THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 10-CP-40-0567

HSBC Mortgage Services, Inc., Respondent,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas; Dwight Lucas; Mortgage Electronic Registration Systems, Inc. (MIN # 100176105012597608); Mortgage Electronic Registration Systems, Inc. (MIN # 1002033-0000024059-5); Windsor Lake Park Homeowners Association, Inc.; Defendants,

Of Whom Alice Lucas and Dwight Lucas are the Appellants

Appellate Case No. 2014-000747

FINAL BRIEF OF RESPONDENT

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STATEMENT OF ISSUES

1. An issue argued without citation to supporting legal authority in the Amended Brief is deemed abandoned and will not be considered on appeal. The Borrowers do not cite any applicable South Carolina authority in support of their arguments on appeal. Should their arguments be deemed abandoned?
2. The final judgment in this matter allows the Master-in-Equity to make adjustments to the Final Debt Owed without a hearing. The Borrowers' "Motion for Acceptance" asks on its face for an adjustment of the Final Debt Owed. Did the Master-in-Equity thus properly decide the Borrowers' "Motion for Acceptance" without a hearing?
3. Under South Carolina law, an appellant who appeals the lack of hearing without appealing the underlying ruling does not preserve the merits of the underlying ruling for appeal. The Borrowers only complain on appeal that they were not given notice of a hearing on their Motion for Acceptance. Did the Borrowers fail to preserve a challenge of the merits to the order denying the Motion for Acceptance for appeal?
4. Relief may not be granted on issues argued for the first time on appeal. The Borrowers' "Motion for Acceptance" does not seek monetary relief, but their Amended Brief makes a claim for compensatory damages. Did the Borrowers fail to preserve a request for monetary relief?
5. A party seeking relief from a judgment must bring a Rule 60(b) motion within a reasonable time and present evidence to prove the grounds for relief from a judgment. To the extent the Motion for Acceptance can be construed as a Rule 60 motion, the Borrowers brought it four years after entry of a final judgment and did not provide any

competent evidence to support it. Did the Master-in-Equity abuse his discretion in denying the Motion for Acceptance?

STATEMENT OF THE CASE

The appellee HSBC Mortgage Services Inc. ("HSBC") initiated a foreclosure action against Dwight Lucas and Alice Lucas (the "Borrowers") in the Richland County, South Carolina Court of Common Pleas on February 25, 2010. On May 21, 2010, after a duly noticed hearing, the Master-in-Equity entered a Judgment of Foreclosure and Sale, which was supplemented to reflect an updated final total debt owed to HSBC by Supplemental Orders on August 17, 2010, October 27, 2010, December 1, 2011, and March 13, 2014.

On February 25, 2014, the Borrowers filed a "Motion for Acceptance" requesting that the Court "adjust [the Borrowers'] account for the Bonds, Proceeds, Products, Accounts and Fixtures, and RELEASE the Order(s) of the Court therefore to [the Borrowers] immediately." On March 28, 2014, the Master-in-Equity denied the "Motion for Acceptance." On April 4, 2014, the Borrowers filed the instant appeal requesting that the Court reverse the order denying the Motion for Acceptance for further hearing.

STATEMENT OF FACTS

The Borrowers executed and delivered an adjustable-rate promissory note (the "Note") dated February 8, 2005 promising to pay their original lender the original principal amount of $151,200 with interest at 8.5% per annum. The Note was secured by a Mortgage dated February 8, 2005 granting the original lender a first-priority lien on the Borrowers' residence in Richland County, South Carolina (the "Residence"). The Mortgage was recorded on February 25, 2005 at Book R1027, Page 2141 in the Richland County Register of Deeds.

HSBC is the current holder of the Note and owner of the Mortgage. On February 1, 2010, HSBC filed a summons and foreclosure complaint against the Borrowers and a *lis pendens* against the Residence, alleging that the Borrowers were in default under the Note and Mortgage. On April 15, 2010, a hearing was conducted before the Master in Equity in Richland County to determine HSBC's right to foreclose its Mortgage lien and sell the Residence to satisfy the outstanding debt. The Borrowers were served with notice of the foreclosure hearing.

Following the foreclosure hearing, on May 21, 2010, the Master in Equity entered a Judgment of Foreclosure and Sale (the "Judgment"), which included the following findings of fact:

1. The Borrowers were served with the summons and complaint;
2. The Borrowers were in default;
3. The Borrowers are not in the military service as contemplated by the Servicemembers' Civil Relief Act, 50 U.S.C. § 1;
4. The Borrowers did not challenge HSBC's standing to prosecute the action;
5. The Borrowers' loan is not subject to modification pursuant to the terms of the Supreme Court Administrative Order dated May 22, 2009;

6. The Borrowers were given notice of the foreclosure hearing;
7. The Borrowers executed the Note and Mortgage;
8. The Mortgage is a first-priority lien on the Residence;
9. HSBC was the real party in interest to prosecute the foreclosure action; and
10. All notices required by the Mortgage or state or federal law were given to the Borrowers. [R. p. 60-61]

The Master in Equity thus made the following conclusions of law:

1. HSBC fully complied with the South Carolina Supreme Court Administrative Order dated May 22, 2009;
2. HSBC was entitled to a judgment in the total amount of $176,902.78 (the "Final Total Debt");
3. The court retained jurisdiction over the fee award and total debt to facilitate the assessment and payment of additional costs or supplemental compensation, which can be established by affidavit and adjudicated by the court without further hearing; and
4. The Borrower can pay the Final Total Debt and all additional accrued costs and compensation before the sale date, otherwise the Residence would be sold at public auction at the Richland County Courthouse. [R. p. 63-64]

The Master in Equity entered Supplemental Orders on August 17, 2010 [R. p. 47-48], October 27, 2010 [R. p. 37-46], and December 1, 2011 [R. p. 34-35] to update the Final Total Debt and note that HSBC complied with the subsequently entered South Carolina Supreme Court Order 2011-05-02-01. The Borrowers were served with notice of hearing before entry of each Supplemental Order. The Borrowers did not appeal the Judgment or any of the Supplemental Orders.

On February 25, 2014, Rogers Townsend served a notice of hearing on the Borrowers indicating that a fourth supplemental hearing to update the Final Total Debt would be held on March 13, 2014. The Master in Equity entered the Fourth Supplemental Order Post-Judgment on March 18, 2014 following a hearing. [R. p. 31-33]

Also on February 25, 2014, the Borrowers filed a "Motion for Acceptance," which reads in its entirety:

> COMES NOW, in peace, by special visitation, I, Dwight Lucas, a living, breathing sentient, Christian man and Alice Lucas a/k/a Alice Marie Felder-Lucas, a living, breathing, sentient, Christian woman the undersigned, and the verified holder of an attached perfected security interest and the acknowledged representative for the debtors herein named as DWIGHT LUCAS and ALICE LUCAS a/k/a ALICE MARIE FELER-LUCAS, the defendant in this action (See Exhibit 1). There is no dispute with any of the facts in the instant matter. The facts of this case and all charges/offers/dishonors are accepted for value and returned in exchange for settlement and closure (See Exhibit 2). This property is exempt from levy.
>
> I did not find a check enclosed in Rogers, Townsend & Thomas PC offers Styled SUMMONS AND COMPLAINT, LIS PENDENS, CASE NUMBER 10-CP-40-0657, served on DWIGHT LUCAS and ALICE LUCAS, a/k/a ALICE MARIE FELER-LUCAS. Therefore, a Registered Bill of Exchange has been sent to the Secretary of the Treasury for discharge of the debt specified in Rogers, Townsend & Thomas, PC offers (See Exhibit 3).
>
> Please adjust this account for the Bonds, Proceeds, Products, Accounts and Fixtures, and RELEASE the Order(s) of the Court therefore to me immediately. [R. p. 6-7]

Behind the "Motion for Acceptance," the Borrowers included a document titled "Claim Reduced to Summary Judgment," [R. p. 8] in which the Borrowers appear to claim that they have a perfected first priority lien on the Residence that takes priority over HSBC's mortgage lien. The Borrowers also included a document titled "Notice of Settlement," [R. p. 10] which states that in light of the Borrowers' purported first-priority lien on the Residence, they "deem this matter settled upon acceptance without need for attachment of additional collateral fixtures."

The Borrowers attach several exhibits to their "Motion for Acceptance:"

1. An unfiled UCC Financing Statement executed by Dwight Lucas listing HSBC Mortgage Services as the secured party, but noting in the collateral description that "DWIGHT LUCAS has external interest" in the Residence; [R. p. 21-22]
2. Copies of a demand and default letter from Rogers Townsend and the summons, complaint, and *lis pendens* in this matter, each with a stamp that reads "Accept for Value Return for Value Exempt from Levey [sic], By [Signature of Dwight Lucas], As Dated: 2/25/14, EIN: 355542984, Deposit To The U.S. Treasury, Chart to DWIGHT LUCAS, SSN: [Intentionally Omitted]; [R. p. 67-75]
3. A "Bill of Exchange," addressed to Jacob Lew at the United States Department of the Treasury stating that Dwight Lucas "accepts for value the enclosed presentments and all related endorsements front and back, in accordance with Accommodation, Public Policy, and UCC@1-104 [sic] and 10-104," and requesting that Mr. Lew "charge the Undersigned's Treasury Account Employer Identification Number for appropriate registration fees and command the Memory of account 355542934 to charge the same to the Debtor's Order, or to Respondents' Order;" [R. p. 24-25]
4. A "Non-Negotiable Chargeback" addressed to Mr. Lew in which Dwight Lucas "accepts for value all related endorsements in accordance with Accommodation and Public Policy," and "commands the memory of account 355549234 and charge the same to the debtor's Order," [R. p. 26] and
5. A "Non-Negotiable Bill of Exchange," in which Mr. Lucas "accepts for value" the summons and complaint, and to which Mr. Lucas attached copies of the summons and complaint with a stamp that reads "Accept for Value Return for Value Exempt from

Levey [sic], By [Signature of Dwight Lucas], As Dated: 2/25/14, EIN: 355542984, Deposit To The U.S. Treasury, Chart to DWIGHT LUCAS, SSN: [Intentionally Omitted]. [R. p. 27]

On March 28, 2014, Judge Strickland entered an order denying the "Motion for Acceptance." [R. p. 19] On April 4, 2014, the Borrowers filed a "Response for Objection to Order Denying Motion for Acceptance," [R. p. 17] that states that they objected to the "order denying Motion of Acceptance simply because [they] were never served papers or given the opportunity to answer the papers that were filed by the plaintiff's attorney."

The same day, the Borrowers appealed to this Court. In their Notice of Appeal, they state that they appeal the Order Denying Motion for Acceptance, which they state they received on April 3, 2014, claim that they "were not served a copy of the order denying our Motion for Acceptance, so [they] never had the opportunity to object," and indicate that they "would like to have this order overturned so that [they] can have [their] motion heard in order to save" the Residence.[1] [R. p. 76-77]

ARGUMENT ON APPEAL

The Order Denying the Motion for Acceptance (the "Order") should be affirmed for four reasons: (1) the Borrowers do not cite any applicable authority in support of their arguments on appeal and thus have abandoned them; (2) the Master in Equity was not required to hold a hearing on the Borrowers' "Motion for Acceptance," which appears on its face to be a request to alter the Final Total Debt; (3) because the Borrowers only appealed the lack of a hearing and not the ruling on the Motion for Acceptance itself, they did not properly preserve the merits of the

[1] The Borrowers' amended their Notice of Appeal on April 18, 2014 to cure various defects in its caption and service, but the body of the Notice of Appeal was unchanged.

ruling for appeal; and (4) to the extent the "Motion for Acceptance" can be construed as a motion for post-judgment relief, the Master-in-Equity did not abuse his discretion in denying it.

I. The Borrowers abandoned their arguments on appeal because they did not cite authority for their argument.

In their Amended Brief, the Borrowers state that they were never served with notice of a hearing on the "Motion for Acceptance," and that they appeared for the March 13, 2014 hearing on HSBC's motion for the Fourth Supplemental Order but were told that there would not be a hearing on the "Motion for Acceptance." They offer no support for the grounds for their appeal other than to complain that they paid the motion fee and were never given the opportunity to have the motion heard. The remainder of the Amended Brief realleges the substance of the Borrowers' Motion for Acceptance—that they hold a "perfected security interest" in the Residence which "trumps any creditor lien of judgment of a court" The Borrowers state:

> For the claim is our Perfected Security Interest outweighs the Interest of HSBC Mortgage Services, Inc. and others, and it can not be denied under any law.
> For the claim is our Perfected Security Interest takes presedent [sic] over the judgment that has been granted to HSBC Mortgage Services, Inc by the lower court

The only authority the Borrowers cite in support of their statement that their alleged perfected security interest is senior to HSBC'S Mortgage is a reference to § 9-203(b) of the Uniform Commercial Code, which provides for the attachment and enforceability of a security interest in collateral subject to Article 9. S.C. Code § 36-9-203. Article 9 does not, however, govern security interests in real property. *See* S.C. Code § 36-9-109(11) ("This chapter does not apply to [...] the creation or transfer of an interest in or lien on real property [...]"). Their purported authority, therefore, is inapplicable to this case.[2]

[2] Likewise, the unfiled UCC Financing Statement attached to the Borrowers' Motion for Acceptance is not valid.

Because the Borrowers did not provide any applicable supporting authority for their argument that the "Motion for Acceptance" should be reversed for rehearing, they have abandoned the argument. *First Sav. Bank v. McLean*, 314 S.C. 361, 363, 444 S.E.2d 513, 514 (1994); *Rivera v. Newton*, 401 S.C. 402, 415, 737 S.E.2d 193, 199 (Ct. App. 2012) (finding an issue argued without citation to legal authority in the initial brief is deemed abandoned and will not be considered on appeal); *State v. Hill*, 394 S.C. 280, 297, 715 S.E.2d 368, 377 (Ct. App. 2011) (finding that where appellant's brief cited only one case with no analysis as to why or how the case applied, the issue was abandoned); *State v. Porter*, 389 S.C. 27, 35, 698 S.E.2d 237, 241 (Ct. App. 2010) (holding, where the only citations in the argument section of appellant's brief were to a North Carolina statute and two cases, but those authorities did not support the specific argument raised, the argument was deemed abandoned). All of the Borrowers' arguments are now abandoned, so the order denying the Borrowers' Motion for Acceptance should therefore be affirmed.[3]

II. Because the Motion for Acceptance asked for an adjustment to the Final Total Debt, no hearing was required under the terms of the Judgment.

Counsel for HSBC could not find any reference to a "Motion for Acceptance," or any similarly styled motion, in South Carolina statutes or case law. Accordingly, and in light of the rule that motions should be treated based on substance and effect as opposed to how they are styled by the moving party, *Mickle v. Blackmon*, 255 S.C. 136, 140, 177 S.E.2d 548, 549 (1970),

[3] In their Initial Brief, the Borrowers argued that the attorney who conducted the foreclosure hearing violated Federal Rules in Procedures 407, 3.4, 5.1, and 5.2." The Borrowers appear to be referring to the Federal Rules of Civil Procedure; this case is governed, however, by the South Carolina Rules of Civil Procedure. Rule 1, SCRCP; Rule 81, SCRCP. Even if federal rules did apply to this action, there is no Rule 407, 3.4, 5.1, or 5.2 of the Federal Rules of Civil Procedure. *See generally* Fed. R. Civ. P. (listing Rules in whole numbers only from 1 to 82). They also alleged that the Motion for Acceptance would "make the difference in whether we save our lose our home." However the Borrowers failed there, as they do here, to cite any supporting authority on those issues as well.

HSBC looks to the relief sought to understand the true nature of the Motion. *Standard Fed. Sav. & Loan Ass'n. v. Mungo*, 306 S.C. 22, 26, 410 S.E.2d 18, 20 (Ct. App. 1991) (stating that it is the substance of the relief sought that matters "regardless of the form in which the request for relief was framed").

In their prayer for relief, the Borrowers ask the court to "adjust [their] account for the Bonds, Proceeds, Products, Accounts and Fixtures, and RELEASE the Order(s) of the Court therefore to [Borrowers] immediately." [R. p. 7] It appears that this may be a request to adjust the Final Total Debt downward in light of the Borrowers' purported security interest that they attach to the Motion for Acceptance. Although Borrowers complain that they were not given the opportunity to be heard on this request, Paragraph 24 of the Judgment provides that the Master-in-Equity retained jurisdiction over the total debt to "facilitate the payment and assessment of [additional costs, commissions, and expenses] . . . ," and that such additional costs, commissions, or expenses "shall be adjudicated by the court without further hearing." (emphasis added). [R. p. 64] The Master-in-Equity was thus not required to conduct a hearing on the Motion for Acceptance. And although due process of law requires that a person have a reasonable opportunity to be heard before any binding decree, order, or judgment can be made affecting his rights to life, liberty, or property, *LaSalle Bank Nat'l Ass'n v. Davidson*, 386 S.C. 276, 688 S.E.2d 121 (2009), the Borrowers were afforded such an opportunity before the Judgment—which allows further changes to the Final Debt Total to be determined without a hearing—was entered. Because the lack of a hearing is the only ground upon which the Borrowers appeal, the Order should thus be affirmed.

III. Because the Borrowers appeal only the lack of hearing and not the ruling itself, any challenge they may have to the merits of the Order was not preserved for appeal.

In their Notice of Appeal, the Borrowers only complain that there was no hearing and do not cite any other error in the Master-in-Equity's ruling.[4] [R. p. 76-77] "An unappealed ruling, right or wrong, is the law of the case." *Alt. Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 329, 730 S.E.2d 282, 285 (2012). Because the Borrowers did not appeal the ruling itself, any error in the ruling was not preserved for appeal. *City of Rock Hill v. Suchenski*, 374 S.C. 12, 16, 646 S.E.2d 879, 880 (2007) (holding that when a circuit court does not rule on an issue in its final order and the party does not make a post-judgment motion for a ruling, the issue is not preserved for appeal).

For example, in *Ex Parte Morris*, 367 S.C. 367 S.C. 56, 65, 624 S.E.2d 649, 653-54 (2006), the appellant claimed that the Department of Social Services erred in a child custody case by issuing a permanency planning order without allowing for the presentation of testimony and evidence at a hearing. *Id.* at 59, 624 S.E.2d at 650. Although the Supreme Court found that the family court judge erred in rejecting a request for an evidentiary hearing, it determined that the order must be affirmed because the appellant did not appeal the ruling itself. *Id.* at 65, 624 S.E.2d at 653-54 (citing *Charleston Lumber Co. v. Miller Housing Corp.*, 338 S.C. 171, 175, 525 S.E.2d 869, 871 (2000) (unappealed ruling, right or wrong, is the law of the case and requires affirmance).

Here, like in *Morris*, the Borrowers' filings make clear that they only appeal the lack of a hearing. Here, like in *Morris*, the Borrowers do not identify any error in the ruling itself.

[4] Appellants do point out in their Amended Brief that "in [the] Motion for Acceptance there was a section that dealt with [their] Perfected Security Interest which we believe to be the most important section for the Motion for Acceptance." They do not, however, appear to allege that there was an error in the ruling on the Motion, but instead seek a new remedy which is impermissible as more fully set out in Section IV.

Accordingly, here, like in *Morris*, the Borrowers did not preserve that issue for appeal. The court's order is thus the law of the case and must be affirmed.

IV. To the extent that the Borrowers now seek monetary relief, their request was not preserved for appeal.

In their Amended Brief, the Borrowers claim that they have an interest in the Residence worth $870,000.00:

> For the claim is our Interest arised [sic] as soon as we took possession of the collateral (property). For under the law is a claim of the minimum of $8 an hour, 24 hours per day, 365 days a year, which is a minimum of $87,000 per year times the number of years that we have been living at this location, in which we have been living more than ten years (870,000). For the claim is our Perfecred [sic] Security Interest outweighs the Interest of HSBC Mortgage Services, Inc and others, and it cannot be denied under any law.

To the extent that this is a claim for monetary damages in the amount of $870,000, the Borrowers have not preserved this claim for appellate review. They did not seek monetary damages in their Motion for Acceptance and cannot raise the issue for the first time on appeal. *See JASDIP Props. SC, LLC v. Estate of Richardson*, 395 S.C. 633, 641, 720 S.E.2d 485, 489 (Ct. App. 2011)(quoting *Hill v. S.C. Dep't of Health & Envtl. Control,* 389 S.C. 1, 21, 698 S.E.2d 612, 623 (2010))("[T]o preserve an issue for appellate review, a matter may not be raised for the first time on appeal, but must have been both raised to and ruled upon by the trial court."); *Ro-Lo Enterprises v. Hicks Enters., Inc.*, 294 S.C. 111, 113, 362 S.E.2d 888, 889 (Ct. App. 1987) (holding that an appellant "may not predicate error on the failure of the trial court to grant relief which is not prayed for in its pleadings."). As this Court cannot grant relief on issues argued for the first time on appeal, the Borrowers' claim for damages is not a ground upon which the Master-in-Equity's ruling can be overturned. The order should be affirmed.

V. To the extent that the Motion for Acceptance can be considered a post-judgment motion, the Master-in-Equity did not abuse his discretion by denying it.

If it is not a request to alter the Final Debt Total, the Motion for Acceptance, which asks that the prior orders of the court be "released" to the Borrowers, could be construed as a post-judgment motion for relief from the Judgment. Such motions can be brought either under Rule 59 or Rule 60 of the South Carolina Rules of Civil Procedure, and are reviewed on appeal for abuse of discretion. An abuse of discretion arises when the judge issuing the order was controlled by an error of law or where the order is based on factual conclusions that are without evidentiary support. *McClurg v. Deaton*, 380 S.C. 563, 571, 671 S.EW.2d 87, 91 (Ct. App. 2008); *Wells Fargo Bank, N.A. v. Coffaro*, 2012 WL 10864176 at *1 (Nov. 29, 2012).

Rule 59 allows a party to either seek a new trial or seek to amend or alter a judgment within ten (10) days of entry. Rule 59(a), (e), S.C. R. Civ. P. The Motion for Acceptance was four years after the Judgment and thus is untimely. The Master-in-Equity did not abuse his discretion in denying the Motion for Acceptance to the extent it can be construed as a motion for a new trial under Rule 59.

Rule 60(b) allows relief from a judgment only for the following reasons:

> (1) mistake, inadvertence, surprise, or excusable neglect;
>
> (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
>
> (3) fraud, misrepresentation, or other misconduct of an adverse party;
>
> (4) the judgment is void; or
>
> (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.

The motion must be made within a reasonable time, and for reasons (1), (2), and (3) above, not longer than a year after entry of the judgment. The Borrowers filed their Motion for Acceptance nearly four years after entry of the Judgment. In the interim, the Judgment had been

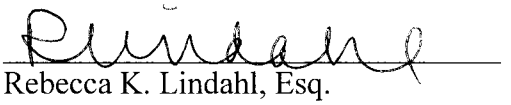
amended four times with notice to the Borrowers, who filed numerous motions with the court and participated actively in the litigation. The Borrowers' four-year delay in seeking relief from the Judgment is unreasonable. *See, e.g., McDaniel v. U.S. Fidelity & Guar. Co.*, 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996) (finding that the trial court properly denied a Rule 60(b) motion as untimely when the motion was filed nearly four years after the judgment and the party participated in settlement of the lawsuit); *Perry v. Heirs at Law of Gadsen*, 357 S.C. 42, 48, 590 S.E.2d 502, 505 (Ct. App. 2003) ("While we are reluctant to proclaim that four years is a per se unreasonable period of time, [defendant], who bore the burden of showing the propriety of his motion, has failed to proffer an argument as to why we should find the four-year delay is reasonable in this case.");.

Not only would a Rule 60 motion be untimely, but the Motion for Acceptance and its exhibits are devoid of any explanation as to why the Borrowers are entitled to relief from the Judgment. Because it is the Borrowers' burden to present evidence that entitles them to Rule 60 relief, *Perry*, 357 S.C. at 46, 590 S.E.2d at 504, and the Borrowers presented no such evidence, the Master-in-Equity properly denied the Motion for Acceptance to the extent it can be construed as a Rule 60 motion.

CONCLUSION

For the foregoing reasons and any other reason appearing in the Record on Appeal, as provided for in Rule 220(c) of the South Carolina Rules of Appellate Practice, this Court should affirm the Master-in-Equity's order denying the Borrowers' "Motion for Acceptance."

Respectfully submitted, this the 16th day of March, 2015.



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CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the foregoing Final Brief complies with the South Carolina Rule of Appellate Procedure 211(b).

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PROOF OF SERVICE

I certify that I have served the final Brief and the Appendix to the Record on Appeal on the Appellants by depositing a copy of it in the United States Mail, postage prepaid, on March 16, 2015, addressed to the following:

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