

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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Appeal from the Circuit Court of Richland County, South Carolina

L. Casey Manning, Circuit Court Judge

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Case No. 2011-CP-40-5530  
**Appellate Case No. 2012-211872**

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Coastal Federal Credit Union,.....Respondent,

vs.

Clarence LeAnders Griffin, Jr.,.....Appellant.

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**APPELLANT'S REPLY TO RESPONDENT'S INITIAL BRIEF**

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Clarence LeAnders Griffin, Jr., Pro Se  
394 Legends Oak Drive  
Columbia, South Carolina 29229  
(803) 238-8599

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MAY 31 2013

**SC Court of Appeals**

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STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN FAILING TO DENY THE RESPONDENT'S  
MOTION FOR SUMMARY JUDGMENT?
2. DID THE TRIAL COURT ERR IN ISSUING IT'S ORDER GRANTING SUMMARY  
JUDGMENT AND ORDER OF POSSESSION?

## STATEMENT OF THE CASE

On August 16, 2011, Coastal Federal Credit Union alleging that the Appellant was in default on a Note and demand for payment of which has been made by Respondent and refused by Appellant and a notice of right to cure was given to Appellant. Respondent seeking a judgment against the Appellant in the sum of \$44,417.83 plus interest and other charges accruing after March 11, 2011, and reasonable attorneys' fees in the amount of \$6,995.49 and other legal costs. CFCU further sought immediate possession of a 2008 Chevrolet Tahoe, VIN # 1GNFC130X8J113924.

On October 3, 2011, Appellant filed an Answer and Counterclaim requesting the Honorable Court require Respondent validate the debt Appellant owes pursuant to "Qualified Written Request" dated April 12, 2011 Respondent filed a Motion To Dismiss Counterclaim dated December 10, 2011.

A Motion for Summary Judgment against the Appellant pursuant to the South Carolina Rules of Civil Procedure was served on the Appellant by mailing a copy in a postage-paid envelope to Appellant dated January 6, 2012.

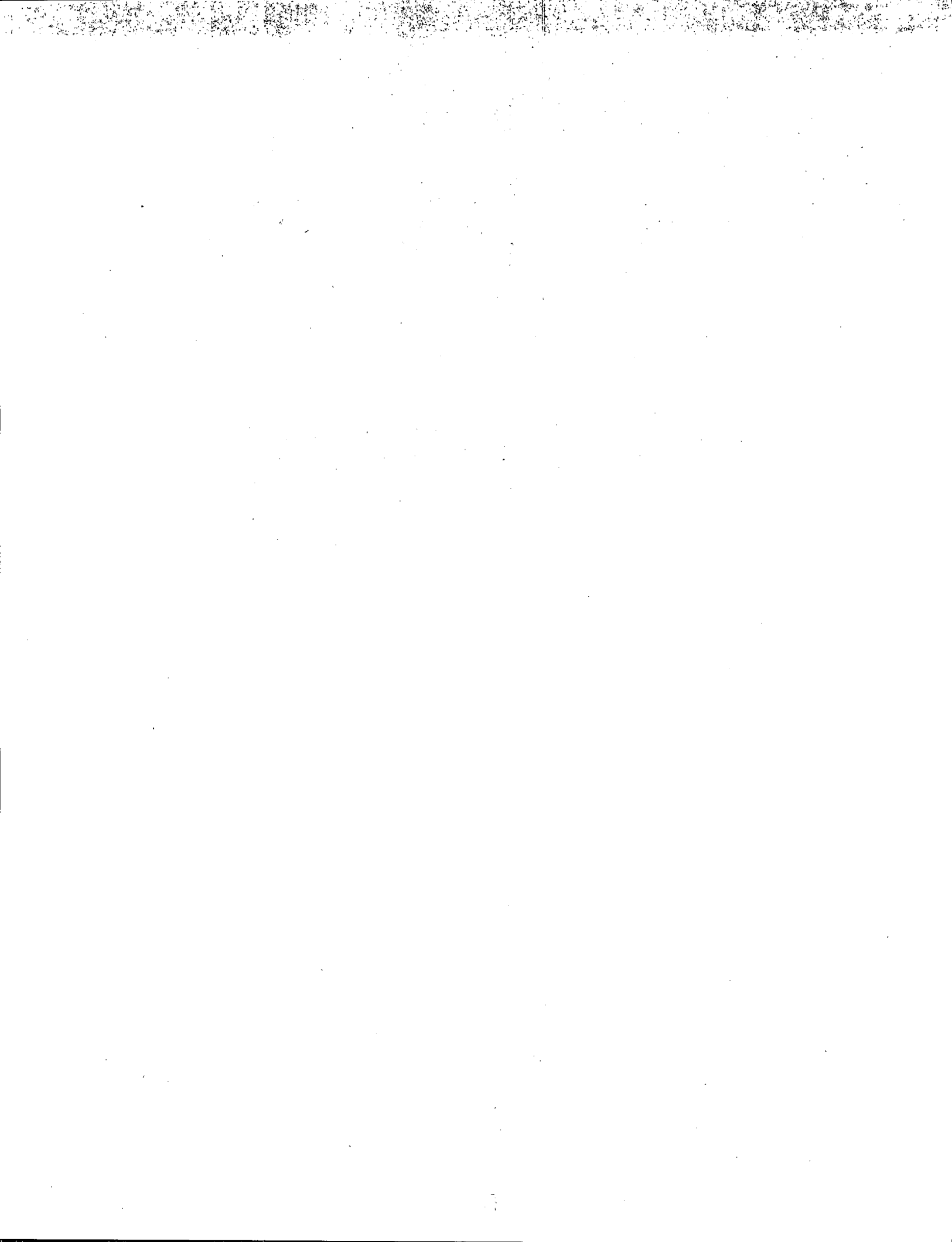
The Appellant filed a Reply to Notice of Motion and Motion for Default Judgment on March 1, 2010. On February 6, 2012, the Appellant filed an Affidavit and Memorandum of Appellant/Appellant Clarence LeAnders Griffin, Jr. stating that Respondent refused to accept a regular payment tendered by Appellant and Respondent's actions were unconscionable and unconstitutional and Respondent's actions frustrated Appellants efforts to pay the debt on the 2008 Chevrolet Tahoe.

A Summary Judgment was granted in favor of the Respondent and against the Appellant in the amount of Forty-Four Thousand Four Hundred Seventeen and 83/100 Dollars, (\$44,417.83) plus interest, Attorney's fees and Court Cost on March 27, 1012. Appellant was further Ordered to vacate the Property, and that Respondent be allowed permanent possession of 2008 Chevrolet Tahoe, VIN # 1GNFC130X8J113924. On April 14, 2012, the Appellant served the Notice of Appeal on the Respondent.

## STATEMENT OF THE FACTS

Respondent alleges in its Complaint. On May 19, 2008, Appellant purchased that certain 2008 Chevrolet Tahoe, VIN #1GNFC130X8J113924, and in order to obtain the necessary purchase money funds for the Vehicle, entered into that certain Retail Installment Sale Contract (the "Contract"), a true copy of which is attached hereto marked Exhibit "A." The Contract was negotiated in Chesterfield County. Respondent alleges further that "The Appellant failed to make payments when due to said Contract, and in accordance with the terms of said Contract Respondent has declared the entire balance on the contract to be presently due and payable."

Appellant submits and hereby states under oath that Respondent Coastal Federal Credit Union refused to accept a regular payment tendered by him and/or attempted to be tendered by Appellant upon claim that the entire balance were required to be paid before payment would be accepted for the account securing the said 2008 Chevrolet Tahoe Vehicle. Appellant submits that the Respondent's acts were unconscionable and unconstitutional, and further that equity will not allow the claim and delivery of the vehicle when efforts to pay Respondent were thwarted by Respondent. It was Respondent's own acts that frustrated Appellant's efforts to pay the debt on the 2008 Chevrolet Tahoe. However, on April 8, 2011, Respondent credited CPI Insurance Refund of Appellant's Account without his consent or knowledge, in which this amount was sufficient to bring Appellant's Account Current. See Exhibit "B"



RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

1742

Dealer Number:

Contract Number:

X283924

EXHIBIT A

Buyer (and Co-Buyer) Name and Address (including County and Zip Code) CLARENCE LEANDERS GRIFFIN JR 2801 MCCARTHA ST CAMDEN KERSHAW SC 29020	Creditor - Seller (Name and Address) GRIFFIN FORD 915 CHESTERFIELD HWY CHERAW, SC 29520
--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number:	Primary Use For Which Purchased
NEW	2008	CHEVROLET TAHOE	1GNFC130X8J113924	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
8.80 %	\$ 18477.56	\$ 53875.00	\$ 72352.56	\$ 72352.56

Your Payment Schedule Will Be:			
Number of Payments	Amount of Payments	When Payments Are Due	
84	\$ 861.34	Monthly beginning	08/18/2008

Or As Follows:

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$6.20. The charge will not exceed \$15.50 if you bought the vehicle primarily for personal, family, or household use. We may charge the maximum and minimum late charge dollar amounts as allowed by S.C. Code Ann. 37-1-109 of the South Carolina Protection Code.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED		\$ 51000.00
1 Cash Price (including \$ 300.00 sales tax)		\$ 51000.00 (1)
2 Total Downpayment:		
Trade-in (Year, Make, Model)	N/A, N/A, N/A	
Gross Trade-In Allowance	\$ N/A	
Less Pay Off Made By Seller	\$ N/A	
Equity Not Trade In	\$ N/A	
+ Cash	\$ N/A	
+ Other	\$ N/A	
(If total downpayment is negative, enter "0" and see 4H below)	\$ N/A	
3 Unpaid Balance of Cash Price (1 minus 2)		\$ 51000.00 (2)
4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies:		
Life	\$ N/A	
Disability	\$ N/A	
B Vendor's Single Interest Insurance Paid to Insurance Company	\$ N/A	
C Other Insurance Paid to the Insurance Company	\$ N/A	
D Official Fees Paid to Government Agencies:		
to	\$ N/A	
to	\$ N/A	
to	\$ N/A	
E Government Taxes Not Included in Cash Price	\$ N/A	
F Government License and/or Registration Fees	\$ 105.00	
G Government Certificate of Title Fees	\$ 20.00	
H Other Charges (Seller must identify who it paid and describe purpose):		
to	\$ N/A	
to AMER FIN for SVC CONTRACT	\$ 1761.00	
to AMER FIN for GAR	\$ 600.00	
to SELLER for PROCESS FEE	\$ 389.00	
to	\$ N/A	
to	\$ N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 2875.00	
5 Amount Financed (3 + 4)		\$ 53875.00 (5)

Insurance. You may buy the physical damage insurance this contract requires (see back from where you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit under the agreements on the front and back of this contract. You may choose to buy or not buy other insurance to be a factor in the credit approval process.

If any insurance is checked below, please see conditions on the reverse insurance contract(s) to describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life:  Buyer  Co-Buyer  Both

Credit Disability (Buyer Only)

Premium: N/A

Credit Life \$: N/A

Credit Disability \$:

Insurance Company Name:

Home Office Address:

CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you choose this insurance, the cost is shown in item 4B of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Insurance

Type of Insurance: term

Premium: \$ N/A

Insurance Company Name:

Home Office Address:

I want the optional credit insurance and other insurance checked above.

Buyer Signature Date:

Co-Buyer Signature Date:

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If this preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.

Returned Check Charge: You agree to pay a charge of \$30 if any check you give us is dishonored.

OPTION:  You pay no finance charge if the amount financed, item 5, is paid in full on or before N/A Year. N/A SELLERS INITIALS

**NO COOLING OFF PERIOD**  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the joint agreement between you and us. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs *Clarence Leanders Griffin Jr* Seller Signs *[Signature]*

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs: *Clarence Leanders Griffin Jr* Date: 08/19/2008  
Co-Buyer Signs: *[Signature]* Date: \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here: \_\_\_\_\_ Date: 08/19/2008  
Seller signs: GRIFFIN FORD Date: 08/19/2008 By: *[Signature]* Title: *[Signature]*

Seller assigns its interest in this contract to COASTAL FEU CREDIT UNION (Assigns) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse GRIFFIN FORD  Assigned without recourse  Assigned with limited recourse

Seller By: *[Signature]* Title: *[Signature]*

**1. FINANCE CHARGE AND PAYMENTS**

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order the law permits.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. You may refinance a balloon payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

**2. YOUR OTHER PROMISES TO US**

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest  
You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. Insurance you must have on the vehicle.  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the actions described below.

- b. You may have to pay all you owe at once. If you break your promises (default) we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
  - You pay any payment more than 10 days late or not at all; or
  - You start a proceeding in bankruptcy or one is started against you or your property, or you break any agreements in this contract, except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits. The maximum attorney's fee you will pay will be 15% of the amount you owe.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without entering into a dwelling used as a current residence. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.
- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Applicable Law  
Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

EXHIBIT B

KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.  
ATTORNEYS AT LAW  
P.O. BOX 19806  
RALEIGH, NORTH CAROLINA 27619  
TELEPHONE 919-848-9640  
FACSIMILE 919-848-8755

April 27, 2011

Clarence LeAnders Griffin, Jr.  
394 Legend Oaks Drive  
Columbia SC 29229

Re: Coastal Federal Credit Union  
Account 349553-1

Dear Mr. Griffin:

This letter is in response to your letter dated April 12, 2011 in which you requested validation of the above-referenced debt. As verification of the debt, we enclose for your reference the following documents:

1. Copy of Credit Application.
2. Copy of Consumer Retail Installment Sale Contract signed on May 19, 2008. We call your attention to page two of the Installment Sale Contract, particularly to those paragraphs which we have highlighted.
3. Copy of Certificate of Title.
3. Copy of our letter dated March 15, 2011.

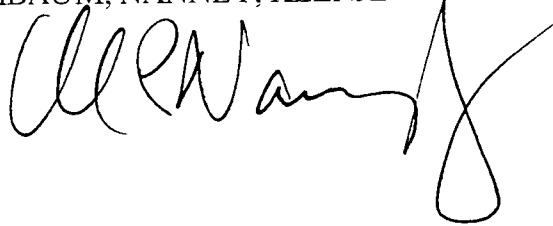
On or about March 17, 2011 a charge in the amount of \$125.00 was added to your account with the Plaintiff as a result of a Remarketing Invoice. Also, on or about April 8, 2011, your account was credited in the amount of \$4,138.00 as a result of a Collateral Protection Insurance refund received by Coastal Federal Credit Union. A copy your account transaction history is enclosed. As a result of the charge and credit to your account after our letter dated March 15, 2011, your account balance is now \$45,715.62. ✓

EXHIBIT B

This law firm is a debt collector within the meaning of the Fair Debt Collection Practices Act. This communication is an attempt to collect a debt, and any information obtained will be used for that purpose.

Sincerely yours,

KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.

A handwritten signature in black ink, appearing to read "A. E. Wang". The signature is written in a cursive style with a large, sweeping flourish at the end.

hsr

Enclosures

## ARGUMENT

That there are genuine issues of material fact to be determined in the trial of this case and Respondent's Motion for Summary Judgment should have been denied.

### **RESPONDENT IS NOT ENTITLED TO POSSESSION OF THE VEHICLE AS RESPONDENT HAS ACTED UNCONSCIONABLE IN IT'S COLLECTION EFFORTS AND HAS REFUSED PAYMENTS TENDERED AND/OR ATTEMPTED TO BE TENDERED BY THE APPELLANT**

As to a Motion for Summary Judgment, Rule 56 of the South Carolina Rules of Civil Procedure, states, "[t]he judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Appellant Clarence LeAnders Griffin submits that there are genuine issues as to material facts and that the moving party is not entitled to judgment as a matter of law." To determine whether any triable issues of fact exist, the reviewing court must consider the evidence and all reasonable inferences in the light most favorable to the non-moving party. *Law v. S.C. Dep't of Corrections*, 368 S.C. 424, 434, 629 S.E. 2d 642, 648 (2006); Summary Judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Bonnett v. Investors Title Ins. Co.* 370 S.C. 578, 588, 635 S.E.2d 649, 654 (Ct. App. 2006). Even when there is no dispute as to evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Nelson v. Charleston County Parks & Recreation Comm'n* 362 S.C. 1, 5, 605 S.E.2d 744, 746 (Ct.App.2004)

Appellant hereby respectfully prays to this Court that Respondent's Motion for Summary Judgment should not have been granted.

## CONCLUSION

1. Because there were genuine issues as to material facts that the Lower Court erred in granting a Summary Judgment. The Order Granting Judgment in favor of the Respondent was issued in err and should be set aside and vacated.
2. Because the Respondent rendered forthwith pleadings, affidavits, etc. that clearly show genuine issues as to material fact and the Respondent, moving party, was not entitled to a judgment as a matter of law.
3. For the foregoing reasons stated, this Court should reverse the Judgment of the Circuit Court. The Trial Court's granting Summary Judgment was an abuse of discretion and the Trial Court's Ruling should be set aside.

Respectfully submitted,

*s/ Clarence LeAnder Griffin, Jr.*  
Clarence LeAnder Griffin, Jr., Pro Se Appellant  
394 Legend Oaks Drive  
Columbia, South Carolina 29229  
(803) 238-8599

May 31<sup>st</sup> 2013  
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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L. Casey Manning, Circuit Court Judge

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Coastal Federal Credit Union,.....Respondent,

vs.

Clarence LeAnders Griffin, Jr.,.....Appellant.

---

**CERTIFICATE OF COMPLIANCE**

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The undersigned Appellant certifies that his Reply to Respondent's Initial  
Brief complies with Rule 240, SCACR.

s/ Clarence LeAnders Griffin, Jr.  
Clarence LeAnder Griffin, Jr., Pro Se Appellant  
394 Legend Oaks Drive  
Columbia, South Carolina 29229  
(803) 238-8599

May 31<sup>st</sup>, 2013  
Columbia, South Carolina

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v.

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**PROOF OF SERVICE**

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I, Clarence LeAnders Griffin, Jr. served upon the Respondent, Appellant's Reply to Respondent's Initial Brief by placing the same in the United States Mail, First Class Postage prepaid, addressed to the following as shown below this 31<sup>st</sup> day of May, 2013.

David P. Nanney, Jr., Esquire  
KIRSHBAUM, NANNY, KEENAN & GRIFFIN, P.A.  
Post Office Box 19805  
Raleigh, North Carolina 27619-9766

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Clarence LeAnders Griffin, Jr., Pro Se, Appellant  
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