

STATE OF SOUTH CAROLINA)
COUNTY OF BARNWELL)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT

Quicken Loans, Inc.)

Case No.: 2015-CP-06-00277

Plaintiff)
RECEIVED

vs.)

OCT 16 2018

**ORDER GRANTING PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT
AND DENYING DEFENDANT'S MOTION
FOR JUDGMENT**

Lisa Bolen,)

SC Court of Appeals

Defendant.)

This matter comes before the Court on competing motions for summary judgment, both filed on April 24, 2017. Plaintiff Quicken Loans, Inc.'s (hereinafter "Quicken") moves for summary judgment as to all of Defendant Lisa Bolen's (hereinafter "Bolen") counterclaims and affirmative defenses. Bolen moves for partial summary judgment for violation of South Carolina's Attorney Preference Statute—Unconscionability, and her affirmative defense for the unauthorized practice of law (hereinafter "UPL") Motion to Dismiss Defendant Lisa Bolen's Counterclaims in Part and to Strike Defendant's Affirmative Defenses in Part. A hearing was held in Barnwell County on June 5, 2017. Brian Barnwell, Esq. was present on behalf of Plaintiff. Daniel W. Williams, Esq. C. Bradley Hutto, Esq., Steven W. Hamm, Esq. and Charles L. Dibble, Esq. were present on behalf of Defendant. After through deliberation and consideration of the pleadings, review of the law, arguments of counsel, and documents in support of and in opposition to the competing motions, this Court GRANTS Quicken's Motion for Summary Judgment and DENIES Bolen's Motion for Summary Judgment.

ALLEGATIONS

On January 23, 2012, Bolen executed a note in the amount of \$50,500 in favor of Quicken secured by a lien on property in Williston, South Carolina. The note had a fixed interest rate of 3.75%, a fifteen year term, and monthly principal and interest payments of \$367.25. The loan

provided Bolen with money needed for home repair and medical expenses. Bolen made the agreed-upon payments for three years.

On August 14, 2015, Quicken filed a foreclosure complaint alleging that Bolen defaulted on the subject mortgage loan as of February 1, 2015. On February 9, 2017, Defendant filed an Amended Answer and Counterclaims. Defendant asserts a counterclaim against Plaintiff for an alleged violation of S.C. Code Ann. § 37-10-102(a) ("The Attorney Preference Statute").

Defendant's counterclaim alleges that, when Defendant applied for her mortgage loan, on or December 1, 2011, Plaintiff provided her with an Attorney/Insurance Preference Checklist ("AIP Checklist"). The AIP Checklist provided the following disclosure, which is the language used in the South Carolina Department of Consumer Affairs' statutorily provided exemplar form:

I (We) have been informed by the lender that I (we) have a right to select legal counsel to represent me (us) in all matters of this transaction relating to the closing of the loan.

Plaintiff claims its mortgage bankers are prompted by its workflow software, Amazing Mortgage Process (hereinafter "AMP") to ask a question about whether the borrower has a preference as to an attorney. According to Jeremy Potter, Associate Counsel for Quicken, AMP prompts Quicken's banker to ask the following question: "Will the borrower select legal counsel to represent them in this transaction?" (Potter Declaration 3: 10). If the client, in this case Bolen, responds "no" the attorney preference form is pre-populated to read: "I/We will not use the services of legal counsel." (Potter Declaration 3: 14; 4: 14). Further, if a client in South Carolina, such as Bolen, expresses a preference for a particular attorney to close the loan, the AIP Checklist will state "Please contact Lender with Preference." (Potter Declaration 3: 14). Apparently, this can be done either by orally telling the mortgage banker or writing the preference on the AIP Checklist.

There is no indication in the record that Bolen ever requested an attorney, instead it is clear that she “never asked.” (Bolen Deposition 92: 12-14). Bolen electronically signed the AIP Checklist at 6:27 PM on December 1, 2011 indicating she would not use the services of legal counsel. She then electronically signed the same document eight minutes later, at 6:35 PM, stating that she had selected Allstate Insurance. Bolen then electronically submitted the form to Quicken.

The mortgage loan was closed by Stacey E. Pope (Besser), a licensed South Carolina attorney in good standing. (Besser Deposition 4: 20-22; 58: 1-4). The record reflects that Bolen agreed to have Ms. Besser represent her at the closing. (Besser Deposition 55: 2-A; Ex. 11).

Defendant alleges that the printed statement on the AIP Checklist violated the Attorney Preference Statute. Based on these allegations, Bolen asserts a counterclaim for Violation of Attorney/Insurance Statute—Unconscionability seeking remedies under Sections 37-10-105(A), (C) and (D). In addition, Bolen seeks a counter claim for accounting and affirmative defenses against Quicken of engaging in UPL and contends that it should be barred from obtaining the equitable relief of foreclosure. She also asserts an affirmative defense to have the mortgage reformed so that it encumbers a different lot that she owns. Both Quicken and Bolen moved for summary judgment as to their respective claims.

STANDARD OF REVIEW

Where cross motions for summary judgment are filed, the parties concede the issue before us should be decided as a matter of law. Wiegand v. U.S. Auto. Ass'n, 391 S.C. 159, 163, 705 S.E.2d 432, 434 (2011). The purpose of summary judgment is to expedite the disposition of cases that do not require the services of a fact finder. Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003). A motion for summary judgment should be granted where the Court is satisfied that “there

is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Rule 56(c) SCRC.P.

In determining whether any triable issues of fact exist, as required to support summary judgment, court must view evidence and all inferences which can be reasonably drawn therefrom in light most favorable to nonmoving party. Hedgepath v. Am. Tel. & Tel. Co., 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001). Once the moving party carries its initial burden, the opposing party must come forward with specific facts showing that there is a genuine issue for trial. Id. at 354. “In order to withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence.” Hancock v. Midsouth Mgmt. Co., Inc., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

DISCUSSION

I. The Attorney Preference Statute

According to the National Association of Realtors, 5.51 million existing homes were sold in 2017.¹ According to Federal Reserve’s Survey of Consumer Finances, in 2016 63.7 % of families owned their primary residence.² Therefore, our laws require that whenever the primary purpose of a loan, secured in whole or part by a lien on real estate, is for personal, family or household purpose: the “creditor must ascertain prior to closing the preference of the borrower as to the legal counsel that is employed to represent the debtor in all matters of the transaction related to the closing of the transaction relating to the closing of the transaction...” S.C. Code Ann. § 37-10-102(a).

¹ See, <https://www.nar.realtor/research-and-statistics/quick-real-estate-statistics>.

² See, <https://www.federalreserve.gov/publications/files/scf17.pdf>.

The purpose of the so called Attorney Preference Statute is to protect consumers. Camp v. Springs Mortg. Corp., 310 S.C. 514, 516, 426 S.E.2d 304, 305 (1993). This Court agrees with our statutory framework that, at the very least, a buyer should have independent and professional personal representation when purchasing and mortgaging real property. In other words, consumer protection should not be foregone in the interest of expediency.

For most people, purchasing a home is the biggest financial investment of their lifetime. The attorney representing the buyer/mortgagor should be independent. There should be no ties to the mortgagee, Quicken, or any other lender. When an attorney's livelihood is tied to repeated representation recommended by Quicken or any other lender, it creates the appearance of impropriety and in particular raises questions as to whose interest the attorney is really serving.

Furthermore the attorney representing the mortgagor should be professional. Professional services are only provided by an attorney representing the client mortgagor during the entire transaction and not just a part of it. Professional representation is not performed piecemeal. Attorneys are not making widgets or cans. An attorneys should be providing comprehensive service to their client, the mortgagor. When professional tasks, i.e. title searching, closing, etc., are divided among different attorneys, no one attorney is responsible for the entire land transaction. Professionals should provide complete service by managing the entire loan closing process.

Finally by providing timely, independent and professional services to a client/mortgagor, the attorney provides personal representation to a mortgagor who has virtually no bargaining power in the loan application process. An attorney should not give the appearance of representing a huge mortgage closing operation where the company calls all of the shots: these are the rates, these are the documents that must be signed if the mortgagor wants a loan and these are the obligations to which the mortgagor must adhere to comply with the loan. At the very least every

mortgagor, when making the largest financial decision of her life, should have independent, professional and personal representation by a closing attorney of her own choosing.

This Court is inclined to believe that the piecemeal parceling of an attorney's work product is not the proper or professional manner in which land transactions or closings should be handled. Nevertheless, in a recent case the South Carolina Supreme Court found that during Quicken's loan transaction process, "[e]ach borrower is informed that he or she has the right to select legal counsel to represent him or her in the transaction and asked whether he or she has a preference as to a specific attorney." Boone v. Quicken Loans, Inc., 420 S.C. 452, 456, 803 S.E.2d 707, 709 (2017), reh'g denied (Sept. 13, 2017). That case was decided with the same corporate entities and practices presently before the Court.

In Boone, the Court found that the attorneys involved in the challenged transactions had maintained their independence and were not controlled by either Quicken Loans or Title Source in the exercise of their professional judgments. Because our record does not reflect otherwise, this Court is compelled to make the same finding here and holds that Quicken complied with the Attorney Preference Statute. Therefore, Quicken is entitled to summary judgment on Bolen's counterclaim.

A. Quicken Loans complied with the statute during the application call.

"The allegation statements or admissions contained in the pleading are conclusive as against the pleader. It follows that a party cannot subsequently take a position contradictory, or inconsistent with, his pleadings....Evidence contradicting such pleadings is inadmissible." Elrod v. All, 243 S.C. 425, 437, 134 S.E.2d 410, 416 (1964). In accordance with Boone, this Court finds that Quicken complied with the statute during the call with Bolen. In both her counterclaims and motion for summary judgment, Bolen states she was asked the following question: "Will the

borrower select legal counsel to represent them in this transaction?” (Amend. Answer & Countercl. ¶ 77; Def.’s Mem. In Supp of Mot. For Summary Judgment pp. 5 & 7). Bolen answered by saying “No.” (Amend. Answer & Countercl. ¶ 77; Def.’s Mem. in Supp. of Mot. for Summary Judgment pp. 6-7.) “ As noted above, Quicken’s employee Jeremy Potter explained that, pursuant to its policies and procedures, Bolen’s application with Quicken could not have been processed without the mortgage banker asking whether Bolen would select an attorney to represent her. Bolen responded “no.” Thus, Bolen did not have a preference for an attorney, and Quicken ascertained that prior to closing consistent with the statute. See S.C. Code Ann. § 37-10-102; Boone, 420 S.C. at 462.

B. The AIP Checklist provided by Quicken satisfies both of the safe harbors in the Attorney Preference Statute.

The Attorney Preference Statute does not require the creditor to obtain anything in writing to comply with the statute. See S.C. Code Ann. § 37-10-102. It does contain two optional safe harbor provisions:

The creditor may comply with this section by:

- (1) including the preference information on or with the credit application so that this information shall be provided on a form substantially similar to a form distributed by the administrator; or
- (2) providing written notice to the borrower of the preference information with the notice being delivered or mailed no later than three business days after the application is received or prepared. If a creditor uses a preference notice form substantially similar to a form distributed by the administrator, the form is in compliance with this section.

Id.

Again, in accordance with Boone, this Court finds that Quicken complied with the first of these when it provided the preference information on the AIP Checklist to Bolen along with her

credit application. This Court also finds that the second of these safe harbors was properly adhered to when Quicken delivered the notice, in writing, the same day that the application was received and prepared.

Although Bolen takes issue with the pre-populated form's language "I/we will not use the services of legal counsel," that phrase simply reflects Bolen's lack of a preference. It does not take away her choice. Again, it simply states that she has not expressed a need for specific representation. Nothing in the law requires Quicken to provide Bolen with a list of available attorneys. Accordingly, the Court finds that Quicken has complied with the Attorney Preference Statute.

C. Ascertaining the Attorney Preference at Closing

Bolen also asserts that Quicken improperly ascertained the attorney preference at closing. Quicken maintains that Bolen signed Attorney Pope's "Borrower Certification" at closing and did not make a written expression as to her preferred counsel. This court agrees with Bolen that it is the responsibility of the lender, not the closing attorney, to ascertain the attorney preference, and that closing completed by an attorney hired by Title Source calls into question the independence of the attorney. Sneed v. Homebridge Mortg. Bankers Corp., No. 6:09-CV-02315-JMC, 2010 WL 4053605, at *1 (D.S.C. Oct. 14, 2010); In re Breckenridge, 416 S.C. 466, 477, 787 S.E.2d 466, 471 (2016), reh'g denied (July 18, 2016), and holding modified by Boone v. Quicken Loans, Inc., 420 S.C. 452, 803 S.E.2d 707 (2017).

A lender must comply with the borrower's preference as to legal counsel prior to the closing. S.C. Code Ann. § 37-10-102. This necessarily includes the title search and preparation of documents or direct supervision of the same. For the statute to have meaning, the preference must

be ascertained in sufficient time for the attorney selected by the borrower to be employed to perform these tasks.

Our Supreme Court held in Boone that Quicken's operations are in compliance with the statute. Boone v. Quicken Loans, Inc., 420 S.C. 452, 467, 803 S.E.2d 707, 715 (2017), reh'g denied (Sept. 13, 2017). Like the attorneys in Boone, the closing attorney in this case reviewed the closing documents and was physically present to answer Bolen's questions. Therefore, this Court finds that Quicken remained in compliance with the statute and our current jurisprudence when it ascertained Bolen's attorney preference again at but before the final closing.

II. Unconscionability / UPL

Under S.C. Code Ann. § 37-10-105(C), if the Court finds that an agreement or transaction is unconscionable pursuant to § 37-5-108 at the time it was made, or was induced by unconscionable conduct, the Court may refuse to enforce the agreement, disgorge the lender of the finance charge, award double the amount of excess finance charges, and award attorneys' fees. S.C. Code Ann. § 37-10-105(C). Under South Carolina law, unconscionability is defined as "the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them and no fair and honest person would accept them." York v. Dodgeland of Columbia, Inc., 406 S.C. 67, 85 (Ct. App. 2013).

South Carolina law thus requires both procedural and substantive unconscionability. See Fanning v. Fritz's Pontiac-Cadillac-Buick, Inc., 322 S.C. 399, 403 (1996) (dismissing unconscionability claim where plaintiff could only establish substantive unconscionability but not procedural unconscionability). Substantive unconscionability exists when a loan contract contains "oppressive, one-sided terms . . . [that] no reasonable person would make and no fair and honest

person would accept." York, 406 S.C. at 88. Procedural unconscionability does not exist unless there is an "absence of meaningful choice on the part of one party due to one-sided contract provisions." Id. at 85.

Bolen's request for unconscionability remedies is largely based on her assertion that Quicken engaged in UPL when it originated her loan. Again, in Boone, the Supreme Court found that "South Carolina attorneys were involved at every critical step of [Quicken Loan's] transactions, as required by our precedents. Boone, 420 S.C. at 455. The Court held, therefore, that Quicken has not engaged in UPL in South Carolina.

There is nothing in § 37-10-105(C) to suggest that UPL could not support a claim for unconscionability. Tilley v. Pacesetter Corp., 333 S.C. 33, 40, 508 S.E.2d 16, 19 (1998) (holding that the remedies found in section 37-5-202 are not the exclusive remedy for a violation of the attorney preference provisions in regard to consumer credit sales). However, because UPL was the basis of Bolen's argument, and because the Supreme Court has found no UPL occurred, Bolen's request for unconscionability remedies necessarily fails as a matter of law.

A. The loan is not substantively unfair as a matter of law

Necessarily, this Court must determine, as a matter of law, whether the transaction was so one-sided making it fundamentally unfair. Simpson v. MSA of Myrtle Beach, Inc., 373 S.C. 14, 25, 644 S.E.2d 663, 668 (2007). Unquestionably, Quicken is in a superior bargaining position and possesses greater knowledge and understanding of the mortgage loan process.

Substantive unconscionability refers to whether an agreement contains "oppressive, one-sided terms...[that] no reasonable person would make them and no fair and honest person would accept" York v. Dodgeland of Columbia, Inc., 406 S.C. 67, 87-88, 749 S.E.2d 139, 149-50 (Ct.

App. 2013). At the outset, this Court finds that the loan at a fixed rate of 3.75%, with a fifteen year term, and a principal and interest payment of \$367.25 per month is not unreasonable.

In keeping with the holding in Boone, I find that neither are the allegations of violation of attorney preference such that would make the deal unconscionable. See, ex Mosley v. Quicken Loans, Inc., No. 1:16-CV-00384-JMC, 2016 WL 3551999, at *4 (D.S.C. June 30, 2016) (holding Plaintiff's complaint not legally sufficient to support an entitlement to relief based on unconscionability). Because Bolen's preference of the closing attorney did not render the loan contract or transaction substantively unconscionable, summary judgment against her relief under Section 37-10-105(C) is proper.

B. The loan is not procedurally unconscionable as a matter of law

Section 37-5-108 requires consideration be given as to whether the seller, lessor, or lender knowingly has taken advantage of the inability of the consumer to protect her interests by reason of physical or mental infirmities, ignorance, illiteracy, inability to understand the language of the agreement, or any other similar factors. S.C. Code Ann. 37-5-108(4)(a)(iv).

The record reflects that Bolen is educated and experienced in real estate transactions. This was not her first mortgage loan process as she owns several rental properties. However, this Court agrees with the Defendant that Quicken's pre-populating the form can also be compared to a contract of adhesion since it gives the borrower no options. When the form is pre-populated, the right to choose is taken away. However, just because the borrower has no ability to make her preference on the form, Quicken is not automatically held to have negatively impacted the terms of the loan contract or transaction.

Testimony from the Boone case shows that the terminology utilized to complete the Bolen checklist was exactly the same language employed to complete the preference forms in other

Quicken transactions. Although Bolen did not choose her counsel, Boone only requires an independent attorney review. See Boone, 420 S.C. at 467. Thus, the question is how independent is an attorney chosen by Quicken? In accordance with Boone, this Court finds the loan documents were adequately reviewed (and could have been corrected if necessary) by a licensed attorney prior to closing. Therefore, because Bolen cannot show that the mortgage loan was unconscionable, this Court finds that Quicken is entitled to summary judgment as to Defendant's claims under Section 37-10-105(C).

Furthermore, Bolen did not decide to and apply for, and eventually enter into, the loan based solely on the identity of the closing attorney. Thus, the ability (or inability) to express a preference cannot establish unconscionable inducement. That said, this was not a one-time-only occurrence, unique to Plaintiff's loan transaction. Rather, this is how Quicken handles all of its South Carolina mortgage loan transactions. Still, and as stated supra, our Supreme Court has held that Quicken's process does not constitute UPL and therefore are not unconscionable. Similarly, this Court finds that the pre-populated form does not act as a waiver under Section 37-1-107 as Quicken's actions in this State have been found proper by our highest court. Therefore, Quicken is entitled to summary judgment.

III. Defendant's claim for Accounting and Reformation of the Mortgage

Plaintiff's moves for summary judgment as to Defendant's counterclaim for an accounting and reformation of the mortgage. Primarily, Plaintiff believes Quicken owed no fiduciary duty and therefore the Defendant has no adequate remedy at law. Plaintiff also asserts that there is no evidence to support the mortgage reformation counterclaim.

A. Counterclaim for Accounting

Generally, an accounting is only available when a party is without an adequate remedy at law. Nutt Corp. v. Howell Rd., LLC, 396 S.C. 323, 328, 721 S.E.2d 447, 450 (Ct. App. 2011); See also, Farley v. Matthews, 168 S.C. 294, 167 S.E. 502, 503 (1933) (referring matter to special referee for testimony and to determine the issues of law and fact where accounting was too complicated for an ordinary jury). The Defendant is entitled to an accounting in equity “where a fiduciary relation exists between the parties, and the duty rests upon the defendant to render an account.” Farley v. Matthews, 167 S.E. at 504. A fiduciary relationship may be created when one undertakes to advise their customer as a part of the services offered. Hotel & Motel Holdings, LLC v. BJC Enterprises, LLC, 414 S.C. 635, 653–54, 780 S.E.2d 263, 273 (Ct. App. 2015) (holding such a relationship charges a bank with the duty to disclose material facts which may affect its customers' interest).

Here, Bolen’s counterclaim seeks an accounting of all monies received by Quicken or paid to third parties in connection with her loan. Plaintiff says there is no fiduciary relationship existing between it and the Defendant, and there is no duty resting upon it to render an accounting to the Defendant. What Bolen seeks is typical in a mortgage foreclosure. See S.C. Code Ann. § 36-9-210. She would be owed the information if a fiduciary relationship exists. As mentioned supra, the record in this case reflects that the closing attorney had Bolen agree to the representation and that the attorney would have advised her accordingly. Because genuine issues of fact remain on the issue, summary judgment is not proper at this time.

B. Reformation of the Mortgage

Bolen’s loan application stated that she wanted to encumber “LTS 1&2 BLK 2 S-6-163” in Williston, South Carolina. The property address was listed as 2450 Lake Drive, Williston, South

Carolina. The Barnwell County Tax Assessor Office's records confirm that lots 1 and 2 on Block 2 are consolidated under the Parcel Number identified in the Mortgage.

Defendant alleges the Mortgage should have encumbered Lots 1 & 7 of Block 2 instead. Bolen must show a "mutual mistake... whereby both parties intended a certain thing and by mistake in the drafting did not get what both parties intended." Commercial Union Assur. Co. v. Castile, 283 S.C. 1, 4, 320 S.E.2d 488, 490 (Ct. App. 1984). Although Lot 7 of Block 2 is on an entirely different street and is identified under its own unique tax Parcel Number, questions of fact remain as to whether Bolen intended the Mortgage to encumber Lot 7 at the time of closing. Therefore, summary judgment is improper on this issue.

IV. Statute of Limitations

Next, Plaintiff asserts that the three-year statute of limitations for bringing an attorney preference action has expired. Section 37-10-105 provides, in pertinent part, the following:

No debtor may bring a cause of action for violation of this chapter more than three years after the violation occurred, except as set forth in subsection (c) This subsection does not bar a debtor from asserting a violation of this chapter in an action to collect a debt which was brought more than three years from the occurrence of the violation as a matter of defense by recoupment or set-off in such action.

Id. (emphasis added). This Court previously addressed this question in its Order denying *Plaintiff Quicken Loans, Inc.'s Motion to Dismiss Defendant Lisa Bolen's Counterclaims in Part and to Strike Defendant's Affirmative Defenses in Part*, filed May 17, 2017.

"Since the attorney preference claim in this case is asserted as a defense/counterclaim, the three-year statute of limitations is inapplicable. Further, the literal reading of the statute provides that the statute of limitations for violating § 37-10-102 to be three years, "except as set forth in subsection (c)." Subsection (c) relates to unconscionability. Therefore, the three-year statute of limitations would not apply to situations where unconscionability is found."

Thus, the three year statute of limitations is inapplicable in this case.

CONCLUSION

Accordingly, and for the reasons stated above, IT IS THEREFORE ORDERED that Plaintiff's Motion for Summary Judgment as to Defendant's counterclaims for Violation of Attorney Preference Statute—Unconscionability, and the affirmative defense of the Unauthorized Practice of Law is GRANTED. Plaintiff's Motion for Summary Judgment as to Defendant's counterclaims for an accounting and for reformation of the mortgage are DENIED.

It is FURTHER ORDERED that Defendant's Motion for Summary Judgment is DENIED.

AND IT IS SO ORDERED.

Edgar W. Dickson
Presiding Judge, Second Judicial Circuit

_____, 2018
Orangeburg, South Carolina



Barnwell Common Pleas

Case Caption: Quicken Loans Inc. VS Lisa Bolen
Case Number: 2015CP0600277
Type: Order/Summary Judgment

So Ordered

s/ Edgar W. Dickson #2153

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
1320 Main Street / 17th Floor / Columbia, SC 29201
Tel: 803.799.2000 Fax: 803.255.5944
www.nelsonmullins.com

Brian M. Barnwell
Tel: 803.255.9233
Fax: 803.255.5944
brian.barnwell@nelsonmullins.com

October 16, 2018

Hand Delivered

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED
OCT 16 2018
SC Court of Appeals


RE: Quicken Loans, Inc. v. Wayne D. Wilson, et al.
Civil Action No. 2015-CP-06-00070
Appellate Case No. 2016-001214
Our File No. 42677/01510

Dear Ms. Kitchings:

Pursuant to Rule 208(b)(7), SCACR, Appellant Quicken Loans Inc. ("Quicken Loans") hereby files this supplemental citation letter. The decision of the South Carolina Court of Common Pleas for Barnwell County in *Quicken Loans, Inc. v. Bolen*, No. 2015-CP-06-00277 (S.C. Ct. Common Pleas Oct. 4, 2018)¹ is hereby brought to the attention of the Court and is attached hereto for the Court's convenience.

The *Bolen* decision relates to the following issues: (1) whether Quicken Loans complied with S.C. Code Ann. § 37-10-102 when it originated the subject mortgage loan and (2) whether the subject mortgage loan is unconscionable pursuant to S.C. Code Ann. § 37-10-105(C).

Very truly yours,


Brian M. Barnwell

¹ At the time of this submission, Defendant Bolen's motion to reconsider was pending but not decided.

The Honorable Jenny Abbott Kitchings

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October 16, 2018

cc: C. Bradley Hutto, Esquire
Steven W. Hamm, Esquire
Daniel W. Williams, Esquire
Charles L. Dibble, Esquire