THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM PICKENS COUNTY
Court of Common Pleas

R. Murray Hughes
Special Referee

Appellate Case No. 2013-001021

JP Morgan Chase Bank, National Association.....Respondent,

v.

Vanessa Y. Bradley.....Petitioner.

REPLY OF PETITIONER VANESSA Y. BRADLEY TO THE RETURN OF RESPONDENT TO PETITION FOR A WRIT OF CERTIORARI

Susan Ingles
South Carolina Legal Services
701 South Main Street
Greenville, SC 29601
864-679-3244
Attorney for Petitioner

Other Counsel of Record:
James Y. Becker
Sarah Patrick Spruill
Mary McFarland Caskey
P.O. Box 11889
Columbia, SC 29211-1889
803-540-7870
Attorneys for Respondent

TABLE OF AUTHORITIES

Page

Cases

Constitutions and Court Rules

Administrative Orders

Petitions and Briefs

Secondary Sources

INTRODUCTION

Desirous that this Court disregard the issue in its entirety, the Respondent alleges without substance or merit in its Return that Bradley failed to preserve the issue of the requisite standard of compliance with Administrative Orders. Respondent offers no argument or authority at all for the proposition that Administrative Orders of the Chief Justice require merely "compliance in spirit".

In furtherance of its efforts to cloud the issues or avoid them altogether, the Respondent mischaracterizes Bradley's argument. Rather than recognize the argument that Bank's misconduct warrants setting aside the foreclosure sale as distinct from the separate argument related to the Bank's misrepresentation or fraud, the Return treats them as coextensive. Rule 60(b)(3) allows a court to relieve a party from a proceeding for "fraud, misrepresentation, *or other misconduct* of an adverse party[.]" The language of the Rule does not prevent a party from arguing these grounds in the alternative, nor does it equate fraud, misrepresentation, and misconduct.

Although unpublished and memorandum opinions are of no precedential value, a number of recent unpublished opinions suggesting that Administrative Orders are satisfied by lenders' mere compliance in spirit gives way to a de facto jurisprudence in favor of lenders' non-compliance with the Order. This increase in opinions addressing the Administrative Orders clearly raises "serious and important issues" which deserve review by this Court. Because no other state appellate court has specifically addressed the required level of compliance with an Administrative Order, this Petition raises not only a novel question of law, but serious and important issues which deserve this Court's attention.

I. BRADLEY ARGUED THAT THE ADMINSTRATIVE ORDER REQUIRES STRICT COMPLIANCE IN BOTH THE PETITION FOR REHEARING AND THIS PETITION, SUCCESSFULLY PRESERVING THE ISSUE FOR APPEAL.

Although the Respondent's Return alleges that "Bradley failed to preserve any argument relating to the Court of Appeals' ruling that Chase complied with the spirit of the Administrative Order because she failed to raise that argument in her petition for rehearing or in this Petition[,]" Bradley did in fact specifically raise the issue in each of the aforementioned documents. Issue preservation rules should be applied consistently, rather than selectively, in adherence to well settled principles that serve an important function. *See Atl. Coast Builders & Contrs., LLC v. Lewis*, 398 S.C. 323, 329-30, 730 S.E.2d 282, 285 (2012). Where the question of preservation is subject to multiple interpretations, any doubt should be ruled in favor of preservation. *Id.,* 398 S.C. at 333, 730 S.E.2d at 287 (Toal, J., dissenting in part); *accord Id.*, 398 S.C. at 330, 730 S.E.2d at 285. To successfully preserve an issue for appeal, it must be (1) raised to and ruled on by the lower court, (2) raised by the appellant, (3) raised in a timely manner, and (4) raised with sufficient specificity. *Bazzle v. Green Tree Fin. Corp.*, 351 S.C. 244, 569 S.E.2d 349 (2002) (citing *I'On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 526 S.E.2d 716 (2000); *Wilder Corp. v. Wilke*, 330 S.C. 71, 497 S.E.2d 731 (1998); Toal, Vafai, & Muckenfuss, *Appellate Practice in South Carolina* at 66 (S.C. Bar 1999)).

a. Bradley Sufficiently Addressed the Court of Appeals' Error in the Petition for Rehearing

The purpose of a petition for rehearing is to aid a court in correctly deciding a case it has already heard. *See Arnold v. Carolina Power & Light Co.*, 168 S.C. 163, 173, 167 S.E. 234, 238 (1933). An appellant in a petition for rehearing must "state with particularity the points supposed to have been overlooked or misapprehended by the court." Rule 221(a), SCACR. This Court has concluded an issue is preserved for appeal in a petition for rehearing if it is "sufficiently clear to

bring into focus the precise nature of the alleged error so that it can be reasonably understood by the judge." *Herron v. Century BMW*, 395 S.C. 461, 466, 719 S.E.2d 640, 643 (2012) (citing *Wilder Corp.*, 330 S.C. at 77, 497 S.E.2d at 734 (1998)). Furthermore, an issue may be sufficiently raised in a statement of issues on appeal in conjunction with the argument itself. *See Eubank v. Eubank*, 347 S.C. 367, 373 n.2, 555 S.E.2d 413, 416 n.2 (Ct. App. 2001).

Bradley's Petition for Rehearing includes in its statements of arguments "The Decision Herein Overlooks the Disparity of the Parties' Positions and the Effect of Rewarding the Misconduct of Chase in Failing to Follow HAMP and the Administrative Order." That argument goes on to assert that:

> When viewed from the perspective of adherence to HAMP rules and regulations as well as to the substance and procedure of the Administrative Order, the Court overlooked the positions and resources of the parties as a factor when it required strict adherence by the self represented appellant and not by Chase.

(Petition for Rehearing p.3). In fact, the second sentence of the Petition itself states:

> The basis of the request is misapprehension of the requirement of strict adherence to and full compliance with the Administrative Orders of the Chief Justice of the South Carolina Supreme Court should be strictly enforced. The Court found that Chase captured the spirit of the 2009 Administrative Order. However, that threshold is insufficient where, as here, the Administrative Order addresses a broad problem affecting the state (and nation), is intended to be comprehensive, and outlines rights and duties for both sides in residential foreclosure litigation.

(Petition for Rehearing, p.1). The Petition argues specifically that the Court of Appeals was in error by consenting to Respondent's "compliance in spirit" in no less than three more separate instances (at pages 7-10).

Further, the cases which the Respondent cites for the proposition that an issue absent from the Petition for Rehearing is abandoned each involve petitions which altogether omitted the unpreserved issues. *Compare Mazloom v. Mazloom*, 392 S.C. 403, 709 S.E.2d 661 (2011) *with* Appellant's Petition for Rehearing, *Mazloom v. Mazloom,* 392 S.C. 403 (2011) (No. 2004-CP-

400-3554, *and Camp v. Springs Mortg. Corp.*, 310 S.C. 514, 426 S.E.2d 304 (1993), *with* Petition for Rehearing, *Camp v. Springs Mortg. Co.* Unpublished Opinion No. 91-UP-113 (Ct. App. 1991).Neither of those petitions mentioned the issues deemed abandoned by the Supreme Court in each case, and are wholly distinct from Bradley's petition, which specifically mentions the Court of Appeals' error. Those arguments clearly should have raised the issue to the court's attention, and cannot possibly be considered "abandoned" on appeal.

b. Bradley Sufficiently Raised the Court of Appeals' Error in This Petition.

A petition for writ of certiorari must include "the questions presented for review" though "without unnecessary detail." Rule 242(d)(2), SCACR. "A question presented will be deemed to include every subsidiary question fairly comprised therein." *Id.* Although the Respondent alleges that Bradley did not raise the Court of Appeals' error in "this Petition[,]" the first Question Presented reads "Does an Administrative order of the South Carolina Supreme Court require 'strict compliance' or compliance 'in spirit'?". The Petition's first argument asserts that "The Court of Appeals held that compliance with an administrative order 'in spirit was legally sufficient. Petitioner disagrees." (Petition for Writ of Certiorari, p. 3). The following two pages of the Petition argue the same issue with such specificity that they do not warrant reprinting here. As a result, Bradley successfully raised the Court of Appeals' prescription of "compliance in spirit" for review, and this Court should weigh those arguments in considering whether the Court of Appeals' conclusion was in error.

Tellingly, though the Respondent alleges without substance or merit that Bradley failed to preserve the issue of Administrative Orders' requisite standard of compliance, they offer no argument or authority at all for the proposition that Administrative Orders of the Chief Justice require merely "compliance in spirit," hoping only that this Court will disregard the issue in its

entirety. This only serves to illustrate the Respondent's presumption that the courts of this state will acquiesce in their continued noncompliance with established rules and duties.

II. Administrative Orders of the Chief Justice Require Strict Compliance, not Compliance in Spirit as the Court of Appeals Concluded in Error.

In its opinion, the Court of Appeals concluded that "[a]lthough Bank violated HAMP by holding the foreclosure sale while Bradley's reapplication for loan modification was pending, we find Bank's overall action's captured the spirit of HAMP...." *J.P. Morgan Chase Bank, N.A. v. Vanessa Y. Bradley* at 1 (Ct. App. 2013). This led the court to find "that Bank's failure to fully comply with the procedures set forth in the Administrative Order did not warrant setting aside the foreclosure sale." *Id.* (citation omitted).

However, Administrative Orders of the Chief Justice require strict compliance. The South Carolina Constitution empowers the Chief Justice as the administrative head of the judicial system, and provides that the Court "shall make rules governing the administration of all the courts of the State..." and "make rules governing the practice and procedure in all such courts." S.C. Const. Art. V § 4. As the administrative head of the judicial system, the Chief Justice has the authority to issue administrative orders controlling the courts of the State. *McCormick Cnty. Council v. Butler*, 361 S.C. 92, 94, 603 S.E.2d 586, 587 (2004).

a. The Supreme Court Requires "Strict Compliance" with Administrative Orders of the Chief Justice, and the Court of Appeals was in Error to Conclude Otherwise.

The Supreme Court noted in the case *In re Beckham* that a Magistrate's practice of telephoning the detention center and holding bond hearings only when necessary violated the Chief Justice's Administrative Order requiring bond hearings be scheduled twice daily at minimum. 365 S.C. 637, 645, 620 S.E.2d 69,72 (2005) (per curiam). The Court concluded that procedures not in "strict compliance" with an order constituted a violation, and that "failure to

follow a court order constitutes judicial misconduct." *Id.*; *see also In re Davis*, 373 S.C. 387, 390, 645 S.E.2d 243, 245 (2007) (per curiam) (conducting late-night bond hearing without designation as magistrate on call, ascertaining whether other inmates awaited hearings, or permission to conduct the hearing violated order); *In re Cantrell*, 371 S.C. 153, 158, 638 S.E.2d 51, 54 (2006) (per curiam); *In re Hensley*, 367 S.C. 619, 627 S.E.2d 716 (2006) (per curiam); *In re Walsh*, 356 S.C. 97, 106, 587 S.E.2d 356, 361 (2003) (per curiam). While *In re Gosnell* indicated that violation per se of an Administrative Order did not warrant public reprimand of a magistrate, the Court in that case nevertheless prescribed strict adherence to the Order's provisions and requirements. 366 S.C. 278, 283, 621 S.E.2d 659, 661 (2005) (per curiam).

b. Full Compliance With the Administrative Order was a Term of the Foreclosure Order.

Provisions of a foreclosure decree must be strictly complied with in order for the sale to be valid. 27 S.C. Jur. § 127 (2013). This Court held as much in *Ex Parte Floyd*, 145 S.C. 364, 376, 142 S.E. 805, 809 (1928), concluding that "[u]ndoubtedly, the Master was bound by [the terms of the decree], and could make the sale upon no other terms." While the Court allowed the mortgagee-creditors in *Floyd* to waive the decree's requirement of cash deposit the day of the sale, it did so because the operative "provision in the decree [was] made for their especial benefit." *Id.* at 377. The provision in Bradley's case, however, was full compliance with the Administrative Order, which could not have been waived by the Respondents in the same manner because the Administrative Order was not conceived solely for their benefit, and charged them with a duty they neglected.

The order in this case, the Second Supplemental Order Post Judgment of August 16, 2010, provides:

> Pursuant to an Administrative Order of the South Carolina Supreme Court dated May 22, 2009, the Plaintiff has set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to to the terms of the Home Affordable Modification Program (HMP), and therefore Plaintiff has fully complied with said Order, and the foreclosure may proceed.

Second Supplemental Order Post Judgment, *Bradley*, Unpublished Op. No. 2013-UP-292 (No. 08-CP-39-2120). Although, as the Court of Appeals found, the Plaintiff-Respondent did not fully comply with the Administrative Order, the foreclosure sale was executed by the Special Referee. Therefore, because the sale occurred outside of the terms of the Order, the Special Referee should have granted the Petitioner's motion to set aside the sale under Rule 60(b)(3) for misrepresentation or misconduct of Chase in pursuing the sale in contravention of HAMP guidelines, the Administrative Order, and the terms of the foreclosure decree itself.

III. The Special Referee Committed an Error of Law in Declining to Set Aside the Foreclosure Sale.

An Appellate Court may set aside a trial court's order where there was a clear abuse of discretion. *Fassatt v. Evans*, 364 S.C. 42, 49-50, 610 S.E.2d 841, 845 (Ct. App. 2005); *see also Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008). "An abuse of discretion occurs when the judge issuing the order was controlled by some error of law....' *Sundown Operating Co. v. Intedge Indus.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009) (citing *In re Estate of Weeks*, 329 S.C. 251, 259, 495 S.E.2d 454, 459 (Ct. App. 1997)). Under South Carolina law, foreclosure sales require judicial order, and are invalid without a proper court order. *See LaSalle Bank Nat'l. Ass'n. v. Davidson*, 386 S.C. 276, 281, 688 S.E.2d 121, 123 (2009). The Administrative Order requires that where "the process to determine if a modification will be made under the HMP has not been completed" the foreclosure sale "*shall be stayed* until the HMP process is completed." *In re Mortgage Foreclosures and the Home*

Affordable Modification Program (HMP), 2009-05-22-01 at *2 (May 22, 2009). As the Court of Appeals found, a violation of required HAMP procedures, and thus the Administrative Order, did occur. *Bradley* at 1.

a. The Special Referee was Controlled by an Error of Law When Concluding the Judicial Sale Violating the Administrative Order did not Constitute Misconduct Requiring the Sale be Set Aside.

Initially, the Respondent mischaracterizes Bradley's argument that the Bank's misconduct warrants setting aside the foreclosure sale. Rather than recognize the argument as distinct from the separate argument related to the Bank's misrepresentation or fraud, the Return treats them as coextensive. Rule 60(b)(3) allows a court to relieve a party from a proceeding for "fraud, misrepresentation, *or other misconduct* of an adverse party[.]" Rule 60(b)(3) SCRCP. The Rule's language does not prevent a party from arguing these grounds in the alternative, nor does it equate fraud, misrepresentation, and misconduct. Bradley argues that the Respondent's misconduct in carrying out the foreclosure sale in violation of the Administrative Order and HAMP warrants setting aside the sale, as opposed to their fraudulent and otherwise substantial misrepresentations to Bradley and the Special Referee, discussed below, which separately warrant setting aside the sale.

Despite the Respondent's violation of the Administrative Order, the Special Referee concluded that the sale did not constitute misconduct. However, as discussed above, this conclusion misapprehended the compliance required by the Chief Justice's Administrative Order, and contradicted the terms of the Order by refusing to set aside the sale. Despite the Respondent's assertions, this conclusion was legally incorrect, and therefore constitutes an "abuse of discretion" which the Court of Appeals should have reversed. As this Court has stated, "[l]enders cannot ignore the established laws of this state and yet expect this Court to overlook

their unlawful disregard. *Matrix Fin. Servs. v. Frazer,* 394 S.C. 134, 140, 714 S.E.2d 532, 535 (2011). Therefore, this Court should grant Bradley's motion to set aside the sale for misconduct of an adverse party.

b. The Special Referee was controlled by an error of law when concluding that the judicial sale violating the Administrative Order was not a result of misrepresentations which warrant setting aside the sale.

The Administrative Order reads in pertinent part that "where an order of foreclosure was issued on or before May 4, 2009, nothing in this order shall be construed as preventing the judge from directing the advertising of the property for sale *so long as any issue regarding the HMP is resolved before the sale occurs*." However, the Respondent submitted Bradley's property to the Special Referee for sale in violation of the Administrative Order. As discussed *supra* pp. 5-6, that representation brazenly contradicted the terms of the Second Supplemental Order, which allowed the foreclosure sale to proceed because the Respondent "fully complied" with HAMP. In concluding that those misrepresentations did not warrant setting aside the sale, the Special Referee was controlled by an error of law, which the Court of Appeals repeated by concluding that the Respondent "complied with the spirit of HAMP[.]" *Bradley* at 1.

c. The Respondent's Misrepresentations in the August 19th letter Could Not Concern Future Events.

The Respondent asserts that their statements "in the August 19th letter contains a statement about a future event..." it was "not a valid basis to set aside the foreclosure sale." This assertion is predicated *only* on the letter's statement that "no foreclosure sale will be conducted and you will not lose your home during this thirty (30) day period." (App. at 386). This view discounts completely the preceding line which states: "you have thirty (30) days from the date of this letter to contract Chase to discuss the reason for non-approval under the Home Affordable

Modification Program to discuss alternative loss mitigation options that may be available to you."

A characterization of the full paragraph as statements "about a future event" disingenuously ignores the effect of notifying Bradley of her rights under the HMP and Administrative Order. A representation that Bradley *had* thirty days available to discuss her options no doubt "must relate to a present or pre-existing fact" and would be completely without substance if it did not represent that the sale could not legally occur.

d. The Respondent's Misrepresentations Constitute Extrinsic Fraud.

While the Respondent asserts their misrepresentations do not amount to extrinsic fraud, their argument mischaracterizes the effect of those misrepresentations on Bradley and the execution of the sale. "Extrinsic fraud is fraud that induces a person not to present a case *or deprives a person of the opportunity to be heard.*" *Chewning v. Ford Motor Co.*, 354 S.C. 72, 81, 579 S.E.2d 605, 610 (2003). The Respondent first attempts to shift the focus of the Court to the unrepresented Bradley's default, rather than their own failure to comply with the Administrative Order, and claims Bradley "did not litigate the issues in the case... not as a result of any actions by Chase." This wholly ignores the fact that Bradley's 60(b)(3) motion *at issue in this case* sought to *set aside the foreclosure sale*, rather than the order of foreclosure as they suggest.

By falsely representing in the August 19th letter that the sale could not legally occur, and that Bradley had thirty days available to discuss other options, the Respondent nevertheless executed the sale in violation of the Administrative Order and HAMP. These misrepresentations induced Bradley not to be heard prior to the foreclosure sale, and deprived her of any opportunity to seek recourse for the violation through courts governed by the order, through HAMP regulatory processes, or otherwise. Therefore, the Respondent's misrepresentations constitute

extrinsic fraud, rather than intrinsic fraud, as suggested in the Respondent's Return. The Special Referee misconstrued this effect on Bradley's opportunity to be heard, as did the Court of Appeals, though concluding that the sale violated the Administrative Order. As a result, those conclusions were controlled by an error of law, and this Court should reverse the denial of the motion to set aside the sale for misrepresentation or fraud.

IV. THE PETITION PRESENTS SPECIAL AND IMPORTANT ISSUES WHICH WARRANT A GRANT OF CERTIORARI

Initially, the Respondent misconstrues the correct standard for a Grant of Certiorari by the Supreme Court under Rule 242, SCACR. Namely, Respondent claims that because Bradley fails to implicate "the considerations listed in Rule 242(b), SCACR[...] her Petition must be denied." Return of Respondent, p. 12. However, even assuming that Bradley had not implicated an enumerated consideration, the Rule's own language provides that the 242(b) considerations are not dispositive of whether Certiorari is warranted and merely "indicate the character of reasons which will be considered[.]"

a. The Issue of Parties' Compliance with an Administrative Order of the Chief Justice Raises a Novel Question of Law.

While this Court has held in several per curiam opinions, as discussed above, that Administrative Orders of the Chief Justice require "strict compliance" of judicial officials, the Court has not addressed the requisite level of compliance for *parties* to a foreclosure action. When compliance with the terms of an Order is not required, the Order can have no real effect. Because this issue has never been directly addressed by the Court, the Court of Appeals' conclusion that compliance in spirit is satisfactory undercuts any actual requirement of compliance by this or any subsequent order.

b. The Proliferation of Unpublished Opinions Addressing the Issue of the Administrative Order's Compliance Raises Special and Important Issues

No South Carolina appellate court has addressed the Chief Justice's Administrative Order in a published opinion. While the Petition for Rehearing expresses concern for the effect of determining Administrative Order compliance in an Unpublished Opinion (Petition for Rehearing, pp. 7-8), two subsequent cases addressing the issue have been decided in unpublished opinions. *See Bank of NC v. Breunig*, Memorandum Opinion No. 2013-MO-011 (S.C. Apr. 10, 2013); *JP Morgan Chase Bank, NA v. Brian Adrian Tucker & Jessica C. Tucker*, Unpublished Op. No. 2013-UP-292 (Ct. App. June 26, 2013). Notably, in *Breunig* Judge Few concluded in an Order denying the Appellant's Petition for Supersedeas that "[a]lthough we find the Administrative Order is applicable because [the] action was pending on May 9, 2011, Appellant's rights under the Administrative Order were honored in substance...." Final Brief of Respondent at 7, *Bank of NC v. Breunig*, Memorandum Opinion No. 2013-MO-011 (S.C. 2013) (No. 2009-CP-26-12374).

Although unpublished and memorandum opinions are of no precedential value, *see Lanham v. Blue Cross & Blue Shield of SC, Inc.*, 388 S.C. 343, 349, 526 S.E.2d 253, 256 (Ct. App. 2000); Rule 220(a) SCACR, the proliferation of unpublished opinions suggesting that Administrative Orders are satisfied by lenders' mere compliance in spirit gives way to a de facto jurisprudence in favor of lenders not in compliance with the Order. This non-committal series of opinions addressing the issue clearly raises "serious and important issues" which deserve review by this Court.

c. The Petition Raises Serious and Important National Issues.

The Chief Justice's Administrative Order was among the first of its kind to address "breakdown in the efforts of parties to foreclosure actions to reach a resolution of defaults in

payment of mortgage loans." *Re: Mortgage Foreclosure Actions,* Administrative Order 2011-05-02-01. Other states have issued similar Administrative Orders addressing the problems of loss mitigation and certification in foreclosure actions. *See In the Matter of Residential Mortgage Foreclosure Pleading and Document Irregularities*, AO 01-2010 (N.J. Oct. 20, 2010) *available at* http://www.judiciary.state.nj.us/notices/2010/n101220b.pdf.; New York AO 548/10 (Oct. 20, 2010); *In re Final Report and Recommendations on Residential Mortgage Foreclosure Cases*, No. AOSC09-54 (Dec. 28, 2009).

None of those states' courts of last resort have rendered an opinion on such an administrative order. While the lower New York appellate courts have addressed the Chief Administrative Judge's Administrative Order, none have indicated the requisite level of compliance, nor have they concluded that substantial or spirit compliance is satisfactory. *See Flagstar Bank v. Bellafiore,* 94 A.D.3d 1044, 943 N.Y.S.2d 551 (App. Div. 2d Dep't 2012); *US Bank, NA v. Boyce,* 93 A.D.3d 782, 940 N.Y.S.2d 656 (App. Div. 2d Dep't 2012); *LaSalle Bank, NA v. Pace,* 100 A.D.3d 970, 955 N.Y.S.2d 161 (App. Div. 2d Dep't 2012); *Bank of America v. Bah*, 95 A.D. 3d 1150, 945 N.Y.S.2d 704 (App. Div. 2d Dep't 2012) (holding that failure to file a required affirmation does not warrant *sua sponte* dismissal where the plaintiff has filed a timely motion for enlargement of time to file); *Wells Fargo Bank, N.A. v. Hudson*, 98 A.D.3d 576, 578, 949 N.Y.S.2d 703 (App. Div. 2d Dep't 2012) (affirming denial of motion for judgment of foreclosure where an affirmation was not filed after a motion for a proposed order). The only New Jersey appellate court to address that state's administrative order held in a per curiam opinion that "on remand, to the extent the [administrative order] is applicable to plaintiff, plaintiff shall comply with its terms." *Deutsche Bank Nat'l Trust Co. v. Wilson*, 2011 N.J. Super. Unpub. LEXIS 122 (Sup. Ct. App. Div. 2010) (unpublished opinion).

Because no other state appellate court has specifically addressed the parties' required level of compliance with an Administrative Order, this Petition raises not only a novel question of law, but serious and important issues which deserve this Court's attention.

CONCLUSION

The Respondent's misconduct in carrying out the foreclosure sale in violation of the Administrative Order and HAMP warrants setting aside the sale, as do the Respondent's fraudulent and otherwise substantial misrepresentations to Bradley and the Special Referee which separately warrant setting aside the sale. Because this Petition raises not only a novel question of law, but serious and important issues which deserve this Court's attention, the Petition should be granted.

Susan Ingles S.C. Bar No. 4577
South Carolina Legal Services
701 South Main Street
Greenville, SC 29601
864-679-3244
Attorney for Petitioner

July 12, 2013

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM PICKENS COUNTY
Court of Common Pleas

R. Murray Hughes
Special Referee

Appellate Case No. 2013-001021

JP Morgan Chase Bank, National Bank
Respondents,

v.

Vanessa Y. Bradley
Petitioner.

PROOF OF SERVICE

I certify that I have served the REPLY TO RETURN OF RESPONDENT TO PETITION FOR WRIT OF CERTIORARI on JP Morgan Chase National Bank by depositing a copy of it in the United States Mail postage prepaid on July 12, 2013 addressed to its attorney of record at the following address:

James Y. Becker
Sarah P. Spruill
Mary M. Caskey
P.O. Box 11889
Columbia, SC 29211-1889

July 12, 2013

Susan Ingles

Susan Ingles
701 South Main Street
Greenville, SC 29601
864-679-3244
Attorney for Petitioner
Vanessa Y. Bradley