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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge
Maite Murphy, Circuit Court Judge

Appellate Case No. 2020-000935

Portfolio Recovery Associates, LLC
Assignee of Synchrony Bank/HH Gregg

Respondent,

v.

Jennifer Campney

Appellant.

and

Jennifer Campney

Third-party Plaintiff

v.

Cooling & Winter, LLC

Third-party Defendant,

Of whom Jennifer Campney is the Appellant

FINAL REPLY BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

Although Respondent has not filed any cross-appeal in this case, Respondent attempts to restate the issues on appeal differently from the way that they were stated by Appellant. Appellant respectfully requests that the court accept Appellant's statement of the issues on appeal.

STATEMENT OF THE CASE

The Statement of the Case portion of a brief "... shall not contain contested matters...." Rule 208(b)(1)(C), SCACR. Respondent's Statement of the Case contains contested material regarding the testimony of its witness, Larry Andrews. (Respondent's Brief, p. 3). In particular, it fails to note that Mr. Andrew's competence to testify to these matters was objected to during the trial, as well as objections to all of Respondent's exhibits, which were admitted over objection by the trial court. Respondent also argues in its Statement of the Case that Synchrony Bank "sent" (meaning "mailed") account statements to Appellant (without identifying which ones were mailed). *Ibid.* To the extent that any of Respondent's arguments in its Statement of the Case constitute "contested material" that should not appear in this portion of its brief, Appellant respectfully requests that this court either strike or disregard those arguments. However, to the extent that the court finds these arguments to be proper, Appellant responds to them here or in the pertinent sections of either this Reply Brief or Appellant's Final Brief. To the extent that Respondent argues that the presence of Appellant's mailing address on the account statements constitutes proof of mailing, that argument was foreclosed by an unappealed final order in the lower court, where the circuit court judge, sitting as an appellate court in an appeal of a magistrate court summary judgment order against Appellant, ruled that the record (including

those account statements) did not prove presentment of those statements to Appellant. (R. p. 4). To the extent that Respondent relies upon Larry Andrews' testimony that such account statements were normally mailed to account holders (R. p. 161, ll. 13-20), his competence to testify to this fact (as a custodian of records for PRA, not Synchrony Bank) was objected to by Appellant (R. pp. 38-40, and R. p. 157, l. 20 – p. 159, l. 20). Also, even if the court were to find that he established the fact that such account statements were normally mailed to account holders by Synchrony Bank, he admitted that he had no personal knowledge that the account statements on this account were actually mailed to Appellant (R. p. 190, l. 2 – p. 191, l. 11). Regarding Respondent's contention that Appellant corroborated the mailing of these account statements, it should be noted that the question asked of Appellant on cross-examination was only stated as "[d]id you get the billing statements from HH Gregg" without identifying which statements were being referred to. Also, Appellant stated that she had been having trouble with her mail being delivered, and that she didn't remember actually having received any of the particular account statements submitted into evidence by Respondent, including the last one submitted by Respondent showing the alleged balance owed on the account. (R. p. 252, l. 21- p. 253, l.18.)

ARGUMENTS

1. THE TRIAL COURT ERRED WHEN RULING THAT APPELLANT WAS LIABLE TO RESPONDENT IN THE AMOUNT OF $4,236.78, PLUS COSTS, UNDER AN ACCOUNT STATED CAUSE OF ACTION

A. THE ACCOUNT STATED CAUSE OF ACTION IS INAPPLICABLE TO THE COLLECTION OF CONSUMER CREDIT CARD DEBT

Appellant incorporates by reference her arguments on this issue as originally stated in her Final Brief, and responds to any additional arguments raised in Respondent's Final Brief below.

Appellant and Respondent appear to disagree about the appropriate standard of review of

an Account Stated cause of action, as Appellant cites authority that it is a type of contract action and therefore a question of law, whereas Respondent believes that it is an equitable action, with a broader scope of review. This court will have to make that determination. If Respondent is correct, then that only increases the scope of the appellate court's review of this issue.

Respondent argues in its Brief that the case of *Huggins v. Commercial & Sav. Bank*, 140 S.E. 177, 181 (1927) stands for the proposition that the account stated doctrine has been expanded in South Carolina to accounts between merchants and consumers. Respondent quotes from this case as follows: "***Formerly*** it was the rule that accounts stated existed only between merchants." (emphasis added by Respondent) *(Ibid.*). However, this quote is incomplete. After that sentence, the court stated "Gradually, the doctrine was extended in many jurisdictions to all classes of **businessmen**. (emphasis added) (*Ibid.)*. Note both that the court only said "many jurisdictions," not South Carolina, and also that the doctrine was only extended between businessmen, not between merchants and consumers, and Appellant is a consumer. Note further at the bottom of the same page that our state Supreme Court states "[w]e have failed to find a case in our reports that holds, or even indicates, that the principle of accounts stated as between a bank and its depositor has ever been recognized in South Carolina. In the citation of authority of the appellant and respondent, no case so holding is pointed out." *(Ibid.)* On the next page of the *Huggins* opinion, the court goes on to indicate that there has been no legislative expansion of the account stated doctrine in South Carolina, and no precedent on this issue in our state. The court then holds as follows: "[u]nder all the circumstances, the rule that the statement of a depositor's account with his bank should become an account stated for failure of the depositor to interpose objection thereto within a reasonable time is not consistent with justice and the relations existing

between those classes of **business** people.(emphasis added) (*Id* at 182). Note that our Supreme Court was not even considering expanding the doctrine between merchants and consumers, only between a bank and its commercial depositors, and even then the Supreme Court rejected that proposition. Interestingly, the Supreme Court in *Huggins* was only considering expanding the accounts stated doctrine between business people due to lack of objection within a reasonable time after presentment of the account statement to the depositor, which is not the reason in this case that Respondent claims an account stated exists between the parties.

Respondent also argues that the case of *Gwathmey v. Burgiss*, 88 S.E. 816, 817 (1916) supports its contention that the account stated doctrine should apply between merchants and consumers, but this is incorrect. First, note that both Mr. Gwathmey and Mr. Burgiss were businessmen trading on the New York Cotton Exchange, so any holding regarding consumer accounts would merely be dicta. Second, although the Supreme Court does state that "[t]he trend of modern decisions is to open the doors to persons other than merchants," (*Ibid.)* the court doesn't cite any authority for this proposition, so it is unclear what was meant. Based on the *Huggins* case, which the court decided nine years later, it is likely that the court was referring to the same trend noted in that case, which was to expand the account stated doctrine in some parts of the country to accounts between a bank and a depositor, but even after considering this trend for nine years, the court rejected any expansion of account stated doctrine. There is certainly no authority cited in this opinion for expanding the account stated doctrine between merchants and consumers, and even between the merchants in the *Gwathmey* case, the court found that no implied account stated existed, since there was not a sufficient lapse of time after presentment of the account statement for one to have been created due to lack of objection by the commercial

account debtor, which amount of time the court stated was 2-3 years after presentment. *(Ibid.)* Interestingly, lack of objection after 2-3 years is the only type of implied account stated that has been recognized in South Carolina, which hasn't been argued by Respondent in this case.

Regarding other cases cited summarily by Respondent in support of its contention that the account stated doctrine should be expanded between merchants and consumers, Respondent cites *Brown v. Rogers*, 56 S.C. 180, 182, 56 S.E. 680, 681 (1907). This case involved a court appointed special referee (a businessman) who was tasked with settling the affairs of two partners in a partnership, who were also both businessmen, so this case does not support Respondent's argument. In addition, the court found that no account stated was created since there was no evidence that the partner agreed that the account as stated by the special referee was correct, which is the same as the facts in this case. Respondent also cites *Wakefield v. Spoon*, 100 S.C. 100, 106, 84 S.E. 418, 420 (1915), which Appellant addressed in her MSJ, which was incorporated by reference into her Brief (R. p. 29 and Appellant's Final Brief, p. 7). This case, which Appellant thought was the seminal case in this state on account stated prior to learning about the *Brown* case referenced above when cited in Respondent's Brief, does not support Respondent's argument, since this suit appears to have been between a fertilizer supply company and a commercial fertilizer salesman (*Id* at 419). In any event, no account stated was found to exist in that case, since "[t]he fertilizers were sold and delivered at separate days. There were many payments made by defendant on separate days. There is no evidence that the defendant acknowledged any statement of the account to be true, and to be then due. There is no testimony that the defendant was furnished with a copy of the account before the action was begun." (*Id* at 420), which is very similar to the facts of this case, except that a consumer is involved instead of businessmen. Respondent also cites *E. Sternberger Co. v. Summerford*, 134 S.C. 63, 131 S.E. 322 (1925), which involves a merchant

lender and a commercial cotton farmer (who also appears to have speculated in the commodity market without success), both of whom are businessmen, and doesn't support Respondent's argument. Interestingly, an express account stated was found to have existed in that case, due to multiple written acknowledgements of the amount owed by the farmer, including signing chattel mortgages and writing letters to the plaintiff acknowledging the amount due, and requesting forbearance, neither of which happened in this case. Respondent also cites *Lowndes v. McCabe Fertilizer Co.*, 157 S.C. 371, 377–81, 154 S.E. 641, 643–44 (1930), which involved a suit by an employee against his insolvent employer (another fertilizer company) based on an express account stated for back salary owed and for a loan that the employee had made to the company while it was insolvent to help the company cover its payroll. It appears that this case also does not support Respondent's argument, since not only was the employee far more sophisticated than a normal consumer, having created an express account stated with an insolvent corporation, but, more importantly, the party sought to be charged liable on the account stated was not a consumer, but was instead a corporation involved in the business of making fertilizers. Finally, Respondent cites *Burnett Dubose Co. v. Starnes*, 284 S.C. 196, 197, 324 S.E.2d 651, 652 (Ct. App. 1984) in support of its argument, which involved a suit between a merchant and an individual, whom the merchant claimed owed them over $24,000 back in 1984. There is no indication that this was a consumer debt, and given the large amount owed back in 1984 for unknown merchandise purchased by Starnes, it cannot be assumed that Starnes was a consumer. In any event, the trial court found an express account stated between the parties, with interest at the rate stated in S.C. Code § 34-31-20, which ruling was reversed by the Court of Appeals, apparently without remand, due to a written agreement signed by Starnes to pay a higher rate of interest, which doesn't apply in our case, since there was no express written agreement between the parties to pay anything.

Respondent also cites S.C. Code § 34-31-20 in support of its argument, but this Code section only states the amount of interest that accrues on an account stated, which doesn't apply in this case, since no interest was claimed by Respondent, and the Code section doesn't say anything about the elements of an account stated cause of action or the parties to whom it applies. Although Respondent cites cases from other jurisdictions that Respondent claims support the extension of the account stated doctrine to suits on credit card debts, they should not be given any persuasive value, since our appellate courts have been given the opportunity to expand that doctrine to such suits, but have either declined or failed to do so, and neither has our legislature.

On page 7-8 of Respondent's Final Brief, Respondent argues that an account stated is a chose in action, and can therefore be assigned in law or equity. However, Appellant is not aware of Respondent having raised that argument in the trial court, to the best of Appellant's counsel's recollection. To the extent that this argument is an additional sustaining ground for Respondent's assignment argument, then it appears to be proper. *I'on LLC v. Town of Mt. Pleasant*, 338 S.C. 406, 526 SE 2d 716 (2000). However, in the event that this argument is not properly preserved for appeal, then Respondent respectfully requests that this court disregard it.

Respondent claims that its evidence regarding assignment of this account was uncontroverted. It is obvious that Appellant would have no personal knowledge of what Synchrony Bank might have done with her account after they would have decided to sell it to another entity, but Respondent's witness, Larry Andrews, also had no personal knowledge of this account. (R. p. 167, ll. 10-23). His only knowledge came from the documents themselves or training that he had received from the companies that he worked for. (R. p. 170, ll. 17-23). Therefore, if the court agrees with Appellant's arguments regarding why those documents should

not have been admitted into evidence or if those documents are insufficient to prove the necessary elements of Respondent's account stated cause of action, then Respondent is not "undisputedly" the owner of Appellant's account, as Respondent claims in its Brief. (p. 8) (See Appellant's arguments on the exclusion of this evidence (R. pp. 37-40; p. 141, l. 6 – p. 144, l. 21; p. 150, l. 15 – p. 153, l.15), which Respondent incorporates herein by reference.

Appellant claims that Respondent should be limited to proving that an account stated existed between Appellant and Respondent, and not between Appellant and Synchrony Bank, which is not a party to this lawsuit. This contention is based primarily on Respondent's Complaint, par. 5 where Respondent states that the account stated was created between the "parties" (R. p. 85). Synchrony Bank is not and has never been a party to this lawsuit, in spite of the improper inclusion of their name in the caption of this case, which attempts to assume the fact of assignment without proving it. The term "parties" appears in the Complaint, and which parties are involved in this lawsuit is not difficult to determine. "Parties are generally bound by their pleadings and are precluded from advancing arguments or submitting evidence contrary to those assertions." *Johnson v. Alexander*, 413 S.C. 196, 202, 775 S.E.2d 697, 700 (2015).

In footnote 6 of Respondent's Brief, Respondent claims that Appellant has not "assigned as error" the trial court's "implicit conclusion that PRA is the assignee of Synchrony Bank." Apparently, the trial court did not make an explicit finding on that point, but found that an account stated existed between the parties instead. However, Appellant has consistently objected to Respondent's claims that the account was assigned to Respondent from the earliest stages of this lawsuit (R. p. 106, ¶ 4), and continues to do so still based on Appellant's objections to Respondent's evidence of assignment as argued above.

After reviewing Respondent's arguments regarding the *Meredith v. Fretwell, 128 S.C. 267, 269, 122 S.E. 767, 767 (1924)* case, it appears that Respondent is correct that South Carolina supports the proposition than an account stated may be assigned, and Appellant withdraws any argument to the contrary. However, that does not change the language of Respondent's Complaint, which claims the creation of an account stated between Appellant and Respondent, which ultimate fact Respondent should still be required to prove to prevail in its debt collection action.

B. EVEN IF THE ACCOUNT STATED CAUSE OF ACTION APPLIES TO THIS CASE, RESPONDENT HAS FAILED TO PROVE ALL OF THE ELEMENTS OF THAT CAUSE OF ACTION

Appellant incorporates by reference her arguments on this issue as originally stated in her Final Brief, and responds to any additional arguments raised in Respondent's Final Brief below.

Lack of presentment

Respondent claims that Appellant should be deemed to have abandoned all arguments regarding the inadmissibility of the account statements (R. pp. 324-372) other than lack of authentication, but this is incorrect. Appellant also argued that they should be excluded due to the language in Respondent's Complaint stating the the account stated was created between the parties (Appellant's Final Brief, p. 9-10), which makes those statements irrelevant. Appellant also argued relevance of all account statements except the last one allegedly presented to Appellant, since only the last one contained the balance alleged to be due to Respondent (Appellant's Final Brief, p.10). Appellant argued that the presence of the Appellant's address on the statements did not constitute proof of mailing of those statements (Appellant's Final Brief, p.

10), even though the trial court held that "[e]vidence of the Defendant's implied agreement includes the fact that monthly billing statements were mailed to the Defendant, the Defendant made payments, and the Defendant failed to dispute the charges or balance on the statements." (R. p. 12). Appellant also argues lack of personal knowledge of Mr. Andrews and hearsay in her Brief (p. 11-12). Appellant also incorporated her arguments on these issues, and the improper summary issue, by reference to the arguments presented by her at the trial in the Transcript (R. p. 157, l. 23 – p. 160, l. 3) (Appellant's Final Brief, p. 10).

Regarding Respondent's allegation that Mr. Andrews properly authenticated the Synchrony Bank account statements, Respondent argues that *Deep Keel, LLC v. Atl. Private Equity Grp.,LLC, 413 S.C. 58, 64–69, 773 S.E.2d 607, 610–13 (Ct. App. 2015)* supports allowing Mr. Andrews to authenticate the Synchrony Bank records, but this is incorrect. *Deep Keel* should be limited to its facts. In that case, the assignee of the account (Deep Keel) was a single member LLC, owned by Scott Bynum. Mr. Bynum negotiated the purchase of the loan personally from the assignor, and personally reviewed the original loan documents while they were in the assignor's possession before purchasing the loan. He also testified that the loan documents that he was attempting to authenticate were the same ones that he had reviewed while they were in the assignor's possession.(*Deep Keel* at 65). However, in this case, Mr. Andrews had no personal knowledge of these documents, and knew nothing about them while they were in Synchrony Bank's possession, and only knew that they had been found by him in Respondent's computer files. He was unable to verify that they were the same versions of these documents that resided in Synchrony Bank's files, since he was never a Synchrony Bank employee, and never worked in the Synchrony Bank department that created these records (R. p. 169, l. 18 – 24; p. 170, l. 17 -23;

p. 171, l. 15 – p. 172, l. 6; p. 174, l. 21 – p. 176, l. 19). Therefore, Mr. Andrews' knowledge of the authenticity of these Synchrony Bank records was not similar to Mr. Bynum's in *Deep Keel* and he should not be allowed to authenticate them. Respondent seems to believe that the mere fact that these Synchrony Bank records were found in Respondent's computer system should be sufficient to allow him to authenticate them, but that is not what *Deep Keel* holds. However, *Deep Keel* raises another problem for Respondent, in regards to Appellant's argument that these account statements were inadmissible hearsay. In the *Deep Keel* case, the court found that the Note, Mortgage, and contracts were not hearsay, since they were not offered to prove the truth of the matter asserted *(Deep Keel* at 70*),* but in this case the account statements were offered to prove the amount owed on the account, which violates *Deep Keel's* exception to the hearsay rule. Also, the court in *Deep Keel* found that the testimony of the witness as to the amount owed on the account also violated the hearsay rule. The court stated as follows: "We find Bynum's testimony was hearsay. Bynum had no personal knowledge of any transactions with Atlantic before he purchased the note. His testimony demonstrates his knowledge was based exclusively on documents that show payments and interest charges. By testifying to a conclusion based only on statements he read in documents, Bynum necessarily testified to the truth of those statements. His testimony, therefore, was offered to prove the truth of the statements and was hearsay." (*Deep Keel* at 71). Mr. Andrews likewise had no personal knowledge of the amount owed on the account, and any statements by him as to the amount owed would be hearsay. In addition, under this analysis, the fact that these account statements included an unexplained prior balance of $2,097.92 (R. p. 188, l. 4 – p. 189, l. 16; p. 159, l. 1-5), means that those account statements are written hearsay as well. Therefore, this court should find that the account statements (R. pp. 324-372) were not properly admitted into evidence,

including the last statement presented in support of Respondent's account stated claim.

Regarding Respondent's arguments that the account statements were properly mailed to Appellant, Appellant refers the court to the section above and in her Final Brief on this issue, where these arguments are fully addressed. In addition, note that there was no proof of actual mailing of these statements, so no presumption of delivery applies (R. p. 191, ll. 2 – 10). The *State v. Langston*, 275 S.C. 439, 441, 272 S.E.2d 436, 437 (1980) case cited by Respondent requires proof of "the mailing of a properly stamped and addressed letter which is not returned by the postal authorities" (*Ibid*) to create a presumption of delivery.

Lack of Agreement

Lack of proof of the agreement required to establish an account stated is the most significant reason why no such account stated was created in this case. This has already been covered in Appellant's Final Brief in detail, so Appellant will only cover it briefly here. The court found that an implied account stated agreement existed in this case because Appellant made payments on the account, and because she failed to dispute the charges on the account statements (R. p. 12). However, the court's finding that Appellant owed Respondent $4,236.78, based on the last account statement dated April 23, 2015, fails since Appellant made no payments to Respondent after the date of that account statement, as was noted in Appellant's Final Brief. Also, under the South Carolina law previously cited in the *Gwathmey* case (at p. 817), Appellant had 2-3 years to dispute the amount claimed due, which she did within that time in her Answer filed with the magistrate court on February 8, 2017 (R. p. 104) as admitted by Respondent in its Final Brief (p.2). However, this time limit has only been imposed previously on merchants, not consumers. The fact that Appellant had the right under federal law to dispute the account for 60

days as argued by Respondent, does not mean that she has a duty to do so, or that failing to do so limits her rights under South Carolina law on account stated. Indeed, federal law under the FDPCA provides that "[t]he failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer." 15 USC § 1692g(c). Note also that Respondent has admitted that the FDCPA applies to it in this case (R. p. 171, ll. 9-14). This provision is another reason why account stated doctrine should not apply to consumers, since consumers are protected from such implied admissions of liability under federal law.

Regarding agreement, note that account stated law in this state, as previously noted, requires an agreement by the debtor that the amount agreed to be paid should either be paid in full at that time or at some other specified time, which Respondent doesn't appear to have even attempted to prove, since there was no such agreement, and the lapse of time after the alleged presentment of the last account statement was not sufficient to create an agreement, even if one could be created by a consumer by lack of objection under state and federal law, which isn't the case. For the reasons stated above, and in Appellant's Final Brief, Appellant respectfully requests that this court find that there was no implied agreement between Appellant and Respondent to pay the amount ordered by the court to Respondent, and reverse that ruling.

2. THE TRIAL COURT ERRED WHEN RULING THAT BOTH RESPONDENT AND THIRD-PARTY DEFENDANT WERE NOT LIABLE TO APPELLANT ON APPELLANT'S COUNTERCLAIMS

Appellant incorporates by reference her arguments on this issue as originally stated in her Final Brief, and responds to any additional arguments raised in Respondent's Brief below.

A. THE TRIAL COURT ERRED WHEN RULING THAT THE SCCPC DOES NOT APPLY TO CONSUMER CREDIT CARD ACCOUNTS

Appellant has sufficiently responded to Respondent's arguments on this issue in Appellant's MSJ with its attached exhibits, which was incorporated by reference in Appellant's Brief, and here also. Basically, the fact that a consumer credit card is not a consumer credit sale does not mean that it is not a consumer credit transaction, and Respondent, as noted previously, has already admitted that Appellant's credit card account constitutes a consumer credit transaction in Respondent's cited responses to Appellant's discovery requests, which admission Respondent does not address in its Brief. This may very well be the most important issue in this appeal, since if Respondent is correct that consumer credit cards are not regulated by the SCCPC, then there is a very large area of consumer lending that is unregulated in this state, which makes no sense at all, and isn't true.

B. THE TRIAL COURT ERRED WHEN RULING AGAINST APPELLANT'S CLAIM THAT RESPONDENT AND THIRD-PARTY DEFENDANT MISREPRESENTED THE AMOUNT OWED ON THE ACCOUNT

Respondent's argument misses the point. The SCCPC definition section cited in Appellant's Final Brief says that the term creditor specifically includes an assignee, except as otherwise provided in the law. The language following that definition does not provide Respondent with the specific exception that the definition is referring to, so Respondent as an alleged assignee is a creditor under the SCCPC.

C. THE TRIAL COURT ERRED IN DENYING APPELLANT'S RULE 52 AND RULE 59(E) MOTION

Note first that Respondent completely misses the point that, as one of the issues in this appeal, Appellant has challenged the trial court's rulings on both the Rule 59 motion that Respondent mentions, and the Rule 52 motion that Respondent fails to mention. The court gave no discernible reason for failing to include the detailed findings of fact requested by Appellant in the facts of the case, which were presented to the court before judgment in Appellant's rejected proposed order (R. pp. 46-75).

In regards to Respondent's Rule 59 arguments, Appellant still requests that this court find that the trial court's Rule 59 order fails to meet the *Lollis* standards, and that more is required in an order issued in response to a Rule 59 motion to meet those standards than the court provided. Although the court found that there was no material issue raised that had not been previously decided, Appellant included in the proposed order attached to the Rule 59 motion evidence which Appellant argued in the proposed order had been improperly excluded, including evidence of a zero balance account statement that was issued after the last account statement allegedly mailed to the Appellant (R. p. 75), and evidence of a prior case where Respondent had been previously sanctioned under Rule 11 in South Carolina for pursuing another collection case including a zero balance account statement under similar facts as in this case (R. p. 53, ¶ 28), both of which were relevant to Appellant's counterclaims, including the SCUTPA counterclaim, and Appellant's defense of the amount alleged to be due on the credit card account. Surely such evidence was material, and should have been considered with more than a summary disposition like the trial court took in the Rule 59 order.

Respondent also claims that Appellant's incorporation by reference of Appellant's arguments that were already made to the trial court somehow violated the appellate court rules;

however, it actually supports those rules by showing that these arguments were previously made to the trial court, which is required to preserve those arguments for appeal, and helps to serve the purposes of Rule 1, SCRCP, by helping to keep the expenses of this case, which involve fee-shifting statutes, as low as possible.

CONCLUSION

Appellant therefore requests that the appellate court take the following actions:

1. If appropriate, reverse the trial court's rulings on the contested issues raised above or in Appellant's Final Brief and render a decision on those issues, or
2. If appropriate, reverse the trial court's rulings on the contested issues raised above or in Appellant's Final Brief, and remand such issues as may be appropriate to the trial court for such further actions as may be necessary, and
3. For such other relief as may seem appropriate to the court.

Dated this March 30, 2021

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THE STATE OF SOUTH CAROLINA
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CERTIFICATE OF COUNSEL

I certify that this Final Reply Brief of Appellant complies with Rule 211(b), SCACR.

March 30, 2021

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