
24 making a claim under that.

25 As an initial matter, this debt was validated by our

1 law firm. So, he has had that, and plaintiff in this case  
2 is not collecting a debt. This is a deficiency waiver.  
3 They are simply enforcing a security interest.  
4 Additionally, they're not a debt collector under FDCPA as  
5 they are not collecting the debt of another. It is their  
6 debt. And since there -- those causes of action fail to  
7 state facts sufficient to form causes of action, we ask the  
8 court to dismiss it, those.

9 If the court does that, the only remaining action will  
10 be our foreclosure action, which we believe would be  
11 appropriate to be referred to the master in equity, and ask  
12 the court to do that as well.

13 THE COURT: All right. Gotcha.

14 All right and, Mr. Nelson, I'll hear from you.

15 MR. BRUCE: Well, in regards to what the plaintiff is  
16 stating.

17 THE COURT: Yes.

18 MR. BRUCE: Around January of 2019, I sent out a  
19 presentment to them, which was a offer which basically was  
20 -- pretty much covers most of what's going on here. They  
21 failed to respond to that, thereby agreeing to that  
22 contract, and I filed a copy of that on the record showing  
23 proof that. They had a ten to twenty-day rejection period  
24 to reject that offer.

25 THE COURT: Very well. Okay. All right.

1 MR. BRUCE: They failed to respond to that offer.

2 THE COURT: Okay.

3 MR. BRUCE: And for me to speak as far as what he's  
4 talking about ---

5 THE COURT: Yes.

6 MR. BRUCE: --- the motion to dismiss.

7 THE COURT: Yes.

8 MR. BRUCE: It would be a breach of that contract for  
9 me to continue and start making objections towards the  
10 issue that he's claiming.

11 THE COURT: Okay.

12 MR. BRUCE: And that's why it's in district court  
13 right now.

14 THE COURT: Yes.

15 MR. BRUCE: In process of being confirmed, and that  
16 would determine basically the full validity of the claims  
17 in that contract.

18 THE COURT: Okay.

19 MR. BRUCE: In regards to this matter as well.

20 THE COURT: Okay. Very well. Anything else you want  
21 to tell me about the -- in response to the motion to  
22 dismiss?

23 MR. BRUCE: In regards to the motion to dismiss, and  
24 so that I don't waiver any further arbitration rights, I  
25 will present a few things. There are some affidavits filed

1 on the record in regards to the debt validation that they  
2 never responded to, including the attorneys. They failed  
3 to respond. The FDCPA requires that they respond in thirty  
4 days. They failed to respond, failed to produce any  
5 validation of the debt.

6 The attorney claims that the attorney validated the  
7 debt. They have no firsthand knowledge in regards to that,  
8 and so they cannot validate that debt. Only a person with  
9 firsthand knowledge can validate that debt, and again they  
10 have produced no affidavits in rebuttal to my affidavit.

11 THE COURT: Got it. Very well.

12 All right, gentlemen, thank you so much.

13 I'm going to ask for a proposed order.

14 MR. KOEHLER: Yes, ma'am.

15 THE COURT: Obviously I want you to send it, please,  
16 to Mr. Nelson when you send it to me, if not before, and I  
17 will let you know of my decision, okay?

18 MR. KOEHLER: Thank you, Your Honor.

19 THE COURT: Thank you. Thank you very much.

20 MR. KOEHLER: Any particular time frame?

21 THE COURT: I would appreciate it in thirty days;  
22 however, if you need a longer period, just simply let me  
23 know.

24 MR. KOEHLER: That should be no problem, Your Honor.

25 THE COURT: Very well.

1 MR. KOEHLER: Thank you.

2 THE COURT: I appreciate it.

3 And with regards to Mr. Nelson, since he is appearing  
4 pro se, I would draft from his perspective. I would take  
5 the drafting as an obligation myself in the event that I  
6 rule in his -- as he would wish and based on his argument,  
7 I will draft that order.

8 Very well. Thank you.

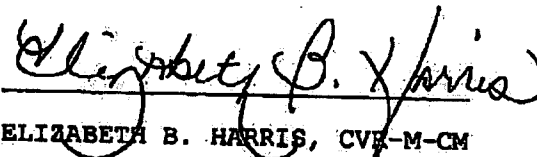
9 MR. BRUCE: Thank you.

10 --- END OF TRANSCRIPT OF RECORD ---

## CERTIFICATE

I, THE UNDERSIGNED ELIZABETH B. HARRIS, CERTIFIED  
VERBATIM OFFICIAL COURT REPORTER FOR THE FIFTH  
JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO  
HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE  
AND COMPLETE TRANSCRIPT OF RECORD OF ALL THE  
PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE HEARING  
OF THE CAPTIONED CAUSE, RELATIVE TO APPEAL, IN THE  
CIRCUIT COURT FOR DORCHESTER COUNTY, SOUTH CAROLINA,  
ON THE 12TH DAY OF MARCH, 2020.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN,  
COUNSEL, NOR INTEREST IN ANY PARTY HERETO.

  
ELIZABETH B. HARRIS, CVR-M-CM

COLUMBIA, SOUTH CAROLINA

DECEMBER 22ND, 2020

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

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APPEAL FROM DORCHESTER COUNTY

Honorable Diane S. Goodstein, Circuit Court Judge

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Case No. 2016CP1801678

Appellate Case No. 2020-001130

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Wilmington Savings Fund Society FSB, as Trustee of Stanwich Mortgage Loan Trust C  
.....Respondent

v.

Nelson L. Bruce, Capital Return Investments, LLC, Charleston Area CDC, SC Housing Corp.,  
South Carolina Housing Trust Fund, and Reminisce Homeowners Association, Inc., Defendants,

Of Whom Nelson L. Bruce is the.....Appellant

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CERTIFICATE OF MAILING

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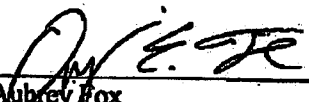
The undersigned hereby certifies that she is an employee of Albertelli Law and is a person of such age and discretion to be competent to serve papers.

That on the 6th day of May 2021 she served copies of Respondent's Motion to Dismiss Appeal by placing said copies in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Pleadings:  
Parties Served:

Motion to Dismiss Appeal

Nelson L. Bruce  
144 Pavilion Street  
Summerville, SC 29483

  
\_\_\_\_\_  
Abbey Fox  
Paralegal  
Albertelli Law

Columbia, South Carolina



1201 Main Street, Suite 1450, Columbia, SC 29201  
Phone: 803.828.0880 | Fax 803.828.0881 | alaw.net

May 16, 2021

The South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

RE: Wilmington Saving Fund, FSB v. Bruce  
Appellate Case No. 2020-001130

To Whom It May Concern:

Please find enclosed an original and copies of the Motion to Dismiss Appeal regarding the above-referenced matter. A check in the amount of \$50.00 is also enclosed. Please do not hesitate to contact our office should you have any questions.

Sincerely,



Audrey E. Fox  
Paralegal

Enclosures

**THIS LAW FIRM MAY BE DEEMED A "DEBT COLLECTOR" UNDER THE FAIR DEBT COLLECTION PRACTICES ACT. ANY AND ALL INFORMATION OBTAINED MAY BE USED FOR THE PURPOSE OF COLLECTING A DEBT**

**IF YOU ARE A DEBTOR IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY THIS IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY BUT AN ATTEMPT TO ENFORCE PLAINTIFF'S LIEN.**

Alberici Law  
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Columbia, SC 29201

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Acceptance of Offer with full immunity AND WITHOUT RECOURSE: NBLEB-20200518NLBWILM0801-COAPP-0802°

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**

MAY 19 2021

**SC Court of Appeals**

APPEAL FROM DORCHESTER COUNTY  
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-001130  
Common Pleas Case No.: 16-CP-18-1678

Wilmington Savings Fund  
Society FSB as Trustee of  
Starwich Mortgage Loan Trust C.....Respondent,

v.

Nelson L. Bruce, et al.....Appellant.

**OPPOSITION TO APPELLEE'S MOTION TO DISMISS APPEAL**

Nelson L. Bruce, Propria Persona, Sui Juris  
c/o 144 Pavilion Street  
Summerville, South Carolina 29483  
(843) 437-7901  
Leonbruce81@yahoo.com  
Appellant

May 18, 2021

**APPELLANTS RESPONSE TO RESPONDENT STATEMENT OF ISSUE**

Appellant, Nelson L. Bruce, hereby responds and objects to respondent Wilmington Savings Fund Society FSB, as Trustee of Stanwich Mortgage Loan Trust's request to dismiss this appeal which appellant received on May 10, 2021 on the grounds that Appellant has not preserved the issues for appeal for the reasons presented throughout this opposition and response.

**APPELLANT'S REPLY AND ADDITION TO PROCEDURAL HISTORY OF  
APPEAL**

On or about May 20, 2020, Appellant filed a MOTION FOR RECONSIDERATION, RELIEF FROM APRIL 22, 2020 ORDER AND DIMISSAL OF AMENDED COUNTERCLAIM/COUNTERSUIT AND REFERRAL TO MASTER IN EQUITY, TO VACATE/SET ASIDE THE APRIL 22, 2020 JUDGMENT/ORDER AND STAY PROCEEDINGS, TO STRIKE FILINGS BY PLAINTIFF'S ATTORNEY, TO ENJOIN PARTIES, FOR CONTINUANCE OF HIS MOTION FOR ENTRY OF DEFAULT MOTION FOR SUMMARY JUDGMENT AND EXPEDITED REVIEW OF MOTION on the record after appellant received a copy of the April 22, 2020 signed order dismissing the case which appellant received on May 11, 2020. The court never mailed out the 4-22-2020 judgment/order to the appellant until 5-1-2020 as evidenced and documented by the clerk (see...common pleas 5-1-2020 court record for this case) and the appellant did not receive delivery of the 4-22-2020 judgment/order until 5-11-2020 due to the effects of Covid-19 with U.S.P.S. mailing delays. On 7-8-2020 the court made a ruling denying appellants 5-20-2020 Motion and referred the case to the MIE and this appeal followed for both the 4-22-2020 judgment/order and the 7-8-2020 order.

**APPELLANTS REPLY TO MEMORANDUM AND MOTION TO DISMISS**

- I. **APPELLANT REPLY TO SECTION I OF RESPONDENTS MOTION TO DISMISS "WITH THE EXCEPTION OF HIS FD CPA CLAIMS,**

**APPELLANT REFUSED TO ADDRESS ANY OF HIS COUNTERCLAIMS  
AT THE HEARING.**

Respondent claims that Appellant declined to argue his position therefore has waived the right to try to re-litigate the issues presented to this court because they are not preserved and then starts to reference parts of the transcript. Appellant objects to this allegation. Although appellant made some statements at the hearing in regards to the motion to dismiss, appellant had already presented his case before the court and the issues have already been raised and preserved on the record in appellant's filed opposition to respondent's motion to dismiss (see... Defendants' Opposition to Plaintiff's Motion to Dismiss and Motion for Order of Reference filed and entered on 12-17-2018 which is hereby reiterated and incorporated by reference in its entirety) which is why appellant stated "it would be a breach of that contract for me to continue to start making objections towards the issue that he claiming" (see...page 3 respondents motion to dismiss appeal). Appellant's 12-17-2018 opposition pertains to any arguments in regards to the motion to dismiss before any arbitration agreements were made during the pendency of the case therefore the issues have been preserved for appellate review.

At the hearing, appellant presented to the court to review the record and address all affidavits filed on the record (see...respondents copy of transcript pages 11 – 12 filed with their motion to dismiss this appeal). This would include the appellants 12-17-2018 amended counterclaim which clearly specified as an Affidavit and is in Affidavit form (see...page 1 of appellant 9-25-2017 amended counterclaim). This affidavit is undisputed facts before the court as there are no rebuttal affidavits on file to this affidavit which should have been considered in this matter. The following was stated at the hearing:

THE COURT: Okay. Very well. Anything else you want to tell me about the --  
in response to the motion to dismiss?

MR. BRUCE: In regards to the motion to dismiss, and so that I don't waiver any further arbitration rights, I will present a few things. There are some affidavits filed on the record in regards to the debt validation that they never responded to, including the attorneys. They failed to respond. The FDCPA requires that they respond in thirty days. They failed to respond, failed to produce any validation of the debt. The attorney claims that the attorney validated the debt. They have no firsthand knowledge in regards to that, and so they cannot validate that debt. Only a person with firsthand knowledge can validate that debt, and again they have produced no affidavits in rebuttal to my affidavit.

THE COURT: Got it. Very well.

By the attorneys own words, they admit to allegedly attempting to validate an alleged mortgage debt by stating " As an initial matter, this debt was validated by our law firm" (see... Respondents filed copy of transcript pages 9 – 10 filed with their motion to dismiss) which is in line with appellants exhibits (exhibits-L) file on record on 5-20-2020 with appellant's motion which is hereby incorporated by reference in its entirety as proof that respondents are debt collectors trying to collect a debt directly or indirectly and proof that the respondents were trying to collect a debt during the pendency of foreclosure which makes them a debt collector as their communication specifically states "THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE" which is a statement required by FDCPA for all debt collectors to have with their communications to a consumer when attempting to collect a debt. The 5-20-2020 file motion along with a proposed order (see...5-20-2020 motion filing) which contains issues by the appellant was first raised to the circuit court requesting a ruling on the motion by the court which they ruled on 7-8-2020 therefore are preserved for appellate review *Fetler v. Gentner*, 396 S.C. 461, 722 S.E.2d 26, 30 (S.C. Ct. App. 2012) (holding an appellate court cannot address an issue unless it was first raised to and ruled upon by the lower court).

Also There Appears to be a Controversy which amounts to a lack of jurisdiction, and a void judgment/order under Rule 60 and a violation of appellant's constitutional rights, rights to a

trial by jury as exercised and demanded as prescribed under SCRCF Rule 38(b) and therefore is preserved under SCRCF Rule 38(a) for a jury to decide on all issues pertaining to the appellants amended counterclaims and preserved for appellate review.

**Rule 39(a), SCRCF, provides,**

When trial by jury has been demanded as provided in Rule 38, the action shall be designated upon the calendar and the clerk's filebook as a jury action. The trial of all issues so demanded shall be by jury, unless (1) the parties or their attorneys of record, by written stipulation filed with the court or by an oral stipulation made in open court and entered in the record, consent to trial by the court sitting without a jury or (2) the court upon motion or its own initiative finds that a right of trial by jury of some or all of those issues does not exist.

**Rule 38(b), SCRCF, states,**

Any party may demand a trial by jury of any issue triable of right by a jury by serving upon the other parties a demand therefor in writing at any time after the commencement of the action and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party.

The court in determining the appellant's right to a jury trial by jury was solely based on the foreclosure action filed by the respondent being an equitable action (see...4-22-2020 order under section "PLAINTIFF'S MOTION TO REFER"), not the amended counterclaims and therefore the court had only found that appellant did not have a right to a trial by jury on some of the issues as prescribed under Rule 39(a), on the foreclosure action "only", not appellants counterclaims. Therefore the issues whether appellant is required a trial by jury on his amended counterclaims was never addressed and appellant has a right to a trial by jury on all of those issues presented in his amended counterclaim as demanded in his amended counterclaim (see...section "VII" paragraph 47 of 9-25-2017 amended counterclaim) as there are no written stipulations filed with the court nor oral stipulation in open court or entered in the record by the appellant consenting to trial by the court sitting without a jury as the 4-22-2020 order shows the

court decided the issues, not a jury.

In *South Carolina Community Bank v. Salon Proz, LLC* Appellate Case No. 2014-002627, April 26, 2017 it was decided that, a counterclaim is considered a separate action because it can be ordered as a separate trial. Appellant is entitled to a jury trial in this equitable action because his amended counterclaims are legal and compulsory." *Carolina First Bank v. BADD, LLC*, 414 S.C. 289, 295, 778 S.E.2d 106, 109 (2015). "A counterclaim is compulsory if it arises out of the same transaction or occurrence as the party's claim which is the case here as appellants amended counterclaims meet the restrictions enunciated in *Carolina First Bank v. BADD, LLC* because they bear a logical relation to the foreclosure claim and arise out of the origination and administration of the subject alleged mortgage loan.

There has been a demand for a jury trial/trial by jury documented by the clerk and acknowledged on the record (see... the 10-27-2017 record where the clerk documented the following as a "Clerk's error" Changed file type from non-jury to jury, see... appellant's 8-23-2018 exhibit - H filed on the record which is a copy of the record, also see...the lower courts 5-23-2018 record documenting a notice of jury roster) which evidences a jury, not the court was to decide any and all issues presented in appellant's amended counterclaim and therefore the court's judgment/order is void as presented in appellants brief and preserved for appellate review. This was brought to the courts attention before and after the hearing which the court ignored thereby violating appellants rights to a trial by jury on the issues (see...12-17-2018 filing page 4 paragraph 3, and 5-20-2020 filing pages 3, 6, 26-28, and 30-31). The record regarding a jury trial did not get adjusted until after the 4-22-2020 order dismissing the amended counterclaims therefore the court was already on notice that the amended counterclaims was to be decided by a jury, not the court. Nothing in the record demonstrates appellant voluntarily

relinquished the right to a trial by jury, a jury trial. The right of trial by jury is highly favored, and waivers of the right are always strictly construed and not lightly inferred or extended by implication." *Keels v. Pierce*, 315 S.C. 339, 342, 433 S.E.2d 902, 904 (Ct. App. 1993). "In the absence of an express agreement or consent, a waiver of the right to a jury trial will not be presumed." *Id.* These are matters in controversy for which a jury must decide all the issues pertaining to the amended counterclaim (see... SCRCP Rule 38(c)) as a matter of law and are preserved as provided under SCRCP Rule 38(a). The Bill of Rights guarantees every party the right to a "trial by jury" in every controversy in every court that has a value of \$20 or more and I have exercised that right with my demand for a jury trial, trial by jury (see... appellants amended counter claim filed on 9-25-2017 section "VII" paragraph 47). This right is not subject to review, and or restriction, as it is a secured and guaranteed right supported by precedent and Appellant has exercised that right and has not consented to waiving that right.

There are no rebuttal affidavits filed and signed under oath, penalty of perjury, and firsthand knowledge that can authenticate the statements that the attorneys has made throughout this case on behalf of their clients the appellees. Affidavits stand as truth when not rebutted or properly rebutted (see...[*United States v. Kis*, 658 F.2d 526, 536 (7th Cir. 1981); *Cert. Denied*, 50 U.S. L. W. 2169; S. Ct. March 22, 1982]). Affidavit uncontested unrebutted unanswered stands as true. "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law."). Indeed, no more than affidavits is necessary to make the prima facie case which is the case here. *United States v. Kis*, 658 F.2d 526 (7th Cir. 1981); *certiorari denied*, 50 U.S.L.W. 2169; S.Ct. March 22, 1982 denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982. Since there are no rebuttal affidavits filed on the record the attorneys have provided nothing but hearsay and allegations on the record, no facts and appellant's affidavits are all undisputed facts.

This court and Common Pleas Court is a court of record and the court is required to review all filings on the record in order to fairly rule on the issues presented before it whether or not stated at a hearing. As long as it is filed on the record, it is before the court for the court to review and consider. If this was not the case then why are all filings required to be filed with the clerk of record in order for the judge to review to make a decision and why is the record required in order for the appellate court to review any errors of the court? In fact, there are no requests filed on the record by the respondent in the form required by the circuit court (see...page 7 of 3-23-2018 filing by respondent for example of the required form/cover sheet) asking for a hearing in order for a hearing to conduct on their motion to dismiss therefore the court was only required to go by the record when addressing the motion to dismiss appellants counterclaims which would include the appellant's opposition to respondents motion to dismiss. The court took it upon itself without consent and request of the parties on the form required by the court to request a hearing on the matter. All responses was already on the record and they were to make their decision based off of the record and the parties responses on the record in opposition to the motion to dismiss and the court is required to consider the record. The lower court failed to do this and because there was no consent to the hearing and nor records of a request for a hearing on the matter, the court had no right to conduct a hearing on any issues especially if it violates a parties right to a trial by jury on all the issues as preserved. These are the reasons why the referenced 5-20-2020 motion was filed giving the court the opportunity to review the full record of appellant's filings on the record for this matter since the filing of the amended counterclaim to correct their errors and fairly make a decision and to inform the court that a jury must be present as a trial by jury was demanded for all the issues.

The respondent had an opportunity to contest the 5-20-2020 motion with the filing of an

opposition but failed to raise any objections and challenges to that motion and therefore have waived their right to raise any objections in this appeal to what was presented and raised before the circuit court in that motion as any responses toward the 5-20-2020 motion would not have been on the record before the appeal and would be raised for the first time on appeal which respondent has already stated would be axiomatic (see... "Section I" page 4 of respondents motion to dismiss) and any such challenges and responses should be stricken from the record in this appeal. In this case, all issues raised in appellant's informal brief has been raised before the lower court and ruled on as evidenced by their 7-8-2020 denial filed on the record of that court therefore the appellant has reached the minimum requirement for issues presented in appellants brief to this court and therefore are not raised for the first time and are preserved for appellate review. Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the lower court (E.g., *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998)). For these reasons, respondent's motion to dismiss should be denied.

## II. APPELLANT REPLY TO SECTION II OF RESPONDENTS MOTION TO DISMISS "FDCPA CLAIMS"

Respondent claims that Appellate has argued a different theory for his Fair Debt Collections Practices Act ("FDCPA") claims in his brief to the appellate court and therefore appellant has not preserved a claim under the FDCPA for review. Respondent claims that appellant argued that he did not receive a verification in the form he requested. That appellant did not address whether respondent is a debt collector under the FDCPA. On the contrary, appellant had already raised these arguments in his position on the record in his 12-17-2018 opposition (see... pages 1, 2, 5, 6, and 11) as this opposition clearly and specifically addresses the motion to dismiss and appellant raised these arguments in his 5-20-2020 motion (see... 5-20-20 motion pages 6 - 8 of 33 and 15 - 23 of 33) which are all hereby reiterated and incorporated by

reference in their entirety therefore the FDCPA claims are preserved for appellate review. In fact, there were additional arguments/theories added to the order that was not presented or raised at the hearing (see...March 12, 2020 hearing transcript filed with respondent's 5-11-2020 motion to dismiss) such as:

- Assuming Plaintiff is collecting a debt, Plaintiff is the holder of the Note and the legal title owner of the Mortgage, so it is not collecting the debt of another. As the U.S. Supreme Court has stated, "you have to attempt to collect debts owed another before you can ever qualify as a debt collector." *Henson v. Santander Consumer USA Inc.*, 137 S. Ct. 1718, 1724, 198 L. Ed. 2d 177 (2017) (Emphasis in original.)
- Further, Plaintiff's foreclosure action with a waiver of deficiency is not collection of a debt. It has waived deficiency and is seeking only to foreclose its security interest in the property. Enforcing a security interest in real estate is not the collection of a debt. The FDCPA is designed.
- Defendant Response purports to assert a counterclaim for Conspiracy. "A civil conspiracy consists of three elements: (1) A combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes the plaintiff special damages" *Hammond v. Butler, Means, Evins & Brown*, 300 S.C. 458, 463, 388 S.E.2d 796, 798 (1990). Defendant has not alleged facts to support any of the elements. In his claim he states "the opposing parties". There are no opposing parties, only the Plaintiff. There is no combination of two or more persons, which is an essential element of the cause of action.
- Defendant has not pleaded facts showing any parties have come together for the purpose of injuring Plaintiff. Additionally, Defendant has not pleaded special damages. Rule 9(g), SCRCP, requires "when items of special damage are claimed, they shall be specifically stated." In *AJG Holdings LLC v. Dunn*, the Court of Appeals stated, "To prove special damages, [claimaints] had to show that the acts in furtherance of the conspiracy were separate and independent from other wrongful acts alleged in the complaint. See *Todd v. S.C. Farm Bureau Mut. Ins. Co.*, 276 S.C. 284, 293, 278 S.E.2d 607, 611 (1981). Special damages must be properly pled, or the claim for civil conspiracy will be dismissed. *Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 115-16, 682 S.E.2d 871, 875 (Ct.App.2009); see also Rule 9(g), SCRCP (requiring special damages to be specifically stated in the pleadings). *AJG Holdings LLC v. Dunn*, 392 S.C. 160, 167-68, 708 S.E.2d 218, 222-23 (Ct. App. 2011), *affd*, 410 S.C. 346, 764 S.E.2d 912 (2014) The AJG Court cited the *Hackworth* case, which makes it clear that dismissal is appropriate when special damages are not properly pleaded. The Defendant's claims for conspiracy should be dismissed.
- Defendant has included a counterclaim for "Violation of TILA" in the caption of his Amended Response. The reference would appear to be to the Truth in Lending Act. However, Defendant has not pleaded any specific facts related to a violation

- of this act. Therefore, the Defendant's Counterclaim must be dismissed.
- In relevant part Rule 53(b) provides: "In an action ... for foreclosure, some or all of the causes of action in a case may be referred to a master." Rule 71 (a) adds: "Actions to foreclose liens or obtain partition of real property shall be tried by the court, and shall ordinarily be referred to a master pursuant to Rule 53."
  - Defendant has sought a jury trial. "A mortgage foreclosure is an action in equity." U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009). "Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions." Lester v. Dawson, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). This foreclosure action is proper to be referred, and Defendant does not have a right to a jury trial.

However, the above arguments are similar to what was raised on the record in respondents 11-15-2018 Memorandum to their motion to dismiss, and by the court allowing the respondents to utilize the record to add additional allegations/theories outside of the hearing that was not raised at the hearing, the court opened the door for Appellant to address them further and add his own additional allegations/theories and the court should had drafted the appellant's arguments in his opposition that was filed on the record on 12-17-2018 as there should be equal protections and rights amongst the parties by a neutral party, the court otherwise the court is acting in a bias, prejudicial manner against the appellant. Since the court made their decision based off the record in favor of the moving party only, the respondent without the drafting of appellants perspective which would include the opposition filed on the record as they obligated themselves to do (see...hearing transcript page 13) there was clearly a need for the 5-20-2020 motion by the appellant. The court failed to add appellant's arguments and theory filed on the record in his 12-17-2018 opposition as they did with respondents 11-15-2018 memorandum and placed an order dismissing the amended counterclaims. The additional allegations/theories were raised before the lower court first with the filing of appellant's 5-20-2020 motion which stayed the timeframe to file any notice of appeal of which the respondent waived their right to challenge and raise objections to the 5-20-2020 motion as they failed to file an opposition to this motion as

presented above. Therefore the issues are preserved for review of the appellate court and this is not the first time they were presented as respondents were served with a copy of the above 5-20-2020 motion filing and the 12-17-2018 appellant's opposition to plaintiff's motion to dismiss. It is clear that the court's decision was not completely based off of the 3-12-2020 hearing, it was based off of the record, the respondents 11-15-2018 Memorandum, proposed order that had additional allegations/theories which the court adopted and signed. The court never reviewed the record as directed by the appellant as evidenced before the court (see...pages 11-12 of the 3-12-2020 transcript, pages 3-4 of the 12-17-2018 opposition, and page 6 of appellant's 5-20-2020 motion) nor did the court draft from appellants perspective as they obligated themselves to (see...hearing transcript page 13). For these reasons respondent's motion to dismiss appeal should be denied.

**III. APPELLANT REPLY TO SECTION III OF RESPONDENTS MOTION TO DISMISS " APPELLANT DID NOT ARGUE THE CIRCUIT COURT'S FAILR TO ENJOIN PARTIES, THE CIRCUIT COURT'S FAILURE TO VACATE AN ORDER SUBSTITUTING PLAINTIFF, OR THE CIRCUIT COURT'S FAILURE TO PHYSICALLY FILE PROOF OF THE CIRCUIT COURT'S JURISDICTION"**

Respondent argues that appellant did not argue and raise the issues of the failure to enjoin parties, the failure to vacate an order substituting Plaintiff, the courts failure to physically file proof of the court's jurisdiction as identified for appellate review to Judge Goodstein and therefore they are not preserved for appellate court to review. On the contrary, appellant has raised these issues to the judge and filed them on the record, see...appellants 12-17-2018 opposition to plaintiff's motion to dismiss pages 2 – 5 & 10 – 11 and appellants 5-20-2020 motion pages 1, 6 – 8, 10, 16 – 17, 20 – 22, 24, 29 – 32) therefore appellant objects and has preserved these issues for appellate court review and respondents motion to dismiss should be denied.

**IV. APPELLANT REPLY TO SECTION IV OF RESPONDENTS MOTION TO DISMISS "FAILURE TO PAY FILING FEES"**

In regards to the challenge to the filing fees addressed at the hearing, appellant states that because the court set a date for the motions to be addressed for his filings, appellant thought that the court accepted the motions and his form for them to collect a filing fee as a state agency and was proceeding forward since the court did not send any notices for failure to file a filing fee and therefore had to appear because he requested the hearings and appeared for motion hearing under threat of duress and/or coercion as specified in appellants 5-20-2020 motion (see...page 2 of appellant's 5-20-2020 motion). Appellant states that because this case has been going on for over 3 years and there has been multiple filings by all parties, that is would be impossible for appellant to memorize all fillings for 3 + years and when the court asked if he filed any affidavits regarding indigency and the current filing fees for those motions, at the time he could only address what he could remember unaware at the time that he had already filed an affidavit regarding indigency status which would cover all filings moving forward. Appellant directed the court to view all affidavits filed on the record as referenced above in this opposition therefore if the court had reviewed all affidavits filed on the record, the court would have noticed that an affidavit was filed as it was brought to the circuit court judges attention (see...5-20-2020 motion filing on the record pages 4 - 5).

Respondents makes several arguments in regards to the filing fees that pertain to preserving the issue for appellate review. Respondent addressed the appellant's challenge to the courts filing fees, and claims that appellant argued that he should not have to pay filing fees until the county provided him proof of where the fees are being allocated referencing Tr., p. 4, 11., 14-18 of the 3-12-2020 transcript then goes on to claim that appellant abandons this argument and

argues instead he should be allowed to proceed without paying filing fees because he has filed sufficient documents to evidence his indigent status and states a failure to raise an issue constitutes waiver and is not properly before the Court on appeal and that appellant cites no authority in his brief for his position that he should not have to pay the filing fee. Respondent also claims that appellant has not preserve his claim to proceed as an indigent because he did not claim that position at the hearing when asked by the judge. Appellant objects to the respondents allegations as he has raised the argument about his challenge to the court to paying filing fees to the court by requesting proof of where the fees are being allocated by stating under section "V" of Appellants brief (see...page 23 of appellant's brief), "The filing fee was challenged by appellant which the court never produced on the record, any facts to support their claims in opposition to appellants challenge to the fee which is an undisputed fact" although appellant did raise arguments about indigent status. The court failed to produce any evidence that there office is not prepaid by the taxes of the people nor where the funds they are additionally charging filers are being appropriated to before denying appellant's motions therefore they are preserved for appellate review. Appellant addressed all issues regarding the filing fees before the circuit court in his 5-20-2020 motion (see...pages 4 - 5) before appeal therefore they are not abandoned and they are preserved for appellate review. Appellant's claims of indigency are in affidavit form, Appellant's claims of forms for the court to collect a filing fee as a state agency are filed on the record and there for are facts, not conclusions and therefore are undisputed facts as there are no objections in reference to the affidavit and form to collect a filing fee as a state agency. For these reasons, respondent's motion to dismiss should be denied.

#### CONCLUSION

Further, appellant has preserved all the issues addressed in his brief, and therefore are not

addressed for the first time on appeal and respondents motion to dismiss should be denied. Even though respondent believes that the issues presented in appellant's brief may not have been preserved for appellate review and doesn't specify exactly what was not presented before the lower court that appellate presented in his brief, it is clear that the issues regarding the right to a trial by jury, the FDCPA, filing fees were definitely preserved for appellate review. All the issues in appellant's brief are preserved for appellate review as specified above, even if they weren't, this court may still consider matters not raised before the circuit court before appeal was filed if any, based upon judicial economy and public policy/fairness. See... *Bell v. Progressive Direct Insurance*, 407 S.C. 565, 582 n. 9 (2014) and *Jeter v. South Carolina Department of Transportation*, 369 S.C. 433, 441 n.6 (2006). It is clear that the court was bias in their decision and acted in a prejudicial manner and unfairness as they based their decision on the record of one parties arguments and theories and not the other parties opposition which include the other parties arguments and theories even though brought to their attention in a motion and that the court violated the appellants rights to a trial by jury as demanded by deciding the issues which all issues are preserved for a jury to decide and should be reversed and re-litigated before a jury as no hearing was consented to nor requested by the respondent in the form required by the circuit court to set a hearing on the matter. For the reasons specified above and throughout this opposition the respondent's motion to dismiss should be denied.

Appellant prays that this honorable court enter an order allowing appellant twenty (20) days from the date of a decision on the motion to dismiss appeal to amend his appeal brief, to remove the duplicate section (section "I" and section "XII" are duplicates), to add issues related to the stay of proceedings, the estoppel, and the information presented in this opposition as it pertains to issues presented in the brief that are part of the lower courts record.

**RESPECTFULLY PRESENTED,**

"Without Prejudice"

*Nelson L. Bruce 5-18-2021*

~~THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST~~

Nelson L. Bruce, Propria Persona, Sui Juris

All Natural Rights Explicitly Reserved and Retained

U.C.C. 1-207/1-308, 1.103.6

c/o 144 Pavilion Street, Summerville, South Carolina [29483]

leonbruce81@yahoo.com

Ph. 843-437-7901

**Record/FILE ON DEMAND**

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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM DORCHESTER COUNTY  
Court of Common Pleas

**SC Court of Appeals**

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-001130  
Common Pleas Case No.: 16-CP-18-1678

Wilmington Savings Fund  
Society FSB as Trustee of  
Stanwich Mortgage Loan Trust C.....Respondent,

v.

Nelson L. Bruce, et al.....Appellant.

**PROOF OF SERVICE – OPPOSITION TO APPELLEE’S MOTION TO DISMISS  
APPEAL**

I Nelson L. Bruce, Appellant, hereby certify that I served a copy of the foregoing  
OPPOSITION TO APPELLEE’S MOTION TO DISMISS APPEAL by depositing a copy of it in  
the United States Mail, postage prepaid under Certified Mail Addressed To:

ALBERTELLI LAW  
Attention: William S. Koehler  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29201  
(803) 828-0880  
Attorney for Respondent  
Certified Mail No.: 7020 2450 0000 0106 7130

Dated this 18<sup>th</sup> day of May, 2021.

**RESPECTFULLY PRESENTED,**

“Without Prejudice”

*Nelson L. Bruce 5-18-2021*

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Nelson L. Bruce, Propria Persona, Sui Juris

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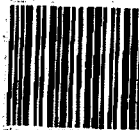
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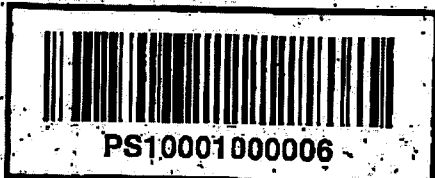
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