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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Charleston County
Court of Common Pleas

R. Kirk Griffin, Circuit Court Judge

Case No. 2011-CP-10-07166
Appellate Case No. 2021-001443

Otha Delaney,
Individually and on behalf of all others similarly situated,

Respondent,

v.

First Financial of Charleston, Inc.,

Appellant.

APPELLANT'S MEMORANDUM ON APPEALABILITY

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FFC[1] submits this memorandum on the appealability of the trial court orders challenged in this interlocutory appeal (collectively, the "Appealed Orders"[2]). As explained below, the Appealed Orders are properly before this Court for appellate review pursuant to S.C. Code Ann. § 14-3-330. They are immediately appealable under § 14-3-330(1) as orders "involving the merits" and/or under § 14-3-330(2) as orders that deprive FFC of "a mode of trial to which it is entitled as a matter of right"[3] and/or as orders that "strike[] out an answer or any part thereof."[4]

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[1] "FFC" is Defendant/Appellant, First Financial of Charleston, Inc.

[2] Specifically, the Appealed Orders are the Order Denying Defendant's Motion to Dismiss Amended Class Action Complaint, filed August 19, 2021 (the "Primary Order"), and the Order filed November 8, 2021, denying FFC's motion to alter, amend, and/or reconsider the Primary Order (the "Secondary Order").

[3] *Flagstar Corp. v. Royal Surplus Lines*, 341 S.C. 68, 72, 533 S.E.2d 331, 333 (2000) ("Pursuant to § 14-3-330(2), this Court has held on numerous occasions that when a trial court's order deprives a party of a mode of trial to which it is entitled to as a matter of right, such order is immediately appealable.").

[4] Please Note: An appendix (cited herein as "App.") of documentary material accompanies this memorandum.

PROLOGUE

> [T]he primary purpose of the judiciary . . . is to serve the citizens and the business community of this state by settling disputes and promoting justice. . . . [B]ehind every party name on a caption is a life-blood litigant or criminal defendant that depends on the court system to protect their economic and liberty interests.
>
> —Chief Justice Jean Hoefer Toal[5]

FFC looks to the court system for protection, Mr. Delaney[6] for profit (not compensation, profit[7]); FFC is mired in this dispute and wants it to end, Mr. Delaney instigated the dispute but really only cares about its subject matter (alleged technical failures of statutory compliance with respect to the content of certain notices concerning the sale of repossessed collateral—alleged technical failures that even he

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[5] *Atl. Coast Builders & Contactors, LLC v. Lewis*, 396 S.C. 479, 491, 722 S.E.2d 213, 219 (2011) (Toal, C.J., dissenting).

[6] "Mr. Delaney" is Plaintiff/Respondent, Otha Delaney.

[7] In fairness to Mr. Delaney, his lawyers' economic ambitions would seem to far outpace his own. After all, in this game of litigation lottery, it is as if Mr. Delaney only has a scratch-off while his counsel are trying to hit the jackpot. By way of interrogatory response, Mr. Delaney is said to "know[] there is no guarantee that serving as the class representative will lead to any additional recovery or bonus, regardless of whether the class ultimately prevails." (App. p. 33.) On the other hand, he is also said by his own counsel to be an "underprivileged South Carolina citizen." (App. p. 68.) Given that he is "underprivileged," and that what he wants to get out of this case is money, and that he has no reason to expect that serving as class representative will further that goal, it is not clear why he wanted to pursue his claims in the exponentially more complicated and time consuming form of a class action, as opposed to going ahead and trying to monetize his own individual claim (the size of which is within the jurisdictional limit of the magistrate's court) via his own individual litigation against or settlement with FFC.

himself admits were, at worst, honest mistakes and that, in truth, did not actually cause him any problem in any event) insofar as he can exploit it as a means to an end; FFC asks the judiciary to promote justice, Mr. Delaney will lose if it does.

BACKGROUND

In October of 2007, Mr. Delaney borrowed money (about $8,500) from FFC pursuant to a retail installment contract for the purchase of a truck, promising to pay FFC back over a 36-month term and granting it a security interest in the truck as collateral, thus making FFC a secured creditor under Chapter 9[8]. (*See* App. pp. 8–9, 15–16, 37.)

Within about six months, however, Mr. Delaney defaulted on the loan (i.e., he stopped paying it back),[9] prompting FFC to repossess the truck (i.e., the collateral) and "dispose of" it by sale. (*See* App. pp. 11, 15–16, 38, 63, 66.) But even so, FFC was still left with an unpaid deficiency balance (i.e., a loss) of about $4,200. (App. p. 66.)

In § 36-9-609, Chapter 9 authorizes a secured creditor to repossess collateral after default,[10] and, provided "it proceeds without breach of the peace," to do so

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[8] "Chapter 9" refers to the chapter of South Carolina's Commercial Code that addresses secured transactions. Codified at S.C. Code Ann. §§ 36-9-101 to -809, it is South Carolina's enactment of Article 9 of the Uniform Commercial Code.

[9] Mr. Delaney admits that he breached the loan contract by failing to repay FFC as promised and that he was in default when FFC repossessed the truck. (App. pp. 15–16.)

[10] § 36-9-609(a)(1).

without judicial process. § 36-9-609(b)(2). Here, Mr. Delaney does not challenge either the existence of FFC's right to repossession or the manner in which it was exercised. (*See* App. pp. 1–7, 12–13, 35–46.)

In Chapter 9 parlance, FFC's sale of the repossessed truck is what is known as a "disposition of collateral." *See generally* § 36-9-610. In § 36-9-610, Chapter 9 authorizes a secured creditor to "dispose of" collateral in a number of ways, including by sale,[11] and mandates that "[e]very aspect of a disposition of collateral, including the method, manner, time, place, and other terms, must be commercially reasonable." § 36-9-610(b). Here, "[Mr. Delaney] is not alleging that [FFC] injured him 'by disposing of collateral in a commercially unreasonable manner' in violation of § 36-9-610." (App. p. 118; *see also* App. pp. 1–7, 12–13, 35–46.) In fact, as further explained below, he makes no claim at all for *actual* damages. (*See* App. pp. 1–7, 12–14, 35–46.)

In § 36-9-611, Chapter 9 requires a secured party who disposes of collateral under § 36-9-610 to send the debtor "a reasonable authenticated notification of disposition" before disposing of the collateral ("Pre-Sale Notice"). § 36-9-611(b). Where, as here, the transaction involves consumer goods, the required contents of Pre-Sale Notice (the "Pre-Sale Notice Content Requirements") are set forth in §§ 36-9-613 and -614.

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[11] § 36-9-610(a).

On or about May 2, 2008, FFC sent Mr. Delaney Pre-Sale Notice via a two-page Pre-Sale Notice form like this (which is Exhibit A to the operative complaint,[12] [13] and which is reproduced herein below, beginning, for formatting reasons, on the next page):

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[12] The operative complaint refers to a number of attached exhibits (namely, Exhibits A, B, C, D, and E) that, through inadvertence, were not actually attached to it. (*See* App. pp. 35–46.) Agreeing they should be treated as attached to the operative complaint, Mr. Delaney's counsel emailed these exhibits to FFC's counsel (App. pp. 58–62), and FFC filed them as Exhibits 1-A, 1-B, 1-C, 1-D, and 1-E to its motion to dismiss the operative complaint. (App. pp. 63–67.)

[13] Exhibit A to the operative complaint is said to be "like" the Pre-Sale Notice that FFC sent Mr. Delaney because it is not an exact copy. Unlike Exhibit A, the Pre-Sale Notice that FFC sent Mr. Delaney (and indeed all of the notices complained about in this case) had the following FFC letterhead at the top of each page:

(*See, e.g.,* App. pp. 11, 25–28.) But apart from the missing letterhead, Exhibit A displays the same text as the Pre-Sale Notice that FFC sent Mr. Delaney. Indeed, because it is a form document, with only the particulars (name, address, account number, description of collateral, date of mailing) changing from notice to notice, Exhibit A also shows the form text of the Pre-Sale Notice that FFC sent all alleged class members up to around the time it was served with this lawsuit in October of 2011 and stopped using the form. (Please Note: While it stopped using the form of Exhibit A, FFC does not concede that it fails to comply with the Pre-Sale Notice Content Requirements—nor, to be clear, does it concede that any notice about which Mr. Delaney complains in this case fails to comply with Chapter 9.)

EXHIBIT

1-A

RE: Account # 68289

Dear Mr. Delaney,

It is important for you to know that the return of the collateral does not cancel your obligation. If we are required to sell the collateral, we cannot guarantee that we will be able to obtain a price equal to the unpaid balance on your account. You will still owe the amount remaining unpaid balance on your account. You will owe the amount remaining unpaid after application of sale proceeds, less recovery and selling expenses.

Your immediate action on any one of the following alternatives will be to your advantage and may save you further expenses in the settlement of your account.

1. Contact our office and endeavor to redeem the collateral on a basis that would be mutually satisfactory.

2. Refinance your account through your bank, credit union, or another finance company.

3. Find someone who would be acceptable and interested in taking over your obligation and contract.

4. Assist us in finding a buyer to obtain the best possible price.

If acceptable arrangements cannot be made on this matter within the time specified in the attached notice of sale, we will proceed with the sale of this collateral.

Please help yourself by helping us to arrive at a satisfactory solution now.

Very truly yours,

Bob Lewis

ATTACHED: Notice form specifying the date collateral will be sold.

20110934 00018

NOTICE OF PRIVATE SALE OF COLLATERAL

(CERTIFIED MAIL, RETURN RECEIPT REQUESTED May 2, 2008

Otha Delaney
828 Hitching Post Road
Charleston, SC 29414

Re: Account # 68289

Dear Mr. Delaney,

This is to notify you that due to default under the terms of the above referenced account, the collateral described below, which secures your account, can be sold, at our option by private sale after the close of business on the tenth (10^{th}) day from the date of this notice. If such a date falls on a Sunday or legal holiday, then the collateral will be sold after the first business day following the tenth (10^{th}) day.

You have the right to have the collateral returned to you upon payment of the account balance plus any repossession expenses, attorney's fees and other costs we have incurred, as may be applicable and permitted by law.

Description of Collateral: 2003 Chevrolet 1500 Vin# 1GCEC14X23Z296522

5025 Dorchester Road
Street Address

Charleston, SC 29418
City State Zip

Bob Lewis
By

20110934 00019

In § 36-9-616, Chapter 9 requires a secured party who disposes of collateral under § 36-9-610 to send the debtor a written explanation of the calculation of surplus or deficiency ("Post-Sale Notice"). Section 36-9-616 also sets forth the required contents of such notice (the "Post-Sale Notice Content Requirements").

The Post-Sale Notice FFC sent Mr. Delaney is Exhibit C to Mr. Delaney's operative complaint, which is reproduced herein below (for formatting reasons, on the next page):

First Financial Of Charleston, Inc.

5025 DORCHESTER ROAD • P.O. BOX 60429 • CHARLESTON, SC 29419-0429 •(843) 767-0050

January 10, 2009

Otha M. Delaney
828 Hitching Post Rd.
Charleston, SC 29414

EXHIBIT

1-C

RE: Account #68289
2003 Chevrolet

Dear Mr. Delaney:

This letter is to let you know that the return of the collateral does not cancel your obligation. If we are required to sell the collateral, we cannot guarantee that we will be able to obtain a price equal to the unpaid balance on your account. You will still owe the amount remaining unpaid balance on your account. You will owe the amount remaining unpaid after application of sale proceeds, less recovery and selling expenses.

The breakdown on your account is as follows:

(1)	The original amount of contract:	$ 12.904.92
(2)	The payments made on contract:	1,158.47
(3)	Late Charges & Insurance Added:	155.00
(4)	Interest Refund:	5,007.00
(5)	Gap Insurance Refund:	173.15
(6)	Repossession Bills Added:	2,961.27
(7)	The Sale of Collateral:	5,495.00
(8)	The Remaining Deficiency Balance:	$4,187.57

Please contact our office make arrangements to handle this remaining balance.

If we do not hear from you concerning this matter, we will have no choice but to take legal action.

Thank you.

Sincerely,

Cindy Kuck
Office Mgr.

20110934 00020

Mr. Delaney filed this class action against FFC on October 4, 2011. (*See* App. pp. 1–11.) Mr. Delaney's original complaint (the "Original Complaint"), which was the operative complaint in the lawsuit for about ten years, asserted a *single* cause of action against FFC for allegedly sending Pre-Sale Notice that did not comply with the Pre-Sale Notice Content Requirements, thus rendering FFC liable to him—even in the absence of any *actual* damages (again, he does not actually make a claim for any such damages in this case)—for a *statutory* damages award under § 36-9-625(c)(2) in "an amount not less than the credit service charge plus ten percent of the principal amount of the obligation or the time-price differential plus ten percent of the cash price," which amount, he says, in his individual case, works out to about $5,500, comprised of some $4,500 corresponding to the total finance charge (i.e., the interest he *theoretically* would have paid over the life of the loan had he not defaulted—in reality, of course, he did not even pay back the principal as required by the loan contract, much less the interest[14]) and about another $1,000 corresponding to ten percent of the cash price for the truck. (*See* App. pp. 5, 20.) And, of course, Mr. Delaney seeks to establish such statutory damages liability

[14] To be clear, the cash price of the truck was $9,399.50; Mr. Delaney borrowed $8,499 of that amount from FFC to finance his purchase of it; Mr. Delaney only ended up paying FFC a total of $1,158.47; and even after the sale of the truck, FFC was left with an unpaid deficiency balance of $4,187.57, the calculation of which expressly included an interest refund credit to Mr. Delaney in the amount of $5,007. (*See* App. pp. 8–9, 20, 66.)

against FFC not only for himself but also on behalf of the hundreds of alleged class members to whom FFC sent Pre-Sale Notice.

FFC responded to the Original Complaint with a motion to dismiss based on the statute of limitations, which was granted by order filed April 30, 2013, and which Mr. Delaney appealed. A number of years then passed as the appeal proceeded, first through this Court, which affirmed the dismissal in an opinion filed September 28, 2016, then, on writ of certiorari, to the Supreme Court of South Carolina, which ultimately reversed the dismissal in an opinion filed May 8, 2019, and remitted the case to the trial court for further proceedings.

Mr. Delaney filed what is now the operative complaint in the case (the "Amended Complaint") on March 30, 2021. (*See* App. pp. 35–46.) Unlike the Original Complaint, the Amended Complaint asserts *two* causes of action, not just one. The first (Count 1) is the same cause of action asserted in the Original Complaint, for FFC allegedly giving Pre-Sale Notice that failed to comply with the Pre-Sale Notice Content Requirements, by which, as explained, Mr. Delaney does not seek to establish liability against FFC for any alleged *actual* damages but seeks to render FFC liable for thousands of dollars of statutory liability under § 36-9-625(c)(2), to himself individually and to the hundreds of absent alleged class

members on behalf of whom he alone has taken FFC to court. (*See* App. pp. 44–45.)[15]

The other cause of action (Count 2) is a completely new. Despite having made no mention of it in the Original Complaint he filed nearly a decade prior,[16] Mr. Delaney now alleges that FFC sent him (and likewise hundreds of others claimed to be similarly situated) Post-Sale Notice using a form notice that failed to comply with the Post-Sale Notice Content Requirements, and therefore, pursuant to § 36-9-625(e)(5), seeks to tag FFC with more *statutory* liability (but still no liability for any alleged *actual* damages) to himself and to all those on behalf of whom he wishes to proceed at the flat rate of $500 apiece. (*See* App. pp. 44–45.)

And Mr. Delaney makes all these claims (the unabashed goal of which is to feast on the financial calamity they are designed to try and cause FFC) while at the same time acknowledging (literally, at the very same time, right in the express averments of the Amended Complaint) that at most, i.e., even if FFC did mistakenly send Pre-Sale Notice and Post-Sale Notice that did not technically comply with the respective content requirements, it did so honestly and in good faith, "not intend[ing]

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[15] While Count 1 is the same cause of action as in the Original Complaint, Mr. Delaney does expand it to even complain about a Pre-Sale Notice form that he himself was not sent, namely, Exhibit B to the Amended Complaint (App. p. 65), which is the form that FFC started using to give Pre-Sale Notice when it stopped using the form of Exhibit A.

[16] (*See* App. pp. 1–11; *see also* App. pp. 12–13.)

to violate [Chapter 9]," "not intend[ing] injury" to anyone, but in fact "believ[ing] its notices were accurate, lawful and contained no misrepresentations." (App. p. 40.)

FFC responded to the Amended Complaint with a motion to dismiss,[17] arguing, among other things, that Count 1 (the original claim about Pre-Sale Notice, which, notwithstanding the recent addition of the Post-Sale Notice claim in Count 2, is still by far the largest part of the case) is not amenable to class treatment.

FFC maintains this is so because, pursuant to § 36-9-628(e), "[a] secured party is not liable under Section 36-9-625(c)(2) [(which is, again, the sole basis of liability in Count 1)] more than once with respect to any one secured obligation." As the Official Comments explain, this "ensures that a secured party will incur statutory damages only once *in connection with* any one secured obligation." § 36-9-628 cmt. 4 (emphasis added).

As Mr. Delaney himself pointed out to FFC in objecting to one of its discovery requests, "a class action is a *representative* action brought by a named plaintiff or plaintiffs," and the class is "a legally distinct entity." (App. p. 17.) Mr. Delaney is the only named plaintiff here. He is the only one suing FFC, the only one who is actually before the court trying to establish FFC's supposed liability for statutory damages under § 36-6-925(c)(2). Mr. Delaney is literally the only connection between FFC and the hundreds of absent alleged class members—none of whom

[17] (*See* App. pp. 58–267.)

have themselves sued FFC but Mr. Delaney has taken it upon himself to try to establish FFC's liability to them for statutory damages under § 36-9-625(c)(2) anyway. What Mr. Delaney is attempting to do here is what § 36-9-628(e) does not allow: to impose multiple liability against FFC under § 36-9-625(c)(2) in connection with one loan, his.

Chapter 9 is intended for far better things than what Mr. Delaney would like to do with it. The consumer protections it provides are intended to serve the ends of justice, not as a means of profiteering; nor could they in good conscience possibly be intended as some sort of doomsday device to annihilate the secured party who, like FFC here, neither meant, nor is even alleged to be liable for, any actual harm. By its very nature, the form of liability that § 36-9-625(c)(2) creates (a form of liability that is not merely liability without fault but liability without damages) requires safeguards against injustice. Indeed, the very absurdity that Mr. Delaney seeks to accomplish in this case is at once a perfect example of the threat of such injustice and why § 36-9-628(e) guards against it. Even aside from the plain language addressed above (about § 36-9-628(e) ensuring that statutory damages liability is incurred no more than once in connection with any one secured obligation), to construe the statutory scheme otherwise, i.e., to construe it as blessing the sort of plainly ill-gotten gains sought to be obtained here, is untenable. *See Ray Bell Constr. Co. v. School Dist. of Greenville Co.*, 331 S.C. 19, 26, 501 S.E.2d 725,

729 (1998) (courts do not accept statutory interpretations that, if accepted, would lead to absurd results).

All that said, the trial court disagreed with FFC's argument in this regard, denying its motion to dismiss in all respects[18] and thereafter denying its motion to reconsider,[19] prompting this immediate appeal, which, as explained below, FFC most respectfully submits is properly taken.

ARGUMENT / ANALYSIS

"The right of appeal arises from and is controlled by statutory law," and while, ordinarily, it is true that appeal may not be pursued until after final judgment, a party may appeal an interlocutory order where the right to do so is granted by statute. *Ex parte Capital U-Drive-It, Inc.*, 369 S.C. 1, 6, 630 S.E.2d 464, 467 (2006).

The controlling statute here is S.C. Code Ann. § 14-3-330, which in subsection (1) grants the right to immediately appeal:

> Any intermediate judgment, order or decree in a law case *involving the merits* in actions commenced in the court of common pleas and general sessions, brought there by original process or removed there from any inferior court or jurisdiction, and final judgments in such actions; provided, that if no appeal be taken until final judgment is entered the court may upon appeal from such final judgment review any intermediate order or decree necessarily affecting the judgment not before appealed from[.]

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[18] (App. pp. 298–312.)

[19] (App. pp. 313–326.)

(emphasis added). Additionally, in subsection (2)(c), it grants the right to immediately appeal "[a]n order affecting a substantial right made in an action when such order . . . strikes out an answer or any part thereof or any pleading in any action." Moreover, as stated above, "Pursuant to § 14-3-330(2), [our Supreme] Court has held on numerous occasions that when a trial court's order deprives a party of a mode of trial to which it is entitled to as a matter of right, such order is immediately appealable." *Flagstar*, 341 S.C. at 72, 533 S.E.2d at 333.

"An order 'involves the merits,' as that term is used in Section 14-3-330(1) . . . and is immediately appealable when it finally determines some substantial matter forming the whole *or part* of some cause of action or defense." *U-Drive-It*, 369 S.C. at 7, 630 S.E.2d at 467 (emphasis added) (footnote omitted)); *see also Morrow v. Fundamental Long-Term Care Holdings, LLC*, 412 S.C. 534, 539, 773 S.E.2d 144, 146, (2015) (holding that, under the circumstances, a bifurcation order was immediately appealable because it "*effectively* grant[ed] the [defendants] *potential* summary judgment on [certain] issues") (emphasis added).

While *generally* there is no appeal from the denial of a motion to dismiss, "[b]y it's nature, the question of whether an order is immediately appealable is determined on a case-by-case basis,"[20] and the "review of trial court orders is not constrained by how the order is styled." *Id.* at 539, 773 S.E.2d at 147 (citing

[20] *Morrow*, 412 S.C. at 538, 773 S.E.2d at 146.

Thornton v. S.C. Elec. & Gas Corp., 391 S.C. 297, 304, 705 S.E.2d 475, 479 (Ct. App. 2011) ("[A]n appellate court should look to the effect of an interlocutory order to determine its appealability.")).

In the Principal Order, the trial court expressly sets forth "Conclusions of Law" and rules against FFC on the merits of its § 36-9-628(e) defense to the class wide liability Mr. Delaney seeks to establish against it for statutory minimum damages under § 36-9-625(c)(2). Unlike its treatment of other arguments (for instance those addressed in sections 5 and 6 of the order, both of which conclude with language reading, "Delaney's Amended Complaint *sufficiently states a cause of action* for his and the class members' . . . claims"),[21] the plain language of the trial court's ruling on FFC's § 36-9-628(e) defense is not to the effect that the defense is merely staved off for the time being but rather that it is gone for good. Indeed, while it was prompted by FFC's motion to dismiss, the substance of the trial court's ruling on § 36-9-628(e) reads as a judgment for Mr. Delaney on the issue. Moreover, the trial court's unequivocal answer to the pure question of law posed by FFC's § 36-9-628(e) defense[22] places the issue beyond the reach of any other trial judge going forward, as "one circuit court judge may not overrule another." *Salmonsen v. CGD, Inc.*, 377 S.C. 442, 454, 661 S.E.2d 81, 88 (2008) ("Although Salmonsen is correct

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[21] (App. pp. 309, 311 (emphasis added).)

[22] *Catawba Indian Tribe of S.C. v. State*, 372 S.C. 519, 642 S.E.2d 751 (2007) ("The issue of interpretation of a statute is a question of law for the court.")

that one circuit court judge may not overrule another, we find this rule was not violated in the instant case.").

So, on a substantial matter that, all by itself, forms a defense to the vast majority of the liability Mr. Delaney seeks to impose against FFC, a matter presenting a pure question of law (statutory interpretation), a matter solely within the province of the court to decide, a matter that neither was nor ever will be affected by any question of fact, the trial court has said to FFC: you lose. Looking beyond how it is styled and to its substance and effect, the Principal Order (and in turn the Secondary Order) is immediately appealable under subsection (1) of § 14-3-330 as an order "involving the merits" and/or under subsection (2)(c) as an order "strik[ing] out an answer or any part thereof," because the principal appealed order does not merely deny FFC's motion to dismiss but rather dooms its § 36-9-628(e) defense entirely, effectively granting judgment to Mr. Delaney on the issue or otherwise scrubbing it from the trial court proceedings going forward.

Moreover, if FFC's § 36-9-628(e) defense is meritorious, it means that FFC has a *right* not to face a class action with respect to alleged § 36-9-625(c)(2) liability. By forcing FFC to do so anyway, the Appealed Orders have denied FFC of a mode of trial to which it is entitled to as a matter of right, and are therefore immediately appealable under § 14-3-330(2).

CONCLUSION

For the foregoing reasons, FFC has properly exercised its right to an immediate appeal of the Appealed Orders, and this appeal should remain pending in this Court to be perfected and decided in due course.

Respectfully submitted,

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Additional Counsel for Appellant

I, Russell G. Hines, of Clement Rivers, LLP, attorneys for Appellant, hereby certify that **APPELLANT'S MEMORANDUM ON APPEALABILITY** and accompanying **APPENDIX** were served on all parties to this matter on January 21, 2022, by emailing (see attached) a copy of the same to the following counsel of record:

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Respectfully submitted,

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January 21, 2022

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From: Bell, Pollyana (Polly)
Sent: Friday, January 21, 2022 10:26 AM
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Cc: 'Stephen Brown (sbrown@ycrlaw.com)'; Justman, Aimee; Hines, Russell
Subject: Delaney v. First Financial - Appellate Case No. 2021-001443
Attachments: Delaney v. FFC (Appeal No. 2021-001443) -- Appendix to Appellant's Appealability Memo.pdf; Delaney v. FFC (Appeal No. 2021-001443) -- Appellant's Memo on Appealability.pdf

Enclosed please find Appellant’s Memorandum on Appealability and accompanying Appendix in the above-referenced matter which is being filed today.

Thank you,

Pollyana Bell
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