

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

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

Coastal Federal Credit Union,Respondent

v.

Clarence LeAnders Griffin, Jr.,Appellant

APPENDIX TO RECORD ON APPEAL

RECEIVED

JUL 30 2013

SC Court of Appeals

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

David P. Nanney, Jr., S.C. Bar No. 13239
Charles N. Griffin, III, S.C. Bar No.13905
Sarah Dalonzo-Baker, S.C. Bar No. 14116
KIRSCHBAUM, NANNEY,
KEENAN & GRIFFIN, P.A.
Attorneys for Respondent
P.O. Box 19806
Raleigh, North Carolina 27619-9766
Telephone: (919) 848-9640

INDEX TO APPENDIX

Verified Statement and Affidavit of Respondent1

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS FOR
THE FIFTH JUDICIAL CIRCUIT
CASE NUMBER: 2011-CP-40-5530

COASTAL FEDERAL CREDIT UNION,
Plaintiff,

v.

CLARENCE LEANDERS GRIFFIN, JR.,
Defendant.

VERIFIED STATEMENT
AND AFFIDAVIT

2012 JAN 02 AM 9:27
JEANNETTE DE WITTE
C.C.P. & G.S.

RICHLAND COUNTY
FILED

Janet Gordon, being first duly sworn, deposes and says:

1. That s/he is a citizen and resident of Wake Co, Raleigh NC, is over the age of 18 years, and is competent to make this Affidavit.

2. That s/he is employed by the Plaintiff, a Federal Credit Union duly organized under the laws of the United States, as a loan specialist, and that s/he is authorized to make this Affidavit on behalf of Plaintiff.

3. That in such capacity s/he is a custodian of the business records of the Plaintiff related to all allegations and statements contained herein or in the Complaint; that all records of the Plaintiff which relate to any and all allegations and statements contained herein or in the Complaint were produced or made by, or from information transmitted by, a person with knowledge of the acts, events, conditions, etc., to which any and all such allegations and statements relate; that all such records were produced or made at or near the time of the acts, events, conditions, etc., set forth herein or in the Complaint; that all such business records are kept and made in the regular course of the Plaintiff's regularly-conducted business activity; that s/he is familiar with the books and records and business practices of Plaintiff and is in a position to give evidence as to the correctness of the records and business practices of Plaintiff and, in particular, as Defendant's account with Plaintiff.

4. That s/he has been employed by the Plaintiff for approximately 8 years and is familiar with the customs and usages of the automobile financing industry; that during her/his history of employment, s/he has received both training and work experience in the areas of financing and repossessing of motor vehicles after default.

5. That on or about May 19, 2008, the Defendant executed a retail instalment sale contract (the "Contract") in the original principal sum of \$53,875.00, plus interest accruing thereon at the rate of 8.8000% per annum. A true copy of the Contract is

attached hereto as Exhibit "A."

6. That the Contract was thereafter assigned to Plaintiff and Plaintiff is currently the sole owner and holder of same.

7. That as security for the repayment to Plaintiff of the above-referenced loan, the Defendant granted to Plaintiff, and Plaintiff duly perfected, a first lien on that certain 2008 Chevrolet Tahoe, VIN 1GNFC130X8J113924 (the "Vehicle"), as evidenced by the Certificate Of Title for the Vehicle attached hereto as Exhibit "B."

8. That after November 12, 2010, the Defendant failed to continue to make the regularly-scheduled payments owed to Plaintiff under the terms of the Contract.

9. That on or about March 10, 2011, Plaintiff was forced to obtain a policy of creditor protection insurance ("CPI Insurance") on the Vehicle, due to the Defendant's failure to keep the Vehicle fully insured, for a premium cost of \$5,208 that was charged to the Defendant's account as permitted by the terms of the Contract.

10. That Plaintiff subsequently cancelled the CPI Insurance and obtained a premium refund of \$4,138 that was applied to the Defendant's account on April 8, 2011. A copy of the complete payment history for the Defendant's account is attached hereto as Exhibit "C."

11. That at the time the action was commenced, there remained an outstanding balance of principal and accrued unpaid interest due under the Contract in the amount of \$44,417.83.

This the 21st day of December, 2011.

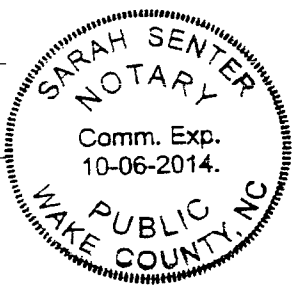
Coastal Federal Credit Union

By: [Signature]

Sworn to and affirmed before me this 21st day of Dec, 2011.

[Signature]
Notary Public

My Commission Expires: _____



CERTIFICATE OF SERVICE

The foregoing served on the Defendant by mailing a copy of same in a postage-paid envelope to:

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

This 6 day of January, 2012.



JEANNETTE W. MCBRIDE
S.C.P. & G.S.

2012 JAN 12 AM 9:27

RICHLAND COUNTY
FILED

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

EXHIBIT A

Buyer Name: CLARENCE LEANDERS DEWITT JR
Address: 2601 MCCARTHA ST, LAMAR KERSHAW SC 29420
Seller Name: 3511 FIA FORD, 615 CANTONFIELD HWY, CHEROKEE 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 agreement on the front and back of this contract. You agree to pay the "Finance Charge" which is defined as "interest" in this contract. The Truth-in-Lending Disclosures below are part of this contract.

Table with columns: Year, Make and Model, Vehicle Identification Number, Primary Use For Which Purchased. Row: 2006, CHEVROLET, TAHOE, 1ENFD130X0110294, Personal, family or household.

FEDERAL TRUTH-IN-LENDING DISCLOSURES table with columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Sale Price. Values: 6.00%, \$18477.56, \$38675.00, 70250.58, \$22075.58.

ITEMIZATION OF AMOUNT FINANCED table with columns: Description, Amount. Includes Cash Price, Total Downpayment, and various taxes and fees.

Optional Credit Insurance section with checkboxes for Credit Life, Credit Disability, and Credit Default. Includes fields for Premium, Credit Life, and Credit Disability.

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.

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 entire agreement between you and us. Any changes to this contract must be in writing and we must sign it. No oral changes are binding.

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.

Buyer Signature: Clarence Leanders Dewitt Jr, Date: 06/15/2006. Seller Signature: [Signature]

Form with checkboxes for "I received with receipt" and "I received with receipt". Includes fields for name and date.

EXHIBIT A

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 Interests:
 - i. You owe us a security interest in:
 - The vehicle and all parts or goods 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 or premiums or charges from the contracts.
 - ii. 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 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 enter our 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.

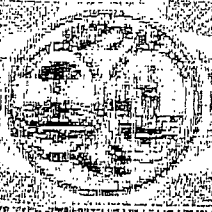
3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment or amount due. 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.

- b. If you default, we may take the vehicle as provided below. You may have to pay all you owe at once, if you break your promise (install). We may sell and that you pay at 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 don't pay it;
 - 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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 tiene 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.



STATE OF SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES



VEHICLE ID NUMBER 10NF0130XBUE13924	YEAR MAKE 2006 CHEV	MODEL TAHOE	NEW/USED NEW
BODY STYLE SUV	DATE ISSUED 06-09-2006	ODOMETER 501	WEIGHT 5461
VEHICLE BRAND(S) ACTUAL MILEAGE	TITLE NUMBER 7T2060192403089A		

FULL NAME OF OWNER(S): GRIFFIN, CLARENCE LEANDERS JR
 2806 MCCARTHA ST
 COLUMBIA SC 29202210

CUSTOMER NUMBER: 024692660

FIRST LIENHOLDER
 COASTAL FEDERAL CREDIT UNION
 PO BOX 660010
 SACRAMENTO CA 958660010
 DATE OF LOAN: 05/19/2006

ISSUED RELEASED _____ (DATE)
 BY _____ (AUTHORIZED AGENT)

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE TERMS IF ANY HEREIN SET FORTH.

MARCIA S ADAMS
 EXECUTIVE DIRECTOR

MARK SANTORO
 GOVERNOR

Transaction History Listing

EXHIBIT

C

11/22/2011

Member: ██████████ Gr Clarence L Griffin, Jr
 FOR ACCOUNT ██████████ Clarence L Griffin Jr
 LOAN : Sub 1

EFFECTIVE	TRAN	AMOUNT	PRIN	INT	BALANCE	RECEIPT #
10/26/2011	woao	-\$925.00	-\$925.00	0	-\$45,980.83	1026105844
	Desc claim & delivery fee's					
08/19/2011	woao	-\$638.00	-\$638.00	0	-\$45,055.83	819085112
	Desc bond cost					
08/10/2011	woao	-\$116.00	-\$116.00	0	-\$44,417.83	810154456
	Desc bond expense Reversed 08/19/2011					
	RevReason: teller error					
04/08/2011	cpir	\$4,138.00	\$4,138.00	0	-\$44,417.83	
	Desc CPI Insurance Refund					
03/17/2011	woao	-\$125.00	-\$125.00	0	-\$48,555.83	317082756
	Desc Remarketing Invoice					
03/16/2011	woff	\$48,430.83	\$0.00	0	-\$48,430.83	316090542
	Desc writeoff					
03/10/2011	cpir	-\$5,208.00	-\$5,208.00	0	-\$48,430.83	
	Desc CPI Insurance					
12/14/2010	ltex	-\$250.00	-\$250.00	0	-\$43,222.83	1214104556
	Desc Remarketing Invoice					
11/12/2010	yclp	\$3,582.36	\$2,543.79	-1020.57	-\$42,972.83	
	Desc Credit Card Loan Payment LateFee -18					
08/11/2010	spmt	\$861.34	\$379.53	-475.81	-\$45,516.62	1240
	Desc CUSC Loan Payment ATM Net ID 748 Company ID 1404 LateFee -6					
06/29/2010	spmt	\$861.34	\$237.59	-611.75	-\$45,896.15	310
	Desc CUSC Loan Payment ATM Net ID 748 Company ID 1403 LateFee -12					
05/05/2010	spmt	\$861.34	\$451.01	-404.33	-\$46,133.74	2890
	Desc CUSC Loan Payment ATM Net ID 748 Company ID 1405 LateFee -6					
03/30/2010	lnpt	\$457.34	\$92.60	-358.74	-\$46,584.75	330170000
	LateFee -6					
03/12/2010	ltex	-\$410.00	-\$410.00	0	-\$46,677.35	312140032
	Desc Remarketing Invoice					
02/26/2010	yclp	\$2,984.58	\$2,889.77	-94.81	-\$46,267.35	303134846
	Entered 03/03					
02/18/2010	spmt	\$861.36	\$148.01	-701.35	-\$49,157.12	1100
	ATM Net ID 748 Company ID 1403 LateFee -12					
12/21/2009	spmt	\$861.34	\$352.50	-502.84	-\$49,305.13	260
	ATM Net ID 748 Company ID 1405 LateFee -6					
11/09/2009	spmt	\$862.00	\$649.81	-206.19	-\$49,657.63	2520
	ATM Net ID 748 Company ID 509 LateFee -6					
10/23/2009	spmt	\$861.34	\$524.44	-330.9	-\$50,307.44	1620
	ATM Net ID 748 Company ID 1499 LateFee -6					
09/26/2009	lnpt	\$861.34	\$539.32	-322.02	-\$50,831.88	1002163828
	Entered 10/02					
09/26/2009	lnpt	\$876.34	\$554.32	-322.02	-\$51,371.20	1002163352
	Reversed 10/02/2009 Entered 10/02					
	RevReason: error					
08/31/2009	spmt	\$861.34	\$467.90	-387.44	-\$51,371.20	3740
	ATM Net ID 748 Company ID 1401 LateFee -6					
07/31/2009	yclp	\$861.34	\$577.32	-278.02	-\$51,839.10	731093936
	LateFee -6					
07/09/2009	spmt	\$861.34	\$152.26	-697.08	-\$52,416.42	1080
	ATM Net ID 748 Company ID 1403 LateFee -12					
06/19/2009	lnpt	\$867.34	\$417.75	-443.59	-\$52,568.68	619113806
	Reversed 06/29/2009 LateFee -6					
	RevReason: Retd Check / NSF					
05/15/2009	lnpt	\$861.34	\$586.22	-269.12	-\$52,568.68	515105302
	LateFee -6					
04/24/2009	lnpt	\$861.34	\$248.03	-607.31	-\$53,154.90	424102156
	LateFee -6					
03/23/2009	yclp	\$448.00	\$0.00	-442	-\$53,402.93	324114052
	Entered 03/24 LateFee -6					
03/23/2009	cadj	\$15.00	\$15.00	0	-\$53,402.93	323172336
	Desc Refund Credit Card Fee Reversed 03/24/2009					
	RevReason: correction					
03/23/2009	yclp	\$448.00	-\$15.00	-442	-\$53,402.93	323171028
	Reversed 03/24/2009 LateFee -6					
	RevReason: tranocode error					
02/15/2009	lnpt	\$861.34	\$0.00	-843.34	-\$53,402.93	215105540
	LateFee -18					
12/01/2008	LEXT	\$0.00	\$0.00	0	-\$53,402.93	1201160252
11/28/2008	lnpt	\$412.41	\$51.55	-360.86	-\$53,402.93	1130165904
	Entered 11/30					
10/31/2008	zccp	\$851.00	\$420.52	-424.48	-\$53,454.48	1031183302

7

Desc x7059 LateFee -6						
09/30/2008 zccp	\$861.34	\$0.00	-855.34			930124632
Desc x7059 LateFee -6						
09/19/2008 zccp	\$861.34	\$0.00	-849.35			922090740
Desc 7059 Entered 09/22 LateFee -11.99						
09/09/2008 lnpt	\$1,100.00	\$501.61	-592.39			909151734
Reversed 09/09/2008 LateFee -6						
RevReason: TELLER ERROR						tlr# 2291
08/27/2008 lnpt	\$867.34	\$0.00	-861.35			902112718
Reversed 09/11/2008 Entered 09/02 LateFee -5.99						
RevReason: retd check/NSF						tlr# 1921
08/01/2008 oftt	\$0.01	\$0.00	0			
savings 1 LateFee -0.01						
07/16/2008 oftt	\$20.02	\$0.00	-14.02			
savings 1 LateFee -6						
05/19/2008 cud1	-\$53.875.00	-\$53.875.00	0			529164522
Entered 05/29						

History Request Date: 11/22/2011 Time: 3:37 PM

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v.

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CERTIFICATE OF COMPLIANCE

Respondent certifies that a copy of the foregoing Appendix to Record on Appeal complies with Rule 212 of the South Carolina Appellate Court Rules.

This the 26 day of July, 2013.

RECEIVED

JUL 30 2013

SC COURT OF APPEALS

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Attorneys for Respondent

P.O. Box 19806

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PROOF OF SERVICE

Respondent certifies that a copy of the foregoing Appendix to Record on Appeal has been served on Appellant by placing a copy of same, postage prepaid, in a receptacle in the control of the U.S. Postal Service, addressed as follows:

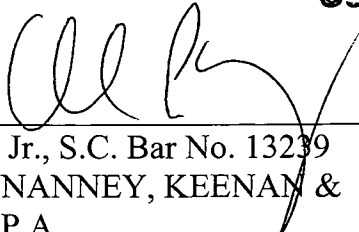
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