

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

COURT OF COMMON PLEAS
2022-CP-23-01995

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SC Court of Appeals

LOIS SEABORN, PR,)
)
PLAINTIFF,)

vs.)

TRANSCRIPT OF RECORD

CPM FEDERAL CREDIT UNION,)
)
DEFENDANT.)

ORIGINAL

September 19, 2022
Greenville, South Carolina

B E F O R E:

THE HONORABLE LETITIA H. VERDIN, JUDGE.

A P P E A R A N C E S:

LOIS SEABORN
Pro Se

EMILY I. BRIDGES, ESQ.
Attorney for the Defendant

HOLLIE M. JENKINS
Circuit Court Reporter

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits introduced.)

P R O C E E D I N G S

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THE COURT: This is Lois Seaborn vs. CPM Federal Credit Union. And this is -- and this is 2022-CP-23-1995. And this is Defendant's motion to dismiss.

Yes, ma'am.

And just to let you know how this will go, Ms. Seaborn. You -- you might have been in here lots on these cases. I have no idea. But how this will go is I'll hear from Ms. Bridges since it's her motion for about five minutes. I'll come to you for about five minutes. Y'all don't have to take all that time if you don't want to. But just -- and then since it's her motion, I'll give her the last word. And then that'll leave just a couple of minutes for me to be able to ask any questions, if I need to.

Okay. Fair enough?

MS. SEABORN: Thank you.

THE COURT: Okay. Yes, ma'am.

MS. BRIDGES: Yes, Your Honor. May it please the Court.

THE COURT: Yes.

MS. BRIDGES: My name is Emily Bridges. I'm with Parker Poe. And we represent the Defendant in this case, CPM Federal Credit Union. CPM is a federal credit union. And Mr. Colbert, who's the decedent in this case, was a

1 customer. There's not a dispute about whether or not he
2 originally had an account with CPM Federal Credit Union.

3 Unfortunately, Mr. Colbert has passed away. And
4 Ms. Seaborn is the personal representative of
5 Mr. Colbert's estate. As a customer of CPM, he was bound
6 by the applicable membership agreement. And this
7 membership agreement included within it an arbitration
8 provision.

9 Our motion today is to dismiss and then compel
10 arbitration --

11 THE COURT: Okay.

12 MS. BRIDGES: -- is what we're here on today.

13 THE COURT: Okay.

14 MS. BRIDGES: So this membership agreement had an
15 arbitration provision in it, which we have included
16 excerpts from in our motion that was --

17 THE COURT: Right.

18 MS. BRIDGES: -- filed with the Court and is
19 previously part of the record.

20 Specifically, the arbitration provision is fairly
21 broad. It says that a dispute relating to or arising out
22 of your account, this agreement, any loan agreement, or
23 any other services you may have with us now or at any time
24 in the future.

25 Furthermore, it includes a provision stating that it

1 shall survive closure of account or termination of any
2 business with us. It's a very broad arbitration
3 provision.

4 The allegations of [inaudible] a customer of this
5 account Mr. Seaborn -- I apologize, Mr. Colbert was bound
6 by the terms of this. He operated an account. There is
7 no dispute in this case that he had an account with CPM
8 Federal Credit Union.

9 The allegations of the complainant, Ms. Seaborn, has
10 brought all have to do with this account. They all have
11 to do with funds that were a part of the account
12 originally. And that Ms. Seaborn, as the personal
13 representative, is claiming to be entitled to.

14 All this is outside the scope of our motion to compel
15 arbitration. The funds were subject to an investigation
16 and then will return to another state subject to -- after
17 the course of an investigation. But it all has to do with
18 funds in the account --

19 THE COURT: Okay.

20 MS. BRIDGES: -- is what this dispute is about. And
21 so it does have to do -- relating to or arising out of the
22 account of Mr. Colbert.

23 That clearly falls within the arbitration provision.
24 As you'll see in our brief, there's a lot of case law in
25 the state strongly favoring preference arbitration. There

1 were the necessary disclaimers. There was necessary
2 notations of this, as you'll see in our brief in the
3 attached affidavit, that sets forth these membership
4 account agreements. And since it states it survives
5 closure of account, it would still apply to this case.

6 To distinguish from some of the cases that
7 Ms. Seaborn has brought forth in her motion that I saw was
8 on the filing system. We have not -- we have not received
9 a copy via mail. But I did see that it was on the public
10 index.

11 Specifically, one of the cases that she cites has to
12 do with the Tom -- the Thompson case. This case is -- can
13 be distinguished in -- this involves a situation where an
14 original individual did not sign the agreement, but had
15 been capable to do that. That's not what we have here.

16 THE COURT: Okay.

17 MS. BRIDGES: Mr. Colbert was, in fact, the account
18 holder. He was subject to the terms of the account. He
19 agreed to the terms of the situation. So that situation
20 did not -- is not analogous. What would be analogous is,
21 say, we were trying to bind Mr. Colbert to something that
22 was signed by Ms. Seaborn on -- on, you know, his behalf.
23 That's not the situation here and is clearly
24 distinguishable.

25 Furthermore, Ms. Seaborn would be a beneficiary if

1 these funds -- were done that. Beneficiaries can be
2 subject to arbitration provisions. She's seeking this
3 alleged amount from the account itself. So this would
4 then be a benefit to her.

5 So for those reasons, as well as those stated in our
6 original motion, Your Honor, we would ask this Court to
7 dismiss this case and compel it to arbitration pursuant to
8 the clear unambiguous arbitration provision that was part
9 of the terms and conditions of Mr. Colbert's membership
10 account.

11 THE COURT: All right. Thank you.

12 Yes, ma'am.

13 MS. SEABORN: Good morning.

14 THE COURT: Good morning.

15 MS. SEABORN: I -- Your Honor, I am not educated in
16 the law.

17 THE COURT: That's okay.

18 MS. SEABORN: I wants [sic] to stand by my filing
19 with the Court.

20 THE COURT: Yes, ma'am.

21 MS. SEABORN: And in Ross vs. West Ashley, 2021.

22 THE COURT: Okay.

23 MS. SEABORN: Do you want me to go on?

24 THE COURT: Yes, ma'am.

25 MS. SEABORN: Okay. This case is very simple in our

1 case. Therefore, I am submitting this in opposition.

2 THE COURT: Sure.

3 MS. SEABORN: The South Carolina Supreme Court has
4 ruled that there might be a signed AA and a -- and that
5 the AA must be value enforced of covered and the
6 disconstrued [sic]. I'm sorry.

7 THE COURT: All right. Yes, ma'am. Is there else
8 you'd like to say?

9 MS. SEABORN: Yeah. Your Honor, I have other supreme
10 cases I would like to submit.

11 THE COURT: Okay.

12 MS. BRIDGES: Your Honor --

13 THE COURT: Sure. You take a look at those.

14 (Pause.)

15 MS. SEABORN: Thank you.

16 THE COURT: Thank you so much.

17 All right. Well, I will -- I will, certainly, take a
18 look at these. And I appreciate you giving them to me.

19 MS. SEABORN: Thank you.

20 THE COURT: Because, you know, I need some time to
21 read these things that you've given me, these cases. I'm
22 going to take this matter under advisement.

23 If you would maybe give me, oh, something around
24 maybe -- I've got that other case that I just took under
25 advisement. So if y'all -- but if you'd, say, maybe give

1 me about a week.

2 MS. BRIDGE: Yes Your Honor.

3 THE COURT: Fair enough.

4 MS. SEABORN: Thank you.

5 THE COURT: Thank you very much. I appreciate it.

6 *****END OF TRANSCRIPT OF RECORD*****

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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

I, HOLLIE JENKINS, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and the evidence introduced in the captioned case, relative to appeal, in the Court of Common Pleas for Greenville County, South Carolina, on the 19th day of September, 2022.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

February 8, 2023



Hollie M. Jenkins, Court Reporter