

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
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)
 Willie Zimmerman)
 Plaintiff,)
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 v.)
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 Bank of America)
 Defendant,)
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)

IN THE COURT OF COMMON
 PLEAS FIFTH JUDICIAL CIRCUIT
 2016-CP-40

COMPLAINT

NEGLIGENT
 MISREPRESENTATION

&

PETITION TO REINSTATE
 ORIGINAL SALE

2016 APR 1 PM 4:27
 JEANETTE W. MCBRIDE
 CLERK, P. & G.S.
 RICHLAND COUNTY
 FILED

The Complaint, complaining of the Defendant above-name, allege and state that:

**FOR A FIRST CAUSE OF ACTION
 NEGLIGENT MISREPRESENTATION**

1. At all times pertinent herein, the Plaintiff, Willie Zimmerman (herein referred to as the Buyer) is a resident of the County of Richland, State of South Carolina.
2. At all times pertinent herein, the Defendant, Bank of America, N.A. (herein referred to as the Seller) is a Corporation organized and existing by virtue of the law of the United States of America, with its principal office in the City of Greensboro, State of North Carolina.
3. On or about April 1, 2013 Buyer was the successful bidder.
4. On or about April 15, 2013 at the urging of the lender and closing attorney, Buyer requested and received notification of an extension from Korn Law Firm until May 15, 2013 to close the loan. (The closing attorney sent over e-mail support).

5. On or about May 9, 2013 Buyer sent an e-mail request along with financial documents (copies of two bank statements, a loan approval letter, cashier's checks and the appraisal) to Seller's legal representative. It was his understanding the representative would forward the request to the Bank of America decision-makers.

6. On or about May 14, 2013 Buyer received a commitment for a \$10,200 gift, but I waited to hear from the Bank of America foreclosure team.

7. On various dates Buyer requested updates with calls and emails to Mr. Earle Reese.

8. On or about June 15, 2013 the lender informed Buyer that the loan needed to close.

9. On or about June 15, 2013 Buyer called his donor and deposited the check for \$10,200 into his BOA account and sent the lender a gift letter. (The lender was completing final underwriting and was preparing to send a loan package to the closing attorney, when...

10. On or about June 18, 2013 Bank of America sent their "Approval E-mail" to the Buyer.

11. On or about June 18, 2013 Buyer, relying on Defendants "Approval E-mail" sent copies of the approval to the lender and the closing attorney, alerting them to a change in contract amount.

12. On or about June 19, 2013 the closing attorney rewrote the purchase agreement ("Contract") to reflect the new \$341,800 price. The lender continued towards completing underwriting when...

13. On or about June 21, 2013 the Master-in-Equity Office called to tell Buyer to appear at a hearing, that afternoon, for a status conference with Judge Strickland.

14. On or about June 21, 2013 – the Master in Equity ordered that the April 1 sale be vacated.

15. On or about June 21, 2013 - His good and perfect loan was executed at the hands of Bank of America.

16. Buyer, through no fault of his own, was precluded from complying with the April 1, 2013 bid. SC laws do not permit a court to set aside a sale when the purchaser is not at fault.

17. The September 2, 2013 sale would not have been necessary if July 30 Order to Vacate was not issued for the April 1 sale. Seller, specifically committed circumstance, and the error were committed by a firm.

18. Seller took 30 days to respond and was not willing to grant the injured buyer, and another seven days to complete the loan process.

19. Seller committed fraud, negligence and caused public humiliation of buyer.

20. As a direct and proximate cause and reliance to the seller representation, of the Buyer has suffer actual and specific damages, included but not limited to, loss of the actual purchase price Loss or amount of the property Bid Price \$367,300.00, plus such other actual, consequential, special, and incidental damages as the evidence may show, including, \Down payment on 2nd Sale (September 3, 2013), \$18,365 Two home appraisals, 1,100, Attorney Fees, 4,750, SC Court Fees (with all Notices), Court Reporter, 120, Filing of Initial Briefing. \$350.00, Filing of Record on Appeal, \$250.00. Printing/Copying/Mailing Costs, \$490.00, Paralegal Research, \$1,500.00, Consultant Fees, \$2,000.00, and Used Leave Time (126 hours @ \$33.6668 per hour x 102.5 percent), \$4,348.00 totaling, **\$33,398.00** and coupling with the pain and suffering of the Plaintiff, plus additional charges totaling \$1,500,000.00.

21. Buyer was the successful bidder of record for both sales. Both sales ended with Richland County issuing signed orders to vacate the sales (July 30, 2013 and December 17, 2013).

FOR A SECOND CAUSE OF ACTION
PETITION TO REINSTATE ORIGINAL SALE

22. Based upon the information and communication between the seller and the Buyer, Buyer relying upon the Seller knowledge and relationship with the court, begun preparation to purchase the property from the Seller and the new agreed purchase price.


23. Buyer detrimentally relied on the information from the Seller as to the amount and availability of the sale of the property to the Buyer. Buyer's reliance on the negligent misrepresentation of the Seller caused Buyer to suffer severe damages.

24. Because of the Sellers misrepresentation, the successful bidder was severely harmed and serious consequences resulted. Despite clear and convincing law that these sales should not have been set aside due to an error which was no fault of the successful bidder, the sale to the Buyers was cancelled.

By virtue of the fact as referenced above, the seller forfeited its obligation under the sales contract. The Buyer reliance upon the representations given by the Seller and that resulted in the cancellation of the sale by the court.

Accordingly, in addition to and/or in the alternative to the other remedies requested above, Buyer is entitled to reinstatement of the purchase agreement (bid) and the opportunity to purchase the subject property.

WHEREFORE, the Plaintiff prays the Defendant be required to specifically perform their obligations under the terms of the agreement and complete the transfer of the subject property to the Buyer; or, in the alternative be awarded a judgement against the Defendant in the amount of the damages to be determined by the trier of the facts.


Willie Zimmerman Pro Se, Plaintiff
P. O. Box 2013
Irmo, South Carolina 29063
(803) 466-1372

May 31, 2016
Columbia, South Carolina

Richland County Common Pleas

Clerk : Jeanette W. McBride
 Richland County Judicial Center
 Columbia, SC 29201
 (803) 576-1999

Received From: Zimmerman, Willie

Date: 6/ 1/2016
 Receipt #: 208818
 Clerk: METTSB

Paying for: Self
 Transaction Type: Payment
 Payment Type: Cash \$150.00
 Total Paid: \$150.00

Reference #:
 Comment:

Total Received: \$150.00
 Change Due: \$0.00

Non-Refundable

Case #	Caption	Previous Balance	Amount Paid	Balance Due	S/T
2016CP4003431	Willie Zimmerman vs Bank Of America	\$150.00	\$150.00	\$0.00	199

Total Cases:	1	\$150.00	\$150.00	\$0.00	
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