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IN THE COURT OF COMMON PLEAS
STATE OF SOUTH CAROLINA, COUNTY OF ANDERSON

Terry Scott Griffin, Plaintiff

v.

USDA Rural Development,
Rosemary Busbee (Loan Originator, in her official capacity),
Bryan Jordan (Loan Originator, in his official capacity), Defendants.

COMPLAINT FOR DECLARATORY JUDGMENT, RESCISSION, DAMAGES,
INJUNCTIVE AND OTHER RELIEF

Jurisdiction and Venue

This Court has jurisdiction as the subject properties are in Anderson County, South Carolina, and all damages and conduct occurred in this jurisdiction.

Parties:

Plaintiff:

1.Terry Scott Griffin
229 Lodge Road
Pendleton, SC 29670

Defendants:

1.USDA Rural Development
1400 Independence Ave., SW, Room 5014, STOP 0701
Washington, DC 20250-0701
Phone: (202) 720-2791

2.Rosemary Busbee, Loan Originator (official capacity)
USDA Rural Development
Aiken County Branch Office
1555 Richland Ave E, Suite 500
Aiken, SC 29801
Phone: (803) 649-4221

3. Bryan Jordan, Loan Originator (official capacity)
USDA Rural Development
Aiken County Branch Office
1555 Richland Ave E, Suite 500
Aiken, SC 29801

Introduction & Nature of Action

4. This action arises from fraudulent loan origination, false statements, regulatory violations, and failures of duty by Defendants regarding USDA loan transactions that led to loss of the first home, inducement to the second contract, ongoing financial/personal damage, and imminent foreclosure.

STATEMENTS OF FACTS & ALLEGATIONS

5. Plaintiff was pre-approved for a USDA Rural Development loan on or about August 1, 2012, and issued a guarantee certificate.

6. Plaintiff contracted to purchase 103 McBrie Lane (Exhibit A). All conditions were met.

7. Defendant Rosemary Busbee intentionally submitted a rejected obligation form with invalid values (Exhibit C1), knowing it would prevent funds from being obligated.

8. At that very time, Busbee falsely represented to Plaintiff that funds were obligated, claimed a government shutdown had halted Rural Housing loans, and advised contract extensions making the statement that they were going to send for the money specifically for this closing because of owing money for the appraisal that had been completed already and would owe money for. She immediately retired after these intentional misrepresentations.

9. This led to multi-month delays. Sellers withdrew after four months, directly due to Defendant's misconduct.

10. Pressured by assurances from the realtor and Defendant Bryan Jordan that previous funding approval could still be used if Plaintiff quickly found another property, Plaintiff contracted for 229 Lodge Road (Exhibit B).

11. Subsequent “corrected” obligation forms for 229 Lodge Road (C2–C8) were created/altered after the fact, and do not match authentic USDA forms (Exhibits C2–C8).

12. All such actions were intended to conceal the initial fraud and mislead both Plaintiff and the agency.

13. Plaintiff notified USDA in writing and verbally, including via state director and OIG; USDA refused to act or investigate unless compelled by legal action.

14. USDA issued an acceleration/foreclosure notice. No foreclosure sale date yet, but Plaintiff’s home is imminently at risk.

15. Damages include lost home, ongoing financial/personal loss, significant emotional distress, and aggravation of diagnosed heart failure and interruptions to vital medical care.

16. All referenced contracts, forms, and correspondence are Exhibits A–C8.

COUNT I – Negligent and/or Fraudulent Loan Origination (7 CFR 3555.51, HB-1-3555, and SC Common Law)

17. As detailed in factual paragraphs 4–13 above and supported by Exhibits A, C1–C8, Defendants were required to act as “reasonably prudent lenders” and comply with federal and state lending regulations when originating and processing Plaintiff’s home loan.

18. Defendant Rosemary Busbee knowingly submitted an obligation form with false and invalid values (Exhibit C1) and failed to submit a corrected form, all while representing to Plaintiff that funding was obligated and only delayed due to a fabricated “government shutdown.”

19. These actions constituted gross negligence or intentional misconduct in the loan origination process and violated 7 CFR 3555.51 and the prudent lender standard, as well as duties under South Carolina law.

20. As a direct and proximate result, Plaintiff lost the first home under contract (Exhibit A), suffered economic and personal harm, and entered into a second contract under duress and false pretenses.

COUNT II – Fraud and Intentional Misrepresentation (HB-1-3555 Ch. 4.9, 18 U.S.C. § 1001, SC Fraud Law)

21. Referencing factual paragraphs 6–10, 12–13, and Exhibits C1–C8, Defendant Rosemary Busbee intentionally made material false statements to Plaintiff regarding the loan obligation status, the cause of funding delay, and the prospects for loan closure.

22. At the same time, Defendant engaged in a scheme with Bryan Jordan to create, alter, and fabricate subsequent obligation forms (Exhibits C2–C8), further concealing the original fraud and attempting to mislead both Plaintiff and the agency.

23. Plaintiff reasonably relied on these misrepresentations to his detriment, resulting in loss of opportunity, financial damages, Reserved for later supplementation as needed” or “Plaintiff anticipates filing additional evidence as available.”

26. As a result, Plaintiff has suffered the damages detailed in paragraphs 14–16.

27. Plaintiff reached out multiple times in the past and did so on the 8/19/2025 as seen by the email Exhibit D1-D3: (emails showing plaintiff’s continued efforts to seek help and seek due process.) Which did get a response finally from the local office offering dates to schedule a meeting, while simultaneously Rural Development accelerated to foreclose on 9/2/2025.

COUNT III – Violation of 18 U.S.C. § 1001 (False Statements to a Federal Agency)

27. Busbee & Jordan knowingly submitted false/falsified documentation within the jurisdiction of the U.S. Gov’t, causing described damages.

COUNT IV – Civil Conspiracy

28. Referencing facts and exhibits above, Busbee, Jordan, and the Realtor conspired to conceal true loan status, cover up errors, and induce Plaintiff into a second contract.

COUNT V – Declaratory Relief and/or Rescission

29. Plaintiff requests a ruling that the contract for 229 Lodge Road is void or voidable, and seeks rescission due to fraud, material violation, and lack of prudent origination.

COUNT VI – Damages (Compensatory, Consequential, Punitive)

30. Defendants are liable for all economic, personal, and emotional harm, including loss of home, medical aggravations, and pain/suffering.

COUNT VII – South Carolina Unfair Trade Practices Act

31. Defendants' actions constitute unfair/deceptive acts under S.C. Code Ann. § 39-5-10 et seq. (SCUTPA), entitling Plaintiff to actual and treble damages, and attorney's fees.

Reservation

32. Plaintiff reserves the right to amend, add claims or parties, or supplement evidence as investigation continues.

PRAYER FOR RELIEF

Wherefore, Plaintiff seeks:

A. Declaratory judgment voiding/rescinding the 229 Lodge Road contract.

B. Injunctive relief/stay halting foreclosure.

C. Damages (economic, consequential, punitive).

D. All further relief as the Court deems just.

EXHIBIT LIST

Exhibit A: Contract for 103 McBrie Lane

Exhibit B: Contract for 229 Lodge Road

Exhibits C1–C8: Obligation forms (C1 = first erroneous; C2–C7 = altered/false; C8 = only authentic correct form)

Exhibits D1–D3: Emails showing plaintiffs continued strive to reach out for help and address the issues by notifying the agency again.

Additional exhibits: Proof of communications, emails, faxes, agency responses as they become available.

MOTION TO STAY FORECLOSURE

NOW COMES Plaintiff, Terry Scott Griffin, and respectfully moves for an order staying/halting all foreclosure or enforcement actions against 229 Lodge Road pending full resolution of this lawsuit for the following reasons:

1. The adverse agency action (acceleration/foreclosure) is premised upon a contract and obligation process riddled with fraud, false statements, and direct regulatory violations.

2. Plaintiff faces irreparable harm, including loss of home and further medical aggravation, absent a stay.

3. There is a substantial likelihood of success on the merits based on undisputed documentary proof.

4. Balance of equities and the public interest favor preserving the status quo.

WHEREFORE, Plaintiff prays that this Court enter an **immediate stay** of all foreclosure or eviction proceedings concerning 229 Lodge Road, and for such other relief as may be just and proper.

Plaintiff: _____

Date:

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