

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

RECEIVED

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas  
R. Markley Dennis, Jr., Circuit Judge  
Appellate Case Tracking No. 2013-000563  
Trial Court Case No. 2010-CP-10-5199

NOV 22 2013

SC Court of Appeals

170469

FAMILY SERVICES, A SOUTH CAROLINA ELEEMOSYNARY ORGANIZATION, IN ITS  
CAPACITY AS CONSERVATOR FOR ALBERT JORDAN, *Respondent*,

v.

QUICKEN LOANS, INC., A MICHIGAN CORPORATION; CHASE HOME FINANCE, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY; AND GWENDOLYN M. JORDAN, *Defendants*.

Of Whom QUICKEN LOANS, INC. AND CHASE HOME FINANCE, LLC, *are the Appellants*.

And

CHASE HOME FINANCE, LLC, *is Counterclaimant, Cross-Claimant, and Third-Party  
Plaintiff*,

v.

GWENDOLYN M. JORDAN, *Cross-Claim Defendant*.

and ALBERT JORDAN, INDIVIDUALLY, ANTONIO JORDAN, JOHN DOE, AND HOUSEHOLD  
FINANCE CORPORATION II, *Third-Party Defendants*.

CONSENT MOTION FOR DISMISSAL OF APPEAL

Pursuant to Rule 260(b) of the South Carolina Appellate Court Rules, Appellants Quicken  
Loans, Inc. and Chase Home Finance, LLC and Respondent Family Services, a South Carolina  
Eleemosynary Organization, as Conservator for Albert Jordan, hereby request and move this Court to  
dismiss this appeal with prejudice on the grounds that the parties have reached a settlement of the

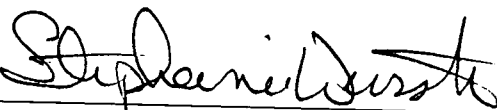
claims at issue in this appeal. A true and correct copy of the Settlement Agreement executed by the parties is attached hereto as "Exhibit A" and is incorporated herein by reference.

Pursuant to Paragraph 4 of the attached Settlement Agreement, the parties agree to seek the withdrawal or dismissal of this appeal. Accordingly, the Appellants and Respondent hereby move for and request the dismissal of this appeal with prejudice.

No costs or fees are to be taxed against any party.

Respectfully submitted,

BALLARD, WATSON & WEISSENSTEIN

By: 

Desa Ballard, Esquire

Stephanie Weissenstein, Esquire

Harvey M. Watson, III, Esquire

P.O. Box 6338

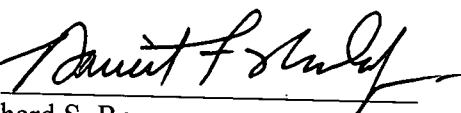
West Columbia, SC 29171

(803) 796-9299

ATTORNEYS FOR APPELLANTS

11/14/13  
Date

ROSEN, ROSEN & HAGOOD, LLC

By: 

Richard S. Rosen

Daniel F. Blanchard, III

James A. Bruorton, IV

151 Meeting Street, Suite 400

Charleston, SC 29401

(843) 577-6726

ATTORNEYS FOR RESPONDENT

November 18, 2013  
Date

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
2010- CP-10-5199

Family Services, a South Carolina )  
eleemosynary organization, in its )  
capacity as Conservator for Albert )  
Jordan, )

Plaintiff, )

vs. )

Quicken Loans, Inc., a Michigan )  
Corporation; Chase Home Finance, )  
LLC, a Delaware Limited Liability )  
Company; and Gwendolyn M. )  
Jordan, )

SETTLEMENT AGREEMENT

Chase Home Finance, LLC, is )  
 )  
Counterclaimant, )  
Cross-claimant, and )  
Third-party Plaintiff, )

vs. )

Gwendolyn M. Jordan, )  
 )  
Cross-claim Defendant, )

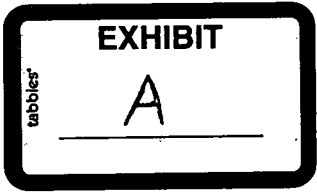
and )

Albert Jordan individually, Antonio )  
Jordan, John Doe, and Household )  
Finance Corporation II, )

Third party Defendants. )

RECEIVED  
NOV 22 2013  
SC Court of Appeals

Plaintiff Family Services, as conservator for Albert Jordan ("Family Services"), and Defendants Quicken Loans, Inc.; Chase Home Finance, LLC; and Gwendolyn M. Jordan (each party is sometimes referred to individually as a "Party," and collectively, as the "Parties"), individually and by and through their undersigned attorneys, agree to a settlement of certain



A handwritten signature in black ink, appearing to be a stylized name or set of initials.

claims, counterclaims, cross-claims, third-party claims, and disputes among or between the Parties in the above-captioned case as follows:

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, as well as for other good and valuable consideration, the receipt, sufficiency and payment of which is hereby acknowledged, the Parties agree as follows:

1. The Order of The Honorable R. Markley Dennis, Jr., entered in this action on September 5, 2012, involving Plaintiff Family Services' summary judgment motion, as subsequently modified or altered by Judge Dennis' Order entered on January 29, 2013, shall remain in force and effect, shall become permanent, and shall continue to be binding upon these Parties.

2. The Parties stipulate and agree that the Promissory Note for the face amount of \$178,000.00 dated September 25, 2008 ("Note"), and the related Mortgage dated September 25, 2008 ("Mortgage"), which was recorded in the Charleston County Register Mesne Conveyance Office on November 4, 2008 at Book 0018, Page 737, involving property known as 5 Charlyn Drive, Charleston, South Carolina 29407, are null, void, and unenforceable.

3. Defendants Quicken Loans, Inc. and Chase Home Finance, LLC stipulate and agree they are permanently enjoined and restrained from enforcing any obligations or requirements of the Note, Mortgage, or related loan documents.

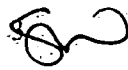
4. Defendants Quicken Loans, Inc. and Chase Home Finance, LLC will withdraw and dismiss with prejudice their appeal in this action currently pending in the South Carolina Court of Appeals, Appellate Case No. 2013-000563.

5. The Parties shall file a Stipulation of Dismissal With Prejudice in the Circuit Court under which Plaintiff Family Services shall dismiss with prejudice its Second Amended

Complaint and all claims asserted therein; Defendants Quicken Loans, Inc., Chase Home Finance, LLC, and Gwendolyn M. Jordan shall dismiss with prejudice their counterclaims against Family Services; Defendants Quicken Loans, Inc. and Chase Home Finance, LLC shall dismiss with prejudice their cross-claims against Defendant Gwendolyn M. Jordan for foreclosure of the Note, Mortgage, or related loan documents and any cross-claims or potential claims touching upon or concerning the real property at 5 Charlyn Drive; and Defendants Quicken Loans, Inc., Chase Home Finance, LLC, and Gwendolyn M. Jordan shall dismiss with prejudice any claims, counterclaims, or third-party claims against Albert Jordan, individually.

6. The Parties stipulate and agree that the property at 5 Charlyn Drive shall not be subject to any judgment, deficiency judgment, judgment lien, foreclosure, deed-in-lieu, mortgage, lien, equitable mortgage, equitable lien, execution, seizure, levy, or sale based on any causes of action arising out of or related to the Note, Mortgage, loan transaction, or events referenced in the Parties' pleadings in this action; shall be exempt from any judgment lien or judgment or debt collection efforts in this action; shall not be transferred, conveyed, mortgaged, encumbered, or offered as collateral or security to pay, settle, extinguish, or satisfy any debt or obligation asserted in this action; and shall not be used to satisfy any money judgment or obligation resulting from any claims, cross-claims, or third-party claims in this action.

7. Except as otherwise stated in this agreement, the Parties stipulate and agree that all claims, cross-claims, third-party claims, and defenses between Quicken Loans, Inc., Chase Home Finance, LLC, and Gwendolyn M. Jordan are reserved, shall remain pending, and are not discharged, released, or otherwise affected by this agreement. The Parties further stipulate and agree that this agreement shall not be deemed to discharge, release, or otherwise affect the third-party claims of Defendants Quicken Loans, Inc. and/or Chase Home Finance, LLC against



Third-Party Defendants Household Finance Corporation II or Antonio Jordan, which claims are reserved and shall remain pending.

8. Within thirty (30) days of the date of execution of this Settlement Agreement by all of the Parties, Defendants Quicken Loans, Inc. and/or Chase Home Finance, LLC shall:

- a. deliver to counsel for Family Services the original Note marked canceled, satisfied in full, or the equivalent;
- b. cancel and discharge any *lis pendens* which they previously filed against the property at 5 Charlyn Drive, including the *lis pendens* filed on August 31, 2010 (2010-LP-10-7535) and March 24, 2011 (2011-LP-10-535). Defendants Quicken Loans, Inc. and/or Chase Home Finance, LLC will be responsible for any filing fees associated with the cancellation or discharge of the *lis pendens*; and
- c. satisfy and cancel of record the Mortgage recorded in the Charleston County Register Mesne Conveyance Office on November 4, 2008 at Book 0018, Page 737, involving the property known as 5 Charlyn Drive. Defendants Quicken Loans, Inc. and/or Chase Home Finance, LLC will be responsible for any filing fees or recording fees associated with the satisfaction or cancellation of the Mortgage.

9. Defendants Quicken Loans, Inc. and/or Chase Home Finance, LLC shall not make any adverse or unfavorable reference to any credit reporting agency or credit rating agency involving Albert Jordan relating to the Note or Mortgage. In the event any investigation or reinvestigation of the debt or loan involved in this action is made by any credit reporting agency or credit rating agency, Defendants Quicken Loans, Inc. and/or Chase Home Finance, LLC shall

A handwritten mark or signature, possibly a stylized 'A' or a similar symbol, located at the bottom center of the page.

report that the claims against Albert Jordan have been fully resolved and ended and that any adverse or unfavorable reports involving Albert Jordan should be deleted and deemed unreliable.

10. Defendants Quicken Loans, Inc. and/or Chase Home Finance, LLC shall not file any form 1099 or 1099-A (Acquisition or Abandonment of Secured Property) with the Internal Revenue Service involving the Note or Mortgage and shall not report to the Internal Revenue Service or any other taxing authority that Albert Jordan was personally liable for repayment of the Note or Mortgage, that any debt owed by Albert Jordan was cancelled, that any debt was unpaid by Albert Jordan, that Albert Jordan has any income resulting from cancellation of debt, or that any outstanding indebtedness involving the Note or Mortgage was settled for less than the full balance owed.

11. The Parties shall bear their own attorneys' fees and costs involving the matters resolved by this agreement. No motion to tax costs or attorneys' fees shall be filed by any Party in the Circuit Court or appellate court involving the matters resolved by this agreement. Plaintiff Family Services will not pursue and will waive any claim for damages, statutory penalties, or attorney's fees against Defendants Quicken Loans, Inc. and/or Chase Home Finance, LLC pursuant to S.C. CODE ANN. §§ 29-3-310 *et seq.*

12. For purposes of this agreement, Family Services shall be defined to include Family Services and any predecessor or successor conservators for Albert Jordan, including but not limited to South Carolina National Bank, Wachovia Bank, and First Citizens Bank & Trust Company. Additionally, for purposes of this Agreement, Defendants Quicken Loans, Inc. and Chase Home Finance, LLC shall be defined to include Quicken Loans, Inc. and Chase Home Finance, LLC and any predecessor or successor entities, including but not limited to Title Source and WFG Title Ins. Group.

SN

13. The Parties agree that time is of the essence with respect to the obligations set forth in this agreement.

14. The Parties agree to cooperate fully with each other and execute and any and all documents and take any and all additional actions that are reasonably necessary to give full force and effect to this agreement.

15. This agreement shall be governed and interpreted pursuant to the laws of the State of South Carolina.

16. This Agreement shall become binding upon the Parties and effective only when it has been duly and fully executed by all of the Parties.

[Signature pages to follow]

A handwritten signature in black ink, consisting of a stylized, cursive 'S' followed by a vertical line extending upwards and a small loop at the end.

By my signature below I hereby acknowledge that I have read this agreement, I understand it, and agree to be bound by it.

IN WITNESS HEREOF

SDelan

SARAH DELAN

Ridge Morris

Family Services, a South Carolina  
eleemosynary organization, in its capacity  
as conservator for Albert Jordan

By: [Signature]

Its: Executive Director

Dated: November 14, 2013

By my signature below I hereby acknowledge that I have read this agreement, I understand it, and agree to be bound by it.

IN WITNESS WHEREOF

Alyssa J. Gardag  
Alyssa J. Gardag

Quicken Loans, Inc.

By: [Signature]

Its: Agent for Litigation

Dated: 12/31/13

[Signature]

By my signature below I hereby acknowledge that I have read this agreement, I understand it, and agree to be bound by it.

IN WITNESS WHEREOF

Alyssa J. Gazdag  
Alyssa J. Gazdag

Chase Home Finance, LLC

By: [Signature]

Its: Agent for Litigation

Dated: 10/31/13

[Signature]

By my signature below I hereby acknowledge that I have read this agreement, I understand it, and agree to be bound by it.

IN WITNESS HEREOF

Anette Washington  
Anette WASHINGTON

Gwendolyn M. Jordan  
Gwendolyn M. Jordan

Dated: 11/3/13

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas  
R. Markley Dennis, Jr., Circuit Judge  
Appellate Case Tracking No. 2013-000563  
Trial Court Case No. 2010-CP-10-5199

---

FAMILY SERVICES, A SOUTH CAROLINA ELEEMOSYNARY ORGANIZATION, IN ITS  
CAPACITY AS CONSERVATOR FOR ALBERT JORDAN, *Respondent*,

v.

QUICKEN LOANS, INC., A MICHIGAN CORPORATION; CHASE HOME FINANCE, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY; AND GWENDOLYN M. JORDAN, *Defendants*.

Of Whom QUICKEN LOANS, INC. AND CHASE HOME FINANCE, LLC, *are the Appellants*.

And

CHASE HOME FINANCE, LLC, *is Counterclaimant, Cross-Claimant, and Third-Party  
Plaintiff*,

v.

GWENDOLYN M. JORDAN, *Cross-Claim Defendant*.

and ALBERT JORDAN, INDIVIDUALLY, ANTONIO JORDAN, JOHN DOE, AND HOUSEHOLD  
FINANCE CORPORATION II, *Third-Party Defendants*.

---

**PROOF OF SERVICE**

---

I certify that I have served the Consent Motion for Dismissal of Appeal on the other parties in  
this action by causing a copy of same to be deposited in the United States Mail, first class postage  
prepaid, on November 18, 2013, addressed to their attorneys of record as follows:

Desa Ballard, Esquire  
Stephanie Weissenstein, Esquire  
Harvey M. Watson, III, Esquire  
226 State Street  
West Columbia, SC 29169  
ATTORNEYS FOR APPELLANTS

Brian L. Boger, Esquire  
1331 Elmwood Avenue, Suite 210  
P.O. Box 65  
Columbia, SC 29202  
ATTORNEY FOR GWENDOLYN JORDAN

Thomas M. Kennaday, Esquire  
Turner Padget Graham & Laney  
P.O. Box 1473  
Columbia, SC 29202  
ATTORNEYS FOR HOUSEHOLD FINANCE  
CORPORATION II

ROSEN, ROSEN & HAGOOD, LLC

By: 

Richard S. Rosen  
Daniel F. Blanchard, III  
James A. Bruorton, IV  
151 Meeting Street, Suite 400  
Charleston, SC 29401  
(843) 577-6726

November 18, 2013.

ATTORNEYS FOR RESPONDENT

# ROSEN | HAGOOD

DANIEL F. BLANCHARD III  
dblanchard@rrhlawfirm.com

November 18, 2013

The Honorable Jenny Abbott Kitchings  
Clerk of Court, South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

Re: Family Services, a South Carolina eleemosynary organization in its capacity as  
Conservator for Albert Jordan v. Quicken Loans Inc., et al.  
Case No. 2010-CP-10-5199  
Case Tracking No. 2013-000563

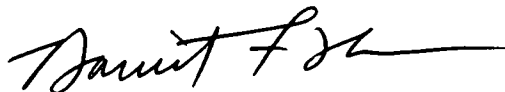
Dear Ms. Kitchings:

Please find enclosed the original and seven copies of the Consent Motion for Dismissal of Appeal in the above-referenced matter. Our firm's filing fee check for \$25.00 is also enclosed.

We would greatly appreciate your filing these on our behalf and returning a clocked-in copy in the envelope provided.

Thank you in advance for your assistance with this matter. With kind regards, I am

Sincerely,



Daniel F. Blanchard, III

DFB;db  
Enclosed check

Cc: Mr. Jonathan McClain, Family Services  
Desa Ballard, Esquire  
Stephanie Weissenstein, Esquire  
Harvey M. Watson, III, Esquire  
Brian L. Boger, Esquire  
Thomas M. Kennaday, Esquire

**RECEIVED**

NOV 22 2013

**SC Court of Appeals**