

STATE OF SOUTH DAKOTA
:SS
COUNTY OF HANSON

IN CIRCUIT COURT
FIRST JUDICIAL CIRCUIT

JOHN & DEBORAH E. HORNIDGE,

Plaintiffs,
vs. Case No. 30CIV25-000032
BRENT & MELISSA MENTELE, et al.,

Defendants/Counterclaim Plaintiffs.

FILED

JUL 06 2026

Pam Koupa
Hanson County Clerk of Courts
First Judicial Circuit Court of SD

**SUPPLEMENTAL AFFIDAVIT OF MELISSA MENTELE
IN OPPOSITION TO PLAINTIFFS' MOTION TO EXTEND TIME**

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF Hanson)

I, Melissa Mentele, being first duly sworn upon oath, depose and state as follows:

1. I am one of the Defendants and Counterclaim Plaintiffs in the above-captioned matter. I am over the age of eighteen (18) years and have personal knowledge of all facts stated herein. I submit this Supplemental Affidavit in opposition to Plaintiffs' Motion to Extend Time to Reply to Counterclaim filed June 30, 2026.

2. On March 18, 2025, I sent a certified letter to J. Michael Sharman at Commonwealth Law Offices, P.C., 246 E. Davis Street, Suite 200, Culpeper, Virginia 22701, and a separate certified letter to John and Deborah Hornidge at [REDACTED]

Both letters formally disputed the claimed balance, identified the unauthorized practice of law issue, demanded an accurate payoff statement within ten days, and raised specific objections to the interest calculation methodology. I have the signed USPS return receipt cards confirming both letters were received. Neither Sharman nor the Hornidges provided the requested payoff statement or any response to the substantive issues raised.

3. The forfeiture notices attached as Exhibits B and C to Plaintiffs' Complaint contain scan metadata visible across the top of the pages establishing when those documents were scanned and transmitted. Page 19 of the complaint exhibits shows a scan date of March 21, 2025 — three days after my certified letter raising the UPL issue. Page 17 shows a scan date of March 25, 2025 — seven days after my certified letter. These scan dates establish that Sharman's response to my written notice of unauthorized practice was not to seek South Dakota admission, not to provide the accounting I demanded, and not to respond to my dispute letter. His response was to scan and transmit the forfeiture notices — the documents I had explicitly challenged as void — within days of receiving written notice that they were legally defective. The complaint filed July 28, 2025 attaches those same scanned documents as Exhibits B and C, without any credit for the \$10,000 cure payment made on March 27, 2025, and without any response to the UPL concern raised sixteen months earlier.

4. On or about March 27, 2025 — the cure deadline established by Plaintiffs' own forfeiture notices — I made a \$10,000.00 cash payment at Rivers Edge Bank, Bridgewater Branch, 330 N. Main St., Bridgewater, South Dakota 57319, deposited to DDA Account No. [REDACTED] an account held by John and Deborah Hornidge at Rivers Edge Bank at which I am also a depositor for the purpose of making contract payments. I have the original bank receipt dated March 27, 2025 at 3:57:46 PM showing the \$10,000.00 deposit credited that same day. This payment was made with the condition that it be accepted as full and final payment of the contract or the funds returned. The funds were neither accepted as full payment nor returned. No credit for this payment appears anywhere in the Complaint filed July 28, 2025. No updated accounting reflecting this payment has ever been provided to me in the sixteen months since it was made.

5. In the first week of August 2025, I met with Attorney J.R. Davies at his office at 409 Main Ave, Alexandria, South Dakota 57311. At this meeting I presented documentary evidence including the Hornidge/Mentele Amortization Schedule establishing the correct payment structure under the Contract for Deed, and documentation from closing attorney R.R. Gerlach of Salem, South Dakota, establishing that the full down payment was made at closing in December 2014 through Gerlach's Clients Trust Account at First Dakota National Bank, including Check No. 3701 in the amount of \$10,618.00 dated January 2, 2015, payable to John and Deborah Hornidge, which they received and negotiated. Attorney Davies reviewed this documentation,

stated that his calculations differed from mine, stated that he needed to reach out to Mr. Sharman, and indicated he would contact me after doing so. He did not contact me after that meeting.

6. On August 12, 2025, Attorney Davies telephoned me. During that call, Davies stated that he had "just caught Sharman as he was walking in the door from Dallas" where Sharman had been "for a trial," and that Sharman's secretary and wife Nancy had spoken with Davies as Sharman was returning to his office. Davies stated he needed to speak with Sharman before he could respond further and indicated he would contact me after doing so. I documented this conversation contemporaneously in a note saved in my cellular telephone on or about August 12, 2025. Six days later, on August 18, 2025, Davies sent me the certified letter described in paragraph 7 below — copied to J. Michael Sharman — confirming that Davies had successfully reached Sharman between August 12 and August 18 and that Sharman remained actively involved in directing this South Dakota litigation. Despite reaching Sharman and sending the August 18 letter, Davies did not subsequently contact me about the substance of this case for the following nine months.

7. On August 18, 2025, I received a certified letter from Davies addressed to me. That letter stated that his calculations differed from mine but provided no alternative accounting, no updated balance, and no cure amount. The letter was copied to "CC: Hornidges, J. Michael Sharman" — confirming Sharman's continued active participation in this litigation as of August 18, 2025, more than five months after he had first been put on written notice of the unauthorized practice issue. I have the original Davies letter in my possession.

8. As of the date of this Affidavit — July 1, 2026 — I have never received an updated payoff statement or accounting from Plaintiffs or their counsel reflecting the \$10,000.00 cure payment made on March 27, 2025, despite formally demanding one in writing on March 18, 2025, presenting documentary evidence disputing the balance in August 2025, and making repeated attempts to obtain an accurate accounting. The only communication I have received from Plaintiffs' counsel regarding the balance since the February 2025 forfeiture notices is the August 18, 2025 letter which acknowledged the calculation was disputed but provided no alternative figure.

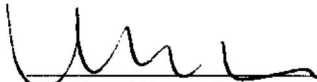
9. On June 25, 2026, I personally delivered copies of Defendants' Motion for Default Judgment on Counterclaim, Affidavit in Support of Application for Entry of Default, Motion for Hearing on Damages, and related documents to Attorney Davies at his office at 409 Main Ave, Alexandria, South Dakota 57311. At the time of service, Davies stated to me that "the time was not up" for filing a reply to the Counterclaim. This statement demonstrates that Davies was aware of the reply deadline and had formed a deliberate judgment about it as of June 25, 2026 — nine days after the June 16, 2026 deadline had already passed under SDCL 15-6-12(a), and the same date as his own alternative thirty-day calculation would have expired.

10. Before leaving Davies' office on June 25, 2026, I stated to Davies: "Here we are almost a year later and I still have not been given any amount to cure." This statement was accurate. From the date of the forfeiture notices in February 2025 through June 25, 2026 — a period of sixteen months — Plaintiffs have never provided me with an updated, accurate cure amount reflecting the \$10,000.00 payment made on the cure deadline or any other subsequent payments or credits.

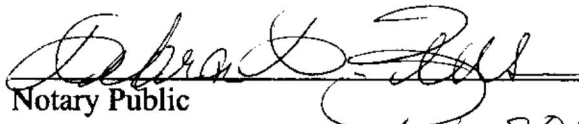
11. I have drafted all pleadings, motions, affidavits, and other documents filed by Defendants in this matter, including the Answer and Counterclaim filed May 27, 2026, the Motion for Default Judgment on Counterclaim, the Affidavit in Support of Application for Entry of Default, the Motion for Hearing on Damages, the Notice of Hearing, and this Opposition and Supplemental Affidavit. I have conducted all legal research in connection with these filings. I am proceeding pro se in this matter.

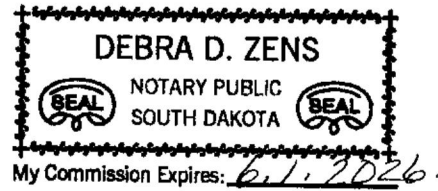
12. The Jurisdictional Authorship Comparison Chart attached hereto as Exhibit A documents seven independent forensic comparisons between the language and structure of Plaintiffs' original Complaint filed July 28, 2025 and the corresponding provisions of Virginia law and South Dakota law. Each comparison demonstrates that the Complaint was drafted using Virginia law templates by a person applying Virginia procedural rules to a South Dakota proceeding. The jury demand appearing in the original Complaint — and repeated in Plaintiffs' Reply to Counterclaim filed June 30, 2026 — is one of seven documented examples of Virginia-specific legal boilerplate appearing in Plaintiffs' Complaint.

Further affiant sayeth naught.


Melissa Mentele
Defendant and Counterclaim Plaintiff
[REDACTED] Emery, SD [REDACTED]
[REDACTED]

Subscribed and sworn to before me this 6 day of July, 2026.


Notary Public
My Commission Expires: 6.1.2026



Jurisdictional Authorship Comparison Chart

Evidence of Out-of-State Ghostwriting & Defective Pleading Construction

Analysis of Plaintiffs' Complaint filed July 28, 2025

(File # 30CIV25-32)

Document Page / Section	The Document's Structural / Legal Feature	The Mandated South Dakota Law Requirement	Proof of Out-of-State Drafting
Pages 7–8 (Third Cause of Action: Eviction / FED)	Virginia framework: Virginia law permits a landlord/vendor to combine an unlawful detainer (eviction) with other claims for damages in a single proceeding (see, e.g., Va. Code § 8.01-126 and related unlawful detainer provisions).	SDCL § 21-16-4: Strictly bars an eviction (FED) action from being combined with any other lawsuit, except for rents/profits or damages. Authority: Vor, Inc. v. Estate of O'Farrell, 2025 S.D. 2 (S.D. Feb. 5, 2025), construing SDCL 21-16-4's bar on combining an FED action with other claims.	Fatal Procedural Error: Combining an eviction/FED cause of action with a strict foreclosure and other claims in a single South Dakota complaint is barred by the express text of SDCL 21-16-4. A South Dakota attorney would know this; the joinder as pled is inconsistent with South Dakota practice.
Page 8 (Fourth Cause of Action: Tort Claims)	Observed defect: Paragraph 25 is missing entirely. The numbering jumps from Paragraph 24 directly to Paragraph 26 with no gap, indicating a paragraph of template text was deleted without renumbering the paragraphs that followed. <i>Note: because the paragraph was deleted, its exact original statutory source cannot be identified from the filed document alone. The evidentiary value of this entry is the numbering defect itself, not a specific statutory citation.</i>	SDCL Chapter 21-3 governs local tort damages in South Dakota and does not rely on the kind of standalone, multi-tiered boilerplate statutory clauses common in out-of-state templates.	Sloppy Copy-Paste: The out-of-state firm's template evidently included a clause that was manually deleted before filing, but the surrounding paragraphs were never renumbered — consistent with a rushed edit to an out-of-state template rather than original South Dakota drafting.
Page 9 (Prayer for Relief: Paragraph E)	Virginia Code § 55.1-1419: Establishes a landlord's proceeding to assert a "right of reentry" into real property upon default — a mechanism that treats a defaulting party as a tenant.	SDCL Chapter 21-50 (Foreclosure of Real Estate Contracts) governs judicial foreclosure of contracts for deed, with an equitable, court-supervised redemption period. South Dakota courts have shown a preference for resolving disputed contract-for-deed defaults through this judicial process rather than private landlord-style reentry. Authority: Anderson v. Aesoph, 2005 S.D. 56, 697 N.W.2d 25, treated a nearly identical forfeiture/reentry clause as subject to judicial foreclosure under SDCL 21-50 rather than self-help forfeiture, in a disputed contract-for-deed matter.	Incompatible Remedy, From an Out-of-State Source: "Right to reenter" is a Virginia landlord-tenant concept with no counterpart in South Dakota contract-for-deed practice. The prayer for this remedy, like the forfeiture notices themselves (Exhibits B-1 and C-1), originates from Sharman, an attorney licensed only in Virginia and never admitted in South Dakota — consistent with the pattern of Virginia-templated relief appearing throughout Plaintiffs' filings.
Page 10 (The Verification & Notary Venue Block)	The verification block was natively typed as "STATE OF VIRGINIA" and subsequently crossed out by hand and corrected to Florida at the point of notarization.	SDCL § 15-6-11 governs verification of South Dakota pleadings. A South Dakota firm's own template would print the correct local venue automatically — it would not need manual	The typed "State of Virginia" boilerplate, later struck by hand, is consistent with the document having been generated on a template originating in Virginia and then

		correction.	sent out of state for signature.
Page 10 (The Verification Declaration Text)	Virginia Code § 8.01-4.3: Prescribes the precise unsworn-declaration language: "I declare under penalty of perjury that the foregoing is true and correct."	SDCL § 15-6-11(a) governs verification of pleadings and prescribes South Dakota's own distinct signature and verification practice.	Statutory Crossover: The verification language tracks the Virginia statute's precise wording rather than South Dakota's verification practice.
Page 11 (The Demand for a Jury Trial)	Rules of the Supreme Court of Virginia, Rule 3:21: Requires a party to serve and file a written demand for a jury trial to preserve the right; Virginia firms commonly include this demand as standard practice in civil pleadings.	An action for strict foreclosure of a contract for deed under SDCL 21-50 is an action in equity. There is no right to a jury trial in an equitable proceeding under South Dakota law.	Impossible Demand: A jury demand in an equitable South Dakota foreclosure proceeding is legally impossible. Its inclusion is consistent with a Virginia firm applying home-state pleading practice to a South Dakota equitable case without adapting it. The same jury demand reappears in Plaintiffs' Reply to Counterclaim filed June 30, 2026, indicating the same template was used for both filings.
Exhibits B & C (The Pre-Suit Notice Letters)	The notices demanded that a South Dakota resident mail or deliver \$23,952.93 directly to a law firm located in Culpeper, Virginia.	Contract Section 2 / local notice practice contemplates notice and cure administered through the local transaction; the notices bear the drafting firm's Virginia bar number and address.	The forfeiture notices bear a Virginia attorney's bar number and Culpeper, Virginia address, and directed payment out of state — consistent with an out-of-state firm actively managing pre-suit default and forfeiture on South Dakota soil.

Correction Notes (this revision):

- Row 2 (Fourth Cause of Action / Tort Claims): the prior citation to Virginia Code § 18.2-137 has been removed. That section is a criminal statute concerning intentional destruction of property or war memorials and does not support the point being made. The row now rests on the observable numbering defect alone.
- Row 6 (Demand for a Jury Trial): the prior citation to "Rule 3:25" has been corrected to Rule 3:21, the actual jury demand rule under the Rules of the Supreme Court of Virginia.
- Row 1 (Third Cause of Action / Eviction-FED): the prior citation to Virginia Code § 55.1-3000 (a definitions section) has been removed as mischaracterized; the point is supported instead by SDCL 21-16-4 and *Vor, Inc. v. Estate of O'Farrell*, 2025 S.D. 2, both independently verified.
- *Scope clarified: this chart analyzes Plaintiffs' original Complaint filed July 28, 2025 only (seven rows total, as reflected in the subtitle above). The jury demand in Row 6 also reappears in the Reply to Counterclaim filed June 30, 2026, which is noted in that row as corroborating — but the Reply itself is not separately tabulated here.*