

SO ORDERED.

SIGNED this 21st day of July, 2022.



Catharine R Aron

UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION**

IN RE:)	CASE NO. 21-80117
)	
MARION TURNER HARGROVE)	CHAPTER 13
PAMELA LOWE HARGROVE,)	
)	
DEBTORS)	
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PAMELA HARGROVE,)	ADV. PROC. NO. 21-09009
)	
Plaintiff,)	
vs.)	
)	
PLATINUM RENTAL, LLC,)	
)	
Defendant.)	
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CONSENT JUDGMENT

THIS CAUSE comes on before the Court upon the Plaintiff's Complaint and the Defendant's Answer thereto. The parties have agreed to resolve this action in its entirety on the terms set forth herein as evidenced by their respective signatures set forth below. After having reviewed the pleadings in this case, the Court makes the following:

FINDINGS OF FACT

1. The Defendant is a Kentucky corporation with its principal place of business in Cunningham, Kentucky, whose business operations consist of providing rent-to-own contracts for a variety of portable buildings to both businesses and individuals through authorized dealers located throughout the United States, including North Carolina.

2. The Plaintiff is an individual resident of North Carolina who signed a 36-month RTO contract with Platinum Rental on or about April 30, 2020 (the “RTO Agreement”) for the rent-to-own purchase of a 12X28 deluxe lofted cabin (the “Cabin”).

3. The Plaintiff and her spouse jointly commenced this case by a Chapter 13 petition filed on or about March 29, 2021.

4. As of the petition date, the Plaintiff was current with respect to the monthly lease payments that had come due for the Cabin up to that time but there remained an additional \$5,576 in monthly payments (plus taxes) due under the RTO Agreement if she wanted to acquire ownership of the Cabin.

5. On July 16, 2021, the Defendant filed its Proof of Claim for the RTO Agreement, reflecting that it was for a rent-to-own contract and listing the claim amount as the \$5,576.66 remaining to be paid for ownership of the Cabin.

6. The Plaintiff then commenced this adversary proceeding by which she seeks to determine the nature of the Defendant’s claim relative to the Cabin. Specifically, the Plaintiff alleges that (i) the RTO Agreement is a “consumer credit sale” contract subject to the North Carolina Retail Installment Sales Act (“RISA”) and is in violation thereof in various respects; and (ii) therefore, the Defendant’s actions in entering into the RTO Agreement with the Plaintiff and similarly situated consumers is a violation of the North Carolina Unfair and Deceptive Trade Practices Act.

7. On June 23, 2021, the Defendant timely filed its Answer to the Plaintiff’s Complaint, admitting each of the above undisputed facts which are contained in the Complaint but denying that the RTO Agreement is properly governed by North Carolina law and/or is a consumer credit sale contract thereunder.

8. The parties then filed cross-Motions For Summary Judgment, each alleging that there is no material fact in dispute and that they are respectively entitled to judgment herein as pleaded in their respective Motions.

9. The parties have now agreed to resolve their respective Motions on the terms set forth below, with no admission of liability by either party.

BASED ON THE FOREGOING Findings of Fact, the Court hereby reaches the following:

CONCLUSIONS OF LAW

1. This Court has jurisdiction over this adversary proceeding and the parties pursuant to 28 U.S.C. §§ 157 and 1334, as well as 11 U.S.C. §§ 547 and 551.
2. Venue is proper in this District pursuant to 28 U.S.C. § 1409 since this is an action arising under Title 11 of the United States Code in a proceeding pending in this District.
3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157.
4. The matter comes on before the Court with the consent of the Plaintiff and the Defendant, as evidenced by the signatures of their respective counsel below.
5. No further notice or hearing is required relative to the entry of this Consent Judgment.
6. Having reviewed the pleadings, the Court finds that there is good cause to approve the parties' settlement as reflected herein.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Plaintiff is released from any further liability to the Defendant under the RTO Agreement.
2. The Defendant shall provide the Plaintiff with a Certificate of Ownership for the Cabin, reflecting that she will now hold title to the same free and clear of any interest by the Defendant.
3. Within ten (10) business days of the entry of this Consent Judgment, the Defendant shall tender to the Plaintiff's counsel a certified or cashier's check in the amount of \$4,000.00, in full and final satisfaction of all claims made by the Plaintiff against the Defendant herein, including any claim for reasonable attorneys' fees and costs.
4. The Defendant shall withdraw its Proof of Claim relative to the Cabin in the underlying bankruptcy case.

Agreed and consented to this 14th day of
July, 2022.

s/ Koury Hicks
Koury Hicks, N.C. State Bar No. 36204
Attorney for Plaintiff
Law Offices of John T. Orcutt, P.C.
1738 Hillandale Rd., Suite D
Durham, NC 27705
Telephone : (919) 286-1695
Facsimile: (919) 286-2704
Email: Khicks@johnorcutt.com

Agreed and consented to this 14th day of
July, 2022.

s/ Pamela P. Keenan
Pamela P. Keenan, N.C. State Bar No. 20328
Attorney for Defendant
Kirschbaum, Nanney, Keenan & Griffin, P.A.
3714 Benson Drive
Raleigh, NC 27609
Telephone: (919) 848-0420
Facsimile: (919) 848-8755

END OF DOCUMENT

PARTIES TO BE SERVED
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ADVERSARY PROCEEDING NO. 21-09009

Koury Hicks
1738 Hillandale Rd., Suite D
Durham, NC 27705

Pamela P. Keenan
3714 Benson Drive
Raleigh, NC 27609