

THE STATE OF SOUTH CAROLINA

In the Supreme Court

RECEIVED

MAR 12 2015

APPEAL FROM PICKENS COUNTY

Court of Common Pleas

S.C. Supreme Court

Doyet A. Early, Circuit Court Judge

Case No. 2012-CP-39-01554

Appellate Case No. 2014 - 001110

Julie Freeman.....Appellant – Respondent

v.

J.L.H. Investments, LP, a/k/a Hendrick Honda of Easley.....Respondent – Appellant

**APPELLANT-RESPONDENT JULIE FREEMAN’S MEMORANDUM IN OPPOSITION
TO MOTION FOR LEAVE TO FILE AMICUS CURIAE BRIEF OF SOUTH
CAROLINA FINANCIAL SERVICES ASSOCIATION, INC.**

Plaintiff/Appellant-Respondent Julie Freeman Hair hereby submits this Memorandum in Opposition to the South Carolina Financial Services Association, Inc.’s (“Auto Lenders”) Motion for Leave to File Brief as Amicus Curiae. The Motion for Leave to file Brief as Amicus Curiae should be denied for the following reasons.

1. The Auto Lenders’ Motion for Leave to file Brief as Amicus Curiae should be denied for all the same reasons this Court denied the prior motions seeking leave to file amicus briefs. Notably, the Auto Lenders’ lawyers are the same lawyers that represent Dick Dyer and the same lawyers who sought leave of Court to file an amicus brief on behalf of Dick Dyer. This Court

should deny the request to submit additional briefing by these same lawyers, regardless of which client they submit the request on behalf of, because the briefing to date is more than sufficient to address the issues in this appeal.

2. Additionally, the Auto Lenders' arguments about the Maximum Rate Disclosure Statutes have no bearing on the Closing Fee Statute or its interpretation. Notably, Judge Early interpreted the Closing Fee Statute the same way as: (i) the Department of Consumer Affairs¹; (ii) the South Carolina Automobile Dealers Association ("SCADA")²; and (iii) the Defendant in this case.³ The Auto Lenders' arguments about their own interpretation of a different statute are irrelevant and it would be a waste of judicial resources to allow them to submit unnecessary briefing on this different statute.

¹ The Department of Consumer Affairs official interpretation of the statute includes language for a sign with the following limitation describing what the fee can be charged for: "THIS DEALERSHIP CHARGES A CLOSING FEE AS A MEANS OF REIMBURSING IT FOR CERTAIN OVERHEAD COSTS SUCH AS DOCUMENT RETRIEVAL AND DOCUMENT PREPARATION." R.p. 1732.

²SCADA's corporate representative testified as follows:

Q: From 1978 to this minute right now, is it still SCADA's position—
... --that this fee, must be reasonable and for a service actually performed?

A: Yes.

...

Q: Okay. Why would you advise your dealers to make certain that the fee is reasonable for the service provided?

A: Because that's what the Department of Consumer Affairs had said to do.

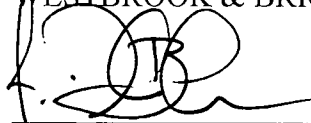
R. p. 783, ll. 1-7 and R.p. 784, ll. 21-25.

³"[I]f a dealership is going to charge a fee and call it by a name, that the fee has to be for reimbursement of cost related to that name." R.p. 1413, ll.18-22.

In conclusion, Plaintiff/Appellant-Respondent Julie Freeman respectfully requests that the Court exercise its discretion and deny the Auto Lenders' request to file an Amicus Curiae brief in this matter.

Respectfully submitted,

RICHARDSON, PATRICK,
WESTBROOK & BRICKMAN, LLC



Terry E. Richardson
J. David Butler
Brady R. Thomas
1730 Jackson Street
Post Office Box 1368
Barnwell, SC 29812
Telephone: 803-541-7850
Facsimile: 803-541-9625

A. Camden Lewis
LEWIS, BABCOCK & GRIFFIN, LLP

Gedney M. Howe, III
LAW OFFICE OF GEDNEY M. HOWE, III
P.A.

Michael E. Spears
MICHAEL E. SPEARS, P.A.

March 9, 2015

ATTORNEYS FOR THE APPELLANT-RESPONDENT

THE STATE OF SOUTH CAROLINA

In the Supreme Court

APPEAL FROM PICKENS COUNTY

Court of Common Pleas

Doyet A. Early, Circuit Court Judge

Case No. 2012-CP-39-01554

Appellate Case No. 2014 - 001110

Julie Freeman.....Appellant – Respondent

v.

J.L.H. Investments, LP, a/k/a Hendrick Honda of Easley.....Respondent – Appellant

PROOF OF SERVICE

The undersigned of the law offices of Richardson, Patrick, Westbrook & Brickman, LLC attorneys for the Respondent, do hereby certify that service of:

APPELLANT-RESPONDENT JULIE FREEMAN’S MEMORANDUM IN OPPOSITION TO MOTION FOR LEAVE TO FILE AMICUS CURIAE BRIEF OF SOUTH CAROLINA FINANCIAL SERVICES ASSOCIATION, INC.

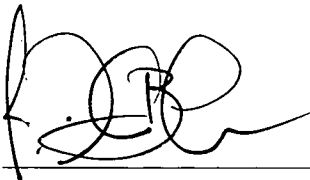
was made on all counsel of record, specified below, by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

James Y. Becker, Esq.
Sarah P. Spruill, Esq.
Mary M. Caskey, Esq.
Haynsworth, Sinkler, Boyd, PA
Post Office Box 11889
Columbia, SC 29211

John T. Lay, Jr., Esq.
Gallivan White & Boyd, P.A.
1201 Main Street- Ste. 1200
Columbia, SC 29201

Marvin D. Infinger, Esq.
Nexsen Pruet, LLC
Post Office Box 486
Charleston, SC 29402

Robert L. Reibold
Walker Reibold
Post Office Box 61140
Columbia, SC 29260

By:  _____

RICHARDSON, PATRICK, WESTBROOK &
BRICKMAN, LLC
Terry E. Richardson, Esq.
J. David Butler, Esq.
Brady R. Thomas, Esq.
1750 Jackson Street
Barnwell, SC 29812
803.541.7850

March 9, 2015

Attorneys for Appellant-Respondent.